



# City of Valdez

212 Chenega Ave.  
Valdez, AK 99686

## Meeting Agenda

### City Council

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Tuesday, January 16, 2018

6:00 PM

Council Chambers

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#### Work Session (Museum) & Regular Meeting

#### WORK SESSION AGENDA - 6:00 pm

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

1. [Work Session: Valdez Museum Project](#)

**Attachments:**      [Museum Work Session Outline.pdf](#)  
[Site Selection Process- Museum.pdf](#)  
[COV Museum Site Matrix 1-08-18.xlsx](#)  
[11x17 Valdez Museum Presentation 1-5-18.pdf](#)

#### REGULAR AGENDA - 7:00 PM

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

IV. APPROVAL OF MINUTES

1. [City Council Regular Meeting Minutes of January 2, 2018](#)

**Attachments:**      [DRAFT City Council Regular Meeting Minutes 010218](#)

V. PUBLIC BUSINESS FROM THE FLOOR

VI. CONSENT AGENDA

1. [Approval of Beverage Dispensary License Renewal - Landing Lights LLC, dba Puddle Jumpers Saloon](#)

**Attachments:**      [3461 LGB Notice.pdf](#)  
[3461 Complete Renewal Application.pdf](#)

2. [Approval to Go Into Executive Session Regarding Pending Litigation Strategy](#)

## VII. NEW BUSINESS

1. [Approval of Professional Services Agreement with Parker, Smith, Feek for Employee Benefits Consulting Services in the Amount of \\$55,000](#)

**Sponsors:** City Council

**Attachments:** [Health Insurance Broker-Consultant PSF PSA FINAL.pdf](#)  
[Staff Report 12-19-2017.pdf](#)

## VIII. ORDINANCES

1. [#18-01 - Amending Title 6 of the Valdez Municiple Code Relating to Animals. Second Reading. Adoption.](#)

**Attachments:** [18-01 Amending Title 6 Animals.doc](#)

## IX. RESOLUTIONS

1. [#18-01 - Accepting the 2017-2018 EMPG Grant from the Division of Homeland Security and Emergency Management in the Amount of \\$24,750 and Approving Expenditure of Funds](#)

**Attachments:** [award letter](#)  
[Resolution EMPG Grant 2017-2018](#)

2. [#18-02 - Adopting an Alternate Allocation Method for the FY17 Shared Fisheries Business Tax Program and Certifying That This Allocation Method Fairly Represents the Distribution of Significant Effects of Fisheries Business Activity in FMA 16: Prince William Sound](#)

**Attachments:** [18-02 Fisheries Allocation.doc](#)

3. [#18-03 - Adopting Terminal Tariff No. 100-18 and Terminal Rules & Regulations for the Port of Valdez](#)

**Attachments:** [Final Tariff 100-18](#)  
[Final Terminal Rules & Regulations](#)  
[2017 Port Comparison](#)  
[Resolution 18-03 - Port Tariff and Terminal Rules & Regulations.docx](#)

4. [#18-04 - Amending the 2017 City Budget by Accepting Unbudgeted Port Department Revenues Totaling \\$143,000 and Appropriating \\$45,000 to Port/Electricity](#)

**Sponsors:** City Council

**Attachments:** [2017 Budget Reso Port Electricity.doc](#)

## X. REPORTS

1. [Report: Change Order to Pacific Pile & Marine, LP in the Amount of \\$33,742.43 for the New Harbor Project.](#)

**Attachments:**     [Change Order 6 - New Harbor Project](#)  
                                  [Change Order Summary - New Harbor Project](#)

2. [Report: City Buildings-Mobile Generator Project Update](#)

**Attachments:**     [Request for Quotes - City Buildings Mobile Generator - Bid Summary](#)

3. [Report: Kelsey Dock Phase 1a Project Update](#)

**Attachments:**     [City Council Meeting - ECI Supporting Docs 11X17](#)  
                                  [Delivery-Methods-Comparision](#)

#### 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

1. [Mayor's Report - January 16, 2018](#)

**Attachments:**     [Mayor's Report – January 16, 2018](#)

#### XII. COUNCIL BUSINESS FROM THE FLOOR

#### XIII. EXECUTIVE SESSION

#### XIV. RETURN FROM EXECUTIVE SESSION

#### XV. ADJOURNMENT

#### XVI. APPENDIX

1. [City Council Calendars - January & February 2018](#)

**Attachments:**     [City Council Calendar - January 2018](#)  
                                  [City Council Calendar - February 2018](#)



## Legislation Text

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**File #:** 18-0025, **Version:** 1

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**ITEM TITLE:**

Work Session: Valdez Museum Project

**SUBMITTED BY:** Nathan Duvall, Capital Facilities Director

**FISCAL NOTES:**

Expenditure Required: N/A

Unencumbered Balance: N/A

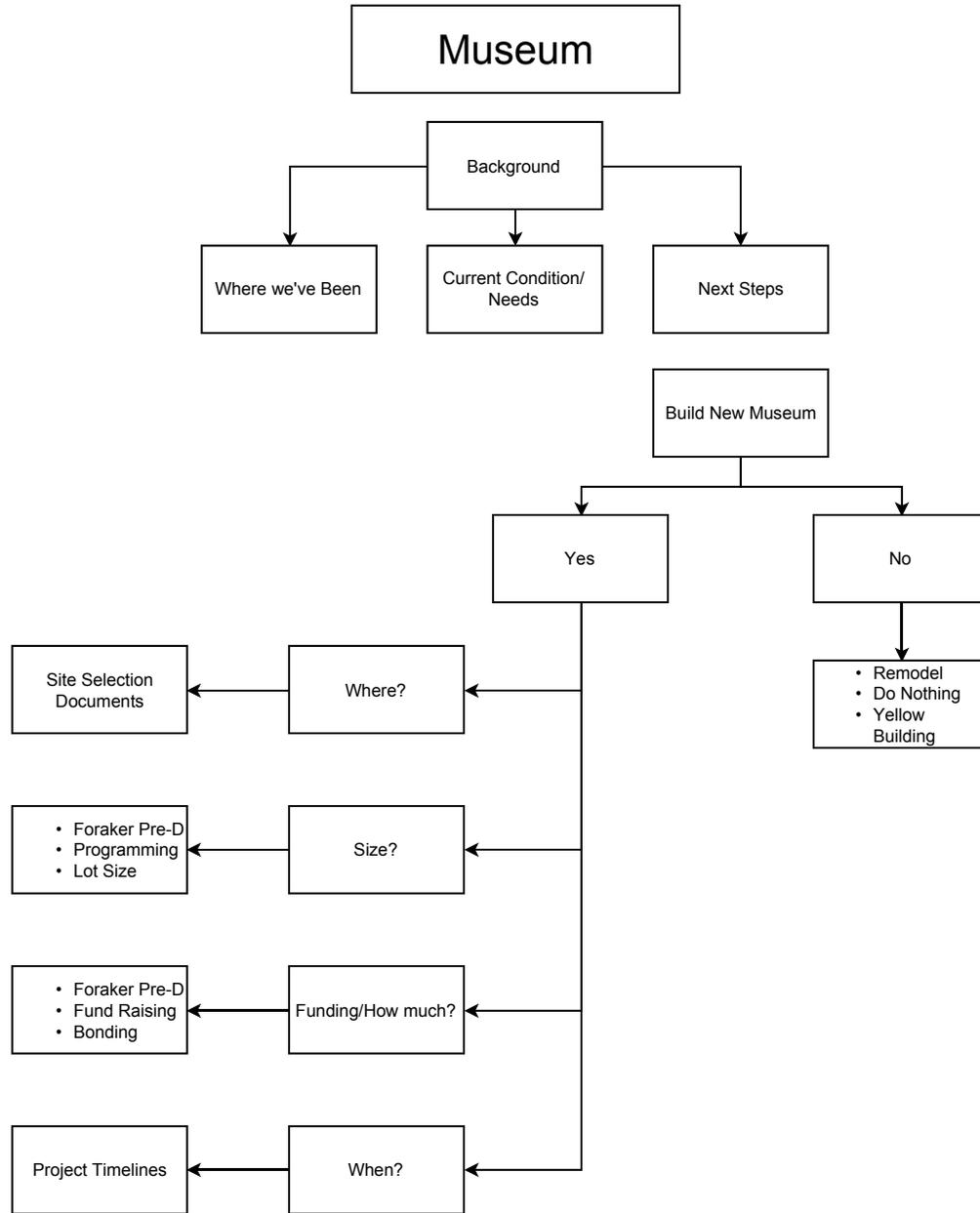
Funding Source: N/A

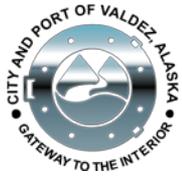
**RECOMMENDATION:**

Work session only - Receive and file.

**SUMMARY STATEMENT:**

The intent of the work session is to inform the Council of needs and progress for a museum project and seek consensus as to formalizing a project. Additional detailed back-up information will be sent separately to the Council by email following a site selection committee meeting scheduled for January 11.





# Valdez Museum Site Selection Process



Workshop #1 – December 7, 2017

# Workshop #1 Agenda



Review site selection goals and process

Review museum site requirements

Define site selection criteria

Assign weighting

Review available parcels



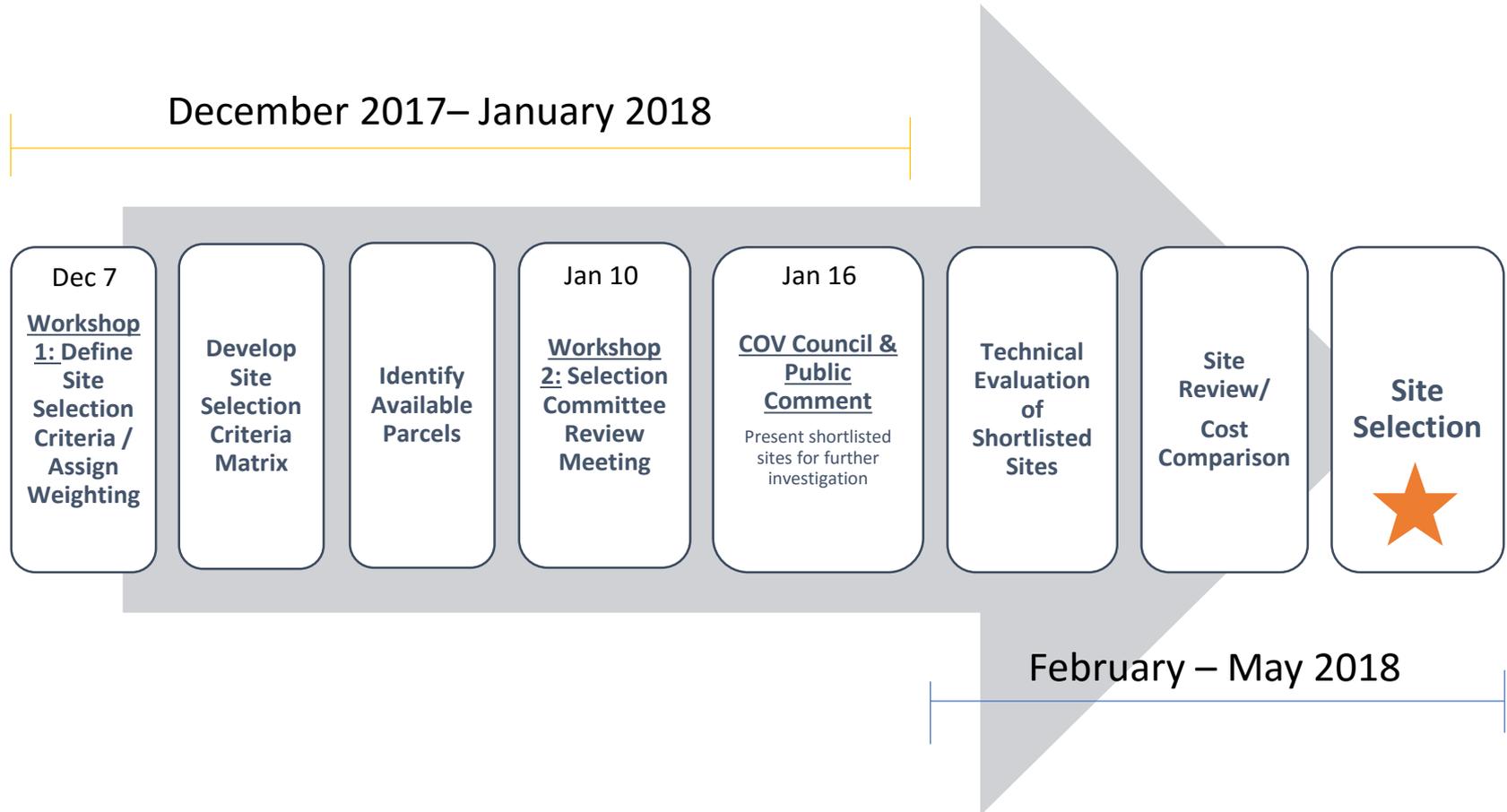
# Site Selection Goals and Process



# Museum Site Selection Goals

- Conduct an objective and transparent site selection process
- Select preferred site for museum based on COV and museum priorities

# Site Selection Process





# Review Museum Site Requirements

# Museum Scope/Program

- Minimum site size: 1 acre
  - 28,464 GSF building
    - 1 story vs 2 story building
  - Staff and visitor parking
  - Back-of-House/loading
  - Snow storage/summer parking



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Public Entry Areas	1,430 NSF	6%
Retail Shop	920 NSF	4%
Exhibit Galleries	12,650 NSF	53%
Education	820 NSF	4%
Collections / Curation	5,310 NSF	22%
Administration	1,540 NSF	7%
Building Support	1,050 NSF	4%
<b>Total Building</b>	<b>23,720 NSF</b>	<b>100%</b>
<b>Total Gross Building Area</b>	<b>28,464 GSF</b>	



# Define Site Selection Criteria

# Site Selection Criteria

Lot size, configuration and future expansion  
Topography/slope  
Site access  
Utilities available  
Walking distance to downtown  
Snow storage

## Site Features



Compatibility with Museum program  
Compatibility with adjacent uses  
Conformance with COV Zoning  
Comprehensive Plan and Visioning

## Site Compatibility



Tsunami/Avalanche  
Surface water  
Subsurface investigation  
Archeological/historic sites  
Threatened/endangered species

## Environmental



City-owned  
State of Alaska  
Private

## Purchase Cost/Terms



Access Costs  
Utility Costs  
Preparation Costs  
Mitigation Costs

## Site Development Costs



Impact on local community  
Public review of shortlisted sites  
Public comment period

## Community Acceptance





Assign Weighting/Priorities

# Assign Weighting/Priorities

Potential Sites	Weight	Site A	Site B	Site C	Site D	Site E	Site F
<b>Site Features</b> <i>Very Good = more points; Not good = less points</i>	25						
<b>Site Compatibility</b> <i>Very compatible = more points; Not compatible = less points</i>	20						
<b>Environmental</b> <i>Little environ. concerns = more points; High envir. concerns = less points</i>	10						
<b>Purchase Cost/Terms</b> <i>City-owned or donated = more points; High purchase price = less points</i>	25						
<b>Site Development Costs</b> <i>Low dev. costs = more points; High dev. costs = less points</i>	10						
<b>Community Acceptance</b> <i>High community acceptance = more points; Low community acceptance = less points</i>	10						
<b>TOTAL SCORE</b>	100	0	0	0	0	0	0
<i>For high priorities, assign higher weighting</i>							



# Review Available Parcels



PROPOSED SITES FOR VALDEZ NEW MUSEUM

**PROS:**

- ▶ The site is large enough to contain a 1 story building and use the existing Museum building to serve as the annex is used now. The old building can possibly be used for artifact storage as well.
- ▶ The site maintains the City's desire to revitalize the downtown corridor.
- ▶ The location is a marquee spot for many tourists and the local audience. It is located at the entry point to the city.
- ▶ Movement of larger delicate items like the light house lens is made easier by this location.
- ▶ The potential for a Museum campus is created by the proximity of the new building to what is existing.
- ▶ Land is flat and parking is available.
- ▶ Low infrastructure costs
- ▶ Easy right turn into the lot as visitors enter the city

**CONS:**

- ▶ Need to determine if the lot is available
- ▶ If needed can the building be 2 floors?
- ▶ Cost to buy the land and develop it
- ▶ Sightlines are limited for a single story building

Source: Master Interpretive Plan – September 2016

## Site A Old 3 bears

7040-029-001-0

137 Egan

Lot 1 Blk 29 Mineral Creek Subdiv

Commercial-Central Business District

.625 Acres

*Currently has some legal issues, but they are with the City.*



Proposed Site A Valdez New Museum



**PROS:**

- ▶ The location is a marquee spot for many tourists and the local audience. It is located at the entry point to the city.
- ▶ Low infrastructure costs
- ▶ Tanks have been removed; site has been mitigated

**CONS:**

- ▶ The site is too small.
- ▶ At present the site has a slight slope on the property that may be a hindrance to construction costs.
- ▶ Cost to buy the land and develop it
- ▶ Visitors entering the city would need to make a left turn against traffic; limited parking

*Source: Master Interpretive Plan – September 2016*

## Site B Old Tesoro

7040-033-001-0

109 S. Meals

LT 1A BK 33 MINERAL CREEK

General Commercial

.853 Acres

*Had some clean-up on the site, pros & cons listed in report.*



**PROS:**

- ▶ Land is donated.
- ▶ The building affords the opportunity to see the landscape of the area.
- ▶ Close proximity to Kelsey Dock traffic / activities and docking point for Alaska Marine Highway ferry
- ▶ First place visitors see when entering the port via water
- ▶ A place for inspired architecture

**CONS:**

- ▶ Infrastructure needs to be addressed
- ▶ The incline of the access road is steep and will be challenging in the winter.
- ▶ The incline is daunting for a casual walk for most people.
- ▶ The remote location relative to the rest of town presents security issues for the Museum, its collection and other types of less than desirable behaviors.
- ▶ This location doesn't support the city's desire to revitalize the downtown corridor.

*Source: Master Interpretive Plan – September 2016*

## Site C Meals Hill

7120-005-000-0

301 Hazlet Ave.

Tract E Port Valdez

Waterfront Commercial

5.32 Acres



## Site D Gavora Property

7060-005-002-0

241 E Egan.

LT 2 SLEEPY HOLLOW ADD #5

General Commercial

14.964Acres

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*14 acres city is looking at procuring for  
a fire station*

**Proposed Site D** Valdez New Museum



## Site E Old Prospector

7040-033-027-0 and 7040-033-028-0

141 Galena

LT 27-28 BK 33 MINERAL CREEK SUBD

General Commercial

.323 Acres

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*Could be the old prospector building This would be a purchase & demo situation*

**Proposed Site E Valdez New Museum**



## Site F Pipeline Club

7040-033-010-0

142 Egan Dr

LT 9B BK 33 MINERAL CREEK

General Commercial

0.513Acres

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*The land the Pipeline club sits on (off Egan). Not sure if it would be for sale.*

**Proposed Site F** Valdez New Museum

# Next Steps

- Confirm if there are additional sites to consider
- Collect information on available parcels
- Evaluate each site per scoring criteria
- **Jan 10 Workshop #2: Review shortlisted sites**



**CITY OWNED PROPERTY**

- Site A**  
Luke Horning SK8 Rink/Park
- Site D**  
Hill above Ruth Pond to Clifton Drive
- Site E**  
Parking lot near Museum on Hazelet
- Site F**  
South 1/3 Park Strip + Fire Station site
- Site H**  
North 2/3 Park Strip
- Site I**  
Existing Museum on Egan
- Site K**  
Hill north of Civic Center parking lot
- Site P**  
Dog park

**PRIVATELY OWNED PROPERTY**

- Site B**  
J&R Plumbing/commercial lots near tank farm
- Site C**  
Meals Hill
- Site G**  
Keystone hotel
- Site J**  
Old Prospector Site + Pipeline Club
- Site Q**  
Gavora Property
- Site L**  
3 Bears + No Name Pizza
- Site M**  
Pipeline Club to Napa
- Site N**  
Waterfront camp sites/Bear Paw RV
- Site O**  
Old Tesoro + Southcentral Hardware



Legislation Text

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**File #:** 18-0026, **Version:** 1

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**ITEM TITLE:**

City Council Regular Meeting Minutes of January 2, 2018

**SUBMITTED BY:** Allie Ferko, CMC, Deputy City Clerk

**FISCAL NOTES:**

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

**RECOMMENDATION:**

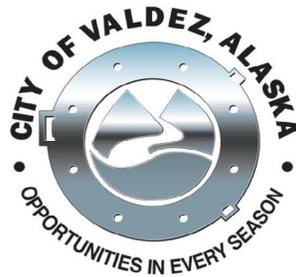
Receive and file.

**SUMMARY STATEMENT:**

City Council regular meeting minutes of January 2, 2018 attached for Council review and approval.

# City of Valdez

212 Chenega Ave.  
Valdez, AK 99686



## Meeting Minutes - Draft

Tuesday, January 2, 2018

7:00 PM

Regular Meeting

Council Chambers

City Council

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

Mayor Knight called the meeting to order at 7:00pm in Valdez City Council Chambers.

**II. PLEDGE OF ALLEGIANCE**

The City Council led the Pledge of Allegiance to the American Flag.

**III. ROLL CALL**

Present: 7 - Mayor Ruth E. Knight  
Council Member Nate Smith  
Council Member Christopher Moulton  
Council Member Lon Needles  
Council Member Jim Shirrell  
Council Member Dennis Fleming  
Council Member Darren Reese

Also Present: 3 - City Clerk/Acting City Manager Sheri Pierce  
Deputy City Clerk Allie Ferko  
City Attorney Tony Guerriero

**IV. PUBLIC APPEARANCES****1. Public Appearance: Mike Wells, Valdez Fisheries Development Association**

Mr. Mike Wells, Executive Director of the Valdez Fisheries Development Association (VFDA), presented an update on the Solomon Gulch Hatchery public education platform project. During the 2018 budget process, City Council granted special funding out of the 2018 Council Contingency account for the project contingent on Mr. Wells providing updates on progress of the project. Mr. Wells explained the finished education program would be a video tour composed of interactive elements on multiple platform stations near the Solomon Gulch Hatchery. Mr. Wells stated that the primary goal of the program is to teach the public about the economic and environmental importance of fisheries in Prince William Sound. Mr. Wells explained, as a 501 C3 classified organization, one of the purposes of the VFDA is education.

Mr. Wells expressed he hopes the kiosk platform program would entice tourism by providing an engaging and free visitor attraction designed to appeal to all age groups. Mr. Wells stated this program was unique as there are no other programs in the Valdez area designed to teach the public about fisheries. VFDA staff teamed up with local media production company Seed Media to create a video tour of the Hatchery. This video tour would be featured on each of the kiosks. Mr. Wells presented one of the four educational videos that would be featured. Following the video, Mr. Wells showed a PowerPoint presentation, revealing progress to date on the program. Mr. Wells explained VFDA is working on fine tuning the details of the kiosk stations, including size and orientation, as well as looking for ways to cut costs without taking quality away from visitor experience. Mr. Wells added there were additional videos in

production which would feature the fish culture process, including rearing techniques, and emphasize the continued economic benefits of the hatchery. Mr. Wells also offered the kiosks as a platform for city-related educational content such as bear awareness and tsunami informational campaigns.

Mayor Knight expressed concern about weatherproofing the kiosks, as they would be an outdoor resource. Mr. Wells explained the models selected were marketed for extreme weather, with a range of approximately 40 degrees below and 130-140 degrees above Fahrenheit, as well as being fully sealed, contained, and under warrantee.

Ms. Pierce asked Mr. Brian Carlson, City Finance Director, if this project was already included in the 2018 budget. Mr. Carlson explained the \$23,317.00 requested by the VFDA and supported by the City Council had been included as a line item expenditure in the 2018 Council Contingency Reserve. Ms. Pierce indicated to Mr. Wells that she would work with Mr. Carlson to release the funds to the VFDA.

## **2. Public Appearance: James “Hotai” Williams - Landfill Recycling**

Mr. James “Hotai” Williams, Valdez resident, expressed concern over restrictions on recycling and salvaging in Valdez. Mr. Williams asked City Council to consider creating a recycling and solid waste commission that utilizes recycler input and addresses the needs and concerns of local recyclers and salvagers. Mr. Williams explained in Washington State, all communities are mandated to have a solid waste committee, and he hopes to see the same in Valdez. Mr. Williams stated there are potential economic benefits to recycling materials that are currently being deposited into the City landfill. Mr. Williams also expressed safety concerns regarding interactions between City landfill staff and citizen salvagers.

Council Member Shirrell inquired who the safety officer is for the City of Valdez. Mr. Rob Comstock, Public Works Director, replied that the safety officer for the landfill is City Baler supervisor, Mr. Kenneth Christoffersen. Council Member Shirrell suggested Mr. Williams might elevate his concerns and make an official safety complaint with Mr. Christoffersen. Mr. Williams stated he had brought the issue to his attention previously. Council Member Shirrell confirmed the City Manager was taking care of this issue and stated the City was committed to a safe operation of its facilities for residents and employees. Mayor Knight added Ms. Pierce would research recycling and solid waste commissions in other communities and look into the possibility of creating a new commission in Valdez.

## **V. PUBLIC BUSINESS FROM THE FLOOR**

There was no public business from the floor.

## **VI. NEW BUSINESS**

### **1. Approval of 1-year Contract Extension to X-DLX Investments, Inc. in the Amount of \$139,765.25 for Janitorial Services**

MOTION: Council Member Smith moved, seconded by Council Member Reese, to approve the 1-year Contract Extension to X-DLX Investments, Inc in the amount of \$139,765.25 for Janitorial Services. The motion carried by the following vote after the following discussion occurred.

Council Member Smith asked how the dollar amount for the X-DLX contract had been determined. Mr. Nathan Duval, Capital Facilities Director, replied the dollar figure had gone through several change orders due changes in facilities being serviced under the contract. Mr. Duval explained that from the 2016 to 2017 contract years there was a 3% increase in the contract. Mr. Duval stated in the 2018 budget, there had been no increase in the contract. The amount of \$139,765.25 was based off the 2017 budget, with additional scope due to new developments to the facilities being serviced.

Council Member Reese asked who oversees the contract. Mr. Duval responded the contract administrator was Building Maintenance Admin, Ms. Laurie Brown. Council Member Reese asked how performance on the contract was going to date. Mr. Duval stated X-DLX was in acceptable status. Mr. Duval added the contract included a provision stating negative performance observations were to result in a \$200 decrease in pay out for X-DLX, per violation. Mr. Duval explained, to date, the company had not received a violation of this kind. Mr. Duval stated that while the City will put the janitorial contracts out to bid next year, he feels it is a fair contract which is working for both parties.

Council Member Reese asked what the dollar amount on the three percent increase from 2016 to 2017 had been. Ms. Pierce stated it had been an approximate increase of \$8,000. Mr. Duval added the three percent increase was intended to cover the labor of servicing the new offices added at the Airport facility as well as servicing the Harbor restrooms a month earlier than in 2016.

Council Member Reese asked what the basis is for accountability on the contract and who was responsible for checking the company's work. Mr. Duval replied all complaints were forwarded through Ms. Brown, Building Maintenance Admin, for action. For efficiency purposes, she is the sole contact for the contract. Mr. Duval explained in the case of a contract violation, Ms. Brown presents the company with an option to either face the \$200 financial penalty or correct the issue. Council Member Reese asked if there was room in this contract to reduce costs. Mr. Duval stated the City currently provides all products used by janitorial services. Alternate products or purchasing strategies are a potential area of savings the Capital Facilities Department has been researching for the future.

**VOTE ON THE MOTION:**

Yays: 7 - Mayor Knight, Council Member Smith, Council Member Moulton, Council Member Needles, Council Member Shirrell, Council Member Fleming and Council Member Reese

**2. Approval of 1-year Contract Extension to Gulf Coast, Inc. in the Amount of \$130,089 for Janitorial Services**

MOTION: Council Member Reese moved, seconded by Council Member Smith, to approve the 1-year Contract Extension to Gulf Coast, Inc. in the amount of \$130,089 for Janitorial Services. The motion carried by the following vote after the following discussion occurred.

Ms. Pierce explained this contract amount changed from \$122,100 in 2016 to \$130,089 in 2017, which would remain the same for 2018. Mr. Duval explained this three percent increase accounted for the addition of the Baler break room to the contractor's responsibility.

Council Member Reese asked who oversees this contract. Mr. Duval replied the Ms.

Brown, Building Maintenance Admin oversees this contract in addition to the X-DLX contract. Mr. Duval explained when the City's janitorial work went to bid; the Capital Facilities Department included each City building as a line item. The choice of using multiple contractors was made to both save money and have additional selection of personnel to service areas such as the Police Department which require employees to pass background checks. Mr. Duval stated using both companies allowed for both these needs to be met.

Council Member Reese asked how Golf Coast, Inc. had performed to date. Mr. Duval replied the company was in acceptable status. Council Member Shirrell asked if Golf Coast, Inc. and X-DLX represent the City's entire janitorial services. Mr. Duval stated the two companies cover all City janitorial services. Mr. Duval explained he and Mr. Dean Day, former Capital Facilities Director, previously investigated other options for janitorial services and were unable to find a better price for value than the combination of these two contracts.

**VOTE ON THE MOTION:**

Yays: 7 - Mayor Knight, Council Member Smith, Council Member Moulton, Council Member Needles, Council Member Shirrell, Council Member Fleming and Council Member Reese

**3. Approval of a Professional Services Agreement with RSA Engineering Inc. for VCT Electrical Repairs in the Amount of \$81,515.00**

MOTION: Council Member Smith moved, seconded by Council Member Shirrell, to approve the Professional Services Agreement with RSA Engineering Inc. for VCT Electrical Repairs in the amount of \$81,515.00. The motion carried by the following vote after the following discussion occurred.

Council Member Shirrell stated after reading through the agenda item documents, he interprets there will be additional costs for this project. He asked what those costs will be and how much additional funding will be necessary to complete the project. Mr. Duval responded the cost of the design phase will be \$81,515. Once design is complete, cost of actual repairs, construction, and project implementation will be an additional expense. He explained, depending on how the City proceeds with construction, any additional design expenses may be approximately 10%-15% of the initial design cost. Mr. Duval stated the basic scope of work for the overall project includes four subareas – reefer receptacles, general power distribution, lighting, and back-up generation - which could be completed all at once or in phases over several years.

Council Member Fleming asked for clarification on the purpose of the project, inquiring if changing the design of the electrical work at Valdez Container Terminal (VCT) would electrical conditions at the site safer for workers. Mr. Duval replied the project would increase safety significantly. Mayor Knight clarified the amount of \$81,515 covers the design portion of the project only, with construction estimated to begin after the peak salmon fishing season in 2018 depending on phasing of the project. Work beyond design for the project would come back to City Council for approval with associated costs.

Council Member Fleming stated he was under the impression the City had just replaced the lighting at the VCT in 2011. Mr. Duval replied the City did replace high mast lighting, masts, and fixtures. He explained the fixtures themselves are at the end of their lifespan and the City would be updating the fixtures to LED lighting. Council Member Fleming asked if there was an estimate of how much the City would save on power usage after the fixture update. Mr. Duval stated the savings estimate is 50

percent of the City's current usage.

Council Member Reese asked if this project will meet future needs as demand from the fishing industry for reefer shipping grows. Mr. Jeremy Talbott, Ports and Harbor Director, stated there is potential to bring reefers from Cordova to Valdez to ship west. Council Member Reese asked how many reefer plug-in banks are currently installed at the VCT. Mr. Talbott stated 180. He explained he is asking for an additional 180, all of which can be split. There are currently not enough to meet demand. Mr. Duval explained by adding twice as many plugs, there will four times as many receptacles since they can be split. Mr. Talbott stated this will meet the VCT future needs unless another fish processor opens up in Valdez.

VOTE ON THE MOTION:

Yays: 7 - Mayor Knight, Council Member Smith, Council Member Moulton, Council Member Needles, Council Member Shirrell, Council Member Fleming and Council Member Reese

## VII. ORDINANCES

### 1. Ordinance #17-09 - Amending the Zoning Map to Effect a Change to Parcels A, B, and C, ATS 564 from Unclassified and Public Zoning Districts to the Light Industrial Zoning District. Second Reading. Adoption.

MOTION: Council Member Moulton moved, seconded by Council Member Fleming, to approve Ordinance #17-09, amending the Zoning Map to effect a change to Parcels A, B, and C, ATS 564 from Unclassified and Public Zoning Districts to the Light Industrial Zoning District. Second Reading. Adoption. The motion carried by the following vote.

VOTE ON THE MOTION:

Yays: 7 - Mayor Knight, Council Member Smith, Council Member Moulton, Council Member Needles, Council Member Shirrell, Council Member Fleming and Council Member Reese

## VIII. REPORTS

### 1. Change Order #1 to Wolverine Supply, Inc. for the Abatement of Lead Contaminated Flooring and Tile Base in the Bathrooms in the Amount of \$26,961.14

Council Member Shirrell requested clarification on the potential of additional costs on this project. He asked if an increase in price would be contingent on how the project waste was managed and if not, what the determinant of potential increased cost would be. Mr. Duval responded additional cost would be incurred if the waste must be disposed outside of Valdez. However, based on the results of recent testing, the Capital Facilities Department determined the City landfill facility could be used, making this concern a non-issue.

Mr. Duval noted, however, there remained the possibility for approximately four more change orders on this project in the near future. Mr. Duval attributed the need for those change orders to the dynamic nature of a remodeling. As the contractor opened up the walls during the project, many issues were discovered which could not have been anticipated in advance. Mr. Duval stated as the project continues, he will have a better understanding of what work and funding will be needed to move forward.

Council Member Fleming asked what can be done to prevent increased cost and frequency of change orders in the future. He expressed concern that when the City pays contractors to provide drawings of their work, including redlines; they should be catching these types of issues in advance. Mr. Duval replied addressing this issue was largely a matter of thoroughly reviewing the project as-builts. Contractors do not have restrictions on how they run pipe or wiring, as long as the facility is operational and fits design. He explained, in most construction projects, contingencies are normally included because unknowns often are discovered and must be addressed.

Council Member Fleming asked if the City receives drawings which include detailed locations of wiring and piping. Mr. Duval stated detailed drawings are not normally submitted. Instead, the City receives a more generalized plan which includes locations of certain features in the wall. Council Member Fleming asked if the City could request more detailed information if desired. Mr. Duval replied the City could request these detailed drawings, but the contract, plans and specs are the most effective way to legally protect the City. Discovering issues is part of the normal nature of a remodel. Mr. Duval stated he feels the City must focus on strong contract language to protect the City from these issues in the future.

Council Member Reese asked if these bathrooms were originally built when the airport was built. Mr. Duval stated they are original construction, built in the early to mid-1980's. Based on the date of original construction, major remediation of things like asbestos and lead were not anticipated this project. However, when testing was done for lead in the bathroom tiles, for example, trace amounts were found and remediation became necessary.

## **IX. CITY MANAGER / CITY CLERK / CITY ATTORNEY / MAYOR REPORTS**

### **1. City Manager Report**

Ms. Pierce was Acting City Manager on the date of this Council meeting and elected to combine the City Manager's Report and the City Clerk's Report.

### **2. City Clerk Report**

Ms. Pierce explained Ms. Elke Doom, City Manager, was expected to be back in Valdez the following evening. Ms. Pierce stated there were no major issues during her time as Acting City Manager. Ms. Pierce added she was impressed with the City snow removal crew's performance during the recent snow storms.

Ms. Pierce announced Ms. Allie Ferko, Deputy City Clerk, would begin telecommuting at the end of the week before starting maternity leave. Ms. Ferko would be delegating certain duties to other Clerks Office staff in her absence and working part time as needed during maternity leave.

Ms. Pierce stated there would be two new ordinances on the next City Council agenda, an animal control ordinance and a purchasing ordinance. Ms. Pierce also reminded Council of the dates of upcoming January work sessions.

Council Member Shirrell expressed interest in maximizing productivity at Council work sessions and requested feedback from other Council members on how to accomplish this goal. Mayor Knight responded she feels having more information well in advance of work sessions is the most effective way to have more productive meetings. Ms. Pierce agreed to work with the City Manager and City staff to provide more comprehensive agenda content prior to work sessions.

### 3. City Attorney Report

Mr. Guerriero stated his firm is finalizing a memorandum for the Alaska Department of Revenue (DOR) regarding the applicability of the primary use taxability standard on escaped property. Mr. Guerriero explained after the DOR has an opportunity to review and respond to the City's position, his firm will meet with the DOR to determine common ground. Mr. Guerriero stated the results of this meeting are intended to inform his firm's recommendation to City Council on the matter. Mayor Knight asked Mr. Guerriero to provide timing for this process to City Council as soon as possible.

Mr. Guerriero stated his firm is also working to complete a final version of a comprehensive request for a formal opinion from the Alaska state tax assessor on a supplemental assessment tax cap issue. Mr. Guerriero said the goal is to resolve the tax cap issue for future years.

Finally, Mr. Guerriero stated his firm is working collaboratively with aligned parties to address the request for an adjudication hearing regarding recent changes to the C-Plan to ensure the Duck Flats and Solomon Gulch Hatchery are adequately protected in the event of an oil spill. Mr. Guerriero stated the goal is to engineer a change to a decision that was not made in the best interest of the City or other stakeholders. Most recently, the Alaska Department of Environmental Conservation (ADEC) Commissioner granted a stay on the changes to the C-Plan. Reversion to the previous protection requirements is in place until an outcome to the hearing request is determined.

Council Member Moulton asked the Mr. Guerriero how the expenses for this case will be tracked. Mr. Guerriero replied the cost for the case will be billed monthly. Mayor Knight added there is a real possibility of overturning the decision without a hearing. This would be the most cost effective and efficient option, but it is too early to determine if that will be the case. Mayor Knight stated Ms. Donna Schantz, Executive Director of the Prince William Sound Regional Citizens Advisory Council, invited her to participate in an upcoming teleconference with Governor Bill Walker on the topic. She explained there may be other avenues to effect the needed change at ADEC without lengthy legal action.

Ms. Pierce stated she asked Brena, Bell, and Clarkson for a worst case estimate for legal fees if the issue needed to go to hearing. Ms. Pierce explained this case has multiple entities involved and the City should not be required to pay all legal costs involved. She stated she would provide the legal fees estimate to City Council. Council Member Shirrell stated he requests the City Council be briefed in Executive Session prior to acceptance of any legal strategy or proposed legal action related to the ADEC adjudication hearing or changes to the C-Plan. Several Council Members and the Mayor concurred with this request.

### 4. City Mayor Report

Mayor Knight briefly reviewed her submitted written report. She stated she was pleased to announce the holidays had been a quiet two weeks. She expressed appreciation for the snow over the Christmas holiday.

## X. COUNCIL BUSINESS FROM THE FLOOR

Several Council Members expressed they hoped the Valdez community had a Merry Christmas and Happy New Year. Council Member Fleming wished the girls and boys

basketball teams good luck on their upcoming games.

**XI. ADJOURNMENT**

There being no further business, Mayor Knight adjourned the meeting at 8:20 p.m.

DRAFT



## Legislation Text

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**File #:** 18-0027, **Version:** 1

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**ITEM TITLE:**

Approval of Beverage Dispensary License Renewal - Landing Lights LLC, dba Puddle Jumpers Saloon

**SUBMITTED BY:** Sheri L. Pierce, MMC, City Clerk

**FISCAL NOTES:**

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

**RECOMMENDATION:**

Administration has no objection to renewal of this license.

**SUMMARY STATEMENT:**

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

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



January 8, 2018

City of Valdez  
Attn: Sheri Pierce, MMC  
Via Email: [spierce@ci.valdez.ak.us](mailto:spierce@ci.valdez.ak.us)

**Re: Notice of 2018/2019 Liquor License Renewal Application**

<b>License Type:</b>	Beverage Dispensary – Tourism	<b>License Number:</b>	3461
<b>Licensee:</b>	Landing Lights LLC		
<b>Doing Business As:</b>	Puddle Jumpers Saloon		

We have received a completed renewal application for the above listed license (see attached application documents) within your jurisdiction. This is the notice required under AS 04.11.480.

A local governing body may protest the approval of an application(s) pursuant to AS 04.11.480 by furnishing the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of receipt of this notice, and by allowing the applicant a reasonable opportunity to defend the application before a meeting of the local governing body, as required by 3 AAC 304.145(d). If a protest is filed, the board will deny the application unless the board finds that the protest is arbitrary, capricious, and unreasonable.

To protest the application referenced above, please submit your written protest within 60 days, and show proof of service upon the applicant and proof that the applicant has had a reasonable opportunity to defend the application before a meeting of the local governing body.

Sincerely,

Erika McConnell, Director  
[amco.localgovernmentonly@alaska.gov](mailto:amco.localgovernmentonly@alaska.gov)



Alcohol and Marijuana Control Office  
550 W 7<sup>th</sup> Avenue, Suite 1600  
Anchorage, AK 99501  
[alcohol.licensing@alaska.gov](mailto:alcohol.licensing@alaska.gov)  
<https://www.commerce.alaska.gov/web/amco>  
Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

Beverage Dispensary – Tourism License

**Form AB-17d: 2018/2019 Renewal License Application**

**What is this form?**

This renewal license application form is required for all individuals or entities seeking to apply for renewal of an existing beverage dispensary – tourism liquor license that will expire on December 31, 2017. All fields of this form must be complete and correct, or the application will be returned to you in the manner in which it was received, per AS 04.11.270 and 3 AAC 304.105. The Community Council field only should be verified/completed by licensees whose establishments are located within the Municipality of Anchorage or outside of city limits within the Matanuska-Susitna Borough.

**This form must be completed correctly and submitted to the Alcohol & Marijuana Control Office (AMCO)'s main office, along with all other required documents and fees, before any renewal license application will be considered complete.**

**Section 1 – Establishment and Contact Information**

Enter information for the business seeking to have its license renewed. If any populated information is incorrect, please contact AMCO.

Licensee:	Landing Lights LLC	License #:	3461
License Type:	Beverage Dispensary - Tourism	Statute:	AS 04.11.400(d)
Doing Business As:	Puddle Jumpers Saloon		
Premises Address:	Valdez Airport Terminal		
Local Governing Body:	City of Valdez		
Community Council:	None		

Mailing Address:	Box 1999				
City:	Valdez	State:	AK	ZIP:	99686

Enter information for the individual who will be designated as the primary point of contact regarding this application. This individual must be a licensee who is required to be listed in and authorized to sign this application.

Point of Contact:	Karen Ablos		
Contact Phone:	907 831 0274	Business Phone:	907 835 2001
Contact Email:	ablos@cvinternet.net		

Seasonal License?  Yes  No **If "Yes", write your six-month operating period: \_\_\_\_\_**





Alcohol and Marijuana Control Office  
550 W 7<sup>th</sup> Avenue, Suite 1600  
Anchorage, AK 99501  
[alcohol.licensing@alaska.gov](mailto:alcohol.licensing@alaska.gov)  
<https://www.commerce.alaska.gov/web/amco>  
Phone: 907.269.0350

**Alaska Alcoholic Beverage Control Board**  
**Beverage Dispensary – Tourism License**  
**Form AB-17d: 2018/2019 Renewal License Application**

**Section 2 – Authorization**

**Communication with AMCO staff:** Yes      No

Does any person other than a licensee named in this application have authority to discuss this license with AMCO staff?      

If "Yes", disclose the name of the individual and the reason for this authorization:

**Section 3 – Sole Proprietor Ownership Information**

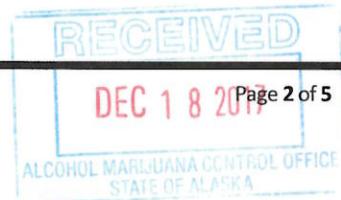
This section must be completed by any sole proprietorship who is applying for license renewal. Entities should skip to Section 4. If more space is needed, please attach a separate sheet with the required information. The following information must be completed for each licensee and each affiliate (spouse).

This individual is an:  applicant       affiliate

<b>Name:</b>					
<b>Mailing Address:</b>					
<b>City:</b>		<b>State:</b>		<b>ZIP:</b>	
<b>Email:</b>					
<b>Contact Phone:</b>					

This individual is an:  applicant       affiliate

<b>Name:</b>					
<b>Mailing Address:</b>					
<b>City:</b>		<b>State:</b>		<b>ZIP:</b>	
<b>Email:</b>					
<b>Contact Phone:</b>					





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550 W 7<sup>th</sup> Avenue, Suite 1600  
Anchorage, AK 99501  
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Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board  
Beverage Dispensary – Tourism License  
Form AB-17d: 2018/2019 Renewal License Application

**Section 4 – Entity Ownership Information**

This subsection must be completed by any licensee that is a corporation or LLC. Corporations and LLCs are required to be in good standing with the Alaska Division of Corporations, Business & Professional Licensing (CBPL). You may view your entity's status or find your CBPL entity number by using the following site: <https://www.commerce.alaska.gov/cbp/main/search/entities>  
Partnerships may skip to the second half of this page. Sole proprietorships should skip to Section 5.

Alaska CBPL Entity #:	66998D
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You must ensure that you are able to certify the following statement before signing your initials in the box to the right: Initials

I certify that this entity is in good standing with CBPL and that all current entity officials and stakeholders (listed below) are also currently and accurately listed with CBPL.

This subsection must be completed by any community or entity, including a corporation, limited liability company, partnership, or limited partnership, that is applying for renewal. If more space is needed, please attach additional completed copies of this page.

- If the applicant is a corporation, the following information must be completed for each *stockholder who owns 10% or more* of the stock in the corporation, and for each *president, vice-president, secretary, and managing officer*.
- If the applicant is a limited liability organization, the following information must be completed for each *member with an ownership interest of 10% or more*, and for each *manager*.
- If the applicant is a partnership, including a limited partnership, the following information must be completed for each *partner with an interest of 10% or more*, and for each *general partner*.

Entity Official Name:	Karen Ablos				
Title(s):	manager/member	Phone:	907 831 0274	% Owned:	100
Mailing Address:	Box 1999				
City:	Valdez	State:	AK	ZIP:	99686

Entity Official Name:					
Title(s):		Phone:		% Owned:	
Mailing Address:					
City:		State:		ZIP:	

Entity Official Name:					
Title(s):		Phone:		% Owned:	
Mailing Address:					
City:		State:		ZIP:	





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**Alaska Alcoholic Beverage Control Board**  
**Beverage Dispensary – Tourism License**  
**Form AB-17d: 2018/2019 Renewal License Application**

**Section 5 – License Operation**

Check a single box for each calendar year that best describes how this liquor license was operated:	2016	2017
The license was regularly operated continuously throughout each year, for 8 or more hours each day.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
The license was regularly operated during a specific season each year, for 8 or more hours each day.	<input type="checkbox"/>	<input type="checkbox"/>
The license was only operated to meet the minimum requirement of 30 days each year, 8 hours each day. <i>If this box is checked, a complete copy of Form AB-30: Proof of Minimum Operation Checklist, and all necessary documentation must be provided with this application.</i>	<input type="checkbox"/>	<input type="checkbox"/>
The license was not operated at all or was not operated for at least the minimum requirement of 30 days each year, 8 hours each day, during one or both of the calendar years. <i>If this box is checked, a complete copy of Form AB-29: Waiver of Operation Application and corresponding fees must be submitted with this application for each calendar year during which the license was not operated for at least the minimum requirement.</i>	<input type="checkbox"/>	<input type="checkbox"/>

**Section 6 – Violations and Convictions**

Applicant violations and convictions in calendar years 2016 and 2017:	Yes	No
Have any notices of violation (NOVs) been issued to this licensee in the calendar years 2016 or 2017?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Has any person or entity named in this application been convicted of a violation of Title 04, of 3 AAC 304, or a local ordinance adopted under AS 04.21.010 in the calendar years 2016 or 2017?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If "Yes" to either of the previous two questions, attach a separate page to this application listing all NOVs and/or convictions.

**Section 7 – Alcohol Server Education**

Read the line below, and then sign your initials in the box to the right of the statement: \_\_\_\_\_ Initials

I certify that all licensees, agents, and employees who sell or serve alcoholic beverages or check identification of a patron have completed an alcohol server education course approved by the ABC Board and keep current, valid copies of their course completion cards on the licensed premises during all working hours, as required under AS 04.21.025 and 3 AAC 304.465.





Alcohol and Marijuana Control Office  
550 W 7<sup>th</sup> Avenue, Suite 1600  
Anchorage, AK 99501  
alcohol.licensing@alaska.gov  
<https://www.commerce.alaska.gov/web/amco>  
Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

Beverage Dispensary – Tourism License

Form AB-17d: 2018/2019 Renewal License Application

Section 8 – Certifications

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

I certify that all current licensees (as defined in AS 04.11.260) and affiliates have been listed on this application.

*KA*

I certify that in accordance with AS 04.11.450, no one other than the licensee(s) has a direct or indirect financial interest in the licensed business.

*KA*

I certify that I have not altered the functional floor plan or reduced or expanded the area of the licensed premises, and I have not changed the business name or the ownership (including officers, managers, general partners, or stakeholders) from what is currently on file with the Alcoholic Beverage Control Board.

*KA*

I certify on behalf of myself or of the organized entity that I understand that providing a false statement on this form or any other form provided by AMCO is grounds for rejection or denial of this application or revocation of any license issued.

*KA*

I am submitting as part of this application a written statement that meets the attached Tourism Statement Guidelines, for review by the Alcoholic Beverage Control Board.

*KA*

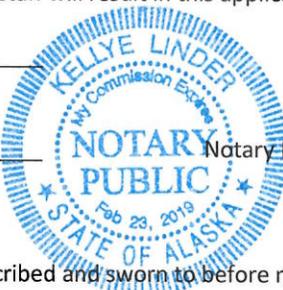
As an applicant for a liquor license renewal, I declare under penalty of perjury that I have read and am familiar with AS 04 and 3 AAC 304, and that this application, including all accompanying schedules and statements, is true, correct, and complete. I agree to provide all information required by the Alcoholic Beverage Control Board in support of this application and understand that failure to do so by any deadline given to me by AMCO staff will result in this application being returned to me as incomplete.

*Karen Ables*

Signature of licensee

*Karen Ables*

Printed name of licensee



*Kellye Linder*

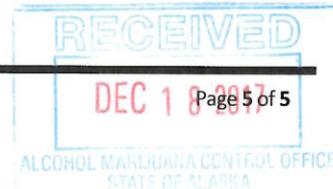
Signature of Notary Public

Notary Public in and for the State of Alaska

My commission expires Feb 23, 2019

Subscribed and sworn to before me this 28 day of November, 20 17.

License Fee:	\$ 2500.00	Application Fee:	\$ 200.00	TOTAL:	\$ 2700.00
Late Fee of \$500.00 – if received or postmarked after 01/02/2018:					
Miscellaneous Fees:					
GRAND TOTAL (if different than TOTAL):					





## Legislation Text

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**File #:** 18-0028, **Version:** 1

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**ITEM TITLE:**

Approval to Go Into Executive Session Regarding Pending Litigation Strategy

**SUBMITTED BY:** Sheri Pierce, MMC, City Clerk

**FISCAL NOTES:**

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

**RECOMMENDATION:**

Approve going into Executive Session regarding pending litigation strategy

**SUMMARY STATEMENT:**

The purpose of the executive session is to discuss with the city attorney legal strategy concerning active or pending litigation.

AS 44.62.310(c) provides that the subject qualifies for executive session regarding attorney client communications.



## Legislation Text

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**File #:** 18-0029, **Version:** 1

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**ITEM TITLE:**

Approval of Professional Services Agreement with Parker, Smith, Feek for Employee Benefits Consulting Services in the amount of \$55,000.

**SUBMITTED BY:** Brian Carlson, Finance Director

**FISCAL NOTES:**

Expenditure Required: \$55,000

Unencumbered Balance: n/a

Funding Source: pro-rated by department in *Benefits* cost code, 41300

**RECOMMENDATION:**

Approve Professional Services Agreement with Parker, Smith, Feek for Employee Benefits Consulting Services in the amount of \$55,000.

**SUMMARY STATEMENT:**

- This contract reflects the award to one of two respondents to a recently published RFP. Please see the attached staff report from the December 19, 2017 Council meeting for additional background.
- The broker contract reflects a \$17K increase over the incumbent broker's proposal. While this fee is above budgeted 2018 figure, it is a component of a \$5MM plan, and staff anticipates that the plan renewal will contain efficiencies to more than offset this increased broker/consultant fee.
- The Health Plan renews on April 1, 2018. Staff will present renewal figures to Council in March, and will keep participants and stakeholders apprised via the *health insurance review committee* in the weeks leading up to the renewal proposal.
- Contract costs are pro-rated to each department's *Benefits* line item, which are then remitted via payroll process to the City's Health Insurance Fund. For this reason, the ***unencumbered balance*** and ***funding source*** information is not specified in the agenda statement.
- The Health Insurance Fund has an unencumbered balance of approximately \$3.5MM.
- The contract and appendices have been reviewed by the City Attorney and are approved as to form.

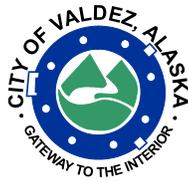
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**File #:** 18-0029, **Version:** 1

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Attachments: *Health Insurance Broker-Consultant PSF PSA FINAL*

*Staff Report 12-19-2017*



**City of Valdez  
Agreement for Professional Services**

THIS AGREEMENT (“Agreement”) between the CITY OF VALDEZ, ALASKA, (“City”), VALDEZ CITY SCHOOL DISTRICT (“City Schools”) and PARKER, SMITH AND FEEK, INC., an Alaska corporation (“Consultant”) effective on the 1<sup>st</sup> day of February, 2018.

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

**Project: Health Insurance Broker/Consultant  
Project No: n/a  
Contract No.: 1349  
Cost Code: n/a**

Consultant’s project manager under this Agreement is Brian Carlson.

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

City’s project manager is Brian Carlson.

City Schools’ project manager is Amber Cockerham.

**ARTICLE 1. Scope of Work**

1.1 The scope of work to be performed hereunder is more completely described in the Consulting Agreement attached hereto as Appendix A and incorporated herein by reference.

**ARTICLE 2. Compensation**

2.1 Compensation shall be paid in accordance with the Consulting Agreement attached hereto as Appendix A and incorporated herein by reference.

**ARTICLE 3. Period of Performance**

3.1 The period of performance under this Agreement shall be in accordance with the Consulting Agreement attached hereto as Appendix A and incorporated herein by reference.

**Agreement for Professional Services**  
**Project: Health Insurance Broker/Consultant**  
**Project No. n/a**  
**Contract No. 1349**  
**Cost Code: n/a**

ARTICLE 4. Subconsultants

4.1 The Consultant shall be responsible for the performance of all services required under this Agreement, except as may otherwise be agreed to in writing between the parties.

ARTICLE 5. Insurance

5.1 Consultant shall maintain the following minimum limits of insurance coverage during the term of this Agreement:

<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	\$100,000	\$300,000
Comprehensive Automobile Liability	\$100,000	\$300,000
Professional Liability	\$500,000	\$500,000

ARTICLE 6. Appendices

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

<u>Appendix</u>	<u>Title</u>
A	Consulting Agreement
B	General Conditions

ARTICLE 7. Miscellaneous

7.1 To the extent that the provisions of the Consulting Agreement attached hereto as Appendix A are inconsistent with any other part of this Agreement, the conflicting other part of this Agreement shall control.

Agreement for Professional Services  
Project: Health Insurance Broker/Consultant  
Project No. n/a  
Contract No. 1349  
Cost Code: n/a

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

**PARKER, SMITH AND FEEK, INC.**

**CITY OF VALDEZ, ALASKA**

BY: \_\_\_\_\_

\_\_\_\_\_  
Ruth E. Knight, Mayor

DATE: \_\_\_\_\_

Date: \_\_\_\_\_

TITLE: \_\_\_\_\_

**ATTEST:**

FEDERAL ID #: \_\_\_\_\_

\_\_\_\_\_  
Sheri L. Pierce, MMC, City Clerk

Date: \_\_\_\_\_

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Elke Doom, City Manager

\_\_\_\_\_  
City, State, Zip Code

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Company Secretary or Attest

**RECOMMENDED:**

\_\_\_\_\_  
Brian Carlson, Finance Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**VALDEZ CITY SCHOOL DISTRICT**

**APPROVED AS TO FORM:**

Brena, Bell & Clarkson, P.C.  
Attorneys for City of Valdez

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_

\_\_\_\_\_  
Anthony S. Guerriero

Date: \_\_\_\_\_

# CONSULTING AGREEMENT



PARKER | SMITH | FEEK

This Consulting Agreement (this "Agreement") is made on this 16<sup>th</sup> day of January, 2018, by and between Parker, Smith and Feek, Inc., an Alaska corporation ("PS&F"), the City of Valdez and the Valdez City School District (collectively "CITY AND CITY SCHOOLS" or "Client").

CITY AND CITY SCHOOLS wish to enter into an employee benefits consulting relationship with PS&F with the terms and conditions set forth in this Agreement, and PS&F is willing to accept such a consulting relationship.

In consideration of the fee compensation outlined in **Exhibit 2**, and the terms and conditions contained in this Agreement, CITY AND CITY SCHOOLS and PS&F agree as follows:

**1. Engagement**

CITY AND CITY SCHOOLS engage PS&F as its employee benefits consultant as stated in this Agreement and PS&F accepts this engagement. During the time that PS&F is performing services for CITY AND CITY SCHOOLS under this Agreement, and for all purposes outlined in this document, PS&F's status will be that of an independent contractor of CITY AND CITY SCHOOLS.

**2. Term and Termination**

The Effective Date of this Agreement is February 1, 2018; the term of PS&F's engagement under this Agreement (the "Consulting Period") will begin as of the Effective Date and will remain in effect until a mutually agreed update by both parties. Either party may terminate this Agreement by giving the other party at least thirty (30) days written notice of its intent to terminate.

**3. Scope of Services**

PS&F will provide employee benefits consulting services to CITY AND CITY SCHOOLS and consult with its employees, representatives, agents and contractors as to such matters as more fully described in **Exhibit 1** attached to this Agreement and incorporated herein. PS&F will perform other services as mutually agreed to in writing by CITY AND CITY SCHOOLS and PS&F.

PS&F warrants that they will provide adequate staffing with individuals who are qualified to perform the scope of services outlined in **Exhibit 1**. Changes to Client consulting team will not be made without mutual agreement between Client and PS&F.

**4. Performance and Scope**

(a) PS&F Not a Fiduciary under ERISA. To the extent that any of CITY AND CITY SCHOOLS's employee benefit plans are subject to the Employee Retirement Income Security Act, (ERISA), or similar state or federal legislation, as amended and in spite of any other provision of this Agreement to the contrary, the parties agree and acknowledge that:

- (i) PS&F's services under this Agreement are not intended in any way to impose on PS&F or any of its affiliates a fiduciary status under the

# CONSULTING AGREEMENT



PARKER | SMITH | FEEK

Employee Retirement Income Security Act of 1974, as amended (“ERISA”); and

- (ii) this Agreement does not provide PS&F, and CITY AND CITY SCHOOLS will not cause or permit PS&F to assume, without prior written consent of PS&F, any:
  - (A) discretionary authority or discretionary control respecting management of any “employee benefit plan” within the meaning of Section 3(3) of ERISA (an “ERISA Plan”),
  - (B) authority or control respecting management or disposition of the assets of any ERISA Plan, or
  - (C) discretionary authority or discretionary responsibility in the administration of any ERISA Plan.
- (b) Reliance. In the performance of its duties, PS&F may rely upon, and will have no obligation to independently verify the accuracy, completeness, or authenticity of, any written instructions or information provided to PS&F by CITY AND CITY SCHOOLS or its designated representatives and reasonably believed by PS&F to be genuine and authorized by CITY AND CITY SCHOOLS.
- (c) No Practice of Law. PS&F will not be obligated to perform, and CITY AND CITY SCHOOLS will not request performance of, any services which may constitute unauthorized practice of law. CITY AND CITY SCHOOLS will be solely responsible for obtaining any legal advice, review or opinion as may be necessary to ensure that its own conduct and operations, including the engagement of PS&F under the scope and terms as provided herein, conform in all respects with applicable State and Federal laws and regulations (including ERISA, the Internal Revenue Code, State and securities laws and implementing regulations) and, to the extent that CITY AND CITY SCHOOLS have foreign operations, any applicable foreign laws and regulations.
- (d) Subcontractors. PS&F may cause another person or entity, as a subcontractor of PS&F, to provide some or all of the services required to be performed by PS&F hereunder. If subcontractors are used, PS&F will disclose to CITY AND CITY SCHOOLS, in writing the nature of PS&F’s relationship with the subcontractor.
- (e) Conflict of Interest. PS&F’s engagement under this Agreement will not prevent it from taking similar engagements with others who may be competitors of CITY AND CITY SCHOOLS. PS&F will, nevertheless, exercise care and diligence to prevent any actions or conditions which could result in a conflict with CITY AND CITY SCHOOLS’s best interest.
- (f) Acknowledgements. In connection with PS&F’s services under this Agreement, CITY AND CITY SCHOOLS agrees that:

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PARKER | SMITH | FEEK

- (i) Although PS&F will apply its professional judgment to access those insurance companies it believes are best suited to insure CITY AND CITY SCHOOLS's risks, there can be no assurance that the insurance companies PS&F has accessed are the only or are the best suited ones to insure CITY AND CITY SCHOOLS's risks.
- (ii) The final decision to choose any insurance company has been made by CITY AND CITY SCHOOLS in their sole and absolute discretion. CITY AND CITY SCHOOLS understand and agree that PS&F does not take risk, and that PS&F does not guarantee the financial solvency or security of any insurance company.
- (iii) The compensation payable to PS&F is solely for the services set forth under this Agreement, including Exhibit 1.
- (iv) CITY AND CITY SCHOOLS is responsible for immediate payment of PS&F's fees and payment of premiums for all insurance placed by PS&F on CITY AND CITY SCHOOLS's behalf. If any amount is not paid in full when due, including premium payments to insurance companies, that nonpayment will constitute a material breach of this Agreement that will allow PS&F to immediately terminate this Agreement, at its option, without notice to CITY AND CITY SCHOOLS, and may allow an insurance company for CITY AND CITY SCHOOLS's risks to cancel any applicable policies in accordance with the terms of such policies.

## 5. Confidentiality

- (a) CITY AND CITY SCHOOLS Information. PS&F recognizes that certain confidential information may be furnished by CITY AND CITY SCHOOLS to PS&F in connection with its services pursuant to this Agreement ("Confidential Information"). PS&F agrees that it will disclose Confidential Information only to those who, in PS&F's reasonable determination, have a need to know such information. Confidential Information will not include information that (i) is or becomes publicly available other than as a result of a breach of this Agreement by PS&F, or (ii) is or can be independently acquired or developed by PS&F without violating any of its obligations under this Agreement. However, disclosure by PS&F of any Confidential Information pursuant to the terms of a valid and effective subpoena or order issued by a court of competent jurisdiction, judicial or administrative agency or by a legislative body or committee will not constitute a violation of this Agreement.
- (b) HIPAA Privacy. In spite of Sections 5(a) above, PS&F and CITY AND CITY SCHOOLS will each comply with any prohibitions, restrictions, limitations, conditions, or other requirements to the extent they apply to them directly or indirectly pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulation concerning privacy of individually identifiable health information as set forth in 45 CFR Parts 160-

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164, as amended from time to time. As required under HIPAA, Client and PS&F will enter into a separate Business Associate Agreement.

- (c) Use of Names; Public Announcements. No party will use, in any commercial manner, the names, logos, trademarks or other intellectual property of the other party without its prior written consent. Except as may be required by law, no party will issue any press releases or make any public announcements of any kind regarding the relationship between the parties without the other party's prior consent.

## 6. Notices

Any notices, requests and other communications pursuant to this Agreement will be in writing and will be deemed to have been duly given, if delivered in person or by courier, telegraphed, by facsimile transmission or by electronic transmission (e-mail) (provided that the sender received electronic confirmation of receipt by recipient) or sent by express, registered or certified mail, postage prepaid, FEDEX, or UPS addressed as follows:

### **If to CITY:**

Brian Carlson, Finance Director  
City of Valdez, AK  
PO Box 307  
212 Chenega St.  
Valdez, AK 99686  
[BCarlson@ci.valdez.ak.us](mailto:BCarlson@ci.valdez.ak.us)  
office: 907-834-3461

### **If to CITY SCHOOLS:**

Amber Cockerham  
Director of Business Services  
Valdez City School District  
PO Box 398, 1112 W Klutina  
Valdez, AK 99686  
(907) 834-4700 (work)  
(907) 835-4964 (fax)

### **If to PS&F:**

Parker, Smith & Feek, Inc.  
3800 Centerpoint Drive, Suite 601  
Anchorage, AK 99503  
Phone: 907-562-2225  
Consultant: Colleen Savoie  
Consultant email: [cmsavoie@psfinc.com](mailto:cmsavoie@psfinc.com)

Either party may, by written notice to the other, change the address to which notices to such party are to be delivered or mailed.

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## 8. *Miscellaneous*

- (a) Severability. The various provisions and sub-provisions of this Agreement are severable and if any provision or sub-provision or part thereof is held to be unenforceable by any court of competent jurisdiction, then such enforceability will not affect the validity or enforceability of the remaining provisions or sub-provisions or parts thereof in this Agreement.
- (b) Entire Agreement; Amendment. This Agreement, including all exhibits hereto, constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether oral or written, between the parties regarding the subject matter hereof. This Agreement may be modified or amended only by a written instrument executed by both parties.
- (c) Governing Law; Rule of Construction. This Agreement will be construed, interpreted and enforced in accordance with the laws of the State of Alaska without giving effect to the choice of law principles thereof or any canon, custom or rule of law requiring construction against the drafter.
- (d) Successors. This Agreement shall be binding upon and shall inure to the benefit of all assigns, transferees and successors in the interest of the parties hereto.
- (e) Counterparts. This Agreement may be executed by the parties in several counterparts, each of which shall be deemed to be an original copy.
- (f) Survival of Provisions. Sections 5 and 6 will survive the termination of this Agreement.

# CONSULTING AGREEMENT



PARKER | SMITH | FEEK

IN WITNESS WHEREOF, the parties hereto have caused this Consulting Agreement to be duly executed on the date first written above.

## CITY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## CITY SCHOOLS

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## Parker, Smith & Feek, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



## Exhibit 1 Scope of Services

### Strategic Planning

- Assist in defining and prioritizing strategic health & welfare plan objectives
- Assist in the evaluation of internal technical capabilities to determine increased/improved applications for administrative processes
- Identify underperforming vendor relationship
- Assess carrier/vendor customer service levels
- Develop project action timelines
- Periodic review of employee demographics

### Financial Analysis

- Perform financial review and analysis of experience reports
- Assess current funding arrangements for appropriateness and make recommendations as needed
- Evaluate current costs of benefits versus effectiveness of plan design
- Review managed care expense and administrative service fees (where applicable)
- Analyze utilization data and cost containment results of medical management
- Forecast projected benefit costs
- Evaluate excess loss coverage
- Prepare experience reviews as directed
- Assist in developing appropriate contributions levels
- Perform trend analysis from available diagnostic and normative data

### Renewal

- Analyze and negotiate renewals with vendors
- Review vendor renewal methodology, experience data, and assumptions for accuracy and logic
- Compare vendor renewal with projections
- Develop and present alternative plan designs and provisions with associated financial and member impact analysis
- Finalize program design, rates, and fees

### Marketing

- Develop plan specification based on feedback from strategic planning meeting
- Jointly determine list of vendors best suited to meet plan goals and objectives
- Develop vendor performance guarantees with monetary penalties as necessary
- Assist in the review of current electronic data transfer processes with vendors
- Perform pre-marketing evaluation of census data and administrative needs
- Evaluate carrier client support services
- Evaluate vendor financial ratings and accreditation
- Review provider network accessibility/employee match

# CONSULTING AGREEMENT



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- Perform critical analysis and comparison of plan features and costs
- Assist in conducting finalist negotiations
- Prepare and submit a summary report with recommendations to management
- Assist in the notification of all bidders as to the final outcome

## Annual Enrollment

- Assist in the planning of employee meetings
- Provide guidance on delivering a comprehensive communication strategy
- Introduce workable technology solutions for communications and enrollment where appropriate
- Coordinate vendor sponsored communication material

## Compliance

- Provide legislative updates as needed
- Review plan documents and summary plan descriptions for regulatory compliance from a non-legal perspective (client would need to retain legal advice)

## Account Management Services

- Serve as a liaison between the client and all insurance companies/vendors
- Monitor administrative process and assist in the smooth resolution of elevated issues
- Act as an employee/employer advocate in the resolution of ongoing claims issues
- Set and monitor vendor goals and performance and performance and report findings at quarterly meetings
- Review plan performance as directed
- Review and provide guidance on diagnostic data
- Identify and monitor potential catastrophic claims
- Review large claims management activity
- Review network utilization

# CONSULTING AGREEMENT



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## ***Exhibit 2 Fee Compensation***

Subject to any changes in services that may be mutually agreed to by both parties, Parker, Smith and Feek, Inc. will receive an annual compensation fee of \$55,000 per year, or \$4,853.33 per month for its services under this agreement. The fee will increase by 3% per year.

Our compensation includes travel expenses for two trips to Valdez, Alaska each year. Expenses incurred for additional travel at your request will be billed to you separately.

Our Fee or the commissions we are entitled to receive may be adjusted over time or revised if you request a change in the coverages and/or services during the Term of this agreement. Any change in coverages, services or compensation must be documented via written agreement.

## Appendix B General Conditions

### I. Definitions:

Basic Services: The identified work elements set forth in the Consulting Agreement attached hereto as Appendix A and incorporated herein by reference, 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 and City Schools have 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 and City Schools does not warrant their accuracy or quality nor provide approval of omissions or oversights or of any non-compliance with applicable regulation.

**Agreement for Professional Services**  
**Project: Health Insurance Broker/Consultant**  
**Project No. n/a**  
**Contract No. 1349**  
**Cost Code: n/a**

The City and City Schools may, at their 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 and City Schools 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 and City Schools 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 and City Schools 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 employ or engaged by Consultant or Subconsultant under this Agreement. The Consultant is not required to indemnify, defend, or hold harmless the City and City Schools for a claim of, or liability for the independent negligent acts, errors, and omissions of the City or City Schools. If there is a claim of, or liability for a joint negligent act, error, or omission of the Consultant, City Schools and/or the City, the indemnification, defense, and hold harmless obligation of this provision shall be apportioned on a comparative fault basis. In this provision, "Consultant", "City Schools" 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 or the City Schools' selection, administration, monitoring, or controlling of the Consultant, or in approving or accepting the Consultant's work.

IV. Insurance:

The Consultant shall purchase and maintain professional liability insurance coverage with limits not less than those specified herein 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.

**Agreement for Professional Services**  
**Project: Health Insurance Broker/Consultant**  
**Project No. n/a**  
**Contract No. 1349**  
**Cost Code: n/a**

V. Payments:

Payments shall be made in accordance with the Consulting Agreement attached hereto as Appendix A and incorporated herein by reference.

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

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.

VI. Changes:

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

If at any time the City and City Schools through their 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 and City Schools 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 and City Schools 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, subject to HIPAA privacy and security rules, the City of 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, City Schools 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.

**Agreement for Professional Services**  
**Project: Health Insurance Broker/Consultant**  
**Project No. n/a**  
**Contract No. 1349**  
**Cost Code: n/a**  
VIII. Inspections:

The City, City Schools 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 thirty (30) 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 or City Schools terminates this Agreement, the City and City Schools will pay the Consultant a sum equal to the percentage of work completed that can be substantiated by the Consultant, and City Schools and the City. If the City and City Schools becomes aware of any fault or defect in the work of the Consultant or nonconformance with this Agreement, the City or City Schools will give prompt written notice thereof to the consultant. Should the Consultant's services remain in nonconformance to this Agreement, the percentage of total compensation attributable to the nonconforming work may be withheld.

The City and City Schools at any time may terminate (convenience termination) or suspend this Agreement for its own needs or convenience, by giving Consultant at least thirty (30) days written notice of same

If state or federal funds support this Agreement, settlement in the event of default or convenience termination must be approved by the City, City Schools 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 or City Schools in the performance of the Agreement.

**Agreement for Professional Services**  
**Project: Health Insurance Broker/Consultant**  
**Project No. n/a**  
**Contract No. 1349**  
**Cost Code: n/a**

XII. Ownership of Work Products:

Work products produced under this Agreement, except items which have preexisting copyrights, are the property of the City and City Schools. 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 or City Schools might make of these work products shall be at the City's and City Schools' own risk and the Consultant shall not incur any liability for the City's or City Schools' re-use of the work products on any project for which they were not intended.

XIII. Subconsultants, Successors and Assigns:

The City and City Schools 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 and City Schools in writing the names of the proposed Subconsultants for each of the principal portions of the work. The City and City Schools shall promptly notify the Consultant if it has reasonable objection to any of the propose Subconsultants. Failure of the City and City Schools to give prompt notification shall constitute notice of no reasonable objection. The Consultant shall not contract with any Subconsultant to whom the City or City Schools 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 and City Schools.

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 and City Schools with respect to all covenants of this Agreement.

The Consultant shall include provisions appropriate to effectuate the purposes of this Appendix B in all subcontracts executed to perform services under this Agreement which subcontract amount exceed \$50,000.

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 and City Schools' Project Managers. If the matter cannot be resolved within seven (7)

**Agreement for Professional Services**  
**Project: Health Insurance Broker/Consultant**  
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**Cost Code: n/a**

days, the Consultant shall with 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 and City Schools' Project Managers with 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 and City Schools' 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 and City Schools 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 which 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 and City Schools' 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 and City Schools, 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 which 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 fraudulent as to the claim unless, with thirty (30) days of receipt of the decision, the Consultant delivers a notice of appeal to the City Manager. The notice of appeal shall

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**Contract No. 1349**  
**Cost Code: n/a**

include specific exceptions to the City's decision including specific provision of this Agreement which the Consultant intends to rely upon on appeal. General assertions that the City's decision is contrary to law or to fact are not sufficient.

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

XV. Extent of Agreement:

This Agreement, including appendices, represents the entire and integrated Agreement between the City, City Schools 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, City Schools 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, City Schools or the Consultant which does not otherwise exist without regard to this Agreement.

This Agreement may be changed only by written amendment executed by the City, City Schools 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 and City Schools arising out of or by reason of the services and work products furnished under this Agreement.

The Consultant shall pay all federal, state and local taxes incurred by the Consultant and shall require their payment 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.

**ITEM TITLE:**

Health Insurance Review Committee: Status of Broker/Consultant Review Report

**SUBMITTED BY:** Brian Carlson, Finance Director

**FISCAL NOTES:**

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

**RECOMMENDATION:**

receive and file

**SUMMARY STATEMENT:**

This report appries Council of a recommended change in the City's Health Insurance Broker/Consultant, which will be presented for formal adoption in January.

- Staff retained a specialist attorney in October to assist in a review of the City/School Health Insurance plan.
- Staff published an RFP for broker/consultant services.
- An administrative committee representing employees and management of City and Schools was formed to review the RFP replies.
- The committee recommends a change in the broker/consultant relationship, which will be formalized in a contract to be presented to Council in January.
- This change entails no change to the plan structure at this time.
- Benefits plan changes must be approved by Council.

**BACKGROUND:**

In an ongoing effort to proactively address both the rising costs of health care, and the overall quality of the health insurance plan, the Finance Director has recently established a working group (Health Insurance Review Committee), comprised of one representative each from the ERT, City Management (Police Chief), School Administration (School Finance Director), School District employees union (Mayor Knight), plus the Finance and Human Resources Directors.

This group is tasked with review and assessment of the health benefit plan, with the help and input of an attorney who specializes in group health plans and related

regulations. **The objective is to balance the plan attributes with cost containment, so as to optimize and sustain this recruitment and retention tool.**

### **ANALYSIS:**

The specialist/attorney and Finance Director began their assessment by briefly exploring the possibility of merging with another public-sector plan. This option was soon dismissed, as there are no such plans that accept both union and non-union membership and also allow for the retention of the basic plan structure.

The attorney next suggested that the City and Schools best address plan objectives by reviewing their broker/consultant relationship, as this is who negotiates health service provider agreements and who introduces plan design attributes. On this basis, the group reviewed a draft RFP, which was subsequently published.

The RFP yielded two replies from four likely candidates. Both respondents (the current broker/consultant and a new candidate) attended interviews in Valdez on December 11. It was the unanimous opinion of the group that the new candidate (Parker, Smith, Feek) was best qualified to meet the group's objectives for the plan. Staff will bring a contract for council approval in January.

### **CONCLUSION:**

Parker, Smith, Feek (PSF) proposes a \$17K / 44% higher fee than the current broker, Insurance Brokers of Alaska. However, the unanimous opinion of the group is that:

- PSF offers the best value on a qualifications basis
- the \$17K fee difference is immaterial in the context of a \$5MM plan
- through improved service negotiations and creative plan design, the fee differential will be more than offset

While normal contracting procedure would involve simply bringing a contract to Council for approval, the nature and reach of this topic prompted staff to make one additional "pass" before Council prior to issuing an award letter and drafting a contract. Assuming no objection from Council, the award letter will be issued following on December 20<sup>th</sup>, and a contract will be presented in January.

While the proposed broker/consultant change entails no initial change to the plan itself, one of the purposes of this new relationship is to proactively explore future changes. For this reason, staff proposes a continuation of this informal review group, so as to ensure ongoing representation of all stakeholders.



## Legislation Text

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**File #:** ORD 18-0001, **Version:** 1

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**ITEM TITLE:**

18-01 - Amending Title 6 Animals of the Valdez Municipal Code. Second Reading. Adoption.

**SUBMITTED BY:** Sheri L. Pierce, MMC, City Clerk

**FISCAL NOTES:**

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

**RECOMMENDATION:**

Approve Ordinance # 18-01, amending Title 6 Animals of the Valdez Municipal Code. Second Reading. Adoption.

**SUMMARY STATEMENT:**

Title 6 regarding animals required the establishment of a fine schedule to comply with statutory requirements. During this process the entire ordinance language in Title 6 was reviewed by legal, Chief Hinkle, Animal Control staff and the City Clerk. Proposed amendments to the ordinance language are illustrated in redline/strikeout format.

The majority of amendments simply move existing language into the proper order within an applicable chapter and section. While administration intends to discuss each section of the ordinance during public hearing, the most notable revisions are as follows:

1. Established fine schedule based on **existing** violations.
2. Removed the *requirement* of a mandatory court appearance for the citation issued for "Running at large".
3. Included language related to crating of animals.
4. Removed "fancier facility" as the definition did not warrant a section separate from a kennel license.
5. Increased the number of days an animal **must** be held by the shelter prior to disposal by the animal control officer. The Valdez animal shelter practice is to hold animals in excess of this time period to assure adoption, however based on statute language it is prudent to establish a minimum in

code.

CITY OF VALDEZ, ALASKA

ORDINANCE NO. 18-01

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA AMENDING TITLE 6 ANIMALS OF THE VALDEZ MUNICIPAL CODE

WHEREAS, the following amendments to Title 6 of the Valdez Municipal Code establish regulations related to animals within the City of Valdez.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, that the following amendments are made to Title 6 of the Valdez Municipal Code:

Section 1. Chapter 6.04 of the Valdez Municipal Code is hereby amended to read as follows:

**Chapter 6.04  
ADMINISTRATIVE PROVISIONS AND DEFINITIONS**

Sections:

**6.04.010 Definitions.**

**6.04.020 Powers and duties of officers.**

**6.04.025 Immunity.**

**6.04.030 Violation – Penalty. ~~Interference with, etc., enforcement officers prohibited.~~**

**6.04.040 Fine schedule. ~~Duty of motor vehicle operator to render assistance and give information.~~**

~~**6.04.050 Inspection.**~~

~~**6.04.060 Violation – Penalty.**~~

**6.04.010 Definitions.**

For the purposes of this title, the following words and phrases shall have the meanings respectively ascribed to them by this section:

“Animal” means a vertebrate, living creature, not a human being, not including fish but including fowl.

“Animal control officer” means the individual designated “animal control officer” by the chief of police, or if none has been designated, the chief of police.

“Animal shelter” means the city facility for the keeping of animals impounded or otherwise taken into custody under this chapter.

“At large” means an animal that is not under restraint.

“Birds of prey” means eagles, hawks, owls, falcons, and other.

“Cattery” means a location designated for the keeping or harboring of more than four but not to exceed ten cats that are four months of age or older. ~~place where more than four cats that are four months of age or older are kept, whether by owners of the cats or by persons providing facilities and care, whether or not for compensation, but not including a pet shop.~~

“Chief” means the chief of the Valdez police department.

“Dangerous animal” means an animal which without provocation has inflicted injury on a person or another animal on public or private property. The following exceptions, however, shall apply:

1. No animal may be declared dangerous if any injury or damage is sustained by a person who, at the time the injury or damage was sustained, was committing an unlawful trespass or other tort upon the premises occupied by the owner or keeper of the animal, or was testing, tormenting, abusing or assaulting the animal, or was committing or attempting to commit a crime.
2. No dog may be declared dangerous if the dog was protecting or defending a person within the immediate vicinity of the dog from an unjustified attack or assault.
3. No dog may be declared dangerous if the injury or damage to a domestic animal was sustained while the dog was working as a hunting dog, herding dog or predator control dog on the property of, or under the control of its owner, and the damage or injury was to a species or type of domestic animal appropriate to the work of the dog.
4. No dog shall be declared dangerous if the dog has been trained to attack persons independently or upon oral command while under the control and supervision of an authorized government or law enforcement unit and the act is directly associated with the proper execution of its duties.

“Deleterious exotic wildlife” means any starling, English sparrow, or raccoon; any Muridae rodent (to include true mice and rats, gerbils, and their relatives), rockdove or

Belgian hare that is unconfined or unconstrained; and any feral ferret or feral swine, or feral domestic rabbit.

“Department” means the Valdez police department.

“Dog” means both male and female dogs, including both domestic and wild canines.

~~“Dog fancier’s facility” means a location designated for the keeping or harboring of from three to five dogs, over the age of three months, for the hobby or pleasure of the operator or owner.~~

“Fowl” means any bird, including the larger domestic birds such as chicken, duck, goose, turkey, etc.

“Hybrid animal” means an animal that is an offspring of a domesticated animal and a wild animal.

“Injury” means to damage, harm or cause pain and suffering.

“Kennel” means a facility operated by a person engaged in the commercial buying, selling, training, keeping or boarding of dogs for profit, or a facility designed for the keeping or harboring of six or more dogs that are over three months old.

“Livestock” means generally accepted outdoor farm animals such as goats, horses, pigs, barnyard fowl, etc. not to include cats, dogs and other house pets.

“Officer” means the animal control officer, any deputy animal control officer, or any police officer.

“Owner” means any person owning, keeping, harboring, caretaking or having custody or control of an animal.

“Pet shop” means a place or vehicle in or on which any dogs, cats, rodents, reptiles, fish, pet birds, exotic birds or exotic animals not born and raised on those premises are kept for the purpose of sale to the public.

“Provocation” means conduct which is directed by a person or an animal towards an animal that may reasonably be expected to arouse fear, rage, protective instinct or fury in the animal. Any animal which is at large cannot be considered to be provoked by an animal under restraint.

“Restraint” means and includes physical confinement, as by leash, chain, fence or building.

“Sanitary living conditions” means the animal’s living area is reasonably clear of excrement and standing water. The area is clear of broken glass, trash, nails and other items that may cause injury or death to the animal.

“Vicious animal” means and includes:

1. An animal which when unprovoked has ever bitten or attacked a human being, serious enough to require treatment by a medical professional, without provocation on public or private property; or
2. An animal in violation of Section 6.08.060 which has been previously adjudged by a court to be dangerous.

“Wild animals” means moose, bear, coyote, wolverine, fox, or other wild mammals.

**6.04.020 Powers and duties of officers.**

- A. The animal control officer shall administer the animal shelter.
- B. The animal control officer and, under the supervision of the animal control officer, any police officer assigned animal control duties, or deputy animal control officers appointed by the chief have the power and duty to:
  1. Enforce the provisions of this title;
  2. Investigate and file complaints for violation of provisions of this title;
  3. Serve summonses or issue warnings for violation of provisions of this title;
  4. Humanely dispose of animals not adopted, reclaimed, or subject to retention pending court decision.
- C. The animal control officer shall maintain complete and detailed records of:
  1. Issuance and revocation of licenses under this title;
  2. All animals brought into the custody of the animal shelter;
  3. The disposition of all animals in the custody of the animal shelter;
  4. Investigations of violations of this title;
  5. Monies received for fees and charges imposed by this title, when collected at the animal shelter.
- D. The animal control officer shall not disclose the identity of animal adopters, unless released from this charge by the adopter, or in order to protect the public health, safety or welfare.
- E. The animal control officer may impound and destroy any vicious animal when ordered by a court of competent jurisdiction, when requested by the owner, or in order to protect persons, private property, or the public health, safety or welfare.
- F. The animal control officer may promulgate and update forms, licenses and other documents necessary for the administration of this title.

G. The animal control officer may declare exceptions to provisions of this title in order to allow animals to participate in races, shows, training activity or temporary sporting or festive events, not including animal fighting events, and to exclude nonparticipating animals from the vicinity of such events. (Ord. 09-07 § 1 (part): prior code § 4-2)

#### **6.04.025 Immunity.**

The provisions of this chapter involve discretionary functions, licensing, permits, approvals, inspection, discovery, abatement, health and safety and other matters governed by AS 09.65.070. Determining or failing to find or determine that an animal is dangerous, vicious or in need of protective custody, or the manner of enforcement or non-enforcement of the provisions of this chapter, shall not constitute an assumption by the city of Valdez, or by any of its officers, employees or agents, of any duty, or be deemed or construed to impose any duty, responsibility or liability on the city of Valdez or any of its officers, employees or agents regarding such actions or inaction. (Ord. 09-07 § 1 (part))

#### **6.04.030 Violation – Penalty.**

Except where otherwise provided, the violation of any part of this title is punishable, upon conviction, in accordance with the fine schedule set out in 6.04.040. Each day that any violation of this title shall continue shall constitute a separate offense.

#### **~~6.04.030 Interference with, etc., enforcement officers prohibited.~~**

~~No person shall interfere with, impede, prevent or attempt to interfere with, impede, prevent, obstruct or intimidate any officer in the discharge of his duties under this title, or in taking up or attempting to take up and impound any animals under the provisions of this title, or to rescue or attempt to rescue any animal so taken up by such officer or to release any animal so impounded or under protective custody. All animals impounded, under protective custody, up for adoption, or for any other reason harbored at the Valdez animal shelter are considered property of the city during the duration of their stay. (Ord. 09-07 § 1 (part): Ord. 00-09 § 2: prior code § 4-3)~~

**6.04.040 Fine schedule.**

MUNICIPAL CODE SECTION	OFFENSE DESCRIPTION	COURT APPEARANCE	PENALTY/FINE
6.08.010	Cleanup and disposal of animal litter or excrement required – First Offense	Optional	\$25.00
6.08.010	Cleanup and disposal of animal litter or excrement required – Second Offense	Optional	\$50.00
6.08.010	Cleanup and disposal of animal litter or excrement required – Third Offense	Optional	\$100.00
6.08.010	Cleanup and disposal of animal litter or excrement required – Fourth and subsequent	Optional	\$300.00
6.08.020	Animal running at large prohibited – First Offense	Optional	\$25.00
6.08.020	Animal running at large prohibited – Second Offense	Optional	\$50.00
6.08.020	Animal running at large prohibited – Third Offense	Optional	\$100.00
6.08.020	Animal running at large prohibited – Fourth and subsequent	Optional	\$300.00
6.08.030	Animal cruelty prohibited	Mandatory	
6.08.040(a)(1)	Negligent feeding of wild animals, birds of prey, or deleterious exotic wildlife prohibited – First Offense	Optional	\$25.00
6.08.040(a)(1)	Negligent feeding of wild animals, birds of prey, or deleterious exotic wildlife prohibited – Second Offense	Optional	\$50.00
6.08.040(a)(1)	Negligent feeding of wild animals, birds of prey, or deleterious exotic wildlife prohibited – Third Offense	Optional	\$100.00
6.08.040(a)(1)	Negligent feeding of wild animals, birds of prey, or deleterious exotic wildlife prohibited – Fourth and subsequent	Optional	\$300.00
6.08.040.(a)(2)	Intentional feeding of wild animals, birds of prey, or deleterious exotic wildlife prohibited – First offense	Optional	\$50.00
6.08.040.(a)(2)	Intentional feeding of wild animals, birds of prey, or deleterious exotic wildlife prohibited – Second offense	Optional	\$100.00
6.08.040.(a)(2)	Intentional feeding of wild animals, birds of prey, or deleterious exotic wildlife prohibited – Third offense	Optional	\$200.00
6.08.040.(a)(2)	Intentional feeding of wild animals, birds of prey, or deleterious exotic wildlife prohibited – Fourth and subsequent offense	Optional	\$400.00
6.08.050	Keeping of wild animals within the city prohibited – First offense	Optional	\$50.00

6.08.050	Keeping of wild animals within the city prohibited – Second offense	Optional	\$100.00
6.08.050	Keeping of wild animals within the city prohibited – Third offense	Optional	\$200.00
6.08.050	Keeping of wild animals within the city prohibited – Fourth and subsequent offense	Optional	\$400.00
6.08.060	Injury to persons and animals prohibited	Mandatory	
6.08.070	Vicious animals to be properly restrained, etc. - First offense	Mandatory	
6.08.080	Dangerous animals to be properly restrained, etc. – First offense	Mandatory	
6.08.090	Continuous noise by animal prohibited – First offense	Optional	\$25.00
6.08.090	Continuous noise by animal prohibited – Second offense	Optional	\$50.00
6.08.090	Continuous noise by animal prohibited – Third offense	Optional	\$100.00
6.08.090	Continuous noise by animal prohibited – Fourth and subsequent offense	Optional	\$300.00
6.08.100	Failure to confine female dog or cat in heat – First offense	Optional	\$25.00
6.08.100	Failure to confine female dog or cat in heat – Second offense	Optional	\$50.00
6.08.100	Failure to confine female dog or cat in heat –Third offense	Optional	\$100.00
6.08.100	Failure to confine female dog or cat in heat – Fourth and subsequent offense	Optional	\$300.00
6.08.110	Tethering/chaining/crating of animals restricted – First offense	Optional	\$50.00
6.08.110	Tethering/chaining/crating of animals restricted – Second and subsequent offense	Mandatory	
6.08.120	Interference with animal control enforcement officers prohibited	Mandatory	
6.08.130	Duty to render assistance and give information regarding vehicle strike	Mandatory	
6.12.010	Dog license required – First offense	Optional	\$25.00
6.12.010	Dog license required – Second offense	Optional	\$50.00
6.12.010	Dog license required – Third offense	Optional	\$100.00
6.12.010	Dog license required – Fourth and subsequent offense	Optional	\$300.00
6.12.020	Display of license tag on dog required	Optional	\$25.00
6.12.030	Vaccination of dogs required – First offense	Optional	\$25.00
6.12.030	Vaccination of dogs required – Second offense	Optional	\$50.00

6.12.030	Vaccination of dogs required – Third offense	Optional	\$100.00
6.12.030	Vaccination of dogs required – Fourth and subsequent offense	Optional	\$300.00
6.12.040	Kennel licenses required – First offense	Optional	\$50.00
6.12.040	Kennel licenses required – Second offense	Optional	\$100.00
6.12.040	Kennel licenses required – Third offense	Optional	\$200.00
6.12.040	Kennel licenses required – Fourth and subsequent offense	Optional	\$400.00
6.13.010	Excessive number of cats prohibited – First offense	Optional	\$25.00
6.13.010	Excessive number of cats prohibited – Second offense	Optional	\$50.00
6.13.010	Excessive number of cats prohibited – Third offense	Optional	\$100.00
6.13.010	Excessive number of cats prohibited – Fourth and subsequent offense	Optional	\$300.00
6.13.020	Cattery license required – First offense	Optional	\$50.00
6.13.020	Cattery license required – Second offense	Optional	\$100.00
6.13.020	Cattery license required – Third offense	Optional	\$200.00
6.13.020	Cattery license required – Fourth and subsequent offense	Optional	\$400.00

**6.04.040 Duty of motor vehicle operator to render assistance and give information.**

Any person who, as the operator of a motor vehicle, strikes a domestic animal shall stop at once and render such reasonable assistance as may be possible and shall immediately report such injury or death and the operator's name, address and vehicle license number to the animal's owner. In the event the owner cannot reasonably be ascertained and located, such operator shall at once report the accident to the department. (Ord. 09-07 § 1 (part); prior code § 4-4)

**6.04.050 Inspection.**

A.— During normal business hours, the animal control officer or the designated representative, upon presentation of proper identification, is authorized to inspect premises where animals are kept to determine if they are being kept in compliance with this title. A copy of the inspection report shall be furnished to the owner of the premises.

~~B.—If the premises where animals are kept has been vacated by such animals' owner or if a person lawfully entitled to possession of the premises refuses entry to the animal control officer or the designated representative, the officer shall obtain an administrative search warrant to inspect the premises. The officer may apply to the trial courts of the state of Alaska to obtain an inspection warrant, stating in the application the name and address of the premises to be inspected, the authority to conduct the inspection, the nature and extent of the inspection, and the facts and circumstances justifying the inspection. Warrants issued under this section shall be returned within ten days. (Ord. 09-07 § 1 (part); Ord. 93-20 § 2; prior code § 4-6)~~

**~~6.04.060 Violation—Penalty.~~**

~~The violation of any part of this title is punishable, upon conviction, by a fine of up to three hundred dollars or other appropriate penalties as directed by the court in lieu of a monetary penalty. Each day that any violation of this title shall continue shall constitute a separate offense. (Ord. 09-07 § 1 (part); Ord. 00-09 § 3; prior code § 4-7)~~

Section 2. Chapter 6.08 of the Valdez Municipal Code is hereby amended to read as follows:

**Chapter 6.08  
ANIMAL CONTROL REGULATIONS GENERALLY**

Sections:

- 6.08.010 Cleanup required.**
- 6.08.020 Running at large prohibited.**
- 6.08.030 Cruelty prohibited.**
- 6.08.040 Feeding of wild animals and birds of prey prohibited.**
- 6.08.050 Keeping of wild animals.**
- 6.08.060 Injury to persons and animals prohibited.**
- 6.08.070 Vicious animals.**
- 6.08.080 Dangerous animal.**
- 6.08.090 Continuous noise by animal.**

**6.08.100 Female in heat—Confinement.**

**6.08.110 Tethering/chaining/crating of animals restricted.**

**6.08.120 Interference with, etc., enforcement officers prohibited.**

**6.08.130 Duty of motor vehicle operator to render assistance and give Information.**

**6.08.140 Inspection.**

**6.08.010 Cleanup required.**

The owner or caretaker of any animal shall remove and dispose of, in a sanitary manner, any and all excrement and other animal litter deposited on any public or private property not possessed by the owner or custodian of the animal which caused or produced the excrement or litter. (Ord. 09-07 § 2 (part); Ord. 00-09 § 4: prior code § 4-5)

**6.08.020 Running at large prohibited.**

A. No owner or caretaker shall fail to properly restrain his/her animal to prevent it from running at large. When an animal is found running at large, an officer under this title is authorized to impound the animal and/or give its owner or caretaker a written warning or an animal at large citation.

B. If any dangerous or vicious animal cannot be safely impounded or if any animal attacks an officer attempting to impound it, any officer may take whatever action is necessary to safeguard life and property endangered by the animal.

C. Notwithstanding the foregoing provisions of this section, dogs may run freely in any area of the city in which both hunting and the discharge of firearms is permitted.

D. No person other than an officer performing his/her duty may release an animal from restraint without the owner's permission, except to preserve the animal's life. (Ord. 09-07 § 2 (part); Ord. 00-09 § 5: Ord. 93-20 § 3: prior code § 4-11)

**6.08.030 Cruelty prohibited.**

A. No person may:

1. Maintain an animal without providing:

a. Sufficient, good and wholesome food and water;

b. Veterinary care adequate to prevent animal suffering;

- c. Shelter adequate to provide protection from the weather and preserve the animal's health;
  - d. Sanitary living conditions;
  - 2. Abandon an animal where it will not be provided proper food, water, shelter and care;
  - 3. Cruelly ill-treat, torment, overload, overwork, or otherwise abuse an animal or cause, instigate or permit any animal to fight with another of its own species or with another of a different species, whether for amusement of himself or others or for financial gain. Ownership of such animal shall not be justification for such acts or for a violation of this section;
  - 4. Intentionally kill, injure or disfigure an animal, unless it is necessary to protect a human being or animal from death or bodily injury, except in a humane manner as authorized by law;
  - 5. No person shall poison or injure or disfigure any animal or distribute poison in any manner whatsoever; except, that any officer or agent of the United States or of this state or of the city who exposes poison to be taken by predatory animals shall be exempt from the provisions of this section.
- B. It is a defense to a prosecution under this section that the conduct of the person:
- 1. Conformed to accepted veterinary practice;
  - 2. Was part of a scientific research project governed by accepted standards; or
  - 3. Was necessarily incident to lawful hunting or trapping activities.
- C. No vehicle operator shall fail to sufficiently restrain an animal within the confines of an open motor vehicle or pickup truck so as to prevent the animal from jumping, falling or reaching out.
- D. Upon violation of this section court appearance is mandatory. The penalty for violation of the section shall include but not be limited to:
- 1. A fine not to exceed five ~~three~~ hundred dollars.
  - 2. Forfeiture of ownership of the animal which was the victim of cruelty to the city, to be placed for adoption or otherwise disposed of as seen fit by the animal control officer. Financial restitution shall be paid by the offender for the daily maintenance of the seized animal to include veterinarian bills while the animal is in the custody of the animal shelter.

3. Attendance of an anger management counseling program in Valdez as ordered by the court. (Ord. 09-07 § 2 (part): Ord. 05-03 § 1: Ord. 00-09 § 6: prior code § 4-12)

**6.08.040 Feeding of wild animals and birds of prey prohibited.**

A. Except as provided in this section or under terms of a permit issued by the city of Valdez, the state of Alaska or the United States federal government, a person may not:

1. Negligently feed a moose, bear, coyote, wolverine, fox or birds of prey (including eagles, hawks, owls, falcons) or deleterious exotic wildlife, or negligently leave human food, animal food, or garbage in a manner that attracts these animals; or
2. Intentionally feed a moose, bear, coyote, wolverine, fox or birds of prey (including eagles, hawks, owls, falcons) or deleterious exotic wildlife, or intentionally leave human food, animal food, or garbage in a manner that attracts these animals.

B. These prohibitions do not apply to the use of bait for trapping furbearers or deleterious exotic wildlife. (Ord. 09-07 § 2 (part))

**6.08.050 Keeping of wild animals.**

No wild animal may be kept within the city, except under such regulations and conditions as shall be fixed by the chief; provided, that wild animals may be kept for exhibition purposes by circuses, zoos and educational institutions in accordance with such regulations as shall be fixed by the chief, and raptor and rehabilitation permits granted by the state of Alaska or the United States will be honored upon approval of the chief. (Ord. 09-07 § 2 (part): prior code § 4-14)

**6.08.060 Injury to persons and animals prohibited.**

No animal shall inflict injury on a person or animal. Such conduct shall subject the animal to proceedings seeking to have the animal adjudged dangerous and/or vicious as defined in Section 6.04.010 and/or cause the owner to receive a citation. Upon citation under this section court appearance is mandatory. (Ord. 09-07 § 2 (part): Ord. 00-09 § 8: Ord. 93-20 § 4: prior code § 4-15)

**6.08.070 Vicious animals.**

A. While on the owner's property, a vicious animal shall at all times be kept indoors or in a six-sided enclosure with secure sides and a secure top, with a sign posted in a conspicuous place written in bold letters not less than three inches tall reading: "BEWARE! VICIOUS ANIMAL ON PREMISES."

B. A vicious animal may be off the owner's premises only if it is restrained in a locked cage or similar six-sided enclosure or restrained by a substantial leash not to exceed five feet, muzzled and under the direct control of a responsible adult.

C. A vicious animal may not be kept or transported in an open pickup or other vehicle without the animal being properly muzzled and restrained by a substantial chain of not more than three feet or restrained in a locked cage or similar six-sided enclosure. A sign must be secured in a conspicuous place written in bold letters not less than three inches tall reading: "BEWARE OF VICIOUS ANIMAL."

D. The owner or keeper of a vicious animal must notify the city animal control officer or his designee when the animal is moved to a new location. Notification is required when a vicious animal is sold or given away. The previous owner or keeper shall inform the new owner or keeper that the vicious animal has been adjudged "dangerous" and/or "vicious," and also inform the city animal control officer or his designee of the change of ownership and the identity and location of the new owner or keeper.

E. An animal adjudged a vicious animal may be destroyed by the city animal control department or the city police department upon court order or through the consent of the animal's owner.

F. Upon citation under this section court appearance is mandatory.

#### **6.08.080 Dangerous animal.**

A. A dangerous animal must be restrained by a fence or other barrier, in a house or garage on the owner's property.

B. A sign shall be posted in a conspicuous place written in bold letters not less than three inches tall reading: "BEWARE! DANGEROUS ANIMAL ON PREMISES."

C. When off the owner's property, a dangerous animal must be under direct control of a responsible adult, and properly leashed and muzzled.

D. The owner or keeper of a dangerous animal must notify the city animal control officer when the animal is moved to a new location. Notification is required when a dangerous animal is sold or given away. The previous owner or keeper shall inform the new owner or keeper that the dangerous animal has been adjudged "dangerous" and also inform the city animal control officer of the change of ownership and the identity and location of the new owner or keeper.

E. Upon citation under this section court appearance is mandatory.

**6.08.090 Continuous noise by animal.**

No owner’s animal shall cause annoyance, alarm or noise disturbance for more than fifteen minutes during any one hour during the day or night by repeated barking, whining, screeching, howling, braying, or other like sounds which can be heard beyond the boundary of the owner’s property or residence. (Ord. 09-07 § 2 (part): Ord. 05-03 § 3: Ord. 00-09 § 9: Ord. 93-20 § 7: prior code § 4-18)

**6.08.100 Female in heat—Confinement.**

Every female dog or cat in heat shall be kept confined in such a manner that such female animal cannot come in contact with a male animal except for planned breeding purposes. (Ord. 09-07 § 2 (part): Ord. 00-09 § 10)

**6.08.110 Tethering/chaining/crating of animals restricted.**

A. No animal shall be continuously confined in a crate or area smaller than 10 feet by 10 feet, chained, tied, fastened or otherwise tethered to doghouses, trees, stakes, poles, fences, walls, or any other stationary objects outdoors or indoors as a means of confinement outdoors or indoors for a time period that exceeds thirteen hours within a twenty-four-hour period.

B. Tethers must be at least ten feet in length and weigh no more than one-eighth of the animal’s body weight. Tethers must attach directly to a proper collar or harness, allow the dog’s free movement, and cannot cause the dog to be injured, strangled, or become tangled.

C. Crates must be of a size sufficient to allow animals to stand their full height, stretch out, turn around, lie down, and make normal postural movements comfortably.

D. Dogs utilized to transport a sled that reside strictly within a regulated and licensed kennel facility shall be exempt from this section. (Ord. 09-07 § 2 (part): Ord. 05-03 § 4)

**6.08.120 Interference with, etc. enforcement officers prohibited.**

No person shall interfere with, impede, prevent or attempt to interfere with, impede, prevent, obstruct or intimidate any officer in the discharge of his duties under this title, or in taking up or attempting to take up and impound any animals under the provisions of this title, or to rescue or attempt to rescue any animal so taken up by such officer or to release any animal so impounded or under protective custody. All animals impounded,

under protective custody, up for adoption, or for any other reason harbored at the Valdez animal shelter are considered property of the city during the duration of their stay. Upon citation under this section court appearance is mandatory.

**6.08.130 Duty of motor vehicle operator to render assistance and give information.**

Any person who, as the operator of a motor vehicle, strikes a domestic animal shall stop at once and render such reasonable assistance as may be possible and shall immediately report such injury or death and the operator's name, address and vehicle license number to the animal's owner. In the event the owner cannot reasonably be ascertained and located, such operator shall at once report the accident to the department. Upon citation under this section court appearance is mandatory.

**6.08.140 Inspection.**

A. Animal control may inspect the premises and/or animals of all licensees annually or upon a public complaint. Animal control may inspect a premises prior to the issuance or renewal of a cattery license or kennel license.

B. Inspections shall be conducted by the animal control officer and/or a licensed veterinarian trained to examine all animals in the facility.

C. A commercial facility, open to the public, may be inspected without notice during the times of normal business operations.

1. During normal business hours, a peace officer or animal control officer, upon presentation of proper identification, is authorized to inspect premises where animals are or are intended to be confined to determine whether the animals are being or shall be confined in compliance with this title.

D. A private residence may be inspected within 72 hours of notification to the resident of the intent to inspect. This notice requirement applies to annual license issuance or renewal inspections for cattery licenses or kennel licenses. It does not apply to inspections conducted upon commercial facilities open to the public.

E. If the premises where animals are kept has been vacated by such animals' owner or if a person lawfully entitled to possession of the premises refuses entry to a peace officer or animal control officer lawfully entitled to inspect such premises under this title, the officer shall obtain and serve an administrative search warrant to inspect

the premises. The application to the trial courts of the state to obtain an administrative search warrant shall state the name and address of the premises to be inspected, the authority to conduct the inspection, the nature and extent of the inspection, and the facts and circumstances justifying the inspection. Warrants issued under this section shall be returned within ten days.

Section 3. Chapter 6.12 of the Valdez Municipal Code is hereby amended to read as follows:

### Chapter 6.12 DOGS

Sections:

- 6.12.010 Licenses—Required—Fees.
- 6.12.020 Licenses—Certificates and tags.
- 6.12.030 Vaccination required. Licenses—Delinquent payment.
- 6.12.040 Kennel license. ~~Vaccination required.~~
- 6.12.050 Revocation of kennel license. ~~Kennel or fancier’s facility licenses required.~~
- 6.12.060 Animal census. ~~Revocation of license.~~
- 6.12.070 ~~Animal census.~~

#### 6.12.010 Licenses—Required—Fees.

A. All dogs kept, harbored or maintained in the city shall be licensed and registered if over three months of age. The applicant shall state at the time application is made for each license his name and address, and the name, breed, color and sex of each dog owned or kept by him and shall provide proof of vaccination required by Section 6.12.~~030~~040. Dog licenses shall be issued for a period of one year and shall run from the first of January in each calendar year to the thirty-first of December next following. For dogs requiring licensing later in the year, the license tax shall be the same as for a full year. The foregoing notwithstanding, upon proper application and presentation of proof of age, dog owners sixty years of age or older shall be exempt from payment of all license taxes. License fees shall be established by resolution of the city council.

B. Persons who have been granted either a kennel license or a dog fancier's facility license or conditional use license, which has not been canceled, suspended or revoked, need not pay the individual dog license tax; however, a license tag must be obtained for each dog described on the kennel or fancier's license. The tags will be provided at no extra charge. This provision shall not allow operators of a kennel to license customers' dogs in or passing through the kennel.

C. If the license required for a dog under this chapter is not obtained by the owner during the month of January of each year, or within thirty days of the first possession of any dog or of its becoming three months old, or within thirty days from the arrival of the dog in the city, the license payment shall be deemed delinquent and shall constitute a violation of the provisions of this chapter.

#### **6.12.020 Licenses—Certificates and tags.**

Upon payment of the license fee therefore, there shall be issued to the owner of a dog a receipt of payment for such license and a tag for each dog so licensed. The tag shall have thereon the year for which it was issued. Every owner shall provide each dog with a collar or a harness to which the license tag shall be affixed and shall see that the collar or harness and tag are constantly worn. In case a dog tag is lost or destroyed another will be issued upon payment of one dollar. Dog tags are not transferable from one dog to another. It is unlawful for a person to counterfeit or attempt to counterfeit a dog tag, receipt of payment for license or certificate of vaccination, or to take from a dog a tag legally placed upon it, or place a dog tag upon a dog unless the tag was specifically issued for that particular dog. (Prior code § 4-22)

#### **6.12.030 Vaccination required. Licenses—Delinquent payment.**

Every owner of a dog within the city shall have such dog vaccinated against rabies, hepatitis, distemper and parvo virus. Upon making an application for a license for any dog, the owner shall furnish a certificate from a licensed veterinarian as proof of rabies vaccination. Notwithstanding the above, if the animal control officer ~~city clerk~~ shall determine that vaccine and veterinary services are not reasonably available, the animal control officer ~~city clerk~~ may issue any dog license without the furnishing of such certificate. Provided further, that the owner of any dog so licensed shall furnish proof of such vaccination to the issuing authority, within thirty ~~sixty~~ days after the date of

issuance of such license, or such license shall be deemed void and the owner in violation of this chapter.

~~If the license required for a dog under this chapter is not obtained by the owner during the month of January of each year, or within thirty days of the first possession of any dog or of its becoming three months old, or within thirty days from the arrival of the dog in the city, the license payment shall be deemed delinquent and shall constitute a violation of the provisions of this chapter. (Prior code § 4-23)~~

#### **6.12.040 Kennel license. ~~Vaccination required.~~**

A. No person shall own, operate or have a kennel ~~or fancier's facility~~ without first obtaining a license as provided in this chapter. No license shall be issued for a kennel ~~or fancier's facility~~ until an inspection has been made, zoning approval has been obtained, and the chief has approved the license.

1. Kennel. A kennel license is required for a facility operated by a person engaged in the commercial buying, selling, training, keeping, boarding, or grooming of dogs for profit, or a facility or mobile unit designed for the keeping or harboring of six or more dogs that are over three months old. ~~handling dogs for profit or for persons to keep or harbor six or more dogs over three months old.~~

~~2. Fancier's Facility. A fancier's facility license is required for persons who keep or harbor four or five dogs over three months old. This license is optional for persons keeping three dogs over three months old.~~

~~23.~~ Inspection. The animal control officer or his designee shall inspect the proposed kennel ~~or fancier's facility~~, if in existence. If the proposed kennel ~~or fancier's facility~~ is not in existence, the animal control officer shall review the construction plans and make a site evaluation. In either event, the animal control officer shall report on compliance with each of the following:

- a. That a health hazard does not exist nor will be created by the proposed kennel ~~or fancier's facility~~;
- b. That a nuisance does not exist nor will be created for the occupants of land in the vicinity;
- c. That all dogs have been or shall be properly vaccinated and licensed;
- d. That adequate provisions have been made or shall be made to shelter the animals from the elements;

- e. That adequate provisions have been made or shall be made for keeping the animals confined on the kennel ~~or fancier's facility~~ premises;
  - f. That adequate provisions have been made or shall be made to keep the premises in a sanitary condition;
  - g. That each animal can be allotted a minimum of one hundred twenty-five square feet of living space, provided that the total living space shall not exceed ten percent of the maximum lot coverage. In cases where applicant owns two or more adjoining residential lots, the ten percent limit can only be applied to one lot for the purpose of determining the number of dogs allowed;
  - h. That the kennel will be fenced and screened from public view by buildings, natural cover or artificial barriers (e.g., curtains, fences, walls, etc.); ~~and that the fancier's facility will be screened from public view by buildings, natural cover or artificial barriers (e.g., curtains, fences, walls, etc.).~~
- B. Upon an inspection or plan review and site evaluation required pursuant to this section, the animal control officer or his designee shall submit a copy of his report and a recommendation to the planning and zoning commission. The planning and zoning commission shall then hold a public hearing to receive input regarding land use and zoning matters relating to the issuance of a license under this chapter, and shall issue a report with recommendations to the chief.
- C. The chief shall make the final determination as to whether the license will be granted or denied after full and complete consideration of the contents of the animal control officer's report and the report and recommendations from the planning and zoning commission. No license shall be granted absent an express finding by the planning and zoning commission that all code requirements for the particular type of kennel ~~or fancier's facility~~ license sought have been complied with or, based on the construction plans, will be complied with upon completion of the project. A conditional license may be granted to a proposed kennel ~~or fancier's facility~~ prior to its construction but such conditional license and occupancy of the kennel ~~or fancier's facility~~ shall be conditioned on the animal control officer's post-construction inspection and report of compliance. If, after the animal control officer's inspection, the chief determines that the kennel ~~or fancier's facility~~, as constructed, is in full compliance with these code requirements, a license shall be issued. In the event the kennel ~~or fancier's facility~~ is not

found to be in compliance, the chief may suspend or revoke the license or conditional license pursuant to Section 6.12.0560.

D. A kennel ~~or fancier's facility~~ license granted under this section shall indicate on the license the maximum number of dogs that shall be legally permitted. The boarding and keeping of more dogs than permitted by the license shall be in violation of this code.

E. License fees shall be established by resolution of the city council. The license will be valid for one year from date of issue. (Ord. 07-07 § 5; prior code § 4-25)

**6.12.050 Revocation of kennel license. ~~Kennel or fancier's facility licenses required.~~**

The animal control officer or his designee, on his own initiative may, or after receiving a complaint that a kennel ~~or fancier's facility~~ is in violation of this code, shall inspect or cause to have inspected the premises of the kennel ~~or fancier's facility~~ to ensure compliance with the code requirements. If the kennel ~~or fancier's facility~~ is found to be in violation of this chapter or conditions of the license, the animal control officer shall submit a report, in writing, to the chief. The chief shall give the owner, operator or keeper of the kennel ~~or facility~~ an opportunity to be heard within five days of receipt of the animal control officer's report. If after the hearing the chief finds a violation of this chapter or conditions of the license, the chief may suspend the license for not more than thirty days, and if the violation has not been remedied within that time period, the license shall be revoked. Actions of the chief in revoking a license may be appealed to the city manager by written notice within ten days of the chief's actions. In the event of an adverse decision by the city manager, appeal may be taken to the city council by written notice submitted within ten days following action by the city manager. The city council may thereafter require the personal appearance of the appellant for the purposes of hearing and examining into the cause, and taking appropriate action thereon. The decision of the city council shall be final. (Prior code § 4-26)

**6.12.060 Animal census. ~~Revocation of license.~~**

The animal control officer or his designee may conduct an animal census at such intervals as he deems appropriate. The chief ~~city clerk~~ may authorize those who take the census to accept applications for, and to issue, licenses under Section 6.12.010 of this chapter. (Prior code § 4-27)

Section 4. Chapter 6.13 of the Valdez Municipal Code is hereby amended to read as follows:

**Chapter 6.13  
CATS**

Sections:

**6.13.010 Excessive number prohibited.**

**6.13.020 Cattery license ~~required.~~**

**6.13.010 Excessive number prohibited.**

A. It shall be unlawful to own, keep or harbor more than four cats that are four months of age or older on any premises within the Valdez city limits. Only one litter of offspring may be kept on the premises until the age of four months. Exceptions are as follows:

B.A. Individuals in possession of a valid city of Valdez cattery license, city animal shelters and pet shops.

~~B.~~ Individuals exceeding the allowable number of cats at the time of the enactment of Ordinance No. 07-07 from which this section derives, may be permitted excess allowable number of cats if the specific existing cats are documented by the animal control officer. (Ord. 07-07 § 6 (part))

**6.13.020 Cattery license required.**

A. A cattery license shall be required to own, keep or harbor more than four but not to exceed ten cats that are four months of age or older. In no event shall the cattery facility allow more than ten cats four months of age or older on the premises for any duration.

B.A. License. It is unlawful for any person to keep and maintain a cattery without annually obtaining a license. No person shall own, operate or have a cattery facility without first obtaining a license as provided in this chapter. The fee for such annual license shall be assessed upon the owner or keeper of cats. The license fee shall be as established by resolution of the city council. The license will be valid for one year from date of issue. No license shall be issued or renewed for a cattery facility until an inspection has been made and the animal control officer has approved the license.

C.B. Inspection. The animal control officer or his designee shall inspect the proposed cattery and the animal control officer shall submit a report to the chief of police on the following:

1. That a health hazard does not exist nor will be created by the proposed cattery.
2. That a nuisance does not exist nor will be created for the occupants of land in the vicinity of the cattery.
3. That all cats have been or shall be properly vaccinated.
4. That adequate provisions have been made for keeping all cats confined indoors on the premises.
5. That adequate provisions have been made to keep the premises in a sanitary condition.

~~D.C.~~ **Revocation, Suspension or Refusal to Renew.** The animal control officer may, in addition to other penalties provided in this title, revoke, suspend or refuse to renew any cattery license based upon the criteria set forth in subsection (B) of this section. Actions by the animal control officer in revoking a license may be appealed to the city manager by written notice within ten days of the animal control officer's actions. In the event of an adverse decision by the city manager, appeal may be taken to the city council by written notice submitted within ten days following action by the city manager. The city council may thereafter require the personal appearance of the appellant for the purpose of hearing and examining into the cause and taking appropriate action thereon. The decision of the city council shall be final. (Ord. 07-07 § 6 (part))

Section 5. Chapter 6.16 of the Valdez Municipal Code is hereby amended to read as follows:

### **Chapter 6.16 IMPOUNDMENT**

Sections:

- 6.16.010 Impoundment and protective custody.**
- 6.16.020 Impounding and redemption procedures—Fee schedules.**
- 6.16.030 Liability for injury or disease of impounded animals.**
- 6.16.040 Impounding procedure.**
- 6.16.050 Protective custody.**

**6.16.010 Impoundment and protective custody.**

A. An officer may impound any animal if it is necessary to protect a person’s health, peace or quiet, or if the animal or its owner is in violation of any of the following:

1. Section 6.08.020, Running at large prohibited;
2. Section 6.08.060, Injury to persons and animals prohibited;
3. Section 6.08.070, Vicious animals;
4. Section 6.08.080, Dangerous animal;
5. Section 6.08.090, Continuous noise by animal;
6. Section 6.08.110, Tethering/chaining/crating of animals restricted;
7. Sections 6.12.040 and 6.12.060, Kennel and facility licenses; ~~or as elsewhere provided in this title;~~
7. Section 6.13.020, Cattery license required;
8. Section 6.20.010 through 6.20.040, Rabies.
- ~~7. Section 6.20.010, emergency confinement;~~
- ~~8. Sections 6.20.020 through 6.20.040, quarantine.~~

B. An officer may take any animal into protective custody if it is necessary to preserve the animal’s health or safety; until permit or license disputes are resolved; ~~(Sections 6.08.050, 6.12.010, 6.12.020 and 6.12.040 through 6.12.060)~~ to protect an animal from cruel or improper treatment ~~(Sections 6.08.030 and 6.08.110)~~; to provide emergency medical care; and in those instances, usually involving a second party or “pet sitter,” when some dispute arises about an animal’s care or habits which cannot be expeditiously resolved with the pet owner. (Ord. 09-07 § 3 (part); Ord. 05-03 § 5; Ord. 93-20 § 8; prior code 4-31)

**6.16.020 Impounding and redemption procedures—Fee schedules.**

A. Dogs and other animals found running at large off the owner’s premises anywhere in the city shall be taken up by an officer and impounded. If not claimed by the owner within five days during which the animal shelter is open for regular business ~~one hundred twenty hours~~, it shall be thereafter available for adoption.

B. If an impounded animal is deemed to be vicious ~~aggressive~~ by the animal control officer and the animal control officer’s supervisor, and said animal is determined to be a danger to animal shelter personnel, the animal may be disposed of in a humane manner after a period of seventy-two hours.

C. Dogs and other animals not reclaimed or adopted within ten ~~eight~~ days of impoundment during which the animal shelter is open for regular business and not subject to retention pending court decision, may be disposed of in a humane manner by the animal control officer.

D. Immediately upon impounding any animal, the animal control officer shall make reasonable effort to notify the owner, if known, and to inform the owner of the conditions under which he may regain custody of such animal.

E. The owner of an impounded animal may reclaim it upon securing a license, if required, and payment of an impoundment fee and a daily maintenance fee for the period the animal was impounded. Impound and daily maintenance fees under this chapter shall be established by resolution of the city council.

F. Any animal previously impounded, or whose owner has had animals previously impounded, shall be charged an additional impoundment fee of ten dollars for each previous impoundment.

G. Persons other than the owner desiring to adopt an animal may do so after the owner's period for reclaiming the animal has expired and upon payment of adoption, license and other fees, if any.

H. None of the following animals may be made available for adoption:

1. An animal that shows symptoms of a major infectious or contagious disease, as determined by the animal control officer;
2. An animal that, in the judgment of a licensed veterinarian, ought to be destroyed for humane reasons;
3. An animal determined by a court of competent jurisdiction to be vicious;
4. An animal that is the subject of a hearing or appeal.

I. All fees shall be paid to the city, and the receipt of payment shall be presented to the animal control officer prior to obtaining possession of the animal.

J. Impound fees will not be charged for animals placed in protective custody; however, daily maintenance fees shall be charged unless such fees are waived by the chief. A petition to waive daily maintenance fees must be approved by the chief, before an animal can be released without payment. (Ord. 09-07 § 3 (part); Ord. 00-09 § 11: prior code § 4-32)

#### **6.16.030 Liability for injury or disease of impounded animals.**

Neither the city nor any of its officers, employees or agents shall be liable for any injuries suffered, or disease incurred, by any animal while being taken up and impounded or in protective custody or up for adoption. (Ord. 09-07 § 3 (part): Ord. 00-09 § 12: prior code § 4-33)

#### **6.16.040 Impounding procedure.**

A. When an officer finds an animal subject to impoundment that officer may impound the animal, cite the owner for any violations of this chapter, or both.

B. An officer may proceed as reasonably necessary onto private property in the course of effecting impoundment, unless restricted by law.

C. Method of impoundment:

1. An officer may capture an animal by calling the animal at large to him. A citizen may also capture an animal at large by this method for delivery to an officer.

2. When deemed necessary, the animal control officer or his designee may capture an animal at large by the use of a baited live capture cage trap.

3. When deemed necessary, the animal control officer or his designee may capture any animal at large by any other humane means not involving unreasonable risk of harm to the animal.

4. When the public safety is in jeopardy, any officer may capture or destroy an animal by any means. (Ord. 09-07 § 3 (part): prior code § 4-34)

#### **6.16.050 Protective custody.**

A. An officer shall place an animal into protective custody when it is necessary to preserve the animal's health or safety and to ensure humane care and treatment. An animal placed in protective custody due to suspicion of cruelty or neglect of such animal shall be held as evidence pending charges for cruelty or neglect and will only be released upon approval of the animal control officer, the chief of police, or upon order by the district court, state of Alaska.

B. The department shall maintain an animal in protective custody until the animal is redeemed by its owner, or for a minimum of ten business days, after which time the animal may be adopted or disposed of as an impounded animal.

~~C.B.~~ The owner of an animal in protective custody may redeem the animal upon demand, without paying an impoundment fee, upon payment of a daily maintenance fee as provided in Section 6.16.020.

~~C.—An officer shall place an animal into protective custody when it is necessary to preserve the animal’s health or safety and to ensure humane care and treatment. An animal placed in protective custody due to suspicion of cruelty or neglect of such animal shall be held as evidence pending charges for cruelty or neglect and will only be released upon approval of the animal control officer, the chief of police, or upon order by the district court, state of Alaska.~~

D. The owner of an animal in protective custody is responsible for any veterinarian bills accrued while that animal is in protective custody, where medical treatment was found to be necessary for the health and welfare of that animal. Arrangements of payment of veterinarian services must be made with the veterinarian prior to releasing the animal from protective custody.

E. A person who owns an animal taken into protective custody and disposed of as an impounded animal may obtain a review of that disposition by written request to the chief of police. (Ord. 09-07 § 3 (part); Ord. 00-09 § 13; prior code § 4-35)

Section 6. Chapter 6.20 of the Valdez Municipal Code is hereby amended to read as follows:

### **Chapter 6.20 RABIES**

Sections:

**6.20.010 Proclamation of emergency requiring confinement of animals.**

**6.20.020 Quarantine measures—Animals suspected of having rabies.**

**6.20.030 Quarantine measures—Animals biting persons.**

**6.20.040 Quarantine measures—Removal of animals with rabies prohibited—Disposition of animals with rabies.**

**6.20.010 Proclamation of emergency requiring confinement of animals.**

Whenever it becomes necessary to safeguard the public from the dangers of hydrophobia or other disease, the city council, if they deem it necessary, shall issue a proclamation ordering every person owning or keeping an animal to confine it securely indoors unless such animal shall have a muzzle of sufficient strength to prevent it from biting any person or thing. Any unmuzzled animal running at large during the time of the proclamation shall be seized and impounded, unless noticeably infected with rabies. All

animals noticeably infected with rabies and all unlicensed dogs at large during the period of such proclamation shall be immediately killed upon being apprehended. (Prior code § 4-41)

**6.20.020 Quarantine measures—Animals suspected of having rabies.**

If an animal is believed to have rabies, or has been bitten by an animal suspected of having rabies, such animal shall be confined indoors or muzzled and confined by a leash or chain on the owner's premises and shall be placed under the observation of a duly licensed physician or veterinarian for two weeks at the expense of the owner. The owner shall notify the department of the fact that his animal has been exposed to rabies and, at his discretion, the animal control officer is empowered to have such animal removed from the owner's premises and placed under observation for two weeks at the expense of the owner. (Prior code § 4-42)

**6.20.030 Quarantine measures—Animals biting persons.**

A. No animal shall bite persons or other animals. Whenever any animal bites a person, the person so bitten and the owner of the animal shall immediately notify the police department which shall order the animal held on the owner's premises, or shall have it impounded as long as necessary for a complete examination at the Valdez animal shelter for not less than ten days. The animal's owner or caretaker shall be responsible for the daily maintenance fee. A physician or other practitioner of medicine who treats a person for an animal bite shall report the incident to the Valdez animal control or the Valdez police department and must release the name and address of the person being treated and any other information that may aid in the control of rabies. A physical examination of the quarantined animal is to be made by a duly licensed veterinarian or the department's animal control officer at the end of the quarantine period to check the animal for any signs of disease. If it is determined by a duly licensed veterinarian that the animal is infected with rabies or other dangerous, contagious, and infectious disease, it shall be the duty of the animal control officer to destroy such animal in as humane a manner as is reasonably possible. An animal shall be released from quarantine only when it is determined by the animal control officer or a duly licensed veterinarian that the animal is free from such a disease. The owner or persons harboring an animal under quarantine shall immediately notify animal control if such an animal becomes sick or dies during its period of confinement. If the animal dies during

the period of quarantine or impoundment, its head shall be sent to the State Department of Health and Social Services laboratory for examination.

B. As a result of the ineffectiveness of the rabies vaccine on hybrids, any animal that is purported to be hybrid shall not be placed into quarantine. Such animals shall be immediately and humanely euthanized and submitted to the Department of Health and Social Services or a laboratory designated by the department for rabies testing. This practice is in accordance with the policy of the State of Alaska Department of Health and Social Services, Section of Epidemiology and Alaska Administrative Code Section 7 AAC 27.020. (Ord. 00-09 § 14: prior code § 4-43)

**6.20.040 Quarantine measures—Removal of animals with rabies prohibited—Disposition of animals with rabies.**

No person, knowing or suspecting that an animal has rabies, shall allow such animal to be taken off his premises or beyond the city without the written permission of the animal control officer. Every owner or other person upon ascertaining an animal is rabid shall immediately notify the department and such animal shall be either immediately killed or removed to the animal shelter. (Prior code § 4-44)

Section 7. This ordinance shall take effect immediately upon passage and approval by the Valdez City Council.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

CITY OF VALDEZ, ALASKA

\_\_\_\_\_  
Ruth E. Knight, Mayor

ATTEST:

\_\_\_\_\_  
Sheri L. Pierce, MMC, City Clerk

APPROVED AS TO FORM:

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Anthony S. Guerriero, City Attorney

First Reading:

Second Reading:

Adoption:

Yeas:

Noes:

Absent:

Abstaining:



Legislation Text

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**File #:** RES 18-0001, **Version:** 1

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**ITEM TITLE:**

#18-01 - Accepting the 2017-2018 EMPG Grant in the Amount of \$24,750 from the Division of Homeland Security and Emergency Management and Approving its Expenditure

**SUBMITTED BY:** Martha Barberio, Economic Development Director, Acting Emergency Manager

**FISCAL NOTES:** Expenditure

Required: N/A

Unencumbered Balance: N/A

Funding Source: Grant from the Alaska Division of Homeland Security and Emergency Management {ADHS&EM}

**RECOMMENDATION:**

City Council Acceptance of the 2017- 2018 EMPG Grant in the amount of \$24,750.00 from the Division of Homeland Security and Emergency Management and Approve its Expenditures.

**SUMMARY STATEMENT:**

The City of Valdez does not currently have an Emergency Manager. This funding will help the City of Valdez in training a single point of contact to coordinate Emergency Management roles and responsibilities.



THE STATE  
of **ALASKA**  
GOVERNOR BILL WALKER

Department of Military and  
Veterans Affairs

Division of Homeland Security  
and Emergency Management

P.O. Box 5750  
JBER, AK 99505-0750  
Main: 907.428.7000  
Fax: 907.428.7009  
www.ready.alaska.gov



August 28, 2017

Elke Doom, City Manager  
City of Valdez  
PO Box 307  
Valdez, AK 99686

RE: 2017 Emergency Management Performance Grant, EMS-2017-EP-00002-S01  
State Grant No.: 20EMPG-GY17

Certified Mail: 9171 9690 0935 0145 1850 03

Dear Ms. Doom:

We received funds from the Federal Emergency Management Agency (FEMA) under the 2017 Emergency Management Performance Grant (EMPG). We are pleased to award the City of Valdez the amount of \$24,750.00 under this grant.

EMPG performance includes but is not limited to the following:

- Accomplishment of activities identified in the jurisdiction's 2017 EMPG Work Plan.
- Update or completion of the Alaska Assessment.
- Required attendance at the State's multi-year Training and Exercise Plan Workshop (TEPW), to be held in conjunction with the 2018 Preparedness Conference, and development of a local jurisdiction Multi-Year Training and Exercise Plan to be submitted to us at the TEPW.
- EMPG-funded personnel should make every attempt to participate in no less than three exercises during the performance period. Exercises may be discussion-based (seminars, workshops, tabletop simulations), or operations-based (drills, functional exercises, full scale exercises). Sponsored opportunities by us may be available during the performance period to meet the requirement. Real world events may not always count as exercise participation.
- Continued utilization and work towards adoption and implementation of the National Incident Management System (NIMS). The Alaska Assessment is the required means to report NIMS adoption and implementation.
- Complete the FEMA Independent Study Professional Development Series.
- Timely quarterly progress report submissions.
- Dollar-for-dollar, in-kind match.

EMPG funding allocations to local jurisdictions are a direct result of continued reporting on actual funds spent at the local level on emergency management activities. With that in mind, we

Ms. Doom  
August 28, 2017  
Page 2 of 2

encourage reporting all funds spent on emergency management activities even if they exceed the required match.

Enclosed are two pre-signed Obligating Award Documents (OAD). Please review the information for accuracy. Please sign both documents, keep one original for your records, and return the other original within 30 days of jurisdiction receipt to:

State Administrative Agency Point of Contact  
PO Box 5750  
JBER, AK 99505

If the OAD cannot be returned within 30 days due to local jurisdiction policies, a Notice of Intent to Accept Grant Award form must be submitted. The form and instructions are available for download on our Grants website, <http://ready.alaska.gov/grants>.

If signatory points of contact have changed since submittal of the application, please complete and return a Signatory Authority Form with the signed OAD. The Signatory Authority Form is available for download on our Grants website. If needed, electronic payment enrollment forms are also available upon request.

If you have any questions, please contact the Division Project Manager for this grant, Kelly Isham, at (907) 428-7078 or by email at [kelly.isham@alaska.gov](mailto:kelly.isham@alaska.gov).

Sincerely,



Michael J. Sutton  
Deputy Director

Enclosure(s): (2 originals) Obligating Award Document  
Project Budget Details Report

cc: Tracy Raynor, Jurisdiction Project Manager  
Brian Carlson, Jurisdiction Chief Financial Officer

# Project Budget Details Report

2017 Emergency Management Performance Grant / EMPG

Valdez, City of

Reported Category = ALL. Reported Revision = 0 of 0.

<u>PBD#</u>	<u>Expense Category</u>	<u>Solution Area</u>	<u>Discipline</u>	<u>Qty</u>	<u>Budgeted Cost</u>	<u>PBD# Amt Spent</u>	<u>PBD# Balance</u>
1	Plan.Org	Prog: Dev,Coord,Imp,Eval	EMA				
					<i>State</i>		
					<i>Federal</i>	\$24,750.00	\$24,750.00
<b>EHP</b>		<b>Item:</b>					
<input type="checkbox"/> EHP		Salary & Benefits					
<b>Description</b>		Sue Moeller, Emergency Manager					

Adjusted Grant Award

<i>State</i>	
<i>Federal</i>	\$24,750.00

Total Budgeted Allocated (Fed & State)

\$24,750.00

PBD Total Allocations:

<i>State</i>	
<i>Federal</i>	\$24,750.00
<b>Total Expenses:</b>	
<i>State</i>	
<i>Federal</i>	

Summary Balance: *State*

*Federal* \$24,750.00

PBD Non-Budgeted Funds: \$0.00

<b>State of Alaska</b> <b>Division of Homeland Security and Emergency Management</b> Under US Department of Homeland Security Federal Emergency Management Agency Grant Programs Directorate					Page 1 of 7 FEDERAL AWARD DATE August 08, 2017 FEDERAL GRANT PROGRAM 2017 emergency Management Performance Grant		
<b>OBLIGATING AWARD DOCUMENT</b>					FEDERAL GRANT NUMBER EMS-2017-EP-00002-S01 CFDA: 97.042		
RECIPIENT NAME AND ADDRESS  City of Valdez PO Box 307 Valdez, AK 99686		PERFORMANCE PERIOD FROM: July 01, 2017 TO: June 30, 2018		AMENDMENT AMENDMENT #: # EFFECTIVE DATE:		AWARD AMOUNT \$24,750.00 STATE PROGRAM NUMBER 20EMPG-GY17	
DUNS NUMBER 067654202 EIN 92-6000143		FUNDING ALLOCATION ORGANIZATION \$24,750.00 PLANNING TRAINING EXERCISE EQUIPMENT					
METHOD OF PAYMENT Electronic							
PURPOSE OF AWARD <b>Federal Awarded Amount, Organization Funds: \$24,750.00</b> <b>Minimum Required Local Match, Organization Funds: \$24,750.00</b> <b>Total Program Amount: \$49,500.00</b>  The attached Project Budget Details is the funding allocation. Grant program guidelines and federal, state, and local contracting and procurement compliance requirements apply.							
GRANT TERMS AND CONDITIONS  All previous Grant Terms and Conditions still apply.				GRANT REQUIREMENTS, ASSURANCES AND AGREEMENTS (all previous Grant Requirements, Assurances and Agreements still apply) The acceptance of a grant from the United States government creates a legal duty on the part of the recipient to use the funds or property made available in accordance with the conditions of the grant. [GAO Accounting Principles and Standards for Federal Agencies, Chapter 2, Section 16.8(c)]			
SPECIAL CONDITIONS (Grant funds cannot be expended until these conditions have been met. See Obligating Award for details) None							
AGENCY INFORMATION							
ADDRESS Division of Homeland Security and Emergency Management PO Box 5750 JBER, AK 99505-5750		WEBSITE <a href="http://ready.alaska.gov">http://ready.alaska.gov</a>		EMAIL <a href="mailto:mva.grants@alaska.gov">mva.grants@alaska.gov</a>		PHONE 907-428-7000	
		FAX 907-428-7009					
STATE PROJECT MANAGER Kelly Isham		PHONE (907) 428-7078		FAX (907) 428-7009		EMAIL <a href="mailto:kelly.isham@alaska.gov">kelly.isham@alaska.gov</a>	
AGENCY APPROVAL				RECIPIENT ACCEPTANCE			
NAME AND TITLE OF APPROVING AGENCY OFFICIAL Michael J. Sutton, Deputy Director				NAME AND TITLE OF AUTHORIZED RECIPIENT OFFICIAL Elke Doom, City Manager			
SIGNATURE OF APPROVING AGENCY OFFICIAL 				SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL 			
DATE 8/25/17				DATE 11/30/17			
FOR STATE USE ONLY							
Division File Number:		17 EMPG 1.6.9.13			Date Returned		
Fund	Unit	AR Unit	Object	Activity	Function	Program	PPC
1004	200 1	090000200	7001	2012	17 EMPG VDZ	2EMPG2017	GYEMPG

## Program Requirements

(A) Monies may not be obligated outside of the time period as stated on the grant document. An obligation occurs when funds are encumbered, as with a purchase order and/or commitment of salaries and benefits. All obligated and encumbered funds must be liquidated within 45 days of the end of the performance period (unless otherwise specified in the Program Terms and Conditions) when the *Final Performance Progress Reports* are due.

(B) The signature of the signatory officials on this award certifies that all financial expenditures, including all supporting documentation submitted for reimbursement, have been incurred by the jurisdiction, and are eligible and allowable expenditures consistent with the grant guidelines for this project. The jurisdiction shall follow the financial management requirements imposed on them by the Division of Homeland Security and Emergency Management (DHS&EM).

(C) The signature of the signatory officials on this award attests to the jurisdiction's understanding, acceptance, and compliance with Acknowledgement of Federal Funding; Lobbying; Debarment, Suspension and other responsibility matters; Drug-free Workplace; Conflict of Interest, and Non-Supplanting certifications. Federal funds will not be used to supplant state or local funds. Federal funds may be used to supplement existing funds to augment program activities, and not replace those funds which have been appropriated in the budget for the same purpose. Potential supplanting may be the subject of application and pre-award, post-award monitoring, and audit. Any cost allocable to a particular Federal award or cost objectives under the principles provided for in 2 CFR Part 200, subpart E, may not be charged to other Federal awards to overcome fund deficiencies.

(D) The jurisdiction shall ensure the accounting system used allows for separation of fund sources. These grant funds cannot be commingled with funds from other federal, state or local agencies, and each award is accounted for separately.

(E) The jurisdiction shall comply with the requirements under 2 CFR 25.110, to maintain and keep jurisdiction information current within the System of Award Management (SAM). Also the jurisdiction has the requirement to be non-delinquent to the Federal government as required in OMB Circular A-129.

(F) The jurisdiction shall comply with Federal Laws and Regulations: *Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Age Discrimination Act of 1975, Americans with Disabilities Act of 1990. Per Executive Order 13166*, the jurisdiction will take reasonable steps to ensure Limited English Proficient (LEP) persons have meaningful access to its programs and activities. The jurisdiction is required to comply with any applicable provisions of the Buy American Act (41 U.S.C. Sections 8301 – 8305). *Executive Order 13347 Individuals with Disabilities in Emergency Preparedness* requires government to support safety and security for individuals with disabilities in situations involving disasters, including earthquakes, tornadoes, fires, floods, hurricanes, and acts of terrorism. *Executive Order 13224* prohibits transactions with and support to organizations associated with terrorism. Energy Policy and Conservation Act, National Environmental Policy Act (NEPA) of 1969 and the Coastal Wetlands Planning, Protection, and Restoration Act of 1990 (as applicable.) The USA PATRIOT Act of 2001, Trafficking Victims Protection Act of 2000, Hotel and Motel Fire Safety Act of 1990, and the Fly America Act of 1974. Subrecipients who collect Personally Identifiable Information (PII) are required to have a publically available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. All recipients must comply with statutory requirement for whistleblower protections (if applicable) at 10 U.S.C 2409, 41 U.S.C 4712, and 10 U.S.C 2324, 41 U.S.S 4304 and 4310. All recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R Part 19 and other applicable statutes, regulations, and guidance governing the participants of faith-based organizations in individual DHS programs.

(G) The jurisdiction certifies that it has an *Affirmative Action Plan/Equal Employment Opportunity Plan*. An *EEOP* is not required for subrecipients of less than \$25,000.00 or fewer than 50 employees.

(H) The jurisdiction certifies that its employees are eligible to work in the U.S. as verified by Form I-9, Immigration & Naturalization Service Employment Eligibility.

(I) It is the responsibility of the jurisdiction as the subrecipient of these federal funds to fully understand and comply with the requirements of:

1. Administrative requirements

2 CFR Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*  
[http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)

2. Cost Principles

2 CFR Part 200 Subpart E *Cost Principles*  
<http://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=a470d16f3403a225479f2a8a6c7c4058&n=pt2.1.200&r=PART&ty=HTML#sp2.1.200.e>

3. Audit Requirements

2 CFR Part 200 *Subpart F Audit Requirements*  
<http://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=a470d16f3403a225479f2a8a6c7c4058&n=pt2.1.200&r=PART&ty=HTML#sp2.1.200.f>

- A. Federal: The applicant agrees that, as a condition of receiving any federal financial assistance, a Single audit of those federal funds will be performed, if required by law, and further agrees it will comply with all applicable audit requirements.
- B. State: If the applicant is an entity that received state financial assistance the applicant shall submit to the State coordinating agency, within one year after the end of the audit period, an annual audit report covering the audit period as required by 2 AAC 45.010.

14. SAFECOM

All recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

15. All recipients must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

16. State Requirements

Alaska State Procurement Code AS 36.30, AS36.30.005–.030 [www.state.ak.us/local/akpages/ADMIN/dqs/docs/as3630.doc](http://www.state.ak.us/local/akpages/ADMIN/dqs/docs/as3630.doc)  
Alaska Administrative Code Title 2 Chapter 12, 2 AAC 12.74. <http://www.legis.state.ak.us/cgi-bin/folioisa.dll/aac>  
Alaska Administrative Manual <http://doa.alaska.gov/dof/manuals/aam/index.htm>

Personnel Costs: Payroll reports signed and certified by the chief financial officer that capture the employee name, position, coded allocation to the project, amount paid, are acceptable or the submission of timesheets with name/wage/hours and cost allocation identified and copies of the corresponding pay warrants. Completion of the *Optional Financial Work Sheet for Identifying & Certifying Program Costs Worksheet* available at <http://ready.alaska.gov/grants.htm> may be submitted in lieu of the above documentation for reimbursement of personnel costs. Staff may not self-certify their own time and wages. The City of Valdez shall retain all supporting payroll records including time and attendance records signed by the employee and supervisor and copies of warrants as per the Recordkeeping Requirements in Section H.

**(G) Record Keeping Requirements:** Grant financial and administrative records shall be maintained for a period of three (3) years following the date of the closure of the grant award, or audit if required. Time and effort, personnel and payroll records for all individuals reimbursed under the award must be maintained.

**(H) DHS Access:** The jurisdiction shall keep all records, accounts, documents, information, facilities and staff available for DHS access as required per DHS Specific Acknowledgements and Assurances.

**(I) Performance Measures:** Quarterly *Performance Progress Reports* shall demonstrate performance and progress relative to all-hazards, emergency management operations staffing, and other tasks in support of emergency management. Staffing activities must be linked to achieving goals outlined in the Emergency Management Performance Grant (EMPG) Work Plan.

**(J) Subrecipient Monitoring Policy:** DHS&EM reserves the right to periodically monitor, review, and conduct analysis of the City of Valdez's financial, programmatic and administrative policies and procedures such as, accounting for receipts and expenditures, cash management, maintaining adequate financial records, means of allocating and tracking costs, contracting and procurement policies and records, payroll records and means of allocating staff costs, property/equipment management system(s), progress of project activities, etc. Periodic monitoring is required to ensure that program goals, objectives, timelines, budgets and other related program criteria are being met. This may include desk and field audits. Technical assistance is available from DHS&EM staff. The *Subrecipient Monitoring Policy* is available at <http://ready.alaska.gov/grants>

**(K) Penalty for Non-Compliance:** For the reasons listed below, special conditions may be imposed, reimbursements may be partially or wholly withheld, the award may be wholly or partly suspended or terminated, or future awards, reimbursements and award modifications may be withheld. DHS&EM may institute the following, but is not limited to, withholding authority to proceed to the next phase of a reimbursement, requiring additional or more detailed financial reports, additional project monitoring, and/or establish additional prior approvals. DHS&EM shall notify the City of Valdez of its decision in writing stating the nature and the reason for imposing the conditions/restrictions, the corrective action required and timeline to remove them, and the method of requesting reconsideration of the imposed conditions/restrictions. The City of Valdez must respond within five (5) days of receipt of notification.

1. Unwillingness or inability to attain program goals
2. Unwillingness or inability to adhere to Special Conditions
3. Failure or inability to adhere to grant guidelines and federal compliance requirements
4. Improper procedures regarding contracts and procurements
5. Inability to submit reliable and/or timely reports
6. Management systems that do not meet federally required management standards

**(L) Termination for Cause:** If performance is not occurring as agreed, the award may be reduced or terminated without compensation for reduction or termination costs. DHS&EM will provide five (5) days notice to City of Valdez stating the reasons for the action, steps taken to correct the problems, and the commencement date of the reduction or termination. DHS&EM will reimburse City of Valdez only for acceptable work or deliverables, necessary and allowable costs incurred through the date of reduction or termination. Final payment may be withheld at the discretion of DHS&EM until completion of a final DHS&EM review.

**(M) Termination for Convenience:** Any program may be terminated upon convenience, in whole or in part, for the convenience of the government. The Department of Homeland Security FEMA and DHS&EM, by written notice, may terminate this grant, in whole or in part, when it is in the government's interest. Allowable costs obligated and/or incurred through the date of termination shall be reimbursed.

**(N)** The City of Valdez understands FEMA reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for federal government purposes: (a) the copyright in any work developed under this award; and (b) any rights of copyright to which City of Valdez purchases ownership with federal support. The City of Valdez agrees to consult with DHS&EM and FEMA regarding any patent rights that arise from, or are purchased with this funding. The jurisdiction also agrees to obtain DHS's approval through DHS&EM for any DHS seal (s), logos, crests or flags used in association with federal grants.

**(O)** As a condition of receiving FFY 2017 EMPG funding, the City of Valdez must ensure and maintain adoption and implementation of National Incident Management System (NIMS). The Alaska Assessment is the required means to report NIMS adoption and implementation.

**(P)** The City of Valdez must update or complete the Alaska Assessment by December 31, 2017.

**(Q)** The City of Valdez must attend the 2018 Preparedness Conference.

**(R)** The City of Valdez must attend the state's Multi-Year Training and Exercise Plan Workshop (TEPW) Workshop, to be held in conjunction with the 2018 Preparedness Conference and develop a local jurisdiction Multi-Year Training and Exercise Plan (TEP) to be submitted to DHS&EM at the TEPW.



**STATE OF ALASKA**  
**Division of Homeland Security and Emergency Management**

**FINANCIAL PROGRESS REPORT**  
**EMERGENCY MANAGEMENT**  
**PERFORMANCE GRANT (EMPG)**  
**PROGRAM**

The information provided will be used by the grantor agency to monitor grantee cash flow, grantee performance and project implementation to ensure proper use of Federal funds. No further monies or other benefits may be paid out under this program unless this report is completed and filed as required. All reimbursement requests must be accompanied by supporting documentation such as copies of invoices, delivery receipts, timesheets, certified payroll reports, warrants, contracts, etc.

1. GRANTEE NAME AND ADDRESS		2. STATE GRANT NUMBER	3. REPORT NO.
		4. REPORTING PERIOD (Dates) FROM:	TO:
5. GRANT AMOUNT \$0.00	6. TYPE OF REQUEST REGULAR <input type="checkbox"/> SPECIAL <input type="checkbox"/>		<b>FINAL Expenditures may be submitted as REGULAR with FINAL Narrative Progress Report</b>
7. NAME AND TITLE OF PROJECT MANAGER		8. SIGNATURE OF PROJECT MANAGER	9. DATE

10.	TOTAL
<b>A) Total Grant Award Amount</b>	
<b>B) Previously Reported Match</b>	
<b>C) Total Reimbursement Requested to Date</b>	
<b>D) Total Payments Received to Date</b>	
<b>E) Total Expenditures This Quarter Including Match</b>	
<b>F) Reimbursement Requested This Quarter</b>	
<b>G) Local Match [E-F=G]</b>	\$0.00
<b>I) Grant Amount Remaining [A-(D+F)=I]</b>	\$0.00
<b>J) Total Grant Funds Encumbered This Quarter</b>	
<b>K) Grant Balance Not Reimbursed or Encumbered [I-J=K]</b>	\$0.00

11. <b>CERTIFICATION BY GRANTEE</b> I certify the financial expenditures submitted for reimbursement with this report, including supporting documentation, are eligible and allowable expenditures consistent with the project goals and objectives and grant guidelines, have not been previously requested, and that payment is due.	12. <b>DATE REPORT APPROVED</b>
13. <b>Signature of Chief Financial Officer</b>  May 2017	

**Alaska Division of Homeland Security and Emergency Management (DHS&EM)  
Emergency Management Performance Grant (EMPG)  
Quarterly Performance Progress Report**

Jurisdiction:		State Grant Number:		DUNS:		Reporting Period: Select from drop-down	
				EIN:			
Date of Report:				Final Report: Select from drop-down			
<b>Certification:</b> I certify to the best of my knowledge and belief that this report is correct and complete for the performance of activities for the purposes set forth in the award documents.							
Typed or Printed Name of Project Manager				Telephone Number			
Signature of Project Manager				Email Address			
Typed or Printed Name of Signatory Official				Telephone Number			
Signature of Signatory Official				Email Address			
<b>A. State EMPG Requirements:</b>						Status	
Jurisdictions may be required to provide a spending plan to DHS&EM if at least 45% of awarded funds are not expended						<input checked="" type="checkbox"/> - Not Applicable <input type="checkbox"/> - Complete	
Update of jurisdiction's Alaska Assessment to be completed by December 31.						<input checked="" type="checkbox"/> - In progress <input type="checkbox"/> - Complete	
Develop a local jurisdiction multi-year Training and Exercise Plan (TEP) to be submitted to DHS&EM at the Training and Exercise Plan Workshop (TEPW).						<input checked="" type="checkbox"/> - In progress <input type="checkbox"/> - Complete	
Participate in the state Multi-Year Training and Exercise Plan Workshop (TEPW) to be held in conjunction with DHS&EM's spring Bi-Annual Preparedness Conference.						<input checked="" type="checkbox"/> - In progress <input type="checkbox"/> - Complete	
Jurisdictions EMPG personnel must complete the FEMA Independent Study Program (ISP) Professional Development Series (PDS) by June 28.						<input checked="" type="checkbox"/> - In progress <input type="checkbox"/> - Complete	
<b>B. EMPG Grant Assurances</b>						Status	
Must ensure federally funded preparedness assistance programs reflect and support National Incident Management System (NIMS) implementation, and must be in full NIMS compliance by having adopted the required compliance. The Alaska Assessment will be the required means to report NIMS compliance.						<input checked="" type="checkbox"/> - In progress <input type="checkbox"/> - Complete	
<b>Instructions for completing Progress Indicators:</b> Review the work plan that was submitted and approved for the award of the EMPG grant. In the space provided under 'C. Progress Indicators' you <b>MUST provide supporting status narrative for each in progress or completed item</b> and identify the individual(s) who accomplished the work. The indicated activities must support the hours reported on the quarterly financial report.							

Alaska DHS&EM  
 QUARTERLY EMPG PERFORMANCE PROGRESS REPORT

<b>C. Progress Indicators</b>	
<b>Mitigation Plans</b>	<b>Insert Name</b>
<b>Conduct a hazard analysis and risk assessment prior to mitigation plan development.</b>	
<input type="checkbox"/> - Not Applicable/ <input type="checkbox"/> - In progress / <input type="checkbox"/> - Complete	
<b>Develop or enhance all-hazards mitigation plans.</b>	
<input type="checkbox"/> - Not Applicable <input type="checkbox"/> - In progress / <input type="checkbox"/> - Complete	
<b>Emergency Management and Operation Plans</b>	<b>Insert Name</b>
<b>Modify existing incident management and emergency operations plans aligning them with the guidelines of Comprehensive Preparedness Guide 101 Version 2 (CPG 101 V2).</b>	
<input type="checkbox"/> - Not Applicable <input type="checkbox"/> - In progress / <input type="checkbox"/> - Complete	
<b>Modifying existing incident management and emergency operations plans.</b>	
<input type="checkbox"/> - Not Applicable/ <input type="checkbox"/> - In progress / <input type="checkbox"/> - Complete	
<b>Develop or enhance comprehensive emergency management plans.</b>	
<input type="checkbox"/> - Not Applicable/ <input type="checkbox"/> - In progress / <input type="checkbox"/> - Complete	
<b>Develop or enhance large-scale and catastrophic event incident plans.</b>	
<input type="checkbox"/> - Not Applicable/ <input type="checkbox"/> - In progress / <input type="checkbox"/> - Complete	

Alaska DHS&EM  
 QUARTERLY EMPG PERFORMANCE PROGRESS REPORT

Continuity and Administrative Plans	Insert Name
<b>Develop or enhance Continuity of Operation (COOP) and Continuity of Government (COG) plans.</b>	
<input type="checkbox"/> - Not Applicable/ <input type="checkbox"/> - In progress / <input type="checkbox"/> - Complete	
<b>Develop or enhance financial and administrative procedures for use before, during, and after disaster events in support of a comprehensive emergency management program.</b>	
<input type="checkbox"/> - Not Applicable/ <input type="checkbox"/> - In progress / <input type="checkbox"/> - Complete	
Whole Community Engagement and Planning	Insert Name
<b>Develop or enhance emergency management and operations plans to integrate citizen, volunteer, and other non-governmental organization resources and participation.</b>	
<input type="checkbox"/> - Not Applicable/ <input type="checkbox"/> - In progress / <input type="checkbox"/> - Complete	
<b>Provide training and other support as necessary to assist local jurisdictions to further develop preparedness through community, school, private sector, and business outreach.</b>	
<input type="checkbox"/> - Not Applicable/ <input type="checkbox"/> - In progress / <input type="checkbox"/> - Complete	
<b>Build new partnerships to expand planning and citizen capabilities.</b>	
<input type="checkbox"/> - Not Applicable/ <input type="checkbox"/> - In progress / <input type="checkbox"/> - Complete	
<b>Community-based plans to advance "whole community" security and emergency management.</b>	
<input type="checkbox"/> - Not Applicable/ <input type="checkbox"/> - In progress / <input type="checkbox"/> - Complete	

Alaska DHS&EM  
 QUARTERLY EMPG PERFORMANCE PROGRESS REPORT

Whole Community Engagement and Planning (Cont.)	Insert Name
<b>Public education and awareness on emergency management and preparedness.</b>	
<input type="checkbox"/> - Not Applicable/ <input type="checkbox"/> - In progress / <input type="checkbox"/> - Complete	
<b>Plans to foster public-private sector partnerships.</b>	
<input type="checkbox"/> - Not Applicable/ <input type="checkbox"/> - In progress / <input type="checkbox"/> - Complete	
<b>Brief civic groups and senior citizens on local hazards and family preparedness plans.</b>	
<input type="checkbox"/> - Not Applicable/ <input type="checkbox"/> - In progress / <input type="checkbox"/> - Complete	
<b>Conduct awareness, individual response training, and evacuation drills in schools.</b>	
<input type="checkbox"/> - Not Applicable/ <input type="checkbox"/> - In progress / <input type="checkbox"/> - Complete	
<b>Conduct workshops on the local Emergency Operations Plan (EOP) or Emergency Response Plan (ERP).</b>	
<input type="checkbox"/> - Not Applicable/ <input type="checkbox"/> - In progress / <input type="checkbox"/> - Complete	
<b>Arrange for disaster preparedness and response information to be included in utility bills, or as inserts in the local newspaper.</b>	
<input type="checkbox"/> - Not Applicable/ <input type="checkbox"/> - In progress / <input type="checkbox"/> - Complete	

Alaska DHS&EM  
 QUARTERLY EMPG PERFORMANCE PROGRESS REPORT

Whole Community Engagement and Planning (Cont.)	Insert Name
<b>Publish emergency preparedness information in the local telephone directory.</b>	
<input type="checkbox"/> - Not Applicable/ <input type="checkbox"/> - In progress / <input type="checkbox"/> - Complete	
<b>Prepare an emergency preparedness calendar for distribution throughout the community.</b>	
<input type="checkbox"/> - Not Applicable/ <input type="checkbox"/> - In progress / <input type="checkbox"/> - Complete	
<b>Work with Local Emergency Planning Committee (LEPC) (where LEPC exists).</b>	
<input type="checkbox"/> - Not Applicable/ <input type="checkbox"/> - In progress / <input type="checkbox"/> - Complete	
<b>Public education and awareness.</b>	
<input type="checkbox"/> - Not Applicable/ <input type="checkbox"/> - In progress / <input type="checkbox"/> - Complete	
<b>Develop or formalize agreements through letters or memorandums of understanding (MOU) to clarify mutual expectations, if existing, with local agencies or private organizations that can assist with emergency planning preparation, response, or recovery</b>	
<input type="checkbox"/> - Not Applicable/ <input type="checkbox"/> - In progress / <input type="checkbox"/> - Complete	
<b>Develop intra-state mutual aid agreements that encourage building partnerships across all levels of government, tribal organizations, non-governmental organizations, and private entities in neighboring jurisdictions.</b>	
<input type="checkbox"/> - Not Applicable/ <input type="checkbox"/> - In progress / <input type="checkbox"/> - Complete	

Alaska DHS&EM  
 QUARTERLY EMPG PERFORMANCE PROGRESS REPORT

Whole Community Engagement and Planning (Cont.)	Insert Name
<b>Program evaluations.</b>	
<input type="checkbox"/> - Not Applicable/ <input type="checkbox"/> - In progress / <input type="checkbox"/> - Complete	
Resource Management Planning	Insert Name
<b>Develop or enhance logistics and resource management plans.</b>	
<input type="checkbox"/> - Not Applicable/ <input type="checkbox"/> - In progress / <input type="checkbox"/> - Complete	
<b>Develop or enhance volunteer and donations management plans.</b>	
<input type="checkbox"/> - Not Applicable/ <input type="checkbox"/> - In progress / <input type="checkbox"/> - Complete	
Evacuation Planning	Insert Name
<b>Develop or enhance evacuation plans, including plans for: alerts and warning, crisis communications, pre-positioning of equipment for areas potentially impacted by mass evacuations, sheltering, and re-entry.</b>	
<input type="checkbox"/> - Not Applicable/ <input type="checkbox"/> - In progress / <input type="checkbox"/> - Complete	
Pre-Disaster Recovery Planning	Insert Name
<b>Disaster housing plans: such as create or support a local disaster housing task force and develop or enhance local disaster housing plans.</b>	
<input type="checkbox"/> - Not Applicable/ <input type="checkbox"/> - In progress / <input type="checkbox"/> - Complete	
<b>Pre-event response, recovery, and mitigation plans in coordination with state, local, and tribal governments.</b>	
<input type="checkbox"/> - Not Applicable/ <input type="checkbox"/> - In progress / <input type="checkbox"/> - Complete	

Alaska DHS&EM  
 QUARTERLY EMPG PERFORMANCE PROGRESS REPORT

Pre-Disaster Recovery Planning (Cont.)	Insert Name			
<b>Develop and enhance other response and recovery plans.</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="height: 15px;"> </td></tr> <tr><td style="height: 15px;"> </td></tr> <tr><td style="height: 15px;"> </td></tr> </table>			
<input type="checkbox"/> - Not Applicable/ <input type="checkbox"/> - In progress / <input type="checkbox"/> - Complete				
Recovery Planning	Insert Name			
<b>Develop or enhance long-term recovery plans.</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="height: 15px;"> </td></tr> <tr><td style="height: 15px;"> </td></tr> <tr><td style="height: 15px;"> </td></tr> </table>			
<input type="checkbox"/> - Not Applicable/ <input type="checkbox"/> - In progress / <input type="checkbox"/> - Complete				
Training and Exercise	Insert Name			
<b>Develop, update, enhance, or conduct exercise activities.</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="height: 15px;"> </td></tr> <tr><td style="height: 15px;"> </td></tr> <tr><td style="height: 15px;"> </td></tr> </table>			
<input type="checkbox"/> - Not Applicable/ <input type="checkbox"/> - In progress / <input type="checkbox"/> - Complete				
<b>Develop, update, enhance, or conduct training activities.</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="height: 15px;"> </td></tr> <tr><td style="height: 15px;"> </td></tr> <tr><td style="height: 15px;"> </td></tr> </table>			
<input type="checkbox"/> - Not Applicable/ <input type="checkbox"/> - In progress / <input type="checkbox"/> - Complete				
Additional EMPG Program Related Activity	Insert Name			
<b>Additional EMPG program eligible activity described within the EMPG work plan.</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="height: 15px;"> </td></tr> <tr><td style="height: 15px;"> </td></tr> <tr><td style="height: 15px;"> </td></tr> </table>			

## Alaska Division of Homeland Security and Emergency Management

### 2017 Application for Emergency Management Performance Grant (EMPG) Funds

Please contact DHS&EM Planning [mva.dhsem.plans@alaska.gov](mailto:mva.dhsem.plans@alaska.gov) or 907-428-7078 if you have any questions regarding this application.

Jurisdiction:	City of Valdez		
EMPG Status	<input type="checkbox"/> Current EMPG Program participant <input checked="" type="checkbox"/> New EMPG Program applicant	Total Amount Requested	<b>\$ 24,750.00</b>

**1. Briefly explain why these funds are needed to support the emergency manager(s) or coordinator(s) position.**

The City of Valdez currently does not have a dedicated position for Emergency Manager. The funding would allow the City to have a single person to coordinate the emergency manage roles and responsibilities.

**2. Select descriptions that best describes the status of the emergency manager(s) or coordinator(s).**

- Full-time, permanent staff whose primary responsibility is as the emergency manager or coordinator
- Emergency manager or coordinator duties are assigned to full-time staff with other significant duties
- Emergency manager or coordinator is a part-time, or seasonal position, or contracted
- Emergency manager or coordinator duties are assumed as needed by other staff or elected officials

**3. List the name and position of each staff member whose position is funded through the EMPG Program, or used as EMPG Match. Check and notate to the right, the month and year the required EMPG training courses were completed. For more information on the required courses, see pages 9-10 of the local grant guidance. If not yet completed, leave blank.**

Local EMPG Program Funded Staff	Indicate whether Full-time or Part-time Staff		If Part-time indicate number of hours worked per week		
<b>Name:</b> Sue Moeller	<b>Select Item</b>				
<b>Position:</b> Emergency Manager					
<b>Required Training</b>	<input type="checkbox"/> IS 100.b	<input type="checkbox"/> IS 200.b	<input type="checkbox"/> IS 700.a	<input type="checkbox"/> IS 800.b	<input type="checkbox"/> IS 120.a
<input checked="" type="checkbox"/> IS 230.d	<input checked="" type="checkbox"/> IS 235.b	<input checked="" type="checkbox"/> IS 240.b	<input checked="" type="checkbox"/> IS 241.b	<input checked="" type="checkbox"/> IS 242.b	<input checked="" type="checkbox"/> IS 244.b
<b>Name:</b>	<b>Select Item</b>				
<b>Position:</b>					
<b>Required Training</b>	<input type="checkbox"/> IS 100.b	<input type="checkbox"/> IS 200.b	<input type="checkbox"/> IS 700.a	<input type="checkbox"/> IS 800.b	<input type="checkbox"/> IS 120.a
<input type="checkbox"/> IS 230.d	<input type="checkbox"/> IS 235.b	<input type="checkbox"/> IS 240.b	<input type="checkbox"/> IS 241.b	<input type="checkbox"/> IS 242.b	<input type="checkbox"/> IS 244.b
<b>Name:</b>	<b>Select Item</b>				
<b>Position:</b>					
<b>Required Training</b>	<input type="checkbox"/> IS 100.b	<input type="checkbox"/> IS 200.b	<input type="checkbox"/> IS 700.a	<input type="checkbox"/> IS 800.b	<input type="checkbox"/> IS 120.a
<input type="checkbox"/> IS 230.d	<input type="checkbox"/> IS 235.b	<input type="checkbox"/> IS 240.b	<input type="checkbox"/> IS 241.b	<input type="checkbox"/> IS 242.b	<input type="checkbox"/> IS 244.b
<b>Name:</b>	<b>Select Item</b>				
<b>Position:</b>					
<b>Required Training</b>	<input type="checkbox"/> IS 100.b	<input type="checkbox"/> IS 200.b	<input type="checkbox"/> IS 700.a	<input type="checkbox"/> IS 800.b	<input type="checkbox"/> IS 120.a
<input type="checkbox"/> IS 230.d	<input type="checkbox"/> IS 235.b	<input type="checkbox"/> IS 240.b	<input type="checkbox"/> IS 241.b	<input type="checkbox"/> IS 242.b	<input type="checkbox"/> IS 244.b
<b>Name:</b>	<b>Select Item</b>				
<b>Position:</b>					
<b>Required Training</b>	<input type="checkbox"/> IS 100.b	<input type="checkbox"/> IS 200.b	<input type="checkbox"/> IS 700.a	<input type="checkbox"/> IS 800.b	<input type="checkbox"/> IS 120.a
<input type="checkbox"/> IS 230.d	<input type="checkbox"/> IS 235.b	<input type="checkbox"/> IS 240.b	<input type="checkbox"/> IS 241.b	<input type="checkbox"/> IS 242.b	<input type="checkbox"/> IS 244.b

**4. Briefly describe the method used to code or track funded staff time spent on emergency management activities charged to the grant and used to meet local match requirement.**

City of Valdez emergency management staff will itemize hours spent on emergency management activities on bi-weekly timesheets. Total personnel costs, including salary/wage, taxes, and benefits, will be derived from these itemized hours, and booked via payroll to the City's Emergency Management Reserve Fund. These costs will be further divided to reflect the precise Grant/Match allocation. These transactions fall under the City's annual financial and single audits, and are separately auditable by the Grantor.

**5. Complete the EMPG Annual Work Plan and attach to application.**

**Jurisdiction EMPG Point of Contact:**

**Name:** Sue Moeller

**Mailing address:** PO Box 307, Valdez, AK 99686

**Telephone number:** 907 835-3406

**Fax number:** 907 834-3411

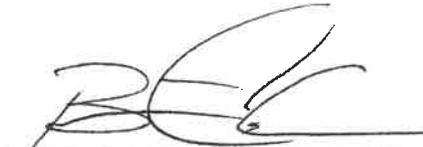
**Email address:** smoeller@ci.valdez.ak.us

**Authorization to Submit Application:**

By signature below the undersigned acknowledge they have been duly authorized by the jurisdiction to submit this application and will comply with the assurances, agreements, and special conditions set forth upon receipt of grant award.

**Jurisdiction Financial Officer:**

**Printed Name:** Brian Carlson

  
Signature

**Jurisdiction Signatory Official:**

**Printed Name:** Elke Doom

  
Signature

**Submit applications by fax or email to: Fax 907-428-7009, email [mva.grants@alaska.gov](mailto:mva.grants@alaska.gov)**

**Applications are due no later than 11:59 p.m. on  
June 02, 2017**

**Federal Fiscal Year 2017**  
**Emergency Management Program Grant Annual Work Plan**

<b>Jurisdiction:</b>	<b>City of Valdez</b>
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Check the boxes of the emergency management (EM) goals your jurisdiction's emergency management program plans to accomplish this grant performance period. Your jurisdiction will be required to report quarterly on your progress for each identified activity.

**Reminder:** The Alaska Division of Homeland Security and Emergency Management directs the local jurisdiction pass through EMPG funding can only be used for salary and benefits of the EM program individual(s) identified on the attached application. Only salary and benefits associated with the EM staff time used to achieve the emergency management goal can be reimbursed or used as local match through EMPG.

**A. 2017 EMPG State of Alaska Requirements:**

- Emergency Management Performance Grant mid-year grant review (Review by DHS&EM staff following second quarter report). Jurisdictions may be required to provide a spending plan to DHS&EM if at least 45% of awarded funds are not expended.
- Update of jurisdiction's Alaska Assessment to be completed by December 31, 2017. Jurisdiction's Alaska Assessment will be used towards the State of Alaska Threat and Hazard Identification and Risk Assessment (THIRA).
- Develop a local jurisdiction multi-year Training and Exercise Plan (TEP) to be submitted to DHS&EM at the Training and Exercise Plan Workshop (TEPW).
- Participate in the state multi-year Training and Exercise Plan Workshop (TEPW) to be held in conjunction with DHS&EM's spring Bi-Annual Preparedness Conference.
- EMPG personnel (funded and documented for match requirement) must complete IS 100, IS 200, IS 700, IS 800, and the FEMA Independent Study Program (ISP) Professional Development Series (PDS) by June 28, 2017.

**B. 2017 EMPG Grant Assurances**

- Must ensure federally funded preparedness assistance programs reflect and support National Incident Management System (NIMS) implementation, and must be in full NIMS compliance by having adopted the required compliance. For FFY 2017, the Alaska Assessment will be the required means to report NIMS compliance.

**C. 2017 EMPG Grant Activities**

**Mitigation Plans**

- Conduct a hazard analysis and risk assessment prior to mitigation plan development
- Develop or enhance all-hazards mitigation plans

**Emergency Management and Operation Plans**

- Modify existing incident management and emergency operations plans aligning them with the guidelines of Comprehensive Preparedness Guide 101 Version 2 (CPG 101 V2)
- Modify existing incident management and emergency operations plans
- Develop or enhance comprehensive emergency management plans
- Develop or enhance large-scale and catastrophic event incident plans

**Continuity and Administrative Plans**

- Develop or enhance Continuity of Operation (COOP) and Continuity of Government (COG) plans
- Develop or enhance financial and administrative procedures for use before, during, and after disaster events in support of a comprehensive emergency management program

**Whole Community Engagement and Planning**

- Develop or enhance emergency management and operations plans to integrate citizen, volunteer, and other non-governmental organization resources and participation
- Provide training and other support as necessary to assist local jurisdictions to further develop preparedness through community, school, private sector, and business outreach
- Build new partnerships to expand planning and citizen capabilities
- Community-based plans to advance "whole community" security and emergency management

**Federal Fiscal Year 2017**  
**EMPG Annual Work Plan (continued)**

<b>Jurisdiction:</b>	<b>City of Valdez</b>
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- Public education and awareness on emergency management and preparedness
- Plans to foster public-private sector partnerships
- Brief civic groups and senior citizens on local hazards and family preparedness plans
- Conduct awareness, individual response training, and evacuation drills in schools
- Conduct workshops on the local Emergency Operations Plan (EOP) or Emergency Response Plan (ERP)
- Arrange for disaster preparedness and response information to be included in utility bills, or as inserts in the local newspaper
- Publish emergency preparedness information in the local telephone directory
- Prepare an emergency preparedness calendar for distribution throughout the community
- Work with Local Emergency Planning Committee (LEPC) (where LEPC exists)
- Public education and awareness
- Develop or formalize agreements through letters or memorandums of understanding (MOU) to clarify mutual expectations, if existing, with local agencies or private organizations that can assist with emergency planning preparation, response, or recovery
- Develop intra-state mutual aid agreements that encourage building partnerships across all levels of government, tribal organizations, non-governmental organizations, and private entities in neighboring jurisdictions
- Program evaluations

**Resource Management Planning**

- Develop or enhance logistics and resource management plans
- Develop or enhance volunteer and donations management plans

**Evacuation Planning**

- Develop or enhance evacuation plans, including plans for: alerts and warning, crisis communications, pre-positioning of equipment for areas potentially impacted by mass evacuations sheltering, and re-entry

**Pre-Disaster Recovery Planning**

- Disaster housing plans; such as create or support a local disaster housing task force and develop or enhance local disaster housing plans
- Pre-event response, recovery, and mitigation plans in coordination with State, local, and tribal governments
- Develop and enhance other response and recovery plans

**Recovery Planning**

- Develop or enhance long-term recovery plans

**Training and Exercise**

- Develop, update, enhance, or conduct exercise activities
- Develop, update, enhance, or conduct training activities

**Additional EMPG Program Related Activity**

- Additional EMPG program eligible activity described within the 2017 EMPG work plan

CITY OF VALDEZ, ALASKA

RESOLUTION NO. 18-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, AMENDING THE 2018 BUDGET IN THE EMERGENCY PREPAREDNESS FUND BY ACCEPTING A GRANT FROM THE ALASKA DIVISION OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT IN THE AMOUNT OF \$24,750 AND INCREASING THE APPROPRIATION IN THE EMERGENCY PREPAREDNESS ACCOUNT IN THE AMOUNT OF \$24,750 FOR THE EMERGENCY MANAGEMENT PERFORMANCE GRANT

WHEREAS, the Alaska Division of Homeland Security and Emergency Management has awarded a grant to the City of Valdez through the Emergency Management Performance Grant to enhance our capabilities to respond to all hazards: and

WHEREAS, the City was notified of the grant allocation totaling \$24,750 and intends to utilize these grant funds for salary, benefits and to train a single point of contact to coordinate Emergency Management roles and responsibilities.

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

Section 1. The City authorizes the acceptance of additional revenue for the EMPG Grant (350-5400-33115) in the amount of \$24,750.

Section 2. The City increases the appropriation for the EMPG Grant salaries and wages (350-5400-41100) in the amount of \$24,750.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 16th day of January, 2018.

CITY OF VALDEZ, ALASKA

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Ruth E. Knight, Mayor

ATTEST:

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Sheri L. Pierce, MMC, City Clerk



## Legislation Text

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**File #:** RES 18-0002, **Version:** 1

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**ITEM TITLE:**

#18-02 - Adopting an Alternate Allocation Method for the FY17 Shared Fisheries Business Tax Program and Certifying That This Allocation Method Fairly Represents the Distribution of Significant Effects of Fisheries Business Activity in FMA 16: Prince William Sound

**SUBMITTED BY:**

Jeremy Talbott MPE, Ports & Harbors Director

**FISCAL NOTES:**

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

**RECOMMENDATION:**

Approve Resolution #18-02 Adopting an Alternate Allocation Method for the FY18 Shared Fisheries Business Tax Program.

**SUMMARY STATEMENT:**

The purpose of the Shared Fisheries Business Tax Program is to provide for an annual sharing of fish tax (collected outside municipal boundaries) to municipalities that can demonstrate they suffered significant effects from fisheries business activities. This program is administered separately from the state fish tax sharing program administered by the Department of Revenue which shares fish tax revenues collected inside municipal boundaries. To be eligible for an allocation under this program, applicants must:

1. Be a municipality (city or borough); and
2. Demonstrate the municipality suffered significant effects as a result of fisheries business activity that occurred within its respective fisheries management area(s).

There is both a standard and alternate method for calculating the shared fisheries business tax. Under the Alternate Method, all incorporated jurisdictions within a management area can agree to a specific type of allocation that benefits each community. For years, Valdez has joined with the other communities in the Prince William Sound Management Area agreeing to equal distribution between

all three entities (Cordova, Whittier and Valdez).

CITY OF VALDEZ, ALASKA

RESOLUTION 18-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA ADOPTING AN ALTERNATE ALLOCATION METHOD FOR THE FY18 SHARED FISHERIES BUSINESS TAX PROGRAM AND CERTIFYING THAT THIS ALLOCATION METHOD FAIRLY REPRESENTS THE DISTRIBUTION OF SIGNIFICANT EFFECTS OF FISHERIES BUSINESS ACTIVITY IN FMA 16: PRINCE WILLIAM SOUND

WHEREAS, as 29.60.450 requires that for a municipality to participate in the FY18 Shared Fisheries Business Tax Program, the municipality must demonstrate to the Department of Commerce, Community & Economic Development that the municipality suffered significant effects during the calendar year 2016 from fisheries business activities; and

WHEREAS, 3 AAC 134.060 provides for the allocation of available program funding to eligible municipalities located within fisheries management areas as specified by the Department of Commerce, Community & Economic Development; and

WHEREAS, 3 AAC 134.070 provides for the use, at the discretion of the Department of Commerce, Community & Economic Development, of alternate allocation methods which may be used within fisheries management areas if all eligible municipalities within the area agree to use the method, and the method incorporates some measure of the relative significant effect of the fisheries business activity on the respective municipalities in the area; and

WHEREAS, the City Council of the City of Valdez, Alaska proposes an alternative allocation method for allocation of the FY18 funding available within the Fisheries Management Area 15: Prince William Sound in agreement with all other municipalities in this area participating in the FY18 Shared Fisheries Business Tax Program.

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

The City Council of the City of Valdez, Alaska, by this resolution certifies that the following alternate allocation method fairly represents the distribution of significant effects during 2016 of fisheries business activity in Fisheries Management Area 15: Prince William Sound: **All municipalities receive an equal share of the allocation.**

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 16<sup>th</sup> day of January 2018.

CITY OF VALDEZ, ALASKA

ATTEST:

\_\_\_\_\_  
Ruth E. Knight, Mayor

\_\_\_\_\_  
Sheri L. Pierce, MMC, City Clerk



## Legislation Text

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**File #:** RES 18-0003, **Version:** 1

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**ITEM TITLE:**

#18-03 - Adopting Terminal Tariff No. 100-18 and Terminal Rules & Regulations for the Port of Valdez

**SUBMITTED BY:** Jenessa Ables, Port Operations Manager

**FISCAL NOTES:**

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

**RECOMMENDATION:**

Approve Resolution No. 18-03 adopting Terminal Tariff No. 100-18 and Terminal Rules & Regulations for the Port of Valdez.

**SUMMARY STATEMENT:**

In 2017, Port staff worked with the International Association of Maritime and Port Executives to overhaul the Port of Valdez Terminal Tariff structure and contents, as well as create Terminal Rules & Regulations. While the current document is comprehensive in nature, modifications for ease of reference, additional provisions and an updated rates and fees schedule were identified as necessary through careful evaluation and investigation under professional consult and legal review.

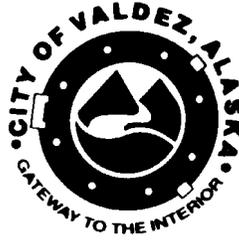
In addition to a complete tariff revision, a Terminal Rules & Regulations document was developed. This supporting document was established to promote safety, enhance security and address various operational needs of Port facilities.

Rate comparisons have been included with this Agenda Statement along with the proposed Port tariff and terminal rules and regulations.

Note: Terminal Tariff No. 100-18 and the Terminal Rules and Regulations were reviewed, amended and approved by the Ports & Harbor Commission on January 8, 2018. Recommended changes are included in the final tariff document and listed below:

- Rule I. D. - Port Office hours clarified as being Monday thru Friday.
- Rule I. K - Verification of City of Valdez business registration required.
- Rule III. D - Proof of insurance required.
- Rule III. P - Stack emissions additionally compliant with state and federal laws and permits.

- Rule V. N-O - Added provisions for storage of empty containers



**PORT OF VALDEZ  
TERMINAL TARIFF NO. 100-18  
TERMINAL TARIFF FMC-NO. 100-18  
FILED UNDER ATFI RULES CANCELS AND REPLACES  
PORT OF VALDEZ  
TERMINAL TARIFF FMC NO. 100-16**

**ISSUED BY**

**PORT OF VALDEZ  
P.O. BOX 307  
VALDEZ, ALASKA 99686**

**NAMING  
RULES, REGULATIONS, AND CHARGES  
APPLICABLE TO THE MOVEMENT OF CARGO  
THROUGH THE  
PORT OF VALDEZ  
AT  
VALDEZ, ALASKA**

**PHONE: (907) 835-4564  
WEBSITE: [www.ci.valdez.ak.us/port](http://www.ci.valdez.ak.us/port)**

**FAX: (907) 835-4479**

**APPROVED: January 16, 2018**

**EFFECTIVE: February 1, 2018**

**RESOLUTION: 15-54**

**FMC ORGANIZATION NUMBER 011898, CITY OF VALDEZ**

PORT OF VALDEZ P.O. BOX 307 VALDEZ, ALASKA 99686 PHONE: (907) 835-4564	TERMINAL TARIFF NO. 100-18	PAGE 2
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**REVISIONS**

Issued

February 1, 2018

Revision 1

Revision 2

Revision 3

Revision 4

Revision 5

Revision 6

Revision 7

Revision 8

Revision 9

Revision 10

FINAL DRAFT

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**RULE: I – GENERAL INFORMATION**

A. SCOPE: The rules, regulations, conditions, rates and/or charges set forth in this tariff shall include all facilities owned or managed by the City of Valdez, under the authority of the Port of Valdez and herein after referred to as the Port of Valdez. This tariff is supplemented by the Port of Valdez Terminal Rules and Regulations presently in effect.

B. APPLICABILITY: The rules, regulations, conditions, rates and/or charges set forth in this tariff shall apply to all vessels, agents, owners, masters, operators, truckers, contractors, suppliers, all other users and including natural persons, artificial persons, corporations, partnerships, organizations, associations, sovereigns, governments, nations, states, municipalities, their agents and instruments. Upon entry or docking at the terminal(s) by any person or vessel shall be regarded as constituting an agreement by such person or vessel to comply with the Port or Terminal Rules and Regulations. Persons entering the terminal shall do so at their own risk.

C. CONTACT- PORT OF VALDEZ, P.O. BOX 275, VALDEZ, AK 99686  
 (907) 835-4564

D. HOURS OF OPERATION: The facilities of the Port of Valdez operate 24 hours a day, 365 days per year. Administrative office hours are Monday thru Friday, 0830-1200 and 1300-1600 (8:30AM to 12:00 PM 1:00 PM to 4:00 PM) local time. The office is closed from 1200-1300 (12:00 PM to 1:00 PM) Monday thru Friday and on weekends. The Port reserves the right to close port facilities at its discretion for its convenience.

E. HOLIDAYS: For the purposes of this tariff, the following public holidays are observed by the Port of Valdez: New Year’s Day, Martin Luther King Jr. Day, President’s Day, Seward’s Day, Memorial Day, Independence Day, Labor Day, Alaska Day, Veteran’s Day, Thanksgiving Day and Christmas Day.

F. RIGHT TO ESTABLISH SUPPLEMENTAL CONTRACTS: The Port reserves the right to execute supplemental or separate contracts outside of this tariff, as approved by the Valdez City Council and subject to Federal Maritime Commission Rules, Regulations and Administrative procedures. Such contracts shall be consistent with the provisions of this tariff, however, where provisions of a separate contract differ, the terms and conditions of the contract shall supersede this tariff.

G. RIGHT TO ESTABLISH SUPPLEMENTAL RULES AND REGULATION: The Port of Valdez, through the Terminal Manager or designee, reserves the right to establish separate Terminal Rules and Regulations in addition to the provisions of this tariff which shall apply to all terminal(s) users and with the same authority and in the same manner as

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the tariff. Persons entering the Port of Valdez facilities shall constitute an agreement by such persons to comply with all Rules and Regulations of the Port of Valdez as published.

**H. RIGHT OF FINAL DECISION:** In the event of a dispute regarding any of the terms and conditions as stated in this tariff, supplemental rules and regulations or supplemental contracts, the decision of the Director of the Port of Valdez shall be final.

**I. ADDITIONAL COMPLIANCE:** Users of the Port of Valdez facilities are subject to federal, state and municipal regulations as applicable.

**J. SECURITY:** Users are advised that the maritime facilities of the Port of Valdez are subject to the federal security regulations under 33 CFR Part 105.

**K. LICENSE REQUIREMENT:** No business may be conducted on the terminal facilities associated with the Port of Valdez without a license issued by the Terminal Manager or designee and verification of business registration with the City of Valdez. License and permit fees are specified in the Rates and Charges section of this tariff.

**RULE: II – ABBREVIATIONS, SYMBOLS, DEFINITIONS**

**A. ABBREVIATIONS:** Abbreviations used in this tariff shall have the following meanings:

%	Per Cent	Lbs.	Pounds
BBL	Barrel	M	Thousand
BDL	Bundle	MBF	Thousand Board Feet
BDU	Bone Dry Unit	Meas.	Measurement
BF	Board Feet	NA	Not Applicable
CDC	Cargo Distribution Center	NOS	Not Otherwise Specified
CFS	Cargo Freight Station	OCP	Overland Common Point
Cu.Ft.	Cubic Feet	O.T.	Overtime
CWT	Hundredweight-100 lbs.	Pkg.	Package
CY	Container Yard	S.T.	Straight Time
FMC	Federal Maritime Commission	SU	Set Up
K	One Thousand	T	Ton, 2,000 pounds
KD	Knocked Down	Viz.	Specifically or Namely
KG	Kilograms	Wt.	Weight
KHW	Kilowatt Hour		

**B. DEFINITIONS.** The following terms as used in this tariff shall have the following meanings:

**BERTH:** Shall mean the area of water alongside a pier where a vessel is docked.

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**DEMURRAGE – PIER STORAGE:** Shall mean the charge assessed against cargo which remains on the pier after expiration of the free time allowed.

**DOCK:** Shall mean the docks comprised of the mooring area, apron, connecting ramps and immediate cargo handling area.

**DOCKAGE:** Shall mean the charge assessed vessels for docking at a wharf, pier, or for mooring to a vessel so docked, or for coming within a slip.

**FREE TIME:** Shall mean the specified number of days during which cargo may occupy space assigned to it on Port facilities without being subject to wharf demurrage or storage charges.

**HANDLING:** Shall mean the physical movement of cargo or persons as managed by personnel with or without mechanical means.

**HANDLING CHARGE:** Shall mean the charge assessed in performing loading or discharge of cargo between ship's tackle, or terminal's tackle, and place of rest on dock, truck, vessel or other conveyance.

**HAZARDOUS CARGO:** Shall mean any material as defined under 49 CFR Parts 171-179.

**LICENSE:** Shall mean a document issued by the Port Manager or designee granting permission to the licensee to conduct business on the facilities associated with the Port of Valdez.

**LIVESTOCK:** Shall mean any live animal such as cows, horses, sheep, goats, pigs, canines, caged birds and other creatures handled as cargo.

**LONGSHOREMAN:** Shall mean any person engaged in the handling of cargo.

**MANIFEST:** Shall mean any formal list of cargo loaded on or discharged from, or persons arriving on or embarking on a vessel including crew.

**OVERALL:** Shall mean the greatest distance between two points either above or below water.

**OVERSIDE CARGO HANDLING:** Shall mean shipments handled over the rail or deck edge of a vessel (overside) or vessels alongside dock where freight or cargo is transferred directly between vessels, but not using facilities of wharf in its transfer, or freight

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received by vessel or discharged into water, to barges, boats or other vessel, while vessel is berthed at dock.

PER DIEM: Shall mean a period of one day equivalent to 24 hours.

PIER: Shall mean the fixed structure along the water's edge to which a vessel may be tied up and moored.

SLIP: Shall mean a berth for smaller vessels.

STEVEDORE: Shall mean any management company or entity engaged in the management of the handling of cargo or passengers, on behalf of the vessel, at marine facilities.

TERMINAL: Shall mean all land, docks, piers, slips, wharves, ramps, piers bulkheads, dolphins, sea walls, buildings, warehouses, structures, ramps, roadways, and other infrastructure associated with the marine facilities owned by the City of Valdez.

TERMINAL MANAGER: Shall mean the Director of the Port of Valdez, or his/her designee.

TERMINAL OPERATOR: Shall mean a company or contractor permitted by the Port of Valdez to oversee and perform cargo and logistical services at terminal(s) as specified.

TON: Shall mean 2,000 pounds US.

VESSEL: Shall mean any craft, self-propelled or non-self-propelled, including commercial ships and boats, fishing boats, recreational boats, barges, skiffs, or similar craft.

WHARF: Shall mean the cargo handling area located on the terminal.

WHARFAGE: Shall mean the charge assessed against freight passing or conveyed over, onto or under wharves or between vessels or overside vessels when berthed at wharf or moored in slip adjacent to wharf; it is the charge for use of wharf and does not include charge for any other service.

**RULE: III – RULES AND REGULATIONS-GENERAL**

A. PUBLIC THOROUGHFARES: The port facilities of the City of Valdez are not public thoroughfares.

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**B. ACCESS TO PORT FACILITIES:** The Terminal Manager shall at all times have the right to refuse access to any dock or port facility by any person or vessel or to remove any vessel, person or cargo at any time from any dock or port facility. This right shall be reserved at all times to the Terminal Manager without responsibility for demurrage, loss or damage when:

1. Previous arrangements for use, space, receiving, or unloading have not been made with the Terminal Manager,
2. The vessel is unsafe or hazardous and may pose a risk to life or property,
3. The value of the vessel, in the opinion of the Terminal Manager, is less than the probable service charges and other charges related to its use of the dock or port facilities,
4. During periods of congestion, or in cases of emergency, when, in the judgment of the Terminal Manager, the circumstances then prevailing or likely to occur will prevent the dock or terminal facilities, or any portion of them, from providing customary services to the public,
5. Persons have violated federal, state, municipal or port regulations.

**C. LIABILITY FOR LOSS OR DAMAGE:** The Port will not be responsible for any loss or damage caused by fire, heat, dampness, leakage, the elements, evaporation, natural shrinkage, wastage or decay; animals, rats, mice, or other rodents; moths, weevils or other insects; leakage or discharge from fire protection systems, collapse of buildings, or structure; breakdown of plant or machinery or equipment; or by floats, logs, or polling required in breasting vessels away from wharf; nor will it be answerable for any loss, damage or delay arising from events of force majeure, insufficient notification or from way, insurrection, shortage of labor, combination strikes or riots of any persons in its employ or in the services of others or from any consequence arising therefrom.

**D. DAMAGE TO FACILITIES:** Vessels, their owners, agents and all other users of the Port are held liable for any damage to facilities resulting from their use. Vessels will be held responsible for damage done to the dock when landing, laying alongside or when leaving the dock. The Port reserves the right to repair, contract or cause to be repaired, any and all damages to docks, wharves, buildings, utilities and equipment caused by vessels, their owners and/or agents, stevedores or other parties and hold them responsible for payment. Proof of insurance must be provided to the Terminal Manager prior to utilizing Port facilities.

**E. RIGHT TO REFUSE CARGO:** The Terminal Manager shall at all times have the right to refuse to accept, receive, unload, or permit a vessel to discharge:

1. Cargo for which previous arrangements for space, receiving, unloading or handling has not been made with the Terminal Manager by the shipper, consignee or vessel.
2. Cargo not suitably packed for safe transportation.

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3. Cargo deemed by the Terminal Manager in the reasonable exercise of his discretion, to be offensive, perishable or hazardous. Hazardous cargo must have been prepared for shipment in accordance with the applicable Department of Transportation regulations (including, but not limited to, 49 CFR Parts 171-179).
4. Cargo, the value of which may, in the opinion of the Terminal Manager, be less than the probable service charges and other charges related to it.
5. Cargo, during a period of congestion, or in cases of emergency, when, in the judgment of the Terminal Manager, the circumstances then prevailing or likely to occur will prevent the docks or port facilities, or any portion of them, from providing customary service to the public.
6. Hazardous cargo not previously granted permission to be accommodated or mislabeled.
7. Prohibited cargo of a nature that may create a safety concern for the Port or when the Port is not properly equipped to handle such cargo.

F. **OFFENSIVE FREIGHT:** Hazardous or offensive freight, is subject to immediate removal either from the dock or port facilities or to other locations within premises with all expense and risk of loss or damage, for the account of owner, consignee or shipper, the Terminal Manager being liable for loss or damage only in case of lack of ordinary care.

G. **RIGHT TO REMOVE, TRANSFER, OR WAREHOUSE CARGO:** Freight remaining on wharf or wharf premises after expiration of free time, and freight shut out at time of clearance of vessel may be piled or re-piled to make space, transferred to other locations or receptacles within the wharf premises, or removed to public or private warehouses with all expense and risk of loss or damage for account of the owner, shipper, consignee or carrier as responsibility may appear, the Terminal Manager being liable for loss or damage only in case of lack of ordinary care.

H. **HAZARDOUS CARGO:** Notice shall be given to Terminal Manager of any vessel carrying cargo which is hazardous, extremely flammable, corrosive, explosive, or otherwise possesses a significant risk of harm to property or persons at least seventy-two (72) hours prior to landing or use of docks. The acceptance, handling or storage of explosives or excessively flammable material shall be subject to special arrangements with and permission of the terminal operator and governed by rules and regulations of Federal, State and local authorities. All hazardous cargo must be properly labeled in accordance with federal HAZMAT and international HAZCOM requirements. Failure to have proper labeling will result in cargo being refused entry into the terminal.

I. **OWNERS RISK:** Glass, liquids, and fragile articles will be accepted only at owner's or shipper's risk for breakage, leakage, or chafing, and except as otherwise provided in this tariff the Terminal Manager being liable for loss or damage only in case of lack of ordinary care. Freight in open storage on wharf platforms or ground is at owner's or

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shipper's risk for loss or damage. Timber and logs or lumber rafts, and all water craft, if and when permitted by Terminal Manager to be moored at moorage dolphins, wharf or alongside vessels, are at owner's or shipper's risk for loss or damage.

**J. LIVESTOCK:** The acceptance and handling of livestock shall be subject to special arrangements with Terminal Manager, and governed by rules and regulations of the Federal, State, and local authorities.

**K. OVERWEIGHT CARGO:** Users are held liable for all claims, losses, costs or expenses by reason of property damage, personal injury or death which may occur, directly or indirectly as the result of overweight or improperly stowed cargo, without regard as to whether such omissions be intentional or accidental.

**L. RIGHT TO BOARD VESSEL AND INSPECT:** The Terminal Manager may enter upon and inspect any vessel in berth at its terminal under the following conditions:

1. The Terminal Manager specifies this to determine the kind and quantity of cargo aboard,
2. To identify safety or security concerns, and
3. No person or persons shall hinder, molest or refuse entrance upon such vessel for a specific purpose which must be noted.

**M. RIGHT TO MOVE VESSEL:** The Port may order a vessel to move to such a place as directed at the vessel's expense when in the opinion of the Terminal Manager or designee:

1. It is necessary for the proper operation of the facility,
2. In case of emergency, and
3. A vessel which is not moved promptly upon notice may be moved at the vessel's expense.
4. Damage to vessel or to Port property during such removal, can be charged to the vessel, along with all costs for idle labor, crane(s) and equipment resulting from the delay.

**N. RUBBISH:** No rubbish or materials of any kind shall be dumped overboard from vessels or onto wharves. Rubbish, refuse or other materials placed temporarily on piers or wharves, must upon demand, be removed from the terminal(s), by the person or persons placing it there. The Port reserves the right to remove rubbish at the expense of the party responsible. Rubbish may only be removed from the terminal(s) by contractors licensed by the Port of Valdez.

**O. DISCHARGE OF LIQUIDS:** Vessels may not discharge fluids overboard into the waters of Port Valdez including without limitation, black water, graywater or other

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liquids. This shall not include cooling water from engines or treated wastewater from systems compliant with the federal and state sewage treatment equipment regulations.

**P. STACK EMISSIONS:** Vessels may not produce visible or noxious stack emissions at any time while alongside the terminal(s) and must comply with all state and federal laws, rules and permits.

**Q. MOORED VESSELS:** Vessels berthing at the terminal(s) should, as directed by the Terminal Manager,

1. Be properly manned at all times,
2. Have on board sufficient personnel to move the vessel in case of emergency,
3. Meet international and federal security regulations and other rules including properly licensed and documented personnel.

**R. APPROACH AND DEPARTURE FROM BERTHS:** Vessels approaching or departing from berths when passing in and out of federal channels, over submerged lands outside of terminal berths, do so at their own risk and shall not hold the Port responsible for any vessel casualty during such transit.

**S. LIMITS OF LIABILITY:** No provision contained in this tariff shall limit or relieve the Port of Valdez from liability for its own negligence nor require any person, vessel, or lessee to indemnify or hold harmless the Port of Valdez from liability for its own negligence.

**T. MANIFESTS REQUIRED OF VESSELS:** Masters, owners, agents or operators of vessels are required to furnish the Port with complete copies of vessels' manifests showing names of consignees or consignors and the weights or measurements of all freight loaded or discharged at the docks or terminal facilities of the Port of Valdez. Such manifest must be furnished (1) for inbound cargo, at least twenty-four (24) hours prior to vessel arrival, and (2) for outbound cargo, within twenty-four (24) hours after vessel departure. Such manifests must be certified as correct by an authorized official of the company and must also designate the basis of weight or measurement on which ocean freight was assessed. In lieu of manifests, freight bills containing all information as required above may be accepted. Failure to submit timely and accurate manifests will constitute cause to impose fees as set forth in the Rates and Charges section of this tariff. Additionally, failure to submit required manifests will exempt eligibility for negotiated discounts.

**U. RIGHT OF PORT TO SCHEDULE VESSELS:** The Port reserves the right to establish vessel berthing schedules and the use of all facilities for the convenience of the Port. Application for berthing must be made at least 24 hours in advance of vessel arrival. Failure to make timely application for berthing will constitute cause to impose fees as set

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forth in the Rates and Charges section of this tariff. Additionally, failure to submit required manifests will exempt eligibility for negotiated discounts.

V. VERIFIED GROSS MASS REQUIREMENTS: The Port provides scale and weighing services for container, truck or rail car weight information. The Port assumes no weight verification liability for such measurements and reserves the right under international rules to refuse to handle or accept containers without a valid Verified Gross Mass certificate (VGM).

W. PIER LOADING PERMIT: A pier loading permit shall be required for the handling of any cargo requiring crane equipment contracted from outside of the terminal. Such permit shall only be granted upon presentation of a detailed engineering survey provided by the party handling the crane and cargo and at the cost of the party requesting a permit.

X. STEVEDORING SERVICES: The services of handling, loading and unloading and other services not specified herein, shall be provided only by stevedores as licensed by the Port of Valdez for provision of those services. Handling, loading and unloading rates shall be furnished upon request by the service provider. Licensed stevedores authorized currently by the Port of Valdez include:

1. North Star Terminal and Stevedore Company  
 P. O. Box 889, Valdez, Alaska 99686, Phone (907) 835-4670

#### **RULE IV - PAYMENT OF CHARGES, TERMS AND CONDITIONS**

A. PAYMENT TERMS: All payments to the Port of Valdez are due in US Dollars and due and payable upon presentation of an invoice. All fixed charges named herein and charges made for all services shall become due and payable as they accrue and are invoiced by the Port.

B. CREDIT: Nothing shall preclude the users of the Port from establishing credit and payment terms.

C. DELAYS – NO WAIVER OF CHARGES: Delays in loading, unloading, receiving, delivering or handling freight arising from events of force majeure, commotions, riots or strikes not reasonably within the control of the Terminal Manager will not entitle owners, shippers, consignees or carriers of freight to waiver of wharf, terminal or advanced charges, or other expenses that may be incurred.

D. RIGHT TO SELL CARGO FOR UNPAID CHARGES: Freight on which unpaid terminal charges and advances have accrued may be sold to satisfy such charges and costs. Freight of a perishable nature, or of a nature liable to damage other freight may be sold at public or private sale subject to Valdez Municipal Code, provided owner has been

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given proper notice to pay charges and remove said freight, and has neglected or failed to comply.

**E. RATE CHANGES:** All rates quoted in this tariff are subject to change on or after the effective date as noted. Any changes in this tariff as a result of modification of terms or conditions as stated that impact fees shall not be considered as retroactive.

**F. RESPONSIBILITY FOR COLLECTION AND GUARANTEE OF CHARGE:** Charges are due from the owner, shipper, or consignee of the freight. On transit freight in connection with other carriers, these charges, and any charges accrued against said freight and of which the vessel, its owners or agents have been appraised, will be collected from and payment of same must be guaranteed by the vessel, its owners or agents. The use of the wharf by a vessel, its owners or agents, shall be deemed acceptance and acknowledgement of this guarantee.

**G. PREPAYMENT:** Right is reserved by the Terminal Manager to require prepayment of all charges on perishable freight or freight of doubtful value.

**H. LABOR:** Rates named in this tariff for services involving labor are based upon straight time wages. When the Port is required to furnish labor at overtime, or penalty time, the difference between straight time and overtime, or penalty time, plus supervision, insurance and taxes, will be assessed against the party or parties authorizing the overtime or penalty time.

**I. OPERATING AGREEMENTS:** The City or the City's designee may negotiate a frequent user operating agreement for either wharfage or dockage calling for a 20% reduction in the current tariff for dockage and/or wharfage charges. Such operating agreements must be in writing and will be based on a guaranteed usage, throughput or simply are a stated dollar amount for either. Such operating agreements may be negotiated for any substantial user of the facility, defined as common carriers making 12 or more vessel calls per year, other vessels making 24 or more vessel calls per year, or single shippers handling in excess of 5,000 tons of cargo per year over the dock. If the carrier fails to make the required vessel calls in any year, a billing will be made for the amount of the discount granted under the operating agreement.

**J. EFFECTIVE PERIOD-OPERATING AGREEMENTS:** All operating agreements will end on December 31 and be limited to a maximum of two years. The initial period will ordinarily be a part of the first calendar year. The usage, throughput or stated dollar amount of either will be prorated on the basis of the full months remaining in the initial year. For example, an agreement negotiated in July will be 5/12 of the negotiated amount. In this case, total length of the initial agreement will be 17 months. Subsequent agreements may be for the full two

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years, but computed upon the tariff or tariffs in effect over the term of the agreement.

**K. RIGHT TO WITHHOLD DELIVERY OF FREIGHT OR DENY SERVICES:** Right is reserved by terminal operator to withhold delivery of freight or deny terminal services including berthing until all accrued terminal charges and/or advances against said freight or services have been paid in full.

**L. RIGHT TO DETAIN VESSEL:** A vessel may be detained by the Port until sufficient funds paid or security has been posted to cover the actual or estimated funds owed or financial liability for damages incurred to Port property.

**M. INSURANCE:** Rates, charges, rules/regulations and the services offered or provided by the Port, does not include insurance of any kind. The Port reserves the right to request insurance certificates for operators on the terminal(s) to confirm they have required levels. The Port can specify additional insurance required for operations or terminal users.

**N. INTEREST ON UNPAID INVOICES:** The Port reserves the right to charge interest on the unpaid portion of any invoice not paid within 30 days. The interest charge shall be assessed at 7% per year pro rated monthly on unpaid balances.

**O. APPLICATION OF PAYMENTS:** Funds received by the Port shall be credited toward any remaining and outstanding balance on existing charges previously invoiced.

**P. REQUIRED REPORTING:** The stevedore, designated Terminal Operator, contractors or other parties using the terminal(s) shall provide such reports to the Port on a regular basis as designated and directed by the Terminal Manager. Such reports shall be provided to the Port no later than ten (10) days after the end of the month. In the absence of required reports, the highest amount for each category within the previous three (3) year period shall be assessed and invoiced by the Port. Any remaining balance or overage shall be applied to the next invoice. The Terminal Manager reserves the right to assess an administrative fee for failure to provide required reports.

**Q. INDEMNITY:** All users of the terminal(s) including service providers, licensees, vessels, owners and operators shall defend, indemnify and hold harmless the City and Port of Valdez against and from any claims, obligations, liabilities, or damages arising from any breach of, or failure to perform under, any obligation under the terms of this tariff, including omission of said parties, for all costs, legal fees, expenses and associated such claims, obligations, liabilities or damages incurred in the defense of such claim or action or proceeding against the City or Port of Valdez.

## **RULE V – RATES AND CHARGES**

**A. DOCKAGE:** Dockage shall be based on length-over-all of the vessel as published in “Lloyd’s Register of Shipping” or when not published, the Port reserves the right to: (1)

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obtain the length-over-all from the vessel's certificate of registry, or (2) measure the vessel. The following rules apply to dockage charges:

1. Dockage Period: The period of time upon which dockage will be assessed shall commence when the vessel is made fast to an allocated berth or moored, or comes within a slip and shall continue until such vessel lets go and has vacated the position allocated, on a per diem basis.
2. Idle Vessels: A vessel not engaged in working cargo will be permitted its berth with the understanding that it shall vacate when the berth is required for a vessel to load or discharge cargo.
3. Shifted Vessels: When a vessel is shifted directly from one dock to another dock operated by the Port of Valdez, the total time at such docks will be considered together when computing the dockage charge.
4. A single vessel, where actively engaged as a tug boat assisting and made fast outboard of a vessel loading or discharging cargo, will be accorded free dockage.
5. Vacating: A vessel upon notice to move which refuses to vacate will be assessed dockage at five times its applicable rate named in this tariff, starting at the time vessel is notified to vacate and fails to vacate within a reasonable time.
6. Application: Dockage rates shall apply to all mooring dolphins, docks, slips, adjacent to wharves, landing craft ramp or any other facility managed by the Port.
7. Application for Berthing: Request for berthing shall be made at least 24 hours in advance of a vessel's arrival. Requests not made at least 24 hours in advance shall be subject to an additional days berthing charge at the applicable tariff rate.
8. DOCKAGE RATES: Based on vessel length-over-all
 

a. Up to 100 feet	\$1.35 per linear foot
b. Up to 600 feet	\$2.35 per linear foot
c. Up to 900 feet	\$3.35 per linear foot

  - Note 1. For vessels with length overall greater than 900 feet, charge the rate for 900 feet plus \$3.00 for each foot, or fraction thereof, of length in excess of 900 feet shall apply.
  - Note 2. Twelve cumulative hours or less shall be charged one-half (1/2) of the full days dockage.

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Note 3. Vessels which cause more than normal risk to a dock facility and the surrounding area (land or water) or restrict the normal use of such facility by others shall be assessed a dockage surcharge of 100%. More than normal risk includes without limitation, risks of explosion, fire, need for special security at either the dock or the facility entrance, risk of contamination and/or failure to comply with environmental rules and regulations due to the presence of hazardous materials. The following vessels are so classified:

- a. Loaded vessels (ship and barges) which carry oil and/or oil products, loading or discharging cargo or undergoing repairs at a Port facilities.
- b. Vessels (ship and barges), which are loading and/or discharging high explosives.
- c. The above list of risks and high-risk vessels is not all-inclusive. The Port reserves the right to make final determination.

Note 4. Vessels that have a paid slip for the year in the Valdez Small Boat Harbor shall not be charged dockage at other the John Thomas Kelsey Municipal Dock.

B. WATER: The following charges will be made for furnishing water to vessels berthed at terminal(s) subject to this tariff and seasonal requirements:

- |  |          |
|--|----------|
| 1. Water hookup charge (April to October)      | \$45.00  |
| 2. Water hookup charge (November to March)     | \$125.00 |
| 3. Water per 1,000 gallons or fraction thereof | \$3.00   |

C. GARBAGE: The following charge will be made for furnishing garbage service to vessels berthed at terminal(s) subject to this tariff:

- |   |          |
|---|----------|
| Domestic: Charge per garbage pickup                           | \$120.00 |
| Foreign Regulated: By special arrangement only.               |          |
| Per pound charge including container weight, 50 pound minimum | \$14.00  |

D. WASTEWATER: By special arrangement only by private contractor.

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E. WASTE OIL RECEPTION: Includes recovered oil. By special arrangement only by licensed contractor.

F. PARKING WITH ELECTRICITY: The following charge will be made for refrigeration vans:

1. A parking fee, including electricity, will be charged to the owner of each refrigeration van connected to the electrical system at the Valdez Container Terminal.  
  
 Per 24-hour period or less \$20.00
2. The van owner or agent shall report a daily summary to the Port of all units connected and disconnected from the electrical system at the Valdez Container Terminal.
3. It shall be the responsibility of the van owner or agent to provide a report to the Port at the end of each week showing the number of vans and the days served.

G. PARKING: The following charge will be made for trailers trucked in/trucked out requiring no port services other than storage per 24-hour period or portion thereof:

- a. Charge per unit \$6.00
- b. The van owner or agent shall report to the Port immediately upon arrival.
- c. It shall be the responsibility of the van owner or agent to provide a report to the Port at the end of each week showing the number of vans and the days served.

H. WHARFAGE RATES-APPLICATION: Wharfage rates named below are in dollars and cents per ton of 2,000 pounds, or 40 cubic feet, or 376 pounds per barrel of bulk commodities and apply as follows:

1. Traffic handled to or from the Port of Valdez.
2. Charges to be assessed on the basis of weight or measurement as manifested by vessel, whichever creates the greater revenue. Where specific commodity rates are shown, the description "Freight NOS, General Merchandise" will apply.

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3. Minimum charge on any single shipment \$3.85

**I. WHARFAGE COMMODITY RATES:**

No.	Commodity	Description	Unit	Cost	Note
1	Empty Containers		Per Container	\$10.00	
2	Explosives	Dynamite, gun powder, blasting caps	Container	\$16.50	1,2,3
3	Fuel (Vessel)	Liquids, petroleum/products, NOS	Per gallon	\$ 0.05	4,5
4	Freight NOS	Freight not otherwise specified	Per ton	\$ 4.00	
5	Logs	Whole or partial	Per 1,000 board feet	\$ 3.85	
6	Petroleum	Petroleum or petroleum products	Per barrel	\$ 0.15	6
7	Wood Chips	All grades	Per BDU	\$ 1.75	
8	Wood Pulp	Logs	Per ton	\$ 0.55	

Notes:

1. Explosives shall be handled by special arrangement only.
2. Notice shall be given to the Port of Valdez of any vessel carrying explosive cargo at least seventy-two (72) hours in advance of arrival at dock
3. Packages or other containers with explosives will be charged at the entire explosive rate for the entire contents of the container regardless of the quantity contained within.
4. All petroleum transfer operations are subject to federal and Port rules governing the transfer of liquid bulk petroleum products.
5. Vessels that have a paid slip for the year in the Valdez Small Boat Harbor shall not be charged the fuel tariff rate at the John Thomas Kelsey Municipal Dock.
6. Applies to inbound and outbound petroleum products.

**J. CARGO HANDLED OVERSIDE:** Will be assessed half wharfage, named in this tariff unless otherwise provided herein. Standby time at cost will be assessed against consignee when dock longshoremen are standing by while discharge or loading is made.

**K. SECURITY:** Security that is required by the owner, shipper, or U.S.C.G. regulation

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will be provided by the Port and will be assessed per hour at:

- a. Watchman (unarmed) per person \$75.00
- b. Armed Guard per person \$95.00

**L. STANDBY FIRE APPARATUS**

- a. Additional fire protection that is required by the owner, shipper, or by U.S.C.G. regulation will be provided by the Port and will be assessed, per hour per person required at \$95.00
- b. Fire apparatus required, per hour at \$165.00

**M. FREE TIME:** Free time not to exceed seven (7) days on all freight, cargo or other material stored or in transit unless otherwise negotiated by the Port.

**N. DEMURRAGE:** The charge assessed on cargo remaining in or on Port facilities after the expiration of free time per day shall be:

- a. per square foot per month at \$ 0.25
- b. per automobile \$10.00
- c. per piece of heavy machinery including wheeled units \$35.00

Charges assessed on off-season staging of empty containers on Port facilities are eligible for negotiation per Rule V, Paragraph I. Operating Agreements.

**O. UPLAND STORAGE:** Items accepted for storage:

- a. Storage will be assessed, per square foot per month at \$0.25
- b. Minimum charge for storage per month \$50.00

Charges assessed on off-season staging of empty containers on Port facilities are eligible for negotiation per Rule V, Paragraph I. Operating Agreements.

**P. LOG STORAGE:** Assessed monthly:

- 1. Log storage will be assessed per ton for logs of all grades of logs for the first 120 days at: \$0.05
- 2. Log storage will be assessed per square foot per month for logs of all grades left on Port property after initial 120 day period at: \$0.10

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**Q. LICENSE AND PERMIT FEES:** License and permits fees for conducting business or handling cargo on the terminal(s) shall be assessed at a fixed rate of \$10.00 per individual to be paid upon each TWIC registration, re-registration, and security brief.

**R. FINES FOR VIOLATIONS:**

- a. When the Port is fined as a result of a violation of federal regulations, such cost of the fine shall be paid by the firm or individual responsible for the violation. Any person or firm who violates terminal rules and regulations, or provision of this tariff, shall be subject to a fine of up to \$1,000 per violation at the discretion of the Terminal Manager plus the full cost of any fine resulting from a violation of federal regulations.
- b. Failure to submit timely and accurate manifests and berthing requests shall be subject to a fine of up to \$25.00 per day at the discretion of the Terminal Manager. Additionally, failure to submit required documentation will exempt eligibility for negotiated discounts.

**S. MAINTENANCE CALL OUT CHARGE:** When the Port shall be asked to require maintenance staff for the purposes of meeting operational or infrastructure requirements, a fee of \$65.00 per hour, per person, shall be charged to the person requesting such personnel. A minimum charge of two (2) hours shall be applied regardless of the length of time staff are utilized.

**T. SCALE FEE:** A fee of \$5.00 shall be assessed for each vehicle requiring scale services.

**APPENDIX-MISCELLANEOUS INFORMATION**

Metric Equivalents and Metric Conversion Tables

The metric equivalents and conversion tables are to be employed in determination of charges assessed in this tariff.

<u>U.S. Equivalent</u>		<u>Metric Equivalent</u>	
1.0	Pound	0.4536	Kilogram
2.2046	Pounds	1.0	Kilogram

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100.0	Pounds (US-CWT)	45.359	Kilograms
2,000.0	Pounds (Short Ton)	907.2	Kilograms
2,204.6	Pounds	1,000.0	Kilograms (1 Metric Ton)
2,240.0	Pounds (Long Ton)	1,016.04	Kilograms
1.0	Inch	2.54	Centimeters
1.0	Foot	0.3048	Meter
1.0	Yard	0.9144	Meter
3.2808	Feet	1.0	Meter
1.0	Square Foot	0.0929	Square Meter
10.76	Square Feet	1.0	Square Meter
1.0	Cubic Foot	0.0283	Cubic Meter
35.3147	Cubic Feet	1.0	Cubic Meter
40.0	Cubic Feet	1.1327	Cubic Meters
1.0	Barrel (42 Gallons)	158.9873	Liters

Metric Conversion Table

<u>To Find</u>	<u>Given</u>	<u>Multiply</u>	
Kilograms	Pounds	Pounds	X 0.4536
Pounds	Kilograms	Kilograms	X 2.2046
Metric Tons	Short Tons	Short Tons	X 0.9072
Metric Tons	Long Tons	Long Tons	X 1.0160
Short Tons	Metric Tons	Metric Tons	X 1.1023
Long Tons	Metric Tons	Metric Tons	X 0.9842

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Cubic Meters	Measurement Tons (40 Cubic Feet)	Measurement Tons	X 1.1330
Measurement Tons (40 Cubic Feet)	Cubic Meters	Cubic Meters	X 0.8830
Square Feet	Square Meters	Square Meters	X 10.76
Square Meters	Square Feet	Square Feet	X 0.0929
Cubic Feet	Cubic Meters	Cubic Meters	X 35.3147
Cubic Meters	MBF (Thousand Board Feet)	MBF	X 2.3597
MBF (Thousand Board Feet)	Cubic Meters	Cubic Meters	X 0.4238
Acres	Hectares	Hectares	X 2.47
Hectares	Acres	Acres	X 0.405
Miles	Kilometers	Kilometers	X 0.62
Kilometers	Miles	Miles	X 1.609

CONVERSION TABLE

Kilos	Pounds	Kilos	Pounds	Kilos	Pounds
1	2.2046	100	220.46	10,000	22,046
2	4.4092	200	440.92	20,000	44,092
3	6.6138	300	661.38	30,000	66,138
4	8.8184	400	881.84	40,000	88,184
5	11.0230	500	1,102.30	50,000	110,230
6	13.2276	600	1,322.76	60,000	132,276
7	15.4322	700	1,543.22	70,000	154,327
8	17.6368	800	1,763.68	80,000	176,368
9	19.8414	900	1,984.14	90,000	198,414
10	22.0460	1,000	2,204.6	100,000	220,460
20	44.0920	2,000	4,409.2	200,000	440,920
30	66.1380	3,000	6,613.8	300,000	661,380
40	88.1840	4,000	8,818.4	400,000	881,840
50	110.2300	5,000	11,023.0	500,000	1,102,300
60	132.2760	6,000	13,227.6	600,000	1,322,760
70	154.3220	7,000	15,432.2	700,000	1,543,270
80	176.3680	8,000	17,636.8	800,000	1,763,680
90	198.4140	9,000	19,841.4	900,000	1,984,140

HOW TO USE THIS TABLE

To Convert 546,224 Kilos to Pounds:

To Convert 546,224 Pounds to Kilos:

$$\begin{array}{r} 546,224 \text{ Kilos} \\ \times 2.2046 \\ \hline \end{array}$$

OR

$$\begin{array}{r} 546,224 \text{ Pounds} \\ \times .4536 \\ \hline \end{array}$$

OR

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1,204,205.4304 Pounds

247,767.206 Kilos

500,000	1,102,300.0
40,000	88,184.0
6,000	13,227.6
200	440.92
20	44.092
4	8.8184
<b>TOTAL</b>	<b>1,204,205.4304 Pounds</b>

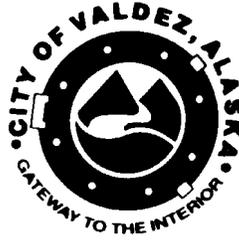
500,000	226,800.0
40,000	18,144.0
6,000	2,721.6
200	90.72
20	9.072
4	1.8144
<b>TOTAL</b>	<b>247,767.2064</b>

**CONVERSION TABLE**

Pounds	Kilos	Pounds	Kilos	Pounds	Kilos
1	0.4536	100	45.36	10,000	4,536
2	0.9072	200	90.72	20,000	9,072
3	1.3608	300	136.08	30,000	13,608
4	1.8144	400	181.44	40,000	18,144
5	2.2680	500	226.80	50,000	22,680
6	2.7216	600	272.16	60,000	27,216
7	3.1752	700	317.52	70,000	31,752
8	3.6288	800	362.88	80,000	36,288
9	4.0824	900	408.24	90,000	40,824
10	4.5360	1,000	453.6	100,000	45,360
20	9.0720	2,000	907.2	200,000	90,720
30	13.6080	3,000	1,360.8	300,000	136,080
40	18.1440	4,000	1,814.4	400,000	181,440
50	22.6800	5,000	2,268.0	500,000	226,800
60	27.2160	6,000	2,721.6	600,000	272,160
70	31.7520	7,000	3,175.2	700,000	317,520
80	36.2880	8,000	3,628.8	800,000	362,880
90	40.8240	9,000	4,082.4	900,000	408,240

**END OF TARIFF**

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**PORT OF VALDEZ**

**TERMINAL RULES AND  
REGULATIONS**

**As Approved Under  
TERMINAL TARIFF NO. 100-18**

**ISSUED BY**

**PORT OF VALDEZ  
P.O. BOX 307  
VALDEZ, ALASKA 99686**

**Containing  
RULES and REGULATIONS  
APPLICABLE TO PERSONNEL USING THE  
MARINE FACILITIES OF THE PORT OF VALDEZ, AK**

**PHONE: (907) 835-4564**

**FAX: (907) 835-4479**

**WEBSITE: [www.ci.valdez.ak.us/port](http://www.ci.valdez.ak.us/port)**

**APPROVED: January 16, 2018**

**EFFECTIVE: February 1, 2018**

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**REVISIONS**

Issued

February 1, 2018

Revision 1

Revision 2

Revision 3

Revision 4

Revision 5

Revision 6

Revision 7

Revision 8

Revision 9

Revision 10

FINAL DRAFT

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## PORT OF VALDEZ MARINE TERMINAL RULES AND REGULATIONS

### 1.0 GENERAL

1.01 SCOPE: The rules, regulations, and conditions set forth shall include all facilities owned or managed by the City of Valdez, under the authority of the Port of Valdez and herein after referred to as the Port of Valdez. These Rules and Regulations are supplemental to the Port of Valdez Terminal Tariff presently in effect.

1.02 APPLICABILITY: The rules, regulations, and conditions set forth in these Rules and Regulations shall apply to all vessels, agents, owners, masters, operators, truckers, contractors, suppliers, all other users and including natural persons, artificial persons, corporations, partnerships, organizations, associations, sovereigns, governments, nations, states, municipalities, their agents and instruments. Upon entry or docking at the terminal(s) by any person or vessel shall be regarded as constituting an agreement by such person or vessel to comply with the Port or Terminal Rules and Regulations. Persons entering the terminal shall do so at their own risk.

1.03 RIGHT TO ESTABLISH SUPPLEMENTAL RULES AND REGULATION: The Port of Valdez, through the Terminal Manager or designee, reserves the right to establish additional Terminal Rules and Regulations supplemental to these Terminal Rules and Regulations and in addition to the provisions of the Port of Valdez Terminal tariff, which shall apply to all terminal(s) users and with the same authority and in the same manner as the tariff. Persons entering the Port of Valdez facilities shall constitute an agreement by such persons to comply with all Rules and Regulations of the Port of Valdez as published.

1.04 RIGHT OF FINAL DECISION: In the event of a dispute regarding any of the terms and conditions as stated in the tariff, supplemental rules and regulations or supplemental contracts, the decision of the Director of the Port of Valdez shall be final.

### 2. ABBREVIATIONS AND DEFINITIONS

2.01 Abbreviations and defined terms used herein shall have the same meaning as specified in the Port of Valdez tariff.

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### 3. OPERATIONAL REQUIREMENTS

3.01 SNOW REMOVAL AND DISPOSAL- All snow removal must be done in accordance with the City of Valdez municipal codes.

3.02 SNOW REMOVAL FROM VEHICLES- All snow and ice must be removed from the tops of containers and truck bodies before entering or leaving the terminal(s).

3.03 FISHING GEAR- No fishing gear or related material may be left on terminal property at any time.

3.04 REPORTING OF TERMINAL ACTIVITY- All cargo volumes handled to and from vessels and other information as may be required by the Port must be reported in a timely manner as stipulated under licenses granted to operate on the terminal(s). Failure to do so will be grounds for levy of fines, and/or suspension of or revoking of licenses to conduct business on the terminal(s).

### 4. COMMUNICATIONS

4.01 COMMUNICATIONS BEFORE BERTHING- All vessels berthing at port facilities must notify the Port at least 24 hours in advance of arrival. All berthing must be approved by the Terminal Manager.

4.02 COMMUNICATIONS ALONGSIDE- All vessels when engaged in cargo operations must have the ability to accept and make phone calls or communicate by radio. The means and contact information will be provided to the Terminal Manager on berthing request or upon docking.

4.03 EMERGENCY COMMUNICATIONS- In case of emergency, including fire, explosion or similar incident and in case of injury, the vessel shall call 911 and then notify the Port.

### 5. MOORING AT BERTHS

5.01 MOORING LINES- All vessels moored at terminal(s) will tend lines regularly or as more frequently required by conditions then prevailing. Lines may not be slack at any time while handling cargo.

5.02 MOORING ALONGSIDE- All vessels moored alongside shall be positioned at the direction of the Terminal Manager. Vessels must have a confirmed berthing agreement issued by the Port.

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5.03 WINCHES- Constant tension winches when used shall be properly set to maintain the vessel alongside in a proper manner at all times. To prevent damage, winch motors shall be turned on one half hour prior to use.

5.04 TUGS- In the event of severe weather, the vessel shall be required to utilize the assistance of a tug(s) to prevent casualty. The Terminal Manager reserves the right to order one or more tugs if in his/her opinion and sole discretion the use of assist tug(s) is appropriate. In such case, the vessel shall be responsible for the cost of the assist tug(s).

5.05 WEATHER AND TRAFFIC- Vessel personnel shall monitor at all times weather conditions and traffic to insure there is no risk to the vessel while moored at the terminal(s). The Terminal Manager reserves the right to shut down operations between the vessel and the shore if in his/her opinion and sole discretion, a danger to personnel or property exists.

5.06 HOT WORK AND OTHER MAINTENANCE- Any vessel wishing to conduct hot work or vessel maintenance must get a permit from the Terminal Manager. The Port reserves the right to prohibit or order the stoppage of hot work at its sole discretion.

5.07 DISCHARGE OF SEWAGE, GRAY-WATER, BILGE WATER, OIL, OTHER LIQUIDS INTO HARBORS- The discharge of untreated sewage, gray-water, bilge water, oil, slops or other liquids perceived as a pollution threat into the waters of Port Valdez is prohibited.

5.08 STACK EMISSIONS- Visible and noxious stack emissions by vessels while moored at the terminal(s) is prohibited. Compliance with all state and federal laws, rules and permits is required.

5.09 TRASH- The discharge of trash into the waters of Port Valdez, or onto any of Port property is prohibited. Domestic refuse services are provided by the City of Valdez upon request and subject to tariff rates and fees. All other trash removal must be contracted to a licensed vendor approved by the Port.

5.10 DISCHARGE OF LIQUID WASTE INTO TANK TRUCKS- The vessel shall take all precautions to insure that any liquid waste discharged into tank trucks ashore conforms in all respects with US non-pollution requirements and in a manner to prevent spills into the waters of Port Valdez or on Terminal property. Only licensed vendors as named on the Port's Certificate of Adequacy may be used for such work and any spills must be reported to the Terminal Manager immediately and if in the waters of Port Valdez, to the US Coast Guard.

5.11 FUELING- The fueling of vessels while moored at the terminal(s) by barge or truck shall be done only with the permission of the Terminal Manager and in accordance with US Coast Guard regulations and in a manner to prevent spills into the waters of Port Valdez or on Terminal

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property. Only licensed vendors may be used for such work and any spills must be reported to the Terminal Manager immediately and, if in the waters of Port Valdez, to the US Coast Guard.

5.12 GANGWAYS- Gangways between vessel and shore shall be properly secured and tended at all times. Where appropriate, safety nets may be required by the Terminal Manager.

5.13 LINEHANDLING- Personnel employed by the Port of Valdez are not permitted to handle lines for vessels except in case of emergency. Only licensed vendors and vessel crew, where applicable, may handle lines on the terminal(s).

5.14 LIGHTING- All vessels when moored alongside docks shall be properly lit at all times of dusk, darkness and limited visibility.

## 6. SECURITY

6.01 SECURITY CONFERENCE- All vessels subject to the provisions of 33 CFR Part 105 as applicable to Port facilities are required to complete a Declaration of Security with the Facility Security Officer upon docking and prior to commencing cargo handling.

6.02 COMMUNICATIONS- The vessel shall maintain proper communications with the Port at all times when docked at the terminal(s). Vessel personnel are required to report any violations of security regulations or suspicious activity immediately upon discovery. All persons handling security requirements on the vessel must be able to speak English.

6.03 CREW PASSES AND IDENTIFICATION- All crew members joining or departing vessels, as well as those on shore leave, must have proper identification issued by the vessel when on terminal. This shall also include a Transportation Worker Identification Credential (TWIC) for those subject to regulations.

6.04 PASSENGER PASSES- The master of each vessel shall be responsible for the issuance of passenger passes for all persons who enter the terminal(s) and are considered passengers or persons in addition to the crew.

6.05 SCREENING- All persons entering the terminal are subject to screening as deemed appropriate by the Facility Security Officer. All vehicles are subject to search when entering or leaving the terminal(s).

6.06 ACCESS TO TERMINAL- Access to terminal(s) is restricted to those parties licensed and engaged in the business of the terminal or have business on the terminal as approved by the

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Terminal Manager. All other personnel shall be escorted by a credentialed terminal worker licensed by the Port.

6.07 CONTROL OF PERSONNEL ON TERMINAL- Personnel are subject to the rules and regulations of the Port and may be removed or barred entry by security personnel or municipal law enforcement at the direction of the Terminal Manager.

6.08 UNAUTHORIZED PERSONS- No unauthorized persons are permitted on the terminal(s) at any time. Unauthorized persons are subject to confinement by security and arrest by local law enforcement.

6.09 LEVELS OF ACCESS AND DISPLAY OF BADGES- All personnel conducting business on the terminal(s) or upon entry shall have a valid TWIC and any other required badge displayed on their outer clothing or readily available for inspection. The Terminal Manager may designate restricted areas where badges must be openly displayed at all times for authorized access.

6.10 CARGO, PASSENGER AND CREW MANIFEST- The master of each vessel shall supply a complete manifest of cargo, persons arriving on vessels, including passengers, crew and persons in addition to the crew to the terminal upon arrival and prior to arrival if by request.

6.11 FEDERAL BACKGROUND CHECKS- All persons subject to 33 CFR Part 105 regulations are required to complete a federal background check and be issued a TWIC.

6.13 ACCESS BY OTHER THAN VESSEL PERSONNEL- No persons may access vessels at the terminal(s) without advance notification and permission of the Terminal Manager.

## 7. BUNKERING, FUELING, LIQUID BULK CARGO TRANSFER

7.01 SHIP/SHORE SAFETY LIST- Prior to the transfer of bunkers or fuel, the vessel and Terminal Operator shall complete a pre-transfer safety check off list in accordance with federal regulations.

7.02 FIREFIGHTING EQUIPMENT AND COMMUNICATIONS- All vessels shall have firefighting equipment ready for use during bunkering. All vessel personnel must be trained in firefighting and each transfer shall have a designated and qualified Person-in-Charge (PIC).

7.03 NOTICES- All vessels while engaged in bunkering or fueling shall display a sign stating the following: WARNING, NO VISITORS, NO SMOKING, NO OPEN LIGHTS.

7.04 ACCESS TO VESSEL DURING FUELING- Access to vessels while fueling shall be restricted to crew and essential personnel.

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7.05 FLAGS AND LIGHTS- All vessels while bunkering or fueling shall display a red flag during the day and a red light during darkness.

7.06 EMERGENCY SHUTDOWN-An emergency shutdown procedure shall be established and tested prior to the transfer of product.

## 8. SAFETY

8.01 SAFETY REGULATIONS- All personnel entering the terminal(s) shall comply with federal safety requirements as established by the Occupational Health and Safety Administration (OSHA) for marine facilities. Qualified vessel personnel or authorized vessel contractor shall provide a safe passage via walkway or vehicle for all persons passing through the terminal(s), such as crew, and those not engaged in terminal activities.

8.02 PERSONAL SAFETY EQUIPMENT- All personnel on the terminal(s) including those not employed by the Port or its licensed contractors, shall wear highly visible safety vests or outer clothing and shall utilize such other safety equipment such as hard hats, protective clothing and shoes, safety eyewear, hearing protection, gloves, chemical resistant boots and other equipment as appropriate. All persons working near the edges of docks, piers and berths shall also wear floatation equipment while working in those areas.

8.03 MEDICAL EMERGENCIES- In case of a medical emergency or accident, call 911, insure the area is safe to render aid and render aid. The Terminal Manager must be notified of all medical emergencies or accidents as soon as possible.

8.04 SAFETY INSPECTIONS- The Terminal Manager or his/her designee reserves the right to conduct announced or non-announced inspections to insure compliance with the terminal tariff and these rules and regulations. Operations may be halted, or personnel directed off the terminal(s), at the sole discretion of the inspector for non-compliance.

8.05 VEHICLE WARNING LIGHTS/ALARMS- All vehicles engaged in operations on the terminal(s) shall display a flashing amber light and shall be equipped with back up alarms. Vehicles engaged in the plowing of snow, or when transiting to and from work sites on the terminal and not engaged in plowing, shall display a flashing amber light.

## 9. MISCELLANEOUS REGULATIONS

9.01 DUNNAGE AND PALLETS- Only stamped and environmentally certified wooden pallets and dunnage may be used at the terminal. No dunnage or pallets may be left at the terminal(s) without permission of the Terminal Manager. Broken or material slated for disposal must be

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removed immediately. The Port reserves the right to have any waste removed at the expense of the vessel or licensed contractors responsible.

9.02 UNLAWFUL ACTS- Unlawful acts committed by persons on the terminal(s) of any type shall be referred to local police for action.

9.03 CONDUCT- All persons on the terminal(s) shall conduct themselves in an orderly and professional manner. The use of discriminatory language is strictly prohibited. The Terminal Manager reserves the right in his/her sole discretion to have persons removed or barred from the terminal(s) for non-compliance.

9.04 MILITARY VESSEL CREW SECURITY- Military vessels calling on the terminal(s) will provide personnel to assist facility security with the management of persons entering or leaving the terminal(s). A complete list of officers and crew must be provided to the Port upon arrival.

9.05 WEAPONS, AMMUNITION AND EXPLOSIVES- Any weapons deemed capable of causing mass casualty are not permitted on terminal(s). Ammunition and explosives are prohibited on the terminal(s) without proper permits, handling procedures defined and permission of the Terminal Manager.

9.06 PERSONS INTOXICATED- No persons who appear to be visibility intoxicated shall be permitted on the terminal(s). Persons found on the terminal(s) who are intoxicated shall be removed immediately.

9.07 SMOKING- Smoking is permitted only in designated areas of the terminal(s). Smoking is not permitted on terminal docks at any time per municipal code.

9.08 DRUGS AND ILLEGAL SUBSTANCES-The use or possession of illegal drugs or other substances on the terminal(s) is prohibited. Persons found using or in possession of such substances shall be turned over to law enforcement immediately.

9.09 LIFEBOAT SUSPENSION AND LANDING SKIFFS- The suspension of lifeboats for purposes of vessel maintenance is prohibited. Vessels may only use landing skiffs for maintenance on vessels with the permission of the Terminal Manager.

9.10 RADIOACTIVE MATERIAL- The handling of radioactive material in any form is prohibited at the terminal(s) unless otherwise negotiated by the Port.

9.11 COMPRESSED GAS- Compressed gasses must be properly stored on the terminal(s) in designated areas as established by the Terminal Manager.

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9.12 HANDICAP ACCESS- The Port does not provide handicap access to vessels berthed at the terminal(s).

9.13 CONFINEMENT OF PASSENGER AND CREW- Passengers and crew required to be confined on vessels at the direction of federal agencies shall be at the vessels expense. The terminal does not provide terminal facilities for such purposes. Supplemental security personnel employed for such confinements are not permitted to be armed unless law enforcement personnel are used.

9.14 PUBLIC TOURS OF VESSELS- Public tours of vessels are not permitted unless by previous arrangement and permission of the Terminal Manager and in conformance with federal security requirements.

9.15 PARKING, SPEED LIMITS, SEAT BELTS- Parking is only permitted in designated areas as established by the Terminal Manager. Vehicles not parked in designated areas are subject to towing at the owners expense. The maximum speed for all vehicles on the terminal is 15 miles per hour. All vehicle operators and passengers are required to use seatbelts when on the terminal property.

9.16 LAYBERTHING- Vessel owner when layberthing vessels in inactive status shall inspect vessels regularly as specified by the Terminal Operator and such inspections and condition of vessel reported to the Terminal Manager. The Terminal Manager or his/her designee shall have the right to enter a vessel to inspect its condition at any time. Vessels must be properly moored at all times at the direction of the Terminal Manager. All vessels must be maintained in a safe and secure condition. Vessels not in compliance will be subject to direction by the Terminal Manager to be removed from the terminal or removed at the owner's expense.

END OF TERMINAL RULES AND REGULATIONS

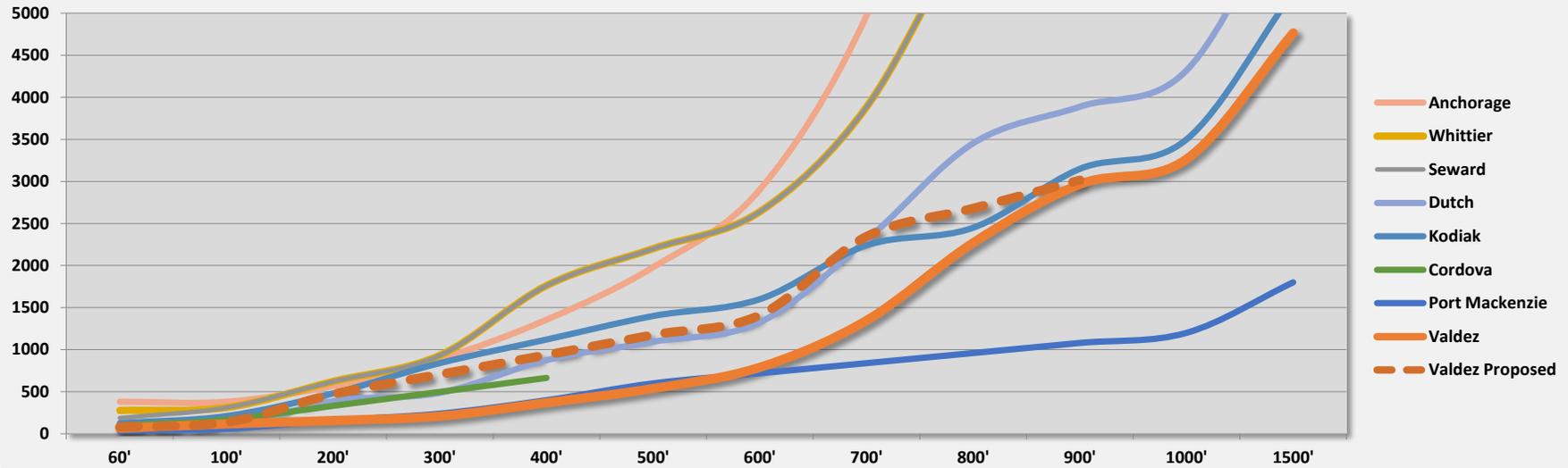
Tarriff Item	Valdez Current	Valdez Proposed	Variance from Regional Average	Seward	Whittier	Kodiak	Cordova	Dutch	Anchorage	Port Mackenzie	Prince Rupert (CAD)
Empty Container	9.24	10.00	1.38	\$12.50/Container	\$12.50/Container				11.25	6.00	-
Frieght NOS/Ton	3.85	4.00	(1.23)	5.36	5.36	6.80	5.27	4.60	6.75	2.50	2.05
Explosives	16.50	16.50	1.88	Request Only	Request Only	15.00	X		16.87	12.00	
Logs /1000 Board Feet	3.85	3.85	0.15	5.36	5.36		X		2.82	1.25	
Wood Chips BDU	1.72	1.75	(2.09)	5.36	5.36		X		3.38	1.25	2.05
Pulp Logs / Ton	0.55	0.55	(3.29)	5.36	5.36		X		3.38	1.25	0.51
Petro Inbound /bbl	0.11	0.15	(0.50)	1.05	1.05	0.35	X		0.16	Negotiated	0.51
Petro Outbound /bbl	0.11	0.15	(0.46)	1.05	1.05	0.16	X		0.16	Negotiated	
Fueling	0.02	0.02	(0.12)				X		0.14		
Free Time Inbound (Days)	15.00	7.00	3.30	5.00	5.00	0.50	X	3.00		5.00	
Free Time Outbound (Days)	15.00	7.00	2.30	5.00	5.00	0.50	X	3.00		10.00	
Wharf Storage 1-5 Days			NA	\$3/Ton	\$3/Ton		X			By Arrangement	
Water Hook Up	45.00	125.00	3.75	200.00	175.00	135.00	72.00	61.48	84.00	N/A	61.80
Water Gallon/1000	3.00	3.00	(3.13)	14.60	1.42	6.80	1.00	7.38	5.60	N/A	1.05
Garbage	120.00	120.00	66.00	125%/Cost	125%/Cost		54.00			Private	
Waste Water	Private	Private	NA	Private	Private	Private	X			Private	
Parking Electrical (Refrigeration)	20.00	20.00	NA				X			N/A	
<i>Summer Electrical Rate KWH</i>	0.28		NA	0.19	0.15	0.18	0.20	0.14	0.17	0.11	0.11
Trailers Trucked In/Out	6.00	6.00	NA				X			\$5/Ton	
Labor Rate	-		NA				72.00	111.82/HR+\$302.30			
Overtime / Call Out Rate	-	65.00	(72.87)				108.00	167.73			
Security /HR	65.00	75.00	(36.82)	\$0.55/ton \$250 Min	\$50 /Hr \$250Min	\$50 /Hr \$250Min		111.82			65.98
Security Armed	95.00	95.00	NA								Not!
Fire person Standby	65.00	95.00	NA								
Fire Apparatus	150.00	165.00	NA								
Demurrage	0.10	0.25	NA								
Storage square/ft/Month	0.10	0.25	NA					\$ .118/ft			
Minimum / Storage	30.00	50.00	NA								
Log Storage Less 120 Days	0.05	0.05	NA								
Log Storage More 120 Days	0.10	0.10	NA								
Delequent Accounts			NA		1.5%/month						
Passenger Fees	-	-	NA	10.40	10.40	\$0.22/vessel/ton		6.00		1.00	2.54
1-5 Vehicles On Warf	\$10/month/each		NA	\$750 / Annually	\$750 / Annually						
5-10 Vehicles On Warf			NA	\$1,500 / Annually	\$1,500 / Annually						
Over 10 Vehicles			NA	\$3,000 / Annually	\$3,000 / Annually						

Notes

Green indicates Valdez falls below the regional average.

Red indicates Valdez (proposed column) falls above the regional average.

### Dockage Data



### Dockage

Size (Not Over)	Valdez		Anchorage					Port Mackenzie		Prince Rupert	
	Valdez	Proposed	Seward	Whittier	Kodiak	Cordova	Dutch	e	Mckenzie	Seattle	Rupert
60'	\$ 66.15	\$ 81.00	\$ 186.00	\$ 275.00	\$ 126.00	\$ 99.00	\$ 54.14	\$ 381.00	\$ 36.00	X	X
100'	\$ 115.50	\$ 135.00	\$ 310.00	\$ 310.00	\$ 210.00	\$ 166.00	\$ 69.66	\$ 381.00	\$ 60.00	X	X
200'	\$ 156.45	\$ 470.00	\$ 620.00	\$ 620.00	\$ 480.00	\$ 332.00	\$ 386.26	\$ 569.00	\$ 160.00	X	X
300'	\$ 207.90	\$ 705.00	\$ 930.00	\$ 930.00	\$ 840.00	\$ 498.00	\$ 486.44	\$ 887.00	\$ 240.00	X	X
400'	\$ 368.55	\$ 936.00	\$ 1,760.00	\$ 1,760.00	\$ 1,120.00	\$ 664.00	\$ 874.78	\$ 1,356.00	\$ 400.00	X	X
500'	\$ 537.60	\$ 1,175.00	\$ 2,200.00	\$ 2,200.00	\$ 1,400.00	X	\$ 1,093.47	\$ 1,981.00	\$ 600.00	X	X
600'	\$ 789.60	\$ 1,410.00	\$ 2,640.00	\$ 2,640.00	\$ 1,600.00	X	\$ 1,323.68	\$ 2,904.00	\$ 720.00	X	X
700'	\$ 1,346.10	\$ 2,345.00	\$ 3,885.00	\$ 3,885.00	\$ 2,240.00	X	\$ 2,302.05	\$ 4,972.00	\$ 840.00	X	X
800'	\$ 2,270.10	\$ 2,680.00	\$ 6,120.00	\$ 6,120.00	\$ 2,450.00	X	\$ 3,453.07	\$ 8,390.00	\$ 960.00	X	X
900'	\$ 2,966.25	\$ 3,015.00	\$ 7,875.00	\$ 7,875.00	\$ 3,150.00	X	\$ 3,888.00	\$ 10,966.00	\$ 1,080.00	X	X
Over 900'	900'+ \$3.00/ft		\$8.75/ft	\$8.75/ft	\$3.50/ft	X	\$4.32/ft	19.38/ft	1.20/ft	X	X
12 Hours or Less	1/2	1/2	1/2	1/2	X	X	X	X	X	X	X

CITY OF VALDEZ, ALASKA

RESOLUTION #18-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, ADOPTING TERMINAL TARIFF NO. 100-18 AND TERMINAL RULES & REGULATIONS FOR THE PORT OF VALDEZ AND REPEALING RESOLUTION NO. 15-54 FORMERLY ADOPTING TERMINAL TARIFF NO. 100-16.

WHEREAS, the rules, regulations, and charges for the movement of cargo through the Port of Valdez are establish through the Port Tariff; and

WHEREAS, periodically the rules, regulations, and charges need to be adjusted to ensure effective management of the facilities; and

WHEREAS, the Port of Valdez has revised the tariff and established terminal rules and regulations under professional and legal consult;

WHEREAS, the Ports and Harbor Commission has reviewed tariff and terminal rules and regulations and recommends changes at this time; and

WHEREAS, Tariff No. 100-18 shall replace Tariff No. 100-16.

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

Section 1. The attached Port of Valdez Terminal Tariff No. 100-18 shall govern the movement of cargo through the Port of Valdez

Section 2. The attached Terminal Rules & Regulations shall enhance the safety and security of the Port of Valdez

Section 3. Resolution No. 15-54 is hereby repealed.

Section 4. The effective date of Port of Valdez Terminal Tariff No. 100-18 shall be February 1, 2018.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 16th day of January, 2018.

CITY OF VALDEZ, ALASKA

\_\_\_\_\_  
Ruth E. Knight, Mayor

ATTEST:

\_\_\_\_\_  
Sheri L. Pierce, MMC, City Clerk



## Legislation Text

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**File #:** RES 18-0004, **Version:** 1

---

**ITEM TITLE:**

#18-04 - Amending the 2017 City Budget by Accepting Unbudgeted Port Department Revenues Totaling \$143,000 and Appropriating \$45,000 to Port/Electricity

**SUBMITTED BY:** Brian Carlson, Finance Director

**FISCAL NOTES:**

Expenditure Required: \$45,000  
Unencumbered Balance: \$143,000  
Funding Source: Port/VCT Parking with Electric (Revenue): 401-0000-36360

**RECOMMENDATION:**

Approve resolution amending the 2017 city budget by accepting unbudgeted Port Department revenues totaling \$143,000 and appropriating \$45,000 of this amount to Port/Electricity line item.

**SUMMARY STATEMENT:**

- Use of refrigerated containers at the Valdez Container Terminal increased to nearly three times the historic average during the summer of 2017.
- This increase was not anticipated in the original 2017 adopted budget, and electricity costs are over-budget as a result.
- There is an offsetting increase in Port revenues, which reflects a pass-through of this cost to Port customers.
- The increased Port revenue is used to fund the increased Port electricity expense.
- Ports/Harbor Director will be present to answer operational questions.

CITY OF VALDEZ, ALASKA

RESOLUTION #18-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, AMENDING THE 2017 CITY BUDGET BY ACCEPTING UNBUDGETED PORT DEPARTMENT REVENUES TOTALING \$143,000, AND APPROPRIATING \$45,000 OF THIS AMOUNT TO PORT/ELECTRICITY

WHEREAS, the Valdez Container Terminal experienced historically high charges for electricity usage in 2017, reflecting higher-than anticipated container volume; and

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

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

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

Section 1. Account 403-0000-36360, Utility/Water/Electricity is increased by \$143,000.

Section 2. Account 401-4500-46220, Port Fund Electricity, is increased by \$45,000.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 6th day of February, 2018.

CITY OF VALDEZ, ALASKA

\_\_\_\_\_  
Ruth E. Knight, Mayor

ATTEST:

\_\_\_\_\_  
Sheri L. Pierce, MMC, City Clerk



## Legislation Text

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**File #:** 18-0030, **Version:** 1

---

**ITEM TITLE:**

Report: Change Order to Pacific Pile & Marine, LP in the Amount of \$33,742.43 for the New Harbor Project.

**SUBMITTED BY:** Laura Langdon, Project Manager

**FISCAL NOTES:**

Expenditure Required: \$33,742.43  
Unencumbered Balance: \$4,426,443.75  
Funding Source: New Harbor Planning 310-6450-58000

**RECOMMENDATION:**

Receive and file.

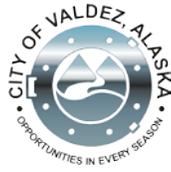
**SUMMARY STATEMENT:**

City Council must be notified of change orders when they exceed \$15,000.00 or 25% of the total contract amount. Along with this change order report is a summary of all past change orders.

This change order #6 incorporates five items which relate to the Bilge Water Treatment building and systems.

1. Increase isolation pads and set them flush with the surrounding floor.
2. Provide control valves on the outlets of the surge tanks.
3. Provide a hose bibb, vacuum breaker, and sampling port/diverter valve at the Oil Trap skid
4. Comply with State Fire Marshal plan review comments.
  - 4.1. Revise building classification from Class 1 Div 1 to Class 1 Div 2 which revises equipment from explosion-proof to spark-resistant.
  - 4.2. Incorporate mechanical changes shown on sheet M5.1
  - 4.3. Provide floor drain connections to sewer rather than sump.
  - 4.4. Install 11-pound fire extinguishers where noted on sheet A14
  - 4.5. Provide closed tanks for bilge water treatment package.
5. Perform additional snow removal.





**CHANGE ORDER  
CITY OF VALDEZ**

**TO:** Pacific Pile & Marine, LP  
700 S. Riverside Drive  
Seattle, WA 98108

**DATE ISSUED** December 14, 2017  
**CHANGE ORDER NO.** 06  
**COST CODE NO.** 310-6450-58000  
**PROJECT NO.** 310-6450  
**CONTRACT NO.** 1283

**PROJECT:** Phase 2 New Harbor Development  
Upland Facilities and Inner Harbor Facilities

**Distribution to:**

Owner - Clerk	<u>          X          </u>
Owner – Finance	<u>          X          </u>
Owner – Port	<u>          X          </u>
Engineer	<u>          X          </u>
Contractor	<u>          X          </u>
Other – Arcadis	<u>          X          </u>

**You are directed to make the changes in this CONTRACT as follows:** Perform the following work to the Bilge Treatment Building as described in RFP 04 and the Contractor’s cost proposal (attached):

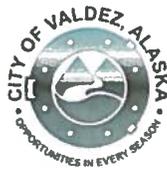
1. RFIs 11 and 12 – Revise isolation pads for Oiltrap equipment and surge tanks.
2. RFI 23 – Provide control valves on outlet ends of each surge tank.
3. ASI 02 – Provide hose bibb with vacuum breaker and sampling point/diverter valve at Oiltrap skid.
4. ASI-003 – Comply with State Fire Marshal Plan Review comments;
  - 4.1) Revise building classification from Class 1 Div. 1 to Class 1 Div. 2, including providing spark-resistant rather than explosion-proof equipment and materials as appropriate;
  - 4.2) Incorporate mechanical changes shown on modified drawing M5.1;
  - 4.3) Provide floor drain connections to sewer rather than to sump as shown on drawing M5.1;
  - 4.4) Install 11-pound portable fire extinguishers (2A10BC) where noted on drawing A14;
  - 4.5 Provide closed tanks for the bilge water treatment package;
5. Perform additional snow removal per allowance in PPM’s Estimated Cost Summary.

**Justification:** Item 1 is necessary to accommodate the current configuration of the Oiltrap skid and to provide better access around the surge tanks. Items 2 and 3 are improvements requested by City and Harbormaster staff. Item 4 includes extra work to resolve comments by the State Fire Marshal office and a credit for less cost to provide some equipment to comply with spark-resistant rather than the more expensive explosion-proof classification. Item 5 provides an allowance for the contractor to remove snow to provide access to the facility to install equipment after the scheduled date for the work.

Not valid until signed by the City Manager. Signature of Contractor indicates his agreement herewith, including any adjustment in **CONTRACT** sum or **CONTRACT** time.

The original <b>CONTRACT</b> sum was .....	\$ 24,907,321.00
Change by previously authorized Change Order(s) .....	\$ 11,291.09
The <b>CONTRACT</b> sum prior to this Change Order was .....	\$ 24,918,612.09
The <b>CONTRACT</b> sum will be <i>increased</i> by this Change Order .....	\$ 33,742.43
New <b>CONTRACT</b> sum including this Change Order will be .....	\$ 24,952,354.52

The original completion date is October 1, 2019. **CONTRACT** time will be unchanged.



**CONTRACTOR: PACIFIC PILE & MARINE, LP**

By: [Signature]  
Signature, General Partner

By: WIL MARK  
Printed Name, General Partner

Date: 12/18/2017

**AUTHORIZED BY: CITY OF VALDEZ**

By: Sheri R. Pierce, ACM for:  
Elke Doom, City Manager

Date: 12/27/17

**RECOMMENDED**

By: [Signature]  
Nathan Duval, Capital Facilities Director

Date: 12/21/17





**F & W Construction Company, Inc.**



**PROJECT:** Phase 2 New Harbor  
**CONTRACT:** Project #310-6450 / Contract #1283  
**F&W JOB#:** 20298 **COST CODE:**

**DATE:** November 27, 2017

**DESCRIPTION**

<b>RFI</b>	<b>11&amp;12</b>	<b>RFP</b>	<b>4</b>
------------	------------------	------------	----------

Revisions per RFP 4. Note: Delivery of Oil Trap System, Waste Oil Tank and EWTS-1 is 8-12 weeks after "Approval." F&W will receive this equipment in Anchorage and deliver to the site when F&W remobs April 2018. F&W will be billing for material when received in Anchorage.

**CONTRACTOR'S COSTS**

SUBCONTRACTOR TOTAL (See Sheet 4 of 4)			10,508.82	
SUBCONTRACTOR MARKUP @ 10 %	X 0.10		<u>1,051.00</u>	
SUBCONTRACTOR TOTAL			11,559.82	11,559.82
LABOR TOTAL (See Sheet 2 of 4)			4,103.82	
MATERIALS / MISC TOTAL (See Sheet 3 of 4)			7,427.20	
EQUIPMENT TOTAL (See Sheet 4 of 4)			<u>325.00</u>	
SUBTOTAL			11,856.02	
F & W FEE @ 20%	X 0.20		<u>2,371.00</u>	
F & W TOTAL			14,227.02	<u>14,227.02</u>
F & W / SUBCONTRACTOR TOTALS				25,786.84
BOND / INSURANCE @ 1%	X 0.01			258.00
			<b>TOTAL PROPOSAL</b>	<u><u>26,044.84</u></u>



**F & W Construction Company, Inc.**



**PROJECT:** Phase 2 New Harbor

**CONTRACT:** Project #310-6450 / Contract #1283

**F&W JOB#:** 20298

**COST CODE:**

**Material Costs**

#	Description	QTY	*UOM	Unit Price	Cost
1	Concrete	10.5	CY	310.00	3,255.00
2	Rebar	686	Lbs	0.75	514.50
3	Misc Material; Forms + Expansion	1	LS	200.00	200.00
4					
5					0.00
6					0.00
7					0.00
8					0.00
9					0.00
10					0.00

Total Material Costs 3,969.50

**Miscellaneous Costs**

#	Description	QTY	*UOM	Unit Price	Cost
1	Airfare	1	EA	480.00	480.00
2	Room & Board	10	CD	117.77	1,177.70
3	CAT Transportation	1	LS	1,800.00	1,800.00
4					0.00
5					0.00
6					0.00
7					0.00
8					0.00
9					0.00
10					0.00

Total Miscellaneous Costs 3,457.70

Total Material + Miscellaneous Costs 7,427.20

\*UOM is Unit of Measurement

**F & W Construction Company, Inc.**

**PROJECT:** Phase 2 New Harbor

**CONTRACT:** Project #310-6450 / Contract #1283

**F&W JOB#:** 20298

**COST CODE:**



**Equipment Breakdown**

#	Description	Unit	Rate	Total
1	Forklift & Bucket	5.0	65.00	325.00
2				0.00
3				0.00
4				0.00
5				0.00
6				0.00
7				0.00
8				0.00
Total Equipment Costs				325.00

**Subcontractor**

#	Subcontractor	Total
1	ManTech Mechanical	8,171.48
2	Puffin Electric	2,337.34
3		
4		
5		
6		
7		
8		
9		
10		
Total Subcontractor Costs		10,508.82

**REQUEST FOR PROPOSAL  
CONSTRUCTION CONTRACT CHANGES**

DATE: <b>September 8, 2017</b>	RFP #: <b>04</b>
PROJECT NAME: <b>PHASE 2 NEW HARBOR DEVELOPMENT UPLAND FACILITIES AND INNER HARBOR FACILITIES</b>	
PROJECT #: <b>310-6450</b>	
CONTRACTOR: <b>PACIFIC PILE &amp; MARINE, LP</b>	
PROPOSAL REQUEST SOURCE (OWNER, CONTRACTOR, DCVR #, ETC.) <b>Owner</b>	

You are requested to submit an itemized quotation for any changes in the contract amount and/or time required by the provision of the proposed contract modifications listed below.

THIS IS NEITHER A CHANGE ORDER NOR A NOTICE TO PROCEED FOR THE WORK DESCRIBED HEREIN.

**Schedule A – Upland Facilities**     **Schedule B – Inner Harbor Facilities**

**Written Description of Proposed Work:** Bilgewater Treatment Building (BWTB) changes listed below:

1. RFI-011 and RFI-012 Revise isolation pads for Oiltrap Equipment and Surge Tanks
2. RFI-023 Provide Control Valves on outlet ends of each Surge Tank
3. ASI-002 Provide hose bibb with vacuum breaker and sampling point/diverter valve at Oiltrap skid
4. ASI-003 Comply with State Fire Marshal Plan Review Comments
  - 4.1 Revise building classification from Class 1 Div. 1 to Class 1 Div. 2
    - 4.1.1 Provide spark-resistant equipment and materials as appropriate
    - 4.1.2 Provide credit for de-classification of explosion-proof for EWTS-1 system
  - 4.2 Incorporate mechanical changes shown on modified drawing M5.1
  - 4.3 Provide floor drain connections to sewer rather than to sump as shown on M5.1
  - 4.4 Provide 11-pound portable fire extinguishers (2A10BC) where noted on drawing A14
  - 4.5 Provide closed tanks for the bilge water treatment package

BY:   
 Ronald T Rozak, PE  
 for ARCADIS, Owner's Representative

DATE: September 8, 2017

**NOTE: This form shall not serve to authorize commencement of any work.**

Change in contract price and time (CONTRACTOR's breakdown required, attach additional sheet(s) if necessary).

I hereby certify that to the best of my knowledge and belief, the cost or pricing data provided in support of this Request for Proposal is accurate, complete and current as of this date.

Signed: \_\_\_\_\_ Contractor \_\_\_\_\_ Date \_\_\_\_\_

ATTACHMENTS: RFI-011, RFI-012, RFI-023, ASI-002, ASI-003

*Distribution:*

ORIGINAL TO: Pacific Pile & Marine, Contractor  
 COPIES TO: City of Valdez, Capital Facilities  
 R&M Consultants, Inc., Design Engineer  
 Arcadis, Owner's Representative

# REQUEST FOR INFORMATION (RFI)

PROJECT	<u>COV NHD Phase 2 Upland &amp; Inner Harbor Facilities</u>	REQUEST NO.	<u>RFI-011</u> <span style="float: right;">1/4</span>
CONTRACTOR	<u>Pacific Pile and Marine, LP</u>	CONTRACT NO.	<u>1283</u>
ORIGINATOR	<u>ManTech Mechanical/F&amp;W Const.</u>	PROJECT NO.	<u>310-6450 (2)</u>
DATE SUBMITTED	<u>7/25/17</u>		
SCHEDULE (A or B)	<u>A</u>	DRAWING NO.	<u>S4.2</u>
		SPEC. SECTION	<u>N/A</u>
TO:	<u>City of Valdez 212 Chenega Ave. P.O. Box 307 Valdez, AK 99686</u>	SHEET	<u>48</u> OF <u>103</u>
		ATTENTION:	<u>Kim Neilson (R&amp;M Consultants)</u>

### DESCRIPTION OF REQUEST FOR INFORMATION

According to the specified and submitted equipment our concrete pad requirements are larger than indicated on S Drawings. The skid for the Oiltrap system is actually 5' longer than the pad, as called out on S4.2 drawing, additionally the Surge Tank pad layout will allow for the tanks to sit on the pad, but does not allow for adequate space to walk between the two tanks if needed. Presently, I calculate roughly the need for 31' 6" of isolated concrete pads across plan view E to W. That would leave us with a total of 6' 6" of additional space for walking around the pads. Split evenly that's about 26" of free space between the pads and that is not what is called out as needed on the S drawings and would conflict with space in front of the RO for doors.

Also, I am having some issues with fully understanding the intent of the Div. 46 Bilge water specifications as it relates to control mechanisms and design intent. If possible, I would like to set up a meeting between the designer, Oiltrap, control contractor, electrician and myself.

Brian Ulz (Mantech Mechanical)

CONTRACTOR Andrew Romine DATE 7/25/17  
(Signature)

RESPONSE REQUESTED

### RESPONSE TO REQUEST FOR INFORMATION

Minimum edge distance from equipment anchors to edge of thickened concrete pads shall be 12" or as required by the equipment manufacturer's approved anchoring plan (not yet submitted). Equipment anchor details have not been submitted at this time, so the attached drawing (Sheet S4.2 and S4.3) shows a thickened slab plan that can be used to meet current equipment geometry and 12" anchoring edge distance requirements. Attached drawing Sketch SK1 shows the current manufacturer coordinated bilge equipment layout plan.

Isolated slab height lowered per RFI-012.

Provide water service and waste drain connection from Oil Trap equipment per ASI-002.

Sampling ports for wastewater shall be provided before and after Oil Trap system and a 4" wastewater diversion valve/camlock fitting shall be provided by Oil Trap per telephone conversation with Dale Nelson on 8/7/17.

#### DIRECTION

- Requested Information/Clarification Provided.
- Submit a Change Order Proposal and all associated justification/documentation.
- 

RESPONSE BY Kimberly Nielsen, PE DATE 8/4/17  
(Signature)

ROUTING	RECEIVED BY	DATE	DATE	COMMENTS





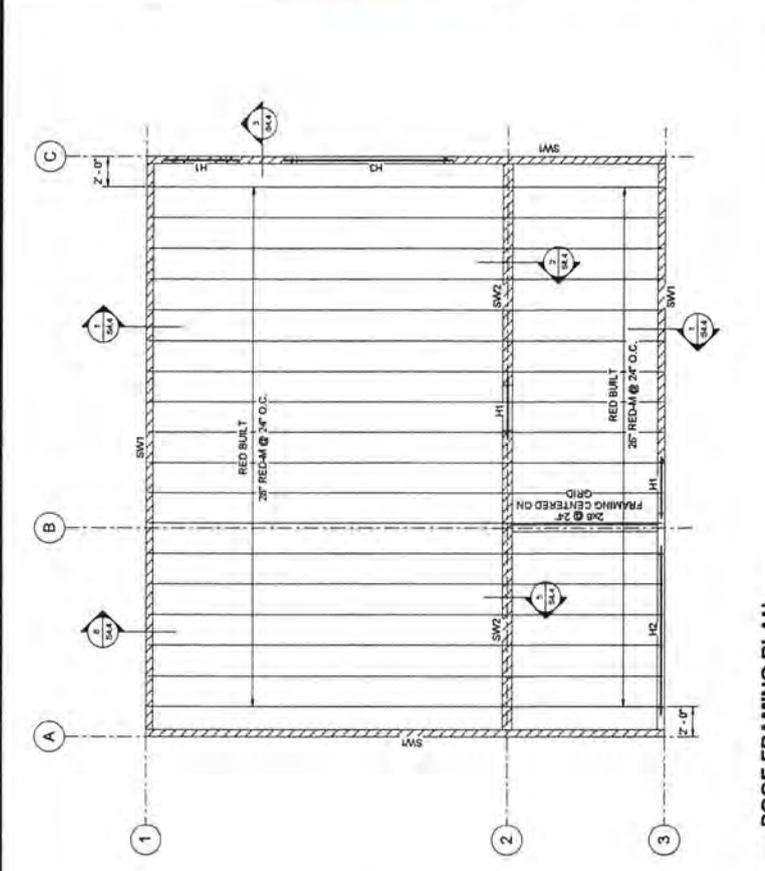
**R&M CONSULTANTS, INC.**  
 9101 Vinograd Drive  
 Anchorage, Alaska 99507  
 info@rmandc.com email@rmandc.com  
 phone: 907.522.1707 fax: 907.522.3403  
 CORPORATE AUTHORIZATION NUMBER REC111

**City of Valdez**  
 NEW HARBOR DEVELOPMENT  
 UPLAND FACILITIES

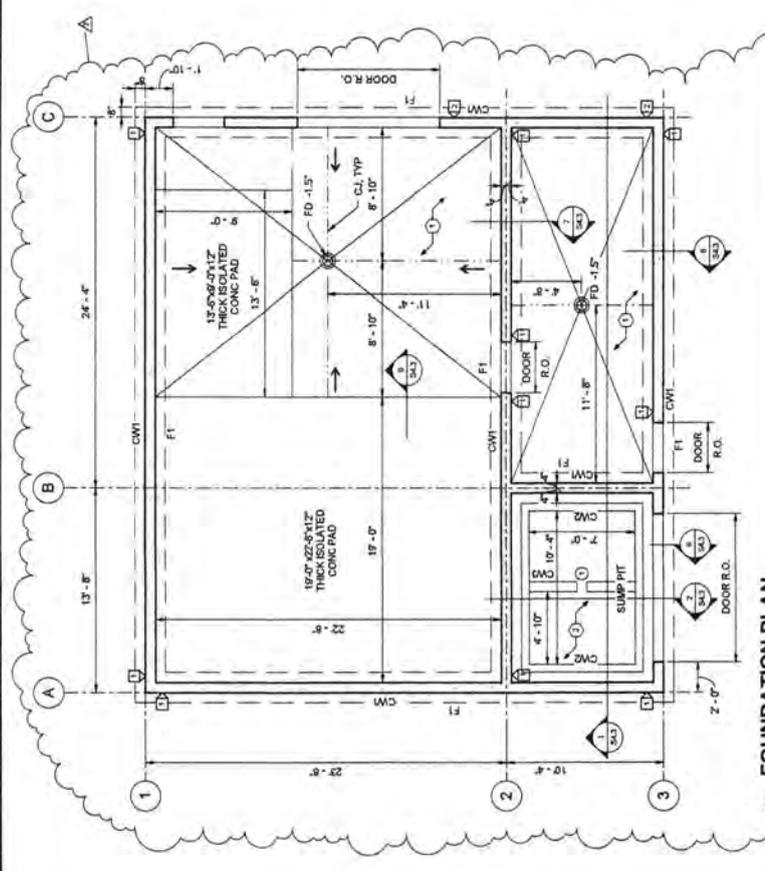


NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	JUNE 23, 2017

PROJECT: NEW TREATMENT BUILDING FOUNDATION & FRAMING PLANS  
 SHEET NO: 48 OF 103  
**S4.2**



**2** ROOF FRAMING PLAN  
 1/4" = 1'-0"



**1** FOUNDATION PLAN  
 1/4" = 1'-0"

**SCHEDULES**

**HEADER SCHEDULE**

MARK	HEADER SIZE	HEADER SUPPORT
H1	5 1/2" X 12" GLB	SINGLE 2X STUD
H2	5 1/2" X 18 1/2" GLB	DOUBLE 2X STUD

**HOLDDOWN SCHEDULE**

MARK	MODEL NO.	MIN WOOD MEMBER SIZE	WOOD MEMBER FASTENERS	ANCHOR BOLT DIA	MIN EMBEDMENT
1	HOU2	(3) 2X	(6) SDS 1/4" X 2 1/2" SCREWS	5/8"	SEE ANCHOR BOLT SCHEDULE
2	HOU6	(3) 2X	(14) SDS 1/4" X 3 1/2" SCREWS	5/8"	SEE ANCHOR BOLT SCHEDULE

**CONCRETE SLAB SCHEDULE**

MARK	THICKNESS	REINFORCING	TOP OF SLAB ELEV
1	0'-6"	#4 @ 12" O.C. EACH WAY	-1'-8"
2	0'-9"	#4 @ 12" O.C. EACH WAY	-1'-5"

**STRIP FOOTING SCHEDULE**

MARK	WIDTH	THICKNESS	REINFORCING	BOF ELEVATIONS
F1	2'-0"	0'-10"	(2) #6 CONTINUOUS	-2'-2"

**CONCRETE WALL SCHEDULE**

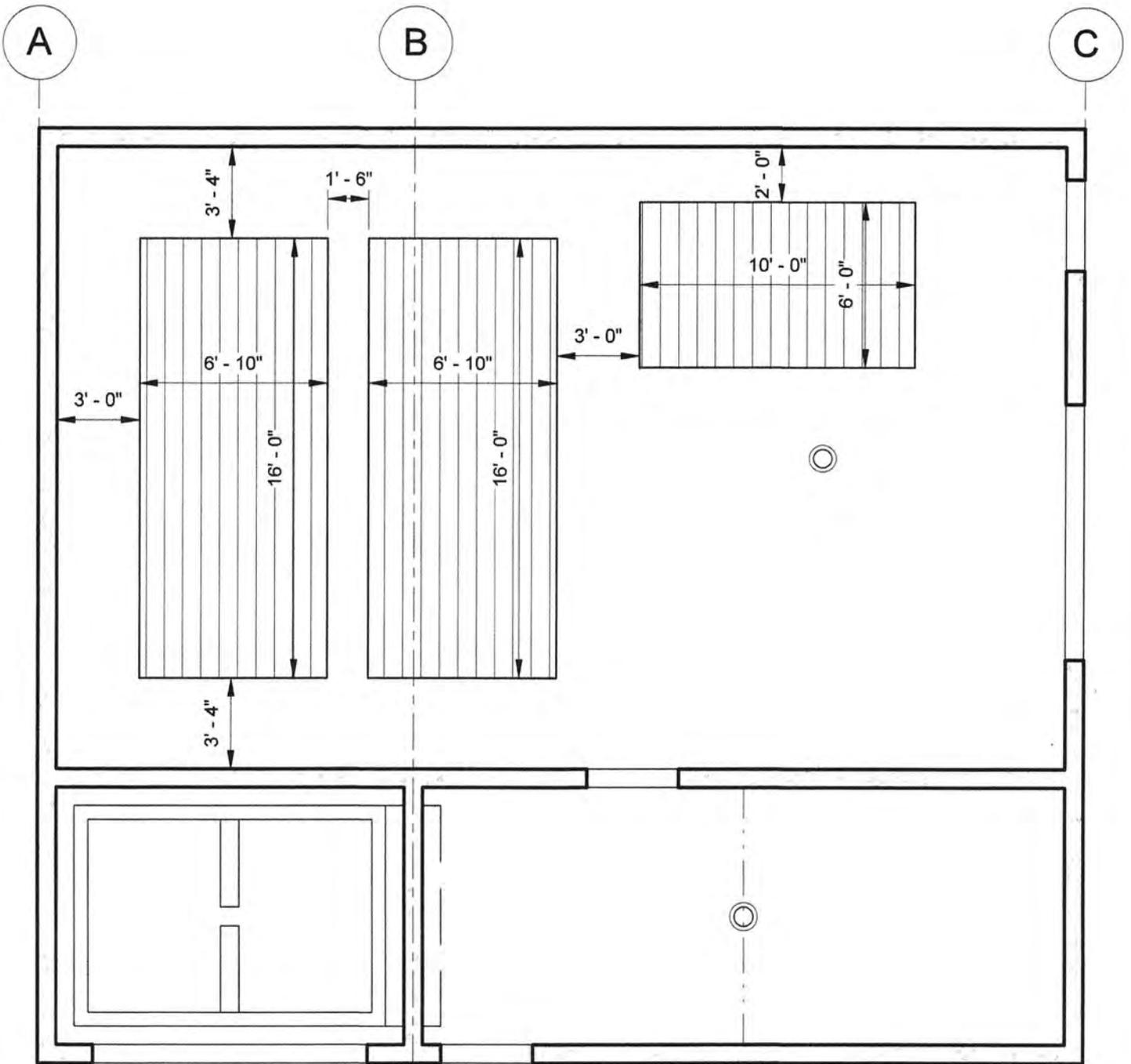
MARK	WALL TYPE	THICKNESS	HORIZONTAL REINFORCING	VERTICAL REINFORCING
CW1	CONC STEM WALL	0'-8"	#4 @ 12" O.C. WITH (2) #4 @ TOP OF WALL	#4 @ 16" O.C. WITH STD BEND INTO FOOTING
CW2	CONC SUMP PIT WALL	0'-5"	#4 @ 12" O.C.	#4 @ 12" O.C. WITH STD BEND INTO SUMP PIT SLAB
CW3	CONC SUMP PIT WALL	0'-5"	#4 @ 12" O.C.	#4 @ 12" O.C. WITH STD BEND INTO SUMP PIT SLAB

**SHEET NOTES**

- HOLDDOWNS:**
- HOLDDOWNS BY SIMPSON STRONG-TIE COMPANY OR APPROVED EQUAL
  - SEE ANCHOR BOLT SCHEDULE FOR ANCHOR REQUIREMENTS
  - FOR HOLDDOWNS NOT IDENTIFIED IN PLAN OR DETAILS, PROVIDE HOLD MINIMUM
- SILL PLATES:**
- USE 3X TREATED SILL PLATES, TYPICAL
  - SILL PLATE ANCHORS - GALV 5/8" DIA X 8" EMBED @ 4" MAX & WITHIN 12" OF PLATE END WITH 2 X 3 1/4" GALV WASHERS
- RED BUILT ROOF TRUSSES:**
- MANUFACTURER DESIGNED TRUSS CONNECTION TO DOUBLE TOP PLATE FOR ALLOWABLE UPLIFT FORCE OF 1000 LB

**PLAN LEGEND**

- SHEARWALL HOLDOWN, SEE HOLDDOWN SCHEDULE
- CONCRETE SLAB TYPE, SEE SLAB SCHEDULE
- CONCRETE WALL TYPE, SEE CONCRETE WALL SCHEDULE
- HEADER TYPE, SEE HEADER SCHEDULE
- SHEARWALL TYPE, SEE SHEATHING SCHEDULE
- SHEARWALL
- 8" WIDE GAP IN SUMP PIT CONCRETE WALL



BILGE EQUIPMENT LAYOUT PLAN

SK1

# REQUEST FOR INFORMATION (RFI)

PROJECT COV NHD Phase 2  
Upland & Inner Harbor Facilities REQUEST NO. RFI-012 4/1  
 CONTRACTOR Pacific Pile and Marine, LP CONTRACT NO. 1283  
 ORIGINATOR F&W Construction PROJECT NO. 310-6450 (2)  
 DATE SUBMITTED 7/27/17  
 SCHEDULE (A or B) A DRAWING NO. S4.2 SPEC. SECTION N/A  
 TO: City of Valdez SHEET 48 OF 103  
 212 Chenega Ave.  
 P.O. Box 307  
 Valdez, AK 99686 ATTENTION:

**DESCRIPTION OF REQUEST FOR INFORMATION**

Sheet S4.2 calls for the Elevation of the Isolation Equipment pads in the Bilge Building to be 6" higher than the Building Slab. Because all the Equipment is on Skids we would keep the Isolation Slabs at the same height as the Building Slab.

CONTRACTOR Andy Romine /PPM for F&W DATE 7/27/17  
 (Signature)

**RESPONSE REQUESTED**

**RESPONSE TO REQUEST FOR INFORMATION**

Agreed. If all equipment is on skids, isolation pads remain isolated, and required thickness is maintained below building slab level, the height may be lowered to equal with building slab level. Coordinate size of isolation pad with planned equipment layout (currently being coordinated as part of RFI011) and anchoring plan (not yet submitted).

**DIRECTION**

Requested Information/Clarification Provided.  
 Submit a Change Order Proposal and all associated justification/documentation.  
 \_\_\_\_\_

RESPONSE BY Kim Nielsen, PE DATE 7/28/17  
 (Signature)

ROUTING	RECEIVED BY (NAME/COMPANY)	DATE RECEIVED	DATE FORWARDED	COMMENTS
PROJ ENGINEER				
CONTRACTOR				

# REQUEST FOR INFORMATION (RFI)

PROJECT COV NHD Phase 2  
Upland & Inner Harbor Facilities REQUEST NO. RFI-023 1/1  
 CONTRACTOR Pacific Pile and Marine, LP CONTRACT NO. 1283  
 ORIGINATOR F&W Construction/Mantech Mech PROJECT NO. 310-6450 (2)  
 DATE SUBMITTED 8/22/17

SCHEDULE (A or B) A DRAWING NO. \_\_\_\_\_ SPEC. SECTION 46250-2.6A/2.8  
C  
 TO: City of Valdez SHEET \_\_\_\_\_ OF \_\_\_\_\_  
 212 Chenega Ave.  
 P.O. Box 307  
 Valdez, AK 99686 ATTENTION: R&M Consultants

**DESCRIPTION OF REQUEST FOR INFORMATION**

Spec section 46 25 00 – 2.6A indicates for us to provide a control valve from dock pump to the surge tanks to divert flow on low fluid levels. 2.8C indicates for the transfer pump from the surge tanks to the bilge water treatment pump to “run continuously until the reservoir tank low level and/or treatment system waste tank high level alarm is detected.” Nowhere is it called out what to do to protect against sucking air into the pump if one of the tanks runs dry while the other is still full and a call for treatment is still active. It would be advisable to provide control valves on the outlet of each surge tank to the treatment to protect against this. Please advise.

CONTRACTOR F&W Construction Ron Stoops/Mantech DATE 8/22/2017  
 (Signature) RESPONSE REQUESTED

**RESPONSE TO REQUEST FOR INFORMATION**

We agree these control valves are desirable.

DIRECTION

Requested Information/Clarification Provided.  
 Submit a Change Order Proposal and all associated justification/documentation.  
 \_\_\_\_\_

RESPONSE BY Kimberly Nielsen, PE DATE 8/22/17  
 (Signature)

ROUTING	RECEIVED BY (NAME/COMPANY)	DATE RECEIVED	DATE FORWARDED	COMMENTS
PROJ ENGINEER				
CONTRACTOR				

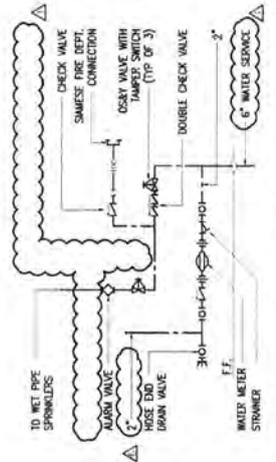


**R&M CONSULTANTS, INC.**  
 9101 Vanard Drive  
 Anchorage, Alaska 99507  
 rmc Consultants, Inc. email: rmc@rma.com  
 Phone: 907.522.7077 • Fax: 907.522.3403  
 CORPORATE AUTHORIZATION NUMBER AEC0111

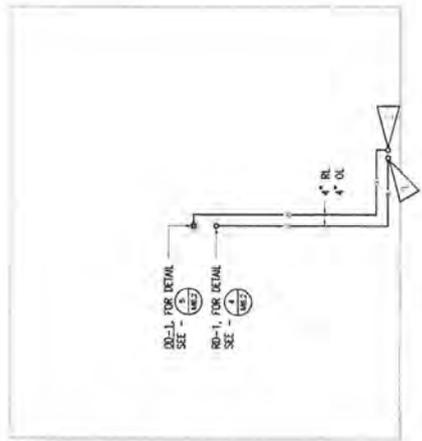
**City of Valdez**  
 UPLAND FACILITIES  
 NEW HARBOR DEVELOPMENT  
 CITY OF VALDEZ, ALASKA  
 DIVISION OF THE REGIONAL DEVELOPMENT

REV.	DATE	DESCRIPTION
1	06/20/17	ISSUED FOR PERMIT
2	06/20/17	FOR CONSTRUCTION

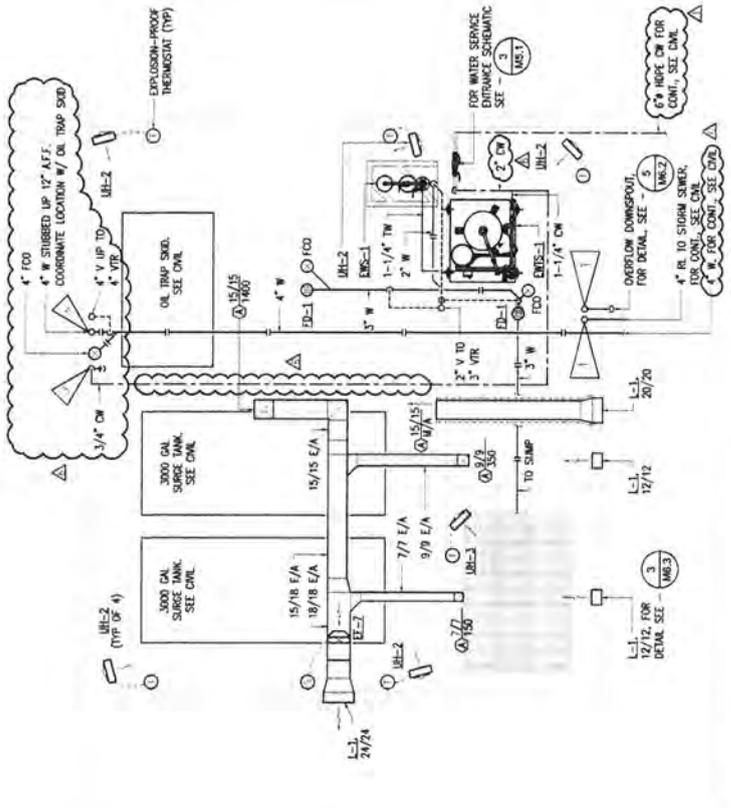
DATE: JUNE 23RD, 2017  
 DRAWN BY: JRM  
 CHECKED BY: JRM  
 PROJECT: NEW HARBOR DEVELOPMENT BUILDING PLAN  
 SHEET NO: 86 OF 103  
**M5.1**



**3** NO SCALE  
 BILGE TREATMENT BLDG WATER SERVICE ENTRANCE SCHEMATIC



**2** 1/4" = 1'-0"  
 BILGE TREATMENT BUILDING ROOF PIPING PLAN



NOTE: BILGE HOUSE IS A CLASSIFIED SPACE. PROVIDE EXPLOSION PROOF/SPARK RESISTANT EQUIPMENT AND MATERIALS AS REQUIRED. REFER TO ELECTRICAL/ARCHITECTURAL FOR CLASSIFICATION

**1** 1/4" = 1'-0"  
 BILGE TREATMENT BUILDING PLUMBING, HEATING, & VENTILATION PLAN

**SHEET NOTES:**

- 1 FOR CONTINUATION, SEE - M5.1
- 2 FOR CONTINUATION, SEE - M5.1
- 3 PROVIDE 1/4" X 3/8" X 18" FT. PROVIDE ANTI-SPIRON, SPILL RESISTANT INSULUM BREADED AT PIPE DROP.
- 4 PROVIDE 2" CAPPED SAMPLING/DWELLER POINT ON HORIZONTAL WASTE DISCHARGE FROM OIL TRAP. PROVIDE CAPPED BALL VALVE. COORDINATE W/ OIL TRAP.

**RISA Engineering, Inc.**  
 MECHANICAL, ELECTRICAL, PLUMBING & HVAC ENGINEERS  
 1111 East 10th Avenue, Suite 101, Anchorage, Alaska 99501  
 Telephone: 907.263.2222



## Memorandum

**To:** Andy Romine (PPM), Ron Rozak (Arcadis), Laura Langdon (City of Valdez)

**From:** Kim Nielsen, P.E.

**Subject:** COV Bilge Water Treatment Building SFM Permit Revisions – ASI-003

**Date:** August 28, 2017

**Project #:** 1894.01

This memorandum summarizes revisions that resulted from the State Fire Marshall (SFM) review and related correspondence. Refer to the SFM Comments letter dated August 10, 2017 and R&M's Response to Comments letter and RSA's associated Response to Comments letter, both dated August 18, 2017 for additional background information.

The Classification of the building has been revised from Class 1 Div. 1 to Class 1 Div. 2. Provide spark resistant equipment and materials as required.

RSA Engineers has provided a modified drawing M5.1 "Bilge Treatment" that incorporates the mechanical changes.

Portable fire extinguishers (2A10BC) 11-pounds each, shall be provided at the locations shown in the attached sketch on Drawing A14.

Per discussions and information provided by Oil Trap, the bilge water treatment package will included closed tanks to comply with Class 1 Div. 2 (see photos below).



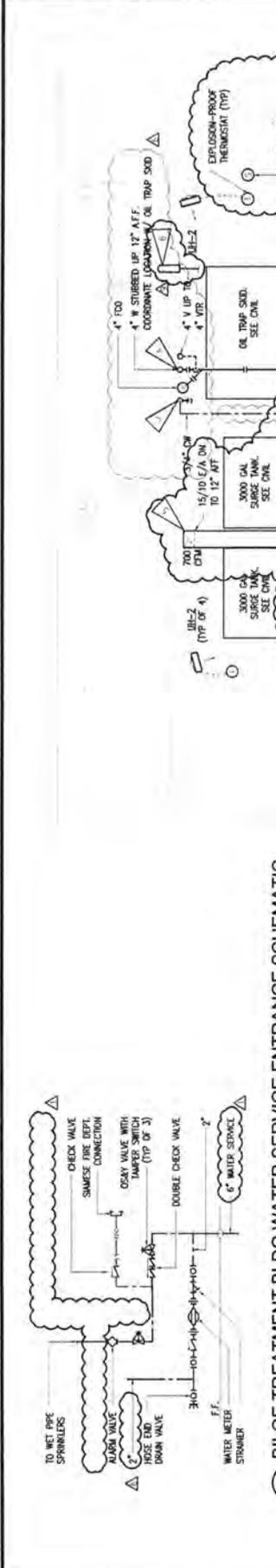


**RISA Engineering, Inc.**  
 9101 Vanguard Drive  
 Anchorage, Alaska 99507  
 mkensu@risona.com  
 Phone: 907.522.7077 Fax: 907.522.3403  
 CORPORATE AUTHORIZATION NUMBER: AEC111

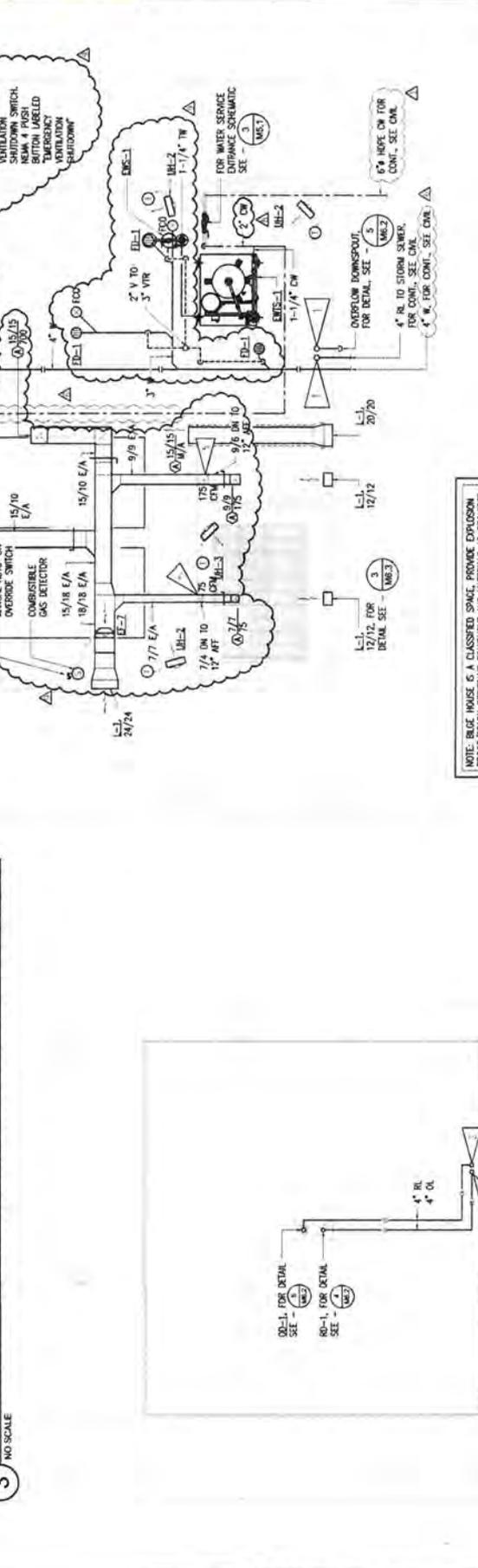
**City of Valdez**  
 NEW HARBOR DEVELOPMENT  
 UPLAND FACILITIES

NO.	DATE	DESCRIPTION
1	06/22/2017	ISSUED FOR PERMIT
2	06/22/2017	REVISED
3	06/22/2017	REVISED

DESIGNER: RISA  
 DATE: 06/22/2017  
 PROJECT: NEW HARBOR DEVELOPMENT UPLAND FACILITIES  
 SHEET: M5.1



**3** BILGE TREATMENT BLDG WATER SERVICE ENTRANCE SCHEMATIC  
 NO SCALE



NOTE: BILGE HOUSE IS A CLASSIFIED SPACE. PROVIDE EXPLOSION PROOF/SPARK RESISTANT EQUIPMENT AND MATERIALS AS REQUIRED. REFER TO ELECTRICAL/MECHANICAL FOR CLASSIFICATION.

**1** BILGE TREATMENT BUILDING PLUMBING, HEATING, & VENTILATION PLAN  
 1/4" = 1'-0"

**SHEET NOTES:**

- 1 FOR CONTRIBUTION, SEE - M5.7
- 2 FOR CONTRIBUTION, SEE - M5.1
- 3 PROVIDE 3/4" HOSE BEB 18" AT. PROVIDE ANTI-SHOCK, SPILL RESISTANT HOOD BROKEN AT PIPE DRIP.
- 4 PROVIDE 2" CAPPED SAMPLING/DWELLER POINT ON HORIZONTAL WASTE DISCHARGE FROM OIL TRAP. PROVIDE CAPPED BALL VALVE. COORDINATE W/ OIL TRAP.
- 5 PROVIDE THROUGH WALL VENT FOR OIL TRAP TANKS. PROVIDE A 4" THROUGH WALL VENT FOR OIL TRAP TANKS. PROVIDE A 4" THROUGH WALL VENT WITH TURNED DOWN ELBOW AND 1/2" SCREEN. PROVIDE 1/2" SCREEN ON E/A OPENING. PROVIDE BLANKING DAMPER.

**2** BILGE TREATMENT BUILDING ROOF PIPING PLAN  
 1/4" = 1'-0"

**RISA Engineering, Inc.**  
 9101 Vanguard Drive  
 Anchorage, Alaska 99507  
 mkensu@risona.com  
 Phone: 907.522.7077 Fax: 907.522.3403

3/2  
 ASI-03

4/3 ASI-03



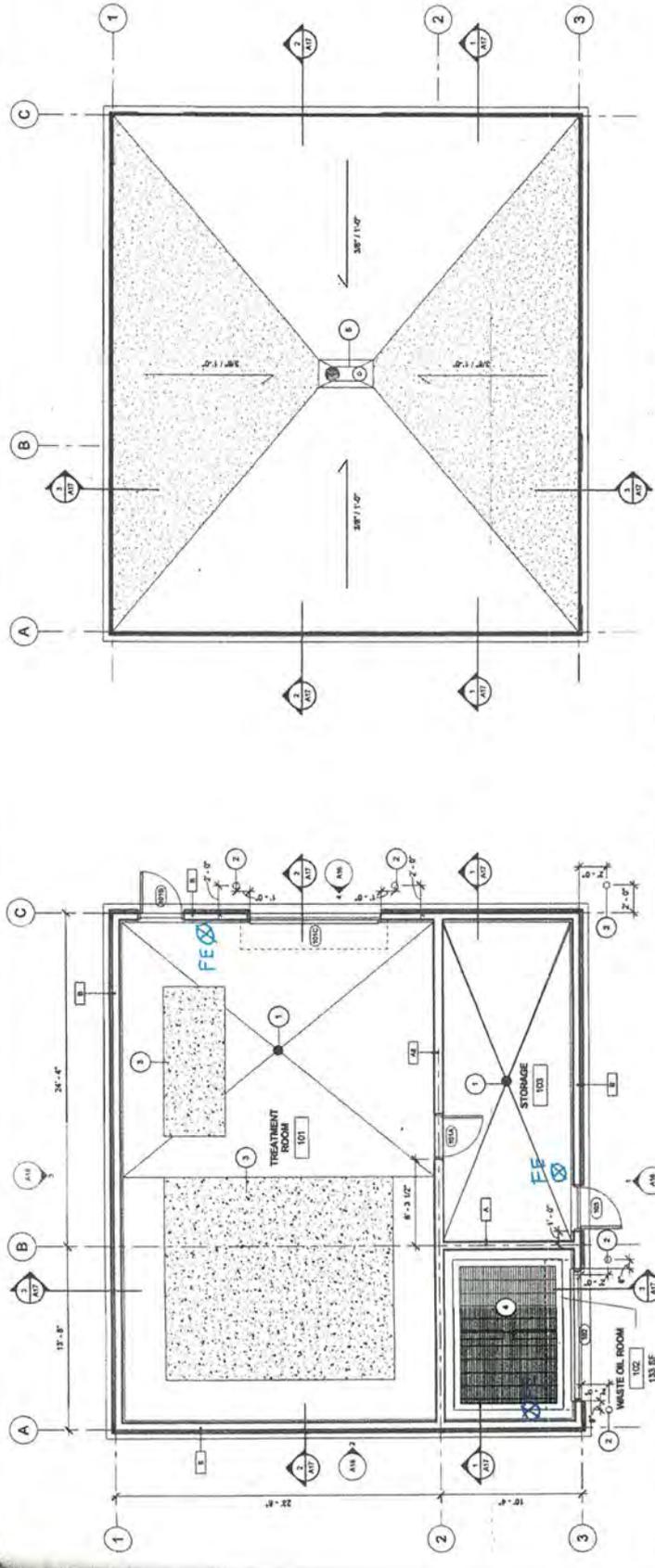
HERBORD ARCHITECTURE & DESIGN  
1000 W. 11th Street  
Valdez, Alaska 99686  
907.865.1234

**MCCOOL CARLSON GREEN**  
ARCHITECTS  
401 W. 8TH AVENUE - SUITE 200  
VALDEZ, ALASKA 99686  
907.865.1234

**City of Valdez**  
HARBOR DEVELOPMENT  
UPLANDS FACILITIES



Project No.	10000000000000000000	Drawing No.	10000000000000000000	Revision No.	10000000000000000000
Drawn by	Checked by	DATE	PROJECT	SHEET NO.	
AM	AM	JUNE 23, 2017	CONFORMED	A14	
PROJECT NAME			SHEET NO.		
BILGE TREATMENT PLANS			10000000000000000000		



**1 BILGE TREATMENT BUILDING - LEVEL 1**  
1/4\"/>

**2 BILGE TREATMENT BUILDING ROOF PLAN**  
1/4\"/>

**PLAN LEGEND**

- ① SHEET NOTES CALLOUT
- ROOM TAG
- WALL TAG - REFER TO VERTICAL ASSEMBLY
- WALL
- DOOR AND TAG
- ROOF SLOPE ARROWS INDICATES DIRECTION OF SLOPE & SLOPE OVER RAIN
- ROOF DRAIN
- SLOPED AREA WITH ARROWS INDICATES DIRECTION OF SLOPE & SLOPE OVER RAIN MINIMUM TO PROVIDE POSITIVE SLOPE TO DRAIN

**BILGE WATER - SHEET NOTES**

- 1 FLOOR DRAIN
- 2 ROLLER
- 3 ROLLER SLAB, REF STRUCTURAL
- 4 ROOF DRAIN



**Change Order Request Narrative #2**

**CO per RFP-004**

**Valdez Harbor Developments Upland  
Facilities**  
Valdez, Alaska

F&W Construction

Attn: Ron Stoops

**Narrative:**

Attached are the costs associated with the changes directed by RFP-004. Credits and additive alternates created for the declassification of bilge water building.

The total cost of this change order: ~~\$9,246.48~~ \$8,171.48

Revised by F&W to  
eliminate duplicate  
shower 11/02/17

Mantech CO #2 per RFP-004 Bilge Changes	COST EACH UNIT	UNIT LABOR HRS	QTY	MATERIAL OR UNIT COSTS	LABOR HRS
Add waterline to OILTRAP	\$128.69	17.86	1	\$128.69	17.86
Add Awsteline to OILTRAP	\$483.93	11.45	1	\$483.93	11.45
CREDIT for Explosion Proof EWTS-1	<b>-\$30,911.63</b>	0.00	1	<b>-\$30,911.63</b>	0.00
COST for NON-explosion proof EWTS-1	\$22,018.00	0.00	1	\$22,018.00	0.00
	\$0.00	0.00	0	\$0.00	0.00
	\$0.00	0.00	0	\$0.00	0.00
	\$0.00	0.00	0	\$0.00	0.00
FREIGHT	\$0.00	0.00	0	\$0.00	0.00
ADDITIONAL MANDAYS	\$125.00	0.00	0	\$0.00	0.00
Administrative labor	\$0.00	1.00	2	\$0.00	2.00
	\$0.00	0.00	0	\$0.00	0.00
	\$0.00	0.00	0	\$0.00	0.00
<b>UNIT AND MATERIAL SUM WITHOUT MARKUP</b>				<b>-\$8,281.01</b>	
<b>MATERIAL SUM X 1.20%</b>				<b>-\$9,937.21</b>	
<b>LABOR HOURS TOTAL</b>					<b>31.31</b>
<b>LABOR COSTS @ \$ 130.00 FLAT RATE</b>					<b>\$4,070.30</b>
<b>SUBCONTRACTOR 1 - Quality Controls</b>	<b>\$8,861.20</b>				
<b>SUBCONTRACTOR 2- HH Sheet Metal</b>	<b>\$4,200.00</b>				
<b>SUBCONTRACTOR 3 - Slayden Insulation</b>	<b>\$678.25</b>				
<b>SUBCONTRACTOR TOTAL COSTS</b>	<b>\$13,739.45</b>				
<b>SUBCONTRACTOR COST X 1.10%</b>	<b>\$15,113.40</b>				
<b>TOTAL LABOR</b>	<b>\$4,070.30</b>				
<b>TOTAL MATERIAL @ 1.20%</b>	<b>-\$9,937.21</b>				
<b>TOTAL COST OF PROPOSED CHANGE ORDER</b>	<b>\$9,246.48</b>				

<b>CPVC 3-15-10</b>	<b>UNIT COST</b>	<b>UNIT LABOR</b>	<b>QTY</b>	<b>MAT</b>	<b>LABOR</b>
<b>1/2" CPVC PIPE</b>	<b>0.35</b>	<b>0.06</b>		<b>0.00</b>	<b>0.00</b>
<b>3/4 CPVC</b>	<b>0.58</b>	<b>0.06</b>	<b>60</b>	<b>34.80</b>	<b>3.60</b>
<b>3/4"COP. LOOP HANGER</b>	<b>1.13</b>	<b>0.75</b>	<b>15</b>	<b>16.95</b>	<b>11.25</b>
<b>3/4" CPVC 90</b>	<b>1.18</b>	<b>0.19</b>	<b>5</b>	<b>5.90</b>	<b>0.95</b>
<b>3/4 CPVC BALL VALVE</b>	<b>8.70</b>	<b>0.44</b>	<b>1</b>	<b>8.70</b>	<b>0.44</b>
<b>3/4" Hose bibb</b>	<b>62.34</b>	<b>1.62</b>	<b>1</b>	<b>62.34</b>	<b>1.62</b>
				<b>0.00</b>	<b>0.00</b>
				<b>128.69</b>	<b>17.86</b>

<b>ABS UPDATED 10-13</b>	<b>UNIT COST</b>	<b>UNIT LABOR</b>	<b>QTY</b>	<b>MATERIAL</b>	<b>LABOR</b>
<b>4" 1/8 BEND</b>	<b>9.10</b>	<b>0.43</b>	<b>1</b>	<b>9.10</b>	<b>0.43</b>
<b>4" WYE</b>	<b>19.90</b>	<b>0.78</b>	<b>1</b>	<b>19.90</b>	<b>0.78</b>
<b>4" FCO</b>	<b>227.00</b>	<b>0.68</b>	<b>1</b>	<b>227.00</b>	<b>0.68</b>
<b>4" HANGERS</b>	<b>0.91</b>	<b>0.85</b>	<b>3</b>	<b>2.73</b>	<b>2.55</b>
<b>4" LS 1/4 BEND</b>	<b>12.80</b>	<b>0.49</b>	<b>6</b>	<b>76.80</b>	<b>2.94</b>
<b>4" ABS PIPE</b>	<b>3.15</b>	<b>0.09</b>	<b>50</b>	<b>157.50</b>	<b>4.50</b>
				<b>483.93</b>	<b>11.45</b>

PACIFIC PLUMBING SUPPLY CO.  
7115 W Marginal Way SW  
Seattle Wa 98106

Quotation# 01384073  
Location# 101  
Branch ANCHORAGE -  
Date 04/13/17  
Page 15 OF 16

\*\* Quotation \*\*

109328  
ANCHORAGE COMM'L QUOTE ACCOUNT

Ship To:  
ANCHORAGE COMM'L QUOTE ACCOUNT

Qte Date:04/13/17 CustP/O:valdez new harbor  
Exp Date:04/23/17 Contact:  
W/B:MICHAEL SLAUGHTER  
Cust Job#

Terms:NET 10TH OF THE MONTH  
Reps :PAC /  
Ship-Via:

=====  
Product/Description Quantity Price U/M Extension  
-----

\*\*\*\*\*  
\* Subtotal 0.00

EWTS-1

\*HAWS 1 30911.6250 EA 30,911.63  
HAWS 8780-.21.321.STD TEMPERIN  
SKID  
SUBTOTAL EWTS-1 30,911.63  
\*\*\*\*\*  
\* Subtotal 0.00

SPEC 133423 2.6B TOILET

\*ACOR 1 906.8235 EA 906.82  
ACORN 1675-T-1-ADA-FV-SW  
TOILET  
SUBTOTAL SPEC 133423 2.6B 906.82  
TOILET 0.00  
\*\*\*\*\*  
\* Subtotal 0.00

SPEC 133423 2.6C URINAL

Continued

**H and H Sheet Metal, Inc.**  
**2110 S. Glenn Hwy #3**  
**Palmer, Alaska 99645**  
**PH: 907-745-4233**  
**FX: 907-745-4234**

9/19/2017

[jason@handsheetmetal.com](mailto:jason@handsheetmetal.com)

**RE:** Valdez Harbor ASI #0003

**Scope:** All labor, material and equipment necessary to furnish and install the HVAC portion complete in accordance with the plans and specs.

**Quote:** \$4,200.00

**Inclusions:** Duct work and associated accessories, Balancing dampers and screens.

**Exclusions:** Paint, Patch, Structural, hoist, crane, man lift, scaffold, shop drawings, seismic engineering and apparatus, test and balance and controls.

**Note:** If a task or item is not specifically listed in the "Inclusion" paragraph above, then it is to be considered excluded.

**Meals & Lodging:** 3 man days

Estimator,

Jason P. Magers

PROJECT ASI 0003

Bid date

ITEM	COST	EXTENSION	LBS	VENDOR
Sheet metal	\$305.00	\$385.83		
Spiral		\$0.00		
Hang/Brace	\$250.00	\$316.25		
Iso's/seismics		\$0.00		
		\$0.00		
GRD screens	\$65.00	\$82.23		
dampers	\$100.00	\$126.50		
ERV/HRV		\$0.00		
AC's		\$0.00		
Fans		\$0.00		
Grease Duct		\$0.00		
GRD's		\$0.00		
Louvers		\$0.00		
FD/FSD's		\$0.00		
Dampers		\$0.00		
Kitchen Hood		\$0.00		
Range Hood		\$0.00		
		\$0.00		
		\$0.00		
		\$0.00		
		\$0.00		
Frnt Anchorage		\$0.00		
Frnt Jobsite		\$0.00		
Extra Frnt		\$0.00		
Air Fare		\$0.00		
Per Diem	\$120.00	\$120.00		
		\$0.00		
		\$0.00		
		\$0.00		
		\$0.00		
SL/Ins. Labor		\$0.00		
S&H	\$1.00	\$125.00		
Shop labor	\$6.50	\$812.50		
Demo labor		\$0.00		
Site labor	\$18.00	\$2,250.00		
Travel		\$0.00		
		\$0.00		
		\$0.00		
		\$0.00		
		\$0.00		
Shop Drawings		\$0.00		
Seismic		\$0.00		
		\$4,218.30	0	

QUALITY CONTROLS  
CO#1

<b>RFP:04 Add 2-position electric valves to the discharge pipes of the surge tanks, add Auto/On switch &amp; emergency Off pushbutton for EF-7</b>	<b>COST EACH UNIT</b>	<b>UNIT LABOR HOURS</b>	<b>QTY</b>	<b>MATERIALS OR UNIT COST</b>	<b>LABOR HRS</b>
FP2PENXB7A-2XS (1 1/2" PVC Valve with XP Actuator and end switch)	\$1,766.00	5.00	2	\$3,532.00	10.00
Electrical Materials (Conduit, cable, fittings, relays, etc.)	\$350.00	0.00	1	\$350.00	0.00
HL600, AOW401 (On/Auto Switch, Emergency Stop Pushbutton)	\$615.00	8.00	1	\$615.00	8.00
	\$0.00	0.00	0	\$0.00	0.00
	\$0.00	0.00	0	\$0.00	0.00
	\$0.00	0.00	0	\$0.00	0.00
	\$0.00	0.00	0	\$0.00	0.00
FREIGHT	\$254.00	0.00	1	\$254.00	0.00
ADDITIONAL MANDAYS	\$125.00	0.00	2	\$250.00	0.00
ADMINISTRATIVE LABOR	\$0.00	4.00	1	\$0.00	4.00
	\$0.00	0.00	0	\$0.00	0.00
	\$0.00	0.00	0	\$0.00	0.00
UNIT AND MATERIAL SUM WITHOUT MARKUP				\$5,001.00	
MATERIAL SUM X 1.20				\$6,001.20	
LABOR HOURS TOTAL					22.00
LABOR COSTS @ \$130.00 FLAT RATE	\$130.00				\$2,860.00
SUBCONTRACTOR 1 -	\$0.00				
SUBCONTRACTOR 2 -	\$0.00				
SUBCONTRACTOR 3 -	\$0.00				
SUBCONTRACTOR TOTAL COSTS	\$0.00				
SUBCONTRACTOR COST X 1.10	\$0.00				
TOTAL LABOR	\$2,860.00				
TOTAL MATERIAL @ 1.20%	\$6,001.20				
<b>TOTAL COST OF PROPOSED CHANGE ORDER</b>	<b>\$8,861.20</b>				



# PUFFIN ELECTRIC, INC



www.puffinelectric.com

3808 Ben Walters Lane  
Homer, Alaska 99603  
(907) 269-4330  
Fax (907) 269-4331

## RFP-4 RESPONSE

Project: City of Valdez New Harbor Development Uplands Facilities

Date: 9-28-17

Owner: City of Valdez

General Contractor: Pacific Pile & Marine

Sub-General Contractor: F&W Construction

Electrical Contractor: Puffin Electric, Inc.

This is our analysis of the changes to our costs for reclassifying the Bilge Water Building from Class 1, Div 1 to Class 1 Div 2:

Our work in the classified space of the building consists of furnishing and installing the light fixtures and electrically connecting the various pieces of equipment furnished by others.

### Lighting fixtures:

The light fixtures we have submitted and have been approved are listed for both Class 1 Div 1 and Class 1 Div 2. These fixtures are a newer and higher performance model than the specified units, they are also less expensive. We incorporated those savings when we bid the project. Due to these less expensive fixtures, we have found no Class 1 Div 2 fixtures which are less expensive, so no savings on light fixtures results from reclassification.

### Wiring methods, switches and disconnects:

Div 2 wiring methods still require conduit seal-offs in conduits at the boundaries of classified space. Also required are Div 1 materials and methods for switching devices including explosion proof boxes and protective seal-offs. For some connections, a less expensive flexible cable may be used, but that will they require additional seal-offs which adds labor in place of material savings. We do not see any quantifiable savings that will be a result of using alternate wiring methods.

### Late installation of mechanical equipment:

Electrical connection of mechanical equipment which is now scheduled for delivery in December will be later than our crew and housing will be available in Valdez. Our impact cost will be the cost to remobilize to Valdez and housing expense. Detail appended.

Bill Smith  
Project Manager.  
Puffin Electric, Inc.





Serving over 100 Alaska communities.

SEARCH **FLIGHTS** PASSENGERS PAYMENT CONFIRMATION

Login to your Profile

Departing

From Anchorage (ANC) To Valdez (VDC)  
 Corvus Airlines operates as Ravn Alaska - Hagerland Aviation operates as Ravn Connect

<div style="display: flex; align-items: center;"> <div style="margin-right: 5px;">Previous</div> <div style="margin-right: 5px;">\$160.00</div> <div style="margin-right: 5px;">\$160.00</div> <div style="margin-right: 5px;">\$160.00</div> <div style="border: 2px solid red; padding: 2px;">\$160.00</div> <div style="margin-right: 5px;">\$160.00</div> <div style="margin-right: 5px;">\$160.00</div> <div style="margin-right: 5px;">\$160.00</div> <div style="margin-right: 5px;">Next</div> </div>
---

Sort by:  Non-stop flights

Flight	Operated by	Depart	Arrive	Duration	Non Refundable	Refundable
800	CORVUS AIRLINES AS RAVN ALASKA	Anchorage (ANC) 08:35 AM	Valdez (VDC) 09:10 AM	0hr 45min	\$160.00	\$200.00
808	CORVUS AIRLINES AS RAVN ALASKA	Anchorage (ANC) 05:05 PM	Valdez (VDC) 05:50 PM	0hr 45min	\$160.00	\$245.00

Returning

From Valdez (VDC) To Anchorage (ANC)  
 Corvus Airlines operates as Ravn Alaska - Hagerland Aviation operates as Ravn Connect

<div style="display: flex; align-items: center;"> <div style="margin-right: 5px;">Previous</div> <div style="margin-right: 5px;">\$160.00</div> <div style="margin-right: 5px;">\$160.00</div> <div style="margin-right: 5px;">\$160.00</div> <div style="border: 2px solid red; padding: 2px;">\$160.00</div> <div style="margin-right: 5px;">\$160.00</div> <div style="margin-right: 5px;">\$160.00</div> <div style="margin-right: 5px;">\$160.00</div> <div style="margin-right: 5px;">Next</div> </div>
---

Sort by:  Non-stop flights

Flight	Operated by	Depart	Arrive	Duration	Non Refundable	Refundable
801	CORVUS AIRLINES AS RAVN ALASKA	Valdez (VDC) 09:35 AM	Anchorage (ANC) 10:15 AM	0hr 40min	\$160.00	\$240.00
807	CORVUS AIRLINES AS RAVN ALASKA	Valdez (VDC) 06:10 PM	Anchorage (ANC) 06:55 PM	0hr 45min	\$160.00	\$200.00

CONTINUE

Trip Summary

Total: **\$ 480.00**

Departing

Refundable  
 Flight: 7H400

Depart: Anchorage (ANC)  
 departure: 08:35am Mon, 01/08  
 Fare Base: YTH  
 Arrive: Valdez (VDC)  
 arrival: 09:10am Mon, 01/08

Arriving

Refundable  
 Flight: 7H407

Depart: Valdez (VDC)  
 departure: 06:10pm Mon, 01/18  
 Fare Base: YTH  
 Arrive: Anchorage (ANC)  
 arrival: 06:55pm Mon, 01/18

Passengers: 1

Price Summary:

Fare: **\$446.52**  
 Taxes: **\$33.48**

Discount  
 Fees

TOTAL: **\$ 480.00**

[View Fare Rules](#)

9/15/2017										
Valdez Bidge Building										
WORKING COPY 40 HR										
DESCRIPTION	QUAN	UNIT	MH	RATE	LABOR	MATERIAL	SUB	MISC	TOTAL	NOTES
<b>GEN CONDITIONS</b>										
SUPER			6	\$ 95.00	\$ 570.00	\$ -			\$ 570.00	
P.M.			2	\$ 100.00	\$ 200.00	\$ -			\$ 200.00	
EQUIPMENT				\$ 85.00	\$ -	\$ -	\$ 1,200.00		\$ 1,200.00	
<b>NEW</b>										
Enlarge House Isolated Pads										
5 Yards Concrete	5	\$320.00	16	\$ 85.00	\$ 1,360.00	\$ 1,600.00			\$ 2,960.00	
Additional Rebar	1	\$335.08	8	\$ 85.00	\$ 680.00	\$ 335.08			\$ 1,015.08	
					\$ 2,810.00	\$ 1,935.08	\$ 1,200.00	\$ -	\$ 5,945.08	

Co./Dept. \_\_\_\_\_  
 Fax No. \_\_\_\_\_  
 From: \_\_\_\_\_  
 Comments \_\_\_\_\_

PHONE: (907) 835-1756

20298

STORE HOURS: 8-5 MON.-SAT.  
 NETL. FAB SHOP HOURS: 7-5 SUN. - FRI.

20298

CUSTOMER NO.	JOB NO.	PURCHASE ORDER NO.	REFERENCE	TERMS	CLERK	DATE	TIME
03566		PH2 WARDOR	PO # PH2 405002	NET 1078	DD	8/28/17	2:49

F & H CONSTRUCTION COMPANY  
 3221 DEE CIRCLE

ANCHORAGE AK 99556

S  
H  
I  
P  
T  
O

DUE DATE: 9/15/17

AREA 13-029

BLANK: 03 DALTON WREN  
 TAX: 001

\*\*\*\*\*  
 F INVOICE \*\*\*\*\*

QUANTITY		UM	SKU	DESCRIPTION	UNITS	PRICE/PER	EXTENSION
SHIPPED	ORDERED						
20		EA	44264R	44 REBAR 1/2" DIAMETER	EA	15.70 / EA	314.00 EA

Valdez #20298  
 cc 3200



\*\* INVOICE CHARGED TO STORE ACCOUNT \*\*

TAXABLE	0.00
NON-TAXABLE	335.00
SUBTOTAL	335.00
TAX AMOUNT	0.00
TOTAL AMOUNT	335.00

*[Signature]*  
 Store Internal Copy

Project: New Boat Harbor  
Contractor/Consultant: Pacific Pile & Marine  
Orig. Contract \$: \$24,907,321.00  
Total all CCOs: \$45,033.52  
New Contract Total: \$24,952,354.52

Change Order No.	Cost
1	\$5,354.56
2	\$6,751.80
3	\$0.00
4	\$8,121.28
5	-\$8,936.55
6	\$33,742.43



## Description

Replace steel mesh with rebar for the three concrete maintenance pads along the boardwalk to accommodate heavy snow removal equipment.

Replace aluminum end plates at the top and bottom of the gangways with an Ultrapoly Luns plate which is more durable against bobcat chains.

Early but limited basin access granted by the USACE.

Replace porcelain restroom fixtures with stainless in the two public warehouse restrooms.

This included four separate items.

1. The specified stainless showers are not suitable for the space. A different product, Swanstone is substituted. Credit of (\$5,994.55).

2. A thinner gauge siding was available and substituted. Credit of (\$6,280.00).

3. The shower flooring specified was not durable enough and a new flooring will be substituted. Cost \$2,953.00

4. The standard colors for the louvers did not match the siding.

Louvers were requested to be color matched. Cost \$385.00

This included 5 separate items

1. Increase isolation pads and set them flush with the surrounding floor.

2. Provide control valves on the outlets of the surge tanks.

3. Provide a hose bib, vacuum breaker, and sampling port/diverter valve at the Oil Trap skid

4. Comply with State Fire Marshal plan review comments.

4.1 Revise building classification from Class 1 Div 1 to Class 1 Div 2 which revises equipment from explosion-proof to spark-resistant.

4.2 Incorporate mechanical changes shown on sheet M5.1

4.3 Provide floor drain connections to sewer rather than sump.

4.4 Install 11-pound fire extinguishers where noted on sheet A14

4.5 Provide closed tanks for bilge water treatment package.

5. Perform additional snow removal



## Legislation Text

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**File #:** 18-0031, **Version:** 1

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**ITEM TITLE:**

City Buildings-Mobile Generator Project Update

**SUBMITTED BY:** Codi Allen, Capital Facilities Project Manager

**FISCAL NOTES:**

Expenditure Required: \$21,250

Unencumbered Balance: \$394,185

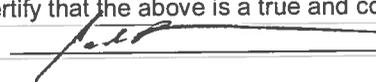
Funding Source: 310-4050-58000

**RECOMMENDATION:**

Receive and File.

**SUMMARY STATEMENT:**

The decision was made with help from the stakeholders to proceed with construction of just two locations from the original design on the City Building-Mobile Generator project. The locations chosen were Lift Stations #5 & #6. These two locations use a similar connection and have similar power needs to the existing set-up at the clinic. The Capital Facilities department published a request for quotes on December 14, 2017 and had four separate responses. Wolverine Supply, Inc. was the lowest quote with a cost for construction at each location of \$10,625.00. A purchase order will be executed in the total amount of \$21,250.00 with an expected substantial completion date of March 30, 2018.

Summary of Proposals Received				Project: City Buildings-Mobile Generator									
Bid Opening				PO No. 75177									
Date: 1/9/2018				Project No. 17-310-4050									
Place: Capital Facilities Conference Room				Electrical Solutions LLC		New Horizons Telecom, Inc.		Electric Power Constructors		Wolverine Supply Inc.			
Bid Item	Description	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	All labor and materials required to complete scope of work for lift station #5	n/a	LS	n/a	\$13,800.00	n/a	20,938.93	n/a	15,591.30	n/a	10,625.00		
2	All labor and materials required to complete scope of work for lift station #6	n/a	LS	n/a	\$12,100.00	n/a	15,197.30	n/a	14,770.99	n/a	10,625.00		
	Addendum(s) Acknowledged				✓		✓		✓		✓		
	Bid Bond				✓		✓		✓		✓		
	Alaska Business License				✓		✓		✓		✓		
	Alaska Contractor License				✓		✓		✓		✓		
	<b>Total Base Bid</b>				\$25,900.00		\$36,136.23		\$30,362.29		\$21,250.00		
	Local bidder preference 10%												
	<b>Total Adjusted Bid</b>												
The bid totals are subject to correction after the bids have been completely reviewed.													
Totals have been reviewed				I hereby certify that the above is a true and correct summary of proposals received.									
Totals have been corrected				 Project Manager									



## Legislation Text

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**File #:** 18-0032, **Version:** 1

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**ITEM TITLE:**

Report: Kelsey Dock Phase 1a Project Update

**SUBMITTED BY:** Nathan Duval, Capital Facilities Director

**FISCAL NOTES:**

Expenditure Required: N/A

Unencumbered Balance: N/A.

Funding Source: N/A.

**RECOMMENDATION:**

Receive & file.

**SUMMARY STATEMENT:**

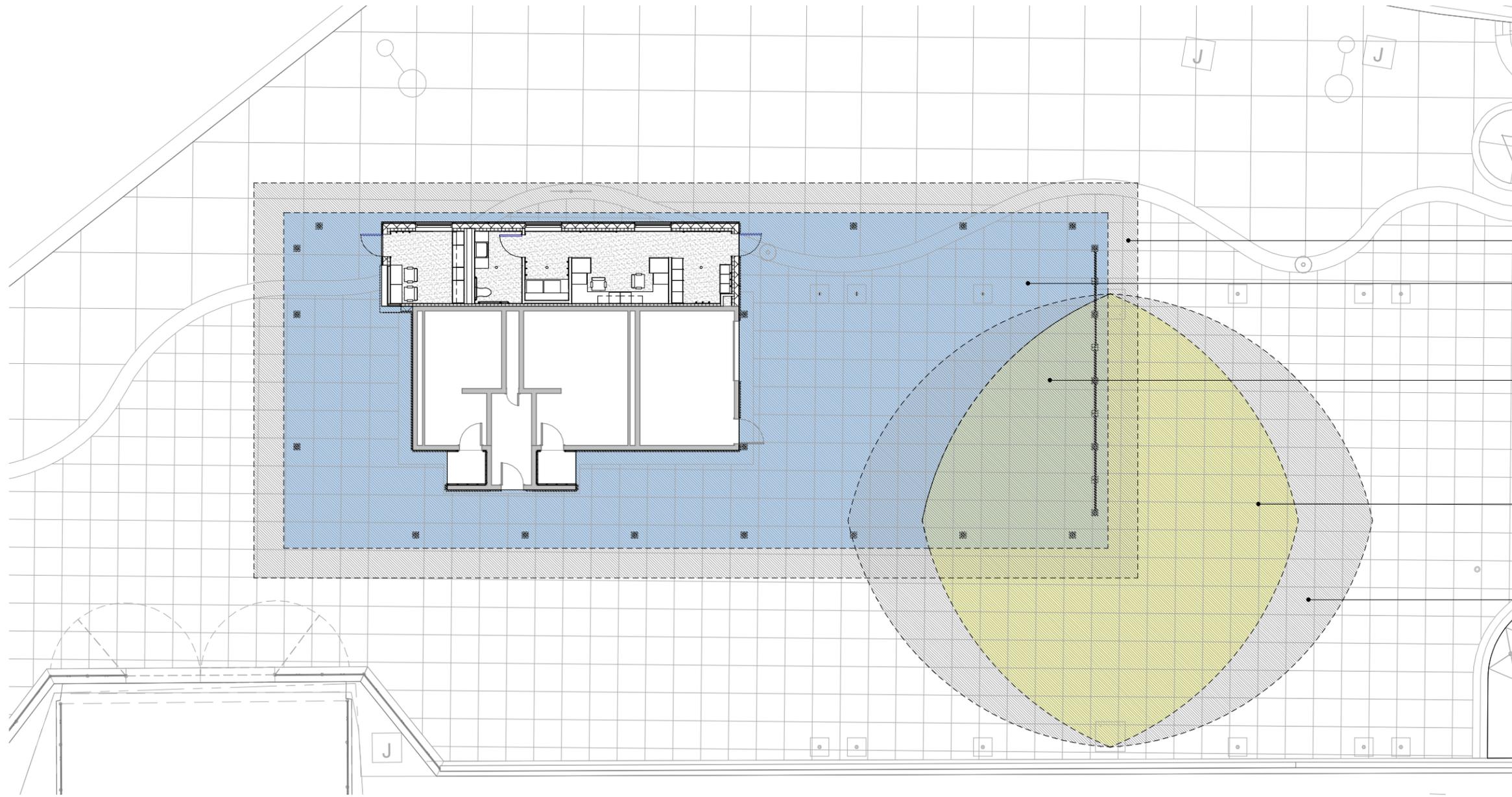
Schematic design for the security office and interpretative canopy are ongoing and moving forward. See attached deliverables for specific design progress and clarification of questions from previous work session. The project is nearing a decision point to incorporate alternative delivery methods for project construction (attached breakdown). Recommend utilizing a prequalified, competitive, Best Value style delivery that will incorporate value engineering from the contractor and will ensure a fixed budget and substantial completion within the desired timeline.



RENDERING: VIEW TO SOUTH W/O CRUISE SHIP

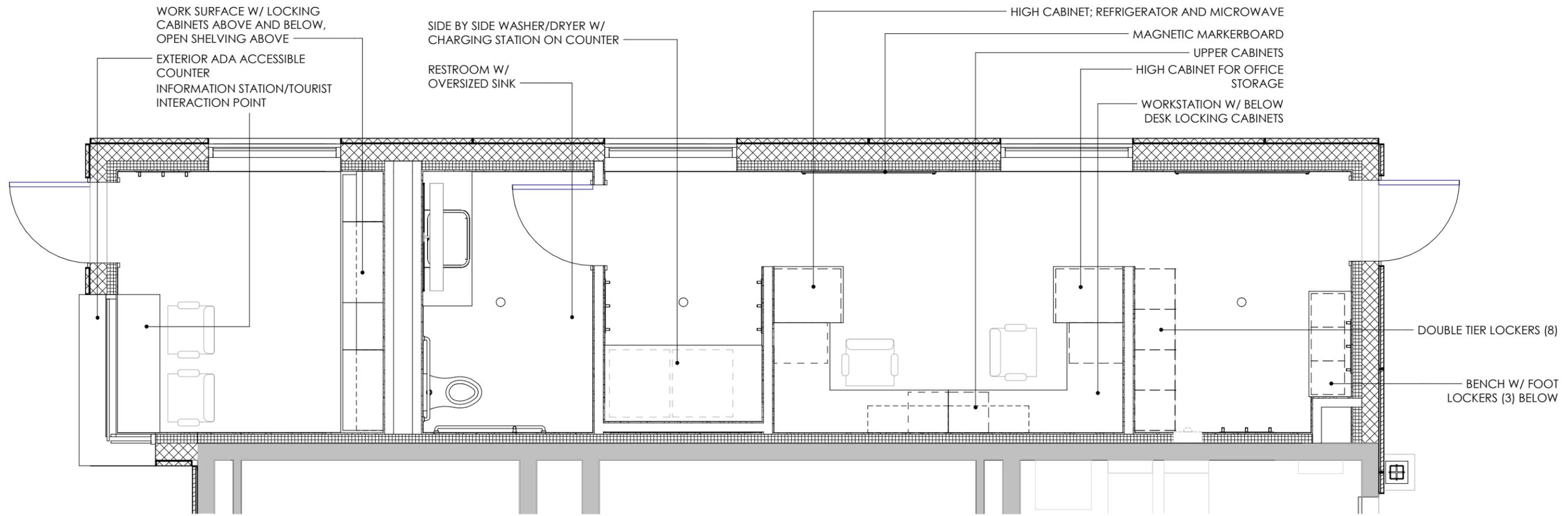


RENDERING: VIEW TO SOUTH W/ CRUISE SHIP

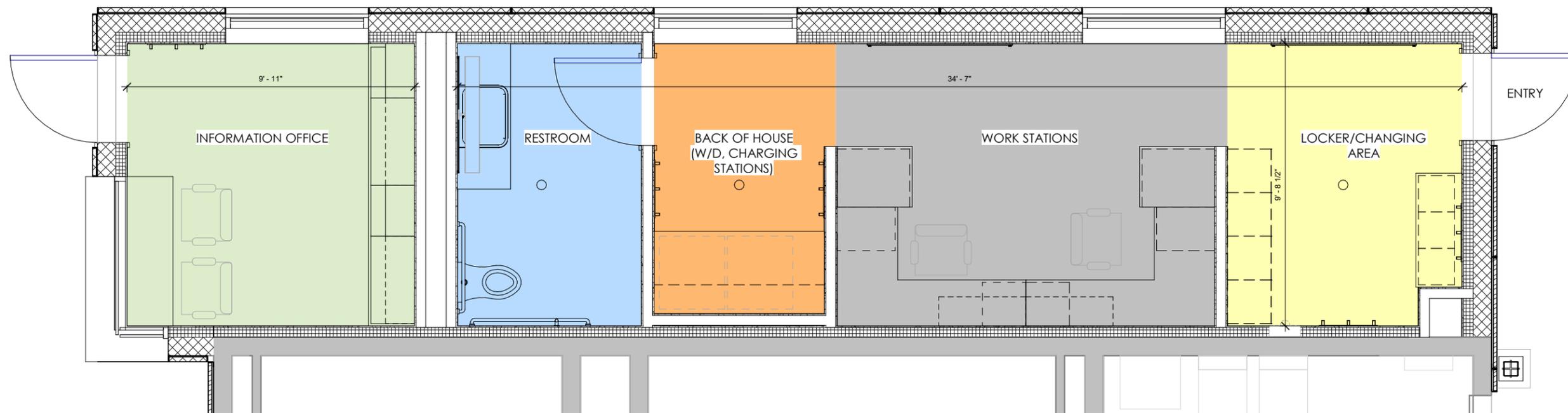


- PAVILION: 4,835 SF FOOTPRINT
- PAVILION: 3,521 SF 'EFFECTIVE' COVER
- GREEN SHADING DENOTES FOOTPRINT/COVER OVERLAP
- PRINGLE: 2,077 SF 'EFFECTIVE' COVER
- PRINGLE: 3,156 SF FOOTPRINT

**PRINGLE/PAVILION SQUARE FOOTAGE COMPARISON DIAGRAM**

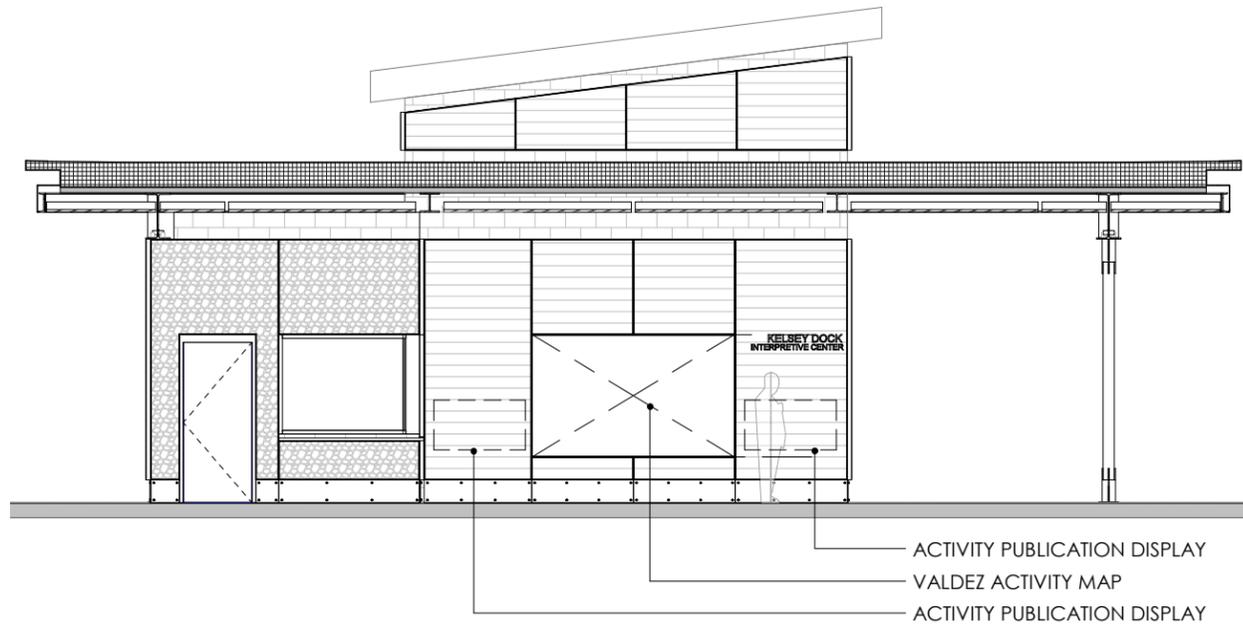


**GUARDHOUSE ANNEX: NOTATED PLAN**

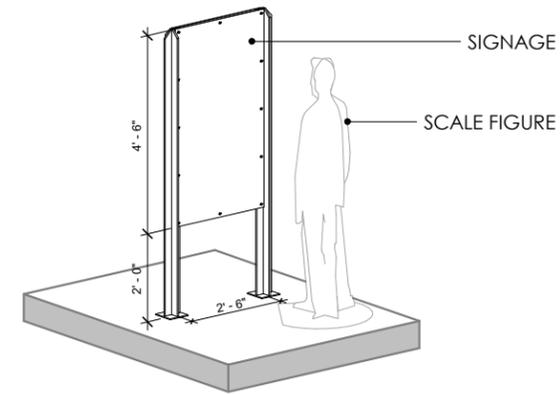


**GUARDHOUSE ANNEX: USE DIAGRAM**

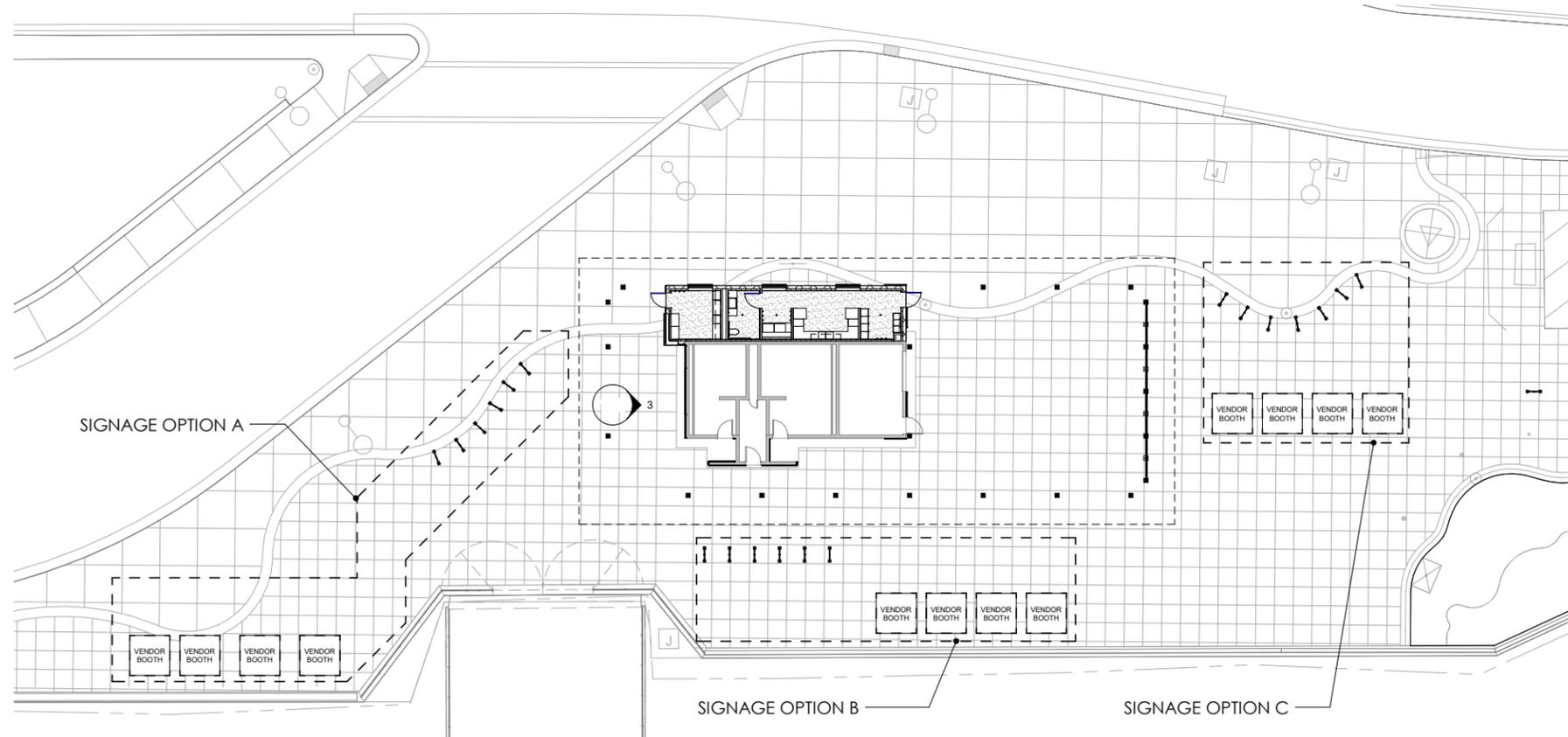




**3: SIGNAGE: WEST ELEVATION OF PAVILION/RESTROOM**



**SIGNAGE CONCEPT**



**SIGNAGE CONCEPT: SITE PLAN AND SIGNAGE OPTIONS**

**SIGNAGE NOTES**  
 - EACH OPTION INCLUDES 6 DOUBLE SIDED FREESTANDING SIGNAGE PLACARDS.  
 - LOCATIONS OF ASSOCIATED VENDOR BOOTHS ARE SHOWN IN LOCATIONS COMPLIMENTARY TO EACH SIGNAGE LAYOUT OPTION.

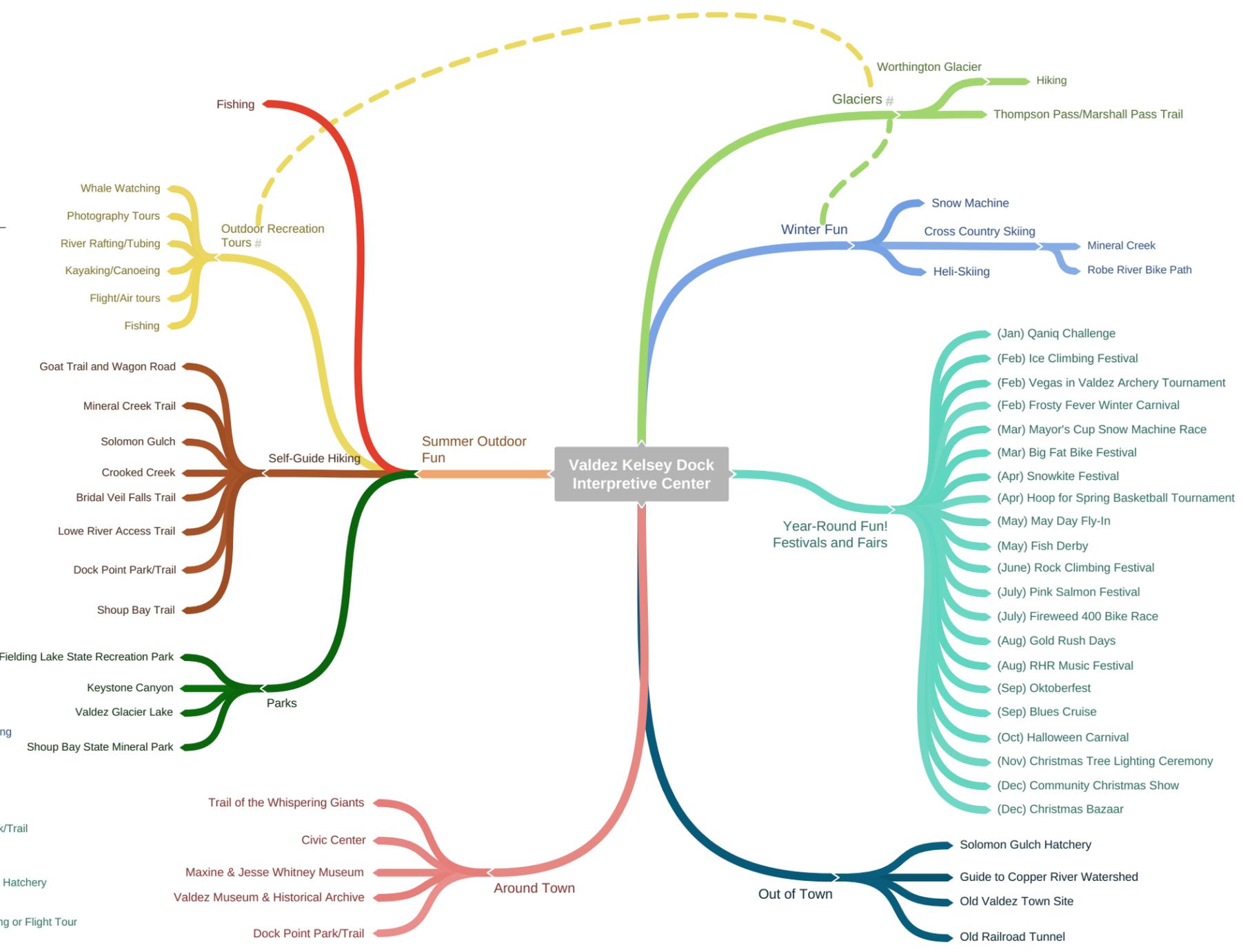
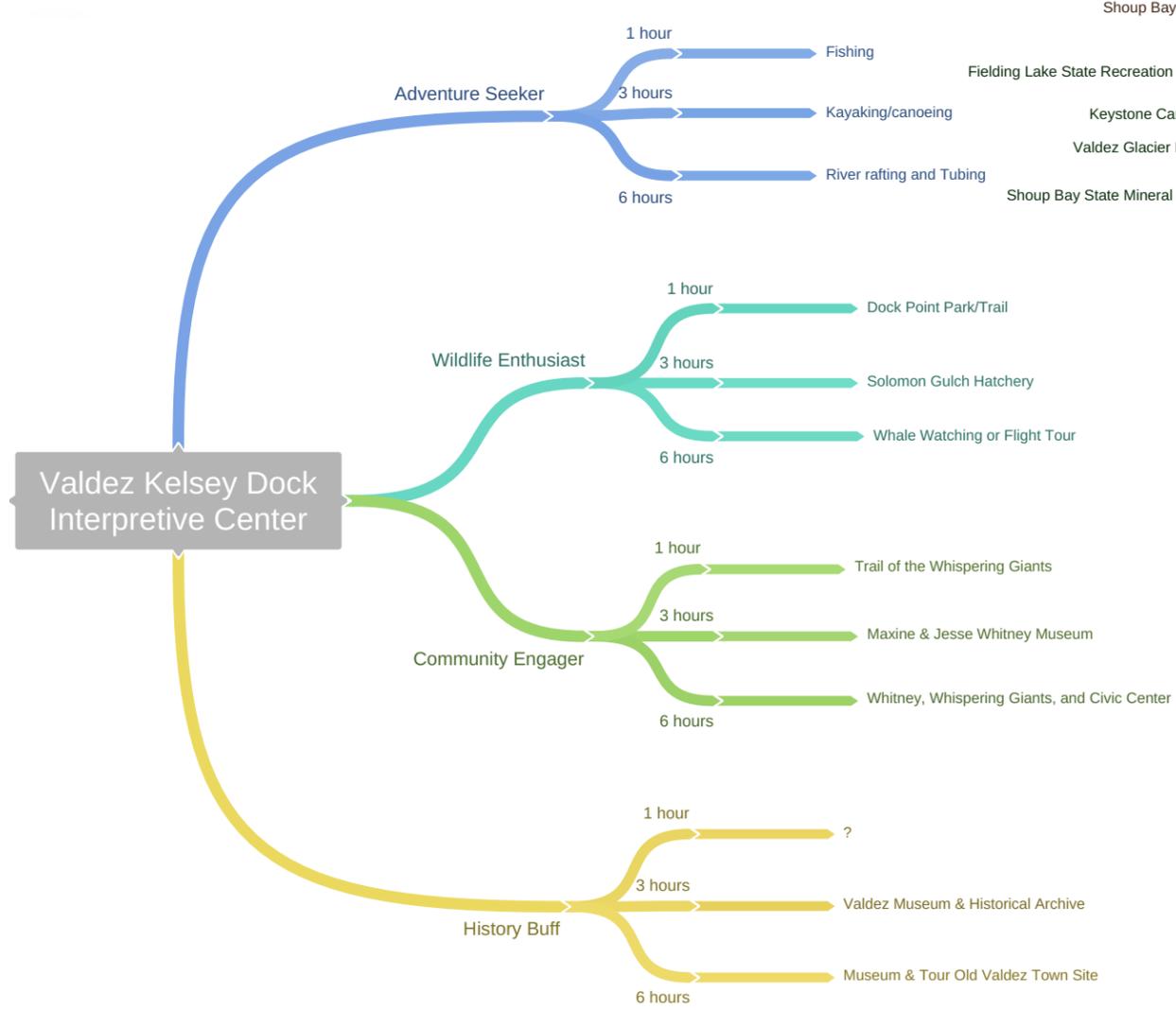
### SIGNAGE CONCEPT MAPPING (ACTIVITY)

DIAGRAM AT RIGHT LISTS ACTIVITIES THAT CAN BE DONE IN AND AROUND VALDEZ. EACH ACTIVITY IS GROUPED WITHIN A BROADER CATEGORY.

THE BROAD CATEGORIES CAN THEN BE ASSIGNED TO A SPECIFIC SIGN. EACH SIGN WOULD BE THEMED TO ALLOW FOR EASY IDENTIFICATION.

AN INDIVIDUAL INTERESTED IN HIKING COULD FIND THE 'OUTDOOR FUN' SIGN, FIND THE 'HIKING' SECTION, AND REVIEW THEIR OPTIONS. A SIMILAR PROCESS COULD BE REPEATED FOR 'IN-TOWN' ACTIVITIES, 'OUT OF TOWN', ETC.

THE LISTING AT RIGHT IS NOT COMPREHENSIVE AND IS INTENDED TO SHOW A POSSIBLE APPROACH TO SIGNAGE DEVELOPMENT.



### SIGNAGE CONCEPT MAPPING (DURATION)

DIAGRAM AT LEFT LISTS ACTIVITIES BY DURATION. A VARIETY OF ACTIVITIES THAT CAN BE DONE WITHIN A CERTAIN DURATION ARE GROUPED TOGETHER. EACH DURATION WOULD BE ASSIGNED A SPECIFIC SIGN WITH SIGNS THEMED FOR EASY IDENTIFICATION.

AN INDIVIDUAL WITH A 2 HOUR WINDOW OF ACTIVITY COULD FIND THE '2 HOUR' SIGN AND REVIEW THE POSSIBLE ACTIVITIES.

THE LISTING AT LEFT IS NOT COMPREHENSIVE AND IS INTENDED TO SHOW AN APPROACH TO SIGNAGE DEVELOPMENT.

**Comparison of Project Delivery Methods**

updated: 01/10/2018

	Traditional Design/Bid/Build	Pre-qualified Design/Bid/Build or Best Value Selection	CM/GC (CM@Risk)	Design/Build -- Negotiated	Design/Build -- Competitive
--	------------------------------	--	-----------------	----------------------------	-----------------------------

**User Satisfaction / Quality of Construction**

Opening Day	Acceptable to Good	Best	Best	Good	Acceptable
1 Year	Acceptable to Good	Best	Best	Good	Acceptable
10 Years	Acceptable to Good	Best	Best	Good	Acceptable, but can be Poor
20 Years	Varies	Best	Best	Good	Often Poor

**Cost/Quality/Scope**

Amount of Product v. Dollars Spent, Complex Project	95%-98%	98%-100%	95%-98%	90% - 95%	95% - 100%
Amount of Product v. Dollars Spent, Medium Complexity	95%-100%	97% - 102%	91%-96%	95% - 98%	92% - 98%
Amount of Product v. Dollars Spent, Simple Project	100%	91%-96%	88%-95%	93% - 96%	97% - 102%
Quality of Product v. Dollars Spent	Good	Best	Good	Good	Acceptable, but can be Poor
Owner Control of Quality/Scope	Best	Best	Good	Good	Poor

**Risk**

Cost Overrun Risk	Medium	Low	Low, but scope reductions will occur	Low, but scope reductions will occur	High, but can be Mitigated
Bid Day Risk, Overbid	Medium	Medium	Low, but scope reductions will occur	Low, but scope reductions will occur	High, but can be Mitigated
Bid Day Opportunity, Underbid	Best	Best	Low	Low	Medium
Change Order Risk, Unforeseen Conditions	Medium	Low	Low	Low	Medium
Change Order Risk, Design Related	Medium	Low	Low	Low	Medium
Change Order Risk, Owner Requested	Low	Low	Low	Medium	High, but can be Mitigated

**Schedule**

Fast-tracked	Often Poor	Medium	Best	Best	Medium
Normal schedule	Best	Best	Good	Good	Often Poor
Phase funding & phased construction	Often Poor	Good	Best	Good	Poor

**Oversight & Project Management**

Design Phase Management Burden	Low	Low to Medium	Low to Medium	Medium	High
Construction Phase Management Burden	Varies Considerably	Lowest	Lowest	Low	High
Partnering Relationships	Varies Considerably	Best	Best	Good, except in rare cases	Often Poor



Legislation Text

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**File #:** 18-0033, **Version:** 1

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**ITEM TITLE:**

Mayor's Report - January 16, 2018

**SUBMITTED BY:** Ruth E. Knight, Mayor

**FISCAL NOTES:**

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

**RECOMMENDATION:**

Receive and file.

**SUMMARY STATEMENT:**

Mayor Knight's January 16<sup>th</sup> written report respectfully submitted for Council consideration.

## Mayor's Report – January 16, 2018

Since our last Council meeting on January 2:

- Donna Schantz and I had a phone conversation with Governor Walker about the ADEC approved C-Plan changes on January 3<sup>rd</sup>. Until the day before our call, he was completely unaware of the changes and was very concerned with how they would weaken the protection of the hatchery and Duck Flats. He let us know he would be discussing this issue with the involved people from industry and ADEC.
- Our attorneys, Mr. Brena and Mr. Staser, convened a meeting of all parties and their counsels to discuss the way forward on the C-Plan appeal after the comment period ends. This took place on January 10<sup>th</sup> and we will meet again after the 12<sup>th</sup>.
- The last date for comments to be sent in on the request for adjudicatory hearing on the Valdez Marine Terminal C-Plan appeals was January 12. To date there have been comments sent from Homer, Cordova, Whittier, Chugach Alaska, commercial, charter, and recreational fishermen, eco-tourism operators and concerned citizens. I would again like to thank everyone who sent in comments. My hope is still that the Commissioner will reverse the decision and return to the matrix in the past C-Plan and avoid any hearing at all.
- Last week, I was able to contact Mr. Brena regarding the possible change of scope in our legal contract with his firm. We hope he will be in town to discuss this further and for the meeting on the 16<sup>th</sup>.
- It is good to have City Manager Doom back in town. I was able to meet and catch up with her at our usual weekly meeting times. She let us know that we have a new Assistant CM coming soon which should help ease her load and allow for more work to get accomplished with less stress on our current staff. It is wonderful to see the teamwork that she is encouraging in staff at all levels.
- We do need to discuss the lack of office space at City Hall. I hope this will be part of the discussion during the Fire Department work session.
- On Monday the 8<sup>th</sup>, I met with Dan O'Connor, CM Doom, and Superintendent Nygaard to discuss the future possibilities for PWSC, COV and VCS to work together. One of the items that kept recurring in this discussion was the serious need for housing in Valdez.
- The Health Advisory Council (HAC) met Tuesday, January 8. It has been determined that the past Mayor's Task Force on Hospital Expansion needs to be resurrected. The Counseling Center will have a new practitioner coming and they have no space for this person to work. We still need to expand Physical Therapy, Specialty Care, and much more. The Community Health Needs Assessment (CHNA) results were discussed. The HAC will be doing strategic planning in February which will be driven by the CHNA.
- Please stay warm, safe, and happy.

Respectfully submitted,



Ruthie Knight, Mayor City of Valdez



Legislation Text

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**File #:** 18-0034, **Version:** 1

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**ITEM TITLE:**

City Council Calendars - January & February 2018

**SUBMITTED BY:** Allie Ferko, CMC, Deputy City Clerk

**FISCAL NOTES:**

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

**RECOMMENDATION:**

Receive and file.

**SUMMARY STATEMENT:**

City Council calendars for January and February 2018 attached for Council reference.

# January 2018- City Council Calendar

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	<b>1</b> <b>HOLIDAY</b> <b>CITY HALL CLOSED</b>  <del>7pm – Ports &amp; Harbor Commission Meeting</del>	<b>2</b>  <b>7pm – Regular Council Meeting</b>	<b>3</b>  <del>7pm – Economic Diversification Commission Meeting</del>	<b>4</b>	<b>5</b>	<b>6</b>
<b>7</b>	<b>8</b>  Noon – Ports & Harbor Commission Special Meeting  6:30pm – School Board Meeting	<b>9</b>  5:30pm – Library Board Meeting (@ Library)  6:30pm – Prov. Health Advisory Council Meeting (@ Hospital)  7pm – Parks & Recreation Commission Meeting	<b>10</b>  6pm – Planning & Zoning Commission Work Session & Meeting	<b>11</b>	<b>12</b>	<b>13</b>
<b>14</b>	<b>15</b>  <b>HOLIDAY</b> <b>CITY HALL CLOSED</b>  7pm – Ports & Harbor Commission Meeting	<b>16</b>  <b>6pm – Council Work Session (Museum)</b>  <b>7pm – Regular Council Meeting</b>	<b>17</b>  <b>6pm – Council Work Session (Fire Station)</b>	<b>18</b>  <b>6pm – Economic Diversification Commission Work Session – Joint Session with City Council Re: Commission Goal Setting</b>  7pm – Economic Diversification Commission Meeting	<b>19</b>	<b>20</b>
<b>21</b>	<b>22</b>  6:30pm – School Board Meeting	<b>23</b>  <i>Note: Previously scheduled Council Work Session re: Senior Center on this date has been moved to Feb. 6<sup>th</sup> before the next regular Council mtg</i>	<b>24</b>  7pm – Planning & Zoning Commission Meeting	<b>25</b>	<b>26</b>	<b>27</b>
<b>28</b>	<b>29</b>  Noon – Beautification Task Force Meeting	<b>30</b>	<b>31</b>			

Note #1: This calendar is subject to change. Contact the City Clerk’s office for updates as needed.

Note #2: Strikethroughs indicate standing meeting has been cancelled.

Updated 01/11/18

# February 2018- City Council Calendar

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
4	5 7pm – Ports & Harbor Commission Meeting	6 6pm – Council Work Session (Senior Center) 7pm – Regular Council Meeting	7 7pm – Economic Diversification Commission Meeting	8	9	10
11	12 6:30pm – School Board Meeting	13 5:30pm – Library Board Meeting (@ Library) 6:30pm – Prov. Health Advisory Council Meeting (@ Hospital) 7pm – Parks & Recreation Commission Meeting	14 7pm – Planning & Zoning Commission Meeting	15	16	17
18	19 HOLIDAY CITY HALL CLOSED 7pm – Ports & Harbor Commission Meeting	20 7pm – Regular Council Meeting	21 7pm – Economic Diversification Commission Meeting	22	23	24
25	26 Noon – Beautification Task Force Meeting 6:30pm – School Board Meeting	27	28 7pm – Planning & Zoning Commission Meeting			

Note #1: This calendar is subject to change. Contact the City Clerk's office for updates as needed.

Note #2: Strikethroughs indicate standing meeting has been cancelled.

Updated 01/11/18