



City of Valdez

212 Chenega Ave.
Valdez, AK 99686

Meeting Agenda

City Council

Tuesday, July 19, 2022

7:00 PM

Council Chambers

Regular Meeting

REGULAR AGENDA - 7:00 PM

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

IV. APPROVAL OF MINUTES

1. [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](#)

VII. UNFINISHED BUSINESS

1. [Approval of the City's Property and Casualty Insurance Broker Agreement with Hale and Associates. Postponed 070522.](#)

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](#)
2. [Approval of Professional Services Agreement with Systems Design West, LLC, for EMS Patient Transport Services](#)
3. [Approval of Professional Services Agreement with Agnew::Beck Consulting for the Title 17 Code Revision in the Amount of \\$125,493](#)

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.](#)
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](#)

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

XIII. COUNCIL BUSINESS FROM THE FLOOR

XIV. EXECUTIVE SESSION

XV. RETURN FROM EXECUTIVE SESSION

XVI. ADJOURNMENT



City of Valdez

212 Chenega Ave.
Valdez, AK 99686

Legislation Text

File #: 22-0390, **Version:** 1

ITEM TITLE:

Approval of City Council Minutes - July 5, 2022

SUBMITTED BY: Sheri Pierce, MMC, City Clerk

FISCAL NOTES:

Expenditure Required: NA

Unencumbered Balance: NA

Funding Source: NA

RECOMMENDATION:

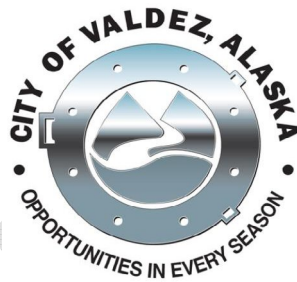
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SUMMARY STATEMENT:

The minutes of the meeting of July 5, 2022 are attached for review.

City of Valdez

212 Chenega Ave.
Valdez, AK 99686



Meeting Minutes – Draft

Tuesday, July 5, 2022
7:00 PM

Regular Meeting
Council Chambers

City Council

WORK SESSION AGENDA - 6:00 pm**1. Senior Housing Project****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

Excused: 1 - Council Member Dawson Moore

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 Minutes of the Meetings of 060722 and 062122****V. PUBLIC APPEARANCES****1. Public Appearance: Lanette Oliver - Valdez Adventure Alliance**

Ms. Oliver shared the Valdez Ice Climbing Festival would hold a tribute to the late Mr. Brian Teale. She requested photos of Mr. Teale be emailed to the Valdez Adventure Alliance. She thanked Brianne and the Economic Development team for the 4th of July event. She updated Council on the Shoup Bay Trail.

2. Public Appearance: Patty Relay – Valdez Museum & Historical Archive

Ms. Relay updated Council on the summer events at the museum. She thanked Council for their support.

VI. PUBLIC BUSINESS FROM THE FLOOR**VII. CONSENT AGENDA**

- 1. Appointments to Ports and Harbor Commission: 1) Andrea West 2) Alan Steed**
- 2. Appointments to Beautification Commission**
- 3. Proclamation: National Parks and Recreation Month**

MOTION: Council Member Devens moved, seconded by Council Member Love, 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

Excused: 1 - Council Member Moore
MOTION PASSED

VIII. NEW BUSINESS

- 1. Discussion Item: Legislative Update - State Lobbyist, Kim Hutchinson**

Mr. Hutchison updated Council on the conclusion of the legislative session, including school bond debt reimbursement, community jails, flooding issues, and housing cost inflation.

- 2. Accept Resignation from City Council Member Dawson Moore**

MOTION: Council Member Love moved, seconded by Mayor Pro Tem Sorum, to accept the resignation of Council Member Moore.

Council expressed condolences to Council Member Moore for the loss of his father, thanked him for serving the community, and wished him well in future endeavors.

Council discussed how to fill the newly vacated seat, and agreed to accept Letters of Interest.

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

Excused: 1 - Council Member Moore
MOTION PASSED

3. Approval of Change Order with Wolverine Supply Inc., for Valdez Elementary & High School Water Piping Replacement in the amount of \$111,710.13.

MOTION: Mayor Pro Tem Sorum moved, seconded by Council Member Fleming, to approve the Change Order with Wolverine Supply Inc., for Valdez Elementary & High School Water Piping Replacement in the amount of \$111,710.13.

Council Member Wegner encouraged quality control on the project.

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

Excused: 1 - Council Member Moore
MOTION PASSED

4. Approval of the City's Property and Casualty Insurance Broker Agreement

MOTION: Council Member Devens moved, seconded by Council Member Love, to approve the City's Property and Casualty Insurance Broker Agreement.

Staff recommended postponing to the next Regular City Council Meeting.

MOTION: Mayor Pro Tem Sorum moved, seconded by Council Member Fleming, to postpone Approval of the City's Property and Casualty Insurance Broker Agreement to the next Regular City Council Meeting.

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

Excused: 1 - Council Member Moore
MOTION PASSED

IX. ORDINANCES

1. #22-09 - Amending Section 2.24 of the Valdez Municipal Code Titled Code of Ethics. Second Reading. Adoption.

MOTION: Council Member Love moved, seconded by Council Member Wegner, to approve Ordinance #22-09.

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

Excused: 1 - Council Member Moore
MOTION PASSED

X. RESOLUTIONS

1. #22-41 - Authorizing Lease Amendment No. 1 with Copper Valley Wireless a .5-Acre Portion of ASLS 87-18

MOTION: Council Member Love moved, seconded by Council Member Wegner, to approve Resolution #22-41.

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

Excused: 1 - Council Member Moore
MOTION PASSED

2. #22-42 - Amending the 2022 City Budget by Transferring \$20,000 from Major Equipment Reserve to Sewer Department Contractual Services

MOTION: Council Member Love moved, seconded by Council Member Wegner, to approve Resolution 22-42.

Council Member Fleming shared his reservation over the use of the Major Equipment Reserve. He expressed interest in keeping the fund separate from other accounts.

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

Excused: 1 - Council Member Moore
MOTION PASSED

3. #22-43 - Amending the FY22 City Budget by Accepting the State of Alaska Department of Commerce, Community and Economic Development Community Development Block Grant Award in the Amount of \$850,000 for the Infrastructure Improvements Supporting the Valdez Senior Living Apartments and Re-Allocating Funds from the Capital Projects Fund Previously Appropriated for this Project

MOTION: Council Member Devens moved, seconded by Council Member Fleming, to approve Resolution #22-43.

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

Excused: 1 - Council Member Moore

MOTION PASSED

XI. REPORTS**XII. CITY MANAGER / CITY CLERK / CITY ATTORNEY / MAYOR REPORTS****1. City Manager Report****1. City Manager's Report 7-5-2022**

Mr. Detter reviewed the City Manager's report included in the agenda packet, highlighting Senator Murkowski's office had confirmed the City of Valdez request for funding of the Sewer Force Main project had been forwarded to the Interior, Environmental and related agencies appropriations bill.

Mr. Detter updated Council on the following City Projects:

- Providence Hospital Staffing Issue
 - Council instructed Staff to look into the history of the program and agreed to discuss it during their upcoming strategic planning session.
- East Hanagita
- Whalen Avenue
- Water Main Replacement – Meals to Richardson Highway
- Department Storage Facility
- Herman Hutchins Elementary School Cafeteria Flooring
- Design Projects
 - Sewer Force Main
 - Hospital Master Plan
 - H-K & Tour Dock Replacement
 - Pavement Management 4, 5, & 6
 - High School
 - Infrastructure Grant Assistance

3. City Clerk Report

Ms. Pierce updated Council on the status of the Beautification Committee. She explained July 22nd would ideally be the deadline for Letters of Interest in regards to the vacant Council seat.

4. City Attorney Report

Mr. Staser outlined projects and provided updates on cases his firm is working on including redistricting, escaped property, and a recent notification of possible litigation against the city by Mr. J. Tucker.

5. City Mayor Report

Mayor Scheidt thanked Staff for a wonderful 4th of July event. She thanked Dan O'Connor for his efforts in the community and with Prince William Sound College (PWSC).

She congratulated Eric Garcia on being sworn in as the engineer for the Fire Department. She requested a demonstration of the Fire Department training tower for City Council.

XIII. COUNCIL BUSINESS FROM THE FLOOR

Council Member Devens thanked Dan O'Connor for his work with PWSC. He thanked Council Member Moore for his service to the community and wished him condolences for the loss of his father.

Council Member Love thanked those willing to serve on the Beautification Committee.

Council Member Wegner and Council Member Fleming thanked Staff for the 4th of July event.

Council Member Sorum welcomed Ms. Barberio back. He shared his enthusiasm for current fish numbers, noting the Valdez Fisheries and Development Association was close to completing their cost recovery.

XIV. ADJOURNMENT

There being no further business, the meeting was adjourned at 8:45 pm.

V. APPENDIX

1. Council Correspondence



Legislation Text

File #: 22-0391, **Version:** 1

ITEM TITLE:

Approval to Go Into Executive Session: Legal Budget for Ongoing Litigation Matters

SUBMITTED BY: Jake Staser, City Attorney

FISCAL NOTES:

Expenditure Required: NA

Unencumbered Balance: NA

Funding Source: NA

RECOMMENDATION:

[Click here to enter text.](#)

SUMMARY STATEMENT:

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

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

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



Legislation Text

File #: 22-0389, **Version:** 1

ITEM TITLE:

Approval of the City's Property and Casualty Insurance Broker Agreement. Postponed 070522.

SUBMITTED BY: Jordan Nelson, Finance Director

FISCAL NOTES:

Expenditure Required: \$36,000

Unencumbered Balance: \$36,000

Funding Source: Insurance Department; Professional Fees & Services, 001-5700-43200

RECOMMENDATION:

Approve Extension of contract.

SUMMARY STATEMENT:

Following postponement of this item and further review of the 2020/2022 contract with Hale and Associates it was discovered that the current contract allows for two annual extensions. Extension of this contract for a 1 year term will require council approval.

The annual broker fee of \$36,000 will remain unchanged from the City's previous two-year agreement with Hale and Associates which expired on 7/1.

Council will need to offer the following amendment:

AMENDMENT: Extend the 2020/2022 contract with Hale and Associates for a 1 year term in the amount of \$36,000.



**CITY OF VALDEZ
VALDEZ CITY SCHOOL DISTRICT**

**PROFESSIONAL SERVICES AGREEMENT
2020-2022**

**HALE & Associates, Inc.
100 Cushman Street, Suite 200
Fairbanks, AK 99701
Ph. 456-6671
Fax 452-5214**

Insurance-Bonds-Risk Management

100 Cushman St., Ste. 200
Fairbanks, AK 99701
Phone: (907)456-6671
Fax: (907)452-5214



BROKER AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of July 2020,
by and between CITY OF VALDEZ AND VALDEZ CITY SCHOOL DISTRICT
(hereinafter referred to as "City") (hereinafter "CITY") and HALE & ASSOCIATES,
INC. (hereinafter "BROKER"), a corporation organized and existing under the laws of
the State of Alaska.

WITNESSETH:

WHEREAS, the CITY desires full services of a Broker for all lines of insurance
coverage, and

WHEREAS, HALE & ASSOCIATES, INC. has been designated as BROKER for
the CITY:

NOW THEREFORE, the parties hereto agree to the following:

1. The term of this Agreement shall be from July 1, 2020 through June 30, 2022,
unless sooner terminated as herein provided. Two annual extensions are
available at the discretion of the CITY.
2. The Broker shall:
 - A. Provide underwriting information and structure offerings to responsible
and financially adequate insurers for the purposes of securing the
insurance coverage requested by the CITY.
 - B. Check the wording and accuracy of each policy and endorsement prior to
delivery. Any clarifications would be requested from the insurers.
 - C. Verify that rates and premiums are as quoted.
 - D. Submit originals of all policies and endorsements to the CITY.
 - E. Be available at all times to answer questions from the CITY.
 - F. Obtain answers from underwriters to policy coverage questions.



- G. Keep continually up to date on the CITY's loss exposures through telephone discussions with personnel, inspections of premises or other methods deemed appropriate.
- H. Review and comment on insurer loss control recommendations, if any.
- I. Prepare Certificates of Insurance when requested by the CITY.
- J. Provide list of losses incurred under each insurance policy or a statement that no losses have been incurred at least annually. Updates following policy expiration are required until all claims are closed.
- K. Be reasonably available to meet with CITY personnel.
- L. Assist the CITY in proving its claims with insurers, if disputes arise.
- M. Arrange annual review of outstanding loss reserves with the appropriate carrier.
- N. Meet with the CITY at least ninety (90) days prior to policy renewal dates to begin negotiations and provide information regarding costs, necessary coverages, market conditions, and other factors affecting renewal planning or strategy. Exact policy wording and renewal shall be provided to the CITY thirty (30) days prior to policy renewal costs.

3. The CITY shall pay an annual brokerage fee to the BROKER for performing its obligations under this Agreement. This fee shall be billed annually and paid within thirty (30) days of receipt of billing and is to cover all time and expenses incurred by the BROKER in the performance of this Agreement.

Annual brokerage fee for services under this contract: \$36,000.

All insurance shall be placed in consideration of said fee, with no commission accruing to BROKER for the placement of any insurance called for in this agreement.



4. The BROKER shall provide the CITY with a certificate evidencing its professional liability insurance prior to performing any services under this Agreement on behalf of the CITY should the city request.
5. This Agreement may be cancelled by either party, at any time, upon at least ninety (90) days advance written notice, hand delivered or mailed certified, return receipt requested, to the non-canceling party.
6. The rights granted to and duties assumed by BROKER under this Agreement may not be assigned or delegated by Broker without prior written consent of the CITY.
7. Both parties agree that time is of the essence and that time specifications contained herein are to be strictly construed.
8. This Agreement may be amended from time to time as may be necessary by mutual consent of both parties; provided, however, that no amendment to this agreement shall be effective unless in writing and signed by both parties.
9. If any provisions of this Agreement or any applications thereof shall be invalid or unenforceable, the remainder of the Agreement and any other application of such provisions shall not be affected thereby.
10. This Agreement embodies the entire Agreement and understanding between the parties and supersedes all prior agreements and understandings, oral or written relating to the subject matter hereof.
11. Both parties represent and warrant that they have the authority to execute this Agreement.



IN WITNESS WHEREOF, the parties have executed this Agreement on the

30th day of June, 2020.

CITY OF VALDEZ, ALASKA

Jeremy O'Neil
Jeremy O'Neil, Mayor

Date: 6/30/2020

HALE & ASSOCIATES, INC.

David R. Hale
David R. Hale, President

Date: 6/30/20

ATTEST:

Sheri K. Pierce
Sheri Pierce, CMC, City Clerk

Date: 6/30/20

VALDEZ CITY SCHOOLS

Amber Cockerham
Amber Cockerham
Business Manager

Date: 7.9.2020

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

Jon S. Wakeland

Date: 6/30/20



**CITY OF VALDEZ
VALDEZ CITY SCHOOL DISTRICT**

**ANNUAL EXTENSION
TO
PROFESSIONAL SERVICES AGREEMENT
2022-2023**

**Hale & Associates
100 Cushman Street, Suite 200
Fairbanks, AK 99701
Phone: 456-6671
Fax: 452-5214**

Insurance-Bonds-Risk Management

**ANNUAL EXTENSION
PROFESSIONAL SERVICE AGREEMENT**

This amendment to Professional Services Agreement is entered into between CITY OF VALDEZ AND VALDEZ CITY SCHOOLS hereinafter referred to as the “City” and HALE & ASSOCIATES, hereinafter referred to as “Broker”.

WHITNESSETH

WHEREAS, the parties hereto have heretofore entered into that certain Professional Services Agreement dated July 1, 2020, and

WHEREAS, the parties hereto desire to extend the aforementioned Professional Services Agreement for a period of one year pursuant to paragraph 1 of the aforementioned Professional Services Agreement;

NOW, THEREFORE; In consideration of the mutual promises and covenants contained herein;

IT IS AGREED:

1. TIME OF PERFORMANCE The aforementioned Professional Services Agreement is hereby amended by renewing said Professional Services Agreement for an additional twelve (12) months, for the period from July 1, 2022 to June 30, 2023.

2. CONTRACT SUM The aforementioned Professional Services Agreement is hereby amended to read as follows:

The City shall pay Broker for performance of services specified in this Agreement the total sum of Thirty Six Thousand Dollars (\$36,000) with no commissions received by the Broker on coverages.

3. PAYMENT SCHEDULE The aforementioned Professional Services Agreement is hereby amended to read as follows:

Payment shall be due in full upon presentation of our invoice for this contract extension.

4. MAXIMUM EXPENDITURE The aforementioned Professional Services Agreement is hereby amended to read as follows:

In no event shall the City's obligation under this Agreement exceed Thirty Six Thousand Dollars (\$36,000), unless the parties execute a written amendment to this Agreement.

5. OTHER PROVISIONS All other terms and provisions of said Professional Services Agreement shall remain in effect for the term thereof.

EXECUTED this _____ day of _____, 2022.

CITY OF VALDEZ

VALDEZ CITY SCHOOLS

By: _____
Sharon Scheidt, Mayor

By: _____
Amber Cockerham
Business Manager

Date: _____

Date: _____

ATTEST:

By: _____
Sheri Pierce, MMC, City Clerk

Date: _____

APPROVED AS TO FORM:

Jake Staser, City Attorney
Brena, Bell and Walker, PC.

Date: _____

HALE & ASSOCIATES

By: _____
David R. Hale
President

Date: _____



Legislation Text

File #: 22-0392, **Version:** 1

ITEM TITLE:

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.

SUBMITTED BY: Brad Sontag, Capital Facilities Project Manager

FISCAL NOTES:

Expenditure Required: \$90,763.00

Unencumbered Balance: \$139,908.26

Funding Source: 310-1115-58000

RECOMMENDATION:

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.

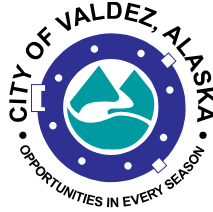
SUMMARY STATEMENT:

Kinney Engineering will be providing design support during construction for the Pavement management Phase III Whalen Avenue project. This will include a time extension to the agreement.

Kinney Engineering proposes to complete the following on a Time and Expense (T&E) basis:

- Coordinate with City of Valdez and R&M on construction related questions, required changes, and engineering analyses
- Participate in the Pre-Construction Conference
- Participate in progress meetings
- Review contractor submittals
- Respond to Requests for Information and Questions
- Review Design Change/Variance Requests (DCVRs)
- Prepare Addendums
- Assist with closeout documentation

This scope of work was not included with the original contract as we were uncertain as to the delivery method of construction on Whalen. It was however included in the budget and doesn't require any new appropriations.



**City of Valdez
Contract Amendment #2**

THIS AMENDMENT between the CITY OF VALDEZ, ALASKA, (“City”) and Kinney Engineering, LLC (“Consultant”), is to the following AGREEMENT dated the 29th day of July, 2021:

Project: Pavement Management phase III – Whalen Ave

Project No: 2-310-1200

Contract No.: 1801

Cost Code: 310-1115-58000

Consultant’s project manager under this agreement is Josh Cross.

City’s project manager is Brad Sontag.

ARTICLE 1. Justification

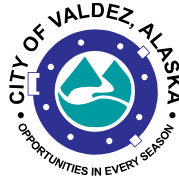
The above referenced AGREEMENT requires modification due to the following requirements or conditions: Kinney Engineering will be providing design support during construction for the Whalen Avenue project. This will include a time extension to the agreement.

ARTICLE 2. Scope of Work - Period of Performance

Scope of work to the above referenced AGREEMENT shall be modified as specified in attached Proposal, which is hereby incorporated by this reference.

The period of Performance to the above referenced agreement shall be modified as follows:

- The period of performance is increased by 160 days. The new completion date for this Agreement is October 31, 2022.



ARTICLE 3. Compensation

Original amount of the AGREEMENT: \$142,926.00

Amount Changed by previously authorized Amendment: \$0.00

AGREEMENT Amount prior to this Amendment: \$142,926.00

Amount of this Amendment: \$90,763.00

New total AGREEMENT amount including this Amendment: \$233,689.00

ARTICLE 4. Extent of Agreement:

The above referenced AGREEMENT, including this and all previously authorized Amendments and appendices, represents the entire and integrated AGREEMENT between the City and the Contractor.

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 Contractor which does not otherwise exist without regard to this AMENDMENT.

All terms, conditions, and provisions of the above referenced AGREEMENT, to include all previously authorized Amendments, remain in full force and effect, except as specifically modified herein by this AMENDMENT.

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

Agreement for Services
Project: Pavement Management Phase III –
Whalen Ave
Project No. 20-310-1200
Contract No. 1801
Cost Code: 310-1115-58000



KINNEY ENGINEERING, LLC

**CITY OF VALDEZ, ALASKA
APPROVED:**

Name of Company Rep Authorized to Sign

Sharon Scheidt, Mayor

BY: _____

Date: _____

TITLE: _____

ATTEST:

DATE: _____

FEDERAL ID #: _____

Sheri L. Pierce, MMC, City Clerk

Date: _____

Signature of Company Secretary or Attest

Date: _____

Mark Detter, City Manager

Date: _____

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

RECOMMENDED:

Jon S. Wakeland

Nathan Duval, Capital Facilities Director

Date: _____

Date: _____



May 20, 2022

Brad Sontag
Capital Facilities Project Manager
City of Valdez
PO Box 307
Valdez, AK 99686

Subject: **Valdez Pavement Management Phase II – Whalen Drive**
Project No. 20-210-1200
Contract No. 1081
Design Support for Construction Fee Estimate

Dear Mr. Sontag:

Thank you for requesting Kinney Engineering, LLC (KE) provide design support services during construction for the Whalen Avenue project. As requested, KE has prepared a fee estimate for professional engineering services to support construction of the project. KE's proposed fee for construction support is \$90,763.

KE proposes to complete the following on a Time and Expense (T&E) basis:

- Coordinate with City of Valdez and R&M on construction related questions, required changes, and engineering analyses
- Participate in the Pre-Construction Conference
- Participate in progress meetings
- Review contractor submittals
- Respond to Requests for Information and Questions
- Review Design Change/Variance Requests (DCVRs)
- Prepare Addendums
- Assist with closeout documentation

Should you have questions or need to discuss our proposed services or fee, please e-mail me at joshcross@kinneyeng.com; or call me directly at (907) 707-1208. We look forward to working with you to construct Whalen Avenue.

Sincerely,

Kinney Engineering, LLC

A handwritten signature in blue ink, appearing to read "JH Cross".

Joshua E. Cross, PE, PTOE
Project Manager



Legislation Text

File #: 22-0393, **Version:** 1

ITEM TITLE:

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

SUBMITTED BY: Tracy Raynor, Fire Chief

FISCAL NOTES:

Expenditure Required: NA (Fee based on transport volume)

Unencumbered Balance: NA

Funding Source: 001-3200-43200 (Expense) 001-0000-34515 (Revenue)

RECOMMENDATION:

Approve three-year contract with Systems Design West LLC.

SUMMARY STATEMENT:

The Fire Department is requesting approval of this contract with Systems Design West, LLC for EMS patient transport services. Providence Valdez Hospital no longer has the capabilities to provide this service for the fire department. After reviewing other service providers and many recommendations from other fire departments in the state, Systems Design West, LLC was selected. Selection was based on their fee for services as well as familiarity of Alaska's rules and regulations regarding EMS billing and their expertise with Medicaid and Medicare supplement billing procedures.

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is made and entered into this ____ day of _____, _____ (Effective Date) by and between, City of Valdez ("**Provider**") having its principal location at _____ and Systems Design West, LLC a Delaware limited liability company having its principal place of business located at 19265 Powder Hill Place NE Poulsbo, Washington 98370 hereinafter referred to as the ("**Consultant**"). Collectively the Provider and the Consultant shall be known as the "PARTIES".

RECITALS:

(a) WHEREAS, the Provider and the Consultant desire to enter into a "Professional Services Agreement",

(b) NOW, THEREFORE, in consideration for the mutual obligations contained herein the Provider and the Consultant, each intending to be legally bound by this agreement, hereby mutually covenant and agree as follows:

1. SCOPE OF SERVICES. The Consultant shall provide to the Provider specific services related to the billing and payment processing of EMS patient transport services that are provided to the general public by the Provider. The following Scope of Services shall be incorporated into this contract as general services performed by the Provider and the Consultant under this agreement.

1.1 The Provider, with assistance from Consultant, shall apply for Provider Status or updated Status with Medicare, Medicaid, and all public and private insurances which will be billed as a part of this Scope of Services. The Provider is responsible for informing the Consultant of any subsequent changes that necessitate updates (e.g. changing an Authorized Official) so that Consultant may complete its duties. The Provider shall assist the Consultant to obtain the necessary certifications, numbers and documentation needed for Consultant to provide the services identified in sections 1.2 and 1.3 below, obtain and maintain credentials for payer websites that require vendor access to be given only through a Provider representative and facilitate access for the Consultant's representatives. The Provider agrees to furnish and assist the Consultant with the following:

(a) The Provider agrees to provide a complete and legible "PCR" (Patient Care Report) to the Consultant including patient name, address and pertinent billing and insurance information from the field, including a copy of the patient signature for authorization of benefits and responsibility for payment, authorizing billing of Medicare, Medicaid and any insurance the patient is a subscriber to. The original patient signature must be maintained by the Provider and made available to the Consultant and/or insurance payers upon request. The amounts to be billed will be determined by the Provider in the form of a resolution or ordinance to be incorporated into this agreement as an attachment exhibit. Any subsequent increases to established fees must be communicated to the Consultant, in writing, prior to the submission of affected PCRs. "Automatic" annual increases should be communicated in writing as dollar amounts for confirmation each year. PCRs must be sent using a NEMSIS compliant XML format, or an additional fee may be charged.

(b) The Provider agrees to furnish the Consultant with hospital ER forms (face/admit sheets) with demographic and insurance information attached to the PCR if requested by Consultant. Copies of any payments made directly to the Provider will be forwarded to the Consultant for accounting purposes in a timely manner. The Provider agrees to generate any refund checks due to overpayments identified by the Consultant directly to the payer to which the refund is due, based on detailed information provided by the Consultant. The Provider shall provide additional information as may be required by insurance companies or other agencies in order to facilitate the Consultant's obligations to the Provider.

(c) The Provider agrees to furnish to the Consultant to be made part of this agreement as an attachment: resolutions pertaining to this Scope of Services; specific write off policies; collections procedures; rates and fees to be charged by the Provider and administered by Consultant as part of the Scope of Services performed under this agreement. Provider agrees to inform Consultant of any subsequent changes to these documents in writing in advance of when the new policies, procedures and/or rates take effect.

(d) The Provider agrees to complete registration with Consultant's vendors as applicable for Consultant to be able to fulfill its obligations to Provider. Such vendors may include e-payment and merchant services portal, remote deposit capture services, and clearinghouse registration.

1.2 Upon receipt of the PCRs from the Provider, the Consultant shall: set up a patient account in Consultant's proprietary software application and create a patient record; perform claim submissions, including follow up statements and any necessary rebilling of EMS patient transport services provided by the Provider to the subscriber's medical insurances, Medicare, Medicaid and any and all known secondary insurance providers; produce and forward CMS 1500 forms and/or electronic medical claims; produce and mail an initial invoice and subsequent statements to all private patient accounts on behalf of the Provider; file any applicable appeals to insurance payers and/or Medicare and Medicaid on behalf of the patient if necessary to pursue the claim. Provider shall maintain a system to reconcile the number of PCRs sent to Consultant monthly.

1.3 The Consultant shall: receive at its facilities all payments (except those directly deposited into the Provider's account by insurances and Medicare/Medicaid via EFT) Explanations of Benefits and Electronic Remittance Advices; account for all payments; deposit all funds directly into the Provider's "deposit only" account; forward deposit information to the Provider within 24 hours of such deposit; initiate and forward refund information and adjustments made on behalf of the patient's account to the Provider. The Consultant shall provide to the Provider a minimum of four (4) standard reports each month including: a) Aged Accounts Receivable b) Month End Summary c) Annual Collection Statistics d) Transaction Journal. These reports will include information related to amounts billed, amounts collected and uncollected, insurance and Medicare/Medicaid allowable and disallowable. For payments and remittances that are wholly electronic portal-based, Provider shall grant access to Consultant's representatives as needed for various payer portals.

1.4 The Consultant shall provide live customer service to Provider's patients via toll free phone numbers to answer patient billing questions Monday through Friday from 8:00am through 6:00 pm, Pacific Standard Time (except Federal holidays).

1.5 The Consultant shall provide all labor, materials and equipment necessary to perform the work specified in the above scope of services. The Consultant is responsible for ensuring any subcontractor or vendor agencies are fully licensed and qualified to perform such work. For subcontracted payment processing and merchant services, Consultant is responsible for ensuring subcontractor or vendor maintains PCI compliance, and that the vendor or Consultant must be able to provide a PCI compliance certificate to Provider annually, at most.

1.6 Additional services: Additional services not specified in this Scope of Services (e.g. transferred accounts, non-routine auditing, targeted trainings, paper PCRs) may be added for an additional fee agreed upon in writing.

2. FEES, EXPENSES, & PAYMENT. Providers will receive a monthly invoice. For and in consideration of the services provided by the Consultant identified above, the Provider shall pay to the Consultant an amount not to exceed:

\$35.00 per transport for total volume of 1-10 transports per month OR
\$30.00 per transport for total volume of 11-20 transports per month, OR
\$25.00 per transport for total transport volume greater than 21 transports per month.

In addition, the Provider will pay actual postage at current USPS postage rates for patient invoices, statements, and Certified Mail PCS requests per the Scope of Services performed under this agreement. Provider shall remit payment for services rendered under this agreement to the Consultant within 30 days from receipt of Consultant's monthly invoice to the Provider. Progress invoices may be sent if there are significant delays in PCR receipt from the Provider. A \$50.00 minimum applies to all invoices. Price adjustments may occur from time to time, no more than annually, and with written notification from Consultant at least 90 days in advance. If the Provider does not send a billable transport within 12 months of the effective date of this Agreement, Consultant will invoice Provider \$750.00 for enrollment services. Any re-enrollment services necessary due to lapsed enrollments shall result in a \$1,000.00 charge.

3. PAYMENT OF TAXES. The Consultant shall be liable for any and all federal, state, and local sales, excise taxes and assessments as a result of the payment for services rendered under this agreement.

4. TERM OF AGREEMENT. The Consultant shall commence the work called for in this agreement on the date of the agreement and perform such work **for a term of three years** unless the agreement is terminated by either party (see Section 7). This agreement may be amended by the parties upon mutual agreement of terms and conditions with the acknowledgement of an amendment to the Professional Services Agreement to be signed by both parties of the agreement.

5. SCHEDULE OF ATTACHMENT EXHIBITS. The following attachments are acknowledged by the parties and made part of this Agreement.

1. Rates to be charged per transport [to be provided by the Provider]
2. Billing & Collection Policies to be administered [to be provided by the Provider]
3. Consultant's Certificate of Liability Insurance
4. Business Associate Agreement, signed by both parties

6. INDEPENDENT CONSULTANT STATUS. The Consultant performs this Agreement as an independent Consultant, not as an employee of Provider. Nothing herein contained shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither method of computation of payment nor any other provision contained herein nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of Provider and an independent Consultant.

7. TERMINATION. Either party may terminate this agreement with a minimum of 60 days' written notice to the other party. The Consultant shall upon termination by either party provide 60 days of follow up service to the outstanding patient accounts including posting payments, making deposits, and two (2) months of follow up reports to the Provider. Consultant shall deliver and document the return of all documentation in Consultants possession as applicable.

8. INSURANCE. The Consultant shall maintain statutory minimum Worker's Compensation or Labor and Industry insurance as required by the laws of any state or country in which Services are performed. The Consultant will provide and make as part of this agreement as an attachment, a certificate of liability insurance with a minimum amount of commercial general liability of \$ 1,000,000 per occurrence and an aggregate of \$ 2,000,000 and maintain such insurance for the duration of this agreement. The Consultant shall provide an annual updated Certificate of Insurance to the Provider upon the policy expiration date. The Consultant shall provide notice to the Provider in the event the policy is cancelled or terminated for any reason prior to the policy expiration date.

9. END USER SOFTWARE LICENSE & CONFIDENTIAL INFORMATION. The term "CONFIDENTIAL INFORMATION AND SOFTWARE" shall mean: (i) any and all Information and proprietary software which is disclosed or provided by either party ("OWNER OF THE INFORMATION") to the other ("RECIPIENT") verbally, electronically, visually, or in a written or other tangible form which is either identified or should be reasonably understood to be confidential or proprietary; and (ii) Confidential Information may include, but not be limited to, trade secrets, computer programs, software, documentation, formulas, data, inventions, techniques, marketing plans, strategies, forecasts, client lists, employee information, and financial information, confidential information concerning Provider and Consultant's business or organization, as the parties have conducted it or as they may conduct it in the future. In addition, Confidential Information may include information concerning any of past, current, or possible future products or methods, including information about research, development, engineering, purchasing, manufacturing, accounting, marketing, selling, leasing, and/or software (including third party software).

9.1 TREATMENT OF CONFIDENTIAL INFORMATION. Provider's Confidential Information shall be treated as strictly confidential by Recipient and shall not be disclosed by Recipient to any third party except to those third parties operating under non-disclosure provisions no less restrictive than in this Section and who have a justified business "need to know". Provider shall protect the deliverables resulting from Services with the same degree of care. This agreement imposes no obligation upon the Parties with respect to Confidential Information which either party can establish by legally sufficient evidence: (a) was in the possession of, or was rightfully known by the Recipient without an obligation to maintain its confidentiality prior to receipt

from Provider; (b) is or becomes generally known to the public without violation of this Agreement; (c) is obtained by Recipient in good faith from a third party having the right to disclose it without an obligation of confidentiality; (d) is independently developed by Recipient without the participation of individuals who have had access to the Confidential Information; or (e) is required to be disclosed by court order or applicable law, provided notice is promptly given to the Provider and provided further that diligent efforts are undertaken to limit disclosure.

9.2 CONFIDENTIALITY AND DISCLOSURE OF PATIENT INFORMATION. Use and Disclosure of Protected Health Information. The parties hereto agree that in order for the Consultant to perform its duties as expected by the Provider, it will be necessary for the Consultant to use and disclose Protected Health Information ("PHI"), as such term is defined at 45 CFR §164.501. The parties of this agreement further acknowledge and make part of this agreement as an attachment to this agreement a "Business Associate Agreement" to be maintained and updated whenever applicable by either party of this agreement.

9.3 PERMITTED AND REQUIRED USES AND DISCLOSURE OF PHI. The Parties hereto agree that the Consultant may use and disclose PHI in order to carry out any Payment function covered under the definition of "Payment" contained in 45 CFR §164.501. The Parties hereto further agree that the Consultant may use or disclose PHI for any use or disclosure that is required by law.

10. INDEMNITY. Each Party ("INDEMNIFYING PARTY") shall indemnify and hold the other Party ("INDEMNIFIED PARTY") harmless against any third party claim, including costs and reasonable attorney's fees, in which the Indemnified Party is named as a result of the negligent or intentional acts or failure to act by the Indemnifying Party, its employees or agents, while performing its obligations hereunder, which result in death, personal injury, or tangible property damage. This indemnification obligation is contingent upon the Indemnified Party providing the Indemnifying Party with prompt written notice of such claim, information, all reasonable assistance in the defense of such action, and sole authority to defend or settle such claim.

10.1 Notwithstanding any other provision of this agreement, no party shall be liable for (a) any special, indirect, incidental, punitive, or consequential damages, including loss of profits or business arising from or related to the services or other deliverables hereunder or a breach of this agreement, even if such party has been advised of the possibility of such damages; or (b) any damages (regardless of their nature) for any delay or failure by a party to perform its obligations under this agreement due to any cause beyond the such party's reasonable control.

10.2 Notwithstanding any other provision of this agreement, the Consultant's liabilities under this agreement under any theory of liability, whether based in contract law, tort law, negligence (active or passive), product liability, indemnification or otherwise shall be limited to the direct damages recoverable by the Provider under law not to exceed one times the aggregate amount of fees paid by the Provider to Consultant for the services or other deliverables that gave rise to the claim or that are otherwise the subject of such claim in the one (1) year period preceding the event giving rise to the claim.

11. SURVIVABILITY. The terms of Section 8 and 9 shall survive termination of this Agreement. If the Parties have executed a separate agreement that contains confidentiality terms prior to or contemporaneously with this Agreement, those separate confidentiality terms shall remain in full force to the extent they do not conflict. The "Business Associate Agreement" has terms incorporated to establish the continuance of covenants for the parties to disclose PHI for the continued operations of "Payment".

12. WARRANTIES AND REPRESENTATIONS. Each party warrants that it has the right and power to enter into this Agreement and an authorized representative has executed this Agreement. Consultant warrants that the Services will be performed in a professional and workmanlike manner in accordance with recognized industry standards. To the extent Services provided by Consultant are advisory; no specific result is assured or guaranteed. Consultant EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESSED OR IMPLIED.

13. NOTICE. Any notice, demand, request, consent, approval, or other communication that either party desires or is required to give to the other party related to any of the content of this agreement shall be presented in writing and served personally or sent by prepaid, first class mail to the addresses set forth below. Either party may change its address by notifying the other party of its change of address in writing.

Provider: City of Valdez

Consultant: Systems Design West, LLC
19265 Powder Hill PI NE
Poulsbo, WA 98370

14. NONWAIVER. No modification to this Agreement nor any failure or delay in enforcing any term, exercising any option, or requiring performance shall be binding or construed as a waiver unless agreed to in writing by both parties. No delay or omission of the right to exercise any power by either party shall impair any such right or power, or be construed as a waiver of any default or as acquiescence therein. One or more waivers of any covenant, term or condition of this Agreement by either party shall not be construed by the other party as a waiver of a subsequent breach of the same covenant, term or condition.

15. APPLICABLE LAW. The laws of the State of Washington shall govern the construction, validity, performance and enforcement of this Agreement. Venue as to any action, claim, or proceeding arising out of, or based upon this Agreement, including, but not limited to, any action for declaratory or injunctive relief, shall be the appropriate court in the State of Washington.

16. CONFLICT OF INTEREST. The Consultant covenants, warrants and represents that the Consultant or any employees of Consultant has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner with the subject matter or the performance of this Agreement. The Consultant further covenants, warrants and represents that in the performance of this Agreement, no person having any such interest shall be employed by the Consultant in the future.

17. ASSIGNMENT. This Agreement may be assigned by Consultant. Provider may assign this Agreement directly or by operation of law with the prior written consent of Consultant, which shall not be unreasonably withheld.

18. ENTIRE AGREEMENT. This Agreement and any schedules, appendices, attachments and exhibits attached hereto sets forth all of the covenants, promises, agreements, conditions and understandings between the parties hereto, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as herein set forth. Except as herein otherwise expressly provided, no contemporaneous or subsequent agreement, understanding, alteration, amendment, change or addition to this Agreement, or any schedule, appendix, exhibit or attachment thereto shall be binding upon the parties of this Agreement hereto unless reduced to writing and signed by both parties. This Agreement constitutes a final, complete and exclusive statement of the agreement between the parties and supersedes any prior Agreements on the Effective Date.

The Parties hereby agree to all of the above terms, conditions, covenants and have executed this Agreement by a duly authorized representative.

CITY OF VALDEZ

“Provider”

By: _____
Sharon Scheidt, Mayor

Date: _____

ATTEST:

By: _____
Sheri L. Pierce, MMC, City Clerk

Date: _____

APPROVED AS TO FORM:

BRENA, BELL & WALKER, P.C.
Attorneys for City of Valdez

By: _____
Jake W. Staser

SYSTEMS DESIGN WEST, LLC

“Consultant”

By: _____

Printed Name

Title

Date: _____

Business Associate Agreement Between City of Valdez and Systems Design West, LLC

This Business Associate Agreement (“Agreement”) between City of Valdez (“Covered Entity”) and Systems Design West, LLC (“Business Associate”) is executed to ensure that Systems Design West, LLC will appropriately safeguard protected health information (“PHI”) and personally identifiable information (“PII”) that is created, received, maintained, or transmitted on behalf of the City of Valdez in compliance with applicable federal, state, and local statutes, regulations, rules and policies—including but not limited to, the provisions of Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, *et seq.*, as amended (“HIPAA”), and with the Public Law 111-5 of February 17, 2009, known as the American Recovery and Reinvestment Act of 2009, Title XII, Subtitle D – Privacy, Sections 13400, *et seq.*, the Health Information Technology and Clinical Health Act, as amended (the “HITECH Act”).

A. General Provisions

1. **Meaning of Terms.** The terms used in this Agreement shall have the same meaning as those terms defined in HIPAA.
2. **Regulatory References.** Any reference in this Agreement to a regulatory section means the section currently in effect or as amended.
3. **Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA.

B. Catch-all Definition

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

- (a) **Business Associate.** “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Systems Design West, LLC.
- (b) **Covered Entity.** “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the City of Valdez.
- (c) **HIPAA Rules.** “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

C. Obligations of Systems Design West, LLC

Systems Design West, LLC agrees to:

1. Use appropriate safeguards and comply, where applicable, with the HIPAA Security Rule with respect to electronic protected health information (“e-PHI”) and electronic personally identifiable information (“e-PII”) as well as implement appropriate physical, technical and administrative safeguards to prevent use or disclosure of PHI and PII other than as provided for by this Agreement;
2. Report to the Covered Entity any use or disclosure of PHI and PII not provided for by this Agreement of which it becomes aware, including any security incident (as defined in the HIPAA Security Rule) and any breaches of unsecured PHI and PII as required by 45 CFR §164.410. Breaches of unsecured PHI and PII shall be reported to the Covered Entity and affected parties without unreasonable delay but in no case later than 30 days after discovery of the breach;
3. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit PHI and PII on behalf of Systems Design West, LLC agree to the same restrictions, conditions, and requirements that apply to Systems Design West, LLC with respect to such information;
4. Make PHI and PII in a designated record set available to the Covered Entity and to an individual who has a right of access in a manner that satisfies the Covered Entity’s obligations to provide access to PHI and PII in accordance with 45 CFR §164.524 within 30 days of a request;
5. Make any amendment(s) to PHI and PII in a designated record set as directed by the Covered Entity, or take other measures necessary to satisfy the Covered Entity’s obligations under 45 CFR §164.526;
6. Maintain and make available information required to provide an accounting of disclosures to the Covered Entity or an individual who has a right to an accounting within 60 days and as necessary to satisfy the Covered Entity’s obligations under 45 CFR §164.528.
7. To the extent that Systems Design West, LLC is to carry out any of the Covered Entity’s obligations under the HIPAA Privacy Rule, Systems Design West, LLC shall comply with the requirements of the Privacy Rule that apply to the Covered Entity when it carries out that obligation;
8. Make its internal practices, books, and records relating to the use and disclosure of PHI and PII received from, or created or received by Systems Design West, LLC on behalf of the Covered Entity, available to the Secretary of the Department of Health and Human Services for purposes of determining Systems Design West, LLC and the Covered Entity’s compliance with HIPAA and the HITECH Act;
9. Restrict the use or disclosure of PHI and PII if the Covered Entity notifies Systems Design West, LLC of any restriction on the use or disclosure of PHI and PII that the Covered Entity has agreed to or is required to abide by under 45 CFR §164.522; and

10. If the Covered Entity is subject to the Red Flags Rule (found at 16 CFR §681.1 *et seq.*), Systems Design West, LLC agrees to assist the Covered Entity in complying with its Red Flags Rule obligations by: (a) implementing policies and procedures to detect relevant Red Flags (as defined under 16 CFR §681.2); (b) taking all steps necessary to comply with the policies and procedures of the Covered Entity's Identity Theft Prevention Program; (c) ensuring that any agent or third party who performs services on its behalf in connection with covered accounts of the Covered Entity agrees to implement reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft; and (d) alerting the Covered Entity of any Red Flag incident (as defined by the Red Flag Rules) of which it becomes aware, the steps it has taken to mitigate any potential harm that may have occurred, and provide a report to the Covered Entity of any threat of identity theft as a result of the incident.
11. Comply with all current rules and regulations pertaining to the OIG Compliance Program for ambulance suppliers and special bulletin regarding LEIE recommended screening of employees and any subcontractors.

D. Permitted Uses and Disclosures by Systems Design West, LLC

Systems Design West, LLC may use or disclose PHI and PII as required by law and consistent with the Minimum Necessary standard—specifically, the use and disclosure of PHI and PII will be limited to the minimum necessary for accomplishing the intended purpose of the use and disclosure. The specific uses and disclosures of PHI and PII that may be made by Systems Design West, LLC on behalf of the Covered Entity include:

1. The preparation of invoices to patients, carriers, insurers and others responsible for payment or reimbursement of the services provided by the Covered Entity to its patients;
2. Preparation of reminder notices and documents pertaining to collections of overdue accounts;
3. The submission of supporting documentation to carriers, insurers and other payers to substantiate the healthcare services provided by the Covered Entity to its patients or to appeal denials of payment for the same; and
4. Other uses or disclosures of PHI and PII as permitted by HIPAA necessary to perform the services that Systems Design West, LLC has been engaged to perform on behalf of the Covered Entity.

E. Termination

1. The Covered Entity may terminate this Agreement if the Covered Entity determines that Systems Design West, LLC has violated a material term of this Agreement.
2. If either party knows of a pattern of activity or practice of the other party that constitutes a material breach or violation of the other party's obligations under this Agreement, that party shall take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are unsuccessful, terminate the Agreement if feasible.

3. Upon termination of this Agreement for any reason, Systems Design West, LLC shall return to the Covered Entity or destroy all PHI and PII received from the Covered Entity, or created, maintained, or received by Systems Design West, LLC on behalf of the Covered Entity that Systems Design West, LLC still maintains in any form. Systems Design West, LLC shall retain no copies of the PHI and PII. If return or destruction is infeasible, the protections of this Agreement will extend to such PHI.

Agreed to on this date: _____

SYSTEMS DESIGN WEST, LLC

Signature: _____

Name: _____

Title: _____

Date: _____

CITY OF VALDEZ

Date: _____

By: _____

Sharon Scheidt, Mayor

ATTEST:

Date: _____

By: _____

Sheri L. Pierce, MMC, City Clerk

APPROVED AS TO FORM:

BRENA, BELL & WALKER, P.C.

Attorneys for City of Valdez

By: _____

Jake W. Staser



Legislation Text

File #: 22-0394, **Version:** 1

ITEM TITLE:

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

SUBMITTED BY: Kate Huber, Planning Director

FISCAL NOTES:

Expenditure Required: \$125,493

Unencumbered Balance: \$125,493

Funding Source: 001-5500-43400

RECOMMENDATION:

Approve professional services agreement with Agnew::Beck Consulting for the Title 17 Code Revision in the amount of \$125,493.

SUMMARY STATEMENT:

The complete revision of the Valdez Municipal Code Title 17 Zoning Code was one of the primary high-priority actions identified in the Plan Valdez 2021 Comprehensive Plan. The actions identified within the plan include addressing desired uses that are not currently included in the zoning code, encouraging higher density housing and mixed-use districts, addressing the presence of short-term rentals within the community, and increasing flexibility and overall ease of use of the code for both the public and city staff and elected/appointed officials.

The city issued a request for proposals for the Title 17 revision on April 4, 2022 that closed on May 4, 2022. No firms responded to the initial solicitation.

After failing to receive any proposals, and in accordance with the Procurement section of the Municipal Code, section 2.80.075.J, the Planning Director reached out to qualified firms to solicit a direct proposal.

The sole proposal received was from Agnew::Beck Consulting, a firm based in Anchorage with extensive planning expertise and experience working with communities across Alaska. The project team also includes staff from Stantec Consulting Services with extensive experience in code analysis, drafting, and revision.

The process proposed by the consultant starts with a full analysis of the comprehensive plan and existing Title 17 zoning and Title 16 subdivision codes, including the zoning map and future land use maps. After preparing a technical memorandum identifying areas that are inconsistent with the goals of Plan Valdez and require revision, the team will execute a public outreach plan that incorporates

both the community feedback collected during the comprehensive plan, and new input collected that more closely targets the issues within the zoning code. The outreach plan will include a variety of methods for gathering input, from the formation of a working group to engaging key stakeholders and in-person public outreach and surveys.

Following the technical analysis and public outreach, the consultant will complete a full revision of the Title 17 zoning code, providing drafts for staff and legal review. Additionally, the project will include recommended revisions of the Title 16 subdivision code to bring alignment with Title 17 revisions.

The revision process will take approximately six months with an anticipated adoption process in March 2023. The adoption process requires a public hearing, recommendation from the Planning & Zoning Commission, and two readings before City Council. Please see the attached proposal for more information about the consultant team and proposed process and schedule for the project.



City of Valdez
Agreement for Professional Services

THIS AGREEMENT between the CITY OF VALDEZ, ALASKA, (“City”) and Agnew::Beck Consulting (“Consultant”) is effective on the _____ day of _____, 2022.

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

Project: Title 17 Zoning Code Revision
Contract No.: 1953
Cost Code: 001-5500-43400

Consultant’s project manager under this agreement is Shelly Wade.

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

City’s project manager is Kate Huber.

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 and shall not exceed \$125,493.00 without prior authorization.

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 8 months 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: Title 17 Code Revision
Contract No. 1953
Cost Code: 001-5500-43400



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

Agnew::Beck Consulting

**CITY OF VALDEZ, ALASKA
APPROVED:**

Authorized Signature

Sharon Scheidt, Mayor

Printed name

Date:

Date:

ATTEST:

Title:

Sheri L. Pierce, MMC, City Clerk

FEDERAL ID #:

Date:

Mailing Address

Mark Detter, City Manager

City, State, Zip Code

Date:

RECOMMENDED:

Signature of Company Secretary or Attest

Kate Huber, Planning Director

Date:

Date:

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

Jon S. Wakeland

Date:



Appendix A

Scope of Work

BASIC SERVICES

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

A comprehensive code rewrite of Title 17 and select revisions to Title 16. The scope of work is more specifically described in the attached proposal dated June 21, 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 \$125,493 per the proposal attached to Appendix A of this Agreement, without prior authorization by the City as required in Section V of the General Conditions (Appendix C).



Appendix C General Conditions

I. Definitions:

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

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

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

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

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

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

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

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

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

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



II. Information and Services from Others:

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

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

III. Indemnification

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

IV. Insurance:

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



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

V. Payments:

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

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

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

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

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

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



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

VI. Changes:

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

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

VII. Audits and Records:

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

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

VIII. Inspections:

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

IX. Termination or Suspension:

This Agreement may be terminated by either party upon ten (10) day's written notice if the other party fails substantially to perform in accordance with its terms through no fault of the party initiating the termination (default termination). If the City terminates this



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

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

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

X. Officials Not to Benefit:

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

XI. Independent Consultant:

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

XII. Ownership of Work Products:

Work products produced under this Agreement, except items which have preexisting copyrights, are the property of the City. Payments to the Consultant for services hereunder includes full compensation for all work products, field notes, interim work, reports, and other materials produced by the Consultant and its Subconsultants pertaining to this Agreement. Any re-use the City might make of these work products shall be at the City's own



risk and the Consultant shall not incur any liability for the City's re-use of the work products on any project for which they were not intended.

XIII. Subconsultants, Successors and Assigns:

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

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

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

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

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

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

XIV. Claims and Disputes:

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

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



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

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

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



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

All of the insurance coverages listed in Article 5 shall be purchased by the Consultant. The City shall be made an additional insured on the Consultants Commercial General Liability policy in connection with the activities related to this contract. The Consultant shall purchase and maintain the Article 5 insurance coverages with limits not less than those specified for the duration of the Agreement. The professional liability insurance shall be maintained in force for one year following the date of final payment for the work performed herein. The amount of the contract may be renegotiated if the insurance premiums for the following year are raised over those in force when the contract was let. Should the professional liability insurance become unavailable during the one year period following the date of final payment, the insurance coverage may be renegotiated between the owner and the Consultant. Insurance coverage shall provide for negligent acts, errors or omissions which the Consultant, employees of the Consultant or Subconsultant may make which produce loss or liability to the Owner and for the protection against loss which results from reliance on the Consultant's products, reports or a combination thereof. Failure to comply with the provision for maintaining the insurance in effect for one year following the date of final payment may be cause for the Owner to refrain from dealing with the Consultant in the future.

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.

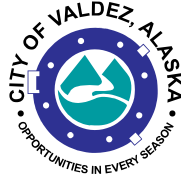
Nothing contained herein may be deemed to create any contractual relationship between the City and any Subconsultants or material suppliers; nor may anything contained herein be deemed to give any third party a claim or right of action against the City or the Consultant that does not otherwise exist 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.

Agreement for Professional Services
Project: Title 17 Code Revision
Contract No. 1953
Cost Code: 001-5500-43400



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

XVI. Governing Laws:

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

XVII. Minimum Wages:

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



City of Valdez
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: Title 17 Zoning Code Revision
Contract Number: 1953

The undersigned hereby acknowledges receipt of the amount of \$ 125,493 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.



Title 17 Zoning Code Revision

A proposal from Agnew::Beck Consulting and Stantec to the City of Valdez



Submitted to Kate Huber, Planning Director
via e-mail, khuber@valdezak.org

June 21, 2022



Contents

Cover Letter	1
Scope of Work	2
Project Understanding.....	2
Methodology	2
Project Management.....	9
Project Team	9
Organization Chart	9
Project Schedule	9
Project Management Practices	10
Team Resources.....	10
Team Qualifications	11
Firm Overviews	11
Relevant Project Experience.....	12
Client References.....	16
Fee Schedule and Cost Estimate	17
Fee Schedule	17
Cost Estimate.....	18
Project Team Resumes	19

June 21, 2022

Kate Huber, Planning Director
City of Valdez
212 Chenega Ave.
Valdez, AK 99686



RE: Proposed Professional Services for Title 17 Zoning Code Revision

Dear Ms. Huber,

We are pleased to provide a proposal to assist the City of Valdez in updating Title 17: Zoning as part of implementation of the recently approved comprehensive plan, PlanValdez. We congratulate the community on successful adoption of the new plan, which will provide the vision and policy guidance needed for a successful revision and implementation of the updated zoning code.

Our proposed project team, Agnew::Beck Consulting (Agnew::Beck) and Stantec Consulting Services Inc. (Stantec), brings extensive experience in planning and policy development. Agnew::Beck has 20 years of planning experience working in Alaska communities, from visioning to implementation. Stantec brings both local and national expertise in code revision, including planning issues relevant to Valdez such as seismic conditions, hazard mitigation and winter climate. Our team also highly values community engagement, from educating and working with the public to identify a vision and goals, to working closely with technical experts, developers and others who will utilize the zoning code and have a practical perspective on what works. We appreciate the work done to date in developing PlanValdez, and the opportunity to leverage this engagement to guide discussion in this process.

Agnew::Beck Consulting and Stantec are authorized to do business in Alaska. Agnew::Beck is a women-owned business enterprise. By submitting this proposal, we affirm that Agnew::Beck and Stantec will comply with all provisions and terms in this request for proposals. We do not anticipate any conflicts of interest with this project. This proposal is open and valid for ninety (90) days from the date of this letter. We are also ready to discuss and make any revisions to this proposal to better meet your needs.

Thank you for the opportunity for our team to submit a proposal.

Sincerely,

Shelly Wade, AICP, Principal::Owner

Agnew::Beck Consulting | 645 G Street, Suite 200 | Anchorage, AK 99501
shelly@agnewbeck.com | 907.242.5326 | www.agnewbeck.com

Scope of Work

Project Understanding

Agnew::Beck (“A::B”) and Stantec (the “team” herein) understand that the City of Valdez (“City”) would like to revise its regulatory framework to align its zoning and land use standards with the recently adopted Comprehensive Plan (“PlanValdez”). Specifically, the project will include text amendments to Title 17: Zoning Ordinance of the Municipal Code, refinements to the official zoning map(s), and recommendations to update Title 16: Subdivision to implement the land use and other related policies from PlanValdez. The text and map revisions will:

1. Build on past engagement activities and community feedback from the Comprehensive Plan update;
2. Respond to the existing built environment, environmental features, and potential natural hazards;
3. Work within the City’s established regulatory framework (i.e., existing code, standards, and requirements); and
4. Align with the goals and implementation actions from the PlanValdez document.

The team understands that the revised maps and code revisions will be instrumental to achieve the community’s vision for Valdez; obtain quality and harmonious development patterns; protect people, the built environment, and the natural environment; and provide clarity and predictability for land use and development projects across the city. We also understand that a well-written code will allow staff to effectively regulate land use and development, and over time to protect and enhance the community as it grows and changes. The code will also help applicants to effectively understand and comply with the local requirements, making it easy for applicants to meet the City’s expectations for design and submittal.

We understand that the code revision project includes public engagement that involves City departments, the Planning and Zoning Commission, residents, community groups, as well as consultation and engagement with landowners, businesses, designers, and other development entities, so the resulting code revisions and zoning map reflect the diverse needs of the community, while creating code that is practical, usable, and effective in achieving the goals of PlanValdez. Our team intends to build on the engagement and consensus-building already done in the PlanValdez project, avoiding “engagement fatigue” and utilizing the policies in the plan as documentation of the community’s broad intent.

We also understand the City’s desire for one-page, by zoning district or topic, user guides that can aid in both user and public education and code implementation. However, we recommend this suite of products be developed separate from the code revision project itself, and more strategically, with input from key stakeholders about what tools would be useful for achieving education and implementation goals. This task and the related deliverable(s) are not included in our proposed scope of work.

Methodology

Our team will complete the following tasks as part of the project scope. We will act as partners with City staff to provide talent, technical assistance, and advising so the resulting code and map amendments align with the community’s values and implement the goals and vision from the PlanValdez policy document. Specifically, our team will analyze the existing code, write the code and map revisions, document stakeholder feedback, and assist with the adoption process.

Task 1: Project Initiation & Ongoing Management (A::B lead; Stantec support)

We will initiate the project with a kick-off meeting between key members of the City Planning Department, and A::B/Stantec team to confirm the scope/work plan and schedule for the process, clearly define roles, and

identify key dates in the process, particularly initial deadlines for completion of existing code analysis (Task 2) and Public Outreach Plan (Task 3).

Following the kick-off, project managers will maintain regular communication to move the project forward, coordinate efforts, and manage the timeline and budget. Specifically, given the six to nine-month schedule for the project, the team will schedule weekly project check-ins, and the A::B team will provide monthly status reports with each invoice.

Deliverables

1. Kick-off meeting with City staff, Agnew::Beck and Stantec team members.
2. Work plan and schedule for code revision process.
3. Summary of weekly check-ins and monthly status reports (to accompany invoices).

Task 2: Plan and Existing Code Analysis (Stantec lead; A::B support)

The consultant team will review, assess, and document the City's comprehensive plan and code documents which will serve as baseline data for the code and map revisions. The team will prepare a technical memorandum of findings and preliminary recommendations. As a core objective, the team will identify options to revise the City's code to align with PlanValdez. The following lists the approach and deliverables for each of the following City documents.

- A. **PlanValdez** | The team will review the PlanValdez document to understand the community's long-range vision for the City as it relates to land use, development form, and preservation. Specifically, we will list each of the Place Types described in the PlanValdez document and the corresponding land uses and development forms. We will also list key goals and actions that will guide the code revisions.
- B. **Title 17: Zoning** | The team will review and assess the standards and requirements listed in Title 17: Zoning Ordinance of the Municipal Code. We will prepare a report that (a) summarizes the current requirements, (b) identifies methods to align code with the PlanValdez goals/actions, and (c) presents ideas to make the code clearer and more streamlined.
 - **Zoning Districts:** The team will compare the current zoning districts with the Land Use Place Types listed in PlanValdez. We will compare existing zones to each Place Type in the plan and summarize allowable land uses and building types for each zone, identifying potential inconsistencies to resolve. Finally, the team will summarize the dimensional standards for each zone (e.g., setbacks, height limits, etc.) and identify potential conflicts with the corresponding Place Types; this analysis will serve as a baseline for potential regulatory revisions.
 - **Use and Conditional Use Standards:** The team will review and summarize requirements and limitations applicable to specific land uses, and conditional uses, which are normally intended to protect surrounding properties from negative impacts. The team will recommend additional uses to allow more flexibility in the code, and other potential regulatory refinements to achieve better compatibility for those uses. A particular focus will be home occupations and short-term rentals.
 - **Parking:** The team will review and summarize the current parking requirements in terms of dimensional/design requirements (stall and driveway sizes) and minimum parking ratios by use (parking quantities). For comparison purposes, the team will identify the parking ratios from the Institute of Transportation Engineers (ITE) Parking Generation Manual which are based on case studies across the United States in various settings. The team will also identify potential conflicts between parking requirements and the intended character of specific Place Types (e.g., the Town Center and Mixed-use Center are intended to be strong pedestrian destinations).

- **Administration and Procedures:** The team will review and summarize current administrative and review procedures for various land use and zoning applications in the City. We will identify potential revisions to clarify process, streamline desired development, and provide review for land uses and development types that may pose compatibility concerns at certain locations. The Team will incorporate findings from a listening session with City staff (Task 3).
- C. **Title 16: Subdivision** | The team will review Title 16: Subdivision and provide recommendations on potential revisions to streamline the review process and eliminate redundancy with Title 17. We will also summarize current roadway standards and identify potential revisions based on the Place Type descriptions in PlanValdez (i.e., context sensitive roadway standards).
- D. **Zoning Map** | The team will conduct a comparative analysis of the City's current zoning map with the Land Use Place Type map from PlanValdez. We will note areas on the zoning map that do not align with the Land Use Plan Type Map and provide options for district changes. The team will also identify potential overlay zones (and location) pursuant to PlanValdez.

Deliverables

1. Zoning Map with notes that identify areas that are inconsistent with the Land Use Place Types map with potential district recommendations.
2. Technical memorandum with PlanValdez, Title 17, and Title 16 analysis and recommendations.

Task 3: Public Outreach (A::B lead; Stantec support)

The team will create a Public Outreach Plan that will define the community engagement methods and activities for the code revision project. The Public Outreach Plan will build on community feedback obtained through the recently completed Comprehensive Plan (PlanValdez) update process and provide other methods to engage community members in a meaningful way. At a minimum, the Public Outreach Plan will include listening sessions with City Staff (prioritizing Planning and Public Works), work sessions with the Planning & Zoning Commission, surveys and an in-person engagement event for community members, and a project Working Group with community representatives and City staff. Below is our proposed Public Outreach Plan:

- A. **PlanValdez Community Feedback Review** | The team will review community feedback from the Comprehensive Plan update process. The team will summarize key themes as it relates to code revision. We understand that the City will be responsible for providing all relevant community engagement documentation to our team, as well as guidance on themes and community priorities.
- B. **Staff Listening Session** | The team will host a listening session with City staff to understand challenges in code implementation and real-life application, areas to streamline the review processes, options to improve the design and dimensional standards, and other ideas to improve how the city regulates land use and development. The team will document staff feedback.
- C. **Planning and Zoning Commission** | The team will facilitate two work sessions with the Planning and Zoning Commission to obtain recommendations and feedback on potential code revisions. At the beginning of the process, the team will host an idea-generating workshop with the Commission to obtain their needs and desires to improve the regulatory and land use framework; we will structure discussion by topic, so the discussion is clear and linear in format. Toward the end of the drafting process, our team will host another work session with the Commission to present the draft code and map and solicit Commissioner feedback on the proposed amendments. We will document Commissioner feedback and work closely with staff to perform additional revisions to the draft document package.
- D. **Working Group** | The team will assist the City in forming an official Working Group comprising representatives from city departments, Planning and Zoning Commission, City Council, residents,

development experts, businesses, and other relevant entities. The Working Group will be the core recommendation body for code and map revisions. The Team will facilitate monthly Working Group meetings to present code sections, present potential code revisions, and seek feedback from individual members. All Working Group meetings will be conducted virtually using readily available web-based conferencing platforms. The team will prepare materials for each meeting and document outcomes from the discussion in the form of notes. We anticipate the City will be responsible for convening the Working Group, distributing materials, and scheduling and noticing meetings.

- E. **Key Stakeholder Engagement** | The team will assist the City to host a community survey and public engagement event aimed to educate community members on the broad vision and policies in PlanValdez, the purpose and use of zoning code to implement that vision, and to engage the public about desired development form and scale, and how land uses will be distributed throughout the City. We plan to strategically use the City's established engagement platforms and procedures, such as [FlashVote](#) (recognizing this is a newly acquired tool), as well as collaborating with the new Communications Director to advertise and create messaging about the process.
- **Entities to Engage:** We are familiar with the diverse organizations and perspectives in Valdez who need to be engaged in this process, including major landowners and other entities who have and are likely to utilize the zoning code in development. For example, a debrief seeking feedback about one or more recent development projects would help illustrate issues with current code, including policies and processes, and provide tangible illustrations of issues this code revision is intending to fix. We also anticipate working closely with the City to identify a list for recruitment to the Working Group, individual interviews and other methods during this process, to ensure the list is comprehensive. These include:
 - Tribal entities in the region including Valdez Native Tribe, Chugachmiut Regional Corporation and Tatitlek Corporation;
 - Alyeska Pipeline Services, Petro Star Alaska, and other petroleum industry and support services companies who operate in Valdez;
 - Peter Pan Seafoods and other fishing industry companies who operate in Valdez;
 - Valdez Convention and Visitor's Bureau and other businesses operating in the region, particularly in the tourism and hospitality industry;
 - Landowners with property in Valdez, especially owners with undeveloped land who may consider creating a subdivision or new development in future;
 - Institutions such as Providence Valdez Medical Center, Prince William Sound College (PWSC), State of Alaska owned Valdez Airport, and others with local facilities.
 - Developers, architects, and engineers who provide services to clients in Valdez, including residential, commercial, and industrial projects; and
 - If available, homeowners or residential builders who have recently completed a project in Valdez and who have the most direct experience with current code.
 - **Survey:** The team will prepare and implement an online stakeholder survey with plain-language questions so community members and other key stakeholders can identify their preferred development scale, design, and district character. The survey results will guide the team's approach to specific code revisions.
 - **In-Person Engagement:** Midway through the process, we will co-host with City staff an in-person event to educate the public on project objectives, communicate draft regulatory changes, and obtain feedback on draft code and map revisions. This event could be a public open house, stakeholder group interviews, or a series of pop-up events at major community destinations (e.g.,

schools, libraries, shopping centers), to be recommended by the city. We will document the participant feedback from the survey and meeting(s) and incorporate the feedback into the draft.

- F. **Project Promotion and Advertising Support** | The team will provide project promotion and advertising support to City staff throughout the project to inform the community about upcoming events and opportunities to participate, as well as updates on project progress. At a minimum, we will provide content and graphics for two postcard bulk mailers, two press releases, and the City's Facebook page.

Deliverables

1. Public Outreach Plan that lists the engagement methods, target audiences, and timeline/sequencing.
2. Communication graphics and other materials that will be used for the outreach events (created concurrently with each event).
3. Report summarizing each event, the questions posed and participant responses, including the online survey.
4. Summary notes and participant feedback in each Working Group meeting.
5. Text and graphics support for the design of 2 postcard bulk mailers throughout the process and content for the City's Facebook page.
6. Narrative for up to two press releases at major project milestones.

Task 4: Title 17 Code Revisions (Stantec lead; A::B support)

The team will use analysis of existing code (Task 2), Public Engagement feedback (Task 3), and professional experience to perform revisions to Title 17: Zoning Ordinance to align the City's land use and development framework with the goals and actions of PlanValdez. The team will perform all revisions in underline and strikethrough format using Microsoft Word; proposed deletions will be displayed as strikethrough text, recommended additions will be displayed as underline text. We will present each chapter/section with the Working Group and perform additional text and map refinements based on participant feedback. We understand that the City attorney will provide legal review of the proposed code language, beyond the role of the consultant team's responsibility. We will make up to two rounds of revision in response to full legal review of the draft.

We will focus code revisions on the following code sections and topics, as well as recommending other code revisions, so the entire title works cohesively from a regulatory and process standpoint.

1. **Administration and Enforcement** | The team will revise the City's administration, enforcement, and review procedures as appropriate, to provide clarity on the process, submittal requirements, and associated decision-making bodies. We will create a development review matrix that lists each application type with the associated review procedures and decision-making body. We will use feedback from the staff listening session (Task 2) to understand and respond to the City's internal processes and staff capacity for application review. We will refine the descriptions, membership, tenure, and duties for each decision-making body (e.g., Planning and Zoning Commission, Board of Adjustment, etc.).
2. **Zoning Districts** – The Consultant Team will revise the City's zoning district standards to align with the corresponding Place Types in PlanValdez in terms of allowable uses, development scale, building types, and dimensional standards (e.g., setbacks, height, building types, etc.). This will include the following:
 - Update district descriptions to coincide with the Place Types in PlanValdez.
 - Update density requirements in each district to allow for housing options, consistent with PlanValdez goals and objectives.
 - Create a Table of Allowable uses listing allowances and associated review procedures by land use and zoning district (e.g., administrative, or conditional use review) in one user-friendly matrix.

Particular attention will be paid to expanding mixed-use options per the guidance of PlanValdez; these would be linked with appropriate design standards in other sections of the code.

- Create a Table of Dimensional Standards listing setbacks, lot dimensions, and structural height limitations for each district in one matrix (we propose moving lot standards from Title 16).
 - Write additional development criteria and standards for specific zoning districts that warrant unique design considerations (e.g., district comprising the Town Center Place Type may require pedestrian-oriented design standards).
 - Author new zoning district (and overlay) descriptions and standards, consistent with PlanValdez.
3. **Supplemental Standards** | The team will author code amendments to other sections to address development elements such as parking, landscaping, buffering, circulation and access, and amenities.
- Align land use categories with the new Table of Uses and recommend parking ratios that align with the ITE Parking Generation Manual and/or Working Group recommendations.
 - Write landscaping standards for property frontages for certain uses.
 - Write buffering standards for abutting land uses with different intensities and/or environmentally sensitive resources.
 - Address unique environmental conditions, such as the need for ample snow storage during winter months, and other context-specific issues related to Valdez's geologic and seismic landscape, mountainous terrain and addressing potential hazards such as earthquakes.
 - As appropriate, provide revisions to methodology and calculation provisions of the code such as setback and height measurements, density calculations, fences and wall allowances, and intersection visibility. The team will update the City's signage requirements, so the standards work with other code revisions and the allowable signage corresponds to the Place Type designations. For example, the Town Center is planned as a pedestrian-oriented, mixed-use environment which may include limitations on sign types and sign face area.
4. **Specific Use Standards** | The team will revise standards applicable to specific land uses, aimed at achieving compatibility with surrounding properties and achieving the community's preferred development character for specific areas of the city. This work will focus on uses and development types listed in the current Title 17, Conditional Uses and Supplementary Use Regulations sections. Based on Working Group feedback, we may write unique standards for up to six (6) additional specific land uses. Examples include: multi-family buildings, mixed-use projects, petroleum service operations, mining and extraction, short-term rentals, bed and breakfast, or a destination resort.
5. **Variance, Adjustments and Nonconforming Situations** – The team will update and refine allowances, limitations, criteria, and procedures for variances and nonconforming situations that would allow for the reasonable use, expansion, and preservation of existing structures and established land uses in the City. Based on Staff and Working Group recommendations, we will write a process and definitions for administrative review of minor deviations from the City's zoning requirements; whereas, an Administrative Adjustment process can serve as an alternative to a Variance.

Deliverables

1. Title 17: Zoning Ordinance revisions in underline and strikeout format using Microsoft Word.

Task 5: Title 16 Subdivision Code Recommendations (Stantec lead; A::B support)

The team will provide written recommendations to revise Title 16: Subdivisions, so the platting and subdivision process and requirements align with the proposed revisions to Title 17. We will focus the

recommendations on aligning the City’s platting and subdivision review processes and submittal requirements with the revised procedures outlined in Title 17, and lot design standards correspond with the zoning districts (e.g., minimum lot sizes, frontage requirements, and density limitations).

Deliverables

1. Summary report detailing recommended Title 16 revisions.

Task 6: Map Revisions (Stantec lead; A::B support)

The team will create a revised zoning map depicting recommended zoning district and name revisions to align with the Land Use Place Types map from PlanValdez. We will create the zoning map using geographic information systems (GIS) software and will provide the final maps in both PDF and MXD (GIS shapefile) file formats. We anticipate that the City shall provide the current zoning map to the team in GIS shapefile format; this will serve as the baseline data for map revisions.

Deliverables

1. Revised zoning map in PDF file format.
2. GIS shapefiles of the revised zoning map.

Task 7: Final Code Preparation (Stantec lead; A::B support)

At the end of the process, the team will prepare two versions of the proposed Title 17: (1) an underline and strikeout version depicting existing text, proposed text additions (underlined), and proposed text deletions (strikeout), and (2) a “clean” version of the proposed text as it would appear in the City’s municipal code and web publishing service (for online viewing). We will summarize code revisions in a brief memorandum.

Deliverables

1. Final code revisions in underline/strikeout format using Microsoft Word and in PDF format.
2. Final revisions in a “clean version” of the proposed text, in both Word and PDF formats.
3. Technical summary memorandum describing the proposed changes in each code section.

Task 8: Adoption Support (A::B lead; Stantec support)

The team will be the City staff’s partner throughout the adoption process, providing code documents, staff reports, presentations to the Planning & Zoning Commission and City Council. In this scope the team assumes all public hearings will take place in person.

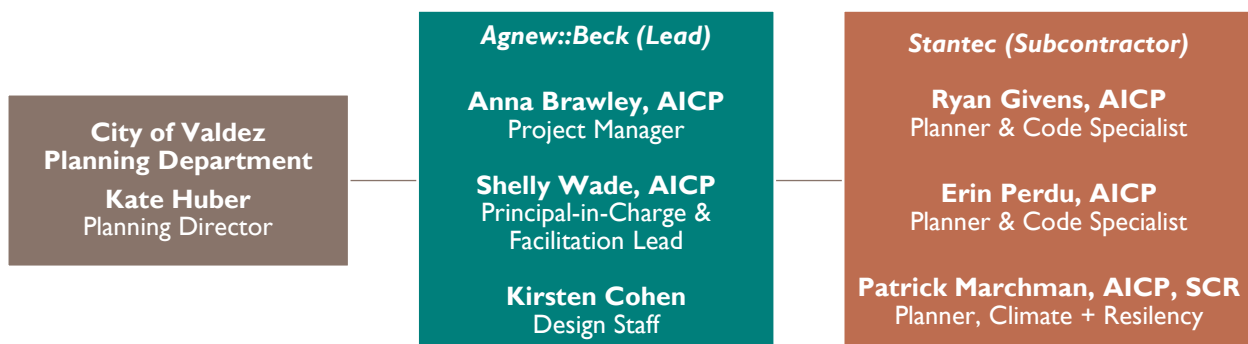
- **Staff Report** | The team will co-author the staff report to be used in the adoption process, including summary of code changes and assembling and formatting the proposed Ordinance (Task 7).
- **Staff Meetings** | We will meet with staff once prior to each meeting to review packet materials and goals for each presentation.
- **Planning and Zoning Commission Presentation** | The team will present the new ordinance and zoning map at a Planning and Zoning Commission meeting, where the Commission will make a recommendation to City Council on adoption of the ordinance.
- **Public Hearing** | The team will provide an updated report to the City Council for the public hearing, including a summary of public comments and feedback from the Planning and Zoning Commission. Team members will be present at the hearing to provide a presentation and respond to questions.
- **City Council Hearing** | The team will provide a staff report summarizing the public hearing and make a final presentation to the City Council for adoption of the Code and zoning map.

Project Management

Project Team

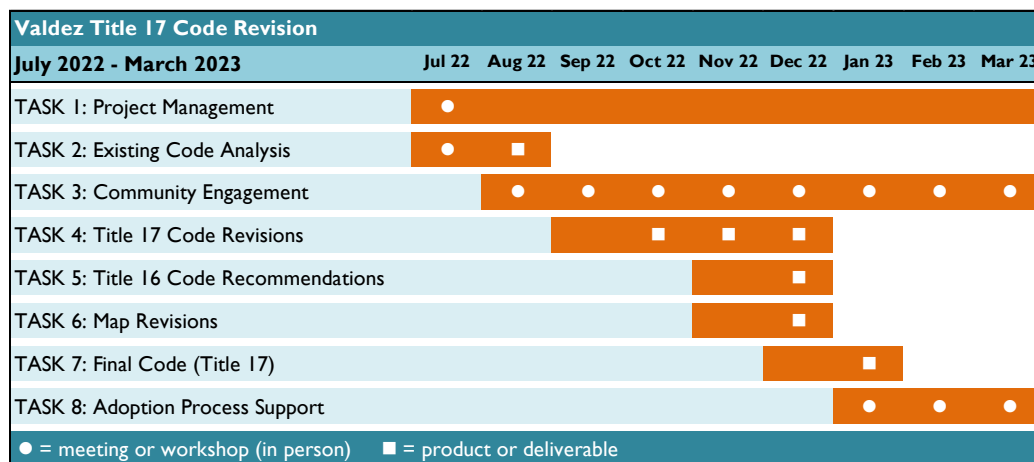
Our proposed team includes the following staff, who will lead and conduct most of the work on this code revision project for the City of Valdez. Both firms have extensive planning expertise and bring experience working with Alaska communities. Agnew::Beck will serve as the project's prime contractor and will lead project management, public engagement and revised code approval (Tasks 1, 3 and 8). Stantec will lead code review and development of code revisions, as well as producing maps and final code language for approval (Tasks 2, 4 through 7). Agnew::Beck and Stantec will collaborate closely to integrate zoning best practices and effective land use policies into new zoning code that responds to the unique landscape and character of Valdez, consistent with the vision, goals and implementation actions of PlanValdez.

Organization Chart



Project Schedule

The team anticipates this project will take approximately 6 months to conduct review of current code, engage with the Working Group, public and relevant stakeholders, and complete a full review draft of the new Title 17 code. We anticipate the final approval process will be successful based on the proposed foundation of education, discussion and iterative review; however, the approval process may extend later into spring 2023, depending on the pace of public hearings with the Planning and Zoning Commission and City Council.



Project Management Practices

Our team will follow these project management guidelines and practices to support effective teamwork and completion of project deliverables on time and within budget.

Regular Status Reporting

Good communication and regular status reporting are keys to the success of any project. For the project to be successful, the client project manager should plan to partner with the Agnew::Beck project manager on a day-to-day basis to address project issues as they arise and provide leadership and direction to the project team. We will provide monthly status reports to City staff and will conduct bi-weekly check-ins to assess project progress and identify key next steps.

Scope Management

It is not uncommon for the scope of a project to change as more is learned during the discovery and analysis process; however, changes in scope can have an impact on a project's budget and timeline, and it is important to set up a clear process for handling such changes. The Agnew::Beck project manager will work directly with the City project lead to identify and discuss potential scope changes as needed to achieve the project's objectives. If applicable, Agnew::Beck will provide timely change orders or contract addenda in a timely manner, following authorization by the City, to control costs and budget allocations.

Timeline Management

A project timeline will highlight benchmarks, intermediary goals, and deliverables for completion by the project team to keep the project on track. The Agnew::Beck project manager will work closely with the City project lead to troubleshoot any unexpected delays that occur. Changes to the timeline based on internal or external forces will be communicated to the project team as they occur, and the project timeline will be adjusted accordingly.

Budget Management

When creating the project budget, Agnew::Beck estimates the level of effort a project is anticipated to require on a task-by-task basis. At the aggregate level, the project budget outlines the total funding available for the project based on the scope outlined in this document. The project manager will monitor the budget regularly. If changes in scope or delays in the project timeline present a risk to the total project budget, the Agnew::Beck principal and City project lead will be notified as soon as possible.

Team Resources

Agnew::Beck occupies a fully functioning office, served by all necessary office equipment to complete tasks in a timely and professional manner. Agnew::Beck possesses the following computer software for report production: all Microsoft Office programs, Adobe Acrobat and Adobe Creative Suite, ArcGIS, WordPress, and Campaign Monitor. Agnew::Beck has good working relationships with several local printing companies, as well as a solid understanding of how to submit documents for print and package for mailing. Agnew::Beck has reliable Internet access and in-house expertise in website design and web-based communication, as well as excellent working relationships with other professional web designers and technicians. Work will be performed by Agnew::Beck in Anchorage, Alaska; Stantec staff will work remotely in Bellevue, Washington and Minneapolis, Minnesota, based on the location of the firm's most qualified code writers. Staff members are available to attend project meetings at client offices or other locations required by the project.

Team Qualifications

Firm Overviews

Agnew::Beck Consulting

Agnew::Beck is a multidisciplinary consulting firm based in Anchorage, Alaska. We are skilled in analysis, policy development, planning, public engagement, and project implementation. Since 2002, we have helped our clients strategically respond to challenges and opportunities to achieve their goals. We work to build healthy communities locally, regionally, and statewide.

Our firm's areas of specialty include:

- Land Use, Economic Development and Community Planning
- Communications and Public Engagement
- Data Analysis and Market Research
- Capacity Building and Technical Assistance
- Tribal Governance and Operations
- Housing and Affordable Housing
- Strategic Planning and Facilitation
- Grant Writing and Project Financing

By combining creativity and vision with practical implementation, Agnew::Beck helps clients accomplish short-term objectives and set out a clear path for long-term success. We are committed, passionate, and practical partners, working together to identify and tackle a project's most important issues with smart, effective solutions, and with community stakeholders at the center of the process.

"Engage, Plan, Implement" is our approach to helping people, places and organizations get beyond ideas and issues, and get into making things happen.

About Stantec

Stantec Consulting Services, Inc (Stantec) is a multi-disciplinary consulting firm with specific expertise in community planning, redevelopment strategies, infrastructure design, and policy advising. Since 1954, Stantec's design professionals partner with local communities to create captivating and functional places for diverse populations and backgrounds; our guiding value is "design with community in mind." Communities are fundamental. Whether around the corner or across the globe, they provide a foundation, a sense of place and of belonging.

Stantec unites 22,000 employees working in over 400 office locations across 6 continents with a major office in Anchorage. Our work includes professional consulting in planning, urban design, architecture, engineering, and environmental sciences. Stantec's planners have experience in public policy, comprehensive planning, urban design, zoning codes, land use entitlements, and a variety of special projects focused on urban redevelopment and growth management.

Zoning and Land Use Regulations: Stantec's planners frequently author zoning and land development standards that implement the community's vision and urban design preferences. Because we have also worked as public sector planners, we have a firm understanding of the entitlement process, dimensional standards, and land use. We understand that a code needs to be easy to use and interpret, making it easy for property owners and developers to give the city what it wants. Stantec's planners also understand the

connection between Comprehensive Plans/Specific Plans and the implementing zoning standards, so the community's vision and aspirations are realized through quality (re)development projects. We write land use regulations that embody the community's needs, whether that be a form-based approach or traditional Euclid-style zoning regulations.

Land Development: Stantec's planners understand land development in terms of design, market conditions, and entitlement procedures (e.g., site plan review, design review, and legislative procedures). Stantec's planners work with private developers through all phases including feasibility, permitting, and construction. Its planners understand the connection between local policy and actual real estate investment. Stantec's planners will apply their land development knowledge to verify that its zoning recommendations respond to market demands and construction requirements.

Relevant Project Experience

Anchorage Downtown Comprehensive Plan Update and Implementation

Municipality of Anchorage | 2021-2022 | Agnew::Beck | As subcontractor to Huddle AK, Agnew::Beck has supported the Municipality of Anchorage Planning Department to prepare a targeted update to the Anchorage Downtown Comprehensive Plan, and implement specific recommendations. The targeted update assessed present-day conditions by reviewing the most recent economic, housing, and demographic data; public feedback; recommended changes to municipal code; and evaluating land use incentives to revitalize and develop Downtown Anchorage. Agnew::Beck prepared a housing market study to support the targeted update and offered peer review of the planning recommendations and implementation strategies.

Agnew::Beck has assisted the Planning Department with implementation of priority strategies through three different initiatives. First, Agnew::Beck supported financial feasibility and pro forma analysis of new housing in Downtown Anchorage, convening a working group of private developers, State agencies and local officials to identify incentives for new housing and redevelopment in downtown. Second, Agnew::Beck helped to develop a target number for new housing units in Downtown (1,400 new units in the next 10 years), reviewing housing strategies of other comparable communities. Third, Agnew::Beck supported a process to update the development code in Downtown by sharing economic and financial feasibility data and providing context for recommended changes that simplify Downtown's zoning code. The plan was adopted by the Anchorage Assembly in April 2022.

Work Sample: Public hearing draft [final version is not yet published online]

<https://www.ourdowntownanchorage.com/9670/widgets/40082/documents/24619>

Holly Springs Unified Development Ordinance

Town of Holly Springs, NC | 2021 | Stantec | Stantec created a new Unified Development Ordinance for the Town of Holly Springs, NC, which included zoning and subdivision regulations. The new code was designed to be heavily graphic, easy to use, and greatly streamlined from the previous version. The Stantec team drafted regulations in line with the Town's recently adopted Land Use and Character Plan, including: districts that allowed a wider variety of housing types; increased densities in several districts; site design standards that ensure mixed use is developed with pedestrians and quality-of-life in mind. To encourage development in accordance with the city's vision, the new UDO also includes a greatly streamlined review process for reviewing land use and development applications, particularly those that follow UDO standards.

Work Sample: Unified Development Ordinance (UDO)

https://www.hollyspringsnc.us/DocumentCenter/View/38082/UDO_Full_SUP1

Brooklyn Park Zoning Diagnosis and Ordinance Overhaul

City of Brooklyn Park, MN | 2021 | Stantec | After completing the comprehensive plan for Brooklyn Park, Stantec completed a zoning diagnosis and overhaul of the ordinance. The zoning diagnosis served as a link between the comprehensive plan and updates to the code language. The team analyzed the ordinance and conflicts with comprehensive plan goals and objectives, called out opportunities to streamline the ordinance; identified outdated provisions and areas that could lead to legal challenges. The team then worked with the Planning Commission to break down the necessary revisions into manageable chunks and complete the revisions section-by-section. One focus of revision was eliminating or revising requirements that hampered equity and inclusion without a significant public purpose, such as minimum garage size and basement requirements for homes that priced out many segments of the population.

Work Sample: Code Analysis report is available on request.

Carbon County Communities Zoning and Regulatory Analysis

Helper, UT and Price, UT | 2021 | Stantec | As part of the Carbon County US EPA Brownfield Community Wide Assessment Grant, Ryan led comprehensive analyses of the City of Helper and City of Price, UT current zoning, land use, and development regulations to (i) identify potential regulatory barriers and (ii) define opportunities to support urban infill, adaptive reuse, and redevelopment projects in and around downtown and at key nodes along the key commercial corridors in each city, (iii) opportunities to protect and strengthen the established community character, and (iv) strategies to streamline permitting and approval processes. The analysis examined existing conditions and recent revitalization initiatives, establishing a base line of where the community wants to be in the future. The team facilitated staff interviews to understand their goals for redevelopment and current challenges with the current regulations (that were in place). The final report identified code challenges by topic and listed potential text refinements to accommodate the community's goals, followed by drafting revised code language for the City of Helper.

Work Sample: Code Analysis reports for both communities are available on request.

Cordova Comprehensive Plan Update

City of Cordova | 2018 – 2019 | Agnew::Beck | In 2018, the City of Cordova selected Agnew::Beck to help update community's comprehensive plan. Agnew::Beck worked hard to engage the community in the plan update, offering innovative and diverse methods for connecting with residents. This included a survey and interactive map; a facilitated conversation and informational booth at Cordova's annual Iceworm Festival; a "question of the month" series seeking additional input on priority topics, a visitor survey and interviews with residents and community leaders. The public review period extended through the summer to allow seasonal residents to participate in the process, while also accommodating the busy summer fishing season, when residents may have limited availability to participate in a planning process. The plan was adopted by the Cordova City Council in December 2019.

Work Sample: Final Plan

<https://www.cityofcordova.net/wp-content/uploads/2021/08/2019-Cordova-Comprehensive-Plan.pdf.pdf>

Kenai Peninsula Borough Comprehensive Plan Update

Kenai Peninsula Borough | 2017 – 2019 | Agnew::Beck | The Kenai Peninsula Borough (KPB), located in southcentral Alaska, is a diverse region with abundant natural resources, thriving communities and opportunities for future growth. The Borough also faces serious challenges, including statewide issues of high costs, small and aging populations, distance from regional and global markets, high proportion of public lands and a severe decline in State revenue to support local services. In 2017, KPB selected a consultant team led by Agnew::Beck to update the comprehensive plan. From spring to fall 2017, the team worked closely with Borough leadership and staff to evaluate the 2005 comprehensive plan; research the relevant issues and trends

that impact KPB's people, communities and economy; engage with residents, businesses, tribal leaders and stakeholders in meetings, interviews, focus groups, and popular community events for their perspectives and ideas for the future; and identify potential goals, strategies and specific actions that formed the basis of the new comprehensive plan. The team attended over 20 community events, facilitated 15 stakeholder workshops, and conducted over 50 one-on-one interviews to collect data, identify issues, and build support for the final plan. A large component of the plan was dedicated to land use and transportation planning, including elements such as access control, freight, and non-motorized uses. The draft plan was released in Spring 2018 and was well received during the public review process. The plan was adopted by the KPB Planning Commission and Borough Assembly in November 2019 and was later awarded "Best Community Engagement Effort" by the Alaska Chapter of the American Planning Association.

Work Sample: Final Plan

https://www.kpb.us/images/KPB/PLN/PlansReports/Comp_Plan/2019_KPB_Comprehensive_Plan.pdf

Fairbanks Salcha-Badger Road Area Plan

Fairbanks North Star Borough | 2018 – 2019 | Agnew::Beck | The Salcha-Badger Road area has experienced profound changes over the past twenty years. The area's population grew rapidly from 2000 to 2010. Two squadrons of F-35 fighter jets are being stationed on nearby Eielson Air Force Base, which is expected to bring additional residents, employment opportunities and infrastructure investments to the region. The FNSB hired Agnew::Beck to develop the Salcha-Badger Road Area Plan, which serves as a community resource and guide for immediate and longer-term housing, transportation, utilities, recreation and commercial needs in the region. It also included a land use map and set of recommended policies to achieve the community's vision and goals. The project involved extensive outreach, including open houses, a survey, an interactive web-based commenting map, interviews, e-newsletters, [a project webpage](#). The plan was unanimously adopted by the Borough Assembly in September 2019. In 2020, the project team was awarded "Best Community Plan" from the Alaska Chapter of the American Planning Association. Portions of the plan are being implemented, most recently an approved rezone of the 166-acre Peede Tract for recreation uses.

Work Sample: Final Plan

<https://fnsb.gov/DocumentCenter/View/447/Salcha-Badger-Road-Area-Plan-PDF>

Kodiak Mill Bay Road Area-Wide Planning Study

Kodiak Island Borough | 2019 | Stantec and Agnew::Beck | Kodiak's Mill Bay Road corridor is emerging as Kodiak's new commercial hub, as area businesses slowly relocate outside the tsunami hazard area along its waterfront. Stantec led a redevelopment planning initiative for the Mill Bay Road corridor to address blighted properties, improve pedestrian/bicycle mobility, and support commercial reinvestment. Agnew::Beck provided market analysis to support and guide the planning efforts. Stantec led a robust stakeholder engagement process that included roundtable interviews with government partners, developers, property owners and the general public; these interviews articulated the community's needs and redevelopment goals. Stantec identified strategic rezones, regulatory amendments, and potential tax incentives to support future commercial services and mixed-use development. Stantec created a Framework Plan to designate opportunity sites and future capital projects; created recommendations for landscaping standards, small lot subdivision options, and property maintenance requirements; and authored an action plan for project implementation. Kodiak Island Borough is currently implementing the project recommendations into code.

Work Sample: Final report is available on request.

Agnew::Beck Staff

Shelly Wade, AICP | Principal in Charge, Community Engagement Lead

A lifelong Alaskan, Shelly was raised in North Pole and is a skilled project manager, facilitator, planner, and public engagement lead that excels at developing and implementing complex, multi-faceted stakeholder engagement processes and tools. She has successfully managed hundreds of planning projects across Alaska, and more recently, in the Lower 48 with projects in eastern Idaho and southern Colorado. Shelly uses her natural facilitation skills to assist communities, organizations and agencies create sustainable practices and healthier environments. She has worked directly with and diligently for public, private, and non-profit partners to ensure plan development and implementation success. She is highly requested by agencies and entities across the state to facilitate and sometimes mediate difficult processes. She is particularly adept at negotiating sometimes tough topics and personalities, including the management of multi-partner/multi-disciplined project teams, to help groups representing diverse partners identify their goals and tools for achieving their vision. Shelly has managed several award-winning comprehensive planning and community engagement projects across Alaska, including the referenced Salcha-Badger Road Area Plan and Kenai Peninsula Borough Comprehensive Plan Update. Shelly is the President of the Alaska Chapter of the American Planning Association, a Western Planner Board Member, and Interim Co-Chair of the Tribal and Indigenous Planning Interest Group of the American Planning Association. She is one of five women co-owners of Agnew::Beck Consulting.

Anna Brawley, AICP | Project Manager & Planner

Anna is a senior associate with Agnew::Beck, with over 10 years of experience in planning and public policy, and is AICP certified since 2017. She effectively navigates between the details and the big picture to organize the contract team, client staff, partners and other stakeholders to achieve a project's goals. Anna has led and supported public involvement processes for multiple planning projects across Alaska, from boroughwide comprehensive plans to site specific land use plans, and ranging from in-person meetings to project presentations to surveys and public comment periods. She also has extensive experience in planning and policy research, data analysis, case study development, and communicating complex ideas and findings to a variety of audiences in support of consensus building and decision making.

Kirsten Cohen | Design Associate

Kirsten recently returned to Agnew::Beck as an Associate. She was one of Agnew::Beck's first employees, and has worked with the firm on and off over the years as an employee or subcontractor assisting with design work. She brings a strong ability to support document and graphics production, meeting support, website updates and design-related work. Prior to re-joining Agnew::Beck in the spring of 2022, Kirsten provided environmental regulatory compliance support to public and private sector clients in Alaska.

Stantec Staff

Ryan Givens, AICP | Senior Planner/Urban Designer

As a land use and urban design expert, Ryan leads regulatory and policy projects for cities and county governments. In this role, Ryan translates the community's vision into a regulatory framework to guide future development to the desired urban form. With this experience, he authored several zoning codes, design guidelines, stormwater manuals, and subdivision ordinances for local communities. He is skilled at writing development standards for established communities, which promote infill and redevelopment in an urban context. Ryan understands both conventional zoning and form-based regulatory approaches. He facilitates stakeholders to select the regulatory approach that best aligns with local values and objectives. He knows how to seamlessly weave new policies into a community's existing codes and regulations.

Erin Perdu, AICP | Planning Group Leader, Midwest Region & Senior Urban Planner

Erin is a Senior Urban Planner with professional planning experience in both the public and private sectors. In her roles as staff planner and Community Development Director for multiple municipalities, she has gained an intimate knowledge of planning and zoning administration along the way. Erin has served as the project manager and lead planner on zoning audits, new zoning ordinances, comprehensive plans, and small area studies. She views zoning as the primary means to achieving a community's vision. Erin approaches all zoning projects with an eye toward making ordinance simple, concise, easy to use and understand - thus making it easy for developers to give the community what it wants.

Patrick Marchman, AICP, SCR | Senior Climate Risk & Resilience Advisor

Patrick is a program manager, planner and strategic advisor specializing in resilience, climate adaptation and climate risk, climate-induced relocation and managed retreat, hazard mitigation, and sustainability. He has managed local, state and regional programs with over \$1 billion in funding. Patrick also founded an industry-leading group in the climate adaptation space, serves as a board member for several climate and natural hazard-focused organizations, and built a climate resilience and sustainability practice. He has a passion for making connections to deliver solutions to the climate crisis and to build a more resilient and sustainable world. He is an AICP-certified planner and SCR (Sustainability and Climate Risk) certified professional.

Client References

Kellen Spillman, Community Planning Director, Fairbanks North Star Borough, 907-459-1266, kellen.spillman@fnsb.gov

Sam Greenwood, Public Works Director, City of Cordova, 907-424-6231, publicworks@cityofcordova.net

Nick Tatton, Community Director, City of Price, 435-636-3184, nickt@priceutah.net

Fee Schedule and Cost Estimate

The table below includes both firms' hourly rates by staff member, which form the basis of the cost estimate for professional services in the table on the following page.

Project expenses are also listed in the cost estimate, specifically travel expenses (flight, hotel and per diem) for onsite visits to Valdez, Alaska as specified in the Scope of Work. Expenses will be invoiced at cost.

Fee Schedule

Firm and Staff Member	Hourly Rate
Agnew::Beck	
Shelly Wade, Principal + Owner	\$175
Anna Brawley, Senior Associate	\$145
Kirsten Cohen, Design Associate	\$110
Stantec	
Ryan Givens, Senior Planner/Urban Designer	\$187
Erin Perdu, Senior Planner/Group Leader	\$187
Patrick Marchman, Senior Advisor	\$147

Cost Estimate

Valdez Title 17 Zoning Ordinance Revision; Agnew::Beck/Stantec Team Cost Estimate	
TASKS	TOTAL
Task 1: Project Management	\$10,598
Task 2: Plan & Existing Code Analysis	\$8,806
Task 3: Public Outreach	\$39,008
Task 4: Title 17 Code Revisions	\$30,170
Task 5: Title 16 Code Recommendations	\$4,907
Task 6: Map Revisions	\$6,455
Task 7: Final Code Preparation	\$6,190
Task 8: Adoption Support	\$14,359
Total Professional Services	\$120,493
Travel + Per Diem*	\$5,000
Other Expenses**	\$250
TOTAL ***	\$125,493
EXCLUSIONS + TERMS	
<p>* Travel & Per Diem - Includes roundtrip airfare and per diem for two A::B and one Stantec team member to conduct two in-person visits in Valdez. NOTE: Stantec team member is traveling from L48. A::B team members are traveling from Anchorage.</p> <p>** Other Expenses - Include costs for phone and related equipment and services required in the normal performance of the contract. Costs for services required to produce informational, advertising or meeting materials are included in this budget; however, costs for printing, mailing or otherwise distributing these materials, or for paid advertising or other public notices are not included in this budget and would be paid for directly by client, as needed. Digital versions of all final materials will be submitted in an organized manner to the client for future editing, use and reproduction. Rights to final versions of all materials are transferred to the client upon conclusion of the project. A::B reserves the right to use any and all project materials for educational and marketing purposes. A::B reserves the rights to any draft or conceptual materials developed in the course of the project, or other materials specified in the terms of the contract.</p> <p>*** A::B reserves the right to move budget between tasks, staff and subcontractors so long as costs do not exceed the total budget.</p>	



EDUCATION

Master of Science in Community and Economic Development and Sociology. Peace Corps Fellows Program. Illinois State University, Normal, IL. 2004

Bachelor of Science in Anthropology. University of Alaska-Fairbanks, Fairbanks, AK. 1993

PROFESSIONAL EXPERIENCE

Agnew::Beck Consulting: Principal/ Owner, 2016-present; Managing Associate 2013-2016; Senior Planner, 2007-2013

CERTIFICATIONS AND AFFILIATIONS

American Institute of Certified Planners (AICP)

President, Alaska Chapter, American Planning Association (APA)

Board Member, Western Planner

Co-Chair, Tribal and Indigenous Planning Interest Group of APA

AWARDS

2020 Award for Best Community Plan Salcha-Badger Road Area Plan

2020 Award for Best Community Engagement

Kenai Peninsula Borough Comprehensive Plan Update

2018 Award for Rural Innovation, Western Planner, Tribal & Indigenous Planning with Shoshone-Bannock Tribes

2012 Award for Best Comprehensive Plan Big Lake Comprehensive Plan Update

2013 Award for Best Public Outreach Effort, Mat-Su Health Foundation Health Needs Assessment: Community Engagement Initiative

SHELLY WADE, AICP, Principal and Owner

A lifelong Alaskan, Shelly was raised in North Pole and is a skilled project manager, facilitator, planner and public engagement lead that excels at developing and implementing complex, multi-faceted stakeholder engagement processes and tools. She has successfully managed hundreds of planning projects across Alaska, and more recently, in the Lower 48 with projects in eastern Idaho and southern Colorado. Shelly uses her natural facilitation skills to assist communities, organizations and agencies create sustainable practices and healthier environments. She has worked directly with and diligently for public, private and non-profit partners to ensure plan development and implementation success. She is highly requested by agencies and entities across the state to facilitate and sometimes mediate difficult processes. She is particularly adept at negotiating sometimes tough topics and personalities, including the management of multi-partner/multi-disciplined project teams, to help groups representing diverse partners identify their ultimate goal and tools for achieving that vision.

SELECT PROJECT EXPERIENCE

NOTE: Shelly's role on all projects listed below – Principal in Charge, Project Manager, Senior Planner, Facilitation and Stakeholder Engagement Lead

Local Government Entities

- Fairbanks North Star Borough:
 - *FNSB Comprehensive Economic Development Strategy (2021-present)*
 - *FNSB Comprehensive Roads Plan (2020-present)*
 - *Fairbanks Downtown Plan (2020-present)*
 - *Update to Eielson Air Force Base Regional Growth Plan Housing Model (2021)*
 - *Salcha-Badger Road Area Plan (2017-2019)*
 - *Eielson Air Force Base Regional Growth Plan (2017-2018)*
- Northwest Arctic Borough (NAB): *NAB Comprehensive Plan Update (2020-2022)*
- City of Saint Paul Island: *City of Saint Paul Island Strategic Planning (2017; 2021)*
- Kenai Peninsula Borough (KPB): *KPB Comprehensive Plan Update (2016-2019)*
- City of Cordova:
 - *Cordova Comprehensive Plan Update (2018-2019)*
 - *City of Cordova: Southfill Commercial Area Site Plan and Planning Commission/ City Council Comprehensive Planning Training (2013)*
- Municipality of Anchorage: *Stormwater Water Utility Implementation Plan (2017)*
- City of North Pole: *City of North Pole Comprehensive Strategic Plan and Implementation Technical Assistance (2015-2017)*
- Petersburg Borough: *Petersburg Borough Comprehensive Plan Update and Harbor Master Plan (2014-2015)*
- City of Unalaska: *City of Unalaska Land Use Plan (2014-2015)*
- City of Manokotak: *Manokotak Comprehensive Plan Update (2014-2015)*
- Mat-Su Borough: *Big Lake Community Impact Assessment (2012-2014)*
- Lake and Peninsula Borough: *Lake and Peninsula Borough Comprehensive Plan (2012)*
- City of Bethel: *Bethel 2035 Comprehensive Plan Update (2010-2011)*



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Private Sector

- Donlin Gold Strategic Planning and Partner Dialogue (2019-present)
- Teck Community Relations Department: *Strategy Planning and Technical Assistance* (2019-2020)

Tribal Entities

Associate of Village Council Presidents (2017-present):

- *Yukon Kuskokwim Comprehensive Economic Development Strategy Planning and Technical Assistance*

Chenega IRA Council/Native Village of Chenega (2014-present):

- *Tribal Administrative Services and Funding Research and Development*

Tribal Government of St. Paul Island (2015-present):

- *St. Paul Visitor Feasibility Study*
- *Health and Wellness Strategic Plan*
- *St. Paul Island Comprehensive Economic Development Strategy*
- *Tribal Strategic Plan*

Tanana Chiefs Conference (2015-2016; 2020-2022):

- *Tanana Chiefs Conference Comprehensive Economic Development Strategy & Economic Recovery Plan*

Olgoonik Corporation (2021)

- *Wainwright Community Visioning*

Native Village of Eyak (2018-2019):

- *Cordova Healthcare Partners Collaboration Facilitation*

Confederated Tribes of the Umatilla Indian Reservation (2019):

- *Yellowhawk Tribal Health Center Community Health Improvement Plan Facilitation*

Shoshone-Bannock Tribes (2016-2019):

- *Shoshone-Bannock Tribes Comprehensive Economic Development Strategy*

Government Agencies

United States Fish and Wildlife Service Alaska Region (2015-present):

- *Kuskokwim River Salmon Management Partner Dialogue Facilitation*
- *Regionwide Refuges Planning*
- *Yukon Delta Refuge Visioning Workshop*
- *Yukon Flats Refuge Visioning Workshop and Technical Assistance*
- *Department of Interior Reorganization Workshop*
- *Regionwide Strategic Priorities Planning*
- *Regionwide Communications Planning*
- *Regionwide Administration Team Planning*
- *Regionwide and Alaska Maritime-Focused Invasive Species Planning*
- *Alaska Maritime Refuge Visioning Workshop*
- *Regionwide Anthropocene Workshop and Planning*

Chugach National Forest (2008-2018):

- *Chugach National Forest Plan Revision – Planning and Stakeholder Engagement*
- *Children's Forest Strategic Planning and Facilitation*



AFFILIATIONS

Municipality of Anchorage, Budget Advisory Commission
Chair (2022 – present)

Turnagain Community Council
President (2022 – present)
Secretary (2015 - 2019)
Land Use Comm. Chair (2016 – 2021)

NeighborWorks Alaska
Board of Directors (2013 - 2022)

American Planning Association
Alaska Chapter Member
American Institute of Certified Planners

EDUCATION

Master of Regional Planning, 2011.
Cornell University, Ithaca, New York.
AICP Outstanding Student Award.

Master of Arts, Social Sciences, 2007.
University of Chicago, Chicago, Illinois.

Bachelor of Arts, History, 2006.
Denison University, Granville, Ohio.
Salutatorian.

PROFESSIONAL EXPERIENCE

Agnew::Beck Consulting
Anchorage, Alaska
2015 – present | Senior Associate
2011 – 2014 | Associate

McMaster-Carr Supply Company
Elmhurst, Illinois
2007 – 2009

ANNA BRAWLEY, AICP :: SENIOR ASSOCIATE

Anna brings knowledge, insight and deep commitment to each project. She exemplifies a professional dedication to serving the public interest through data-driven decision making, empowering all stakeholders' voices, understanding the complex influences of history and culture on a community's current issues, and exploring long-term implications of choices we make today. Anna assumes diverse roles on projects in public health, public policy, land use planning, research and data analysis, organizational planning, communications and other fields. She effectively navigates between the details and the big picture to organize the contract team, client staff, partners and other stakeholders to achieve a project's goals. She maintains a strong reputation of trust, transparency, diligence and finding positive solutions for all parties. Anna is also an active volunteer in her community, with a focus on educating and empowering people to participate in public processes.

SELECTED PROJECT EXPERIENCE

Fairbanks Downtown Plan, Fairbanks North Star Borough

February 2022 to present | Lead development of updated draft plan, conducted data analysis of police data to assess public safety issues in Downtown, assisted project manager with Working Group and public hearings on plan progress. Currently supporting review process of draft plan, for future public outreach.

Technical Assistance for Anchored Home Plan, Anchorage Coalition to End Homelessness, Alaska Mental Health Trust Authority, Rasmuson Foundation

February 2018 to May 2020 | Support stakeholder-driven planning process to develop community plan to address homelessness. Drafted *Anchored Home* plan, adopted by Anchorage in 2018. Supported series of community conversations. Led development of 2020 gap analysis methodology to inform 2021 priorities.

Kenai Peninsula Borough Comprehensive Plan, Kenai Peninsula Borough

February 2017 to October 2019 | Produced current conditions summary and public outreach materials; summarized public engagement; led production of multiple chapters, coordinated drafting. Plan approved November 2019.

Fairbanks Salcha Badger Road Subarea Plan | Fairbanks North Star Borough

August to December 2018 | Assisted with issues and opportunities report and produced series of maps depicting current conditions: land use, land ownership, development capability, utilities and key facilities. Plan approved September 2019.

Chugiak Eagle River Site Specific Land Use Plan Update | Municipality of Anchorage

January 2016 to March 2018 | Developed and conducted public engagement and feasibility analysis to update existing plan for 92-acre parcel in Eagle River. Supported approval process by Heritage Land Bank, Chugiak Eagle River Advisory Board, and Anchorage Assembly. Plan approved 2018.

Land Use + Economic Development Plan, Denali Borough

February to September 2017 | Designed, conducted public outreach for strategic land use and economic development plan: residents survey, four community workshops, meetings with advisory committee. Led development of public engagement materials, maps, draft plan.

Municipal Planning Services + Training, City of Dillingham

February 2016 to March 2017 | Provided land use planning services (subdivision and plat review, code interpretation); trained new planner on key responsibilities. Facilitated Planning Commission training with overview of comprehensive plan.

Fairview Neighborhood Plan, Fairview Community Council

June 2013 to February 2014 | Created Fairview Land Use Plan Map with land use categories, new overlays, community priorities for desired neighborhood character. Created annotated map highlighting changes.



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EDUCATION

*Bachelor of Arts in Environmental Design,
University of Colorado, Boulder, CO.
1999.*

*Valedictorian graduate of The Professional
Food and Wine Program, Cook Street:
School of Fine Cooking, Denver, CO.
2003.*

PROFESSIONAL EXPERIENCE

*Principal, New North Consulting, 2010-
2022*

SOFTWARE + PROGRAMS

*Proficient in Adobe InDesign, Illustrator,
Photoshop, and Acrobat*

VOLUNTEER ACTIVITIES

*Website administrator and committee
member, Anchorage Salmon Run. 2020-
2022.*

KIRSTEN COHEN

Kirsten recently returned to Agnew::Beck as Associate. She was one of A::B's first employees, and has worked with the firm periodically as employee and contractor assisting with design work. She brings a strong ability to support document and graphics production, meeting support, website updates and design-related work. Prior to re-joining A::B in the spring of 2022, Kirsten provided environmental regulatory compliance support to public and private sector clients in Alaska. Kirsten lives in Anchorage with her husband and two sons. She is a passionate skier, enjoys recreating on her mountain bike, and loves to spend time in the kitchen.

SELECTED PROJECT EXPERIENCE

Graphics Development

2022 | Layout of Ketchum Housing Matters Draft Annual Housing Action Plan; infographic portraying Alaska's adolescent mental health continuum of care showing children's and families' experiences; logo development and site map concepts for AK Generation Rehabilitation's Tiny Homes proposed community for homeless individuals; graphics to help portray housing needs in the Alaska Aleutians; postcard development to provide awareness and information for community open houses in the Fairbanks North Star Borough; Change of Theory forest metaphor graphic for Idaho Coalition for Thriving Families, Safer Children.

Yukon Kuskokwim Health Corporation Design Support

2018 | Provided rebranding design support services for brochures and posters.

PRIOR PROFESSIONAL EXPERIENCE

Work performed by New North Consulting; Kirsten is co-owner and principal.

Environmental Regulatory Compliance, U.S. Air Force and Army, Alaska at Joint Base Elmendorf-Richardson and Fort Wainwright

2011-2018 | Prepared environmental management plans to meet state permitting requirements; provided public education and community outreach materials; implemented program management support including personnel training and compliance inspections; prepared Emergency Planning and Community Right-to-Know Act Tier II hazardous chemical inventory reports; worked closely with Air Force Environmental Flight and Army Public Works Environmental personnel, in addition to coordinating with soldiers, contractors, and Army Corps of Engineers.

Stormwater Compliance, Trident Seafoods Corporation

2014-2022 | Designed and produced highly detailed figures and maps for trip reports and management plans to meet Clean Water Act compliance requirements. Edited and formatted management plans and inspection reports. Prepared PowerPoint presentations for employee training.

Environmental Regulatory Compliance, Peter Pan Seafood Co.

2020-2022 | Designed and produced highly detailed figures and maps for trip reports and management plans, complying with Clean Water Act requirements.

Design support for small businesses

2010-2022 | Ongoing design support for SKHOOP, Stock Alpine, Alaska Guide Collective, Romney Designs, other Anchorage-based clients. Design of brochures, posters, rack cards, guidebook, catalogues, logos, maps, infographics, advertisements and web-based announcements. Provide clients with technical support and Adobe InDesign guidance.



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Ryan Givens AICP

Senior Planner - Regulatory/Policy Planner
22 years of experience · Bellevue, Washington

As a land use and urban design expert, Ryan leads regulatory and policy projects for cities and county governments. In this role, Ryan translates the community's vision into a regulatory framework to guide future development to the desired urban form. With this experience, he authored several zoning codes, design guidelines, stormwater manuals, and subdivision ordinances for local communities. He's skilled at writing development standards for established communities, which promote infill and redevelopment in an urban context. Ryan understands both conventional zoning and form-based regulatory approaches. He facilitates stakeholders to select the regulatory approach that best aligns with local values and objectives. He knows how to seamlessly weave new policies into a community's existing codes and regulations.

EDUCATION

Bachelor of Science, Urban and Regional Planning,
Florida Atlantic University, Boca Raton, Florida, 2000

CERTIFICATIONS & TRAINING

American Institute of Certified Planners, Certified Planner
#019718, Tampa, Florida, 2005

COMMUNITY INVOLVEMENT

Planning Commissioner, City of Tacoma Planning
Commission, Tacoma, Washington, United States 2018-
2022

PROJECT EXPERIENCE

Mill Bay Road Area-Wide Planning | Kodiak Borough,
Alaska | Land Use Planner

Ryan led an area-wide planning (AWP) project for Kodiak's Mill Bay Road corridor aimed to support economic reinvestment, improve pedestrian/bicyclist mobility, and address brownfield conditions. Ryan and his team conducted an existing conditions analysis and then led a robust, weeklong community engagement plan to identify the community's priorities. Ryan's team created a redevelopment strategy plan that includes (a) regulatory changes to streamline redevelopment, (b) a capital improvements plan to enhance mobility, (c) a public incentives package to entice private development to the corridor, and (d) a list of potential funding strategies. As an appendix to the Plan, Ryan recommended zoning changes in underline/strikeout format - the Borough is working towards implementation.

Pinellas County Zoning Code Update* | Pinellas County |
Clearwater, Florida | Senior Project Manager/Urban
Designer

Ryan authored new land development standards to foster redevelopment in Florida's most urbanized County. Pinellas County wanted to create a new development code that will support quality redevelopment and streamline infill projects. The County also wanted to create mixed-use centers, multi-modal corridors, and strengthen the pedestrian environment. In this approach, Ryan established formal review procedures and form-based development standards. Ryan led stakeholder meetings to implement public sentiments on redevelopment goals.

Unified Development Ordinance | Holly Springs, NC |
Planner

Ryan served as a lead author of a new Unified Development Ordinance which included both zoning and subdivision regulations. The new code was designed to be heavily graphic in content, easy to use, and greatly streamlined from the previous version. Ryan's team drafted regulations in line with the Town's recently adopted Land Use and Character Plan (Comprehensive Plan), including: districts that allowed a wider variety of housing types; increased densities in several districts; site design standards that ensure mixed use is developed with pedestrians and quality-of-life in mind. To encourage development in accordance with the city's vision, the new UDO also includes a greatly streamlined (and well-defined) review process for processing land use and development applications, particularly those that follow UDO standards.

City of Helper Zoning and Regulatory Analysis | Carbon
County | Helper, UT | 2021 | Planner

As part of the Carbon County US EPA Brownfield Community Wide Assessment Grant, Ryan led a comprehensive analysis of the City of Helper's current zoning, land use, and development regulations to (i) identify potential regulatory barriers and (ii) define opportunities to support urban infill, adaptive reuse, and redevelopment projects in/around downtown and at key nodes along the Main Street Corridor. The analysis also examined the City's existing conditions and recent revitalization initiatives which established a base line of how/where the community wants to be in the future. Ryan facilitated a series of staff interviews to understand their goals for redevelopment and current challenges with the current regulations (that were in place). Ryan authored a final report that identified code challenges by topic and listed potential text refinements to accommodate the community's goals. Later in the process, Ryan drafted revised code language.

** denotes projects completed with other firms*

City of Price Zoning and Regulatory Analysis | Carbon
County | Price, UT | 2021 | Planner

As part of the Carbon County US EPA Brownfield Community Wide Assessment Grant, Ryan led an analysis of the City's current zoning, land use, and development regulations (as of July 2021) for its commercial corridors, Downtown, and industrial /manufacturing areas. Ryan and his team of planners, reviewed the City's Land Use Development and Management Code and its General Plan to identify (i) the existing land use and development standards, (ii) potential regulatory barriers to infill and adaptive reuse projects, (iii) opportunities to protect and strengthen the established community character (focusing on Downtown), and (iv) strategies to streamline the permitting/approval processes. Ryan provided a final report that highlighted potential regulatory barriers to redevelopment projects, areas that require clarity, and options to improve the zoning standards.

Chichenoff Property (Sun'aq) Reuse Study | Kodiak,
Alaska | 2020 | Urban Designer

As part of the Kodiak Island Borough EPA Brownfield Grant, Ryan led a feasibility study for the ~1-acre Chichenoff property in Kodiak, Alaska to provide its owner, the Sun'aq Tribe, with reuse options for the site. Ryan gathered readily available geographic information systems (GIS) datasets to create a project basemap which included the site boundaries, topography, and critical area features. Ryan reviewed the applicable zoning/land use requirements and coordinated with Stantec's civil engineering team to identify utility services - Ryan recorded these findings in a technical memorandum. With Sun'aq's guidance, Ryan created two potential conceptual reuse options for the property (both rooted in residential and community services as the core land uses).



Erin Perdu AICP

Planning Group Leader, Senior Urban Planner
24 years of experience · Minneapolis, Minnesota



Erin is a Senior Urban Planner with professional planning experience in both the public and private sectors. In her roles as staff planner and Community Development Director for multiple municipalities, she has gained an intimate knowledge of planning and zoning administration along the way. Erin has served as the project manager and lead planner on zoning audits, new zoning ordinances, comprehensive plans, and small area studies. She views zoning as the primary means to achieving a community's vision. Erin approaches all zoning projects with an eye toward making ordinance simple, concise, easy to use and understand - thus making it easy for developers to give the community what it wants.

EDUCATION

Master of Science, Natural Resources, University of Michigan, Michigan, United States, 1997

Bachelor of Science, Earth Systems, Stanford University, California, United States, 1995

Master of Urban and Regional Planning, University of Michigan, Michigan, United States, 1998

CERTIFICATIONS & TRAINING

NCI Charrette System Certified, National Charrette Institute, Lansing, MI, 2009

FBCI Certification, Form Based Code Institute, Washington, DC, 2010

PROJECT EXPERIENCE

Unified Development Ordinance | Town of Holly Springs, NC | Project Manager

Erin served as project manager and lead author of a new Unified Development Ordinance which included zoning and subdivision regulations. The new code was designed to be heavily graphic, easy to use, and greatly streamlined from the previous version. Erin and the Stantec team drafted regulations in line with the Town's recently adopted Land Use and Character Plan, including: districts that allowed a wider variety of housing types; increased densities in several districts; site design standards that ensure mixed use is developed with pedestrians and quality-of-life in mind. To encourage development in accordance with the city's vision, the new UDO also includes a greatly streamlined review process for reviewing land use and development applications, particularly those that follow UDO standards.

Zoning Diagnosis and Ordinance Overhaul* | City of Brooklyn Park | Brooklyn Park, Minnesota | Project Manager

After completing the comprehensive plan for Brooklyn Park, Erin served as lead planner and project manager for a zoning diagnosis and overhaul of the ordinance. The zoning diagnosis served as a link between the comprehensive plan and updates to the code language. Erin and her team analyzed the ordinance and conflicts with comprehensive plan goals and objectives, called out opportunities to streamline the ordinance; identified outdated provisions and areas that could lead to legal challenges. She then worked with the Planning Commission to break down the necessary revisions into manageable chunks and complete the revisions section--by-section. One focus of the revisions was eliminating or revising requirements that hampered equity and inclusion without a significant public purpose, such as minimum garage size and basement requirements for homes that priced out many segments of the population.

Zoning Ordinance Revisions* | City of North St. Paul | North St. Paul, Minnesota | Project Manager, Lead Author (WSB)

Erin (WSB) was the project manager and lead author of a complete zoning ordinance revision in North St. Paul, MN, performed within her role as consulting city planner. The rewrite encompassed a major changes to zoning districts and standards to reflect the newly-adopted 2040 Comprehensive Plan.

Transit-Oriented Development District* | City of Burnsville | Burnsville, Minnesota | Project Manager (WSB)

Erin was the Project Manager and the lead author of a new zoning district for Transit Oriented Development in preparation for a Bus Rapid Transit line coming to the City. The new district expands on the Heart of the City area and is designed with more flexibility in the use of new and existing buildings. The ordinance is highly illustrative and presents regulations in an easy-to-use format so that property owners and developers know exactly what is expected. A streamlined development review process was designed into the ordinance procedures to encourage development that conforms to the City's vision for the area.

** denotes projects completed with other firms*

Patrick is a program manager, planner and strategic advisor specializing in resilience, climate adaptation and climate risk, climate-induced relocation and managed retreat, hazard mitigation, and sustainability. He has managed local, state and regional programs with over \$1 billion in funding. Patrick also founded an industry-leading group in the climate adaptation space, serves as a board member for several climate and natural hazard-focused organizations, and built a climate resilience and sustainability practice. He has a passion for making connections to deliver solutions to the climate crisis and to build a more resilient and sustainable world. He is an AICP-certified planner and SCR (Sustainability and Climate Risk) certified professional.

EDUCATION

Bachelor of Business Administration in Decision Sciences, Georgia State University, Atlanta, Georgia, United States, 1995

Master of Marine Affairs / Certificate in Environmental Management, University of Washington, Seattle, Washington, United States, 2005

CERTIFICATIONS & TRAINING

Certificate in Sustainability and Climate Risk, Global Association of Risk Professionals, Kansas City, Missouri, United States, 2021

REGISTRATIONS

Certified Planner, American Institute of Certified Planners, 2011-present

AWARDS

2021 Climate Change Business Journal Business Achievement Award, Advancing Best Practices: Climate Change Adaptation & Resilience - founding and leading Climate Migration and Managed Retreat group for the American Society of Adaptation Professionals.

PROJECT EXPERIENCE

CLIMATE CHANGE ADAPTATION

Ridgecrest (CA) Resiliency Study

Developing prioritization metrics and resilience recommendations for community adjacent to NAWS China Lake.

New Jersey Sea Level Rise planning - Long Beach Island*

(through Kleinfelder) Deputy project manager & resilience planner to develop sea level rise adaptation plan with six cities on Long Beach Island.

Hull (MA) Dune Restoration

(through Kleinfelder) Project manager for dune restoration as nature-based defense against coastal storms and erosion.

Climate resilience planning consultation (Anchorage, AK; East Lansing, MI)*

(through Thriving Earth Exchange) Provided pro-bono resilience consulting services for several cities (Anchorage, AK; East Lansing, MI), making both policy and organizational recommendations.

Buyout process consulting (Port Arthur, TX; Miami, OK; Ponce, PR)*

(through Climigration Network) Pro-bono consulting to support buyout and relocation discussions for three frontline communities in US.

FEMA Climate Change for Hazard Mitigation Planning toolkit*

(through FEMA) Led development of FEMA's first climate resilience toolkit. Reviewed and integrated best practices from around the world for use by local and regional hazard mitigation planners.

HAZARD MITIGATION AND COMMUNITY RESILIENCE

Swampscott (MA) Community Flood Resilience

(through Kleinfelder) Reviewed codes and developed public-facing documents to support community flood mitigation and coastal resilience.

Horry County (SC) code review and proposed updates*

(through Thriving Earth Exchange) Reviewed Horry County, SC code and made recommendations to enhance flood resilience for local non-profit group.

Clive (IA) post-disaster buyout strategy development and implementation*

(through Michael Baker International) Developed buyout strategy for repetitive loss properties in Des Moines, IA suburb.

* denotes projects completed with other firms

St. Louis Council of Governments Hazard Mitigation Plan Update (and others in FEMA Region VII)*

(through Michael Baker International) Reviewed and assisted in development of 12-15 hazard mitigation plans for communities in FEMA Region VII (Missouri, Kansas, Nebraska, Iowa).

COMMUNITY INVOLVEMENT

Volunteer; founder/co-leader of Climate Migration and Managed Retreat member-led interest group, American Society of Adaptation Professionals (ASAP), United States 2017-present

Member, Interim Council; Co-chair, Narrative Building Working Group, Climigration Network, United States 2019-present

Board member, Natural Hazards Mitigation Association (NHMA), United States 2021-present

** denotes projects completed with other firms*



Legislation Text

File #: RES 22-0044, **Version:** 1

ITEM TITLE:

#22-44 - Granting a 2610 Foot Long and 20 Foot Wide 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.

SUBMITTED BY: Paul Nylund - Senior Planner/ GIS Technician

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Approve Resolution #22-44 granting a 2610 foot long and 20 foot wide 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.

SUMMARY STATEMENT:

The City of Valdez Planning Department received an application for a utility easement across land owned by the City of Valdez, from Copper Valley Telecom (CVTC).

A recommendation in favor of granting this easement was approved by the City of Valdez Planning and Zoning Commission on June 22nd, 2022.

The requested easement is 20 feet wide and runs 2610 feet along the route shown in the attached Exhibit 1. The location of the proposed easement is north of the Richardson Highway, between mile markers 8 and 9, on undeveloped City of Valdez owned land that is zoned P, or Public Lands District.

This easement will establish an easement for fiber optic lines. The conduit is 1¼" in diameter, and will be buried 42" deep.

This authorization is consistent with **VMC Section 13.5. Public Utility Franchises**. *"The city may grant a franchise to any person for the use of the streets, alleys, bridges, easements and other public places of the city for the furnishing of any public utility service to the city and its inhabitants."*

The City has the authority to establish an easement as stated by **VMC 16.24.070 Dedication-Utility Easements** which states: *"The platting authority may require the dedication of utility easements when*

a utility company or the city demonstrates a specific need for them.”

The land on which this proposed easement would be located is classified as “Future Residential/Recreational” in the 2021 Valdez Comprehensive Plan revision. The establishment of this easement, and the resulting installation of a fibre optic line could have impacts of the future development of this property.

If the City Council approves this resolution, the utility easement will be granted and the easement document will be recorded to plat #2020-4. CVEA will cover all the costs.

CITY OF VALDEZ, ALASKA

RESOLUTION NO. 22-44

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, GRANTING A 20 FOOT WIDE AND 2,610 FOOT LONG PUBLIC UTILITY EASEMENT TO COPPER VALLEY TELECOM, ON CITY OF VALDEZ OWNED TRACT A-2 ASLS 2004-6

WHEREAS, the City of Valdez is the owner of the real property known as Tract A2 ASLS 2004-6, Within Sections 23 and 24, T9S R5 W, Copper River Meridian, AK, Valdez Recording District; and

WHEREAS, Copper Valley Telecom Cooperative, dba Copper Valley Telecom has requested a utility easement for the purpose of installing and maintaining buried fibre optic lines; and

WHEREAS, the recommendation to grant this easement was approved by the City of Valdez Planning and Zoning Commission on June 22nd, 2022; and

WHEREAS, The City has the authority to establish such an easement as stated by VMC Section 13.5 Public Utility Franchises: "The city may grant a franchise to any person for the use of the streets, alleys, bridges, easements and other public places of the city for the furnishing of any public utility service to the city and its inhabitants".

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

Section 1. The City Of Valdez hereby grants a 20 foot wide and 2,610 foot long public utility easement to Copper Valley Telecom, on City owned Tract A-2 ASLS 2004-6, shown as "20' Wide Utility Easement " on Exhibit A, attached hereto and made a part hereof ("Easement").

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

Section 3. This Public Utility Easement shall exist for the construction, reconstruction, repair, operation, and maintenance on the above-described lands, of telecommunication, transmission, and/or other types of distribution lines, which shall be buried.

Section 4. All wires and other facilities, including any main service entrance equipment, installed on the above-described lands at a utility company's expense shall remain the property of said utility company, removable at the option of the utility company at any time.

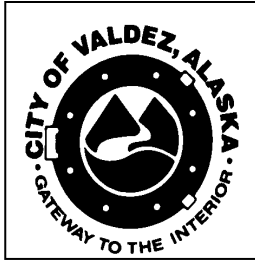
PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF
VALDEZ, ALASKA, this _____ day of _____, 2022

CITY OF VALDEZ, ALASKA

Sharon Scheidt, Mayor

ATTEST:

Sheri L. Pierce, MMC, City Clerk

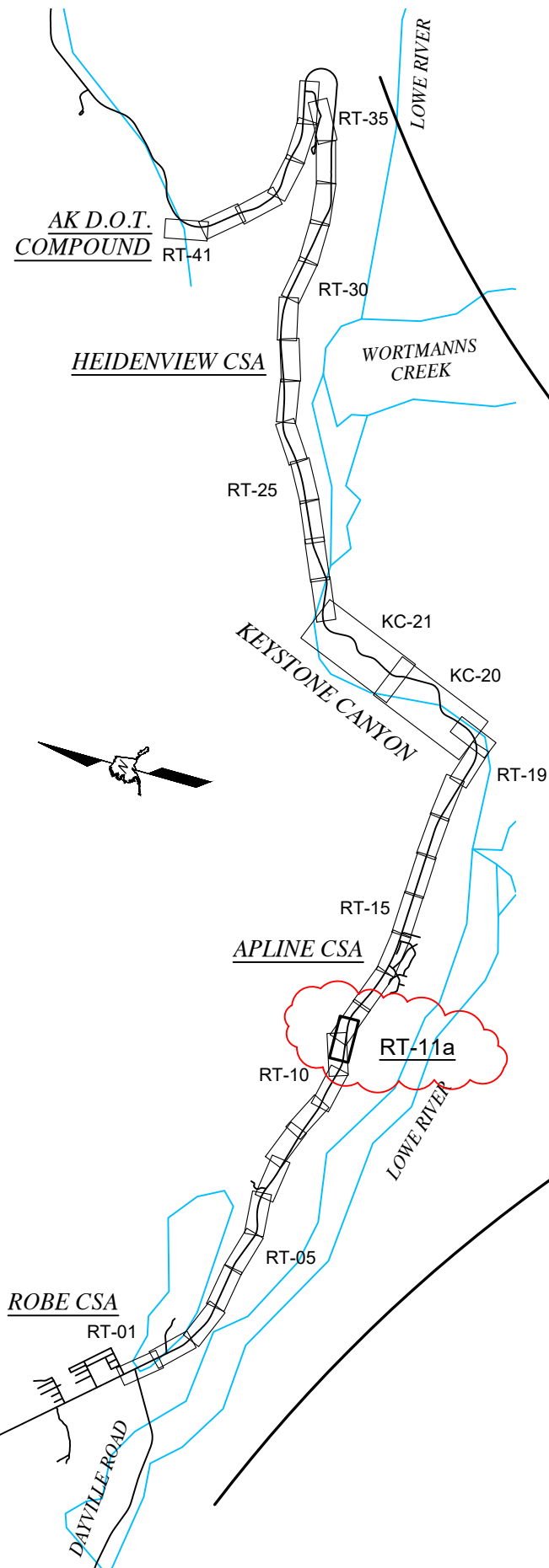


CITY OF VALDEZ
DEPARTMENT OF COMMUNITY DEVELOPMENT
P.O. Box 307, Valdez, Alaska 99686
EASEMENT REQUEST

**REQUEST
NUMBER**

2022 # -E
YEAR NUMBER

REQUESTOR'S NAME Copper Valley Telecom Cooperative		TYPE OF EASEMENT REQUESTED (UTILITY, ACCESS, ETC.) Utility	
MAILING ADDRESS 329 Fairbanks Drive, Valdez AK 99686	CITY	STATE	ZIP CODE
MAILING ADDRESS 329 Fairbanks Drive, Valdez AK 99686	CITY	STATE	ZIP CODE
STREET ADDRESS 329 Fairbanks Drive, Valdez AK 99686	CITY	STATE	ZIP CODE
LEGAL DESCRIPTION a portion of T09S, R05W Sec 23 & 24, SM, Valdez Recording District	LOT	BLOCK	SUBDIVISION
APPLICATION IS HEREBY FOR PERMISSION TO PLACE, CONSTRUCT AND MAINTAIN A Fiber optic cable (Telecom Facilities)			
ACROSS CITY OF VALDEZ PROPERTY.			
THE FACILITY IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE FOLLOWING PLANS AND SPECIFICATIONS DATED: 6/9/22 (ATTACH PLANS AND SPECIFICATIONS TO THIS REQUEST)			
ALL WORK WILL CONFORM WITH CODES: NESC and conformance with general RUS standards			
WORK WILL COMMENCE ON OR ABOUT: 7/1/22			
WORK WILL END ON OR ABOUT: 10/15/22			
<p>THE CONTRACTOR AGREES TO ABIDE BY ALL REGULATIONS AND REQUIREMENTS OF THE CITY OF VALDEZ. THIS CONTRACT SHALL BE SUBJECT AT ALL TIMES TO SUCH CHANGES OR MODIFICATIONS BY THE COUNCIL AS FROM TIME TO TIME THEY DIRECT IN THEIR EXERCISE OF THEIR JURISDICTION. THIS SHALL NOT PREVENT THE CITY OF VALDEZ FROM REQUIRING THE CORRECTIONS OF ERRORS IN PLANS, SPECIFICATIONS, AND OTHER DATA OR FROM PREVENTING CONSTRUCTION FROM BEING CARRIED ON THEREUNDER WHEN THIS RESULTS A VIOLATION OF VALDEZ CITY CODE 13.04.100 AND VALDEZ CITY CODE 13.08.120 OR ANY OTHER ORDINANCE.</p> <p>THE CONTRACTOR AGREES TO NOTIFY THE CITY AT LEAST 24 HOURS IN ADVANCE OF ANY WORK WITHIN CITY PROPERTY.</p> <p>SIGNATURE _____ DATE _____</p>			
CITY OF VALDEZ USE ONLY			
<p>APPROVAL</p> <p>DIRECTOR OF PLANNING DEPARTMENT _____ DATE _____</p>			

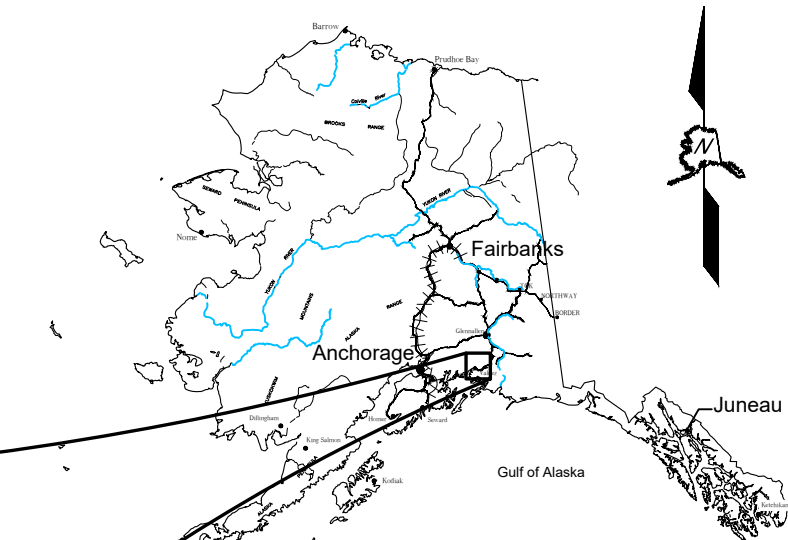
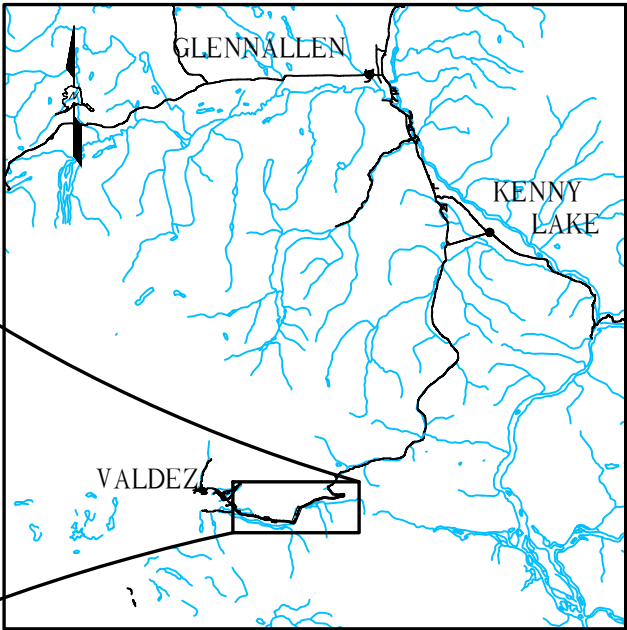


COPPER VALLEY TELECOM

TRANSPORT FIBER

RICHARDSON HIGHWAY MP 3-27

MP 8.0-8.8 Re-ROUTE



DRAWING INDEX		
PAGE NO.	SHEET	DESCRIPTION
1	G 1.0	COVER SHEET
2-5	G 2.0-4.1	GENERAL DETAILS
6	RT 011a	RT1 CONST. SHEET
7	-	ASLS 20040006 OVERLAY

LEGEND

	FIBER OPTIC CABLE		SPLICE
	EXISTING DUCT		HANDHOLE
	ROAD CENTERLINE		EXISTING HH/PED
	RIGHT OF WAY		BORE
	SECTION LINES		HWY MILEPOST
	TOWNSHIP LINES		EASEMENTS
	PROPERTY LINES		

NUMBER	REVISION DESCRIPTIONS	DATE

PRELIMINARY/PERMIT 06-09-2022



CUST. WO: 1210014
CVT TRANSPORT FIBER
RICHARDSON HWY MP 3-27
COVER SHEET

PROJECT NO: CVTC 20-09/20-179
ADDITIONAL INFO:
SCALE: NTS DESIGNED BY: MSF
DRAWN BY: MSF CHECKED BY: STW

G-1.0

SHEET: 1 OF 46

DESIGN AND CONSTRUCTION GENERAL NOTES:

1. CALL 1-800-478-3121 FOR LOCATION OF OTHER UTILITIES PRIOR TO DIGGING. CAUTION BURIED POWER, GAS, TELEPHONE, COMMUNICATION, & HIGHWAY CONTROL. CABLES ARE KNOWN TO EXIST IN THE AREA TO BE EXCAVATED. NUMEROUS EXISTING UTILITIES MAY EXIST ALONG THE PROPOSED FOC ROUTE. EXISTING UTILITIES HAVE NOT BEEN DELINEATED ON THE PLAN SHEETS DUE TO THE UNRELIABILITY OF RECORD INFORMATION. VERIFY LOCATION BY OBTAINING UTILITY LOCATES PRIOR TO BEGINNING CONSTRUCTION. COORDINATE WITH FIELD ENGINEER ANY CONFLICTS BETWEEN PROPOSED FOC ALIGNMENT AND EXISTING UTILITIES. USE EXTREME CAUTION & WHEN REQUIRED, POTHOLE PRIOR TO COMMENCING WORK.

2. VERIFY HORIZONTAL AND VERTICAL LOCATIONS OF ALL UTILITIES ENCOUNTERED DURING CONSTRUCTION, RECORD LOCATIONS AND CHANGES TO UTILITIES IN SURVEY NOTES AND ON AS-BUILT DRAWINGS.

3. "ALL DUCT" CONDUIT SHALL BE CUT OFF ONE FOOT INSIDE EACH HANDHOLE. ENDS OF THE CONDUIT SHALL BE SEALED WITH A WATERPROOF BLANK PLUG WHICH CAN BE REMOVED. THE CONDUIT SHALL BE INSTALLED CENTERED ON THE ALIGNMENT AS SHOWN ON THE PLANS. THE CONTRACTOR SHALL OBTAIN THE APPROVAL OF THE ENGINEER PRIOR TO DEVIATING FROM THE PLAN AND SHALL MAINTAIN A SET OF AS-BUILT RED LINE MARKUP DRAWINGS ON THE SITE. C.O.E. APPROVAL MUST BE OBTAINED PRIOR TO INCREASING WETLAND IMPACT. CONDUIT SPLICES BETWEEN HANDHOLES SHALL BE CONNECTED AND SEALED WITH COUPLERS AND SHRINK WRAP.

4. PLOWABLE UNDERGROUND UTILITY MARKING TAPE SHALL BE "SAFETY ALERT ORANGE", 5.0 MIL. THICK WITH A TENSILE STRENGTH OF 28 LB/IN (5,600PSI).

5. ONE CABLE OF 96 OR 144 FIBER SINGLE MODE FIBER OPTIC CABLE SHALL BE INSTALLED IN THE 1.5' H.D.P.E. CONDUIT. THE F.O.C. SHALL COME IN 22,000 FOOT LENGTHS MIN. 200 FEET OF THE F.O.C. SHALL BE COILED IN EACH SPLICE MANHOLE AND 100 FEET COILED IN EACH INTERMEDIATE HANDHOLE OR AS SPECIFIED ON PLANS.

6. VERIFY THAT QUALITY ASSURANCE HAS MADE O.T.D.R. READINGS ON REEL BEFORE TAKING TO THE FIELD. IF REQUIRED.

7. DURING FIGURE EIGHT OPERATIONS USE CAUTION TO ENSURE THAT MINIMUM RADIUS IS NOT VIOLATED, THAT KINKING DOES NOT OCCUR, AND THAT THE CABLE IS NOT CRUSHED. DO NOT LEAVE GROUND LAID F.O.C. UNATTENDED!!! BENDING RADIUS OF FIBER OPTIC CABLE VARIES PER TYPE OF FIBER OPTIC CABLE.

8. TRENCH FOR THE DUCT SHALL BE EXCAVATED OR PLOWED WITH A MINIMUM OF 42 INCHES COVER PROVIDED OVER THE TOP OF THE DUCT. UNDERGROUND UTILITY MARKING TAPE SHALL BE INSTALLED APPROXIMATELY ONE FOOT BELOW THE GROUND SURFACE (± 6 INCHES). WHEN ROCK IS ENCOUNTERED IT SHALL BE SAWN OR RIPPED TO A DEPTH OF 24 INCHES AND 2 INCHES OF SAND SLURRY OR D1 BEDDING INSTALLED UNDER THE DUCT AND 2 INCHES OF SAND SLURRY OR D1 MATERIAL PLACED OVER THE DUCT. BACKFILL MATERIAL SHALL BE 2" MINUS MATERIAL CONTAINING SUFFICIENT FINES TO ALLOW FOR COMPACTION OR AS APPROVED BY ENGINEER. MATERIAL TO BE FIRMLY COMPACTED TO PREVENT RUN-OFF. IF THE GRADE OF THE RUN EXCEEDS 150', A TRENCH BLOCK OF "SAKRETE" WILL BE INSTALLED AT 100' INTERVALS. ROAD AND RAILROAD CROSSINGS, AND UNSTABLE AREAS WILL REQUIRE A MINIMUM OF 48 INCHES OF COVER FROM THE DUCT TO THE TOE OF THE EMBANKMENT OR GROUND SURFACE. SEE DRAWINGS AND DETAILS FOR ADDITIONAL REQUIREMENTS.

9. AT ALL TRENCHED ROAD CROSSINGS, THE EXCAVATED NATIVE SOIL MAY BE PLACED BACK IN THE TRENCH AS BACK FILL IN 6 INCH LIFTS, COMPACTED TO 95% MINIMUM OF THE MAXIMUM STANDARD DENSITY, UNLESS DIRECTED OTHERWISE BY THE ENGINEER. TRENCHED EXCAVATIONS OUTSIDE OF ROAD PRISMS SHALL BE BACK FILLED WITH NATIVE MATERIAL IN 12 INCH LIFTS COMPACTED TO APPROXIMATELY 90% RELATIVE DENSITY. DO NOT DROP BACK FILL ONTO THE DUCT. SPLIT CONDUIT SHALL BE INSTALLED AT ROAD CROSSINGS. SEE DRAWINGS AND DETAILS FOR ADDITIONAL REMARKS.

10. BORING SHALL BE DONE BY CREWS AND EQUIPMENT APPROVED BY THE ENGINEER. THE BORE SHALL NOT DESCEND AT A RATE OF MORE THAN 30 DEGREES. THE CONTRACTOR SHALL FOLLOW ALL APPLICABLE A.D.E.C. REGULATIONS ON BORING AND THE USE OF BENTONITE. BORES OCCURRING UNDER ROAD OR RAILROAD PRISMS SHALL BE 4 FEET BELOW THE DITCH (TOE OF EMBANKMENT) BOTTOM FOR ROAD CROSSINGS. BORES OF EXISTING DRIVEWAYS/ROADS OF 50 FEET OR LESS MAY BE DONE WITH A "HOLE HOG" AND DO NOT REQUIRE HAND HOLES AT THEIR TERMINATION POINTS. BORES UNDER RIVERS SHALL BE MIN. 10' BELOW SCOUR LINE.

11. CABLE BORES SHALL BE ROUTED BELOW EXISTING UTILITY LINES. ALL UTILITY LINES LOCATES SHALL BE REQUESTED BY THE CONTRACTOR, AND THE DEPTH OF THE LINES SHALL BE DETERMINED BY POTHOLING OR FROM INFORMATION OBTAINED FROM THE LOCAL AGENCIES.

12. SIGN AND/OR FLAG WORK LOCATIONS WITHIN OR ADJACENT TO HIGHWAY/ROAD ROW IN ACCORDANCE WITH STATE & BOROUGH SAFETY PROCEDURES. TRAFFIC CONTROL & SAFETY PLANS WILL HAVE TO BE PREPARED BY THE CONTRACTOR & SUBMITTED TO ADOT FOR APPROVAL PRIOR TO START OF CONSTRUCTION.

13. TIE WRAP F.O.C. CABLE DESIGNATION TAGS IN EACH HAND HOLE OVER CABLE. MINIMUM 1 PER HOLE UNDER CLAMP IN AERIAL BUILD.

14. CONDUIT ENDS MUST BE CAPPED AT ALL TIMES, WITH BLANK PLUGS.

15. RETURN ALL EXCAVATED AREAS OR AREAS DISTURBED BY CONSTRUCTION BACK TO AS GOOD OR BETTER THAN ORIGINAL CONDITION. DO NOT DISTURB LOT PINS OR SURVEY MARKERS. ALL SURVEY STAKES & LATH PLACED BY THE CONTRACTOR ARE TO BE REMOVED AND CLEANED UP PRIOR TO COMPLETION OF CONSTRUCTION.

16. ALL AREAS IN THE HWY ROW DISTURBED BY CONSTRUCTION ACTIVITY WILL HAVE TO BE RESEEDDED.

17. SHORING & LADDERS WILL BE REQUIRED FOR ENTERING TRENCH, WHEN TRENCH DEPTH EXCEEDS MAXIMUMS ESTABLISHED BY STATE & OSHA.
18. DISTANCES AND STATIONING OF CONSTRUCTION WORK IS IN FEET.

19. STATIONING IS MEASURED ALONG CENTERLINE OF FOC.

20. ALL DRAWINGS WERE DERIVED FROM ADOT HWY PROJECT DRAWINGS OR SIMILAR SOURCES.

21. DIMENSIONS SHOWN ARE TO CENTER OF PLATTED ROW, FACE OF BLDG., OR CENTERLINE OF FOC UNLESS NOTED OTHERWISE.

22. MAINTAIN MINIMUM TWO FOOT HORIZONTAL & 18 INCH VERTICAL SEPARATION FROM SEWER & WATER LINES AT ANY POINT.

23. DISCHARGE OF SILT LADEN RUNOFF FROM THE JOB SITE IS FORBIDDEN.

24. MAINTAIN A SUPPLY OF OIL ABSORBENT FABRIC ON SITE TO CLEAN UP MINOR SPILLS.

25. KEEP SITE FREE OF LITTER.

26. MINIMIZE OFF-SITE VEHICLE TRACKING OF SEDIMENTS. WATER EXPOSED SOILS AS NECESSARY TO CONTROL GENERATION OF DUST.

27. THE INSPECTOR WILL INSPECT THE SITE PRIOR TO PLACING FILL AND AT REGULAR INTERVALS UNTIL COMPLETION OF THE WORK.

28. COMPACTION AND COMPACTION TESTS SHALL BE PERFORMED ON ALL FILL PLACED WITHIN PAVED ROAD PRISMS.

29. ALL CONSTRUCTION WILL MEET ALL APPLICABLE STATE OF ALASKA, CODES, RULES AND REGULATIONS.

30. DEWATERING MAY BE REQUIRED FOR EXCAVATIONS THAT PENETRATE THE GROUND SURFACE.

31. THE CONTRACTOR SHALL FOLLOW ALL APPLICABLE REGULATIONS FOR NOISE, HOURS OF OPERATION AND DUST CONTROL.

32. CONTAMINATED SOILS ARE NOT ANTICIPATED TO BE ENCOUNTERED THROUGHOUT THIS JOB. ANY CONTAMINATED SOILS WHICH ARE ENCOUNTERED ARE OUTSIDE THE SCOPE OF WORK FOR THIS PROJECT. IF CONTAMINATED SOILS ARE ENCOUNTERED, CEASE ANY EXCAVATION AND NOTIFY THE ENGINEER AT ONCE, WHO WILL THEN MAKE APPROPRIATE NOTIFICATION TO ADEC.

33. PLACE CARSONITE CABLE WARNING SIGNS AT ALL ROAD CROSSINGS AND AT 500 FEET INTERVALS ALONG FOC ROUTE AND AS SHOWN ON THE DETAILS.

34. CLEARING OF RIGHT-OF-WAY. (THE ENGINEER WILL BE RESPONSIBLE FOR SPECIFYING ANY SPECIAL CONDITIONS OR INSTRUCTIONS CONCERNING THE RIGHT-OF-WAY CLEARING ON THE CONSTRUCTION DRAWINGS).THE CLEARING WIDTH SHALL BE OF SUFFICIENT WIDTH FOR THE OPERATION OF THE CABLE PLOWING AND CABLE REEL INSTALLATION EQUIPMENT, WITH A MINIMUM CLEARING WIDTH OF 15 FEET. DISRUPTION OF THE GROUND SURFACE SHALL BE KEPT TO A MINIMUM AND THE CABLE PLOWING OPERATION WILL FOLLOW THE TERRAIN OF THE EXISTING GROUND. GRUBBING OF ROOTS SHALL NOT BE ALLOWED UNDER THIS UNIT TO PROTECT THE GROUND SURFACE.

NOTE 1: TREES THAT ARE FELLED THAT ARE 6" DIAMETER AT BREAST HEIGHT OR GREATER SHALL BE CUT TO 8 FOOT LENGTHS AND STACKED ON THE SIDE OF THE RIGHT-OF-WAY FOR THE LANDOWNER.

NOTE 2: TREES LESS THAN 6", BRUSH, BRANCHES, AND REFUSE FROM THE CLEARING OPERATIONS SHALL BE MECHANICALLY CLEARED WITH A HYDRO AX OR CHIPPER AND DISPOSED OF BY THE FOLLOWING METHODS AS DIRECTED BY THE ENGINEER.

35. ALL DUCT COUPLERS SHALL BE ENCASED IN "HEAT SHRINK", MINIMUM 16" LENGTH CENTERED ON COUPLING POINT.

36. ACQUIRE AND PROVIDE GPS POSITION OF AS LAID FOC TO AN ACCURACY MINIMUM OF +/- 7.5 METERS.

UNIT NUMBER	UNIT DESCRIPTION
UFO 144	CABLE F/O 144 - DBL JKT, SNGL-ARMOR, UNDERGROUND IN CONDUIT *LABOR RATE IS FOR BLOWING FIBER
UFO 96	CABLE F/O 96 - DBL JKT, SNGL-ARMOR, UNDERGROUND IN CONDUIT *LABOR RATE IS FOR BLOWING FIBER
BM 92 1.5	INNERDUCT,1.5IN, 42 IN MINIMUM DEPTH OF COVER, FIRST PLOWED DUCT
BM 92 (2x1.5)	INNERDUCT,1.5IN, 42 IN MINIMUM DEPTH OF COVER, INCLUDES FIRST PLOWED DUCT PLUS 1 (ONE) ADDITIONAL
BM 92 (2x1.5)P	INNERDUCT,1.5IN, 42 IN MINIMUM DEPTH OF COVER, INCLUDES FIRST TRENCHED DUCT PLUS 1 (ONE) ADDITIONAL DUCT, TRENCHED IN HIGH DENSITY AREA
BM 60 (2x1.5)	BORED DUCT PLASTIC, 1.5" x 2
BM 60-6	BORED DUCT PLASTIC, 5.3", (6" O.D.)
UD (2x1.5)V	PULL OR PLACE 2X1.5 INNERDUCT IN VACANT CONDUIT
BM 70	COMPACTED ROAD/DRIVEWAY CROSSING added to trenching cost, 42IN MINIMUM DEPTH OF COVER (SQ FT)
BM 71	ROCK EXCAVATING
BHF-4 KIT	HANDHOLE 4FTx4FTx36IN, CONCRETE, steel plate cover & knockouts w/accessories
BM 40 KIT	FO LOCATE ASSEMBLY - Splicing Units
HO-1	FUSION SPLICE, ONE FIBER (FO)
HBFO-6.5	FO SPL CLOSURE (1-4 CABLES)
WHUO	REARRANGE UG CLOSURE FO
BM 21	C.O. ENTRANCE CABLE
LBR PLC	PLACING LABOR
R 1-10	CLEAR & GRUB - 10' ONE SIDE (Region + \$ mob)
R 1-15	CLEAR - 15' CENTERED ON FOC (Region + \$ mob)
BM 53-1	SIGN WARNING F/O BURIED CABLE

UNIT DESCRIPTION	UFO 144	UFO 96	BM 92-1.5	BM 92-1.5D	BM 92-1.5D (P)	BM 60 (2x1.5)	BM 60-6	UD2-1.5V	BM 70	BM 71	BHF-4 KIT	BM 40 KIT	HO-1	HUO-6.5	WHUO	BM 21	LBR PLC	R 1-10	R 1-15	BM 53-1
TOTALS	93,942	42,055	123,895	123,895	232	4,225	1,345	1,345	1,070	8,198	48	6	1,008	6	10	1	26	56,313	35,935	210

PRELIMINARY/PERMIT06-09-2022

CopperValley Telecom

TempTel, LLc

A Division of JSI

CUST. WO: 1210014

CVT TRANSPORT FIBER

RICHARDSON HWY MP 3-27

BURIED GENERAL NOTES

PROJECT NO: CVTC 20-09/20-179

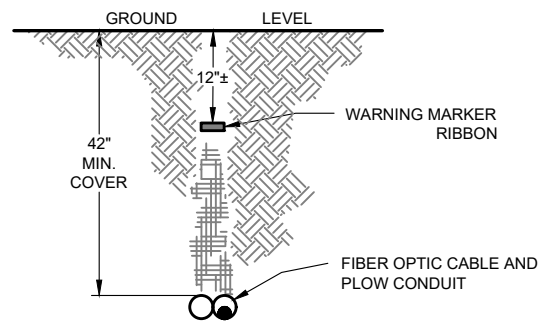
ADDITIONAL INFO: MP

SCALE: NTSDESIGNED BY: MSF

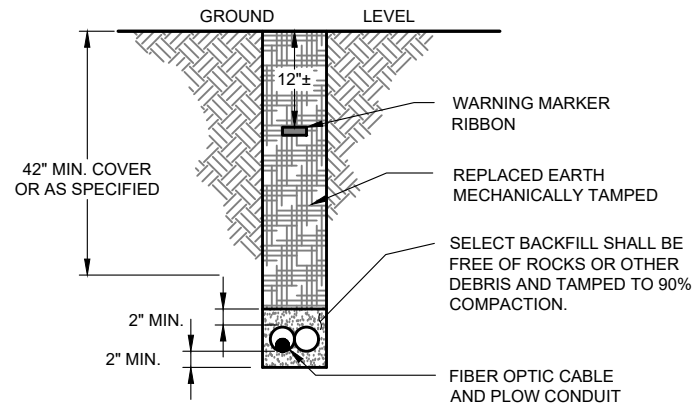
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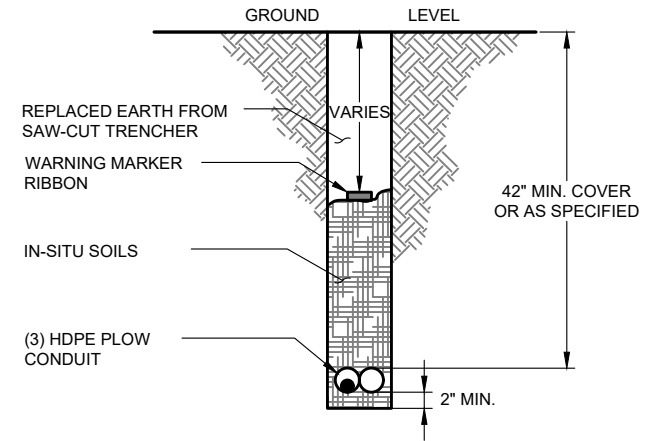
SHEET: 2 OF 46



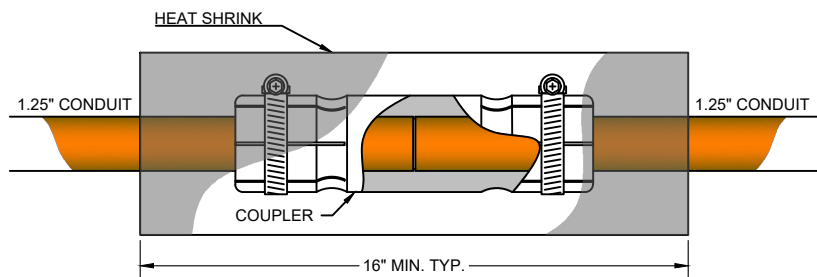
1 PLOWED CABLE
SCALE: NTS



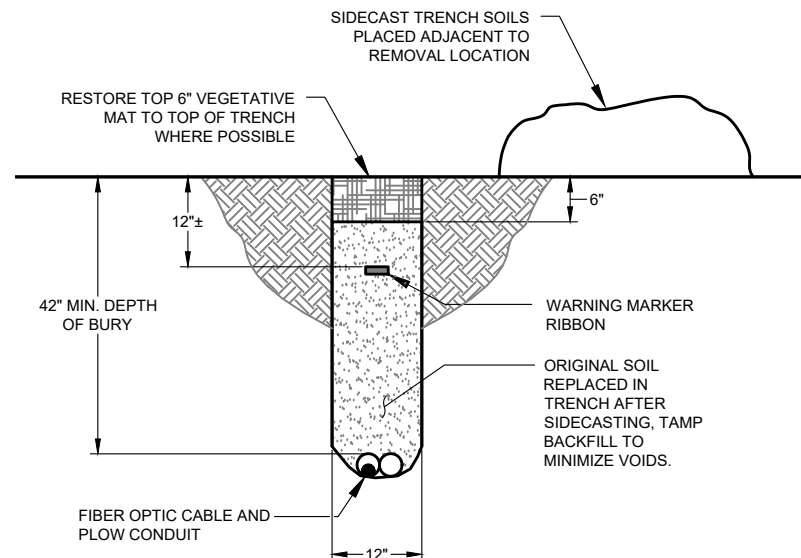
2 SAW-CUT TRENCH 100% FROZEN SOILS
SCALE: NTS



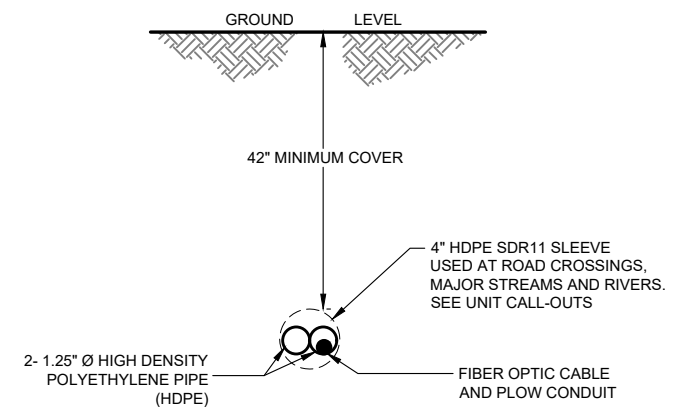
3 SAW-CUT TRENCH PARTIALLY FROZEN SOILS
SCALE: NTS



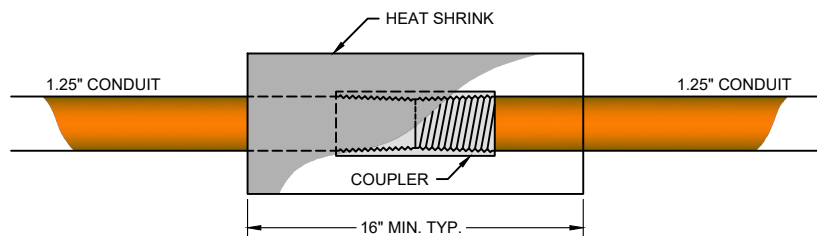
6 SHUR-LOCK TYPE COUPLER
SCALE: NTS



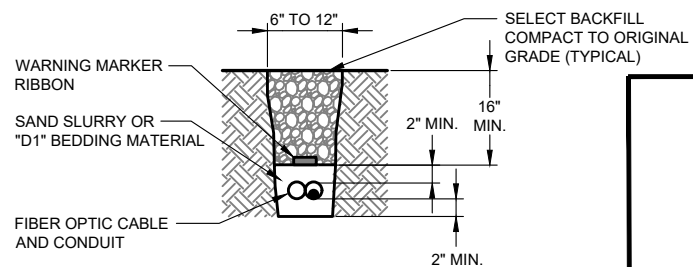
4 CABLE OPEN TRENCH IN PERMAFROST
SCALE: NTS



5 BORE
SCALE: NTS



7 ANODIZED ALUM. REVERSE-THREAD COUPLER
SCALE: NTS



NOTE: SELECT BACKFILL - MATERIAL SHALL BE 2" MINUS MATERIAL CONTAINING SUFFICIENT FINES TO ALLOW FOR COMPACTION OR AS APPROVED BY ENGINEER. MATERIAL TO BE FIRMLY COMPACTED TO PREVENT RUN-OFF. IF THE GRADE OF THE RUN EXCEEDS 150', A TRENCH BLOCK OF "SAKRETE" WILL BE INSTALLED AT 100' INTERVALS.

8 CABLE OPEN TRENCH IN ROCK
SCALE: NTS

PRELIMINARY/PERMIT 06-09-2022



CUST. WO: 1210014
CVT TRANSPORT FIBER
RICHARDSON HWY MP 3-27
BURIED DETAILS

PROJECT NO: CVTC 20-09/20-179

ADDITIONAL INFO: MP

SCALE: NTS DESIGNED BY: MSF

DRAWN BY: MSF CHECKED BY: STW

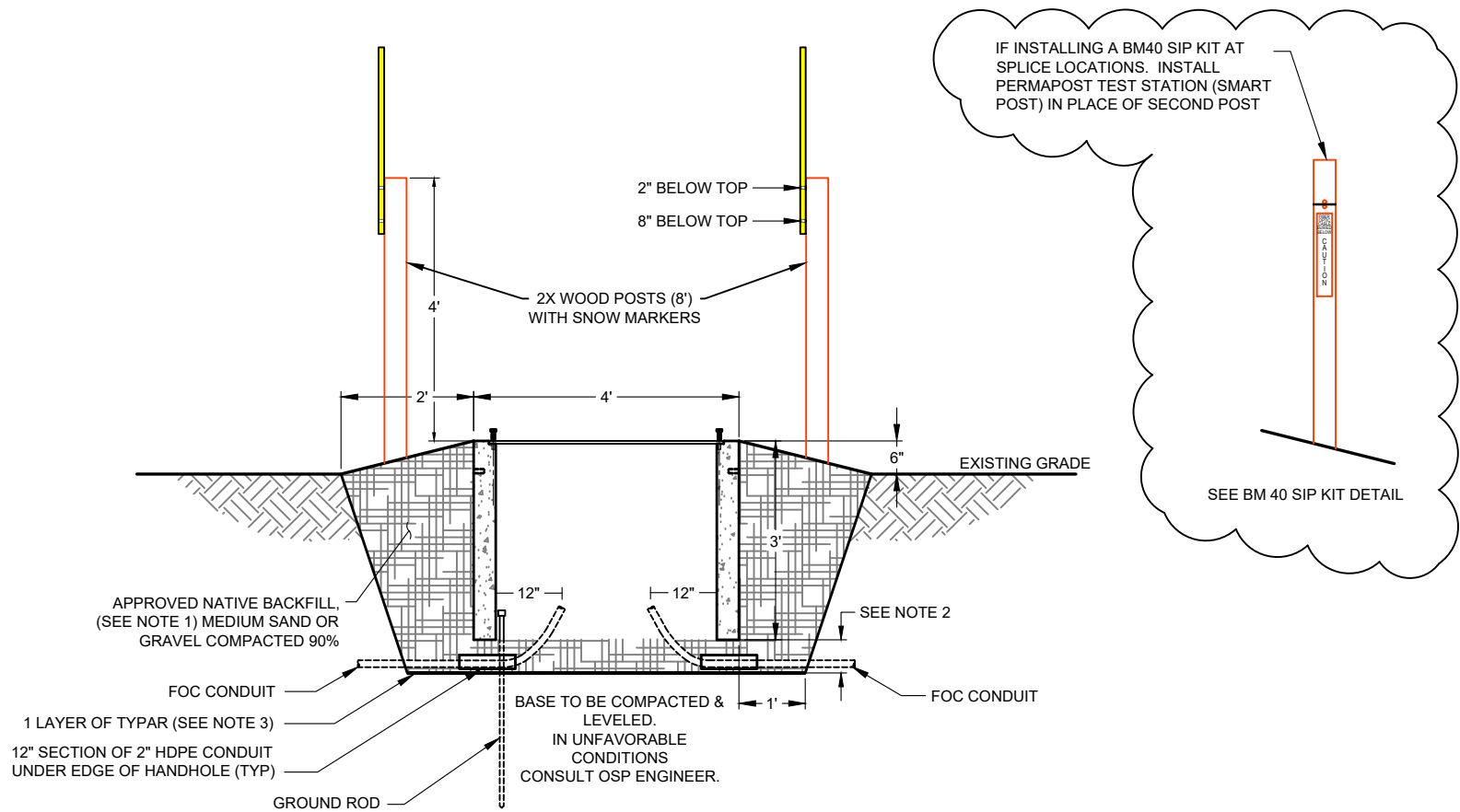
G-3.0

SHEET: 3 OF 46

NO.	REVISION DESCRIPTIONS	DATE

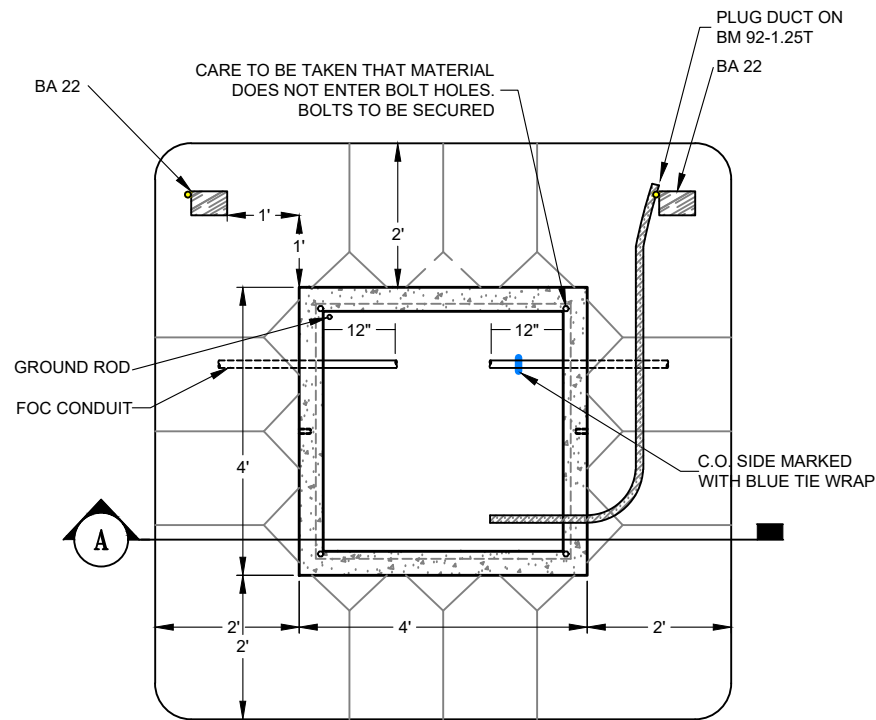
BHF-4 KIT DETAIL

- INCLUDES
(2) BA 22
(2) SNOW MARKER
10FT 1.25 HDPE DUCT
BM 2 5/8 GROUND ROD





A CONCRETE HANDHOLE SECTION
SCALE: 3/8" = 1'-0"

- BACKFILL NOTES:
1. BACKFILL MAY NOT CONTAIN ORGANICS OR OTHER DELETERIOUS MATERIALS, SHALL NOT CONTAIN SATURATED SOILS, AND SHALL BE FREE DRAINING MATERIALS.
 2. IF NATIVE SOILS DO NOT MEET THE DEFINITION OF APPROVED BACKFILL CONTRACTOR SHALL IMPORT CLEAN GRAVEL TO BACKFILL HANDHOLES. IF IMPORTED MATERIAL IS REQUIRED INSTALL 6" OF COMPACTED MATERIAL BELOW BASE OF HANDHOLE.
 3. IF IMPORTED MATERIAL IS REQUIRED INSTALL LAYER OF TYPAR ON THE SURFACE OF INSITU SOILS. TYPAR NOT REQUIRED FOR CLEAN NATIVE BACKFILL.

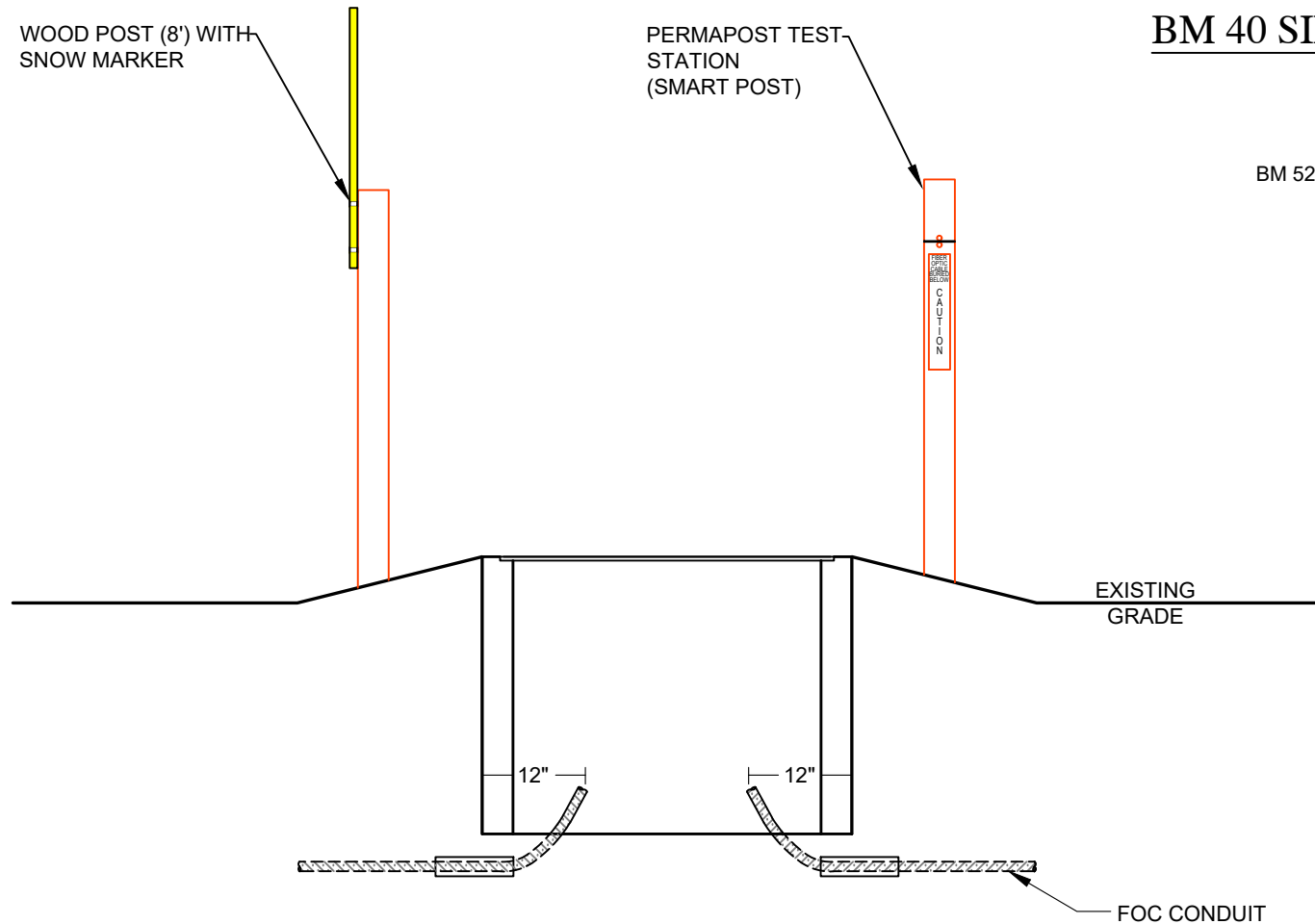


1 CONCRETE HANDHOLE PLAN VIEW
SCALE: 3/8" = 1'-0"

PRELIMINARY/PERMIT 06-09-2022

  A Division of JSI		CUST. WO: 1210014 CVT TRANSPORT FIBER RICHARDSON HWY MP 3-27 BHF-4 KIT DETAILS	
		PROJECT NO: CVTC 20-09/20-179	
		ADDITIONAL INFO: MP	
		SCALE: NTS	DESIGNED BY: MSF
		DRAWN BY: MSF	CHECKED BY: STW
		G-4.0	
		SHEET: 4 OF 46	

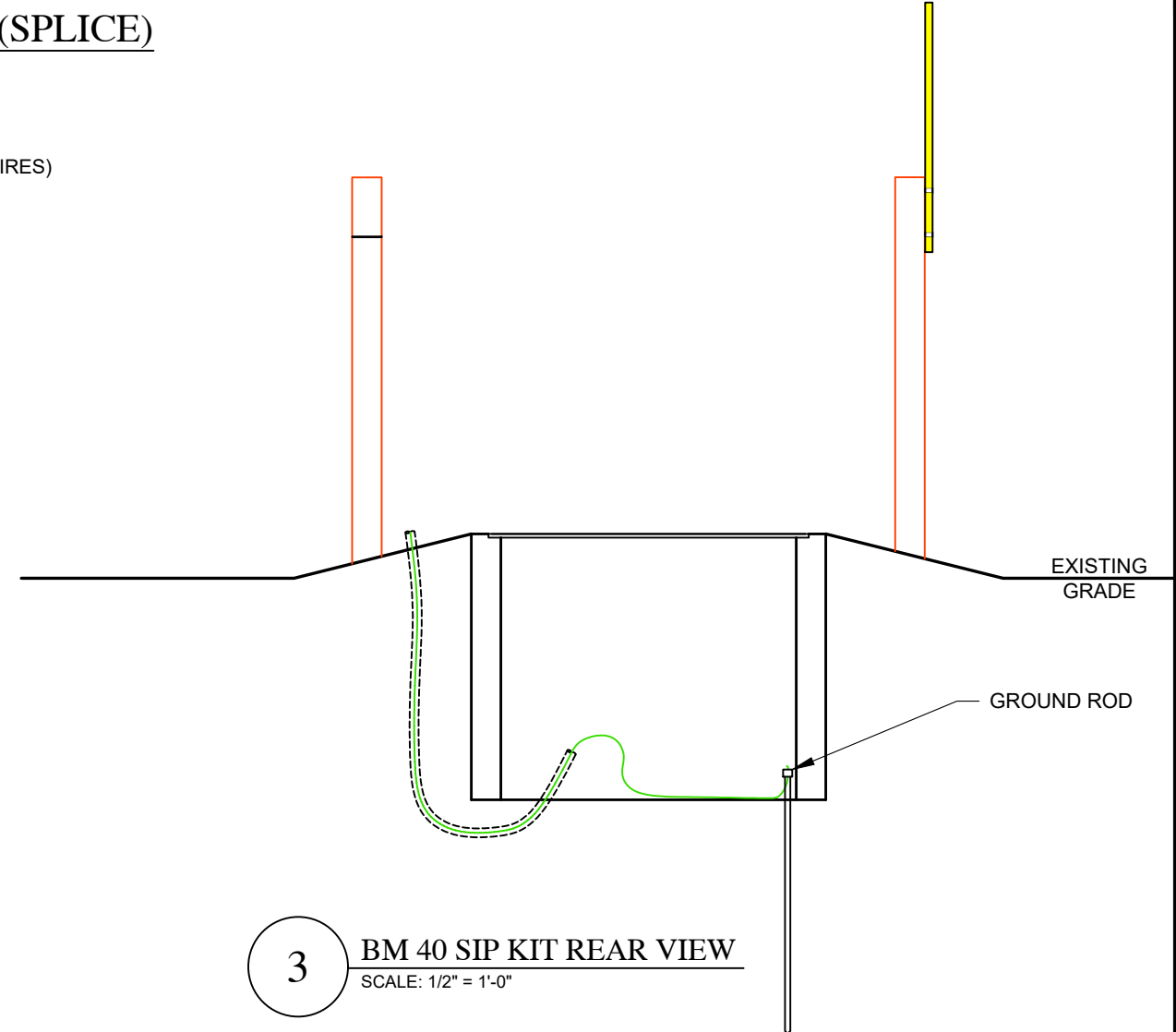
NO.	REVISION DESCRIPTIONS	DATE



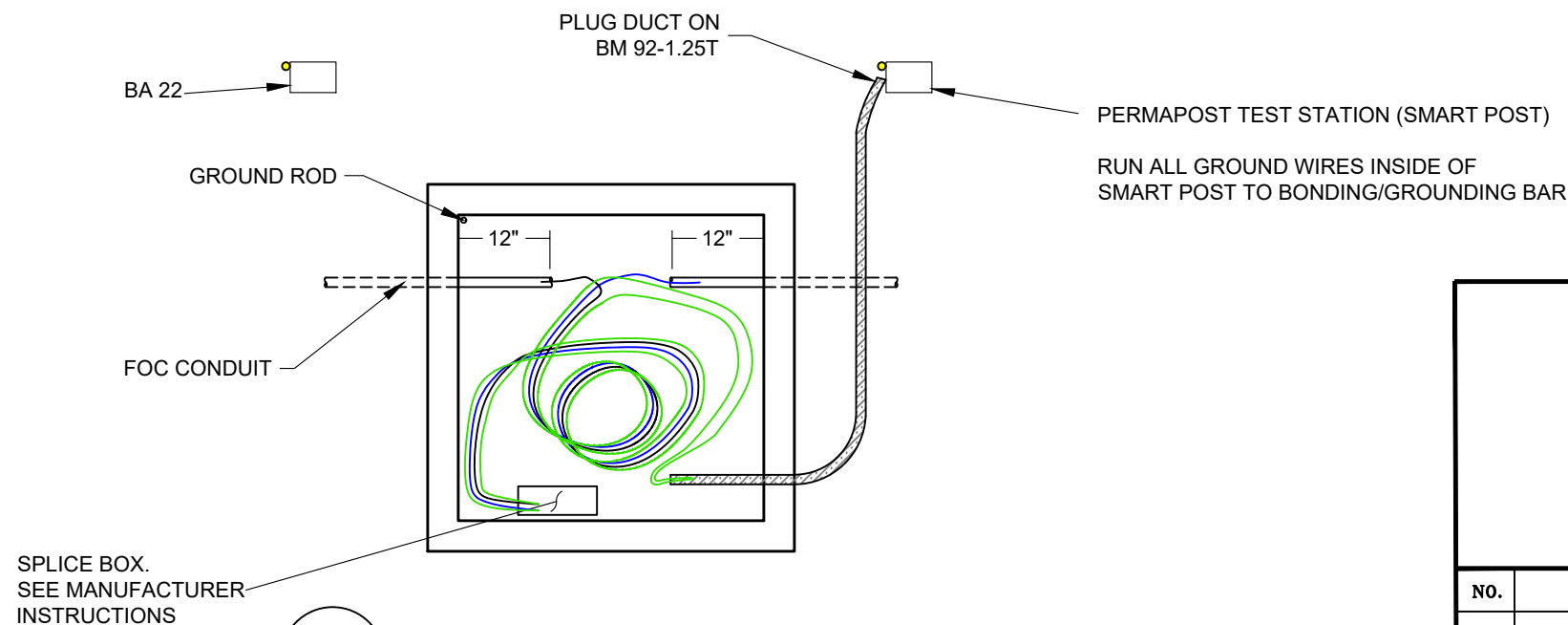
2 **BM 40 SIP KIT FRONT VIEW**
SCALE: 1/2" = 1'-0"

BM 40 SIP KIT DETAIL (SPLICE)

INCLUDES:
GROUND WIRES
BONDING WIRES
LUGS
BM 52 (LABEL ALL #6 GROUND WIRES)





3 **BM 40 SIP KIT REAR VIEW**
SCALE: 1/2" = 1'-0"



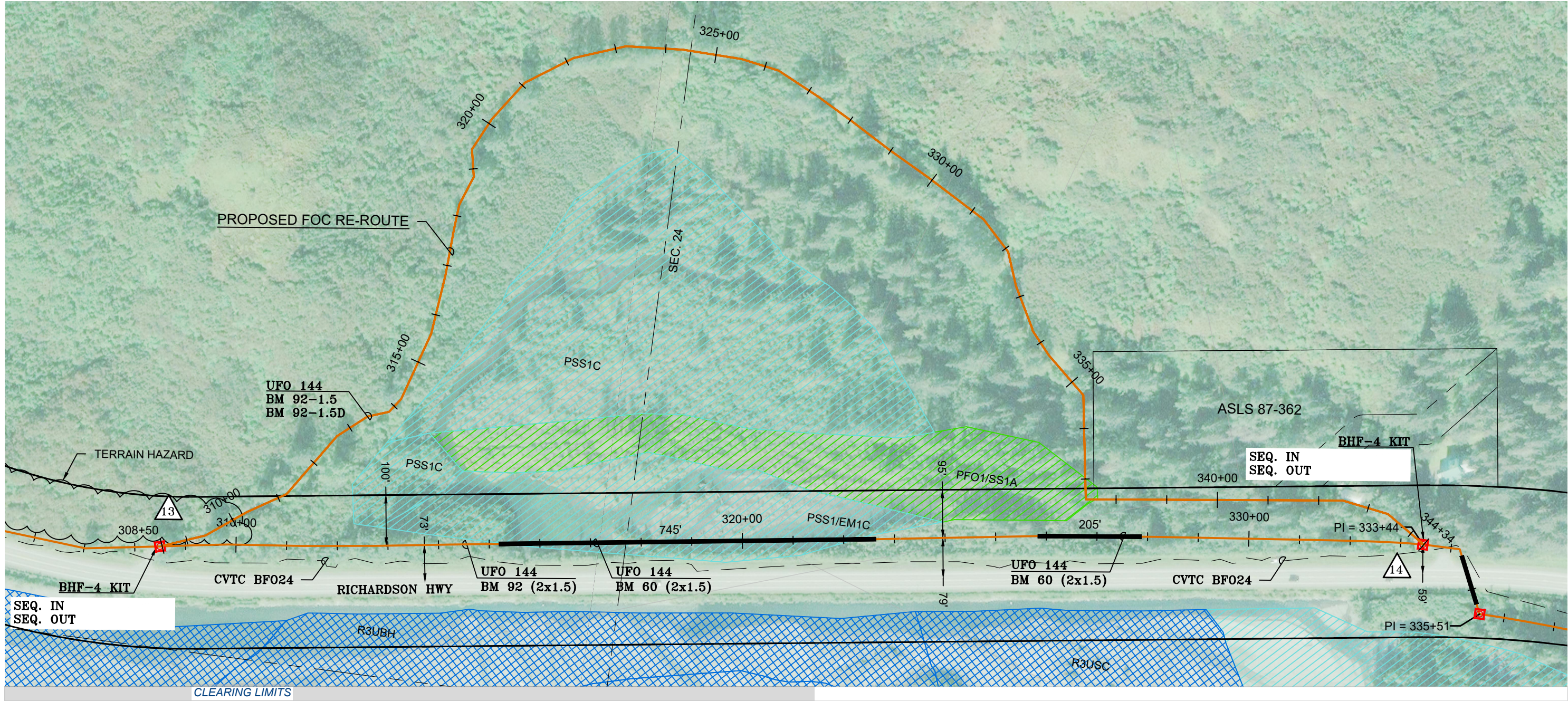
1 **BM 40 SIP KIT PLAN VIEW**
SCALE: 1/2" = 1'-0"

PRELIMINARY/PERMIT 06-09-2022

				CUST. WO: 1210014 CVT TRANSPORT FIBER RICHARDSON HWY MP 3-27 BM40 SIP KIT	
		 A Division of JSI		PROJECT NO: CVTC 20-09/20-179 ADDITIONAL INFO: MP SCALE: NTS DESIGNED BY: MSF DRAWN BY: MSF CHECKED BY: STW	
NO.	REVISION DESCRIPTIONS			DATE	
		G-4.1			
		SHEET: 5 OF 46			

SECTION 23,24, T9S, R5W, C.M.


STA 302+55 MATCHLINE - SHEET G-4.1





STA 335+51 MATCHLINE - SHEET -

PRELIMINARY/PERMIT 06-09-2022

UNIT DESCRIPTION	UFO 144	UFO 96	BM 92-1.5	BM 92-1.5D	BM 92-1.5D (P)	BM 60 (2x1.5)	BM 60-6	UD2-1.5V	BM 70	BM 71	BHF-4 KIT	BM 40 KIT	HO-1	HUO-6.5	WHUO	BM 21	LBR PLC	R 1-10	R 1-15	BM 53-1				
14-P ▲	3784		3584	3584							1								3500					
▲																								
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▲																								
TOTALS	3784		3584	3584							1								3500					





A Division of JSI

NO.	REVISION DESCRIPTIONS	DATE

CUST. WO: 1210014
CVT TRANSPORT FIBER
RICHARDSON HWY MP 3-27
STA 302+55 - STA 335+51

PROJECT NO: CVTC 20-09/20-179
ADDITIONAL INFO: MP 8
SCALE: 1" = 200' DESIGNED BY: MSF
DRAWN BY: MSF CHECKED BY: STW

RT-11A

SHEET: 16 OF 46

USGS STATION "KNIFE"
LAT. = 61° 06' 29.60213"N
LONG. = 146° 11' 53.84604"W
(NAD27)
LAT. = 61° 06' 27.61937"N
LONG. = 146° 12' 01.30935"W
(NAD83) (OPUS)

BASIS OF BEARING
N61°11'15"W GRID BEARING
26,294.46' GRID DISTANCE
N61°18'21"W GEODETIC MEAN BEARING
26,294.20' GEODETIC DISTANCE
SEE NOTE 4, PAGE 1

ROBE LAKE ALASKA SUBDIVISION
ASLS 79-146

BASIS OF COORDINATES
USGS STATION "SPONGE"
LAT. = 61° 04' 25.27502"N
LONG. = 146° 04' 04.80314"W
(NAD27)
LAT. = 61° 04' 23.30065"N
LONG. = 146° 04' 12.22297"W
(NAD83) (OPUS)

ASLS 87-18
0.50 ACRES
SEE NOTE 14, SHEET 1

PROPOSED
FIBER EASEMENT

OUTPUT FROM INVERSE (NGS)

FIRST STATION : SPONGE
LAT = 61° 04' 23.30065" NORTH
LON = 146° 04' 12.22297" WEST

SECOND STATION : KNIFE
LAT = 61° 06' 27.61937" NORTH
LON = 146° 12' 01.30935" WEST

FORWARD AZIMUTH
BACK AZIMUTH
MEAN AZIMUTH
MEAN BEARING
ELLIPSOIDAL DISTANCE
FAZ = 298.45 4.4808 FROM NORTH
BAZ = 118.38 13.8602 FROM NORTH
MAZ = 298.41 39.1759 FROM NORTH
MEAN BRG N61° 18' 21" W
S = 8014.4732 M = 26,294.20'

CENTERLINE OF A GROUP OF TELEPHONE
AND ELECTRICAL CABLES TO ASLS 87-18

LINE NO.	BEARING	LENGTH
L1	N15°31'21"E	40.98'
L2	N10°23'15"E	78.22'
L3	N28°58'16"E	176.07'
L4	N18°47'04"E	187.89'
L5	N20°26'07"E	46.87'
L6	N19°36'58"E	192.11'
L7	N16°52'57"E	18.75'

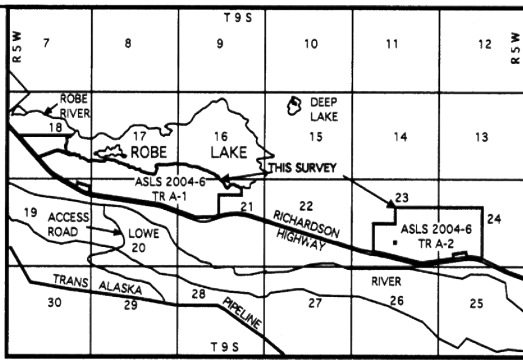
THE CENTERLINE OF CABLES BEGINS AT
TWO PEDSTALS WITHIN THE RIGHT OF WAY
AND ENDS AT THE TOWER AND BUILDING
WITHIN ASLS 87-18.

	TOTAL ACREAGE	RIPARIAN BUFFER ACREAGE	MUNICIPAL ENTITLEMENT ACREAGE
TRACT A-1	604.153	63.394	540.759
TRACT A-2	429.667	13.757	415.910

PROTRACTED SECTION
LINE EASEMENT
PER AS 19.10.010

ASLS 2004-6
TRACT A-2

200' PUBLIC ACCESS EASEMENT
AND RIPARIAN BUFFER
SEE NOTE 11, PAGE 1
50' PUBLIC ACCESS EASEMENT
PER AS 38.05.127.



VICINITY MAP

PERIMETER OF THE 200' PUBLIC ACCESS
AND RIPARIAN BUFFER AROUND HERMIT CREEK

LINE NO.	BEARING	LENGTH
L1	N8°03'01"W	276.86'
L2	S81°47'34"W	274.94'
L3	N42°52'45"E	246.50'
L4	N15°33'03"E	101.24'
L5	N51°03'36"E	295.71'
L6	N20°06'53"E	170.30'
L7	N73°33'10"E	285.54'
L8	N47°06'40"E	422.79'
L9	N44°57'29"E	241.15'
L10	S0°00'00"E	588.89'
L11	S47°39'54"W	251.82'
L12	S49°03'58"W	215.66'
L13	S83°14'42"W	169.98'
L14	S50°25'22"W	228.87'
L15	S15°31'39"W	73.88'
L16	S44°00'01"W	282.02'
C1	R=2441.85' DELTA = 0°45'52" 4159.80'	A= 32.58'
PERIMETER AREA		13.757 ACRES

RIGHT BANK OF HERMIT CREEK			LEFT BANK OF HERMIT CREEK		
LINE NO.	BEARING	LENGTH	LINE NO.	BEARING	LENGTH
L30	S44°57'29"W	44.61'	L40	S44°57'29"W	20.57'
L31	S47°06'40"W	410.90'	L41	S47°39'54"W	411.91'
L32	S49°51'34"W	192.99'	L42	S49°03'58"W	213.22'
L33	N34°50'12"W	52.33'	L43	N33°15'23"W	64.01'
L34	S73°33'10"W	94.71'	L44	S75°23'08"W	77.86'
L35	S20°06'53"W	124.99'	L45	S21°20'20"W	121.12'
L36	S51°03'36"W	287.03'	L46	S50°25'22"W	283.60'
L37	S15°33'03"W	85.83'	L47	S15°31'39"W	85.69'
L38	S42°52'45"W	103.35'	L48	S44°00'01"W	117.84'

LEGEND

- BLM MONUMENT RECOVERED (IRON POST 2 1/2" WITH BRASS CAP)
- PRIMARY MONUMENT SET THIS SURVEY (SEE NOTE 1)
- PRIMARY MONUMENT RECOVERED (2 1/2" ALUMINUM POST WITH A 3 1/4" ALUMINUM CAP)
- RICHARDSON HIGHWAY CENTERLINE MONUMENT RECOVERED
- U.S.G.S. MONUMENT RECOVERED THIS SURVEY
- SECONDARY MONUMENT RECOVERED (5/8" REBAR W/ 2" ALUM. CAP)
- DOT/PP CONCRETE ROW MARKER (6" X 6" PAINTED YELLOW)
- + x CALCULATED POSITION - NOTHING SET
- BOUNDARY THIS SURVEY
- ORDINARY HIGH WATER
- 50' PUBLIC ACCESS EASEMENT (SEE NOTES 9 & 10, PAGE 1)
- 200' RIPARIAN BUFFER (SEE NOTE 11, PAGE 1)
- EASEMENT
- PROTRACTED SECTION LINE
- CENTERLINE RICHARDSON HIGHWAY

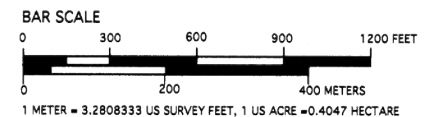
- (R1) RICHARDSON HIGHWAY, MILE 1 TO MILE 6 (SEE NOTE 8, PAGE 1)
- (R2) RICHARDSON HIGHWAY, MILE 6 TO MILE 14 (SEE NOTE 8, PAGE 1)
- (R3) THE BLM PLAT OF TRACT "B" T 9 S, R 5 W, C.R.M. (SEE NOTE 8, PAGE 1)
- (R4) ASLS NO. 79-146 (SEE NOTE 8, PAGE 1)
- (R5) ASLS NO. 87-362 (SEE NOTE 8, PAGE 1)
- (R6) ASLS NO. 87-18 (SEE NOTE 8, PAGE 1)
- (R7) USS 5505 APPROVED 6/11/1970. (R7)
- (R8) USS 5670 APPROVED 1/14/1974. (R8)
- (R9) USS 3323 APPROVED 7/23/1968. (R9)
- (R10) ASCS 98-23 (SEE NOTE 8, PAGE 1)
- (M) MEASURED
- (C) CALCULATED
- WP WITNESS POINT
- C-2 CURVE NUMBER DESIGNATION
- (11) MONUMENT NUMBER DESIGNATION
- C-X CORNER NUMBER

ASLS 2004 TRACT A-2 HIGHWAY CURVE DATA

CURVE NO.	LOCATION	DELTA	RADIUS	DEGREE	ARC	CHORD	CHORD BEARING	TANGENT
C1	CENTERLINE RECORD	6°18'32"	7639.44'	0°45'00"	841.17'	840.75'	S78°54'37"E	421.01'
C1	CENTERLINE MEASURED	6°18'52"	7632.50'	0°45'02"	841.18'	840.75'	S78°55'38"E	421.01'
C2	CENTERLINE RECORD	22°09'32"	1909.86'	3°00'00"	738.64'	734.04'	S86°50'19"E	373.99'
C2	CENTERLINE MEASURED	22°09'07"	1910.39'	2°59'57"	738.59'	734.00'	S86°51'56"E	373.97'
C3	CENTERLINE RECORD	32°46'01"	2291.83'	2°30'00"	1310.89'	1292.89'	S81°32'04"E	673.81'
C3	CENTERLINE MEASURED	32°46'00"	2292.19'	2°29'59"	1310.87'	1293.08'	S81°32'38"E	673.90'

ASLS 2004 TRACT A-2 ROW/ PROPERTY LINE CURVE DATA

CURVE NO.	LOCATION	DELTA	RADIUS	DEGREE	ARC	CHORD	CHORD BEARING	TANGENT
C4	ROW/ PL	5°49'47"	5037.11'	1°08'15"	512.50'	512.27'	N78°19'44"W	256.47'
C5	ROW/ PL	22°12'44"	1122.72'	3°06'12"	435.23'	432.51'	N86°30'43"W	220.37'
C6	ROW/ PL	22°03'41"	2441.85'	2°20'47"	940.22'	934.42'	N82°33'44"W	476.01'



DATE OF SURVEY	NAME OF SURVEYOR
BEGINNING JULY 13 2005	GILMORE AND ASSOCIATES
ENDING SEPT. 07, 2018	HC80 BOX 218
	COPPER CENTER, ALASKA 99573
	907-822-3344
STATE OF ALASKA	
DEPARTMENT OF NATURAL RESOURCES	
DIVISION OF MINING, LAND AND WATER	
ANCHORAGE, ALASKA	
ALASKA STATE LAND SURVEY NO. 2004-6	
CONTAINING 1033.820 ACRES	
77.151 RIPARIAN BUFFER ACRES	
956.669 MUNICIPAL ENTITLEMENT ACRES	
LOCATED WITHIN	
PROTRACTED SECTIONS 16, 17, 18, 19, 20, 21, 23, & 24	
TOWNSHIP 9 SOUTH, RANGE 5 WEST,	
COPPER RIVER MERIDIAN, ALASKA	
VALDEZ RECORDING DISTRICT	
DRAWN BY T.G.	APPROVAL RECOMMENDED
DATE 2/10/2020	TEARRE BOWEN For 4-17-20
SCALE 1"=300'	STATEWIDE PLATTING SUPERVISOR DATE
CHECKED L.G.	SHEET 4 OF 5
FILE NO.	ASLS 20040006

Valdez Recording District PL 2020-4

THE GRANTOR, City of Valdez, of PO Box 307, Valdez, Alaska 99686 hereby grants an easement for a Telecommunications Line to, THE GRANTEE, Copper Valley Telecom, of PO Box 337, Valdez, Alaska 99686.

A Twenty Feet Wide Easement within Tract A-2 of Alaska State Land Surveys 2004-6 per Plat 2020-4 Valdez Recording District being within Sections 23 and 24 of Township 9 South, Range 5 West, Copper River Meridian.

Beginning at a survey monument noted as Corner 9 of Tract A-2 of Alaska State Land Survey 2004-6 according to Plat 2004-6 Valdez Recording District, also being the Northern Right-of-Way of Richardson Highway Station 739+64.09 per said plat;

Thence North $81^{\circ} 59' 44''$ East 159.89 feet along the said Northern Right-of-Way of Richardson Highway and Southern Boundary of said Tract A-2 to the True Point of Beginning;

Thence within said Tract A-2 of Alaska State Land Survey 2004-6, a 20 feet wide easement, 10 feet on both sides of the following described centerline;

Thence North $46^{\circ} 48' 21''$ East 82.19 feet;

Thence North $44^{\circ} 09' 45''$ East 178.17 feet;

Thence on a curve to the left with a Delta $41^{\circ} 45' 29''$, Radius 295.00 feet, Length 215.00 feet, Cord Bearing North $23^{\circ} 17' 01''$ East, Cord 210.27 feet;

Thence North $2^{\circ} 24' 16''$ East 149.72 feet;

Thence on a curve to the right with a Delta $15^{\circ} 14' 18''$, Radius 500.00 feet, Length 132.98 feet, Cord Bearing North $10^{\circ} 01' 25''$ East, Cord 132.59 feet;

Thence North $17^{\circ} 38' 33''$ East 133.12 feet;

Thence on a curve to the right with a Delta $70^{\circ} 31' 04''$, Radius 260.00 Feet, Length 320.00 feet, Cord Bearing North $52^{\circ} 54' 05''$ East, Cord 300.18 feet;

Thence North $88^{\circ} 09' 37''$ East 182.01 feet;

Thence on a curve to the right with a Delta $37^{\circ} 36' 01''$, Radius 320.00 feet, Length 210.00 feet, Cord Bearing South $73^{\circ} 02' 22''$ East, Cord 206.25 feet;

Thence South $54^{\circ} 14' 22''$ East 70.40 feet;

Thence on a curve to the left with a Delta 12° 53' 30", Radius 800.00 feet, Length 180.00 feet, Cord Bearing South 60° 41' 07" East, Cord 179.62 feet;

Thence South 67° 07' 52" East, Cord 110.60 feet;

Thence on a curve to the right with a Delta 46° 10' 44", Radius 200.00 feet, Length 161.19 feet, Cord Bearing South 44° 02' 30" East, Chord 156.87 feet,

Thence South 20° 57' 08" East 84.36 feet;

Thence on a curve to the left with a Delta 77° 32' 20", Radius 125.00 feet, Length 169.16 feet, Cord Bearing South 59° 43' 18" East, Cord 156.55 feet;

Thence North 81° 30' 32" East 10.59 feet;

Thence South 8° 29' 28" East 248.75 feet to the said Northern Right-of-Way of Richardson Highway and Southern Boundary of said Tract A-2, said point being South 81° 59' 44" West 20 feet from a survey monument noted as Corner 8 of said Tract A-2 and Corner 4 of Alaska State Land Survey 87-362.

Sidelines of said easement to intersect at bisecting angles and extending or shortening at right-of-way.

Containing 52,764.89 square feet (1.211 acres) more or less.

See attached Exhibit A.

Sharon Scheidt, Mayor City of Valdez

Date

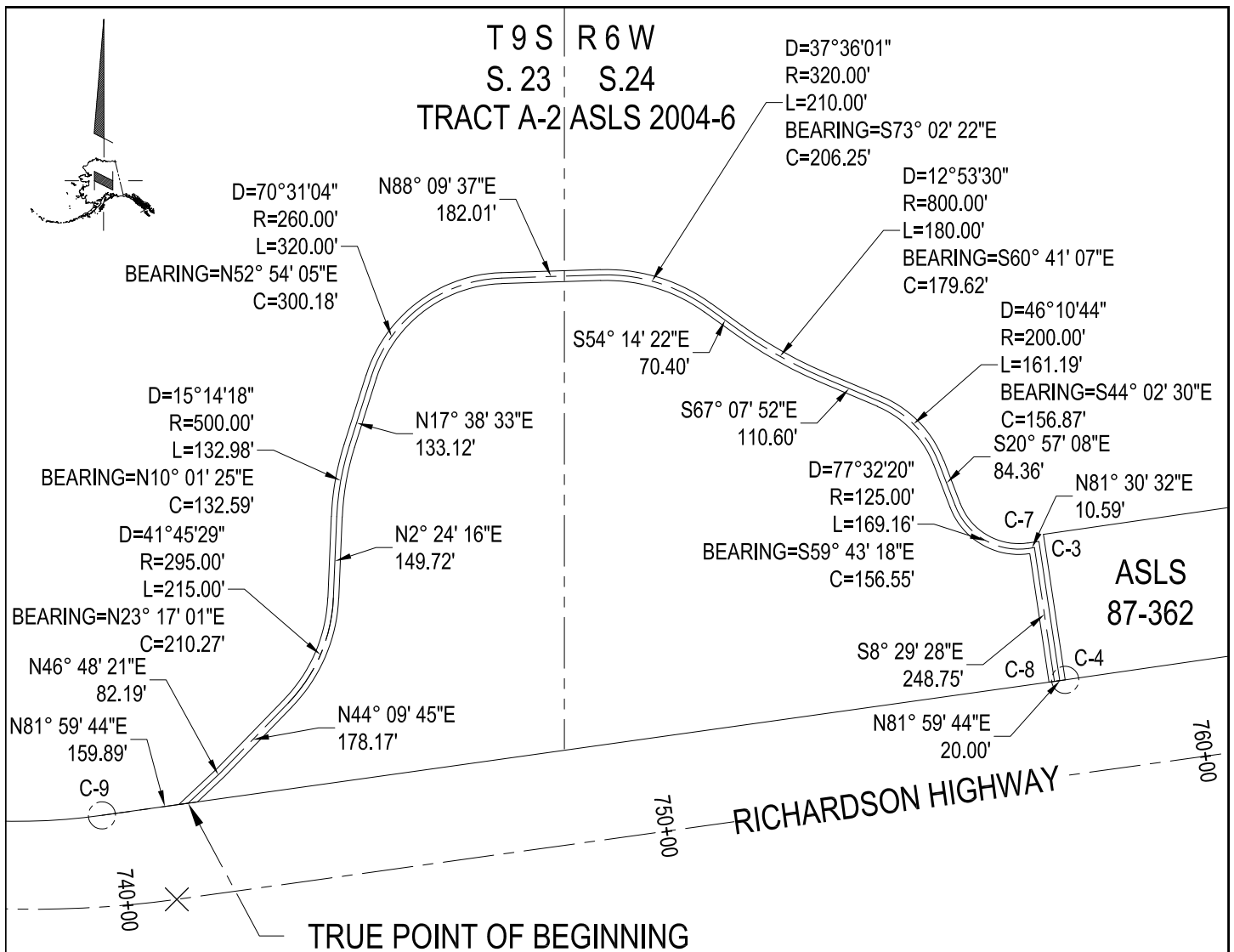
ALASKA NOTARY ACKNOWLEDGMENT

State of Alaska
3rd Judicial District

On this ____ day of _____ in the year 20____, before me, the undersigned notary public, personally appeared: Sharon Scheidt known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

Upon filing return to:

Attn: Robert Cyr
Copper Valley Telecom
PO Box 337
Valdez, Alaska 99686



NOTES

1. SURVEY DATE: JUNE 23-28, 2022.
2. ALIGNMENT EASEMENT CENTERLINE FROM AERIAL PHOTOGRAPHY.
3. ALL BEARINGS AND DISTANCES ARE TO NAD 83 AK ZONE 3.

LEGEND

	BOUNDARY LINE THIS SURVEY
	BOUNDARY LINE OTHERS
	ROAD CENTERLINE
	FND MONUMENT

EXHIBIT A

LEGAL DESCRIPTION: EASEMENT
TRACT A-2
ASLS 2004-6

STREET ADDRESS: MILE ±9 RICHARDSON HIGHWAY, VALDEZ ALASKA

PREPARED FOR: CVT

Wrangell Mountain Technical Services

P.O.BOX 118, CHITINA, ALASKA 99566
(907) 823-2280

DATE: 7/12/22

DRAWN: MINISH

CHECK: MINISH

SCALE: 1" = 300'

JOB#: 22003

DRAWING #: VALDEZ ROBE LAKE AREA

SHEET: 1 OF 1

REV#: 0



Legislation Text

File #: RES 22-0045, **Version:** 1

ITEM TITLE:

#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

SUBMITTED BY: Jeremy Talbott, Ports & Harbors Director

FISCAL NOTES:

Expenditure Required: \$44,051.70

Unencumbered Balance: \$76,792.00

Funding Source: Armed Security Guard (Revenue): 401-0000-34220

RECOMMENDATION:

Approve

SUMMARY STATEMENT:

The Spring 2022 military resupply movement was about 4 times larger than historic missions and lasted over 30 days. (Normally these missions last from 4-8 days.)

This resulted in a significant increase in guard and staff time expenditures. This unanticipated expenditure in the 2022 budget was offset with an increase in Port Revenues, which reflects a pass-through of this cost to our port customers.

We have made these adjustments in the past, after the fall resupply mission. I would anticipate that we will be back in the Fall of 2022 for one more adjustment to this account with additional revenue offsets as well.

CITY OF VALDEZ, ALASKA

RESOLUTION #22-45

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, AMENDING THE 2022 CITY BUDGET BY ACCEPTING UNBUDGETED PORT DEPARTMENT REVENUES TOTALING \$76,792.00 AND APPROPRIATING \$44,051.70 OF THIS AMOUNT TO PORT OVERTIME EXPENSE

WHEREAS, the Valdez Container Terminal experienced historically high overtime costs, reflecting a longer-than anticipated Spring ammunition move; and

WHEREAS, the resulting costs exceeded budgeted and appropriated funds; and

WHEREAS, the Port Department has unbudgeted revenues to offset the unbudgeted expense; 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

Section 1. Port revenue account 401-0000-34220 Armed Security Guard is increased by \$76,792.00

Section 2. Port expense account 401-4500-41200 Overtime is increased by \$44,051.70.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 19th day of July, 2022.

City of Valdez, Alaska

Sharon Scheidt, Mayor

ATTEST:

Sheri L. Pierce, MMC, City Clerk



Legislation Text

File #: 22-0395, **Version:** 1

ITEM TITLE:

Love Valdez Video

SUBMITTED BY: Martha Barberio, Economic Development Director

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Receive and File

SUMMARY STATEMENT:

A draft edit of a Valdez marketing video will be played for Council.

This video is part of the marketing initiatives of the COVID-19 Mayor's Task Force for Economic Recovery. It will be used as a marketing tool in New Business Development, Business Relocation and Expansion as well as for use by other City departments in their recruiting.



Legislation Text

File #: 22-0396, **Version:** 1

ITEM TITLE:

Monthly Treasury Report; April, 2022

SUBMITTED BY: Jordan Nelson, Finance Director

FISCAL NOTES:

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

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

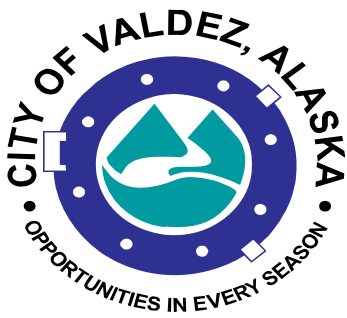
Funding Source: [Click here to enter text.](#)

RECOMMENDATION:

Receive and file

SUMMARY STATEMENT:

Monthly treasury report per Municipal Code



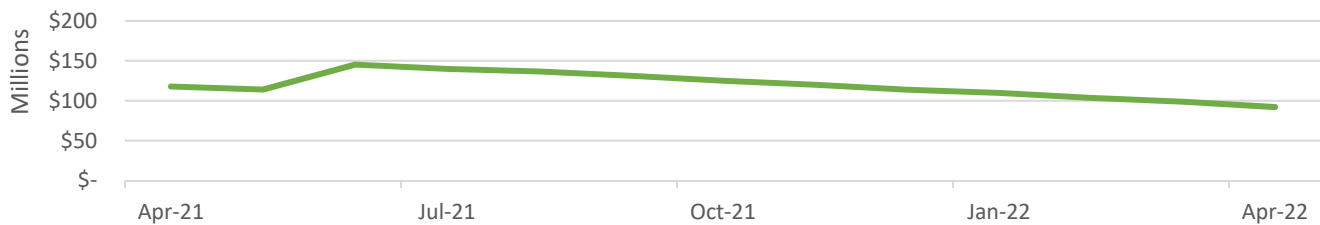
Monthly Treasury Report

Period Ending: April 30, 2022

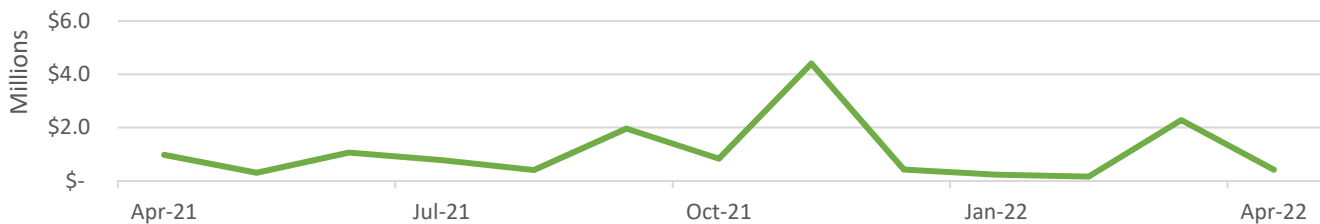
Prepared By: Jordan Nelson, Finance Director

		<u>Begin Balance</u>	<u>Debits</u>	<u>Credits</u>	<u>End Balance</u>	<u>Yield</u> <small>Notes</small>
Central Treasury		93,222,800	13,681,541	(20,360,217)	86,544,123	1.33%
Central Treasury	Wells Fargo	81,713,001	-	(3,822,105)	77,890,896	1.44%
Money Market	Wells Fargo	9,248,943	3,500,942	(4,500,000)	8,249,885	0.24%
Checking	Wells Fargo	2,275,402	8,605,546	(10,468,798)	412,150	0.00%
Payroll	Wells Fargo	(14,547)	1,575,053	(1,569,314)	(8,807)	0.00%
Restricted		5,463,663	1	(4,481)	5,459,182	1.07%
Debt Service	Wells Fargo	5,458,971	-	(4,481)	5,454,489	1.07%
Police	Wells Fargo	4,692	1	-	4,693	0.00%
Total		98,686,462	13,681,542	(20,364,699)	92,003,305	1.31%

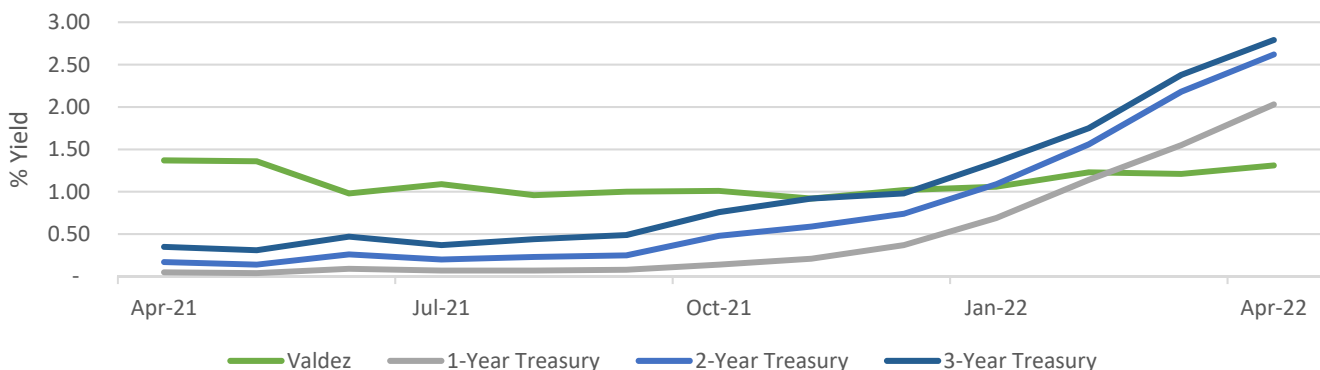
Total Cash & Equivalents



Checking Account Balance



U.S. Treasury Yield Comparison





City of Valdez

212 Chenega Ave.
Valdez, AK 99686

Legislation Text

File #: 22-0397, **Version:** 1

ITEM TITLE:

Monthly Treasury Report; May, 2022

SUBMITTED BY: Jordan Nelson, Finance Director

FISCAL NOTES:

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

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

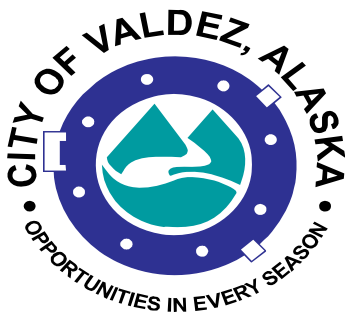
Funding Source: [Click here to enter text.](#)

RECOMMENDATION:

Receive and file

SUMMARY STATEMENT:

Monthly treasury report per Municipal Code



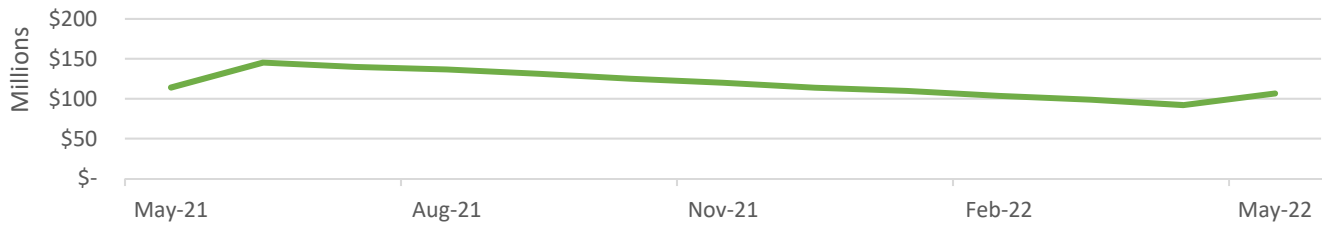
Monthly Treasury Report

Period Ending: May 31, 2022

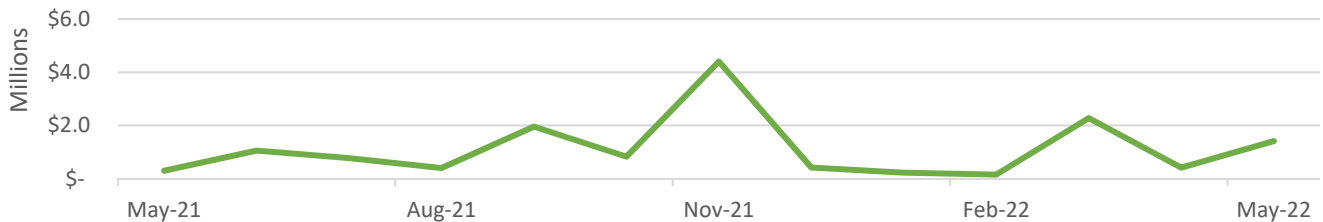
Prepared By: Jordan Nelson, Finance Director

		<u>Begin Balance</u>	<u>Debits</u>	<u>Credits</u>	<u>End Balance</u>	<u>Yield</u>	<u>Notes</u>
Central Treasury		86,544,123	34,568,160	(20,070,496)	101,041,788	1.14%	
Central Treasury	Wells Fargo	77,890,896	498,407	-	78,389,303	1.44%	
Money Market	Wells Fargo	8,249,885	14,152,038	(1,150,000)	21,251,922	0.60%	
Checking	Wells Fargo	412,150	18,401,180	(17,404,577)	1,408,753	0.00%	
Payroll	Wells Fargo	(8,807)	1,516,536	(1,515,919)	(8,191)	0.00%	
Restricted		5,459,182	1	(340)	5,458,843	1.30%	
Debt Service	Wells Fargo	5,454,489	-	(340)	5,454,149	1.30%	
Police	Wells Fargo	4,693	1	-	4,693	0.00%	
Total		92,003,305	34,568,161	(20,070,836)	106,500,630	1.15%	

Total Cash & Equivalents



Checking Account Balance



U.S. Treasury Yield Comparison

