



City of Valdez

212 Chenega Ave.
Valdez, AK 99686

Meeting Agenda

City Council

Tuesday, March 2, 2021

7:00 PM

Council Chambers

Regular Meeting

REGULAR AGENDA - 7:00 PM

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

IV. APPROVAL OF MINUTES

1. [City Council Regular Meeting Minutes of February 16, 2021](#)
2. [City Council 2019 Minutes: \(1\) Regular Meeting Minutes of March 5, 2019, \(2\) Special Meeting Minutes of February 26, 2019, \(3\) Regular Meeting Minutes of February 19, 2019, and \(4\) Regular Meeting Minutes of February 5, 2019](#)

V. PUBLIC BUSINESS FROM THE FLOOR

VI. CONSENT AGENDA

1. [Approval of Amendment No. 2 to the Valdez Container Terminal Scale House Use Agreement with Samson Tug and Barge](#)
2. [Appointment to Regional Citizens' Advisory Council Board of Directors \(Applicant: Amanda Bauer\)](#)

VII. NEW BUSINESS

1. [Discussion Item: COVID-19 Update](#)
2. [Approval of Public Health Mandate 003, Amendment #6 \(Mask Mandate\)](#)
3. [Approval to Purchase Providence Valdez Medical Center Capital/Equipment in the Amount of \\$43,931.84](#)
4. [Discussion Item: Return on Investment Analysis of New Valdez Commercial Harbor Fueling Facility](#)

VIII. ORDINANCES

1. [Ordinance #21-02 - Adoption of New Official Zoning Maps. Second Reading. Adoption.](#)

IX. RESOLUTIONS

1. [#21-10 - Adopting the City of Valdez Employee Personnel Regulations and Creating an Effective Date](#)

X. REPORTS

1. [Change Order Report: Change Order with Orion Construction for HHES and VHS Generator Replacement in the Amount of \\$15,660.00](#)
2. [Report: Temporary Land Use Permit #21-01 for Valdez Motor Sports Club for a 2-acre Portion of USS 439 \(Pipeyard\)](#)
3. [Information Technology Department Report - Verbal Presentation](#)

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

1. City Manager Report

1. [City Manager's Report 3-2-21](#)

2. City Clerk Report

3. City Attorney Report

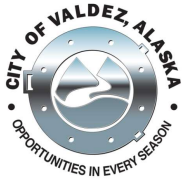
4. City Mayor Report

XII. COUNCIL BUSINESS FROM THE FLOOR

XIII. ADJOURNMENT

XIV. APPENDIX

1. [Council Calendar: March 2021](#)



Legislation Text

File #: 21-0122, **Version:** 1

ITEM TITLE:

City Council Regular Meeting Minutes of February 16, 2021

SUBMITTED BY: City Clerk's Office

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 February 16, 2021 attached for Council review.

City of Valdez

212 Chenega Ave.
Valdez, AK 99686



Meeting Minutes - Draft

Tuesday, February 16, 2021

7:00 PM

Regular Meeting

Council Chambers

City Council

REGULAR AGENDA - 7:00 PM

I. CALL TO ORDER

Mayor Scheidt called the meeting to order at 7:00 p.m. in City Council Chambers.

II. PLEDGE OF ALLEGIANCE

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

III. ROLL CALL

Present: 6 - Mayor Sharon Scheidt
Council Member Ron Ruff
Council Member Susan Love
Council Member Dawson Moore
Council Member Jimmy Devens
Council Member Alan Sorum (*by telephone*)

Excused: 1 - Mayor Pro Tem Dennis Fleming

Also Present: 7 - City Manager Mark Detter
Assistant City Manager Nathan Duval
Assistant City Manager Roxanne Murphy
City Clerk Sheri Pierce
Deputy City Clerk Allie Ferko (*by telephone*)
Records Manager Shelley McMillen
City Attorney Jake Staser

IV. APPROVAL OF MINUTES

1. City Council Regular Meeting Minutes of February 2, 2021

The City Council regular meeting minutes of February 2, 2021 were approved as presented.

~~**V. PUBLIC APPEARANCES**~~

VI. PUBLIC BUSINESS FROM THE FLOOR

VII. CONSENT AGENDA

- 1. Approval of 2021 Community Purpose Property Tax Exemption Program Applications**
- 2. Approval of Waiver of Annual Application Deadline for Senior Citizen Property Tax Exemption Program - Applicant: Andrew Shidner - 443 Resurrection Loop**
- 3. Approval of a Senior Citizen Hardship Property Tax Exemption - Applicant: Barbara Ezell - 333 Klutina Street**

4. **Approval of Waiver of Annual Application Deadline for Senior Citizen Property Tax Exemption Program - Applicant: Leia Alessandrini - 105 Dadina Street**
5. **Proclamation: Teen Dating Violence Awareness Month**

MOTION: Council Member Devens moved, seconded by Council Member Love to approve the Consent Agenda.

VOTE ON THE MOTION:

Yays: 6 - Mayor Scheidt, Council Member Ruff, Council Member Love, Council Member Moore, Council Member Devens and Council Member Sorum

Excused: 1 - Mayor Pro Tem Fleming

MOTION CARRIED.

Ms. Rowena Palomar, Advocates for Victims of Violence (AVV) Executive Director, introduced Mr. Jon Berkeley, Valdez High School principal. Mr. Berkeley thanked Council for addressing teen dating violence through the proclamation. He outlined active steps the school was taking to bring awareness to students including hosting presentations from AVV and the Copper River Child Advocacy Group. Mayor Scheidt asked if a parent was looking for resources on this topic to discuss with their children, where could they go. Mr. Berkeley suggested speaking with the High School Guidance Counselor.

~~VIII. UNFINISHED BUSINESS~~

IX. NEW BUSINESS

1. Discussion Item: COVID 19 Update

Mr. Detter reviewed current case counts both in state and locally, noting a downward trend in both. He outlined the status of current vaccination efforts.

Public Health Nurse Terri Lynch further explained the vaccination schedule, stating Valdez did not receive a February allocation due to being ahead of the rest of the state, thus making round two doses the focus for the month. She explained an early March allocation clinic would occur on the fourth for those currently eligible.

Mr. Detter explained the Valdez Unified Command's intent to distribute state allocated vaccine to the community as fast as possible within state guidelines.

Mayor Scheidt asked if the numbers provided included numbers from groups who receive their own allocations from the state, such as the Coast Guard and the Valdez Native Tribe. Ms. Lynch confirmed the numbers included both groups.

Mr. Detter updated Council on the Mayor's Economic Recovery Task Force initiatives, including the Economic Recovery Program and the Advertising & Marketing Grants.

Dr. Angela Alfaro, physician consultant to the Valdez Unified Command, provided

observations of what she was hearing in the medical community. She outlined current local testing options available and encouraged the community to follow all mitigation measures available.

2. Approval of a Contract with Wolverine Supply, Inc. for the Valdez Elementary & High School Water Piping Replacement in the Amount of \$1,169,000

MOTION: Council Member Ruff moved, seconded by Council Member Devens, to approve the contract with Wolverine Supply, Inc. for the Valdez Elementary & High School Water Piping Replacement in the amount of \$1,169,000.

Council Member Love asked why the project would not replace existing water piping located within the walls to the fixtures. Mr. Duval explained those renovations would be included in the larger high school renovation project, and the situation at the elementary school was similar. He outlined the efficiencies gained by moving forward in this manner.

Mr. Detter complimented Mr. Duval's team for the electronic bidding method used for the project. Mr. Duval outlined how his team would use electronic bidding on larger projects in the future.

VOTE ON THE MOTION:

Yays: 6 - Mayor Scheidt, Council Member Ruff, Council Member Love, Council Member Moore, Council Member Devens and Council Member Sorum

Excused: 1 - Mayor Pro Tem Fleming

MOTION CARRIED.

3. Approval to Purchase a 2021 Peterbilt 520 Truck Equipped with a Labrie Automizer Side Loader Refuse Body from Peterbilt of Alaska in the Amount of \$343,589

MOTION: Council Member Love moved, seconded by Council Member Ruff, to approve the purchase of a 2021 Peterbilt 520 Truck Equipped with a Labrie Automizer Side Loader Refuse Body from Peterbilt of Alaska in the amount of \$343,589.

VOTE ON THE MOTION:

Yays: 6 - Mayor Scheidt, Council Member Ruff, Council Member Love, Council Member Moore, Council Member Devens and Council Member Sorum

Excused: 1 - Mayor Pro Tem Fleming

MOTION CARRIED.

4. Approval to Purchase a 2021 Pierce Encore Rescue from Hughes Fire Equipment Inc. in the Amount of \$424,426

MOTION: Council Member Devens moved, seconded by Council Member Ruff, to approve the purchase of a 2021 Pierce Encore Rescue from Hughes Fire Equipment Inc. in the amount of \$424,426.

Chief Tracy Raynor, Valdez Fire Department, explained the unit was a replacement piece and was on the regular city equipment replacement cycle.

VOTE ON THE MOTION:

Yays: 6 - Mayor Scheidt, Council Member Ruff, Council Member Love, Council Member Moore, Council Member Devens and Council Member Sorum

Excused: 1 - Mayor Pro Tem Fleming

MOTION CARRIED.

X. ORDINANCES

1. #21-02 - Adoption of New Official Zoning Maps. First Reading. Public Hearing.

MOTION: Council Member Love moved, seconded by Council Member Ruff, to approve Ordinance #21-02. First reading. Public hearing.

Planning Director Kate Huber explained the new zoning maps reflected all 34 rezoning ordinances made since May 1996 and brought the City's GIS mapping system up to date.

VOTE ON THE MOTION:

Yays: 6 - Mayor Scheidt, Council Member Ruff, Council Member Love, Council Member Moore, Council Member Devens and Council Member Sorum

Excused: 1 - Mayor Pro Tem Fleming

MOTION CARRIED.

XI. RESOLUTIONS

1. #21-08 - Authorizing the Continuance of the COVID-19 Local Government Disaster Declaration

MOTION: Council Member Devens moved, seconded by Council Member Moore, to approve Resolution #21-08.

Mr. Staser explained how the Local Government Disaster Declaration was maintainable after the State's Disaster Declaration expired.

Mr. Detter reminded Council the local declaration allows flexibility in many aspects, including Valdez Unified Command's ability to function for the benefit of community public health. He recommended clarifying within resolution language the local declaration was not tied to the state declaration.

Council Member Love shared her support of Valdez Unified Command continuing to look at a methodical approach to phasing out of emergency status. Mr. Detter agreed his intent was to bring a draft recommendation from Valdez Unified Command back to Council during an upcoming regular meeting.

VOTE ON THE MOTION:

Yays: 6 - Mayor Scheidt, Council Member Ruff, Council Member Love, Council Member Moore, Council Member Devens and Council Member Sorum

Excused: 1 - Mayor Pro Tem Fleming

MOTION CARRIED.

~~2. **#21-09 - Authorizing the Negotiated Sale of 200 Acres Within Tract B, of ASLS 79-116 to Valdez Property Co, LLC.**~~

Administratively withdrawn at the request of the applicant.

XII. REPORTS

1. **Comprehensive Plan Update**
2. **Change Order Report: Change Order No. 1 with KC Corporation for Animal Shelter Incinerator Replacement Project**
3. **Monthly Treasury Report: December, 2020**
4. **Report on Implementation of Hazard Mitigation Plan**
5. **Procurement Report: Furniture, Fixtures, and Equipment Packages for Valdez Fire Station 1 Replacement Project in the Amount of \$106,881.60**

Council Member Love asked if the \$106,881.60 for the project fell within the overall fire station replacement budget. Mr. Duval confirmed it did.

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

1. City Manager Report

Mr. Detter stated he had authorized analysis of the area surrounding what was commonly referred to as the Rydor property. He commented on the RFP process for the federal lobbyist and the intention to remain with the existing firm.

2. City Clerk Report

Ms. Pierce confirmed disposal of city property would be worked into the Comprehensive Plan process. She reviewed upcoming Council meetings,

including work sessions on personnel regulations and projects the following week.

Ms. Pierce reminded Council petitions to run for city council, school board, and mayor were available in the Clerk's Office.

3. City Attorney Report

Mr. Staser provided updates on projects and cases his firm is working on behalf of the City, including the Alaska Trappers Association, redistricting, escaped property, city employee personnel regulations, code revisions, food truck ordinance, and Pacific Pile & Marine.

4. City Mayor Report

Mayor Scheidt updated Council on the federal lobbyist interview process. She reminded the community public input was still being accepted on the Meals Hill project. She outlined discussion held during the recent Alaska Municipal League meeting.

Mayor Scheidt informed Council of her meeting with Ms. Kate Dugan, Alyeska Pipeline Service Company, and stated they would meet on a quarterly basis to develop an opportunity for an open line of communication between the city and APSC.

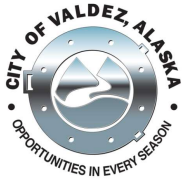
XIV. COUNCIL BUSINESS FROM THE FLOOR

Several council members thanked those involved in the federal lobbyist interview process. They also thanked the volunteers involved with vaccination efforts.

Council Member Moore expressed his enthusiasm for upcoming efforts to refine the CSO process discussed during the Council work session earlier in the evening.

XV. ADJOURNMENT

There being no further business, Mayor Scheidt adjourned the meeting at 8:06 p.m.



Legislation Text

File #: 21-0123, **Version:** 1

ITEM TITLE:

City Council 2019 Minutes: (1) Regular Meeting Minutes of March 5, 2019, (2) Special Meeting Minutes of February 26, 2019, (3) Regular Meeting Minutes of February 19, 2019, and (4) Regular Meeting Minutes of February 5, 2019

SUBMITTED BY: City Clerk's Office

FISCAL NOTES:

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

RECOMMENDATION:

Receive and file

SUMMARY STATEMENT:

The deputy city clerk recently conducted an internal audit to identify past years Council meeting minutes (2019 - 2015) which remained to be transcribed and/or formally reviewed by City Council.

Identified pending past meeting minutes will be submitted to City Council for review in installments by year as they are completed, starting with 2019.

The following pending 2019 City Council meeting minutes are attached for Council review:

- Regular Meeting Minutes of March 5, 2019
- Special Meeting Minutes of February 26, 2019
- Regular Meeting Minutes of February 19, 2019
- Regular Meeting Minutes of February 5, 2019

With these four sets of minutes, all 2019 Council meeting minutes are complete.

The deputy city clerk is conducting internal departmental cross training and putting procedures in place to ensure current year Council meeting minutes remain up-to-date. These steps are critical in the event routine workload for the City Clerk's Office is impacted again by emergent events in the future.

Note: Council meeting audio/video recordings and meeting action summaries (the agenda with the roll call and

motions/votes) have been processed and posted to the City's agenda website within several business days of all meetings/work sessions, including meetings where formal minutes remain pending.

City of Valdez

212 Chenega Ave.
Valdez, AK 99686



Meeting Minutes - Draft

Tuesday, February 5, 2019

7:00 PM

Regular Meeting
Council Chambers

City Council

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

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

II. PLEDGE OF ALLEGIANCE

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

II. ROLL CALL

Present: 5 - Mayor Jeremy O'Neil
Council Member Ron Ruff
Council Member Christopher Moulton
Council Member Lon Needles
Council Member Jim Shirrell

Excused: 2 - Council Member Dennis Fleming
Council Member Darren Reese

Also Present: 4 - City Manager Elke Doom
Deputy City Clerk Allie Ferko
Assistant City Manager Roxanne Murphy
City Attorney Jake Staser

IV. APPROVAL OF MINUTES**1. City Council Regular Meeting Minutes of May 15, 2018**

The City Council regular meeting minutes of May 15, 2018 were approved as presented.

2. City Council Regular Meeting Minutes of September 18, 2018

The City Council regular meeting minutes of September 18, 2018 were approved as presented

V. PUBLIC APPEARANCES**1. Public Appearance: Lanette Oliver, Valdez Adventure Alliance**

Ms. Oliver provided a brief update of the upcoming Ice Festival. Valdez Adventure Alliance Board Members including Andy Shidner, Eric Christensen, and Nick Farline introduced themselves.

Vla. CONSENT AGENDA

MOTION: Council Member Ruff moved, seconded by Council Member Reese to approve the Consent Agenda.

1. Approval of 2019 Community Purpose Property Tax Exemption Program Applications

2. **Approval to Go Into Executive Session: 1. Litigation - Cummings vs. City of Valdez and 2. City Manager Annual Evaluation**
3. **Acceptance of Resignation from City Economic Diversification Commission (Lee Hart)**
4. **Proclamation: Teen Dating Violence Awareness and Prevention Month - February 2019**

Rowena Palomar – Advocates for Victims of Violence (AVV)

Ms. Palomar discussed the effects of teen dating violence on the community and the importance of bringing awareness to the issue. She explained how AVV was working with the school system in response to House Bill 214. She requested everyone wear orange on Tuesday to bring awareness to teen dating violence.

Ms. Palomar informed Council of leadership training provided to three high school students and the grant award received by the students.

Ms. Palomar explained, through the prevention program, AVV was able to create the first Prevention Coalition in Valdez composed of the Police Department, community members, school counselors, employees of Alyeska Pipeline Service Company, church leaders, and members of the AVV staff.

Ms. Palomar outlined the new Girls on the Run empowerment program offered by AVV.

VOTE ON THE MOTION:

Yays: 5 - Mayor O'Neil, Council Member Ruff, Council Member Moulton, Council Member Needles and Council Member Shirrell

Excused: 2 - Council Member Fleming and Council Member Reese

MOTION CARRIED.

Vib. PUBLIC BUSINESS FROM THE FLOOR

No members of the public appeared to provide testimony.

VII. UNFINISHED BUSINESS

1. **Approval of Settlement with Alyeska Pipeline Company Regarding C-Plan Administrative Appeal (Postponed from January 15, 2019 Regular City Council Meeting)**

MOTION ALREADY ON THE FLOOR

Mr. Staser explained how issues had been resolved among all parties and detailed portions of the plan which had changed. City Attorney Robin Brena encouraged Council to adopt the settlement as a pilot process and move forward

to find the most efficient way to protect environmentally sensitive areas.

Mr. Brena encouraged the city to look into creating an ordinance which better protected Prince William Sound. Council Member Shirrell asked if the existing plan would stay in place over the next five years. Mr. Staser outlined the process of assigning an intermediary to assist with proposed changes to the decision matrix moving forward. He stated he did not know at this point if the plan would change at the end of the initial collaborative process or if an agreement to put the plan in place would occur. He explained, ultimately, it was the State's decision.

Mr. Brena stated if a change was made the City did not agree with, an appeal process was available. Council Member Shirrell asked how, from the City's standpoint, the collaborative process was laid out. Mr. Staser outlined the general guidelines. Council Member Shirrell expressed his desire to see the formal framework of the process moving forward. Mr. Staser explained Council would be tasked with choosing a representative to be involved. He stated attorneys would not attend the meetings. Mr. Brena stated it was a facilitated process and outlined how a facilitator would be selected.

RCAC Executive Director Donna Schantz shared her hope to reach consensus through collaborative efforts. She clarified the administrative appeal process occurring was not litigation.

Council Member Moulton asked what the timeframe was for representative suggestions. Mr. Staser agreed to provide it as an agenda item on the next upcoming regular Council Meeting.

VOTE ON THE MOTION:

Yays: 5 - Mayor O'Neil, Council Member Ruff, Council Member Moulton,
Council Member Needles and Council Member Shirrell

Excused: 2 - Council Member Fleming and Council Member Reese

MOTION CARRIED.

VIII. NEW BUSINESS

1. Approval of Amendment #1 to Physician Recruitment & Retention Agreement for Dr. Parin Seakit

MOTION: Council Member Moulton moved, seconded by Council Member Shirrell to approve amendment #1 to physician recruitment and retention agreement for Dr. Parin Seakit.

Council Member Shirrell asked for clarification on how the twenty six percent had

been calculated. Dr. Kathy Todd, Valdez Medical Clinic, explained the calculations included consideration for time spent for conferences and vacations.

VOTE ON THE MOTION:

Yays: 4 - Council Member Ruff, Council Member Moulton,
Council Member Needles and Council Member Shirrell

Excused: 2 - Council Member Fleming and Council Member Reese

Abstain: 1 - Mayor O'Neil

MOTION CARRIED.

2. Approval to Purchase a 2019 Labrie/Leach 2R III Refuse Truck on a 2019 Peterbilt 520 Chassis from Yukon Equipment Inc., in the Amount of \$258,539.00

MOTION: Council Member Shirrell moved, seconded by Council Member Moulton, to approve the purchase of a 2019 Labrie/Leach 2R III Refuse Truck on a 2019 Peterbilt 520 Chassis from Yukon Equipment Inc., in the amount of \$258,539.00.

Council Member Needles asked, in regard to a previous purchase of an identical truck, if Public Works was satisfied with its performance. Public Works Director Rob Comstock stated the quality had met expectations and had been reliable.

Council Member Shirrell asked if the purchase was in the replacement schedule and if the one being replaced was being sold. Mr. Comstock confirmed its inclusion within the replacement schedule. He stated the sale of the old chassis was scheduled.

VOTE ON THE MOTION:

Yays: 5 - Mayor O'Neil, Council Member Ruff, Council Member Moulton,
Council Member Needles and Council Member Shirrell

Excused: 2 - Council Member Fleming and Council Member Reese

MOTION CARRIED.

3. Approval of Professional Services Contract with PND Inc. for Comprehensive Waterfront Master Plan in the Amount of \$396,670

MOTION: Council Member Moulton moved, seconded by Council Member Shirrell, to approve professional services contract with PND Inc. for Comprehensive Master Plan in the amount of \$396,670.

Council Member Shirrell asked if each of the review points were subject to public process. Ports & Harbor Director Jeremy Talbott explained a stakeholders group would be presented to Council for approval, similar to the Kimley-Horn process and how Council could be actively involved.

Council Member Ruff asked if the process would work in conjunction with the Ports & Harbor Commission. Mr. Talbott explained how the stakeholders group would work parallel to the commission and would include additional stakeholders than those represented on the commission.

VOTE ON THE MOTION:

Yays: 5 - Mayor O'Neil, Council Member Ruff, Council Member Moulton,
Council Member Needles and Council Member Shirrell

Excused: 2 - Council Member Fleming and Council Member Reese

MOTION CARRIED.

4. Approval of Professional Services Contract with PND Engineering, Inc. for Kelsey Dock and Valdez Container Terminal Load Capacity Analysis in the Amount of \$104,860

MOTION: Council Member Moulton moved, seconded by Council Member Shirrell, to approve the professional services contract with PND Engineering, Inc. for Kelsey Dock and Valdez Container Terminal load capacity analysis in the amount of \$104,860.

Council Member Shirrell asked if the analysis would serve as the initial stage to identify necessary maintenance and repair for the aging infrastructure. Mr. Talbott outlined the expected outcome of the analysis, including risk mitigation and safe operating parameters. He explained the customer driven need for a current load capacity evaluation. He stated if the analysis brought forth anything new he would return to Council with the information. Mr. Doug Kenley, Vice President of PND Engineering, Inc., stated his team would report back to Mr. Talbott with any items needing to be addressed.

Mayor O'Neil asked if the maintenance would affect load capacity. Mr. Talbott stated it would not.

VOTE ON THE MOTION:

Yays: 5 - Mayor O'Neil, Council Member Ruff, Council Member Moulton,
Council Member Needles and Council Member Shirrell

Excused: 2 - Council Member Fleming and Council Member Reese

MOTION CARRIED.

5. Approval of Contract Award to Orion Construction, Inc. for the Valdez Swimming Pool Renovation in the Amount of \$3,115,000.00

MOTION: Council Member Moulton moved, seconded by Council Member Needles, to approve the contract with Orion Construction, Inc. for the Valdez Swimming Pool Renovation in the amount of \$3,115,000.00.

Council Member Needles expressed his appreciation for moving forward with the project.

Council Member Shirrell asked if there were penalties associated with the contractor's failure to perform if the situation arose. Capital Facilities Director Nate Duval stated there were liquidated damage processes established.

Council Member Moulton encouraged community patience through the pool closure.

Mr. Carl Young, Gilson Middle School & Valdez High School Aquatics Instructor and swim coach, shared his enthusiasm for the project. He explained he was in favor of the early start date in an effort to not sacrifice the upcoming swim season. He requested Council hold the contractor accountable for maintaining the agreed upon timeline. Council Member Shirrell requested Mr. Young come to Council if he had concerns as the project moved forward.

Valdez Resident Erica Shirk requested clarification on the start date. Mr. Duval explained the issued addendum altered the start date from April 1st to March 11th.

VOTE ON THE MOTION:

Yays: 5 - Mayor O'Neil, Council Member Ruff, Council Member Moulton, Council Member Needles and Council Member Shirrell

Excused: 2 - Council Member Fleming and Council Member Reese

MOTION CARRIED.

6. Approval of 2019 Legislative Priorities

MOTION: Council Member Moulton moved, seconded by Council Member Ruff, to approve 2019 legislative priorities with any amendments approved by City Council.

Mr. Sean Arnold, Valdez City Schools superintendent, stated an updated priority list had not been provided to Council the prior year and he outlined the school's priorities including the TRS/PERS retirement system, the extension for reserves beyond ten percent, predictable funding in early childhood education, and additionally support for the Timber Receipts program.

Council Member Shirrell asked what the impact of the presented state budget cuts on the Valdez School System would be and if it should be a council legislative priority. Mr. Arnold outlined how funding would be affected and described the worst case scenario. Council Member Shirrell requested Mr. Arnold provide talking points for the upcoming Council legislative fly-in to Juneau.

Mayor O'Neil requested work sessions prior to approval of legislative priorities in the future to provide opportunities for groups such as the School Board to bring issues forward.

MOTION TO AMEND: Council Member Shirrell moved, seconded by Council Member Moulton to amend the 2019 legislative priorities to include support for the SHARP III Program, support for the value of Medicare expansion in Alaska, support for the Safe & Secure Rural Schools Act, and support for predictable education funding.

Mayor O'Neil expressed interest to include Medicare expansion in the legislative priorities as well.

Dr. Todd requested clarification on which school priorities would be included. Ms. Ferko explained all priorities Mr. Arnold addressed were included in either the original document or the amendment.

VOTE ON THE MOTION TO AMEND:

Yays: 5 - Mayor O'Neil, Council Member Ruff, Council Member Moulton,
Council Member Needles and Council Member Shirrell

Excused: 2 - Council Member Fleming and Council Member Reese

MOTION TO AMEND CARRIED.

VOTE ON THE MAIN MOTION AS AMENDED:

Yays: 5 - Mayor O'Neil, Council Member Ruff, Council Member Moulton,
Council Member Needles and Council Member Shirrell

Excused: 2 - Council Member Fleming and Council Member Reese

MAIN MOTION AS AMENDED CARRIED.

IX. ORDINANCES

1. **#19-01 - Repealing and Reenacting Chapter 15.30 Relating to Flood Hazard Protection Regulations. Second Reading. Adoption.**

MOTION: Council Member Shirrell moved, seconded by Council Member Moulton, to approve Ordinance #19-01.

Council Member Shirrell requested verification on the accuracy of the map. Ms. Doom stated the Planning Department had stated if discrepancies were identified in the future, the department could request an amendment. Ms. Ferko informed Council the city floodplain manager had been in contact with the citizen who had concerns at a prior meeting and communication was occurring on the subject.

VOTE ON THE MOTION:

Yays: 5 - Mayor O'Neil, Council Member Ruff, Council Member Moulton,
Council Member Needles and Council Member Shirrell

Excused: 2 - Council Member Fleming and Council Member Reese

MOTION CARRIED.

X. RESOLUTIONS

1. **#19-06 - Amending the 2019 City Budget by Transferring \$105,000 from Unencumbered Port Fund Balance to Port Department for Dock Load Capacity Study, and Transferring \$396,670 from Harbor**

Maintenance Reserve to Harbor Department for Waterfront Master Plan Costs

MOTION: Council Member Moulton moved, seconded by Council Member Ruff to approve Resolution #19-06.

VOTE ON THE MOTION:

Yays: 5 - Mayor O'Neil, Council Member Ruff, Council Member Moulton, Council Member Needles and Council Member Shirrell

Excused: 2 - Council Member Fleming and Council Member Reese

MOTION CARRIED.

2. #19-07 - Authorizing City Administration to Defer Payments Due from Individual Federal Employees for City Services and to Waive Related Interest Charges for the Duration of any Federal Government "Shut-Down" Furlough Period in 2019

MOTION: Council Member Needles moved, seconded by Council Member Shirrell, to approve Resolution #19-07.

Council Member Shirrell asked if the resolution would apply to a second shut-down within 2019. Ms. Doom stated it would.

Council Member Shirrell asked if there was opportunity for the resolution to be used in a way incongruent with Council's intent. Finance Director Brian Carlson explained accounts would be settled at the end of furlough periods.

Valdez Resident Alan Sorum encouraged the City to pursue becoming a Coast Guard City.

VOTE ON THE MOTION:

Yays: 5 - Mayor O'Neil, Council Member Ruff, Council Member Moulton, Council Member Needles and Council Member Shirrell

Excused: 2 - Council Member Fleming and Council Member Reese

MOTION CARRIED.

XI. REPORTS

- 1. Change Order Report: Change Orders #4 & #5 with Rain Proof Roofing for the Seven Building Roof Replacement Contract.**
- 2. Report: Tasks and Timeline for 2019 Bond Issue**

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

1. City Manager Report

Ms. Doom stated a Health Advisory Board would be meeting to discuss how to

improve health in the community. She updated Council on the dark fiber upgrades through the IT Department.

Ms. Doom thanked Mr. Duval and his team for efforts to bundle different pool projects to put forth a single complete pool project which could be done in a timely manner.

Ms. Doom outlined training opportunities being provided to City staff including conflict management and leadership & management.

Ms. Doom reminded Council of the upcoming presentation of the City Employee Personnel Regulation revision draft at the next regular Council meeting. She provided a brief review of changes being made to the Personnel Regulations and the goal of clarity. Council Member Shirrell asked if the third party review concept was being addressed. Ms. Doom explained she had been in contact with a group who provides conflict resolution and Mr. Staser would be reviewing it as well. She stated she would schedule work sessions on the Personnel Regulations prior to finalization.

Ms. Doom thanked Human Resources Director Tim James for his work with the City and wished him well in his future endeavors as he departed City service.

Council Member Shirrell requested adding the term "planning" to the Health Advisory Board name to differentiate between it and the hospital's established Health Advisory Council.

2. City Clerk Report

Ms. Ferko updated Council on the upcoming municipal election and an opening on the Economic Diversification Commission.

3. City Attorney Report

Mr. Staser provided updates on projects and cases his firm is working on behalf of the City, including the school bond reimbursement, borough formation, Barton vs. City of Valdez, Boulder Bay, C-Plan adjudication, and Title 8 updates.

4. City Mayor Report

Mayor O'Neil congratulated the winner of the Valdez City Schools Spelling Bee as well as the Valdez Buccaneers' team on their recent victory. He reminded the community of the Healthier Valdez program currently underway.

Mayor O'Neil expressed condolences for those affected by the Guardian Flight crash.

XIII. COUNCIL BUSINESS FROM THE FLOOR

Several Council members thanked Mr. Duval for his efforts with the pool project. They wished Mr. James luck in his future endeavors.

Council Member Moulton thanked those who volunteer at the Salmonberry Ski Hill. He encouraged anyone interested in volunteering to reach out to himself or Bridget Irish.

Council Member Ruff echoed the Mayor's condolences expressed for the Guardian Flight family.

XIV. EXECUTIVE SESSION

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

XV. RETURN FROM EXECUTIVE SESSION

City Council transitioned out of executive session at 10:17 p.m.

XVI. ADJOURNMENT

There being no further business, Mayor O'Neil adjourned the meeting at 10:17 p.m.

DRAFT

City of Valdez

212 Chenega Ave.
Valdez, AK 99686



Meeting Minutes - Draft

Tuesday, February 19, 2019

6:00 PM

Regular Meeting

Council Chambers

City Council

REGULAR AGENDA - 7:00 PM

I. CALL TO ORDER

Council Member Moulton called the meeting to order at 7:03 p.m. in Valdez City Council Chambers.

II. PLEDGE OF ALLEGIANCE

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

III. ROLL CALL

Present: 5 - Council Member Christopher Moulton (Chairman)
Council Member Ron Ruff
Council Member Lon Needles
Council Member Jim Shirrell
Council Member Darren Reese

Excused: 2 - Mayor Jeremy O'Neil
Council Member Dennis Fleming

Also Present: 5 - City Manager Elke Doom
City Clerk Sheri Pierce
Deputy City Clerk Allie Ferko
Assistant City Manager Roxanne Murphy
City Attorney Jake Staser

IV. PUBLIC BUSINESS FROM THE FLOOR

No members of the public appeared to provide testimony.

V. CONSENT AGENDA

**1. Approval To Go Into Executive Session Re: (1) Pending Litigation Strategy
(2) City Manager Evaluation**

MOTION: Council Member Ruff moved, seconded by Council Member Reese, to approve the Consent Agenda.

VOTE ON THE MOTION:

Yays: 5 - Council Member Ruff, Council Member Moulton, Council Member Needles, Council Member Shirrell and Council Member Reese

Absent: 2 - Mayor O'Neil and Council Member Fleming

MOTION CARRIED.

VI. NEW BUSINESS**1. Approval of Funding for Installation and Maintenance of Two Prince William Sound Regional Citizens Advisory Council (RCAC) DART Buoys in Port Valdez in the Amount of \$40,000**

MOTION: Council Member Shirrell moved, seconded by Council Member Reese, to approve funding for installation and maintenance of two PWSRCAC DART buoys in Port Valdez in the amount of \$40,000.

Council Member Needles requested further information on where data would go. RCAC representatives Allen Sorum and Joe Lally outlined how the public would have access to all data collected through the National Ocean Observing System, a branch of the National Oceanic and Atmospheric Administration (NOAA). Mr. Sorum explained in the past the buoys had been part of the National Data Buoy System and he hoped to have the buoys reincorporated into that system.

Council Member Shirrell asked how the funds requested would be allocated. Mr. Lally explained the funds would cover the transportation, installation, and maintenance of the two DART Buoys for a period of up to five years.

Council Member Shirrell requested clarification on the areas covered by the buoys and how the data would assist in future oil spill response. Mr. Sorum explained the placement of the buoys. Mr. Lally stated data gathered from the buoys would assist in response efforts for spills of all sizes, covering areas including the fish hatchery and the duck flats. Mr. Staser emphasized the need for real time data.

Council Member Reese asked what interest Alyeska had expressed in the information. Mr. Lally and Mr. Sorum outlined Alyeska's full and willing involvement in the placement of the buoys.

Council Member Reese asked for the life expectancy on the buoys. Mr. Sorum explained with proper maintenance, the life expectancy was decades. Council Member Reese requested further clarification on proper maintenance. Mr. Sorum outlined standard maintenance requirements and explained how RCAC hoped to work with the Science Center to perform necessary maintenance.

Council Member Reese asked about the expectations of data and if five years would suffice. Mr. Lally explained five years was the agreed upon settlement point. Afterwards, the hope was if NOAA integrated the buoys into their system, the buoys would collect data long term. City attorney Robin Brena outlined the original oil spill trajectory modeling and stated it had been unrealistic and explained how real time data from the buoys would assist in future trajectory models.

Council Member Moulton requested verification RCAC was stating in their proposal they would not request funds in the future for the buoys. Mr. Sorum confirmed they did not anticipate returning to request additional funds.

Council Member Shirrell encouraged RCAC to budget for the buoys moving forward.

VOTE ON THE MOTION:

Yays: 5 - Council Member Ruff, Council Member Moulton, Council Member Needles, Council Member Shirrell and Council Member Reese

Absent: 2 - Mayor O'Neil and Council Member Fleming

MOTION CARRIED.

2. Approval of Waterfront Master Plan Steering Committee

MOTION: Council Member Ruff moved, seconded by Council Member Shirrell, to approve the community stakeholders listed, for the Waterfront Masterplan Steering Committee.

Council Member Moulton asked where the names on the list came from. Ports & Harbor Director Jeremy Talbott outlined the selection process. He confirmed the committee would meet separately from the Ports & Harbor Commission. Council Member Ruff and Council Member Reese volunteered to serve on the committee as Council representatives. Mr. Talbott explained how the meetings would be advertised.

Council Member Moulton asked if other departments would be privy to the meetings. Mr. Talbott agreed they would be.

VOTE ON THE MOTION:

Yays: 5 - Council Member Ruff, Council Member Moulton, Council Member Needles, Council Member Shirrell and Council Member Reese

Absent: 2 - Mayor O'Neil and Council Member Fleming

MOTION CARRIED.

3. Approval of Memorandum of Understanding Between the City of Valdez and Valdez Museum and Historical Archive Association

MOTION: Council Member Needles moved, seconded by Council Member Shirrell, to memorandum of understanding between the City of Valdez and Valdez Museum and Historical Archive Association.

Council Member Shirrell explained he felt the topic was perfunctory and was approving what came out of the work session.

Council Member Moulton requested information on expected funding sources for the project. Mr. Gary Minish, president of the VMHA Board of Directors, explained what approval of the MOU would mean for Council and outlined the expected funding process. He explained the commitment was to begin procurement of land for the museum and to set up a funding account. Valdez Museum & Historical Archive Director Patty Relay explained the initial outlay of the project and the purpose for the MOU.

Council Member Moulton expressed his desire for Council and the Museum to compromise when property selection was addressed.

Council Member Shirrell requested the Museum work in collaboration with the harbor planning group, Kimley-Horn, and other planning groups.

VOTE ON THE MOTION:

Yays: 4 - Council Member Ruff, Council Member Moulton, Council Member Needles, and Council Member Shirrell

Nays: 1 - Council Member Reese

Absent: 2 - Mayor O'Neil and Council Member Fleming

MOTION CARRIED.

VII. RESOLUTIONS

1. #19-08 - Adopting the City of Valdez Natural Hazard Mitigation Plan

MOTION: Council Member Shirrell moved, seconded by Council Member Reese, to approve Resolution #19-08.

Council Member Shirrell asked what the Natural Hazard Mitigation Plan was and what it committed the community to do. Ms. Doom explained the plan outlined all the natural hazards in Valdez, including risk assessments and mitigation strategies, allowing the City to apply for grant funding. She outlined how it would affect prioritizing projects. Economic Diversification Director Martha Barberio explained how the plan added an additional layer of mitigation effort in emergency management required by the state.

VOTE ON THE MOTION:

Yays: 5 - Council Member Ruff, Council Member Moulton, Council Member Needles, Council Member Shirrell and Council Member Reese

Absent: 2 - Mayor O'Neil and Council Member Fleming

MOTION CARRIED.

VIII. REPORTS

1. January 2019 New Boat Harbor Report

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

1. City Manager Report

Ms. Doom reported Council Members and staff from the City traveled to Juneau for the annual legislative fly-in. They attempted to meet with the Governor, but he was unavailable. Meetings with state legislators occurred, discussing the proposed budget and potential impacts on the Valdez community.

2. City Clerk Report

Ms. Pierce reviewed upcoming items on the Council Calendar.

3. City Attorney Report

Mr. Staser outlined projects and provided updates on cases his firm is working on behalf of the City, including School Bond Reimbursement, Borough Formation, Barton v. City of Valdez, Boulder Bay, C-Plan and the Title 8 update.

4. City Mayor Report**X. COUNCIL BUSINESS FROM THE FLOOR**

Council Member Ruff addressed the open letter to the Governor posted on Facebook by the Mayor. He stated in no way did the letter represent him as a Council member. He was not consulted about it and wanted to be on the record saying he wanted nothing to do with the Mayor's letter. Council Member Moulton stated it was his understanding the letter was not written on behalf of Council.

Council Member Reese reminded the community that local roads were still icy in the mornings. Please drive carefully.

Council Member Shirrell stated in regards to SB57, the City needed to take their time to work through and read it carefully, but also needed to move quickly to discuss strategies to address concerns it raised.

XI. EXECUTIVE SESSION

City Council transitioned into Executive Session at 8:03 p.m.

XII. RETURN FROM EXECUTIVE SESSION

City Council transitioned out of Executive Session at 9:59 p.m.

XIII. ADJOURNMENT

There being no further business, Council Member Moulton adjourned the meeting at 10:00 p.m.

City of Valdez

212 Chenega Ave.
Valdez, AK 99686



Meeting Minutes - Draft

Tuesday, February 26, 2019

8:00 PM

Special Meeting
Council Chambers

City Council

SPECIAL MEETING AGENDA - 8:00 PM**I. CALL TO ORDER**

Mayor O'Neil called the meeting to order at 8:00 p.m. in Valdez City Council Chambers.

II. ROLL CALL

Present: 5 - Mayor Jeremy O'Neil
Council Member Christopher Moulton
Council Member Lon Needles
Council Member Jim Shirrell
Council Member Darren Reese

Excused: 1 - Council Member Ron Ruff

Absent: 1 - Council Member Dennis Fleming

Also Present: 6 - City Manager Elke Doom
City Clerk Sheri Pierce
Deputy City Clerk Allie Ferko
Records Manager Shelley McMillen
Assistant City Manager Roxanne Murphy
City Attorney Jake Staser

III. RESOLUTIONS**1. #19-09, Opposing SB57 & HB59**

MOTION: Council Member Reese moved, seconded by Council Member Needles to approve Resolution #19-09, opposing SB 57 and HB 59.

Mayor O'Neil read the resolution into record.

Council Member Shirrell expressed concern over a community being left out of the listed municipalities. City Attorney Robin Brena explained how the listed communities had been identified and did not believe any had been missed.

Council Member Shirrell requested all Council Members sign the resolution to present a united front. Mr. Brena agreed. Ms. Pierce explained in the past Council had included a letter to accompany the resolution and individual Council Members would sign the letter. She expressed concern over gathering all signatures in a timely manner congruent with Council's desire to expedite the mailing of the resolution. Mr. Brena added one of the Council Members may be conflicted from signing due to employment.

Council Member Needles asked what the letter would say. Ms. Pierce explained it would be a cover letter to the resolution. Council Member Shirrell stated he was comfortable supporting a letter if Council chose to follow through with the option. His desire was to show a united front.

Council Member Moulton asked if those employed by Petro Star Oil Refinery would be conflicted from voting in the same manner as those employed by the

Alyeska Pipeline Service Company. Mr. Brena explained how the two differed and a conflict was only present for the latter.

Council directed Ms. Pierce to format the letter and provide it for signatures.

Council Member Shirrell asked in regard to the draft press release, what precedent was set to change the taxing of areas other than oil and gas, i.e. fish tax. He asked if there would be value to mentioning fish tax in the resolution. Mr. Brena explained Mr. Staser had suggested language in regard to taking taxes from other municipalities, but suggested against identifying specifics. He recommended deferring to the Mayor's comments. Mr. Staser stated one of the goals was to treat SB57 and HB59 as a distinct issue rather than lump them into other elements of the proposed budget. Mr. Kim Hutchison, state lobbyist for the City, explained everyone was aware they were facing similar issues. He was comfortable continuing with the press release as written.

Mr. Mike Wells, Valdez resident, applauded Council for taking a stand against SB57. He asked the City to put together a well-crafted letter and send it to every resident post office box holder outlining what was at stake. He requested Council invite Representative George Rauscher and Senator Mike Shower to come to Valdez and sit with the constituents who would be impacted by the proposed bills. He expressed interest in reestablishing alliances with the Trans-Alaska Pipeline Company (TAPS) communities listed in the resolution to broaden the voice of those opposed to the bills.

Council Member Moulton explained the general population assumed the funds discussed stemmed from an oil tax levied against TAPS when in actuality the funds came from the same City property tax levied against every property within the municipality.

Ms. Doom informed Council the Alaska Municipal League had reached out to schedule a conference call with multiple Alaska communities to discuss the potential effects of both bills and collaborate together. She stated she would reach out to Council with further details once a date had been set.

Several Prince William Sound College nursing students expressed their support of the resolution and shared potential effects of SB57 and HB59 on the nursing program, up to and including cancellation of said program.

Council Member Shirrell shared his support for the local nursing program.

Mayor O'Neil shared his hope the bill would not muster the political support it would need to move forward. He stated SB57 and HB59 were especially pernicious and un-Alaskan. He explained the numerous impacts extended beyond TAPS and would be devastating to the Valdez community.

VOTE ON THE MOTION:

Yays: 5 - Mayor O'Neil, Council Member Moulton, Council Member Needles, Council Member Shirrell and Council Member Reese

Excused: 1 - Council Member Ruff

Absent: 1 - Council Member Fleming

MOTION CARRIED.

IV. ADJOURNMENT

There being no further business, Mayor O'Neil adjourned the meeting at 8:43 p.m.

DRAFT

City of Valdez

212 Chenega Ave.
Valdez, AK 99686



Meeting Minutes - Draft

Tuesday, March 5, 2019

7:00 PM

Regular Meeting

Council Chambers

City Council

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

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

II. PLEDGE OF ALLEGIANCE

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

III. ROLL CALL

Present: 6 - Mayor Jeremy O'Neil
Council Member Ron Ruff
Council Member Lon Needles
Council Member Jim Shirrell
Council Member Dennis Fleming
Council Member Darren Reese

Excused: 1 - Council Member Christopher Moulton

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

IV. PUBLIC APPEARANCES**1. Lanette Oliver, Valdez Adventure Alliance - Valdez Ice Climbing Festival**

Ms. Oliver provided a detailed recount of the 2019 Valdez Ice Climbing Festival, including participation numbers and plans for future events.

V. PUBLIC BUSINESS FROM THE FLOOR**Sean Arnold – Valdez City Schools Superintendent (VCS)**

Mr. Arnold addressed his letter to the Mayor and Council, written in response to Governor Dunleavy's FY Budget proposal. He explained the proposed budget cuts and how they would affect the Valdez school system.

Council Member Fleming asked if Mr. Arnold had reached out to the City when creating their budget. Mr. Arnold explained he had. He detailed how the Governor's budget would reduce the maximum amount the City could legally contribute to the local school system.

Council Member Shirrell asked when VCS had to complete their budget. Mr. Arnold stated the budget was due to the state by the end of June. Council Member Shirrell did not expect the state budget would be available by the beginning of July for VCS to revise their budget plan for the upcoming school year.

Mr. Arnold added legislative talk had outlined possible cuts at around 5-10%, less than proposed by the Governor. He shared his concern for future years due to the need to use VCS reserves to fill in the gaps, thus reducing the reserve.

Mayor O'Neil shared his gratitude for Council's enlightened view of supporting the local school system and his desire to see changes made to FY20.

Council Member Fleming asked what event was occurring locally over the weekend. Mr. Arnold explained basketball regionals would happen over the weekend.

VI. CONSENT AGENDA

1. **Approval To Go Into Executive Session Regarding: 1. Ongoing Litigation Strategy. 2. Continuation of City Manager Evaluation**

MOTION: Council Member Shirrell moved, seconded by Council Member Reese to approve the Consent Agenda.

VOTE ON THE MOTION:

Yays: 6 - Mayor O'Neil, Council Member Ruff, Council Member Needles, Council Member Shirrell, Council Member Fleming and Council Member Reese

Absent: 1 - Council Member Moulton

MOTION CARRIED.

VII. NEW BUSINESS

1. **Approval of Change Order with Wolverine Construction for District Office HVAC Project in the Amount of \$48,635.78**

MOTION: Council Member Ruff moved, seconded by Council Member Fleming, to approve change order with Wolverine Construction for District Office HVAC project in the amount of \$48,635.78.

Council Member Shirrell asked if the HVAC contractor was currently involved in the project. Mr. Duval confirmed subcontractor Value Mechanical was currently performing the work on the boiler system.

VOTE ON THE MOTION:

Yays: 6 - Mayor O'Neil, Council Member Ruff, Council Member Needles, Council Member Shirrell, Council Member Fleming and Council Member Reese

Absent: 1 - Council Member Moulton

MOTION CARRIED.

2. **Discussion Item: Health Insurance Renewal Figures**

Finance Director Brian Carlson explained the purpose of the discussion item was in response to Council's request during the most recent budget sessions. He outlined the renewal summaries included in the agenda packet.

Council Member Shirrell verified the proposed numbers fell in line with those discussed in a prior budget session and identified the budget reduction. Mr. Carlson confirmed, stating he expected a \$360,000 savings relative to what had been budgeted.

Council Member Reese asked if the difference between the renewal and option

one was the birth control prescription. Mr. Carlson explained the requested expanded coverage was not built into the charted figure and there would be a marginal increased cost of approximately three to six thousand dollars. He stated if Council was agreeable to the concept, the adjustment could be done on a provisional basis and he could return with more exact numbers in a year.

Mayor O'Neil requested clarification on the process of adjusting for needs identified by the Employee Relation Team (ERT). Mr. Carlson explained the process was a work in progress. He and outlined the current flow of input and approval.

Council Member Shirrell asked if the City as an employer had the legal right to say no to basic contraceptive coverage, as he believed they could not. Mr. Staser stated he would need to research the topic to provide an accurate answer. Mayor O'Neil and Mr. Carlson identified the health broker as the responsible party for identifying anything inconsistent with legal precedent. Mr. Staser agreed to bring follow up research to Council. Council Member Reese shared his desire to include contraceptive coverage in the health care plan. Mr. Staser added after a quick survey of case law, he believed Council Member Shirrell was correct in saying contraceptive coverage was required if preventative care was offered.

Mayor O'Neil asked if male enhancement aids were currently covered under current health insurance. Mr. Carlson he would have to return with a more informed answer. Mayor O'Neil stated it was unnecessary as he believed it was covered. Council expressed support of the addition of basic contraceptive coverage to the health plan.

3. Discussion Item: Fire Station Bond Parameters

Mr. Carlson explained due to the current state budget discussions, staff was requesting direction from Council for drafting of ballot measure language, which would be presented to Council via Resolution on March 19th. He asked if Council's desire was to aim for the May 7th election, if bonding was desired for the entire project or a portion of the project, and how to approach a contingency plan if the measure fails. He explained the possible impact of the state budget on the measure.

Council Member Reese asked what the cost of a midsummer special election would be. Mr. Carlson explained it would need to be a special election held prior to the end of September to satisfy the financial objectives.

Council Member Shirrell asked what the over-cap amount would be for property taxes. Mr. Carlson said his best estimate would be about \$400,000 in calendar year 2019. Council Member Shirrell questioned the need for a bond. Mr. Carlson explained the reason for bonding for this particular project.

Council Member Reese asked what the timeline for construction would be for the project. Mr. Duval outlined the expected timeline, stating ideally ground would be broken late August with vertical structure construction beginning in April.

Council Member Shirrell asked what the bonding agent's perception was on the proposed state budget's effect on the cost of the project. Mr. Carlson stated it had not been quantified yet, but mitigation and insurance strategies were available. Council Member Shirrell shared his desire to move forward with the

bond question on the ballot for the May election.

Ms. Pierce explained state regulations on bringing the bond back to the voters if the initial resolution fails at the polls.

Mayor O'Neil agreed the state budget could deter voters from approving the bond, but the need to move forward with the project was apparent.

Council consensus was to move forward with including the bond measure on the May 7th ballot.

Council Member Reese encouraged bonding the full cost of the project, including renovation of the old fire station. Council Member Shirrell agreed. Mr. Duval explained the intended two phases of the project, with the bulk of the effort being placed behind the construction of the new facility and the second phase being City Hall reprogramming. He explained Council's desire on how to move forward with the old fire station was unclear at this point and he would need further direction prior to providing an estimated renovation cost.

Council Member Shirrell conveyed concern over not being able to provide a more exact number to the public in regards to the entire project, including the cost of renovating the old fire station. Mayor O'Neil reminded Council a discussion on what to do with the space being vacated had not yet occurred. Ms. Pierce stated the deadline for altering the final bond amount on the ballot was March 19th.

Council Member Fleming expressed his desire to not include plans for the old building in the bond being put forward on the ballot.

Council Member Shirrell reiterated his desire for the cost of the full project be included on the ballot.

Council Member Reese asked for the estimated cost of asbestos removal in the old fire station. Mr. Duval explained he would need to return to Council with that number. He explained scope driven projects versus price driven projects. He suggested Council consider opting for the second option if they wanted to include the project cost in bond measure.

Council Member Shirrell encouraged Council to come up with a plan and provide direction to Mr. Duval in a timeframe congruent with including the cost on the ballot measure.

Council Member Needles suggested Mr. Duval return to Council with multiple options for consideration.

Mr. Carlson verified Council's instruction was to bond for full cost of the new fire station and public information output on the project as written in the draft included in the agenda packet. Council confirmed.

Mr. Carlson outlined his plan to create a second ballot measure for future use during a special election in the instance the bond measure does not pass during the May 7th election. He explained the purpose would be for the sake of capturing revenue and funding other pending projects. Council conveyed consensus to move forward as indicated.

4. Discussion Item: Schematic Design and Site & Masterplan Drawings for the Upgrade to the Existing Yellow Warehouse Building

Mr. Duval reviewed concepts included in the agenda packet, and associated cost estimates.

Council Member Reese suggested postponing and reevaluating the project in a year. Council Member Shirrell expressed his concern over killing the project by postponing it. Council Member Ruff agreed in light of state budget issues, he would be willing to consider postponing the project. Council Member Fleming encouraged moving forward with the project, with alterations made to the proposed decoration on the front. Mayor O'Neil explained the project had been a long time coming and shared his support of moving forward with upgrading the building.

Mr. Duval stated he would return to Council with a proposal for a vote.

Ms. Patty Relay, Valdez Museum & Historical Archive Director, asked if Council would be selecting an option to move forward with. Mayor O'Neil explained Council had directed staff move forward the first option labeled "Chop, Chop, & Paint".

VIII. RESOLUTIONS

1. #19-10 - Authorizing a Lease with IN Properties, LLC for a 3,720 square foot Portion of Lot 2, Block 2, Mineral Creek Subdivision (Barney Meyring Park Strip) Adjacent to Lot 12, Block 15, Mineral Creek Subdivision

MOTION: Council Member Shirrell moved, seconded by Council Member Fleming, to approve Resolution # 19-10.

Council Member Ruff asked if the Parks & Recreation Department's concern over where the parking lot would flow to had been addressed. Planning Director Rochelle Rollenhagen confirmed concerns had been addressed and adjustments were included in the resolution.

Council Member Shirrell asked if the contract included a way to prevent people from parking on the grass. Ms. Rollenhagen confirmed conditions were included in the resolution. She explained her staff would work with Parks & Rec and Public Works to ensure compliance. Council Member Reese asked what enforcement measures were available. Ms. Rollenhagen explained the lease could be pulled.

Council Member Fleming asked when the building was built and if it was built to code. Ms. Rollenhagen explained how parking had been lost and how the resolution rectified the issue.

Council Member Reese requested clarification on how things like gravel in the snow due to snow removal would be managed. Public Works Director Rob Comstock explained the majority would go into the cul-de-sac although the gravel in the snow could be an issue.

Council Member Needles asked if IN Properties was available for questions. Ms. Rollenhagen explained they were not in attendance, but were aware the resolution was on the agenda.

VOTE ON THE MOTION:

Yays: 6 - Mayor O'Neil, Council Member Ruff, Council Member Needles, Council Member Shirrell, Council Member Fleming and Council Member Reese

Absent: 1 - Council Member Moulton

MOTION CARRIED.

IX. REPORTS

1. **Report: January 2019 Legal Billing Summary - Brena, Bell, & Clarkson**

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

1. **City Manager Report**

2. **City Clerk Report**

Ms. Pierce stated petitions were available in the City Clerk's Office to run for the office of City Council and School Board. She explained there were two seats open on Council and three seats on the School Board. She outlined the requirements for running for office. She invited those interested to reach out to her with any questions.

Ms. Pierce reviewed the process for the All-American City Scholarship program, and invited those interested to reach out to Ms. Ferko with questions.

Ms. Pierce informed Council of upcoming travel and explained Ms. Ferko would be filling in during her absence. She reviewed the upcoming Council schedule.

3. **City Attorney Report**

Mr. Staser provided updates on projects and cases his firm is working on behalf of the City, including escaped property and the Meals Hill purchase.

4. **City Mayor Report**

Mayor O'Neil encouraged the community to be involved with the state budget session and outlined available resources. He shared his enthusiasm for the upcoming basketball tournament and encouraged the community to show up and support the Valdez teams.

XI. COUNCIL BUSINESS FROM THE FLOOR

Council Member Shirrell reiterated his desire for staff and Council to address the desired use of the old fire station.

Council Member Ruff encouraged the community to support the local basketball team during the regional championships. He requested work sessions be scheduled to discuss plans for City Hall and the old fire station. Ms. Pierce agreed to schedule a work session.

XII. EXECUTIVE SESSION

City Council transitioned into executive session at 9:00 p.m.

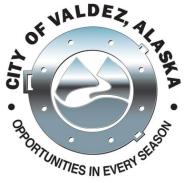
XIII. RETURN FROM EXECUTIVE SESSION

City Council transitioned out of executive session at 10:30 p.m.

XIV. ADJOURNMENT

There being no further business, Mayor O'Neil adjourned the meeting at 10:30 p.m.

DRAFT



Legislation Text

File #: 21-0124, **Version:** 1

ITEM TITLE:

Approval of Amendment No. 2 to the Valdez Container Terminal Scale House Use Agreement with Samson Tug and Barge

SUBMITTED BY: Jeremy Talbott, Ports & Harbors Director

FISCAL NOTES:

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

RECOMMENDATION:

Approval of amendment

SUMMARY STATEMENT:

This Amendment will provide a brief extension of the VCT Scale House Use Agreement between the City of Valdez and SAMSON Tug and Barge Company.

This will allow SAMSON some additional time to vacate and the City to continue to bill and operate under the original agreement.

Amendment No. 2

**SCALE HOUSE USE AGREEMENT
AT THE
VALDEZ CONTAINER TERMINAL SCALE FACILITY**

This AMENDMENT NO. 2 to the SCALE HOUSE USE AGREEMENT AT THE VALDEZ CONTAINER TERMINAL SCALE FACILITY (“Agreement”), by and between the CITY OF VALDEZ (“City”), an Alaska municipal corporation, whose address is P.O. Box 307, Valdez, Alaska 99686 and SAMSON TUG AND BARGE, CO. (“Samson”), an Alaska corporation, whose address is P.O. Box 559, Sitka, AK 99835, is effective January 1, 2021.

WITNESSETH:

WHEREAS, the City is the owner of a Scale Facility that is located on the Valdez Container Terminal (“VCT”); and,

WHEREAS, Samson is engaged in the trucking and freight movement business and desires to use the Scale House at the Scale Facility;

WHEREAS, the City seeks to facilitate the trucking and freight industry;

WHEREAS, the City and Samson entered into a Scale House Use Agreement dated November 10, 2014 (“2014 Agreement”), under the terms of which the City granted Samson the use of the Scale House;

WHEREAS, after Samson exercised its one option to extend the term of the Agreement for a period of five years, the City and Samson executed Amendment No. 1 to the Agreement, effective January 1, 2015, extending the term of the Agreement from December 31, 2015 to December 31, 2020; and

WHEREAS, the City and Samson desire to extend the term of the Agreement from December 31, 2020 to May 31, 2021.

NOW, THEREFORE, IT IS MUTUALLY AGREED between the City and Samson that the Scale House Use Agreement is amended as follows:

1. Section 2 Term. Is amended to read:

The term of this Agreement shall terminate on May 31, 2021 unless terminated at some earlier date under the terms and conditions set forth herein.

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective the date and year first above written.

AUTHORIZED:

CITY OF VALDEZ

By: _____
Sharon Scheidt, Mayor

Date: _____

ATTEST:

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

Date: _____

RECOMMENDED:

By: _____
Jeremy Talbott, Ports & Harbor Director

Date: _____

Approved as to Form:

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

By: _____
Jake W. Staser

Date: _____

LESSEE:

SAMSON TUG & BARGE
COMPANY, INC.

By: _____
George Baggen, President

Date: _____

Federal I.D. or S.S. #





**SCALE HOUSE USE AGREEMENT
AT THE
VALDEZ CONTAINER TERMINAL SCALE FACILITY**

This SCALE HOUSE USE AGREEMENT AT THE VALDEZ CONTAINER TERMINAL SCALE FACILITY ("Agreement") is hereby entered into on this 10th day of November, 2014, by and between the CITY OF VALDEZ ("City"), an Alaska municipal corporation, whose address is P.O. Box 307, Valdez, Alaska 99686 and SAMSON TUG AND BARGE ("Samson"), an Alaska corporation, whose address is P.O. Box 559, Sitka, AK 99835.

WITNESSETH:

WHEREAS, the City is the owner of a Scale Facility that is located on the Valdez Container Terminal (VCT); and,

WHEREAS, Samson is engaged in the trucking and freight movement business and desires to use the Scale House at the Scale Facility; and,

WHEREAS, the City seeks to act in such a fashion to facilitate the trucking and freight industry.

NOW, THEREFORE, IT IS MUTUALLY AGREED between the City and Samson as follows:

1. Use of Real Property and Scale Facility. The City grants to Samson the right and privileges to use the Scale House at the Scale Facility for the purpose of office space. A description of the property is shown in Exhibit A.

2. Term. This agreement shall be for a Term of FOURTEEN (14) months, commencing on November 10, 2014 and terminating on December 31, 2015 unless this Agreement is terminated at some earlier date under the terms and conditions set out herein below.

3. Extended Term. Samson shall have the right to extend the Term of the Agreement for a period of FIVE (5) years if and insofar as Samson gives written notice to the City of an intention to exercise this option no later than THIRTY (30) days prior to the expiration of the Term and that, at such time, Samson is not in default in the performance of any of the terms and conditions of this Agreement or has failed to comply with any of the terms and conditions hereof.

4. Fee. Samson shall pay to the City, in exchange for the right and privilege to use the Scale House as is permitted under this Agreement, and for the Term thereof, a monthly rate of SIX HUNDRED DOLLARS (\$600.00). This fee shall be paid directly to the City of Valdez, P.O. Box 307, Valdez, Alaska 99686 in advance on the first of each month. Accounts delinquent over thirty

(30) days will be assessed interest at the maximum legal rate of interest per year on a monthly basis.

5. Necessary Improvement. Samson agrees to make any necessary repairs and improvements to the Scale House to make it operational at the sole expense of Samson. No liens shall be placed on City property as a result of improvements performed by Samson. The ownership of the improvements and repairs shall be the City.

6. Specific Equipment Permitted. The type and kind of equipment that Samson is permitted to place, install, operate and maintain upon the Scale House under this Agreement is limited to the equipment needed to operate an office at the Scale House.

7. Consent Required. Samson shall not place or install any equipment, or make any alteration, addition, or improvement to any existing equipment previously placed or installed, or place or put any improvement on or to the Scale House or commence any such undertaking without prior written consent of the City. As a condition precedent to such consent, Samson shall deliver to the City written plans and specifications for all such work. Such consent will not be unreasonably withheld by the City. It is not the intent of this paragraph to restrict or prevent any maintenance required.

8. Interference with Terminal Operation. Samson shall not place, install, maintain or operate any equipment on or come upon, occupy or use the Scale House, Scale Facility, or Real Property so as to hamper the operation or use of the VCT as a cargo handling facility.

9. Compliance with Government Regulations. Samson shall comply and assumes sole responsibility for compliance with any and all economic, operational, safety, and other requirements as are or may be imposed by federal, state, municipal or other law or regulatory body, that apply or relate thereto pursuant to its involvements in the operation of the Scale Facility.

10. Transportation Worker Identification Credential (TWIC). Samson understands that the Scale Facility is located on a regulated facility as defined by the U.S. Coast Guard, Department of Homeland Security and agrees to comply with any and all regulations in 33 CFR, Chapter 1, Subchapter H, Part 105 – Maritime Security: Facilities.

Samson agrees to provide the Port office with a list of all employees or contractors needing access to the VCT. All employees and contractors shall have a valid TWIC or be escorted by a valid TWIC holder that has been approved for access to the VCT.

All employees and contractors shall present their valid TWIC to the Port office located at 412 Ferry Way, Valdez, Alaska to be approved for access to the

VCT. Samson agrees to notify the City in the event an employee approved for access to the VCT leaves the company or has their TWIC revoked.

11. Indemnification. Samson hereby assumes the entire responsibility and liability for any and all damage or injury of any kind or nature whatsoever to all persons, whether employees or otherwise, and to all property growing out of or resulting from the existence, placement, installation, maintenance, use, or operation of equipment or improvements upon the Scale House, Scale Facility, or Real Property under this Agreement. Samson agrees to indemnify, hold harmless, and fully defend the City, its agents, servants, and employees to the fullest extent of the law, from and against all loss, expenses (including attorneys fees and costs), damage, or injury growing out of, resulting from, or occurring in maintenance, operation, or use of equipment or improvements upon the Scale House, Scale Facility, or Real Property under this Agreement.

12. Insurance. Samson, during the term of this Agreement, shall carry at its expense comprehensive general liability insurance covering the Scale Facility in an amount of not less than ONE MILLION DOLLARS (\$1,000,000.00) combined single limit to protect against liability for personal injury, death, or property damage which might arise from the construction, occupancy, or use of the Property and the operations conducted on it. Samson shall give to the City yearly a certificate from all carriers showing the dates and expiration of any and all policies as well as the limits of liability.

13. Termination. This Agreement may be terminated by the City upon Samson's failure to perform or comply with any of the conditions or obligations contained in the Agreement, for the filing of a petition of bankruptcy or insolvency, for reorganization, or for the appointment of a receiver or trustee, by or against Samson. In such event, the City shall give Samson ten (10) days prior written notice of the termination and Samson shall have thirty (30) days to remove any of its equipment from the Scale House and Real Property. The City reserves the right to terminate this agreement upon thirty (30) days' written notice to Samson should the City determine this use is not the highest and best use for this facility.

14. Assignment. Samson shall not assign (by operation of law or otherwise) or transfer this Agreement or any interest therein without the prior written consent of the City.

15. Use by Others. Samson will be required to operate the Scale Facility as a public scale. If Samson desires to operate the scale and charge a reasonable fee that has been approved by the City, Samson may request a lease amendment to include the scale and will be charged an additional FIVE HUNDRED FIFTY DOLLARS (\$550.00) per month for a total of ONE THOUSAND ONE HUNDRED FIFTY DOLLARS (\$1,150.00) per month to lease the entire Scale Facility. Any fees charged in excess of the annual rental rate set under this agreement shall be remitted to the City.

16. Snow Removal. Samson will be responsible for all snow removal necessary for its use under this Agreement.
17. Electrical Installation/Usage. Samson may utilize, if feasible, the existing port master meter to access power to the Scale House. The City will bill Samson for reimbursement of power used by Samson under this Agreement.
18. Utilities. Samson shall be responsible for providing and paying for fuel used for heating the facility. Samson shall be responsible for sewage disposal for the holding tank at the Scale House and for the charges associated with pumping the holding tank.
19. Interruption of Business. There may be times when the nature of freight shipped across the VCT could require Samson to cease use of the Scale House/Facility for a period of time. Should that occur, the City will not be responsible for the cost of such interruption to Samson.
20. Military Use of the Scale Facility. The City reserves the right to require Samson to vacate the Scale House/Facility during military operations at the VCT. During these operations, military personnel shall be granted full access to the Scale House/Facility.
21. Right of Access. City retains the right of access and inspection to the property.
22. Prohibition of Liens. Samson shall not suffer or permit any liens, including without limitations, mechanic's or materialmen's liens, to be recorded against the Property. If any such liens shall be recorded against the Property, Samson shall cause the same to be removed, or, in the alternative, if Samson in good faith desires to contest the same, Samson shall be privileged to do so, but, in such case Samson hereby agrees to indemnify and hold the City harmless from all liability for damages occasioned to be discharged and removed prior to any attempt at execution of such judgment. Nothing contained in this permit shall be construed to be a waiver of AS 09.38.015 (c), as may be amended from time to time.
23. Unrestricted Access to VCT by City. At no time shall Samson's use of the Scale House under this Agreement interfere with the City's access to the VCT. Any such restriction by Samson shall be grounds for termination of this Agreement by the City.
24. Entire Agreement. This Agreement sets forth the entire understandings of the City and Samson, and no modifications may be made hereto except in writing signed by both parties. Titles of paragraphs are informational only and shall not be used in a court of law to interpret any of the provisions contained herein. This Agreement shall be interpreted and enforced

according to the laws of the State of Alaska and venue shall be in the Third Judicial District, Valdez, Alaska.

IN WITNESS WHEREOF, the parties have duly executed this Agreement this 10th day of November, 2014.

CITY OF VALDEZ

Date: 11/26/2014

By: *John Hozey*
John Hozey, City Manager

Date: 11/26/2014

By: *Larry Weaver*
Larry Weaver, Mayor



Attest:

Approved as to Form:

WALKER & RICHARDS, LLC

JAKE W. STASER

By: *Sheri L. Pierce*
Sheri L. Pierce, CMC, City Clerk

By: *William M. Walker* For:

SAMSON TUG AND BARGE

Date: 11/10/14

By: *James R. Scholz* *Shoreside Operations Manager*

Date: _____

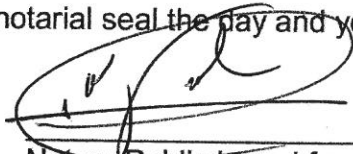
By: _____

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 10 day of November 2014, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared James E. Scholz, known to me and to me known to be the individual named in and who executed the foregoing document, and he acknowledged to me that he signed and sealed the same as his free and voluntary act for the uses and purposes therein set forth.

WITNESS my hand and notarial seal the day and year first hereinabove written.




Oziel Villaseñor
Notary Public in and for Alaska

My Commission Expires: 06/14/17

City of Valdez
SCALE HOUSE USE AGREEMENT
AT THE
VALDEZ CONTAINER TERMINAL SCALE FACILITY
AMENDMENT NO. 1

This **SCALE HOUSE USE AGREEMENT AMENDMENT NO. 1** is hereby entered into this 1st day of January, 2016, by and between the CITY OF VALDEZ ("City"), an Alaska municipal corporation, whose address is P.O. Box 307, Valdez, Alaska 99686 and SAMSON TUG AND BARGE COMPANY, INC. ("Samson"), an Alaska corporation, whose address is P.O. Box 559, Sitka, AK 99835.

WHEREAS, the City is the owner of a Scale Facility that is located on the Valdez Container Terminal (VCT); and,

WHEREAS, Samson is engaged in the trucking and freight movement business and desires to use the Scale House at the Scale Facility; and,

WHEREAS, the City seeks to act in such a fashion to facilitate the trucking and freight industry; and,

WHEREAS, the City and Samson have entered into a Scale House Use Agreement dated November 10, 2014 ("Agreement"), under the terms of which the City has granted Samson use of the Scale House under the terms and conditions more specifically set forth therein; and,

WHEREAS, the Agreement provides Samson with the option to extend the term of the Agreement for a period of 5-years; and,

WHEREAS, Samson has provided notice to the City of its desire to exercise the 5-year option to extend the term of the Agreement; and,

THEREFORE, the parties wish to modify the Agreement as follows:

1. Section 2. Term. It is hereby amended as follows:

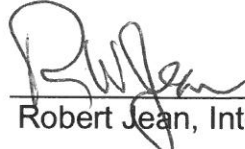
The term of this Agreement shall commence on January 1, 2016, and terminate on December 31, 2020 unless this Agreement is terminated at some earlier date under the terms and conditions set in the Agreement.

2. All other provisions of the aforementioned Agreement will remain unchanged.

IN WITNESS WHEREOF, the parties have duly executed this Amendment No. 1 to the Agreement as of the day and year first above written.

CITY OF VALDEZ


Date: 1/8/16

By: 
Robert Jean, Interim City Manager



Approved as to Form:


BRENA, BELL & CLARKSON, P.C.

By:  DEPUTY FOR
Sheri L. Pierce, CMC, City Clerk

By: 
Anthony S. Guerriero

SAMSON TUG AND BARGE COMPANY, INC.

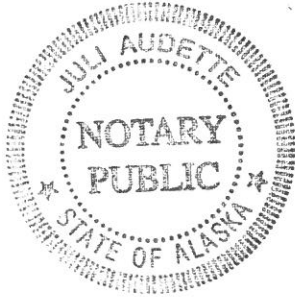
Date: 12-21-15

By: 
Roslyn Bailey, CFO

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

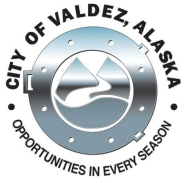
THIS IS TO CERTIFY that on this 21st day of Dec, 2015, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared Roslyn B. Dailey, known to me and to me known to be the individual named in and who executed the foregoing document on behalf of SAMSON TUG AND BARGE COMPANY, INC. and he acknowledged to me that he signed and sealed the same as his free and voluntary act for the uses and purposes therein set forth.

WITNESS my hand and notarial seal the day and year first hereinabove written.



Juli Audette
Notary Public in and for Alaska

My Commission Expires: 03-29-2016



Legislation Text

File #: 21-0125, **Version:** 1

ITEM TITLE:

Appointment to Regional Citizens' Advisory Council Board of Directors (Applicant: Amanda Bauer)

SUBMITTED BY: Allie Ferko, MMC, Deputy City Clerk

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Appoint Amanda Bauer to serve a two-year term on the Prince William Sound Regional Citizens' Advisory Council

SUMMARY STATEMENT:

The City of Valdez holds two dedicated seats on the PWS RCAC Board of Directors. The dedicated seats for the City represent an opportunity to influence decisions having profound implications for oil transportation safety in Alaska, and for the state's oil spill prevention and response capabilities.

Board members are appointed for a two-year term.

One of the City's two seats will become vacant due to term expiration prior to the May 2021 annual RCAC meeting.

The City Clerk's Office received the attached letter of interest from Amanda Bauer, who has successfully represented Valdez on the board for many years.



Regional Citizens' Advisory Council / "Citizens promoting environmentally safe operation of the Alyeska terminal and associated tankers."

In Anchorage: 3709 Spenard Road / Suite 100 / Anchorage, Alaska 99503 / (907) 277-7222 / FAX (907) 277-4523
In Valdez: P.O. Box 3089 / 130 South Meals / Suite 202 / Valdez, Alaska 99686 / (907) 834-5000 / FAX (907) 835-5926

MEMBERS February 18, 2021

Sent via email and USPS mail

Alaska State
Chamber of Commerce

Sharon Crisp
City of Valdez
P.O. Box 307
Valdez, AK 99686

Chugach Alaska
Corporation

City of Cordova

Dear Mayor Crisp:

City of Homer

The Prince William Sound Regional Citizens' Advisory Council (PWSRCAC) is writing to advise you that Amanda Bauer's term on our Board of Directors expires at the upcoming May 6-7, 2021, annual meeting.

City of Kodiak

City of Seldovia

The dedicated seat for the City of Valdez is its opportunity to influence decisions having profound implications for oil transportation safety in Alaska, and for the state's oil spill prevention and response capabilities. We greatly value your past participation.

City of Seward

The City of Valdez is best be served by a representative who:

City of Valdez

- Understands her/his organization and/or community, its needs, concerns and perspectives;

City of Whittier

- Has at least a rudimentary familiarity with oil transportation issues;
- Has a home and work schedule flexible enough to allow participation and travel;
- Is committed to our mission of promoting environmentally safe operation of the Alyeska terminal and associated tankers; and

Community of
Chenega

- Seeks opportunities to foster cooperative and constructive relationships between citizens, industry and regulatory agencies.

Community of
Tatitlek

Cordova District
Fishermen United

PWSRCAC Board members can expect to devote an average of 25 hours a month on PWSRCAC business. The full Board conducts three 2-day meetings in January, May, and September. Other time commitments include attending annual budget and planning meetings, as well as special meetings and opportunities to participate in committees or work groups. PWSRCAC staff provides support to board members whenever possible.

Kenai Peninsula
Borough

Kodiak Island
Borough

Please notify us in writing, no later than Monday, March 31, 2021, of your selected individual for the City of Valdez's next two-year term on the PWSRCAC board. Ideally, this individual will then be expected to attend our May 6-7, 2021 virtual meeting for confirmation and participation. If Amanda Bauer will continue to be your representative, we ask that you still notify PWSRCAC in writing.

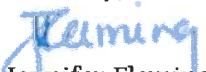
Kodiak Village Mayors
Association

Oil Spill Region
Environmental
Coalition

If you have further questions about the PWSRCAC or the responsibilities of its directors, please don't hesitate to call. Thank you for your cooperation, and we look forward to the City of Valdez's continued contribution.

Port Graham
Corporation

Sincerely,


Jennifer Fleming
Executive Assistant

Prince William Sound
Aquaculture
Corporation

Cc via email: Amanda Bauer

February 24, 2021

TO: Mayor Scheidt and Members of the Valdez City Council

FROM: Amanda Bauer

Amanda@stephenscruises.com

907-831-0403

RE: Letter of Intent to Renew Appointment to the Prince William Sound Regional Citizens' Advisory Council (PWSRCAC) Board of Directors

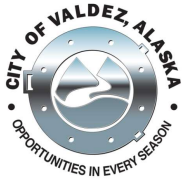
Mayor Scheidt and Council Members,

At the upcoming PWSRCAC Board meeting in May, my term serving for the City of Valdez on the Board of Directors will end. I would like to thank you for the current opportunity of serving on the board and express my interest in renewing my appointment to the board.

Thank you for considering me as a representative,



Amanda Bauer



Legislation Text

File #: 21-0126, **Version:** 1

ITEM TITLE:

Discussion Item: COVID-19 Update

SUBMITTED BY: Mark Detter, City Manager

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

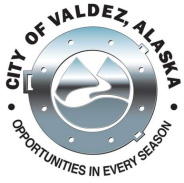
Funding Source: N/A

RECOMMENDATION:

Discussion item only

SUMMARY STATEMENT:

Members of the Valdez COVID-19 Unified Command will provide a verbal update on the status of COVID-19 in our community.



Legislation Text

File #: 21-0127, **Version:** 1

ITEM TITLE:

Approval of Public Health Mandate 003, Amendment #6 (Mask Mandate)

SUBMITTED BY: Mark Detter, City Manager

FISCAL NOTES:

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

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

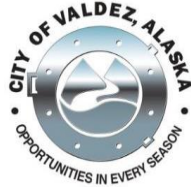
Funding Source: [Click here to enter text.](#)

RECOMMENDATION:

[Click here to enter text.](#)

SUMMARY STATEMENT:

The purpose of Amendment #6 is to extend the expiration of Public Health Mandate #003 (Mask Mandate) to coincide with the expiration of the Valdez COVID-19 Emergency Declaration on March 16th. Both of these items will be brought to the city council as action items on the March 16th agenda.



CITY OF VALDEZ
COVID-19
PUBLIC HEALTH MANDATE #003
AMENDMENT NO. 6

The COVID-19 pandemic continues to threaten the health and well-being of Valdez. Since our first confirmed cases of the virus, we've reached a dangerous threshold where it is recommended we require, not request, preventative measures that will reduce the possibility of a surge that could create community transmission and overwhelm our local healthcare system. Therefore, we must work proactively to keep our community healthy, our small businesses open, and our children back to school this fall.

Recent studies indicate that mask wearing by the public can help reduce the spread of the virus. Based on this information, the CDC recommends wearing cloth face coverings in public settings where social distancing measures are difficult to maintain. In line with this recommendation the City of Valdez puts forth this mandate to preserve the health and safety of our community through prevention of community transmission.

THE CITY OF VALDEZ HEREBY ORDERS THE FOLLOWING MANDATE TO BE EFFECTIVE AS OF 5:00 PM ON JULY 10, 2020. THE FOLLOWING MANDATE SHALL HAVE THE POWER OF LAW AND **SHALL REMAIN IN EFFECT UNTIL MARCH 17, 2021**, UNLESS OTHERWISE EXTENDED OR RESCINDED BY VALDEZ CITY COUNCIL AFTER CONSIDERING RECOMMENDATIONS FROM THE VALDEZ COVID-19 UNIFIED COMMAND.

1. All people in Valdez over the age of five shall wear a protective mask or cloth facial covering (such as a homemade mask, bandana, scarf, or handkerchief) that covers their mouth and nose when they are indoors in public settings or communal spaces outside the home where social distancing of six feet cannot be maintained. This mandate is subject to the conditions and exceptions stated below.

2. The settings included in this mandate include, but are not limited to, the public and communal spaces within the following:

(A) Whenever in an indoor public place including grocery stores, pharmacies, and all other retail stores.

(B) Restaurants, bars and breweries, including food preparation, carry-out, and deliver food operations. Masks or cloth face coverings must be worn by customers except while actively eating and drinking.

(C) Whenever using public transportation, a taxi, or a ride sharing service. This mandate does not apply to people who are riding in a personal vehicle or that are with their own shelter group and isolated from others in the public.

(D) Communal areas of offices where people from multiple households are present.

3. Employers are responsible to make sure employees who are present in the workplace have access to and wear masks or cloth face coverings when in direct contact with customers, members of the public, or other employees. Masks are not required when the only direct contact is between members of the same household or when employees are not near others (within 6 feet).

4. This order does not apply to the following categories of people or activities:

(A) Any child under the age of 5 years. Additionally, students over the age of 5 years enrolled in a Valdez School District school or a licensed childcare program may be exempted from this order during school activities as determined by Valdez School Board policy or DHSS childcare licensing requirements.

(B) Any individual for whom wearing a mask or cloth face covering would be contrary to his or her health or safety because of a medical condition or mental health condition and any individual unable to tolerate a mask due to physical or mental disability.

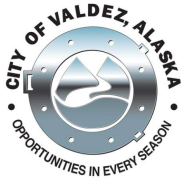
(C) Individuals performing an activity that cannot be conducted or safely conducted while wearing a mask (example: driver experiencing foggy glasses, dental patients, equipment operator).

5. If a person declines to wear a mask or face covering because of a medical condition or disability, this order does not require them to produce medical documentation verifying the stated condition or disability.

6. The City reserves the right to use all available enforcement options to assure compliance with this mandate. However, employers will not be subject to fines based on non-compliance by customers so long as there is a clearly posted sign at each public entrance informing customers that they are required to wear face coverings. Brief removal of a face covering, such as necessary to eat, drink, or scratch an itch does not constitute a violation of this mandate. Additionally, a violation of this mandate does not create grounds for residents to harass individuals who do not comply with it.

DATED, this 2ND day of March, 2021.

CITY OF VALDEZ, ALASKA
Sharon Scheidt, Mayor



Legislation Text

File #: 21-0128, **Version:** 1

ITEM TITLE:

Approval to Purchase Providence Valdez Medical Center Capital/Equipment in the Amount of \$43,931.84

SUBMITTED BY: Brian Carlson, Finance Director

FISCAL NOTES:

Expenditure Required: \$43,931.84

Unencumbered Balance: \$8MM

Funding Source: PVMC unencumbered fund balance

RECOMMENDATION:

Approve purchase.

SUMMARY STATEMENT:

- PVMC is requesting to purchase two infant warmer devices for a total of \$44K
- The City's contract with PVMC stipulates that all capital/equipment purchases exceeding \$5K receive prior approval from City Manager, and those exceeding \$40K receive prior approval from Council
- Capital/equipment purchases are typically included in PVMC's annual budget request in the fall. Occasionally PVMC will approach the City outside of that schedule as equipment and operational needs dictate.
- These purchases are made with PVMC funds, and are not reflected in City budgets.
- PVMC will have a management representative present to field council questions.
- Equipment price quote and specifications are attached



The **GE Panda iRes** is one of the best infant warmer, helping to keep the babies' body warm through temperature regulation. The innovative recessed heater in the Panda Warmer lets you interact with the patient, while still allowing their body to maintain heat separate from you.

With hands-free alarm silencing the Panda Warmer has easy-to-read control panels, optional SpO2 and more, the GE Panda iRes provides caregivers and parents peace of mind. The GE Panda Warmer comes standard with GE's new Hourglass Heat Profile, giving the baby uniform, gentle heat while keeping caregivers and parents cool and comfortable.

the radiant heat comes from an infrared heat source that is focused onto the bed to warm the baby. The clinician is able to select heater power (manual mode) or skin temperature (baby mode) controls. Depending on the control method selected, the heater is either regulated at the operator selected power level, or the heater output is modulated to maintain the patient's temperature at the selected value. The Panda is intended for use in a labor and delivery unit. They include the same general observation lights at the Giraffe Warmer but the procedure light is optional.

This infant warming system features a small heater reflector and a compound elliptical shape. This unique combination was designed for optimal headspace over the bed surface. By leaving the area over the bed clear, the caregiver can observe and treat the patient unobstructed. Additionally, this also allows the head of an X-ray machine to be placed over the patient without moving the heater head or patient. The Panda iRes Warmer features optional integrated SpO2 and resuscitation. The SpO2 option allows the clinician to monitor the patient's blood oxygen level, while the optional resuscitation allows for administering forced breathing if required.

Features

- Sleek design
- Compact size
- Innovative recessed heater
- In-bed scale
- Optional integrated SpO2
- Adjustable lighting
- Full color display
- Hands free alarm silence.



Specifications

Dimensions

Height (Adjustable): 75" - 85.82" (193-218 cm)
 Width: 25.2" (64 cm)
 Depth: 46.9" (119 cm)
 Weight: 220.5 lbs (100 kg)

Panda Mattress / Bed / Scale (Optional)

Panda Mattress Size: 26" x 19" x 0.8" (66 x 48 x 2 cm)
 Weight Capacity: 30 lbs (14 kg)
 Bed Tilt: \pm 12 degrees continuous tilt
 Weight Scale
 Functional range 300g to 8 kg
 Accuracy \pm 10g

SpO2 Specifications (Nellcor Option)

Measurement Range: SpO2 : 1-100% SpO2; Pulse Rate: 20-300 bpm
 Accuracy
 SpO2: from 70-100% SpO2, +/- 3 digits for neonates
 Below 69%, unspecified
 Pulse rate, no motion: +/- 3 bpm
 Wavelengths and Power: Nominally 660 nm and 900 nm with total optical output power of the sensor LEDs less than 15 mW
 Data Update Period: At maximum averaging time, the data is updated in less than thirty seconds; shorter averaging times reduce this update period.
 Alarms: User-selectable upper and lower limits for SpO2 and pulse rates

SpO2 Specifications (Masimo Option)

Measurement Range: SpO2 : 1-100% SpO2; Pulse Rate: 25-240 bpm
 Wavelengths: Red: 660 nm, nominal; Infrared: 905 nm, nominal
 Maximum Optical Output Power: Radiant Power at 50 mA pulsed: 0.13 mW, minimum; 0.79 mW, maximum
 Accuracy
 SpO2: from 70-100% SpO2, +/- 3% SpO2 for neonates
 Below 69%, unspecified
 Pulse rate, no motion: +/- 3 bpm
 Pulse rate, motion: +/- 5 bpm
 Data Update Period: At the maximum averaging time, the data is updated in less than thirty seconds; shorter averaging times reduce this update period.
 Alarms: User selectable upper and lower limits for SpO2 and pulse rates

System Performance

Warmer Expected life: Approximately 8 years
 Heater Element: 360 Watts
 Heater Output: 27 mW/cm²
 Patient Temperature Measurement Accuracy: \pm 0.3°C @ 30°C to 42°C
 Temperature Probe Accuracy: \pm 0.1°C @ 30°C to 42°C
 Observation Light: 2 dimmable 35W halogen bulbs; estimated life 3000 hours based on manufacturer's specifications
 Procedure Light: 2000 lux (at nominal voltage) average; estimated life 3000 hours



GE Healthcare

Date: 01-22-2021
Quote #: PR1-C147626
Version #: 7
Q-Exp-Date: 03-10-2021

Issued By:
Datex-Ohmeda, Inc
FEIN: 22-3029570

Customer Address:
Providence Valdez Medical Center
911 Meals Ave
Valdez AK 99686

Attention:
Deb Gredigan
99686-0550Country
AK 99686

This Agreement (as defined below) is by and between the Customer and the GE Healthcare business ("GE Healthcare"), each as identified herein. "Agreement" is defined as this Quotation and the terms and conditions set forth in either (i) the Governing Agreement identified below or (ii) if no Governing Agreement is identified, the following documents:

- 1) This Quotation that identifies the Product offerings purchased or licensed by Customer;
2) The following documents, as applicable, if attached to this Quotation: (i) GE Healthcare Warrantylies; (ii) GE Healthcare Additional Terms and Conditions; (iii) GE Healthcare Product Terms and Conditions; and (iv) GE Healthcare General Terms and Conditions. In the event of conflict among the foregoing items, the order of precedence is as listed above.

This Quotation is subject to withdrawal by GE Healthcare at any time before acceptance. Customer accepts by signing and returning this Quotation or by otherwise providing evidence of acceptance satisfactory to GE Healthcare. Upon acceptance, this Quotation and the related terms and conditions listed above (or the Governing Agreement, if any) shall constitute the complete and final agreement of the parties relating to the Products identified in this Quotation.

No agreement or understanding, oral or written, in any way purporting to modify this Agreement, whether contained in Customer's purchase order or shipping release forms, or elsewhere, shall be binding unless hereafter agreed to in writing by authorized representatives of both parties.

Governing Agreement: Vizient Infant Care CE3333 - ProvSource PCE3333
Customer Number: 1-23OW10
Terms of Delivery: FOB Destination
Billing Terms: 80% delivery / 20% Installation
Payment Terms: NET 30
Total Quote Net Selling Price: \$43,931.84
Sales And Use Tax Status: Exemption Certificate on File

** The following ship to states do not impose a sales/use tax (AK, DE, MT, NH, OR). No exemption certificate required.

IMPORTANT CUSTOMER ACTIONS:
Please select your planned source of funds. Source of funds is assumed to be cash unless you chose another option. Once equipment has been shipped, source of funds changes cannot be allowed.
___ Cash
___ GE HFS Loan ___ GE HFS Lease
___ Other Financing Loan ___ Other Financing Lease Provide Finance Company Name _____

By signing below, each party certifies that it (i) has received a complete copy of this Quotation, including the GE Healthcare terms, conditions and warranties, and (ii) has not made any handwritten or electronic modifications. Manual changes or mark-ups on this Agreement (except signatures in the signature blocks and an indication in the form of payment section below) will be void.

Each party has caused this agreement to be executed by its duty authorized representative as of the date set forth below.

CUSTOMER
Authorized Customer Signature Date
Print Name Print Title
Purchase Order Number (if applicable)

Datex-Ohmeda, Inc., a GE Healthcare business
Angela Baldwin 01-22-2021
Signature Date
Maternal Infant Care Product Specialist
Email: angie.baldwin@ge.com
Office: +1 (425) 9416487
Mobile: +1 425 941 6487
Fax: (425) 955-2989



GE Healthcare

Date: 01-22-2021
Quote #: PR1-C147626
Version #: 7
Q-Exp-Date: 03-10-2021

Total Quote Selling Price	\$43,931.84
Trade-In and Other Credits	\$0.00

Total Quote Net Selling Price	\$43,931.84

To Accept this Quotation

Please sign and return this Quotation together with your Purchase Order To:

Angela Baldwin
Office: +1 (425) 9416487
Mobile: +1 425 941 6487
Email: angie.baldwin@ge.com
Fax: (425) 955-2989

Payment Instructions

Please **Remit** Payment for invoices associated with this quotation to:

Datex-Ohmeda, Inc.
PO Box 641936
Pittsburgh, PA 15264-1936

To Accept This Quotation

- Please sign the quote and any included attachments (where requested).
- If requested, please indicate, your form of payment.
- If you include the purchase order, please make sure it references the following information
 - The correct Quote number and version number above
 - The correct Remit To information as indicated in "**Payment Instructions**" above
 - The correct SHIP TO site name and address
 - The correct BILL TO site name and address
 - The correct Total Quote Net Selling Price as indicated above

"Upon submission of a purchase order in response to this quotation, GE Healthcare requests the following to evidence agreement to contract terms.

Signature page on quote filled out with signature and P.O. number.

*****OR*****

Verbiage on the purchase order must state one of the following: (i) Per the terms of Quotation # _____; (ii) Per the terms of GPO# _____; (iii) Per the terms of MPA # _____; or (iv) Per the terms of SAA # _____. Include the applicable quote/agreement number with the reference on the purchase order.

In addition, source of funds (choice of: Cash/Third Party Loan or GE HEF Lease or GE HEF Loan or Third Party Lease through _____), must be indicated, which may be done on the quote signature page (for signed quotes), on the purchase order (where quotes are not signed) or via a separate written source of funds statement (if provided by GE Healthcare)."



GE Healthcare

Date: 01-22-2021
 Quote #: PR1-C147626
 Version #: 7
 Q-Exp-Date: 03-10-2021

Line #	QTY	Item #	DESCRIPTION	Ext Sell Price
	2		Panda iRes Bedded Warmer	
1	2	M1112198	Panda iRes Bedded Warmer	\$32,714.16
	2	2071262-207	UNITED STATES	
	2	M1110875	115V Elevating Base with Procedure Light	
	2	2064253-001	Patient Probe, Scale Ready, and Nellcor OxiMax SpO2	
	2	M1111537	T-Piece with Blender	
	2	M1111539	DISS	
	2	M1111638	Single Drawer - Standard	
	2	M1111782	North American	
	2	2093562-009	T-PIECE RESUS ENGLISH US	
	2	2075969-001	ENGLISH SOFTWARE	
	2	2093561-009	PANDA OM-LABELS ENGLISH US	
	2	2064253-601	Unique Device Identifier Label 1	
2	2	6600-0865-700	Instrument Shelf 12in x 12in, 90 degree rotation	\$446.36
3	2	6600-0851-800	Rotating IV Pole	\$831.16
4	2	6700-0458-804	8' OxygenHose Assembly DISS H-I-T	\$124.68
5	2	6700-0458-803	8' Air Hose Assembly DISS H-I-T	\$90.82
6	2	6700-0302-800	DIAMOND Adapter w/ DISS Male / O2 GREEN	\$98.50
7	2	6700-0501-800	CHEMTRON NCG Adapter w/ DISS Male / O2 Round GREEN	\$87.74
8	2	0204-7638-535	Air DISS Adapter 1/8 NPTF	\$54.18
9	2	6700-0302-803	DIAMOND Adapter w/ DISS Male / AIR YELLOW	\$98.50
10	2	6700-0500-803	CHEMTRON 1/8" NPT Male Adapter AIR Rectangle YELLOW	\$83.12
11	2	2070857-001	CATCH GAS CYLINDER OPTION ONE PAIR	\$481.00
12	2	M1125055	Scale, Panda In-Bed	\$2,943.92

3/4



GE Healthcare

Date: 01-22-2021
Quote #: PR1-C147626
Version #: 7
Q-Exp-Date: 03-10-2021

Line #	QTY	Item #	DESCRIPTION	Ext Sell Price
13	2	6600-1334-500	Giraffe and Panda X-Ray Tray Accessory Kit	\$84.66
14	2	2008773-001	Nellcor OxiMax SpO2 Cable DOC-10 (10 ft)	\$293.04
15	2	M1110261	Basic-Go Live Clinical Training - onsite	\$5,000.00
16	2	2083497-001	INFANT CARE INSTALLATION FEE	\$500.00
17	2	CF-2074816-001	DISPOSABLE PATIENT PROBE ROHS QUANTITY 10	Incl.

Quote Summary:

Total List Price:	\$57,638.92
Total Quote Discount (23.78%)	(\$13,707.08)
Total Extended Selling Price	\$43,931.84
Total Quote Net Selling Price:	\$43,931.84

(Quoted prices do not reflect state and local taxes if applicable)

Select Service Agreements include an Onsite Technical Overview. The Onsite Technical Overview will provide a two hour summary of your equipment's technical features and does not replace full classroom training sessions. GE Healthcare encourages biomedical engineers to separately enroll in our full training courses. To find out more about our technical training please visit www.gehealthcare.com/training or call 608-221-1551 x3452.

If this Quotation contains a trade-in, such trade-in shall be governed by the terms and conditions set forth on the Trade-In Addendum to GE Healthcare Quotation attached to or provided with this Quotation.

All GE Healthcare pricing is confidential and proprietary. Any reporting requires GEHC's consent..

If applicable, for more information on this device's operating system, please visit GE Healthcare's product security portal at: <https://securityupdate.gehealthcare.com/en/products>



1. **Definitions.** As identified in this Agreement, “Equipment” is hardware and embedded software that is licensed with the purchase of the hardware delivered to Customer in GE Healthcare’s packaging and with its labeling; “Software” is software developed by GE Healthcare and/or delivered to Customer in GE Healthcare’s packaging and with its labeling, and Documentation associated with the software; “Third Party Software” and “Third Party Equipment” are respectively software developed by a third party, and hardware and embedded software that is licensed with the purchase of the hardware, that is delivered to Customer in the third party’s packaging and with its labeling (collectively, “Third Party Product”); “Product” is Equipment, Software and Third Party Product; and “Services” are Product support or professional services; “Subscription” is a limited-term, non-transferable license to access and use a Product (except Healthcare Digital Products), including any associated support Services; “Healthcare Digital Products” are: (i) Software identified in the Quotation as “Centricity”; (ii) Third Party Software licensed for use in connection with Centricity Software; (iii) hardware used to operate Centricity or Third Party Software; (iv) Services provided for implementation, installation or support and maintenance of Centricity or Third Party Software licensed for use in connection with Centricity Software; and/or (v) any Product or Service that is identified in a Healthcare Digital Quotation. “Specifications” are GE Healthcare’s written specifications and manuals as of the date the Equipment shipped. “Documentation” is the online help functions, user instructions and manuals regarding the installation and operation of the Product as made available by GE Healthcare to Customer.

2. **Term and Termination.** Software licenses, Services and/or Subscriptions will have individual term lengths identified in the Quotation. If there is a material breach of this Agreement and/or the Quotation that is not cured by the breaching party within 60 days from receipt of written notice, the non-breaching party can terminate the respective Agreement or Quotation. Other than as set forth in this Agreement, neither party can unilaterally terminate this Agreement or a Quotation. Any remaining undisputed, unpaid fees become immediately due and payable on expiration or termination. Expiration or termination of this Agreement will have no effect on Quotations executed prior to the date of expiration or termination.

3. **Software License.** Other than as identified in a Quotation, GE Healthcare grants Customer a non-exclusive, non-transferable, non-sublicensable, perpetual license to use the Software for Customer’s internal business purposes only in the United States consistent with the terms of this Agreement. Customer’s independent contractors (except GE Healthcare competitors) may use the Software, but Customer is responsible for their compliance with this license, and additional license fees may apply. Customer cannot modify, reverse engineer, copy or create derivative works of the Software, except for making 1 backup copy, and cannot remove or modify labels or notices of proprietary rights of the Software or Documentation. If GE Healthcare provides Third Party Software, Customer will comply with third party license terms, and licensors are third-party beneficiaries of this Agreement.

4. **Commercial Logistics**

4.1 **Order Cancellation and Modifications.**

4.1.1 **Cancellation.** If Customer cancels an order prior to shipment without GE Healthcare’s written consent, Customer will be responsible for all third-party expenses incurred by GE Healthcare prior to Customer’s order cancellation and GE Healthcare may charge: (i) a fee of up to 10% of the Product price; and (ii) for site evaluations performed prior to cancellation. GE Healthcare will retain, as a credit, payments received up to the amount of the cancellation charge. Customer must pay applicable progress payments (other than final payment) prior to final calibration, and GE Healthcare may delay calibration until those payments are received. If Customer does not schedule a delivery date within 6 months after order entry, GE Healthcare may cancel on written notice. This Section does not apply to Software or Subscriptions, Third Party Products and/or related professional or installation services; those orders are non-cancellable.

4.1.2 **Used Equipment.** Equipment identified as pre-owned, refurbished, remanufactured or demonstration Equipment is not new and may have received reconditioning to meet Specifications (“Used Equipment”). Sale of Used Equipment is subject to availability. If it is no longer available, GE Healthcare will attempt to identify other Used Equipment in its inventory that meets Customer’s needs, and if substitute Used Equipment is not acceptable, GE Healthcare will cancel the order and refund any deposit Customer paid for the Used Equipment.

4.2 **Site Preparation.** Customer is responsible for network and site preparation, including costs, in compliance with GE Healthcare’s written requirements and applicable laws. GE Healthcare may refuse to deliver or install if the site has not been properly prepared or there are other impediments.

4.3 **Transportation, Title and Risk of Loss.** Unless otherwise identified in the Quotation, shipping terms are FOB Destination. Title and risk of loss to Equipment and Third-Party Equipment passes to Customer on delivery to Customer’s designated delivery location.

4.4 **Delivery, Returns and Installation.** Delivery dates are approximate. Products may be delivered in installments. GE Healthcare may invoice multiple installment deliveries on a consolidated basis, but this does not release Customer’s obligation to pay for each installment delivery. Delivery occurs: (i) for Product, on electronic or physical delivery to Customer; and (ii) for Services, on performance.

Products cannot be returned for refund or credit if they match the Quotation.

Delivery and installations will be performed from 8am to 5pm local time, Monday-Friday, excluding GE Healthcare holidays, and outside those

hours for an additional fee. Customer will: (i) install cable and assemble products not provided by GE Healthcare; (ii) enable connectivity and interoperability with products not provided by GE Healthcare; (iii) pay for construction and rigging costs; and (iv) obtain all licenses, permits and approvals for installation, use and disposal of Products. For upgrades and revisions to non-Healthcare Digital Products, Customer must return replaced components to GE Healthcare at no charge.

4.5 Information Technology Professional Services ("ITPS"). ITPS must be completed within 12 months of the later of the ITPS order date or Product delivery. If not done within this time period, other than because of GE Healthcare's failure to perform, ITPS performance obligations expire without refund. ITPS includes project management, HL7/HIS system integration, database conversion, network design and integration and separately cataloged software installations. This Section does not apply to Healthcare Digital Products.

4.6 Acceptance.

4.6.1 Equipment Acceptance. Beginning on completion of installation (not to exceed 30 days from shipment) or delivery (if installation is not required), Customer will have 5 days to determine if the Equipment operates substantially in accordance with Specifications ("Equipment Test Period"). If the Equipment fails to perform accordingly, Customer will provide to GE Healthcare: (i) written notice; (ii) access to the Equipment; and (iii) a reasonable time to bring the Equipment into compliance. After correction by GE Healthcare, Customer will have the remainder of the Equipment Test Period or 3 days, whichever is greater, to continue testing. Equipment is accepted on the earlier of expiration of the Equipment Test Period or the date the Equipment is first used for non-acceptance testing purposes.

4.6.2 Software Acceptance. Beginning on completion of Software implementation, Customer will have 30 days to determine if the Software operates substantially in accordance with the Documentation ("Software Test Period"). If the Software fails to perform accordingly, Customer will provide to GE Healthcare: (i) written notice; (ii) access to the Software; and (iii) a reasonable time to bring the Software into compliance. After correction by GE Healthcare, Customer will have the remainder of the Software Test Period or 5 days, whichever is greater, to continue testing. Software is accepted on the first to occur of: (a) expiration of the Software Test Period; (b) the date Software is first used to process actual data; or (c) the "Go-Live Date" as defined in the Quotation.

4.6.3 Third Party Product Acceptance. Third Party Products are accepted 5 days after delivery.

4.6.4 Subscription Acceptance. Products provided pursuant to a Subscription are accepted 5 days after GE Healthcare provides Customer access to the Products.

4.7 Third Party Products and Services. If GE Healthcare provides Third Party Products and/or Services, then (i) GE Healthcare is acquiring them on Customer's behalf as its agent and not as a supplier; (ii) GE Healthcare provides no warranties or indemnification, express or implied; and (iii) Customer is responsible for all claims resulting from or related to their acquisition or use.

4.8 Mobile Equipment. GE Healthcare will assemble Equipment it has approved for mobile use at the vehicle location identified by Customer. Customer will comply with the vehicle manufacturer's planning requirements and arrange for delivery of the vehicle.

4.9 Audit. GE Healthcare may audit Customer's use of Software, Subscription and Healthcare Digital Products to verify Customer's compliance with this Agreement up to 12 months following termination or expiration of the applicable Quotation. Customer will provide reasonable assistance and unrestricted access to the information. Customer must pay underpaid or unpaid fees discovered during the audit, and GE Healthcare's reasonable audit costs, within 30 days of written notification of the amounts owed. If Customer does not pay, or the audit reveals that Customer is not in compliance, GE Healthcare may terminate Customer's Software license, Subscription or use of the Healthcare Digital Product.

5. Security Interest and Payment.

5.1 Security Interest. Customer grants GE Healthcare a purchase money security interest in all Products in the Quotation until full payment is received, and Customer will perform all acts and execute all documents necessary to perfect GE Healthcare's security interest.

5.2 Failure to Pay. If, after Product delivery, Customer is more than 45 days past due on undisputed payments, GE Healthcare may, on 10 days' prior written notice, disable and/or remove the Products.

5.3 Lease. If Customer leases a Product, Customer continues to be responsible for payment obligations under this Agreement.

6. Trade-In Equipment. Trade-in equipment identified in a Quotation will be subject to separate trade-in terms and conditions.

7. Subscriptions. The following terms apply to all Subscriptions (excluding Healthcare Digital Products).

7.1 Commencement. Unless otherwise indicated in this Agreement or the Quotation, the Subscription commences on the date GE Healthcare provides Customer access to the Products.

7.2 Renewal / Non-Renewal. The Subscription term renews automatically for the same duration as the initial term of the Subscription unless otherwise identified in the Quotation. Except as otherwise identified in this Agreement or a Quotation, GE Healthcare may increase prices annually by no more than the Consumer Price Index for All Urban Consumers (U.S. City Average, December to December) plus 2%, upon 90 days' prior written notice. Subscriptions are not cancellable; however, either party may opt to not renew the Subscription after the initial Subscription term or any subsequent renewal term by providing at least 60 days' prior written notice to the other party prior to renewal.

7.3 Subscription Equipment. Title to Equipment and Third-Party Equipment provided via Subscription ("Subscription Equipment") remains with GE Healthcare. Customer will not place, or permit the placement of, liens, security interests, or other encumbrances on Subscription Equipment. Customer shall not repair or service Subscription Equipment, or allow others to do so, without the prior written consent of GE Healthcare.

7.4 Support Services. Unless otherwise noted in the Quotation, GE Healthcare will provide support Services as described in the Subscription Products and ViewPoint Software Maintenance Terms and Conditions.

7.5 Upgrades. Included in the Subscription fees if Customer does not owe any undisputed payments, GE Healthcare will provide upgrades if and when they become available and to the extent they are provided to all GE Healthcare customers with a Subscription for the Products, at mutually agreed upon delivery and installation dates. Upgrades do not include: (i) any optional or separately licensable features; (ii) any Products not covered by the Subscription; or (iii) any virtual environment required to host an upgraded Product. GE Healthcare shall have no obligation to provide upgrades if Products are not maintained within the current major release version or the immediately prior major release version.

7.6 Access Controls. Customer must: (i) ensure users maintain individually-assigned confidential user credentials and control mechanisms to access the Subscription; and (ii) take reasonable steps to prevent unauthorized access to Products.

7.7 Post-Termination. Upon termination or expiration of the Subscription: (i) Customer must immediately discontinue use of the Products and return Subscription Equipment to GE Healthcare in proper operating condition; (ii) Customer must destroy its copies of Software and Documentation; (iii) Customer must remove its data from Subscription Equipment; (iv) GE Healthcare is not responsible for and may destroy Customer-provided information, images or data; and (v) GE Healthcare will remove Customer's access.

7.8 Professional Services. For Services not covered under this Agreement or required due to Customer not meeting its responsibilities under the Agreement, applicable additional professional Services and fees will be required: (i) identified in the Quotation; and (ii) subject to GE Healthcare's then-current pricing.

8. General Terms.

8.1 Confidentiality. Each party will treat this Agreement and the other party's proprietary information as confidential, meaning it will not use or disclose the information to third parties unless permitted in this Agreement or required by law. Customers are not prohibited from discussing patient safety issues in appropriate venues.

8.2 Governing Law. The law of the state where the Product is installed, the Service is provided, or the Subscription is accessed will govern this Agreement.

8.3 Force Majeure. Performance time for non-monetary obligations will be reasonably extended for delays beyond a party's control.

8.4 Assignment; Use of Subcontractors. Rights and obligations under this Agreement cannot be assigned without the other party's prior written consent, unless: (i) it is to an entity (except to a GE Healthcare competitor) that (a) is an affiliate or parent of the party or (b) acquires substantially all of the stock or assets of such party's applicable business, Product line, or Service thereof; and (ii) the assignee agrees in writing to be bound by this Agreement, including payment of outstanding fees. GE Healthcare may hire subcontractors to perform work under this Agreement but will remain responsible for its obligations.

8.5 Waiver; Survival. If any provision of this Agreement is not enforced, it is not a waiver of that provision or of a party's right to later enforce it. Terms in this Agreement related to intellectual property, compliance, data rights and terms that by their nature are intended to survive will survive the Agreement's expiration or termination.

8.6 Intellectual Property. GE Healthcare owns all rights to the intellectual property in GE Healthcare's Products, Services, Documentation, Specifications, and statements of work related to a Quotation or otherwise. Customer may provide GE Healthcare with feedback related to Products, Services, and related Documentation, and GE Healthcare may use it in an unrestricted manner.

9. Compliance.

9.1. Generally. Each party will comply with applicable laws and regulations. Customer is only purchasing or licensing Products for its own medical, billing and/or non-entertainment use in the United States. GE Healthcare will not deliver, install, service or train if it discovers Products have been or are intended to be used contrary to this Agreement. This Agreement is subject to GE Healthcare's ongoing credit review and approval. Customer is aware of its legal obligations for cost reporting, including 42 C.F.R. § 1001.952(g) and (h), and will request from GE Healthcare any information beyond the invoice needed to fulfill Customer's cost reporting obligations. GE Healthcare will provide safety-related updates for Equipment and Software required by applicable laws and regulations at no additional charge.

9.2. Security. GE Healthcare is not responsible for: (i) securing Customer's network; (ii) preventing unauthorized access to Customer's network or the Product; (iii) backup management; (iv) data integrity; (v) recovery of lost, corrupted or damaged data, images, software or equipment; (vi) third party operating systems, unless specifically provided in the Quotation; or (vii) providing or validating antivirus or related IT safeguards unless sold to Customer by GE Healthcare. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR DAMAGES CAUSED BY UNAUTHORIZED ACCESS TO THE NETWORK OR PRODUCTS REGARDLESS OF A PARTY'S COMPLIANT SECURITY MEASURES.

9.3. Environmental Health and Safety ("EHS"). GE Healthcare personnel may stop work without penalty due to safety concerns. Customer must: (i) comply with GE Healthcare's EHS requirements; (ii) provide a safe environment for GE Healthcare personnel; (iii) tell GE Healthcare about chemicals or hazardous materials that might come in contact with Products or GE Healthcare personnel; (iv) perform decommissioning or disposal at Customer facilities; (v) obtain and maintain necessary permits; (vi) thoroughly clean Products before Service; (vii) provide radioactive materials required for testing Products; and (viii) dispose of waste related to Products and installations.

9.4. Parts and Tubes. GE Healthcare: (i) recommends the use of parts it has validated for use with the Product; (ii) is not responsible for the quality of parts supplied by third parties to Customer; and (iii) cannot assure Product functionality or performance when non-validated parts are used. Certain Products are designed to recognize GE Healthcare-supplied tubes and report the presence of a non-GE Healthcare tube; GE Healthcare is not responsible for the use of, or effects from, non-GE Healthcare supplied tubes.

9.5. Training. GE Healthcare's training does not guarantee that: (i) Customer trainees are fully trained on Product use, maintenance or operation; or (ii) training will satisfy any licensure or accreditation. Customer must ensure its trainees are fully qualified in the use and operation of the Product. Unless otherwise identified in the training catalog, Customer will complete training within 12 months of: (a) the date of Product delivery for a Product purchase; (b) the respective start date for Services or Subscription for purchase of Service or Subscription; or (c) the date training is ordered for training-only purchases. If not completed within this time period, other than because of GE Healthcare's fault, training expires without refund.

9.6. Medical Diagnosis and Treatment. All clinical and medical treatment, diagnostic and/or billing decisions are Customer's responsibility.

9.7. Connectivity. If a Product has remote access capability: (i) Customer will provide GE Healthcare with, and maintain, a GE Healthcare-validated remote access connection to service the Product; or (ii) GE Healthcare reserves the right to charge Customer for onsite support at GE Healthcare's then-current billing rate. This remote access and collection of machine data (e.g., temperature, helium level) will continue after the end of this Agreement unless Customer requests in writing that GE Healthcare disable it.

9.8. Use of Data.

9.8.1. Protected Health Information. If GE Healthcare creates, receives, maintains, transmits or otherwise has access to Protected Health Information (as defined in 45 C.F.R. § 160.103) ("PHI"), GE Healthcare may use and disclose the PHI only as permitted by law and by the Business Associate Agreement. Before returning any Product to GE Healthcare, Customer must ensure that all PHI stored in it is deleted.

9.8.2. Data Rights. GE Healthcare may collect, prepare derivatives from and otherwise use non-PHI data related to Products and/or Services for such things as training, demonstration, research, development, benchmarking, continuous improvement and facilitating the provision of its products, software and services. GE Healthcare will own all intellectual property and other rights that could result from this collection, preparation and use. The non-PHI data will not be used to identify Customer or sold by GE Healthcare without Customer's consent.

9.9. Customer Policies. GE Healthcare will use reasonable efforts to respect Customer-provided policies that apply to GE Healthcare and do not materially contradict GE Healthcare policies. Failure to respect Customer policies is not a material breach unless it is willful and adversely affects GE Healthcare's ability to perform its obligations.

9.10. Insurance. GE Healthcare will maintain coverage in accordance with its standard certificate of insurance.

9.11. Excluded Provider. To its knowledge, neither GE Healthcare nor its employees performing Services under this Agreement have been excluded from participation in a Federal Healthcare Program. If an employee performing Services under this Agreement is excluded, GE Healthcare will replace that employee within a reasonable time; if GE Healthcare is excluded, Customer may terminate this Agreement upon written notice to GE Healthcare.

10. Disputes and Arbitration

10.1. Binding Arbitration. Other than collection matters and actions seeking injunctive relief to prevent or cease a violation of intellectual property rights related to Products or Services, the parties agree to submit all disputes arising under or relating to this Agreement to the American Arbitration Association (“AAA”) office closest to the largest metropolitan area of the location where the Product is installed or the Service is provided for binding arbitration conducted in accordance with AAA’s then-current Commercial Arbitration Rules. Costs, including arbitrator fees and expenses, will be shared equally, and each party will bear its own attorneys’ fees. The arbitrator will have authority to award damages only to the extent available under this Agreement. Nothing in this Section shall allow either party to arbitrate claims of any third-party not a party to this Agreement. The parties further agree to keep confidential: (i) the fact that any arbitration occurred, (ii) the results of any arbitration, (iii) all materials used, or created for use, in the arbitration, and (iv) all other documents produced by another party in the arbitration and not otherwise in the public domain.

11. Liability and Indemnity.

11.1. Limitation of Liability. GE HEALTHCARE’S LIABILITY FOR DIRECT DAMAGES TO CUSTOMER UNDER THIS AGREEMENT WILL NOT EXCEED: (I) FOR PRODUCTS, THE PRICE FOR THE PRODUCT THAT IS THE BASIS FOR THE CLAIM; OR (II) FOR SERVICE OR SUBSCRIPTIONS, THE AMOUNT OF SERVICE OR SUBSCRIPTION FEES FOR THE 12 MONTHS PRECEDING THE ACTION THAT IS THE BASIS FOR THE CLAIM. THIS LIMITATION WILL NOT APPLY TO GE HEALTHCARE’S DUTIES TO INDEMNIFY CUSTOMER UNDER THIS AGREEMENT.

11.2. Exclusion of Damages. NEITHER PARTY WILL HAVE ANY OBLIGATION FOR: (I) CONSEQUENTIAL, PUNITIVE, INCIDENTAL, INDIRECT OR REPUTATIONAL DAMAGES; (II) PROFIT, DATA OR REVENUE LOSS; OR (III) CAPITAL, REPLACEMENT OR INCREASED OPERATING COSTS.

11.3. IP Indemnification. GE Healthcare will indemnify, defend and hold Customer harmless from third-party claims for infringement of United States intellectual property rights arising from Customer’s use of the Equipment or Software in accordance with the Specifications, Documentation and license.

11.4. General Indemnification.

11.4.1. GE Healthcare will indemnify, defend and hold Customer harmless for losses which Customer becomes legally obligated to pay arising from third party claims brought against Customer for bodily injury or damage to real or tangible personal property to the extent the damage was caused by GE Healthcare’s: (i) design or manufacturing defect; (ii) negligent failure to warn, negligent installation or negligent Services; or (iii) material breach of this Agreement.

11.4.2. Customer will indemnify, defend and hold GE Healthcare harmless for losses which GE Healthcare becomes legally obligated to pay arising from third party claims brought against GE Healthcare for bodily injury or damage to real or tangible personal property to the extent the damage was caused by Customer’s: (i) medical diagnosis or treatment decisions; (ii) misuse or negligent use of the Product; (iii) modification of the Product; or (iv) material breach of this Agreement.

11.5. Indemnification Procedure. For all indemnities under this Agreement: (i) the indemnified party must give the other party written notice before claiming indemnification; (ii) the indemnifying party will control the defense; (iii) the indemnified party may retain counsel at its own expense; and (iv) the indemnifying party is not responsible for any settlement without its written consent.

12. Payment and Finance.

12.1. Late Payment. Customer must raise payment disputes before the payment due date. For any undisputed late payment, GE Healthcare may: (i) suspend performance under this Agreement until all past due amounts are paid; (ii) charge interest at a rate no more than the maximum rate permitted by applicable law; and (iii) use unapplied funds due to Customer to offset any of Customer’s outstanding balance. If GE Healthcare suspends performance, any downtime will not be included in the calculation of any uptime commitment. If Customer fails to pay when due: (a) GE Healthcare may revoke its credit and designate Customer to be on credit hold; and (b) all subsequent shipments and Services must be paid in full on receipt.

12.2. Taxes. Prices do not include applicable taxes, which are Customer’s responsibility.

12.3. Customer Payment Obligation. If installation or acceptance is delayed more than 90 days because of any reason for which Customer or its subcontractor is responsible, GE Healthcare will provide written notice and bill the remaining balance due on the order, and Customer must pay according to the payment terms listed on the Quotation.

13. Notices. Notices will be in writing and considered delivered when received if sent by certified mail, postage prepaid, return receipt requested, by overnight mail, or by fax. Notice to Customer will be directed to the address on this Agreement, and notice to GE Healthcare to General Counsel, 9900 W Innovation Dr., Wauwatosa, WI 53226.

14. Subscription Products and ViewPoint Software Maintenance Terms and Conditions.

14.1 Overview. GE Healthcare will, in accordance with the terms and conditions of this section, maintain, support and update: (i) Products provided via Subscription (excluding Healthcare Digital Products); and (ii) ViewPoint Software licensed by Customer ("ViewPoint Software") and HIS interface software installed in the United States covered by a Software Maintenance Agreement ("SMA").

14.2 Scope.

14.2.1 Software Support and Maintenance. GE Healthcare will use reasonable efforts to provide Error Correction (defined below) for verifiable and reproducible Errors (defined below) within a reasonable time after: (a) Customer reports the Error to GE Healthcare; or (b) detection by GE Healthcare. Updates (defined below), if released, will be provided at no additional cost as a part of this maintenance commitment. New functionality must be purchased separately, unless otherwise agreed.

14.2.2 Equipment Maintenance. Preventative maintenance service may be required periodically during normal business hours of 8:00 a.m. to 5:00 p.m. (local time) on mutually agreed dates. Customer will make the Equipment available for preventative maintenance upon GE Healthcare request. Additional services to be performed, including specific additional terms thereof, shall be specified in the Quotation or alternate schedules.

14.2.3 Definitions. "Error" means any Software-related problem that: (i) materially interferes with Customer's use of the Software; and (ii) results from a failure of the Software to materially conform to the Documentation. "Error Correction" means: (a) modification of the Software that corrects an Error by bringing the Software into material conformity with the Documentation; or (b) a procedure that avoids the material adverse effect of the nonconformity. "Update" means a change that provides Error Corrections and/or enhances functionality of the Software version licensed by Customer. An Update does not involve major changes or provide significant, new functionality or applications, or changes to the software architecture or file structure. Updates retain the same license as the original Software.

14.2.4 Hotline Support. GE Healthcare will provide phone and email support during standard business hours, excluding GE Healthcare holidays, for problem solving, Error resolution and general help.

14.2.5 Remote Access Support. GE Healthcare may access Software remotely via Customer's network and GE Healthcare-supplied secure tunnelling software to monitor Software parameters to help prevent and detect Errors. Customer will reasonably cooperate with GE Healthcare to establish remote connections. Certain modules require remote access in order to obtain support.

14.2.6 Warranty. GE Healthcare warrants that its Services will be performed by trained individuals in a professional, workman-like manner. GE Healthcare will re-perform non-conforming Services as long as Customer provides prompt written notice to GE Healthcare. NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WILL APPLY. SERVICE MANUALS AND DOCUMENTATION ARE PROVIDED "AS IS". GE HEALTHCARE DOES NOT GUARANTEE PRODUCTS WILL OPERATE WITHOUT ERROR OR INTERRUPTION.

14.2.7 Exclusions. GE Healthcare has no obligation to Customer for: (i) use of Products in combination with software, hardware, or services not recommended in writing by GE Healthcare; (ii) use in a manner or environment for which GE Healthcare did not design or license the Products, or in violation of GE Healthcare's recommendations or instructions; (iii) interface configuration (often referred to as HIS, PACS or EMR interfaces necessary due to changing vendors or versions); (iv) reorganization of Customer data; (v) consulting or software engineering and programming; (vi) support of Products outside the scope of the foregoing maintenance commitments; (vii) failure to use or install, or permit GE Healthcare to use or install, Error Corrections or Updates; (viii) failure to maintain Products within the current major release version or the immediately prior major release version; (ix) defects in products or services not made and provided by GE Healthcare; (x) any cause external to the Products or beyond GE Healthcare's control; (xi) failure of Customer's network; (xii) replacement of disposable or consumable items; (xiii) additional equipment or upgrades in connection with Products; and (xiv) migration of Software to different hardware or operating systems.

14.2.8 Software Maintenance Agreement Term. The following applies to ViewPoint software and HIS interface software only: The SMA term and start date is identified in the Quotation and its related Schedule A. Either party may terminate the SMA without cause after the first anniversary by providing at least 90 days' prior written notice to the other party. SMA payments are due within 30 days after receipt of GE Healthcare's invoice.



1. Warranty.

1.1. **Equipment.** For non-customized Equipment purchased from GE Healthcare or its authorized distributors, unless otherwise identified in the Quotation, GE Healthcare warrants that Equipment will be free from defects in title, and, for 1 year from Equipment Acceptance, it will: (i) be free from defects in material and workmanship under normal use and service; and (ii) perform substantially in accordance with the Specifications. The warranty covers parts and labor and only applies to end-users that purchase Equipment from GE Healthcare or its authorized distributors.

1.2. **Software.** For Software licensed from GE Healthcare, GE Healthcare warrants that: (i) it has the right to license or sublicense Software to Customer; (ii) it has not inserted Disabling Code into Software; (iii) it will use efforts consistent with industry standards to remove viruses from Software before delivery; and (iv) unless otherwise identified in the Quotation, for 90 days from Software Acceptance, Software will perform substantially in accordance with the Documentation. “Disabling Code” is code designed to interfere with the normal operation of Software, but code that prohibits use outside of the license scope is not Disabling Code.

1.3. **Services.** GE Healthcare warrants that its Service will be performed by trained individuals in a professional, workman-like manner.

1.4. **Used Equipment.** Certain Used Equipment is provided with GE Healthcare’s standard warranty for the duration identified in the Quotation, but in no event more than 1 year. If no warranty is identified, the Used Equipment is provided “AS IS” and is not warranted by GE Healthcare.

1.5. **Accessories and Supplies.** Warranties for accessories and supplies are at www.gehealthcare.com/accessories.

1.6. **Third Party Product.** Third Party Product is covered by the third party’s warranty and not GE Healthcare’s warranties.

1.7. **Subscription Products.** Products provided via Subscription (excluding Healthcare Digital Products) are not covered by this Warranty Statement. Instead, the Subscription Products and ViewPoint Software Maintenance Terms and Conditions apply.

2. **Remedies.** If Customer promptly notifies GE Healthcare of its claim during the warranty and makes the Product available, GE Healthcare will: (i) at its option, repair, adjust or replace the non-conforming Equipment or components; (ii) at its option, correct the non-conformity or replace the Software; and/or (iii) re-perform non-conforming Service. Warranty service will be performed from 8am to 5pm local time, Monday- Friday, excluding GE Healthcare holidays, and outside those hours at GE Healthcare’s then-current service rates and subject to personnel availability. GE Healthcare may require warranty repairs to be performed via a secure, remote connection or at an authorized service center. If GE Healthcare replaces Equipment or a component, the original becomes GE Healthcare property and Customer will return the original to GE Healthcare within 5 days after the replacement is provided to Customer. Customer cannot stockpile replacement parts. Prior to returning Equipment to GE Healthcare, Customer will: (a) obtain a return to manufacturer authorization; and (b) back up and remove all information stored on the Equipment (stored data may be removed during repair). Customer is responsible for damage during shipment to GE Healthcare. The warranty for a Product or component provided to correct a warranty failure is the unexpired term of the warranty for the repaired or replaced Product.

GE Healthcare may provide a loaner unit during extended periods of Product service. If a loaner unit is provided: (i) it is for Customer’s temporary use at the location identified in the Quotation; (ii) it will be returned to GE Healthcare within 5 days after the Product is returned to Customer, and if it is not, GE Healthcare may repossess it or invoice Customer for its full list price; (iii) it, and all programs and information pertaining to it, remain GE Healthcare property; (iv) risk of loss is with Customer during its possession; (v) Customer will maintain and return it in proper condition, normal wear and tear excepted, in accordance with GE Healthcare’s instructions; (vi) it will not be repaired except by GE Healthcare; (vii) GE Healthcare will be given reasonable access to it; (viii) Customer is not paying for its use, and Customer will ensure charges or claims submitted to a government healthcare program or patient are submitted accordingly; and (ix) prior to returning it to GE Healthcare, Customer will delete all information, including PHI, from it and its accessories, in compliance with industry standards and instructions provided by GE Healthcare.

NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WILL APPLY. SERVICE MANUALS AND DOCUMENTATION ARE PROVIDED “AS IS”. GE HEALTHCARE DOES NOT GUARANTEE PRODUCTS WILL OPERATE WITHOUT ERROR OR INTERRUPTION.

3. **Limitations.** GE Healthcare has no obligation to Customer for warranty claims if Customer uses the Product: (a) for non-medical or entertainment use or outside the United States; (b) in combination with software, hardware, or services not recommended in writing by GE Healthcare; and (c) in a manner or environment for which GE Healthcare did not design or license it, or in violation of GE Healthcare’s recommendations or instructions.

In addition, these warranties do not cover: (i) defects or deficiencies from improper storage or handling, maintenance or use that does not conform to Specifications and/or Documentation, inadequate backup or virus protection, cyber-attacks, failure to maintain power quality, grounding, temperature, and humidity within Specifications and/or Documentation; (ii) repairs due to power anomalies or any cause external to the Products or beyond GE Healthcare’s control; (iii) payment or reimbursement of facility costs arising from repair or replacement of the Products or parts; (iv) planned maintenance (unless applicable to Equipment), adjustment, alignment, or calibration; (v) network and antenna installations not performed by GE Healthcare or its subcontractors; (vi) lost or stolen Products; (vii) Products with serial numbers altered, defaced or removed; (viii) modification of Product not approved in writing by GE Healthcare (ix) Products immersed in liquid; and (x) replacement of disposable or consumable items.

4. Exceptions to Standard Warranty.

DoseWatch Explore: DOSEWATCH EXPLORE SOFTWARE, SERVICES AND INFORMATION IS PROVIDED "AS IS" WITH NO WARRANTY

Partial System Equipment Upgrades for CT, MR, X-Ray, IGS, PET (Scanners, Cyclotrons and Chemistry Labs) and Nuclear systems: 6 months (only

applies to the upgraded components unless the parties otherwise agree to modify the coverage of the upgraded and existing components in an existing service agreement. Optima XR240amx partial upgrades are warranted for 1 year

Cyclotron and Radiopharmacy: Warranty starts on the earlier of (i) 3 months after the date GE Healthcare completes mechanical installation, or (ii) the date Product testing is successfully completed

MR Systems: Warranty does not cover: (i) a defect or deficiency from failure of water chillers supplied or serviced by Customer, and (ii) for MR systems with LHe/LN or shield cooler configured superconducting magnets (except for MR Systems with LCC magnets), any cryogen supply, cryogenic service or service to the magnet, cryostat, coldhead, shield cooler compressor or shim coils unless the need for supply or service is caused by a defect in material or workmanship covered by this warranty.

Proteus XR/a, Definium and Precision 500D X-Ray Systems: Warranty does not cover collimator bulbs

Performix 160A (MX160) Tubes: 3 years

X-Ray High Voltage Rectifiers and TV Camera Pick-Up Tubes: 6 months

X-Ray Wireless Digital Detectors: In addition to the standard warranty, GE Healthcare will provide coverage for detector damage due to accidental dropping or mishandling. If accidental damage occurs, GE Healthcare will provide Customer with 1 replacement detector during warranty at no additional charge. If subsequent accidental damage occurs during warranty, each additional replacement will be provided for

\$30,000 per replacement. This additional coverage excludes damage caused by any use that does not conform to original equipment manufacturer ("OEM") guidelines, use that causes fluid invasion, holes, deep scratches or the detector case to crack, and damage caused by abuse, theft, loss, fire, power failures or surges. If the warranty is voided by these conditions, repair or replacement is Customer's responsibility. Bone Mineral Densitometry: Alpha Source, Inc. will perform installation, application support and warranty services. Direct warranty claims to Alpha Source, Inc. at 1-800-654-9845. Upgraded computer, printer and monitor components include a 1 month warranty. Customer will not be credited the value of this warranty against pre-existing warranties or service agreements.

OEC New or Exchange Service Parts: 120 days

OEC Tubes and Image Intensifiers: 1 year

OEC Refurbished C-Arms: 1 year after installation

IGS Large Display Monitor: Warranty coverage excludes damage caused by Customer abuse

HealthNet Lan, Advantage Review — Remote Products: 3 months

LOGIQ e, Venue 50, Venue Go, Versana Active and related transducers purchased with them: 5 years

LOGIQ V1, LOGIQ V2, Vivid iq, Vscan and Vscan Extend and related transducers purchased with them: 3 years

Except the following have a 1 year warranty:

Transducers: TEE Probes,

Carts: Venue 50 Docking Cart, Venue Go Cart, Venue Go mounting cradle, LOGIQ e Isolation Cart, LOGIQ e Docking Cart, and LOGIQ V1/V2 Cart

Other Accessories: Batteries (internal & external), and printers and peripherals, TEE cleaning & storage system, ICECord Connector and printers

Warranty covers defective parts and components and includes: (i) repair at GE Healthcare facilities, (ii) a loaner unit or probe replacement shipped for next business day delivery for requests received by 3pm Central Time, (iii) phone support from 7am to 7pm Central Time, Monday-Friday, excluding GE Healthcare holidays. For an additional charge, GE Healthcare may provide field support/service, planned maintenance, and/or coverage for damage due to accidental dropping or mishandling.

LOGIQ P9 R2.5 and newer and, Versana Premier, Versana Balance, Venue and related transducers purchased with them: 5 years

Voluson P8 BT18 and newer, LOGIQ F8 2016 and newer, LOGIQ V5, Vivid T8 and Vivid T9 along with related transducers purchased with them: 3 years

Except the following have a 1 year warranty:

Other Accessories: Batteries (internal & external) and printers and peripherals, TEE cleaning & storage system

Transducers: TEE Probes

Warranty covers defective parts and components and includes: (i) repair at Product location by a qualified service technician Monday-Friday 8am to 5pm local time, excluding GE Healthcare holidays, and (ii) phone support from 7am to 7pm Central Time, Monday-Friday, excluding GE Healthcare holidays. For an additional charge, GE Healthcare may provide planned maintenance and/or coverage for damage due to accidental dropping or mishandling.

Ultrasound Partial System Equipment Upgrades: 3 months (only applies to the upgraded components). Customer will not be credited the value of the warranty against pre-existing warranties or service agreements.

Veterinary Use: Notwithstanding anything herein, any Product validated and sold by GE Healthcare for specific use in the veterinary market shall have a one (1) year warranty.

Batteries: 3 months, except for x-ray nickel cadmium or lead acid batteries and ultrasound batteries, which are warranted for 1 year

CARESCAPE Monitors B450, B650 and B850: 3 years parts, 1 year labor (excluding displays, which are standard)

B40 Monitors: 2 years parts, 1 year labor (excluding displays, which are standard)

B105 and B125 Patient Monitors: 3 years parts and labor coverage with: (i) repair services performed at GE Healthcare Repair Operations Center, (ii) phone support from 7am to 5pm Central Time, Monday-Friday, excluding GE Healthcare holidays; and (iii) a loaner Product (subject to availability; shipping charges included).

Novii Wireless Patch System- Interface and Pods: 1 year starting 40 days after shipment with: (i) exchange services performed at GE Healthcare Repair Operations Center; and (ii) phone support from 7am to 5pm Central Time, Monday-Friday, excluding GE Healthcare holidays. Customer may elect to purchase coverage for Pod damage due to accidental dropping or mishandling. This coverage excludes patches and cables, which are considered Product accessories, and are warranted pursuant to Section 1.5 above.

MAC 2000 and 3500: 3 years

CARESCAPE V100 and VC150 Vital Signs Monitors: 2 years

CARESCAPE T14 Transmitter: 2 years

SEER 1000: 2 years

Exergen: 4 years

Panda® iRes Warmers, Giraffe® Warmer and Giraffe® Carestation OmniBed: 7 year parts warranty on heater cal rod

Microenvironment and Phototherapy consumable components: 1 month

Corometrics® Fetal Monitoring: Warranty includes: (i) warranty starting on the earlier of (a) if GE Healthcare or Customer installs, 5 days after installation or (b) 40 days after shipment; and (ii) 2 years parts, 1 year labor

Corometrics® Nautilus Transducers: 2 years

Lullaby Phototherapy System: 3 years on lamp assembly

Blood pressure cuffs and related adaptors and air hoses: 1 month

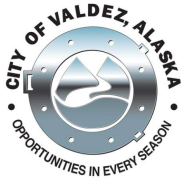
Anesthesia Monitor Mounting Solutions: If purchased directly from GE Healthcare, it will be warranted as a GE Healthcare Product Tec

850 Vaporizers: 3 years

Tec 6 Plus Vaporizers: 2 years

CARESCAPE Gateway: 1 year

CARESCAPE Bridge: 1 year



Legislation Text

File #: 21-0129, **Version:** 1

ITEM TITLE:

Discussion Item: Return on Investment Analysis of New Valdez Commercial Harbor Fueling Facility

SUBMITTED BY: Jeremy Talbott. Ports & Harbors Director

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Discussion Item Only

SUMMARY STATEMENT:

During the 2020 capital projects, approval and budgeting process the City Council approved funding for a feasibility study on a potential fueling facility in the Commercial Boat Harbor.

In November 2020, City staff selected Rain Coast Data through a professional service agreement in the amount of \$31,550.00 to produce the attached draft document.

Meilani Schijvens from Rain Coast Data assembled and lead a team of several industry professionals who have an in-depth knowledge of Valdez, waterfront construction and community planning.

The team analyzed three potential fuel dock owner and operating scenarios:

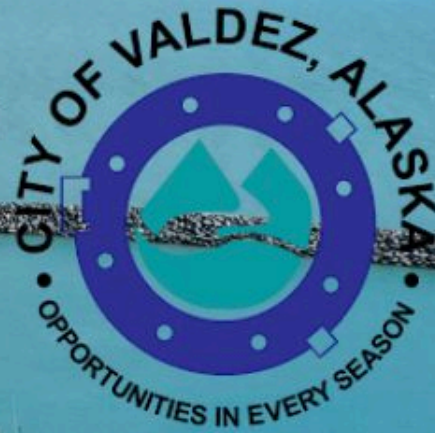
- Privately constructed fuel dock facility with negotiated property and tideland leases from the City of Valdez;
- A public Private Partnership with the City of Valdez constructing the facility and leasing out the operations to a private partner; and,
- A facility operated and constructed by the City of Valdez.

This document is intended to be used as a tool to assist city administration and elected officials to determine if they wish to design, construct, and manage a potential fueling facility in the Commercial Harbor.

Meilani Schijvens will be available telephonically to field questions and take comments during the discussion.

DRAFT

Return-on-Investment Analysis of a New Valdez Fuel Dock



February 2021

By Rain Coast
Data



February 1st, 2021

Return-on-Investment Analysis of a New Valdez Fuel Dock

This benefit-cost analysis was performed by a team led by Rain Coast Data. Team members included R&M Consultants, Great Northern Engineers, Corvus Design, and PhD economist Brian Vander Naald.

Summary of Findings	1
Project Description	2
Project Need	5
Supporting the Valdez Economy.....	5
Reducing Wait Times for Fueling of Vessels	6
Providing an Alternative to Kelsey Dock.....	7
Project Costs	9
Project Demand	10
Fuel Demand Projections	10
Fuel Demand by Tenants of the New South Harbor.....	10
Fuel Demand by Tenants of the Small Boat Harbor	11
Fuel Demand by Visiting Commercial Fishing Vessels	11
Consumer Demand	12
Results of Return-on-Investment Analysis	14
Private-Private Model	15
Public-Private Model	17
Maintenance Costs	18
Fuel Dock Infrastructure Service Life	18
Public-Public Model	19
Environmental Permitting Considerations	21
Regulatory Compliance	21
Tank Farm Considerations	23
Fuel Dock Ownership Model Case Studies	27
The Primary Example: Private Development and Operations in Homer	27
The Rare Example: Public Infrastructure and Operations in Haines.....	29
The Elusive Example: Public Infrastructure and Private Operations in Kake.....	30
Additional Survey Findings	31
Facilities Capital Cost Estimates	35
Site Plan Drawings	36
Survey Open-Ended Responses to Need for Fuel Dock	42

Summary of Findings

The purpose of this technical memo is to assist the City of Valdez in understanding the return on investment over time associated with the development of a new fuel dock within the New South Harbor. The South Harbor is owned and managed by the City of Valdez. This memo analyzes three potential fuel dock owner and operating scenarios in this location:

- A privately constructed fuel dock facility with a negotiated property and tideland lease from the City of Valdez;
- A public-private partnership with the City of Valdez constructing the facility and leasing out the operations to a private partner; and,
- A facility operated and constructed by the City of Valdez.

While there are advantages and disadvantages for each model, developing an agreement with a private sector entity to build and operate the fuel dock provides the most significant benefit to the City of Valdez, with a Rate of Return (ROI) of 13.8 after 10 years, in other words, for every dollar of public investment, the City will earn \$13.80. The public-private option has an ROI below one, meaning it will result in a net loss for the city – with just 30 cents earned for every public dollar invested. Since there are so many variables and choices involved in these calculations, this deliverable includes a dynamic excel-based tool in which variables, such as lease agreement elements, can be changed and new ROIs calculated.

Table 1. Return on Investment (ROI) for 3 Fuel Dock Models¹

	Preferred Alternative: Private Construction/ Private Operation	Public Construction/ Private Operation	Public Construction/ Public Operation
Total Costs (20 years)	\$128,917	\$3,328,491	\$6,483,321
Total Revenue (20 years)	\$1,599,919	\$1,599,919	\$11,958,719
ROI 10 years	13.8	0.3	1.3
ROI 20 years	12.4	0.5	1.8
ROI 40 years	10.1	0.9	2.1

The City of Valdez also wanted to understand demand for a fuel dock in the South Harbor by Valdez residents and transient vessels owners that visit Valdez. This study included a survey of 525 Valdez vessel owners and operators. The analysis showed a high demand for a new fuel dock. For a full discussion on demand, see page 10.

- For a full discussion of the costs and revenues and variables considered for each option, see page 14.
- For a full review of the environmental requirements associated with a fuel dock in Valdez, see page 21.
- To see a case study analysis of other communities that use the three different models see page 27.
- Project drawings by Great Northern Engineers are on page 36.

¹ Return on Investment (ROI) is equal to the discounted sum of benefits divided by the discounted sum of costs for the project. If ROI is greater than 1, the investment is profitable. If ROI is less than 1, the investment is unprofitable. Since we are comparing different scenarios of the same magnitude, the larger the ROI, the more profitable will be the arrangement.

Project Description

This analysis explores the economic and environmental feasibility of a new fueling facility in the new Valdez commercial boat harbor, New South Harbor, as well as to gauge local and transient support and demand for a new fuel dock.

This document provides a comparison of economic costs and benefits, along with the potential risks and opportunities a fueling facility would provide to the community and harbor customers by exploring three potential fuel dock owner-operating scenarios:

Scenario One: Private Ownership and Operations

The City of Valdez would seek a qualified organization to finance, design, construct, operate, and maintain a new floating fuel dock in the South Harbor. The selected organization would secure rights from the City to build, own, and operate a commercial fueling facility, and the City would provide upland and tideland areas through long-term leasing arrangements sufficient for the building and operation of a floating fuel dock, fuel storage tanks, and distribution system.

Scenario Two: Public Ownership and Private Operations

The City of Valdez would finance, design, construct, and maintain a new floating fuel dock in the South Harbor. The City would put out a request for proposals for fuel vendor operations. The selected organization would operate the new fueling facility and lease the upland and tideland areas through a leasing arrangement with the City.

Scenario Three: Public Ownership and Public Operations

The City of Valdez would finance, design, construct, and maintain a new floating fuel dock in the South Harbor. The City would also conduct all fuel vendor operations.

New Boat Harbor

The new commercial boat harbor, New South Harbor, was constructed to help alleviate the demand for slips in the existing Small Boat Harbor (also known as North Harbor). Pre COVID-19 pandemic, the demand for slips had been increasing due to the expansion of Silver Bay Seafoods new fish processing facilities. The City of Valdez expanded its harbor facilities by completing the new boat harbor in the summer of 2019, which can accommodate moorage of 128 vessels up to 100 feet in harbor slips. The harbor was constructed to meet moorage needs of the fishing fleet and larger vessels and relocate larger commercial vessels from the North Harbor.

Table 2 shows the number slips in the New South Harbor by size, along with use of slips by vessel type. The photo shows use of the new harbor just a week after the grand opening.

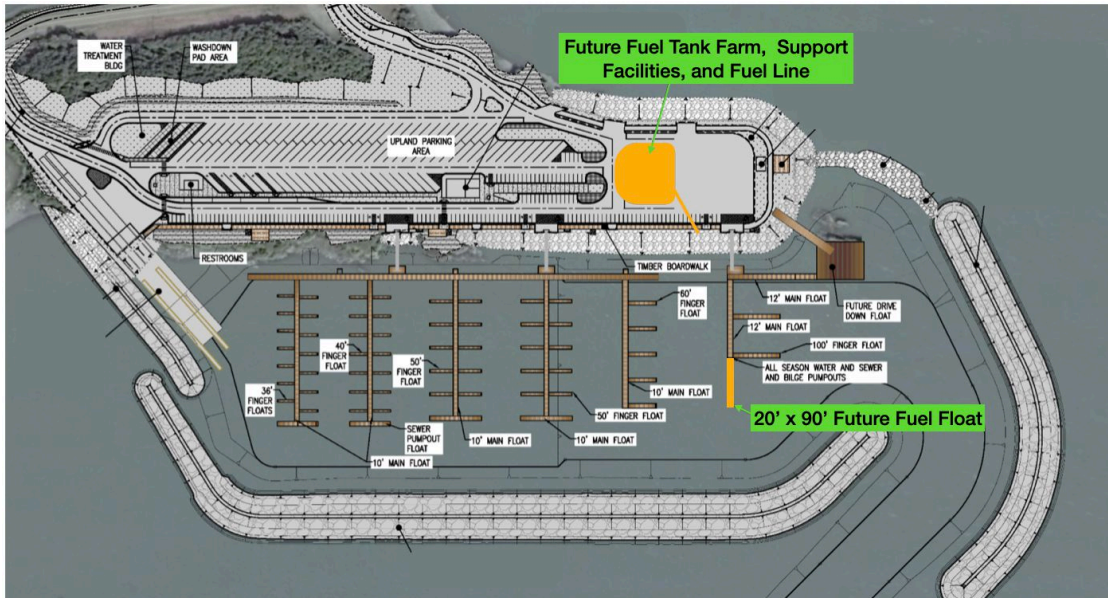
Table 2. New Boat Harbor Capacity (Valdez South Basin)

Total Slips by Size				
36'	40'	50'	60'	100'
17	48	48	11	4
Total Number of Boats by Vessel Type				
Recreational	Sail	Charter	Commercial Fishing	Work
62	14	2	31	2



New Fuel Dock

The new fuel dock under consideration would provide fuel services to the vessels located in New South Harbor. The original design for the harbor provided space to support a 20-foot wide by 90-foot-long floating fuel dock located at the end of a moorage float, along with space for uplands facilities, including a tank farm and vendor space. The image below shows the location plans for the required fuel dock infrastructure.



Below is an artist rendering of what the fuel dock could look like when complete:²

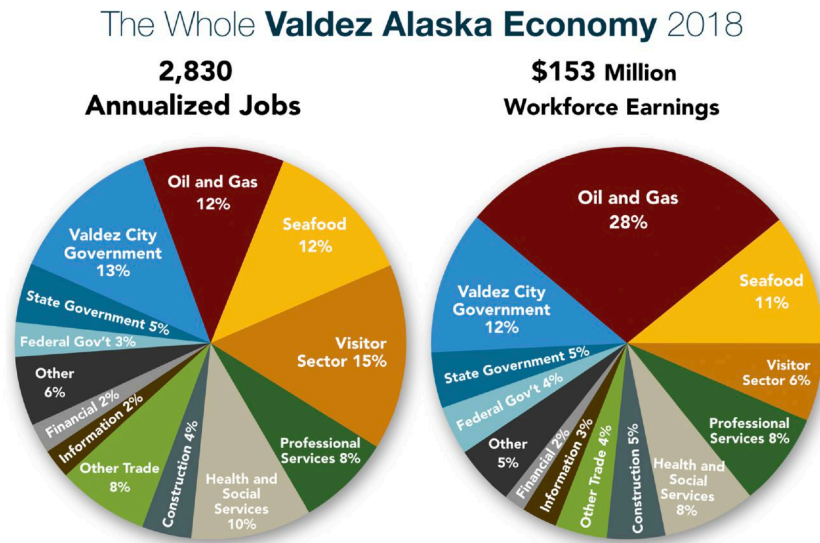


² Full project drawings can be found on page 36.

Project Need

Supporting the Valdez Economy

From an economic standpoint, supporting the seafood sector is critical to supporting the economy of Valdez as a whole. The primary beneficiaries of a fuel dock in the New South Harbor will be the commercial seafood vessels.



Seafood is one of the most important sources of jobs and workforce earnings for Valdez. It is the second largest producer of private sector wages in the community, second only to the oil and gas sector. In 2018, seafood provided 12% of all community annualized jobs (352), and 11% of total workforce earnings (\$16.6 million).³

The rich Valdez fishery supports a substantial seafood harvest and logistical road connections make Valdez a great place to locate fish processing facilities. Pre-pandemic, there had been a significant increase in the processing capacity in the community.

Between 2015 and 2018 total pounds processed increased by 28%. Because New South Harbor was specifically developed to better serve the commercial fishing fleet, and because the commercial fishing fleet is such an important element of the Valdez economy, providing basic services, such as fuel, will support a key component of the economic framework of the community as a whole.

Moreover, while not its primary purpose, the New South Harbor also supports the growing Valdez visitor industry sector including recreation boating and fishing, charter fishing, and charter wildlife cruises. The visitor sector is the top provider of jobs in the community of Valdez. When adjusted to annualized employment, the visitor industry accounts for 15% of all year-round equivalent jobs in the community.

³ Analysis by Rain Coast Data based on the following source: Alaska Department of Labor 2018 Employment & Wage data; 2018 (latest available) US Census Nonemployer. Note that these are annualized jobs. During summer months, the peak workforce is significantly higher, and during winter, the workforce is significantly smaller. Also note that workforce totals include the self-employed, and so fishermen who are residents of Valdez are included in these figures. Non-resident independent fishermen are not included in these tallies. Self-employment estimated using CFEC data distr: <https://www.cfec.state.ak.us/gpbycen/2019/261507.htm>

Reducing Wait Times for Fueling of Vessels

There are different ways to measure the economic value of a project. One is to measure the revenue that will be generated by various versions of the project, another is to measure the greater economic value to the community of a new or additional service. In the case of the fuel dock in Valdez, the fuel dock will reduce congestion and lines for the current fuel facilities, thereby allowing commercial fishing vessels and charter vessels to return to their economic activity more quickly, reducing “wasted” economic time, and increasing the economic opportunity time of the Valdez commercial sector.

A large measurable benefit of a new Valdez fuel dock project is the time saved by the fishermen in Valdez that will no longer have wait in line for fuel in the congested North Harbor. Currently, there is an economic cost of nearly \$200,000 per year for the Valdez commercial fishing fleet of waiting to fuel up during the heart of the seafood season. To calculate the transportation/time cost benefits associated with the proposed development of a new fuel dock, 525 vessels that use the area were surveyed. While there might still be wait times, the reduction of congestion could alleviate up to 2,400 hours of commercial fishing manhours in productivity annually, assuming two crew and a captain per vessel.⁴

Table 3. Value of Time Saved with New Fuel Dock for Commercial Fishermen⁵

Location of Commercial Fishing Vessel	Average Minutes Spent Waiting to Fuel Up in Valdez	Average Number of Valdez Fueling Events	Total Vessels	Total Hours Spent Waiting to Fuel Up in Valdez	Total Cost of Waiting
New South Harbor	37	7	31	132	\$32,583
Small Boat Harbor	21	6	19	40	\$9,909
Transient Commercial Fishing Vessel	37	7	148	631	\$155,251
Total				804 hours	\$197,743

The analysis uses an average skipper wage developed by the US Army Corps of Engineers Alaska District in 2010 for Valdez. Increased to 2022 dollars for the first year that benefits are projected to accrue, the average skipper wage is estimated to be

⁴Valdez Harbor Expansion Feasibility Study Economics Appendix B Valdez, Alaska September 2010. What is interesting regarding the productivity time lost analysis is that it is not new. Lost productivity time was one of the arguments for building a new harbor in Valdez in the first place. A fuel dock in the New South Harbor was a critical part of overall New South Harbor plan, as can be seen in the 2010 study outlining the needs for a new harbor: “**Time-Delay Problems** Delay time and congestion are frequent occurrences at several locations within the existing small boat harbor. Delays occur at the fuel docks when everyone is fueling up before going out to fish ...These delays occur during the peak fishing season, mid-May through mid-September...on a regular basis during a 130-day fishing period”.

⁵ Figures are based on interview data with fishermen in project area.

\$94/hour. The average crew cost per hour would be \$76/hour.⁶ The average fishing vessel in the project area typically fuels up with a skipper and up to two workers, either crew or marine service staff.

While the above data is adjusted to reflect actual vessel counts, the table below reflects all 525 survey respondents. On average vessels wait 23 minutes to fuel up in Valdez per fueling event. Valdez vessels fuel up an average of 14 times per summer.

Table 4. Average time spent waiting to fuel up in Valdez by vessel type⁷

Vessel Type	Average Number of Valdez Fueling Events Per Vessel in The Summer	Average Minutes Spent Waiting to Fuel Up in Valdez
Charter vessel (tours, sports fishing, etc.)	50	25
Commercial fishing vessel	7	33
Recreation	13	21
Sailboat	6	20
Work vessel	30	24
Other	5	52
Valdez Average	14	23

Not included in the above analysis of lost time is the extra time vessels located in New South Harbor have to spend in transit to and from the Small Boat Harbor to procure fuel. The distance from the existing fuel dock to the proposed new fuel dock is just over one nautical mile, requiring approximately 10 minutes of extra time each way to obtain fuel.

Providing an Alternative to Kelsey Dock

In Valdez, there are two fuel docks operated by Crowley Marine in the small boat harbor. In addition to these options, vessels have two alternative ways to fuel up. They can use the Kelsey Dock, taking advantage of fuel trucks that drive onto the dock, or they can use tenders, which themselves often use Kelsey Dock to get their fuel in the first place. In the summer of 2019, 98,481 gallons of diesel was procured by vessels at the Kelsey Dock during 36 fueling events, for an average of 2,735 gallons per fueling.

However, Kelsey Dock might not be as available in the future. In August of 2019, a new assessment and load capacity analysis was conducted on Kelsey Dock.⁸ According to the findings, the new maximum legal single-axle load on Kelsey Dock has been downgraded to 24,000 pounds, and the maximum legal tandem-axle load to 30,000 pounds. This change effectively bans fully loaded fuel trucks from using the dock in the same way. While fuel trucks can still use the dock for fueling, they will need to do so with a reduced

⁶Valdez Harbor Expansion Feasibility Study Economics Appendix B Valdez, Alaska September 2010 [http://www.poa.usace.army.mil/Portals/34/docs/civilworks/currentproj/vol2appendixbeconomicanalysis%20\(2\).pdf](http://www.poa.usace.army.mil/Portals/34/docs/civilworks/currentproj/vol2appendixbeconomicanalysis%20(2).pdf)

⁷ Figures are based on interview data with fishermen in project area.

⁸ John Kelsey Dock and Valdez Container Terminal Assessments and Load Rating Analysis, PND, August 2019

load level, utilizing only partially full fuel trucks. The report recommends evaluation on a case-by-case basis.

Similarly, fuel can be delivered over the new drive down float at the New South Harbor with partially loaded trucks, and at some bulkheads in the old small boat harbor that could potentially allow for fuel delivery via truck. However, these various options for fuel delivery by truck will be much less convenient than a dedicated fuel float, meaning an alternative marine fuel source becomes even more critical.

Project Costs

The permitting and construction of a new Valdez fuel dock is expected to occur over a 1.5-year period from 2021–2023. The estimated construction cost for elements of the Valdez fuel dock project is \$3.1 million for construction during this period. The \$3.1 million dollar price tag is for a City managed construction project and includes the following elements.

Table 5. City of Valdez Fuel Float Project Cost Estimate

Item	Projected Cost
Floating Dock	\$746,100
Civil Uplands	\$145,330
Mechanical / Tank Farm / Dispensing	\$497,050
Electrical	\$278,070
Contingency 25%	\$489,138
Environmental Construction Permitting	\$85,000
Operational Permitting Compliance (City-Managed Option Only)	\$200,000
Other (Engineering, Construction Support, Mobilization, Demobilization, Construction Survey, Pollution Control)	\$656,853
Total Private Construction Costs	\$2,897,541
Total City Managed Construction	\$3,097,541

Detailed capital facility costs for this project are broken out on page 35.

Tank Farm

The conceptual design of the onshore tank farm is based on previous work done by Great Northern Engineering (GNE) in 2017. GNE updated the 2017 estimates to today’s values. The concept consists of 3 tanks having a tank capacity of 3,000-5,000 gallons of unleaded gasoline and 40,000 gallons of Ultra Low Sodium Diesel (a 12,000-gallon issue tank and 28,000 bulk storage tank). The tanks were sized based on 2017 preliminary engineering with input from local fuel vendors. Based on this, the sizes and capacities are deemed to be a reasonable preliminary fit to the site and expected demand. A more detailed examination of the expected demand and throughput is recommended and other sizes and combinations of tanks are possible.

Fuel Dock

The conceptual design of the floating fuel dock is based on input from Transpac Marinas and is founded on preliminary engineering work completed in 2017. Transpac updated the 2017 estimates to 2021 values. The concept consists of a 20’ by 90’ floating fuel dock at the end of existing moorage Float R. Existing moorage Float R has provisions for the future installation of below deck fuel pilings. The floating dock is restrained by four each 24-inch diameter galvanized steel piling, two on each end.

Project Demand

This section explores several types of demand associated with a potential new fuel dock, including fuel use and public support.

Fuel Demand Projections

One of the key elements of this project was to determine fuel demand projections for a new fuel dock. In order to understand the fuel consumption demand, a survey was developed for vessel owners and operators in Valdez, including vessels that are not homeported in Valdez but visit in the summer. A total of 525 vessels participated in the survey, which asked about fuel use, and potential demand for fuel in the new harbor. In order to calculate fuel demand, the following questions were asked of survey participants:

- Survey Question: How many gallons of marine fuel do you purchase annually (in Valdez or elsewhere)?
- Survey Question: Moving forward, what percentage of your annual fuel intake would you expect to procure from the new fuel dock in New South Harbor, if one was built?

Because these responses were also linked to vessel length, location of vessel, vessel type, and total fuel currently purchased in Valdez, the survey data could be used in combination with Valdez Docks and Harbors vessel data to calculate demand for fuel. Based on actual data combined with survey data, the calculated demand for a new fuel dock in the new boat harbor for all expected users is an estimated 1.7 million gallons annually.

Table 6. New South Harbor Fuel Demand Projections: All Demand

Fuel Type	Calculated Demand in Gallons Annually
Diesel	1,619,104
Gasoline	98,062
Total Gallons	1,717,166

Fuel Demand by Tenants of the New South Harbor

There are currently 128 slips in the New South Harbor. While 18 of these are currently not occupied, data was developed to create estimates for these vacancies, and so the survey demand model used assumes full harbor occupancy. Calculated demand shows that 533,871 gallons of fuel would be used by New South Harbor tenants, should it be constructed.

Table 7. New Boat Harbor Tenants Fuel Demand Projections

Fuel Type	Calculated Demand in Gallons Annually
Diesel	482,821
Gasoline	51,049
Total Gallons	533,871

Fuel Demand by Tenants of the Small Boat Harbor

Tenants of the small boat harbor were also surveyed to understand the demand that would be generated by these vessel owners for fuel at the proposed New South Harbor facility. Just over 32,000 gallons of fuel would be used by vessels in this harbor.

Table 8. Small Boat Harbor Fuel Demand Projections

Fuel Type	Calculated Demand in Gallons Annually
Diesel	11,625
Gasoline	20,450
Total Gallons	32,075

Fuel Demand by Visiting Commercial Fishing Vessels

The survey asked the transient commercial fishing fleet that comes to Valdez in the summer the same question – how much fuel did each vessel expect to purchase from a potential new fuel dock in the New South Harbor. The visiting transient fleet expect to purchase 1.15 million gallons from the fuel dock in the new boat harbor annually, once it is constructed. This includes a calculated demand of 385,192 gallons from transient commercial fishing vessels, and an additional 766,029 gallons from transient tenders.⁹

Table 9. Visiting Commercial Fleet Fuel Demand Projections

Fuel Type	Calculated Demand in Gallons Annually
Diesel	1,124,658
Gasoline	26,563
Total Gallons	1,151,221

Table 9b. Visiting Commercial Fleet Fuel Demand Projections by Type

Commercial Seafood Vessel Type	Count of Transient Vessels	Calculated Demand in Gallons Annually
Fishing vessels 30'-39'	19	37,963
Fishing vessels 40'-49'	31	213,565
Fishing vessels 50'-59'	74	128,456
Fishing vessels 60'-69'	3	5,208
Tenders	21	766,029
Total	148	1,151,221

Most of the fuel for the above transient vessels is currently procured at the small boat harbor fuel dock, although the larger vessels use Kelsey Dock. Most users of Kelsey Dock would prefer to use the proposed new fuel dock.

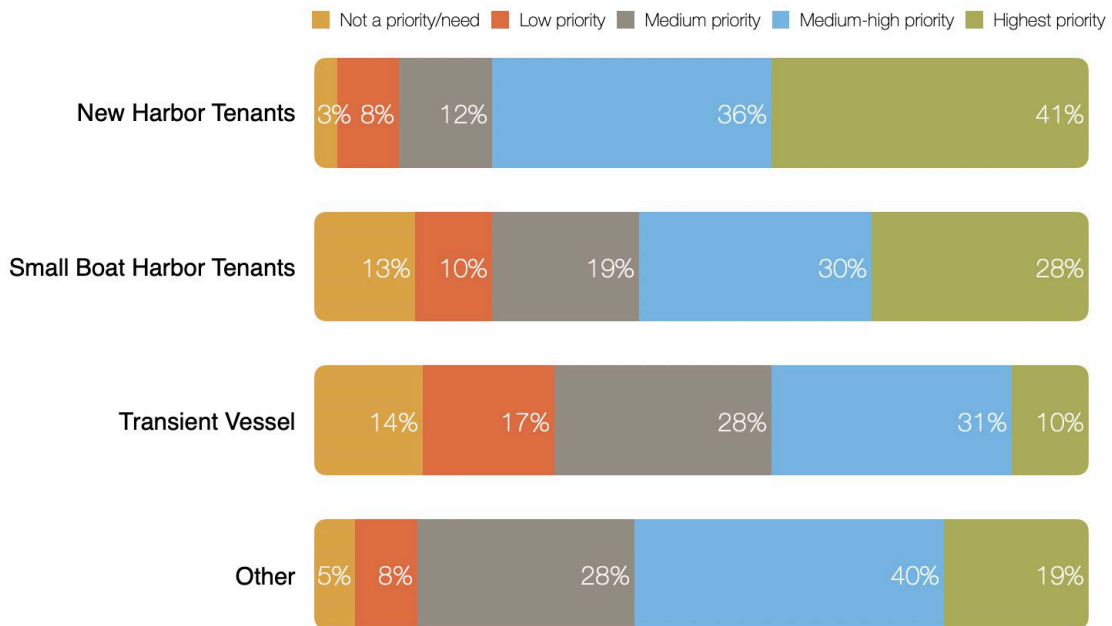
⁹ While significant survey data was available for other types of commercial seafood vessels, the survey for the tenders included five of the 21 transient tenders. The average of the demand for these vessels was used to calculate all transient tender fuel demand.

Consumer Demand

To measure the consumer demand for a new fuel dock in Valdez, the survey asked vessel owner and operators how important development is of a fuel dock in the New South Harbor.

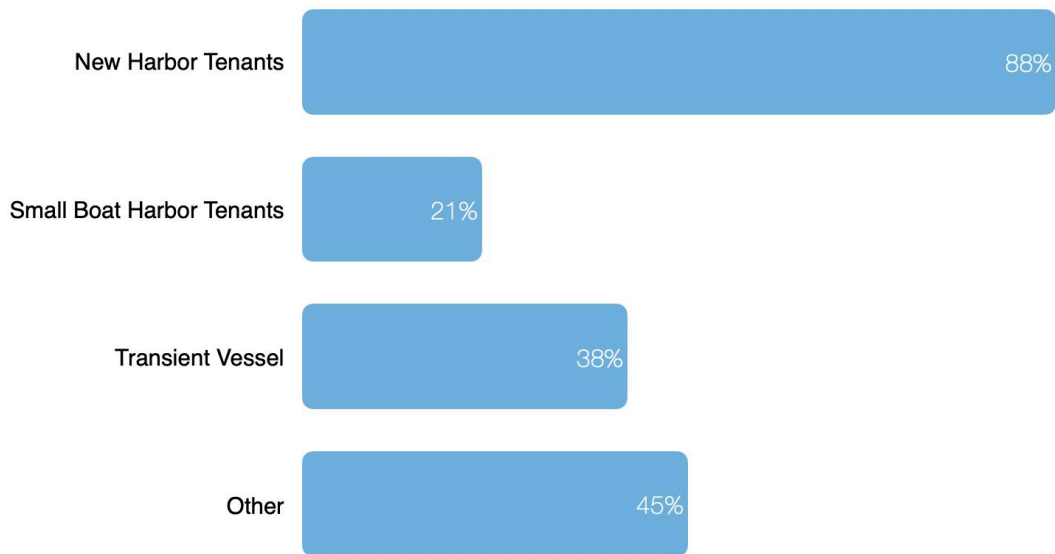
Those with current slips in the New South Harbor were most likely to say a new fuel dock should be considered as the highest priority. More than three-quarters (78%) of New South Harbor tenants said that a new fuel dock is the highest (41%) or medium-high (36%) priority level. More than half of those in the small boat harbor called the new fuel dock of the highest (28%) or medium-high (30%) priority. Transient vessel operators were less likely to say the fuel dock was at the highest priority level.

Survey Question: How important is the development of a fuel dock in the South Basin?



Survey Question: Moving forward, what percentage of your total annual fuel intake would you expect to procure from the new fuel dock in South Basin (New Harbor), if one was built?

Survey respondents were also asked what percentage of their future fuel they would expect to procure from a new fuel dock, should one be built. Current tenants of New South Harbor expected to get 88% of their annual fuel consumption from a new fuel dock if one is built in that harbor. Small boat harbor tenants would expect to get 21% of their fuel from the new fuel dock, while transient vessels would get 38% of their annual fuel.



Results of Return-on-Investment Analysis

The most important element to understand when weighing comparative fuel dock models is the long-term economic considerations, and the rate of return on investment for any publicly spent dollars. The following section summarizes the results and outlines the project costs, benefits, and assumptions used in this analysis for each of the three different owner-operator models.

Table 11. Benefit-Cost Analysis Summary Results

	Private Construction/ Private Operation	Public Construction/ Private Operation	Public Construction/ Public Operation
Total Costs (20 Years)	\$128,917	\$3,328,491	\$7,245,621
Total Revenue (20 Years)	\$1,599,919	\$1,599,919	\$11,958,719
ROI at 10 Years	13.8	0.3	1.2
ROI at 20 Years	12.4	0.5	1.7
ROI at 40 Years	10.1	0.9	1.8

The results of the ROI show the present value of the cash flows that occur over the analysis period (2021– 2062) under the discount rate of 3 percent.¹⁰

Return on Investment (ROI) is equal to the discounted sum of benefits divided by the discounted sum of costs for the project. If ROI is greater than 1, the investment is profitable. If ROI is less than 1, the investment is unprofitable. Since this analysis compares different scenarios of the same magnitude, the larger the ROI, the more profitable the arrangement. Another way of thinking of ROI, is it shows how many dollars will be earned by the City of Valdez for each dollar of public investment. Under the private-private scenario, the city will earn \$13.80 for each dollar invested after 10 years, while under the public-private option, it will earn back just 30 cents of each dollar invested during the same period.

By this measure, the private-private model will result in the highest level of profit for the City of Valdez. The public-public model will result in a positive ROI, and thus provides an acceptable, but much smaller, return on investment. The public-private model results in a loss of revenue to the City of Valdez.

Because the ROI model includes so many differing variables, choices, and lease elements, this document includes a dynamic excel-based tool in which variables can be changed, so that the City of Valdez can see how the ROI will change based on differing input selections. The following section explores the resulting ROIs at 20 years and 40 years of the three fuel dock development-operating models, along with explanations regarding the variables selected for this analysis.

¹⁰ The discount rate is used to discount future cash flows to the present. The discount rate takes into account the time value of money and the uncertainty associated with future cash flows (put simply, the principle of discounting works on the assumption that a dollar today is worth more than a dollar a year or more in the future). The discount rates of 3 percent follow the guidance of OMB Circular A-4 (OMB, 2016).

Private-Private Model

Over the next 20 years, a privately constructed fuel dock would cost the City of Valdez a small amount of staff oversight hours annually and bring in \$1.6 million in revenue to the city. It would have a 20-year Return on Investment of 12.4 for the City of Valdez (or \$12.40 for each public dollar invested) by far the highest the of the three models under consideration.

**Table 12. Total City of Valdez Costs and Benefits
for a Privately Built and Operated Fuel Dock**

	40 Years	20 Years
Total Capital Costs	\$0	\$0
Total Maintenance Costs	\$0	\$0
Total Labor Costs	\$302,009	\$128,916
Total Costs	\$302,009	\$128,916
Total Fuel Revenue	\$2,747,466	\$1,442,419
Total Lease Revenue	\$300,000	\$157,500
Total Value	\$3,047,466	\$1,599,919
ROI	10.1	12.41

There are a significant number of variables that go into an economic assessment for a fuel dock. This report includes an attached spreadsheet in which those variables can be altered once better information is available (such as the value of the uplands that would need to be leased by a private operator, which is currently unknown) or if different decisions are made (such as the fuel wharfage fee, which is set at 4 cents in this report). The variables that have been used in this analysis, with the value that was selected for each, are presented below.

**Table 13. Assumptions
for a Privately Built and Operated Fuel Dock**

Variable	Variable Value
Fuel Wharfage Per Gallon	\$0.04
Gallons of Fuel	1,717,166
Tideland Value	\$25,000
Upland Value	\$50,000
Tideland Lease Rate	10%
Upland Lease Rate	10%
Annual Wage Increase	2%

Fuel Wharfage Per Gallon: Generally, the per gallon petroleum wharfage fee is between 1 cent and 5 cents across Alaska. This was set at 4 cents for the analysis because the City of Valdez mentioned consideration of this rate. A 2 cents wharfage fee would make the ROI 6.8 after 20 years. There is currently no per gallon throughput fee for the existing fuel docks in Valdez. The City of Valdez might also want to consider a sliding rate. Examples

across the state include models where the fee is set to gradually increase over time. Others provide creative rate structures to entice development. In Homer, no wharfage was charged until the fuel provider had recovered their fuel dock capital investments, for example.

Gallons of Fuel: Fuel demand was calculated using a survey of Valdez vessel owners, combined with vessel data. Refer to that section for additional details.

Tidelands Value: The tidelands value presented here is a placeholder value. It represents the current tidelands value of the other fuel dock leases. The City of Valdez is currently working with an appraiser to give them an appraisal for the New South Harbor purposed fuel dock tidelands and upland lots, but those numbers are not yet developed.

Upland Value: The uplands value represents another placeholder value. It was calculated using the value per square foot of a property at 219 S. Harbor Drive in Valdez and applying that land value to the square feet of this location.

Tidelands Lease Rate and Upland Lease Rate: By Valdez code, anything below 10% of assessed value annually, must be voted on by a supermajority of the City Council. While the city currently has lease agreements ranging from \$1 a year, 4%, and 6%, currently the existing leases for both the existing fuel dock tidelands leases and the single City owned upland lot are at 10%. A new fuel dock lease would be negotiated with the City and a private fuel provider.

Annual Wage Increase: A commonly used annual increase for wages is 2% per year. This analysis assumes that \$5,000 worth of city-worker hours would be spent responding to issues at a new private fuel dock. This value would increase annually over the 40-year horizon of the analysis.

Public-Private Model

Over the next 20 years, a publicly constructed and privately operated fuel dock would cost the City of Valdez \$3.3 million in development and maintenance costs and bring in \$1.6 million in revenue to the city. It would have a 20-year Return on Investment (ROI) of 0.48 for the City of Valdez (or a return of just 48 cents for every public dollar invested). Return on Investment is equal to the discounted sum of benefits divided by the discounted sum of costs for the project, and so an ROI of less than 1 means that the investment would be unprofitable.

**Table 14. Total City of Valdez Costs and Benefits
for a Publicly Built and Privately Operated Fuel Dock**

	40 Years	20 Years
Total Capital Costs	\$3,061,924	\$3,061,924
Total Maintenance Costs	\$205,691	\$137,650
Total Labor Costs	\$302,010	\$128,917
Total Costs	\$3,569,625	\$3,328,491
Total Fuel Revenue	\$2,747,466	\$1,442,419
Total Lease Revenue	\$300,000	\$157,500
Residual Value	\$149,948	
Total Value	\$3,197,414	\$1,599,919
ROI	0.9	0.48

There are a significant number of variables that go into an economic assessment for a fuel dock. This report has been delivered with an attached spreadsheet in which those variables can be altered once better information is available. The variables that have been used in this analysis, with the value that was selected for each, are presented below. Explanations for each value selection are on the previous two pages.

**Table 15. Assumptions for a
Publicly Built and Privately Operated Fuel Dock**

Variable	Variable Value
Fuel Wharfage Per Gallon	\$0.04
Gallons of Fuel	1,717,166
Tideland value	\$25,000
Upland value	\$50,000
Tideland lease rate	10%
Upland lease rate	10%
Annual Wage increase	2%

Maintenance Costs

Part of understanding the cost of ownership, should the City of Valdez build and operate the fuel dock and related infrastructure, is understanding the long term associated maintenance costs. While the cost of building a fuel dock and tank farm is \$3.1 million, the capital costs of construction are estimated at \$2,445,687. This analysis assumes that annual maintenance costs will be 1.5% of capital cost every 5 years and 3.72% of capital cost every 15 years, with a discount rate of three percent.¹¹ These assumptions were developed as a standard starting point for Alaska marine service yards.¹²

**Table 16. Maintenance Costs
in 5-Year Increments**

Assume completion in 2022	Discounted at 3%
2027	\$31,645
2032	\$27,297
2037	\$58,396
2042	\$20,312
2047	\$17,521
2052	\$37,482
2057	\$13,037

Over a 35-year period, the maintenance of a city-owned facility would cost the City of Valdez \$205,691. While the service life estimates developed by R&M are listed below, for the purposes of a cost estimate, maintenance costs for the first 39 years only were calculated, in order to match federal guidelines for economic modeling.

Fuel Dock Infrastructure Service Life

Service life is dependent on many factors including the environment, the degree of use, and on maintenance. The following general statements can be made for planning purposes:

- The estimated service life of mechanical equipment such as pumps is 25 years with proper maintenance.
- The estimated service life of floating marine facilities is 50 years with proper maintenance.
- The estimated service life of upland waterfront facilities is 75 years with proper maintenance.

¹¹ Northern Economics “Petersburg Waterfront Master Plan: Rate Study and Financial Considerations” presentation by Mike Fisher on October 4, 2017 at the AAHPA Annual Conference. Note: The discount rate is used to discount future cash flows to the present. The discount rate takes into account the time value of money and the uncertainty associated with future cash flows (put simply, the principle of discounting works on the assumption that a dollar today is worth more than a dollar a year or more in the future). The discount rates of 3 percent follow the federal guidance requirements.

¹² Residual Value: Given assumed 50-year lifespan of capital, calculated residual value as 20% of original capital value.

Public-Public Model

Over the next 20 years, a publicly constructed and privately operated fuel dock would cost the City of Valdez \$6.5 million in development and maintenance costs and bring in \$11.9 million in revenue to the city. It would have a 20-year Return on Investment of 1.84 for the City of Valdez (or a return of \$1.84 for every public dollar invested). Since the ROI for this model is greater than one, the investment would be profitable. However, inefficiencies in operations or error could bring this value below one.

**Table 17. Total City of Valdez Costs and Benefits
for a Publicly Built and Operated Fuel Dock**

	40 Years	20 Years
Total Capital Costs	\$3,061,924	\$3,061,924
Total Maintenance Costs	\$205,691	\$137,650
Total Labor Costs	\$7,692,759	\$3,283,747
Total Costs	\$10,960,374	\$6,483,321
Total Fuel Revenue	\$21,693,822	\$11,389,256
Total Lease Revenue	\$1,084,691	\$569,463
Residual Value	\$149,948	
Total Value	\$22,928,461	\$11,958,719
ROI	2.09	1.84

There are a significant number of variables that go into an economic assessment for a fuel dock. This report has been delivered with an attached spreadsheet in which those variables can be altered once better information is available. The variables that have been used in this analysis, with the value that was selected for each, are presented below.

**Table 18. Assumptions
for a Publicly Built and Operated Fuel Dock**

Variable	Variable Value
Fuel Markup (10-25%)	15%
Diesel in Gallons	1,619,104
Wholesale Diesel Price	\$2.10
Gasoline in Gallons	98,062
Gasoline Price	\$2.27
Wage Increases	2%
Retail as A Percent of Revenue	5%

Most of these variable assumptions were explained in the previous sections. The ones that are new to this model are presented below:

Fuel Markup: Of the many choices that will need to be made if the City of Valdez were to run a new fuel dock would be to decide the price of fuel. The City and Borough of Haines uses a 15% markup, and so that is what was used here. Within the private sector, the markup

for fuel is typically 10% to 25%, depending on volumes, market, competition in market, operating costs, and location.

Wholesale Diesel Price: For the purposes of this analysis, the current Homer cost of diesel was used, minus an assumed markup.¹³ The cost of diesel was not adjusted to grow with inflation over the period of this analysis, since petroleum can be such a volatile commodity.

Gasoline Price: For the purposes of this analysis, the current average cost of gasoline was used, minus an assumed markup. Again, due to the volatility of the commodity market for gasoline, no future price adjustments were assumed.

Retail as a percent of revenue: The sales of snack items, beverages, bagged ice, and oil products are not the main source of revenue for a fuel dock. However, the markup on these types of items can be significant, up to 110%, leading to high margins on low-cost products. Retail sales represent less than 10% of fuel dock revenues. For the purposes of this analysis, five percent was selected.

City of Valdez Wages: For the purposes of this analysis, if the City of Valdez were to operate a fuel dock, this model assumes one dedicated worker working at 1,950 hours annually, based on a \$52,402 annual wage, and 4 part time seasonal workers working 37.5 hours per week for 20 weeks at \$20 per hour. The fully loaded value of these workers is included in the analysis, including benefits, retirement, and employees cost. These labor costs are estimated to increase at a rate of 2% annually.

¹³ Source: Fisheries Economic Data <http://www.psmfc.org/efin/data/getdata.html>

Environmental Permitting Considerations

These estimates represent the cost of acquiring permits/authorizations during design and start-up phases (approximately one year). Permitting costs are expected to be \$85,000 and staffing/startup costs are expected to be \$200,000 for the first year, assuming a publicly built project.

Regulatory Compliance

The following section describes the anticipated permits and authorizations necessary to construct this proposed project and identifies issues of concern for regulatory agencies that need to be considered in assessing feasibility of moving the project forward. Anticipated risks and costs are also included for each regulatory action for planning purposes. Cost estimates are based on current regulations, similar project experience, and best professional judgement.

US Army Corps of Engineers (USACE) Section 10 Permit

Section 10 of the Rivers and Harbors Act gives the USACE jurisdiction over navigable waters of the US. The floating dock will require a Section 10 permit. The dock will not impede the navigability of the New South Harbor, but part of the permitting process includes consultation with the National Marine Fisheries Service (NMFS) and the US Fish and Wildlife Service (FWS) in accordance with Section 7 of the Endangered Species Act (ESA). The floating dock will require driving piles and pile driving activities have been shown to create underwater noise levels that can result in negative impacts to threatened and protected marine species. The consultation process with NMFS and USFWS will add cost and time to the USACE permitting process. However, given the presence of the noise-attenuating breakwaters, mitigation measures (marine mammal observers and pile-driving shut down protocols) should be sufficient to proceed with informal consultation. As such, an Incidental Harassment Authorization (IHA) under the Marine Mammal Protection Act (MMPA) is not expected to be necessary.

Risk(s):

- ESA consultation could significantly extend the permitting timeframe
- NMFS and/or USFWS could require an IHA
- Marine mammal observer requirements during pile driving may be costly
- Shutdowns due to the presence of marine mammals in the harbor may cause delays (potentially significant) during construction

Estimated Cost: \$20,000

Valdez Floodplain Development permit

The City of Valdez participates in the National Flood Insurance Program (NFIP) managed by the Federal Emergency Management Agency (FEMA). The New Boat Harbor project resulted in a change to the Flood Insurance Rate Map (FIRM) issued for the City of Valdez effective 2019. A Letter of Map Revision (LOMR) was submitted to FEMA in 2020 that included proposed changes to the FIRM. The proposed site of the onshore tank farm is partially within the limits of a flood

hazard area as defined in the effective FIRM (2019) but outside the proposed flood hazard area developed for the LOMR (2020). The project will need a Floodplain Development permit from the City of Valdez for the floating dock. The permit may or may not need to include the onshore tank farm depending on the status of the LOMR.

Risk(s): Additional permitting requirements may be necessary if an onshore tank farm is included

Estimated Cost: \$10,000

City of Valdez Municipal Code

A review of the City's municipal code found no apparent conflicts with the City's zoning regulations. It is recommended that a meeting be held with the local planning department early in the project to confirm that there are no identified issues that need to be addressed.

Risk(s): Zoning regulations may identify additional requirements not currently known

Estimated Cost: Minimal (meeting/coordination only)

USACE Section 408 permit

Part of the New Boat Harbor is considered a USACE Civil Works project that is constructed and maintained by the Corps. The proposed project appears to extend to within 5 feet of the maneuvering/navigation channel maintained by the USACE. A Section 408 permit would not be required as long as the project does not interfere with the function of this channel. Section 408 coordination will occur within the Corps as part of the Section 10 permit process, giving the Operations Branch an opportunity to confirm the construction limits of the project relative to the Civil Works project.

Risk(s): None identified at this time

Estimated Cost: \$0

Tank Farm Considerations

The following section outlines requirements for above ground fuel storage between 1,000 and 420,000 gallons and not part of a tank vessel, oil barge, pipeline, exploration, production, or oil terminal facility.

Alaska DEC Aboveground Storage Tanks

The ADEC Division of Spill Prevention and Response would classify the proposed tank farm as a Class 2 facility. This program was eliminated due to budget cuts in 2020 and does not require the registration of Class 2 facilities at this time. All tank facilities must post DEC spill reporting information on-site.

Risk(s): ADEC regulations change and additional compliance measures are required

Estimated Cost: \$0

US Environmental Protection Agency

The US Environmental Protection Agency (EPA) regulates tanks with aggregate storage capacity greater than 1,320 gallons. The EPA requires the following:

- [Spill Prevention Control and Countermeasure Plans \(SPCC\)](#) - plans must be signed by a registered engineer and kept at the facility.
- Personnel training in spill prevention and containment, removal and disposal of spilled oil.
- Inspection and maintenance program.
- Proper selection and construction of spill prevention systems including dikes, liners, pumps, absorbent booms, etc.
- Tier II Emergency and Hazardous Materials Inventory form – must be completed by facilities with 10,000 pounds or more of gasoline or diesel.

Risk(s):

- Costly plan to prepare and implement.
- Requires establishing training, inspection, and maintenance programs.

Estimated Cost: \$25,000

State Fire Marshall

The State Fire Marshall has adopted the International Fire Code (IFC) which includes design and operational standards for facilities including combustible and flammable liquids storage. Specific operational requirements include maintaining fire protection and suppression systems, providing secondary containment, and installing appropriate warning labels. Construction project plans must be submitted to the State Fire Marshall for review prior to construction.

Risk(s): Fire Marshall may require changes to plans to comply with applicable codes

Estimated Cost: \$5,000 (project plan submittal only; design changes not included)

ADEC APDES Coverage

The project would require coverage under the Alaska Department of Environmental Conservation (ADEC) Alaska Pollutant Discharge Elimination System (APDES). Coverage would likely be sought under the Multi-Sector General Permit program which requires the development of a Storm Water Pollution Prevention Plan (SWPPP) and includes annual monitoring and reporting requirements.

Risk(s):

- Implementation of SWPPP would require annual sampling, reporting, monitoring, and documentation
- Corrective actions may be costly to identify and resolve

Estimated Cost: \$25,000 (initial year)/\$15,000 (additional years)

Coast Guard

The U.S. Coast Guard regulates marine transportation related facilities that can receive a vessel with a capacity of 10,500 gallons or more. If the new fuel facilities will receive fuel shipments via barge, the Coast Guard oversight would apply. The Coast Guard requirements include:

- Submission of a Letter of Intent to Operate.
- Submission and approval of an Operations Manual and a Facility Response Plan.
- Facility operations must include procedures and equipment for fuel delivery from vessel (barge), including:
 - Designated qualified person in charge of the fuel transfer operation.
 - Personnel training and response drills.
 - Safety requirements.
 - Record keeping.

Risk(s): Fuel delivery source changes and a barge is proposed.

Estimated Cost: \$0 (assumes no barge transfer of fuel)

Environmental Permitting Options

The applicability of the permits and authorizations described above does not change depending on the option chosen by the City. The main difference between the three options would likely be in the relative up-front costs as well as maintenance and operation costs. The regulatory requirements for operating a tank farm of this capacity include developing operating procedures and developing safety plans. Private entities that specialize in these types of facilities are likely to have these procedures developed already. Personnel training is another cost.

Private entities are likely to have training procedures in place. The long-term cost of training may be similar across the options, but the City would have a larger up-front cost to establish safety procedures and training protocols that meet industry and regulatory standards. To accommodate for this upfront cost, we have estimated that two City of Valdez staff with applicable tank farm compliance/safety experience would need to be hired (or contracted) at approximately \$75,000/year per individual.

New training, safety, maintenance, and associated compliance programs including spill drills may add approximately \$50,000 to secure and implement the permits for the first year. Annual reporting requirements would be the responsibility of the City or a private entity in charge of operations. There may be penalties if reporting requirements are not followed or if reporting shows that the required training and safety procedures are being followed.

The following table provides a brief overview of the regulatory requirements. The table identifies what items are required up-front prior to construction vs. on-going operations and maintenance tasks. For responsible parties for these tasks/requirements vary depending on the three options under consideration by the City.

Table 19. Overview of the Regulatory Requirements for a Valdez Fuel Dock, by Ownership-Operating Model

	Private Construction and Operation		City Construction and Private Operation		City Construction and Operation	
	Initial investment	M&O investment	Initial investment	M&O investment	Initial investment	M&O investment
ADEC APDES	Develop SWPPP	Annual monitoring/ reporting	Develop SWPPP	Annual monitoring/ reporting	Develop SWPPP	Annual monitoring/ reporting
EPA Reg's for Fuel Storage Tanks	SPCC Plan; Personnel training program; Inspection and Maintenance program; Other reporting requirements. Private entity likely to have much/all of this development already for other similar facilities.	Personnel training program; Inspection and Maintenance program; Other reporting requirements would continue annually	SPCC Plan; Personnel training program; Inspection and Maintenance program; Other reporting requirements. Unclear whether City would develop these for permitting purposes or partner with private entity to supply.	Personnel training program; Inspection and Maintenance program; Other reporting requirements would continue annually	SPCC Plan; Personnel training program; Inspection and Maintenance program; Other reporting requirements would need to be developed by the City	Personnel training program; Inspection and Maintenance program; Other reporting requirements would continue annually
Coast Guard Reg's for Marine Fuel Delivery	Letter of Intent, Operations Manual and Facility Response Plan developed by Private Entity	Record keeping and ongoing personnel training provided by Private Entity	Letter of Intent, Operations Manual and Facility Response Plan developed by Private Entity or City	Record keeping and ongoing personnel training provided by Private Entity	Letter of Intent, Operations Manual and Facility Response Plan developed by the City	Record keeping and ongoing personnel training provided by the City
State Fire Marshall Reg's for Design and Operation of Fuel Storage Facilities	Design requirements for fire protection and suppression systems, secondary containment, and warning labels. This cost and oversight provided by Private Entity	System maintenance and record keeping provided by Private Entity	Design requirements for fire protection and suppression systems, secondary containment, and warning labels. This cost and oversight provided by Private Entity or City	System maintenance and record keeping provided by Private Entity	Design requirements for fire protection and suppression systems, secondary containment, and warning labels. This cost and oversight provided by the City.	System maintenance and record keeping provided by the City

Acronyms: ADEC Alaska Department of Environmental Conservation; APDES Alaska Pollutant Discharge Elimination System; EPA Environmental Protection Agency; M&O Maintenance and Operation; SPCC Spill Prevention Control and Countermeasure; SWPPP Storm Water Pollution Prevention Plan.

Fuel Dock Ownership Model Case Studies

There are three potential owner-operator models that the City of Valdez is exploring for the potential development of a new fuel dock. These include city led construction and dock operations; city led construction and private operations; and private led development and operations (on public lands). These models are explored below as Case Studies based on fuel docks in other coastal Alaskan communities.

The Primary Example: Private Development and Operations in Homer

The model for nearly every fuel dock in Alaska with public ties has been to provide public lands for a facility that is privately constructed and privately operated. Homer is a good example of this model.

Total Homer harbor slips: 877

Total peak vessel usage: 1,200

Fuel dock operator: Petro Marine

Lease elements: uplands lease, over slope, fuel wharfage

Special elements: Standard lease, with the exception that year-round service is required.

Fuel wharfage fee: 2 cents per gallon (recently updated from 1 cent)

Retail: Includes small retail store.

Summer hours: 6AM to 8PM (with call out for fuel needs outside of operating hours)

Winter hours: 8AM to 5PM

Homer Harbor Master: Bryan Hawkins

Homer's experience with this operational model: "I am thankful we are not running the fuel float because it is very regulatory heavy. It is a specialty discipline. City-run fuel dock operations would require a whole additional department, most of which would be with compliance. Staffing the fuel float would be easy enough, but the compliance side is very onerous. It takes a big company to do that and keep everyone happy. We would have to train staff on EPA, DEC, and Coast Guard regulations, which would include training and responsibility for oil spill, clean up, and oil response. I also wouldn't want to be in the position of owning the fuel float for the community in terms of charging for fuel. It would be hard to have a sustainable rate for the harbor, and it would be seen as a public entity competing with private industry."

Interview with the Homer fuel dock manager: "As an operator, I would like to have infrastructure that has already been built. But if I were a city, I wouldn't want to put anything into the building or operating of a fuel dock. A city will never make money on it. Give to an operator and let them do it. However, if a private operator is going to be interested in the project, it all depends on the terms

of lease. Building a fuel dock and tank farm is a massive investment. The rate of return on that infrastructure is so far out before you ever begin to make any money. Let the operator take on that bill but provide them a long enough term to make a profit. The city will have to offer the lease for decades, at least 20 years. No private operator will come in, take on the development costs, and do a 10-year lease. An operator has to be able to figure out cost-benefits and a return-on-investment. There are so many variables, and years is the most critical piece of that. Private operators are going to be looking for an exclusive lease for the next 25 years. Also, from a regulatory perspective, a city operator will get nailed if they try to operate a fuel dock, as there are just so many regulatory issues to consider. For an entity that is not familiar with doing it, I don't think you would ever see a profit. I would think a city would do anything they could to release themselves of any liability and stay out of legal trouble."

Additional Notes: Homer passed a local policy disallowing fuel trucks on fish dock, "We had to disallow that, as it just provided too much competition with the fuel dock."

The Rare Example: Public Infrastructure and Operations in Haines

It is unusual for a city in Alaska to own and operate their own fuel dock facility. Haines is currently one of these examples, but it will not be for long.

Total Haines harbor slips: 130

Fuel dock operator: City and Borough of Haines

Lease elements: None

Fuel wharfage fee: None. But the fuel price is set at 15% over wholesale rates.

Retail: None

Year-round operating hours: Same as municipal operating hours, 8AM to 5PM (The call out fee for fuel needs outside of operating hours is \$80) (9AM to 2PM on Saturdays)

Haines Harbor Master: Shawn Bell

Haines experience with this operational model: “The Haines harbor staff does many things, but not in the most efficient or best manner, because we are not equipped with training for handling the fuel facility, and we don’t have the support from a larger organization. A fueling company has a depth of employee knowledge and resources that can be relied on to keep a facility operating, and to keep it operating most efficiently. In Haines, municipal employees are pulled in too many different directions, and don’t have time to dedicate to the success of the fuel dock. Haines is not making any money on the fuel dock. At best we are breaking even, but only in operations. Infrastructure replacement comes on top of that. creating significant costs that can’t make that up. We are doing a fuel tank replacement right now, and that will put us in the hole. We consider operation of the fuel dock as a public service to community. Fuel sales occur here and there throughout the day. In past the fuel dock was a job that everyone working at harbor was trained at and able to do. However, this was not the best use of time and expertise, and last year we had an employee dedicated to that role. Delta Western used to operate the fuel dock, but their lease was not renewed for some reason years ago. We are currently in negotiations with Delta Western to resume fuel dock operations.”

The Elusive Example: Public Infrastructure and Private Operations in Kake

Currently there are no good examples of Alaska fuel docks in which the associated infrastructure was developed by a public entity, remains owned by the public entity, and is operated by the fuel provider.

Haines: Once Delta Western takes over the Haines fuel dock operations, it will transition into this model. However, because the infrastructure will still be publicly owned, many liability factors will remain with the City and Borough of Haines.

Kake: Kake is an interesting example, because the infrastructure was developed and is being maintained by the City of Kake. Kake Tribal, a private entity, operates the fuel dock, and purchases fuel from Petro Marine. The motivation for the City of Kake to use this model is two-fold: this has historically been the model, and the City of Kake has access to funding sources that Kake Tribal does not. The City is currently having to rebuild the fuel dock after a storm destroyed it. The City is applying for a Economic Development Administration funding source, allowing the project to move forward. The tank farm was funded through the Alaska Energy Authority.

- **Total Kake harbor slips:** 60
- **Fuel dock, tank farm, landowner:** City of Kake
- **Fuel dock operator:** Kake Tribal, fuel provider is Petro Marine.
- **Lease elements:** 35 cents per gallon (paid by Kake Tribal) no tidelands/uplands lease.
- **Fuel wharfage fee:** 5 cents (paid by Petro Marine)
- **Retail:** engine oil

Valdez: The mostly commonly cited historic example of this ownership model is the City of Valdez itself, which had built a fuel dock, and contracted out with a private entity to run. However, this was 30 years ago, and the reasons for transitioning away from this model are not entirely clear.

Down South: Many lower-48 entities operate under this model conceptually but are quite different as the ports in these examples are separate stand-alone public entities with their own taxing authority. Moreover, the markets in which they operate are very different, as they provide services in very high traffic areas, serving multiple private and public harbors. These models are not reflective of the Valdez harbor.

Additional Survey Findings

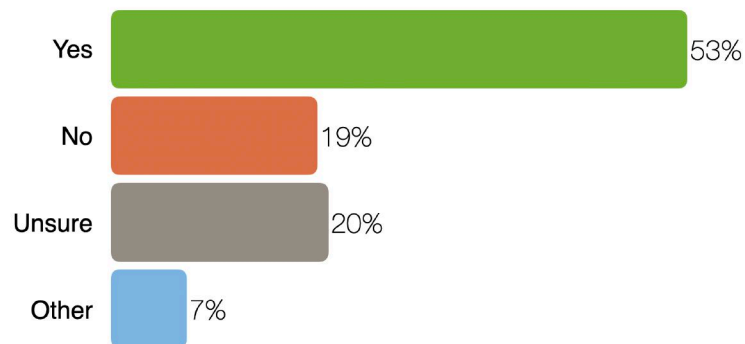
In order to obtain critical information regarding demand, the team developed a public survey open to those who use the Valdez harbors. The purpose of the survey was to understand demand for fuel and a new fuel dock by vessel, vessel type, and vessel location. The survey included 16 questions. On average, respondents spent 6 minutes on the survey.

A total of 525 vessel owners and operators who use the Valdez harbors responded to the survey. The high response rate means that the survey findings have a 99% confidence level with a 5% confidence interval. The survey was emailed directly to 1,500 harbor users, including non-Valdez residents. The survey was open between January 12th through January 18th, 2021.

Most survey results were integrated into the analysis in the previous sections of this report. Additional survey results are presented on the following pages.

Survey Question: For vessels located within the North Basin, would you use the fuel dock in the New South Harbor if the access/hours were better?

Those with slips in the small boat harbor were asked if they would be likely to use the new fuel dock if the operating hours were longer, and the wait times were shorter. More than half of small harbor tenants said they would likely use the new fuel dock at some point. Those selecting “other” wrote that price was the primary consideration driving fuel dock choice, over fueling hours and wait times.

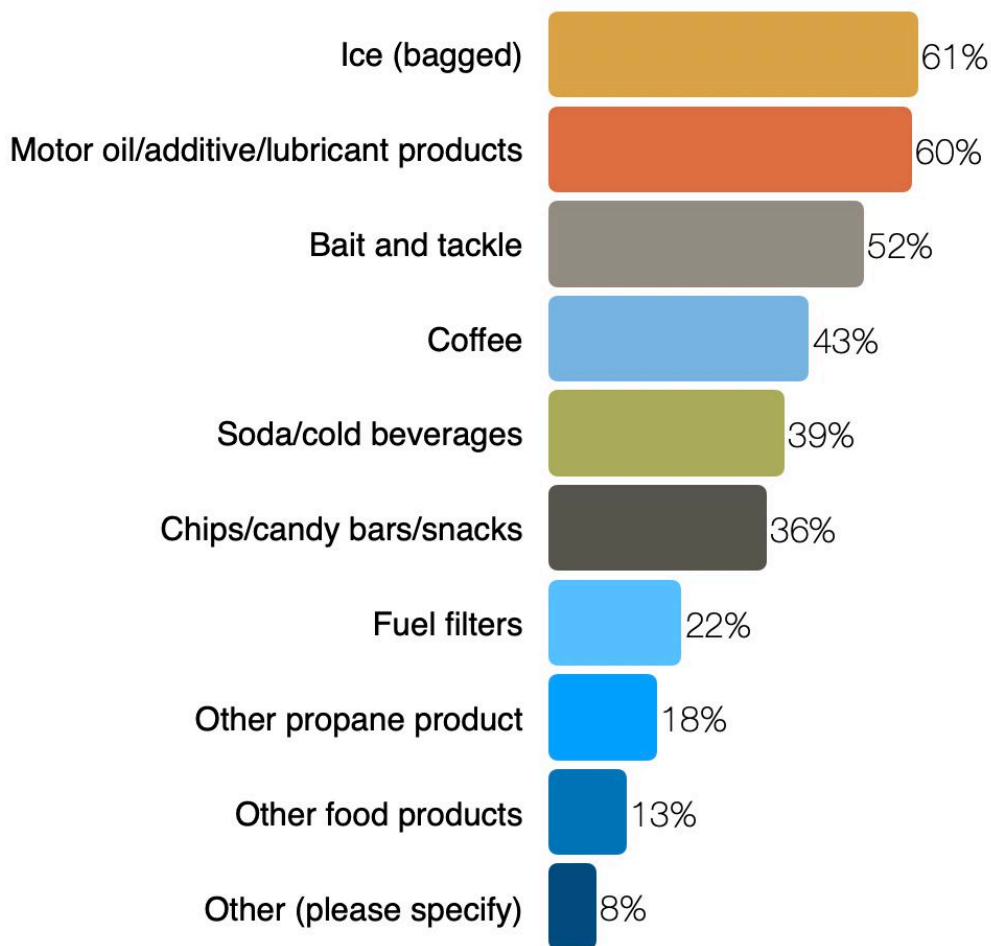


Retail Demand

The City of Valdez wanted to better understand the demand for retail in conjunction with a fuel dock. This was also posed as a survey question.

Survey Question: In addition to fuel, what other retail would you regularly purchase from a new fueling station, if available?

Items vessel operators would most like to purchase at a fuel dock, in addition to fuel include bagged ice, oil lubricant and additive products, bait and tackle, and coffee. The most common response under “other please specify” included nothing, followed by oil absorbent pads.



Based on interviews, it is not uncommon to markup fuel dock products by 110%. The general advice on fuel docks, if there is extra space, is to sell retail products. However, at least 90% of revenue will come from fuel, so focus the business model on fuel sales.

Operating Hours Preference

The City of Valdez also wanted to know what operating hours for a fuel dock would be most advantageous to fuel dock users. This question was also included in the survey.

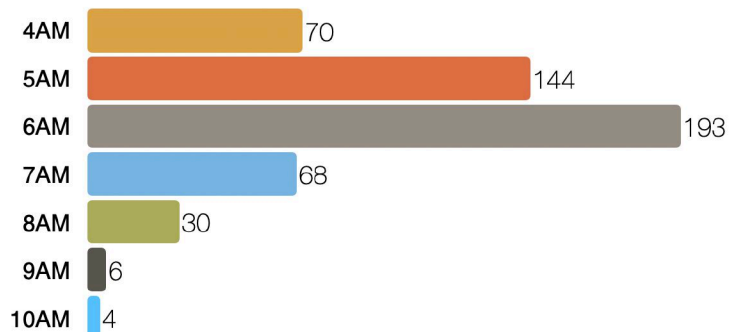
Survey Question: What time would you most like to see a new Valdez fuel dock in the new boat harbor open in the morning and close in the evenings during the summer?

Table 10. Hours of Operations Preferences

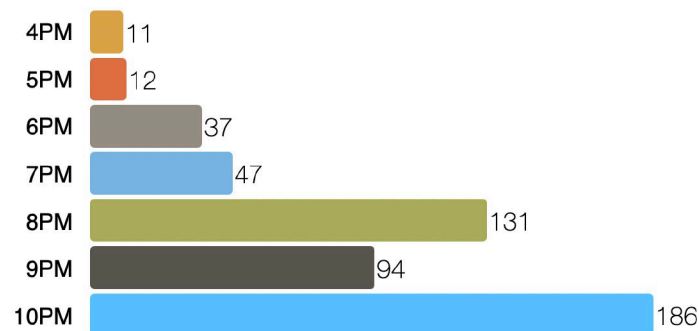
Vessel Operator Category	Morning Opening	Evening Closure
New South Harbor Tenants	6AM	8:30PM
Commercial Fishing Vessels	6AM	9PM
Charter Vessels	5:30AM	9PM
Small Boat Harbor Tenants	5:45AM	8:45PM
All vessels	5:45AM	8:30PM

Overall, Valdez vessel owners and operator would like to see the fuel dock open at 5:45 AM, and close at 8:30 PM, on average. Tenants of the New South Harbor would most prefer an opening time of 6AM. However, there is a significant range of preferences.

Survey Question: What time would you most like to see a new fuel dock in the new boat harbor open in the morning?



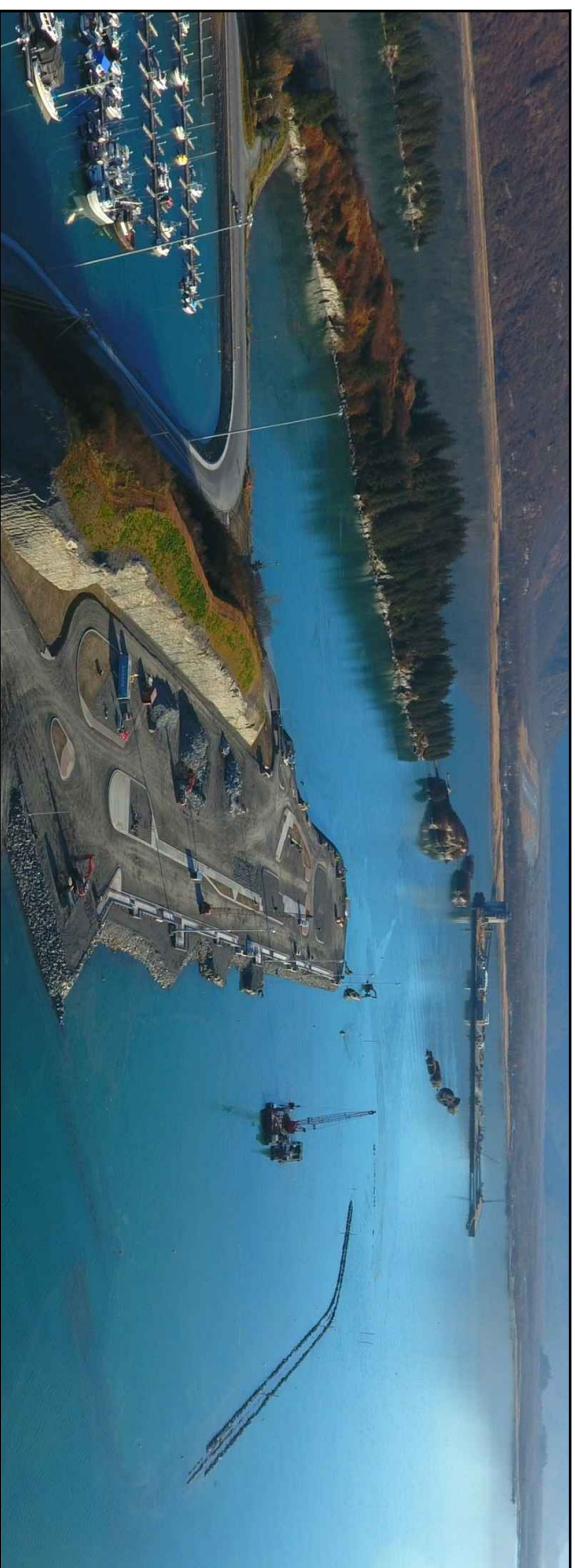
Survey Question: What time would you most like to see a new fuel dock in the new boat harbor close in the evening?



Facilities Capital Cost Estimates

City of Valdez Fuel Float Project

Base Bid Items:				Engineer's Estimate	
	Description	Quantity	Unit	Unit Price	Extended Price
Task 1	General				
1.1	Mobilization/Demobilization	1	LS	\$ 250,000	\$ 250,000
1.2	Construction Survey / Pollution Control	1	LS	\$ 40,000	\$ 40,000
	Sub Total				\$ 290,000
Task 2	Floating Dock				
2.1	Protected Species Observer	1	LS	\$ 5,000	\$ 5,000
2.2	F&I 20x 90 Fuel Float	1	LS	\$ 560,000	\$ 560,000
2.3	24" Dia x 80' long Galv Steel Piles Furnished	4	EA	\$ 16,000	\$ 64,000
2.4	24" Dia Galv Steel Piles Driven	4	EA	\$ 7,500	\$ 30,000
2.4	Extend Potable Water System	1	LS	\$ 10,000	\$ 10,000
2.6	Extend Dry Standpipe Fire Suppression System	1	LS	\$ 10,000	\$ 10,000
2.7	Lighting and Electrical	1	LS	\$ 50,000	\$ 50,000
2.8	F&I Fire Extinguisher and Cabinet	2	EA	\$ 1,500	\$ 3,000
2.9	F&I Life Ring and Cabinet	2	EA	\$ 1,500	\$ 3,000
2.1	F&I Safety Ladders	1	EA	\$ 1,500	\$ 1,500
2.11	F&I Anodes	8	EA	\$ 1,200	\$ 9,600
	Sub Total				\$ 746,100
Task 3	Civil Uplands				
3.1	Excavation and Trenching	100	CY	\$ 37	\$ 3,650
3.2	Tank Farm Rockshield and Liner	10000	SF	\$ 4	\$ 37,500
3.3	Containment and Berm Backfill	100	CY	\$ 60	\$ 6,000
3.4	Reinforced concrete strip footing for tank foundations	24	CY	\$ 350	\$ 8,400
3.5	Tank Farm Perimeter fencing, 6ft, 3 barb wire, excavation & posts	480	LF	\$ 54	\$ 25,680
3.6	8x20 Connex - Tank farm storage for spill response equipment, electrical room, etc.	1	LS	\$ 6,500	\$ 6,500
3.7	12'x12' Dock Kiosk Shelter (foundation, shell, lighting, HVAC, etc.)	144	SF	\$ 400	\$ 57,600
	Sub Total				\$ 145,330
Task 4	Mechanical / Tank Farm / Dispensing				
	28k gal Horizontal - UL 142, Double Wall - ULSD, w/ submersible pump and controls for product transfer to ULSD dispensing tank.	1	LS	\$ 112,000	\$ 112,000
4.1		1	LS	\$ 96,750	\$ 96,750
4.2	12k gal Horizontal - UL2085 Dispensing Tank - ULSD, w/ submersible pump and controls for dispensing.	1	LS	\$ 60,500	\$ 60,500
4.3	5k gal Horizontal - UL2085 Dispensing Tank - Gasoline, w/ submersible pump and controls for dispensing.	1	LS	\$ 60,500	\$ 60,500
4.4	3" ULSD Service Piping from Tanks to Dock Dispensers.	700	LF	\$ 60	\$ 42,000
4.5	1-1/2" Gasoline Service Piping from Tanks to Dock Dispensers	700	LF	\$ 45	\$ 31,500
	Gasoline Fueling Cabinet, SS Enclosure, 10gpm (low flow), with permissive, meter, card reader, filtration, electric hose reel, hose, nozzle, bonding cable, etc.	1	EA	\$ 44,100	\$ 44,100
4.6		1	EA	\$ 47,250	\$ 47,250
4.7	ULSD Fueling Cabinet, SS Enclosure, 30gpm (low flow), with permissive, meter, card reader, filtration, electric hose reel, hose, nozzle, bonding cable, etc.	1	EA	\$ 47,250	\$ 47,250
	ULSD Fueling Cabinet, Dual SS Enclosure, 80gpm and 120gpm (high flow), with permissive, meter, card reader, filtration, dual electric hose reel, dual hose, high flow nozzles, bonding cable, etc.	1	EA	\$ 62,950	\$ 62,950
4.8		1	EA	\$ 62,950	\$ 62,950
	Sub Total				\$ 497,050
Task 5	Electrical				
5.1	Power Supply to Tank Farm Pumps, MOV's, Lighting, incl. grounding system	1	LS	\$ 15,000	\$ 15,000
5.2	Medium Voltage Cable, Pull and Provision (CVEA)	650	LF	\$ 35	\$ 22,750
5.3	Main Conversion Transformer - (CVEA)	1	LS	\$ 28,125	\$ 28,125
5.6	Utility Aboveground Cabinets	1	EA	\$ 6,240	\$ 6,240
5.7	ESD and FDS to Tank Farm	1	LS	\$ 30,250	\$ 30,250
5.8	Terminal Management System (Veeder Root)	1	LS	\$ 95,000	\$ 95,000
5.9	Tank instruments and conduit routing from dock to tank farm	1	LS	\$ 58,205	\$ 58,205
5.10	New indication panel and computer equipment in control room	1	LS	\$ 15,000	\$ 15,000
5.11	Integration of signals, PLC programming and start-up	1	LS	\$ 7,500	\$ 7,500
	Sub Total				\$ 278,070
Task 6	Environmental Construction Permitting				
6.1	USACE Section 10 Permit/ESA Consultation	1	LS	\$ 20,000	\$ 20,000
6.2	Valdez Floodplain Development Permit	1	LS	\$ 10,000	\$ 10,000
6.3	EPA SPCC	1	LS	\$ 25,000	\$ 25,000
6.4	State Fire Marshall	1	LS	\$ 5,000	\$ 5,000
6.5	ADEC MSGP Coverage	1	LS	\$ 25,000	\$ 25,000
	Sub Total				\$ 85,000
Task 7	Operational Permitting Compliance (City-Managed Option Only)				
	Additional Staff (2 compliance/safety specialists)	2	EA	\$ 75,000	\$ 150,000
	Training, Drills, Program Development, etc.	1	LS	\$ 50,000	\$ 50,000
	Sub Total				\$ 200,000
	Subtotal Base Bid Items:				\$ 1,956,550
	Contingency 25%				\$ 489,138
	Construction Total				\$ 2,445,688
	Environmental Construction Permitting				\$ 85,000
	Operational Permitting Compliance				\$ 200,000
	Engineering @ 7.5%				\$ 183,427
	Construction Support @ 7.5%				\$ 183,427
	Project Total				\$ 3,097,540.63



RAIN COAST DATA FUEL FLOAT FEASIBILITY STUDY VALDEZ, ALASKA



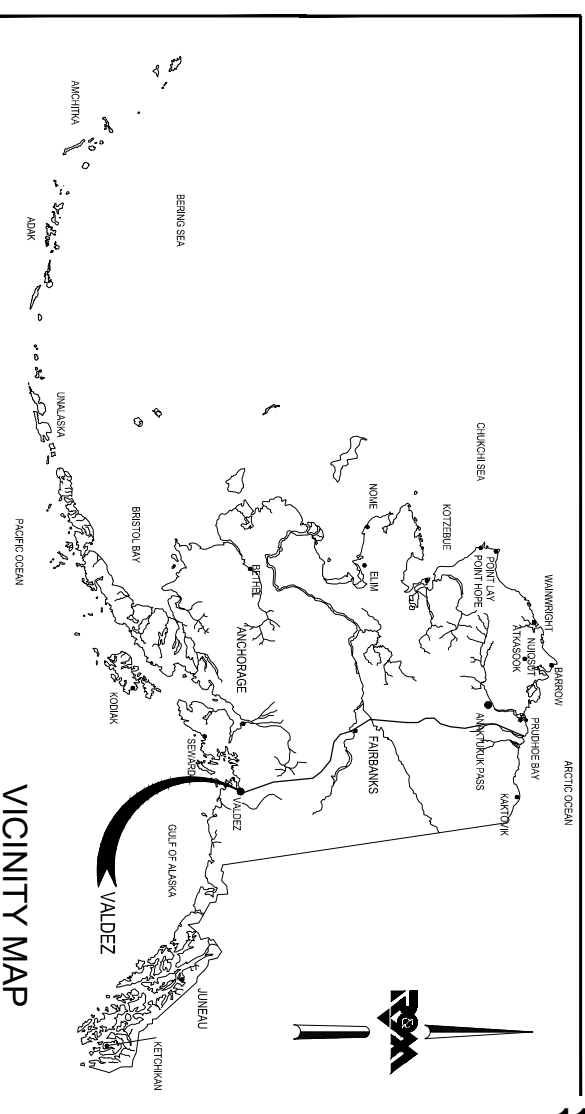
Meilani Schijvens
Director, Rain Coast Data

Designed By:

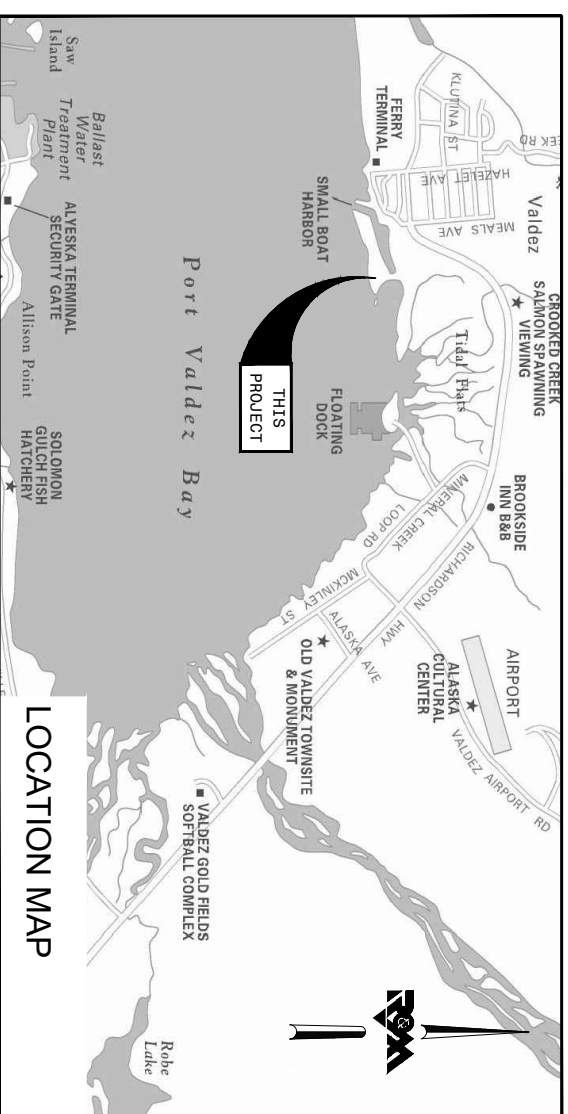


CORPORATE AUTHORIZATION NUMBER AECG111

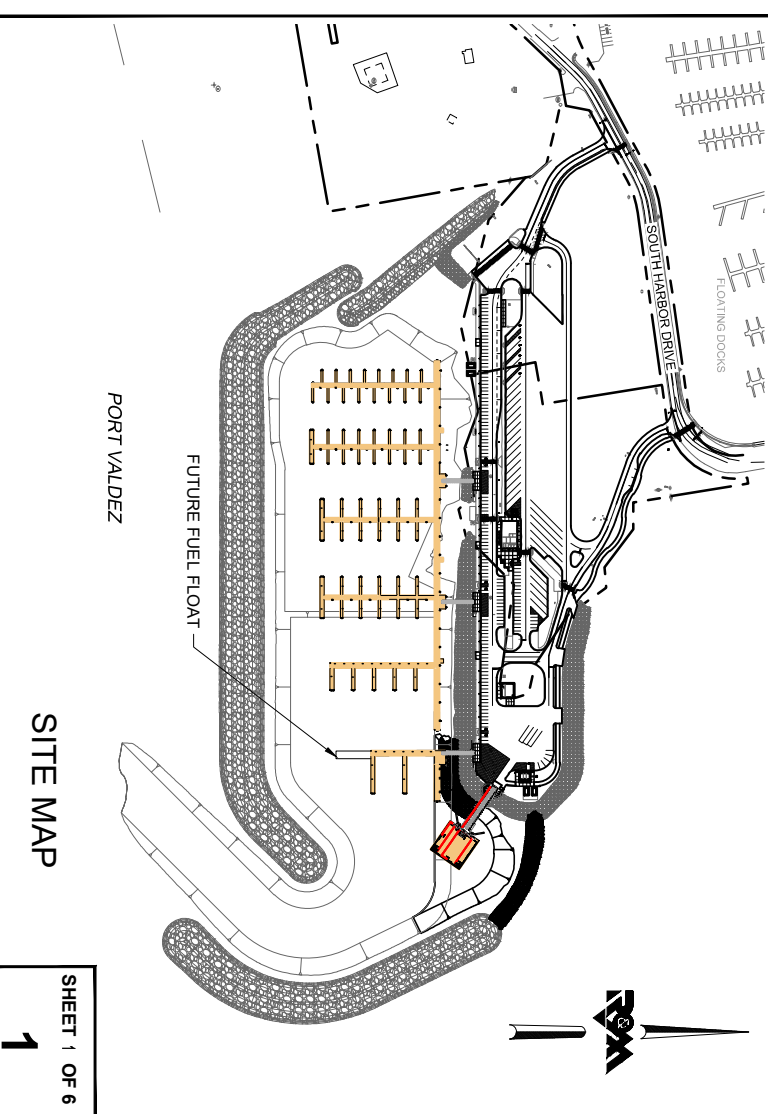
9101 Vanguard Drive
Anchorage, Alaska 99507
mconsult.com • email@mconsult.com
phone: 907.522.1707 • fax: 907.522.3403



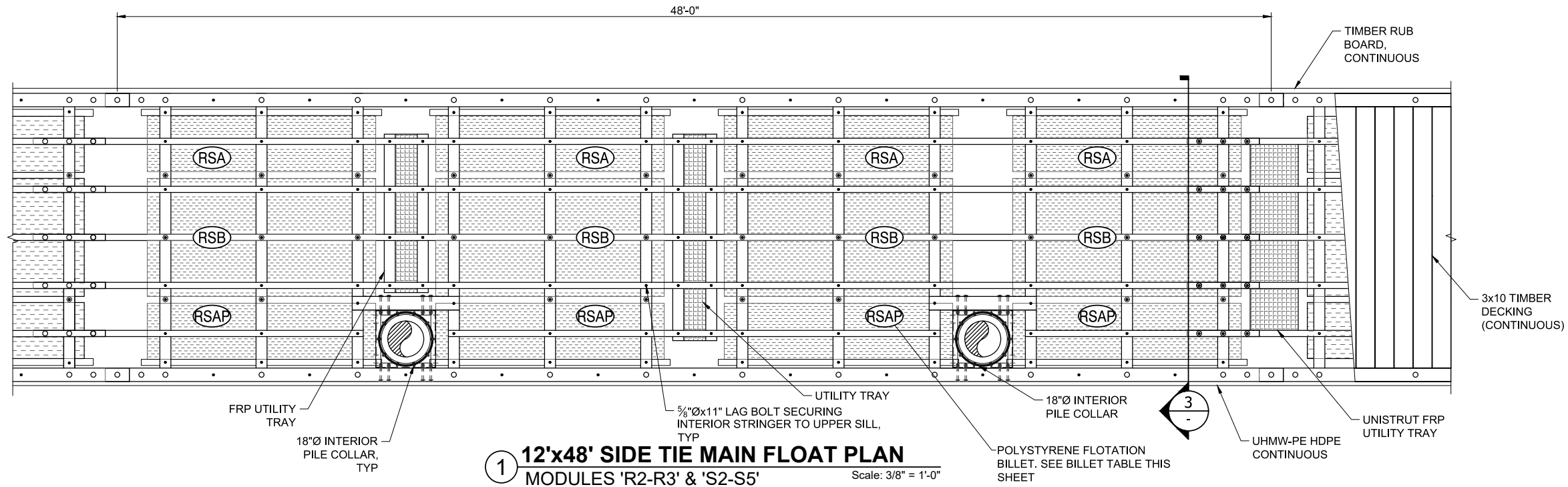
VICINITY MAP



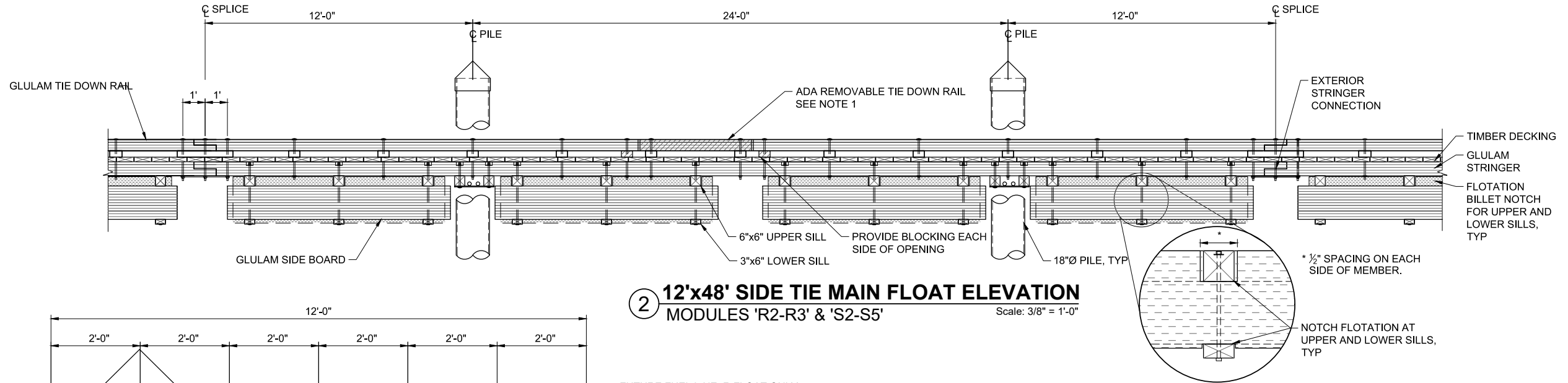
LOCATION MAP



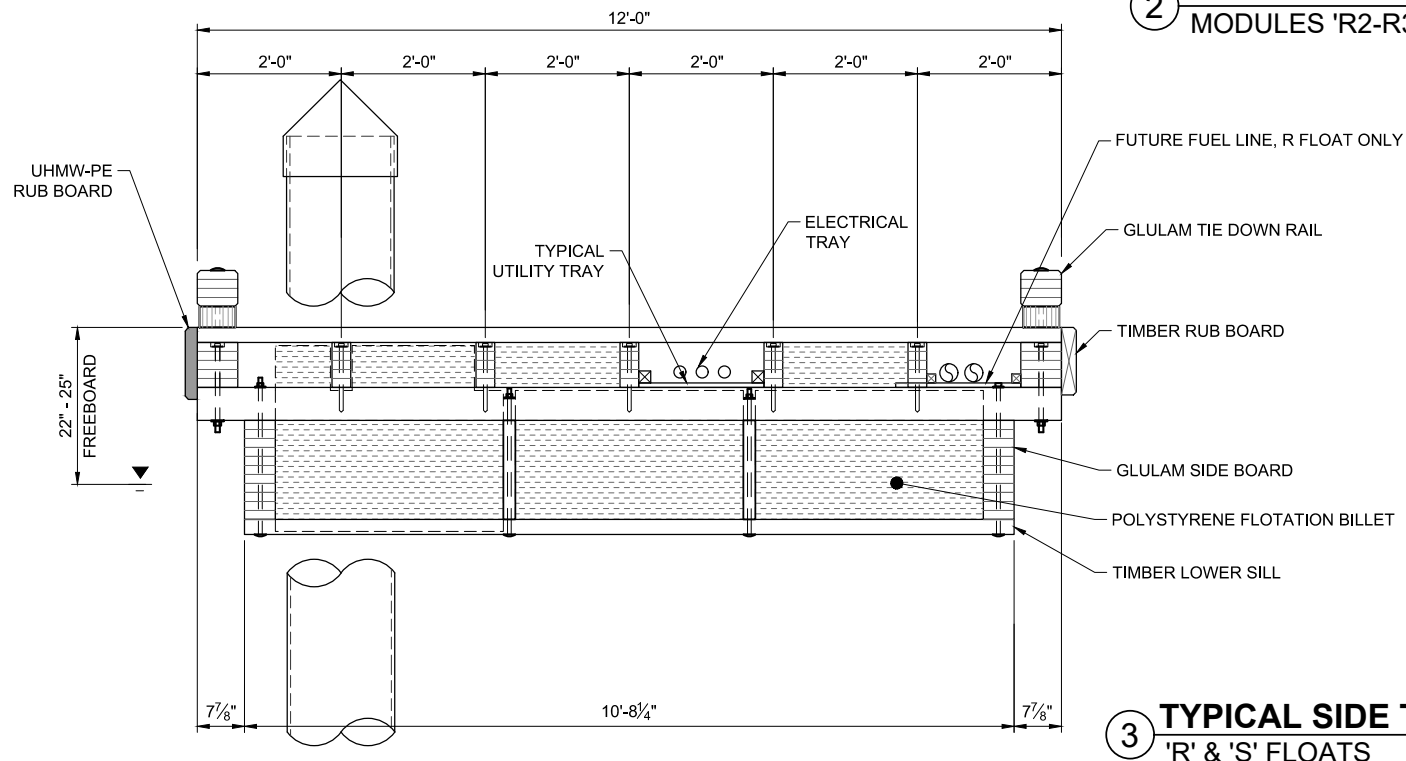
SITE MAP



1 12'x48' SIDE TIE MAIN FLOAT PLAN
MODULES 'R2-R3' & 'S2-S5'
Scale: 3/8" = 1'-0"



2 12'x48' SIDE TIE MAIN FLOAT ELEVATION
MODULES 'R2-R3' & 'S2-S5'
Scale: 3/8" = 1'-0"



3 TYPICAL SIDE TIE MAIN FLOAT SECTION
'R' & 'S' FLOATS
Scale: 3/4" = 1'-0"

NOTES:
1. FLOAT MODULES 'R2' AND 'R3' SHALL HAVE 5' MIN CLEAR REMOVABLE TIE DOWN RAIL FOR ADA ACCESS ON WEST SIDE OF FLOAT ONLY.

Z:\project\2879.01 RCD Valdez Fuel Float Feasibility Study\Civil\ACAD\2879.01 - Float Section Detail.dwg
Plotted 1/24/2021 11:17 AM by Jean Cumlat

R&M CONSULTANTS, INC.
9101 Vanguard Drive
Anchorage, Alaska 99507
rmconsult.com • email@rmconsult.com
phone: 907.522.1707 • fax: 907.522.3403
CORPORATE AUTHORIZATION NUMBER AEC111

Rain Coast Data
VALDEZ FUEL FLOAT
FEASIBILITY STUDY



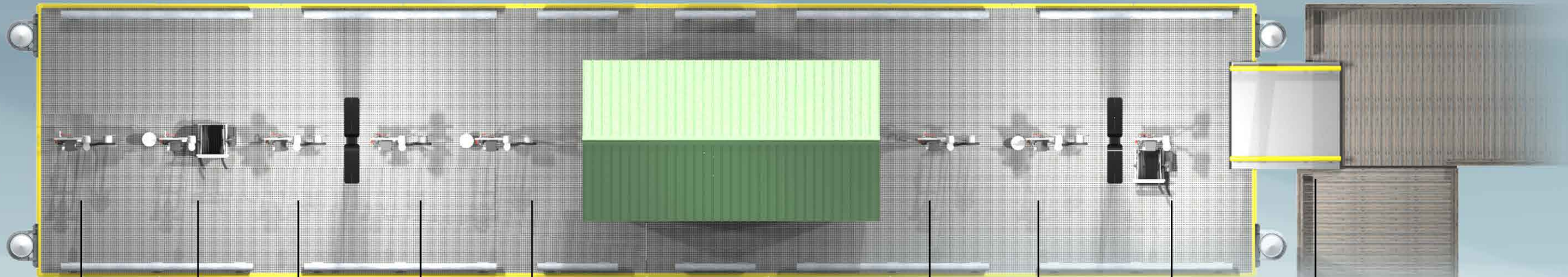
No.	Description	Date

Drawn By: JC
Checked By: JD
Date: JANUARY 25, 2021
Project: FEASIBILITY STUDY
Project No.: 2879.01
SHEET TITLE: FLOAT DETAILS



TRANSPAC
M A R I N A S

CITY OF VALDEZ
FUELING FLOAT ¹²²

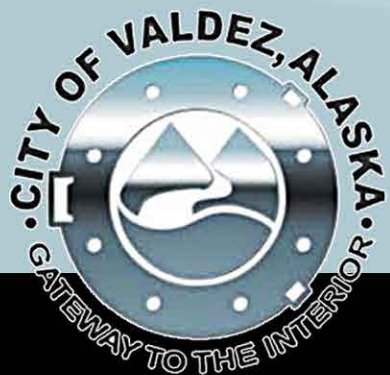


PLAN VIEW

UNLEADED GASOLINE HIGH FLOW DIESEL DIESEL UNLEADED GASOLINE HEATING OIL DIESEL UNLEADED GASOLINE HIGH FLOW DIESEL TRANSITION RAMP EXISTING FLOATS



FRONT ELEVATION



Survey Open-Ended Responses to Need for Fuel Dock

Please describe your thoughts on the need for a new fuel dock in the newly built harbor (South Basin) in Valdez

- A new dock would certainly relieve the congestion at the current dock. It gets dangerous there.
- A new fuel dock would serve the large fishing boats and allow the small boats better access to the small boat harbor fuel dock. Now a large boat takes up the whole fuel dock for a long period of time with no fuel available for a small boat.
- A fuel dock in the south basin would take the pressure off of the north basin fuel dock. Although, it is unclear as to why Crowley only operates one station in the summer when there are two available.
- A fuel dock in the south harbor would relieve some of the congestion created in the north harbor from the line up at 5:30 am of charter boats waiting for the 6 am opening. Likewise, it would get more of the tenders to the other harbor for fuel, assuming the pumps are faster. Having a tender parked at the one fuel dock that is open for 2-4 hours taking on fuel creates backlogs, lineups, congestion, and short tempers. It leads to boat trying to wedge themselves into the backside of the fuel docks just to top off before the fuel dock closes for the evening, so they don't have to do the same thing in the morning with the charter boats. Install a fuel dock in the south harbor with gas and diesel on each pump. A high flow diesel line as well and lots of larger cleats along all faces of the dock for the ability for the most efficient use of dock space for multiple boats.
- A fuel dock would be nice, but I think spending more time on finding employees to operate the current 2 fueling stations would be a bigger priority. You have a nice fuel dock that was only opened 2 times this summer. And the hours at the current fuel dock need to be changed. An additional 2 hours on each end would make the world of difference. Plus, better filters so we don't get so much water in the fuel. Till then, keep the money for something else, utilize what you already have
- A lot of guys are going to say that we NEED a fuel dock at the new harbor. This isn't the case though. It would be cool of course. But when it comes down to it, ALL of the commercial guys who buy large quantities of fuel, we either get from the processor on the grounds or when we go large quantities, we get the fuel truck. Having the fuel dock in the old harbor open at least one side with better hours would fulfill the realistic need. An entirely new fuel dock and the money that takes could be better spent in other places.
- A new dock would make fueling better if it was a place larger vessel had a place to fuel without tying up the fuel docks in the north harbor. This would help the smaller private boats get fuel. I get most of my fuel from tenders on the grounds so the ability the make fueling them more efficient would help.
- a new fuel dock is needed to take the pressure and long waits in old harbor during peak months. also need to have some other company operate it so that Crowley monopoly is over. their customer service this last couple years sucked 2 fuel docks and only 1 open most times.
- A new fuel dock on the south basin would help relieve pressure waiting to refuel especially during peak hours. In a busy fishing season large vessel refueling take a long time.
- A new fuel dock with a few amenities would be convenient for all boaters
- A new fuel dock would be beneficial for the larger vessels, but what I've noticed over the years is when the commercial fishing vessels come in they raft up to each other or crowd the fuel dock when offloading their catch. Is there any thoughts regarding moving their operations to the new dock area. Many times there wasn't much room to navigate through the rafted commercial vessels. Thanks. John
- A new fuel dock would cut down on wait time for the smaller boats and give those with the bigger boats who dock at the new docking station more room.
- A new fuel dock would relieve the congestion from commercial boats in north basin
- A new fuel station would be nice

- 2020 fuel docks were very crowded compared to previous years. Seemed to have lots of problems. Times suck. Sometimes folks got hot tempers.
- A boat launch at the new harbor is more needed than a fuel pump. A parking lot with excessive trailer parking with no launch doesn't make sense.
- A company other than Crowley that would sell fuel after hours consistently with a call out
- A very Important aspect to a new fuel Dock is a place for disposing of waste oil the way it is right now is very time consuming and can be a huge mess many times the waste oil at the harbor has been full which has people just leaving full buckets as it is now you have to load into buckets load into a truck and drive to boat basin. Sometimes we don't have a truck to use and end up with many buckets on boat creating spill and safety hazard. A new fuel dock there would be very useful getting fuel by truck at the city dock can be very time consuming and having to be dockside you are dependent on other boats moving the shuffle can be very hard especially when wind is blowing. Getting fuel in the main Harbor is next to impossible sometimes when lots of charter and sports boats. Lined up makes for an unsafe congestion of boats waiting in the navigation channel. And waiting for the North Pacific Dock to open up from barge deliveries takes days sometimes a barge unloads and there are many boats waiting for fuel that sometimes takes 3 -4 hrs for one boat if they are getting a big amount of fuel. Another fuel dock in Valdez would help very much the way it is now can be very inconvenient especially when more than a few boats need fuel. The Salmon Tenders need to be able to get fuel regularly and when there are Fisheries Openers we need to be able to get fuel after an offload and proceed to fishing's grounds ASAP. Thank You John Bratland F/V Pacific Harvester Silver Bay Seafoods
- access to the fuel dock is a real goat rope with all the big commercial fishing boats plugging up the harbor during fishing season What we really need is better access to pump out facilities and more pump outs.
- Access to the fuel dock is very limited when the fishing fleet in operating sometimes when the tenders are fueling the wait for fuel can be very long
- Accessibility during morning rush.
- Additional fuel dock Desperately needed. We have Increased number of vessels needing fuel Services. Having additional fuel dock in South harbor will reduce congestion in North harbor where navigation is already congested. We would buy snacks, coffee, oil etc. at both locations even if we don't need fuel.
- Additional pumps with extended hours would reduce congestion at the existing pumps. Would be great to extend hours so boats coming in could fill up before heading into slips so we could roll without getting gas in the AM
- All good if it happens.
- Another company to get competition
- Another fuel dock in the new harbor is greatly needed. It is always a wait to get fuel in the old harbor and rarely are both fuel docks open
- Another place to get away from the charters so everyone can have a good experience
- As a company that operates in the North Basin and see frequent times when large tenders or pleasure boats are waiting their turn, I think a dock in the South Basin would absorb the load, especially if a boat launch is constructed at the South Basin.
- As a family recreation boater who operates exclusively out of the old harbor, I see the need for a new fuel dock as a way to eliminate congestion from the larger vessels. However, the secondary Crowley dock wasn't open at all in 2020 and is hit-or-miss on normal years it seems. Overall, my recommendation would be Option 1: keep the two in the North harbor and a new fuel station to South Option 2: close one of the two in North and add a new station to South
- As an occupier of the North Dock, I am not much affected by changes in the South Dock, and my opinions should count for little.
- as described above there are many times when I cannot get fuel because either there are large commercial vessels taking on fuel or there is only one fuel dock open and there are too many other boats waiting in line. there is not enough room in that part of the old harbor to float around and wait especially when its windy. there have been many times when we have had to try again the next day or week to get fuel.

- At minimum, if Valdez doesn't move forward with a fuel dock in the new harbor, both fuel docks in the old harbor should be open. A fuel option in the new harbor, however, is a great idea!
- Be beneficial in summer months, at times north harbor is busy, I just a visitor, and last summer was slow, but very enjoyable harbor for me. Thanks
- Because I'm in the North basin I would never use it.
- Being a bigger boat, we have to get in and tie up most of the dock. I just bought the boat at the last month of summer last year. It would reduce the traffic into the harbor and be better access to fuel for us. Commercial and Recreational vessels.
- Better access Old harbor hard to access with all the tenders and fish boats
- Big commercial boats are the problem, causing delay for the recreational users
- Boat traffic gets pretty heavy with people coming from the new harbor to fuel. Afraid sooner or later it can be a collision problem.
- Build it
- Commercial vessels take the longest to refuel, so it would be great to have them fuel elsewhere
- Congestion around the fuel dock with tenders in the old harbor causes difficulty during the summer months
- Consider risk reduction of less vessel traffic in old harbor, congested area in main channel.
- Convenience when departing
- convenience, as time goes on it get busier
- Creates congestion in the old harbor for us in the south harbor to obtain fuel while cannery operations are going on and small boats in & out of the old harbor. Significant travel time & wait time to obtain fuel in the old harbor
- Crowley hours suck- longer hours or both fuel docks open would help. harbor fuel monopoly, no reason for them to get better or improve customer service. A new fuel source would/could improve overall Valdez experience for boaters.
- Crowley is a monopoly
- Current docks seem to be adequate except holiday periods. Thank for good service.
- Current fueling situation is congested and problematic. It's an accident waiting to happen.
- Decreasing traffic in the north harbor by adding a south harbor fueling station would be desirable (for safety reasons among others) during summer months.
- Definitely need another fuel dock gets too busy in the summer and too much traffic around the existing fuel dock. Be nice if commercial boats had their own area and charter / private boats had their own.
- Definitely a need to provide facility for larger vessels. Big prob this last summer with only one fuel dock open. I fuel up 100-120 times over the summer and wait time a problem for commercial operation At least require both docks to be open.
- Demand in Valdez won't change with a new fuel dock
- demand is high. Wait times are terrible at peak hours and unbearable when a commercial boat is taking on fuel.
- Doesn't apply to me on a side note. It's interesting you remember me for a survey, but I have to fill out all your forms every fucking year.
- Don't have an opinion
- Don't need it at all. Waste of money and resources.
- Don't care one way or the other everything's working fine now though
- Don't know
- Due to the commercial boats, we need another fueling station in the South Harbor. In the "heat" of the fishing season larger commercial boats and sport fishing boats are "jammed" up waiting to fuel up. Many boats might choose to be in the South Harbor is fuel was available.
- Ease congestion in N Harbor.
- Easier access for boats
- Easier to fuel up. No going to another harbor, which is crowded and hard to turn around in.
- Easier to get to and less congested.
- Especially during seiner season, it would cut down on congestion in the north Harbor and make it safer.

- Excellent idea!
- Fewer boats waiting is a big plus for two locations.
- Fish processor boats take a long time to fuel and ties up the fuel dock.
- For boats docked in the South Basin it is necessary.
- Fuel dock in the south basin would be great need to consider a new launch at the south basin.
- Fuel dock is necessary to lessen the congestion in the small boat harbor during busy months
- Fueling last summer was horrible. Only one side open and large tenders blocked it for hours
- Get the larger boats that take long periods for fueling out of small boat harbor
- Given the congestion in the old harbor, and what can be extensive fueling times for large commercial vessels creating long waits, having a fuel dock in the south harbor would be appreciated. There is also the inconvenience of having to waste time transiting between the two harbors to fuel. That said, I don't think this is a service the city should provide. Leave it to private enterprise.
- Good expansion
- Good idea
- Good idea
- good idea
- good idea
- good idea to get away from the boat traffic.
- Great idea, if the old harbor had a wait, I would go to the new harbor to fuel up.
- Great idea!
- Great idea. It would be nice to separate the commercial guys from the non-commercial
- Great news
- Greatly appreciated
- Have been going to Whittier more and Valdez less.
- have no opinion
- Have not really thought about it
- Having a convenient place to fill at the dock is important
- Having a fuel dock in the south harbor would relieve some pressure and if the hours were better and they had food and bait
- Having another fuel dock would take pressure and congestion off the North Harbor
- Highly encourage having a new fuel dock
- Hopefully it will make fueling at the N harbor better too
- Hopefully it would take the large commercial ships now using and traveling through the Old Harbor for fuel and then docking at the new harbor.
- Hopefully the seiners who are berthed there would use the new fuel dock, allowing the rest of us to use the old fuel docks.
- I am a captain at Stan Stephens so not only do I have to fill our boats, but I have a front row seat to the north basin fuel docks from my office. We typically get fueled right in our slip, which helps avoid congestion at the fuel docks. However, Crowley has opened both docks less each year and we do have to move to fuel occasionally. It is very difficult to hold a large vessel "in line" to get fuel in the small area provided in the north basin. Also, the current fuel docks are undersized for our boats. The same is true for fishing tenders. It is quite common to witness a recreational boat have a near miss with a tender in the summer. I feel if Crowley would open both docks and staff them accordingly, the situation could be much improved, to the point of not needing a south basin fuel dock. My only suggestion if a new fuel dock moves forward is please make it long enough for large vessels.
- I am certain that there is a need for one in the new harbor.
- I am currently on the slip wait list, so when I dock in Valdez, I have been utilizing a transient slip. Up until this point I have only been docked in the North Basin, so for now it has been easiest and most convenient to use the services there. I based all of my inputs upon my use previous use of the harbor. If I were slipped in the South Basin, I would most likely be more of a proponent of a servicing station over there.

- I am not 100% sure because I am only there a couple of times a year. I have had mixed experiences with waiting for fuel. I know there is a lot of boat traffic in the summer and another fuel dock would be helpful to relieve the north harbor fuel dock.
- I believe a new fuel dock would cut down 50% of the current wait times. There is also ample opportunity to increase sales through the offering of other commodore I have already listed in a previous question. This would lead to not only more visits to the fuel dock but also increase revenue for whomever was operating the dock.
- I believe another fuel dock would be a great addition, if it were open.
- I believe it is mandatory to have a full time or part-time operating new fuel dock. Recommend having self-service fueling and pay by inserting credit/debit card into fuel pump unit - would mean no employees would have to be hired.
- I believe it would help with the congestion that occurs in the north basin
- I believe it's needed due to over congestion I've been seeing in the old harbor
- I believe that it would be more convenient and take away from the entrance traffic in south harbor. Lot of boats in the am and pm south harbor
- I believe the people who have a slip in the new harbor deserve their own fuel dock, and this would also decrease stress on the old harbor fuel stations.
- I come up in the summer to seine salmon. I purchase fuel usually from Crowley's dock or get it pumped to me off tenders as most tenders provide fuel to the fleet. I think, speaking for myself and likely others in my position, most of us get fuel in this manner because it is the cheapest way of doing it. We burn a lot in the summer so the price per gallon is the most important factor. Convenience is up there too but, with the gallonage that most of us can take at once, price and volume discounts are the most important factor. Looking at how things would pencil out in this project I wouldn't think that many of the "big boat" commercial fleet would utilize the new facility if there were other, cheaper, options available.
- I do not see a need at this time. If two fuel docks currently operate in the old harbor are fully staff the need is little.
- I don't think there is a terrible need, although it would be nice for the vessels berthed there in the summer. Is it worth the expense for 4 months of the year.
- I don't like the old harbor, it's too crowded and waiting to get fuel is definitely something we don't look forward to
- I feel it would fill a void and maybe limit some traffic in north harbor fuel dock. The number one problem thou is there is two fuel docks in north harbor but only one was open in 2020. These should not be owned by same company if there only going to have one open.
- I feel it would help decongest the present dock however I don't go to Valdez enough to give a valid response.
- I feel like it is very important to have a fuel dock in the south basin. The congestion and wait and potential accidents that occur in the old boat Harbor is getting to the point of ridiculous. It's bad image for the city of Valdez to have built a harbor capable of taking large vessels that have large fuel tanks and expanding all the commercial vessel's that have extremely long large fuel systems to not have separate fuel tanks I could go on and on but I wore at this time I strongly recommend we get fuel services in the Valdez Harbor
- I feel there is a huge need for a fuel dock in the new harbor. The boats from the new harbor have to still use the current fuel docks which creates extra traffic and wait times which defeats the purpose of building a new harbor. The fact that the new harbor does not have a fuel dock is quite silly.
- I feel there is a need during the fishing season. There was one in the original plans and I feel if us needed
- I have a small boat so I probably would not use the other new fuel very much
- I have always found the fuel dock in Valdez to be efficient and staffed with pleasant people. The need for a second fuel dock would be predicated on how many boats were moored in the harbors.
- I have friends with boats in the new harbor and it is difficult for them to access the old harbor fuel area. Additionally, most of the boats in the new harbor are larger vessels and when they do fuel in the old harbor it takes time for them to turn around which increases time for everyone. A new fuel

dock would reduce larger vessel traffic and improve fuel dock access time for us in the north basin.

- I have not seen plans for transient slips and can't comment
- I know last summer may have been affected by covid, but we heard the owners responsible for hiring were reluctant to man the pumps. The lines & wait were so ridiculous! If we didn't hit the pumps at the right time the wait was as long as an hour. And it's HORRID that the huge commercial boats share the only pumps in Valdez! They take 4ever to fill. I'm surprised fights don't break out on the dock, there was especially a lot of hot tempers last summer. The need for a new fuel dock is vital. You have charters, commercial & pleasure boats all vying for just a couple of pumps!!!!
- I love the idea.
- I only use the North harbor but if a new fuel dock would take away some of the traffic at the current fuel dock then that would be great. I also would like to see both the fuel docks open in the North harbor.
- I really don't count only getting fuel once a year
- I really think a new boat launch would be better
- I see a great need for the new Fuel Dock to get the larger vessels serviced so other craft don't have to idle around waiting, obstructing traffic into and out of the harbor. Some of the big fishing vessels and tenders can tie up the fuel dock for a long time.
- I think it would add value to the new harbor
- I think it would be an asset for the boats docked in the new harbor but I will probably use the North stations
- I think it would be beneficial to the vessels in the new harbor
- I think it would be convenient and keep traffic from coming into the north harbor. I'm not sure about cost v convenience.
- I think it would be convenient to have an alternative fuel dock because often in the early morning there are multiple vessels waiting to purchase fuel. If one was available, I would use an alternative site. But this problem could be easily fixed if both stations in the north harbor were open regularly.
- I think it would be more convenient for all boat users to have fuel docks in both harbors
- I think it would be very helpful for us during the salmon seine season especially if we're open to fishing every day. We don't get done till late and there is then often a very long line. I also try to use that new harbor mostly and it would be nice to get fuel there. Nice to have an oil dump there as well.
- I think it would help unclutter the fuel dock chaos. Especially with the commercial boats
- I think it would make sense and greatly reduced queue time for fuel
- I think it's a good idea
- I think that a boat lift that kept up with the increase in local vessel size. Would be better spent money. For the short time that the majority of fuel is sold why waste money on more infrastructure that sits around for long periods.
- I think that most of the year it would be more of a convenience but during the commercial pink season it's a pretty long wait sometimes and can be very tight in front of the fuel docks, if two tenders are passing and people pulling into the fuel docks as well as people coming in and out of slips it can be a real shit show in there at times.
- I think this is a great idea. The small boat harbor is congested, forming long lines and creating unnecessary hazards.
- I thought there was supposed to be a fuel dock and a boat launch ramp in the new harbor anyway, so this is a no brainer to me.
- I travel there infrequently.
- I would ask Crowley or another fuel provider what they wanted to do.
- I would be worried that the commercial boats would dominate the dock causing huge wait times
- I would like to see it accommodate primarily larger boats and seiners. With capacity to handle Charters in the morning hours.

- I would likely not use a South Basin fuel dock, but it would alleviate a lot of pressure on the North Basin dock. Especially important in mornings (7-8am) and afternoons (6-7pm) as these are busy charter and rec hours through fishing season. As much of a priority ought to be having BOTH fuel docks in North basin open through fishing season. Some wait times last season due to only 1 dock being open were over 30 minutes.
- I would love it! so much of a pain to go into the busy other fuel area
- I would love to have a fuel dock in the new harbor for convenience
- I would love to see one to keep the big boat down
- I would probably only use it if north basin was too busy. The coast guard would probably use it a lot in the winter if they didn't charge a call out fee like Crowley does...
- I would use the new harbor fuel dock on a regular basis if slips were available for transient boaters.
- I wouldn't use it much. Better for the commercial guys- who ought to pay for it.
- I'll have to see this south basin 1st.
- I'm happy with using the small boat harbor and services within the small boat harbor
- I'm sure it's a bigger hassle for boats to move into another harbor to get fuel. The traffic in and out of the old harbor gets really congested near the fuel docks. It was really bad when there was only 1 fuel dock open, seems like it was most of 2020 summer. Bigger vessels have a harder time dealing with traffic and getting in and out of the fuel dock, increased risk of collision with other vessels and other vessels have a higher risk of hitting another vessel that is trying to avoid the large vessel.
- I'm new to the harbor and have not experienced a true summer with the current pandemic impacting the harbor so I might have different answers depending
- I'm not usually there but the I sure charter vessels would like an additional fuel dock for they probably need to fuel daily during charter season!
- I've never had my boat in there yet but I think it would help reduce the boat traffic in the north harbor if the boats in the south had a place to fuel.
- If a fuel dock was built in the new harbor it would prevent people from bringing fuel tanks to fill up their boats and possibly cause spillage which could harm the marine life. It would benefit the boat owners to have the ability to get out on the water instead of having to go around and possibly cause the harbor to be overwhelmed with boat traffic because of needing fuel.
- If a new fuel dock in the south basin would alleviate the pressure from the north basin fuel dock then it would be a benefit to all.
- If both stations in the old harbor were open at the same time with extended hours there would be no need for one in the new harbor
- If hours of operation were increased and a store with deli or food items, ice and bait were available, I'd use it exclusively.
- If it provides bait, ice, fuel, oil and other sundries it would be a highly advantageous due to the depleted resources in town
- If my vessel was located in that harbor, I would want a fuel dock there as well. Also, the north harbors fuel dock hours are not feasible for my schedule so I would use a fuel dock with better hours. I work until 6 and the fuel dock was constantly closed this summer forcing me to fuel from Captain Joe's using 5-gallon cans or pulling my boat, what a pain!
- If prices compare to what you could find on shore for food items, coffee, ice, and fuel, it's a good idea.
- If the City decides not to build a new fuel dock, then build a boat ramp in the new harbor. There should have been one in the first place. It is unbelievable the amount of visitors during the summer using the one ramp. That is another serious issue. I recall seeing a ramp in the new harbor in an early plan. What happened? On another note, if the City decides to NOT build another fuel dock, then the two fuel docks need to be open together. So frustrating that only one fuel dock was open last summer. Constantly shifting from neutral, forward, and reverse in the middle of the lane while waiting for fuel. Somebody needs to correct these issues. Especially when a commercial vessel is taking up the whole dock for an hour to fuel up. This is a management issue that is mismanaged.
- If the hours of operation were more accommodating, I'd use it 100% of the time.

- If the hours were longer at the south dock, and both sides were open more than you might not need one. But if you only had one fuel dock in each harbor that could work well.
- If there is a fuel dock at the new harbor. Then the boats that tie up there wouldn't have to come back into the old harbor for fuel. In the summer with the fish tenders that are also taken up space. I believe there should be another fueling spot
- If there is small boat mooring, and I am moored there I would use the fuel dock
- If they cannot manage the fuel dock in the North harbor how will they manage a new one?
- If you docked in the new harbor would be way more convenient if you didn't have to go to the other side to fuel up
- If you expand to accommodate congestion during peak summer use. How would this reduce congestion in the small boat harbor if all boats recreational and commercial from both harbors are forced to enter and exit from one fuel location. Of course, all decisions have to be based on current and future demand.
- In the busy season it would be more convenient and safer to have another fuel source. In the busy season congestion is an issue.
- In the summertime it would service larger vessels a little better.
- Isn't the new harbor east? Yes, a fuel dock would be great in the new harbor
- It all depends on if both fuel docks in the north basin are open. I'm sure a new fuel dock in the new harbor would be utilized by the commercial boats and make gassing up quicker in the old harbor.
- It doesn't matter how many fuel docks you have in our marine environment if they are seldom open. Many others boat year and I around and Crowley has held us in contempt, meaning they are never hardly open past a certain date and were not open past 6pm this last summer. This is unacceptable! We are having to go further than ever before to find fish and getting back before 6pm proves near impossible to do with our limit of fish, fuel docks should be open till 10pm at a minimum. Many others and I are completely fed up with Crowley!!! Before creating a new fuel source, please fix the 2 that are in place now.
- It gets very tight and stressful in the small boat harbor when there is a line for gas especially when only on station is open. It creates a bit of an unsafe situation to boats.
- It is a bit inconvenient to have to go to the old harbor to get fuel if you are staying in the new harbor, although I prefer the old harbor because I don't have a car
- It is a narrow transit lane when leaving the harbor and some days I forego fueling due to heavy traffic and wait times. I also would suggest getting another boat ramp up and running in the new harbor in addition to a new fuel dock.
- It is needed
- It is not necessary for my use but would be a welcome addition to the harbor.
- It is probably dependent on how much the commercial ships need a larger newer fuel dock. We smaller vessels in the old harbor port probably wouldn't have to wait as long or as many times to get our fuel if the larger ships were utilizing the newer fuel docks.
- It is really inconvenient having a boat in the new harbor and having to get gas in the old harbor. It's a big mess. And I dislike it very much
- It is really needed for the fishing boats are in
- It is so needed and will help with the congestion in the North Harbor!
- It might not be realistic for north harbor users to go over there but it seems like an enormous need for the south harbor users. That's a hassle to come into the north harbor to get fuel and have to maneuver into the fuel dock. It seems like it would be crazy town during silver season.
- It might relieve some of the traffic or congestion in the north basin.
- IT MUST SERVICE THE COMMERCIAL FISHING FLEET. THERE ARE NOW PROBLEMS WITH RECREATIONAL OPERATORS AND COMMERCIAL CAPTAINS! IT IS GOING TO ESCALATE!!!
- It needs to be manned unlike the current fuel docks.
- It only makes sense that the over the top (in the millions) new boat harbor would have a fuel dock. The current fuel dock situation is pathetic to say the least and very out of date. For the business that is generated in the harbor and the outlandish prices that are charged to have a slip you would

think you would have much more conveniences, but nope. Very lame, outdated and poor customer service.

- It services the fishing fleet and allows smaller crafts to easily fuel.
- It should provide for easier & better access to the fuel dock in the North harbor because commercial boats & other large boats would be more likely to fill up there.
- It sounds like a good idea - that way boats in the South Basin can get their fuel there, and North Basin boats can fuel there. It should help dramatically with congestion! Thank you!
- It was be very convenient, and save lots of time
- It will be handy as the old harbor is so congested
- It would be much better and safer to have a new fuel station. Currently it is neither safe or convenient.
- It would be a big asset
- It would be a good idea to relieve congestion in the old harbor.
- It would be a nice feature
- It would be a nice feature but I wouldn't want stall rates to go up in order to have it
- It would be an excellent addition to the harbor system as a whole, in peak season the lines for fuel can get overwhelming and being able to split the waiting times to fuel up would have a great impact. North harbor wouldn't have to always go to south but the option to use either would be there for both harbors.
- It would be convenient
- It would be great to get a high flow pump for commercial vessels in the new harbor. Would possibly free up a lot of fuel dock time for sport vessels in the new harbor. Also it is inconvenient to have to go into the new harbor just for fuel.
- It would be great to have additional fueling capacity regardless of how you locate it.
- It would be great. we would avoid traffic entering the old harbor.
- It would be much more convenient for the boats that moor at the new dock. Would also help all of us at the old harbor, during commercial fishing season, when those fishing boats tie up the fueling dock in the old harbor season
- It would be nice if the commercial and big boats used it so they would not have the north basin fuel docks jammed up. I have found I needed to gas up at late or odd hours to avoid long lines due to big boats taking sometimes over an hour to gas up.
- It would be nice to have a choice and be able to get fuel when we needed it
- It would be nice to have a fuel dock in the new harbor for the bigger boats and fishing vessels to fuel and not plug up the old harbor fuel docks. We have waited upwards of 45 minutes for fuel on several occasions.
- it would be nice to have fuel at both harbors.
- It would be nice to have fuel there and move all the larger boats out of old small boat harbor and into new one, put more smaller slips in old harbor.
- It would be very nice.
- It would cut down wait time and congestion at the previous harbor!! It's got to be irritating to the commercial boats that have to maneuver around and wait on pleasure crafts like myself!!
- It would eliminate the larger tenders, seiners taking hours.
- It would eliminate the congestion at the current fuel pumps
- It would eliminate the congestion in the old harbor. The commercial fleet located in the new harbor would benefit greatly. Less time wasted in line.
- It would free up the fuel dock in the old harbor and cut down on traffic in the old harbor
- It would free up the fuel docks in old harbor from big boats if they were instructed to use new fuel dock.
- It would free up the north fuel dock and make it feasible for big boats to use the new harbor
- it would help big boats stay out of small boat harbor
- It would help relieve old fuel dock load times
- It would help the people at the old docs get fuel faster and make it so the people in the new dock area does not have to come to the older fuel stations
- It would lessen the congestion of commercial fishing boats coming into the north basin to get fuel.

- It would make getting out a lot less stressful, having the option to possibly schedule a fuel up in the winter would be huge. Waiting in line for fuel sucks!
- It would make it more convenient!
- It would relieve some of the congestion at the fuel docks in the north basin
- It would relieve the pressure on the fuel dock in old harbor especially when the old harbor fuel docks are running on restricted hours.
- It would relieve waiting for the bigger boats to get fueled as they take a long time sometimes
- It would show Valdez guests that you appreciate their patronage! You are already the most user-friendly port!
- It would take pressure off of the fuel docks in the old harbor during the busy season.
- It's frustrating to have to go to the old harbor to get fuel. There's always so much boat traffic in and out of there and the long lines waiting to get fuel at the "almost never open and operating" Crowley docks is angering. Also, if we're planning a long trip and want to get fuel ahead of time, we burn quite a bit of fuel wastefully traveling to the old harbor and back to the new.
- It's a real need to have commercial vessels fuel in the south to help with the flow of both harbors
- It's badly needed for the commercial boats
- It's needed to accommodate all the large fishing vessels, so they don't come over to the north basin to fill up.
- It's a good idea, especially for the comm. boats. Frees up north harbor for rec. boats to fuel there.
- Keep it open super late, like midnight during the Valdez salmon seining run. It is really needed
- Last year there were allot of boats backed up on a regular basis waiting for fuel. It's not the wait time that's was irritating it's the safety of having 5 to 10 boats especially when fishing boats are in to not bump into each. Especially when boats are coming in and out and not getting fuel. With a fuel dock over at the new harbor it would decrease the safety hazard and increase fuel time by not having so many boats backed up. Plus, those of us in the new harbor would really appreciate not going out and around every time we have to fuel up. It didn't help much last year that the 2nd fuel dock in the old harbor was never open.
- Last year we had to wait almost every time due to the increase in number of boats. A new fuel station should be able to reduce or eliminate the wait. It was a hassle to enter the old harbor just to refuel never. Plus, one time the weather kicked up and it became real bad getting back to the new harbor.
- Less confusion and wait time. Very crowded and unsafe
- Less congestion especially when the Commercial tenders are unloading and loading
- less traffic
- Long wait times and traffic jams in harbor
- Maximized usage for commercial boating...
- Mixed
- Moderately important
- More boats added to fill will definitely slow the filling process at the north basin
- more boats need more support to keep congestion down
- More convenient for the boats in the south
- More of a convenience not having to fight and wait in the small harbor when you have a slip in the new harbor
- more places to fuel are better, service of food coffee ice would greatly improve service to the customers
- Most fishing vessels get fuel from tenders in the summer Not necessary
- Most of last summer only one side was open, and a tender or other large vessel could shut the fuel dock down for long periods of time. There needs to other options for fueling.
- Mostly commercial guy in south harbor and they don't fuel up many times a year If Crowley was more diligent about running the two docks, they have it would alleviate most of the congestion. MY suggestion is to give one of the Crowley docks to north Pacific and let private enterprise sort it out
- Much less congestion in the North Harbor if the large boats in the South Harbor did not have to fuel in the North Harbor.

- Much needed and would bring more business to Valdez.
- My main concern is to have the commercial and other big boats access to a South Basin fuel dock. In the summer, mainly when I am there, those big seiners in particular come over to the small boat harbor to fuel, and sometimes it can be hours before we can get fuel for our private boat. In addition, they are pushy and rude, along with their tenders, and act as if they are of utmost importance, don't comply with wake rules, and create agitation and unrest. There should be a fuel dock in the new harbor.
- My understanding was that it would be for commercial vessels. A place for them to get fuel would reduce pressure in the old harbor.
- Necessary
- Need
- Need
- need a fuel dock
- Need it
- Need more fuel docks no matter where they are even to have both open in the old harbor they never are.
- Need to get the commercial fisherman away from fueling in the north basin. They take up the entire dock and tie it up for 30 to 45 min at a time.
- Need to move all of the commercial fishing boats to the new harbor then and only then think about spending the money for another fuel dock.
- Need two competing vendors!
- Needed
- Needed
- Needed
- Needed for larger boats in the new boat area and prevent back up in the small boat harbor
- Needed yet location would be nice to know to help with an informed decision
- Needed. Keep the commercial boats out of North Harbor
- Needs to be built to service boats including fishing vessels to keep traffic clear in old marina
- Needs to be done to alleviate congestion in the old harbor. This will keep the larger boats out of the old harbor and help with boat flow overall.
- neutral
- New fuel dock in South Basin would improve access to existing fuel docks in North Basin. New fuel dock in South Basin could add services (e.g., bait, tackle, ice, etc.) if included during construction.
- New harbor fuel dock would ease the heavy traffic at the old harbor fuel dock.
- New harbor, new dock. If you're going to double the size don't you need more fueling areas?
- Nice
- Nice to have but not necessary.
- None
- North basin is congested A.F., a fueling location in the south basin would be nice however if this comes with increased moorage fees than I would say "hell no"
- north basin is not open enough (as it is) and larger vessels using the new dock would minimize the wait time
- north side lines are long.
- Not a bad idea, but why not just have both fuel stations in the small harbor open???
- Not a high priority for me as I use the Valdez Harbor just a few times a year however, I could certainly understand there is a need if expressed by more frequent users of the harbor.
- not a high priority given funds can be used for social welfare for the needy and poor.
- Not an issue
- Not desperate, but would be nice
- Not important for my recreational vessel
- not important to me unless switch to south harbor
- Not much of an issue, but!

- Not necessary
- Not needed at this time
- Not only would a new fuel dock service south basin, but it would also alleviate a lot of congestion in north basin. Boats waiting for fuel in north basin can sometimes be a hazard and plug the fairway out of the harbor.
- Not sure I'd use it unless I was moored there
- Offer it to another vender to allow competition
- Old harbor fuel docks too crowded. Long lines. Need a fuel dock both harbors
- Once a slip is available this will be a priority for me. Time is money, Valdez needs to consider business needs to attract more revenue. A large charter vessel represents considerable investment in the local economy.
- Once again at my fuel usage price is king. I will continue to get fuel from Northpacific fuel at their barge dock unless they are the vender in the new harbor. I do not see myself ever using Crowley
- One is needed without reduction in hours at the north harbor
- One should definitely be put there to accommodate all the boats in the new harbor. It would be a big time and money saver for all the boats moored there.
- Only reason for me is convenience if I get a slip in the new harbor. Otherwise, extra 10 minutes never hurt anyone.
- Overcrowding is an issue. Add fuel point in new harbor
- Pay the full night/weekend call-out fee to the person being called out, so they are happier to actually come out? Last I asked, the company kept all of it and only paid hourly to the person being called out, so they guilt trip 300-gallon customers not to use that service. Who fuels at odd hours? Pilots, Coast Guard, maybe a couple more. We had to schedule our emergencies around not inconveniencing the underpaid fuel dock employee.
- Please add 90 octane. A lot of outboards do better with 90. Thanks
- Please build a new fuel dock in the new harbor, the sooner the better. Pumps with credit card access would not require employees and could be accessed 24/7.
- Probably a good idea
- Probably won't use it, but if it's convenient and the price isn't too high, I might.
- Question does it need it
- Quite important for people who use new marina
- Relieve congestion in north basin. Get Crowley to open both fuel docks in north basin.
- Safety is our big concern. It gets very dangerous in the harbor around the fuel docks, especially when tenders are in and commercial vessels are about. Volume is very high in the summer which makes it more dangerous. A fuel dock in the new harbor should be priority.
- Seems like a good idea to me...would make my life easier.
- Seems like it would make sense.
- Seems to me that the dock is over busy at defined times of the day, especially early morning launch. If there were more available fueling spaces that perhaps opened for a few hours during peak rush times (defined times), then the labor costs could be kept as reasonable as possible and the peak demand times would flow better for your clients filling their boats.
- Should be high volume high flow with discounted prices for volume.
- Since there was only 1 fuel dock open instead of 2, there were some VERY long wait times. The staff was good to work with but they should have both stations open or add another in the new terminal. That would hopefully shorten the wait time.
- Small boat owner and infrequent user. Happy with most things in Valdez, especially the way you reacted with caution to covid. The gas people have always conducted themselves well. Most of the people at the harbormaster's office do so as well, although the grouchy one or two who work there and who don't like people, shouldn't work in a such a public position. Specifically, boat owners who make the trip down from Fairbanks (such as me and my family) often pull in late and sleep in our boats at the parking lot. We shop at the grocery store, buy fishing gear, eat in the burrito and crunchwrap places, pack and then leave. depending upon how packed the lot is, we even sometimes let our gear drift into the space next door. A little more permissive culture would be

helpful. Otherwise, we love Valdez and look forward to returning this summer. Also, myself and the people I know would like to buy land, build a boat structure and leave our boat in Valdez over the winter. Your land/building regulations don't allow this without requiring the landowner to build a house. If I overwinter my boat in Valdez, then I'm going to spend more money in Valdez each year while I buy parts for the boat, prep it for trips and winterize it. Cheers.

- Sometimes we cannot get fuel when we leave early. It is either closed or taken up by boats. Only one station is open. During commercial fishing it is very hard to get fuel they take up the entire dock. We try to get up early and be at the dock when it opens sometimes it is full and we wait. Almost impossible to get fuel in the afternoon cause it is packed very stressful
- Sounds like a good idea. Like the thought of a store that sells some food.
- sounds like it will take pressure off and be a great addition
- summertime can be chaotic in north harbor. mar & nov _ my other 2 filling periods - can be chaotic outside of south harbor due to weather & ice. the harbor staff had to break me out this last nov & it was froze over again by time I got back from north hbr. i south fuel dock alleviate those problems & reduce stress. it would certainly be a further attraction for the larger fishing vessels.
- Take the load and wait time off old harbor
- Thanks for opportunity to provide input
- That would be great for everyone, put some fish cleaning stations over there also.
- The 2 weeks in August that I spend down in Valdez, I would probably never use a fuel dock in the new harbor
- The biggest problem is the commercial fishing boats. Some take up the entire fuel dock and take on several thousand gallons of fuel. That pretty much means that with only one fuel dock open, you can't get fuel for hours and may have to cancel your trip. The fuel dock is also located at the end of the slips. Sometimes, like silver season, it is a "Who's on First" comedy of boat maneuvering with out-of-towners that have no idea what navigation rules are or even have a radio for communications.
- The boats in the south harbor would not have to come over into the north harbor. That would make the wait times in the north harbor less. with only one fuel dock open this last summer, sometimes there would be 3 or more boats circling to get fuel.
- the charter boats and fishing fleet, plus the boats from the new harbor all fuel up at the ONE fuel depot making fueling up in the am or pm very stressful it would help if they would keep both fuel depots open, I think a fuel dock in the new harbor would be great.
- The commercial boats that use the docks now take big fuel quantities and having made using the existing facilities crowded and slow.
- The commercial fleet would best utilize the new fuel dock and free up space which would lead to safer access in and out of the North Basin
- The congestion at the north harbor fuel dock is much worse with no south harbor fuel dock and is going to get worse as the fleet increases
- The current fuel dock is often crowded with boats having to wait in the fairway for there turn and other boats cutting in front of the line. Commercial boats often take a while to take on fuel and due to their size this often limits other boats from being able to access the dock even though pumps are available
- The fishing vessels and other vessels around that size take up quite a bit of time at the fuel dock when fueling.
- The fuel dock in the north harbor has terrible service. No pathetic service. Crowley only staffs the dock at the absolute lowest possible. As a charter operator I need to get fuel on a daily basis from April into September. Crowley has inconsistent hours, there staff does not show up, they run out of fuel and have ongoing problems with operating their pumps. On a scale of 1 to 10 I would rate Crowley a -5. Many times during the summer I have to wait 1 or 2 hours to get fuel. This is not acceptable. Please do something to require Crowley to provide a reasonable service. A new fuel dock would help this problem.
- The inlet to the north basin is notorious for getting stuff stuck in my jet. I have had to pull it out of the water to clear it and would not travel into the north basin just to get fuel. Also my boat is hard to fuel with jugs and would be hard to while in the water and may result in spills. I would of course prefer to fuel up close to where I'm parked

- The main problem last summer was that Crowley didn't open both gas docks, waiting time was terrible the docks both need to be open in the north harbor. Also you should be able to split gas purchases between the fishermen on the boat. I'm not sure why they stopped it but it's wrong. Also the new gas dock should be operated by someone other than Crowley. We need some competition down there not a monopoly. Thanks for asking for input from the users.
- The monopoly on fuel sales must stop. Crowley needs competition.
- the more the better
- The north harbor fuel docks routinely get tied up with large commercial boats. Those customers would be better served in the south dock. I skip fueling at the docks and load the boat on my trailer to fuel in town because of wait times.
- The present fuel dock is not open enough and when it is it can be very busy. that being said, a fuel dock in the new harbor might not be busy enough to interest Crowley or Shoreside, but I would use it.
- The sheer Volume of vessels trying to use just one fuel dock is... Inconceivable, when a large tender or tour boat ties up then we all have to wait and it gets backed up and they're ridiculous hours closing at 8 o'clock at night when I'm trying to run a commercial fishing operation. I showed up less than three minutes late with people still at the dock and wouldn't sell me fuel and due to an oncoming Storm I was unable to make it to fishing grounds. Or the fact that several times they ran out of Fuel. Or another time when the Attendant couldn't figure out how to turn on the pumps and I had to wait for over a half hour for someone to come turn on the pumps or when they shut their season down early when people are still trying to fish and then make you do an on-call deal and then charge you a ridiculous amount of money and everybody else that shows up for the on-call fee.. I could keep going but I'm getting Mad..
- The small boat harbor gets too congested a lot of the times with the larger fishing boats.
- The south basin harbor needs a fuel dock. It's so Awesome to be able fuel up without running 1/2 mile outa the way. Safety first, it'd be right there. It'd be the talk of the fishing fleet Cordova has got to be the worst fuel dock in the State.
- There are times when commercial fishing vessels tie up fuel dock for hours, another location would relieve congestion
- There is a need for a fuel dock. Current fuel docks are not serving the public well. Not even when both docks are open which does not happen very often causing more back up. Current distributor is poor in service. And does not provide sufficient service.
- There needs to be competition, Crowley or any company shouldn't be able to have the monopoly on fuel. This last summer proved that. We needed two fueling places opened not one because they couldn't find staff. Having a new fueling station in the new harbor would relieve pressure in the old harbor, again one company should have all the control!
- There should be a fuel dock in the new harbor. If there was a need for a new boat harbor (which there was) there's a need for all the facilities that go along with it. that includes a fuel dock, restrooms with showers, and fish cleaning stations. I feel the new docks should be utilized by larger boats due to the height of the docks. They are too high for smaller boats making it difficult to get on and off them. It is very difficult for anyone with mobility issues.
- There should be one in every harbor
- There would have to be a long line at the north or they would have to move me to the south.
- things that happened this past year you need it and you need the commercial boats to fill up at the new fuel dock I am sure they will like it.
- Think it would be a good addition
- Think it would make the old harbor less congested
- This is a very much needed facility. It's very difficult to use the existing small boat harbor fuel dock when coming from the new boat harbor. It's difficult to maintain the waiting line and turn around when done. I have seen arguments/ disputes erupt when waiting in line as sometimes there is no available place to tie up when waiting. This leads to motoring idle, and with a sailboat, sometimes having to do a U-turn and come around again to stay in line. During this time, someone may think the maneuvering boat is leaving harbor and gets in line - thus inadvertently cutting inline.

- This past summer was difficult to get fuel with only 1 side open for fuel. I don't know how many times I sat idle trying to not get hit by commercial boats while a charter boat filled up 200 plus gallons of fuel. It's dangerous for the recreation boats. There needs to be an option for the recreation guys.
- This past summer was not a pleasant experience. With only one fuel dock open 90% of the time, caused a lot of congestion in the narrow passage. If a commercial vessel was fueling the wait could be an hour, where do you wait your turn?
- This will take the congestion away from north harbor.
- This would be a great addition to the new harbor. I wouldn't mind a slip there if it had fuel access. At minimum make the fuel dock available to the large fishing vessels so they are not plugging the line for the smaller Rec boaters. They take loads of fuel and sit at dock forever. Valdez harbor is amazing and ran very well but another fuel access point would make this the best facility to access PWS
- This would be a huge positive addition
- this would be great!
- This would be very helpful. It would minimize the congestion and wait times to fuel
- Those who have slips there really need easy access to fuel.
- To have a slip in the new harbor and to not have access for fuel without going to the old harbor is a poor design, not only can it be a navigation and safety issue but if your boat is in the old harbor the wait is even longer to get fuel because of boats from new harbor get fuel there too. Also safety concerns with big commercial boats navigating in harbor with added traffic throughout summer.
- to relieve the congestion in the old harbor, especially when there are commercial fishing boats in the port, charters, and all the summer recreation boats
- To take pressure off of the small boat harbor. Especially during salmon season.
- Too many times only one of the old harbor fuel docks is open. This creates long waits and congestion. I am currently on the waiting list for a slip in the new harbor. A fuel dock and active fish cleaning stations will be a plus. Really disappointed with the elimination of the new launch ramps as the old harbor ramp is worse than the fueling issues
- Too much congestion in North Harbor by fishing vessels and large craft. It's a hazard in the height of season. Another fueling dock would relieve pressure.
- Ultimately it will alleviate some of the congestion inside the old harbor.
- Very important to reduce congestion in old harbor
- Vessels in the South Basin need a fuel dock there, without question. It could, also, help with congestion at the North Basin.
- Waiting times & congestion.
- Waits at the current fuel dock are too long and create a safety problem. Many boat operators can't figure out how to wait and stay out of the way.
- Waste of money!
- we are just a small boat so the bigger boats should have more of an impact on this survey
- We need a new fuel dock at the new harbor and hopefully this will eliminate a lot of the very large boats congestion when trying to fuel during the busy season. Also both fuel docks need to be operating at all times during the summer months. my biggest complaint last year is that only 1 dock was open and sometimes not at all.
- We need competition in our fuel docks. Currently only one out of the two open due to same owners. We need another fuel option.
- We would rather see another boat launch other than gas but my understanding is the new harbor is geared more towards bigger boats
- When I moved from the old to the new harbor, my understanding was that fuel would be provided soon. It's ridiculous to have to go over to the other harbor for fuel before departing.
- When moored in the new dock it is time consuming and bothersome to go from the new dock to the old dock just for fuel.
- When the charters and commercial fishing boats are at the south (old) fuel dock, it's impossible to fuel up.

- Whenever we are in Valdez there is only one fuel dock open when already on the water and the wait time is always horrible, another fuel dock would be amazing and appreciated
- With added volume of vessels in the water at any given time it seems like the small boat harbor is going to be even more crowded. I am not sure of why both fuel docks aren't open at all times in the small boat harbor either.
- With larger vessels in the new harbor it is important to have fuel dock there as it would decrease the number of large vessels entering the old harbor and also waiting time for fuel there. Fuel access in new harbor would greatly reduce chances of accidents.
- With the Fishing Fleets off loading and fueling and only one dock opens in old Harbor something definitely needs improved
- With the increase of boats to both the new and old harbors, I believe it only makes sense to build a new fuel station. This will alleviate the summer rush at the old harbor fuel dock. The new harbor has boats with larger tanks because of their size and length which require longer times to fuel. Space to handle longer boats fueling is necessary also.
- Would be a good plan
- Would be a nice convenience during busy fishing times and decrease congestion around current fuel dock area.
- Would be awesome!
- Would be convenient but until a launch is built in new harbor, not a priority
- Would be convenient.
- Would be great if I was able to transient dock there
- Would be more convenient for boats docked in the South Basin
- Would be nice
- Would be nice to have the option
- Would be really helpful when we dock there the most
- Would cut wait time down at fuel dock, especially if other harbor was set up for bigger boats, tenders, seiners, tour boats, etc.
- Would help during peak season and traffic in small boat harbor
- Would help out with congestion in a high traffic area especially when they only have one fuel dock open
- Would like to reduce the waits for the old fuel docks especially during commercial season when seiners require lengthy times at the docks.
- Would rarely use it if at all
- Would rather have more slips available than fuel dock.
- Would really help if commercial boats would use it. Too bad, I heard that funding was cut, but what is really needed in the new harbor is a boat launch.
- Would solve the problem of waiting for most of the fishing vessels fueling
- Would use it if it had more to buy (ice, tackle, coffee, etc.) otherwise, I'd just use the North Basin fuel.

This dynamic excel-based tool is intended to be used in conjunction with the technical memo to help the City of Valdez understand the return on investment over time for the development within South Harbor. Since there are so many variables and choices involved in these calculations, such as lease agreement elements, to be changed and new ROIs calculated.

	Private Construction/ Private Operation	Public Construction/ Private Operation
Total Costs (40 years)	\$ 302,010	\$ 3,569,625
Total Revenue (40 years)	\$ 3,047,466	\$ 3,197,414
ROI 10 years	13.8	0.3
ROI 20 years	12.4	0.5
ROI 40 years	10.1	0.9

	Private Construction/ Private Operation	Public Construction/ Private Operation
Total Costs (20 years)	\$ 128,917	\$ 3,328,491
Total Revenue (20 years)	\$ 1,599,919	\$ 1,599,919
ROI 10 years	13.8	0.3
ROI 20 years	12.4	0.5
ROI 40 years	10.1	0.9

Developed by Rain Coast Data

mo from Rain Coast Data,
ent of a new fuel dock
lations, this tool allows

Public Construction/ Public Operation	
\$	10,960,374
\$	22,928,461
	1.3
	1.8
	2.1

Public Construction/ Public Operation	
\$	6,483,321
\$	11,958,719
	1.3
	1.8
	2.1

	40 Years	20 Years
Total Capital Costs	\$0	\$0
Total O&M Costs	\$0	\$0
Total Labor Costs	\$302,010	\$128,917
Total Fuel Revenue	\$2,747,466	\$1,442,419
Total Lease Revenue	\$300,000	\$157,500
Residual Value	\$0	\$0

ROI 10 years	13.77
ROI 20 years	12.41
ROI 40 years	10.09

Year	Costs to COV	
	Capital Costs	O&M
2021		
2022		
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		
2036		
2037		
2038		
2039		
2040		
2041		
2042		
2043		
2044		
2045		
2046		
2047		
2048		

2049
2050
2051
2052
2053
2054
2055
2056
2057
2058
2059
2060
2061
2062

Totals:

\$0.00

\$0.00

Fuel Wharfage	\$0.04
Volume	1,717,166
Tideland value	\$25,000
Upland value	\$50,000
Tideland rate	10%
Upland rate	10%
Annual Wage increase	2%

Benefits to COV

Labor	fuel revenue	Residual Value	Lease revenue
\$5,000	\$68,687		\$7,500
\$5,100	\$68,687		\$7,500
\$5,202	\$68,687		\$7,500
\$5,306	\$68,687		\$7,500
\$5,412	\$68,687		\$7,500
\$5,520	\$68,687		\$7,500
\$5,631	\$68,687		\$7,500
\$5,743	\$68,687		\$7,500
\$5,858	\$68,687		\$7,500
\$5,975	\$68,687		\$7,500
\$6,095	\$68,687		\$7,500
\$6,217	\$68,687		\$7,500
\$6,341	\$68,687		\$7,500
\$6,468	\$68,687		\$7,500
\$6,597	\$68,687		\$7,500
\$6,729	\$68,687		\$7,500
\$6,864	\$68,687		\$7,500
\$7,001	\$68,687		\$7,500
\$7,141	\$68,687		\$7,500
\$7,284	\$68,687		\$7,500
\$7,430	\$68,687		\$7,500
\$7,578	\$68,687		\$7,500
\$7,730	\$68,687		\$7,500
\$7,884	\$68,687		\$7,500
\$8,042	\$68,687		\$7,500
\$8,203	\$68,687		\$7,500

\$8,367	\$68,687	\$7,500
\$8,534	\$68,687	\$7,500
\$8,705	\$68,687	\$7,500
\$8,879	\$68,687	\$7,500
\$9,057	\$68,687	\$7,500
\$9,238	\$68,687	\$7,500
\$9,423	\$68,687	\$7,500
\$9,611	\$68,687	\$7,500
\$9,803	\$68,687	\$7,500
\$9,999	\$68,687	\$7,500
\$10,199	\$68,687	\$7,500
\$10,403	\$68,687	\$7,500
\$10,611	\$68,687	\$7,500
\$10,824	\$68,687	\$7,500
\$302,009.92	\$2,747,465.60	\$0.00 \$300,000.00

	40 Years	20 Years
Total Costs	\$302,010	\$128,917
Total Revenue	\$3,047,466	\$1,599,919

	40 years	20 Years
Total Capital Costs	\$3,061,924	\$3,061,924
Total O&M Costs	\$205,691	\$137,650
Total Labor Costs	\$302,010	\$128,917
Total Fuel Revenue	\$2,747,466	\$1,442,419
Total Lease Revenue	\$300,000	\$157,500
Residual Value	\$149,948	

ROI 10 years	0.26
ROI 20 years	0.48
ROI 40 years	0.90

Year	Costs to COV	
	Capital Costs	O&M
2021	\$1,874,697.32	
2022	\$1,187,226.52	
2023		
2024		
2025		
2026		
2027		\$31,645.06
2028		
2029		
2030		
2031		
2032		\$27,297.31
2033		
2034		
2035		
2036		
2037		\$58,396.31
2038		
2039		
2040		
2041		
2042		\$20,311.76
2043		
2044		
2045		
2046		
2047		\$17,521.10
2048		

2049		
2050		
2051		
2052		\$37,482.37
2053		
2054		
2055		
2056		
2057		\$13,037.35
2058		
2059		
2060		
2061		
2062		

Totals:	\$3,061,923.83	\$205,691.25
---------	----------------	--------------

Fuel Wharfage	\$0.04
Gallons	1,717,166
Tideland value	\$25,000
Upland value	\$50,000
Tideland rate	10%
Upland rate	10%
Annual wage increase	2%

Benefits to COV

Labor	fuel revenue	Residual Value	Lease revenue
\$5,000	\$68,687		\$7,500
\$5,100	\$68,687		\$7,500
\$5,202	\$68,687		\$7,500
\$5,306	\$68,687		\$7,500
\$5,412	\$68,687		\$7,500
\$5,520	\$68,687		\$7,500
\$5,631	\$68,687		\$7,500
\$5,743	\$68,687		\$7,500
\$5,858	\$68,687		\$7,500
\$5,975	\$68,687		\$7,500
\$6,095	\$68,687		\$7,500
\$6,217	\$68,687		\$7,500
\$6,341	\$68,687		\$7,500
\$6,468	\$68,687		\$7,500
\$6,597	\$68,687		\$7,500
\$6,729	\$68,687		\$7,500
\$6,864	\$68,687		\$7,500
\$7,001	\$68,687		\$7,500
\$7,141	\$68,687		\$7,500
\$7,284	\$68,687		\$7,500
\$7,430	\$68,687		\$7,500
\$7,578	\$68,687		\$7,500
\$7,730	\$68,687		\$7,500
\$7,884	\$68,687		\$7,500
\$8,042	\$68,687		\$7,500
\$8,203	\$68,687		\$7,500

\$8,367	\$68,687		\$7,500
\$8,534	\$68,687		\$7,500
\$8,705	\$68,687		\$7,500
\$8,879	\$68,687		\$7,500
\$9,057	\$68,687		\$7,500
\$9,238	\$68,687		\$7,500
\$9,423	\$68,687		\$7,500
\$9,611	\$68,687		\$7,500
\$9,803	\$68,687		\$7,500
\$9,999	\$68,687		\$7,500
\$10,199	\$68,687		\$7,500
\$10,403	\$68,687		\$7,500
\$10,611	\$68,687		\$7,500
\$10,824	\$68,687	\$149,948	\$7,500
\$302,010	\$2,747,466	\$149,948	\$300,000

	40 Years	20 Years
Total Costs	\$3,569,625	\$3,328,491
Total Revenue	\$3,197,414	\$1,599,919

	40 Years	20 Years
Total Capital Costs	\$3,061,924	\$3,061,924
Total O&M Costs	\$205,691	\$137,650
Total Labor Costs	\$7,692,759	\$3,283,747
Total Fuel Revenue	\$21,693,822	\$11,389,256
Total Retail Revenue	\$1,084,691	\$569,463
Residual Value	\$149,948	

ROI 10 years	1.34
ROI 20 years	1.84
ROI 40 years	2.09

Year	Costs to COV	
	Capital Costs	O&M
2021	\$1,874,697	
2022	\$1,187,227	
2023		
2024		
2025		
2026		
2027		\$31,645.06
2028		
2029		
2030		
2031		
2032		\$27,297.31
2033		
2034		
2035		
2036		
2037		\$58,396.31
2038		
2039		
2040		
2041		
2042		\$20,311.76
2043		
2044		
2045		
2046		
2047		\$17,521.10
2048		

2049		
2050		
2051		
2052		\$37,482.37
2053		
2054		
2055		
2056		
2057		\$13,037.35
2058		
2059		
2060		
2061		
2062		

Totals:	\$3,061,923.83	\$205,691.25
---------	----------------	--------------

Fuel Markup (10-25%)	15.0%
Diesel in Gallons	1,619,104
Wholesale Diesel Price	\$2.10
Gasoline in Gallons	98,062
Gasoline Price	\$2.27
Wage increases	2%
Retail as a percent of revenue	5%

		Benefits to COV		
Labor		fuel revenue	Residual Value	Retail
\$	127,359	\$542,346		\$27,117
\$	129,907	\$542,346		\$27,117
\$	132,505	\$542,346		\$27,117
\$	135,155	\$542,346		\$27,117
\$	137,858	\$542,346		\$27,117
\$	140,615	\$542,346		\$27,117
\$	143,427	\$542,346		\$27,117
\$	146,296	\$542,346		\$27,117
\$	149,222	\$542,346		\$27,117
\$	152,206	\$542,346		\$27,117
\$	155,250	\$542,346		\$27,117
\$	158,355	\$542,346		\$27,117
\$	161,522	\$542,346		\$27,117
\$	164,753	\$542,346		\$27,117
\$	168,048	\$542,346		\$27,117
\$	171,409	\$542,346		\$27,117
\$	174,837	\$542,346		\$27,117
\$	178,334	\$542,346		\$27,117
\$	181,901	\$542,346		\$27,117
\$	185,539	\$542,346		\$27,117
\$	189,249	\$542,346		\$27,117
\$	193,034	\$542,346		\$27,117
\$	196,895	\$542,346		\$27,117
\$	200,833	\$542,346		\$27,117
\$	204,850	\$542,346		\$27,117
\$	208,947	\$542,346		\$27,117

\$ 213,125	\$542,346		\$27,117
\$ 217,388	\$542,346		\$27,117
\$ 221,736	\$542,346		\$27,117
\$ 226,170	\$542,346		\$27,117
\$ 230,694	\$542,346		\$27,117
\$ 235,308	\$542,346		\$27,117
\$ 240,014	\$542,346		\$27,117
\$ 244,814	\$542,346		\$27,117
\$ 249,710	\$542,346		\$27,117
\$ 254,705	\$542,346		\$27,117
\$ 259,799	\$542,346		\$27,117
\$ 264,995	\$542,346		\$27,117
\$ 270,295	\$542,346		\$27,117
\$ 275,701	\$542,346	\$149,948	\$27,117
\$7,692,758.83	\$21,693,822	\$149,948	\$1,084,691

	40 Years	20 Years
Total Costs	\$10,960,374	\$6,483,321
Total Revenue	\$22,928,461	\$11,958,719

- * One time permitting fees pulled out from the total project cost; not recurring, and assumed to be included
- * Capital Costs assumed to be spread over two years of construction

		1/2 * capital cost
One-time permitting + support (from R&M estimate)	\$651,854	
Capital Cost	\$2,445,686.63	\$1,222,843.32

urred during year 1

Total Capital Cost: \$2,445,687

	Maintenanc
	Construction Completed
operational in 2022	2022
maintenance	2027
	2032
	2037
	2042
	2047
	2052
	2057
replacement in 2062	2062

1.5% of capital cost every 5 years and 3.72% of c

e Costs	
Years since completion	O&M
5 \$	31,645
10 \$	27,297
15 \$	58,396
20 \$	20,312
25 \$	17,521
30 \$	37,482
35 \$	13,037
40	
	\$ 205,691

apital cost every 15 years

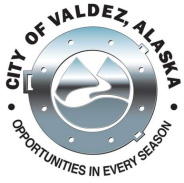
	fully loaded wage, benefit, and employee costs	hours	# workers
	71850	1950	1
seasonal	20	37.5	4

*wage used was median of range provided to Rain Coast.

#weeks	# months	annually
	12	67359.375
4	5	60000

Residual Value = $[(U-Y)/U]$ *total project cost

\$489,137.33



Legislation Text

File #: ORD 21-0002, **Version:** 1

ITEM TITLE:

Ordinance #21-02 - Adoption of New Official Zoning Maps. Second Reading. Adoption.

SUBMITTED BY: Bruce Wall, Senior Planner

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Approve Ordinance #21-02

SUMMARY STATEMENT:

The planning department would like to update its paper-based zoning maps to more accurate GIS-based zoning maps that can be easily shared with the public online. This ordinance will not rezone any properties.

VMC 17.10.020(A) states that the use districts are defined on official zoning maps and identified by the signature of the mayor and attested to by the city clerk.

There have been 34 rezone ordinances from May 1996 to today. Several of the rezones were not updated in the City's GIS mapping system. Several of the rezone ordinances have been found to contain incorrect or insufficient legal descriptions. It has become increasingly apparent that the official paper maps are difficult to interpret in certain areas.

VMC 17.10.020(C) states that in the event that the official zoning maps become damaged, destroyed, lost or difficult to interpret because of the nature or number of the changes and additions, the city council, after recommendation from the planning and zoning commission, may by ordinance adopt new official zoning maps which shall supersede the prior official zoning maps.

The city needs good official zoning maps before additional rezones can be done; such as, the Meals Hill and Mineral Creek conservation areas. These rezones will take place after the adoption of the comprehensive plan.

On January 27, 2021, the City of Valdez Planning & Zoning Commission recommended adoption of the proposed maps as the Zoning Maps of the City of Valdez, Alaska.

CITY OF VALDEZ, ALASKA

ORDINANCE #21-02

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VALDEZ,
ALASKA, ADOPTING NEW OFFICIAL ZONING MAPS

WHEREAS, VMC 17.10.020(A) states that the use districts are bounded and defined on official zoning maps of the city entitled “Zoning Maps of the City of Valdez, Alaska” and identified by the signature of the mayor and attested to by the city clerk; and

WHEREAS, the last official zoning map identified by the signature of the mayor and attested to by the city clerk was dated March 12, 1996; and

WHEREAS, since 1996 there have been 34 ordinances enacted by the city council that have required changes to the official zoning maps; and

WHEREAS, since 1996 the zoning maps have been updated electronically in the City’s geographical information system; and

WHEREAS, VMC 17.10.020(C) states that in the event that the official zoning maps become damaged, destroyed, lost or difficult to interpret because of the nature or number of the changes and additions, the city council, after recommendation from the planning and zoning commission, may by ordinance adopt new official zoning maps which shall supersede the prior official zoning maps; and

WHEREAS, the City of Valdez Planning Commission held a public hearing on this matter on January 27, 2021 and following public input and discussion have recommended that the City Council adopt new official zoning maps.

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

Section 1: The attached maps are adopted as the official zoning maps of the City of Valdez, Alaska.

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this _____ day of _____, 2021.

CITY OF VALDEZ, ALASKA

Sharon Scheidt, Mayor

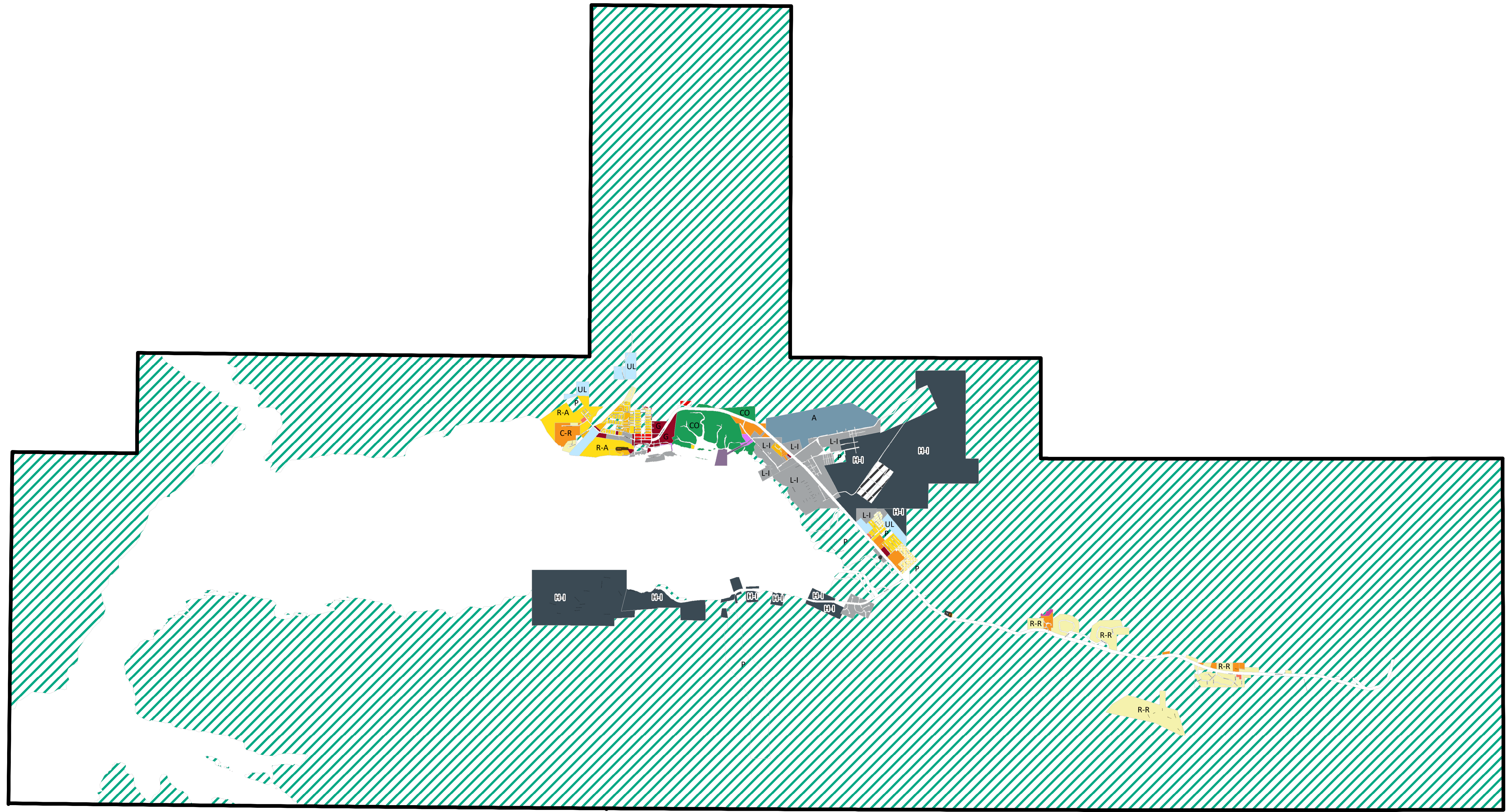
ATTEST:

Sheri L. Pierce, MMC, City Clerk

APPROVED AS TO FORM:

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

Adoption:
Yeas:
Noes:
Absent:
Abstaining:



Title 17 Zoning Districts

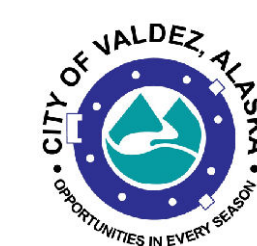
- | | | |
|--|--|---|
| Public Lands District (P) | Neighborhood Commercial District (N-C) | Light Industrial District (L-I) |
| Single Family Residential District (R-A) | Commercial Residential District (C-R) | Heavy Industrial District (H-I) |
| Single-and Two-Family Residential District (R-B) | Central Business District (CBD) | Heavy Industrial Gravel District (HI-G) |
| Multiple-Family Residential District (R-C) | General Commercial District (G) | Airport District (A) |
| Rural Residential District (R-R) | Waterfront Commercial District (W-C) | Unclassified Lands District (UL) |
| Semi-Rural Residential District (R-N) | Valdez Container Terminal District (VCT) | Conservation District (CO) |
| Residential Mobile Home District (R-M) | Waterfront Industrial District (W-I) | Avalanche Hazard District (A-H) |
| | | Special Limitations |

City of Valdez hereby certifies and adopts the Official Zoning Map approved on February 16, 2021 by Ordinance 2021-02 for the City of Valdez. This map supercedes all previous official maps and ordinances of record.

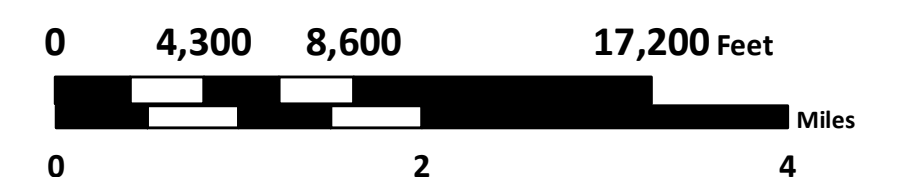
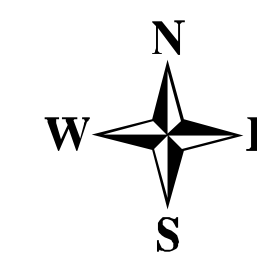
Copies of the Official Zoning Maps may be obtained in the Office of the Planning Department at 212 Chenega St., Valdez, Alaska

Sharon Scheidt
Mayor
City of Valdez

Attest Sheri Pierce
Clerk, City of Valdez

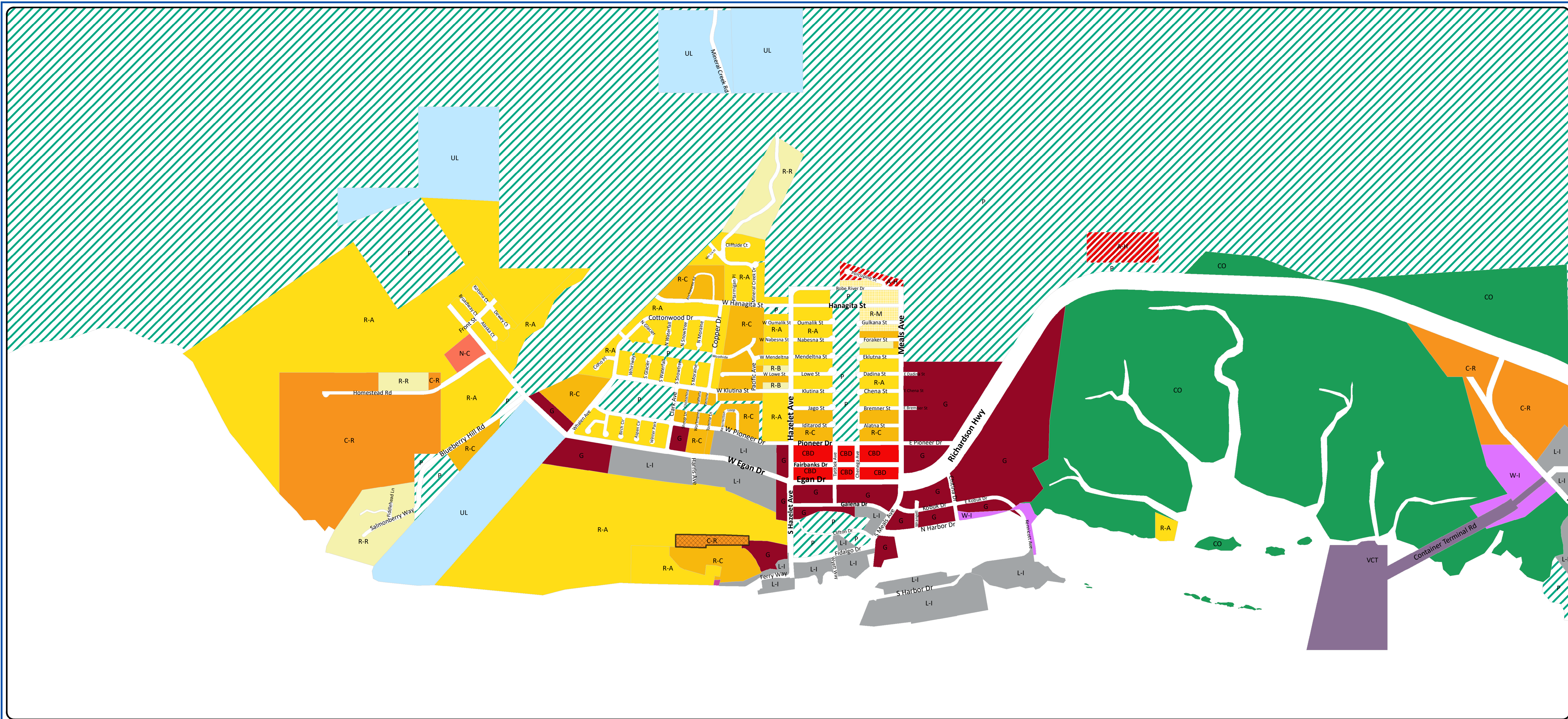


Zoning Maps of the City of Valdez, Alaska



Map Published by City of Valdez Planning Department
Drawing may be reduced, verify scale for accuracy

Title 17 of the Valdez Municipal Code regulates Zoning
VMC 17.10.020 establishes Official Zoning Maps



Title 17 Zoning Districts

	Public Lands District (P)		Neighborhood Commercial District (N-C)		Light Industrial District (L-I)
	Single Family Residential District (R-A)		Commercial Residential District (C-R)		Heavy Industrial District (H-I)
	Single-and Two-Family Residential District (R-B)		Central Busines District (CBD)		Heavy Industrial Gravel District (HI-G)
	Multiple-Family Residential District (R-C)		General Commercial District (G)		Airport District (A)
	Rural Residential District (R-R)		Waterfront Commercial District (W-C)		Unclassified Lands District (UL)
	Semi-Rural Residential District (R-N)		Valdez Container Terminal District (VCT)		Conservation District (CO)
	Residential Mobile Home District (R-M)		Waterfront Industrial District (W-I)		Avalanche Hazard District (A-H)
			Special Limitations		

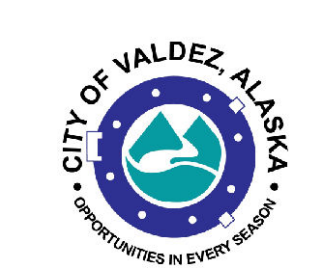
City of Valdez hereby certifies and adopts the Official Zoning Map approved on February 16, 2021 by Ordinance 2021-02 for the City of Valdez. This map supercedes all previous official maps and ordinances of record.

Copies of the Official Zoning Maps may be obtained in the Office of the Planning Department at 212 Chenega St., Valdez, Alaska

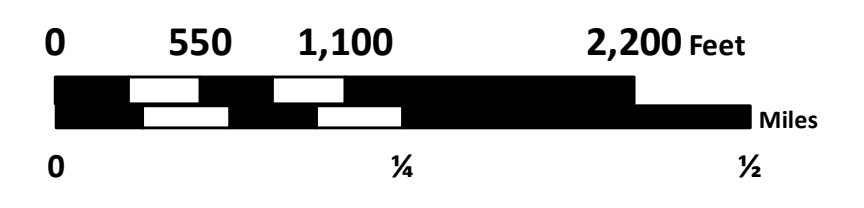
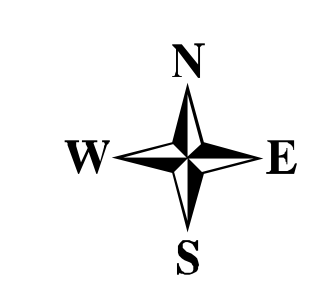
Sharon Scheidt
Mayor
City of Valdez

Attest Sheri Pierce
Clerk, City of Valdez

Title 17 of the Valdez Municipal Code regulates Zoning
VMC 17.10.020 establishes Official Zoning Maps



Zoning Maps of the City of Valdez, Alaska



Map Published by City of Valdez Planning Department
Drawing may be reduced, verify scale for accuracy



Title 17 Zoning Districts

- | | | | | | |
|--|--|--|--|--|---|
| | Public Lands District (P) | | Neighborhood Commercial District (N-C) | | Light Industrial District (L-I) |
| | Single Family Residential District (R-A) | | Commercial Residential District (C-R) | | Heavy Industrial District (H-I) |
| | Single-and Two-Family Residential District (R-B) | | Central Busines District (CBD) | | Heavy Industrial Gravel District (HI-G) |
| | Multiple-Family Residential District (R-C) | | General Commercial District (G) | | Airport District (A) |
| | Rural Residential District (R-R) | | Waterfront Commercial District (W-C) | | Unclassified Lands District (UL) |
| | Semi-Rural Residential District (R-N) | | Valdez Container Terminal District (VCT) | | Conservation District (CO) |
| | Residential Mobile Home District (R-M) | | Waterfront Industrial District (W-I) | | Avalanche Hazard District (A-H) |
| | | | Special Limitations | | |

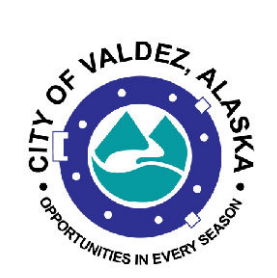
City of Valdez hereby certifies and adopts the Official Zoning Map approved on February 16, 2021 by Ordinance 2021-02 for the City of Valdez. This map supercedes all previous official maps and ordinances of record.

Copies of the Official Zoning Maps may be obtained in the Office of the Planning Department at 212 Chenega St., Valdez, Alaska

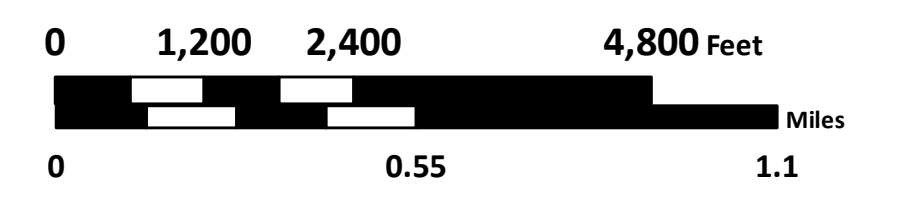
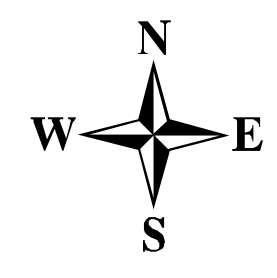
Sharon Scheidt
Mayor
City of Valdez

Attest Sheri Pierce
Clerk, City of Valdez

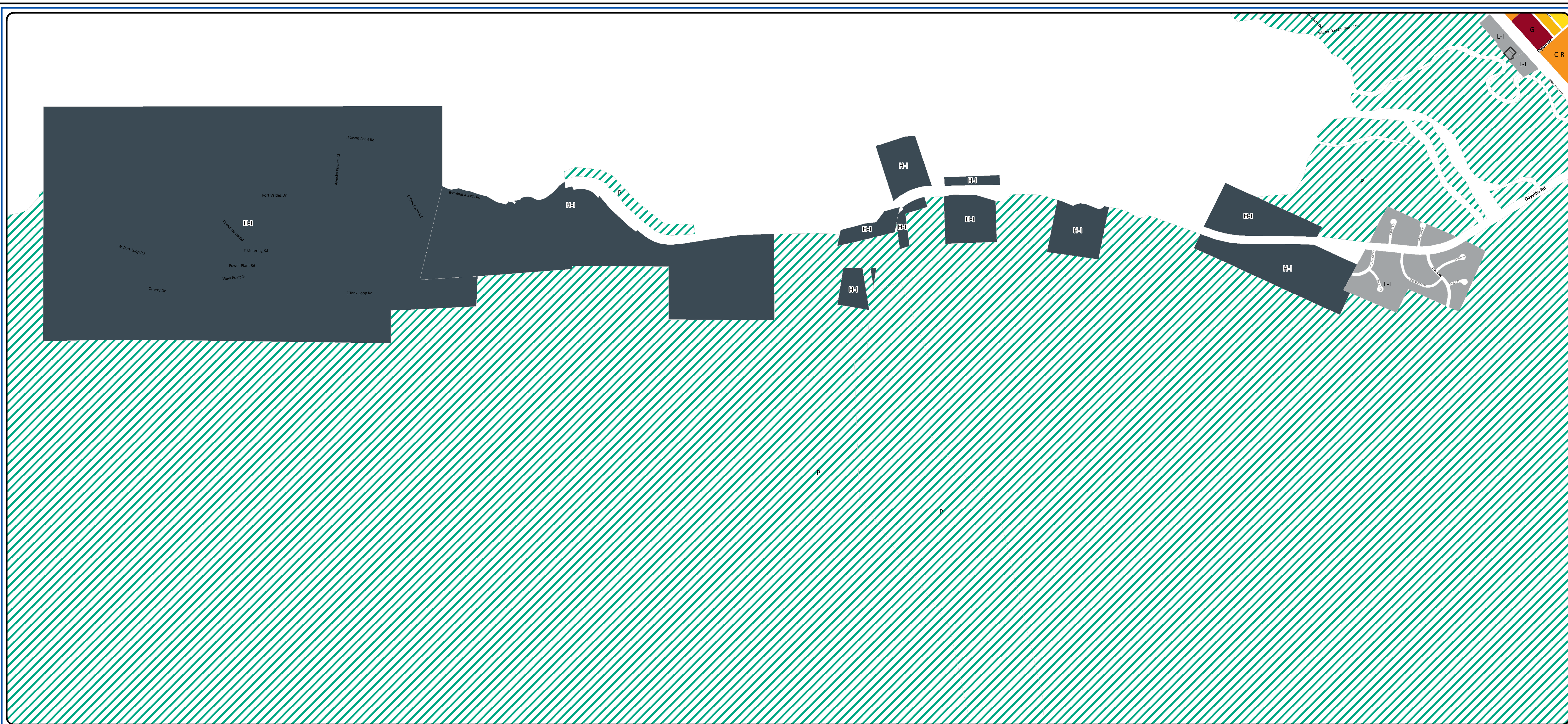
Title 17 of the Valdez Municipal Code regulates Zoning
VMC 17.10.020 establishes Official Zoning Maps





















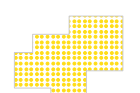



Zoning Maps of the City of Valdez, Alaska



Map Published by City of Valdez Planning Department
Drawing may be reduced, verify scale for accuracy



Title 17 Zoning Districts

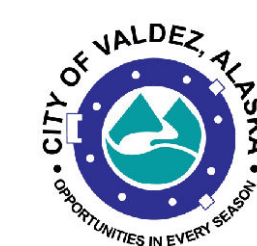
- | | | |
|---|--|---|
|  Public Lands District (P) |  Neighborhood Commercial District (N-C) |  Light Industrial District (L-I) |
|  Single Family Residential District (R-A) |  Commercial Residential District (C-R) |  Heavy Industrial District (H-I) |
|  Single-and Two-Family Residential District (R-B) |  Central Business District (CBD) |  Heavy Industrial Gravel District (HI-G) |
|  Multiple-Family Residential District (R-C) |  General Commercial District (G) |  Airport District (A) |
|  Rural Residential District (R-R) |  Waterfront Commercial District (W-C) |  Unclassified Lands District (UL) |
|  Semi-Rural Residential District (R-N) |  Valdez Container Terminal District (VCT) |  Conservation District (CO) |
|  Residential Mobile Home District (R-M) |  Waterfront Industrial District (W-I) |  Avalanche Hazard District (A-H) |
| |  Special Limitations | |

City of Valdez hereby certifies and adopts the Official Zoning Map approved on February 16, 2021 by Ordinance 2021-02 for the City of Valdez. This map supercedes all previous official maps and ordinances of record.

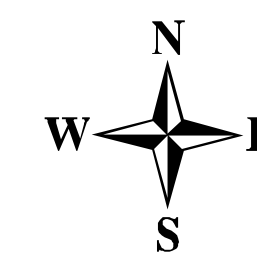
Copies of the Official Zoning Maps may be obtained in the Office of the Planning Department at 212 Chenega St., Valdez, Alaska

Sharon Scheidt
Mayor
City of Valdez

Attest Sheri Pierce
Clerk, City of Valdez

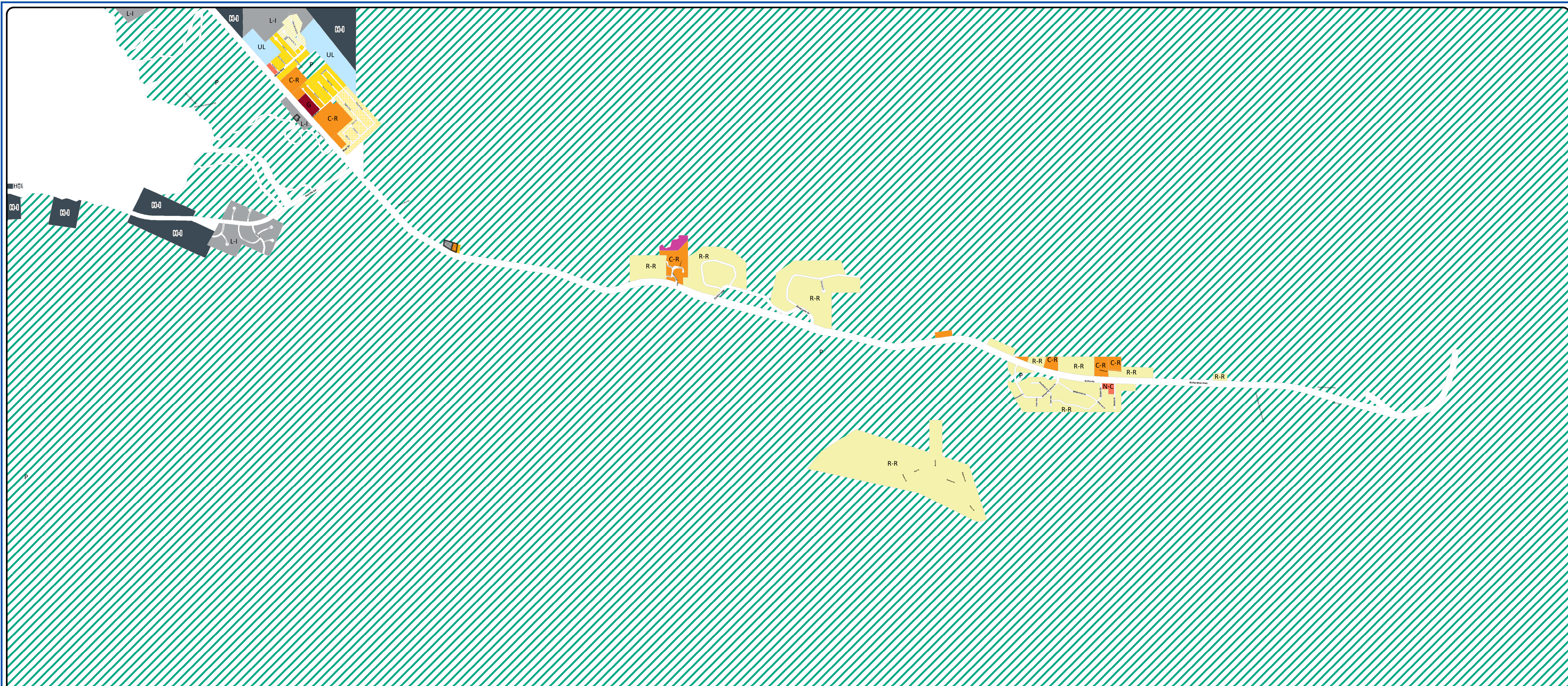


Zoning Maps of the City of Valdez, Alaska



Map Published by City of Valdez Planning Department
Drawing may be reduced, verify scale for accuracy

Title 17 of the Valdez Municipal Code regulates Zoning
VMC 17.10.020 establishes Official Zoning Maps



Title 17 Zoning Districts

- | | | | | | |
|--|--|--|--|--|---|
| | Public Lands District (P) | | Neighborhood Commercial District (N-C) | | Light Industrial District (L-I) |
| | Single Family Residential District (R-A) | | Commercial Residential District (C-R) | | Heavy Industrial District (H-I) |
| | Single-and Two-Family Residential District (R-B) | | Central Business District (CBD) | | Heavy Industrial Gravel District (HI-G) |
| | Multiple-Family Residential District (R-C) | | General Commercial District (G) | | Airport District (A) |
| | Rural Residential District (R-R) | | Waterfront Commercial District (W-C) | | Unclassified Lands District (UL) |
| | Semi-Rural Residential District (R-N) | | Valdez Container Terminal District (VCT) | | Conservation District (CO) |
| | Residential Mobile Home District (R-M) | | Waterfront Industrial District (W-I) | | Avalanche Hazard District (A-H) |
| | | | Special Limitations | | |

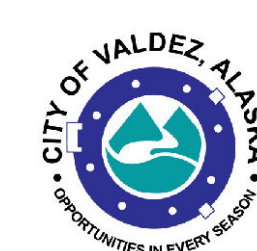
City of Valdez hereby certifies and adopts the Official Zoning Map approved on February 16, 2021 by Ordinance 2021-02 for the City of Valdez. This map supercedes all previous official maps and ordinances of record.

Copies of the Official Zoning Maps may be obtained in the Office of the Planning Department at 212 Chenega St., Valdez, Alaska

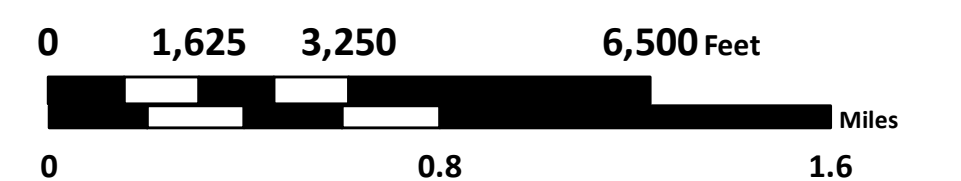
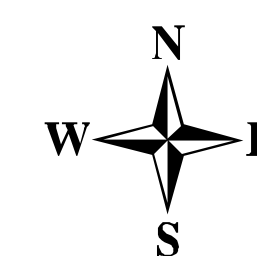
Sharon Scheidt
Mayor
City of Valdez

Attest Sheri Pierce
Clerk, City of Valdez

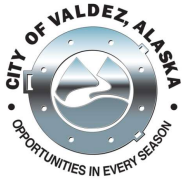
Title 17 of the Valdez Municipal Code regulates Zoning
VMC 17.10.020 establishes Official Zoning Maps



Zoning Maps of the City of Valdez, Alaska



Map Published by City of Valdez Planning Department
Drawing may be reduced, verify scale for accuracy



Legislation Text

File #: RES 21-0010, **Version:** 1

ITEM TITLE:

#21-10 - Adopting City of Valdez Employee Personnel Regulations

SUBMITTED BY: Rhea Cragun, Human Resources Director

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Approval

SUMMARY STATEMENT:

Resolution #21-10 adopts the new City of Valdez Employee Personnel Regulations.

These new Personnel Regulations will replace the current Regulations previously adopted in 2008.

The Current Personnel Regulations were last approved in 2008 and are no longer current in many key areas and required a significant update. In addition, the format was sometimes difficult to read and often lead to misinterpretations and inconsistencies in their application.

The new Regulation format has been designed to have a logical and more cohesive progression within each section and from one section to the next. The language is more readable and has also been updated for better clarity to avoid inconsistent application.

While there are parallel and similar sections in the 2008 Regulations and these new Personnel Regulations, the difference in format as well as the new sections and multiple changes are significant - not just a simple line item change.

Therefore, we are asking that these City of Valdez Personnel Regulations 2021 be adopted and the 2008 Regulations are retired.

CITY OF VALDEZ, ALASKA

RESOLUTION NO. 21-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ,
ALASKA, ADOPTING THE CITY OF VALDEZ PERSONNEL
REGULATIONS AND CREATING AN EFFECTIVE DATE

WHEREAS, Valdez Municipal Code Chapter 2.08 – City Manager, mandates that “The City Manager shall have the power, subject to council approval, to make or amend rules and regulations relating to...all of the employees of the city; except that no rule or regulation shall contravene the principles that the employment of city personnel shall be on the basis of merit and fitness...,” and,

WHEREAS, Section 2.08.040 (B) “Regulation of Personnel”, mandates these rules and regulation to be on file and available for inspection in the offices of the City Clerk and shall also be available in pamphlet form entitled, “City of Valdez-Personnel Regulations; and,

WHEREAS, Resolution No. 08-79 adopted the most recent version of the Personnel Regulations in 2008; and,

WHEREAS, the Employee Relations Team was heavily involved in the formulation of this document and all city employees were given multiple opportunities for review and input.

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

Section 1. The City does hereby approve and adopt the updated and revised City of Valdez Personnel Regulations as attached.

Section 2. Resolution No. 08-79 and all previous versions of the City’s Personnel Regulations are hereby rescinded.

Section 3. This Resolution is affective upon adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 2nd day of March, 2021.

CITY OF VALDEZ ALASKA

Sharon Scheidt, Mayor

ATTEST:

Sheri L. Pierce, MMC, City Clerk

INTRODUCTORY STATEMENT

These Personnel Regulations (“Regulations”) provide information about working conditions, Employee benefits, and policies affecting employment. Please read, understand, and comply with all provisions of these Regulations. These Regulations describe many of your responsibilities as an Employee and outline programs developed by the City of Valdez (“City”) to benefit Employees. One of the City’s objectives is to provide a work environment that is conducive to both personal and professional growth. The City reserves the right to revise, supplement, or rescind these Regulations as necessary. Employees will be notified of such changes to the Regulations as they occur. Per Valdez Municipal Code (“VMC”) 2.08.040, the City Manager shall have the power, subject to council approval, to make or amend rules and regulations relating to hiring and discharge, working conditions, hours and terms of employment, retirement and insurance plans, classification, compensation, leave and the like of all of the employees of the City.

EMPLOYEE ACKNOWLEDGEMENT FORM

These Regulations describe important information about my employment with the City and my responsibilities as a City Employee. I understand that I should consult Human Resources regarding any questions not answered in these Regulations.

I acknowledge that revisions to these Regulations may occur. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing Regulations.

I have received these Regulations, and I understand that it is my responsibility to read and comply with these Regulations and any revisions thereto.

EMPLOYEE'S SIGNATURE: _____

EMPLOYEE'S NAME (printed): _____

DATE: _____

Table of Contents

- SECTION 1 GENERAL PROVISIONS..... 7**
 - 1.1 Purpose and Authority 7
 - 1.101 Governing Body:..... 7
 - 1.102 City Administration: 7
 - 1.2 Revision and Amendment..... 7
 - 1.3 Application of Regulations 8
- SECTION 2 ETHICS AND CONDUCT 9**
 - 2.1 Ethics and Conduct Generally 9
 - 2.2 Business Conflicts of Interest 9
 - 2.3 Employment of Relatives and Domestic Partners 10
 - 2.4 Outside Employment 11
- SECTION 3 EQUAL OPPORTUNITY AND ANTI-HARASSMENT..... 11**
 - 3.1 Equal Employment Opportunity and Anti-Discrimination 11
 - 3.2 Americans with Disability Act (ADA) and Reasonable Accommodation..... 12
 - 3.3 Diversity and Inclusion 13
 - 3.4 Anti-Harassment Policy 13
 - 3.401 General Anti-Harassment Policy. 13
 - 3.402 Anti-Sexual-Harassment Policy. 14
 - 3.5 Equal Opportunity, Discrimination, and Harassment Employee Complaint Procedures 14
- SECTION 4 WORKPLACE SAFETY 15**
 - 4.1 Workplace Violence Prevention..... 15
 - 4.101 Horseplay, fighting, and other conduct that puts others in danger. 16
 - 4.102 Threatening, Intimidation, Coercion..... 16
 - 4.103 Reporting Workplace Violence 16
 - 4.2 Commitment to Safety..... 16
 - 4.3 Work Related Incidents or Injuries and Workers' Compensation Insurance..... 17
 - 4.4 Security Provisions 18
 - 4.5 Smoking, Tobacco, and Vaping in the Work Place..... 18
 - 4.6 Controlled Substance and Alcohol Policy..... 19
 - 4.601 Drug and alcohol-free work environment. 19
 - 4.602 Use and possession of lawful prescribed or over the counter (OTC) medications..... 19
 - 4.603 Compliance Expectations. 19
 - 4.604 Treatment Referral and Reasonable Accommodations under ADA/ADAA: 20

4.605	Consequences of a Positive Test or Performance of a Prohibited Act:	21
4.606	Record Retention and Reporting.	21
4.7	Emergency Closings	21
SECTION 5	EMPLOYMENT PROCEDURE.....	22
5.1	Hiring Authority.....	22
5.2	Recruitment and Selection.....	22
5.201	Departmental and Internal Promotion:	23
5.202	External Recruitments:.....	23
5.203	Re-employment of previous Employees	24
5.3	Employment Applications and Interviewing.....	24
5.301	Applications.....	24
5.302	Interviewing and Screening	24
5.4	Hiring Decision and Offers	25
5.401	Acceptances and Rejections.....	25
5.402	Proof of Employability.....	25
5.403	Employment Background Checks.....	25
5.404	Physical Examinations / Pre-Employment Controlled Substance and Alcohol Testing	25
5.405	Record Retention.....	26
5.5	Social Security Number	26
5.6	Personal Information Reporting	26
5.7	Immigration Law Compliance	26
SECTION 6	EMPLOYMENT RELATIONS.....	26
6.1	Job and Position Descriptions	27
6.101	Job Descriptions:	27
6.102	Position Descriptions	27
6.2	Orientation and Onboarding New Employees	27
6.3	Salary Administration and Compensation	28
6.4	Employment Classification.....	29
6.401	Fair Labor Standards Act (FLSA)	29
6.402	Employee Status.....	30
6.5	Introductory Period.....	31
6.6	Pay Range and Wage Adjustment	32
6.601	Merit Increase:.....	32

6.602 Transfer:	33
6.603 Promoted Employees:	33
6.604 Reclassification:	33
6.605 Demotion:	33
6.606 Reinstatement or Rehire:	33
6.607 Temporary Assignment to higher classification:	34
6.608 Rate for Temporary Supervision:	34
6.609 Employee Efficiency Incentive Program:	34
6.7 Performance Evaluation:	34
6.8 Access and Retention of Personnel and Medical Records:	36
6.801 Personnel and Medical Files	37
6.802 Access to Personnel Records:	37
6.803 Verification of Employment Requests for Current or past Employees:	38
6.9 Timekeeping:	38
6.10 Work Schedules	39
6.11 Paycheck Information	39
6.12 Overtime	40
6.13 Compensatory Time	41
6.14 Authorized Professional Time	42
6.15 Coaching and Progressive Counseling	42
6.1501 Employee Conduct and Work Rules:	42
6.1502 Coaching:	43
6.1503 Progressive Counseling:	43
6.1504 Termination for Cause:	44
6.1505 Other Potential Action:	44
6.1506 Employee Response and Documentation:	44
6.16 Problem Resolution:	45
6.17 Employment Termination	45
SECTION 7 TIME OFF AND LEAVES OF ABSENCE	46
7.1 Paid Time Off (PTO) (Personal Leave)	46
7.101 The PTO accrual rate	46
7.102 PTO Accrual computation for Rehires:	47
7.103 Request and Use of PTO:	47

7.104 Leave Cash Out:.....	47
7.105 Minimum Leave Use	48
7.106 PTO Carry-Over:	48
7.107 PTO Compassionate Leave Donations:	48
7.108 PTO Payout:.....	49
7.2 Administrative Leave	49
7.201 Jury Duty/Court Service:	49
7.202 Volunteer Leave:	49
7.203 In-house Interviews:	50
7.204 Parent-Teacher Conference Flextime:	50
7.3 Holidays.....	50
7.4 Bereavement Leave	51
7.5 Military Leave.....	52
7.6 Family Medical Leave.....	52
7.601 Infectious Disease Control Policy.....	55
7.7 Time Off to Vote.....	56
7.8 Religious Observance	57
7.9 Leave Without Pay	57
7.10 Unauthorized absences.....	58
SECTION 8 EMPLOYEE BENEFITS.....	58
8.1 Health Insurance	58
8.2 Retirement Benefits	58
8.3 Short-Term Disability and other Voluntary Benefits.....	59
8.4 Educational Assistance and Training.....	59
8.5 Employee Assistance Program (EAP)	60
8.6 Annual Clothing Allowance	61
Section 9 WORKPLACE GUIDELINES.....	61
9.1 Dress and Grooming	61
9.2 Business Travel.....	61
9.3 Loss of Driver’s License	62
9.4 Use of City Equipment and Vehicles	63
9.5 Private Vehicle Use	63
9.6 Data and Cyber Security and Acceptable Use and Social Networking:.....	64

9.601 Electronic and Digital Equipment, Internet and Information Access:	64
9.602 Social Networking:	65
SECTION 10 FORMAL COMPLAINT AND GRIEVANCE PROCEDURE	66
10.1 Citizen Complaints Regarding City Employees.....	66
10.2 Formal Complaint Procedures	66
10.3 Whistleblower Protection - Retaliation Prohibited	67
10.4 Grievance Procedure.....	68
10.5 Arbitration.....	69
10.6 Recordkeeping	69
APPENDIX A – Pay Schedule	70
APPENDIX B - Definitions.....	72

Personnel Regulations for the City of Valdez

SECTION 1 GENERAL PROVISIONS

1.1 Purpose and Authority

The purpose of these Regulations is to establish a personnel system, which will recruit, select, develop and maintain an effective and responsible workforce for the City. These Regulations have been reviewed with City Employees by way of the Employee Relations Team (ERT), approved by the City of Valdez Council, and are administered by the City Manager.

1.101 Governing Body:

The City Council is the governing body and will approve personnel regulations, including the position classification plan and pay plan. The governing body will adopt or provide for rules and regulations, resolutions or ordinances concerning personnel policies and other measures that promote the hiring and retention of capable, diligent, and honest Employees, to be administered by the City Manager.

1.102 City Administration:

The City Manager will be responsible for the preparation and maintenance of the position classification plan and the pay plan, and will perform such other duties in connection with a modern personnel program as are required. Personnel matters come before the City's Administration through Human Resources and the City Manager. The City Manager may perform any or all of these duties and responsibilities or assign them to City Employees.

1.2 Revision and Amendment

To retain necessary flexibility in the administration of policies and procedures, the City reserves the right to change, revise, or eliminate any of the policies and/or benefits described in these Regulations.

These Regulations supersede all existing policies and practices. These Regulations will be periodically reviewed and updated as necessary. Per VMC 2.08.040, the City Manager shall have the power, subject to council approval, to make or amend rules and regulations relating to hiring and discharge, working conditions, hours and terms of employment, retirement and insurance plans, classification, compensation, leave and the like of all of the employees of the City. If information contained in these Regulations is found to be internally inconsistent, conflicts with City, State, or Federal law, or minor adjustments/changes are required, the City Manager shall have the authority to make such administrative revisions.

The most current Personnel Policies and Regulations will remain in one location on the City's file share server, or other appropriate technology location that Employees can access. Human Resources will make approved changes to this document, and save it to the file share server or technology location. An e-mail or other notification will then be sent to all City Employees

regarding the changes to the document. This process will replicate with all approved changes to the Personnel Regulations.

1.3 Application of Regulations

These Regulations will apply, unless otherwise noted herein, to all Employees, subject to the authority of the City Manager. The City Manager will establish lines of authority and areas of responsibility as provided in the Valdez Municipal Code (“VMC” or “City Code”) and as shown on an organizational chart, to the extent necessary, to assure compliance with these regulations. City Employees are protected from arbitrary discharge.

The City Manager will supervise the application of these Regulations. Nothing contained herein is intended to usurp, contravene, or otherwise diminish the City Manager’s authority as set forth in the City Charter and City Code but rather serve as regulations to be administered in accordance with that authority. The City Manager has authority to:

- A. Determine the levels and standards of service to be offered by the City;
- B. Retain full and exclusive authority for the management of City operations;
- C. Determine the standards of selection for employment;
- D. Direct City Employees;
- E. Subject to City Council approval where required, make or amend personnel rules and regulations relating to hiring and discharge, working conditions, hours and terms of employment, retirement and insurance plans, compensation, and leave;
- F. Take disciplinary action;
- G. Relieve Employees from duty because of lack of work or for other legitimate reasons;
- H. Maintain the efficiency and economy of governmental operations;
- I. Determine the methods, means, and Employees by which government operations are to be conducted;
- J. Create, change, and abolish offices, departments, or agencies and to assign additional functions or duties to offices, departments, or agencies and to transfer functions, or duties from such office, department, or agency to another and to distribute the work of departments or divisions thereof;
- K. Adopt and amend a classification plan and allocate and reallocate Employees to positions within the plan;
- L. Take all necessary actions to carry out the City’s mission in emergencies; and
- M. Exercise complete control and discretion over the City’s organization and the technology utilized to perform the City’s work.

The City Manager will place into effect these Regulations and all City Council approved amendments.

All Employees, in any capacity, of the City are required to become familiar with and abide by these Regulations. Any situation or question about employment that is not in these Regulations should be directed to Human Resources or to the City Manager.

SECTION 2 ETHICS AND CONDUCT

2.1 Ethics and Conduct Generally

Employees owe a duty to the City to act in a way that will merit the continued trust and confidence of the public. The successful operation and reputation of the City is built upon the principles of fair dealing and ethical conduct of our Employees. Integrity and excellence requires careful observance of the spirit and letter of all applicable laws and regulations, as well as a regard for the highest standards of conduct and personal integrity.

All City Employees are required to familiarize themselves with the Code of Ethics set forth in Chapter 2.24 of the City Code and at all times conduct themselves in accordance with its provisions.

Compliance with this policy of ethics and conduct is the responsibility of every City Employee. Disregarding or failing to comply with this standard of ethics and conduct could lead to disciplinary action, up to and including termination of employment.

The City will comply with all applicable laws and regulations and expects all City employees including the City Manager, Assistant City Managers, City Clerk, Department Directors, and Supervisors to conduct business in accordance with the letter, spirit, and intent of all relevant laws and to refrain from any illegal, dishonest, or unethical conduct. In general, the use of good judgment, based on high ethical principles, will be the guide with respect to lines of acceptable conduct.

If a situation arises where it is difficult to determine the proper course of action, Employees should discuss the matter openly with their immediate supervisor or department director and, if necessary, with Human Resources or the City Manager.

2.2 Business Conflicts of Interest

The City expects all Employees to conduct themselves and City business in a manner that reflects the highest standards of ethical conduct, and in accordance with all Federal, State, and City laws and regulations. This includes avoiding actual and potential conflicts of interests. An actual or potential conflict of interest occurs when an Employee is in a position to influence a decision that may result in a personal gain for that Employee or for a relative as a result of the City's business dealings.

The City recognizes and respects the individual Employee's right to engage in activities outside of employment which are private in nature and do not in any way conflict with or reflect poorly on the City.

It is not possible to define all the circumstances and relationships that might create a conflict of interest. If a situation arises where there is a potential conflict of interest, the Employee should

discuss this with their Supervisor and Human Resources for advice and guidance on how to proceed. The list below suggests some of the types of activity that indicate an actual or potential conflict of interest exists:

1. Simultaneous employment by another firm that is a supplier to the City.
2. Carrying on City business with a firm in which the Employee, or a close relative of the Employee, has a substantial ownership or interest.
3. Holding substantial interest in, or participating in the management of, a firm that the City provides services, materials, equipment, or supplies to or from which the City procures services, materials, equipment, or supplies.
4. Borrowing money from customers or firms, other than recognized loan institutions, from which the City procures services, materials, equipment, or supplies.
5. Accepting gratuities or substantial gifts or excessive entertainment from an outside organization or agency (see VMC 2.24.030(G)).
6. Misusing privileged information or revealing confidential data outside appropriately prescribed laws and guidelines.
7. Using one's position in the City or knowledge of its affairs for personal gains.
8. Engaging in practices or procedures that violate antitrust laws, commercial bribery laws, copyright laws, discrimination laws, campaign contribution laws, or other laws regulating the conduct of City business.

2.3 Employment of Relatives and Domestic Partners

The employment of relatives in the same area of an organization may cause serious conflicts and problems with favoritism and Employee morale. In addition to claims of partiality in treatment at work, personal conflicts from outside the work environment can be carried over into day-to-day working relationships.

An Employee of the City may be hired only if they will not be working directly for or supervising a relative. No appointments or work transfers will be made that would place an Employee in a direct supervisory relationship with a related person. A direct supervisory relationship is one in which one Employee approves, directs or reviews the work of another Employee.

The City reserves the right to take prompt action if an actual or potential conflict of interest arises involving relatives or individuals involved in a dating relationship who occupy positions at any level (higher or lower) in the same line of authority.

For purposes of this Regulation, related person means a spouse; parents; step-parents; brothers, sisters and their spouses; step-brothers, step-sisters and their spouses; children and their spouses; fathers-in-law; mothers-in-law; sisters-in-law; brothers-in-law; grandparents and their spouses; grandchildren and their spouses or children; stepchildren and their spouses; grand-

stepchildren and their children; aunts; uncles; nieces; nephews; and unrelated Employees residing together or otherwise engaged in a close personal relationship (such as domestic partner, co-habitant or significant other). This policy applies to all Employees without regard to the gender or sexual orientation of the individuals involved.

If a relative relationship is established after employment or if two or more Employees become related persons and the circumstance described above applies, the Department Director will make every attempt to change the reporting relationship to an unrelated Supervisor in the Department. If no such opportunity exists, the individuals concerned will be given the opportunity to decide who is to be transferred to another available position or to resign. If the affected Employees do not voluntarily resolve the situation within 90 days, the Employee with the longest tenure of employment with the city will be retained.

In other cases where a conflict or the potential for conflict arises because of the relationship between Employees, even if there is no direct line of authority or reporting involved, the Employees may be separated by reassignment or terminated from employment as set forth in this Section.

Employees are required to disclose possible conflicts so that the City may assess and prevent potential conflicts. If there are any questions whether an action or proposed course of conduct would create a conflict of interest refer to Chapter 2.24 of the City Code or contact Human Resources for more information.

2.4 Outside Employment

An Employee may hold a job with another organization as long as the Employee satisfactorily performs job responsibilities with the City and so long as the outside employment does not violate the Conflict of Interest regulations herein stated or set forth in Chapter 2.24 of the City Code, which sets forth the City's Code of Ethics. Employees are prohibited from engaging in outside employment activities while on the job or using City time, supplies or equipment in the outside employment activities.

All Employees will be judged by the same performance standards and will be subject to the City's scheduling demands, regardless of any outside work requirements.

If the City determines that an Employee's outside work interferes with performance or the ability to meet the requirements of the City, the Employee may be asked to terminate the outside employment if they wish to remain employed with the City. Outside employment will present a conflict of interest if it has an adverse impact on the City.

SECTION 3 EQUAL OPPORTUNITY AND ANTI-HARASSMENT

3.1 Equal Employment Opportunity and Anti-Discrimination

The City is an equal opportunity employer committed to providing equal employment opportunity and anti-discrimination pursuant to Title VII of the 1964 Civil Rights Act as amended

by the Equal Opportunity Act of 1972. Under no circumstances will the City discriminate in employment opportunities or practices on the basis of sex, race, creed, color, ancestry, national origin, gender, sexual orientation, marital or domestic partnership status, religion, age, disability, gender identity, results of genetic testing, or service in the military or any other protected classes under relevant Federal, State and City laws.

To provide equal employment and advancement opportunities to all individuals, employment decisions and personnel administration at the City will be based on merit, qualifications, and abilities of the Employee or Applicant. Employees and Applicants will likewise be treated with proper regard for their privacy and Constitutional rights as citizens.

Any Employee or Applicant who feels they have been treated unfairly or who has questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of their Supervisor, Department Director, or Human Resources.

The City expressly prohibits any form of unlawful Employee harassment or discrimination based on any of the characteristics mentioned above. Improper interference with the ability of other Employees to perform their expected job duties is prohibited.

3.2 Americans with Disability Act (ADA) and Reasonable Accommodation

The City is committed to complying fully with the Americans with Disabilities Act (ADA), the Americans with Disability Act as Amended (ADAAA), and State and City laws. The City does not discriminate based upon disability and ensures equal opportunity in employment decisions for all qualified persons regardless of disability.

To ensure equal employment opportunities to qualified individuals with a disability, The City will make reasonable accommodations for the known disability of an otherwise qualified individual, unless undue hardship on the operation of the City business would result. All decisions with regard to reasonable accommodation shall be made by the City Manager. Employees who are assigned to a new position as a reasonable accommodation will receive the salary for their new position. The Americans with Disabilities Act does not require the City to offer permanent “light duty,” relocate essential job functions, or provide personal use items such as eyeglasses, hearing aids, wheelchairs, etc.

Employees who may require a reasonable accommodation should contact Human Resources.

Employees should also offer assistance, to the extent possible, to any member of the public who requests or needs an accommodation when visiting City facilities. Any questions concerning proper assistance should be directed to the Human Resources Department

Human Resources is responsible for administering this policy.

3.3 Diversity and Inclusion

The City is committed to fostering, cultivating and preserving a culture of diversity, equity and inclusion.

The City's practices and policies, including but not limited to: recruitment and selection; compensation and benefits; professional development and training; promotions; transfers; social and recreational programs; layoffs; terminations; and the ongoing development of a work environment, are built on the premise of diversity, equity, and inclusion that encourages and expects:

- Respectful communication and cooperation between all Employees.
- Teamwork and Employee participation, permitting the representation of all groups and Employee perspectives.
- City and Employee contributions to the Valdez community to promote a greater understanding and respect for diversity, equity and inclusion.

All Employees have a responsibility to treat others with dignity and respect at all times. All Employees are expected to exhibit conduct that reflects inclusion during work, at work functions on or off the work site, and at all other City-sponsored and participative events. Employees shall participate in diversity and inclusion training to enhance their knowledge to fulfill this responsibility.

3.4 Anti-Harassment Policy

The City is committed to providing a work environment that is free from all forms of discrimination and conduct that can be considered harassing, coercive, or disruptive. Actions, words, jokes, or comments based on an individual's sex, race, creed, color, ancestry, national origin, gender, sexual orientation, marital or domestic partnership status, religion, age, disability, gender identity, results of genetic testing, or service in the military or any other protected classes under relevant Federal, State and City laws.

3.401 General Anti-Harassment Policy.

Harassment is conduct that has the purpose or effect of creating an intimidating, hostile, or offensive work environment; has the purpose or effect of substantially and unreasonably interfering with an individual's work performance; or otherwise adversely affects an individual's employment opportunities because of the individual's sex, race, creed, color, ancestry, national origin, gender, sexual orientation, marital or domestic partnership status, religion, age, disability, gender identity, results of genetic testing, or service in the military or any other protected classes under relevant Federal, State and City laws.

Conduct that may constitute unlawful harassment includes, but is not limited to: epithets; slurs; jokes; pranks; innuendo; comments; written or graphic material; stereotyping; or other threatening, hostile, or intimidating acts.

If an Employee is witness to or believes that the Employee has experienced harassment, the Employee must immediately notify their Supervisor, Department Director, or Human Resources. Supervisors are expected to immediately notify their Department Director or Human Resources of any complaints or notifications they receive.

3.402 Anti-Sexual-Harassment Policy.

It is the City's policy to prohibit sexual harassment. The City prohibits sexual harassment from occurring in the workplace or at any other location at which City sponsored activity takes place. Sexual Harassment of non-Employees by City Employees is also prohibited.

Sexual harassment (both overt and subtle) is a form of Employee misconduct that is strictly prohibited. The following is a partial list of sexual harassment examples:

- Unwelcome sexual advances (either verbal or physical);
- Offering employment benefits in exchange for sexual favors;
- Making or threatening reprisals after a negative response to sexual advances;
- Visual conduct that includes leering, making sexual gestures, or displaying of sexually suggestive objects or pictures, cartoons or posters;
- Verbal conduct that includes making or using derogatory comments, epithets, slurs, or jokes;
- Verbal sexual advances, propositions, or innuendo;
- Verbal abuse of a sexual nature, graphic verbal commentaries about an individual's body, sexually degrading words used to describe an individual, or suggestive or obscene letters, notes, or invitations;
- Any such similar behavior via electronic medium such as email, text, social media, etc.;
- Physical conduct that includes touching, assaulting, or impeding or blocking movements;
- Inquiries into one's sexual experiences; and
- Discussion of one's sexual activities.

If an Employee is witness to or believes that the Employee has experienced sexual harassment, the Employee must immediately notify their Supervisor, Department Director, or Human Resources. See the Employee Complaint Procedures set forth in Sections 3.5 and 10.2.

3.5 Equal Opportunity, Discrimination, and Harassment Employee Complaint Procedures

Notifying the City of any problems related to equal employment opportunity, discrimination, harassment, or other violations of these Regulations is essential. The City cannot resolve such problems unless they are reported. Therefore, it is the responsibility of all Employees to report such problems so that the City may take measures necessary to correct them.

Employees who observe actions they believe to constitute a violation of equal employment opportunity policies, discrimination, harassment, sexual harassment, or other violation of these

Regulations should immediately report the matter using the Formal Complaint procedures outlined in Section 10.

Reporting of such incidents is encouraged when either an Employee feels that he or she is subject to such incidents or an Employee observes such incidents involving other Employees. Employees should report incidents in writing, but may make a verbal complaint at their discretion. If the Employee has any questions about what constitutes harassment, sexual harassment, or any other workplace wrongdoing, the Employee may ask their Supervisor, Department Director, or Human Resources. All reports of harassment, sexual harassment, or other wrongdoing will be promptly investigated by the City Manager, Human Resources, or other person assigned by the City Manager who is not involved in the alleged harassment or wrongdoing.

No Employee will be penalized in any way for reporting a complaint in good faith. There will be no discrimination or retaliation against any individual who files a good faith equal opportunity, discrimination, or harassment complaint, even if the investigation produces insufficient evidence to support the complaint, and even if the charges cannot be proven. There will be no discrimination or retaliation against any other individual who participates in the investigation of a complaint.

If the investigation substantiates the complaint, appropriate corrective and/or disciplinary action will be swiftly pursued. Disciplinary action, up to and including termination, will also be taken against individuals who make false or frivolous accusations, such as those made maliciously or recklessly.

Actions taken internally to investigate and resolve equal opportunity, discrimination, or harassment complaints will be conducted confidentially to the extent practicable and appropriate in order to protect the privacy of persons involved. Any investigation may include interviews with the parties involved in the incident, and if necessary, with individuals who may have observed the incident or conduct or who have other relevant knowledge.

SECTION 4 WORKPLACE SAFETY

4.1 Workplace Violence Prevention

The City will not tolerate workplace violence. This includes any violence or threats made on City property, at City events, or under other circumstances that may negatively affect the City's ability to conduct business.

Prohibited conduct includes but is not limited to:

- Causing physical injury to another person;
- Making threatening remarks;
- Aggressive, hostile, or bullying behavior that creates a reasonable fear of injury to another person or subjects another individual to emotional distress;
- Intentionally damaging City property or property of another Employee; or
- Committing acts motivated by, or related to, sexual harassment or domestic violence.

Employees should bring their disputes or differences with other Employees to the attention of their Supervisors, Department Director, Human Resources, or the City Manager, before the situation escalates into potential violence.

4.101 Horseplay, fighting, and other conduct that puts others in danger.

All Employees should be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, horseplay, or other conduct that may be dangerous to others.

4.102 Threatening, Intimidation, Coercion.

Conduct that threatens, intimidates, or coerces another Employee, a customer, or a member of the public at any time, including off-duty periods, will not be tolerated. This prohibition includes all acts of harassment, including harassment that is based on an individual's sex, race, creed, color, ancestry, national origin, gender, sexual orientation, marital or domestic partnership status, religion, age, disability, gender identity, results of genetic testing, or service in the military or any other protected classes under relevant Federal, State and City laws.

4.103 Reporting Workplace Violence

All threats of or actual violence, both direct and indirect, should be reported as soon as possible to the Employee's immediate Supervisor and Human Resources. This includes threats by Employees, as well as threats by vendors, solicitors, or other members of the public.

Do not place yourself or others in peril. If the situation warrants, call 911 immediately.

When reporting a threat of violence, Employees should be as specific and detailed as possible. All suspicious individuals or activities should be reported as soon as possible to a Supervisor and Human Resources.

The City will promptly and thoroughly investigate all reports of threats of or actual violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as is practical. In order to maintain workplace safety and the integrity of its investigation, the City may suspend Employees, either with or without pay, pending investigation.

Anyone determined to be responsible for threats of or actual violence or other conduct that is in violation of these regulations will be subject to prompt disciplinary action, up to and including termination of employment and may face legal charges. Disciplinary action, up to and including termination, will also be taken against individuals who make false or frivolous accusations, such as those made maliciously or recklessly.

4.2 Commitment to Safety

The City is committed to providing a safe and healthy work environment. The City is equally committed to the safety of the public.

The City will provide information to Employees about workplace safety and health issues through regular internal communication channels. Employees will receive periodic workplace safety training.

Employees are responsible for obeying safety rules, exercising caution in all work activities, and using available safety devices including personal protective equipment. Employees must immediately report any unsafe condition, practice, procedure or act to the appropriate Supervisor. Employees who violate safety standards, cause hazardous or dangerous situations, fail to report or, where appropriate, remedy such situations, may be subject to disciplinary action, up to and including termination of employment.

4.3 Work Related Incidents or Injuries and Workers' Compensation Insurance

The City provides a comprehensive Workers' Compensation insurance program at no cost to Employees. Employees who sustain work-related injuries or illness are eligible for a medical leave of absence for the period of disability in accordance with all applicable laws covering occupational disabilities. This program covers any injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment.

Employees who sustain work-related injuries or illnesses will notify their immediate Supervisor or Department Director, and complete a Workers' Compensation claim form. If the Employee is unable to complete the form due to incapacitation or other extenuating circumstance the notified Supervisor will complete the form. No matter how minor an on-the-job injury may appear, it is important for it to be reported immediately. This will enable an eligible Employee to qualify for coverage as quickly as possible. The claim form shall be submitted to the Human Resources office within 24 hours. For serious injury resulting in medical treatment (other than minor first aid), hospital admittance, death, or dismemberment, immediate notice to Human Resources is required. Subject to section 4.6 of these Regulations, employees involved in a workplace injury or incident may be subject to controlled substance testing.

Subject to applicable legal requirements, workers' compensation insurance provides benefits after a short waiting period of three days. Therefore, up to three days of Administrative Leave will be granted following an injury.

Workers' compensation benefits (paid or unpaid) will run concurrently with FMLA leave, if applicable and where permitted by State and Federal law.

The Employee may choose to take all or a portion of available PTO, or Comp. Time if desired, to retain all benefits not covered by Workers' Compensation Benefits. The Employee will not be required to return any Workers' Compensation pay to the City during this use of PTO or Comp. Time.

The Employee will be placed on Leave Without Pay when all PTO and Comp. Time has been exhausted or if the Employee chooses not to utilize such paid leave. While on Leave Without Pay, the Employee's Retirement Benefits and PTO accrual are suspended, but health insurance at the percentage the City normally pays will be continued for a maximum of six months. The Employee will be required to pay their percentage of the health insurance coverage. Any elective coverage must be paid by the Employee. Employees determined by Workers' Compensation to be partially or fully disabled should contact Human Resources for information about benefits including retirement benefits.

Neither the City nor the Workers' Compensation insurance carrier will be liable for the payment of Workers' Compensation benefits for injuries that occur during an Employee's voluntary participation in any off-duty recreational, social, or athletic activity sponsored by the City.

Prior to an Employee returning to duty following a serious illness, injury, or after any significant medical procedure, Human Resources will require a physician's statement verifying fitness to return to work. In order to assist Employees in returning to work as soon as possible, light duty work options will be considered in all departments.

The Human Resource Department is responsible for administering this policy and will develop and maintain standard operating procedures for administration of the policy that adhere to current best practices and are in compliance with State and Federal laws including record keeping and reporting Training will be provided annually to all Employees on the procedures or when needed as changes occur.

4.4 Security Provisions

All City work environments should be free of illegal drugs, alcohol, explosives or other unauthorized hazardous or illegal materials. To this end, the City prohibits the possession, transfer, sale, or use of such materials on its premises. The City requires the cooperation of all Employees in administering this regulation. Desks and other storage devices may be provided for the convenience of Employees, but remain the sole property of the City. Accordingly, any authorized agent or representative of the City can inspect them, as well as any articles found within them, at any time, either with or without prior notice.

4.5 Smoking, Tobacco, and Vaping in the Work Place

Smoking and the use of electronic nicotine-delivery-system products (also known as vaping,) and other tobacco product (such as chewing tobacco) is prohibited throughout the workplace. Smoking, vaping, and tobacco use is permitted in designated areas only, and not within 20-feet of the building or workspace. This policy applies equally to all Employees, customers, and visitors. Smoking, vaping and the use of other tobacco products is prohibited in any City vehicle or equipment.

4.6 Controlled Substance and Alcohol Policy

In compliance with the Drug-Free Workplace Act of 1988, the City is committed to providing a safe, healthy and productive work environment.

4.601 Drug and alcohol-free work environment.

It is the policy of the City to maintain a drug and alcohol-free work environment that is safe and productive for Employees and others having business with the City.

The following conduct is prohibited:

- A. The unlawful use, manufacture, possession, purchase, sale, distribution, or being under the influence of any controlled substance is prohibited while in any City workplace or while performing any work for the City is prohibited.
- B. Reporting to work or performing work for the City under the influence of alcohol, marijuana, or other controlled substances or consuming alcohol, marijuana, or other controlled substances while on duty or during work hours.
- C. Off-premises use of alcohol, marijuana, or other controlled substances, in violation of the compliance expectations under subsection 4.603 when these activities adversely affect job performance or job safety.

The City reserves the right to inspect all portions of its premises for alcohol, marijuana, or other contraband as directed by the City Manager and Human Resources.

Employees who are convicted of, plead guilty to, or are sentenced for a crime involving alcohol, marijuana, or other controlled substances after their date of hire are required to report the conviction, plea, or sentence to Human Resources within five days.

Human Resources is responsible for administering this policy. Violations of this policy may lead to disciplinary action, up to and including immediate termination of employment and/or required participation in a substance abuse rehabilitation or treatment program. This applies to every type of Employee within the City. Such violations may also have legal consequences.

4.602 Use and possession of lawful prescribed or over the counter (OTC) medications.

This policy does not prohibit Employees from the lawful use and possession of prescribed or over the counter (OTC) medications. Employees must, however, consult with their physician regarding the medications effect on their fitness for duty and ability to work safely. Employees must promptly disclose any work restrictions to Human Resources. Employees reporting to work impaired may be in violation of this policy.

4.603 Compliance Expectations.

To ensure compliance with this policy, controlled substance testing may be conducted in the following situations:

- A. **Pre-employment:** Certain positions, as detailed by the applicable job description, require pre-employment controlled substance testing. Following a conditional offer of employment but prior to commencing work in one of these positions, the Applicant shall be required to undergo and pass a physical examination by a provider designated by the City.
- B. **For Cause:** Upon reasonable suspicion that the Employee is under the influence of alcohol, marijuana, or other controlled substances that could affect or has adversely affected the Employee's job performance or put the Employee's or others' safety at risk.
- C. **Post-Accident:** Employees may be subject to testing when the Employee causes or contributes to an accident that damages City owned vehicles, machinery, equipment or property or, while operating a City vehicle or equipment, they cause such damage to the property of others. Employees shall be tested when an accident results in an injury to themselves, another Employee, or citizen requiring offsite medical attention
- D. **Random:** As authorized or required by Federal or State law.

Compliance with this policy is a condition of employment. Employees who test positive or who refuse to submit to controlled substance testing as required under section 4.603 will be subject to discipline, up to and including termination. Notwithstanding any provision herein, this policy will be enforced at all times in accordance with applicable Federal, State and City law.

Prior to testing, Employees and Applicants will receive a copy of this Controlled Substance and Alcohol policy. Employees will acknowledge receipt of this policy and participation in any required training. Applicants will sign a testing consent form, which includes acknowledgment that the Applicant understand the controlled substance testing requirements.

The Federal Motor Carrier Safety Administration (FMCSA), along with the Department of Transportation (DOT), requires that the City and its Employees subject to the commercial driver's license (CDL) requirements follow specific alcohol and controlled substance testing regulations. FMCSA and DOT regulations include procedures for testing, frequency of tests, and substances tested for. For positions requiring a CDL, Federal thresholds will supersede State or City thresholds for positive tests. Any Employee subject to CDL requirements who tests positive or performs an act prohibited under this policy will be immediately removed from performing safety-sensitive functions. Safety-sensitive function has the meaning set forth in 49 CFR § 382.107.

4.604 Treatment Referral and Reasonable Accommodations under ADA/ADAA:

Employees, who voluntarily come forth, and not as a result of controlled substance testing (as set forth in 4.603) or corrective or disciplinary action, may bring their questions or concerns about substance dependency or abuse to their Supervisor, Department Director or Human Resources without fear of reprisal. Such Employees may be eligible to receive assistance or referral to appropriate resources.

Under ADA /ADAA in accordance with Section 3.2, the City will provide reasonable accommodation as appropriate. Such Employees may be allowed to use accrued PTO or Comp Time or be placed on unpaid leaves of absence (if no accrued time is available). They may also be referred to treatment providers or otherwise reasonably accommodated as required by law. Use of these

resources will be at the Employee's expense to the extent the services are not covered by the Employee's insurance benefit.

- A. Employees will be required to document that they are successfully following prescribed treatment and to take and pass follow-up tests if they hold jobs that are safety-sensitive or require driving, or if they have violated this policy previously.
- B. Unless otherwise required by the Family Medical Leave Act or the ADA/ADAA, once a controlled substance test has been initiated under section 4.603, the Employee will have forfeited the opportunity to be granted a leave of absence for treatment and will face disciplinary action, up to and including termination.

4.605 Consequences of a Positive Test or Performance of a Prohibited Act:

A positive controlled substance test result will include: test results out of compliance with current accepted limits under State or Federal law (dependent on the substance and jurisdiction); refusal to test; and may also include diluted tests or out of temperature tests. Employees or Applicants testing positive (other than for refusal to test) will be notified by the testing facility and be given an opportunity to discuss or dispute the results with the Medical Review Officer (MRO) assigned by the testing facility.

If an Applicant refuses to take a required controlled substance test or tests positive for one or more controlled substance, the job will not be offered to the Applicant.

An Employee that refuses a controlled substance test required under section 4.603 or tests positive for one or more controlled substances, will face disciplinary action, up to and including termination.

If controlled substance test results for cause and post-accident tests are not immediately available, the Employee may be suspended and be placed on Leave Without Pay pending the results. Should the results prove to be negative, the Employee will receive back pay for the times/days of suspension.

Supervisory personnel who administer this policy in a manner inconsistent with the policy will be subject to disciplinary action.

4.606 Record Retention and Reporting.

All controlled substance testing records will be maintained by Human Resources in the Employee's medical file. Such records are considered confidential, access will be controlled and will be maintained according to the City approved retention schedule.

4.7 Emergency Closings

The City Manager has the discretion to declare an Emergency Closing for incidents affecting the life, health and safety of Employees or events that disrupt city operations. The City Manager

maintains the authority to authorize closing of some departments or the entire government in light of such incidents.

If an emergency occurs during nonworking hours, The City Public Information Officer will post notification of the closing on the City Website, and via local media (such as local radio station(s) social media boards etc. as available).

When operations are officially closed due to emergency conditions, the time off from scheduled work may be paid or unpaid as authorized by the City Manager. If the City Manager determines that the time off will be unpaid, Employees can use available PTO or accrued Comp Time during the emergency closure.

SECTION 5 EMPLOYMENT PROCEDURE

5.1 Hiring Authority

In accordance with the City Code, the positions of the City Manager and City Clerk are positions appointed by the City Council. These individuals serve at the pleasure of the City Council and these positions may be terminated At Will, with or without cause. These positions are contract Employees and they negotiate terms of employment directly with the City Council. The City Council will use the established contracts as a guide regarding the management of these positions and the City Council will act in a supervisory capacity for the City Manager and the City Clerk.

The Deputy City Clerk is a position appointed by the City Council with recommendation from the City Clerk. The Deputy City Clerk reports to the City Clerk and is a contract Employee and negotiates terms of employment directly with the City Council. This position cannot be arbitrarily discharged from employment. The City Council will use the established contract as a guide regarding the management of this position.

The City Manager will have hiring and supervisory authority over all other regular Employee positions and temporary Employees. Appointments will be recommended by the Department Director, and approved by the City Manager or Designee. In order to attract highly qualified individuals for key positions within the City, the City Manager will have the discretion for designating the entry step and other benefits for all positions depending on education, experience, and whether it is in the best interests of the City.

5.2 Recruitment and Selection

The City will develop and conduct an active recruitment program designed to meet current and projected organizational needs. Recruitment will be tailored to the various classes of positions to be filled and directed to sources likely to yield qualified Applicants. Each Department Director will do their best to anticipate all vacancies within the department, and notify Human Resources of departmental needs. The Department Director will consult Human Resources and the City Manager to determine if the position should be filled internally or externally as further outlined.

All recruitment and selection steps will be in compliance with the Equal Opportunity Employment Commission's (EEOC) guidelines. The City will make reasonable accommodations to known physical and mental limitations of all Applicants with disabilities, provided that the Applicant is otherwise qualified to safely perform the essential functions of his or her job and also provided the accommodation does not impose an unreasonable hardship on the City.

In an effort to recruit and retain qualified individuals the City will grant employment preference to internal Applicants, to Applicants who are residents of the City and surrounding area, or residents of the State of Alaska, where their qualifications are comparable to the most qualified non-resident Applicant.

City Employees must be able to respond promptly to a wide range of governmental and community needs. Therefore, the City may need to call Employees into work within a reasonable time period and may require certain Employees to reside within the Valdez City limits where their job description or responsibilities require; exceptions may be made with approval of department director.

5.201 Departmental and Internal Promotion:

The City may provide current Employees an opportunity to indicate their interest in open positions and opportunities to advance within the organization according to their skills and experience. The City recognizes the value to the organization of filling vacant positions with existing Employees to achieve the most efficient use of Employees while promoting Employee morale.

Promotions from within are encouraged for high quality Employees. The City may, therefore, provide career paths for promotion within a department without need to advertise or post the position (Departmental Promotion) or provide hiring preferences for promotional and vacant positions to existing Employees in other departments (Internal Promotion).

Open positions may be posted internally prior to being opened to the public. This internal advertising process is available to Regular Full-Time, Regular Part-Time, Regular Seasonal, and, Temporary Employees.

Temporary Employees who have gone through a competitive hiring process may be appointed to a Regular position through the Departmental Promotion process so long as the Employee meets the qualifications of the position, is in good standing with satisfactory performance, and the position is in the same department or same job classification as their current work assignment.

5.202 External Recruitments:

All Regular Full-Time, Regular Part-Time and Regular Seasonal positions not filled through a departmental promotion or internal promotion, will be advertised for at least two weeks. Openings will be posted on the City website, at City Hall, on the current recruitment site used by the State of Alaska, and other media outlets identified by Human Resources, in conjunction with

the hiring Supervisor and Department Director, in order to find and attract an adequate number of qualified Applicants and to create successful competition.

In the event of a Regular position vacancies, a Temporary Employee may be hired without notice or advertisement to fill a position during and until normal recruitment for that position can be completed at which time the temporary assignment will end.

5.203 Re-employment of previous Employees

Re-employment will be based on the same needs and qualifications required for the employment of any other qualified Applicant. Full or part time Regular Employees who leave the City in good standing and are re-employed by the city within 12 months may resume their previous employment status to include leave accrual rate and step assignment as of the last day of the previous employment. A former City Employee rehired after 12 months will be considered a new Employee. This resumption of benefits does not apply to service under the Public Employees' Retirement System (PERS) program.

5.3 Employment Applications and Interviewing

5.301 Applications

All Applicants must fully complete an application form. A resume will not be considered as a substitute for this form. The application is a confidential document and will not be available to anyone who is not directly involved in the hiring process, except as required by law. The City relies upon the accuracy of information contained in the employment application, as well as the accuracy of other information presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information may result in the exclusion of the Applicant from further consideration for employment or, if the person has been hired, termination of employment.

5.302 Interviewing and Screening

Human Resources will work in conjunction with the hiring Supervisor and Department Director, prior to release of applications, to develop interview questions and standards of measurement and any other assessment tool that will be used to identify the most suitable Applicant for the position.

The screening process will consist of an oral interview and may also utilize other assessment tools appropriate and consistent with the essential functions of the position such as written assessment, video interviews, practical exams, etc.

Human Resources will ensure the interview process and all screening tools will be in compliance with the EEOC guidelines.

5.4 Hiring Decision and Offers

The final hiring decision will be made by the City Manager or designee after all references and other information has been verified. Every effort shall be made to offer reasonable accommodations to known physical and mental limitations of all Applicants with disabilities, provided that the individual is otherwise qualified to safely perform the essential functions of the job and also provided that the accommodation does not impose an unreasonable hardship on the City. The employment offer will be in writing and may be hand delivered or electronically transmitted to the Applicant outlining all terms and conditions of the offer. The letter shall also establish a deadline for acceptance.

5.401 Acceptances and Rejections

If a job offer extended to an Applicant is rejected, the City Manager or Designee may extend a job offer to another Applicant or re-open the position for additional applications. Once an Applicant accepts the employment offer, all other Applicants will be notified in writing that they were not accepted for the position.

5.402 Proof of Employability

After acceptance, but before starting employment, all new Employees shall be required to fill out an employment verification form (19) and to provide acceptable proof of right to employment in the United States.

5.403 Employment Background Checks

To ensure that individuals who join the City as Employees are well qualified and have a strong potential to be productive and successful, the City may complete background checks. Background checks may include employment references, criminal history, driving records, and other employment related checks of all Applicants as dictated by the requirements of the position for which they have received a conditional offer.

Background checks will be completed following a conditional offer but prior to commencement of work. The City may choose to utilize an employment screen service in completing the background process. If a decision not to hire or promote an Applicant is made based on the results of a background check, there may be certain additional Fair Credit Reporting Act (FCRA) requirements that will be handled by Human Resources in conjunction with the third party employment screening service if used.

5.404 Physical Examinations / Pre-Employment Controlled Substance and Alcohol Testing

Pursuant to the Americans with Disabilities Act, after an offer of employment is made and prior to commencing employment, the City Manager may require Applicants to pass a physical examination in order to ensure that they can perform the duties of their position without injury to themselves or others. The same post-offer physical examination must be performed on all Applicants for a particular position. The City Manager may require periodic physical examinations to determine the Employee's continued ability to perform the duties of the position. All physical

examinations must be performed by a physician chosen by the City at the expense of the City. All medical records of Employees and Applicants are confidential and are to be maintained by Human Resources separate from the Employee's official personnel file. Medical exams may include a controlled substance and alcohol test as set forth in Section 4 of these Regulations.

5.405 Record Retention

All applications, notes made during interviews and reference checks, job offers and other documents created during hiring process must be returned to Human Resources. Documents related to the successful Applicant will be placed in the Employee's official personnel file except medical records including physical examinations must be maintained in a separate file. All records and documents related to other Applicants must be retained for at least two years. Records and documents created during the hiring process are confidential and must be retained in a secure location.

5.5 Social Security Number

To protect Employees' personal information, the City prohibits the use of Employees' Social Security numbers as a unique identifier. Social Security numbers may be included in applications or enrollment processes; or to establish, amend, or terminate an account, contract, or policy; or to confirm the accuracy of the Social Security number. The City will only use or release Social Security numbers as required by State or Federal law, and may use Social Security numbers only for internal verification or administrative purposes. As stated, the City will keep these numbers confidential for the protection of Employees and their personal information. Contact Human Resources for more information.

5.6 Personal Information Reporting

It is the responsibility of each Employee to promptly notify Human Resources of any changes in personal information. Personal mailing addresses, telephone numbers, number and names of dependents, individuals to be contacted in the event of an emergency, educational accomplishments, and other such status reports should be accurate and current at all times. If any personal information has changed, contact Human Resources.

5.7 Immigration Law Compliance

The City is committed to employing only United States citizens and aliens who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin. In compliance with the Immigration Reform and Control Act of 1986, each new Employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former Employees who are rehired must also complete the form if they have not completed an I-9 with the City within the past three years, or if their previous I-9 is no longer retained or valid. Employees may raise questions or complaints about immigration law compliance without fear of reprisal. Contact Human Resources for more information.

SECTION 6 EMPLOYMENT RELATIONS

6.1 Job and Position Descriptions

Human Resources will maintain accurate job and position descriptions for all jobs and positions within the City.

6.101 Job Descriptions:

Job Descriptions describe general duties and are used for classification purposes, to establish hiring criteria, and establish a basis for making reasonable accommodations for individuals with disabilities per ADA/ADAA guidelines.

Job descriptions are general in nature and do not necessarily include every task or duty that might be assigned. Additional responsibilities not set forth in the job description may be assigned as necessary.

Human Resources will maintain the master file of job descriptions for all classifications, and furnish copies of job descriptions as required. Human Resources will work with Department Directors to prepare job descriptions when new job classifications are requested or created. Existing job descriptions will be reviewed and revised as needed to ensure that they are up to date.

6.102 Position Descriptions

Position descriptions are used to identify the specific requirements of each position within a department, orient new Employees to their position, and set standards for Employee performance evaluations.

If regular, ongoing duties are added to an Employee's position, the position description should be updated to reflect these changes. Significant changes may require a classification review especially when pay increases for that Employee are being requested. Position descriptions may be reviewed and rewritten periodically to reflect any changes in the position's duties and responsibilities.

6.2 Orientation and Onboarding New Employees

Preparing for and welcoming new Employees is a collaborative effort that includes Human Resources, the hiring department and other teams throughout the City organization. Orientation is intended to provide appropriate guidance and information during the first several days of employment to help ensure the new Employees success. Orientation will include a tour of the appropriate facilities to acquaint the new Employee with overall operations as they relate to the specific position and introductions to Supervisors and coworkers.

This orientation process is not a replacement for onboarding of Employees to their specific role and Department, which is a more detailed and longer process.

Human Resources will provide information regarding benefits and compensation, access to the Personnel Regulations, as well as access to the Employee handbook and other policies. Human

Resources will also provide and maintain all forms that need to be reviewed and signed by the new Employee upon hire including documentation required by Federal, State, and City law.

During onboarding, department directors and Supervisors will work to acquaint the new Employee with job duties, available resources, operational processes, and specific information pertaining to how the City operates. Coworkers within the department and within other departments will also work with new Employees to help them in understanding department and governmental policies, processes, personnel and so on. Employees and directors should contact Human Resources for more information regarding onboarding.

6.3 Salary Administration and Compensation

The salary administration program at the City is intended to achieve consistent pay practices comply with Federal, State, and City laws, advance the City's commitment to Equal Employment Opportunity, and offer competitive salaries within the City's labor market. A pay schedule shall be retained in the Human Resources Department.

Because recruiting and retaining talented Employees is critical to the City's success, the City is committed to paying to its Employees, wages that reflect the requirements and responsibilities of their positions and are comparable to the pay received by similarly situated Employees in other cities, towns and boroughs across Alaska and, where necessary, in other organizations within or outside of the state.

Human Resources will review salaries and compensation regularly to ensure equity between positions and departments throughout the City. At the direction of the City Manager, Human Resources will review wages, salaries, and benefits of specific positions or job classifications by comparative studies within or outside of the organization to ensure compensation at rates that are fair and equitable. The City Manager, in accordance with PERS requirements, will have the ability to approve new or abolished position or job classifications.

Department requests for establishment of new positions or reclassification of existing positions will be submitted to Human Resources and will be accompanied by an appropriate job and position description and justification. All position reclassifications must be approved by the City Manager.

The classes of positions, as adopted and modified, will constitute the Compensation Plan and will include pay grades and pay ranges for each class. Pay Ranges are the span of wages that an Employee can earn through merit increases per their designation in the overall Compensation Plan. The pay grade is the specific wage in the range that the Employee will earn until a merit increase is gained.

Employees should bring pay-related questions or concerns to the attention of their immediate Supervisors, who are responsible for the fair administration of departmental pay practices. Human Resources is also available to answer specific questions about the Compensation Plan.

6.4 Employment Classification

In order to determine eligibility for benefits and overtime status and to ensure compliance with the Fair Labor Standards Act (FLSA), and other State and Federal laws and regulations, the City designates its Employees as shown below. The City Manager may review or change Employee designation at any time upon written notification so long as such designation complies with the FLSA.

6.401 Fair Labor Standards Act (FLSA)

Under the Federal Fair Labor Standards Act, certain Employees in managerial, supervisory, administrative, computer or professional positions are exempt from the provisions of the Act. There are also Employees who may be exempt because their compensation exceeds \$100,000 per year depending upon their job duties. The City Manager shall notify all Exempt Employees of their status under the Act.

Exempt Employees are not eligible to receive overtime compensation (this includes Comp Time accrual for overtime) and are required to work the normal workweek and any additional hours needed to fulfill their responsibilities.

All other Employees are classified as Non-Exempt and are subject to the provisions of the Act. Depending on work needs, Non-Exempt Employees may be required to work overtime. Non-Exempt Employees are not permitted to work overtime unless the overtime is budgeted and approved by their Supervisor. Non-Exempt Employees working overtime without prior approval will be subject to disciplinary action.

The City does not make improper deductions from the salaries of exempt Employees and complies with the salary basis requirements of the Fair Labor Standards Act (FLSA). Employees classified as exempt from the overtime pay requirements of the FLSA will be notified of this classification at the time of hire or change in position.

The FLSA limits the types of deductions that may be made from the pay of an exempt Employee.

A. Deductions that are permitted include:

- Deductions that are required by law, e.g., income taxes;
- Deductions for Employee benefits when authorized by the Employee;
- Absence from work for one or more full days for personal reasons other than sickness or disability;
- Absence from work for one or more full days due to sickness or disability if the deduction is made in accordance with a bona fide plan, policy or practice of providing compensation for salary lost due to illness;
- Offset for amounts received as witness or jury fees, or for military pay;
- Unpaid disciplinary suspensions of one or more full days imposed in good faith for workplace conduct rule infractions; or
- Penalties imposed in good faith for infractions of safety rules of major significance.

- B. During the first week an exempt Employee begins work for the City or during the last week of employment, if the Employee works less than a full week, the Employee will only be paid for actual hours worked. In addition, an Employee may be paid only for hours worked during a period when the Employee is using unpaid leave under the Family and Medical Leave Act (FMLA).

If an Employee classified as exempt believes that an improper deduction has been taken from his or her pay, the Employee should immediately report the deduction to Human Resources. The report will be promptly investigated and if it is found that an improper deduction has been made, the City will reimburse the Employee for the improper deduction.

6.402 Employee Status

REGULAR FULL-TIME EMPLOYEES are Employees that not in a temporary status and who are regularly scheduled to work the City's Full-Time schedule of 37.5 hours per week, a minimum of 40 hours per week for executive or salary Employees, or other schedules as approved by the City Manager. Regular Full-Time Employees are entitled to full benefits as provided by the City.

REGULAR PART-TIME EMPLOYEES are Employees that are not assigned to a temporary status and are regularly scheduled to work more than 15 hours per week but less than 37.5 hours a week. While they do receive all legally mandated benefits, they are eligible for benefits sponsored by the City, subject to the terms, conditions, and limitations of each benefit program.

REGULAR SEASONAL EMPLOYEES are Employees occupying positions on a seasonal basis that regularly require working less than a cumulative of 1,500 hours per year and are entitled to partial benefits as provided herein. Regular Seasonal Employees will be terminated or laid off between seasons and have guaranteed rehire rights, so long as the reason for termination is due to the end of the season and not for unsatisfactory performance or misconduct.

TEMPORARY EMPLOYEES are Employees who are hired as interim replacements, to temporarily supplement the work force, or to assist in the completion of a specific project. Employment assignments in this category will not exceed 1,559 hours in the look back period from November 1 to October 31. Employment beyond any initially stated period does not imply a change in employment status. Temporary Employees retain that status until they are notified of a change. While temporary Employees receive all legally mandated benefits (such as Workers' Compensation Insurance and Social Security), they are ineligible for the entirety of the City's other benefit programs and may be terminated without advanced notice and without cause. Department Directors will be responsible for differentiating between the need for temporary Employees, as opposed to regular Employees.

VOLUNTEER-FIRE-FIGHTERS are a unique designation and are entitled to stipends or volunteer retention incentive as allowed by the FLSA. Such retention incentives and stipends will be agreed upon prior to commencement of service or as part of ongoing retention initiatives approved through Human Resources by the Fire Chief and City Manager. Individuals may not volunteer in

the same department in which they are employed unless specified under the FLSA and with approval of the City Manager.

VOLUNTEERS are individuals who serve at the will of the City Manager or designee on a volunteer basis. Volunteers may be terminated without advance notice and without cause and are not entitled to any benefits unless otherwise provided for by law. Individuals may not volunteer in the same department in which they are employed unless specified under the FLSA and approved by the City Manager.

6.5 Introductory Period

All new and rehired Employees work on an introductory basis after their date of hire. Introductory Employee's performance will be evaluated to determine whether further employment in a specific position or with the City is appropriate. A probationary evaluation will be conducted at the end of the introductory period; refer to the Performance Evaluation section for procedures (6.7).

The introductory period is designed to give new Employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether they meet expectations in the position assignment. The City uses this period to evaluate Employee capabilities, work habits, and overall performance.

Upon satisfactory completion of the introductory period, Employees enter the Regular employment classification. Employees who satisfactorily complete the introductory period will be notified of their new employment classification through Human Resources.

In the event of a leave of absence The City Manager may extend the introductory period by the length of the absence. If the City determines that the designated introductory period does not allow sufficient time to thoroughly evaluate the Employee's performance, the introductory period may be extended for a specified period not to exceed six months upon review of Human Resources and approval of the City Manager. Written notice of the decision to extend the introductory period stating the reasons for the extension will be given to the Employee.

Regular Full-Time, Regular Part-Time or Regular Seasonal Employee will be subject to an introductory period of Six-Months or One-Year following the date of appointment. Each Job Description will include the introductory period for all positions within that Job Classification. Introductory periods are based on job duties, level of responsibility, FLSA classification and other distinguishing characteristics of the job.

Exceptions or changes to introductory period length based on Job Classifications will be reviewed by Human Resources and the City Manager. Any exception will be clearly stated on the Job Description and the Employee will be duly notified at time of hire/rehire or position change.

During the introductory period, a new Employee may be terminated, without cause, at the discretion of the City Manager. A new Employee who is terminated within one week after the introductory period has run will not have recourse to the grievance procedure. A promoted Employee may be returned to their former position, or an equivalent position, during this same time frame and such action will not be subject to the grievance procedure.

During the introductory period, new Employees hired into Regular Full-Time, Regular Part-Time or Regular Seasonal positions are eligible for those benefits sponsored by the City, subject to the terms, conditions, and limitations of each benefit program. Employees should read the information for each specific benefits program for the details on eligibility requirements and contact Human Resources for further information.

6.6 Pay Range and Wage Adjustment

The pay rates in the City wage schedules shall be interpreted and applied as provided below. The rates shall constitute gross pay.

Appendix A: “Bi Weekly Pay Schedule” will be updated each year as part of the Annual Budget approval process and will reflect any changes to pay ranges, scales, etc. as approved by the City Council. The City Council, in its discretion, may adjust the wage schedule to reflect an annual cost of living adjustment (COLA).

The minimum rate of each range shall be the normal entering rate, Step “A”. However, the City Manager will have the sole discretion for designating a higher step depending on education, experience, or if it is in the best interest of the City. All Employees shall be frozen at the final longevity step in their appointed range. However, after the approved waiting period (see appendix A), these Employees are eligible to receive an annual lump sum merit award of 1.5% of annual base salary as long as they satisfy all requirements of their annual performance evaluations as detailed in the Performance Evaluation section (6.7).

6.601 Merit Increase:

Upon completion of an Employee’s annual performance evaluation with an overall rating of “Meets Expectations”, the Employee shall be eligible for a merit increase, if the Employee has also successfully completed the introductory period. Merit increases shall be based solely upon performance and merit, and must be recommended by the Employee’s Department Director and approved by the City Manager. Merit increases are ordinarily limited to a one step increment merit increase annually.

Any recommendation for a step increment merit increase exceeding one step requires properly documented evidence of extraordinary performance based upon specific and unusual accomplishments or additional value added to justify the request. Approval of such a merit increase is at the sole discretion of the City Manager.

The effective date of a merit increase shall be the first day of the pay period after the merit increase is approved by the City Manager. However, a merit increase will not be effective until the Employee has served at least one year in the position.

Off cycle increases outside of the annual merit may be granted for exemplary service, completion of required training, or other reasons negotiated at hire or new assignment. Off cycle increase must be approved by the Department Director and the City Manager.

6.602 Transfer:

In case of a non-disciplinary lateral transfer (movement of an Employee from one classification or department to another), the pay rate and anniversary date of the Employee will remain the same. Transferred Employees will serve a transfer probationary period of 30 days. All leave and benefits will continue during the probationary period. An Employee dismissed for non-disciplinary reasons during the transfer probationary period may be returned to their previous position or other equivalent position if available upon review and approval by the City Manager.

6.603 Promoted Employees:

When promoted to a position in a higher range, Employees, at a minimum, will be placed at Step A of the new range or the equivalent of two pay steps higher than their current salary, whichever is greater. The City Manager will have the sole discretion for designating a different step increase depending on education, experience, or if it is in the best interest of the City.

Upon promotion, an Employee will serve a new introductory period (refer to 6.5 – Introductory periods) and that will establish a new anniversary date. In all cases of promotion, evaluations will be provided at six (6) or twelve (12) months depending on the new Job Classification at the conclusion of the introductory period. However, any merit increase will not be effective until the Employee has served one year in the new position. Existing longevity will be applied.

6.604 Reclassification:

When an Employee's current position is reclassified to a lower paying position, the Employee will maintain their higher rate of pay from the previous job. The reclassification date will become the Employee's anniversary date and a new introductory period will be served. Existing longevity will be applied.

6.605 Demotion:

An Employee demoted for disciplinary reasons may be placed at Step A of the new range that the Employee is assigned to, unless a different step is designated by the City Manager. The demotion date will become the Employee's anniversary, and a new introductory period will be served. Existing longevity will be applied.

6.606 Reinstatement or Rehire:

Employees whose employment with the City ended in good standing may be reappointed, at the City's convenience, to the same position or one having the same classification within one year of

the date of the Employee's separation. For Employees reinstated or rehired within one year of date of separation, the pay rate will be the rate in the salary range that most closely corresponds to the rate paid at the time of separation. Qualifications and any new skills acquired may be considered as a basis for paying the Employee a higher rate upon reinstatement or rehire. The date of reinstatement or rehire will become the anniversary date and will retain their prior longevity for leave accrual purposes. A new introductory period will also apply for reinstated or rehired Employees. Employees reinstated or rehired after separation greater than one year will be subject to the same regulations and expectations of a new hire to the position.

6.607 Temporary Assignment to higher classification:

When an Employee is temporarily assigned to a higher classified position, while assigned, the Employee will receive the entrance pay rate of the higher class or one step above the Employee's present rate, whichever is higher, subject to the approval of the Department Director and the City Manager. The City Manager will have sole discretion for designating a higher pay rate than provided herein depending on the Employee's education, experience, or if it is in the best interest of the City.

6.608 Rate for Temporary Supervision:

Employees required to temporarily supervise one or more persons in positions of the same or lower pay range as the Employee's current position classification, without change to classification, for a period exceeding 28 calendar days will be paid at the corresponding step rate on the next higher pay range. The higher pay rate will commence only after 28 calendar days of the assignment.

6.609 Employee Efficiency Incentive Program

The City will have an incentive program for the purpose of promoting the development of innovative ideas that lead to better quality service through increased effectiveness and efficiency of operations. All City Employees are eligible to receive awards under the program. Exceptions are as follows:

1. City Manager, Assistant City Manager, City Clerk, and Department Directors.
2. Any Employee or work group conducting research and/or development, or assigned to a job requiring the solution of a specific problem where the suggestion submitted is found by to be within the scope of his/her assignment is not eligible to receive an award.

Awards are made for adopted ideas and proposals yielding positive results, either tangible or intangible. The amount of the award will be based on a schedule approved by the City Manager or designee. Human Resources will provide guidelines for the incentive procedure.

6.7 Performance Evaluation

Periodic evaluations are critical to create a formal record of an Employee's performance over time and establish a foundation for personnel actions such as promotion and termination. In

addition to day-to-day feedback to the Employee, a performance evaluation must be conducted for all Employees at least annually. The completed evaluation will become a part of an Employee's permanent record.

Each Department Director, with assistance of the Human Resources, shall develop standards of performance and expectations to be used as a basis for quarterly and annual evaluations and shall reference competencies to include: quality and quantity of work, the manner in which service is rendered, and such other characteristics as will measure the value of the Employee to the City. Employees will be informed of such standards and expectations at time of hire, transfer or promotion to new position, annually during each year's performance evaluation, and when expectations for the position change. The performance evaluation criteria for each position shall be included on an evaluation form to be completed during the performance evaluations.

All Regular Employees shall receive a performance evaluation at least annually to be completed by the immediate Supervisor and approved by the Department Director. Completed performance evaluation forms will be submitted to Human Resources along with the Department Director's recommendation for a Merit Increase (see section 6.601).

Employees must receive a "Meets Expectations" or better to be eligible for a merit increase. Department Directors who wish to make an exception for any other rating must submit justification to the City Manager for review; only the City Manager may approve an exception.

In addition to the annual performance review, Supervisors are to conduct, at a minimum, quarterly feedback sessions with each Employee. The intent of this process is to provide Employees with additional guidance and direction, improve tracking of Employee progress, and provide early corrective recommendations to resolve any performance issues.

The following rating categories shall be indicated for each performance criteria set forth on the performance evaluation form:

- A. Exceeds Expectations: Markedly performs above expectation:
 - Work is consistently performed at levels above the standards set for the position
 - Exceeds quality and productivity requirements
 - Knowledge and skill set exceeds requirements
 - Will cross job boundaries to support customers
 - Exemplary availability & commitment
 - Seeks additional responsibility Consistently strives to improve services

- B. Meets Expectations: Fully Meets Expectations:
 - Work is performed consistent with established standards
 - May work slightly above or below standards from time to time
 - Possesses good level of knowledge or skill to satisfactorily perform job tasks
 - Productivity and availability meet operational needs of department

- Supports quality service through good communication
 - Acts with integrity
 - Responsible & accountable for the quality of their work
 - Can trust daily decisions made by the Employee
- C. Does Not Meet Expectations: Fails to meet expectations on a consistent basis:
- Generally performs at or near the standards established for the position
 - On occasion makes more than an average number of mistakes
 - May occasionally demonstrate skill or knowledge deficits
 - Usually accepts responsibility when requested
- D. Needs Improvement: Constantly performs below expectations:
- Unacceptable work
 - Quality of work output Inadequate knowledge and/or skill set
 - Disrespectful or inflexible
 - Needs close supervision
 - Little or lack of Communication
 - Does not meet the operational needs of the department
 - Lack of integrity Insubordination

An overall rating of Needs Improvement may require a Performance Improvement Plan (PIP) or progressive counseling as describe in section 6.15.

Human Resources will include the Performance Evaluation in the Employee’s official personnel file. As a part of the evaluation, the Employees may include additional comments and and/or relevant documentation in regard to any section of the evaluation. Performance evaluations will be maintained in the Employee’s files, and a copy will be provided to the Employee upon completion of the evaluation.

The Department Director of any Supervisor who does not complete a performance evaluation by the due date will be notified by Human Resources. Appropriate action may be taken by the Department Director or City Manager against any Supervisor failing to complete annual evaluations in a timely manner. This will be reflected in the Supervisor’s annual performance review. Continued failure to complete evaluations in a timely manner may result in progressive discipline, up to and including termination.

6.8 Access and Retention of Personnel and Medical Records

The City maintains personnel records on each Employee. Human Resources will maintain the central records and work history of all City Employees. All personnel records will be made available to the Employee upon request and the Employee will have the right to include a written response to all entries. Personnel records may consist of hard copy documents or electronic documents in a secured HRIS system or a combination of both.

6.801 Personnel and Medical Files

There will be only one set of personnel records which are maintained by Human Resources. This set of records is comprised of two files maintained for each Employee: 1) A primary personnel file and 2) A medical file.

Personnel File: The personnel file will include each Employee's original application for employment, offer letter, and employment memorandum with appropriate Employee tax forms. Personnel files will contain these forms, properly executed, before employment begins. The personnel file will also include final reports of other employment investigations, letters of recommendation, reports of work performance, PERS forms, Leave Without Pay forms, reports of the Employee's progress and disciplinary action affecting them, training documentation, and such other records as may be significant regarding employment and continued service to the City and in accordance to State and City records retention schedule.

Medical Files: The medical files will contain post-offer physical exam reports, fitness of duty reports, injury reports, drug/alcohol testing results, voluntary medical history, medical insurance claim forms, ADA/ADAA requests and supporting documentation, FMLA documentation and any other health or medical documentation related to an Employee's employment with the City. All medical documents will be maintained in a confidential Medical file in Human Resources; in compliance with the Health Insurance Portability and Accountability Act (HIPAA) and other applicable Federal, State, and City laws and regulations.

Records Retention Schedule: All documents will remain in the Employee's Personnel File and Medical File in accordance to State and City records retention schedule policy. Terminated Employee files will be archived and retained in accordance to State and City records retention schedule policy.

6.802 Access to Personnel Records:

Personnel records will remain secured by the Human Resources at all times. Personnel records are protected from disclosure under Alaska Law and City Code provisions regarding access public records.

- A. Access to the information is restricted and limited to the Employee and Supervisors with a legitimate business need to access contents.
 - 1) Supervisors can review the files of only those Employees under their supervision or under consideration for transfer or promotion into a position under their supervision.
 - 2) With reasonable advance notice of at least two workdays, Employees may review their own personnel files in the Human Resources offices and in the presence of a Human Resources Employee. Human Resources will record the time, date, and name of any Employee inspecting a personnel file.

- B. Access to medical files is limited to the Employee, City Manager, Human Resources, government/legal agencies conducting an investigation relevant to medical issues, first aid emergency personnel as needed to render first aid, and information needed to process Workers' Compensation or other insurance claims. However, upon the filing of a grievance or any employment related claim or litigation, the City's legal counsel will have unhampered access to the personnel and medical files without having to obtain authorization from the Employee involved.
- C. Personnel and medical files and contents are the property of the City and will be retained by the City upon termination or cessation of employment in accordance to State and City records retention schedule.
- D. The City may require an Employee or former Employee who requests copies of material in their personnel file to pay the reasonable cost of duplication.

6.803 Verification of Employment Requests for Current or past Employees:

If employment verifications are requested by prospective employers of present or past City Employees, the Human Resources office will respond to those employment verifications. Responses to such inquiries will confirm only the dates of employment, wage rates, and position(s) held.

A written authorization and release will be signed by the individual who is the subject before information will be released. No other department or Employee in the City will be permitted to provide responses to reference checks or employment inquiries and all such requests should be forwarded to Human Resources.

6.9 Timekeeping

Accurately recording time worked is the responsibility of every hourly Employee. State and Federal laws require the City to keep an accurate record of time worked to calculate Employee pay and benefits.

Time worked is all the time actually spent on the job performing assigned duties. Hourly timesheets will include start time, end time, bona fide meal periods, the beginning and ending time of any split shift, departures from work for personal reasons and leave time taken. Salary Employee timesheets are required to record any leave taken. All Employees must complete their own time records. (Bona fide meal periods do not include coffee breaks or time for snacks. The Employee must be completely relieved from duty for the purposes of eating regular meals.)

All Timesheets shall be submitted to the Finance Department no later than 1:00 PM on the Monday (or the first workday) following the end of the two-week payroll period.

Allowing another person to complete an individual's time record will be considered falsification of official records and be subject to discipline, up to and including termination. A Supervisor may

alter time records, but the records must be approved by the Employee in advance or as soon as possible thereafter if the Employee is unavailable.

Employees must acknowledge their timesheet to certify the accuracy of all time recorded. The Supervisor will review and then acknowledge the timesheet before submitting it for payroll processing. If corrections or modifications are made to the timesheet, both the Employee and the Supervisor must verify the accuracy of the changes. Where electronic timekeeping is approved, electronic signatures will be used.

Holiday, personal leave (PTO) and comp. time hours shall count as “hours worked”.

6.10 Work Schedules

Work Day: Typical office hours are 8:30 a.m. to 5 p.m. with a one-hour meal period. Departmental needs may require nonstandard schedules as determined by the Department Director.

Work Week. The standard workweek for hourly Employees consists of 37.5 hours of work, and is generally expected to be eight hours per day. Exempt Employees are expected to work a minimum of 40 hours per week. The City’s workweek is 12:00 AM Monday to the following 11:59 p.m. on Sunday.

Work schedules for Employees vary throughout the organization. Supervisors will advise Employees of their individual work schedules. Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week.

Telecommuting is a potential work alternative that City Employees may participate in when it benefits both the City and the Employee. Telecommuting is not a formal, universal Employee benefit, but an alternative method of meeting the needs of the City. Since telecommuting is a privilege, the City has the right to refuse to make telecommuting available to an Employee and to limit or terminate a telecommuting arrangement at any time.

Telecommuting hours must be approved by a Supervisor and the Department Director. If the telecommuting will be ongoing for more than two weeks, approval from the City Manager will be needed. To ensure remote access and capability are secure and available requests will be routed through the Information Technology Department.

6.11 Paycheck Information

All Employees are paid on a bi-weekly basis. Each paycheck will include earnings for all work performed through the end of the previous payroll period. In the event that a regularly scheduled payday falls on a holiday, Employees will receive pay on the workday preceding the regularly scheduled payday.

An Employee has the option to receive their paychecks at the Employee’s departmental office

and paychecks will be distributed by the Employee's Department Director or designee. Employees may have pay directly deposited into their bank accounts if they provide advance written authorization. Employees can contact Human Resources to receive and submit the Direct Deposit form. Employees will receive an itemized statement of wages when the City makes direct deposits.

The City does not provide pay advances on unearned wages to Employees.

The City takes all reasonable steps to ensure that Employees receive the correct amount of pay in each paycheck and that Employees are paid on the scheduled payday. In the unlikely event that there is an error in the amount of pay, the Employee should promptly bring the discrepancy to the attention of the Department Director or Supervisor and Human Resources so that corrections can be made as quickly as possible.

State and Federal law requires the City to make certain deductions from every Employee's compensation. Among these are applicable Federal withholding taxes, Medicare taxes, and PERS. Eligible Employees may voluntarily authorize deductions from their paychecks to cover the costs of participation in additional programs.

6.12 Overtime

When operating requirements or other needs cannot be met during regular working hours, hourly Employees may be scheduled to work overtime hours. When possible, advance notification of these mandatory assignments will be provided. All overtime work must receive the prior authorization of the Department Director except in emergencies that preclude such prior approval. The Department Director or Supervisor will review the record and certify overtime approved for payment during the next work period. Unauthorized overtime may be subject to corrective action.

Hourly Employees will receive overtime pay for all hours worked in excess of 37.5 hours in one workweek. Overtime hours will be paid at the rate of 1.5 times the appropriate rate of pay. Employees who work a non-standard workweek approved by the City Manager will be entitled to overtime pay for all hours worked in excess of their regularly scheduled work hours. An Employee, if authorized by the Department Director, can choose to receive Comp. Time in lieu of overtime payment.

Hourly Employees should report to work no more than ten minutes prior to their scheduled starting time and not stay more than ten minutes after their scheduled stop time without expressed, prior authorization from their Supervisor.

Call Out Pay. Supervisors will provide at least 24 hours' notice to Employees regarding additional hours that an Employee is needed to work. If less than 24 hours of notice is given, the extra work is a call out. Employees who are called back to work without 24 hours' notice will be paid the overtime rate for a minimum of two hours. An Employee will be paid at this overtime rate for all

hours worked as the result of a call out. Call out pay is available only to Regular Full-Time, Regular Part-Time and Regular Seasonal Employees.

On-Call Pay. Certain departments are required to periodically have Employees able and available to respond during off hours. When a Department Director places an Employee on-call, the Employee is required to be available by phone contact within 30 minutes and be physically able to respond to the work site within one hour. While in an on-call status, the Employee is free to pursue personal interests, but must refrain from consumption of alcohol or other activities that would impair job performance should the Employee be required to respond to work during the on-call period. The decision to place an Employee on an on-call status must be made to cover a reasonable time period based on events such as weather, emergencies, program coverage, etc. An Employee called to work will be compensated for a minimum of two hours of overtime or for the time actually worked.

Departments that are mandated by a State or Federal agency to have Employees on-call, 24 hours a day, year-round, may establish a work schedule to assign on-call shifts and may compensate Employees for working those shifts with compensatory time, as approved by the City Manager.

6.13 Compensatory Time

The City, has established Compensatory Time Off (Comp. Time) in lieu of payment for any hours worked beyond a 37.5 hour work week for hourly Employees due to budgetary restraints. Comp. Time will be calculated at 1.5 hours for every additional hour worked. Employees who wish to receive compensatory time in lieu of paid overtime compensation may do so with the approval of the Employee's Supervisor. Exempt Employees do not accrue overtime and so shall not be entitled to compensatory time.

Comp time shall be accrued time off earned in lieu of monetary compensation for overtime hours worked. The calculation used is the same as for monetary overtime. (1.5x regular rate converted to hours). For example, if an Employee works 1 hour extra, it is entered and accrued as 1.5 hours of Comp Time Earned.

The maximum accrual of Comp Time allowed shall be 100 hours for all Employees working for the city on or before December 31, 2008. The maximum accrual of Comp time for Employees hired on or after January 1, 2009 will be 75 hours.

The City Manager reserves the authority to require overtime payment in lieu of comp time. Any comp time accrued over the 100/75 hour limit will be automatically converted to pay and paid out in the pay period following the limit being exceeded. Exceptions must be requested in advance and be approved in writing by the City Manager.

The City Manager may elect to convert accumulated Comp time to pay at the rate earned by the Employee at the time the Employee receives such payment.

An Employee's request to use accrued compensatory time shall be approved if the use of the compensatory time does not unduly disrupt the operations of the department as determined by the Department Director. Comp time may be used in the pay period following the one in which it was accrued and upon approval.

An Employee shall be compensated for all comp time that he/she has accumulated upon termination of employment. Compensation shall be at the rate the Employee is being paid at the time of termination.

6.14 Authorized Professional Time

Administrative officers may on occasion be granted administrative leave by the City Manager and are allotted 8 hours per month of Authorized Professional Time (APT). APT has no cash value and must be used in the month it is accrued or it is lost.

6.15 Coaching and Progressive Counseling

The City is committed to overall success of its Employees. The coaching and progressive counseling policy and procedures are designed to support a culture of performance improvement and Employee success as well as preventing the recurrence of inappropriate performance or behavior.

6.1501 Employee Conduct and Work Rules

The City expects Employees to follow rules of conduct that will protect the interests and safety of all Employees and the City. The City does not violate the law and does not tolerate those who do. If an Employee believes that anyone in or associated with the City has requested or directed them to do anything that violates the law, or has prohibited the Employee from doing anything that the law requires to be done, the Employee must report this immediately to a Supervisor and Human Resources.

Employee responsibilities include but are not limited to the following:

- Maintenance of expected service standards: quality, quantity, and priorities.
- Responsible use of working time
- Cooperation with supervision and other Employees.
- Observance of safety and health rules.
- Proper use and maintenance of City equipment and materials.
- Respect for other Employees and their property.
- Acceptable personal appearance and dress.
- Protection of confidential information.

It is not possible to list all the forms of behavior that are considered unacceptable in the workplace. The following are examples of just cause infractions of rules of conduct that may result in corrective action, up to and including termination of employment:

- Theft or inappropriate removal or possession of property.

- Falsification of public records including timekeeping records
- Working under the influence of alcohol, marijuana, or other illegal drugs
- Possession, distribution, sale, transfer, or use of alcohol or controlled substances in the workplace, while on duty, or while operating City owned vehicles or equipment
- Fighting, threatening violence, and bullying in the workplace
- Disruptive activity in the workplace
- Inability to perform the assigned job
- Conviction of any felony or a misdemeanor involving moral turpitude
- Sexual or other harassment.
- Excessive absenteeism or any absence without notice.
- Unauthorized disclosure of confidential City information.
- Violation of any City or department policies.

6.1502 Coaching:

Successful Coaching may occur ad hoc or be a planned coaching. Coaching may be oral with a formal written documentation. Supervisors should work closely with Human Resources to develop a coaching plan best suited for each Employee’s needs. In the event the Employee is not responding successfully to the coaching plan Progressive Counseling may be appropriate.

6.1503 Progressive Counseling:

The Human Resources Director will advise Department Directors and Supervisors in the handling of all disciplinary matters to include documentation of verbal and written counseling. The City Manager will approve all final written counseling, suspensions, and terminations prior to the completion of the action. By using coaching and progressive counseling, the City expects that most Employees can be developed for success and problems can be corrected at the lowest level possible to the benefit of both the Employee and the City

Progressive Counseling means that, with respect to most counseling needs, the following steps will normally be followed. However, dependent on the nature and severity of the behavior it may be necessary to skip or repeat steps or move directly to termination. Prior to skipping or repeating steps the Supervisor or Department Director should consult with Human Resources. Human Resources will provide training and coaching for Supervisors on the Progressive Counseling process.

Progressive Counseling steps will consist at a minimum of the following steps (steps may be repeated or skipped as appropriate and with Human Resource consultation):

- A. **Documented Verbal Counsel**
- B. **Written Counsel**
- C. **Final Written Warning**
- D. **Suspension With or Without Pay may be appropriate in conjunction with a Final Written Warning**
- E. **Recommendation for Termination for Cause**

6.1504 Termination for Cause:

Where appropriate, the City will make every effort to exercise the progressive nature of this policy by first providing coaching, counseling and issuing a final written warning, before proceeding to recommendation to terminate employment. Any recommendation to terminate an Employee must be reviewed by Human Resources and approved by the City Manager. The City Manager reserves the right to terminate, with proper evidence and documentation, at any point in accordance with the severity of the issue.

Generally, two weeks' notice of dismissal will be given to the Employee containing an explanation of the City's evidence justifying the move to termination and affording the Employee the opportunity to present their position or defense. Depending upon the nature and reason for the termination it may necessary to place the Employee on Administrative Leave for all or a portion of the notice period. In cases of a serious nature or where the potential of harm to people or property warrants, termination will be effective immediately upon notification.

6.1505 Other Potential Action:

Other sanctions may be imposed as warranted by the City Manager for particular situations or to address particular problem areas. For example, an Employee may be transferred to a different section or department for just cause. A transfer may or may not include a demotion. For just cause, an Employee may be demoted in position status and/or pay status. An Employee demoted for disciplinary reasons will be placed in Step A of the lower range unless otherwise determined by the City Manager.

Behavior that is illegal may result in immediate termination. Such behavior will be reported to the City Police Department or other law enforcement agencies. Similarly, theft, substance abuse, intoxication, fighting, and other acts of violence at work are grounds for immediate termination.

6.1506 Employee Response and Documentation:

Employees will have the opportunity to present information to dispute information management has used to issue progressive counseling. The purpose of this process is to provide insight into extenuating circumstances that may have contributed to the Employee's performance or conduct issues while allowing for an equitable solution. Except in cases of termination, as listed above, the Employee will have three business days after each Progressive Counseling step to present such information.

The Employee will be provided copies of all progressive counseling documentation, including all Performance Improvement Plans (PIP), at the time of counseling and acknowledgment. The Supervisor will determine the frequency of periodic reviews of the Employee's progress in correcting the cause of the original counseling. All such documents will be placed in the Employee's personnel file.

6.16 Problem Resolution

Supervisors, Department Directors, management and Employees are expected to treat each other with mutual respect. Employees are encouraged to find resolutions to issues at the lowest level whenever possible. If a satisfactory resolution is not found or possible, Employees should follow the chain of command in reporting such issues, while continuing to seek resolutions to the matter.

Issues that require consideration beyond the lowest level should follow the City's chain of command in reporting to Supervisors and Department Directors to hopefully address concerns within the department. Issues high in severity should be brought to Human Resources and the City Manager. If necessary, Human Resources may conduct an investigation or the City Manager may choose to complete an investigation. Final decision about any such issues will come from the City Manager. Contact Human Resources for more information.

6.17 Employment Termination

Termination of employment is a part of personnel activity within any organization, and many of the reasons for termination are routine. The following are examples of some of the most common circumstances under which employment is terminated:

- A) No Call – No Show: Three consecutive days without reporting to work or contacting the appropriate official will be considered job abandonment and subject to termination, at the discretion of the City Manager.
- B) Resignation: The voluntary employment termination initiated by an Employee.
- C) Termination for Cause: The involuntary employment termination initiated by the City.
- D) Layoff: The involuntary employment termination initiated by the City for financial or workload reasons. Two weeks written notice will be provided. Terminations under this section are not subject to grievance review.
- E) Retirement: The voluntary employment termination initiated by the Employee meeting age, length of service, and any other criteria for retirement from the City.

To be considered as leaving in good standing, an Employee resigning from their position will have a history of satisfactory performance evaluations; not be subject to any recent disciplinary actions; and give at least two weeks written notice to their Department Director, who will forward the notice to Human Resources for acceptance. Department Directors are required to give at least four weeks written notice to the City Manager. The resignation notice requirement may be waived by the Department Director or City Manager where adequate provision for the Employee's departure can be made in less time or where more immediate departure is in the best interest of the City. Failure to provide this adequate notice may result in ineligibility for rehire with the City.

Human Resources will schedule exit interviews at the time of employment termination except in cases of Termination for Cause. The exit interview will afford an opportunity to discuss such issues as Employee benefits, conversion privileges, repayment of outstanding debts to the City,

or return of City-owned property. Suggestions, complaints, and questions can also be voiced during exit interviews.

Employees will receive their final pay in accordance with applicable State law.

Employee benefits will be affected by employment termination in the following manner: All accrued, vested benefits that are due and payable at termination will be paid. Some benefits may be continued at the Employee's expense if the Employee so chooses. The Employee will be notified in writing regarding the benefits that may be continued and of the terms, conditions, and limitations of such continuance.

Employees must return all the City property, materials or written information immediately upon request or upon termination of employment. Where permitted by applicable laws, the City may withdraw from the Employee's final paycheck the cost of any items that are not returned when required. The City may also take all action deemed appropriate to recover or protect its property.

The last day worked will be considered the date of termination except in cases of Military or Medical leave where, due to circumstances beyond the Employees control, they are not able to return from an approved leave; in which case date of notification will be considered the termination date. Terminal or Terminus Leave cannot be approved in advance.

SECTION 7 TIME OFF AND LEAVES OF ABSENCE

7.1 Paid Time Off (PTO) (Personal Leave)

The City believes that Employees should have opportunities to enjoy time away from work to help balance their lives. The City has established this Paid Time Off (PTO) policy to meet these needs. Employees are accountable and responsible for managing their own PTO hours to allow for adequate reserves to cover personal leave, illness, appointments, emergencies and other needs that require time off from work.

7.101 The PTO accrual rate

PTO accrual rate is based hourly Employees or exempt classification for the purpose of prorating part-time hourly employees a 37.5 work week is used. One twenty-sixth of the annual accrual of personal leave will be credited to Full-Time Employees at the end of each pay period.

The amount of PTO Employees receives each year increases with the length of their employment as shown in the following schedule):

- A) 6.9231 hours (7.384 hours for exempt) for each bi-weekly pay period for Employees with less than two (2) years of service);
- B) 7.7885 hours (8.3077 hours for exempt) for each bi-weekly pay period for Employees with more than two (2) years but less than five (5) years of service);
- C) 8.6539 hours (9.2308 hours for exempt) for each bi-weekly pay period for Employees with more than five (5) but less than ten (10) years of service);

- D) 11.25 hours (12.00 hours for exempt) for each bi-weekly pay period for Employees with more than ten (10) years of service

Employees shall accrue leave from date of hire, but use of leave is discouraged for the first ninety (90) calendar days of service after appointment.

Temporary and limited part-time and limited seasonal Employees shall not accrue leave credit.

No PTO will accrue during periods of Leave Without Pay, suspension without pay, or after the termination date.

7.102 PTO Accrual computation for Rehires:

To compute the rate of personal leave for rehired Employees, prior service as a regular Employee will be included, provided that such prior service was not terminated by a dismissal for cause and was served within the immediately preceding 12 months.

7.103 Request and Use of PTO

To take PTO, Employees should request advance approval from their Supervisors. Requests will be reviewed based on a number of factors, including department needs and staffing requirements. Supervisors have the right to deny PTO requests to maintain department and staffing needs.

Exempt Employees shall request and use leave based on an eight-hour work day.

PTO is paid at the Employee's base pay rate at the time the PTO is utilized. It does not include overtime or any special forms of compensation such as incentives, commissions, bonuses, or shift differentials. Temporary and limited part-time and limited seasonal Employees will not accrue leave credit.

When used for vacation purposes, no more than 150 consecutive hours of PTO and/or Comp. Time will be taken without the City Manager's approval.

PTO may not be taken before it is earned. Any absence not authorized and approved in accordance with these regulations will be treated as Leave Without Pay, and may be grounds for corrective action, up to and including termination.

7.104 Leave Cash Out:

An Employee may request payment for PTO leave and Comp time accrued by making a written request to the City Manager. Leave Cash Out forms are available through Human Resources. Such requests are subject to City Manager approval and availability of funds. Any payment made under this provision is limited to the amount of accumulated leave in the Employee's PTO leave account in excess of 75 hours.

7.105 Minimum Leave Use

During the period beginning with the first day of the first pay period in January and ending with the last day of the pay period occurring fifty-two weeks later, the minimum number of hours of personal leave that must be taken annually is as follows:

1. Personnel with less than ten years of service are required to take at least 75 hours of personal leave (80 hours for 40-hour workweek Employees).
2. Personnel with ten or more years of service are required to take at least 112.5 hours of personal leave (120 hours for 40-hour workweek Employees).
3. Regular part-time personnel are required to take personal leave in a proportionate number of hours in relation to the number of hours worked, as compared to the hours worked by Full-Time personnel.

An Employee is exempt from the minimum use requirement if compliance would reduce the Employee's personal leave balance to 75 hours or less (80 hours for Exempt employees).

It shall be the responsibility of the Employee to plan for and take the minimum number of hours of personal leave or comp time required by this section. It shall be the responsibility of the Department Director to ensure that each Employee has the availability to schedule his/her minimum hours of personal leave annually.

Minimum leave that is not used is deducted from the Employee's leave balance on the day immediately preceding the first day of the first pay period in January. An Employee may not receive any credit or compensation for deducted leave.

7.106 PTO Carry-Over:

The maximum accrued PTO carry-over may not exceed 800 hours for Employees hired before Dec. 31, 2008, and 600 hours for those hired on or after Jan. 1, 2009, on the first day of the first pay period in January except with the written authorization of the City Manager. Without City Manager approval, any balance of PTO in excess of 800/600 hours on the date specified will be automatically cashed out and paid to the Employee by the second pay period of the New Year.

7.107 PTO Compassionate Leave Donations:

Individuals, with approval of their Department Director and Human Resources, may request PTO or Comp Time donations from other Employees to be deposited into their leave account for a significant personal emergency or event. The person requesting PTO must fill out a Leave Donation Form. Donated PTO will not count toward minimum PTO use requirements for the donating Employee. The value of the donated PTO time will be computed at an hour-for-hour rate. The maximum total number of hours that can be donated to any one Employee will not cause the receiving Employee to exceed the 800/600 hour limit.

- A) Any donated PTO not used within the time period requested will be refunded to the Employee(s) making the original donation, unless an extension is requested and approved by the City Manager.

- B) In cases of hardship associated with the original emergency or event, the gaining Employee may submit a written request to have a portion of the donated PTO cashed out. Approval of such emergency cash outs will be at the sole discretion of the City Manager.

7.108 PTO Payout:

If the City terminates employment, the Employee will receive within three business days of the separation, a final paycheck with a PTO and Comp Time payment. If any Employee voluntarily resigns from the City, they will receive the final paycheck at the conclusion of the payroll period following the last day of work. The last day worked will be considered the date of termination (See Appendix B).

In the event of death of an Employee, any remaining balance of a PTO or Comp Time account will be paid to beneficiaries as designated in the Employee's beneficiary statement.

7.2 Administrative Leave

The City Manager has the sole discretion to authorize Administrative Leave to any Employee when it is determined to be in the best interest of the City for any need outside the below described authorized reasons. While on Paid Administrative Leave, all pay and benefits continue to accrue. When authorized in advance, Paid Administrative Leave will not be chargeable to personal leave. Authorized Administrative Leave will be granted by the Department Director for the following reasons (all other requests must be approved by the City Manager):

7.201 Jury Duty/Court Service:

Jury Duty will be treated as Administrative Leave, without loss of longevity, leave, or pay. Service in court by Employees subpoenaed or called as witnesses on matters of concern to the City or relating to a City function will be treated the same as Jury Duty. To be entitled to Jury Duty leave, the Employee will provide the City with written proof of the requirement of their presence for the hours claimed. Witness service for purposes other than those described above will be covered by PTO, or Leave Without Pay if PTO is exhausted.

Employees, where it is a direct function of their position to act in an official capacity, will be paid for hours worked while in court service except when serving Jury Duty in which case they will be paid according to the Jury Duty leave as described above.

7.202 Volunteer Leave:

To support the many worthwhile non-profit and educational organizations and events in the community, the City will grant up to 8 hours annually, Jan. 1 through Dec. 31 to each Regular Full-Time City Employee to be used as Volunteer Leave. Volunteer Leave will be treated as Administrative Leave, without loss of longevity, leave, or pay. Volunteer Leave will also be granted to Regular Part-Time Employees on a prorated basis (for example, a Regular Part-Time Employee working 75 percent of the time would be granted up to six hours annually). Prior to taking Volunteer Leave, the Employee's Supervisor must approve the absence, and the

organization for which the Volunteer Leave will be used must be approved by the City Manager as a qualified organization.

7.203 In-house Interviews:

When an Employee interviews for a position open within the City, the time spent interviewing will be paid as Administrative Leave by the Employee's current department. Employees will not be required to use PTO, Comp. Time, Leave Without Pay, or any other accrued time for the time required for the interview.

7.204 Parent-Teacher Conference Flextime:

A parent or guardian of a student enrolled in a school or a licensed day care facility within the City may apply for a maximum of 1.5 hours Flextime to attend a conference with that child's teacher. Such Flextime may be granted no more than twice in a single school year to the same Employee for conferences regarding the same child. A Supervisor may grant parent-teacher conference Flextime only in advance with written verification of the date and time of the conference and a written finding by the Supervisor that the Flextime can be accommodated without imposing added cost or inefficiencies in the work place. Supervisors will make every reasonable effort to accommodate Flextime for parent-teacher conferences.

7.3 Holidays

The City will grant holiday time off to eligible Employees. Eligible Employee classifications are Regular Full-Time, Regular Part-Time, and Regular Seasonal Employees. The following days will be recognized as a holiday with pay:

- New Year's Day (January 1)
- Martin Luther King Day (third Monday in January)
- Presidents' Day (third Monday in February)
- Seward's Day (last Monday in March)
- Memorial Day (last Monday in May)
- Independence Day (July 4)
- Labor Day (first Monday in September)
- Alaska Day (Oct. 18)
- Veterans' Day (Nov. 11)
- Thanksgiving and the day after Thanksgiving (Fourth Thursday and Friday of November)
- Christmas Eve-day ½ day and Christmas Day (Dec. 24 and 25)
- The City Manager may on occasion designate additional day(s) as holidays. This may include any day designated by public proclamation by the President of the United States or the Governor of the State of Alaska, as a special day of observance.

The City will grant paid holiday time immediately after a person is assigned to an eligible employment classification. Holiday pay will be calculated based on the Employee's current pay rate

(as of the date of the holiday) times the number of hours the Employee would otherwise have worked on that day.

To be eligible for holiday pay, Employees must work or be in pay status the last scheduled work day immediately preceding and the first scheduled work day immediately following the holiday. Regular Full-Time Employees will be paid their standard workday hours at their current rate of pay for each holiday. Regular Part-Time and Regular Seasonal Employees will be paid proportionately based on hours in comparison to a Full-Time Employee. A holiday occurring during personal leave shall not be counted as a day of such leave and shall be paid.

A recognized holiday that falls on a Saturday will be observed on the preceding Friday. A recognized holiday that falls on a Sunday will be observed on the following Monday. If Christmas falls on Saturday or Sunday, the holiday will be observed on Monday. If Christmas Eve falls on a Saturday or Sunday, the holiday will be observed on the preceding Friday. Employees who work a non-standard work schedule will observe the actual holiday.

If a holiday falls on an Employee's day off, the Employee will be entitled to take their first scheduled work day or another work day during that pay period as a holiday as authorized by the Department Director. If unable to take a day off, the Employee will receive regular pay for that holiday. Employees who work a non-standard work schedule, at Department Director's approval, can utilize the holiday any day during the month or choose to receive Comp. Time equivalent to regular pay.

Hourly Employees who are required to work on a holiday will receive overtime compensation at 1.5 of the hourly rate for the holiday worked in addition to holiday pay (based upon Employees standard work day), for an overall pay rate of 2.5 times the Employee's normal hourly rate. Employees may elect to receive either overtime payment or Comp. Time, but not both. Temporary and Seasonal Employees are not eligible for holiday pay.

Hourly Employees who volunteer to work on a holiday will be given an additional day off with pay during the pay period in which the holiday falls in lieu of overtime pay for the holiday. If the Employee is unable to take an additional day off, the Employee will receive overtime compensation, or Comp. Time if authorized by the Department Director.

For the sake of timekeeping for departments such as Police and Fire that need to be scheduled on a 24-hour cycle, the holiday will begin at the corresponding start time for each department.

7.4 Bereavement Leave

Employees who wish to take time off due to the death of an immediate family member should notify their Supervisor immediately. At the discretion of the Department Director, documentation identifying the deceased and relation to the Employee may be requested.

The City will provide three days of paid bereavement leave.

The City defines the term immediate family as the Employee's parent, child, grandparent, grandchild, brother, sister, parent-in-law, grandparent-in-law, brother-in-law and sister-in-law; as well as such relations of the Employee's spouse or domestic partner. The immediate family will also be considered to include step relations and legal-guardianship relationships.

7.5 Military Leave

A military leave of absence will be granted to eligible Employees who are absent from work because of service in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA).

30-day advance notice of military service is required, unless military necessity prevents such notice or it is otherwise impossible or unreasonable.

Short-term military leave is used for Employees ordered to training or active duty with a reserve or auxiliary component of the Armed Forces. The Employee is entitled to a paid absence of not more than 75 hours for military leave during a calendar year. Compensation paid for this period will be the difference between the regular salary received from the City and the remuneration received from the Armed Forces (other than travel and subsistence allowance). If PTO leave is used in lieu of military leave, the Employee's regular salary will be paid without deduction for Armed Forces' remuneration. Employees on active duty training assignments or inactive duty training drills are required to return to work for the first regularly scheduled shift after the end of training, allowing reasonable travel time.

For extended military leave of over 75 hours, the leave will be unpaid. However, the Employee may elect to use PTO leave to cover all or part of the Military Leave. Continuation of health insurance benefits is available as required by USERRA, based on leave length and subject to the terms, conditions and limitations of the applicable plans for which the Employee is otherwise eligible.

Employees on longer Military Leave must apply for reinstatement in accordance with all applicable State and Federal laws. Employees returning from Military Leave will be placed in the position they would have attained had they remained continuously employed or a comparable one depending on the length of military service in accordance with USERRA. They will be treated as though they were continuously employed for purposes of determining benefits based on length of service. Failure to report for work within the prescribed time after completion of military service will be considered a voluntary termination. All Employees who enter military service may accumulate a total absence of 5 years and still retain employment rights. Contact Human Resources for more information.

7.6 Family Medical Leave

The City complies with both the Alaska Family Leave Act (AFLA AS 39.20.500 – 38.20.550) and the Family Medical Leave Act of 1993 (FMLA Public Law 103-3). Notwithstanding the provisions set

forth below, Employees shall be entitled to leave as mandated by State or Federal law. Eligible Employees may request FMLA up to a maximum of 12 weeks within any 12 month period concurrently and for 18 weeks for up to a 24 month period according to State regulations.

Family Medical Leave will be provided to the extent that these Federal and State statutes apply to municipalities. The City's FMLA policy is as follows:

- A) To be eligible for Federal FMLA leave, an Employee must have worked for the City for at least 12 months (consecutive or non-consecutive) and worked at least 1,250 hours during the 12 months preceding the leave. The 12month period for FMLA is calculated according to the rolling backward method. Under this method, an Employee will not be eligible for Family Medical Leave if the Employee has taken 12 weeks of Family Medical Leave in the 12 months immediately preceding each day of leave requested.
- B) Eligibility for AFLA leave requires an Employee to have worked for the City for at least 35 hours a week for six consecutive months or 17.5 hours a week for 12 consecutive months immediately preceding the leave. The rolling backward method applies as well. Under this method, an Employee will not be eligible for AFLA leave if the Employee has taken 18 weeks of AFLA leave in the 24 calendar months (or 12 months, as appropriate) immediately preceding each day of leave requested.
- C) The 18 and 12 week periods run concurrently. Use of accrued PTO and Comp. Time will run concurrently with FMLA/AFLA.
- D) Employees requesting Family Medical Leave will first exhaust their accrued PTO and Comp Time before using City paid FMLA leave or Leave Without Pay. However, at the Employee's request, and with City Manager approval, the Department Director may choose to permit the Employee to keep a maximum of hours that would add up to the Employee's normal workweek (e.g., 37.5, 40, 72) of accrued PTO.
- E) Employees who have exhausted their Family Medical Leave may request Leave Without Pay under the relevant provisions within the Personnel Regulations.

In addition to the FMLA benefits provided by law, the City will pay Employees up to a total of 75 hours (80 hours for salary Employees) per calendar year at the Employee's regular rate of pay after the Employee has used all available PTO and Comp Time during an FMLA qualifying event. This provides Employees with an additional financial safety net during an FMLA qualifying event.

Being a military care giver for an injured service member who is a spouse, son, daughter, parent or next of kin, qualifies for up to 26 weeks of leave in any single 12 month period per injury occurrence [FMLA 825.126]. An active duty Employee may take up to 12 weeks of unpaid FMLA leave for any qualifying exigency (as defined by regulation) related to a spouse, son, daughter or

parent's active duty or notification of an impending call or order to active duty in the Armed Forces in support of a contingency operation.

Married Employee couples may be restricted to a combined total of 18 work weeks of leave within a 12 month period for childbirth, adoption, or placement of a foster child; or 18 work weeks of leave within a 24-month period for their own serious health condition or to care for a child, spouse, or parent with a serious health condition. If this initial period of absence proves insufficient, consideration will be given to a written request for a single extension of no more than five calendar days.

Eligible Employees should make requests for Family Medical Leave at least 30 days in advance of foreseeable events and as soon as possible for unforeseeable events. FMLA Requests must be submitted to Human Resources.

- A) Employees requesting Family Medical Leave related to their own serious health condition or the serious health condition of a child, spouse, or parent, may be required to submit a health care provider's statement verifying the need for Family Medical Leave for their own condition or to provide care.
- B) The statement will include beginning and expected ending dates, and the estimated time required.
- C) Any changes in this information should be promptly reported to Human Resources.
- D) Employees returning from Family Medical Leave must submit a health care provider's verification of their fitness to return to work. (See Human Resources for appropriate forms and documentation.)

An Employee on Family Medical Leave may be replaced by a temporary or substitute Employee depending on the needs of the department, and the duration of the leave. To ensure proper scheduling, an Employee on Family Medical Leave is requested to provide the City with at least two weeks' advance notice of the date the Employee intends to return to work. If a person on Family Medical Leave wants to return to work earlier than what was originally arranged the request will be reviewed with Human Resources and the Department Director for approval, regarding if this earlier return date will be granted with respect for temporary or substitute Employees.

When Family Medical Leave ends, the Employee will be reinstated to the same position, if it is available, or to an equivalent position for which the Employee is qualified. If an Employee fails to report to work at the end of the approved leave period, the City will assume that job has been abandoned, and the Employee will be subject to termination at the discretion of the City Manager.

Benefit accruals, such as PTO leave, or holiday benefits, will be suspended during unpaid leave and will resume upon return to active employment. Health insurance coverage for an Employee during the 18 weeks of Family Medical Leave will be maintained on the same basis as health

insurance coverage is available to an Employee who is actively at work. The Employee will be required to remit their portion of the health insurance cost while on FMLA/AFLA Leave Without Pay. Employees receiving health insurance benefits during time they are on Leave Without Pay, who then voluntarily separate from employment, may be required to repay some or all of the insurance costs paid by the City.

Pregnant Employees may request a temporary change in duty assignment or transfer or other reasonable accommodation. Human Resources review all such requests per ADA/ADAA guidelines and will determine if the request can be met.

For up to one year after the child's birth, any Employee who is breastfeeding their child will be provided reasonable break times to express breast milk for the baby. The City has designated a room for this purpose in City Hall in accordance to State and Federal law. Employees not working in City Hall should contact Human Resource if another location is needed. Breaks of more than 20 minutes in length will be unpaid, and the Employee should indicate this break period on the time record.

7.601 Infectious Disease Control Policy

The City will take proactive steps to protect the workplace in the event of an infectious disease outbreak. It is the goal of City during any such time period to strive to operate effectively and ensure that all essential services are continuously provided and that Employees are safe within the workplace. The City is committed to providing authoritative information about the nature and spread of infectious diseases, including symptoms and signs to watch for, as well as required steps to be taken in the event of an illness or outbreak.

Preventing the Spread of Infection in the Workplace

The City leadership team will monitor and coordinate events around an infectious disease outbreak, as well as to create work rules that could be implemented to promote safety through infection control. All Employees are to cooperate in taking steps to reduce the transmission of infectious disease in the workplace.

Unless otherwise notified, the City's normal attendance and leave policies will remain in place. Employees who believe they may face particular challenges reporting to work during an infectious disease outbreak should take steps to develop any necessary contingency plans. For example, Employees might want to arrange for alternative sources of child care should schools close and/or speak with Supervisors about the potential to work from home temporarily or on an alternative work schedule.

Limiting Travel

During an infectious disease outbreak all nonessential travel may be limited or restricted at the decision of the City Manager. Employees who travel as an essential part of their job should consult with their Department Director on appropriate actions.

Telecommuting

Telework requests will be handled on a case-by-case basis. While not all positions will be eligible, all requests for temporary telecommuting should be submitted to the Department Director for consideration.

Staying Home When Ill

PTO and other benefits to compensate Employees are provided for times when Employees are unable to work due to illness. During an infectious disease outbreak, it is critical that Employees do not report to work while ill and/or experiencing symptoms identified by Federal, State, or City medical experts. Currently, the Centers for Disease Control and Prevention recommends that people with an infectious illness such as the flu remain at home until at least 24 hours after they are free of fever (100 degrees F or 37.8 degrees C) or signs of a fever without the use of fever-reducing medications. Employees who report to work ill may be sent home in accordance with these health guidelines.

Requests for Medical Information and/or Documentation

If an Employee is out sick or shows symptoms of being ill, it may become necessary to request information from the Employee's health care provider. In general, medical information may be requested to confirm the Employee's need to be absent, to show whether and how an absence relates to the infection, and to know that it is appropriate for the Employee to return to work. As always, the City expects and appreciates Employee cooperation if and when medical information is sought.

Confidentiality of Medical Information

It is the City's policy to treat any medical information as a confidential medical record. In furtherance of this policy, any disclosure of medical information is in limited circumstances with Supervisors, Department Directors, first aid and safety personnel, and government officials as required by law.

Social Distancing Guidelines and Other Mitigation Efforts for Workplace Infectious Disease Outbreaks

In the event of an infectious disease outbreak, the City may implement social distancing guidelines and other mitigation efforts to minimize the spread of the disease among Employees.

7.7 Time Off to Vote

The City encourages Employees to participate in elections. Generally, Employees are able to find time to vote either before or after their regular work schedule. Alaska Statute 15.15.100 states that if a qualified voter who does not have sufficient time outside regular working hours to vote in a State election may, without loss of pay, take work time off to enable voting.

If any Employee has two consecutive hours to vote, either between the opening of the polls and the beginning of the Employee's regular working shift, or between the end of the regular working shift and the closing of the polls, the Employee will be considered to have sufficient time outside working hours to vote.

If Employees are unable to vote in an election during their nonworking hours, the City will grant up to a half hour of paid time off to vote. Employees should request time off to vote from their Supervisor at least two working days prior to election day. Advance notice is required so that the necessary time off can be scheduled at the beginning or end of the work shift, whichever provides the least disruption to the normal work schedule.

7.8 Religious Observance

Employees who need time off to observe religious practices or holidays not already scheduled by the City should speak with their Supervisor. Depending upon business needs, the Employee may be able to work on a day that is normally observed as a holiday and then take time off for another religious day. Employees may also be able to switch a scheduled day with another Employee, or take PTO time, or take off unpaid days. The City will seek to reasonably accommodate individuals' religious observances.

7.9 Leave Without Pay

When an Employee is absent from work and does not have PTO or Comp Time, they may request Leave Without Pay in writing to their Supervisor, which is subject to the approval of the City Manager before it is taken. Each request will be considered in light of the circumstances involved and the interest of the City. An hourly Employee will only be paid for normal scheduled hours. An Employee must exhaust all earned PTO and Comp Time before Leave Without Pay will be considered except in the event the Employee is receiving Workers' Compensation or unless approved by the City Manager.

While on Leave Without Pay, the Employee's retirement benefits and annual leave accrual are suspended.

An Employee drawing Worker's Compensation benefits may choose to request Leave Without Pay or use PTO and Comp. Time to retain all benefits. Medical insurance coverage will be granted at the percentage the City normally pays for a maximum of six months. The Employee is responsible for payment of their percentage of medical insurance coverage. Any elective coverage must be paid by the Employee.

Employees should refer to the PERS handbook regarding PERS regulations for Leave Without Pay. An Employee's anniversary date will be adjusted to reflect actual days missed when Leave Without Pay exceeds 30 calendar days in any year.

No more than 60 working days per year of Leave Without Pay for personal reasons will ordinarily be granted unless the City expects to benefit by the Employee's acquisition of advanced or specialized training during their absence.

7.10 Unauthorized absences

Any absence not authorized and approved in accordance with these regulations shall be treated as Leave Without Pay, and may be grounds for corrective action, up to and including termination

SECTION 8 EMPLOYEE BENEFITS

8.1 Health Insurance

The City will provide a health insurance plan for all Regular Full-Time, Regular Part-Time, and Regular Seasonal Employees who elect to enroll. No health insurance plan will be provided for temporary Employees or volunteers. The City's health insurance plan provides all eligible Employees access to medical, pharmaceutical, dental, hearing and vision care insurance benefits. The City will contribute to the health insurance for eligible Employees as approved annually by the City Council. Eligible Employees may participate in the health insurance plan subject to all terms and conditions of the agreement between the City and the insurance carrier.

Regular Part-Time Employees who elect to enroll in the City's plan will have a percentage of health insurance paid by the City based on the number of hours worked in relation to Full-Time hours.

An Employee on Leave Without Pay may continue health insurance coverage at the Employee's own expense, except as provided under Workers Compensation or FMLA leave.

A change in employment classification that would result in loss of eligibility to participate in the health insurance plan may qualify an Employee for benefits continuation under the Consolidated Omnibus Budget Reconciliation Act (COBRA). Under COBRA, the Employee or beneficiary pays the full cost of coverage at tiered rates plus an administration fee. The health insurance carrier provides each eligible Employee with a written notice describing these rights and obligations when the Employee qualifies for COBRA coverage under the City's health insurance plan.

Employees will be responsible to notify Human Resources of any changes such as marriage, the birth of a child, death, or a divorce, that will affect health insurance within thirty (30) days of the qualifying event.

Details of the health insurance plan are described in the Summary Plan Description (SPD). An SPD and information on cost of coverage will be provided in advance of enrollment to eligible Employees.

Contact Human Resources for more information.

8.2 Retirement Benefits

Regular Full-Time, Regular Part-Time and Regular Seasonal Employees are required to participate in the State of Alaska Public Employees Retirement System (PERS). The City will contribute an amount as determined by the State's Retirement Actuaries. Regular Employees are required to

participate effective their first day of employment with the City. Upon termination, Employees may withdraw all voluntary and mandatory contributions with interest, as authorized by PERS.

Deferred Compensation Plans: Regular Full-Time, Regular Part-Time and Regular Seasonal Employees do not participate in the Federal Social Security Administration program. Instead, the City has established a matching deferred compensation program. The above Employees may tax defer up to the available legal limits of their income each year in a 457B plan. The City will match employee deferred contributions into a separate 401-A plan an amount up to current Social Security limits. The Employee must defer an amount as specified in the 401A plan.

Decisions to change plan administrators or offer a choice of more than one plan rests with the City Manager and is subject to approval by the City Council. Employees are urged to provide input about Retirement Benefits to Human Resources and through the Employee Relations Team.

8.3 Short-Term Disability and other Voluntary Benefits

Short-term disability is offered to Full-Time and benefit eligible Part-Time Employees. Short-Term Disability is a voluntary benefit that can help offset lost wages in the event an Employee must miss time due to an illness or injury. Short-term disability benefits may run concurrently with FMLA leave and/or any other leave where permitted by State and Federal law.

Other voluntary benefits may include Wellness Benefits, Hospital Plans, Critical Illness Plans, Accident Plans, etc. Benefits may vary, Human Resources will provide details of available plans at time of hire, eligibility date, and during open enrollment events.

8.4 Educational Assistance and Training

The City will provide an educational assistance program to encourage educational advancement so that Employees may maintain and improve job-related skills or enhance their ability to compete for jobs within the City. Participation in formal education assistance does not entitle the Employee to any advancement, a different job assignment, or pay increases, but may assist with performance and professional abilities.

In order to be eligible for educational assistance, individual courses or courses that are part of a degree, licensing, or certification program must be related to the Employee's current job duties or a foreseeable-future position in the City. The City Manager has the sole discretion to determine whether a course relates to an Employee's current job duties or a foreseeable-future position.

This program is subject to annual appropriation. Therefore, requests for educational assistance must be made by Aug. 31 to include related expenditures in draft departmental budgets submitted for the following fiscal year.

Regular Full-Time Employees who have completed 18 months of continuous service with the City are eligible to receive educational reimbursement in accordance with the City Educational Assistance policy.

Reimbursement will be limited to no more than \$2,500 per fiscal year per individual Employee based on the following criteria:

- Reimbursement is limited to 80 percent of tuition/fees for course work that is directly related to the Employee's current job classification with the City.
- Reimbursement is limited to 50 percent of tuition/fees for course work that is directly related to other job classifications with the City that will enhance the Employee's opportunity for advancement to those classifications.
- The City will not pay the cost of tuition that has been or will be paid for by other sources such as grants, scholarships, or other subsidies.

A commitment period will be required of all Employees receiving educational assistance from the City as follows:

- For coursework associated with an associate's degree, licensing or certification program, or professional skills upgrade; a 12 month commitment will take place and be served concurrently.
- For coursework associated with a bachelor's or master's Degree; an 18 month commitment will be incurred for each course/class, which will be served concurrently.
- All commitment dates start on the date City funds are reimbursed to the Employee.
- At the City's sole discretion, any commitment period may be waived by the City Manager if it is determined to be in the best interest of the City.
- Commitment periods are binding on the Employee only, and will not include a requirement by the City to maintain the employment of a participating Employee.

Whenever training is required by the City, all tuition costs will be paid by the City without a commitment period.

If an Employee voluntarily separates from City employment or is terminated for cause during a commitment period, the amount of the assistance will be treated as a loan and the Employee will be required to repay the City 100 percent of the educational assistance provided.

8.5 Employee Assistance Program (EAP)

The City will provide an Employee Assistance Program (EAP) designed to help Employees in dealing with issues that affect their lives and the quality of their job performance. The EAP is a confidential counseling and referral service that can help Employees successfully deal with life's challenges. The City Manager shall have power, subject to council approval, to make changes to the EAP plan. Human Resources will notify all Employees of any changes in EAP provider or coverage.

The City encourages Employees to use this valuable service whenever they have such a need. Employees who choose to use these counseling services are assured the information disclosed in their sessions is confidential and not available to the City, nor is the City given any information on who chooses to use the services. For questions or additional information about this program, Employees may contact Human Resources.

8.6 Annual Clothing Allowance

The City allows departments to purchase clothing with a City or department logo for Employees annually. Each purchase of this nature needs to be approved by the Department Director before the purchase is made and will not exceed budgeted amount as set by the City Manager. The item must contain a City or department logo, and the clothing needs to be suitable for work, and not just for personal interests. Departments can source from the clothing vendor of their choice, as long as the logo is included.

Departments that require specialized or specific clothing or gear, for example inclement weather gear for those who frequently work outside, steel toe boots or other clothing, equipment, or gear for safety requirements, will coordinate their own clothing, uniform, boot or shoe plan through the annual budgeting process with the City Manager. For more information about the Clothing Allowance, contact the Finance Department.

Section 9 WORKPLACE GUIDELINES

9.1 Dress and Grooming

Dress, grooming, and personal cleanliness standards contribute to the morale of all Employees and affect the business image the City presents to residents and visitors. During business hours or when representing the City, Employees are expected to present a clean, neat, and professional appearance. Employees should dress and groom themselves according to the requirements of their position

Except in the normal and approved function of their duties, Employees should avoid wearing clothing with the City logo in alcohol establishments or the like to assist in maintaining a positive reputation for the City. Each Supervisor or Department Director is responsible for establishing a reasonable dress code appropriate to the job the Employee performs. Employees should consult their Supervisor with any questions regarding what constitutes appropriate appearance.

9.2 Business Travel

Employee travel for official business outside the Valdez area must be properly authorized by the City Manager in advance in accordance to the City Business Travel and Expense policy. Employees should contact their Supervisor for guidance and assistance on procedures related to travel arrangements, travel advances, expense reports, reimbursement for specific expenses, or any other business travel issues.

Employee travel may be authorized for official City purposes by the City Manager. The City will

not compensate Employees for any non-essential costs. For example, if a training session ends on a Wednesday and the Employee does not return to work until the following Monday, the Employee will not be compensated for time (other than necessary travel time) or the extra costs incurred on Thursday and Friday.

The City will pay for authorized expenses related to mandatory training as determined by the Department Director. Employees must be in need of the specific training to perform their job requirements.

Non-mandatory training serves as professional development and may not significantly improve the Employee's ability to perform job requirements. Attendance, outside of regular working hours, at specialized, follow-up or other non-mandatory training will not be compensable in regards to wages. But the City may pay for expenses such as registration, travel or per diem. If an Employee resigns from their position within one year of receiving the training, the City may require the Employee to reimburse the City for the training expenses incurred.

Employees who are involved in an accident while traveling on business must promptly report the incident to their immediate Supervisor and Human Resources. Vehicles owned, leased, or rented by the City may not be used for personal use without prior approval from the Department Director.

Abuse of the Business Travel and Expense policy, including falsifying expense reports to reflect costs not incurred by the Employee, can be grounds for disciplinary action, up to and including termination of employment.

9.3 Loss of Driver's License

Employees whose job descriptions require maintenance of an Alaska Driver's License and a clean driving record are responsible for providing notification to their immediate Supervisor and Human Resources at any time that they are issued a citation which may lead to the loss or suspension of their driver's license, including the dates of any court hearings and restrictions or permissions on their citation or license. Employees subject to these provisions must immediately notify their Supervisor or Department Director and Human Resources upon revocation of a driver's license.

Operation of any City vehicle in the absence of the required license is strictly prohibited. Violation of this policy is grounds for immediate termination. Loss or suspension of driver's license for Employees covered by this policy may result in the individual being required to take Leave Without Pay or PTO for the period of license suspension, up to 90 days.

Loss of license may result in action ranging from temporary reassignment of duties to dismissal from City service, depending upon the specific circumstances in each case.

9.4 Use of City Equipment and Vehicles

City vehicles, equipment and facilities are to be used for official City business only. No personal use of city vehicles or equipment is allowed. Every Employee who operates equipment must have a current Alaska Driver's License. No City vehicles are to be used as "take home vehicles" (taking city vehicles home and using as a personal vehicle for non-city business), unless this is designated by the City Manager.

Equipment and vehicles essential in accomplishing job duties are expensive and may be difficult to replace. When using the City's property, Employees are expected to exercise care, and follow all operating instructions, safety standards, and guidelines. Notify the Supervisor immediately if any equipment, machines, tools, or vehicles appear to be damaged, defective, or has need of repair.

Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to Employees or others. Supervisors can answer any questions about the Employee's responsibility for maintenance and care of equipment or vehicles used on the job.

In the event of an accident/incident resulting in any damage to a city-owned vehicle, equipment, or any city property, the driver/operator or a department representative must notify the Department Director and Human Resources immediately and must submit an Incident Report to the Department Director and Human Resources within 24 hours of the occurrence of the incident or as soon as practicable thereafter. The Employee may be directed to take a post-accident controlled substance test as provided in section 4.6 of these Regulations.

The improper, careless, negligent, destructive, or unsafe use or operation of equipment or vehicles, as well as excessive or avoidable traffic violations, can result in disciplinary action, up to and including termination of employment. Unsafe use includes the improper use of a cellphone or other electronic device while operating city vehicles or equipment in violation of AS 28.35.161 or other state or federal law. City Employees should use hands free technology when communication via cellphone is required while operating City vehicles or equipment.

9.5 Private Vehicle Use

To provide public services in the most cost-efficient manner and to reduce the need for City owned vehicles, it may be desirable for some Employees to use their personal vehicles to conduct City business. The following policy has been established to reimburse Employees in this circumstance:

Employees who have a bona fide need, as determined by the City Manager, may elect to receive a vehicle allowance if the following terms and conditions are met:

- Routine use of a vehicle is required for the Employee's position.
- Employee will forfeit all routine use of City vehicles.

- Employee will maintain access to a Personally Owned Vehicle (POV) during required business hours.
- Employee agrees to maintain the minimum vehicle insurance that meets Alaska statutory requirements.
- Employee accepts this allowance as compensation in full for all costs associated with using their POV for official City business.
- A POV agreement is signed and on file by the Employee agreeing to these terms and conditions.

Incidental use of POV's for official business conducted for the convenience of the Employee will be done solely at the Employee's own risk and expense. If an Employee requiring the use of a vehicle does not want to enter into a POV agreement, a City vehicle will be made available for official purposes.

The vehicle allowance is intended to compensate Employees for routine vehicle use within the Valdez area. Additional travel reimbursement as outlined in the City Business Travel and Expense policy will apply for use of POVs for official City travel outside the Valdez area.

Personal vehicle insurance policies vary in their coverage for work-related use. All Employees using their personal vehicle for City business should verify that their insurance policy covers work-related use of their vehicle. Proof of insurance will be required. The City is not responsible for, and will not pay for damages or loss of the Employee's vehicle or its contents associated with its use for official City business. Collision/comprehensive insurance coverage should be purchased by Employees who desire to have such damages/loss covered. An Employee's insurance agent is the appropriate person to explain particular coverage and answer questions concerning the Alaska statutory limits.

9.6 Data and Cyber Security and Acceptable Use and Social Networking:

The Data and Cyber Security and Acceptable Use Policy specifies the use of information resources and information technology systems, electronic equipment, and the City Social Media policies.

Nothing in this policy is designed to interfere with, restrain, or prevent Employee communications regarding wages, hours, or other terms and conditions of employment as protected under the National Labor Relations Act during Employee's non-working hours. Employees have the right to engage in or refrain from such activities

9.601 Electronic and Digital Equipment, Internet and Information Access:

The Department of Information Technology within the City is the administrator of the City's Data and Cyber Security and Acceptable Use Policy. Employees within the City should adhere to the standards within this policy. Compliance with this policy is mandatory for all officials, Employees and contractors of the City. This policy applies to all City information, computer systems, networks and data that are used for official City business regardless of its location. Failure to comply could result in corrective action, up to and including termination

All City Employees will review and acknowledge this policy at time of hire, when changes or updates occur to the policy, and periodically as part of the annual policy acknowledgments.

Contact the Information Technology Department or Human Resources for more information.

9.602 Social Networking:

The City Social Media Policy is detailed in the Data and Cyber Security and Acceptable Use policy and outlines specific rules and guidelines for personal social networking, as well as establishment, management, and archiving of official City social networking accounts.

The City takes no position on an Employee's decision to start or maintain a blog or participate in other social networking activities. The City respects the right of Employees to use blogs and social networking sites as a medium of self-expression and public conversation and does not discriminate against Employees who use these media for personal interests and affiliations or other lawful purposes. However, it is the right and duty of the City to protect itself from unauthorized disclosure of information. Blogging and other forms of social networking include, but are not limited to, Facebook, Twitter, Instagram, YouTube and other video sites, Snapchat, Pinterest, chat rooms, professional organization chat boards, personal blogs and other similar forms of online journals, diaries and newsletters not affiliated with the City.

Employees shall not comment, post, or otherwise disclose on their personal or other third party social networking sites information which they only know as a result of their employment with the City. Information which is readily available to the public through the City website, official City social media sites, or other City publications may be shared. Employees may not represent themselves as an official spokesperson for the City on social networking sites without prior authorization. Use of the City logo and other trademarks are only authorized for official use.

The City reserves the right to monitor content about City business and City Employees publicly posted on the Internet. Employees are cautioned they should have no expectation of privacy while using City technology, equipment or facilities for any purpose. Employees may not use blogs or social networking sites to harass, threaten, discriminate against or disparage others.

The City may take personnel and/or legal action where necessary against any Employee who engages in prohibited or unlawful conduct. Employees are personally responsible for their commentary on blogs and social networking sites, and can be held personally liable for commentary considered defamatory, obscene, proprietary or libelous by any offended party, including the City. Illegal activity on social networking sites should be reported to law enforcement.

Contact Human Resources for more information.

SECTION 10 FORMAL COMPLAINT AND GRIEVANCE PROCEDURE

10.1 Citizen Complaints Regarding City Employees

Citizen complaints, which are submitted in writing and signed by the complainant, about City Employees should be directed to the Employee's Department Director. Complaints about Department Directors should be directed to the City Manager or Human Resources. The Employee should be given an opportunity to respond to the charge. If warranted, an investigation may be conducted pursuant to this section.

10.2 Formal Complaint Procedures

Employee Complaint Procedure:

Many Employee concerns may be resolved informally without filing a complaint when an Employee and Supervisor take time to review the concern and discuss options to address the issue. Employees are encouraged to attempt to resolve minor employment related issues informally if appropriate.

All Employees have the right to formally file a complaint regarding any statement, act, or behavior by an Employee, Supervisor, Department Director, elected official or visitor that they believe to be improper.

This Complaint Procedure shall be used for all qualifying employment related matters except those actions that result in termination, demotion, or suspension without pay. Formal complaints should follow the Employee's chain of command (i.e. Supervisor, Department Director, Assistant City Manager, City Manager). Complaints may also be filed directly with the Human Resources Director where there is fear of reprisal or where the complaints chain of command is the subject of the complaint.

Reporting: Employees should report complaints in writing by utilizing the Employee Complaint Form, but will not be compelled to do so.

Identification/Screening: The Supervisor, Department Director, and Assistant City Manager will report all formal written or verbal complaints to the City Manager or Human Resources Director. If the complaint is against the City Manager reports will be submitted to the Human Resources Director. Upon receipt, the City Manager or Human Resources Director will determine if the complaint was made pursuant to the Anti-Harassment Policy, the Anti-Sexual Harassment Policy, the Whistle Blower Policy, a grievance procedure or is another form of complaint. The City Manager or Human Resources Director may choose to act as the investigator or to appoint an investigator.

A file will be established including the written complaint, the investigation procedure followed and the response action plan. As soon as possible but no later than ten working days after receiving the complaint, the investigator, which may be the City Manager, Human Resources Director, or appointed investigator, will interview the Employee. If the Employee is reluctant to

sign a written complaint, the investigator will prepare written notes of the date, time and place of the complaint and the specific allegations. These notes will be read back to the Employee who will be asked to affirm, preferably in writing, the information's accuracy.

Investigation: The investigator will seek the advice of the Human Resources Director and City Attorney when planning the investigation. The investigation may be conducted internally, by a qualified third-party, or by the Valdez Police Department if it involves potential criminal charges. The investigation should establish the frequency and nature of the alleged conduct and whether the complaint coincides with other employment events such as a poor performance evaluation. The investigation should also determine if other Employees were subjected to similar misconduct. It is important to protect the rights of both the person making the complaint, any witnesses, and the alleged wrongdoer.

Response Plan – No Corrective Action Required: The City Manager will discuss the conclusions of the investigation with the Human Resources Director and the City Attorney and render a decision within fifteen working days after the investigation is complete. If the validity of a complaint cannot be determined or the complaint is groundless, the complaining Employee should be notified in writing.

If the investigation reveals that the complainant intentionally and maliciously levied false charges against the alleged wrongdoer, the complainant will be notified of the seriousness of filing a false complaint and appropriate disciplinary action will be taken.

Response Plan – Corrective Action Required: If the investigation reveals that the complaint is justified and substantiated, the City Manager will formulate with the advice of the Human Resources Director and City Attorney a corrective action plan as well as possible disciplinary action. The complaining Employee will be notified, in writing that it appears that the complaint was justified and an appropriate response plan has been formulated. The response plan should provide for appropriate remedial action to prevent a recurrence of the wrongful act or behavior. If the substantiated complaint is regarding the City Manager, the Human Resources Director will report the outcome of the investigation to the City Clerk and the City Attorney to determine the appropriate corrective action will be taken.

Any officer or Employee who, during or after the investigation process, is found to have engaged in inappropriate behavior or retaliation against any participant in the investigation will be subject to corrective action, up to and including termination.

10.3 Whistleblower Protection - Retaliation Prohibited

The City encourages Employees to raise serious concerns internally so the City can address and correct inappropriate conduct and actions. It is contrary to the values of the City to retaliate against any Employee or volunteer who, in good faith, reports an ethics violation or a violation of these Regulations.

Retaliation against individuals who raise issues of equal employment opportunity, discrimination, harassment or other violations of these Regulations and other City policies, or Federal, State, and City laws is prohibited. No retaliation, reprisal, or other adverse action will be taken against anyone who files a good faith report or participates in any subsequent investigation.

Retaliation means adverse conduct taken against an individual because the Employee reported an actual or perceived violation of these Regulations, opposed practices prohibited by these Regulations, or participated in the reporting of and investigation process described above. Adverse conduct includes but is not limited to:

- Shunning and/or avoiding an individual who reports harassment, discrimination or retaliation;
- Express or implied threats or intimidation intended to prevent an individual from reporting harassment, discrimination or retaliation;
- Denying employment benefits because an individual reported harassment, discrimination or retaliation or participated in the reporting and investigation process.

If an Employee feels they have been subjected to or observed any such retaliation, the Employee should contact Human Resources.

10.4 Grievance Procedure

This grievance procedure applies to dismissal, demotion, or suspension without pay of a regular status Employee, and to any action which denies an Employee the right to receive money or any other property protected under the State or Federal law. Temporary Employees and volunteers, are not entitled to use this grievance procedure. Nothing in this grievance procedure shall preclude the resolution of a grievance by mutual agreement of the parties. The Employee and the City are encouraged to consider mediation as a potential means of facilitating resolution of the grievance.

Only Employees filing a grievance pertaining to a disciplinary matter that involves dismissal, demotion, or suspension without pay, may initiate the grievance process set forth below:

1. Within five working days of receipt of written notification of a disciplinary action involving dismissal, demotion, or suspension without pay, the Employee must file a written grievance with the City Manager setting forth the reasons for the grievance and stating the relief sought. If the Employee fails to file a written grievance within that period, the grievance will be considered waived and will not be considered further.
2. The City Manager will respond to a timely filed grievance within 15 working days of personal receipt of the grievance. The City Manager's response must be in writing and include the City Manager's findings and conclusions. The City Manager has authority to uphold the prior action, enforce a different form of discipline or enforce no discipline at all. The City Manager, in his or her discretion, may designate a Grievance Review Officer

(GRO) to investigate and make a recommendation regarding the grievance within 15 working days of the City Manager's personal receipt of the grievance. If the City Manager is the subject of the grievance, a GRO must be assigned by Human Resources. The GRO must be a third-party professional with experience in employment law and grievance procedures. After receiving the recommendation of the GRO, the City Manager, or if the City Manager is the subject of the grievance, Human Resources, shall respond to the grievance within five working days. A copy of the GRO report will be made available to the Employee upon request.

3. If the Employee fails to meet the time limits set out in this grievance procedure, the grievance shall be considered waived and will not be considered further.
4. If the City fails to meet the time limits set out in this grievance procedure, the Employee may advance the grievance to the next step in the procedure.
5. The parties may agree to extend the time limits at any step of this procedure. Any agreement to extend the time limits must be in writing signed by both parties.

The decision of the City Manager or the GRO, when applicable, will be final.

10.5 Arbitration

The Employee, within five working days of receiving the City Manager's decision, or alternatively, the GRO's decision, may file with the City Manager a request to submit the grievance to binding arbitration. Binding arbitration shall only occur upon mutual consent of the parties and on terms mutually agreed upon in writing.

10.6 Recordkeeping

Complaint and grievance investigation documentation are confidential documents and are not part of the Employee's personnel file (except for the final disciplinary document) and therefore are not subject to review by the Employee except in accordance with statute or subpoena. Human Resources will confidentially and securely maintain records of the complaint or grievance in accordance with the City retention schedule.

APPENDIX A – Pay Schedule

Bi-Weekly Pay Schedule

As of January 1st, 2021

Steps RANGE	2021 Step A	2021 Step B	2021 Step C	2021 Step D	2021 Step E	2021 Step F	2021 Step J	2021 Step K	2021 Step L	2021 Step M
6	32,478.23	33,375.03	34,411.65	35,308.85	36,345.47	37,382.09	38,559.11	39,736.13	40,885.46	42,146.13
	1,249.16	1,283.66	1,323.53	1,358.03	1,397.90	1,437.77	1,483.04	1,528.31	1,572.52	1,621.01
	16.66	17.12	17.65	18.11	18.64	19.17	19.77	20.38	20.97	21.61
7	34,411.65	35,308.85	36,345.47	37,382.09	38,559.11	39,736.13	40,885.46	42,146.13	43,547.40	44,752.31
	1,323.53	1,358.03	1,397.90	1,437.77	1,483.04	1,528.31	1,572.52	1,621.01	1,674.90	1,721.24
	17.65	18.11	18.64	19.17	19.77	20.38	20.97	21.61	22.33	22.95
8	36,345.47	37,382.09	38,559.11	39,736.13	40,885.46	42,146.13	43,547.40	44,752.31	46,125.50	47,526.38
	1,397.90	1,437.77	1,483.04	1,528.31	1,572.52	1,621.01	1,674.90	1,721.24	1,774.06	1,827.94
	18.64	19.17	19.77	20.38	20.97	21.61	22.33	22.95	23.65	24.37
9	38,559.11	39,736.13	40,885.46	42,146.13	43,547.40	44,752.31	46,125.50	47,526.38	49,124.21	50,636.63
	1,483.04	1,528.31	1,572.52	1,621.01	1,674.90	1,721.24	1,774.06	1,827.94	1,889.39	1,947.56
	19.77	20.38	20.97	21.61	22.33	22.95	23.65	24.37	25.19	25.97
10	40,885.46	42,146.13	43,547.40	44,752.31	46,125.50	47,526.38	49,124.21	50,636.63	52,402.55	54,196.16
	1,572.52	1,621.01	1,674.90	1,721.24	1,774.06	1,827.94	1,889.39	1,947.56	2,015.48	2,084.47
	20.97	21.61	22.33	22.95	23.65	24.37	25.19	25.97	26.87	27.79
11	43,547.40	44,752.31	46,125.50	47,526.38	49,124.21	50,636.63	52,402.55	54,196.16	56,073.81	58,118.97
	1,674.90	1,721.24	1,774.06	1,827.94	1,889.39	1,947.56	2,015.48	2,084.47	2,156.69	2,235.35
	22.33	22.95	23.65	24.37	25.19	25.97	26.87	27.79	28.76	29.80
12	46,125.50	47,526.38	49,124.21	50,636.63	52,402.55	54,196.16	56,073.81	58,119.36	60,192.60	62,462.21
	1,774.06	1,827.94	1,889.39	1,947.56	2,015.48	2,084.47	2,156.69	2,235.36	2,315.10	2,402.39
	23.65	24.37	25.19	25.97	26.87	27.79	28.76	29.80	30.87	32.03
13	49,124.21	50,636.63	52,402.55	54,196.16	56,073.81	58,119.36	60,192.60	62,462.21	64,508.34	66,861.80
	1,889.39	1,947.56	2,015.48	2,084.47	2,156.69	2,235.36	2,315.10	2,402.39	2,481.09	2,571.61
	25.19	25.97	26.87	27.79	28.76	29.80	30.87	32.03	33.08	34.29
14	52,402.55	54,196.16	56,073.81	58,119.36	60,192.60	62,462.21	64,508.34	66,861.80	69,356.43	71,850.48
	2,015.48	2,084.47	2,156.69	2,235.36	2,315.10	2,402.39	2,481.09	2,571.61	2,667.56	2,763.48
	26.87	27.79	28.76	29.80	30.87	32.03	33.08	34.29	35.57	36.85
15	56,073.81	58,119.36	60,192.60	62,462.21	64,508.34	66,861.80	69,356.43	71,850.29	74,260.10	76,866.08
	2,156.69	2,235.36	2,315.10	2,402.39	2,481.09	2,571.61	2,667.56	2,763.47	2,856.16	2,956.39
	28.76	29.80	30.87	32.03	33.08	34.29	35.57	36.85	38.08	39.42

Bi-Weekly Pay Schedule

As of January 1st, 2021

Steps RANGE	2021 Step A	2021 Step B	2021 Step C	2021 Step D	2021 Step E	2021 Step F	2021 Step J	2021 Step K	2021 Step L	2021 Step M
16	60,192.60	62,462.21	64,508.34	66,861.80	69,356.43	71,850.29	74,260.10	76,866.47	79,388.79	82,330.37
	2,315.10	2,402.39	2,481.09	2,571.61	2,667.56	2,763.47	2,856.16	2,956.40	3,053.42	3,166.55
	30.87	32.03	33.08	34.29	35.57	36.85	38.08	39.42	40.71	42.22
17	64,508.34	66,861.80	69,356.43	71,850.29	74,260.10	76,866.47	79,388.79	82,330.37	84,909.05	88,046.99
	2,481.09	2,571.61	2,667.56	2,763.47	2,856.16	2,956.40	3,053.42	3,166.55	3,265.73	3,386.42
	33.08	34.29	35.57	36.85	38.08	39.42	40.71	42.22	43.54	45.15
18	69,356.43	71,850.29	74,260.10	76,866.47	79,388.79	82,330.37	84,909.05	88,046.99	90,709.91	94,044.21
	2,667.56	2,763.47	2,856.16	2,956.40	3,053.42	3,166.55	3,265.73	3,386.42	3,488.84	3,617.09
	35.57	36.85	38.08	39.42	40.71	42.22	43.54	45.15	46.52	48.23
19	74,260.10	76,866.47	79,388.79	82,331.93	84,909.05	88,046.99	90,709.91	94,044.21	97,014.84	100,517.43
	2,856.16	2,956.40	3,053.42	3,166.61	3,265.73	3,386.42	3,488.84	3,617.09	3,731.34	3,866.06
	38.08	39.42	40.71	42.22	43.54	45.15	46.52	48.23	49.75	51.55
20	79,388.79	82,330.37	84,909.05	88,046.99	90,709.91	94,044.21	97,014.84	100,517.43	103,852.13	107,719.37
	3,053.42	3,166.55	3,265.73	3,386.42	3,488.84	3,617.09	3,731.34	3,866.06	3,994.31	4,143.05
	40.71	42.22	43.54	45.15	46.52	48.23	49.75	51.55	53.26	55.24

Exempt or Executive Schedule

30	84,681.38	87,819.06	90,569.65	93,916.78	96,757.23	100,313.82	103,482.50	107,218.59	110,775.60	114,900.66
	3,256.98	3,377.66	3,483.45	3,612.18	3,721.43	3,858.22	3,980.10	4,123.79	4,260.60	4,419.26
	40.71	42.22	43.54	45.15	46.52	48.23	49.75	51.55	53.26	55.24
31	90,569.65	93,916.78	96,757.23	100,313.82	103,482.50	107,218.59	110,775.60	114,900.66	118,666.91	123,120.82
	3,483.45	3,612.18	3,721.43	3,858.22	3,980.10	4,123.79	4,260.60	4,419.26	4,564.11	4,735.42
	43.54	45.15	46.52	48.23	49.75	51.55	53.26	55.24	57.05	59.19
32	96,757.23	100,313.82	103,482.50	107,218.59	110,775.60	114,900.66	118,666.91	123,120.82	127,275.41	131,579.97
	3,721.43	3,858.22	3,980.10	4,123.79	4,260.60	4,419.26	4,564.11	4,735.42	4,895.21	5,060.77
	46.52	48.23	49.75	51.55	53.26	55.24	57.05	59.19	61.19	63.26
33	103,482.50	107,218.59	110,784.34	114,900.66	118,666.91	123,120.82	127,275.41	131,579.97	136,190.50	140,944.34
	3,980.10	4,123.79	4,260.94	4,419.26	4,564.11	4,735.42	4,895.21	5,060.77	5,238.10	5,420.94
	49.75	51.55	53.26	55.24	57.05	59.19	61.19	63.26	65.48	67.76

**Due to Rounding issues this may vary slightly from the Caselle Pay Scale*

APPENDIX B - Definitions

Definitions:

“Administrative Officers” or “Officers” or “Executive Officers” are the Department Directors and the Assistant City Manager appointed by the City Manager on the basis of merit and fitness. Officers cannot be arbitrarily discharged from employment. Officers are considered “Employees” for purposes of these regulations except as otherwise provided. Officers shall be paid on a salary basis using an executive level pay scale and shall be exempt from overtime compensation.

“City” or “Valdez” means the City of Valdez

“City Code” or “VMC” means the Valdez Municipal Code.

“City Clerk” means the officer appointed by the City Council in accordance with Section 5.3 of the City Charter and VMC 2.12.010. The City Clerk is responsible for fulfilling the duties established under Section 5.4 of the City Charter, VMC 2.12.20, and elsewhere in the City Code.

“City Manager” means the officer appointed by the City Council in accordance with Section 5.3 of the City Charter and VMC 2.08.010. The City Manager is responsible for fulfilling the duties established under Section 5.3(a) the City Charter and the City Code. The City Council may assign additional duties to the City Manager. The City Manager is the chief administrative officer of the City Council responsible for the employment of all Employees and the supervision and coordination of the personnel policies and practices of the City.

“Compensatory Time” or “Comp Time” as defined by the Fair Labor Standards Act and as used herein means accrued leave time that is earned in lieu of monetary compensation for overtime hours worked. The calculation used is the same as for monetary overtime.

“Department” means an administrative department established pursuant to Chapter V of the City Charter and Section 2.08.050 of the City Code.

“Department Director” means a City Employee appointed by the City Manager to oversee and assume responsibility for all activities, functions, and duties of the Department as established under the City Code or assigned by the City Manager.

“Deputy City Clerk” is a position appointed by the City Council upon recommendation by the City Clerk. The Deputy City Clerk is a contract Employee and negotiates terms of employment directly with the City Council. This position cannot be arbitrarily discharged from employment and is considered a non-exempt Employee. Provisions of these regulations that do not otherwise conflict with the established employment contract will be used by the City Council as a guide regarding the management of this position.

“Electronic Nicotine-Delivery-System Products”: electronic cigarettes, electronic cigars, electronic pipes, electronic nicotine-delivery-system products and similar products that rely on vaporization or aerosolization.

“Employees” or “City Employees” are those employed by the City, other than the City Manager and City Clerk, hired on the basis of merit and fitness. Employees, other than those classified as Limited Part-Time and Temporary/Limited Seasonal, cannot be arbitrarily discharged from employment. Employees, other than Administrative Officers and those positions classified as exempt, shall be paid an hourly wage and shall be eligible for overtime compensation.

“FLSA” means Fair Labor Standards Act of 1938 as amended.

“Gratuity” or “Substantial Gift” means a gift sufficient to influence a person’s opinion, judgment action, decision or exercise of discretion as a City Employee. For the purpose of these Regulations “Gratuity” of “Substantial Gift” does not include:

- A meal
- Discounts or Prizes that are generally available to the public or large sections thereof
- Gifts presented in recognition of meritorious service or other Employee recognition award
- An occasional nonpecuniary gift of insignificant value
- Any gift which would have been offered or given even if not an Employee of the City

“Immediate Family” consists of the Employee's spouse, parent, child, grandparent, grandchild, brother, sister, parent-in-law, grandparent-in-law, brother-in-law and sister-in-law. The immediate family will be considered to include step relations and legal-guardianship relationships. Upon request, the Employee will furnish the City with documentation of the passing.

“Longevity” is the length of time an Employee has been with the city in a Regular position. Longevity may include previous service if there is a span of twelve months or less between service dates. is relating to the number of years an Employee has been with the government.

“Poor Performance” is an inability or unwillingness of an Employee to perform clearly defined minimum job requirements after appropriate training.

“Positive Test” result from drug testing, means a drug test result verified to have evidence of prohibited drug use. In alcohol testing, means a confirmation test result equal to or greater than established State or Federal guidelines. Positive test result is a refusal to test or a test out of compliance, such as low temperature or deluded sample.

“Public Employees Retirement System (PERS)” all Regular Full-Time, Regular Part-Time and Regular Seasonal Employees are required to participate in the State of Alaska Public Employees Retirement System (PERS).

“Regular Full-Time Employees” are those Employees who are not in a temporary or introductory status and who are regularly scheduled to work the City's Full-Time schedule of 37.5 hours per week, a minimum of 40 hours per week for executive or salary Employees, or other schedules as approved by the City Manager. Are entitled to full benefits as provided by the City of Valdez.

“Regular Part-Time Employees” are those Employees who are not assigned to a temporary or introductory status and are regularly scheduled to work more than 15 hours per week but less than 37.5 hours a week. While they do receive all legally mandated benefits, they are eligible for benefits sponsored by the City, subject to the terms, conditions, and limitations of each benefit program.

“Regular Seasonal Employees” are those Employees occupying positions on a seasonal basis that regularly require working less than a cumulative of 1,559 hours per year and are entitled to partial benefits as provided herein.

“Related Person” shall mean a spouse; parents; step-parents; brothers, sisters and their spouses; step-brothers, step-sisters and their spouses; children and their spouses; father-in-law; mother-in-law; sister-in-law; brother-in-law; grandparents and their spouses; grandchildren and their spouses or children; stepchildren and their spouses; grand-stepchildren and their children; aunts; uncles; nieces; nephews; and persons residing in the same house as the Employee.

“Substantial Gift” see Gratuity.

“Supervisor” means an Employee with authority to manage and/or direct other Employees within the same Department where the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

“Terminal or Terminus Leave” There are two types of Terminus leave:

- 1) Leave approved to be taken in lieu of resignation period (This type of leave is not permitted.)
- 2) Leave where Employee is unable to return from an approved leave due to circumstances beyond their control; such as Medical or Military leave. In this case, termination date is the date of notification rather than actual last day worked.

“Termination Date” Actual last day worked (see exception under Terminus Leave).

“Temporary Employees” are those Employees who are hired as interim replacements, to temporarily supplement the work force, or to assist in the completion of a specific project. Employment assignments in this category will not exceed 1,559 hours in the look back period from Nov. 1 to Oct. 31. Employment beyond any initially stated period does not imply a change in employment status. While temporary Employees receive all legally mandated benefits, they are ineligible for the entirety of the City's other benefit programs and may be terminated without advanced notice and without cause.

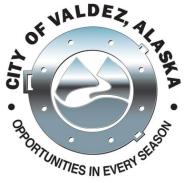
“Valdez” or “City” means the City of Valdez.

“Volunteer” An individual who donates hours of service without compensation (Fire Department Volunteers may receive stipends as provided for in the FLSA).

“Year” For benefit purposes a year is defined as a minimum of 1950 hours or 2080 hours for FLSA-Exempt Employees.

“Working Days” is defined as normal city business days.

“Working Days, Nonstandard” Department Directors of departments that required 24/7 coverage or have multiple or non-standard shifts may establish nonstandard working days for the purpose of scheduling, and coverage.



Legislation Text

File #: 21-0130, **Version:** 1

ITEM TITLE:

Change Order Report: Change order with Orion Construction for HHES and VHS Generator Replacement in the amount of \$15,660.00

SUBMITTED BY: Tom Sanborn

FISCAL NOTES:

Expenditure Required: \$15,660.00

Unencumbered Balance: \$484,483.38

Funding Source: 350-0350-55000.1808

RECOMMENDATION:

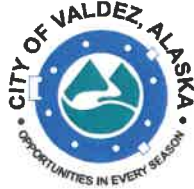
Receive and File

SUMMARY STATEMENT:

Change Order #1 on the HHES and VHS Generator Replacement project consists of modifying the design of the new generator enclosure to achieve an improved sound attenuation limit of 75dB and a 2-hr fire rating.

This design modification will reduce hazardous noise pollution for maintenance personnel as well as eliminate the hearing protection requirement in the vicinity of the generator while it is operating.

This report is filed per City Procurement Code 2.80.050



**CHANGE ORDER
CITY OF VALDEZ**

TO:
Orion Construction, Inc.
3038 N Caribou Street
Wasilla, AK 99654

DATE ISSUED: 1/25/2021
CHANGE ORDER NO. 1
COST CODE NO. 330-0310-55000.1808
PROJECT NO. 19-350-1808
CONTRACT NO. 1615

PROJECT:
Herman Hutchens Elementary School (HHES)
and Valdez High School (VHS) Generator
Replacement

Distribute to:
Engineering x
Owner x

You are directed to make the changes in this CONTRACT as follows:

Change the design to the generator enclosure as directed to achieve an improved sound attenuation limit of 75 dB and a 2-hour fire rating.

Justification: These changes are operationally desirable for the school maintenance personnel, and will reduce noise pollution while the generator is in operation. This change will also reduce the required hearing protections for personnel in the vicinity of the generator.

Not valid until signed by the City Manager. Signature of Contractor indicates his agreement herewith, including any adjustment in CONTRACT sum or CONTRACT time.

The original CONTRACT sum was	\$	<u>1,005,820.00</u>
Change by previously authorized Change Order(s)	\$	<u>0.00</u>
The CONTRACT sum prior to this Change Order was	\$	<u>1,005,820.00</u>
The CONTRACT sum will be (increased/decreased) by this Change Order	\$	<u>15,660.00</u>
New CONTRACT sum including this Change Order will be	\$	<u>1,021,480.00</u>

CONTRACT time is not affected by this change. Therefore, date of Substantial Completion as of the date of this Change Order remains August 16, 2021.

ORION CONSTRUCTION, INC.

By: [Signature]
Date: 1/28/21

**AUTHORIZED BY:
CITY OF VALDEZ**

By: [Signature]
Mark Detter, City Manager
Date: 2/16/21

CORPORATE SEAL

RECOMMENDED

By: [Signature]
Nathan Duval, Director of Capital Facilities
Date: 2-16-21



[Signature]
Corporate Secretary



ORION CONSTRUCTION INC.
 3038 N Caribou St
 Wasilla, AK 99654
 907-631-3550 office
 907-357-2689 fax
orionconstructioninc@gmail.com

COST PROPOSAL
001

Date: 01/15/2020

Project Name: HHES & VHS Generator Replacement

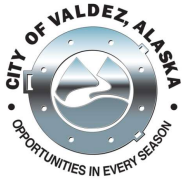
Project No. 19-350-1808

Project Reference: Change of Genset Enclosure

Additional Time Requested: None.

DESCRIPTION	Hours/ Material	Unit Cost	Total
Coordination of change	1	\$80.00	\$80
On Site Foreman/Superintendent Time	0	\$80.00	\$0
Truck and Fuel	0	\$80.00	\$0
Safety	0	\$80.00	\$0
General Liability @ 3.2%	0	\$60.00	\$0
Labor:	0	\$80.00	\$0
Materials:	0	\$80.00	\$0
Equipment / Lifts:	0	\$80.00	\$0
Small Tools and Consumables:	0	\$80.00	\$0
	0	\$80.00	\$0
	0	\$80.00	\$0
	0	\$80.00	\$0
	0	\$80.00	\$0
Total Direct Costs			\$80
10% Overhead			\$8
10% Profit			\$9
Direct with Markup			\$97
Equipment/Materials Costs: NC Power Systems			\$ 13,790
			\$ -
Total Materials Costs			\$ 13,790
10% on Materials			\$ 1,379
Total Material Cost			\$ 15,169
Subtotal:			\$ 15,266
Bonds		2.60%	\$ 394
Grand Total:			\$ 15,660

 Jeffery Barker, Orion Construction Inc



Legislation Text

File #: 21-0131, **Version:** 1

ITEM TITLE:

Report: Temporary Land Use Permit #21-01 for Valdez Motor Sports Club for a 2-acre Portion of USS 439 (Pipeyard)

SUBMITTED BY: Nicole LeRoy, Planning Technician

FISCAL NOTES:

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

RECOMMENDATION:

Report only

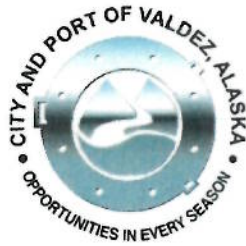
SUMMARY STATEMENT:

On February 3, 2021, Planning Department staff received a temporary land use permit application 21-01 from Valdez Motor Sports Club, Inc. to stage and operate youth races at a 2-acre portion of USS 439 (the Pipeyard) for the dates of February 20, 2021, March 6, 2021, March 27, 2021 and April 3, 2021.

TLUP fees are established via Resolution #12-36. For the 4-day period the Valdez Motor Sports Club is utilized the area, the permit fee is \$36.00.

VMC 17.48.140 allows for the City Manager to administratively grant temporary land permits for the use of city owned property so long as the permit shall not exceed one month (thirty-one days) in duration and the issuance of said permit was reported to City Council and the Planning and Zoning Commission at the next regularly scheduled meetings. The Planning and Zoning Commission received a report of issuance of this permit at the February 24, 2021 meeting. The Planning Department executed a temporary land use permit to the Valdez Motor Sports Club on the 18th day of February, 2021.

RECEIVED
By nleroy at 9:34 am, Feb 03, 2021



**CITY OF VALDEZ
TEMPORARY LAND USE PERMIT APPLICATION FORM**

Application Fee: \$50.00 (Non-Refundable) Waived 2017 per Resolution #12-72

File No. 21-01

Date Recv'd. 2/3/2021

Directions:

1. Please type or print legibly.
2. Please submit this application form to the Office of Community & Economic Development, P.O. Box 307, Valdez, Alaska 99686.
3. Please answer all questions on this form, or put N/A (not applicable) in the spaces provided, as the answer applies.

Applicant name: Valdez Motor Sports Club INC, Ken Larsen

Mailing address: P.O. Box 3689

City, State, Zip: Valdez, AK, 99686

Daytime telephone: 907-255-2164

SIGNATURE: [Handwritten Signature]

Representative name: _____

Mailing address: _____

City, State, Zip: _____

Daytime telephone: _____

Legal Description of Property Affected by Application:

Located in Township _____ Range _____ Section _____, CRM
Lot/Block/Tract/Subd. V55 455 Plat # _____
Street Address/O des tio _____
Tax # _____ ther crip n Valdez Siz Pitt Ford

Property 2 Acres

Type of business to be placed on the property: Track for 120 races- youth races per Ken - NL

Size of temporary building(s) to be placed on the property: (1) Blue room

Duration of lease requested (6 months maximum): 2/6/21 & 2/20/21
2/20/21, 3/6/2021, 3/27/2021, 4/3/2021(see attached email)

Special lease requirements: _____

Submitted materials attached - The following submitted materials must be submitted when applying for a lease on City land.

- 1. Plot Plan -- A drawing of the proposed lease property showing:
 - a. Size of lot (to scale)
 - N/A b. Placement and size of buildings, storage units, miscellaneous structures planned (to scale)
 - N/A c. Water & sewer lines, locations of septic tanks, if needed
 - N/A d. Parking spaces (numbered on the drawing with a total number indicated).
- N/A 2. Fees -- All applicable fees must be submitted prior to the execution of a lease.
 - a. Application Fee (\$50.00). Covers the costs associated with processing the application (Non-refundable).

W/P 3. Liability Insurance – The Permittee shall, at its own expense, maintain and keep force during the terms of this Permit adequate insurance to protect both Valdez and Permittee against comprehensive public liability claims arising from the use of the property in the minimum limit of ONE MILLION DOLLARS (\$1,000,000) combined single limit to protect against liability for personal injury, death or property damage.

✓ 4. Financial Data – The applicant is a:

Sole proprietorship _____

Partnership _____

Corporation ✓

Other (Please explain) _____

N/A 5. Partnership Statement – If applicant is a partnership, answer the following:

a. Date of Organization _____

b. General partnership () / Limited partnership ()

c. Statement of partnership recorded? () yes () no

Where _____

d. Has the partnership done business in Alaska?

() yes () no

When _____

Where _____

e. Name, address and partnership share of each general and limited partner. If a partner is a corporation, complete page for corporation.

<u>Limited/ General</u>	<u>Name</u>	<u>Address</u>	<u>Share</u>

f. Attach a complete copy of the partnership agreement.

✓ 6.

Corporation Statement—If applicant is a corporation, answer the following:

- a. Date of incorporation 1993
- b. Where incorporated VALDEZ

c. Is the corporation authorized to do business in Alaska?

- yes
- no

If so, as of what date 4/17/1996

d. The corporation is held:

- Publicly
- Privately

e. If publicly held, how and where is the stock traded?

f. Furnish the name, title, and address of each officer and in addition, the same information for each principal stockholder owning more than ten percent of the corporation.

<u>Name</u>	<u>Title</u>	<u>Address</u>	<u>Share</u>
-------------	--------------	----------------	--------------

g. Furnish the names of the officers specifically authorized to execute contracts and other corporate commitments under the corporate articles and/or by-laws.

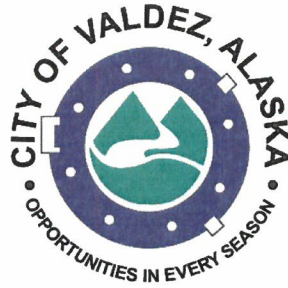


4620 Keystone Ave
Valdez Motor Sports LUP
(Snow Machine Race Area)
Portions of Blocks 17-19 & 22-27, Valdez Townsite



COV Pipeyard





CITY OF VALDEZ
TEMPORARY LAND USE PERMIT AGREEMENT

Permit No. 21-01

This Temporary Land Use Permit Agreement (hereinafter referred to as Permit) is entered into this 18th day of February 2021 by and between the **CITY OF VALDEZ**, an Alaska municipal corporation (hereinafter referred to as “City” or “Valdez”), whose address is P.O. Box 307, Valdez, Alaska, 99686, and **VALDEZ MOTOR SPORTS CLUB, INC.** (hereinafter referred to as “Permittee”), whose address is P.O. Box 3689, Valdez, Alaska 99686.

WITNESSETH:

1. Permit. Valdez hereby grants to Permittee the right and privilege to be present upon the following described real property belonging to Valdez pursuant to the terms of this Permit Agreement:

A 2-Acre Portion of USS 439
(See Exhibit “A”)

2. Term and Termination. Permittee may use the Property for the purposes set forth herein on **February 20, 2021, March 3, 2021, March 27, 2021, and April 3, 2021**. Permittee shall vacate the Property immediately after the expiration of this Permit.

3. Use. Permittee shall use the Property for staging for a track for the youth snowmobile races and for no other purposes. Specific buildings permitted include:

- a. Portable restrooms

Permittee may construct a snowmobile racing course on the Property. Upon expiration of the term of this Permit, Permittee shall either demolish any course constructed on the Property. Between dates allowed by this Permit, Permittee shall restrict access to the course by placing snow berms in the locations identified in Exhibit A, attached hereto.

All participants and/or competitors participating in snowmobile racing activities shall execute a waiver of liability form approved by the City.

Use of the Property under this Permit shall conform with existing City of Valdez zoning requirements and the City of Valdez comprehensive plan. Use of the Property under this Permit shall not adversely impact public access or Valdez operations.

All fuel petroleum and other toxic products maintained, stored or used at the Property shall be stored no less than 100 feet away from the nearest surface waterbody, and contained and confined in a manner which prevents any spillage from entering the Property, including without limitation any surface waters. In the event of a fuel or other toxic product spill, Permittee shall immediately notify the Valdez office of the Department of Environmental Conservation of the same. Permittee must maintain on hand at all times sorbent materials in sufficient quantity to handle operational spills for use in the event of a fuel or other toxic product spill.

No permanent structures shall be erected on the property; and no permanent alteration of the land shall occur.

4. Permittee Not a Lessee. No legal title or leasehold interest in the Property shall be deemed or construed to have been created or vested in Permittee by anything contained herein. The purpose of this permit is to convey a non-possession interest by the City of Valdez to Permittee in that certain property (not to exceed two acres) described in paragraph 1 above. The City of Valdez shall maintain all right, title, and interest in that Property as fee simple owner thereof, and Permittee by virtue of this Permit has only the right and privilege to be present upon the Property and to make use of it for the purpose set forth in paragraph 3 above.

5. Fee. In consideration for use of land owned by the City of Valdez, Permittee agrees to pay in advance a lump sum equal to a flat monthly fee of two hundred fifty dollars (\$250.00) per month of occupancy plus a pro-rated daily rate of nine dollars (\$9.00) per day for the number of days this permit is in effect other than a full month.

6. Insurance Requirement. The Permittee shall, at its own expense, purchase, maintain and otherwise keep in force the following insurance for the duration of this Agreement. The City shall be notified immediately prior to any termination, cancellation, or any other material change in such insurance. The Permittee shall provide the City a Certificate of Insurance prior to the commencement of any activity undertaken in connection with this Temporary Land Use Permit Agreement. Failure to provide adequate proof of insurance prior to the occupation of the Property will result in revocation of the Permit.

Event Liability Insurance: Covering the Permittee and the City for any and all claims for personal injury, bodily injury (including death) and property damage (including environmental degradation or contamination) arising from any activity occurring as a result of this Temporary Land Use Permit Agreement.

Minimum limits: \$1,000,000 Each Occurrence
 \$100,000 Damage to Rented Premises
 \$5,000 Medical Payments
 \$1,000,000 Personal & Adv Injury
 \$2,000,000 General Aggregate
 \$2,000,000 Products and Completed Operations Aggregate

The City of Valdez shall be included as an Additional Insured.

7. Maintenance. Permittee agrees to maintain the property in a neat and orderly fashion. Upon termination of this Permit, Permittee agrees to leave the premises in a neat and clean condition.

8. Mechanic's Liens. Permittee shall pay all costs for construction done by it or caused to be done by it on the Property as permitted by this Permit. Permittee agrees not to construct any permanent structures on the property.

9. Utilities. Permittee shall be solely liable for and shall timely pay when due all expenses and fees for all utilities used or consumed with respect to the Property. The Permittee shall be required to provide and maintain sanitary facilities to include, but not be limited to, port-a-potties and garbage dumpsters.

10. Exculpation of Valdez. Valdez shall not be liable to Permittee for any damage to Permittee or Permittee's property from any cause. Permittee waives all claims against Valdez for damage to persons or property arising from any reason.

11. Indemnity. Permittee shall hold the City of Valdez harmless from and against any and all damages arising out of any damage to any persons or property occurring in, on, or about the Property.

12. Condemnation. If during the term of this Permit there is any taking by condemnation of the Property or any interest in this Permit, this Permit shall terminate on the date of taking. Any condemnation award shall belong to and be paid to The City of Valdez, and Permittee hereby assigns to the City of Valdez Permittee's interest therein.

13. No Encumbrance or Assignment Permitted. Permittee shall not voluntarily encumber its interest in this Permit or in the Property or attempt to assign all or any part of the Property, or allow any other person or entity, except its authorized representatives, to occupy or use all or any part of the Property.

14. Default. The occurrence of any of the following shall constitute a default under this Permit by Permittee:

(a) Failure to pay fees when due, if the failure continues for fifteen (15) days after written notice for payment;

(b) Any default in or failure to perform any term, covenant, or condition of this Permit.

(c) Failure of the Permittee to provide proof of insurance coverage as required in Section 6 of Permit.

(d) The making of any assignments for the benefit of creditors of Permittee, the appointment of a receiver for Permittee's business, the entry of an Order for Relief as to Permittee under the United States Bankruptcy Code as now in effect or hereafter amended, the insolvency of Permittee, or any similar situation.

15. Remedies. In the event of any default by Permittee under the provisions of paragraph 14 of this Permit, all of Permittee's rights hereunder shall immediately terminate; and the City of Valdez may, in addition to any rights and remedies that it may be given by statute, common law, express agreement, or otherwise, enter and take sole possession and control of the Property.

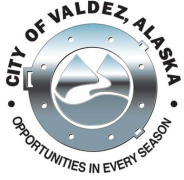
16. Valdez' Entry on Premises. The City of Valdez shall have the right to enter the Property at any time and, in view of the fact this Permit constitutes a license on real property rather than a lease, shall at all times remain in possession of the Property.

17. Notices. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by certified mail, return receipt requested, and shall be addressed to the other party at the address set forth in the introductory paragraph of this Permit. Either party may change its address by notifying the other party of the change of address. Such notices shall be deemed given when mailed irrespective of whether or not they are received.

18. Modification, Amendment, Waiver. No delay or omission in the exercise of any right or remedy of the City of Valdez on any default by Permittee shall impair such a right or remedy or be construed as a waiver. No modification, amendment, or waiver of any of the provisions of this Agreement shall be effective unless in writing, specifically referring hereto, and authorized by both parties.

19. Governing Law/Jurisdiction. This Permit shall be governed by, interpreted, and enforced in accordance with the laws of the State of Alaska and the laws of the United States, as applicable. The venue for all litigation arising out of or relating to this Agreement shall be Valdez, Alaska. The parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Alaska and waive any defense of *forum non conveniens*.

20. Miscellaneous. Time is of the essence with respect to each provision of the Permit, and it shall be binding upon and inure to the benefit of the parties, their heirs, assigns, and successors in interest. The enforceability, invalidity, or illegality of any provisions of this Permit



Legislation Text

File #: 21-0132, **Version:** 2

ITEM TITLE:

Information Technology Department Report - Verbal Presentation

SUBMITTED BY: Matthew Osburn, IT Director

FISCAL NOTES:

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

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

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

RECOMMENDATION:

Receive and file.

SUMMARY STATEMENT:

Matthew Osburn, IT Director, will provide a brief overview of the Information Technology Department budget, projects and responsibilities.

*This presentation is the first of a planned ongoing series of department operations reporting.

- The purpose of the presentations is to give council a venue to learn and inquire about to day-to-day citywide operations, status updates, budgetary trends, performance metrics, and future resource and programming requests.
- Management also views regular, ongoing operations reporting as a necessary precursor to biennial budgeting, which is contemplated for 2023-2024, pending discussions with Council.
- Management is attempting to incorporate some of these presentations into Council regular-agendas when time permits, so as to leave available work session-evenings open for other topics
- Presentations will typically span twenty to sixty minutes. Management anticipates that longer, more complex presentations will be scheduled for work sessions.
- Previously, various departments have submitted reports on a fairly regular basis. This presentation-approach is meant to directly engage Council, and to enable a lower-altitude view of operations outside of the October budget workshop schedule.
- Management plans for a Finance Department presentation on March 16th during the regular agenda, time permitting.

Information Technology



Overview

- County and City Services
- 17 Years / Second Director
- 5 FTE
- Infrastructure
 - 135 Mobile Devices
 - 118 Computers
 - 55 Network Devices
 - 8 Servers. – Down from 21
 - 40 Virtual Machines
 - 14 Buildings / Locations

Overview

- Examples of Supported Services
 - Movie Tickets
 - Water / Power Meters
 - HVAC / SCADA
 - Harbor Light Controller
 - Doors / Gate
 - Cameras
 - 911 ALI Services
 - Pet Tracking Software
 - Library Public PCs
 - Online Meetings
 - Finger Print Scanner
 - Ticketing
 - Pool
 - Digital Displays
 - VPNs
 - HR Software
 - Planning
 - OSHA Tracking

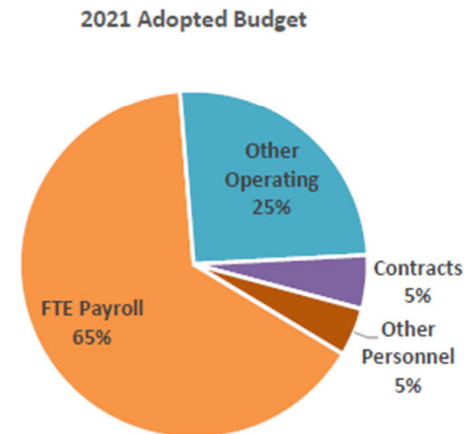
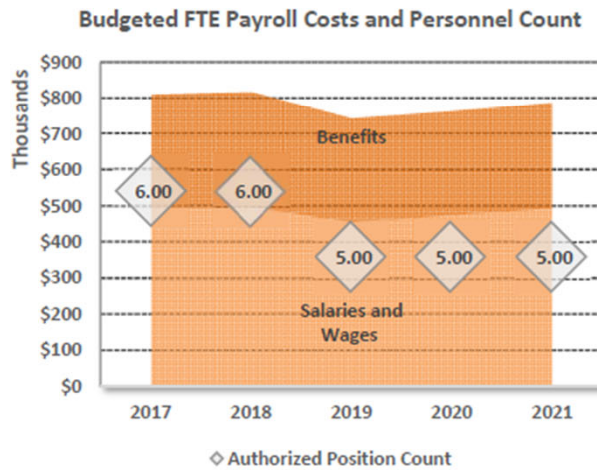
Overview

INFORMATION SERVICES

Mission:

The Information Technology Department provides leadership and coordination of technology initiatives within the city government.

	FTE
DIRECTOR	1.00
NETWORK ADMIN	1.00
DATABASE ADMIN	1.00
IT TECH II	1.00
IT SPECIALIST	1.00
Grand Total	5.00



Budget History

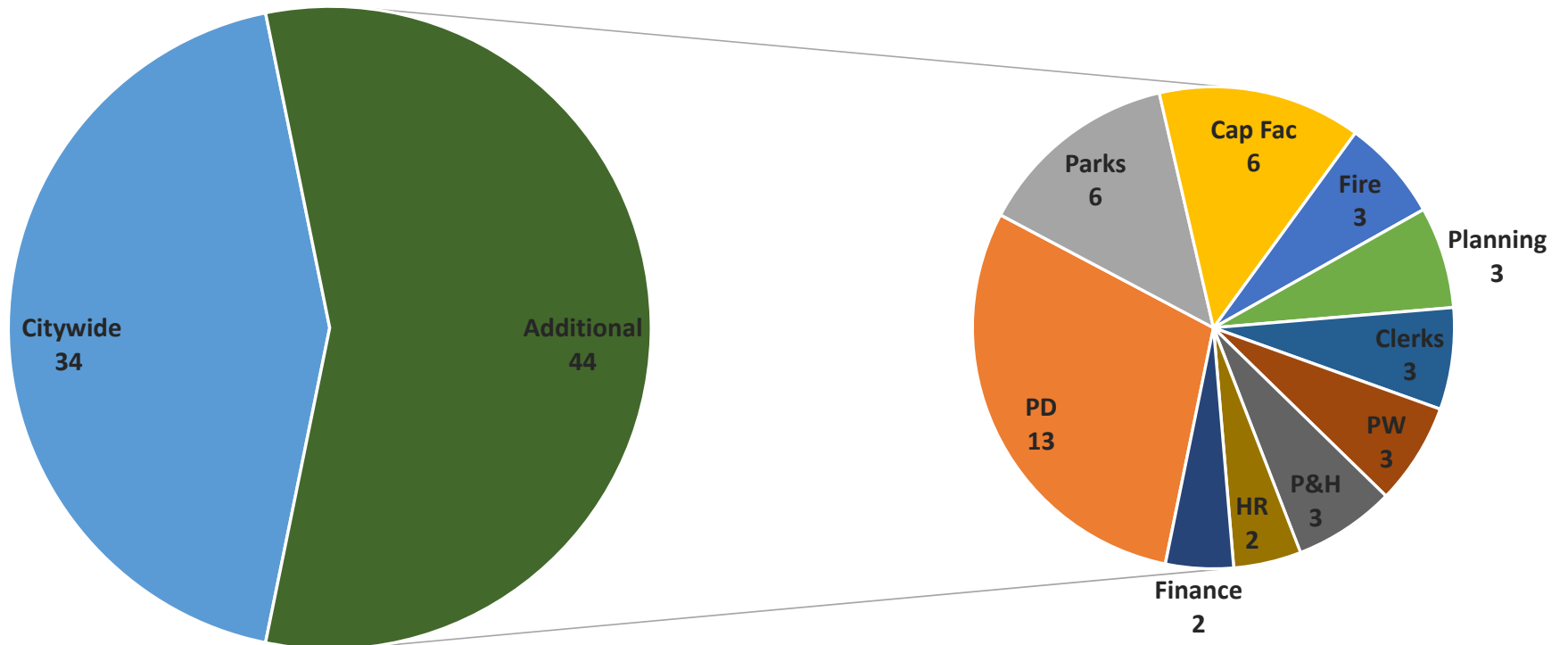
Adopted Budget	2017	2018	2019	2020	2021
FTE Payroll	808,447	817,036	741,689	762,013	785,722
Other	<u>234,990</u>	<u>228,272</u>	<u>364,685</u>	<u>393,150</u>	<u>420,680</u>
Operational Expenses	1,043,437	1,045,308	1,106,374	1,155,163	1,206,402
Technology Reserve	1,030,752	1,322,353	702,298	707,829	857,513
Total Technology	2,074,189	2,367,661	1,808,672	1,862,992	2,063,914

Overview

Description	Projected 2021	Projected 2022	Projected 2023	Projected 2024	Projected 2025	Projected 2026
Computers Subtotal	141,758	124,558	124,558	124,558	124,558	141,758
Server subtotal	40,000	85,300	60,500	75,500	23,500	85,300
Network subtotal	214,350	196,750	76,050	125,427	88,050	199,350
Software Maintenance Subtotal	504,126	496,568	496,568	496,568	496,568	496,568
Grand Total	900,234	903,176	757,676	822,053	732,676	922,976

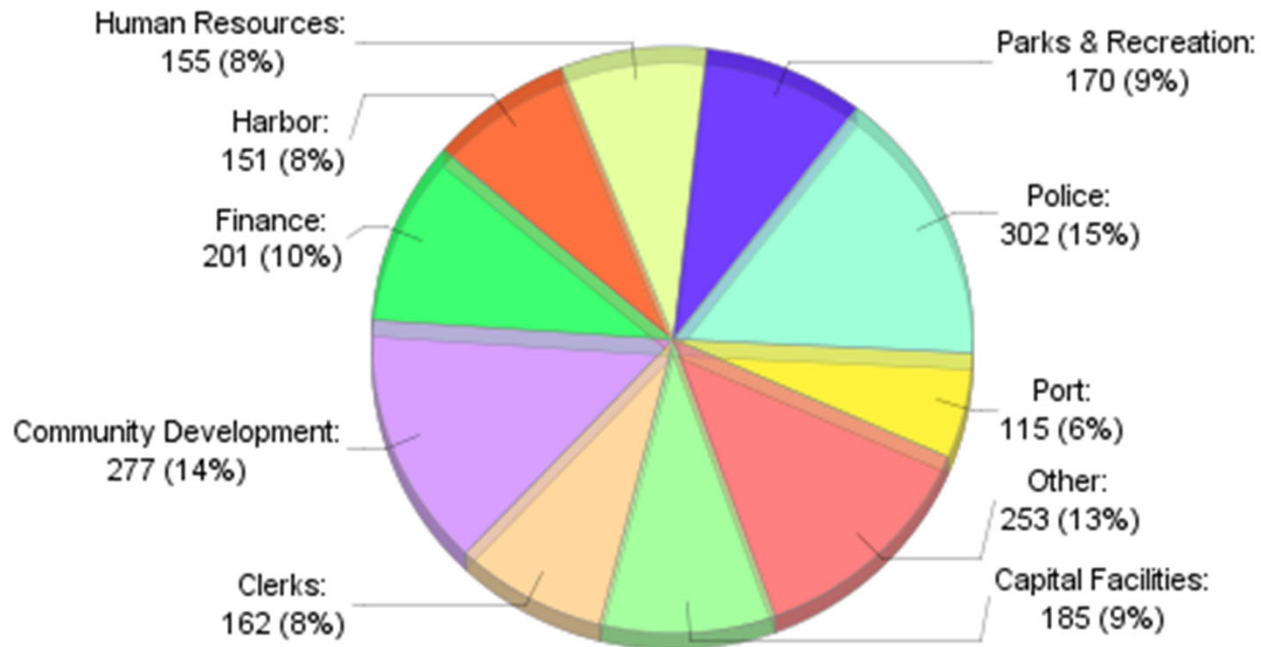
Overview

Number of Software Applications



Overview

Tickets by Department



Completed Projects

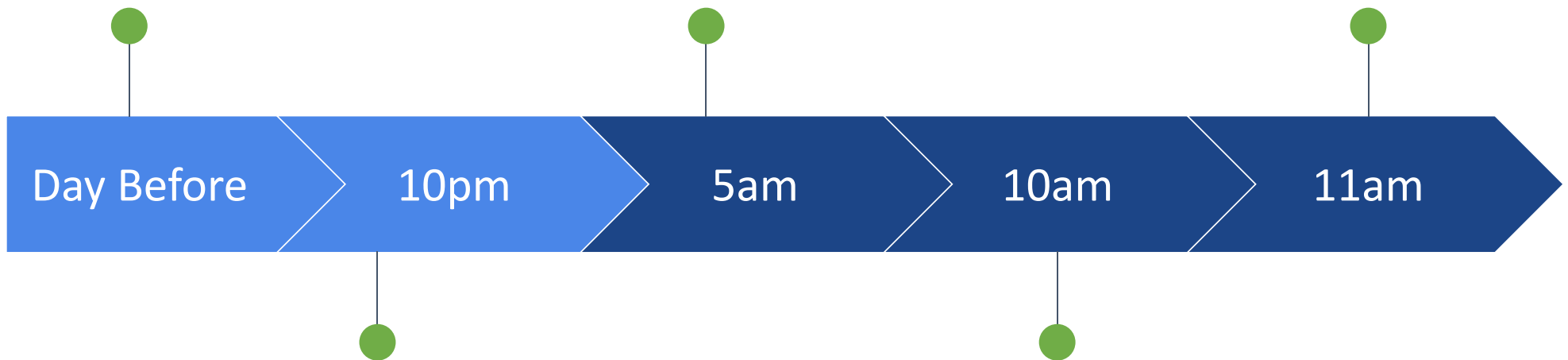
- Ransomware Rebuild

“While we would never want to have it happen again this attack allowed us to leapfrog to a modern environment. We did not simply restore but built a new foundation to grow upon.”

Day Before 7/25
Antivirus / Malware
Windows Updates

Day 1 - 7/26/18
Dispatch Reports Errors
One Server
Start Network Isolation

Fully shutdown
Servers Encrypted
Most desktops



Push Latest Antivirus
Verify Windows Updates

Email stops
Not all servers affected
Isolate all devices
Most desktops look ok

Completed Projects

- Ransomware Rebuild
 - What we did different
 - What did we learn
 - What are we doing now
- Nationwide Cybersecurity Review (NCSR)



State of Alaska
OIT
OFFICE of
INFORMATION
TECHNOLOGY

Completed Projects

- Dark Fiber
 - Solid Foundation
 - Security
- Phone System / 911
 - 95% completed – Two buildings left
 - Geo Diversified
 - Decrease \$4,300 per month
 - 25,400 Calls / 130+ Daily
- Backups and High Availability
- IT Ticketing System
- New City Website

Ongoing Projects

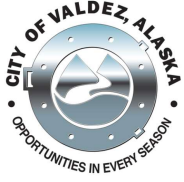
- Fundamental change of department cultural and City processes.
 - Department Input
 - Cross Team Responsibility
 - Department Career Paths
- Internal Budget Audits
 - Contract Reviews
 - Price Agreements
 - Savings
- Radios
 - FCC
- Public WIFI
 - Hardware is Ready
 - Legal

Long-Range Plans

- City Fiber
 - Current Road Projects
 - Sewer Mains
- Outside IT Audits
- Emergency Management Drills
- Door System
- Employee Training and Awareness
- Police Support

Closing Thoughts

- Never Ending Involving all Employees
- “Smallest” Large City
- Established Quality Team
- Encourage One on One Networking
- Follow Up



Legislation Text

File #: 21-0133, **Version:** 1

ITEM TITLE:

City Manger's Report 3-2-21

SUBMITTED BY: Mark Detter, City Manager

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Receive and File.

SUMMARY STATEMENT:

The Following details primary tasks the City Manager is currently addressing and issues that staff is currently focused on:

Work Session on City negotiated land sales-Staff is currently proposing to discuss City policy on negotiated City land sales prescribed under City Code at work session on March 30, 2021. Staff plans to update City Council on Pipeline Club and Land Shark buildings at this meeting as well.

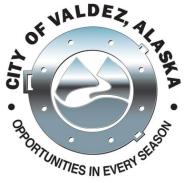
Federal lobbyist's contract-A finalized contract for federal lobbyist should be on Council agenda at the March 16, 2021 meeting. The Assistant City Manager Roxanne Murphy will lead Council through discussion on selection process.

City newsletter-A discussion on the proposed City newsletter will be presented to Council at the March 16, 2021 meeting. The Assistant City Manager Roxanne Murphy will present to Council various ideas at the work session.

Testing of City siren warning system- Contractors will be in Valdez next week to work on City siren warning system and testing on the system will occur between noon and 5PM on Wednesday March 3rd.

Suspension of late fees and penalties. Council took action in 2020 to suspend late fees and penalties on fees related to water and sewer bills and other City fees. The City Manager would propose these fees be reinstated in the 2nd quarter of 2021. Notice on the reinstatement of such fees will be provided to citizens via normal City communications.

Emergency Declaration and Mask Mandate- Unified Command is discussing recommendations for ending emergency declaration and City mask mandate. The current plan is for Unified Command staff to provide presentation at March 16, 2021 meeting.



Legislation Text

File #: 21-0134, **Version:** 1

ITEM TITLE:

Council Calendar: March 2021

SUBMITTED BY: Allie Ferko, MMC, Deputy City Clerk

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Receive and file

SUMMARY STATEMENT:

March 2021 Council calendar attached for reference.

March

2021

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1 7pm – Ports & Harbors Commission Meeting	2 11:30am - City Permanent Fund Meeting 7pm - Council Regular Meeting	3 5:30pm – Library Board Meeting	4	5	6
7	8 6:30pm – School Board Meeting	9 6:30pm - PVMC HAC Meeting (@ PVMC) 6:00pm – Parks & Rec Commission Work Session (Ice Rink Discussion) 7pm – Parks & Rec Commission Meeting	10 7pm – Planning & Zoning Commission	11	12	13
14	15 7pm – Ports & Harbors Commission Meeting	16 6pm – Council Work Session (Finance/Budgeting) 7pm - Council Regular Meeting	17 Noon – Flood Task Force Meeting 7pm – Economic Diversification Commission Meeting	18 6:30pm – VMHA Board Meeting (@ Museum) 6pm – School Board Meeting	19	20
21	22 6:30pm – School Board Meeting	23	24 6:30pm – Hospital Expansion Task Force Meeting (@ PVMC) 7pm – Planning & Zoning Commission	25	26	27
28	29 HOLIDAY	30 Noon – Beautification Task Force Meeting	31			

Note 1: This calendar is subject to change. Contact the City Clerk’s Office for the most up-to-date information. Strike-thru indicates cancellation of standing meeting. Updated 02.24.2021

Note 2: Unless otherwise notated, all meetings and events listed on this calendar are held in City Council Chambers.