

ORDINANCE NO. 6171

**AN ORDINANCE AUTHORIZING CONVEYANCE OF AN EASEMENT
REQUESTED BY GVEA FOR LOCATION OF ELECTRICAL FACILITIES
IN GOLDEN HEART PLAZA**

WHEREAS, Golden Valley Electric Association (GVEA) has requested an easement within Golden Heart Plaza for location of electric facilities as part of its Downtown Transformer Replacement Project, Project # 209119; and

WHEREAS, the proposed easement area is shown Exhibit A; and

WHEREAS, in return for the conveyance of an easement, GVEA will provide the City a 100A single phase 120/240V service which will feed a newly provided 10 Circuit Lockable panelboard and other improvements as shown in Exhibit B and which will provide upgraded and improved power to Golden Heart Plaza; and

WHEREAS, the full terms and conditions of the agreement between the City and GVEA are included in the Memorandum of Understanding (MOU, Exhibit C); and

WHEREAS, the City Engineer has reviewed and recommends approval of the proposed MOU; and

WHEREAS, Festival Fairbanks supports the project.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF FAIRBANKS, as follows:

Section 1. That the Mayor is hereby authorized to execute the Memorandum of Understanding between the City and GVEA and to execute all documents necessary for conveyance of the easement described in the Exhibits to this ordinance.

Section 2. That conveyance of the easement is subject to the 30-day permissive referendum period as required under FGC Sec. 70-42 and Sec. 8.3 of the City Charter.

Section 3. That the effective date of this Ordinance shall be the 19th day of June 2021.



Jim Matherly, Mayor

AYES: Kun, Marney, Clark, Therrien, Rogers, Gibson
NAYS: None
ABSENT: None
ADOPTED: June 14, 2021

ATTEST:

APPROVED AS TO FORM:


Danielle Snider, MMC, City Clerk


Paul J Ewers, City Attorney

Exhibit A to Ordinance No. 6171

Return to: Golden Valley Electric Association
PO Box 71249, Fairbanks, AK 99707

GVEA RIGHT-OF-WAY EASEMENT

FOR VALUE RECEIVED, City of Fairbanks, a municipal corporation of the State of Alaska, with an address of 800 Cushman Street, Fairbanks, AK 99701 ("Grantor") hereby grants and conveys to GOLDEN VALLEY ELECTRIC ASSOCIATION, INC., an Alaska non-profit cooperative corporation of Fairbanks, Alaska ("Grantee"), and to its successors, assignees, licensees and permittees, a perpetual right-of-way easement for the construction, maintenance, upgrade, and removal of underground distribution facilities and related equipment, and specifically including the right of ingress and egress to and from the right-of-way easement, and the right to cut and otherwise keep clear the right-of-way easement of all trees, limbs, vegetation, and other obstructions.

The following conditions apply to this easement: No obstruction of any kind shall extend through, into, across, or be placed within the easement. The ground grade of the easement area shall not be altered in excess of six (6) inches from the grade established upon completion of the installation of said facilities, except where permitted by the Grantee.

The following uses are allowed if such land use is compatible, adheres to the conditions listed above, and does not interfere with Grantee's use of said easement: existing two Golden Heart Plaza plaques, utility service connections, parking areas, sidewalks, and fencing, so long as it is installed aerially without benefit of sub-surface support within the easement, and gates or removable sections are provided where fences would restrict access to Grantee.

Grantor agrees that all such facilities and equipment installed on the described right-of-way easement at Grantee's expense shall remain the property of Grantee.

Within Lot 4, Block 4 of the FAIRBANKS TOWNSITE, according to the survey of said Townsite known as the L.S. Robe Map of 1909, reproduced by Karl Theile, US Surveyor-General in 1922, located within the Fairbanks Recording District, Fourth Judicial District, Alaska.

Commencing at the Southeast corner of said Lot 4, and the TRUE POINT OF BEGINNING; thence S 79°10'00" W along the south boundary for a distance of 10 feet, thence N 11°02'00" W a distance of 4.5 feet, thence S 79°10'00" W a distance of 10 feet, thence N 11°02'00" W a distance of 28 feet, thence N 79°10'00" E a distance of 20 feet to the east boundary of said lot, thence S 11°02'00" E along the east boundary for a distance of 32.5 feet to the TRUE POINT OF BEGINNING and TERMINUS of EASEMENT as shown in the attached Exhibit A. Easement is 605 ft² and overlaps an area of existing GVEA facilities.

SIGNED, ACCEPTED, AND AGREED upon on this ____ day of _____, 2021, by the undersigned on behalf of the Grantor, who acknowledges that he has read and understands this document and any attachments to it, and having the authority to do so, hereby conveys and warrants the right-of-way easement described above.

**Jim Matherly for
City of Fairbanks, Grantor**

STATE OF ALASKA)
) ss
FOURTH JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by Jim Matherly, on behalf of **City of Fairbanks, a municipal corporation of the State of Alaska.**

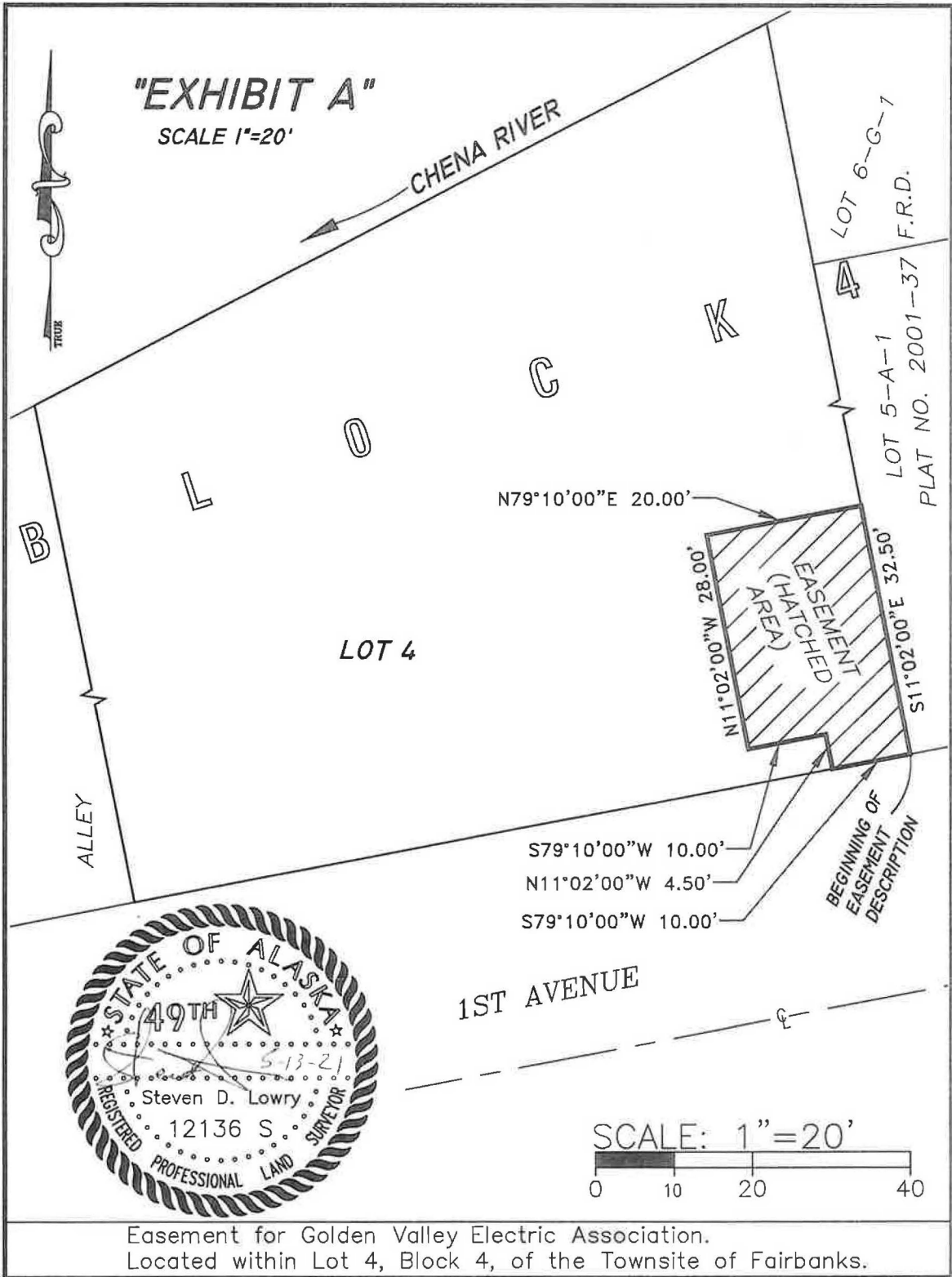
GVEA No. 25274

Notary Public in and for Alaska
My Commission Expires: _____



"EXHIBIT A"

SCALE 1"=20'



Easement for Golden Valley Electric Association.
Located within Lot 4, Block 4, of the Townsite of Fairbanks.

Exhibit B to Ordinance No. 6171

DATE:	4/19/2021	TO:	GVEA
PREPARED BY:	Brian Gnoffo	ATTN:	Adam Saunders
PROJECT:	GVEA-Downtown Transformer Replacement	PROJECT #:	209119
CHANGE #:	01		

Description of Change: City of Fairbanks Additions

Inclusions:

- .01 Provide a single phase 120/240V 100A service for the City of Fairbanks in the new switchboard.
- .02 Provide a NEMA 3R (10) circuit lockable panelboard outside the new GVEA easement (north side).
- .03 Each space in the panel shall be filled with an single pole 20a circuit breaker.
- .04 A spare ¾" RMC conduit shall be provided from the panel board to below grade. Conduit shall be sealed.
- .05 Provide (2) 20A duplex GFCI receptacles mounted to the panelboard base structure (not the panelboard).
- .06 Provide 4" RMC supported concrete incased panel rack with uni strut horizontals for new panel and 2ea GFCI receptacles.
- .07 Provide 16ea shrubs to the City's Public Works Department for placement.
- .08 Additional design and engineering.

For Clarification Purposes only (no additional cost)

- .01 Fullford Electric will relocate monument to maintain adequate working space (city to determine new location and does not include pad or foundation)
- .02 Fullford Electric will provide new trees to replace the trees that are removed during construction.
- .03 Original proposal covered reseeding the area. If the city prefers mulch we can accommodate.

Exclusions:

- .01 Installing foundations or pads for relocated signs or monuments.
- .02 Powering any equipment or devices from the City of Fairbanks distribution panel with the exception for the 2ea rack mounted GFCI receptacles.

Exhibit C to Ordinance No. 6171

MEMORANDUM OF UNDERSTANDING BETWEEN

GOLDEN VALLEY ELECTRIC ASSOCIATION, INC.

AND

CITY OF FAIRBANKS

This Memorandum of Understanding ("MOU"), dated as of _____, 2021 ("Effective Date") is made and entered into by and between the City of Fairbanks, ("the City") located at 800 Cushman Street, Fairbanks, Alaska 99701 and Golden Valley Electric Association, Inc. ("GVEA"), located at 758 Illinois Street, Fairbanks, Alaska 99701. The City and GVEA are referred to collectively in this MOU as the "Parties".

WHEREAS, after the date of this MOU, an electrical contractor, under contract with GVEA, will perform work related to relocating an electric transformer belonging to GVEA to a newly acquired easement granted by the City related to Lot 4, Block 4 of the Townsite of Fairbanks. The work will consist of construction of the project in accordance with stamped construction drawings as shown in Attachment A – Excerpt - Stamped Construction Drawings;

WHEREAS, within 5 days of project completion, the City will have the responsibility to review the work performed by the electrical contractor for the City's new service and will have the opportunity, if they believe it necessary, to contact a third-party electrician at the City's own expense to review any work performed to the City's service connection or wiring;

WHEREAS, following project completion, work performed will be turned over to the City as of the Substantial Completion Date in accordance with GVEA's Tariff which provides that Members are responsible for their inside wiring, including the Service entrance and the meter socket.

NOW THEREFORE the Parties do mutually agree as follows:

- 1) The City will provide GVEA an easement consistent with the form and content as shown in Attachment B – GVEA Right-of-Way Easement

- 2) GVEA will provide the City a 100A single phase 120/240V service which will feed a newly provided 10 Circuit Lockable panelboard as shown in Attachment A – Excerpt - Stamped Construction Drawings, Sheet E401 Detail 4. Additional details on the work are provided in Attachment C – Description of Changes
- 3) The City will complete GVEA's standard service application process using the application documents provided in Attachment D – GVEA Service Application Package and will pay for any service taken in accordance with GVEA's Operating Tariff.
- 4) Following project completion, the City agrees to inspect all work performed in relation to this project and take ownership of all items normally owned by the Member as described in GVEA's Tariff.
- 5) As of the Substantial Completion Date, the Parties will agree that the City will be responsible for their panel, wiring, service connection and any issues, defects or maintenance associated with the wiring or service in accordance with GVEA's Tariff, except to the extent that the issue continues to be covered under the successful contractor's one (1) year work warranty.
- 6) The City understands, acknowledges and agrees that GVEA provides no warranties associated with the work performed.
- 7) The City agrees that it will hold GVEA harmless, and hereby specifically and voluntarily waives and releases GVEA, its agents, and employees from and against all claims, losses, liability, damage, responsibility and expense, suffered, or incurred by the City related in any way to the work performed by the project, except to the extent that the claim is covered under the project's one (1) year work warranty.
- 8) This MOU is governed by and shall be construed in accordance with the laws of the State of Alaska with venue in the fourth judicial district at Fairbanks.
- 9) This MOU may be executed in one or more identical counterparts (including execution via e-mail or scanned PDF of the MOU), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 10) No modification of this MOU shall be effective unless it is in writing and signed by authorized representatives of both Parties.

11)The City and GVEA are validly existing entities in good standing under the laws of the state of Alaska, and each Party represents that it has all necessary corporate power and authority to execute, deliver and perform its obligations under this Agreement and to consummate the transactions contemplated hereby. The Parties' execution, delivery and performance of their obligations under this Agreement have been duly authorized by all necessary corporation/governmental action of each individual Party.

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be execute in their respective names as of the date first written above.

City of Fairbanks

Golden Valley Electric Association, Inc.

By: _____

By: _____

Name:

Name: Ehren Schachle

Title:

Title: Administrative Operations Manager

Date: _____

Date: _____