



City of Valdez

212 Chenega Ave.
Valdez, AK 99686

Meeting Agenda - Final

City Council

Tuesday, March 21, 2017

6:00 PM

Council Chambers

Work Session (Code Enforcement) & Regular Meeting

WORK SESSION AGENDA - 6:00 pm

1. [Work Session: Code Enforcement Discussion](#)

REGULAR AGENDA - 7:00 PM

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

IV. APPROVAL OF MINUTES

1. [Regular Meeting Minutes of March 7, 2017](#)

V. PUBLIC APPEARANCES

1. [Jeremy O'Neil, PVMC Administrator - Providence Valdez Medical Center Year End Operating Report](#)
2. [Lee Hart, Levitation 49 - Organization Activities Update](#)
3. [Laurine Regan, VCVB Executive Director - Valdez Convention & Visitors Bureau New Mobile App](#)

VI. PUBLIC BUSINESS FROM THE FLOOR

VII. CONSENT AGENDA

1. [Appointment to Prince William Sound Regional Citizens' Advisory Council Board of Directors](#)
2. [Approval To Go Into Executive Session: Legal Briefing Regarding Memorandum of Understanding on Ad Valorem Assessment, Litigation and Negotiation Background, and Related Strategies](#)

3. [Approval of Renewal of Package Store Liquor License: Safeway Inc. DBA Oaken Keg #1833](#)
4. [Approval of Renewal of Club Liquor License: Valdez BPO Elks Lodge#2537](#)
5. [Proclamation: Earthquake Memorial Remembrance Day](#)

VIII. NEW BUSINESS

1. [Approval of Contract with X-DLX Investments Inc. for Maintenance of Turf and Landscape in the Amount of \\$127,561](#)
2. [Approval of Construction Contract with Kane, Inc. in the Amount of \\$647,619 for the North Tank Reservoir Re-Coating Project](#)
3. [Approval of Renewal of Employee Health Care Plan and Insurance Broker Contract for Twelve Months Beginning April 1, 2017](#)
4. [Approval of Memorandum of Understanding Between the State of Alaska Department of Revenue and the City of Valdez](#)
5. [Approval of Construction Contract with Harris Sand & Gravel for the Small Boat Harbor Dredging Project in the Amount of \\$534,500](#)

IX. ORDINANCES

1. [#17-03 - Amending Title 9 of the Valdez Municipal Code Titled Public Peace and Welfare. Second Reading. Adoption.](#)
2. [#17-04 - Amending Title 17 of the Valdez Municipal Code Related to Breweries, Wineries and Distilleries. Second Reading. Adoption.](#)

X. RESOLUTIONS

1. [#17-09 - Amending the 2017 City Budget by Transferring \\$250,000 from the Major Maintenance Reserve Water-New Well Project to the Capital Facilities Fund North Tank Reservoir Re-Coating Project](#)
2. [#17-10 - Authorizing the Subordination and Consent with Crowley Petroleum Distribution Inc. for the Lease of a 7,430 Square Foot Portion of USS 495](#)

XI. REPORTS

1. [Commercial Marijuana Facility Inspection Report - Alaskan Greenery - March 1, 2017](#)
2. [Protest Liquor License Renewal Report - Three Bears Alaska, Inc. Package Store License](#)
3. [H.R. Employee Report](#)

4. [February 2017 Building Permit and Inspection Reports](#)
5. [DOWL Flood Mitigation Contract Update Report](#)
6. [FEMA Flood Risk Open House Report](#)
7. [Report on Chickens Proposed in Residential Zoning Districts](#)
8. [Community Revenue Sharing \(Community Assistance\) Report](#)
9. [Airport and City Hall Remodeling and Relocation Costs](#)

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

1. City Manager Report

1. [City Manager Report - March 21, 2017](#)

2. City Clerk Report

3. City Attorney Report

4. City Mayor Report

1. [Mayor Report - March 21, 2017](#)

XIII. COUNCIL BUSINESS FROM THE FLOOR

XIV. EXECUTIVE SESSION

XV. RETURN FROM EXECUTIVE SESSION

XVI. ADJOURNMENT

XVII. APPENDIX

1. [Council Calendars - March, April, & May 2017](#)



Agenda Statement

File #: 17-0139 **Version:** 1

Type: Work Session Item **Status:** Agenda Ready

File created: 3/13/2017 **In control:** City Council

On agenda: 3/21/2017 **Final action:**

Title: Work Session: Code Enforcement Discussion

Sponsors:

Indexes:

Code sections:

Attachments: [Work Session Code Enforcement Summary.pdf](#)
[VMC Chapter 17.14 Single Family Zoning.pdf](#)
[VMC Chapter 8.20 Nuisances .pdf](#)

Date	Ver.	Action By	Action	Result
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ITEM TITLE:

Work Session: Code Enforcement Discussion

SUBMITTED BY: Lisa Von Bargaen, CED Director

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

None. Work session discussion only.

SUMMARY STATEMENT:

Last fall the Council outlined a strong interest in establishing a comprehensive code enforcement program. Initially, that topic was scheduled to take place in January. Administrative changes and other work forced a delay in this topic being brought to Council for discussion. The first step recommended by staff is to provide Council with an outline of the different types of enforcement. A report to that effect is attached for Council review. This work session is designed to be an introductory discussion about code enforcement and establishing next steps and expectations moving forward.



Agenda Statement

File #: 17-0140 **Version:** 1

Type: Minutes **Status:** Agenda Ready

File created: 3/8/2017 **In control:** City Council

On agenda: 3/21/2017 **Final action:**

Title: Regular Meeting Minutes of March 7, 2017

Sponsors:

Indexes:

Code sections:

Attachments: [Draft 030717 City Council Regular Meeting Minutes](#)

Date	Ver.	Action By	Action	Result
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ITEM TITLE:

Regular Meeting Minutes of March 7, 2017

SUBMITTED BY: Allie Ferko, CMC, Deputy City Clerk

FISCAL NOTES:

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

RECOMMENDATION:

Receive and file.

SUMMARY STATEMENT:

Draft City Council regular meeting minutes of March 7, 2017 are attached for Council review.



Agenda Statement

File #: 17-0141 **Version:** 1

Type: Public Appearances **Status:** Agenda Ready

File created: 3/6/2017 **In control:** City Council

On agenda: 3/21/2017 **Final action:**

Title: Jeremy O'Neil, PVMC Administrator - Providence Valdez Medical Center Year End Operating Report

Sponsors:

Indexes:

Code sections:

Attachments: [Hospital 2016 YE Report to City Council \(final\) 3 14 17](#)

Date	Ver.	Action By	Action	Result
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ITEM TITLE:

Jeremy O'Neil, PVMC Administrator - Providence Valdez Medical Center Year End Operating Report

SUBMITTED BY: Allie Ferko, CMC, Deputy City Clerk

FISCAL NOTES:

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

RECOMMENDATION:

Public appearance.

SUMMARY STATEMENT:

Mr. Jeremy O'Neil will present Providence Valdez Medical Center's year end operating report.



Agenda Statement

File #: 17-0142 **Version:** 1

Type: Public Appearances **Status:** Agenda Ready

File created: 3/10/2017 **In control:** City Council

On agenda: 3/21/2017 **Final action:**

Title: Lee Hart, Levitation 49 - Organization Activities Update

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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ITEM TITLE:

Lee Hart, Levitation 49 - Organization Activities Update

SUBMITTED BY: Allie Ferko, CMC, Deputy City Clerk

FISCAL NOTES:

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

RECOMMENDATION:

Receive and file.

SUMMARY STATEMENT:

Ms. Lee Hart will provide City Council a short presentation regarding recent Levitation 49 activities.



Agenda Statement

File #: 17-0143 **Version:** 1

Type: Public Appearances **Status:** Agenda Ready

File created: 3/6/2017 **In control:** City Council

On agenda: 3/21/2017 **Final action:**

Title: Laurine Regan, VCVB Executive Director - Valdez Convention & Visitors Bureau New Mobile App

Sponsors:

Indexes:

Code sections:

Attachments: [2017 Valdez Mobile APP Presentation](#)

Date	Ver.	Action By	Action	Result
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ITEM TITLE:

Laurine Regan, VCVB Executive Director - Valdez Convention & Visitors Bureau New Mobile App

SUBMITTED BY: Allie Ferko, CMC, Deputy City Clerk

FISCAL NOTES:

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

RECOMMENDATION:

Public appearance.

SUMMARY STATEMENT:

Ms. Laurine Regan will present the new VCVB Mobile App for City Council awareness.



Agenda Statement

File #: 17-0144 **Version:** 1

Type: Consent Item **Status:** Consent Agenda

File created: 3/13/2017 **In control:** City Council

On agenda: 3/21/2017 **Final action:**

Title: Appointment to Prince William Sound Regional Citizens' Advisory Council Board of Directors

Sponsors:

Indexes:

Code sections:

Attachments: [Bauer_2017 RCAC BoD Application Package](#)

Date	Ver.	Action By	Action	Result
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ITEM TITLE:

Appointment to Prince William Sound Regional Citizens' Advisory Council Board of Directors

SUBMITTED BY: Allie Ferko, CMC, Deputy City Clerk

FISCAL NOTES:

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

RECOMMENDATION:

Appoint Amanda Bauer to the Prince William Sound Regional Citizens' Advisory Council Board of Directors.

SUMMARY STATEMENT:

Valdez City Council appoints two representatives to serve on the Prince William Sound Regional Citizens' Advisory Council (PWSRCAC) Board of Directors. Valdez representatives each serve a two-year term, with term expiration offset by one year.

The City Clerk's Office advertised this year's vacancy and received one application for reappointment from Amanda Bauer.



Agenda Statement

File #: 17-0145 **Version:** 1

Type: Consent Item **Status:** Consent Agenda

File created: 3/15/2017 **In control:** City Council

On agenda: 3/21/2017 **Final action:**

Title: Approval To Go Into Executive Session: Legal Briefing Regarding Memorandum of Understanding on Ad Valorem Assessment, Litigation and Negotiation Background, and Related Strategies

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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ITEM TITLE:

Approval To Go Into Executive Session: Legal Briefing Regarding Memorandum of Understanding on Ad Valorem Assessment, Litigation and Negotiation Background, and Related Strategies

SUBMITTED BY: Sheri L. Pierce, MMC

FISCAL NOTES:

Expenditure Required: NA
Unencumbered Balance: NA
Funding Source: NA

RECOMMENDATION:

Approve executive session.

SUMMARY STATEMENT:

Legal Counsel has requested an executive session for the purpose of briefing the city council on the proposed MOU on Ad Valorem Assessment, litigation and negotiation background, and related strategies.

The subject of discussion complies with the Alaska Open Meetings Act as a topic which may be discussed in executive session under AS 44.62.310(c)(1).



Agenda Statement

File #: 17-0146 **Version:** 1

Type: Consent Item **Status:** Consent Agenda

File created: 3/15/2017 **In control:** City Council

On agenda: 3/21/2017 **Final action:**

Title: Approval of Renewal of Package Store Liquor License: Safeway Inc. DBA Oaken Keg #1833

Sponsors:

Indexes:

Code sections:

Attachments: [#2912 DBA Oaken Keg #1833 City of Valdez LGB Notice.pdf](#)

Date	Ver.	Action By	Action	Result
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ITEM TITLE:

Approval of Renewal of Package Store Liquor License: Safeway Inc. DBA Oaken Keg #1833

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

FISCAL NOTES:

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

RECOMMENDATION:

Approve renewal of license.

SUMMARY STATEMENT:

The Alcohol and Marijuana control office has notified the city of their intent to renew the 2017/2018 liquor license to Safeway Inc. for the purpose of operating a package store. A local governing body may protest the approval of an application pursuant to AS 04.11.480 by submitting a statement of reasons for the protest within 60 days after notification.



Agenda Statement

File #: 17-0147 **Version:** 1

Type: Consent Item **Status:** Consent Agenda

File created: 3/15/2017 **In control:** City Council

On agenda: 3/21/2017 **Final action:**

Title: Approval of Renewal of Club Liquor License: Valdez BPO Elks Lodge#2537

Sponsors:

Indexes:

Code sections:

Attachments: [369 Elks BPO Lodge 2537 City of Valdez LGB Notice.pdf](#)

Date	Ver.	Action By	Action	Result
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ITEM TITLE:

Approval of Renewal of Club Liquor License: Valdez BPO Elks Lodge#2537

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

FISCAL NOTES:

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

RECOMMENDATION:

Approve renewal of liquor license.

SUMMARY STATEMENT:

The Alcohol and Marijuana control office has notified the city of their intent to renew the 2017/2018 liquor license to Valdez BPO Elks Lodge #2537 classified as a "club" license. A local governing body may protest the approval of an application pursuant to AS 04.11.480 by submitting a statement of reasons for the protest within 60 days after notification.



Agenda Statement

File #: 17-0148 **Version:** 1

Type: Consent Item **Status:** Consent Agenda

File created: 3/15/2017 **In control:** City Council

On agenda: 3/21/2017 **Final action:**

Title: Proclamation: Earthquake Memorial Remembrance Day

Sponsors:

Indexes:

Code sections:

Attachments: [Earthquake Memorial Day.pdf](#)

Date	Ver.	Action By	Action	Result
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ITEM TITLE:

Proclamation: Earthquake Memorial Remembrance Day

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

FISCAL NOTES:

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

RECOMMENDATION:

Approve proclamation.

SUMMARY STATEMENT:

On March 27th, the Pioneers of Alaska will hold a Remembrance ceremony for those lost during the 1964 Earthquake. A prayer, moment of silence and reading of the names of those lost during the earthquake will take place at the Kelsey Dock on March 27th at 5:30 PM. Mayor Knight will attend and read the proclamation.



Agenda Statement

File #: 17-0149 **Version:** 1

Type: New Business **Status:** Agenda Ready

File created: 3/10/2017 **In control:** City Council

On agenda: 3/21/2017 **Final action:**

Title: Approval of Contract with X-DLX Investments Inc. for Maintenance of Turf and Landscape in the Amount of \$127,561

Sponsors:

Indexes:

Code sections:

Attachments: [TURF BID SUMMARY.2017.pdf](#)

Date	Ver.	Action By	Action	Result
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ITEM TITLE:

Approval of Contract Award to X-DLX Investments Inc. for Maintenance of Turf and Landscape in the Amount of \$127,561.00.

ED BY: DARRYL VERFAILLIE, PRCS DIRECTOR

FISCAL NOTES:

Expenditure Required: 127,561.00
Unencumbered Balance: 160,535.00
Funding Source: 001-6500-43400

RECOMMENDATION:

Approve award of Maintenance of Turf and Landscape contract to X-DLX Investments Inc to mow, trim, irrigate, fertilize, and perform spring clean up of approximately 44 acres of park and grass areas within the City of Valdez in the amount of \$127,561.00.

SUMMARY STATEMENT:

This solicitation was out for bid for an initial forty (40) days with three bids received. All three bids were denied as two were incomplete and a third was over budget.

A solicitation for re-bid was advertised for an additional thirty (30) days with six bids received. Once approved, the contract is scheduled to begin on or about April 15th, 2017 and to complete all work in accordance with the contract documents each year on or about September 30th.

Contract term shall be five (5) years and will contain two (2) one-year renewal options, which may be exercised by the City of Valdez prior to expiration of the contract.



Agenda Statement

File #: 17-0150 **Version:** 1

Type: New Business **Status:** Agenda Ready

File created: 3/13/2017 **In control:** City Council

On agenda: 3/21/2017 **Final action:**

Title: Approval of Construction Contract with Kane, Inc. in the Amount of \$647,619 for the North Tank Reservoir Re-Coating Project

Sponsors:

Indexes:

Code sections:

Attachments: [North Tank Reservoir Re-Coating - Bid Summary](#)
[Day Engineering Recommendations](#)

Date	Ver.	Action By	Action	Result
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ITEM TITLE:

Approval of a Construction Contract with Kane, Inc. in the Amount of \$647,619 for the North Tank Reservoir Re-Coating Project

SUBMITTED BY: Jason Miles, PE, Capital Facilities Director

FISCAL NOTES:

Expenditure Required: \$647,619
Amount Budgeted: \$435,000
Funding Source: 310-2537-55000

RECOMMENDATION:

Approve a construction contract with Kane, Inc. for the base bid and additive alternate in the amount of \$647,619 for the North Tank Reservoir Re-Coating project.

SUMMARY STATEMENT:

Two bids were received for the North Tank Reservoir Re-Coating project. Each company was required to submit bidder qualifications with their bids. Neither company submitted information on a project requiring lead paint removal, so we asked for additional information on each company's lead paint removal experience. We did not receive information from Coastal Services, Inc.; therefore, they are considered non-responsive. We did receive information from Kane, Inc. explaining their lead paint removal experience. The information was sent to Day Engineering for evaluation. Day Engineering's recommendations are included herein.

Once lead paint was discovered, we decided to include the exterior painting as an additive alternate,

as we anticipated the costs to increase significantly. While a contractor is mobilized to Valdez with the required equipment and lead abatement experience, we suggest the additive alternate be performed. The exterior of the tank was last painted in the 1980's. It is unknown if the original paint was removed at this time, or if a coat of paint was added over the existing paint. We suspect the original paint still exists, as lead paint should not have been used in the 1980's. A resolution will follow to allocate additional funding to the North Tank Reservoir Re-Coating cost code to cover the base bid and additive alternate plus a small contingency.



Agenda Statement

File #: 17-0151 **Version:** 1

Type: New Business **Status:** Agenda Ready

File created: 3/13/2017 **In control:** City Council

On agenda: 3/21/2017 **Final action:**

Title: Approval of Renewal of Employee Health Care Plan and Insurance Broker Contract for Twelve Months Beginning April 1, 2017

Sponsors: City Council

Indexes:

Code sections:

Attachments: [Renewal Summary & Exhibits.pdf](#)
[One Ditigal Client Services Consulting Agreement.pdf](#)

Date	Ver.	Action By	Action	Result
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ITEM TITLE:

Approval of Renewal of Employee Health Care Plan and Insurance Broker Contract for Twelve Months Beginning April 1, 2017

SUBMITTED BY: Brian Carlson, Finance Director

FISCAL NOTES:

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

RECOMMENDATION:

Approve the *status-quo* annual plan renewal and broker contract for twelve months beginning April 1, 2017

SUMMARY STATEMENT:

The 2017-2018 plan renewal includes a **4.38% increase** in *total expected cost*, which is the basis of the City's payroll deductions and monthly premiums. The bulk of this increase (65%) is driven by increased prescription drug costs and utilization. The rest of the increase is split evenly between stop-loss premiums, dental coverage, and plan administration.

The Broker's fee is unchanged from 2016-2017, and is articulated in a separate attached contract.

The 2017 City Budget assumed a 7.5% annual increase, which is effectively a 10% increase when pro-rated for a partial year, as the plan renews in April. Staff anticipates a \$115k surplus *carry-*

forward in calendar 2018 resulting from this discrepancy.

The **Valdez City Schools renewal includes a 1.14% increase**, driven primarily and evenly by increases to dental coverage and stop-loss premiums.

Craig Kestran will join the meeting by telephone to answer council questions.



Agenda Statement

File #: 17-0152 **Version:** 1

Type: New Business **Status:** Agenda Ready

File created: 3/15/2017 **In control:** City Council

On agenda: 3/21/2017 **Final action:**

Title: Approval of Memorandum of Understanding Between the State of Alaska Department of Revenue and the City of Valdez

Sponsors:

Indexes:

Code sections:

Attachments: [2017-3-13 DOR-Valdez MOU Final.pdf](#)

Date	Ver.	Action By	Action	Result
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ITEM TITLE:

Approval of Memorandum of Understanding Between the State of Alaska Department of Revenue and the City of Valdez

SUBMITTED BY: Robin Brena, City Attorney

FISCAL NOTES:

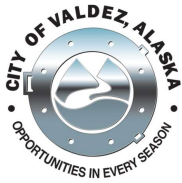
Expenditure Required: NA
Unencumbered Balance: NA
Funding Source: NA

RECOMMENDATION:

Approve memorandum of understanding.

SUMMARY STATEMENT:

The City and the State Department of Revenue have been negotiating a memorandum of understanding that will allow the City to cooperate with the Department in the assessment of oil and gas property within the City's jurisdiction. This agreement will provide the City a mechanism other than litigation to potentially reach resolution of its longstanding disputes with the Department regarding the taxability of certain spill prevention and response equipment. While the details of implementation will need to be clarified as they arise, the City Attorney recommends approval of this agreement in order to start the process and make full use of this opportunity.



Agenda Statement

File #: 17-0153 **Version:** 1

Type: New Business **Status:** Agenda Ready

File created: 3/10/2017 **In control:** City Council

On agenda: 3/21/2017 **Final action:**

Title: Approval of Construction Contract with Harris Sand & Gravel for the Small Boat Harbor Dredging Project in the Amount of \$534,500

Sponsors:

Indexes:

Code sections:

Attachments: [Small Boat Harbor Dredging - Bid Summary](#)
[COV Small Boat Harbor Dredging - Plans HS 4](#)

Date	Ver.	Action By	Action	Result
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ITEM TITLE:

Approval of Construction Contract with Harris Sand & Gravel for the Small Boat Harbor Dredging Project in the Amount of \$534,500

SUBMITTED BY: Jason Miles, PE, Capital Facilities Director

FISCAL NOTES:

Expenditure Required: \$534,500
Unencumbered Balance: \$750,555
Funding Source: 310-6442-58000 SBH Dredging

RECOMMENDATION:

Approve a construction contract in the amount of \$534,000 to Harris Sand & Gravel for the Small Boat Harbor Dredging Project.

SUMMARY STATEMENT:

Construction of this project will deepen the entrance channel of the existing small boat harbor from approximately -12 feet to -15 feet to accommodate deeper draft fishing vessels at the fish processing docks.

Staff and the Ports & Harbor Commission recommend approval of the basic bid only to Harris Sand & Gravel for the low bid amount of \$534,500. The attached graphic indicates the area of proposed construction in "green". Also attached is the bid summary indicating higher bids received from Pacific Pile & Marine (\$543,379) and Western Marine Construction (\$753,600).



Agenda Statement

File #: ORD 17-0003 **Version:** 1
Type: Ordinance **Status:** Second Reading
File created: 1/13/2017 **In control:** City Council
On agenda: 3/21/2017 **Final action:**
Title: #17-03 - Amending Title 9 of the Valdez Municipal Code Titled Public Peace and Welfare. Second Reading. Adoption.
Sponsors:
Indexes:
Code sections:
Attachments: [17-03 Amending Title 9 Public Peace and Welfare Final 030717](#)

Date	Ver.	Action By	Action	Result
3/7/2017	1	City Council		
2/21/2017	1	City Council	introduced on first reading	Pass
2/7/2017	1	City Council	introduced on first reading	Pass
1/17/2017	1	City Council		

ITEM TITLE:

#17-03 - Amending Title 9 of the Valdez Municipal Code Titled Public Peace and Welfare. Second Reading. Adoption.

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

FISCAL NOTES:

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

RECOMMENDATION:

Approve Ordinance #17-03 amending Chapter 9 of the Valdez Municipal Code titled Public Peace and Welfare. Second Reading for Adoption.

SUMMARY STATEMENT:

Following second reading for adoption on February 21st, an amendment was made to Section 9.12.070 - Fireworks, explosives, stench bombs. The amendment is as follows:

9.12.070 Fireworks, explosives, stench bombs.

A. Use of fireworks is prohibited at all times except permitted from ten p.m. on July 3rd to eleven-fifty-nine p.m. on July 4th, and from ten p.m. on December 31st to eleven-fifty-nine p.m. on January 1st of each year subject to provisions of Section 8.20.050.

B. The sale of fireworks to any person under the age of 18 is prohibited. It is unlawful for persons under 18 years of age to purchase fireworks. Purchasers of fireworks must show proof of age upon request by seller.

C. It is unlawful for any person to negligently or unlawfully discharge fireworks in a manner that could reasonably cause harm to life and property.

D. It is unlawful for any person under the influence of alcohol or a controlled substance to discharge fireworks.

E.B. The chief of police may revoke permission whether expressly given or implied under this section where the health and safety of a person may be endangered.

F. Violation of A -B of this section is punishable by a \$100.00 fine. Violation of C -D of this section is punishable by a \$300.00 fine.

This substantial amendment requires that the ordinance be introduced again for public hearing prior to final reading for adoption.

The following chapters have been revised since introduction of the ordinance on January 17th:

9.12 - Offenses Against Public Peace and Decency

9.12.070 - Fireworks, explosives, stench bombs.

9.16 - Theft and Related Offenses

9.24 - Offenses by or Against Minors

9.32 - Weapons

Summary:

Senate Bill 91 was adopted by the Alaska legislature thereby reducing the class of crimes for certain offenses, changing certain offenses from crimes to minor offenses, and placing the prosecutorial burden with municipalities. This change required a review of the Valdez Municipal Code by legal counsel to determine amendments which must be brought forward in order to establish violation and penalty for offenses which will now will be charged and prosecuted under local ordinance.

During the review of Title 9 each chapter was also reviewed for conformance to state law, any violation of constitutional right under current state and federal laws, and after conferring with local law enforcement clarification of existing language and inclusion of some offenses not currently addressed by ordinance.

Chief Hinkle and the City Attorney will be available to address all amendments as presented.



Agenda Statement

File #: ORD 17-0004 **Version:** 1
Type: Ordinance **Status:** Second Reading
File created: 2/22/2017 **In control:** City Council
On agenda: 3/21/2017 **Final action:**
Title: #17-04 - Amending Title 17 of the Valdez Municipal Code Related to Breweries, Wineries and Distilleries. Second Reading. Adoption.

Sponsors:

Indexes:

Code sections:

Attachments: [Brewery Ordinance.pdf](#)
[BreweryZoningDistrictsMap.pdf](#)

Date	Ver.	Action By	Action	Result
3/7/2017	1	City Council		

ITEM TITLE:

Approval of Ordinance #17-04 Amending Title 17 of the Valdez Municipal Code Related to Breweries, Wineries and Distilleries. Second Reading. Adoption.

SUBMITTED BY: Lisa Von Bargaen, CED Director

FISCAL NOTES:

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

RECOMMENDATION:

Approve Ordinance #17-04 Amending Title 17 of the Valdez Municipal Code Related to Breweries, Wineries and Distilleries at second reading for adoption.

SUMMARY STATEMENT:

For the past couple of years individuals in Valdez have expressed an interest in opening breweries in the community. Despite having had one in Old Town, New Town has yet to be home to any commercial "adult beverage" developer. Late last fall the City received notification of an application for a brewery through the Alcohol Beverage Control Board (ABC Board). The ABC Board is required to provide notification of intent to issue or renew a liquor license to the local government body for the purpose of providing an opportunity for the governing board to comment or object to the issuance of the license by the ABC Board. The Council voted to express no objection to the application pending amendments to the zoning code. Currently breweries are not allowed in any zoning district.

The attached ordinance amends Title 17 (Zoning) of the of the Valdez Municipal Code to allow Breweries, Wineries, Distilleries and Brew Pubs as permitted uses in the Central Business and General Commercial Zoning Districts. It also provides for Breweries, Wineries, and Distilleries in the Light Industrial Zoning Districts, also as permitted uses. The definitions of these four types of facilities are included in the definitions section of the zoning code through adoption, by reference, of the existing State definitions. The definitions and descriptions of all four facilities are outlined below in this agenda statement.

The three zoning districts contemplated for change encompass significant areas around the community. Notice had to be sent to everyone owning property within a 300-foot radius of the different zoning districts. The mailing was sent to more than 500 commercial and residential property owners.

The Planning & Zoning Commission held a public hearing on this amendment to the zoning map on February 8th. The Commission received no public comment on the matter. The Commission took action on the amendments on February 22nd. There was no public comment during the discussion of this item. There were only four Commissioners in attendance at the meeting. The motion failed with a vote of 3 Yeah/1 Nay. The Commissioner who cast the dissenting vote did not provide an explanation prior to the vote.

These proposed amendments are in conformance with the Comprehensive Plan as follows:

The overall goal of the Comp Plan states: “To create an atmosphere that will encourage stable economic development in Valdez while enhancing the quality of life. Improvements should be made to all elements that give the community its’ character. This would include enhancing the economic productivity and diversification of the region to assure continued economic prosperity; providing for public safety and the economic welfare of the community when siting future industrial, commercial, residential, and public land uses; enhancing the scenic beauty, uniqueness and historic significance of the Valdez area; and opening up new land for residential, commercial, and industrial land.”

Goal - Economic Development: Encourage the development of a broad-based economy in Valdez.

Objective - Strive to create an atmosphere in the community that is conducive to commercial and industrial development.

Goal - Commercial-Business Land Use: Provide safe, convenient, and attractive business areas that do not unduly create traffic, lighting, noise, or other unnecessary impacts on adjacent residential neighborhoods.

Goal - Industrial Land Use: Provide for industrial land uses so that they limit impacts on adjacent land uses and the environment, and yet have safe and convenient access to the major transportation facilities they require.

Please see the State definitions below. The staff is not recommending any changes or additions to the existing State license standards. There is also no consideration of additional local fees or taxes - beyond what the State already requires.

AS 04.11.130. Brewery license. (a) A brewery license authorizes the holder to operate a brewery where beer is manufactured and bottled or barreled for sale.

(b) The holder of a brewery license may sell beer in quantities of

(1) not more than five gallons a day to an individual who is present on the licensed premises for consumption off the premises;

- (2) more than five gallons a day to a person who is licensed under this title, or in another state or country.
- (c) The holder of a brewery license may permit a person to sample small portions of the brewery's product free of charge unless prohibited by [AS 04.16.030 <http://www.legis.state.ak.us/basis/statutes.asp>](#).
- (d) The biennial brewery license fee is \$1,000.
- (e) Unless prohibited by [AS 04.16.030 <http://www.legis.state.ak.us/basis/statutes.asp>](#), a holder of a brewery license may sell not more than 36 ounces a day of the brewery's product to a person for consumption on the premises if
- (1) the brewery does not allow live entertainment, televisions, pool tables, dart games, dancing, electronic or other games, game tables, or other recreational or gaming opportunities on the premises where the consumption occurs;
 - (2) the brewery does not provide seats at the counter or bar where the product is served; and
 - (3) the room where the consumption occurs is not open before 9:00 a.m. and serving of the product ends not later than 8:00 p.m.

AS 04.11.135. Brewpub license. (a) A brewpub license authorizes the holder of a beverage dispensary license to

(1) manufacture on premises licensed under the beverage dispensary license not more than 465,000 gallons of beer in a calendar year;

(2) sell beer manufactured on premises licensed under the beverage dispensary license for consumption on the licensed premises or other licensed premises of the beverage dispensary licensee that are also licensed as a beverage dispensary;

(3) sell beer manufactured on the premises licensed under the beverage dispensary license in quantities of not more than five gallons a day to an individual who is present on the licensed premises for consumption off the premises;

(4) provide a small sample of the brewpub's beer manufactured on the premises free of charge unless prohibited by [AS 04.16.030 <http://www.legis.state.ak.us/basis/statutes.asp>](#);

(5) sell beer manufactured on the premises licensed under the beverage dispensary license to a person licensed as a wholesaler under [AS 04.11.160 <http://www.legis.state.ak.us/basis/statutes.asp>](#); sales under this paragraph may not exceed 37,200 gallons in a calendar year, including sales under (6) of this subsection; and

(6) sell not more than 6,200 gallons in a calendar year of beer manufactured on the premises to a person who is licensed under this title, or in another state or country, if the premises licensed under the beverage dispensary license are located in a community with a population of 75,000 or more.

(b) Except as provided under [AS 04.11.360 <http://www.legis.state.ak.us/basis/statutes.asp>](#)(10), the brewpub license is not transferable, shall remain the property of the state, and is not subject to any form of alienation.

(c) The biennial brewpub license fee is \$500.

(d) Notwithstanding (a) of this section, the holder of a brewpub license who, under the provisions of [AS 04.11.450 <http://www.legis.state.ak.us/basis/statutes.asp>](#)(b), formerly held a brewery license and a restaurant or eating place license and who, under the former brewery license, manufactured beer at a location other than the premises licensed under the former restaurant or eating place license may

(1) manufacture not more than 465,000 gallons of beer in a calendar year on premises other than the premises licensed under the beverage dispensary license;

(2) provide a small sample of the manufactured beer free of charge at the location the beer is manufactured unless prohibited by [AS 04.16.030 <http://www.legis.state.ak.us/basis/statutes.asp>](#); and

(3) sell the beer authorized to be manufactured under this subsection

(A) on the premises licensed under the beverage dispensary license or other licensed premises of the beverage dispensary licensee that are also licensed as a beverage dispensary;

(B) to a wholesaler licensed under [AS 04.11.160 <http://www.legis.state.ak.us/basis/statutes.asp>](#); sales under this subparagraph may not exceed 37,200 gallons in a calendar year, including sales under (D) of this paragraph;

(C) to an individual who is present on the premises described under (A) of this paragraph, or where the beer is manufactured, in quantities of not more than five gallons a day for consumption off the premises; and

(D) to a person licensed under this title, or in another state or country, if the premises where the beer is manufactured are located in a community with a population of 75,000 or more; sales under this subparagraph may not exceed 6,200 gallons in a calendar year.

(e) Notwithstanding (a) of this section, a brewpub license authorizes the holder of a restaurant or eating place license to

- (1) manufacture on premises licensed under the restaurant or eating place license not more than 465,000 gallons of beer in a calendar year;
- (2) sell beer manufactured on premises licensed under the restaurant or eating place license for consumption on the licensed premises;
- (3) sell beer manufactured on the premises licensed under the restaurant or eating place license in quantities of not more than five gallons a day for consumption off the premises to an individual who is present on the licensed premises; and
- (4) provide a small sample of the brewpub's beer manufactured on the premises free of charge unless prohibited by [AS 04.16.030 <http://www.legis.state.ak.us/basis/statutes.asp>](#).

A person who holds a brewpub license under this subsection may not hold more than one brewpub license.

AS 04.11.140. Winery license. (a) A winery license authorizes the holder to operate a winery where wine is manufactured and bottled or barreled for sale.

(b) The holder of a winery license may sell wine in quantities of

(1) not more than five gallons

(A) to an individual who is present on the licensed premises; or

(B) by shipping to an individual if the shipment is not to an area that has prohibited the importation or possession of alcoholic beverages under this chapter or to an area that has limited the importation or possession of alcoholic beverages unless the sale complies with the limitation;

(2) more than five gallons to a person who is licensed under this title, or in another state or country.

(c) The holder of a winery license may permit a person to sample small portions of the wine free of charge unless prohibited by [AS 04.16.030 <http://www.legis.state.ak.us/basis/statutes.asp>](http://www.legis.state.ak.us/basis/statutes.asp).

(d) The biennial winery license fee is \$500.

AS 04.11.170. Distillery license. (a) A distillery license authorizes the holder to operate a distillery where alcoholic beverages are distilled and bottled or barreled for sale.

(b) A distillery license authorizes the holder to sell alcoholic beverages in

(1) quantities of not more than one gallon a day to a person who is present on the licensed premises for consumption off the premises;

(2) any amount to a person who is licensed under this title or in another state or country.

(c) The biennial distillery license fee is \$1,000.

(d) The holder of a distillery license may permit a person to sample small portions of the distillery's product free of charge unless prohibited by [AS 04.16.030 <http://www.legis.state.ak.us/basis/statutes.asp>](http://www.legis.state.ak.us/basis/statutes.asp).

(e) Unless prohibited by [AS 04.16.030 <http://www.legis.state.ak.us/basis/statutes.asp>](http://www.legis.state.ak.us/basis/statutes.asp), a holder of a distillery license may sell not more than three ounces a day of the distillery's product to a person for consumption on the premises if

(1) the distillery does not allow live entertainment, televisions, pool tables, dart games, dancing, electronic or other games, game tables, or other recreational or gaming opportunities on the premises where the consumption occurs;

(2) the distillery does not provide seats at the counter or bar where the product is served; and

(3) the room where the consumption occurs is not open before 9:00 a.m. and serving of the product ends not later than 8:00 p.m.



Agenda Statement

File #: RES 17-0009 **Version:** 1
Type: Resolution **Status:** Agenda Ready
File created: 3/10/2017 **In control:** City Council
On agenda: 3/21/2017 **Final action:**
Title: #17-09 - Amending the 2017 City Budget by Transferring \$250,000 from the Major Maintenance Reserve Water-New Well Project to the Capital Facilities Fund North Tank Reservoir Re-Coating Project
Sponsors: City Council
Indexes:
Code sections:
Attachments: [Budget Reso North Tank ReCoating.pdf](#)

Date	Ver.	Action By	Action	Result
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ITEM TITLE:

#17-09 - Amending the 2017 City Budget by Transferring \$250,000 from the Major Maintenance Reserve Water-New Well Project to the Capital Facilities Fund North Tank Reservoir Re-Coating Project

#17-09 - Amending the 2017 City Budget by Transferring \$250,000 from the Major Maintenance Reserve Water-New Well Project to the Capital Facilities Fund North Tank Reservoir Re-Coating P

SUBMITTED BY: Jason Miles, Capital Facilities Director

FISCAL NOTES:

Expenditure Required: \$250,000

Unencumbered Balance: \$987,000

Funding Source: Major Maintenance Reserve (350.0310.55000), Activity 1602 (Water-NewWell)

RECOMMENDATION:

Approve budget transfer

SUMMARY STATEMENT:

The March 21st Council agenda contains the award of a contract (New Business) for the North Tank Reservoir Re-Coating construction bid. The base bid plus additive alternate number one exceeds the current project appropriation by \$215,000. To avoid postponing the contract award, staff is recommending a repositioning of project monies in the 2017 budget to cover the shortfall plus a small contingency. The projected progress in 2017 for the Water-New Well project is design only; therefore, this is the proposed source for the funding transfer. It is assumed that restoration of full construction funding to the Water-New Well project will be incorporated into the 2018 Budget and CIP.



Agenda Statement

File #: RES 17-0010 **Version:** 1
Type: Resolution **Status:** Agenda Ready
File created: 3/14/2017 **In control:** City Council
On agenda: 3/21/2017 **Final action:**
Title: #17-10 - Authorizing the Subordination and Consent with Crowley Petroleum Distribution Inc. for the Lease of a 7,430 Square Foot Portion of USS 495
Sponsors:
Indexes:
Code sections:
Attachments: [Crowley Subordination Lease Resolution.pdf](#)
[Landlord Waiver.Fuel Dock Lease.2016-11.D01.ASG Edits.pdf](#)

Date	Ver.	Action By	Action	Result
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ITEM TITLE:

#17-10 - Authorizing the Subordination and Consent with Crowley Petroleum Distribution Inc. for the Lease of a 7,430 Square Foot Portion of USS 495

SUBMITTED BY: Lisa Von Bargaen, CED Director

FISCAL NOTES:

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

RECOMMENDATION:

Approve Resolution #17-10 Authorizing the Subordination and Consent with Crowley Petroleum Distribution Inc. for the Lease of a 7,430 Square Foot Portion of USS 495.

SUMMARY STATEMENT:

The City of Valdez leases a 7,430 square foot portion of USS 495 to Crowley for the north fuel dock in the Valdez Small Boat Harbor. The original term of the lease is for 21 years beginning in 2001 and ending in 2022. The lease also has six, five-year renewal options.

Crowley has recently undergone a financial transaction related to the infrastructure on the lease property. The lending institution requires the City take what is called a subordinate position with regard to the improvements on the leased area. Essentially this means the improvements are collateral on a loan Crowley holds. If Crowley defaults on the loan the bank has first right to the improvements to cure the default. The City takes a subordinate position to the bank for the

improvements in case Crowley is delinquent on lease rental payments in addition to defaulting on the loan.

The City attorney reviewed the Subordination and Consent document. Changes were made and Crowley's legal department accepted the changes. Subordination agreements such as this are a fairly regular occurrence. This is really a housekeeping matter as any change to a lease requires Council approval.

All other existing terms and conditions of the lease remain in full force and effect. A copy of the Subordination and Consent document is attached for Council reference. The resolution authorizing the subordination is also attached to this agenda statement.



Agenda Statement

File #: 17-0154 **Version:** 1

Type: Report **Status:** Agenda Ready

File created: 3/2/2017 **In control:** City Council

On agenda: 3/21/2017 **Final action:**

Title: Commercial Marijuana Facility Inspection Report - Alaskan Greenery - March 1, 2017

Sponsors:

Indexes:

Code sections:

Attachments: [Alaskan Greenery MJ Inspection \[3.1.pdf\]](#)

Date	Ver.	Action By	Action	Result
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ITEM TITLE:

Commercial Marijuana Facility Inspection Report - Alaskan Greenery - March 1, 2017

SUBMITTED BY: Bart Hinkle, Police Chief

FISCAL NOTES:

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

RECOMMENDATION:

Receive and file.

SUMMARY STATEMENT:

See attached inspection report.



Agenda Statement

File #: 17-0155 **Version:** 1

Type: Report **Status:** Agenda Ready

File created: 3/16/2017 **In control:** City Council

On agenda: 3/21/2017 **Final action:**

Title: Protest Liquor License Renewal Report - Three Bears Alaska, Inc, Package Store License

Sponsors:

Indexes:

Code sections:

Attachments: [Letter of Protest License #4165 Three Bears Alaska, Inc.pdf](#)
[Notification to Three Bears Alaska Regarding Letter of Protest Package Store License.pdf](#)

Date	Ver.	Action By	Action	Result
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ITEM TITLE:

Protest Liquor License Renewal Report - Three Bears Alaska, Inc, Package Store License

SUBMITTED BY: Sheri Pierce, MMC, City Clerk

FISCAL NOTES:

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

RECOMMENDATION:

Receive and file.

SUMMARY STATEMENT:

The City Clerk at the direction of City Council has filed a letter of protest with the Alcohol and Marijuana Control Board to the renewal of a package store license for Three Bears Alaska, Inc. The reason for protest cited in the letter is as follows:

- There is currently no operational or physical business in Valdez associated with liquor license #4165 (Three Bears Alaska, Inc).
- The City has been advised by the AMCO that the number of liquor licenses classified as a "package store" in Valdez currently exceeds the number allowed based on our population. If this is the case, this license and a license held by Acres Beverage which has been denied renewal by the AMCO and is in the process of revocation, would prevent any prospective

investment or development of a new fully functional package store within the City. The only package store fully operational in Valdez is associated with license #2912 DBA Oaken Keg, located adjacent to the Safeway store.

The AMCO Board will meet in April to address renewal of this application. As required, the City Clerk has notified Three Bears Alaska, Inc. and has provided them with information on how to appear before the City Council to defend their application at the next regular meeting.



Agenda Statement

File #: 17-0156 **Version:** 1

Type: Report **Status:** Agenda Ready

File created: 3/13/2017 **In control:** City Council

On agenda: 3/21/2017 **Final action:**

Title: H.R. Employee Report

Sponsors:

Indexes:

Code sections:

Attachments: [Human Resources Report _ February 13 to March 13, 2017](#)

Date	Ver.	Action By	Action	Result
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ITEM TITLE:

H.R. Employee Report

SUBMITTED BY: Tim James, H.R. Director

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Receive and file.

SUMMARY STATEMENT:

Human Resources Report on employee actions 2/13/17 to 3/13/17



Agenda Statement

File #: 17-0157 **Version:** 1

Type: Report **Status:** Agenda Ready

File created: 3/13/2017 **In control:** City Council

On agenda: 3/21/2017 **Final action:**

Title: February 2017 Building Permit and Inspection Reports

Sponsors:

Indexes:

Code sections:

Attachments: [Building Permit Report February 2017.pdf](#)
[Building Inspection Report February 2017.pdf](#)

Date	Ver.	Action By	Action	Result
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ITEM TITLE:

February 2017 Building Permit and Inspection Reports

SUBMITTED BY: Lisa Von Bargaen, CED Director

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

None. Report only.

SUMMARY STATEMENT:

Please see the attached February 2017 Building Permit and Inspection Reports.



Agenda Statement

File #: 17-0158 **Version:** 1

Type: Report **Status:** Agenda Ready

File created: 3/13/2017 **In control:** City Council

On agenda: 3/21/2017 **Final action:**

Title: DOWL Flood Mitigation Contract Update Report

Sponsors:

Indexes:

Code sections:

Attachments: [DOWL Flood Mitigation Contract Update Report.pdf](#)

Date	Ver.	Action By	Action	Result
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ITEM TITLE:

DOWL Flood Mitigation Contract Update Report

SUBMITTED BY: Lisa Von Bargaen, CED Director

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

None. Report only.

SUMMARY STATEMENT:

Please see the attached DOWL Flood Mitigation Contract Update Report.



Agenda Statement

File #: 17-0159 **Version:** 1

Type: Report **Status:** Agenda Ready

File created: 3/13/2017 **In control:** City Council

On agenda: 3/21/2017 **Final action:**

Title: FEMA Flood Risk Open House Report

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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ITEM TITLE:

FEMA Flood Risk Open House Report

SUBMITTED BY: AnnMarie Lain, Senior GIS/Planning Technician

FISCAL NOTES:

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

RECOMMENDATION:

None. Report only.

SUMMARY STATEMENT:

The Federal Emergency Management Agency (FEMA) and the State of Alaska Department of Commerce, Community, and Economic Development will host a public meeting on Thursday, April 6, 2017 at 6:00 p.m. in the Valdez Civic Center.

The meeting will allow property owners and residents an opportunity to discuss the preliminary FEMA flood map revisions along the City of Valdez coastline, Lowe River, Robe River, Valdez Glacier Stream, and Mineral Creek. Citizens will have a chance to learn about the flood mapping process and ask questions about how the new flood maps might impact their property and community.

FEMA will continue to work with the City of Valdez to identify flood risks and mitigation plans. Once adopted, these plans will be used for flood insurance, land use, and development decisions.

More information on flooding and flood safety is available on

<https://www.commerce.alaska.gov/web/dcra/PlanningLandManagement/RiskMAP/CityofValdezRiskMAPStudy.aspx>.

To learn more about federal flood insurance, visit www.floodsmart.gov <http://www.floodsmart.gov>.



Agenda Statement

File #: 17-0160 **Version:** 1

Type: Report **Status:** Agenda Ready

File created: 3/13/2017 **In control:** City Council

On agenda: 3/21/2017 **Final action:**

Title: Report on Chickens Proposed in Residential Zoning Districts

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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ITEM TITLE:

Report on Chickens Proposed in Residential Zoning Districts

SUBMITTED BY: Lisa Von Bargaen, CED Director

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

None. Report only.

SUMMARY STATEMENT:

As a response to a public request to the Commission (and regular inquiries to the Community Development Department) the Planning & Zoning Commission requested the staff bring forward a draft ordinance for consideration allowing chickens in residential subdivisions. Currently chickens are only permitted in the Rural Residential Zoning District which includes Robe Lake, Alpine Woods and Nordic Subdivision and a handful of individual survey lots along the Richardson Highway.

A public hearing on this matter will take place on Wednesday, March 22nd. Notice of the public hearing was mailed to 892 households on March 10th. This represents the number of property owners within zoning districts which will be impacted, or those that live within 300 feet of an affected property.

The proposed guidelines under which chickens would be allowed are below:

Chickens in Residential Zoning Districts:

- Allow barnyard fowl (excluding Roosters) in the following zoning districts:
 - R-A Single-Family Residential
 - R-B Single and Two Family Residential
 - R-R Rural Residential (already allowed)
 - R-M Residential Mobile Home (if over a certain lot size)
 - R-N Semi-Rural Residential
 - N-C Neighborhood Commercial
 - C-R Commercial Residential
- Up to 6 hens (again Roosters prohibited) on lots 10,000 ft² or less
- On lots greater than 10,000 ft² one additional hen for every 2,000 ft², not to exceed a maximum of 24
- Unless constructed as a permanent structure, meeting local building codes, Coops may not exceed 200 ft²
- Coops are required to have heat lamps. Heat lamps are required to have some type of shut-off or disconnect switch at the lamp. Electrical power installation for the coop must meet the Electrical Code as adopted by the City of Valdez
- The Coop shall be a minimum of 10 feet from any other structure on the property
- The Coop shall meet the minimum setback requirements for the zoning district
- The Coop shall not exceed the maximum lot coverage within the zoning district
- Barnyard fowl must be kept enclosed either by a fence surrounding the entire yard, or a fence surrounding the Coop area
- Feed must be stored indoors - outdoor feed storage is prohibited
- A waste management plan is required
- A chicken permit is required

The meeting on the 22nd is an initial public hearing on the matter. This issue has sparked considerable interest. Just the Monday following the notice mailing saw several calls and visits to the Community Development Department for additional information.

Staff anticipates significant public input on the matter and will keep the Council updated.



Agenda Statement

File #: 17-0161 **Version:** 1

Type: Report **Status:** Agenda Ready

File created: 3/13/2017 **In control:** City Council

On agenda: 3/21/2017 **Final action:**

Title: Community Revenue Sharing (Community Assistance) Report

Sponsors:

Indexes:

Code sections:

Attachments: [Community Revenue Sharing \(Community Assistance\) Report 3-21-2017.pdf](#)

Date	Ver.	Action By	Action	Result
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ITEM TITLE:

Community Revenue Sharing (Community Assistance) Report

SUBMITTED BY: Lisa Von Barga, CED Director

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

None. Report only.

SUMMARY STATEMENT:

Please see the attached report regarding State Community Revenue Sharing, now called Community Assistance.



Agenda Statement

File #: 17-0162 **Version:** 1

Type: Report **Status:** Agenda Ready

File created: 3/13/2017 **In control:** City Council

On agenda: 3/21/2017 **Final action:**

Title: Airport and City Hall Remodeling and Relocation Costs

Sponsors: City Council

Indexes:

Code sections:

Attachments: [Relocation and Remodel Costs.pdf](#)

Date	Ver.	Action By	Action	Result
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ITEM TITLE:

Airport and City Hall Remodeling and Relocation Costs

SUBMITTED BY: Brian Carlson, Finance Director

FISCAL NOTES:

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

RECOMMENDATION:

Receive and file.

SUMMARY STATEMENT:

Staff will present a more detailed report and discussion regarding future costs, scope, and timelines during the April 4th Council meeting.



Agenda Statement

File #: 17-0163 **Version:** 1

Type: Report **Status:** Agenda Ready

File created: 3/15/2017 **In control:** City Council

On agenda: 3/21/2017 **Final action:**

Title: City Manager Report - March 21, 2017

Sponsors:

Indexes:

Code sections:

Attachments: [Managers Report 2017 March 21](#)

Date	Ver.	Action By	Action	Result
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ITEM TITLE:

City Manager Report - March 21, 2017

SUBMITTED BY: Elke Doom, City Manager

FISCAL NOTES:

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

RECOMMENDATION:

Receive and file.

SUMMARY STATEMENT:

City Manager's report respectfully submitted for Council consideration.



Agenda Statement

File #: 17-0164 **Version:** 1

Type: Report **Status:** Agenda Ready

File created: 3/15/2017 **In control:** City Council

On agenda: 3/21/2017 **Final action:**

Title: Mayor Report - March 21, 2017

Sponsors:

Indexes:

Code sections:

Attachments: [Mayor's Report-3.21A](#)

Date	Ver.	Action By	Action	Result
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ITEM TITLE:

Mayor Report - March 21, 2017

SUBMITTED BY: Ruth E. Knight, Mayor

FISCAL NOTES:

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

RECOMMENDATION:

Receive and file.

SUMMARY STATEMENT:

Mayor's report respectfully submitted for Council consideration.



Agenda Statement

File #: 17-0165 **Version:** 1

Type: Appendix Item **Status:** Agenda Ready

File created: 3/13/2017 **In control:** City Council

On agenda: 3/21/2017 **Final action:**

Title: Council Calendars - March, April, & May 2017

Sponsors:

Indexes:

Code sections:

Attachments: [City Council Calendar - March 2017](#)
[City Council Calendar - April 2017](#)
[City Council Calendar - May 2017](#)

Date	Ver.	Action By	Action	Result
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ITEM TITLE:

Council Calendars - March, April, & May 2017

SUBMITTED BY: Allie Ferko, CMC, Deputy City Clerk

FISCAL NOTES:

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

RECOMMENDATION:

Receive and file.

SUMMARY STATEMENT:

Council calendars for March, April, and May 2017 attached.

March 13, 2017

To: Mayor Knight & Valdez City Council Members
From: Lisa Von Bargen, Community & Economic Development Director
CC: Elke Doom, City Manager
Re: Work Session: Code Enforcement Discussion Summary

Zoning Enforcement

This includes areas of the code covered by Title 17 (Zoning) of the Valdez Municipal Code:

- Permitted uses and structures in all zoning districts
- Conditional uses and structures in all zoning districts
- Accessory uses and structures in all zoning districts
- Variances and Exceptions
- Property setbacks in all zoning districts
- Maximum lot coverage in all zoning districts
- Signs
- Permitted home occupations
- Building heights
- Fencing, walls and hedges
- Off-street parking and loading
- Raising of livestock
- Use of mobile homes outside mobile home parks

Enforcement of Title 17 is the responsibility of the Community Development Department. The most frequent type of zoning enforcement is the use of property. A copy of Chapter 17.14 (Single-Family Residential Zoning) has been attached for reference by the Council as an example of how most of these categories are outlined for each zoning district.

Building Enforcement

This includes areas of the code covered by Title 15 (Building) of the Valdez Municipal Code:

- Building Code (Commercial Construction & Renovation)
 - Dangerous Buildings
 - Temporary Buildings
 - Seasonal Use Structures
- Residential Code (Residential Construction & Renovation)
- Electrical Code
- Plumbing Code
- Mechanical Code
- Fuel/Gas Code
- Fire Code
- Mobile Homes & Mobile Home Parks
- Flood Hazard Mitigation

Enforcement of Title 15 is mostly the responsibility of the Building Department, within Community Development. Some aspects of the Fire Code are enforced with the help of the Fire Department.

Nuisance Enforcement

This includes areas of the code covered by Chapter 8.20 (Nuisances) of the Valdez Municipal Code:

- Public Nuisances
- Junk Vehicles
- Noise
- Emission of Dense Smoke
- Escape of Soot, Cinders, etc.

The list of public nuisances is too long to outline in this memo. Therefore a copy of Chapter 8.20 is attached for reference (12 pages long). The enforcement of Chapter 8.20 is shared by Community Development and the Police Department. Public nuisances and junk vehicles are enforced by Community Development. Noise is enforced by the Police Department. Emission and Soot/Cinder Escapement is the least prevalent complaint and is shared by both departments as necessary.

Vehicle & Traffic Enforcement

This includes areas of the code covered by Title 10 (Vehicles & Traffic) of the Valdez Municipal Code:

- Traffic Code
- Miscellaneous Traffic Regulations
- Parking
- Snowmobiles
- Recreation Vehicle Parks & Campgrounds

This section of the code is almost exclusively enforced by the Police Department. They receive some assistance from Public Works. Community Development enforces Recreational Vehicle Parks & Campgrounds as it is tied to the Zoning Code.

This outline is meant to be a reference document from which to have a discussion with Council about the different types of enforcement and responsible parties.

With code enforcement, the most important step must be to acknowledge what priorities are to be accomplished. Once that is established by the Council, staff can provide an enforcement plan, along with expected staff resources and timelines.

Staff looks forward to this discussion with Council.

This report does not cover business registration or itinerant vendor enforcement; Animal Control enforcement; or Public Peace & Welfare offenses covered under Title 9 of the Valdez Municipal Code.

Chapter 17.14 R-A SINGLE-FAMILY RESIDENTIAL DISTRICT

Sections:

- 17.14.010 Intent.**
- 17.14.020 Permitted principal uses and structures.**
- 17.14.030 Permitted accessory uses and structures.**
- 17.14.040 Conditional uses.**
- 17.14.050 Prohibited uses and structures.**
- 17.14.060 Minimum lot requirements.**
- 17.14.070 Minimum setback requirements.**
- 17.14.080 Maximum lot coverage by all buildings and structures.**
- 17.14.090 Maximum height of buildings and structures.**
- 17.14.100 Required off-street parking and loading.**
- 17.14.110 Signs.**

17.14.010 Intent.

The R-A (single-family residential) district is intended to include lands for urban development and which are provided with a full range of public utilities, including sewers, water, electricity and street drains or are intended to be provided with such utilities in the near future. This district is intended primarily for single-family dwellings, excluding mobile homes, at moderate densities. Structures and uses required to serve recreational, religious and other noncommercial needs of residential areas are allowed as permitted or conditional uses subject to restrictions intended to preserve the residential character of the R-A district. (Ord. 03-15 § 3 (part); prior code § 30-14(a))

17.14.020 Permitted principal uses and structures.

In an R-A zone, the following uses and structures are permitted outright:

- A. Single-family dwellings, excluding mobile homes (only a single principal structure may be allowed on any lot or tract);
- B. Parks, playgrounds and open space for informal recreation;
- C. Utility installations, except solid waste disposal facilities and water storage dams and co-generation facilities;
- D. Child care homes;
- E. Group care facilities. (Ord. 03-15 § 3 (part); prior code § 30-14(b))

17.14.030 Permitted accessory uses and structures.

In an R-A zone, the following uses and structures, which are incidental to the permitted principal uses and structures listed in Section 17.14.020, are permitted:

- A. Home occupations;
- B. Accessory buildings in conjunction with a permitted or conditional use such as a private garage or workshop;

- C. Private storage in yards of not more than a total of two of the following: a truck up to one ton, a boat, a recreational vehicle, or a trailer (excluding mobile homes); maintained in a safe and orderly manner and separated by at least ten feet from any property lines;
- D. Automobile parking in conjunction with any permitted or conditional use;
- E. Small wind energy systems in conformance with Section 17.48.150. (Ord. 08-11 § 1: Ord. 03-15 § 3 (part): prior code § 30-14(c))

17.14.040 Conditional uses.

In an R-A zone, subject to the conditional use procedures of this title, the following uses and structures may be permitted with conditions:

- A. Church services;
- B. Community buildings and halls;
- C. Private schools (not more than six students);
- D. Quasi-institutional homes;
- E. Water reservoirs;
- F. Buildings intended for the conduct of religious services along with customary accessory uses including parsonage, day nurseries, and meeting rooms;
- G. Child care centers. (Ord. 03-15 § 3 (part): Ord. 02-01 § 1; prior code § 30-14(d))

17.14.050 Prohibited uses and structures.

In an R-A zone, any uses or structures not of a character indicated under permitted principal uses and structures or permitted as a conditional use are prohibited. (Ord. 03-15 § 3 (part): prior code § 30-14(e))

17.14.060 Minimum lot requirements.

- A. Lot width: eighty feet.
- B. Lot area: eight thousand eight hundred square feet. (Ord. 03-15 § 3 (part): prior code § 30-14(f))

17.14.070 Minimum setback requirements.

- A. Front yard: twenty feet.
 - B. Side yard: ten feet.
 - C. Rear yard: fifteen feet.
 - D. Exceptions. Accessory structures, such as a workshop or storage shed, two hundred square feet or less, and not on a permanent foundation, may encroach into the rear and side yard setbacks only; provided, the structure is located on the back twenty-five percent of the parcel and is a minimum of five feet from both the rear and side lot lines.
1. If the setback is a dedicated utility easement the owner will be responsible for the relocation of the structure during utility maintenance, replacement or repairs. (Ord. 04-11 § 1: Ord. 03-15 § 3 (part): prior code § 30-14(g))

17.14.080 Maximum lot coverage by all buildings and structures.

Thirty-five percent. (Ord. 03-15 § 3 (part); prior code § 30-14(h))

17.14.090 Maximum height of buildings and structures.

A. Principal buildings and structures shall not exceed thirty-five feet in height, except as otherwise provided by this title.

B. On parcels less than one acre in area, accessory buildings and structures shall not exceed sixteen feet in height.

C. On parcels one acre or greater in area, accessory buildings and structures shall not exceed thirty-five feet in height. Construction of an accessory building or structure greater than sixteen feet in height shall prohibit re-subdivision of a parcel to less than one acre. (Ord. 11-05 § 1: Ord. 03-15 § 3 (part); prior code § 30-14(i))

17.14.100 Required off-street parking and loading.

Adequate off-street parking and loading spaces shall be provided in connection with any permitted use in accordance with the requirements set forth in Sections [17.48.100](#) and [17.48.110](#). (Ord. 03-15 § 3 (part); prior code § 30-14(j))

17.14.110 Signs.

Signs may be allowed in conjunction with any permitted use subject to the provisions of Section [17.48.090](#). (Ord. 03-15 § 3 (part); prior code § 30-14(k))

Mobile Version

Chapter 8.20 NUISANCES

Sections:

- 8.20.010 Public nuisances designated—Acts prohibited.**
- 8.20.020 Enumerated—Acts prohibited in all zones.**
- 8.20.030 Enumerated—Acts prohibited in all zones except heavy and special industrial.**
- 8.20.040 Junk vehicles.**
- 8.20.050 Noise.**
- 8.20.060 Emission of dense smoke.**
- 8.20.070 Escape of soot, cinders, etc.**
- 8.20.080 Abatement—Commencement of proceedings.**
- 8.20.090 Abatement—Standards to be followed.**
- 8.20.100 Abatement—Notice and order.**
- 8.20.110 Abatement—Notice and order—Recordation.**
- 8.20.120 Abatement—Notice and order—Extension of time limit.**
- 8.20.130 Abatement—Notice and order—Posting.**
- 8.20.140 Abatement—Enforcement of order—Generally.**
- 8.20.150 Abatement—Enforcement of order—Procedure—Costs.**
- 8.20.160 Abatement—Enforcement of order—Interference prohibited.**
- 8.20.170 Abatement—Recovery of costs.**
- 8.20.180 Abatement—Appeal.**
- 8.20.190 Appeal to the planning and zoning commission.**
- 8.20.200 Appeal to the board of adjustment.**
- 8.20.210 Appeal to superior court.**
- 8.20.220 Summary abatement in emergency.**
- 8.20.230 Remedies.**

8.20.010 Public nuisances designated—Acts prohibited.

A. Public nuisances shall include but not be limited to whatever is forbidden by any provision of this chapter.

B. It is unlawful for any person to commit, create or maintain any public nuisance enumerated in this chapter. (Ord. 11-02 § 1 (part); Ord. 05-05 § 1: prior code § 16-1)

8.20.020 Enumerated—Acts prohibited in all zones.

The following acts and conditions shall constitute a public nuisance in all zones:

A. Whatever injures or endangers the safety, health, comfort or repose of the public, offends public decency, interferes with, obstructs or renders dangerous any street, highway, navigable lake or stream, or in any way renders the public insecure in life or property;

B. Noise exceeding the prescribed decibel levels set forth in Section 8.20.050;

- C. Disposing of any refuse, garbage, manure, waste or other materials except at refuse disposal sites which have been approved and are supervised by the state health officer, or city manager, and which are clearly marked for such purpose;
- D. Dumping, abandoning, throwing, scattering or transporting anything in such manner as to cause the littering of any street, alley or public place, or of any private property not his/her own, or as to cause the obstruction of any ditch, drain or gutter, except as permitted in refuse disposal sites under subsection C of this section;
- E. Knowingly or wantonly operating or causing to be operated any machine, device or apparatus of any kind whatsoever within the corporate limits of the city between the hours of ten a.m. and twelve midnight, the operation of which shall cause reasonably preventable electrical interference in the operation of any radio or television receiving set or with radio or television reception within the city, except that X-ray pictures, examinations or treatment may be made at any time if the machines or apparatus used therefor are properly equipped to avoid all unnecessary or reasonably preventable interference with such radio or television reception, and are not negligently operated;
- F. Any well, swimming pool or other dangerous excavation in the earth not completely covered, or guarded by a fence at least eight feet high of either solid panel or heavy woven-wire construction or by other means of protection, including use of watchmen which shall be fully effective at all times, including night hours;
- G. Buildings which are unoccupied and open to ingress and egress and which should be locked up, boarded up or otherwise secured from ingress or egress;
- H. Unoccupied buildings in a rotten or warped condition;
- I. Broken windows constituting hazardous conditions and inviting trespassers and malicious mischief;
- J. Overgrown vegetation causing detriment to neighboring properties or property values;
- K. Dead trees, weeds or debris:
 - 1. Constituting unsightly appearance, or
 - 2. Dangerous to public safety and welfare, or
 - 3. Detrimental to nearby property or property values;
- L. Attractive nuisances dangerous to children in the form of:
 - 1. Abandoned and broken equipment, or
 - 2. Hazardous pools, ponds and excavations, or
 - 3. Neglected machinery, or
 - 4. Abandoned refrigerators, or
 - 5. Abandoned automobiles or cabinets;

M. Broken or discarded furniture and household equipment in yard areas for unreasonable periods, seven days being prima facie evidence of an unreasonable period;

N. Clotheslines in front yard areas;

O. Neglect of premises:

1. To spite neighbors, or
2. To influence zone changes, or
3. To cause detrimental effect upon nearby property of property values;

P. Property including but not limited to building exteriors which is maintained in such condition as to become so defective, unsightly or in such condition of deterioration or disrepair that such property causes appreciable diminution of the property values of surrounding property or is materially detrimental to nearby properties and improvements. This includes but is not limited to the keeping or disposing of or scattering over the property or premises of any of the following:

1. Lumber, junk, trash or debris, or
2. Abandoned, discarded or unused objects of equipment such as automobiles, furniture, stoves, refrigerators, freezers, cans or containers, or
3. Stagnant water or excavations, or
4. Any device, decoration, design, fence, structure, clothesline or vegetation which is unsightly by reason of its condition or its inappropriate location;

Q. Dumping, pumping, placing, throwing or discharging any oil, bilge waters, refuse, garbage, or debris in the Valdez Small Boat Harbor or the waters of Port Valdez within the city;

R. Any discarded, abandoned, unattended or used refrigerator, icebox or similar container equipped with an airtight door or lid, snap locks or other locking device which cannot be released from the inside, in a location accessible to children, either outside any building or dwelling or within an unoccupied or abandoned building, dwelling or other structure, without first having removed the door, lid or locking device. This provision applies equally to the owner of any such refrigerator, icebox or similar container, and to the owner or occupant of the premises where the hazard is permitted to remain. (Ord. 14-07 § 1: Ord. 11-02 § 1 (part): Ord. 05-05 § 2: prior code § 16-2)

8.20.030 Enumerated—Acts prohibited in all zones except heavy and special industrial.

The following acts and conditions shall constitute a public nuisance in all zones except industrial:

A. Trailers, campers, boats and other mobile equipment stored for unreasonable periods in unsheltered front yard areas, thirty days being prima facie evidence of an unreasonable period;

B. Packing boxes and other debris stored in yards and visible from public streets for unreasonable periods, seven days being prima facie evidence of an unreasonable period. (Ord. 11-02 § 1 (part): Ord. 05-05 § 3: prior code § 16-3)

8.20.040 Junk vehicles.

A. It is unlawful for any person to place upon public property not set aside by law as a refuse disposal, or upon any private property, except licensed junk yards, any wrecked, junked or abandoned vehicle.

B. It is unlawful for any owner, lessee, agent, tenant or occupant to allow or permit to remain on any property owned or controlled by him, except licensed junk yards, any wrecked, junked or abandoned vehicle.

C. Any violation of subsection A or B of this section shall constitute a public nuisance. The costs of abatement may be charged or assessed by the city council as provided by Section 8.20.150(B) against any or all of the following:

1. The vehicle;
2. The registered owner of the vehicle;
3. Any person who has acquired the right to possession of the vehicle from or through the registered owner;
4. Any person in violation of subsection A or B of this section;
5. The owner, lessee, agent, tenant or person in control of the property where the vehicle was situated at the time of the notice to abate.

D. As used in this section:

1. The term "abandoned" includes any vehicle which, at the time of the notice of abandonment, cannot be operated as a motor vehicle in compliance with the laws of the state because of mechanical failure or condition.
2. The term "vehicle" means any motor vehicle as defined in this code and includes any body or part of any such motor vehicle.

E. A person having upon his premises an abandoned vehicle which is in need only of reasonable repairs and is without available funds to obtain the required license or to make such repairs may apply to the city manager for a permit to keep the vehicle upon the premises. (Ord. 11-02 § 1 (part): prior code § 16-4)

8.20.050 Noise.

A. Intent. It is the intent of this section to endeavor to provide citizens with an environment free from such excess sounds or noise as may jeopardize their health, welfare and safety, or degrade the quality of life.

B. Definitions. For the purposes of this chapter:

"dB(A)" shall mean a measure of sound pressure level in decibels on the A-weighted scale.

"Decibel meter" shall mean an instrument to measure decibels which meets or exceeds American National Standards Institute (ANSI) Section 1.4 or the latest approved revision thereof.

"Device" shall mean any mechanism which is intended to produce or which actually produces sound when operated or handled.

“Noise” shall mean any sound which exceeds the prescribed decibel levels at a time and location described in this section.

“Sound-amplifying equipment” shall mean any machine or device for the amplification of the human voice, music or any other sound or noise.

C. Noise in Residential Districts.

1. General Restriction. It shall be unlawful for any person to use, operate, or emit or permit to be used, operated or emitted any source of sound which produces or reproduces sound either stationary or mobile in such a manner so as to create any sound or noise which exceeds sixty dB(A) during the hours of seven a.m. until ten p.m. or which exceeds fifty dB(A) from ten p.m. until seven a.m. when measured at or within the boundary of the property on which the sound is received.

2. Responsibility for Creation of Noise. Any person creating any such sound or noise as described in this section and/or anyone permitting such a sound or noise to be created in, or emanate from, any premises under his care, custody and control shall be presumed responsible for any such sound or noise.

D. Exceptions.

1. Emergency and Public Work. Noise or sound created in the performance of public service by governmental agencies or their contractors while performing snow removal services; or emergency work engaged in by persons for the public safety, health or welfare; or to restore property to a safe condition following a public emergency; or work to restore essential public services, including construction activities directly related to the abatement of any emergency, shall not be subject to the provisions of this section.

2. Noises from Authorized Activities. The prohibitions of this section shall not apply to air traffic, parades, cultural events, athletic games, fairs, or functions approved by the city.

3. Sirens, Horns and Whistles. The provisions of this section shall not apply to any siren, whistle, horn or bell used by emergency vehicles or civil defense or used by motor vehicles as warning devices to avoid collisions.

4. Bells or Chimes. The provisions of this section shall not apply to any bell or chimes, or any device for the production or reproduction of the sound thereof, which are associated with a clock or time-keeping device, church or school.

5. Burglar Alarms. The provisions of this section shall not apply to any burglar alarm or security device; provided, however, no burglar alarm or security device shall sound for more than fifteen minutes after being activated.

6. Construction Activity or Equipment. The provisions of this section shall not apply to any construction activity or equipment operated between the hours of seven a.m. and ten p.m.

7. Residential Power Tools and Equipment. The provisions of this section shall not apply to any residential power tools and equipment operated between the hours of seven a.m. and ten p.m.

8. Vessels. The provisions of this section shall not apply to the operation of any boat or vessel.

9. Motor Vehicles. The provisions of this section shall not apply to the normal and usual operation of motor vehicles.

10. Residential/Commercial Snow Removal Activity or Equipment. Noise or sound created in the performance of residential/commercial snow removal by property owners or their contractors.

E. Noise on Public Streets Generally. It shall be unlawful for any person to use, operate, or permit to be used or operated in or on a parked or moving motor vehicle any sound-amplifying equipment producing sound that is clearly audible at twenty-five feet or more from the motor vehicle on any public street or right-of-way within city limits.

F. Temporary Waiver Permits. If the applicant can show to the city manager or his designee that a diligent investigation of available noise abatement techniques indicates that immediate compliance with the requirements of this chapter would be impractical or unreasonable, a permit to allow exception from the provisions contained in all or a portion of this chapter may be issued, with appropriate conditions to minimize the public detriment caused by such exceptions. Any such permit shall be of as short duration as possible, up to six months, but renewable upon a showing of good cause, and shall be conditioned by a schedule for compliance and details of methods therefor in appropriate cases. Any person aggrieved with the decision of the city manager or his designee may appeal to the city council. (Ord. 11-02 § 1 (part); Ord. 09-06 § 1; Ord. 05-05 § 4; prior code § 16-5)

8.20.060 Emission of dense smoke.

A. Prohibited—Exceptions. It is unlawful for any person to permit the emission of any smoke from any source whatever of a density equal to or greater than that density described as No. 2 on the Ringlemann Chart. The emission of any such dense smoke is declared to be a public nuisance and may be summarily abated by the abatement official. This section shall not apply to:

1. The circumstance when a firebox, furnace, boiler, locomotive or other fuel-consuming device is being cleaned out and a new fire is being built therein, in which event the smoke of a density greater than that described on the Ringlemann Chart shall be permitted for a period of not to exceed six minutes in any single period of sixty minutes;
2. Smoke from fires set by or permitted by any official if such fire is set or permission given in the performance of the official duties of such officer, and such fire in the opinion of such officer is necessary:
 - a. For the purpose of the prevention of a fire hazard which cannot be abated by any other means,
 - b. For the instruction of public employees in the methods of firefighting.

B. Ringlemann Chart.

1. The Ringlemann Chart is a chart which is described in the U.S. Bureau of Mines Information Circular 6888, and on which are illustrated graduated shades of gray for use in estimating the light-obscuring smoke density.
2. The Ringlemann number is the number appearing on the Ringlemann Chart described by the observer to the density of smoke emission.
3. The use of the chart will be made by placing it at such distance from the observer so that the smoke appears as even shades of coloring or when no white spaces between the lines are visible.

Measurements shall be taken at the point of greatest density, which will usually be at the point of emission. Comparison of the smoke and observation with the various shades of the chart will then indicate the density of the smoke. Observation distances shall be not less than one hundred feet nor more than one-quarter mile from the smoke observed.

4. Where the density or opacity of the smoke as observed falls between two consecutive Ringlemann numbers, the lower Ringlemann number shall be considered the density of the smoke observed. (Ord. 11-02 § 1 (part): prior code § 16-6)

8.20.070 Escape of soot, cinders, etc.

A. Dangers to Public Health.

1. It is unlawful for any person to permit or cause the escape of such quantities of soot, cinders, noxious acids, fumes and gases in such place or manner as to:

- a. Be detrimental to any person or the public;
- b. Endanger the health, comfort and safety of any such person or of the public;
- c. Cause or have a tendency to cause injury or damage to property or business.

2. The escape of such matter is declared to be a public nuisance and may be summarily abated by the abatement official.

B. Definitions. "Cinders," "dust," "fly ash," "noxious acids," "fumes" and "gases" as used in this section shall be considered to be all matter other than dense smoke, including smoke, cinders, dust and soot formed as the result of the combustion of fuels which are carried in the gas streams so as to reach the external air and which have not been completely consumed by the combustion process. (Ord. 11-02 § 1 (part): prior code § 16-7)

8.20.080 Abatement—Commencement of proceedings.

The city manager, community and economic development director, fire chief, police chief or their designated representatives are authorized to enforce the provisions of this chapter. When used in this chapter, "abatement official" shall include these officials or their designated representatives.

Whenever the abatement official has inspected any activity, condition or property and has found and determined that such activity, condition or property constitutes a public nuisance, he shall commence proceedings to have the public nuisance abated by rehabilitation, repair or other appropriate action. The procedures set forth in this chapter shall not in any manner limit or restrict the city from enforcing city ordinances or abating public nuisances in any other manner provided by law or by the common law. (Ord. 11-02 § 1 (part): Ord. 05-05 § 5: prior code § 16-8)

8.20.090 Abatement—Standards to be followed.

The abatement official, and the board of appeals if an appeal is taken, shall order the means best calculated to abate wholly the nuisance with the least costs of abatement, and demolition shall not be ordered if repair or removal may accomplish the abatement. (Ord. 11-02 § 1 (part): prior code § 16-9)

8.20.100 Abatement—Notice and order.

A. Issuance—Contents. The abatement official shall issue a notice and order directly to the record owners of the affected property, or the person committing, creating or maintaining the public nuisance. The notice and order shall contain:

1. The street address and legal description sufficient for identification of the affected property;
2. The statement that the abatement official has found the property affected with a public nuisance with a brief and concise description of the public nuisance as defined in this chapter;
3. A statement of the action required to be taken as determined by the abatement official to abate the public nuisance by rehabilitation, repair, demolition or other action sufficient to cause the nuisance to be wholly abated;
4. A statement advising that if any required abatement is not commenced or completed within the time specified, the abatement official may either:
 - a. Proceed to cause the necessary work to be done and charge the cost thereof against the property or its owner; or
 - b. As provided by AS 29.25.070, submit to the court an application for action to enjoin the violation. On application for injunctive relief and a finding of a violation or a threatened violation, the superior court shall grant the injunction.
5. Statements advising:
 - a. That any person having record title or legal interests in the property may appeal from the notice and order by filing with the city clerk within fifteen days (unless such abatement will materially affect a building or structure permanently attached to real property, in which case thirty days shall be allowed) from the date of service of such notice and order an appeal in writing in accordance with the appeal procedure as provided in Sections 8.20.180 through 8.20.210; and
 - b. Failure to appeal will constitute a waiver of all right to administrative hearing and determination of the order, and will result in the abatement official proceeding with the remedies provided in subsections (A) (4)(a) and (b) of this section.

B. Service of Notice and Order.

1. The notice and order and any amended or supplemental notice and order shall be served upon the record owner and posted on the property affected by the public nuisance, and one copy thereof shall be served on each of the following if known to the abatement official or disclosed from official public records:
 - a. The holder of any mortgage or deed of trust or other lien or encumbrance of record;
 - b. The owner or holder of any lease of record;
 - c. The owner of any other estate or legal interest of record in or to the property affected by the public nuisance.
2. The failure of the abatement official to serve any person required to be served shall not invalidate any proceedings herein as to any other person duly served or relieve any such person from any duty or obligation imposed on him by the provisions of this section. No notice is required for abatement of a

public nuisance occurring on the public streets and rights-of-way, city properties and parks, or for summary abatement when permitted.

C. **Method of Service.** Service of the notice and order shall be made upon all persons entitled thereto either personally or by mailing a copy of such notice and order by registered or certified mail, postage prepaid, return receipt requested, to each such person at his address as it appears on the last equalized assessment roll of the city or as known to the abatement official. If no address of any such person so appears or is known to the abatement official, any copies of notice or order shall be so mailed addressed to such person, at the address of the property involved in these proceedings. The failure of any such person to receive such notice shall not affect the validity of any proceedings taken under this section. Service by certified or registered mail in the manner provided in this section shall be effective on the date of mailing.

D. **Proof of Service.** Proof of service of the notice and order shall be certified to at the time of the service by written declaration under penalty of perjury executed by the person effecting service, declaring the time, date and manner in which service was made. The declaration, together with any receipt card returned as acknowledgement of receipt by certified or registered mail, shall be affixed to the copy of the notice and order retained by the abatement official. (Ord. 11-02 § 1 (part): prior code § 16-10)

8.20.110 Abatement—Notice and order—Recordation.

A. If compliance is not had with the order within the time specified therein, and no appeals are properly and timely filed, the abatement official shall have filed in the office of the Valdez recording district a certificate describing the property and certifying:

1. That the property is affected by a public nuisance;
2. That the owner has been so notified.

B. Whenever the public nuisance has been abated on a property described in the certificate, the abatement official shall file a new certificate with the office of the Valdez recording district certifying that the public nuisance has been abated. (Ord. 11-02 § 1 (part): prior code § 16-11)

8.20.120 Abatement—Notice and order—Extension of time limit.

Upon receipt of an application from the person required to conform to the order and agreement in writing by such person that he will comply with the order if allowed additional time, the abatement official may, at his discretion, grant an extension of time within which to abate the public nuisance, if the abatement official determines that such an extension of time will not create or perpetuate a situation dangerous to life or property. The abatement official's authority to extend time is limited to the abatement of the public nuisance and will not in any way affect or extend the time to appeal his notice and order. (Ord. 11-02 § 1 (part): prior code § 16-12)

8.20.130 Abatement—Notice and order—Posting.

A. **Required.** Every order of compliance shall, in addition to being served as provided in Section 8.20.100(B), be posted in a conspicuous place upon the affected property.

B. **Compliance.** No person shall remove or deface any such notice after it is posted until the required abatement has been completed. Any person violating this subsection shall be guilty of a misdemeanor. (Ord. 11-02 § 1 (part): prior code § 16-13)

8.20.140 Abatement—Enforcement of order—Generally.

A. Violation. After any order of the abatement official or the city council, acting as a board of appeals, shall have become final, no person to whom any such order is directed shall fail, neglect or refuse to obey any such order. Any such person who fails to comply with any such order shall be guilty of a misdemeanor.

B. Failure to Obey Order. If, after any order of the abatement official or the city council acting as a board of appeals has become final, any person to whom such order is directed shall fail, neglect or refuse to obey such order, the abatement official may:

1. Cause such person to be prosecuted under subsection A of this section;
2. Institute any appropriate action to abate such public nuisance under Section 8.20.100(A)(4)(a) and (b);
3. Do both 1 and 2.

C. Failure to Commence Work. Whenever the required abatement is not commenced within fifteen or thirty days, as provided in Section 8.20.100(A)(5)(a), after the notice and order issued under this code becomes effective, the abatement official may, in addition to any other remedy herein provided, cause the public nuisance to be abated with the cost of such abatement to be paid and recovered in the manner and method provided in Section 8.20.170. (Ord. 11-02 § 1 (part): prior code § 16-14)

8.20.150 Abatement—Enforcement of order—Procedure—Costs.

A. Procedure. When any abatement of a public nuisance is to be done pursuant to Section 8.20.140(C) of this chapter, the abatement official shall issue his order therefor to the director of public works or the director of capital facilities and the work shall be accomplished by city personnel or by private contract under the direction of such director.

B. Costs. The costs, including incidental expenses of abatement of such public nuisance, shall be a lien against the property involved or may be made a personal obligation to the property owner, whichever the city shall determine is appropriate. (Ord. 11-02 § 1 (part): prior code § 16-15)

8.20.160 Abatement—Enforcement of order—Interference prohibited.

No person shall obstruct, impede or interfere with any officer, employee, contractor or authorized representative of the city or with any persons who own or hold any estate or interest in the premises affected by the public nuisance which has been ordered abated, whenever such officer, employee, contractor or authorized representative of the city, or person having any interest or estate in the affected premises, is performing the necessary acts preliminary or incidental to such work authorized or directed pursuant to Section 8.20.140. (Ord. 11-02 § 1 (part): prior code § 16-16)

8.20.170 Abatement—Recovery of costs.

A. The abatement official shall keep an account of the costs, including incidental expenses, of abating each public nuisance, including each separate lot or parcel of land where the abatement is done, and shall render an itemized report in writing to the city council showing the costs of abatement and manner of abatement of each public nuisance, including any salvage value relating thereto.

B. Upon the completion of the abatement work, the abatement official shall prepare and file with the city clerk a report specifying the work done, itemizing the total cost of the work, the description of the

property affected by the public nuisance and the names and addresses of the persons entitled to notice pursuant to Section 8.20.100(B). Before the report is submitted to the city council, a copy of a report shall be posted for at least five days upon the affected premises, together with a notice of the time when the report shall be heard by the city council.

C. The term “incidental expenses” shall include, but not be limited to, the actual expenses and costs of the city in the preparation of notices, specifications, contracts, overhead and inspection of the work and the cost of printing and mailing required hereunder.

D. The costs shall be recovered as provided in Section 8.20.150(B). All monies recovered for the costs of the abatement shall be paid into the general fund. (Ord. 11-02 § 1 (part); Ord. 96-22 § 1; prior code § 16-17)

8.20.180 Abatement—Appeal.

Any person entitled to service under Section 8.20.100(B) may appeal from the notice and order or any action of the abatement official concerning abatement of a public nuisance. (Ord. 11-02 § 1 (part); Ord. 96-22 § 2; prior code § 16-18)

8.20.190 Appeal to the planning and zoning commission.

A. Filing Limit. An appeal from the notice and order or action of the abatement official in enforcement of this title may be taken to the planning and zoning commission by any person entitled to service under Section 8.20.100(B). The written appeal must be filed within fifteen days (unless such abatement will materially affect a building or structure permanently attached to real property, in which case thirty days shall be allowed) of the notice and order. The appeal must be filed with the office of the city clerk.

B. Report. A report concerning each case appealed to the planning and zoning commission shall be prepared by the abatement official and filed with the city clerk. Such report shall state the decision and recommendations of the commission together with reasons for the decision and recommendations. All data pertaining to the case shall accompany the report.

C. Stay of Proceedings. The filing of an appeal shall stay all proceedings in the matter until a determination is made by the planning and zoning commission, unless the court issues an enforcement order based on a certificate of imminent peril to life or property. (Ord. 11-02 § 1 (part))

8.20.200 Appeal to the board of adjustment.

A. Filing Limit. An appeal from any action or decision of the planning and zoning commission may be taken by any person or persons entitled to service under Section 8.20.100(B). The appeal shall be in the form of a written statement, and state how the appellant will be affected or aggrieved by the action. The appeal must be filed within ten days of the date of the action or decision by the planning and zoning commission. The notice of appeal must be filed with the city clerk.

B. Report. A report concerning each case appealed to the board of adjustment shall be prepared by the planning and zoning commission and filed with the city clerk. Such report shall state the decision and recommendations of the commission together with reasons for the decision and recommendations. All data pertaining to the case shall accompany the report.

C. Stay of Proceedings. The filing of an appeal shall stay all proceedings in the matter until a determination is made by the board of adjustment, unless the board or a court issues an enforcement order based on a certificate of imminent peril to life or property. (Ord. 11-02 § 1 (part))

8.20.210 Appeal to superior court.

An appeal from any action, decision, ruling, judgment or order of the board of adjustment may be taken by any person or persons entitled to service under Section 8.20.100(B), or any officer, commission or board of the city, to the superior court by filing with the court, with a copy to the city clerk, within thirty days from the date of the action appealed from, a notice of appeal which shall specify the grounds of such appeal. Failure to file the notice of appeal in the manner and time specified shall forfeit any right to appeal. The filing of an appeal shall stay all proceedings in the matter until a determination is made by the court, unless the court issues an enforcement order based on a certificate of imminent peril to life or property. (Ord. 11-02 § 1 (part))

8.20.220 Summary abatement in emergency.

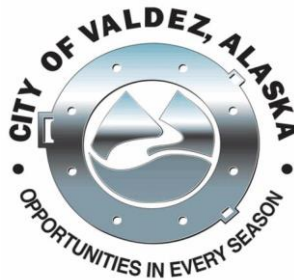
The abatement official may abate any public nuisance without notice in an emergency where the public safety, comfort or repose is seriously annoyed, injured or endangered to the point where immediate action is necessary and notice cannot be timely given. All other abatement proceedings, except the necessity and the manner and method of giving notice, shall apply to the nuisance summarily abated, including the recovery of the costs of the summary abatement. (Ord. 11-02 § 1 (part): prior code § 16-19. Formerly 8.20.190)

8.20.230 Remedies.

The remedies provided for in this chapter shall be cumulative and in addition to other remedies or procedures provided elsewhere in this code or by common law. In addition, a public nuisance may be abated by the city in a civil action. (Ord. 11-02 § 1 (part): prior code § 16-20. Formerly 8.20.200)

City of Valdez

*212 Chenega Ave.
Valdez, AK 99686*



Meeting Minutes - Draft

Tuesday, March 7, 2017

7:00 PM

Regular Meeting

Council Chambers

City Council

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

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

II. PLEDGE OF ALLEGIANCE

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

III. ROLL CALL

Present: 6 - Mayor Ruth E. Knight
Council Member Nate Smith
Council Member Christopher Moulton
Council Member Lon Needles
Council Member H. Lea Cockerham
Council Member Ryan Rydor McCune

Excused: 1 - Council Member Dennis Fleming

Also Present: 5 - City Manager Elke Doom
City Clerk Sheri Pierce
Deputy City Clerk Allie Ferko
Assistant City Manager Todd Wegner
City Attorney Tony Guerriero (*By teleconference*)

IV. APPROVAL OF MINUTES**1. Regular Meeting Minutes of February 21, 2017**

The City Council regular meeting minutes of February 21, 2017 were approved as presented.

V. PUBLIC APPEARANCES**1. Amanda Bauer, Prince William Sound Aquaculture Corporation Board of Directors**

Ms. Amanda Bauer, Valdez representative on the Prince William Sound Aquaculture Corporation (PWSAC) Board of Directors presented an overview of the organization's recent spring meeting in Anchorage.

Ms. Bauer explained the PWSAC is responsible for five salmon hatcheries – four in Prince William Sound and one in Gulkana. She stated the fish returns are anticipated to be healthy this summer. The process involved in those calculations need more than one bad year to change and the hope is that last year was an anomaly.

Cost recovery goals for this season were outlined to the amount of \$6.1 million in pinks and \$4.1 million in chums. They have a little different cost recovery scheme than Valdez Fisheries Development Association uses in Port Valdez with the seine fleet and pinks. PWSAC gillnetters and seiners are both responsible for certain percentages of cost recovery, based on fish and gear class. Thus, there is a bit of a balancing act they must

do to keep the process equitable.

The PWSAC board approved their FY2018 budget and capital projects. Most of the hatchery facilities were built in the early 1980's and have been undergoing large upgrades the last few years. One of the last big projects will be started this fall at the Wally Norenberg Hatchery, replacing the adult collection system, the raceways, holding pens, etc. This is a time specific project, as it must be completed before the adults start returning next summer. Construction cannot begin, however, until all the adults are collected this summer. Hopefully the project will begin by November 1st.

During their March 3rd meeting, the PWSAC heard briefly from Scott Kelly, the director of the Division of Commercial Fisheries at the state of Alaska Department of Fish and Game. Last year Ms. Bauer spoke about the Coghill Weir and its importance to keeping fisheries open. She explained the state of Alaska cut it from the budget and PWSAC paid for it last summer. It looks like there is a good chance the state will move funds around to pay for the weir this year, which is a positive thing for Prince William Sound. She stated it also seems like there is a good chance to do the same for in season otolith testing. This means the state itself will not have a fish for profit to run that program. Ms. Bauer explained there does not seem to be any other major budget changes from the state.

Back in 1993, PWSAC started a remote release of chum salmon in Port Chalmers, which is located on the northwest side of Montague Island. Essentially, the fish are developed at the Wally Norenberg hatchery, taken to Port Chalmers, imprinted there, and released. Ms. Bauer explained it was a great idea, but has never produced returns need to be sustainable. PWSAC is working with the state to phase out the remote release program, especially as it was more of a permitting process than anything.

Last fall, PWSAC hatchery staff attended harmful algae identification training. During this course, staff learned to identify plankton, which the salmon need to eat, when they are ready to take the fish from the hatcheries to saltwater in preparation for release. Ms. Bauer explained, with the changes being seen in the oceans, more and more of these harmful algae blooms are occurring and it is critical to detect them in a timely fashion. Phytoplankton is responsible for those blooms and it grows quickly. In places like Chile, it is killing off massive amounts of farmed salmon. Ms. Bauer stated training last fall was extremely beneficial and hopefully will never have to be used.

Ms. Bauer explained the PWSAC board was also given information on humpback whales. Ms. Ellen Chenoweth, a PhD student at University of Alaska Fairbanks, is completing her thesis on humpback whale predation at salmon hatchery release sites. To date, all of her team's work has been done in southeast Alaska focused on chum and coho salmon. Ms. Bauer spoke a little bit last fall regarding the whales in Port Valdez last spring. Apparently the same occurrence happens in southeast Alaska. One item discovered by Ms. Chenoweth is that of the twenty whales in and around the hatchery, only four were eating hatchery fish. Ms. Bauer explained calories matter in the wild – with chum salmon being good, coho salmon being better, and herring as the best source of calories for whales. When researchers look at whale consumption of salmon fry in a release site, they must factor in the cost of energy for the whale to travel into the port and catch the fry. This energy expenditure is often not worth the cost when compared to other food sources. If whales are in the port actively eating fry, this may be an early indicator of a larger food web problem.

Ms. Bauer explained the National Oceanic and Atmospheric Administration (NOAA) conducted the harmful algae training and, in conjunction with the Sea Grant Program,

partly funded the whale study. She explained NOAA is poised to take a cut in the federal budget. She stated the President also proposed completely eliminating the Sea Grant Program.

Ms. Bauer stated, after 28 years as the General Manager of PWSAC, David Reggiani will retire in June 2017. The hiring process for his replacement is expected to begin soon.

VI. PUBLIC BUSINESS FROM THE FLOOR

Mayor Knight stated she will attempt to be more assertive in managing the level of respect demonstrated during public business from the floor and City Council meetings in general. She explained she is a strong advocate of citizens' right to freedom of speech, but asked that comments in the future be made in a respectful manner. She stated the Governor proclaimed 2017 as the year of kindness in Alaska. She encouraged citizens, staff, and Council to share their honest opinions without including threats or defamation of character against others.

Mr. James "Hotai" Williams, Valdez resident, expressed concerns with the City's attorney performance. He stated he believed the City attorney is responsible for protecting citizens from City staff. He provided several examples of how he believes City employees have harmed Valdez citizens. Mr. Williams stated he believes former City attorney Bill Walker stepped in several times to assist citizens with City Community Development Department decisions. Mr. Williams stated he believes citizens should be treated with respect as human beings first and foremost. As an example, he suggested the Finance Department provide notice to citizens when their Energy Assistance Program credit is being garnished for unpaid debts. Mr. Williams explained he believes the City is finally now moving in the right direction and is encouraged with the arrival of the new city manager.

VII. NEW BUSINESS

1. Approve Purchase of 2,500 Cubic Yards of Class 3 Riprap Material from Harris Sand & Gravel in the Amount of \$136,000

MOTION: Council Member Smith moved, seconded by Council Member Cockerham, to approve the purchase of 2,500 cubic yards of Class 3 Riprap material from Harris Sand & Gravel in the amount of \$136,000 for use at both the Glacier Stream and 10-Mile areas. The motion carried by the following vote after the following discussion occurred.

Council Member Needles asked which City staff member is overseeing the riprap project. Mr. Scott Benda, City Capital Facilities Project Manager, explained he assisted the City's Public Works Department with putting the project out to bid. He stated they received three bids. Harris Sand & Gravel was the lowest bidder and bidding conditions were very favorable. Compared to historic riprap supply costs in the past, the cost per cubic yard is comparatively very low for 2017.

Council Member Needles asked if the riprap would be hauled and delivered. Mr. Benda explained the contractor will haul the material from the glacier quarry and deliver to the designated sites near Valdez Glacier Stream and in Alpine Woods. Mayor Knight asked if the other two bidders were local. Mr. Benda explained the project attracted out of town bidders in addition to Harris Sand & Gravel, one from Anchorage and the other from Palmer.

Mayor Knight stated a local contractor who did not bid on the project contacted her with concerns. She would like to have a meeting with the wide array of local contractors to discuss concerns with process and contracting.

Council Member Moulton asked if anyone operates a rock quarry in town aside from Harris Sand & Gravel. Mr. Benda explained those obtaining rock from the local quarries obtain a permit through the state of Alaska Department of Natural Resources (ADNR). Harris Sand & Gravel operates out of the quarry near Valdez Glacier Lake. Since Harris Sand & Gravel is actively working the quarry to produce riprap for the harbor project, another contractor would need to work with Harris and ADNR to also utilize that pit. Mr. Benda explained this particular project allowed contractors to also obtain rock from the 16-mile quarry on the other side of Keystone Canyon. Both of the other two contractors who bid on the project were considering utilizing that option.

Mr. Benda explained a contractor could not just take rock from piles created from Harris Sand & Gravel or the state of Alaska. They would need to bring down their own equipment and blast their own rock to make riprap. Council Member Moulton stated the concern, then, is not lack of access to rock quarries but the costs involved in mobilization and logistics.

Mr. Allen Crume, Valdez resident, expressed concerns with weighing the rock as part of the operational requirements of the contract. He stated there were issues with contractors in the past who did not deliver appropriate types or amounts of riprap. He recommended onsite inspectors be present to ensure the City received the correct material. Mayor Knight asked if onsite inspection would be part of the process and what the procedure would be if the incorrect material was delivered. Mr. Benda the final quantity would be measured by cubic yard instead of weight. Material would be surveyed and inspected in the field following delivery. Class three riprap is a range of rock, not just one standard size and shape, which allows the rock to better fit together. He explained many of the bidding conditions and specifications were based on lessons learned from the past. Mr. Crume explained he believes the best way to purchase rock is by the cubic yard and supported having onsite inspection.

Mr. James "Hotai" Williams, Valdez resident, expressed concerns with contractors hauling rock down Glacier Haul Road where he resides. He believes those contractors have damaged the road and not been held accountable to make repairs. Ms. Cindy Rymer, City Public Works Operations Manager, explained the contractor and City staff work together on the roads. She explained Harris Sand & Gravel repaired damage to the road during phase one of the harbor construction project.

Yays: 6 - Mayor Knight, Council Member Smith, Council Member Moulton, Council Member Needles, Council Member Cockerham and

Council Member McCune

Absent: 1 - Council Member Fleming

VIII. ORDINANCES

1. **#17-03 - Amending Title 9 of the Valdez Municipal Code Titled Public Peace and Welfare. First Reading. Public Hearing.**

MOTION: Council Member Smith moved, seconded by Council Member McCune, to approve Ordinance #17-03 amending Chapter 9 of the Valdez Municipal Code titled Public Peace and Welfare. First Reading. Public Hearing. The motion carried by the following vote.

Yays: 6 - Mayor Knight, Council Member Smith, Council Member Moulton, Council Member Needles, Council Member Cockerham and Council Member McCune

Absent: 1 - Council Member Fleming

2. **#17-04 - Amending Title 17 of the Valdez Municipal Code Related to Breweries, Wineries and Distilleries. First Reading. Public Hearing.**

MOTION: Council Member Moulton moved, seconded by Council Member Cockerham, to approve Ordinance #17-04 amending Title 17 of the Valdez Municipal Cod related to Breweries, Wineries and Distilleries. First Reading. Public Hearing. The motion carried by the following vote after the following discussion occurred.

Council Member Moulton asked if City staff still planned to review and propose revisions to municipal code to both clarify process and remove unnecessary regulations. Ms. Pierce stated the City received an application for a brewery and discovered municipal zoning code did not allow that type of business within City limits. The City's zoning ordinances must be more specific than other portions of municipal code. She explained, however, recent revisions to Chapter 9 include references to state statute and other references to remove unnecessary regulation or detail.

Yays: 6 - Mayor Knight, Council Member Smith, Council Member Moulton, Council Member Needles, Council Member Cockerham and Council Member McCune

Absent: 1 - Council Member Fleming

IX. RESOLUTIONS

1. **#17-07 Authorizing the City Clerk to Dispose of Certain City Records**

MOTION: Council Member Smith moved, seconded by Council Member Cockerham, to approve Resolution #17-07 authorizing the City Clerk to dispose of certain city records. The motion carried by the following vote after the following discussion occurred.

Mayor Knight asked for clarification on the schedule for destruction of City records. Ms. Pierce explained the City Clerk's Office utilizes the City's records retention schedule which is approved by City Council as well as the state of Alaska records retention schedule and federal regulations.

Yays: 6 - Mayor Knight, Council Member Smith, Council Member Moulton, Council Member Needles, Council Member Cockerham and Council Member McCune

Absent: 1 - Council Member Fleming

2. #17-08 - Authorizing the Lease Renewal of the Museum and Museum Annex with the Valdez Museum & Historical Archive Association.

MOTION: Council Member Moulton moved, seconded by Council Member Smith, to approve Resolution # 17-08 authorizing the lease renewal of the Museum and Museum Annex with the Valdez Museum & Historical Archive Association. The motion carried by the following vote after the following discussion occurred.

Council Member Needles asked if the lease involves the yellow warehouse building near the Kelsey Municipal Dock. Ms. Lisa Von Barga, City Community Development Director, explained the lease covers the center portion of the yellow warehouse.

Council Member Needles asked if the term of the annex lease is appropriate given current discussions regarding relocation of Valdez museum facilities. Ms. Von Barga explained provisions were included in the lease allowing the City to terminate the agreement if needed.

Yays: 6 - Mayor Knight, Council Member Smith, Council Member Moulton, Council Member Needles, Council Member Cockerham and Council Member McCune

Absent: 1 - Council Member Fleming

X. REPORTS

1. 2016 Year End Zoning & Subdivision Activity Report

2. Shared Fisheries Business Tax Update

3. Commercial Marijuana Facility Inspection Report - Herbal Outfitters – February 21, 2017

Council Member Smith thanked the Valdez Police Department for the report and their inspection efforts. He also thanked the owners and management of Herbal Outfitters, for conducting themselves in a professional manner and operating as they stated they would.

4. 2016 4th Quarter Treasury Reports**5. Airport and City Hall Relocation and Remodeling Costs**

Mayor Knight asked if there would be additional reports regarding relocation efforts. Ms. Von Bargaen explained there would likely be additional costs associated with remodeling necessary for the Community Development Department expansion in City Hall. Council Member Moulton asked if there were estimates for the costs associated with this remodel or if a maximum cost would be established. He asked for this information before construction begins. Council Member Smith stated he would also like a percentage complete figure.

6. Levee Certification and LAMP (Levee Analysis and Mapping Approach) Report

Mayor Knight asked when the public meeting would be held in April. Ms. Von Bargaen stated she believes the meeting will be held on April 6th and it will be advertised.

XI. CITY MANAGER / CITY CLERK / CITY ATTORNEY / MAYOR REPORTS**1. City Manager Report**

Ms. Doom stated she appreciated the opportunity to travel to Juneau and participate in the City delegation's legislative meetings. She stated it was overall a very informative and educational experience and provided contacts to whom she could reach out to in the future.

She stated City staff recently resumed discussions with Kimley-Horn regarding the branding, marketing, and revitalization. She explained she understands the Council's goal is to make the City a year-round destination. Kimley-Horn, based in North Carolina, is very well known and respected globally.

Ms. Doom stated she met with Laurie Prax earlier in the day to discuss the Council agenda on KVAK radio and thanked Ms. Prax for the opportunity.

Ms. Doom explained she hoped by the next City Council meeting she would be able to meet with every City department to introduce herself and get to know both the staff and their operations. Once she has been able to meet City staff, she stated she intends to reach out and meet local business owners.

2. City Clerk Report

Ms. Pierce explained nominating petitions for City Council and School Board for the May 2, 2017 regular municipal election are available in the City Clerk's office.

For City Council, there are two vacancies to serve a two-year term and one vacancy to serve a three-year term. Differing City Council terms are based upon the phased implementation of new three-year terms for Council members which passed during the 2016 election.

For School Board, there are three vacancies to serve a three-year term and one vacancy to serve a two-year term. The two year vacancy is based upon a resignation due to a board member moving from Valdez.

Those interested in running for election must pick-up a petition in person. Petitions require 25 signatures from citizens registered to vote in Valdez. Filing deadline is March 16th at 5:00 p.m.

Absentee voting in person begins two weeks prior to election day.

Additional information regarding the election, including absentee voting options, is available on the City's election website: <http://www.ci.valdez.ak.us/elections>. Citizens may also contact the City Clerk's office with elections questions or concerns.

Ms. Pierce explained she distributed an email received by Mayor Knight from Christina Hendrickson. Ms. Hendrickson is with the organization "Summer is For Salmon". She requested a letter be sent from the Mayor to Senator Murkowski in support of moving the U.S. Navy's Northern Edge exercise from May to September. This would potentially lessen the impact to migrating salmon, birds, and other species in the Gulf of Alaska. The City Council passed a resolution in October 2016 opposing the location and timing of the exercise. Apparently Senator Murkowski told the Summer is For Salmon organization she would like to hear from municipalities on the topic. This is why Ms. Hendrickson reached out to Mayor Knight. Ms. Pierce explained the request was received today and asked for Council direction regarding how to proceed.

Mayor Knight stated if the Council had no objection, she will briefly reiterate the points made in the 2016 resolution in her response letter. She explained she also received a letter from the U.S. Navy last fall which stated the Northern Edge exercise will not harm migrating fish and other species. She stated it is reasonable for the exercise to proceed, just at a more appropriate time.

Ms. Pierce stated Mr. Brian Carlson, City Finance Director, asked if the annual City Permanent Fund meeting with the fund managers could be moved from June to August. City Council expressed no objection. Council Member Smith asked for the reason for the move. Council Member Cockerham explained it is useful for newly elected Council members to serve in office for several months prior to being asked to understand the depth of information needed to properly serve on the committee.

Ms. Pierce stated the City Audit Committee meeting will be held on March 13th at noon in City Council Chambers.

Ms. Pierce stated the Finance Department mailed out 2017 property tax assessment statements. Anyone wishing to appeal their assessment may pick up the required forms between 8:30 a.m. and 5:00 p.m. at the front desk of City Hall. Deadline to file appeals is March 31st at 5:00 p.m.

3. City Attorney Report

Mr. Guerriero reported the motion to dismiss several causes of action in the Cummings court case against the City has been granted. There remains some injunctive relief and causes of action on the previous motion which remain to be

addressed in the near future.

Mr. Guerriero stated his firm is tracking legislative bills being proposed in Juneau during this session. If they discover any items which may be of particular interest to the City, they will bring them to the attention of the City Manager and City Clerk.

Council Member Moulton asked for clarification regarding the gas line expert consultant line item in the January 2017 legal billing summary. He asked if this cost related to recent Federal Energy Regulation Commission work. Mr. Guerriero stated he believes that cost is related to the Washington D.C. consultant, but will need to review the itemized invoice to confirm. Mayor Knight asked Mr. Guerriero to send the information to Ms. Pierce for distribution to Council.

4. City Mayor Report

Mayor Knight outlined information provided in her written report included in the City Council agenda packet. She thanked City staff for their work during the City delegation's recent trip to Juneau.

XII. COUNCIL BUSINESS FROM THE FLOOR

Council Member Needles explained he was a member of the City's delegation to Juneau. During the trip, the group met with Mr. Ed Fogels, Alaska Department of Natural Resources Deputy Commissioner. He explained during that meeting they discovered there were major permitting issues with ADNR and Levitation 49. Council Member Needles explained there also appeared to be resistance to Levitation 49's permit request from certain City staff. However, those permitting issues are now resolved and the state recognizes Levitation 49 fills a crucial role vacated by the state.

Council Member Needles thanked the City Public Works Department for their hard work in supporting Levitation 49's Fat Tire Bike Festival.

Council Member McCune asked if the recent wind event made further impact or damage to the street lights on Egan Street. Mr. Jason Miles, City Capital Facilities Director, explained his department is waiting to receive a report from the street light manufacturer who is still exploring failures from a previous wind event. Mr. Miles stated he has not received reports of recent wind damage.

Council Member Cockerham thanked everyone in the community for supporting the middle school volleyball tournament over the weekend. The high school basketball teams will also travel to Delta the following weekend to compete in the regional tournament.

Council Member Cockerham asked Mr. Miles to provide an update on the new harbor project at an upcoming meeting. Mr. Miles stated the next phase of the harbor project is out to bid this week. On Friday March 10th, all of the project documents will be uploaded

to the City website. Pre-bid meeting is scheduled for March 22nd. Bid opening is scheduled for April 7th. Once bids are received, they will be analyzed for lowest responsive bidder. Then the project team will determine how best to manage the construction project moving forward. Mr. Miles explained he will attempt to remain within the project budget estimated prior to his arrival at the City.

XIII. ADJOURNMENT

There being no further business, Mayor Knight adjourned the meeting at 8:01 p.m.

PROVIDENCE VALDEZ MEDICAL CENTER

2016 YEAR-END OPERATING REPORT

MARCH 21, 2017

TABLE OF CONTENTS

- EXECUTIVE REPORT
- QUALITY
- PHYSICIAN METRICS
- CUSTOMER FOCUS
- GROWTH
- FINANCIAL PERFORMANCE
- COMMUNITY BENEFIT AND PARTNERSHIP
- 2017 PRIORITIES

EXECUTIVE REPORT

Despite the winds of change that refuse to cease, Providence Valdez Medical Center and Providence Valdez Counseling Center, are poised to tackle our future challenges because of the amazing strength of our community, our caregivers and our mission. I am sobered by the thought of the amazing work the early Sisters of Providence had put in to create, against great odds, a place for the poor & vulnerable to seek refuge and healing. I am equally called to reflect on the prophetic work done by members of the Valdez community, not too long ago, to insure a strong and vibrant hospital could be enjoyed by her citizens for generations to come. We stand on their shoulders as we endeavor to deliver the best care for the individuals, families and visitors of Valdez.

In 2016 Providence Health & Services joined together with St. Joseph Health to create Providence St. Joseph Health. This new parent organization serves 7 states, more than 100,000 employees and many millions of covered lives. Despite the increased size, “we are grounded in our missions and heritages and inspired by our shared vision for the future health of our communities. We know that together, anything is possible.”

PVMC and PVCC continue to recognize stable economic performance. Nevertheless, economic pressures on both State and Federal payers makes predicting short-term outlook an exercise in gloom & doom. We continue to advocate for rural health and decry the vital impact that a robust and accessible system plays in a vibrant community. So despite the uncertain future, I am positive we have the collective human creativity to see us through trying times.

PVMC and PVCC have had a number of hallmark moments in 2016. In our latest Safety Climate Survey, a survey extended to each Providence facility, PVMC acute care ranked #1 in both Safety and Teamwork, while our Long Term Care (LTC) ranked #1 for Teamwork and #3 for Safety. During our annual LTC Medicaid survey, PVMC received a nearly unprecedented distinction of having ZERO findings, I say nearly unprecedented because they did it in 2013 as well! Some surveyors might go an entire career without such a result and our team has done it twice in less than five years! These results are a testament to the unique talents and special care that our caregivers radiate and bring to their workspaces each day. Our caregivers honor the sacred call to bring comfort to all, especially the poor and vulnerable, to which I am awed continually.

Thank you,

Jeremy O’Neil
Administrator

QUALITY & TRANSPARENCY

QUALITY MEASURES	2012 ^{Q4}	2013 ^{Q4}	2014 ^{Q4}	2015 ^{Q4}	2016 ^{Q4}
Compliance w/ National Patient Safety Goals	82%	83%	93%	93%	93%
Medicare.gov Overall Rating of LTC	5-Star <i>"Much Above Average"</i>	5-Star <i>"Much Above Average"</i>	5-Star <i>"Much Above Average"</i>	5-Star <i>"Much Above Average"</i>	5-Star <i>"Much Above Average"</i>

There are approximately fourteen (14) measurements for National Patient Safety Goals (NPSGs). Some are not applicable to very small hospitals.

PVMC is committed to transparency to both our patients and our caregivers.

PHYSICIAN METRICS

STANDARDS*	2012	2013	2014	2015	2016
Patient History & Physical completed on time	93%	92%	83%	73%	83%
Discharge Summaries completed on time	95%	72%	79%	82%	87%
Verbal Order Authentication	84%	71%	76%	82%	82%
Medication Reconciliation IP (new in 2012)	72%	78%	91%	88%	87%
Medication Reconciliation ER (new in 2013)		42%	70%	76%	70%

* Measure physician performance at Providence Valdez Medical Center, not the Valdez Medical Clinic

CUSTOMER SERVICE

SATISFACTION SCORES	2012	2013	2014	2015	2016
<i>Overall Patient Experience</i>	95%	96%	96%	94%	91%*

- All employees receive customer service training
 - Executive rounding on patients
 - Minimize unnecessary noise
- * Changed method of data collection, in-patient only

GROWTH

VOLUMES	2012	2013	2014	2015	2016	
Acute Average Daily Patient Census	3.5	2.64	2.42	1.90	1.73	(8.8%)
Long Term Care Average Daily Resident Census	9.68	9.58	9.47	7.99	9.60	20.2%
Total Outpatient Visits	10,002	9,370	8,695	9,363	9,294	(0.7%)
Emergency Room Visits	1,623	1,617	1,508	1,304	1,389	6.5%
Births	41	54	39	44	39	(11.4%)
Rehabilitation Visits	3,896	2,620	2,884	3,092	3,132	1.3%
Lab Tests	53,008	57,604	56,465	53,555	50,837	(5.1%)
Radiology Tests	2,603	2,393	2,234	2,228	2,059	(7.6%)
Providence Valdez Counseling Center Client Visits	2,093	2,386	2,594	1,153	1,893	64.2%

GROWTH

SPECIALTY SERVICES		
EXISTING	EXISTING (cont...)	DESIRED
Acupuncture	Psychiatry	Pain Management
Allergy	Sleep Disorder	Orthopedics (Coming in 2017)
Dentistry	e-Intensive Care Unit (e-ICU)	Expanded Counseling Services at PVCC
Dietetics (Dietician)	Prenatal Instruction	Remote Tele-monitoring
ENT (Ear, Nose & Throat)	Pediatrics	Diabetic Support Group
Optician & Optometry	Wound Care (Advanced)	Chronic Care Management
Trauma Community Outreach	Tele-psych, Tele-substance abuse Services	Hospice Care

FINANCIAL

Providence Valdez Medical Center	2012	2013	2014	2015	2016	
Gross Patient Service Revenue (GPSR)	\$14.7M	\$15.5M	\$15.9M	\$15.7M	17.1M	8.9%
Net Patient Service Revenue (NPSR)	\$12.3M	\$13.2M	\$12.1M	\$13.6M	14.8M	8.8%
Full-Time Equivalent Employees (FTEs)	78.9	81.3	82.1	84.2	92.2	9.5%
Charity Care/Bad Debt	\$843K	\$1.0M	\$1.6M	\$1.0M	\$601K	(40.0%)
Days Cash on Hand	217	224	267	304	278	(8.6%)
Year-end cash in the bank	\$6.68M	\$7.62M	\$8.91M	\$10.08M	10.6M	5.2%
Net Operating Income (Loss)	\$867K	\$1.53M	\$79K	\$1.44M	\$772K	(46.5%)
Providence Valdez Counseling Center	2012	2013	2014	2015	2016	
Gross Patient Service Revenue (GPSR)	\$307K	\$321K	\$398K	\$241K	\$360K	49.4%
Net Patient Service Revenue (NPSR)	\$197K	\$216K	\$255K	\$154K	\$244K	58.4%
Grant Funds	\$284K	\$313K	\$294K	\$297K	\$339K	14.1%

FINANCIAL

City Supplement Trend	2013	2014	2015	2016
Hospital	\$ -	\$ -	\$ -	\$ -
Counseling Center	\$ 260,000	\$ 130,000	\$ 130,000	\$ 130,000
Total Operating Support	\$ 260,000	\$ 130,000	\$ 130,000	\$ 130,000

Capital Support	\$ 0^A	\$ 0^B	\$ (800,000)^C	\$ (2,355,000)^D
------------------------	-------------------------	-------------------------	---------------------------------	-----------------------------------

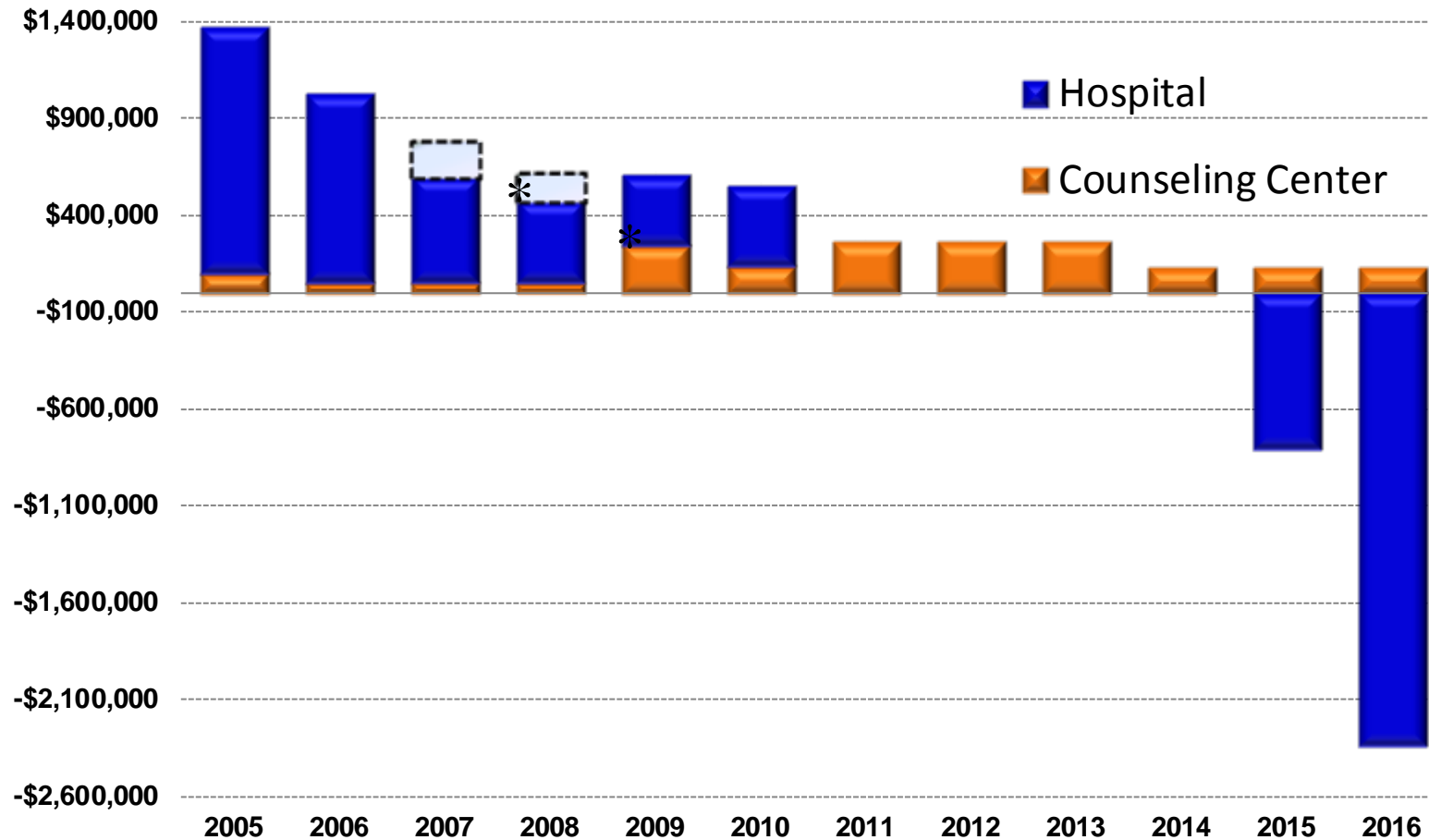
^ACity Council authorized \$600K for design and construction of a MRI in addition to \$115K of capital projects funded by operating capital

^BCity Council authorized \$1.443M for turnkey MRI in addition to \$759K of capital projects funded by operating capital

^CCity Council authorized \$800,000 in Health Campus projects managed by City and paid for by Hospital operating capital in addition to \$173,191 of Hospital managed and funded projects

^DCity Council authorized \$2,355,000 in Health Campus projects managed by City and funded for by Hospital operating capital

City Supplement



* PVMC returned \$181K and \$141K to the City in 2007 and 2008 respectively

NOTE: Total Operating Support trend reported does not include support provided by the City Health Campus Buildings & Grounds team

2016

CAPITAL ACQUISITIONS & SERVICE ENHANCEMENTS

Item	2016 Budget	Status
Nurse Call System Upgrade	\$ 300,000	A
Wall mounted lift systems	250,000	B
Infection Control Enhancements	200,000	B
Anesthesia monitor	20,000	B
Bed lifecycle replacement	45,000	A
Telehealth equipment	25,000	B
Fetal monitor	50,000	B
Door magnets	45,000	B
IT Room Drain	30,000	A
Electrical line conditioner	200,000	B
Building Maintenance Reserve	100,000	A
Building Controls		
Dishwasher replacement?		
Parking lot improvements	500,000	A
Signage	75,000	B
Water/snow drainage study	50,000	A
Humidity Control	250,000	B
Long-Term Care Doors	100,000	B
Copper Piping Replacement	1,250,000	B
Security Enhancements	100,000	B
O2 Generator		
UPS		
Total	\$ 3,590,000	

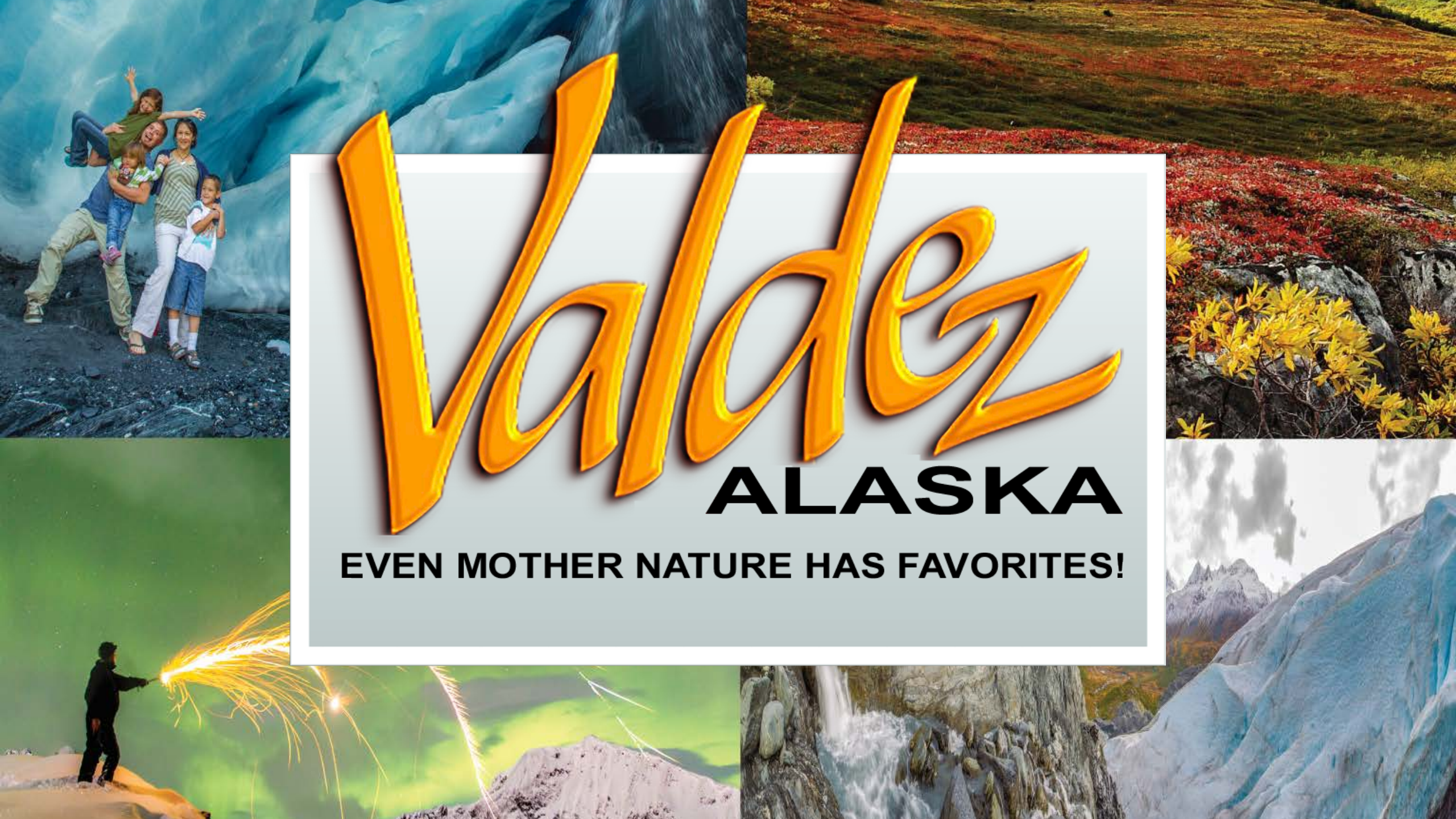
A completed project; B project underway or not yet started

2016 COMMUNITY BENEFIT

- Continues to be Self Sustaining (no subsidy for PVMC)
- \$273K in Financial Assistance (PVMC & PVCC combined)
- Local Jobs for Local Community as well as Adding New Professionals
- Emergency Department continues State certification as a Level IV Trauma Center
- Committed partnership with PWSC, PVMC supports both the CNA & Professional Nursing programs
- Sound Wellness Alliance Network (SWAN)
- Self Directed Lab Testing
- Visiting Dietician and other Specialty Clinic Providers
- Support for the Traveling Health Fair and Community Mass Vaccination
- Promote and support education for health care careers among local youth
- \$200,000 Total Donation for Several Local Non-profits working for Community Wellness (down from \$250,000 in 2015)
- One Call Now for Search & Rescue
- PVCC Satellite office at Valdez High School
- United Way/Community partnership for Community Playground build
- Elder Law and other community education forums

2017 PRIORITIES AND CHALLENGES

- Continue to collaborate with the Valdez Medical Clinic to integrate care and improve population health
- Prepare for new reimbursement models and advocate for Critical Access considerations
- Continue to evaluate and expand specialty clinics where need exists
- Continue to meet heightened regulatory demands (Medicare/Medicaid) stemming from the use of our Epic EHR platform: “Meaningful Use,” “Outcomes Based Payment,” etc.
- Refresh Strategic Plan
- Explore medical campus expansion in terms of primary care and outpatient space needs
- Increase Social Media visibility as a vehicle for outreach to the community (programs and services)
- Increase utilization of existing tele-health programs, and explore new ones
- Continue to support hiring practice for best-fit and utilize best practices for retention of all caregivers.
- Implement electronic medical record (EMR) at the Counseling Center
- Continue to focus on caregiver wellness and making PVMC/PVCC the best place to work in Valdez
- Expand community outreach and partnerships that reinforce healthy living and efficient/effective utilization of health resources

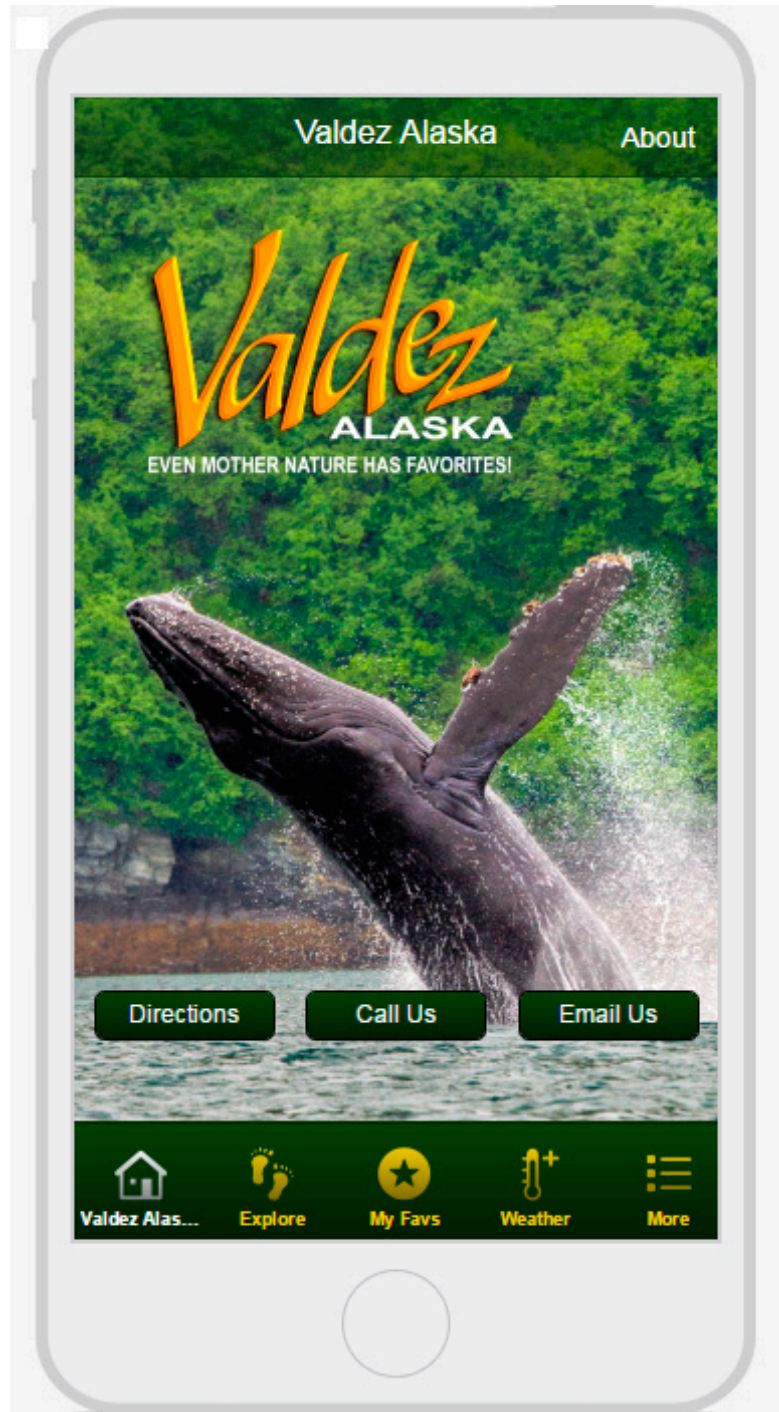


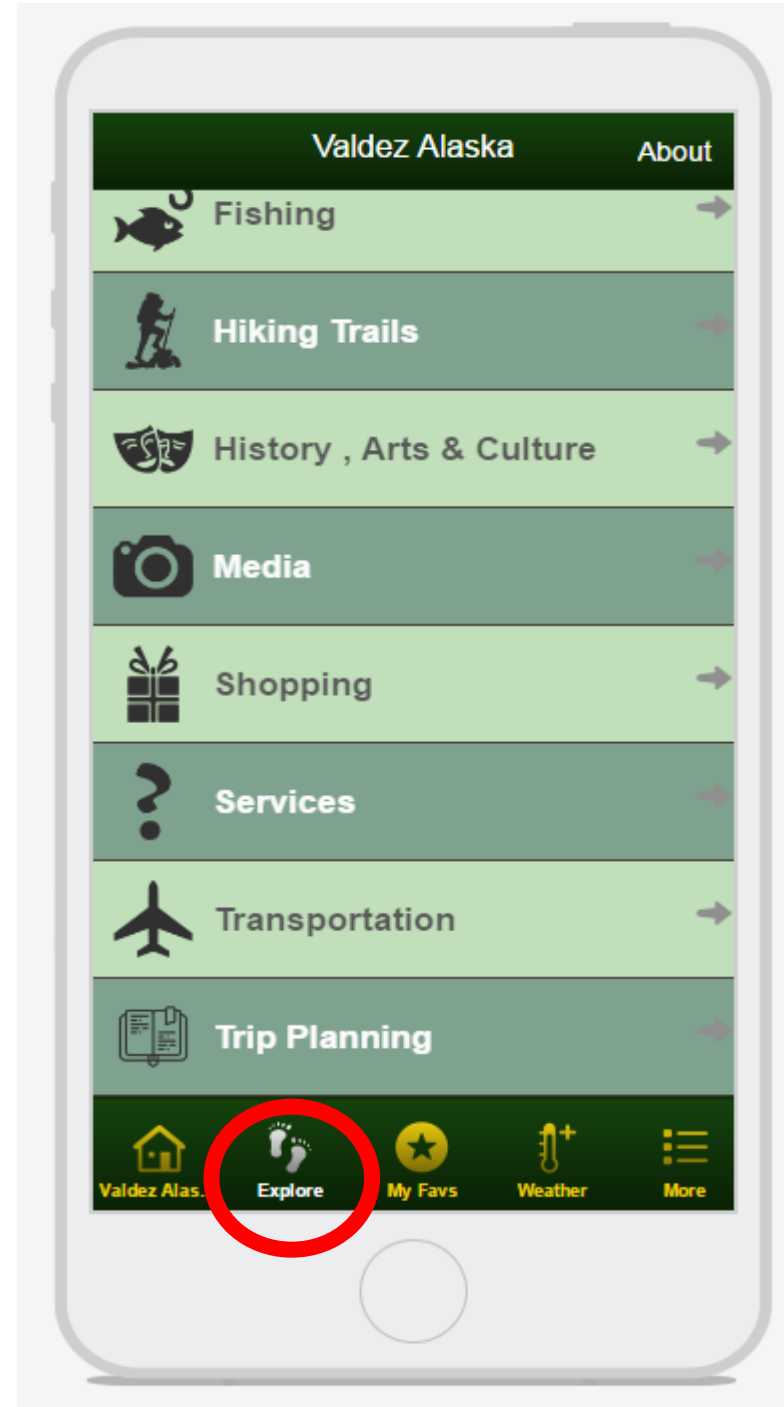
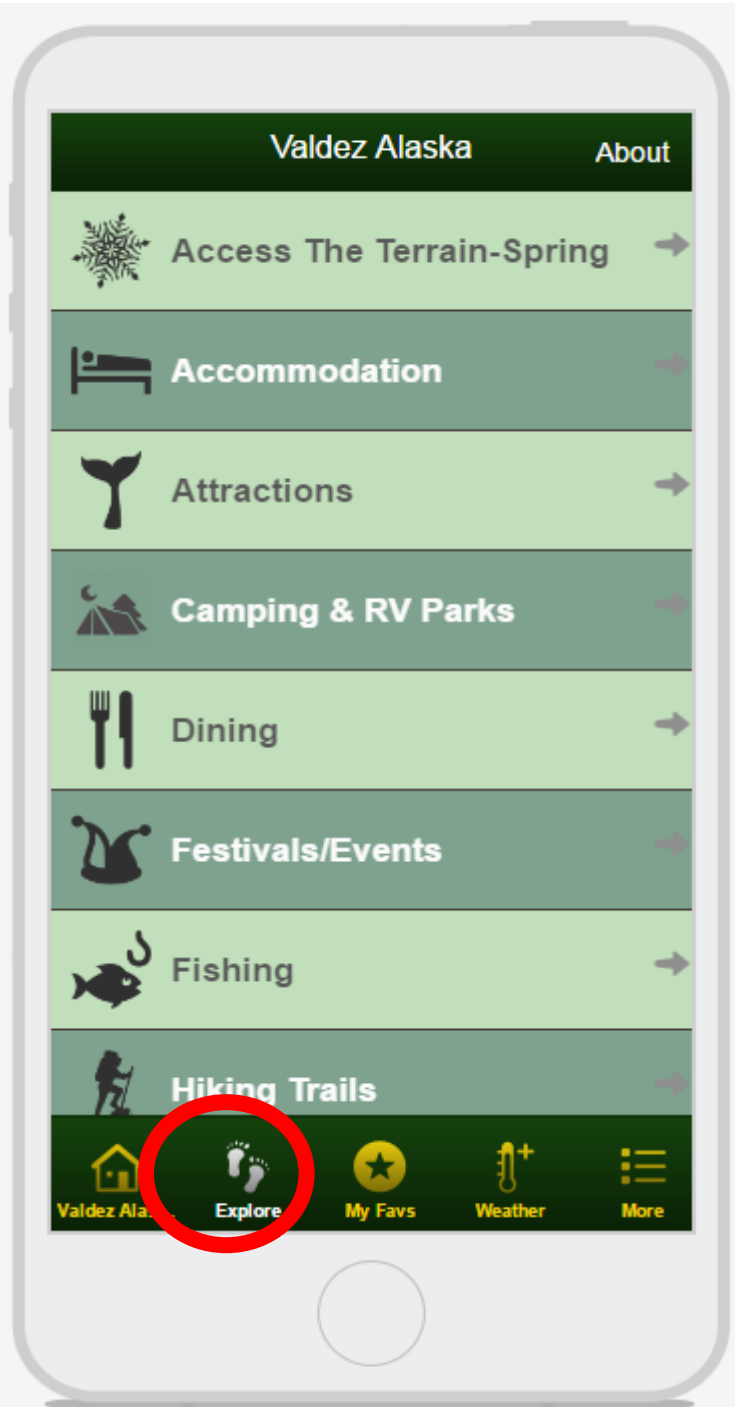
Valdez

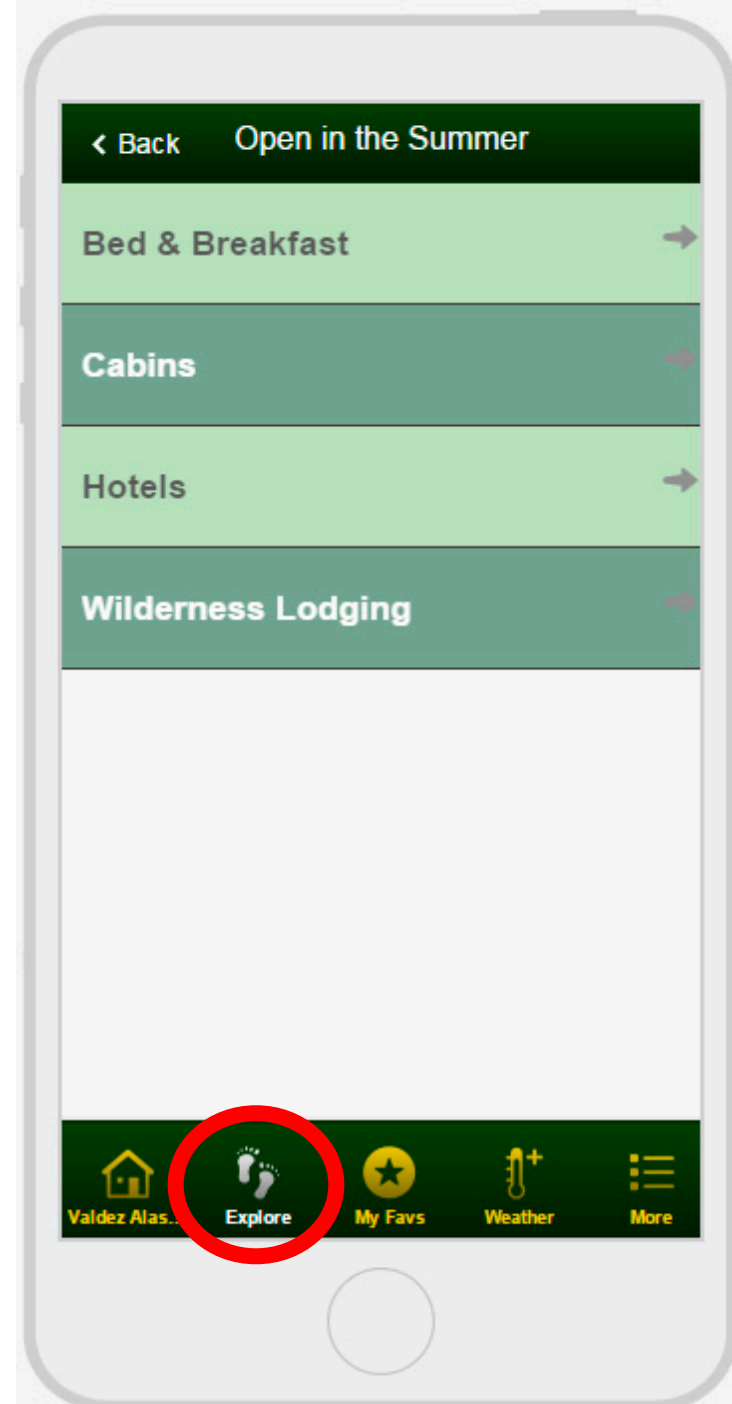
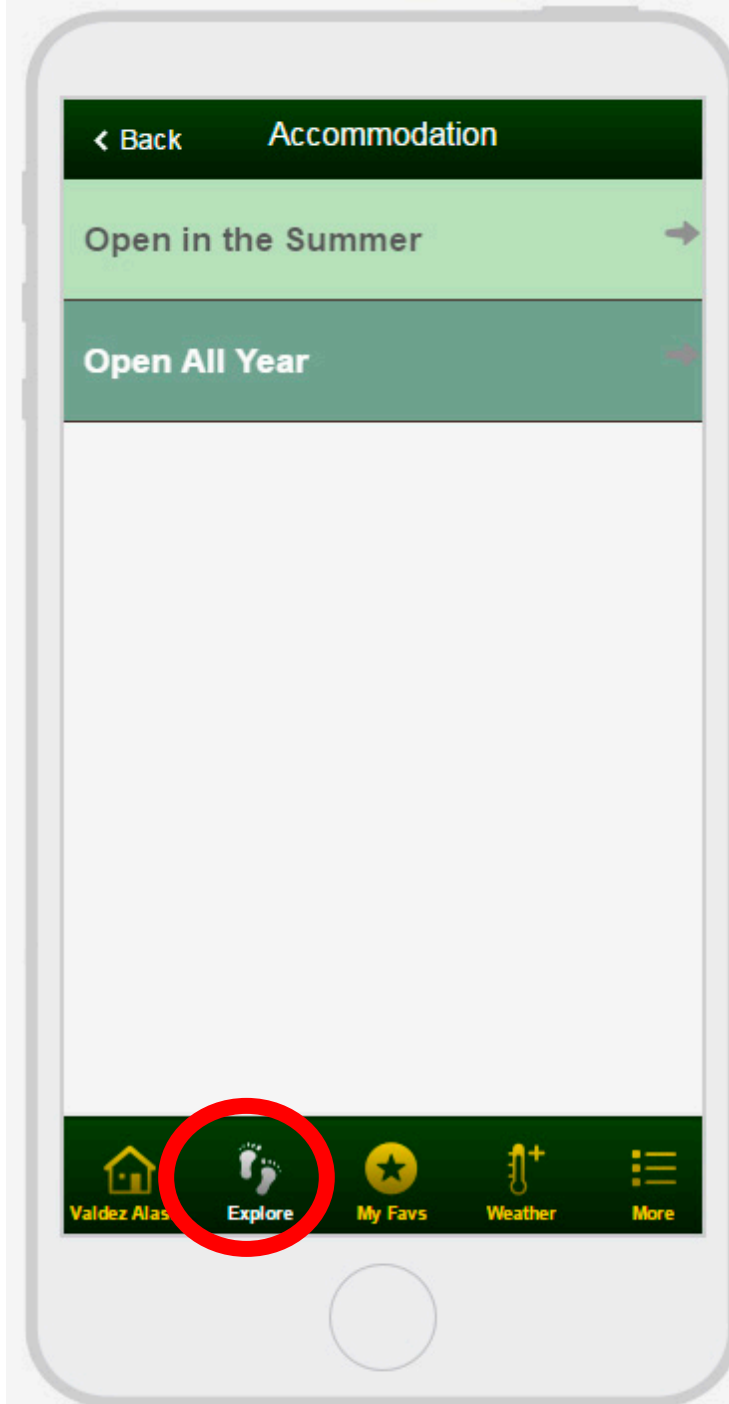
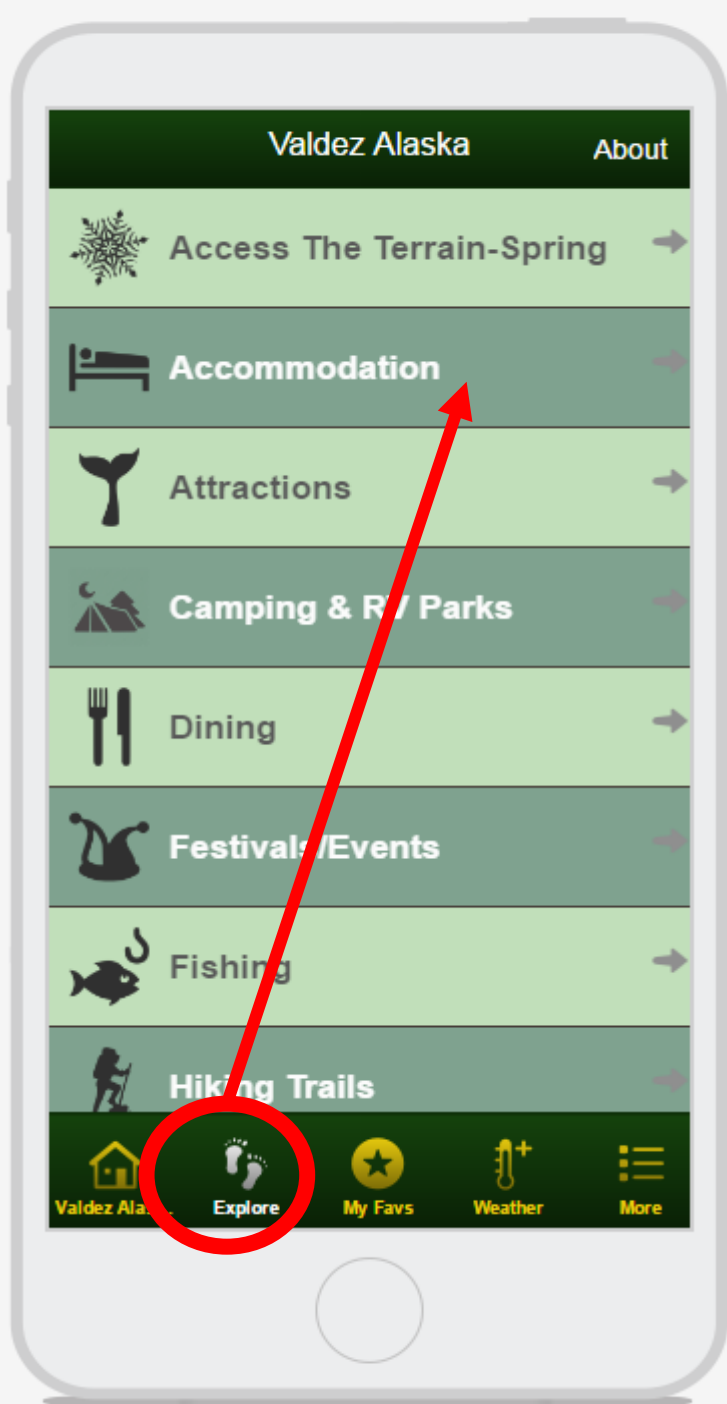
ALASKA

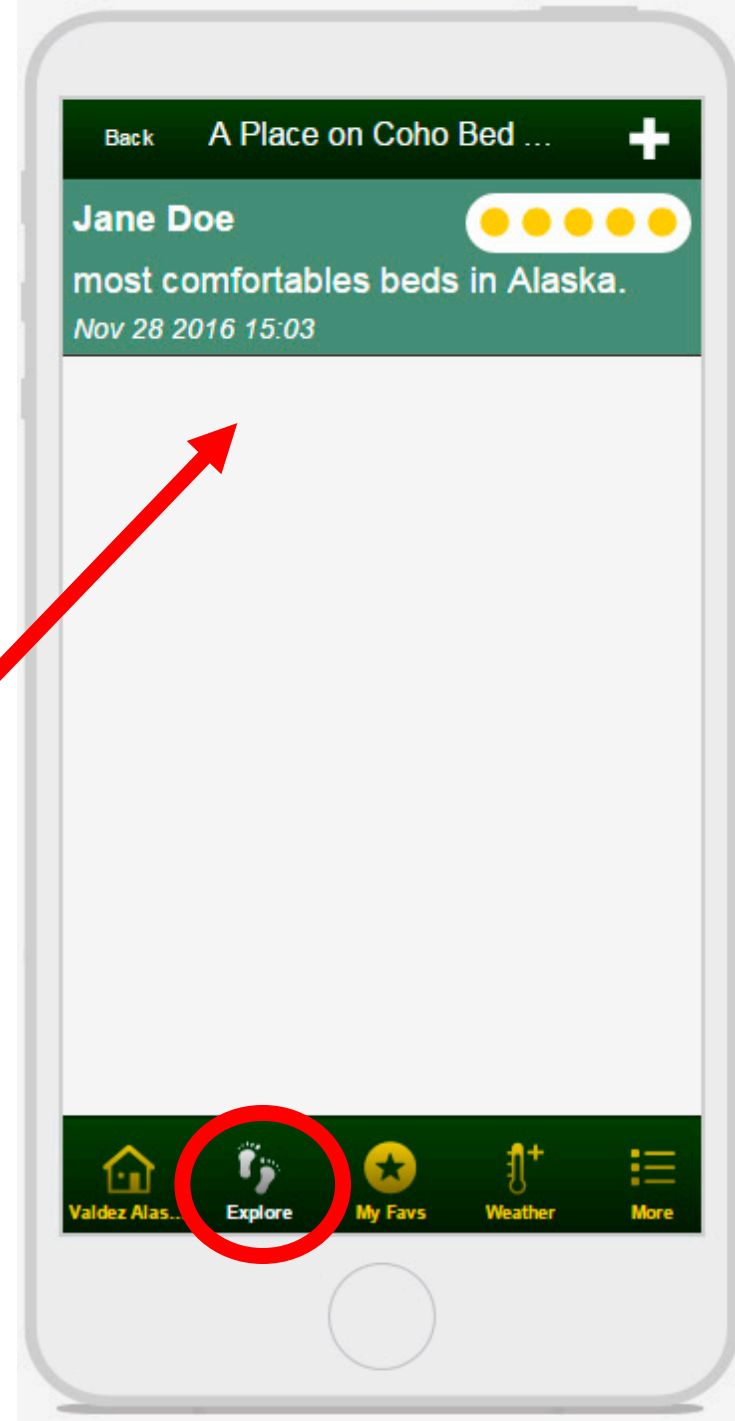
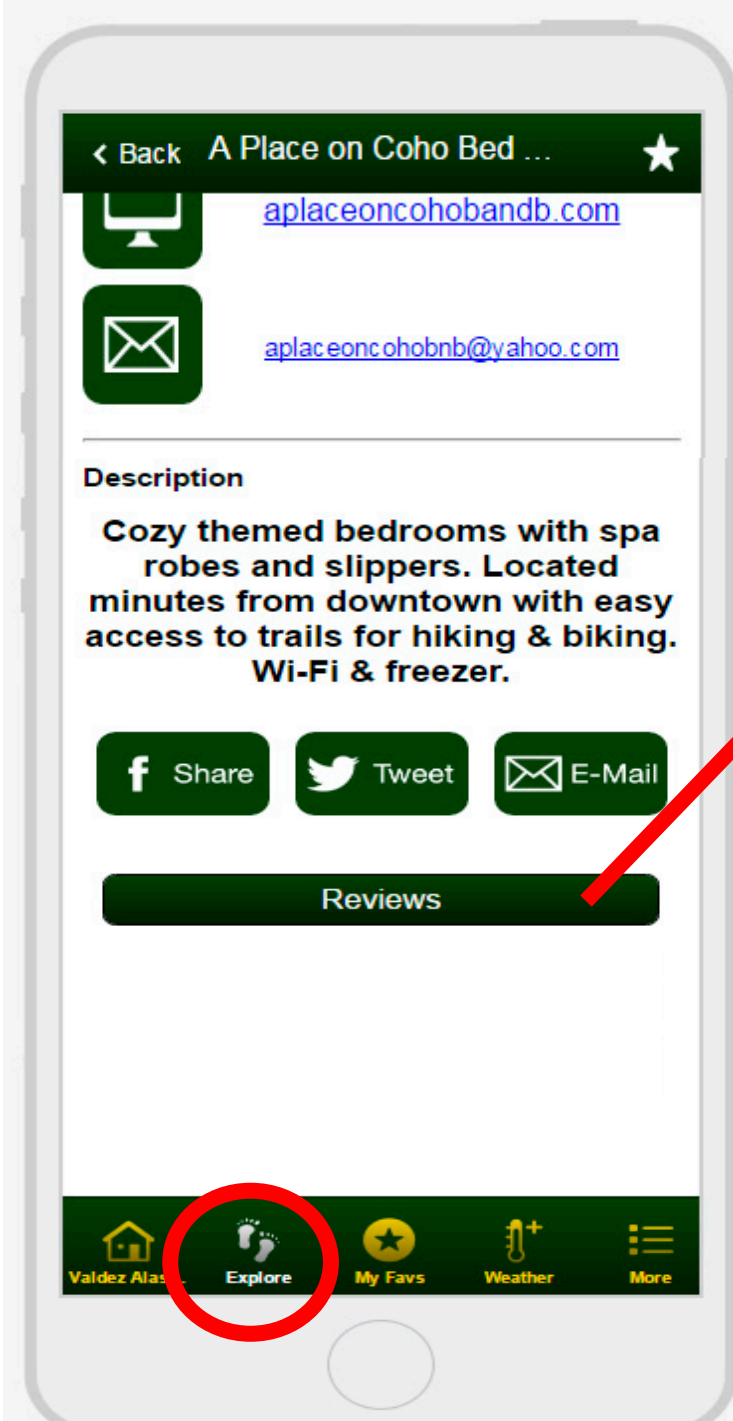
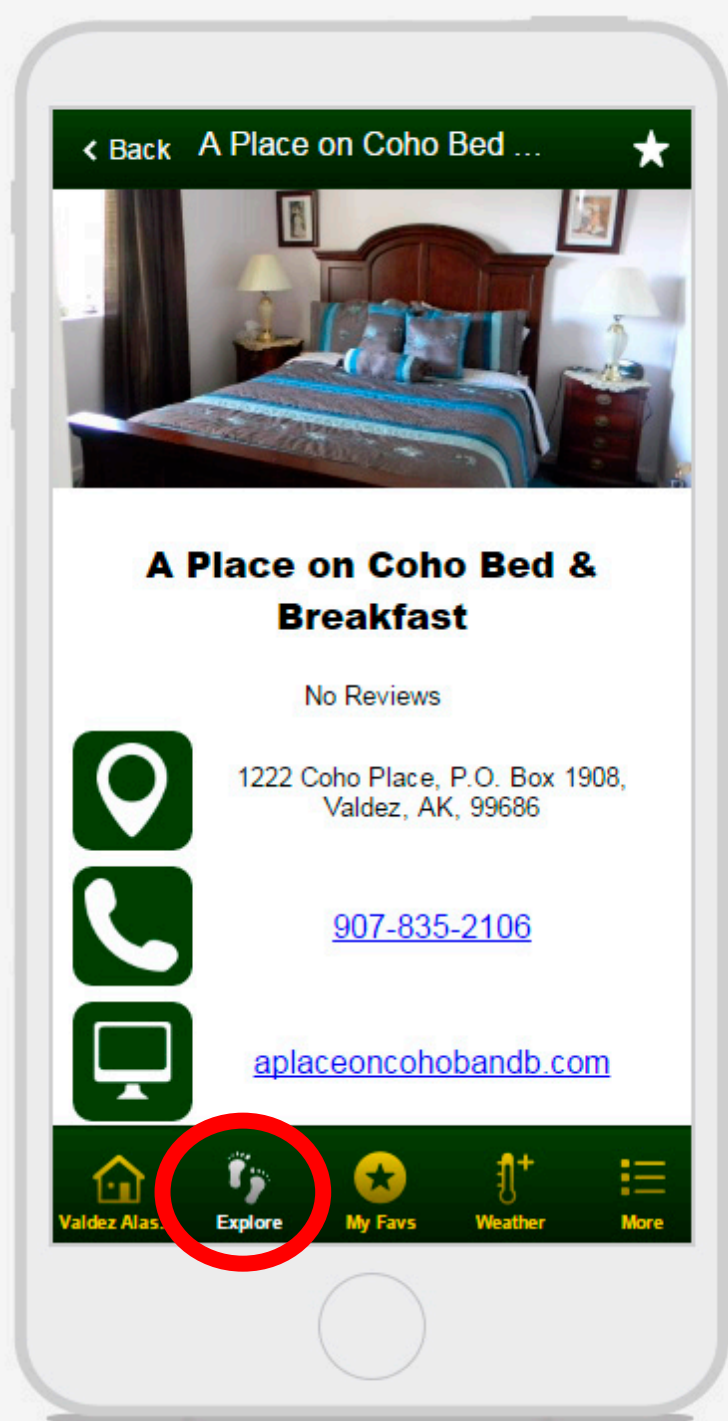
EVEN MOTHER NATURE HAS FAVORITES!

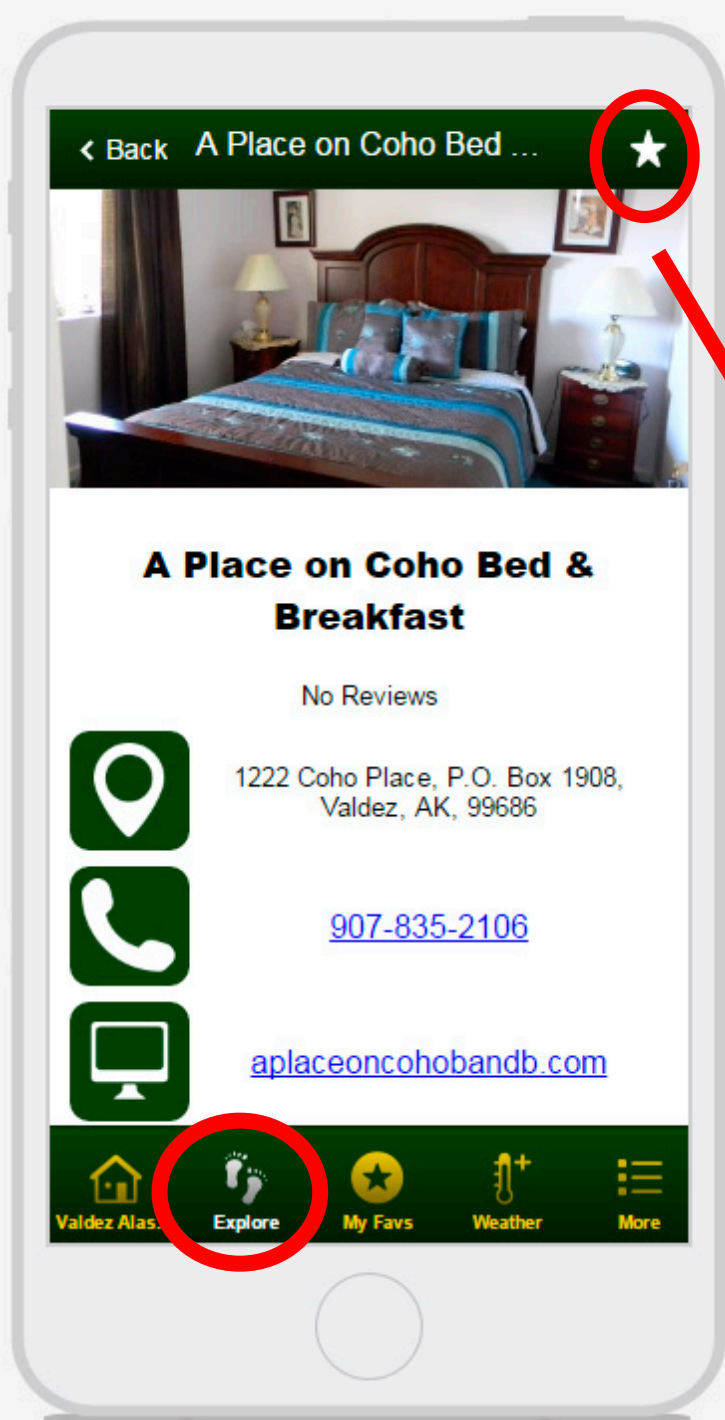
VALDEZ NEW APP HAS LANDED!

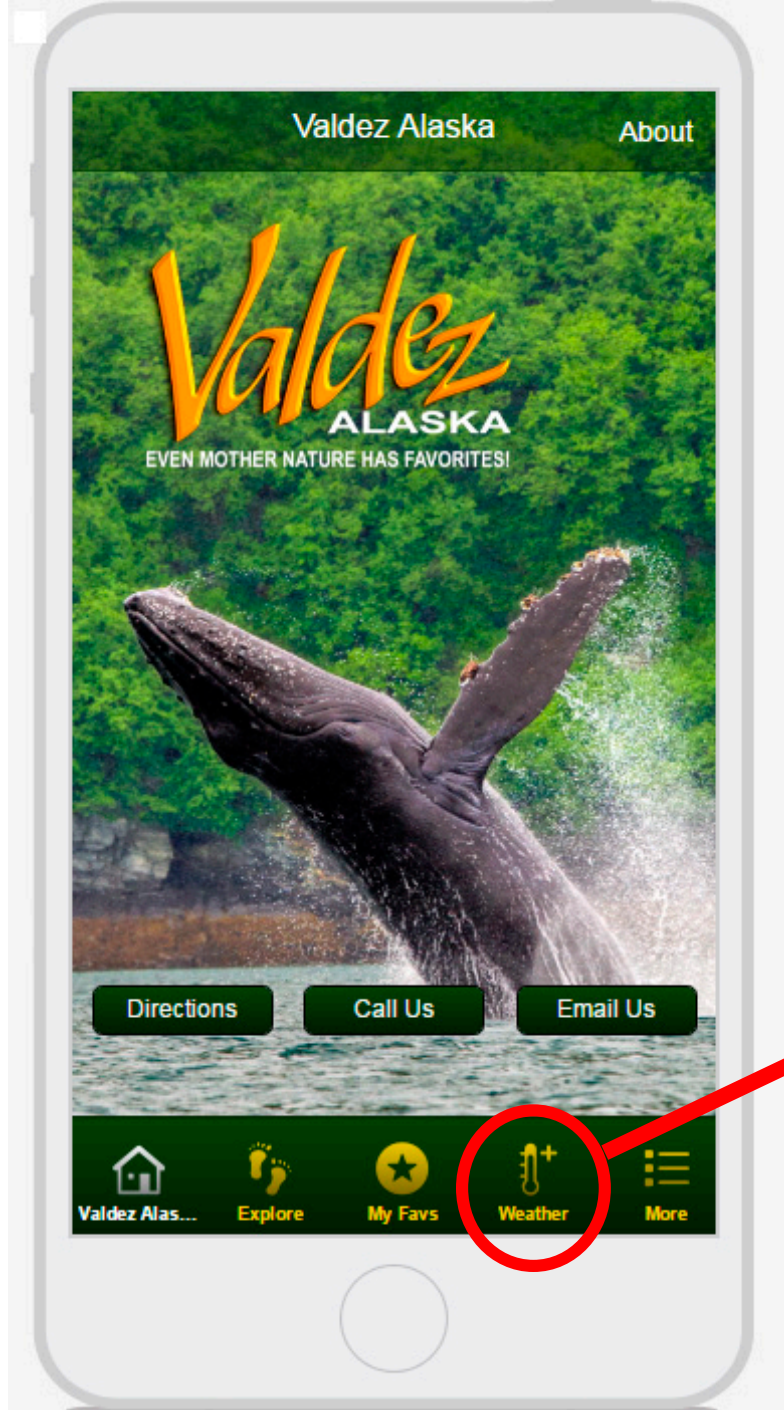













NOAA Weather Forecast for
Valdez - direct from NOAA
website

Need to have your browser
open (Google or Safari)

09:00 PM AKST 4:02 PM 83%

[En Español](#) [Share](#) | [f](#) [t](#) [e](#) [p](#)


**Current conditions at
Valdez 2 (PAVD)**
Lat: 61.13°N Lon: 146.27°W Elev: 121ft.

 Mostly
Cloudy
27°F
-3°C

Humidity 100%
Wind Speed Calm
Barometer 29.58 in
Dewpoint 27°F (-3°C)
Visibility 10.00 mi
Last update 28 Nov 3:56 pm AKST

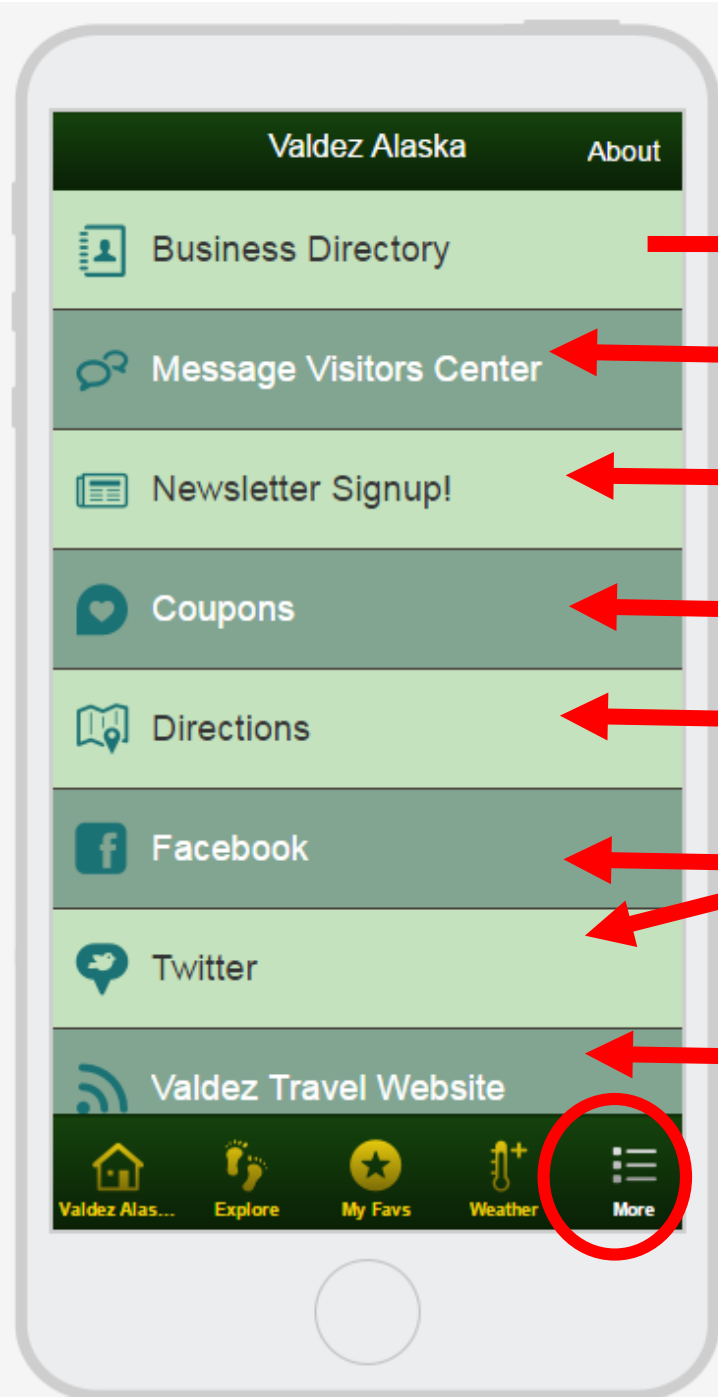
[More Local Wx](#) | [3 Day History](#) | [Hourly Forecast](#)

**Extended Forecast for
Valdez AK**

 [Click here for hazard details and duration](#)

[View in Desktop Mode](#)
This Tonight

Done C ◀ ▶ 🔍



Secondary access of business listing



Text message Visitors Center



Consumer Newsletter Signup.



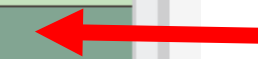
Members Coupons/Special Offers



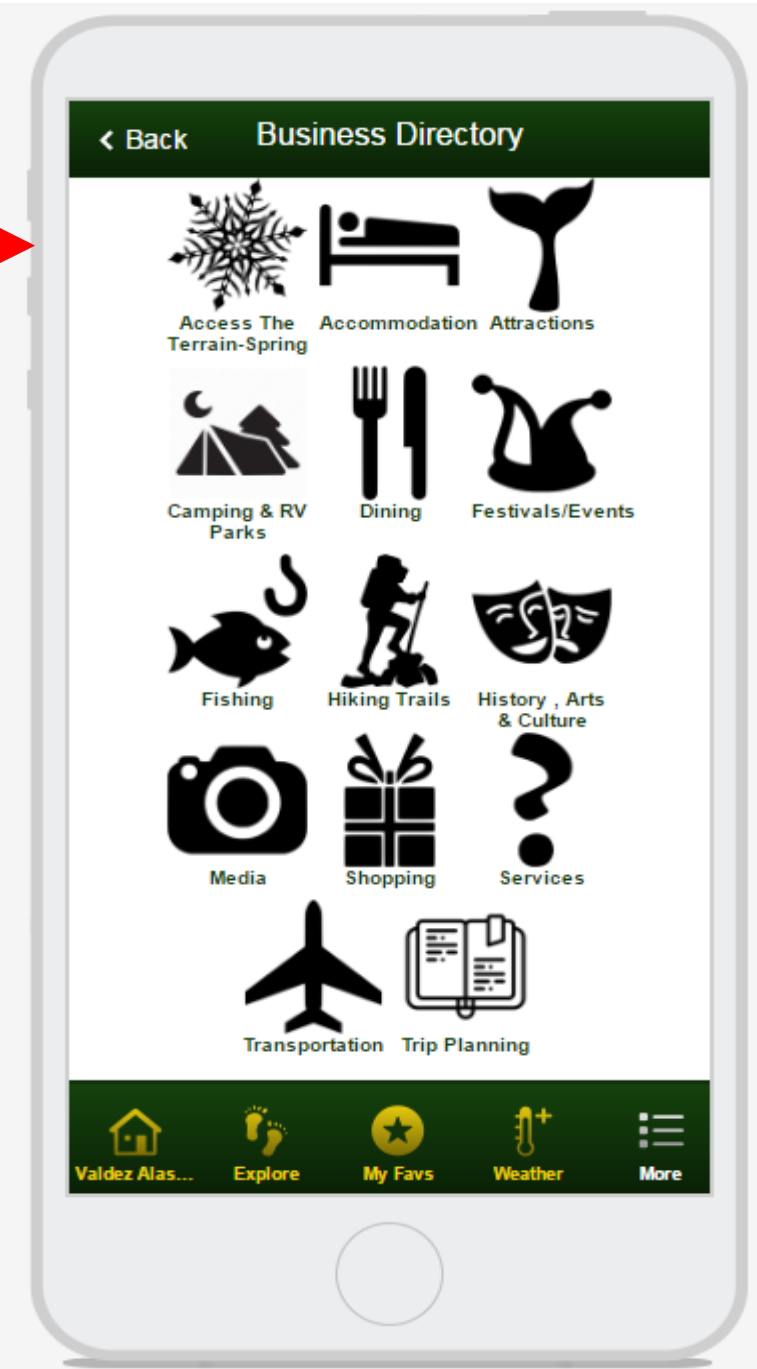
Access to Google maps

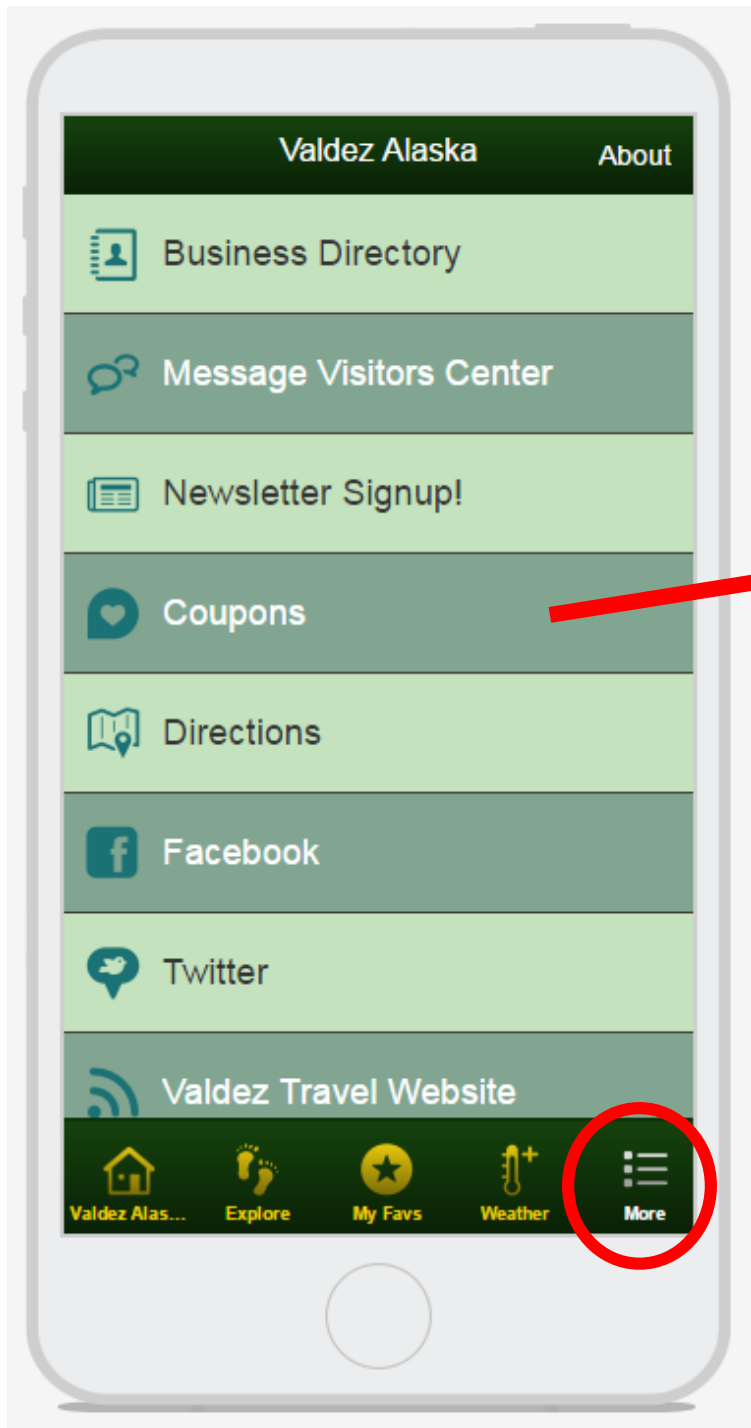


Valdez Social Media feed

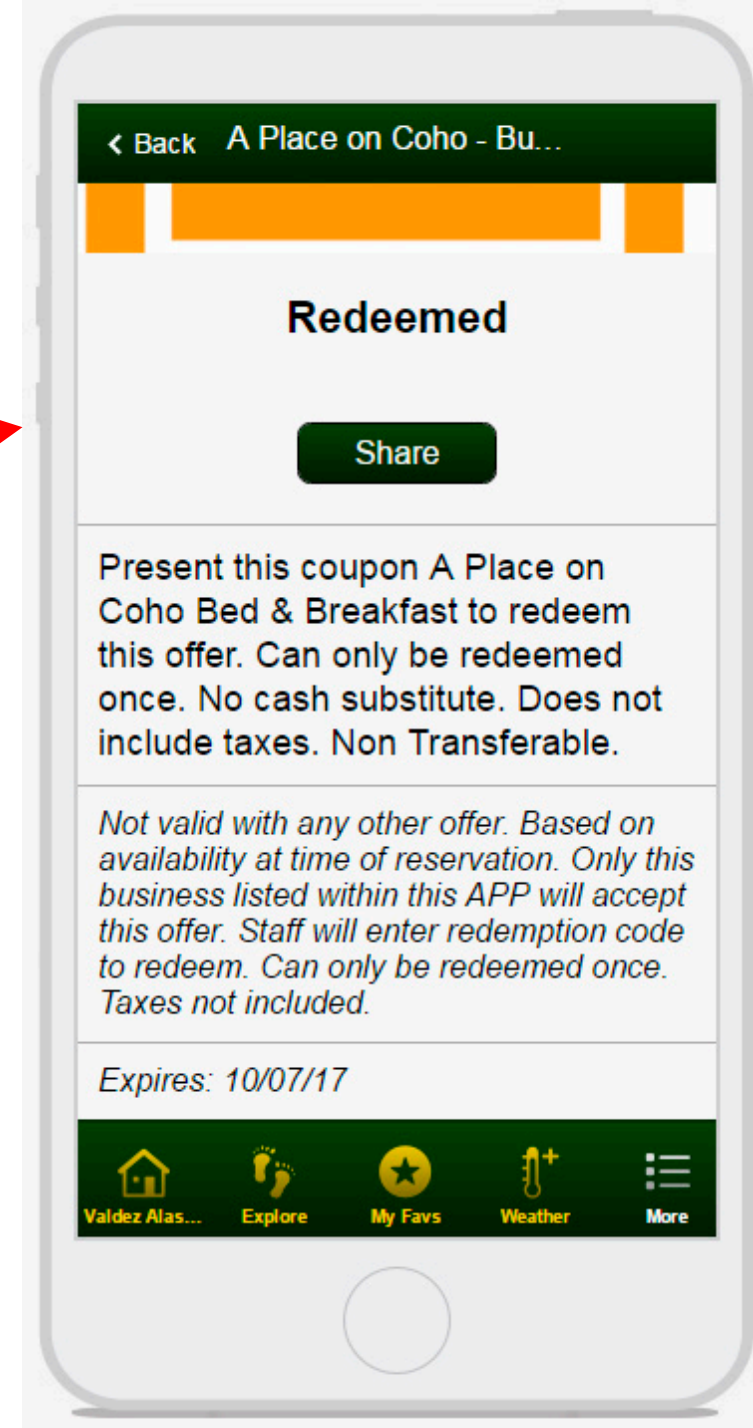


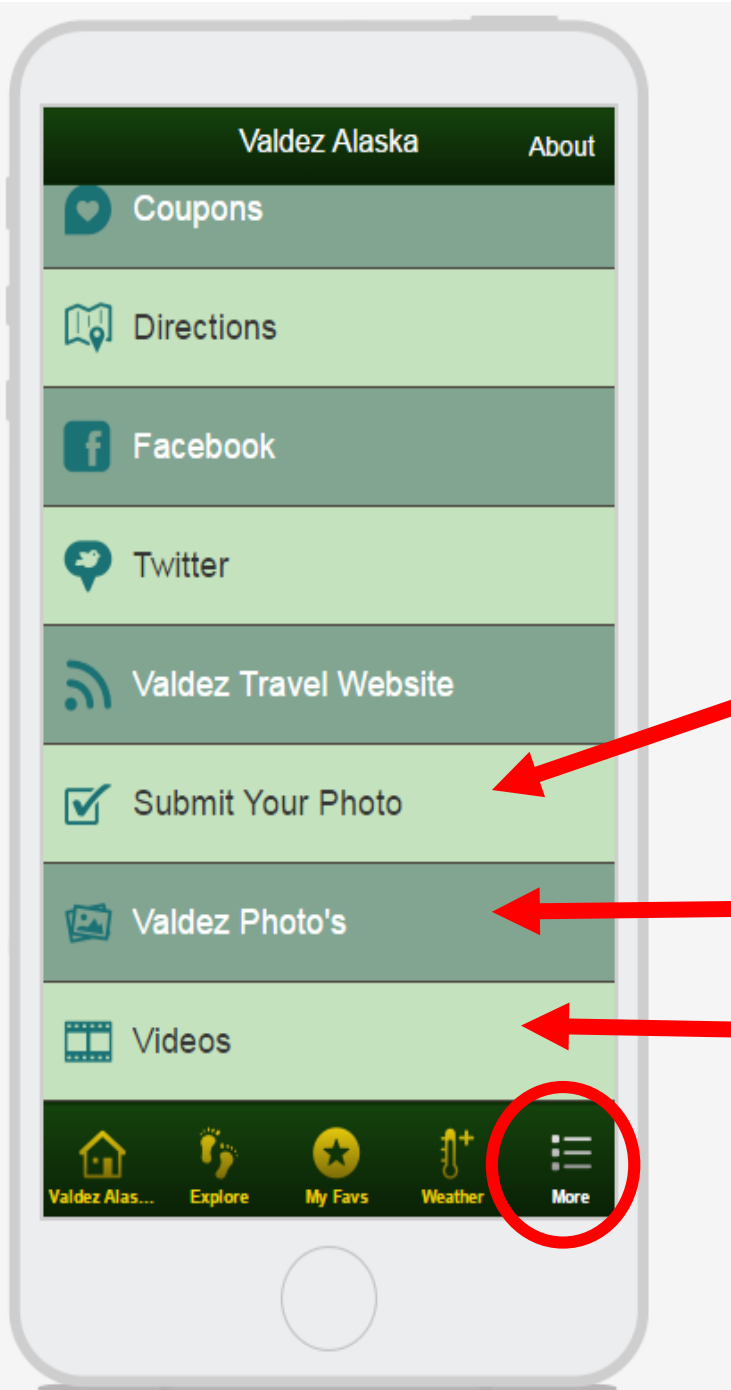
Feeds to the educational campaign site
DiscoverValdezAlaska.org





Members Coupons/special deals for travelers.

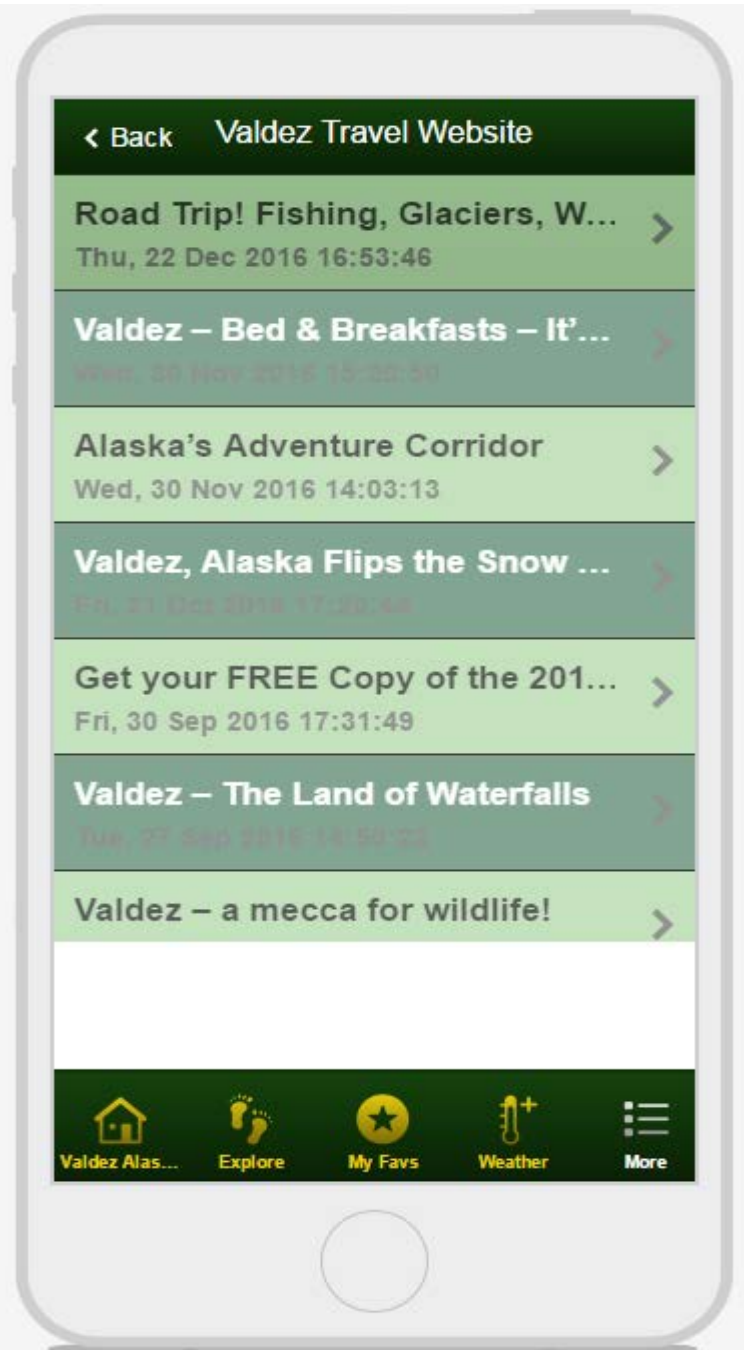




APP Users can upload/submit their photo's and we add them to the Valdez Photo's area below, with Photo Credit

Valdez photo's added by Visitors through submission or uploaded by the VCVB

VCVB Videos



Stories, call to action and lead generation
DiscoverValdezAlaska.org

Discover Valdez, Alaska

Even Mother Nature Has Favorites!

Charter Services

Eagle Feeding

Flight-seeing Tours

Glacier & Wildlife Cruises

Hiking Trails

Kayaking

Photography Tours

Sport Fishing



Valdez – Bed & Breakfasts – It’s Social.

Here are a few tips, and you can book directly with the Hosts below. Go ahead

SEE MORE



Alaska’s Adventure Corridor

Drive: Proclaimed as one of “America’s Most Scenic Roads” and known to Alaskans as the “Adventure Corridor.”



Valdez, Alaska Flips the Snow Switch!

Valdez and the surrounding Chugach Mountains creates a perfect landscape

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VALDEZ ALASKA



ADDRESS

309 Fairbanks Dr
Valdez
99686



directions

PHONE NUMBER

(907) 835-2984



call now

WEBSITE

www.valdezalaska.org



go online

EMAIL



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About

www.valdezalaska.org

go online

EMAIL

info@valdezalaska.org



send mail

DESCRIPTION

Even mother nature has favorites!



OPENING TIMES

Monday	08:00 - 17:00
Tuesday	08:00 - 17:00
Wednesday	08:00 - 17:00
Thursday	08:00 - 17:00
Friday	08:00 - 17:00
Saturday	Closed
Sunday	Closed

Google



Valdez Alas...



Explore



My Favs



Weather



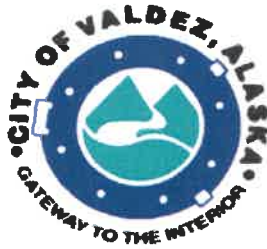
More



THANK YOU!

QUESTIONS?

PHOTOGRAPHS USED FOR THIS PRESENTATION DESIGN WERE FROM
ALASKA PHOTOGRAPHY CO.& GARY MINISH PHOTOGRAPHY
LOCAL VALDEZ BUSINESS MEMBERS OF THE VCVB.



RECEIVED

FEB 21 2017

CITY OF VALDEZ

APPLICATION FOR APPOINTMENT TO BOARD OR COMMISSION

BOARD/COMMISSION Prince William Sound Regional Citizens Advisory Council

DATE February 21, 2017

NAME Amanda Bauer

RESIDENCE ADDRESS 491 Clark Street, Valdez, AK 99686

MAILING ADDRESS P.O. Box 2953, Valdez, AK 99686

TELEPHONE NUMBER Daytime 907-831-0403 Evening 907-831-0403

OCCUPATION Vessel Captain EMPLOYER Stan Stephens Cruises

Please check the main reason(s) for applying for appointment to this board/commission:

- ☒ I have expertise that I want to contribute.
☒ I am interested in the activities the board/commission handles.
☐ I want to participate in local government.
☐ I am strongly concerned with better government.
☒ I want to make sure my segment of the community is represented.
Other: _____

Please explain in greater detail those items you have checked: See attached letter

It is suggested you attach an outline of your education, work and volunteer experience.

How did you learn of this vacancy? (circle one)

Media Word of mouth Solicitation Other Current Term Exp.

Amanda Bauer
Signature

*** Please return this form to the Office of the City Clerk, P.O. Box 307, Valdez, AK 99686 ***

February 21, 2017

TO: Mayor Knight 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 Knight and Council Members,

At the upcoming PWSRCAC Board meeting in May of 2017, 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.

In the last 2 years I have attended all six Board meetings in Valdez, Kodiak, Cordova and Anchorage. I have also served as the Board President for the last 2 years as well. All told, I have served on the board for 5 consecutive years, the last 4 as President. I currently serve on the Executive Committee, the Finance Committee, the Terminal Operations & Environmental Monitoring Committee, the Port Operations & Vessel Traffic Systems Committee, the Valdez Marine Terminal Oil Discharge Prevention and Contingency Plan Review team and the Long-Range Planning Committee.

PWSRCAC works on many projects; however the most important we are involved in today is the transition from Crowley Marine Services to Edison Chouest Offshore. Having started working on the transition with PWSRAC, I would really like the opportunity to see it through the next two years.

I have found that serving on the PWSRCAC Board of Directors is more interactive and demands more time than any other I have sat on. It is very rewarding to be a part of such a process. I would really appreciate the opportunity to continue to work on the projects I am now part of and hopefully participate in new ones in the future.

Thank you for considering me as a representative,



Amanda Bauer

Amanda Bauer

P.O. Box 2953 Valdez, Alaska 99686

Phone: (907) 831-0403 E-Mail: amanda@stephenscruises.com

Objective

Letter of Intent to Renew Appointment to the Prince William Sound Regional Citizens' Advisory Council (PWSRCAC) Board of Directors Representing the City of Valdez.

Experience

Exxon Valdez Oil Spill Public Advisory Committee September 2008 - Current

I have been an active member of the EVOSPAC representing Commercial Tourism since 2008.

Vessel Captain, Stan Stephens Cruises May 1995 - Current

I have been employed by Stan Stephens Cruises in Valdez, Alaska for 22 years. We operate glacier and wildlife cruises in the summer months in Prince William Sound, Alaska.

Prince William Sound Regional Citizens' Advisory Council May 2011 - Current

I represent the City of Valdez, Alaska on the Board of Directors for the Prince William Sound Regional Citizens Advisory Council (PWSRCAC). I have been the Board President since May of 2013. The creation of the PWSRCAC was mandated by the US Congress in the Oil Pollution Act of 1990 following the grounding of the T/V Exxon Valdez. The PWSRCAC mission is: citizens promoting environmentally safe operation of the Alyeska Pipeline marine terminal in Valdez and the oil tankers that use it.

Prince William Sound Aquaculture Corporation February 2010 – Current

I represent the City of Valdez on the Board of Directors for the Prince William Sound Aquaculture Corporation (PWSAC). PWSAC is a non-profit corporation founded in 1974 by a local fisherman's organization to optimize Alaska's wild salmon resources. PWSAC operates five salmon hatcheries for commercial, sport, personal use and subsistence fisheries in Prince William Sound and Copper River regions.

Valdez Marine Safety Committee April 2010 – Present

The Valdez Marine Safety Committee (VMSC) is a forum for planning, assessing and communicating operational measures that promote safe and efficient use of Prince William Sound and the Port of Valdez. The VMSC is chaired by the United States Coast Guard and is comprised of representatives from all industries in Prince William Sound.

Economic Diversification Commission, City of Valdez September 2014 – September 2016

I represented fishing, both recreational and commercial, on the Economic Diversification Commission, which is a seven-member advisory commission to the City Council on issues and activities related to economic development and diversification in Valdez. During my term I served as Chair of the commission.

Education

Prince William Sound Community College

August 1995 – May 1997

I attended Prince William Sound Community College and was a member of Phi Theta Kappa.

Skills

Having worked for Stan Stephens Cruises for 22 years, I have become very knowledgeable in regard to commercial tourism, not only in Prince William Sound, but statewide as well. I am a frequent visitor to and have worked with other tourism operators in the communities of Cordova, Whittier, Tatitlek and Seward Alaska, all areas affected by the Exxon Valdez Oil Spill. I spend 100 days a year in the exact waters where the T/V Exxon Valdez ran aground and know the area and ecosystem intimately.

My position on the Prince William Sound Regional Citizens' Advisory Council requires review and revisions of technical and scientific reports, as well as developing the programs to produce those reports.

My representation on the Prince William Sound Aquaculture Corporation has given me knowledge of the commercial fishery in Prince William Sound, which was negatively affected by the Exxon Valdez Oil Spill.



THE STATE
of **ALASKA**
GOVERNOR BILL WALKER

Department of Commerce, Community,
and Economic Development

ALCOHOL & MARIJUANA CONTROL OFFICE

550 West 7th Avenue, Suite 1600

Anchorage, AK 99501

Main: 907.269.0350

March 14, 2017

City of Valdez

Attn: Sheri Pierce, MMC

Via Email: spierce@ci.valdez.ak.us

Re: Notice of 2017/2018 Liquor License Renewal Application

License Type:	Package Store	License Number:	2912
Licensee:	Safeway, Inc.		
Doing Business As:	Oaken Keg #1833		

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

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

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

Sincerely,

A handwritten signature in blue ink, appearing to read "Jedediah Smith".

Jedediah Smith, Local Government Specialist
amco.localgovernmentonly@alaska.gov



THE STATE
of **ALASKA**
GOVERNOR BILL WALKER

Department of Commerce, Community,
and Economic Development

ALCOHOL & MARIJUANA CONTROL OFFICE

550 West 7th Avenue, Suite 1600

Anchorage, AK 99501

Main: 907.269.0350

February 27, 2017

City of Valdez

Attn: Sheri Pierce, MMC

Via Email: spierce@ci.valdez.ak.us

Re: Notice of 2017/2018 Liquor License Renewal Application

License Type:	Club	License Number:	369
Licensee:	Valdez BPO Elks Lodge #2537		
Doing Business As:	BPO Elks Lodge #2537		

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

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

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Sincerely,

A handwritten signature in blue ink, appearing to read "Jedediah Smith".

Jedediah Smith, Local Government Specialist

amco.localgovernmentonly@alaska.gov



PROCLAMATION

WHEREAS, in the early evening hours of Friday, March 27, 1964, the original Valdez townsite, home to about 800 persons was jolted, along with most of southcentral Alaska, by one of the most forceful earthquakes of this century; and,

WHEREAS, the earthquake—which lasted 5.5 minutes and measured 9.2 on the Richter scale—triggered submarine landslides causing substantial water disturbance in Port Valdez, inundating the community and destroying the City dock in Valdez, at which the Alaska Steamship Company vessel “Chena” was moored, unloading cargoes; and,

WHEREAS, the lives of 31 Valdezeans in the boat harbor or standing on the dock were taken when that structure collapsed and disappeared under the waters of Port Valdez; and,

WHEREAS, thereafter, either as a direct or indirect result of this natural disaster, a total of 38 persons lost their lives in Valdez, including the four-member crew of an Alaska Air National Guard airplane; and,

WHEREAS, the original Valdez townsite was subsequently condemned as unsuitable for continued use and the remaining residents of Valdez came together with assistance from local, state, and federal public officials to create a new townsite; and,

WHEREAS, the people of Chitina, Copper Center, Glennallen, Fairbanks and other Alaska communities responded immediately to the needs of Valdez in the highest tradition of compassion; and,

WHEREAS, in the intervening 53 years, the families and friends of those who perished have borne their sorrow quietly and with diminishing public awareness of their personal tragedies.

NOW, THEREFORE, I, Ruth E. Knight, Mayor of the City of Valdez, do hereby proclaim Monday, March 27, 2017 as

EARTHQUAKE MEMORIAL REMEMBRANCE DAY

and urge citizens to pause and remember those former Valdezeans who lost their lives during the 1964 earthquake.

CITY OF VALDEZ, ALASKA

Ruth E. Knight, Mayor

ATTEST:

Sheri L. Pierce, MMC, City Clerk

Summary of Proposals Received				Project: Maintenance of Turf and Landscape Re-Bid											
Bid Opening				Contract No. N/A											
Date:	3/9/2017			Project No. 1259											
Place:	Capital Facilities Conference Room			Wolverine Supply Inc.		G & S Management Service LLC		Environmental Remedies LLC		American Landscaping		Prosser-Dagg Construction CO LLC		X-DLX Investments Inc	
Bid Item	Description	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
Bid Schedule - A: Spring Clean Up of Turf and Landscape															
1	Civic Center (Approximately 0.33 acres)	1	LS	N/A	\$200.00	N/A	\$202.82	N/A	\$4,000.00	N/A	\$350.00	N/A	\$3,500.00	N/A	\$256.00
2	Ruth Pond (Approximately 1.54 acres)	1	LS	N/A	\$250.00	N/A	\$946.47	N/A	\$5,000.00	N/A	\$1,550.00	N/A	\$2,500.00	N/A	\$1,200.00
3	City Hall (Approximately 0.65 acres)	1	LS	N/A	\$330.00	N/A	\$399.49	N/A	\$4,000.00	N/A	\$400.00	N/A	\$2,500.00	N/A	\$480.00
4	Consortium Library (Approximately 0.29 acres)	1	LS	N/A	\$330.00	N/A	\$178.23	N/A	\$2,000.00	N/A	\$275.00	N/A	\$2,000.00	N/A	\$230.00
5	Valdez Museum on Egan (Approximately 0.58 acres)	1	LS	N/A	\$350.00	N/A	\$356.46	N/A	\$4,000.00	N/A	\$500.00	N/A	\$2,000.00	N/A	\$450.00
6	Barney Meyring Parkstrip North & South (Approximately 15.27 acres)	1	LS	N/A	\$3,100.00	N/A	\$9,384.85	N/A	\$20,000.00	N/A	\$2,135.00	N/A	\$16,000.00	N/A	\$10,800.00
7	Black Gold Parkstrip (Approximately 5.98 acres)	1	LS	N/A	\$2,100.00	N/A	\$3,675.27	N/A	\$10,000.00	N/A	\$1,050.00	N/A	\$7,500.00	N/A	\$4,200.00
8	Teen/Recreation Center (Approximately 0.61 acres)	1	LS	N/A	\$400.00	N/A	\$374.90	N/A	\$4,000.00	N/A	\$265.00	N/A	\$2,000.00	N/A	\$450.00
9	Gold Fields Complex (Approximately 5.1 acres)	1	LS	N/A	\$1,550.00	N/A	\$3,134.43	N/A	\$5,000.00	N/A	\$400.00	N/A	\$4,000.00	N/A	\$3,600.00
10	Senior League Field at Airport Park (Approximately 2.58 Acres)	1	LS	N/A	\$1,250.00	N/A	\$1,585.65	N/A	\$4,000.00	N/A	\$310.00	N/A	\$2,000.00	N/A	\$1,800.00
11	Valdez Memorial Cemetery (Approximately 3.5 acres)	1	LS	N/A	\$650.00	N/A	\$2,151.08	N/A	\$7,000.00	N/A	\$1,600.00	N/A	\$5,000.00	N/A	\$2,500.00
12	Senior Center (Approximately 1.23 acres)	1	LS	N/A	\$800.00	N/A	\$755.95	N/A	\$4,000.00	N/A	\$330.00	N/A	\$3,000.00	N/A	\$900.00
13	Robe River Park (Approximately 0.40 acres)	1	LS	N/A	\$1,050.00	N/A	\$245.84	N/A	\$2,000.00	N/A	\$225.00	N/A	\$1,500.00	N/A	\$300.00
14	T-Ball Field to paved path (Approximately 0.94 acres)	1	LS	N/A	\$750.00	N/A	\$577.72	N/A	\$2,000.00	N/A	\$225.00	N/A	\$1,500.00	N/A	\$700.00
15	North Harbor Drive Plazas (Approximately 0.05 acres)	1	LS	N/A	\$320.00	N/A	\$30.73	N/A	\$500.00	N/A	\$75.00	N/A	\$1,500.00	N/A	\$70.00
16	Kelsey Dock Uplands (Approximately 0.57 acres)	1	LS	N/A	\$1,600.00	N/A	\$350.32	N/A	\$3,000.00	N/A	\$270.00	N/A	\$3,000.00	N/A	\$400.00

Summary of Proposals Received				Project: Maintenance of Turf and Landscape Re-Bid											
	Bid Opening			Contract No. N/A											
Date:	3/9/2017			Project No. 1259											
Place:	Captial Facilities Conference Room			Wolverine Supply Inc.		G & S Management Service LLC		Environmental Remedies LLC		American Landscaping		Prosser-Dagg Construction CO LLC		X-DLX Investments Inc	
Bid Item	Description	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
17	Kayak Launch (Approximately 0.007 acres)	1	LS	N/A	\$350.00	N/A	\$4.50	N/A	\$250.00	N/A	\$72.00	N/A	\$500.00	N/A	\$50.00
18	Dog Park and surrounding green space (Approximately 2.3 acres)	1	LS	N/A	\$3,100.00	N/A	\$1,413.57	N/A	\$2,000.00	N/A	\$270.00	N/A	\$5,000.00	N/A	\$1,600.00
19	Pioneer Cemetery (Approximately 0.57 acres)	1	LS	N/A	\$1,100.00	N/A	\$350.32	N/A	\$2,000.00	N/A	\$565.00	N/A	\$2,500.00	N/A	\$500.00
20	Corbin Creek Playground (Approximately 0.14 acres)	1	LS	N/A	\$350.00	N/A	\$86.04	N/A	\$500.00	N/A	\$135.00	N/A	\$1,000.00	N/A	\$150.00
21	Alpine Woods Park (Approximately 1.05 acres)	1	LS	N/A	\$550.00	N/A	\$645.32	N/A	\$3,000.00	N/A	\$225.00	N/A	\$1,500.00	N/A	\$800.00
22	Veterans' Memorial (Approximately 0.2 acres)	1	LS	N/A	\$550.00	N/A	\$122.92	N/A	\$250.00	N/A	\$225.00	N/A	\$1,200.00	N/A	\$200.00
	Total of Bid Schedule - A				\$21,030.00		\$26,972.88		\$88,500.00		\$11,452.00		\$71,200.00		\$31,636.00
Bid Schedule - B: Mowing and Trimming of Turf and Landscape															
1	Civic Center (Approximately 0.33 acres)	22	ea	\$220.00	\$4,840.00	\$116.67	\$2,566.74	\$150.00	\$3,300.00	\$215.00	\$4,730.00	\$400.00	\$8,800.00	\$60.00	\$1,320.00
2	Ruth Pond (Approximately 1.54 acres)	22	ea	\$350.00	\$7,700.00	\$211.14	\$4,645.08	\$150.00	\$3,300.00	\$995.00	\$21,890.00	\$525.00	\$11,550.00	\$170.00	\$3,740.00
3	City Hall (Approximately 0.65 acres)	22	EA	\$140.00	\$3,080.00	\$141.66	\$3,116.52	\$100.00	\$2,200.00	\$255.00	\$5,610.00	\$350.00	\$7,700.00	\$90.00	\$1,980.00
4	Consortium Library (Approximately 0.29 acres)	22	ea	\$115.00	\$2,530.00	\$113.55	\$2,498.10	\$50.00	\$1,100.00	\$170.00	\$3,740.00	\$350.00	\$7,700.00	\$75.00	\$1,650.00
5	Valdez Museum on Egan (Approximately 0.58 acres)	22	ea	\$130.00	\$2,860.00	\$136.19	\$2,996.18	\$100.00	\$2,200.00	\$170.00	\$3,740.00	\$350.00	\$7,700.00	\$80.00	\$1,760.00
6	Barney Meyring Parkstrip North & South (Approximately 15.27 acres)	18	ea	\$750.00	\$13,500.00	\$1,192.19	\$21,459.42	\$300.00	\$5,400.00	\$1,360.00	\$24,480.00	\$700.00	\$12,600.00	\$980.00	\$17,640.00
7	Black Gold Parkstrip (Approximately 5.98 acres)	18	ea	\$330.00	\$5,940.00	\$557.79	\$10,040.22	\$200.00	\$3,600.00	\$680.00	\$12,240.00	\$350.00	\$6,300.00	\$550.00	\$9,900.00
8	Teen/Recreation Center (Approximately 0.61 acres)	22	ea	\$140.00	\$3,080.00	\$47.63	\$1,047.86	\$100.00	\$2,200.00	\$170.00	\$3,740.00	\$200.00	\$4,400.00	\$100.00	\$2,200.00

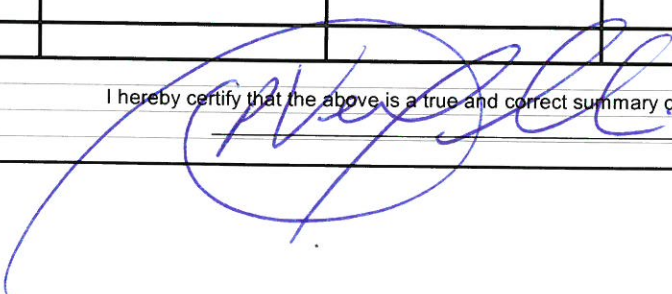
Summary of Proposals Received				Project: Maintenance of Turf and Landscape Re-Bid											
	Bid Opening			Contract No. N/A											
Date:	3/9/2017			Project No. 1259											
Place:	Captial Facilities Conference Room			Wolverine Supply Inc.		G & S Management Service LLC		Environmental Remedies LLC		American Landscaping		Prosser-Dagg Construction CO LLC		X-DLX Investments Inc	
Bid Item	Description	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
9	Gold Fields Complex (Approximately 5.1 acres)	18	ea	\$320.00	\$5,760.00	\$489.09	\$8,803.62	\$250.00	\$4,500.00	\$255.00	\$4,590.00	\$450.00	\$8,100.00	\$540.00	\$9,720.00
10	Senior League Field at Airport Park (Approximately 2.58 Acres)	18	ea	\$300.00	\$5,400.00	\$292.34	\$5,262.12	\$150.00	\$2,700.00	\$195.00	\$3,510.00	\$300.00	\$5,400.00	\$340.00	\$6,120.00
11	Valdez Memorial Cemetery (Approximately 3.5 acres)	14	ea	\$475.00	\$6,650.00	\$273.26	\$3,825.64	\$100.00	\$1,400.00	\$1,020.00	\$14,280.00	\$750.00	\$10,500.00	\$390.00	\$5,460.00
12	Senior Center (Approximately 1.23 acres)	20	ea	\$220.00	\$4,400.00	\$186.94	\$3,738.80	\$150.00	\$3,000.00	\$210.00	\$4,200.00	\$300.00	\$6,000.00	\$120.00	\$2,400.00
13	Robe River Park (Approximately 0.40 acres)	14	ea	\$170.00	\$2,380.00	\$122.14	\$1,709.96	\$50.00	\$700.00	\$145.00	\$2,030.00	\$200.00	\$2,800.00	\$125.00	\$1,750.00
14	T-Ball Field to paved path (Approximately 0.94 acres)	3	ea	\$200.00	\$600.00	\$164.30	\$492.90	\$50.00	\$150.00	\$145.00	\$435.00	\$200.00	\$600.00	\$140.00	\$420.00
15	North Harbor Drive Plazas (Approximately 0.05 acres)	18	ea	\$70.00	\$1,260.00	\$94.81	\$1,706.58	\$50.00	\$900.00	\$85.00	\$1,530.00	\$200.00	\$3,600.00	\$50.00	\$900.00
16	Kelsey Dock Uplands (Approximately 0.57 acres)	22	ea	\$210.00	\$4,620.00	\$135.41	\$2,979.02	\$100.00	\$2,200.00	\$170.00	\$3,740.00	\$200.00	\$4,400.00	\$90.00	\$1,980.00
17	Kayak Launch (Approximately 0.007 acres)	6	ea	\$50.00	\$300.00	\$91.46	\$548.76	\$50.00	\$300.00	\$90.00	\$540.00	\$125.00	\$750.00	\$55.00	\$330.00
18	Dog Park and surrounding green space (Approximately 2.3 acres)	8	ea	\$450.00	\$3,600.00	\$270.48	\$2,163.84	\$100.00	\$800.00	\$170.00	\$1,360.00	\$650.00	\$5,200.00	\$320.00	\$2,560.00
19	Pioneer Cemetery (Approximately 0.57 acres)	8	ea	\$250.00	\$2,000.00	\$135.41	\$1,083.28	\$75.00	\$600.00	\$360.00	\$2,880.00	\$300.00	\$2,400.00	\$225.00	\$1,800.00
20	Corbin Creek Playground (Approximately 0.14 acres)	6	ea	\$170.00	\$1,020.00	\$90.91	\$545.46	\$50.00	\$300.00	\$85.00	\$510.00	\$225.00	\$1,350.00	\$110.00	\$660.00
21	Alpine Woods Park (Approximately 1.05 acres)	6	ea	\$300.00	\$1,800.00	\$172.89	\$1,037.34	\$100.00	\$600.00	\$110.00	\$660.00	\$500.00	\$3,000.00	\$180.00	\$1,080.00
22	Veterans' Memorial (Approximately 0.2 acres)	8	ea	\$100.00	\$800.00	\$91.16	\$729.28	\$50.00	\$400.00	\$110.00	\$880.00	\$150.00	\$1,200.00	\$80.00	\$640.00
	Total of Bid Schedule - B				\$84,120.00		\$82,996.72		\$41,850.00		\$121,315.00		\$122,050.00		\$76,010.00
Bid Schedule - C: Fertilizing of Turf and Landscape															

Summary of Proposals Received				Project: Maintenance of Turf and Landscape Re-Bid											
	Bid Opening			Contract No. N/A											
Date:	3/9/2017			Project No. 1259											
Place:	Captial Facilities Conference Room			Wolverine Supply Inc.		G & S Management Service LLC		Environmental Remedies LLC		American Landscaping		Prosser-Dagg Construction CO LLC		X-DLX Investments Inc	
Bid Item	Description	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Civic Center (Approximately 0.33 acres)	3	ea	\$70.00	\$210.00	\$20.28	\$60.84	\$100.00	\$300.00	\$65.00	\$195.00	\$400.00	\$1,200.00	\$50.00	\$150.00
2	Ruth Pond (Approximately 1.54 acres)	3	ea	\$120.00	\$360.00	\$94.65	\$283.95	\$200.00	\$600.00	\$130.00	\$390.00	\$400.00	\$1,200.00	\$100.00	\$300.00
3	City Hall (Approximately 0.65 acres)	3	ea	\$70.00	\$210.00	\$39.95	\$119.85	\$100.00	\$300.00	\$80.00	\$240.00	\$400.00	\$1,200.00	\$60.00	\$180.00
4	Consortium Library (Approximately 0.29 acres)	3	ea	\$60.00	\$180.00	\$17.82	\$53.46	\$100.00	\$300.00	\$65.00	\$195.00	\$400.00	\$1,200.00	\$40.00	\$120.00
5	Valdez Museum on Egan (Approximately 0.58 acres)	3	ea	\$60.00	\$180.00	\$35.65	\$106.95	\$100.00	\$300.00	\$50.00	\$150.00	\$400.00	\$1,200.00	\$30.00	\$90.00
6	Barney Meyring Parkstrip North & South (Approximately 15.27 acres)	3	ea	\$800.00	\$2,400.00	\$938.48	\$2,815.44	\$500.00	\$1,500.00	\$1,350.00	\$4,050.00	\$1,700.00	\$5,100.00	\$800.00	\$2,400.00
7	Black Gold Parkstrip (Approximately 5.98 acres)	3	ea	\$300.00	\$900.00	\$367.53	\$1,102.59	\$300.00	\$900.00	\$520.00	\$1,560.00	\$800.00	\$2,400.00	\$300.00	\$900.00
8	Teen/Recreation Center (Approximately 0.61 acres)	3	ea	\$70.00	\$210.00	\$37.49	\$112.47	\$100.00	\$300.00	\$50.00	\$150.00	\$300.00	\$900.00	\$60.00	\$180.00
9	Gold Fields Complex (Approximately 5.1 acres)	3	ea	\$300.00	\$900.00	\$313.44	\$940.32	\$300.00	\$900.00	\$275.00	\$825.00	\$600.00	\$1,800.00	\$300.00	\$900.00
10	Senior League Field at Airport Park (Approximately 2.58 Acres)	3	ea	\$575.00	\$1,725.00	\$158.57	\$475.71	\$200.00	\$600.00	\$225.00	\$675.00	\$400.00	\$1,200.00	\$200.00	\$600.00
11	Valdez Memorial Cemetery (Approximately 3.5 acres)	3	ea	\$120.00	\$360.00	\$215.11	\$645.33	\$100.00	\$300.00	\$310.00	\$930.00	\$500.00	\$1,500.00	\$250.00	\$750.00
12	Senior Center (Approximately 1.23 acres)	3	ea	\$100.00	\$300.00	\$75.60	\$226.80	\$100.00	\$300.00	\$110.00	\$330.00	\$400.00	\$1,200.00	\$100.00	\$300.00
14	T-Ball Field to paved path (Approximately 0.94 acres)	3	ea	\$115.00	\$345.00	\$57.77	\$173.31	\$1.00	\$3.00	\$85.00	\$255.00	\$200.00	\$600.00	\$90.00	\$270.00
15	North Harbor Drive Plazas (Approximately 0.05 acres)	3	ea	\$30.00	\$90.00	\$3.07	\$9.21	\$50.00	\$150.00	\$65.00	\$195.00	\$200.00	\$600.00	\$30.00	\$90.00
16	Kelsey Dock Uplands (Approximately 0.57 acres)	3	ea	\$115.00	\$345.00	\$35.03	\$105.09	\$100.00	\$300.00	\$50.00	\$150.00	\$400.00	\$1,200.00	\$60.00	\$180.00
21	Veterans' Memorial (Approximately 0.2 acres)	3	ea	\$60.00	\$180.00	\$12.29	\$36.87	\$49.00	\$147.00	\$95.00	\$285.00	\$200.00	\$600.00	\$130.00	\$390.00

Summary of Proposals Received				Project: Maintenance of Turf and Landscape Re-Bid											
	Bid Opening			Contract No. N/A											
Date:	3/9/2017			Project No. 1259											
Place:	Captial Facilities Conference Room			Wolverine Supply Inc.		G & S Management Service LLC		Environmental Remedies LLC		American Landscaping		Prosser-Dagg Construction CO LLC		X-DLX Investments Inc	
Bid Item	Description	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
	Total of Bid Schedule - C				\$8,895.00		\$7,268.19		\$7,200.00		\$10,575.00		\$23,100.00		\$7,800.00
Bid Schedule - D: Watering of Turf and Landscape															
1	Civic Center (Approximately 0.33 acres)	3	ea	\$200.00	\$600.00	\$50.00	\$150.00	\$10.00	\$30.00	\$165.00	\$495.00	\$270.00	\$810.00	\$50.00	\$150.00
2	Ruth Pond (Approximately 1.54 acres)	3	ea	\$300.00	\$900.00	\$75.00	\$225.00	\$50.00	\$150.00	\$760.00	\$2,280.00	\$625.00	\$1,875.00	\$80.00	\$240.00
3	City Hall (Approximately 0.65 acres)	3	ea	\$95.00	\$285.00	\$50.00	\$150.00	\$10.00	\$30.00	\$195.00	\$585.00	\$400.00	\$1,200.00	\$45.00	\$135.00
4	Consortium Library (Approximately 0.29 acres)	3	ea	\$95.00	\$285.00	\$50.00	\$150.00	\$10.00	\$30.00	\$130.00	\$390.00	\$270.00	\$810.00	\$45.00	\$135.00
5	Valdez Museum on Egan (Approximately 0.58 acres)	3	ea	\$115.00	\$345.00	\$70.00	\$210.00	\$10.00	\$30.00	\$130.00	\$390.00	\$400.00	\$1,200.00	\$40.00	\$120.00
6	Barney Meyring Parkstrip North & South (Approximately 15.27 acres)	3	ea	\$875.00	\$2,625.00	\$400.00	\$1,200.00	\$50.00	\$150.00	\$1,040.00	\$3,120.00	\$1,800.00	\$5,400.00	\$220.00	\$660.00
7	Black Gold Parkstrip (Approximately 5.98 acres)	3	ea	\$480.00	\$1,440.00	\$250.00	\$750.00	\$50.00	\$150.00	\$520.00	\$1,560.00	\$900.00	\$2,700.00	\$220.00	\$660.00
8	Teen/Recreation Center (Approximately 0.61 acres)	3	ea	\$100.00	\$300.00	\$50.00	\$150.00	\$10.00	\$30.00	\$130.00	\$390.00	\$200.00	\$600.00	\$75.00	\$225.00
9	Gold Fields Complex (Approximately 5.1 acres)	3	ea	\$460.00	\$1,380.00	\$250.00	\$750.00	\$50.00	\$150.00	\$195.00	\$585.00	\$625.00	\$1,875.00	\$240.00	\$720.00
10	Senior League Field at Airport Park (Approximately 2.58 Acres)	3	ea	\$300.00	\$900.00	\$175.00	\$525.00	\$50.00	\$150.00	\$150.00	\$450.00	\$400.00	\$1,200.00	\$240.00	\$720.00
12	Senior Center (Approximately 1.23 acres)	3	ea	\$175.00	\$525.00	\$100.00	\$300.00	\$10.00	\$30.00	\$160.00	\$480.00	\$400.00	\$1,200.00	\$70.00	\$210.00
13	Robe River Park (Approximately 0.40 acres)	3	ea	\$135.00	\$405.00	\$50.00	\$150.00	\$10.00	\$30.00	\$110.00	\$330.00	\$400.00	\$1,200.00	\$100.00	\$300.00
15	North Harbor Drive Plazas (Approximately 0.05 acres)	3	ea	\$40.00	\$120.00	\$50.00	\$150.00	\$10.00	\$30.00	\$65.00	\$195.00	\$200.00	\$600.00	\$20.00	\$60.00
16	Kelsey Dock Uplands (Approximately 0.57 acres)	3	ea	\$200.00	\$600.00	\$50.00	\$150.00	\$10.00	\$30.00	\$130.00	\$390.00	\$400.00	\$1,200.00	\$60.00	\$180.00

Summary of Proposals Received				Project: Maintenance of Turf and Landscape Re-Bid											
	Bid Opening			Contract No. N/A											
Date:	3/9/2017			Project No. 1259											
Place:	Captial Facilities Conference Room			Wolverine Supply Inc.		G & S Management Service LLC		Environmental Remedies LLC		American Landscaping		Prosser-Dagg Construction CO LLC		X-DLX Investments Inc	
Bid Item	Description	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
	Total of Bid Schedule - D				\$10,710.00		\$5,010.00		\$1,020.00		\$11,640.00		\$21,870.00		\$4,515.00
Bid Schedule - E: Aeration of Turf															
6	Barney Meyring Parkstrip North & South (Approximately 15.27 acres)	1	LS	N/A	\$1,150.00	N/A	\$20.00	N/A	\$400.00	N/A	\$3,500.00	N/A	\$2,300.00	N/A	\$1,420.00
7	Black Gold Parkstrip (Approximately 5.98 acres)	1	LS	N/A	\$350.00	N/A	\$40.00	N/A	\$200.00	N/A	\$1,575.00	N/A	\$1,100.00	N/A	\$670.00
9	Gold Fields Complex (Approximately 5.1 acres)	1	LS	N/A	\$350.00	N/A	\$40.00	N/A	\$200.00	N/A	\$600.00	N/A	\$900.00	N/A	\$640.00
10	Senior League Field at Airport Park (Approximately 2.58 Acres)	1	LS	N/A	\$300.00	N/A	\$20.00	N/A	\$200.00	N/A	\$450.00	N/A	\$600.00	N/A	\$320.00
	Total of Bid Schedule - E				\$2,150.00		\$120.00		\$1,000.00		\$6,125.00		\$4,900.00		\$3,050.00
Bid Schedule - F: Herbicide Application on Fencelines, Sign posts, Field and Walkways															
1	Civic Center (approx 40 sq ft under picnic shelters)	1	ea	\$120.00	\$120.00	\$50.00	\$50.00	\$120.00	\$120.00	\$95.00	\$95.00	\$400.00	\$400.00	\$50.00	\$50.00
6	Barney Meyring Parkstrip North & South (fence lines)	2	ea	\$280.00	\$560.00	\$100.00	\$200.00	\$25.00	\$50.00	\$750.00	\$1,500.00	\$650.00	\$1,300.00	\$150.00	\$300.00
7	Black Gold Parkstrip (playground border)	2	ea	\$300.00	\$600.00	\$100.00	\$200.00	\$10.00	\$20.00	\$250.00	\$500.00	\$100.00	\$200.00	\$150.00	\$300.00
9	Gold Fields Complex (fence lines walkways and infields)	4	ea	\$300.00	\$1,200.00	\$100.00	\$400.00	\$100.00	\$400.00	\$45,000.00	\$180,000.00	\$900.00	\$3,600.00	\$250.00	\$1,000.00
10	Senior League Field at Airport Park (fence lines and infield)	4	ea	\$300.00	\$1,200.00	\$100.00	\$400.00	\$100.00	\$400.00	\$675.00	\$2,700.00	\$500.00	\$2,000.00	\$200.00	\$800.00
12	Senior Center (under roofline and drainage field)	2	ea	\$125.00	\$250.00	\$50.00	\$100.00	\$50.00	\$100.00	\$135.00	\$270.00	\$400.00	\$800.00	\$150.00	\$300.00
13	Robe River Park (under fence lines and gravel edges)	4	ea	\$125.00	\$500.00	\$100.00	\$400.00	\$20.00	\$80.00	\$1,080.00	\$4,320.00	\$400.00	\$1,600.00	\$150.00	\$600.00
14	T-Ball Field (fence lines and problem areas of field)	4	ea	\$225.00	\$900.00			\$25.00	\$100.00	\$415.00	\$1,660.00	\$400.00	\$1,600.00	\$150.00	\$600.00

Summary of Proposals Received				Project: Maintenance of Turf and Landscape Re-Bid											
Bid Opening				Contract No. N/A											
Date: 3/9/2017				Project No. 1259											
Place: Captial Facilities Conference Room				Wolverine Supply Inc.		G & S Management Service LLC		Environmental Remedies LLC		American Landscaping		Prosser-Dagg Construction CO LLC		X-DLX Investments Inc	
Bid Item	Description	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
19	Pioneer Cemetery (around bases of head boards)	2	ea	\$400.00	\$800.00			\$20.00	\$40.00	\$3,500.00	\$7,000.00	\$700.00	\$1,400.00	\$150.00	\$300.00
21	Alpine Woods Park (fence lines and volleyball court)	2	ea	\$200.00	\$400.00			\$20.00	\$40.00	\$850.00	\$1,700.00	\$500.00	\$1,000.00	\$150.00	\$300.00
	Total of Bid Schedule - F				\$6,530.00				\$1,350.00		\$199,745.00		\$13,900.00		\$4,550.00
	Addendum(s) Acknowledged				✓		✓		✓		✓		✓		✓
	Bid Bond				✓		✓		✓		✓		✓		✓
	Alaska Contractor License				✓		✓		✓		✓		✓		✓
	Alaska Business License				✓		✓		✓		✓		✓		✓
	Bidder's Experience Questionnaire				✓		✓		✓		✓		✓		✓
	Bidder's Equipment Questionnaire				✓		✓		✓		✓		✓		✓
	Total Bid Per Year A-F				\$133,435.00	missing page 8 of 8 of the bid schedule			\$140,920.00		\$360,852.00		\$257,020.00		\$127,561.00
	Total Bid Per Year A-F times 5				\$667,175.00				\$704,600.00		\$1,804,260.00		\$1,285,100.00		\$637,805.00
	Local bidder preference 10%														
	Total Adjusted Bid														
The bid totals are subject to correction after the bids have been completely reviewed.															
Totals have been reviewed		<input checked="" type="checkbox"/>													
Totals have been corrected		<input checked="" type="checkbox"/>													



I hereby certify that the above is a true and correct summary of proposals received.
Project Manager

Summary of Proposals Received				Project: North Tank Reservoir Re-Coating											
Bid Opening				Contract No. 1276											
Date: 3/1/2017				Project No. 16-310-2537											
Place: Capital Facilities Conference Room				Kane Inc		Coastal Services									
Bid Item	Description	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization and Demobilization	1	LS	N/A	\$76,500.00	N/A	45,000.00	N/A		N/A		N/A		N/A	
2	Access Panel, Vent Screen, and Railing Toe Plate	1	LS	N/A	\$45,000.00	N/A	60,000.00	N/A		N/A		N/A		N/A	
3	Weld Repair	200	Inch	14.85	\$2,970.00	6.00	1,200.00								
4	Weld Repair	100	Pits	82.00	\$8,200.00	105.00	10,500.00								
5	Interior Dehumidification	1	LS	N/A	\$31,500.00	N/A	40,000.00	N/A		N/A		N/A		N/A	
6	Interior Surface Preparation and Painting	1	LS	N/A	\$290,359.00	N/A	220,000.00	N/A		N/A		N/A		N/A	
AA1	Exterior Surface Preparation and Painting	1	LS	N/A	\$193,090.00	N/A	230,000.00	N/A		N/A		N/A		N/A	
	Addendum(s) Acknowledged				✓		✓								
	Bid Bond				✓		✓								
	Alaska Contractor License				✓		✓								
	Alaska Business License				✓		✓								
	Bidder Qualifications				✓		✓								
	Total Base Bid				\$454,529.00		\$376,700.00								
	Total Base Bid + AA1				\$647,619.00		\$606,700.00								
	Local bidder preference 10%				N/A		N/A								
	Total Adjusted Bid				N/A		N/A								
	The bid totals are subject to correction after the bids have been completely reviewed.														
	Totals have been reviewed			I hereby certify that the above is a true and correct summary of proposals received.											
	Totals have been corrected			Project Manager											

**CITY OF VALDEZ – NORTH TOWN TANK RE-COATING – 2017 – NEXT REVIEW OF THE TWO BIDS BY DAY
ENGINEERING – MARCH 8, 2017 - PAGE 1 OF 2**

There were two bids. Both bids met the initial responsive requirements for reading and consideration. Both bids were significantly over our \$ 435,000 budget, but our budget was established before we knew we had existing lead paint to abate. The lead paint came as a surprise. The tank was re-painted in the mid 1980's, and we thought the paint used in the mid 1980's would be low in lead content. However, we do not know if all the original paint was removed, and that may be the source of the lead that we discovered in our testing. The exterior was bid as an additive alternate, as we knew the bids would come in high after the discovery of the lead paint.

We required a minimum five years of experience, and five separate projects in recoating steel tanks at least 700,000 gallons in size to get good Contractors that had tank painting experience, but it cut the field down to two bids.

The two contractors that bid met the minimum requirements to paint the tank. If there was not lead paint involved, awarding the contract to the low bidder would make sense without further qualification. Further investigation was needed to determine the responsibility of each contractor in lead abatement. The level of safety needed for lead paint removal and environmental control is critical, especially since housing is close to the tank site. The Contractor must have a good understanding of the means and methods necessary to perform the lead paint removal and environmental control. The Contractor must have the appropriate safeguards in place. We cannot have lead contamination spread beyond the work site. We cannot afford to have inexperienced contractors with lead abatement when homes are so close. We did not ask for lead abatement experience in the bid submission. Our specifications are clear that the Contractor will deal with lead paint, and additional information was needed.

The City's specifications allow us to require additional to determine if the Contractor is responsible and has the skill and experience in performing contracts of a similar nature. Quoting from our specifications:

10. Bidder Qualifications

Before a bid is considered for award, the apparent low bidder may be requested to submit a statement of facts or proof in detail as to his previous experience in performing similar or comparable work, technical abilities, equipment, size, manpower and financial resources to complete and perform the work as outlined in the contract documents, plans and specifications.

Article 3.3 Bidder Qualifications

The Engineer may require the Bidder to submit such information as he/she may deem necessary to determine a Bidder's responsibility.

The Engineer shall determine whether a Bidder is responsible on the basis of any or all of the following criteria:

The skill and experience demonstrated by the Bidder in performing contracts of a similar nature;

**CITY OF VALDEZ – NORTH TOWN TANK RE-COATING – 2017 – NEXT REVIEW OF THE TWO BIDS BY DAY
ENGINEERING – MARCH 8, 2017 - PAGE 2 OF 2**

We requested at least three additional experience references from both Contractors showing work in a lead paint environment in the following:

1. Implementation of a Lead Compliance Plan covering worker protection, respiratory protection, medical surveillance, medical evaluation, environmental emission control, waste management, waste disposal, site specific work, certified industrial hygienist review of plan.
2. Employee training and site safety in the requirements of 29 CFR 1926.62 including lead training, medical monitoring, competent person on site, personal air monitoring, decontamination shower facilities.
3. Work area safety per 29 CFR 1926.62 with an established lead control area, area air monitoring, and dust collection that is balanced with the dehumidification equipment.
4. Qualified laboratory testing including before and after project blood testing, personal air monitoring, and area air monitoring.
5. Transportation and disposal of lead including collection of spent abrasives using a vacuum system, packaging of lead contaminated abrasive into drums or lined sacks for transport, trained labor and containers needed for transportation.
6. Anything else that the Contractors would like to point out to reference their qualifications.

Kane, Inc. provided three references complying directly with our request. Coastal Services did not submit anything. At this point, we do not know if Coastal Services has any lead abatement experience. I am nervous about awarding the contract to Coastal Services given the proximity of homes to the area. I recommend we award the contract to the second low bidder, Kane, Inc. since they have considerable lead abatement and tank painting experience.

Dean Day

Day Engineering

775-293-1743 cell

Valdez City & School District 2017-2018 Renewal

Attached please find the renewal exhibits for the 2017-2018 Plan Year.

Exhibit I A-C shows the Claims Experience in the most recent 12 months for the group combined as well as the City and the School District separately. Combined the claims are slightly higher in the most recent 12 months than the prior 12 months with the overall claims cost for Medical and RX increasing from \$1195 PEPM to \$1360.30 PEPM. Dental claims also went up from \$ \$108.69 PEPM to 120.00. Vision Claims decreased slightly from \$44.48 PEPM to \$39.65 PEPM. This is to be expected with a slight increase in population from an average of 218 to 221 employees.

Even with the increase in claims the group's overall loss ratio is 72% of Expected Costs and 58% of Maximum Costs in the first 10 months of the plan year. There are currently 4 claims which have exceeded \$62,500 or 50% of the Specific Deductible and no claims have exceeded the Individual Stop Loss Deductible of \$125,000.

Group	Status	Total Paid	Over Stop Loss
127	Complete	\$94,531.57	\$0.00
127	Slowing	\$113,160.88	\$0.00
127	Ongoing	\$63,764.93	\$0.00
27	Ongoing	\$70,987.84	\$0.00
	Totals	\$342,445.22	\$0.00

With this combination of low claims over the past 2 years we were able to negotiate very favorable renewal rates with the Stop Loss Carrier, HCC Life,

HCC Life came down to a 2.53% overall increase as shown in **Exhibits II A&B**.

The Specific Stop Loss Premium is only increased by 6.4% from \$244.09 to \$259.71 for an increase of \$15.62 PEPM. This increase is well below the current trend rates of 12% to 15%.

The Aggregate premium was originally quoted with a 9.38% increase which we were able to negotiate down to a 4.8% increase or \$0.37 PEPM.

By leveraging the past history of the group we were able to keep the claim factor increase at a minimal 1.7% or 34.77 PEPM.

The only additional increases are reflected in the administrative costs.

- ✓ BridgeHealth has increased their administrative fee from \$.05 PEPM to \$1.50 PEPM.
- ✓ The City of Valdez has stepped up their wellness plan from Jog to Run, for an additional \$1.65 PEPM.

Based on this we have spread the renewal offer at \$125,000 Specific Stop Loss Deductible for the experience of both the City and the School District.

The final rates for the City are \$2,399.58 PEPM compared to the prior year of \$2300.84 PEPM, an overall rate change of 4.29%, as shown in **Exhibits II C&D**.

The final rates for the School District are \$2,716.89 PEPM compared to the prior year of \$2,691.54 PEPM, an overall rate change of .94%, as shown in **Exhibits II E&F**.

Exhibit III provides a history of the plans Stop Loss Ratio by comparing claims in excess of the Stop Loss Deductible to Stop Loss Premium. Although there have been a few years with high loss ratios, above 75%, overall the loss ratio for the last 9 years is favorable at 48.39%

Exhibits IV-A & B show plan changes allowable within the ACA guidelines for Grandfathered Plans. Deductibles and coinsurance limits may be increased based on “Medical Inflation” from March 2010. This allowable increase is cumulative, and not on an annual basis.

Employer Contributions can also be adjusted so long as the ***Employer Contribution is not reduced more than 5% from what it was in March 2010***, when the Affordable Care Act took effect.

Included is a list of items that would trigger the loss of Grandfather Status and a listing of the items that must be included in a Non-Grandfathered Plan.

We have had discussions with both the City and School District this year regarding alternative plan models and other cost saving measures. Please let us know if you have any additional questions

We look forward to continuing to serve both the City of Valdez and the Valdez City School District.

Craig Kestran
Employee Benefit Manager
Insurance Brokers of Alaska
907-564-6143

Diana Stewart, RHU, CEBS
Executive Benefits Consultant
Digital Insurance
907-564-6140

AUIB Renewal Projection for City of Valdez and Schools Effective 4/1/17

Current Plan

Aggregate Factor Calculation

Latest 12 Months
February 2016 - January 2017

Months

	Employees	Claims		
	<u>Total</u>	<u>Med & Rx</u>	<u>Dental</u>	<u>Vision</u>
February	218	261,459	33,412	5,775
March	221	770,607	28,152	23,603
April	222	175,047	24,975	3,336
May	222	331,380	19,861	10,682
June	221	553,826	26,051	11,005
July	217	108,562	25,843	4,024
August	214	412,202	33,603	5,775
September	223	241,472	20,832	7,837
October	221	153,437	26,434	4,336
November	220	260,231	34,895	12,572
December	221	170,210	21,886	11,092
January	226	160,909	21,567	4,869
Total	2,646	3,599,342	317,511	104,906
Monthly Average*	221	299,945	26,459	8,742

Previous 12 Months
February 2015 - January 2016

	Employees	Claims		
	<u>Total</u>	<u>Med & Rx</u>	<u>Dental</u>	<u>Vision</u>
February	224	187,380	25,120	7,828
March	222	272,842	26,387	13,066
April	220	257,050	25,683	8,162
May	219	141,869	30,173	10,451
June	217	500,923	26,565	15,013
July	210	176,232	23,010	3,684
August	210	187,634	16,348	8,620
September	216	335,697	18,965	11,458
October	218	207,527	20,791	5,939
November	219	195,769	26,625	6,051
December	219	412,002	22,341	5,557
January	218	248,520	21,894	20,361
Total	2612	3,123,445	283,902	116,190
Monthly Average	218	260,287	23,659	9,683

	<u>Med & Rx</u>	<u>Dental</u>	<u>Vision</u>
Average Claims Per EE Per Month	1,360.30	120.00	39.65

Weighted Average (Med & Rx)	1360.30 (.75) + 1195.81 (.25) =	1,319.17
Trend 11% per year @ 14 Months	x 1.1283	
Monthly Expected Claim Factor (Med & Rx)		1,501.22

Weighted Average (Dental)	120.00 (.75) + 108.69 (.25) =	117.17
Trend 4% per year @ 14 Months	x 1.0467	
Monthly Expected Claim Factor (Dental)		123.03

Weighted Average (Vision)	39.56 (.75) + 44.48 (.25) =	40.86
Trend 1% per year @ 14 Months	x 1.0117	
Monthly Expected Claim Factor (Vision)		41.39

* Eligibility Lagged 1 Month

Projection for 2017- 2018

Expected Claims	Medical & Rx	1,501.22
	Dental	123.03
	Vision	41.39
	Total	1,665.64

Maximum Claims	Medical & Rx	1876.52
	Dental	123.03
	Vision	41.39
	Total	2040.94

AUIB Renewal Projection for the City of Valdez Effective 4/1/17

Current Plan

Aggregate Factor Calculation

Latest 12 Months
February 2016 - January 2017

Months	Employees	Claims		
	<u>Total</u>	<u>Med & Rx</u>	<u>Dental</u>	<u>Vision</u>
February	107	86325	18755	2033
March	109	447666	11569	7229
April	110	92705	10198	1658
May	109	126427	8471	1566
June	109	205285	6344	3662
July	109	55895	9737	1293
August	109	175308	18264	816
September	109	118068	14201	4137
October	107	58230	10843	2025
November	106	94766	18748	4607
December	105	70867	13314	2443
January	107	71226	9623	2577
Total	1296	1,602,768	150,067	34,046
Monthly Average*	108	133,564	12,506	2,837

Previous 12 Months
February 2015 - January 2016

	Employees	Claims		
	<u>Total</u>	<u>Med & Rx</u>	<u>Dental</u>	<u>Vision</u>
	112	53200	8691	3259
	110	113789	10517	4066
	108	171362	9333	3060
	106	54817	14161	6029
	104	264493	9905	3392
	106	73325	9608	2574
	106	76679	6313	2874
	105	152098	12251	3327
	106	104107	9054	2477
	106	107897	16928	1185
	106	184650	11563	2857
	107	113024	12321	13514
Total	1282	1,469,441	130,645	48,614
Monthly Average*	107	122,453	10,887	4,051

	<u>Med & Rx</u>	<u>Dental</u>	<u>Vision</u>
Average Claims Per EE Per Month	1,236.70	115.79	26.27

Weighted Average (Med & Rx)	1236.70 (.75) + 1146.21 (.25) =	1,214.08
Trend 11% per year @ 14 Months	x	1.1283
Monthly Expected Claim Factor (Med & Rx)		1,381.62

Weighted Average (Dental)	115.79 (.75) + 101.91 (.25) =	112.32
Trend 4% per year @ 14 Months	x	1.0467
Monthly Expected Claim Factor (Dental)		117.94

Weighted Average (Vision)	26.27 (.75) + 37.92 (.25) =	29.18
Trend 1% per year @ 14 Months	x	1.0117
Monthly Expected Claim Factor (Vision)		29.56

* Eligibility Lagged 1 Month

Projection for 2017- 2018

Expected Claims	Medical & Rx	1,381.62
	Dental	117.94
	Vision	29.56
	Total	1,529.12
Maximum Claims	Medical & Rx	1727.03
	Dental	117.94
	Vision	29.56
	Total	1874.53

AUIB Renewal Projection for Valdez City Schools Effective 4/1/17

Current Plan

Aggregate Factor Calculation

Months	Latest 12 Months February 2016 - January 2017			
	Employees	Claims		
	<u>Total</u>	<u>Med & Rx</u>	<u>Dental</u>	<u>Vision</u>
February	111	175,134	14,657	3,742
March	112	322,941	16,583	16,374
April	112	82,342	14,777	1,678
May	113	204,953	11,390	9,116
June	112	348,541	19,707	7,343
July	108	52,667	16,106	2,731
August	105	236,894	15,339	4,959
September	114	123,404	6,631	3,700
October	114	95,207	15,591	2,311
November	114	165,465	16,147	7,965
December	116	99,343	8,573	8,650
January	119	89,683	11,944	2,292
Total	1,350	1,996,574	167,445	70,861
Monthly Average*	113	166,381	13,954	5,905

Months	Previous 12 Months February 2015 - January 2016			
	Employees	Claims		
	<u>Total</u>	<u>Med & Rx</u>	<u>Dental</u>	<u>Vision</u>
February	112	134,180	16,429	4,569
March	112	159,053	15,870	9,000
April	112	85,688	16,350	5,102
May	113	87,052	16,012	4,422
June	113	236,430	16,660	11,621
July	104	102,907	13,402	1,110
August	104	110,955	10,035	5,746
September	111	183,599	6,714	8,131
October	112	103,420	11,737	3,462
November	113	87,872	9,697	4,866
December	113	227,352	10,778	2,700
January	111	135,496	9,573	6,847
Total	1330	1,654,004	153,257	67,576
Monthly Average	111	137,834	12,771	5,631

	<u>Med & Rx</u>	<u>Dental</u>	<u>Vision</u>
Average Claims Per EE Per Month	1,478.94	124.03	52.49
Weighted Average (Med & Rx)	1478.94 (.75) + 1243.61 (.25) =		
Trend 11% per year @ 14 Months	x 1.1283		
Monthly Expected Claim Factor (Med & Rx)	1,616.09		
Weighted Average (Dental)	124.03 (.75) + 115.23 (.25) =		
Trend 4% per year @ 14 Months	x 1.0467		
Monthly Expected Claim Factor (Dental)	127.92		
Weighted Average (Vision)	52.49 (.75) + 50.81 (.25) =		
Trend 1% per year @ 14 Months	x 1.0117		
Monthly Expected Claim Factor (Vision)	52.75		

* Eligibility Lagged 1 Month

Projection for 2017 - 2018

Expected Claims	Medical & Rx	1,616.09
	Dental	127.92
	Vision	52.75
	Total	1,796.76
Maximum Claims	Medical & Rx	2020.11
	Dental	127.92
	Vision	52.75
	Total	2200.78

City of Valdez and Valdez City Schools Combined 2017 - 2018 Renewal Summary

Renewal Options

	2016-2017	2017-2018	
	Costs	Costs	Percent Change
Specific Deductible	125,000	125,000	
Administration / Meritain Inc BH	29.95	31.40	4.84%
Consult & Doc/Healthy Merits (city only)	5.90	7.55	N/A
Utilization Review / MRC	2.45	2.45	0.00%
Broker / AUIB	10.25	10.25	0.00%
Specific Premium / HCC Life	244.09	259.71	6.40%
Aggregate Premium / HCC Life	9.06	9.43	4.08%
Total Fixed Costs	301.70	320.79	6.33%
Expected Claims			
Medical & Rx	1,636.30	1,664.12	1.70%
Dental Expected Claims	113.50	123.03	8.40%
Vision Expected Claims	41.53	41.39	-0.34%
Total Expected Cost	2,093.03	2,149.33	2.69%
Maximum Claims			
Medical & Rx	2,045.38	2,080.15	1.70%
Dental Maximum Claims*	113.50	123.03	8.40%
Vision Maximum Claims*	41.53	41.39	-0.34%
Total Maximum Cost	2,502.11	2,565.36	2.53%

* Because of the ability to accurately predict the amount of dental and vision claims, expected figures have been used here. Actual claim volume for the dental and vision plans may be slightly higher or lower than these figures.

EXHIBIT II-A

**City of Valdez and Valdez City Schools Combined
2017 - 2018 Renewal Summary**

OVERALL RENEWAL

HCC / Meritain \$125,000 Specific SL

	2016-2017	2017-2018	
	Costs	Costs	Percent Change
Specific Deductible	125,000	125,000	N/A
Fixed Costs	301.70	320.79	6.33%
Expected Claims			
Medical & Rx	1,636.30	1,664.12	1.70%
Dental Expected Claims	113.50	123.03	8.40%
Vision Expected Claims	41.53	41.39	-0.34%
Total Expected Cost	2,093.03	2,149.33	2.69%
Maximum Claims			
Medical & Rx	2,045.38	2,080.15	1.70%
Dental Maximum Claims*	113.50	123.03	8.40%
Vision Maximum Claims*	41.53	41.39	-0.34%
Total Maximum Cost	2,502.11	2,565.36	2.53%
Total Monthly Expected Cost (221 Empls)	462,560.51	475,001.93	2.69%
Total Monthly Maximum Cost (221 Empls)	552,966.31	566,944.56	2.53%
Total Annual Expected Cost (221 Empls)	5,550,726.17	5,700,023.16	2.69%
Total Annual Maximum Cost (221 Empls)	6,635,595.72	6,803,334.72	2.53%

* Because of the ability to accurately predict the amount of dental and vision claims, expected figures have been used here. Actual claim volume for the dental and vision plans may be slightly higher or lower than these figures.

EXHIBIT II-B

**City of Valdez
2017 - 2018 Renewal Summary**

	Renewal Options	
	2016-2017	2017-2018
	Costs	Costs Percent Change
Specific Deductible	125,000	125,000
Administration / Meritain Inc BH	29.95	31.40 4.84%
Consult & Doc/Healthy Merits (city only)	5.90	7.55 N/A
Utilization Review / MRC	2.45	2.45 0.00%
Broker / AUIB	10.25	10.25 0.00%
Specific Premium / HCC Life	244.09	259.71 6.40%
Aggregate Premium / HCC Life	9.06	9.43 4.08%
Total Fixed Costs	301.70	320.79 6.33%
Expected Claims		
Medical & Rx	1,475.29	1,531.50 3.81%
Dental Expected Claims	113.50	123.03 8.40%
Vision Expected Claims	41.53	41.39 -0.34%
Total Expected Cost	1,932.02	2,016.71 4.38%
Maximum Claims		
Medical & Rx	1,844.11	1,914.37 3.81%
Dental Maximum Claims*	113.50	123.03 8.40%
Vision Maximum Claims*	41.53	41.39 -0.34%
Total Maximum Cost	2,300.84	2,399.58 4.29%

* Because of the ability to accurately predict the amount of dental and vision claims, expected figures have been used here. Actual claim volume for the dental and vision plans may be slightly higher or lower than these figures.

City of Valdez
2017 - 2018 Renewal Summary
CITY RENEWAL

HCC / Meritain \$125,000 Specific SL

	2016-2017	2017-2018	
	Costs	Costs	Percent Change
Specific Deductible	125,000	125,000	N/A
Fixed Costs	301.70	320.79	6.33%
Expected Claims			
Medical & Rx	1,475.29	1,531.50	3.81%
Dental Expected Claims	113.50	123.03	8.40%
Vision Expected Claims	41.53	41.39	-0.34%
Total Expected Cost	1,932.02	2,016.71	4.38%
Maximum Claims			
Medical & Rx	1,844.11	1,914.37	3.81%
Dental Maximum Claims*	113.50	123.03	8.40%
Vision Maximum Claims*	41.53	41.39	-0.34%
Total Maximum Cost	2,300.84	2,399.58	4.29%
Total Monthly Expected Cost (108 Empls)	208,657.94	217,804.25	4.38%
Total Monthly Maximum Cost (108 Empls)	248,490.72	259,154.64	4.29%
Total Annual Expected Cost (108 Empls)	2,503,895.33	2,613,650.98	4.38%
Total Annual Maximum Cost (108 Empls)	2,981,888.64	3,109,855.68	4.29%

* Because of the ability to accurately predict the amount of dental and vision claims, expected figures have been used here. Actual claim volume for the dental and vision plans may be slightly higher or lower than these figures.

EXHIBIT II-D

**Valdez City Schools
2017 - 2018 Renewal Summary**

	Renewal Options	
	2016-2017	2017-2018
	Costs	Costs Percent Change
Specific Deductible	125,000	125,000
Administration / Meritain Inc BH	29.95	31.40 4.84%
Consult & Doc/Healthy Merits (city only)	0.00	0.00 N/A
Utilization Review / MRC	2.45	2.45 0.00%
Broker / AUIB	10.25	10.25 0.00%
Specific Premium / HCC Life	244.09	259.71 6.40%
Aggregate Premium / HCC Life	9.06	9.43 4.08%
Total Fixed Costs	295.80	313.24 5.90%
Expected Claims		
Medical & Rx	1,792.57	1,791.42 -0.06%
Dental Expected Claims	113.50	123.03 8.40%
Vision Expected Claims	41.53	41.39 -0.34%
Total Expected Cost	2,243.40	2,269.08 1.14%
Maximum Claims		
Medical & Rx	2,240.71	2,239.28 -0.06%
Dental Maximum Claims*	113.50	123.03 8.40%
Vision Maximum Claims*	41.53	41.39 -0.34%
Total Maximum Cost	2,691.54	2,716.94 0.94%

* Because of the ability to accurately predict the amount of dental and vision claims, expected figures have been used here. Actual claim volume for the dental and vision plans may be slightly higher or lower than these figures.

Valdez City Schools
2017 - 2018 Renewal Summary
SCHOOL DISTRICT RENEWAL
HCC / Meritain \$125,000 Specific SL

	2016-2017	2017-2018	
	Costs	Costs	Percent Change
Specific Deductible	125,000	125,000	N/A
Fixed Costs	295.80	313.24	5.90%
Expected Claims			
Medical & Rx	1,792.57	1,791.42	-0.06%
Dental Expected Claims	113.50	123.03	8.40%
Vision Expected Claims	41.53	41.39	-0.34%
Total Expected Cost	2,243.40	2,269.08	1.14%
Maximum Claims			
Medical & Rx	2,240.71	2,239.28	-0.06%
Dental Maximum Claims*	113.50	123.03	8.40%
Vision Maximum Claims*	41.53	41.39	-0.34%
Total Maximum Cost	2,691.54	2,716.94	0.94%
Total Monthly Expected Cost (113 Empls)	253,503.97	256,406.49	1.14%
Total Monthly Maximum Cost (113 Empls)	304,144.02	307,014.22	0.94%
Total Annual Expected Cost (113 Empls)	3,042,047.69	3,076,877.90	1.14%
Total Annual Maximum Cost (113 Empls)	3,649,728.24	3,684,170.64	0.94%

* Because of the ability to accurately predict the amount of dental and vision claims, expected figures have been used here. Actual claim volume for the dental and vision plans may be slightly higher or lower than these figures.

EXHIBIT II-F

**Valdez City & School District
Claims in Excess of Stop Loss
2008 Through 2017**

	# of Claims	Claims in Excess of Stop Loss	Specific & Aggregate Stop Loss Premium	Annual Loss Ratio
Symetra Financial				
2008-2009	0	\$0.00	\$314,527.00	0.00%
2009-2010	0	\$0.00	\$385,381.00	0.00%
2010-2011	5	\$235,428.45	\$446,959.00	52.67%
2011-2012	3	\$184,596.59	\$509,606.00	36.22%
2012-2013	3	\$154,502.20	\$526,541.00	29.34%
2013-2014	6	\$558,078.73	\$588,748.00	94.79%
Move to HCC Life				
2014-2015	4	\$415,237.98	\$509,702.00	81.47%
2015-2016 YTD 10 Mo	2	\$327,260.00	\$593,736.00	55.12%
2016-2017 YTD 10 Mo	0	\$0.00	\$506,894.00	0.00%
HCC Life Experience		742,497.98	1,610,332.00	46.11%
COMBINED 9 YEAR TOTAL		\$1,875,103.95	\$3,875,200.00	
Loss Ratio				48.39%

AS OF 1/31/2017

EXHIBIT III

City of Valdez

1/1/2017

Grandfathered Plan - Areas of Allowable Benefit Changes

Deductible & Out of Pocket Increase

Allowed increase 15% + medical inflation				Medical Inflation 3/31/10 to 1/1/17	Total % Increase	Max Increase at %	New Amount	GF PLAN INCREASES
		Base 15%						
Medical Deductible								
Individual	\$100.00	15.0%	20.8%	35.8%	35.80	\$135.80		
Family X 3	\$300.00	15.0%	2.1%	17.1%	51.24	\$351.24		
Out-of-Pocket								
Individual PPO	\$448.00	15.0%	20.8%	35.8%	160.38	\$608.38		
Dental Deductible								GF PLAN INCREASES
Individual	\$25.00	15.0%	20.8%	35.8%	8.95	\$33.95		
Family X 3	\$75.00	15.0%	20.8%	35.8%	26.85	\$101.85		

Co Payment Changes

Allowed Co-pay increase is limited to the GREATER of:							
		-OR- Medical inflation +15%					
		\$5 (adjusted for medical inflation since March 2010) or medical					
		(\$5 *1.208) = \$6.04 (Dec 2015)					
					Max Increase at %	Max Allowable Increase	New Amount
Prescription Drug - Retail							
Generic	\$5.00	15.0%	20.8%	35.8%	1.79	\$6.04	\$11.04
Preferre	\$10.00	15.0%	20.8%	35.8%	3.58	\$6.04	\$16.04
Prescription Drug - Mail Order							
Generic	\$5.00	15.0%	20.8%	35.8%	1.79	\$6.04	\$11.04
Preferre	\$10.00	15.0%	20.8%	35.8%	3.58	\$6.04	\$16.04

Employer Contribution Change

(Cumulative since March 2010)

Employer contribution -(calculated as a % of total cost of coverage) may not decrease more than 5%

This is applied individual to each tier of coverage depending on how you are allocating employee contributions

Examples:

Compoiste Rate - all employees contribute the same amount towards coverage

Tiered by coverage - Employee only, Employee & Spouse, Employee & Children, Family

By Employment Category - Classified, Certified, Administration

Valdez City Schools

1/1/2017

Grandfathered Plan - Areas of Allowable Benefit Changes

Deductible & Out of Pocket Increase

Allowed increase 15% + medical inflation				Medical Inflation 3/31/10 to 1/1/17	Total % Increase	Max Increase at %	New Amount	GF PLAN INCREASES
		Base 15%						
Medical Deductible								
Individual	\$100.00	15.0%	20.8%	35.8%	35.80	\$135.80		
Family X 3	\$300.00	15.0%	20.8%	35.8%	107.40	\$407.40		
Out-of-Pocket								
Individual PPO	\$448.00	15.0%	20.8%	35.8%	160.38	\$608.38		
Dental Deductible								GF PLAN INCREASES
Individual	\$25.00	15.0%	20.8%	35.8%	8.95	\$33.95		
Family X 3	\$75.00	15.0%	20.8%	35.8%	26.85	\$101.85		

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		-OR-	Medical inflation +15%					
			\$5 (adjusted for medical inflation since March 2010) or medical					
			(\$ 5 *1.208) = \$6.04				(Dec 2015)	
				Max Increase at %	Max Allowable Increase	New Amount	GF PLAN INCREASES	
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By Employment Category - Classified, Certified, Administration

PLAN CHANGES WHICH COULD TRIGGER THE LOSS OF GRANDFATHER STATUS: “THE SLIPPERY SEVEN”

Elimination of Benefits

A Plan will cease to be grandfathered if it eliminates all or substantially all benefits to diagnose or treat a particular condition. This is applicable to any benefit, not just “Essential Benefits”.

Increase of Percentage Cost Sharing Requirements

ANY increase in the percentage cost sharing requirement will cause a plan to lose its grandfather status. (Changing plan from 80/20 coinsurance to 70/30 coinsurance)

Increase in Fixed Amount Cost Sharing – Other than Co-Pays

Changes in Deductibles or Out of Pocket Maximums by more than the “Maximum Percentage Increase”. **“Maximum Percentage Increase” is defined as Medical Inflation (as of March 23, 2010) + 15%.** *March 23, 2010 will always be your reference point.*

Increase in Fixed Amount – Co-Pays

A plan will cease to be grandfathered if it increases any co-pay by more than the greater of (a) the Maximum Percentage Increase, or (b) Five Dollars (\$5), increased by medical inflation.

Decreased Employer Contributions

A plan will lose its grandfather status if it decreases its “contribution rate” toward the total cost of coverage for any tier of coverage by more than 5% below their March 23rd contribution rate. The term “Contribution Rate” means the amount of contribution made by an employer compared to the total cost of coverage, which is expressed as a percentage.

Changes in Annual Limits

A plan may not impose a **new** annual or lifetime limit if there was not an annual or lifetime limit in effect on March 23, 2010. A plan with a lifetime limit but not annual limit, **can not add** an annual limit that is lower than the lifetime limit in effect on March 23, 2010. (There is a graduated scale of annual plan limits available till 2014, starting at your current \$1,000,000 lifetime maximum.)

Changes in Fully Insured Carriers/ **Allowed as of 11/15/2010 for similar benefits**

Any change in fully insured carriers will cause a plan to lose its grandfather status. As a self funded plan you are allowed to change Third Party Administrators.

PATIENT PROTECTION AND AFFORDABLE CARE ACT

BENEFITS APPLICABLE TO NON GRANDFATHERED PLANS

Coverage of immunizations & preventative care at 100% - No deductible (See attached listing of Preventative care)

Coverage of Women's Health Care at 100% - No deductible (See attached listing of Women's Health Coverage)

Abide by Deductible & out of pocket limits (updated 2016 Limits

Specific Deductible limits have been removed, but can not exceed Out of Pocket Maximums.

Family deductible can not exceed 2 x Individual Deductible

Out of pocket limits \$6,850 Individual & \$13,700 Family

Allow Free Choice among participating primary care physicians. – No referral for OB/GYN services

Routine patient cost in connection with Clinical Trials must be covered

Cover Emergency services without preauthorization at same coinsurance level both in and out of network

Provide internal and external review process for certain denied claims.



Brought to you by Alaska USA Insurance Brokers

Preventive Care Coverage Guidelines

The Affordable Care Act (ACA) requires non-grandfathered health plans to cover certain preventive health services without imposing cost-sharing requirements for the services. This requirement generally became effective for plan years beginning on or after Sept. 23, 2010. It does not apply to grandfathered health plans.

On July 19, 2010, the Departments of Health and Human Services (HHS), Labor and the Treasury issued [interim final rules](#) relating to coverage of preventive care services.

In August 2011, HHS issued additional [preventive care guidelines for women](#). These additional guidelines, which are generally effective for plan years beginning on or after Aug. 1, 2012, require non-grandfathered health plans to cover women's preventive health services (such as well-woman visits, breastfeeding support, domestic violence screening and contraceptives) without charging a copayment, a deductible or coinsurance.

Special rules regarding contraceptive coverage apply to religious employers, including churches and other religious-based institutions, such as schools, hospitals, charities and universities.

COVERAGE OF PREVENTIVE CARE SERVICES

For plan years beginning on or after Sept. 23, 2010, non-grandfathered group health plans must cover certain preventive care services and may not charge copayments, coinsurance or deductibles for these services when delivered by a network provider.

The recommended preventive care services covered by these requirements are:

- Evidence-based items or services that have in effect a rating of A or B in the current recommendations of the United States Preventive Services Task Force;
- Immunizations for routine use in children, adolescents and adults that are currently recommended by the Centers for Disease Control and Prevention (CDC) and included on the CDC's immunization schedules;
- For infants, children and adolescents, evidence-informed preventive care and screenings provided for in the Health Resources and Services Administration (HRSA) guidelines; and
- For women, evidence-informed preventive care and screening provided in guidelines supported by HRSA (for plan years beginning on or after Aug. 1, 2012).

These recommended preventive services include screening for a number of conditions, as well as counseling for various health-related issues. The complete list of recommended preventive services that must be covered can be found at www.HealthCare.gov/center/regulations/prevention.html.

Office Visits

The interim final rules clarify the cost-sharing requirements when a recommended preventive care service is provided during an office visit. Whether cost-sharing requirements may be imposed will depend on: (a) whether the preventive care service is billed or tracked separately, and (b) whether the preventive care service is the primary purpose of the office visit. Cost-sharing is permitted only if:

- The recommended preventive care service is billed separately (or is tracked as individual encounter data separately) from an office visit; or

Preventive Care Coverage Guidelines

- The recommended preventive care service is not billed separately from the office visit and the primary purpose of the office visit is not to obtain the recommended preventive care service.

Cost-sharing requirements are not allowed in cases where the recommended preventive care service is not billed separately, but it is the primary purpose of the office visit.

Example - An individual covered by a group health plan visits an in-network health care provider. While visiting the provider, the individual is given a cholesterol screening (a recommended preventive care service). The provider bills the plan for an office visit and for the laboratory work of the cholesterol screening test. The plan may not impose any cost-sharing requirements with respect to the laboratory work. Because the office visit is billed separately from the cholesterol test, the plan may impose cost-sharing requirements for the office visit.

Example - An individual covered by a group health plan visits an in-network health care provider to discuss recurring abdominal pain. During the visit, the individual has a blood pressure screening (a recommended preventive care service). The provider bills the plan for an office visit. The blood pressure screening was not the primary purpose of the visit. Therefore, the plan may impose a cost-sharing requirement for the office visit charge.

Example - A child covered by a group health plan visits an in-network pediatrician to receive an annual physical exam (a recommended preventive care service). During the office visit, the child receives additional items and services that are not recommended preventive services. The provider bills the plan for an office visit. The recommended preventive care service was not billed as a separate charge and was the primary purpose of the visit. Therefore, the plan may not impose a cost-sharing requirement for the office visit.

Additional Clarifications

The interim final rules make clear that plans may continue to impose cost-sharing requirements on preventive care services that employees receive from out-of-network providers.

Also, plans may use reasonable medical management techniques to determine the frequency, method, treatment or setting for preventive care services, as long as they are not specified in the recommendation or guideline.

WOMEN'S PREVENTIVE CARE SERVICES

On Aug. 1, 2011, HHS issued the HRSA-supported preventive care guidelines for women to fill the gaps in the current preventive health services guidelines for women. According to HHS, these new guidelines will help ensure that women receive a comprehensive set of preventive health services without having to pay a copayment, a deductible or coinsurance.

Non-grandfathered health plans will need to include these services without cost-sharing for plan years beginning on or after Aug. 1, 2012 (Jan. 1, 2013, for calendar year plans), subject to the special provisions described below for religious employers.

Covered Health Services

The preventive care guidelines for women cover the following health services:

Type of Preventive Service	HHS Guideline	Frequency
Well-woman visits	Well-woman preventive care visit annually for adult women to obtain the recommended preventive services that are age and developmentally appropriate, including preconception and prenatal care. This well-woman visit should,	Annual, although several visits may be needed to obtain all necessary recommended preventive care services, depending on a woman's health status, health needs and other risk factors

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8/11, BK 2/13

Preventive Care Coverage Guidelines

	where appropriate, include other preventive care services covered under ACA.	
Screening for gestational diabetes	Screening for gestational diabetes	In pregnant women between 24 and 28 weeks of gestation and at the first prenatal visit for pregnant women identified to be at high risk for diabetes
Human papillomavirus (HPV) testing	High-risk HPV DNA testing in women with normal cytology results	Screening should begin at 30 years of age and should occur no more frequently than every three years.
Counseling for sexually transmitted infections	Counseling on sexually transmitted infections for all sexually active women	Annual
Counseling and screening for human immunodeficiency virus (HIV)	HIV counseling and screening for all sexually active women	Annual
Contraceptive methods and counseling	All FDA-approved contraceptive methods, sterilization procedures and patient education and counseling for all women with reproductive capacity Special provisions apply to religious employers.	As prescribed
Breastfeeding support, supplies and counseling	Comprehensive lactation support and counseling by a trained provider during pregnancy and/or in the postpartum period and costs for renting breastfeeding equipment	In conjunction with each birth
Screening and counseling for interpersonal and domestic violence	Screening and counseling for interpersonal and domestic violence	Annual

According to HHS, health plans may use reasonable medical management techniques for women's preventive care to help define the nature of the covered service, consistent with guidance provided in the interim final rules. For example, health plans may control costs and promote efficient delivery of care by continuing to charge cost-sharing for brand-name drugs if a safe and effective generic version is available. In addition, the interim final rules confirmed that plans may continue to impose cost-sharing requirements on preventive services that employees receive from out-of-network providers.

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Preventive Care Coverage Guidelines

Contraceptive Coverage and Religious Employers

Exemption

On Aug. 3, 2011, HHS issued an [amendment](#) to the interim final rules to allow certain non-profit religious employers offering health coverage, such as churches, to decide whether or not to cover contraceptive services, consistent with their beliefs. A non-profit religious employer, for this purpose, is an employer that:

- Has the inculcation of religious values as its purpose;
- Primarily employs persons who share its religious beliefs; and
- Primarily serves persons who share its religious beliefs.

HHS [finalized](#) this amendment on Feb. 15, 2012.

Temporary Safe Harbor

On Jan. 20, 2012, HHS [announced](#) that it would amend the interim final rules to allow non-profit employers that, based on religious beliefs do not currently provide contraceptive coverage to their employees, an additional year to comply with the new requirements. The amendment would allow these employers to delay covering contraceptive services until the first plan year beginning on or after Aug. 1, 2013 (Jan. 1, 2014 for calendar year plans). This extension covers church-affiliated organizations that do not qualify for the exception for non-profit religious employers, such schools, hospitals, charities and universities.

On Aug. 15, 2012, HHS released a [bulletin](#) describing the temporary enforcement safe harbor for nonprofit organizations that do not provide some or all of the required contraceptive coverage based on their religious beliefs.

Accommodation Approach

On March 21, 2012, the Departments issued an [advance notice of proposed rulemaking](#) to outline draft proposals and seek input on the contraceptive coverage requirement for religious employers. This proposal would not require religious organizations, such as schools, charities, hospitals and universities, to provide contraceptive coverage, refer their employees to organizations that provide contraception or subsidize the cost of contraception. However, contraceptive coverage would be provided to female employees by an independent third party, such as an insurance company or third-party administrator (TPA), directly and free of charge.

On Feb. 1, 2013, the Departments issued a [proposed rule](#) that would exempt additional religious employers from the requirement to cover contraceptive services. Under the proposed accommodations, the eligible organizations would not have to contract, arrange, pay or refer for any contraceptive coverage to which they object on religious grounds. Plan participants would receive contraceptive coverage through separate individual health insurance policies, without cost sharing or additional premiums.

For insured group health plans, the religious organization would provide the self-certification to the health insurance issuer, which would be required to automatically provide separate, individual market contraceptive coverage at no cost for plan participants. For self-insured group health plans, the religious organization would notify its third-party administrator (TPA), which would be required to automatically work with a health insurance issuer to provide separate, individual health insurance policies at no cost for participants.

The Departments also proposed rules for religious non-profit organizations that are institutions of higher education. If this type of organization arranges for student health insurance coverage, it is eligible for an accommodation comparable to the type available for a religious organization with an insured group health plan.

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8/11, BK 2/13

KNOW YOUR BENEFITS.

From

HCR



Health Care Reform: Women's Preventive Care

Additional guidelines expand coverage

The health care reform law requires health plans to cover certain preventive care services for participants without any cost-sharing, such as deductibles, copayments or coinsurance. This requirement includes additional preventive care for women. Read on to learn about these additional benefits.

Additional Coverage for Women

The health care reform law requires that more types of preventive care are provided at no cost to women than to men. The reasoning behind this is that women have unique health needs and higher rates of chronic disease, such as diabetes, heart disease and stroke.

What Is Covered?

Health plans must cover certain additional preventive services with no copay, coinsurance or deductible for the patient. The following items are included in this coverage:

- Well-woman visits (annual preventive care visit in which adult women obtain recommended preventive services)
- Gestational diabetes screening for women 24 to 28 weeks pregnant, and women at high risk
- Human papillomavirus (HPV) testing for women 30 and older, once every three years
- Annual counseling for HIV and sexually transmitted infections, plus annual HIV testing for all sexually active women
- Contraceptives and contraceptive counseling. (Certain religious employers, such as churches, are not required to cover contraceptives)
- Breastfeeding support, supplies and counseling
- Domestic violence screening and counseling

Coverage of additional preventive services for women at no cost to the patient is effective for plan years beginning on or after Aug. 1, 2012.

Be sure to check your plan's specific rules before receiving care. The preventive care rules do not apply to health plans that have "grandfathered" status under the health care reform law.

Though plans are required to provide these services free of charge, they do have the option of using cost-control measures, such as requiring you pay for a brand name drug if a comparable generic drug is available, or charging a copayment for preventive services received at out-of-network facilities.

When Does This Take Effect?

The additional preventive care guidelines for women are effective for plan years beginning on or after Aug. 1, 2012. If your plan operates on a calendar year basis, the new rules will not be effective until Jan. 1, 2013.

Also, if you work for a church-affiliated organization, your employer may have an additional year to comply with the contraceptive coverage requirement, and may choose not to cover contraceptives at all. If this applies to you, keep in mind that a new rule is underway that will allow you to obtain contraceptive coverage directly from your insurance company.

KNOW YOUR BENEFITS.

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Health Care Reform: Women's Preventive Care

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Service and Compensation Agreement

By and Between

OneDigital

&

**Valdez City &
School District**

Service and Compensation Agreement

This Service and Compensation Agreement (the "Agreement"), effective April 1, 2017 is made between OneDigital("Digital") and **Valdez City & School District** (each a "Party" and, collectively, the "Parties").

1. Purpose of the Agreement

This Agreement describes the products, tools and services that Digital recommends for you and your employees and provides a detailed disclosure of the compensation associated with all such products, tools and services. Upon Valdez City & School District's election of any product, tool and/or service, this Agreement will satisfy all applicable state requirements for written agreement and compensation disclosure.

2. Nature and Scope of Services

2.1 In most cases, Digital will act as an intermediary, working on **Valdez City & School District** behalf to review and recommend appropriate insurance products, services and tools to accomplish the strategies you have disclosed to Digital. Prior to making any recommendations, Digital will assist you further by thoroughly analyzing available products, tools and services. Digital will act independently in relation to the various insurers and vendors whose products it will propose to you.

2.2 For products labeled "Digital Advantage", stem from special relationships between Digital and particular insurance carriers and vendors that allow us to secure **Valdez City & School District** generally more favorable rates, product terms or services. Digital will work closely with **Valdez City & School District** to determine whether these products are appropriate for it and its employees.

2.3 Digital occasionally may assist **Valdez City & School District** with coordinating certain outside services not listed in Attachment A. By executing this Agreement, **Valdez City & School District** acknowledges and agrees that this Agreement includes only those fees listed in Attachment A, and further acknowledges and agrees that Digital will bill **Valdez City & School District** separately, and prior to rendering such assistance, for all other fees associated with any other services, tools and/or products, including, but not limited to:

- a. Legal, accounting, and other professional services;
- b. Reasonable travel expenses requested by **Valdez City & School District**, if expenses exceed Digital's normal amounts and **Valdez City & School District** approves such expenses in advance. These include, but are not limited to, items such as airfare, rental car charges, mileage, etc.
- c. Special outside communications services, printing charges, and postage fees.

3. Products and Services

3.1 Attachments A: Traditional advisory services, risk management, benefits package selection, placement, and supporting services.

3.2 Attachments B: Strategic recommendations for additional products, tools, services and resources needed to achieve your goals

3.3 No other amendments or attachments

4. Compensation

Digital will fully disclose all commissions and fees to our clients according to the fee structure outlined in Attachment C.

Terms of Compensation:

4.1 As per, and subject to, applicable state law, any fees associated with the placement or servicing of insurance products will be offset by the commissions received by the insurance carriers for these services.

4.2 Billing options are available in annual, semi-annual, quarterly or monthly intervals. Digital agrees to directly bill the client. The terms are standard net 30. Payment due dates will be noted on the invoice. Failure to remit within this timeframe, or any payments returned for non-sufficient funds (NSF), will result in a late fee of 2% plus the amount of any penalty fees assessed for NSF.

- Base advisory fees are increased 3% annually after 2 years on the contract anniversary, unless a new contract is executed.
- For additional services elected after the execution of the Agreement, a separate agreement will be executed and subject to all terms of that subsequent agreement.
- For fees calculated by a “per employee per month” (PEPM) charge, **Valdez City & School District** agrees to provide Digital updated census information no later than fifteen (15) days prior to the start of each new calendar quarter. Digital will rely upon and use this census information to calculate the fee for the upcoming calendar quarter.
- Where Digital receives carrier commissions, it will provide an annual compensation disclosure and true-up to **Valdez City & School District** no later than sixty (60) days after the end of the term.

*Digital is an appointed agent for the insurance companies it represents and provides services to **Valdez City & School District** on behalf of insurance companies in connection with the placement of insurance. In Digital's role as the insurance companies' agent, it may receive compensation in the form of commissions, which consist of a percentage of the premium or a flat dollar amount collected by the insurance companies, from insurance companies for Digital's professional services. In some cases, Digital also may receive additional compensation, under agreements with one or more insurance carriers, in the form of commission overrides, bonuses or marketing fees which can be based on some combination of volume, new business, persistency and other factors. Digital may be a party to such agreements with one or more of the insurance companies or insurance intermediaries with or through which Digital places insurance. Any additional compensation is not customarily attributable to a particular client and is not factored into a decision on where to place business.*

5. Term and Termination

5.1 Term. Unless terminated earlier under Section 5.2, the initial term of this Agreement will be from April 1, 2017 to March 31, 2018. The term of this Agreement shall automatically renew for successive one- (1-) year terms, unless either Party delivers written notice no later than ninety (90) days prior to the end of the then current term to the other Party of its intent to terminate the Agreement.

5.2 Termination Either Party may terminate this Agreement, with or without cause, at any time if either Party provides to the other no less than a one hundred twenty- (120-) day advance written notice.

6. Miscellaneous

6.1 Confidentiality. This Agreement and its contents, including the fee arrangement reached by the Parties, are confidential, as is any advice that Digital provides **Valdez City & School District**. To that end, by signing below, the Parties agree not to disclose the contents of this Agreement to third parties unless required to do so by law or authorized in writing by the other Party to so disclose. Each Party further agrees that it will not disclose any non- public, confidential or proprietary information of the other Party, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by the other Party, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with this Agreement.

6.2 Compliance with HIPAA. **Valdez City & School District** and Digital acknowledge that certain information, reports and data generated under this Agreement are subject to applicable laws and regulations pertaining to the confidentiality of medical records, and the parties agree to comply in all respects with such laws, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Services under this Agreement are subject to the Business Associate Agreement entered into separately by the Parties ("BAA"). This Agreement does not modify, supersede or otherwise affect any provision of the BAA.

6.3 Indemnification. By signing below, **Valdez City & School District** agrees to release, indemnify and hold Digital harmless from any and all liabilities and costs (including attorneys' fees) that result if **Valdez City & School District** knowingly provides false, incomplete and/or misleading information.

6.4 Limitation of Liability. Under no circumstances shall either Party be liable to the other Party for indirect, incidental, consequential, special, exemplary or punitive damages (even if such damages are foreseeable or that Party has been advised or has constructive knowledge of the possibility of such damages) arising from such Party's performance or non-performance pursuant to any provision of this Agreement (including such damages incurred by third parties), such as, but not limited to, loss of revenues, loss of data, anticipated profits or lost business. Notwithstanding anything herein to the contrary, however, this section shall not limit either Party's liability to the other for: (a) willful and malicious conduct; (b) direct damage to real or personal property; (c) bodily injury or death caused by negligence; or (d) such Party's indemnification obligations hereunder.

6.5 Licensures and Liability Insurance. Digital certifies that it maintains all required state licensure for all of its employees providing services to **Valdez City & School District** along with the appropriate liability and errors and omissions coverage required by the applicable states.

6.6 Applicable Law. This Agreement will be governed by and construed and enforced in accordance with the laws of the state of Georgia without giving effect to any choice or conflict of law provision or rule (whether of the State of Alaska or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Alaska.

6.7 Severability. If any provision of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such provision as applied to other persons, places or circumstances shall remain in full force and effect.

6.8 Notices. All notices, request, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the Party at the addresses set forth in the signature block below or to such other address that may be designated by the receiving Party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile

DATE:

(with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving Party, and (b) if the Party giving the Notice has complied with the requirements of this Section.

6.9 Assignment. Neither this Agreement nor any of the rights or obligations hereunder may be assigned by any party without the prior written consent of the non-assigning Party. Any purported assignment without such consent shall be void and unenforceable. Any purchaser of Digital, or all or substantially all of the assets of Digital, shall be entitled to the benefits of this Agreement, whether or not this Agreement is assigned to such purchaser.

6.10 Waiver. No waiver by either Party of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by both Parties. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Entire Understanding. This Agreement constitutes the entire understanding among the parties and supersedes, in their entirety, any and all understandings, agreements, contracts, arrangements, communications, discussions, representations, warranties, whether oral or written, among the Parties respecting the engagement. No provision of this Agreement may be modified, waived or changed except by a writing signed by the Parties hereto.

Signature:

By:
Title:
City of Valdez

Signature:

By:
Title:
OneDigital
200 Galleria Pkwy Ste. 1950
Atlanta, GA 30339

Date

By:
Title:
Valdez School District

Date

Date

Attachment A

Advisory Services

<i>Services Include:</i>	Frequency	Group Size
A. Financial <ol style="list-style-type: none"> 1. Evaluation of current benefit program 2. Short- and long-term strategic planning 3. Value-based review of program options leading to customized benefit program design and recommendations that achieve client goals 4. Renewal management 5. Contribution strategies 6. Negotiations 7. Assistance with carrier's annual certifications 8. Benefit program implementation including enrollment and placement. Online application process for employees.* 	As Directed by Advisor	100- 500 EEs
B. Advocacy and Administration <ol style="list-style-type: none"> 1. Customer Advocate Center – <ol style="list-style-type: none"> a. Claims information and issue resolution b. Eligibility and enrollment management c. Billing assistance d. Employee assistance with general questions and benefit plan navigation 2. Advocacy through participation with strong industry councils and organizations providing a voice for our employers at the state and federal levels 	As Directed by Consultant or Client	
C. Compliance <ol style="list-style-type: none"> 1. On-line employer benefits resource tool providing access to federal and state employer laws and regulations, sample forms and procedures and full range of training programs 2. Employer compliance calendar and checklist 3. Health care reform applicability and action plan 4. Response to general compliance questions 5. HIPAA tutorial and basic risk exposure checklist 6. Guidance for employer responsibilities including ERISA, Medicare Part D, etc. 7. Access to general legal and reference materials and for employer issues 	On Demand	
D. Education and Communication <ol style="list-style-type: none"> 1. Calls to discuss new industry developments and ideas for future program enhancements 2. Benefits @Work newsletter 3. Health Care Reform Advisory notices 4. Employee wellness tools and resources 5. Administrative training of benefits personnel 6. Compliance and health care reform webinars 7. Assistance with development of employee communication materials 8. Assist in the development, implementation, and interpretation of an employee survey 	Periodically	

* Availability may vary by state and product

DATE:

Attachment B

Strategic recommendations for additional products, tools, services and resources needed to achieve your goals.

Financial Services Include:	Vendor Name	Set up or One-Time Costs	Ongoing Costs	Digital Solution Selected	Type of Billing
Flexible Spending Account	Enter info.	Enter info.	Enter info.	Select	Select
Dependent Care Account	Enter info.	Enter info.	Enter info.	Select	Select
Health Reimbursement Arrangements	Enter info.	Enter info.	Enter info.	Select	Select
Health Savings Account	Enter info.	Enter info.	Enter info.	Select	Select

Attachment C

Valdez City & School District
223 Participating Employees:

Effective Date: April 1, 2017

Election of services and fees

Service Type	Option	Fee Basis	Fee Type	Annual Fee	Initial Selection
Advisory Services	Advisory Package	\$	Choose an item.	\$	
	Consulting Fee	\$10.25 PEPM	Monthly	\$27,429 Est.	
Additional Products, Tools and Resources	Choose an item.	\$	Choose an item.	\$ 0	
	Choose an item.	\$		\$ 0	
	Choose an item.	\$	Choose an item.	\$ 0	
	Choose an item.	\$	item. Choose an	\$ 0	
	Choose an item.	\$	Choose an item.	\$ 0	
	Choose an item.	\$	Choose an item.	\$ 0	
	Choose an item.	\$	Choose an item.	\$ 0	
	Choose an item.	\$	Choose an item.	\$ 0	
Billing Frequency	Choose an item.	\$	Choose an item.	\$ 0	
Total Fees	Annual Fees			\$27,429 (est)	

My initials above indicate my service and billing elections.

Print Name

Date

Signature

Memorandum of Understanding
Between the State of Alaska, Department of Revenue, and the City of Valdez

This Memorandum of Understanding ("MOU") is made and entered into by and between the State of Alaska, Department of Revenue ("Department"); and the City of Valdez ("City"), a municipal corporation; and

WHEREAS, under AS 43.56.060 the Department of Revenue has sole authority to assess the value of taxable property for the tax levied under AS 43.56.010 and AS 29.45.080 on property used or committed by contract or other agreement for use within the state primarily in the pipeline transportation of gas or unrefined oil, or in the operation or maintenance of facilities used in the pipeline transportation of gas or unrefined oil, at its full and true value as of January 1 of the assessment year; and

WHEREAS, AS 43.56.060(g) allows the Department to enter into agreements with a municipality for the cooperative or joint administration of the assessing authority conferred on the Department by AS 43.56.060; and

WHEREAS, the City has property within its boundaries that is used or committed by contract or other agreement for use for the pipeline transportation of gas or unrefined oil that the Department assesses annually pursuant to AS 43.56.060; and

WHEREAS, the City and the Department have engaged in litigation relating to the tax assessments of oil and gas property within the City; and

WHEREAS, the intent of this MOU is for the Department and City to work cooperatively together on an audit or audits, covering all issues from tax years 1997 through 2016, and to include future tax years after appeals are lodged and the assessment roll is certified, in order to establish between the two parties a unified approach to the AS 43.56 process, including consensus on what property is and is not taxable and on the assessed value of taxable property.

NOW THEREFORE, the Department and the City agree as follows:

1. The Department retains sole authority to determine the property that is taxable under AS 43.56 and the full and true value of such property, while the City maintains its right to appeal from such determinations.
2. The City will join the Department under AS 43.56.060(g) in the cooperative and joint administration of the audit or audits for oil and gas property located within the City. At the Department's direction, the City will advise and assist the Department in this process by undertaking the primary audit responsibilities, including, but not limited to: developing a methodology for conducting an audit or audits to address the City's concerns; hiring experts at the City's expense; analyzing data including all relevant taxpayer information; performing audit calculations; and providing conclusions to the Department for consideration.

3. In conducting the audit or audits, the Department will assist the City in the City's investigation of oil and gas property within its jurisdiction under the provisions of AS 43.56.080, provided the City furnish the Department advance notice of any investigation and the Department approves any investigation.

4. The Department and the City agree to exercise good faith in upholding the intent of this MOU.

5. In joining with the Department under this MOU, the City is bound by the confidentiality requirements of AS 40.25.100, AS 43.05.230, and other applicable confidentiality provisions as interpreted by the Department. The City's current and former officers, employees, attorneys or other agents must comply with such confidentiality requirements to the same extent that the provisions apply to current and former officers, employees, attorneys or other agents of the Department. If the City and the Department disagree as to the applicability or scope of the confidentiality provisions with regard to any particular information, the City shall retain such information as confidential, whether or not either party withdraws from this MOU.

6. In joining with the Department under this MOU, the City shall bear its own costs, including costs of personnel, travel, and lodging.

7. The City and the Department shall hold the other harmless from any liability that may arise from performance under this MOU.

8. The City or the Department may, in its sole discretion, withdraw from this MOU after providing the other party with 30 days' notice of the withdrawal.

IN WITNESS THEREOF, the State of Alaska, Department of Revenue and the City of Valdez have executed this MOU on the dates listed below.

STATE OF ALASKA
DEPARTMENT OF REVENUE

Commissioner of Revenue or Designee

Date

CITY OF VALDEZ

Ruth E. Knight, Mayor

Date

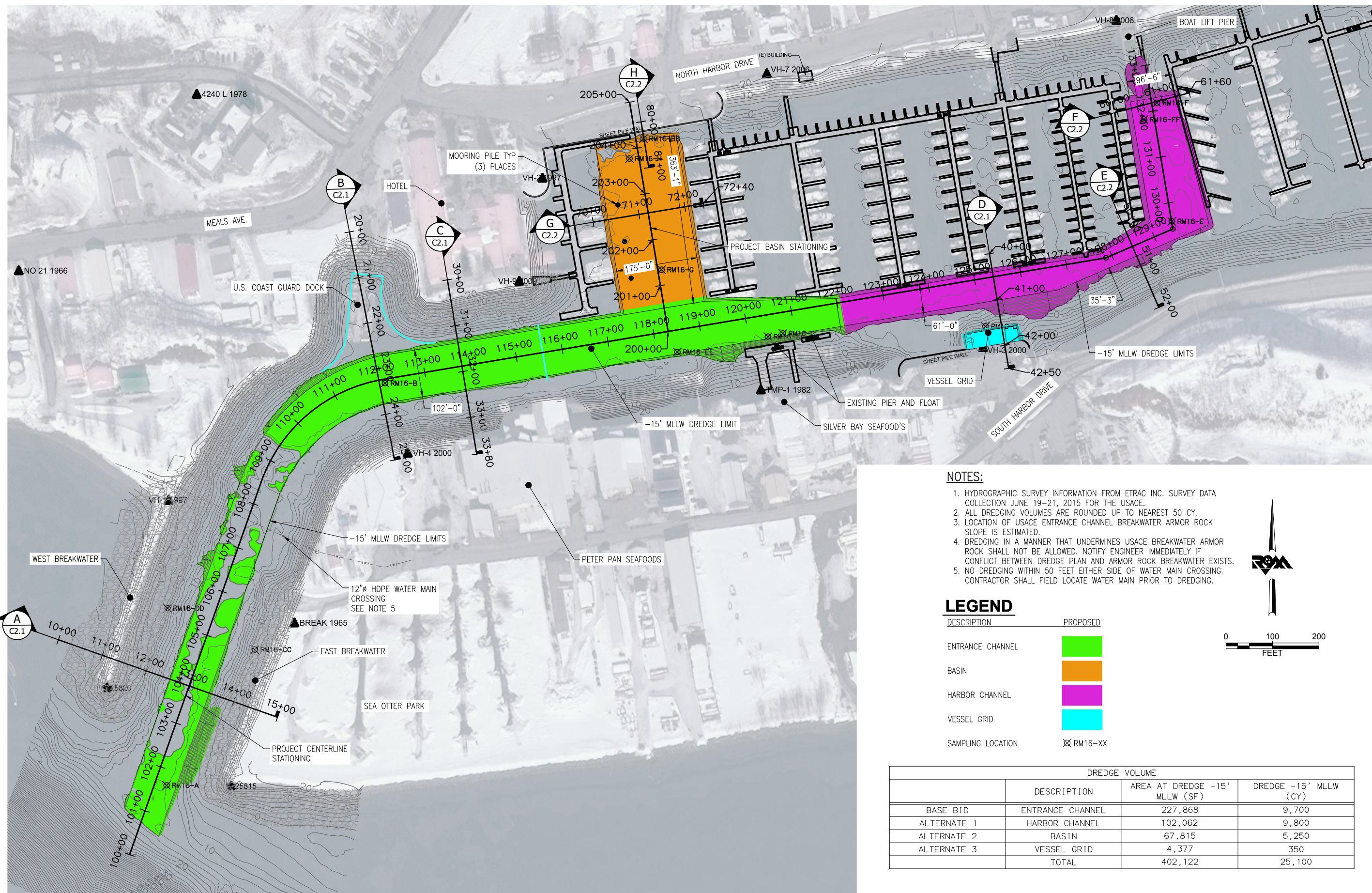
Attest: _____
Sheri L. Pierce, MMC, City Clerk

Approved as to Form

By: _____
Robin O. Brena, City Attorney

Summary of Proposals Received				Project: Small Boat Harbor - Dredging						
Bid Opening				Contract No. 15-310-6442						
Date:	February 10, 2017 at 2:00pm			Project No. 1262						
Place:	Capital Facilities Conference Room			Pacific Pile & Marine LP		Western Marine Construction, Inc.		Harris, Sand & Gravel, Inc.		
Bid Item	Description	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	
A-1	Mobilization and demobilization	1	LS	N/A	\$240,000.00	N/A	275,000.00	N/A	240,000.00	
A-2	Dredging and Unconfined Offshore Disposal - Entrance Channel	9,700	CY	\$ 18.50	\$179,450.00	\$ 38.00	368,600.00	\$ 25.00	242,500.00	
A-3	Dredging and Disposal - Over Dredge	4,000	CY	\$ 15.00	\$60,000.00	\$ 5.00	20,000.00	\$ 0.50	2,000.00	
A-4	Construction and Dredge Survey	1	LS	N/A	\$63,929.00	N/A	90,000.00	N/A	50,000.00	
Total Base Bid					\$543,379.00		\$753,600.00		\$534,500.00	
Additive Alternates:										
B-1	Dredging and Unconfined Offshore Disposal - Harbor Channel	9,800	CY	\$ 17.50	\$171,500.00	\$ 30.00	294,000.00	\$ 25.00	245,000.00	
B-2	Dredging and Disposal - Over Dredge	1,950	CY	\$ 15.00	\$29,250.00	\$ 3.00	5,850.00	\$ 0.50	975.00	
B-3	Construction and Dredge Survey	1	LS	N/A	\$18,048.00	N/A	50,000.00	N/A	13,000.00	
Total for Add. Alt. 1					\$218,798.00		\$349,850.00		\$258,975.00	
C-1	Dredging and Unconfined Offshore Disposal - Basin	5,250	CY	\$ 17.50	\$91,875.00	\$ 25.00	131,250.00	\$ 25.00	131,250.00	
C-2	Dredging and Disposal - Over Dredge	1,300	CY	\$ 15.00	\$19,500.00	\$ 1.00	1,300.00	\$ 0.50	650.00	
C-3	Construction and Dredge Survey	1	LS	N/A	\$20,117.00	N/A	30,000.00	N/A	13,000.00	
Total for Add. Alt. 2					\$131,492.00		\$162,550.00		\$144,900.00	

Summary of Proposals Received				Project: Small Boat Harbor - Dredging							
Bid Opening				Contract No. 15-310-6442							
Date: February 10, 2017 at 2:00pm				Project No. 1262							
Place: Capital Facilities Conference Room				Pacific Pile & Marine LP		Western Marine Construction, Inc.		Harris, Sand & Gravel, Inc.			
Bid Item	Description	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total		
D-1	Cobbles	300	CY	\$ 85.00	\$25,500.00	\$ 200.00	60,000.00	\$ 65.00	19,500.00		
D-2	Dredging and Unconfined Offshore Disposal - Vessel Grid	350	CY	\$ 50.00	\$17,500.00	\$ 100.00	35,000.00	\$ 60.00	21,000.00		
D-3	Construction and Dredge Survey	1	LS	N/A	\$250.00	N/A	10,000.00	N/A	13,000.00		
Total for Add. Alt. 3					\$43,250.00		\$105,000.00		\$53,500.00		
Addendum(s) Acknowledged					✓		✓		✓		
Bid Bond					✓		✓		✓		
Alaska Contractor License					✓		✓		✓		
Alaska Business License					✓		✓		✓		
		Engineer's Estimate		Pacific Pile & Marine LP		Western Marine Construction, Inc.		Harris, Sand & Gravel, Inc.		Harris, Sand & Gravel, Inc. Local Bidder Adjustment	
Base Bid + Add. Alt. 1 + Add. Alt. 2 + Add. Alt. 3		\$ 636,450.00		\$936,919.00		\$1,371,000.00		\$991,875.00		\$941,875.00	
Base Bid + Add. Alt. 1 + Add. Alt. 2		\$ 624,700.00		\$893,669.00		\$1,266,000.00		\$938,375.00		\$888,375.00	
Base Bid + Add. Alt. 1		\$ 512,750.00		\$762,177.00		\$1,103,450.00		\$793,475.00		\$743,475.00	
Base Bid		\$ 320,900.00		\$543,379.00		\$753,600.00		\$534,500.00		\$484,500.00	
The bid totals are subject to correction after the bids have been completely reviewed.											
Totals have been reviewed		<input checked="" type="checkbox"/>		I hereby certify that the above is a true and correct summary of proposals received.							
Totals have been corrected		<input type="checkbox"/>		2/14/2017 R&M CONSULTANTS, INC. Project Manager							







1 SITE PLAN

Scale: 1"=100'

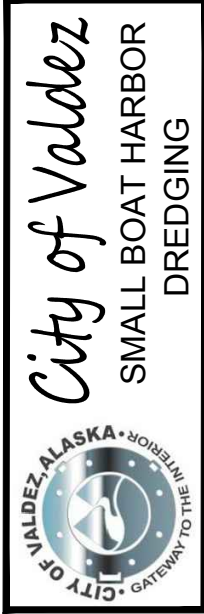
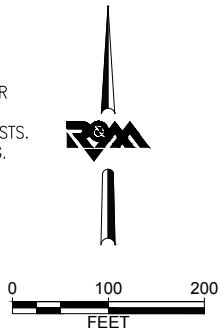
- NOTES:

1. HYDROGRAPHIC SURVEY INFORMATION FROM ETRAC INC. SURVEY DATA COLLECTION JUNE 19-21, 2015 FOR THE USACE.
2. ALL DREDGING VOLUMES ARE ROUNDED UP TO NEAREST 50 CY.
3. LOCATION OF USACE ENTRANCE CHANNEL BREAKWATER ARMOR ROCK SLOPE IS ESTIMATED.
4. DREDGING IN A MANNER THAT UNDERMINES USACE BREAKWATER ARMOR ROCK SHALL NOT BE ALLOWED. NOTIFY ENGINEER IMMEDIATELY IF CONFLICT BETWEEN DREDGE PLAN AND ARMOR ROCK BREAKWATER EXISTS.
5. NO DREDGING WITHIN 50 FEET EITHER SIDE OF WATER MAIN CROSSING. CONTRACTOR SHALL FIELD LOCATE WATER MAIN PRIOR TO DREDGING.

LEGEND

DESCRIPTION	PROPOSED
ENTRANCE CHANNEL	
BASIN	
HARBOR CHANNEL	
VESSEL GRID	
SAMPLING LOCATION	☒ RM16-X

DREDGE VOLUME			
	DESCRIPTION	AREA AT DREDGE -15' MLLW (SF)	DREDGE -15' MLLW (CY)
BASE BID	ENTRANCE CHANNEL	227,868	9,700
ALTERNATE 1	HARBOR CHANNEL	102,062	9,800
ALTERNATE 2	BASIN	67,815	5,250
ALTERNATE 3	VESSEL GRID	4,377	350
	TOTAL	402,122	25,100

[illegible]

Drawn By: SL/BP	Checked By: KN
Date: JANUARY 4, 2017	
Phase: BID DOCUMENTS	
Project No: 2335.01	
SHEET TITLE: SITE PLAN	

SHEET NO:
4 OF 22
G3.0

CITY OF VALDEZ, ALASKA

ORDINANCE NO. 17-03

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VALDEZ,
ALASKA AMENDING TITLE 9 PUBLIC PEACE AND WELFARE OF THE
VALDEZ MUNICIPAL CODE

WHEREAS, Senate Bill 91 was adopted by the Alaska legislature thereby reducing the class of crimes for certain offenses, changing certain offenses from crimes to minor offenses, and placing the prosecutorial burden with municipalities; and

WHEREAS, amendments to Title 9 related to public peace and welfare are necessary for the efficient administration of justice in the City of Valdez; and

WHEREAS, a legal review of Title 9 provided amendments for the purpose of conformance with state law.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA that the following amendments are made to Title 9 of the Valdez Municipal Code:

Section 1: Title 9 of the Valdez Municipal Code is hereby amended to read as follows:

Title 9

PUBLIC PEACE AND WELFARE

Chapters:

- 9.04 General Provisions**
- 9.08 Offenses by or Against Public Officers and Government**
- 9.12 Offenses Against Public Peace and Decency**
- 9.16 Theft and Related Offenses**
- 9.20 Offenses Relating to Property**
- 9.24 Offenses by or Against Minors**
- 9.28 Controlled Substances**
- 9.32 Weapons**
- 9.36 Emergency Preparedness**
- 9.38 Trapping**

Chapter 9.04

GENERAL PROVISIONS

Sections:

9.04.010 Definitions—Conformance with state law.

9.04.020 Illegal acts generally.

9.04.010 Definitions—Conformance with state law.

Except as otherwise provided, the Alaska Statutes relating to the provisions of this title shall apply and are hereby incorporated by reference as though fully set forth herein.

9.04.020 Illegal acts generally.

A. No person shall do any of the following:

1. Solicit a person for the purpose of committing any illegal act;
2. Engage in any illegal occupation or business;
3. Attend or frequent any place in which an illegal business is permitted or conducted.

B. Voluntary intoxication is not a defense to a prosecution for an offense. Evidence of voluntary intoxication is admissible solely on the issue of whether or not the defendant actually formed a required specific intent. ~~but evidence that the defendant was intoxicated may be offered whenever it is relevant to negate an element of the offense that requires that the defendant intentionally cause a result.~~

Chapter 9.08

OFFENSES BY OR AGAINST PUBLIC OFFICERS AND GOVERNMENT

Sections:

9.08.010 False alarms prohibited.

9.08.020 False reports.

9.08.030 Resisting arrests—Aiding escapes from police custody—Impersonation of police officers.

9.08.040 Escapes from jail.

9.08.050 Misuse of the 911 or emergency call system.

9.08.060 Violation – Penalty.

9.08.010 False alarms prohibited.

No person shall maliciously turn in or cause to be turned in a false fire alarm.

9.08.020 False reports.

No person shall register, make, render or report any false alarm, report or complaint to the fire department, police department or any other city department knowing such alarm, report or complaint to be false. No person shall obtain the assistance of the fire department, police department or any other city department including, but not limited to, the city ambulance, through the making of a false report or request, knowing such report or request to be false.

9.08.030 Resisting arrests—Aiding escapes from police custody—Impersonation of police officers.

No person shall do any of the following:

- A. Resist arrest by a police officer or assist a person in custody of a police officer to escape;
- B. Impersonate a police officer or, without authority, attempt to exercise his powers.

9.08.040 Escapes from jail.

No person, who has been confined to the city jail, or any city institution provided for prisoners, shall escape from such jail or institution. It shall be unlawful for any person to aid or abet or in any way contribute in any manner to the aid of any person to escape or attempt to escape from such city jail or institution provided for prisoners.

9.08.050 Misuse of the 911 or emergency call system.

It shall be unlawful for any person to make a request for emergency response services using the 911 or any emergency call system when no actual emergency exists and when the caller does not have a good faith basis to request emergency assistance.

9.08.060 Violation-Penalty

Upon citation under 9.08.010 – 9.08.050 court appearance is mandatory.

Chapter 9.12

OFFENSES AGAINST PUBLIC PEACE AND DECENCY

Sections:

- 9.12.010 Offenses against the peace—Disorderly conduct.
- 9.12.020 Vagrancy.
- 9.12.030 Loitering, etc., on school grounds.
- 9.12.040 ~~Registration of hotel guests—Occupancy of hotel rooms.~~
- 9.12.050 Gambling.
- 9.12.060 ~~Forfeiture of gambling-related items.~~
- 9.12.070 Fireworks, explosives, stench bombs.
- 9.12.080 Invasive viewing prohibited. ~~Offenses against decency—Generally.~~
- 9.12.090 Prostitution, lewdness, assignation, etc.

9.12.010 Offenses against the peace—Disorderly conduct.

A. A person commits the crime of disorderly conduct if:

1. With intent to disturb the peace and privacy of another not physically on the same premises or with reckless disregard that the conduct is having that effect after being informed that it is having that effect, the person makes unreasonably loud noise;
2. In a public place or in a private place of another without consent, and with intent to disturb the peace and privacy of another or with reckless disregard that the conduct is having that effect after being informed that it is having that effect, the person makes unreasonably loud noise;
3. In a public place, when a crime has occurred, the person refuses to comply with a lawful order of a peace officer to disperse;
4. In a private place, the person refuses to comply with an order of a peace officer to leave premises in which the person has neither a right of possession nor the express invitation to remain of a person having a right of possession;
5. In a public or private place, the person challenges another to fight or engages in fighting other than in self-defense;
6. The person recklessly creates a hazardous condition for others by an act which has no legal justification or excuse; or
7. The offender intentionally exposes the offender's buttock or anus to another with reckless disregard for the offensive or insulting effect the act may have on that person.

B. As used in this section, "noise" is "unreasonably loud" if, considering the nature and purpose of the defendant's conduct and the circumstances known to the defendant,

including the nature of the location and the time of day or night, the conduct involves a gross deviation from the standard of conduct that a reasonable person would follow in the same situation. "Noise" does not include speech that is constitutionally protected.

C. Violation of this section is punishable by a fine of fifty dollars for a first violation, one hundred dollars for a second violation, two hundred dollars for a third violation, and four hundred dollars for a fourth and each subsequent offense.

9.12.020 Vagrancy.

It is unlawful for any person to occupy, lodge or sleep in any vacant or unoccupied barn, garage, shed, shop, washroom, or other building or structure other than such as is kept for lodging purposes, or on any lot, beach, sidewalk or other real property, or in any automobile, truck, bus, or other vehicle, without owning the same or without permission of the owner or person entitled to the possession thereof.

9.12.030 Loitering, etc., on school grounds.

It is unlawful for any person to loiter, idle or wander in, about or on any public, private or parochial school grounds or buildings, either on foot or in or on any vehicle, without having some lawful business therein or thereabout, or in connection with such school or the employees thereof, or for any person to do any of the following:

A. Disrupt or otherwise prevent the orderly conduct of classes and activities of any such school;

~~B. Disrupt, assault or molest any student or employee of any such school while in any such school building or on any school grounds;~~

~~B~~C. Conduct themselves ~~himself~~ in a loud, wanton or lascivious manner in speech or behavior in or about any such school building or school grounds;

~~D. Park or move a vehicle in the immediate vicinity of, or on the grounds of, any such school for the purpose of disrupting or molesting the students or employees thereof or in an effort to induce, entice or invite students into such vehicle for illegal purposes.~~

C. Violation of this section is punishable by a fine of fifty dollars for a first violation, one hundred dollars for a second violation, two hundred dollars for a third violation, and four hundred dollars for a fourth and each subsequent offense.

~~9.12.040 Registration of hotel guests—Occupancy of hotel rooms.~~

~~A. All hotel guests, roomers and lodgers shall register their names and addresses with the person in charge for registering guests.~~

~~B. No person shall, in registering as required in this section, use any name other than his own full correct name with the intent to commit an illegal act or escape punishment for committing an illegal act.~~

~~C. For the purpose of this section, "hotels" means and includes all public lodging places, including but not limited to hotels, motels, lodging houses, boardinghouses and rooming houses.~~

~~D. The requirements of this section shall not apply to victims of domestic violence or lodging places provided to victims of domestic violence. (Ord. 14-06 § 1 (part); prior code § 17-2)~~

9.12.050 Gambling.

A. The provisions of Title 11, of the Alaska Statutes relating to gambling are hereby incorporated by reference as though fully set forth herein. A person engaged in unlawful gambling shall be guilty of a minor offense punishable by a fine not to exceed one thousand dollars. Upon citation under this section court appearance is mandatory. ~~No person shall receive or accept any money or thing of value with the agreement or understanding that any money or thing of value will be paid or delivered to any person where such payment or delivery is or will be contingent upon the result of any race, contest, game, mechanical device or upon the happening of any event not known by the parties to be certain. The term "thing of value," as used in this section, shall include everything having value whether intrinsic or not.~~

~~1. It shall not be a violation of this section to conduct raffles, bingo, ice pools and related activities of a bona fide nonprofit nature under a valid and existing permit issued pursuant to law by the Department of Revenue of the state. The burden of proving that the act complained of falls within the exception noted in this subdivision shall be upon the person charged.~~

~~2. No person shall attend or frequent or invite another to attend or frequent any place where gambling is permitted or any place operated or occupied as a common gambling house or room.~~

~~3. No person shall have in his possession any policy or pool tickets; any slips or checks or memoranda of any combination or bet; any policy or pool books or sheets; or any policy wheel, implement, apparatus or material of any form of gambling or lottery.~~

~~4. No person shall maintain a gambling or lottery room; policy wheel or gaming table of any game of skill or chance, or partly of skill and partly of chance, used for gaming, or permit the same on any premises occupied or controlled by him.~~

~~B. It shall be an affirmative defense to violation under this section that the gambling activity giving rise to the charge was a social game. It shall be a separate affirmative defense that the activity was limited to card games and did not involve sale of alcoholic beverages, and was not open to the public, and the premises were not used for aiding or abetting any illegal activities. (Ord. 14-06 § 1 (part); prior code § 17-18)~~

~~9.12.060 Forfeiture of gambling-related items.~~

~~A.— All gambling implements, accessories or paraphernalia, and all other items used or intended to be used in gambling or any gambling-related activity are subject to seizure by any police or other agency of the United States, the state of Alaska or the city, and forfeiture to the city. “Gambling” is those activities set forth in Section 9.12.050, or as defined by any other applicable law of the United States or the state. Gambling-related activities are those which support or encourage gambling, including those which make the gambling location more hospitable and comfortable.~~

~~Forfeiture under this section encompasses, but is not limited to, the following:~~

- ~~1.— All gambling implements;~~
- ~~2.— All items used to make the gambling area more pleasant or hospitable, such as food, drink and cigarettes;~~
- ~~3.— All monies, negotiable instruments, and any other things used or intended to be used or wagered in gambling or gambling-related activities, including all monies in the control of the players or operators, and the casino bank; and~~
- ~~4.— All other items used or intended to be used in gambling, or gambling-related activity, even though not specifically enumerated.~~

~~B.— All items listed in subsection A of this section shall be forfeited to the city. All items which have only gambling-related uses shall be destroyed, sold, or otherwise disposed of, as may be in the public interest depending upon the particular item involved. All checks, drafts, and other negotiable instruments shall be converted immediately to cash. All moneys seized, or derived from the sale of property seized or conversion of negotiable instruments, shall be deposited in the general or other fund of the city.~~

~~C.— All items listed in subsection A of this section may be forfeited to the city regardless of whether the property was seized by police officers of the United States, the state or the city, acting under the authority of United States, Alaska, or Valdez law, or the property came under the jurisdiction or control of the city in any other manner.~~

~~D.— The forfeiture of gambling-related items to the city is a remedy of the city directed at the items themselves, and is entirely independent of the rights or criminal or civil liabilities of any of the participants involved in the gambling or gambling-related activity. Accordingly, the items listed in subsection A of this section may be forfeited to the city without regard to the particular charges and dispositions involving the participants.~~

~~This remedy is civil rather than criminal, and is to be construed and applied in accord with the laws and rules pertaining to civil actions.~~

~~E.— This section applies to all property seized within the city presently in the custody of the Alaska or city police departments or other law enforcement agencies, or presently in the custody of any court, or which may come into the custody of any of these at any~~

time in the future. This section also applies to all property coming into the custody of the city, regardless of where seized. (Ord. 14-06 § 1 (part); prior code § 17-18.1)

9.12.070 Fireworks, explosives, stench bombs.

A. Use of fireworks is prohibited at all times except ~~permitted~~ from ten p.m. on July 3rd to eleven-fifty-nine p.m. on July 4th, and from ten p.m. on December 31st to eleven-fifty-nine p.m. on January 1st of each year subject to provisions of Section 8.20.050.

B. The sale of fireworks to any person under the age of 18 is prohibited. It is unlawful for persons under 18 years of age to purchase fireworks. Purchasers of fireworks must show proof of age upon request by seller.

C. It is unlawful for any person to negligently or unlawfully discharge fireworks in a manner that could reasonably cause harm to life and property.

D. It is unlawful for any person under the influence of alcohol or a controlled substance to discharge fireworks.

E.B. The chief of police may revoke permission whether expressly given or implied under this section where the health and safety of a person may be endangered.

F. Violation of A –B of this section is punishable by a \$100.00 fine. Violation of C –D of this section is punishable by a \$300.00 fine.

9.12.080 Invasive viewing prohibited. Offenses against decency—Generally. ~~No person shall do any of the following:~~

~~A. Engage in invasive viewing.~~

A4. It is unlawful for any person to look into the windows or doors of any dwelling or building in the city in such a manner as would be likely to interfere with the occupant's reasonable expectation of privacy and without the occupant's express or implied consent.

B2. It is unlawful for any person to use any camera, videotape, photo-optical, photoelectric or any other image recording device for the purpose of secretly photographing, filming, or videotaping a person present in a dwelling or other building, if that person:

1a. Is in a private area out of public view; or

2b. Has a reasonable expectation of privacy; or

3e. Has not consented to the observation.

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

9.12.090 Prostitution, lewdness, assignation, etc.

A. "Prostitution" means the giving or receiving of the body for sexual intercourse for hire. "Lewdness" means any indecent or obscene act. "Assignation" means the making of any appointment or engagement for prostitution or lewdness or any act in furtherance of such appointment or engagement.

B. No person shall engage in prostitution, lewdness or assignation.

C. No person shall solicit, induce, entice, invite, compel, force, require or procure another to commit an act of lewdness, assignation or prostitution.

D. No person shall maintain or operate any place, house, building, other structure or part thereof or vehicle or trailer used for the purpose of lewdness, assignation or prostitution, or let, lease or rent any such place, premises or conveyance or part thereof to another with knowledge or reasonable cause to believe that the intention of the lessee is to use such place, premises or conveyance for prostitution, lewdness or assignation.

E. No person shall offer, or offer to secure, another for the purpose of prostitution, or for any other lewd or indecent act.

F. No person shall direct, take or transport, or offer or agree to take or transport, or aid or assist in transporting, another to any house, place, building, other structure, vehicle, trailer or to any other person with knowledge or reasonable cause to believe that the purpose of such directing, taking or transporting is prostitution, lewdness or assignation.

G. No person shall knowingly accept, receive, levy or appropriate any money or other thing of value without consideration from a prostitute or from the proceeds of any woman engaged in prostitution.

H. No person shall attend or frequent, reside in, enter or remain in any house, place, building or other structure, or enter or remain in any vehicle or trailer for the purpose of prostitution, lewdness or assignation.

I. No person shall attend or frequent, reside in, enter or remain in any place where prostitution, lewdness or assignation is practiced, encouraged or allowed.

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

Chapter 9.16

THEFT AND RELATED OFFENSES

Sections:

9.16.010 Issuing checks on insufficient funds.

Ordinance No. 17-03

Page 9

Redline indicates additions/~~Strikethrough indicates deletions~~

- 9.16.020 Theft Obtaining money, property, etc., by false pretenses.
9.16.030 Concealment of merchandise.
9.16.040 Fraudulent use of an access device.

9.16.010 Issuing a bad check ~~checks on insufficient funds.~~

A. A person commits the crime of issuing a bad check if the person issues a check knowing that it will not be honored by the drawee. ~~No person shall make, draw, utter or deliver any check, draft or order for the payment of money upon any bank or other depository, knowing at the time of such making, drawing, uttering or delivering that the maker or drawer has not sufficient funds in, or credit with, such bank or other depository for the payment of such check, draft or order in full, upon its presentation, and without fully informing the payee of such check, draft or order, or the person to whom it is delivered, at the time of the making, uttering, drawing or delivering such check, draft or order that the maker or drawer has not sufficient funds in or credit with such bank or other depository for the payment of such check, draft or order, in full, upon presentation; or, any person who having such funds or credits at the time of making, drawing, uttering or delivering such check, draft or order sufficient for the payment of the same, has knowingly drawn, made, uttered or delivered other checks, drafts or orders which, if presented in due course, would have exhausted such funds or credits, or knowing at the time of the making, uttering, issuing or delivering of such check, draft or order, that for other reasons such funds or credits would be exhausted by the time such check, draft or order would be presented; or, any person who shall knowingly, after drawing, making, uttering or delivering such check, draft or order, by any means, exhaust the funds or credits upon which such check, draft or order is drawn before it is presented for payment.~~

B. In a prosecution under this section, it is prima facie evidence that the drawer knew the check would not be honored by the drawee if: ~~As against the maker or drawer thereof, the making, drawing, uttering or delivering of a check, draft or order, payment of which is refused by the drawee, shall be prima facie evidence of knowledge of insufficient funds in or credit with such bank or other depository; provided, that such maker or drawer shall not have paid the drawee thereof the amount due thereon, together with all costs and protest fees, within two days after receiving notice that such check, draft or order has not been paid by the drawee.~~

1. Payment of the check was refused by the drawee for lack of funds upon presentation within 30 days after issue, and the drawer failed to make full satisfaction of the amount due within 15 days after notice of dishonor was deposited as first class mail, addressed to the drawer at the address appearing on the dishonored check or the drawer's last known address; or

2. The drawer had no account with the drawee at the time the check was issued.

C. In this section: ~~The word "credit" as used in this section shall be construed to mean an arrangement or understanding with the bank or depository for the payment of such check, draft or order.~~

1. "Amount due" means the face amount of the dishonored check plus all costs and protest fees assessed by the drawee;

2. "Check" means a draft, check, or similar sight order for the payment of money, but does not include a postdated check or a promissory note;

3. A person "issues" a check when as a drawer the person delivers it or causes it to be delivered to a person who thereby acquires a right against the drawer with respect to the check; a person who draws a check with the intent that it be so delivered is considered to have issued it if the delivery occurs.

D. Violation of this section is punishable by a minimum fine of one hundred dollars. Upon citation under this section court appearance is mandatory.

9.16.020 Theft. Obtaining money, property, etc., by false pretenses.

~~No person shall obtain money, property or other thing of value, including, but not limited to, the use of coin vending devices or the use of any public utility service, by false pretenses or representations, or the use of any device or means by which the use of any such machine or service is secured without paying or contracting to pay the established consideration therefor or the consideration for the use thereof is charged to another person without the authorization or subsequent consent of such person.~~

A. A person commits theft if:

1. With intent to deprive another of property or to appropriate property of another to oneself or a third person the person obtains the property of another;

2. The person commits theft of lost or mislaid property under AS 11.46.160;

3. The person commits theft by deception under AS 11.46.180;

4. The person commits theft by receiving under AS 11.46.190;

5. The person commits theft of services under AS 11.46.200;

6. The person commits theft by failure to make required disposition of funds received or held under AS 11.46.210.

B. Violation of this section is punishable by a minimum fine of one hundred dollars. Upon citation under this section court appearance is mandatory.

9.16.030 Concealment of merchandise.

A. A person commits the crime of concealment of merchandise if without authority the person knowingly conceals on or about the person the merchandise of a commercial establishment, not purchased by the person, while still on the premises of the

commercial establishment, with intent to deprive the owner of the merchandise or with intent to appropriate the merchandise.

B. Merchandise found concealed upon or about the person which has not been purchased by the person is prima facie evidence of a knowing concealment.

C. Violation of this section is punishable by a minimum fine of one hundred dollars. Upon citation under this section court appearance is mandatory.

9.16.040 Fraudulent use of an access device.

A. A person commits the crime of fraudulent use of an access device if, with intent to defraud, the person uses an access device to obtain property or services with knowledge that the access device is stolen or forged; the access device is expired or has been revoked or cancelled; or for any other reason, that person's use of the access device is unauthorized by either the issuer or the person to whom the access device is issued.

B. Violation of this section is punishable by a minimum fine of one hundred dollars. Upon citation under this section court appearance is mandatory.

Chapter 9.20 OFFENSES RELATING TO PROPERTY

Sections:

9.20.010 Generally.

9.20.020 Disposal of abandoned, found or stolen property—Returning unclaimed property to finder.

9.20.030 Criminal trespass.

9.20.010 Generally.

No person shall do any of the following:

A. Maliciously destroy or injure any public property or any private property not his own;

B. Drive a vehicle not his own without the owner's consent;

~~C. Trespass upon the private property of another without his consent;~~

~~D. Steal any property of a value not exceeding one hundred dollars; provided, that the city may, at its option, treat as petit larceny the theft of a sum greater than one hundred dollars;~~

CE. Interfere with, obstruct, mutilate, conceal or tear down any official notice or placard posted by any city officer without permission from such officer;

DF. Willfully obstruct the free passage of or injure or deface public streets, highways, sidewalks or alleys by digging or breaking or by placing objects in such streets, highways, sidewalks and alleys without proper authority from the city official in charge of such streets, highways, sidewalks or alleys;

EG. Willfully remove, throw down, destroy, extinguish or carry away any light, obstruction, guard or other similar article or thing erected or placed on any highway, street, alley, avenue or bridge for the purpose of guarding or enclosing unsafe or dangerous places without the consent of the person in control of that safeguard or danger signal;

FH. Willfully damage, remove or carry away fire hydrants, hydrant caps, sewer caps, manhole covers or any other part of the city water, sewer or fire protection systems;

GI. Create any obstruction or blockage in any pipe, drain or gutter that may hinder the passage of water in, to or from the city water, sewer or fire protection systems;

HJ. Harvest live trees on municipal public property with the following exceptions:

1. City of Valdez employees or contractors directed to do so in order to maintain public rights-of-way, easements, recreational trails, snow lots, municipal infrastructure; or in preparation for public construction; or in defense of public health and safety;
2. Employees and contractors of utility companies working within designated easements, or where permission has been granted by the city, in the installation, repair or replacement of utilities;

IK. Harvest dead fallen or standing trees on municipal public property without a valid wood harvesting permit issued by the city.

J. Upon citation under A - G of this section court appearance is mandatory. Violation of H or I of this section is punishable by a fine of fifty dollars for a first violation and one hundred dollars for each subsequent violation. Upon citation under H or I of this section court appearance is optional.

9.20.020 Disposal of abandoned, found or stolen property—Returning unclaimed property to finder.

A. Disposable Property. Except as otherwise required by law, the following property in possession of the police department may be disposed of as provided in this chapter:

1. Property collected as evidence and not claimed by the owner within thirty days after final disposition (including appeal proceedings) of the criminal case to which it pertains;
2. Property voluntarily tendered or found and delivered to the police department and not claimed by the owner within thirty days thereafter;

3. Stolen property recovered by the police department and not claimed by the owner within thirty days after such recovery. The term “disposable property,” as used in this chapter, does not include a motor vehicle which has been impounded for any reason.

B. Notice of Possession and Sale of Unclaimed Property.

1. The chief of police shall publish in a newspaper of general circulation in the city for two consecutive weeks a notice of possession of disposable property valued in excess of two hundred fifty dollars. At approximately the same time as the first publication, the chief of police shall send copies of the notice by certified mail (return receipt requested) to the last known owner and to the finder, if any, at their respective last known addresses, if reasonably ascertainable;

2. Every notice of possession and sale of unclaimed property mailed or published pursuant to this section shall contain:

a. A general description of the property;

b. The appropriate date the police department first obtained possession of the property;

c. A provision that unclaimed property will be sold at public auction or by competitive bid and the proceeds will be forfeited to the city;

i. If unclaimed property is to be sold at public auction, the notice may contain the date and time of the auction;

ii. If unclaimed property is to be sold by competitive bid, the notice may contain dates and times for viewing items to be sold and the deadline for submitting sealed bids;

d. A provision that unclaimed property, if money, will be forfeited to the city;

e. A provision that the property must be claimed by the owner within fifteen days after the last date on which the notice is published; and

f. A provision that the finder will forfeit all right, title, interest and claim in and to found property or money unclaimed by the owner unless the finder files a written request with the police department for return of the unclaimed property within fifteen days after the last date on which the notice is published.

C. Disposition Generally. If the property is unclaimed by the owner after the publication and mailing of the notice of possession and the expiration of the time periods set forth in this chapter, the property shall be disposed of as follows:

1. Found property, including money, shall be returned to the finder, if any, upon condition that a request for such return has been received by the police department;

2. All property, other than money, which is not addressed by subsection (C)(1) of this section shall be subject to a claim by the chief of police that retention of such property

for use by the city will serve the public interest. Firearms shall be disposed of as provided in AS 18.65.340.

D. Exceptions to Public Auction Requirement.

1. Property, not collected as evidence, valued at less than two hundred fifty dollars may be returned to the finder, if any, or donated to a nonprofit organization or otherwise used for city or public purposes if any known owner has been notified by certified letter and the property remains unclaimed for thirty days after the notification is sent. Property not collected as evidence, that is damaged, or in a state of disrepair where the cost to repair exceeds the value of the property, may be disposed of in any manner once any known owner has been notified by certified letter and the property remains unclaimed thirty days after the notification is sent;

2. Property determined by the chief of police to be perishable, or to constitute an immediate danger to the public, may be disposed of immediately in any manner without notice of sale. Proceeds of any such disposition shall be forfeited to the city;

3. Notwithstanding any other provision, property exceeding two hundred fifty dollars in value may be disposed of other than by competitive bid or public auction; provided, that any such noncompetitive disposition is made pursuant to a request submitted to the city manager for review and recommendation to the city council for approval. The city council shall consider the monetary loss to the city and determine whether such disposition is in the public interest.

E. Fees, Expenses. Before returning property, including money, to a finder, owner or highest bidder, the chief of police may require a reasonable fee from the person receiving the property for the costs of notice, publication, auction and other expenses attributable to the property or money delivered.

9.20.030 Criminal trespass.

A. It is unlawful for a person to:

1. Without having been expressly or by implication invited to do so, enter or remain in or upon the premises or motor vehicle of another when the premises or motor vehicle, at the time of such entry or remaining, is not open to the public or when such person is not otherwise licensed or privileged to do so;

2. Fail to immediately leave a private place or premises which are open to the public after being lawfully directed to do so by the person in charge;

3. Knowingly enter a private property, private business or commercial property in violation of a posted sign;

4. Enter or remain on premises open to the public within twenty-four hours of having been lawfully directed to leave such premises by the owner or person in charge unless an express invitation or permission to return to such premises has been given by the

owner or any person in charge, or at any time, to enter or to remain on premises open to the public after having been lawfully ordered in writing not to enter such premises by the owner or person in charge unless the express invitation or permission to return to such premises has been given by the owner or any person in charge.

B. The following phrases used in this section have the meaning given as follows:

A person is “lawfully directed” to leave premises that are open to the public if he has been directed to do so for any reason that is not prohibited by law.

“Open to the public” means premises which by their physical nature, function, custom, usage, notice, or lack thereof, or other circumstances at the time would cause a reasonable person to believe that no permission to enter or remain is required.

“Person in charge” means a person, his representative or employee who has lawful control of premises by ownership, tenancy, official position, position of employment or other legal relationship. The person in charge of a retail business establishment includes the owner, manager or other employee who has the authority or duty at the time to supervise the operation or security of the establishment. Any officer, head of a department or employee of the municipality having supervisory authority or an employee designated by any of the foregoing is, with respect to persons other than his superiors or other department heads, the person in charge of municipally owned premises on or in which he or his subordinates exercise their official responsibilities.

“Premises” includes but is not limited to land, buildings, facilities, parking lots, docks, sidewalks, roads and recreational areas including lakes, ponds, hiking/skiing trails, campgrounds and parks.

C. Nothing in this section shall be construed to require the person in charge of any premises to give a person a reason for requesting the person to leave the premises; provided, however, the person in charge shall state such reason to a responding peace officer upon request.

D. Violation of this section is punishable by a minimum fine of one hundred dollars. Upon citation under this section court appearance is mandatory. ~~Criminal trespass is subject to the penalties set forth in Section 1.08.010:~~

~~1. A Class A misdemeanor if:~~

~~a. The premises entered or remained upon are a dwelling; or~~

~~b. The person enters or remains on the premises with intent to commit a crime thereon.~~

~~2. A Class B misdemeanor if the premises entered or remained upon are not a dwelling. (Ord. 14-06 § 1 (part); Ord. 00-01 § 1. Formerly 9.20.050)~~

Chapter 9.24 OFFENSES BY OR AGAINST MINORS

Sections:

9.24.010 Curfew for minors.

9.24.020 Possession, control, or consumption by persons under 21.

9.24.030 Possession of tobacco by persons under nineteen.

9.24.0420 Abuse of, endangering.

9.24.0530 Abuse—Reports to be kept confidential.

9.24.0640 Sale of firearms to.

9.24.0750 Sale of tobacco cigarettes to.

9.24.0860 Drunkenness, improper conduct, etc., in presence of.

9.24.010 Curfew for minors.

A. Purpose. The purpose of this section is to: (1) promote the general welfare and protect the general public through the reduction of juvenile violence and crime within the city; (2) promote the safety and wellbeing of the city's youngest citizens, persons under the age of eighteen, whose inexperience renders them particularly vulnerable to becoming participants in unlawful activities, and to being victimized by older perpetrators of crime; and (3) foster and strengthen parental responsibility for children.

B. Definitions. As used within this section, the following words and phrases shall have the meanings ascribed to them in this subsection:

"Curfew hours" are as follows:

1. Sunday through Thursday beginning at eleven-one p.m. and ending at five a.m. the following morning; and
2. Beginning at twelve-one a.m. and ending at five a.m. on Saturday and Sunday morning.
3. June 1st through August 31st curfew hours shall begin at twelve-one a.m. and end at five a.m. every day of the week.

"Emergency" means unforeseen circumstances, or the status or conditions resulting therefrom, requiring immediate action to safeguard life, limb or property. The term

includes, but is not limited to, fires, natural disasters, automobile accidents or other similar circumstances.

“Establishment” means any privately owned place of business within the city operated for a profit, to which the public is invited, including, but not limited to, any place of amusement or entertainment.

With respect to such establishment, the term “operator” shall mean any person, and any firm, association, partnership (and the members or partners thereof) and/or any corporation (and the officers thereof) conducting or managing that establishment.

“Minor” means any person under eighteen years of age who is not married and has not been emancipated pursuant to state law.

“Officer” means a police or other law enforcement officer charged with the duty of enforcing the laws of the state of Alaska and/or the ordinances of the city.

“Parent” means:

1. A person who is a minor’s biological or adoptive parent and who has legal custody of a minor (including either parent, if custody is shared under a court order or agreement);
2. A person who is the biological or adoptive parent with whom a minor regularly resides;
3. A person judicially appointed as a legal guardian of the minor; and/or
4. A person eighteen years of age or older standing in loco parentis (as indicated by the authorization of an individual listed in subsection(s) (1), (2) or (3) of this definition, for the person to assume the care or physical custody of the child, or as indicated by any other circumstances).

“Person” refers to an individual, not to any association, corporation, or any other legal entity.

“Public place” means any place to which the public or a substantial group of the public has access, including, but not limited to: streets, highways, roads, sidewalks, alleys, avenues, parks, private residences left open to the public without the presence of adult supervision, and/or the common areas of schools, hospitals, apartment houses, office buildings, transportation facilities and shops.

“Remain” refers to the following actions:

1. To linger or stay at or upon a place; and/or
2. To fail to leave a place when requested to do so by an officer or by the owner, operator or other person in control of that place.

“Special events” means and includes, but shall not be limited to, civic, religious and school events.

“Temporary care facility” means a nonlocked, nonrestrictive shelter at which minors may wait, under visual supervision, to be retrieved by a parent. No minor waiting in such facility shall be handcuffed and/or secured (by handcuffs or otherwise) to any stationary object.

C. Prohibitions.

1. It is unlawful for a minor, during curfew hours, to remain in or upon any public place within the city, to remain in any motor vehicle operating or parked therein or thereon, or to remain in or upon the premises of any establishment within the city, unless:

- a. The minor is accompanied by a parent; or
- b. The minor is involved in an emergency; or
- c. The minor is engaged in an employment activity, or is going to or returning home from such activity, without detour or stop; or
- d. The minor is on the sidewalk directly abutting a place where he or she resides with a parent; or
- e. The minor is attending an activity sponsored by a school, religious, or civic organization, by a public organization or agency, or by another similar organization or entity, which activity is supervised by adults, and/or the minor is going to or returning from such an activity without detour or stop; or
- f. The minor is on an errand at the direction of a parent, and the minor has in his or her possession writing signed by the parent containing the following information: the name, signature, address and telephone number of the parent authorizing the errand, the telephone number where the parent may be reached during the errand, the name of the minor, and a brief description of the errand, the minor’s destination(s) and the hours the minor is authorized to be engaged in the errand; or
- g. The minor is involved in interstate or intrastate travel with the consent of the minor’s parent, and the minor has in his or her possession writing signed by the parent containing the following information: the name, signature, address and telephone number of the parent authorizing the travel, the telephone number where the parent may be reached during the travel, the name of the minor, and a brief description of the travel, the minor’s destination(s) and the hours the minor is authorized to be engaged in the travel; or
- h. The minor is exercising First Amendment rights protected by the Alaska and United States Constitutions, such as the free exercise of religion, freedom of speech and the right of assembly.

2. It is unlawful for a minor's parent to knowingly permit, allow or encourage such minor to violate this section.
3. It is unlawful for a person who is the owner or operator of any motor vehicle to knowingly permit, allow or encourage a violation of this section.
4. It is unlawful for the operator of any establishment, or for any person who is an employee thereof, to knowingly permit, allow or encourage a minor to remain upon the premises of the establishment during curfew hours. It shall be a defense to prosecution under this subsection that the operator or employee of an establishment promptly notified the police department that a minor was present at the establishment after curfew hours and refused to leave.
5. It is unlawful for any person (including any minor) to give a false name, address or telephone number to any officer investigating a possible violation of this section.
6. The police chief shall have the discretionary authority to extend the curfew for a specified period of time for special events if the sponsor of the event has requested the extension, in writing and giving reasons therefor, at least forty-eight hours before the event.

D. Enforcement.

1. Minors. Before taking any enforcement action hereunder, an officer shall make an immediate investigation for the purpose of ascertaining whether or not the presence of a minor in a public place, motor vehicle and/or establishment within the city during curfew hours is in violation of this section.
2. Other Violators. If an investigation by an officer reveals that a person, other than or in addition to a minor, has violated this section, appropriate enforcement action shall be taken.

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

9.24.020 Possession, control, or consumption by persons under 21.

A. AS 04.16.050 is hereby incorporated as if set forth fully herein.

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

9.24.030 Possession of tobacco by persons under nineteen.

A. A person under 19 years of age may not knowingly possess a cigarette, a cigar, tobacco, or a product containing tobacco in this state. This subsection does not apply to a person who is a prisoner at an adult correctional facility.

B. Upon citation for violation of this section court appearance is mandatory.

9.24.0420 Abuse of, endangering.

A. It is unlawful for any person to willfully cause or permit any child to suffer, or inflict thereon, unjustifiable physical pain or mental suffering, or, having the care or custody of any child, to cause or permit the life or limb of such child to be endangered, or the health of such child to be injured, or to willfully cause or permit such child to be placed in such situation that its life or limb may be endangered, or its health likely to be injured.

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

9.24.0530 Abuse—Reports to be kept confidential.

Any report made by a licensed physician to the police or public prosecutor of a suspected or actual instance of abuse to a minor as defined in Section 9.24.040020 shall be confidential, and such report may not be inspected by or disclosed to any person except officers authorized to administer the criminal laws of the city or the state, or a law enforcement officer, or in response to a proper subpoena from a court. Any city employee who violates this section by disclosing or allowing inspection of such report to an unauthorized person shall be guilty of a violation of this chapter, and shall be subject to disciplinary proceedings in accordance with the city code and personnel regulations. ~~immediately discharged from his office of employment. No report made as provided in this section or evidence of the making of such report may be used in a civil action arising out of the report or the making of the report against the physician making the report.~~

9.24.0640 Sale of firearms to.

A. It is unlawful for any person to give, barter, sell, lease or otherwise make available to any person under the age of eighteen years any firearm, including but not limited to pistols, rifles, and shotguns, within the city.

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

9.24.0750 Selling Sale or giving of tobacco cigarettes to.

A. No person shall commit the offense of selling or giving tobacco to a minor as described in AS 11.76.100. ~~sell cigarettes or tobacco in any form to children under nineteen years of age.~~

B. AS 11.76.100 is hereby incorporated as if set forth fully herein.

C. A person commits the offense of selling or giving tobacco to a minor if the person:

1. Negligently sells a cigarette, a cigar, tobacco, or a product containing tobacco to a person under 19 years of age;

2. Is 19 years of age or older and negligently exchanges or gives a cigarette, a cigar, tobacco, or a product containing tobacco to a person under 19 years of age;

3. Maintains a vending machine that dispenses cigarettes, cigars, tobacco, or products containing tobacco, except as provided in AS 11.76.100 (b);

4. Holds a business license endorsement under AS 43.70.075 and allows a person under 19 years of age to sell a cigarette, a cigar, tobacco, or a product containing tobacco.

D. Violation of this section is punishable by a three hundred dollar fine for a first violation, a four hundred dollar fine for a second violation, and a five hundred dollar fine for a third and each subsequent violation.

9.24.0~~8~~60 Drunkenness, improper conduct, etc., in presence of.

~~It is unlawful for any person, in the presence of any child, to indulge in any degrading, lewd, immoral or vicious habits or practices, or to be habitually drunk in the presence of any child in his care, custody or control. (Ord. 14-06 § 1 (part); prior code § 17-16)~~

A. It is unlawful for any person while caring for a child under 10 years of age to:

1. Cause or allow the child to enter or remain in a dwelling or vehicle in which a controlled substance is stored in violation of AS 11.71; or

2. Be impaired by an intoxicant, whether or not prescribed for the person under AS 17.30 when there is no third person who is at least 12 years of age and not impaired by an intoxicant present to care for the child.

B. In this section:

1. "Impaired" means that a person is unconscious or a person is physically or mentally affected so that the person does not have the ability to care for the basic safety or personal needs of a child with the caution characteristic of a sober person of ordinary prudence;

2. "Intoxicant" has the meaning given in AS 47.10.990;

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

Chapter 9.28 CONTROLLED SUBSTANCES

Sections:

- 9.28.010 Possession, use of controlled substances.
- 9.28.020 Forfeiture proceedings.
- 9.28.030 Items subject to forfeiture.
- 9.28.040 Seizure and custody of property.
- 9.28.050 Procedure for forfeiture action.
- 9.28.060 Burdens of proof and rebuttable presumptions in certain actions.
- 9.28.070 Petition for release of seized items.
- 9.28.080 Petition for sale of seized item.
- 9.28.090 Disposal of forfeited property.
- 9.28.100 Remittance to claimant.
- 9.28.110 Forfeiture of controlled substances.
- 9.28.120 Definitions.

9.28.010 Possession, use of controlled substances.

A. AS 11.71.010 through 11.71.090 and 11.71.140 through 11.71.900, and such amendments as may be made thereto from time to time, are adopted by reference into this code. Any conduct involving a controlled substance which is declared to be a crime or an offense by the foregoing sections of the Alaska Statutes is unlawful and a violation of code.

B. Each violation of this section is punishable by a fine between one hundred and one thousand dollars. Upon citation under this section court appearance is mandatory. ~~not exceeding three hundred dollars.~~

C. If a violation of this section is a violation of a federal law, state law or the law of another state, a conviction or acquittal under federal law, state law or the law of another state for the same act is a bar to prosecution in this city.

9.28.020 Forfeiture proceedings.

A. Property listed in Section 9.28.030 may be forfeited to the city either upon conviction of the defendant of a violation of Section 9.28.010 or AS 11.71, or upon judgment of a court in a separate civil proceeding in rem. The court may order a

Ordinance No. 17-03

forfeiture in the in rem proceeding if it finds that an item specified in Section 9.28.030 was used during or in aid of a violation of Section 9.28.010 or AS 11.71.

B. It is not a defense in an in rem proceeding brought under this section that a criminal proceeding has resulted in a conviction or conviction of a lesser offense for a violation of Section 9.28.010 or AS 11.71.

C. A civil action may be commenced against a criminal defendant to recover property which constitutes the proceeds of a crime, the substituted proceeds of a crime or an instrumentality of a crime, or to recover a money judgment in an amount equivalent in value to the property which constitutes the proceeds of a crime, the substituted proceeds of a crime or an instrumentality of a crime.

D. A civil action may be commenced against a noncriminal defendant to recover the property which constitutes the proceeds of a crime, the substituted proceeds of a crime or an instrumentality of a crime; provided, however, that a judgment of forfeiture shall be limited to the amount of the proceeds of the crime.

E. Any action under subsections C and D of this section shall be commenced within six years of the commission of the crime and shall be civil, remedial and personal in nature and shall not be deemed to be a penalty or criminal forfeiture for any purpose.

9.28.030 Items subject to forfeiture.

The following may be forfeited to the city:

A. A controlled substance which has been manufactured, distributed, dispensed, acquired, or possessed in violation of this code or AS 11.71;

B. Raw materials, products, and equipment which are used or intended for use in manufacturing, distributing, compounding, processing, delivering, importing, or exporting a controlled substance which is a violation under this code or AS 11.71;

C. Property which is used or intended for use as a container for property described in subsection A or B of this section;

D. A conveyance, including but not limited to aircraft, vehicles or vessels, which has been used or is intended for use in transporting or in any manner in facilitating the transportation, sale, receipt, possession, or concealment of property described in subsection A or B of this section in violation of this code or AS 11.71; however:

1. A conveyance may not be forfeited under this subsection if the owner of the conveyance establishes, by a preponderance of the evidence, at a hearing before the court as the trier of fact, that use of the conveyance in violation of this code or AS 11.71 was committed by another person and that the owner was neither a consenting party nor privy to the violation;

2. A forfeiture of a conveyance encumbered by a valid security interest at the time of seizure is subject to the interest of the secured party if the secured party establishes, by Ordinance No. 17-03

Page 24

a preponderance of the evidence, at a hearing before the court as the trier of fact, that use of the conveyance in violation of this code or AS 11.71 was committed by another person and that the secured party was neither a consenting party nor privy to the violation;

E. Books, records and research products and materials, including formulas, microfilm, tapes, and data, which are used in violation of Section 9.28.010 or AS 11.71;

F. Money, securities, negotiable instruments, or other things of value used in financial transactions derived from activity prohibited by Section 9.28.010 or AS 11.71;

G. A firearm that is visible, carried during, or used in furtherance of a violation of Section 9.28.010 or AS 11.71;

H. The proceeds of a crime;

I. The substituted proceeds of a crime;

J. An instrumentality of a crime.

9.28.040 Seizure and custody of property.

A. Property listed in Section 9.28.030 may be seized by a peace officer upon an order issued by a court having jurisdiction over the property upon showing of probable cause that the property may be forfeited under this chapter. Seizure without a court order may be made if:

1. The seizure is incident to a valid arrest or a search under a valid search warrant;
2. The property subject to seizure has been the subject of an earlier judgment in favor of the city in a criminal proceeding or civil proceeding in rem under this title or AS 11.71; or
3. There is probable cause that the property was used, is being used, or is intended for use in violation of Section 9.28.010 or AS 11.71 and the property is easily movable; property seized under this subdivision may not be held for more than forty-eight hours without a court order obtained to continue its detention.

B. Property taken or detained under subsection A of this section shall be held in the custody of the department subject only to the orders and decrees of the court having jurisdiction over any forfeiture proceedings. If property is seized under this chapter, the department may:

1. Place the property under seal;
2. Remove the property to a place designated by the court; or
3. Take custody of the property and remove it to an appropriate location for disposition in accordance with law.

C. Within ten days after a seizure under Sections 9.28.020 through 9.28.120, the department shall make an inventory of any property seized, including controlled substances, and shall appraise the value of any items seized other than controlled substances.

9.28.050 Procedure for forfeiture action.

A. Within twenty days after a seizure under Sections 9.28.020 through 9.28.120, the department shall, by certified mail, notify any person known to have an interest in an item with an appraised value of five hundred dollars or more, or who is ascertainable from official registration numbers, licenses, or other state, federal or municipal numbers on the item, of the pending forfeiture action. Additionally, the department shall publish notice of forfeiture action of an item valued at five hundred dollars or more in a newspaper of general circulation in the city, or if no newspaper is published in the city, in a newspaper published in the judicial district and distributed in the city. The notice shall be published once each week during four consecutive calendar weeks. The requirements of this subsection do not apply to the forfeiture of controlled substances which have been manufactured, distributed, dispensed, or possessed in violation of this chapter or AS 11.71, regardless of their value.

B. Upon service or publication of notice of commencement of a forfeiture action under this section, a person claiming interest in the property shall file, within thirty days after the service or publication, a notice of claim setting out the nature of the interest, the date it was acquired, the consideration paid, and an answer to the city's allegations. If a claim and answer is not filed within the time specified, the property described in the city's allegation must be ordered forfeited to the city without further proceedings or showings.

C. Questions of fact or law raised by a notice of forfeiture action and answer of a claimant in an action commenced under this section must be determined by the court sitting without a jury. This proceeding may be held in abeyance until conclusion of any pending criminal charges against the claimant under this chapter or AS 11.71.

9.28.060 Burdens of proof and rebuttable presumptions in certain actions.

A. In a forfeiture action pursuant to Section 9.28.020(C) or (D), the following burdens of proof shall apply:

1. In a forfeiture action commenced by the city against a criminal defendant, the burden shall be upon the city to prove by a preponderance of the evidence the facts necessary to establish a claim for forfeiture.
2. In a forfeiture action commenced by the city against a noncriminal defendant:

a. If the action relates to the proceeds of a crime, the burden shall be upon the city to prove upon a preponderance of the evidence the facts necessary to establish a claim for forfeiture and that the criminal defendant either:

i. Knew or should have known that the proceeds were obtained through the commission of a crime; or

ii. Knowingly obtained his or her interest in the proceeds to avoid forfeiture.

b. If the action relates to the substituted proceeds of a crime, the burden shall be upon the city to prove by a preponderance of the evidence the facts necessary to establish a claim of forfeiture and that the noncriminal defendant either:

i. Knew that the property sold or exchanged to obtain an interest in the substituted proceeds was obtained through the commission of a crime; or

ii. Knowingly obtained his or her interest in the substituted proceeds to avoid forfeiture.

c. If the action relates to an instrumentality of a crime, except as provided for in subsection (A)(2)(a) of this section, the burden shall be upon the city to prove by a preponderance of the evidence the facts necessary to establish a claim for forfeiture and that the noncriminal defendant either:

i. Knew that the instrumentality was or would be used in the commission of a crime; or

ii. Knowingly obtained his or her interest in the instrumentality to avoid forfeiture.

B. In a forfeiture action commenced by the city against a noncriminal defendant pursuant to Section 9.28.020(C) or (D), the following rebuttable presumptions shall apply:

1. A noncriminal defendant who did not pay fair consideration for the proceeds of a crime, the substituted proceeds of crime or the instrumentality of a crime shall be presumed to know that such property was the proceeds of a crime, the substituted proceeds of a crime or the instrumentality of a crime.

2. A noncriminal defendant who obtains an interest in the proceeds of a crime, substituted proceeds of crime or an instrumentality of a crime with knowledge of an order of provisional remedy relating to the property issued pursuant to this code, shall be presumed to know that such property was the proceeds of a crime, substituted proceeds of a crime, or an instrumentality of a crime.

3. A noncriminal defendant who participated in or was aware of a scheme to conceal or disguise the manner in which the noncriminal obtained his or her interest in the proceeds of a crime, substituted proceeds of a crime, or an instrumentality of a crime is presumed to know that such property was the proceeds of a crime, the substituted proceeds of a crime, or an instrumentality of a crime, and shall further be presumed to

have knowingly obtained his or her interest in the proceeds, substituted proceeds or instrumentality of a crime to avoid forfeiture.

9.28.070 Petition for release of seized items.

A. A claimant under Section 9.28.050(B) may at any time petition for release of a seized item as follows:

1. To a court in which a warrant for seizure has been issued;
2. To a court in which a criminal or civil action alleging forfeiture of the item has been filed; or
3. Before an action is filed, or if no seizure warrant was issued, to a court in the judicial district in which the violation took place.

B. An item may not be released by the court under subsection A of this section unless the claimant gives adequate assurance that the item will remain subject to the court's jurisdiction and:

1. The court finds that the release is in the best interests of the city; or
2. The claimant provides a bond or other valid and equivalent security equal to twice the assessed value of the item.

9.28.080 Petition for sale of seized item.

A claimant under Section 9.28.050(B) or the city may petition the court for sale of an item before final disposition of court proceedings. The court shall grant a petition for sale upon a finding that the sale is in the best interests of the city and the preservation and maintenance of the item seized. Proceeds from the sale plus interest to the date of final disposition of the court proceedings become the subject of the forfeiture action.

9.28.090 Disposal of forfeited property.

Property forfeited under Sections 9.28.020 through 9.28.120, other than controlled substances and firearms, shall be disposed of by the department in accordance with applicable law. Firearms shall be disposed of as provided in AS 18.65.340. As to property other than firearms or controlled substances, the department may:

- A. Destroy property harmful to the public;
- B. Sell the property and use the proceeds for payment of all proper expenses of the proceedings for forfeiture and sale, including expenses of seizure, custody and court costs, or for any other municipal purpose;
- C. Take custody of the property and authorize its use in the enforcement of this chapter or AS 11.71, or transfer it to another department of the city, the state or a political subdivision of the state for a use in furtherance of the administration of justice;

- D. Take custody of the property and remove it for disposition in accordance with law;
- E. Forward it to the Drug Enforcement Administration of the United States Department of Justice for disposition;
- F. Transfer it to another department of the city for use in furtherance of any municipal purpose.

9.28.100 Remittance to claimant.

A. Upon a showing that a claimant is entitled to remittance under Sections 9.28.020 through 9.28.120, the court shall order that:

- 1. If the claimant is entitled to the item, it shall be delivered to the claimant immediately;
- 2. If the claimant is entitled to remittance of some value less than the total value of the item, the claimant is entitled, at the claimant's choice, to receive either the value of the claimant's interest or, upon receipt of payment of the difference in value by the claimant, the entire item.

B. An offender who used an item subject to remission in violation of Section 9.28.010, or AS 11.71, shall be assessed a civil penalty which may not be less than the cost of any lien payment or remittance made by the city plus the reasonable costs of the seizure.

9.28.110 Forfeiture of controlled substances.

A. A controlled substance manufactured, possessed, transferred, sold, or offered for sale in violation of this chapter is contraband and must be seized and summarily forfeited to the city. The department is responsible for the disposal of controlled substances which have been forfeited. The controlled substances shall be disposed of in accordance with procedures and requirements prescribed by the Alaska Commissioner of Public Safety for disposal of controlled substances forfeited to the state pursuant to AS 11.70 or 17.30.

B. Plants from which controlled substances may be derived and which have been planted or cultivated in violation of this chapter or which are grown in the wild may be seized and summarily forfeited to the city.

9.28.120 Definitions.

In Section 9.28.020 through this section:

"Crime" means a crime, offense or violation of Section 9.28.010 or AS 11.71.

"Criminal defendant" means a person who has criminal liability for a crime.

“Defendant” means a person against whom a forfeiture action is commenced and includes a “criminal defendant” and a “noncriminal defendant.”

“Department” means the Valdez police department.

“Fair consideration” means consideration given for property or obligation:

1. When in exchange for such property or obligation as a fair equivalent therefor, and in good faith, property is conveyed or an antecedent debt is satisfied; or
2. When such property or obligation is received in good faith to secure a present advance or antecedent debt in amount not disproportionately small as compared with the value of the property or obligation obtained.

“Instrumentality of a crime” means any property other than real property and any buildings, fixtures, appurtenances and improvements thereon, whose use contributes directly and materially to the commission of a crime.

“Noncriminal defendant” means a person other than a criminal defendant who possesses an interest in the proceeds of a crime, the substituted proceeds of a crime or an instrumentality of a crime.

“Proceeds of a crime” means any property obtained through the commission of a crime, and includes any appreciation in value of such property.

“Property” means and includes real property, personal property, money, negotiable instruments, securities or anything of value or any interest in a thing of value.

“Substituted proceeds of a crime” means any property obtained by the sale or exchange of proceeds of a crime and any gain realized by such sale or exchange.

Chapter 9.32

WEAPONS

Sections:

9.32.010 ~~Discharge~~ ~~Carrying and discharge of firearms.~~

9.32.020 Carrying of firearms.

9.32.030 Hunting.

9.32.010 Discharge of firearms. ~~Carrying and discharge of firearms.~~

A. No person may discharge a firearm within the city except:

1. At the rifle range located on Airport Road north of the Valdez airport;
2. At the Valdez High School small bore range;

3. At the police shooting range located on Airport Road north of the Valdez airport;
4. At Robe Lake and adjoining wetlands, using shotguns only;
5. Within that enclosed area bounded on the west by the eastern shore of the Valdez Glacier Stream, on the north by Richardson Highway right-of-way (one hundred fifty feet south of the highway centerline), on the east by the western edge of the access road from the Richardson Highway (approximately two and one-half miles) to the mouth of the Robe River and on the south by the shoreline between the mouth of the Lowe River and the Glacier Stream, using shotguns only;
6. Within that enclosed area between Airport Road and the west bank of the Valdez Glacier Stream from a line parallel to the Richardson Highway beginning on Airport Road one-fourth mile north of the east junction of the Airport Road and Airport Terminal access road and ending on the west bank of the Valdez Glacier Stream, to the toe of the Valdez Glacier, using shotguns only;
7. By a law enforcement officer acting within the scope and authority of his employment;
8. In defense of persons;
9. While the person is assisting a law enforcement officer in the performance of duty; or
10. In any area of the city satisfying all of the following conditions:
 - a. Farther than one-half mile from the Richardson Highway or any inhabited subdivision or occupied industrial site; and
 - b. Outside of the area enclosed by a line described as follows:

Beginning at the west bank of the mouth of Mineral Creek then to the westerly end of the Mineral Creek bridge, then easterly to the two-thousand-foot elevation of the hill northeast of the water tower, then easterly following the two-thousand-foot elevation to a point on the east side of the Valdez Glacier, then to the westernmost point of Robe Lake, then along the northern shoreline to the northeast tip of Robe Lake, then along Deep Creek to the five-hundred-foot elevation to the point north of the Richardson Highway at Milepost 11, then south across the Richardson Highway to the north bank of the Lowe River, then straight northwesterly to the point of beginning.

B. Violation of this section is punishable by a fine of one hundred dollars for a first violation; two hundred dollars for a second violation; three hundred dollars for a third violation; and five hundred dollars for a fourth or any subsequent violation. ~~No person may carry a loaded firearm on his person within an area of the city where discharge of the firearm is prohibited except:~~

- ~~1. A law enforcement officer acting within the scope and authority of his employment;~~
- ~~2. In the person's own dwelling or on one's owned or leased property or own vehicle;~~
- ~~3. On business premises in the course of employment for an owner or lessee of the premises;~~
- ~~4. While the person is actually engaged in lawful hunting, fishing, trapping or other lawful outdoor activity; or~~
- ~~5. Having a valid permit for the carrying of a concealed handgun as provided for by state statute and in compliance with all provisions pertaining to and regulating the carrying of a concealed handgun by permit.~~

9.32.020 Carrying of firearms.

A. No person may carry a firearm on his person where prohibited by AS 11.61.190-AS 11.61.220 or as otherwise prohibited by state law.

B. Upon citation for violation of this section court appearance is mandatory.

9.32.0320 Hunting.

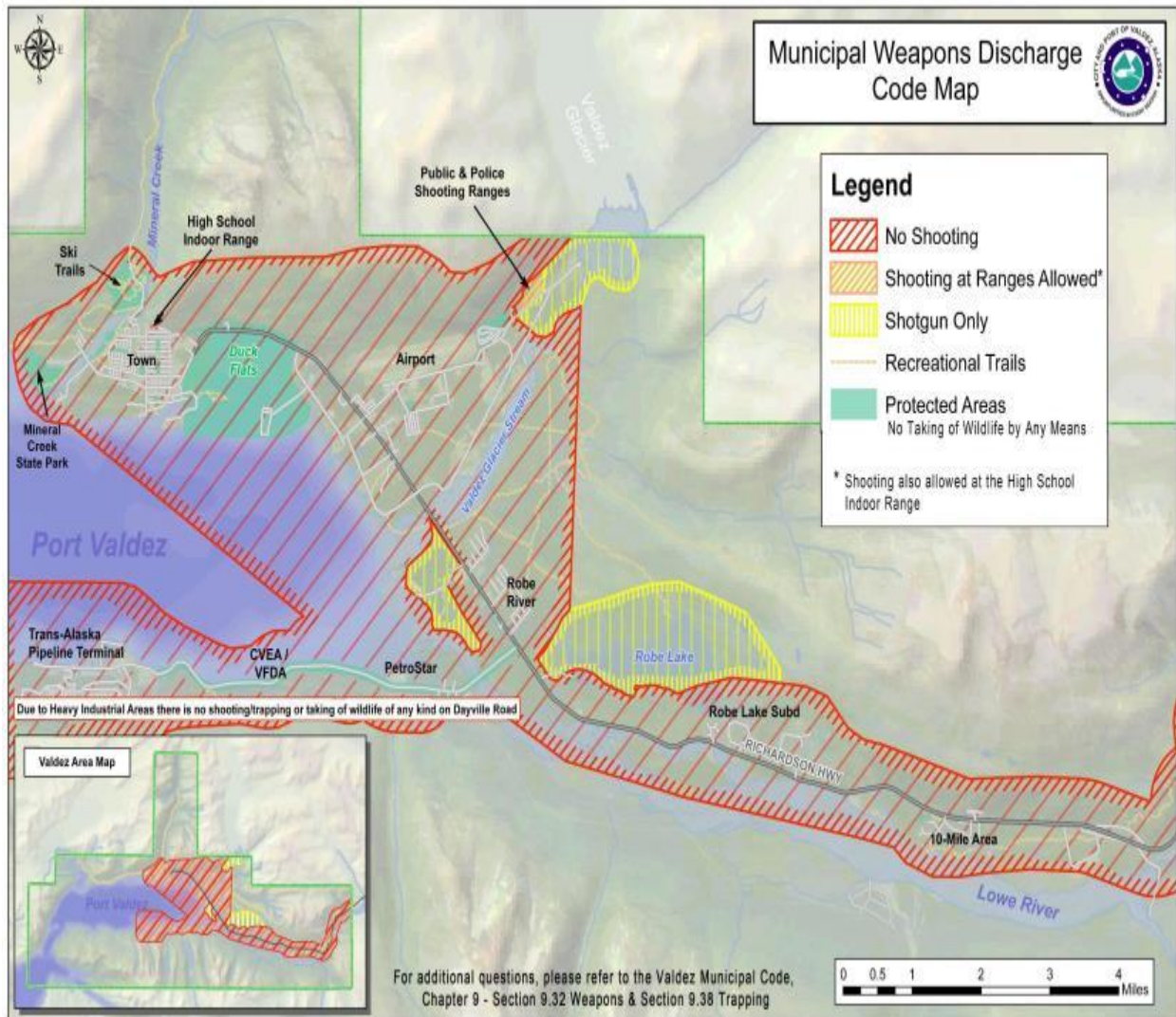
A. No person shall take wildlife by any means within the area known as the Valdez duck flats, which is defined as that area bounded on the east by Mineral Creek Loop Road, on the west by the Richardson Highway, on the south by a line extending from the Valdez Container Terminal to and including Dock Point and on the north by elevation of one thousand feet.

B. No person shall take wildlife by any means within five hundred feet of the cross-country ski trails, located in Mineral Creek Canyon as designated on Exhibit A to Section 12.08.010.

C. No person shall take wildlife by any means within the area known as Mineral Creek State Park, which is defined as a fifty-acre parcel known as Tract A-2, ASLS 99-21; and a 91.68-acre portion of U.S. Survey 5113 bounded on the north by Raven Subdivision and Tract A-1, ASLS 79-117, on the east by Tract A-1, ASLS 79-117, on the south by Blueberry Subdivision and Port Valdez, and on the west by Tract A-2, ASLS 99-21.

D. "Take wildlife" means intentionally, knowingly, recklessly, or with criminal negligence pursuing, hunting, fishing, trapping, or in any manner disturbing, capturing, or killing or attempting to pursue, hunt, fish, trap, or in any manner capture or kill fish or game.

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



(Ord. 14-06 § 1 (part))

Chapter 9.36

EMERGENCY PREPAREDNESS

Sections:

- 9.36.010 Incident management—Established.
- 9.36.020 Incident management—Composition.
- 9.36.030 Manager.
- 9.36.040 Emergency preparedness team—Policy.
- 9.36.050 Duties and functions of emergency manager.

9.36.010 Incident management—Established.

There is established an incident management team for the city, as an agency within the city government, to be composed of the city manager and such other persons that he or she may appoint from time to time.

9.36.020 Incident management—Composition.

All city officers and employees, together with those volunteer forces enrolled to aid them prior to, during, or immediately following a disaster, shall constitute the incident management response as provided by law.

9.36.030 Manager.

The city manager shall appoint an emergency manager and a staff to serve at the pleasure of the city manager.

9.36.040 Emergency preparedness team—Policy.

There is created an emergency preparedness team as part of city administration. Such emergency preparedness team, as an agency of the government, will discuss the economic, political, legal, and social implications of both the threat and the response to emergency situations to determine general policy and procedures required for these events. The emergency preparedness team will be composed of the mayor, the city manager, assistant city manager, police chief, fire chief, public information officer, LEPC representative, and such others as deemed required by the city manager.

9.36.050 Duties and functions of emergency manager.

The emergency manager shall cause to have prepared an emergency preparedness plan which he or she shall review and keep up to date as the occasion demands. A copy of the emergency preparedness plan shall be filed with the city clerk. Distribution and maintenance of such plan shall be set by the emergency preparedness team.

Chapter 9.38

TRAPPING

Sections:

- 9.38.010 Purpose of chapter.
- 9.38.020 Definitions.
- 9.38.030 Trapping allowed.
- 9.38.040 Qualifications to trap.
- 9.38.050 Identification of traps.
- 9.38.060 Registration.
- 9.38.070 Unsafe traps.
- 9.38.080 Other exceptions.
- 9.38.090 Violation - Penalty

9.38.010 Purpose of chapter.

It is the purpose of this chapter to protect the citizens from hazardous devices and to protect domesticated animals and pets from damage and destruction which may result from uncontrolled trapping.

9.38.020 Definitions.

The following words and phrases shall have the meanings respectively ascribed to them by this section:

“Trap” means any device used for the purpose of catching, capturing, snaring, holding or killing animals.

“Trapping” means the placing or setting of traps with the intent to catch animals. This definition does not apply to the catching of animals within a dwelling place or garage, shed or barn.

9.38.030 Trapping allowed.

Trapping for both recreational and for subsistence purposes is allowed within the Valdez city limits except that:

A. Trapping shall not be allowed within one-half mile in any direction of an occupied subdivision.

B. Trapping shall not be allowed within five hundred feet of any road, excluding bridges and culverts outside the downtown area and past the duck flats. No trapping is allowed within the area known as the Valdez duck flats, which is defined as that area bounded on the east by Mineral Creek Loop Road, on the west by the Richardson Highway, on the south by a line extending from the Valdez Container Terminal to and including Dock Point and on the north by elevation of one thousand feet.

C. Snare-only trapping areas shall include portions of Mineral Creek Canyon and all areas northeast of the Richardson Highway from Airport Road to the Glacier Stream Bridge. No trapping is allowed within five hundred feet of the Mineral Creek trails, located in Mineral Creek Canyon as designated on Exhibits A and B to Section 12.08.010.

D. No trapping is allowed within the area known as Mineral Creek State Park, which is defined as a fifty-acre parcel known as Tract A-2, ASLS 99-21; and a 91.68-acre portion of U.S. Survey 5113 bounded on the north by Raven Subdivision and Tract A-1, ASLA 79-117, on the east by Tract A-1, ASLA 79-117, on the south by Blueberry Subdivision and Port Valdez, and on the west by Tract A-2, ASLA 99-21.

9.38.040 Qualifications to trap.

All persons who trap within the Valdez city limits shall show proof of completion of an approved trapping safety class conducted by the City of Valdez Animal Control Department and valid trapper's license. Copies of trapping licenses shall be provided to the City of Valdez Animal Control Department ~~city clerk~~.

9.38.050 Identification of traps.

A. All traps shall include a permanent metal tag on which is stamped or etched the trapper's name and phone number.

B. All traps and all trap lines shall be marked with a legible warning sign appropriately set and height-adjusted (i.e., for snow level). Said signs shall be clearly visible on a weather-resistant surface and with the numbers and letters, at least one inch high, in a bright fluorescent color that contrasts with the color of the sign. Each trapper is responsible for placement and maintenance of proper signage.

9.38.060 Registration.

All trappers shall register the exact locations of their trap lines with the city of Valdez Animal Control ~~police department~~. If requested, this information will be made available to the public.

9.38.070 Unsafe traps.

Any traps deemed unsafe by a law officer will be removed immediately. The law officer shall attempt to notify the owner of the trap.

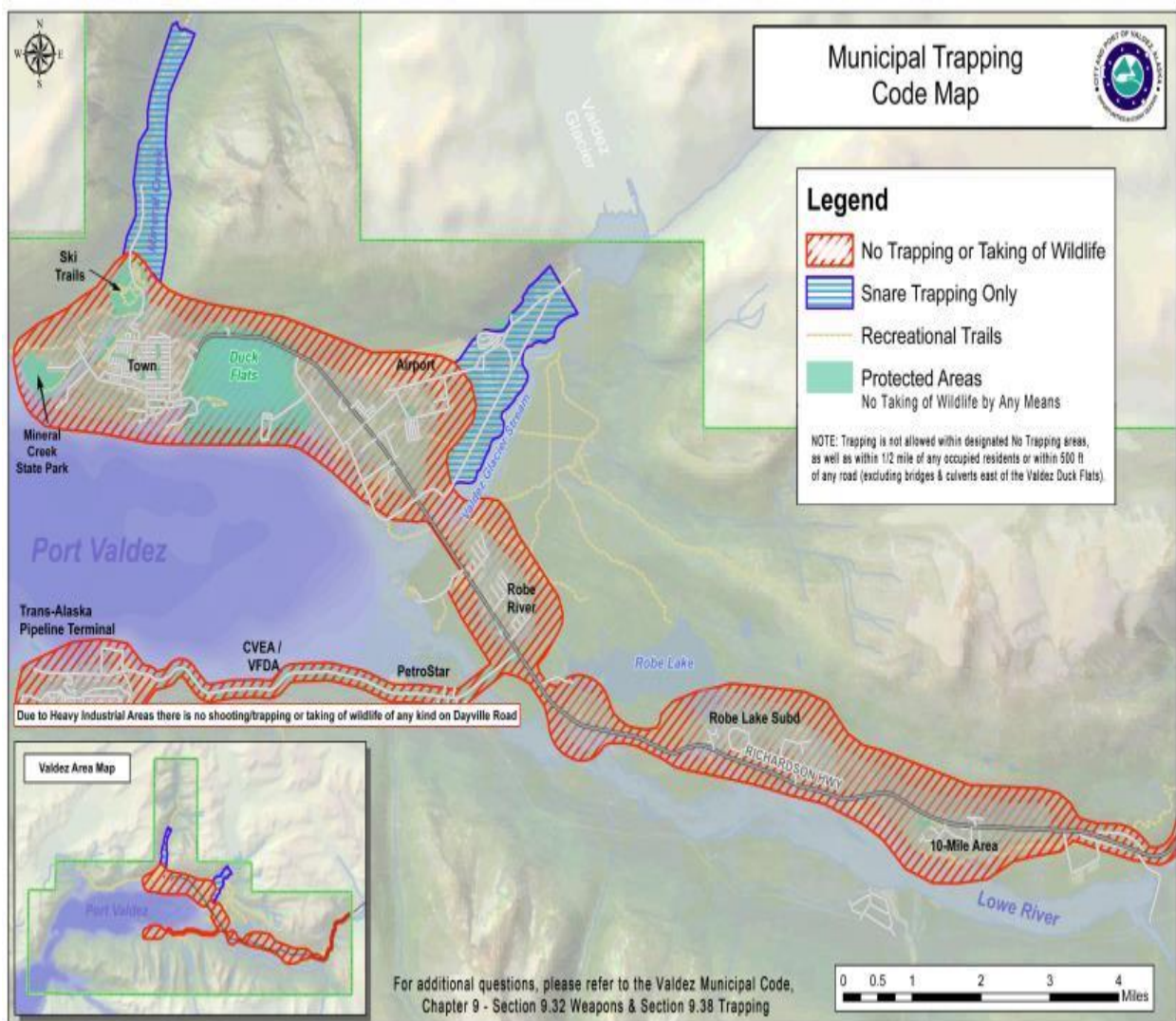
9.38.080 Other exceptions.

The chief of police or the chief's designee shall have the absolute authority to authorize trapping within a restricted area within the Valdez city limits as is deemed necessary to protect public health and safety. Examples of exceptions include, but are not limited to, the following:

- A. Employees or agents of governmental units or agencies who, using live traps, in the course of their duties, are required to trap animals or birds for authorized purposes.
- B. Scientists in their work of identifying and studying wildlife, animals and birds for scientific purposes.
- C. Persons who have specific animal nuisance problems.

9.38.090 Violation – Penalty

Violation of sections 9.38.010 – 9.38.070 is punishable by a minimum fine of fifty dollars. Upon citation under sections 9.38.010 – 9.38.070 court appearance is mandatory.



(Ord. 14-06 § 1 (part))

Section 2. This ordinance takes effect immediately upon passage and approval.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this _____ day of _____, 2017.

CITY OF VALDEZ, ALASKA

Ruth E. Knight, Mayor

ATTEST:

Sheri L. Pierce, MMC, City Clerk

APPROVED AS TO FORM:

Anthony S. Guerriero, City Attorney
Brena, Bell, & Clarkson, P.C.

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

CITY OF VALDEZ, ALASKA

ORDINANCE NO. 17-04

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VALDEZ ALASKA
AMENDING TITLE 17 ZONING OF THE VALDEZ MUNICIPAL CODE
RELATING TO BREWERIES, WINERIES AND DISTILLERIES

WHEREAS, the state of Alaska has experienced significant growth in the craft of beer, wine and spirit making; and

WHEREAS, local entrepreneurs wish to develop such businesses in Valdez; and

WHEREAS, there is currently no provision for these types of establishments within Title 17 Zoning of the Valdez Municipal Code; and

WHEREAS, to facilitate this type of business development in Valdez amendments to Title 17 Zoning are necessary; and

WHEREAS, the State of Alaska has definitions of these types of establishments that can be adopted in Valdez; and

WHEREAS, sound zoning practices suggest these types of establishments are most suited to the business and light industrial zoning districts of the community.

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

Title 17 Zoning of the Valdez Municipal Code is amended to read as follows:

Section 1: Chapter 17.04 of the Valdez Municipal Code is hereby amended to read as follows:

Chapter 17.04

DEFINITIONS

Sections:

- 17.04.010 Rules of construction.
- 17.04.020 Definitions—Generally.
- 17.04.030 Abut.
- 17.04.040 Access.
- 17.04.050 Accessory use or accessory structure.
- 17.04.060 Administrative officer.

17.04.070 Affected persons.
17.04.090 Alteration.
17.04.100 Apartment.
17.04.110 Apartment house.
17.04.120 Aquaculture operation.
17.04.140 Automobile sales.
17.04.150 Automobile service station.
17.04.160 Automobile wrecking yard.
17.04.170 Bed and breakfast home.
17.04.180 Boardinghouse.
17.04.190 Boat repair facility.
17.04.192 Brewery.
17.04.193 Brewpub.
17.04.200 Building.
17.04.210 Building, accessory.
17.04.220 Building, agricultural.
17.04.230 Building area.
17.04.240 Building code.
17.04.250 Building, existing.
17.04.260 Building height.
17.04.270 Building line, front.
17.04.280 Building, principal or main.
17.04.290 Bunkhouse.
17.04.300 Child care center.
17.04.310 Child care home.
17.04.320 Church.
17.04.330 Church services.
17.04.340 Clinic.
17.04.350 Club.
17.04.360 Cluster housing development.
17.04.370 Collector street.
17.04.380 Commercial.
17.04.390 Commercial cold storage.
17.04.400 Community building.
17.04.405 Commercial antenna.
17.04.410 Comprehensive plan.
17.04.420 Conditional use.
17.04.430 Condominium.
17.04.435 Co-generation facility.
17.04.440 Contiguous.
17.04.445 Corral.
17.04.446 Correctional facility.
17.04.450 Country club.
17.04.460 Coverage.

17.04.470 Day care.
17.04.475 Density.
17.04.477 Distillery.
17.04.480 Dormitory.
17.04.490 Drinking establishment.
17.04.500 Dwelling.
17.04.510 Dwelling, multiple-family.
17.04.520 Dwelling, single-family.
17.04.530 Dwelling, two-family.
17.04.540 Dwelling unit.
17.04.550 Easement.
17.04.560 Eating establishment.
17.04.570 Exception.
17.04.575 Excessive.
17.04.580 Factory-built or prefabricated building.
17.04.590 Family.
17.04.600 Fence.
17.04.610 Fence height.
17.04.620 Floor area.
17.04.630 Frozen food lockers.
17.04.640 Garage.
17.04.650 Garage, body and fender repair.
17.04.660 Garage, mechanical repair.
17.04.670 Garage, private.
17.04.680 Grade or ground level.
17.04.690 Group care facility.
17.04.700 Guest room.
17.04.710 Home occupation.
17.04.720 Hospital.
17.04.730 Hospital, animal.
17.04.735 Hostel.
17.04.740 Hotel.
17.04.750 Industrial.
17.04.755 Industrial, heavy.
17.04.756 Industrial, light.
17.04.760 Inn.
17.04.770 Institutions of higher learning.
17.04.780 Insure.
17.04.790 Junkyard.
17.04.800 Kennel.
17.04.810 Laboratory.
17.04.811 Light manufacturing or processing.
17.04.815 Livestock.
17.04.820 Loading berth.

17.04.825 Lodge.
17.04.830 Lot.
17.04.840 Lot, corner.
17.04.850 Lot, depth of.
17.04.860 Lot, interior.
17.04.870 Lot line, front.
17.04.880 Lot line, rear.
17.04.890 Lot line, side.
17.04.900 Lot lines.
17.04.910 Lot width.
17.04.920 Lot, zero line.
17.04.921 Major street.
17.04.925 Master plan.
17.04.926 Marijuana concentrate manufacturing facility
17.04.927 Marijuana cultivation facility
17.04.928 Marijuana cultivation facility, limited
17.04.929 Marijuana product manufacturing facility
17.04.930 Marijuana store, retail
17.04.931 Marijuana testing facility
17.04.932 Marine equipment and repair facilities.
17.04.933 Minor street.
17.04.940 Mobile home.
17.04.950 Mobile home court.
17.04.960 Mobile home subdivision.
17.04.970 Motel.
17.04.980 Natural resource extraction.
17.04.990 New construction.
17.04.1000 Nonconformity.
17.04.1010 Open space.
17.04.1020 Open space, common.
17.04.1030 Owner or manager apartment.
17.04.1040 Park.
17.04.1050 Parking, public.
17.04.1060 Parking space, off-street.
17.04.1070 Parsonage.
17.04.1075 Passive.
17.04.1080 Permitted use.
17.04.1090 Personal services.
17.04.1100 Pharmacy.
17.04.1110 Planned unit development.
17.04.1120 Playing field.
17.04.1130 Port and harbor facilities.
17.04.1140 Principal use.
17.04.1150 Private club or lodge.

17.04.1160 Profession.
17.04.1170 Professional office.
17.04.1180 Property line.
17.04.1190 Quasi-institutional homes.
17.04.1195 Quasi-public.
17.04.1200 Recreation camps or resorts.
17.04.1201 Recreation or youth center.
17.04.1205 Recreational park trailer.
17.04.1210 Recreational vehicle.
17.04.1220 Recreational vehicle park or campground.
17.04.1225 Recreational vehicle park or campground site.
17.04.1230 Related.
17.04.1231 Religious services.
17.04.1235 Rental cabins.
17.04.1240 Residential.
17.04.1245 Retail store.
17.04.1250 Retirement center.
17.04.1260 Riding stable.
17.04.1270 Right-of-way.
17.04.1280 School.
17.04.1290 School, private.
17.04.1300 Setback.
17.04.1305 Shooting range.
17.04.1310 Sign.
17.04.1320 Sign, real estate.
17.04.1330 Stable.
17.04.1340 State highway.
17.04.1350 Story.
17.04.1360 Street.
17.04.1370 Street line.
17.04.1380 Structure.
17.04.1390 Subdivision.
17.04.1400 Tank farms.
17.04.1410 Tent.
17.04.1420 Townhouse.
17.04.1425 Trail.
17.04.1430 Trailer.
17.04.1460 Tree nurseries.
17.04.1470 Truck gardening.
17.04.1480 Use.
17.04.1490 Use, accessory.
17.04.1500 Use, principal.
17.04.1510 Utility installation.
17.04.1520 Variance.

- 17.04.1530 Variety store.
- 17.04.1540 Vehicle and trailer sales.
- 17.04.1550 Vocational school.
- 17.04.1560 Warehouse.
- 17.04.1570 Watchman or caretaker dwelling.
- 17.04.1575 Watershed.
- 17.04.1577 Winery.
- 17.04.1580 Yard, front.
- 17.04.1590 Yard, rear.
- 17.04.1600 Yard, side.
- 17.04.1610 Zero lot line.

17.04.010 Rules of construction.

For the purpose of this title, certain terms or words used herein shall be interpreted as follows:

- A. Words used in the present tense include the future tense.
- B. The singular number includes the plural.
- C. The word “person” includes a partnership and corporation as well as the individual.
- D. The word “lot” also includes the words “plot,” “parcel” or “tract.”
- E. The term “shall” is always mandatory.
- F. The words “used” or “occupied,” as applied to any land or building, include the words “intended,” “arranged” or “designed” to be used or occupied. (Ord. 03-15 § 1 (part): prior code § 30-8(a))

17.04.020 Definitions—Generally.

For the purposes of this title, the following words and phrases shall have the meanings respectively ascribed to them by this section. When a word or term is not specifically stated, the city manager or designee shall have the authority to interpret the meaning or description most comparable, subject to appeal to the planning and zoning commission, then city council. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.030 Abut.

“Abut” means to physically touch or border upon; or to share a common property line. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.040 Access.

“Access” means a way or means of approach to provide physical entrance to a lot. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.050 Accessory use or accessory structure.

“Accessory use or accessory structure” means a use or structure incidental and subordinate to the main use of the property and located on the same lot as the main use. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.060 Administrative officer.

“Administrative officer” means a municipal officer appointed by the city manager to administer and enforce this chapter. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.070 Affected persons.

“Affected persons” means and includes those owners of record of real property located within a distance of three hundred feet, including public street and other rights-of-way. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.090 Alteration.

“Alteration” means any change, addition or modification in the construction, location, occupancy or use classification. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.100 Apartment.

“Apartment” means any portion of a building which is designed, built, rented, leased, let or hired out to be occupied, or which is occupied as the home or residence of a family unit living and doing their own cooking independently of any other. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.110 Apartment house.

Apartment house. See “Dwelling, multiple-family.” (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.120 Aquaculture operation.

“Aquaculture operation” means any establishment or facilities where aquatic plants and animals are regulated and cultivated. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.140 Automobile sales.

See “Vehicle and trailer sales.” (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.150 Automobile service station.

“Automobile service station” means a retail place of business engaged primarily in the sale of motor fuels, lubricants and other petroleum products, but also in supplying accessories and services generally required in the normal operation and maintenance of motor vehicles. The servicing of motor vehicles shall be generally limited to lubrication, nonmechanical washing, installation or replacement of accessory items and the performance of minor maintenance and repair. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.160 Automobile wrecking yard.

“Automobile wrecking yard” means any lot or portion of a lot used for the purpose of dismantling used motor vehicles or trailers or the storage or sale of parts from dismantled or partially dismantled, obsolete or wrecked vehicles. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.170 Bed and breakfast home.

“Bed and breakfast home” means a home occupation where lodging, and no more than one meal per day, is provided by the homeowner for compensation to transient guests on a day-to-day basis. (Ord. 03-15 § 1 (part): Ord. 98-03 § 1: prior code § 30-8(b) (part))

17.04.180 Boardinghouse.

“Boardinghouse” means a building, residential in character, other than a hotel or motel, with not more than five guest rooms where lodging, with or without meals, is provided for compensation for three or more persons, but not exceeding fifteen persons, on other than a day-to-day basis, and which is not open to transient guests. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.190 Boat repair facility.

“Boat repair facility” means a facility (which could include a boat repair garage, boat storage yard) where boats are repaired and stored until repairs are completed. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.192 Brewery.

“Brewery” has the meaning given in AS 04.11.130. A brewery must have a valid brewery license under AS 04.11.130 and comply with all requirement set forth therein.

17.04.193 Brewpub.

“Brewpub” has the meaning given in AS 04.11.135. A brewpub must have a valid brewpub license under AS 04.11.135 and comply with all requirements set forth therein.

17.04.200 Building.

“Building” means any structure built for the support, shelter or enclosure of persons, animals, chattels or property of any kind. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.210 Building, accessory.

“Accessory building” means a detached building, the use of which is appropriate, subordinate and customarily incidental to that of the main building or to the use of land and which is located on the same lot as the main building or use. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.220 Building, agricultural.

“Agricultural building” means a building used to shelter agricultural equipment, implements, hay, grain, poultry, livestock or other produce, in which no human habitation is present and which is not used by the public. The term “agricultural” shall include the terms “farming,” “fishing,” “gardening,” “horticultural” and “ranching.” (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.230 Building area.

“Building area” means the total areas taken on a horizontal plane at the main grade level of the principal building and all accessory buildings, exclusive of external steps. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.240 Building code.

“Building code” means the Uniform Building Code and Chapters 8.12, 15.04, 15.08, 15.12 and 15.16 and Title 13 of this code, including local amendments, applicable to the city. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.250 Building, existing.

“Existing building” means a building erected prior to the adoption of this code for which a legal building permit has been issued. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.260 Building height.

“Building height” means the vertical distance from the average elevation of the finished grade to the highest point of the coping of a flat roof, or to the deck line of a mansard roof, or to the average height of the highest gable of a pitched or hip roof. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.270 Building line, front.

“Front building line” means the foundation line of any structure to be erected on the property. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.280 Building, principal or main.

“Principal or main building” means a building in which is conducted the principal or main use of the lot on which the building is situated. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.290 Bunkhouse.

“Bunkhouse” means a building used as living quarters for people such as cannery workers or construction laborers where shower and sanitary facilities are shared by several rooms. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.300 Child care center.

“Child care center” means a facility, including an occupied residence, in which day care is regularly provided for six or more unrelated children. A child care center does not include any public or private school registered with the State of Alaska Department of Education as providing legally authorized educational and related functions, but it does include a pre-elementary school for children aged three through five years, whether certified or not by the Department of Education. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.310 Child care home.

“Child care home” means a facility, including an occupied residence, in which day care is regularly provided for not more than six unrelated children. A child care home does not include any public or private school registered with the State of Alaska Department of Education as providing legally authorized educational and related functions, but it does include pre-elementary school for children age three through five years, whether certified or not by the Department of Education. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.320 Church.

“Church” means a building or structure generally open to the public and used as a place of gathering for the purpose of religious worship or related activities. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.330 Church services.

“Church services” means a gathering of people for the purpose of religious worship. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.340 Clinic.

“Clinic” means an establishment where patients are admitted for examination and treatment by one or more physicians, dentists, psychologists or social workers and where patients are not usually lodged overnight. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.350 Club.

“Club” means a group of people organized for a common purpose to pursue common goals, interests or activities and usually characterized by certain membership qualifications, payment of fees and dues, regular meetings, and a constitution and bylaws. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.360 Cluster housing development.

“Cluster housing development” means two or more independent single-family dwellings developed as a cluster or group requiring a conditional use permit, the plan of which may not conform to the minimum yard and lot requirements of the district in which the development is located. Cluster developments may not exceed the density allowed within the district in which they are located and are specifically intended to provide a method to allow development of unusual terrain where standard development would be prohibitive. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.370 Collector street.

“Collector street” means a street designed and intended to carry traffic from residential street systems to arterial street systems or state highways. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.380 Commercial.

“Commercial” means activity involving sales or the rental of any article, substance or commodity and the provision of all commercial services including financial institutions and personal services. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.390 Commercial cold storage.

“Commercial cold storage” means storage of perishable goods, such as food or furs, in a refrigerated or very cold place for commercial enterprise. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.400 Community building.

“Community building” means a building or structure owned and operated by an agency or political subdivision of the United States, state of Alaska, or city of Valdez providing service to the public. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.405 Commercial antenna.

“Commercial antenna” means an antenna that is used for commercial purposes. (Ord. 03-15 § 1 (part))

17.04.410 Comprehensive plan.

“Comprehensive plan” means an officially adopted document including text, charts, graphics or maps, or any combination, designed to portray general long-range proposals for the arrangement of land uses and development of an economic base and human resources and which is intended to guide government policy towards achieving orderly and coordinated development of the entire community. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.420 Conditional use.

“Conditional use” means a provision which allows for flexibility within this chapter by permitting certain specified uses in zoning districts where such uses are generally considered appropriate, but only after additional conditions and safeguards are applied to ensure their compatibility with permitted principal uses. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.430 Condominium.

“Condominium” means a dwelling composed of two or more dwelling units where each separate unit is individually owned with common areas of the structure, if any, and common land area being owned, according to fixed percentages, by the owners of the separate dwelling units in a cooperative manner. This requires compliance with the Alaska Horizontal Property Regimes Act and the formulation of a legal homeowner’s association to guide the financial and maintenance arrangements for the units in total. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.435 Co-generation facility.

“Co-generation facility” means a non-utility, privately owned installation that produces useful energy, but not limited to electricity, water, thermal, and gas; or produces a service as waste disposal to create or convert to a usable energy; that is intended for sale to the public by use of a distribution system or connection to an existing system, such as a utility, which is owned by an agency which is under public franchise or ownership, or under certificate of convenience and necessity which provides the public with electricity, gas, heat, steam, communication, water, sewerage collection or other similar services. Co-generation facilities will be required to comply with Title 15 of the Valdez Municipal Code. (Ord. 03-15 § 1 (part): Ord. 97-17 § 1)

17.04.440 Contiguous.

“Contiguous” means next to, abutting, or touching and having a boundary, or portion thereof, which is common, coterminous or coextensive. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.445 Corral.

“Corral” means the primary enclosure for confining livestock. (Ord. 03-15 § 1 (part): Ord. 96-19 § 1)

17.04.446 Correctional facility.

“Correctional facility” means any place designated by law for the keeping of persons held in custody under process of law, or under lawful arrest, including state prisons, borough, municipal, and contract jails, and other facilities operated by the department of corrections or local governmental units primarily for the purposes of punishment, correction, or rehabilitation following conviction of a criminal offense.

17.04.450 Country club.

“Country club” means a land area and buildings containing recreational activities, clubhouse and associated accessory uses, usually open only to members and their guests for a membership fee. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.460 Coverage.

“Coverage” means the percentage of the total area allowed to be covered by buildings or structures of any type or size. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.470 Day care.

“Day care” means the care, supervision and guidance, on a regular basis, of a child or children under the age of fourteen years unaccompanied by a parent or legal guardian, for periods of less than twenty-four hours a day. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.475 Density.

“Density” means the number of inhabitants, or dwellings, per unit of geographical region; may refer to population or housing density. (Ord. 03-15 § 1 (part))

17.04.477 Distillery.

“Distillery” has the meaning given in AS 04.11.170. A distillery must have a valid distillery license under AS 04.11.170 and comply with all requirements set forth therein.

17.04.480 Dormitory.

“Dormitory” means a residential building, other than a hotel or motel, with six or more guest rooms, where lodging with or without meals is provided for compensation on other than a day-to-day basis for students, employees or the like and which is not open to transient guests. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.490 Drinking establishment.

“Drinking establishment” means a building or place of business involving the retail sale or dispensing of alcoholic beverages by the drink. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.500 Dwelling.

“Dwelling” means a building designed or used exclusively as living quarters for one or more families. (Ord. 03-15 § 1 (part); prior code § 30-8(b) (part))

17.04.510 Dwelling, multiple-family.

“Multiple-family dwelling” means a residential building designed for or occupied by three or more families, with the number of families in residence not exceeding the number of dwelling units provided. (Ord. 03-15 § 1 (part); prior code § 30-8(b) (part))

17.04.520 Dwelling, single-family.

“Single-family dwelling” means a detached building constructed on a permanent foundation, designed for long-term human habitation exclusively and constituting one dwelling unit. (Ord. 03-15 § 1 (part); prior code § 30-8(b) (part))

17.04.530 Dwelling, two-family.

“Two-family dwelling” means a detached building designed for or to be occupied exclusively by two families and constituting two dwelling units, set side by side or one on top of the other with a common wall and/or a floor/ceiling assembly between, whichever is appropriate and having a common roof. (Ord. 03-15 § 1 (part); Ord. 95-01 § 1; prior code § 30-8(b) (part))

17.04.540 Dwelling unit.

“Dwelling unit” means a structure or portion thereof containing a kitchen, living, toilet and sleeping accommodations and designed to be occupied by one family. (Ord. 03-15 § 1 (part); prior code § 30-8(b) (part))

17.04.550 Easement.

“Easement” means an interest in land owned by another that entitles the easement holder to a specified limited use or enjoyment. (Ord. 03-15 § 1 (part); prior code § 30-8(b) (part))

17.04.560 Eating establishment.

“Eating establishment” means a place, building or structure where the preparation or serving of food for sale or consumption is conducted. (Ord. 03-15 § 1 (part); prior code § 30-8(b) (part))

17.04.570 Exception.

“Exception” means a new structure constructed in violation of this title by innocent error. (Ord. 03-15 § 1 (part); prior code § 30-8(b) (part))

17.04.575 Excessive.

“Excessive” means beyond normal or reasonable limits. (Ord. 03-15 § 1 (part))

17.04.580 Factory-built or prefabricated building.

“Factory-built or prefabricated building” means a detached building designed for long-term habitation and use and having complete facilities, constructed and fabricated into one or more

sections at a factory and designed to be joined at location of use on a permanent foundation and meeting all applicable building codes and housing codes. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.590 Family.

“Family” means any number of individuals related by blood or marriage or an unrelated group of not more than five persons living together as a single housekeeping unit. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.600 Fence.

“Fence” means a barrier which is constructed of wood, metal, plastics, masonry materials or a combination thereof. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.610 Fence height.

“Fence height” means the vertical distance between the ground, either natural or filled, directly under the fence and the highest point of the fence, excluding ornamental projections at no closer than five-foot intervals. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.620 Floor area.

“Floor area” means the total horizontal area of each floor of a building within the surrounding outer walls but excluding vent shafts and courts. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.630 Frozen food lockers.

“Frozen food lockers” means refrigerated lockers provided for the storage of frozen food, either private or rented, for a fee. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.640 Garage.

“Garage” means a building or portion thereof in which motor vehicles containing gasoline, distillates or other volatile, flammable liquids are stored. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.650 Garage, body and fender repair.

“Body and fender repair garage” means a garage used for major automobile repairs, especially body and fender work involving repair of damaged vehicles. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.660 Garage, mechanical repair.

“Mechanical repair garage” means any garage available to the public operated for gain, and which is used for storage, major mechanical repair including but not limited to engine, transmission or differential repair or replacement, greasing, washing, servicing or adjusting or equipping of automobiles or other vehicles. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.670 Garage, private.

“Private garage” means an accessory building or any portion of a main building used in connection with residential purposes for the storage of passenger motor vehicles. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.680 Grade or ground level.

“Grade or ground level” means the average level of the finished ground at the center of all exterior walls of a building; in case walls are parallel to and within five feet of a public sidewalk, the ground shall be measured at the sidewalk. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.690 Group care facility.

“Group care facility” means any private or public institution maintained and operated for the care, boarding, housing or training of five or less physically, mentally or socially handicapped or delinquent dependent persons by an unrelated person. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.700 Guest room.

“Guest room” means any room in a dormitory, boarding or lodginghouse used for and maintained to provide sleeping accommodations for not more than two persons. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.710 Home occupation.

“Home occupation” means an accessory use of service character customarily conducted within a dwelling unit which is clearly incidental and secondary to the use of the dwelling for living purposes and does not change the character thereof. (Ord. 03-15 § 1 (part): Ord. 98-03 § 2: prior code § 30-8(b) (part))

17.04.720 Hospital.

“Hospital” means an institution providing primary health services and medical or surgical care to persons, primarily inpatients, suffering from illness, disease, injury, deformity and other abnormal physical or mental conditions, and including, as an integral part of the institution, related facilities such as laboratories, outpatient facilities or training facilities. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.730 Hospital, animal.

“Animal hospital” means a facility, which may include animal runs, in which veterinary services are rendered to animals and domestic pets, and which may include clipping, bathing, boarding, and other services. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.735 Hostel.

“Hostel” means any building or group of buildings in which there are five or less guest rooms, used for the purpose of offering public lodging on a day-to-day basis, not including bed and breakfast homes. (Ord. 03-15 § 1 (part))

17.04.740 Hotel.

“Hotel” means any building or group of buildings in which there are six or more guest rooms, used, designed or intended for use for the purpose of offering public lodging on a day-to-day basis. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.750 Industrial.

“Industrial” means activity including resource extraction, manufacturing, warehousing, storage, distribution, shipping and other related uses. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.755 Industrial, heavy.

“Heavy industrial” means activity including heavy manufacturing, shipping terminals, natural resource extraction, and other processes or operations which involve one or more of the following: large numbers of workers, heavy truck traffic, significant environmental effects or large-volume public water and sewer service. (Ord. 03-15 § 1 (part))

17.04.756 Industrial, light.

“Light industrial” means light industrial manufacturing, processing, warehousing, storage, wholesale and distribution operations, and similar processes and operations. (Ord. 03-15 § 1 (part))

17.04.760 Inn.

“Inn” means any building or group of buildings in which there are five or less guest rooms, used for the purpose of offering public lodging on a day-to-day basis, not including a bed and breakfast home. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.770 Institutions of higher learning.

“Institutions of higher learning” means an organization whose purpose is post-secondary education. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.780 Insure.

“Insure” means guarantee; make sure or certain something will happen. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.790 Junkyard.

“Junkyard” means any lot or portion of a lot used for the storage, salvage, keeping or abandonment of junk or waste material including worn out, wrecked, scrapped, partially or fully dismantled discarded tangible materials, combination of materials, or items, such as machinery, metal, rags, rubber, paper, plastics, chemicals and building materials which cannot, without further reconditioning, be used for their original purpose. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.800 Kennel.

“Kennel” means any enclosure, building, shelter, area or establishment used for the purpose of breeding, buying, selling, keeping or boarding three or more dogs over the age of four months either for profit, pleasure or as pets. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.810 Laboratory.

“Laboratory” means a room or building used for scientific experimentation, research or preparing chemicals or drugs. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.811 Light manufacturing or processing.

“Light manufacturing or processing” means small-scale industrial operations in the production of some commodity. (Ord. 03-15 § 1 (part))

17.04.815 Livestock.

“Livestock” means generally accepted outdoor farm animals (i.e., cows, goats, horses, pigs, barnyard fowl, etc.) not to include cats, dogs and other house pets.

A. Large Livestock. “Large livestock” means livestock two hundred fifty pounds and over, and older than twelve months.

B. Small Livestock. “Small livestock” means livestock under two hundred fifty pounds and older than six months.

C. Livestock under six months of age is considered to be in the weaning process and is not included in the total number of countable livestock on a piece of property. (Ord. 03-15 § 1 (part): Ord. 96-19 § 2)

17.04.820 Loading berth.

“Loading berth” means an off-street space used for the temporary parking of commercial vehicles while unloading merchandise, materials or supplies at a building or structure and located upon the same lot as the building. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.825 Lodge.

“Lodge” means the same as “inn” as defined in Section 17.04.760 of this code. (Ord. 03-15 § 1 (part): Ord. 97-12 § 1 (part))

17.04.830 Lot.

“Lot” means a parcel of land shown as an individual unit on the most recent plat of record and intended to be used for one principal building and use. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.840 Lot, corner.

“Corner lot” means a lot situated at the junction of, and bordering on, two intersecting streets. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.850 Lot, depth of.

“Depth of lot” means a mean horizontal distance between the front and rear lot lines, measured in the general direction of its side lot line. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.860 Lot, interior.

“Interior lot” means a lot located within a group of lots other than on intersecting streets. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.870 Lot line, front.

“Front lot line” means the lot line adjacent to a public street. In the case of a corner lot, the front line shall be the shorter of the street lot lines. In the case of a triangular lot located on a curved street, the front lot line shall be the chord line of the curve measured from the points where property intersects the street. In no case should this line be less than ten feet. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.880 Lot line, rear.

“Rear lot line” means the lot line opposite and most distant from the front lot line, and in the case of a triangular, irregular or other odd-shaped lot, the line not less than ten feet in length, within the lot, parallel to and at the maximum distance from the front lot line. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.890 Lot line, side.

“Side lot line” means any lot line not a front lot line or a rear lot line. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.900 Lot lines.

“Lot lines” means the property lines bounding a single parcel of property. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.910 Lot width.

“Lot width” means the mean horizontal distance separating side lot lines of an individual lot. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.920 Lot, zero line.

“Zero line lot” means a technique whereby two adjacent buildings from adjacent lots can be constructed with a common wall providing a proper fire wall rating is utilized. All other aspects are the same as in conventional development. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.921 Major street.

“Major street” means a roadway which serves as the principal artery of through traffic movement. They are generally high-speed highways with limited access. (Ord. 05-12 § 3)

17.04.925 Master plan.

“Master plan” means a plan for a subdivision or similar improvement that includes development aspects, including, but not limited to, zoning, lot size, utilities, recreational/public facilities, biological issues, snow removal, geological hazards, drainage, access, streets, public areas, rights-of-way, easements, and future expansion options. A master plan is designed to be a living document that changes based on survey results, community needs, environmental and geological changes or impacts. (Ord. 03-15 § 1 (part))

17.04.926 Marijuana concentrate manufacturing facility.

“Marijuana concentrate manufacturing facility” has the meaning given in AS 17.38.900 (10) and is subject to the privileges set out in 3 AAC 306.515 and the prohibitions set out in 3 AAC 306.510. Marijuana concentrate manufacturing facilities are a limited version of marijuana product manufacturing facilities and are permitted wherever marijuana product manufacturing facilities are permitted.

17.04.927 Marijuana cultivation facility.

“Marijuana cultivation facility” has the meaning given in AS 17.38.900(8) and is subject to the privileges and prohibitions set out in 3 AAC 306.405.

17.04.928 Marijuana cultivation facility, limited.

“Marijuana cultivation facility, limited” has the meaning given in AS 17.38.900(8) and is subject to the privileges and prohibitions set out in 3 AAC 306.410. Limited marijuana cultivation facilities are a limited version of marijuana cultivation facilities and are permitted wherever marijuana cultivation facilities are permitted. “Marijuana cultivation facility, limited” and “limited marijuana cultivation facility” have the same meaning as used herein.

17.04.929 Marijuana product manufacturing facility.

“Marijuana product manufacturing facility” has the meaning given in AS 17.38.900(10) and is subject to the privileges set out in 3 AAC 306.305 and prohibitions set out in 3 AAC 306.310.

17.04.930 Marijuana retail store.

“Marijuana retail store” has the meaning given in AS 17.38.900(13) and is subject to the privileges set out in 3 AAC 306.305 and prohibitions set out in 3 AAC 306.310. “Marijuana retail store” and “retail marijuana store” have the same meaning as used herein.

17.04.931 Marijuana testing facility.

“Marijuana testing facility” has the same meaning given in AS 17.38.900(12) and is subject to the privileges and prohibitions set out in 3 AAC 306.610.

17.04.932 Marine equipment and repair facilities.

“Marine equipment and repair facilities” means an establishment where marine equipment is sold and repaired. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.933 Minor street.

“Minor street” means that which is used primarily for access to the abutting properties. (Ord. 05-12 § 4)

17.04.940 Mobile home.

“Mobile home” means a detached single-family dwelling designed for long-term human habitation and having complete living facilities; constructed and fabricated into a complete unit in a factory and capable of being transported to a location of use on its own chassis and wheels; identified by a model number and serial number by its manufacturer, meeting the mobile home manufacturer’s association codes and designed primarily for placement on an impermanent foundation. Travel trailers as defined in this title are not to be construed as mobile homes. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.950 Mobile home court.

“Mobile home court” means any area, lot or portion of a lot where space for two or more mobile homes is leased, rented or held out for rent for occupancy, having separate attachments for normal public utilities; this does not include automobile or trailer sales lots on which unoccupied mobile homes are parked for inspection and sale. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.960 Mobile home subdivision.

“Mobile home subdivision” means two or more mobile homes on separate lots developed under the subdivision regulations and the conditional use procedures of this title, where mobile homes are permanently installed for residential use on individually owned parcels of property. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.970 Motel.

“Motel” means an establishment providing transient accommodations commonly containing six or more rooms with complete sanitary facilities intended primarily for those traveling by car, usually with direct access from each room to an area for cars. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.980 Natural resource extraction.

“Natural resource extraction” means commercial or industrial operations involving removal of timber, native vegetation, peat, muck, topsoil, fill, sand, gravel, rock or any operations having similar characteristics. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.990 New construction.

“New construction” means any structure for which the start of construction commenced on or after the effective date of the ordinance codified in this title. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.1000 Nonconformity.

“Nonconformity” means any lot, structure, use of land, use of a structure or characteristics of such use which does not conform to the terms of this title or future amendments, but which was lawful or in active use before or on January 17, 1983. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.1010 Open space.

“Open space” means any parcel or area of land or water essentially unimproved and set aside, dedicated, designated or reserved for public or private use or enjoyment, or for the use and enjoyment of owners and occupants of land adjoining or neighboring such open space. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.1020 Open space, common.

“Common open space” means land within or related to a development, not individually owned or dedicated for public use, which is designed and intended for the common use or enjoyment of the residents of the development and may include such complementary structures and improvements as are necessary and appropriate. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.1030 Owner or manager apartment.

“Owner or manager apartment” means a defined area within a building that is designed to be used exclusively as the living quarters for the owner or manager of that building. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.1040 Park.

“Park” means a tract of land, designated and used by the public for active and passive recreation. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.1050 Parking, public.

“Public parking” means a structure or open area other than a street, alley or other right-of-way used for the temporary parking of automobiles and available for public use whether free, for compensation, or as an accommodation for clients or customers. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.1060 Parking space, off-street.

“Off-street parking space” means a space located off any street, alley or other right-of-way which is adequate for parking an automobile with room for opening the doors and adequate maneuvering room on a parking lot with access to a public street or alley. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.1070 Parsonage.

“Parsonage” means the permanent place of residence of the pastor or minister of a church. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.1075 Passive.

“Passive” means existing, conducting or experiencing without active or concerted effort; receiving an action without responding or initiating a return action. (Ord. 03-15 § 1 (part))

17.04.1080 Permitted use.

“Permitted use” means any use allowed in a zoning district and subject to the restrictions applicable to that zoning district. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.1090 Personal services.

“Personal services” means establishments primarily engaged in providing individual services generally related to personal needs such as a tailor shop. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.1100 Pharmacy.

“Pharmacy” means a place where drugs and medicines are prepared and dispensed. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.1110 Planned unit development.

“Planned unit development” means a group or combination of dwellings and associated uses developed as a functional unit under conditional use procedures, the plan of which may not conform to the regulations established in any one or more zoning districts with respect to lot size, mixture of uses, density, lot coverage or required open space. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.1120 Playing field.

“Playing fields” means grounds and facilities for open-air games. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.1130 Port and harbor facilities.

“Port and harbor facilities” means those facilities generally associated with a port or harbor such as docks, piers, floats, and the harbormaster structure. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.1140 Principal use.

“Principal use” means the primary or predominant use of any lot or tract. The first use to which property is or may be devoted, and to which all other uses on the premises are derived as accessory or secondary uses. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.1150 Private club or lodge.

“Private club or lodge” means a building and related facilities owned or operated by a corporation, association, or group of individuals established for the fraternal, social, educational, recreational or cultural enrichment of its members and not primarily for profit, and whose members meet certain prescribed qualifications for membership and pay dues. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.1160 Profession.

“Profession” means an occupation or calling requiring the practice of a learned art through specialized knowledge, training, experience or a degree issued by an institute of higher learning, e.g., doctor of medicine, lawyer, engineer or real estate broker. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.1170 Professional office.

“Professional office” means the office of a member of a recognized profession maintained for the conduct of that profession. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.1180 Property line.

“Property line” means a demarcation limit of a lot dividing it from other lots or parcels of land. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.1190 Quasi-institutional homes.

“Quasi-institutional homes” means a residential facility located in a residence or living unit, the principal use being to serve as a place for no more than six persons seeking rehabilitation, counseling, self-help and family environment. This includes recovery from a physical, emotional or legal infirmity. Such homes are commonly called half-way houses, children’s homes or self-help facilities. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.1195 Quasi-public.

“Quasi-public” means in a manner or degree of being public, having some, but not all of the particular attributes of being public. (Ord. 03-15 § 1 (part))

17.04.1200 Recreation camps or resorts.

“Recreation camps or resorts” means a camp designed and equipped for the conduct of sports, leisure time activities or other customary and usual recreational activities. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.1201 Recreation or youth center.

“Recreation or youth center” means a building, structure, athletic playing field, or playground run or created by a local government or the state to provide athletic, recreational, or leisure activities for persons under 21 years of age; or operated by a public or private organization licensed to provide shelter, training, or guidance for persons under 21 years of age.

17.04.1205 Recreational park trailer.

“Recreational park trailer” means a unit designed for use as temporary or seasonal nonpermanent overnight accommodations that is built on a single chassis, mounted on wheels, and is permanently towable by a light duty vehicle. It may not exceed four hundred square feet in the set-up mode when measured at the largest horizontal projections. The unit must be certified by a manufacturer complying with ANSI standard A 119.5 and must be registered in the state in which it is domiciled. (Ord. 03-15 § 1 (part))

17.04.1210 Recreational vehicle.

“Recreational vehicle” means a vehicular-type unit primarily designed as temporary living quarters for recreational, camping, travel, or other temporary occupancy use, which either has its own motive power, or is mounted on or drawn by another vehicle. By way of illustration and not limitation the basic entities are: travel trailer, camping trailer, truck camper, house trailer, motor home, and other similar vehicles. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.1220 Recreational vehicle park or campground.

“Recreational vehicle park or campground” means a parcel of land where two or more recreational vehicles or tents are parked, camped, leased or rented for temporary occupancy for recreation or vacation purposes. A recreational vehicle park or campground may be improved or unimproved providing remote, rural or nonrural settings that may or may not include improvements and amenities such as restrooms, water, showers, electricity, a dump station, cable television, Internet service or similar services.

17.04.1225 Recreational vehicle park or campground site.

“Recreational vehicle park or campground site” means a plot of ground within a recreational vehicle park or campground intended for the accommodation of a recreational vehicle, a tent, or other individual camping unit on a temporary basis.

17.04.1230 Related.

“Related” means any of the following relationships by marriage, blood, or legal adoption: parent, grandparent, brother, sister, stepparent, stepsister, stepbrother, uncle, aunt; it also means the relationship of a legal guardian or ward.

17.04.1231 Religious services.

See “Church services.”

17.04.1235 Rental cabins.

“Rental cabins” means a single-family dwelling that does not exceed seven hundred square feet in total area and contains no more than one sleeping room or area, and is available for rent on a limited or long-term basis. (Ord. 03-15 § 1 (part): Ord. 97-12 § 1 (part))

17.04.1240 Residential.

“Residential” means activity involving the occupation of a building for living, cooking, sleeping and recreation. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.1245 Retail store.

“Retail store” means a business engaged in the sale of commodities in small quantities to the consumer. (Ord. 03-15 § 1 (part))

17.04.1250 Retirement center.

“Retirement center” means a development designed to meet the needs of, and exclusively for, the residences of retired individuals. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.1260 Riding stable.

“Riding stable” means an establishment where horses are boarded and cared for and where the general public may, for a fee, hire horses for riding. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.1270 Right-of-way.

“Right-of-way” means a strip of land acquired by reservation, dedication, forced dedication, prescription or condemnation and intended to be occupied or occupied by a road, crosswalk, railroad, electric transmission lines, oil or gas pipeline, water line, sanitary storm sewer and other similar uses. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.1280 School.

“School” means any building or part thereof which is designed, constructed or used for educational purposes or instruction in any branch of knowledge. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.1290 School, private.

“Private school” means any building or group of buildings the use of which meets state requirements for primary, secondary or higher education and which use does not secure the major part of its funding from any governmental agency. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.1300 Setback.

“Setback” means that line that is the required minimum distance from the street right-of-way or any other lot line that establishes the area within which the principal structure must be erected or placed. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.1305 Shooting range.

“Shooting range” means a facility or area used for controlled, live discharge at a target, by firearm instruments, including, but not limited to, archery items, rifles, pistols, air guns and shotguns. (Ord. 03-15 § 1 (part))

17.04.1310 Sign.

“Sign” means any device, flat, light, figure, picture, letter, message, symbol, plaque or poster visible outside the lot on which it is located and which is designed to inform or attract the attention of the public, excluding murals or architectural designs which do not advertise a business, product or service. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.1320 Sign, real estate.

“Real estate sign” means a sign pertaining to the sale or lease of the premises, or a portion of the premises, on which the sign is located. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.1330 Stable.

“Stable” means a structure or establishment that is used for the shelter or care of horses and cattle. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.1340 State highway.

“State highway” means a right-of-way classified by the state as a primary, secondary A or secondary B highway. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.1350 Story.

“Story” means that portion of a building between any floor and the next floor above; except, that the topmost story shall be that portion of a building between the topmost floor and the ceiling or roof above it. If the finished floor level directly above a basement, cellar or unused floor space is more than six feet above grade for more than fifty percent of the total perimeter or is more than twelve feet above grade at any point, such basement, cellar or unused floor space shall be considered a story. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.1360 Street.

“Street” means a permanently designed way, open to general public use, which affords the principal means of access to abutting property, such as an avenue, place, drive, boulevard, highway and any other similar public thoroughfare. (Ord. 05-12 § 5: Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.1370 Street line.

“Street line” means the property line bordering the street right-of-way. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.1380 Structure.

“Structure” means anything which is constructed or erected and which is located on or under the ground, or attached to something fixed to the ground. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.1390 Subdivision.

“Subdivision” means the division of a lot, tract or parcel of land into two or more lots, tracts, parcels or other divisions of land for sale, development or lease. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.1400 Tank farms.

“Tank farms” means any and all lots that contain one or more tanks or enclosed storage facilities with an aggregate total capacity capable of holding ten thousand gallons of a liquid or

more, and designed for the purpose of containing liquids other than water. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.1410 Tent.

“Tent” means a portable, collapsible, enclosed shelter made of canvas or nylon, or comparable material, which has been specifically designed and manufactured for temporary use for camping. (Ord. 03-15 § 1 (part): Ord. 96-07 § 2: prior code § 30-8(b) (part))

17.04.1420 Townhouse.

“Townhouse” means a building containing single-family dwelling units erected in a row, on adjoining lots, each being separated from the adjoining units by an approved party wall or fire wall extending from the basement or cellar floor through the roof along the linking lot line. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.1425 Trail.

“Trail” means a marked, worn or beaten path, as through woods or wilderness. (Ord. 03-15 § 1 (part))

17.04.1430 Trailer.

“Trailer” means a utility structure standing on wheels, towed or hauled by another vehicle and used for short-term human occupancy, carrying materials, goods or objects, or as a temporary office. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.1460 Tree nurseries.

“Tree nurseries” means land or greenhouses used to raise trees for sale. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.1470 Truck gardening.

“Truck gardening” means the growing of farm products which are trucked to a local market. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.1480 Use.

“Use” means the purpose for which land or a building is arranged, designed or intended, or for which either land or building is or may be occupied or maintained. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.1490 Use, accessory.

See “Accessory use.” (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.1500 Use, principal.

See “Principal use.” (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.1510 Utility installation.

“Utility installation” means an installation owned by any agency which, under public franchise or ownership, or under certificate of convenience and necessity, provides the public with electricity,

gas, heat, steam, communication, water, sewage collection or other similar service. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.1520 Variance.

“Variance” grants an exception to a standard of a zoning district but not to the use restriction of that zoning district and then only when unusual physical characteristics of the lot make application of the standard an undue hardship. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.1530 Variety store.

“Variety store” means a retail store that sells a wide variety of relatively small and inexpensive items. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.1540 Vehicle and trailer sales.

“Vehicle and trailer sales” means the use of any building, land area or other premises for the display and sale of new or used automobiles, panel trucks or vans, trailers, or recreation vehicles and including any warranty repair work and other minor repair service conducted as an accessory use. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.1550 Vocational school.

“Vocational school” means a secondary or higher education facility primarily teaching usable skills that prepares students for jobs in a trade and meets the state requirements as a vocational facility. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.1560 Warehouse.

“Warehouse” means a building used primarily for the storage of goods and materials. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.1570 Watchman or caretaker dwelling.

“Watchman or caretaker dwelling” means an accessory dwelling associated with a commercial or industrial building or structure for the purpose of housing a watchman or caretaker. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.1575 Watershed.

“Watershed” means an area in which all water, sediments, and dissolved materials flow or drain into a common river, lake, ocean or other body of water. (Ord. 03-15 § 1 (part))

17.04.1577 Winery.

“Winery” has the meaning given in AS 04.11.140. A winery must have a valid winery license under AS 04.11.140 and comply with all requirements set forth therein.

17.04.1580 Yard, front.

“Front yard” means a yard extending the full width of the lot across the front of a lot adjoining a public street and measured horizontally at right angles to the front lot line or future street right-of-way line. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.1590 Yard, rear.

“Rear yard” means a yard extending the full width of the lot across the rear of the lot and measured horizontally at right angles to the rear lot line, future alley right-of-way or access easement. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.1600 Yard, side.

“Side yard” means a yard extending from the front yard to the rear yard and measured horizontally at right angles to the side lot line. In the case of a corner lot or side yard abutting a public street, the side yard shall be measured horizontally at right angles to the side lot line or future street right-of-way. (Ord. 03-15 § 1 (part): prior code § 30-8(b) (part))

17.04.1610 Zero lot line.

See “Lot, zero line.” (Ord. 03-15 § 1 (part))

Section 2: Chapter 17.28 of the Valdez Municipal Code is hereby amended to read as follows:

Chapter 17.28

CBD CENTRAL BUSINESS DISTRICT

Sections:

- 17.28.010 Intent.
- 17.28.020 Permitted principal uses and structures.
- 17.28.030 Permitted accessory uses.
- 17.28.040 Conditional uses.
- 17.28.050 Prohibited uses and structures.
- 17.28.060 Minimum lot requirements.
- 17.28.070 Minimum setback requirements.
- 17.28.080 Maximum height of buildings and structures.
- 17.28.090 Required off-street parking and loading.
- 17.28.100 Signs.
- 17.28.110 Maximum lot coverage by all buildings and structures.

17.28.010 Intent.

The CBD (central business district) area is served by a full range of utilities and services and is established as a district in which the principal use of land is for retail and parking, personal and business services of all kinds, satisfying the needs of residents of the entire community in one central location. The zone is intended to permit convenient expansion of permitted uses and to

provide the proper amount of light and space needed for streets and more exposure of buildings. The CBD district should protect businesses within the zoning district from over-congestion, and should prohibit exclusive residential and industrial uses or any other uses which would substantially interfere with the development and continuation of a cohesive central business district. (Ord. 03-15 § 11 (part): prior code § 30-21(a))

17.28.020 Permitted principal uses and structures.

In the CBD zone, the following uses and structures are permitted outright:

1. Agencies and offices rendering specialized professional services such as finance, real estate and brokerage, including service agencies not involving on-premises retail or on-premises maintenance of the stock of goods for sale to the general public;
2. Alcoholic beverages, packaged retail sales; alcoholic beverages, licensed premises;
3. Antiques and gift stores;
4. Appliance distributors;
5. Art and supply retail shops;
6. Automobile commercial parking enterprises;
7. Bakery shops and confectioneries, operating as both wholesale and retail businesses; provided, that such operations are limited to one thousand five hundred square feet of manufacturing area;
8. Banks, barber, beauty and other personal services;
9. Books and stationery stores;
10. Brewery;
11. Brewpub;
- 12~~10~~. Child care centers;
- 13~~11~~. Clothing sales;
- 14~~12~~. Department retail stores;
15. Distillery;
- 16~~13~~. Drugstores;
- 17~~14~~. Eating and drinking establishments, including clubs and places of entertainment;
- 18~~15~~. Finance and loan companies;
- 19~~16~~. Food processing for sale and retail on the premises, but excluding the killing or dressing of any flesh or fowl;
- 20~~17~~. Food stores (retail only), grocery, delicatessen, meat or fish stores, but excluding the killing or dressing of any flesh or fowl;
- 21~~18~~. Furniture retail sales and outlets;
- 22~~19~~. Governmental and private office buildings, including professional offices;
- 23~~20~~. Hardware, appliance and electrical items for retail sale;
- 24~~21~~. Hotels;
- 25~~22~~. Jewelry and watch sales and manufacturing;
- 26~~23~~. Laundries, laundromats;
- 27~~24~~. Laundry pickup stations;
- 28~~25~~. Libraries;
- 29~~26~~. Locksmiths and gunsmiths;
- 30~~27~~. Lodges of fraternal labor or social organizations;

- ~~31~~²⁸. Marijuana retail store;
- ~~32~~²⁹. Marijuana testing facilities;
- ~~33~~³⁰. Mortuaries/funeral homes;
- ~~34~~³¹. Museums and art galleries;
- ~~35~~³². Music stores;
- ~~36~~³³. Newsstands;
- ~~37~~³⁴. Office and secretarial service establishments;
- ~~38~~³⁵. Office equipment supplies, sales and service;
- ~~39~~³⁶. Opticians and optical supplies and sales;
- ~~40~~³⁷. Pawnshops or secondhand stores;
- ~~41~~³⁸. Photographic studios and camera supply stores;
- ~~42~~³⁹. Police and fire stations;
- ~~43~~⁴⁰. Public or private schools and institutions of higher learning;
- ~~44~~⁴¹. Radio, television sales (retail) and services;
- ~~45~~⁴². Radio and television broadcast stations including transmission towers and masts;
- ~~46~~⁴³. Retail stores;
- ~~47~~⁴⁴. Shoe repair shops;
- ~~48~~⁴⁵. Sporting goods sales;
- ~~49~~⁴⁶. Tailors, dressmakers and milliners;
- ~~50~~⁴⁷. Taxi stands;
- ~~51~~⁴⁸. Testing laboratories.
- ~~52.~~ Winery.

17.28.030 Permitted accessory uses.

In a CBD zone, the following uses and structures, which are incidental to the permitted principal uses and structures listed in Section 17.28.020, are permitted:

- A. Accessory buildings in conjunction with a permitted or conditional use such as a private garage or workshop;
- B. Automobile parking in conjunction with the permitted or conditional uses;
- C. One or more apartments;
- D. Home occupations;
- E. Small wind energy systems in conformance with Section 17.48.150. (Ord. 08-11 § 9: Ord. 03-15 § 11 (part): Ord. 94-03 § 1: Ord. 93-17 § 1: prior code § 30-21(c))

17.28.040 Conditional uses.

In a CBD zone, subject to the conditional use provisions of this title, the following uses and structures may be permitted:

- A. Assembly halls;
- B. Commercial planned unit developments;
- C. Gymnasiums and similar structures.
- D. Limited marijuana cultivation facilities (only in conjunction with a marijuana retail store or a retail store).

17.28.050 Prohibited uses and structures.

In the CBD zone, any uses or structures not of a character indicated under permitted principal uses and structures or permitted as a conditional use are prohibited. (Ord. 03-15 § 11 (part): prior code § 30-21(e))

17.28.060 Minimum lot requirements.

- A. Lot width: none.
- B. Lot area: none. (Ord. 03-15 § 11 (part): prior code § 30-21(f))

17.28.070 Minimum setback requirements.

- A. Front yard, side yard and rear yard: subject to building code regarding firewalls and separation of buildings.
- B. Side yard where it abuts a residential zoning district: same as that required for the residential district.
- C. Rear yard where it abuts a residential zoning district: same as that required for the residential district.
- D. Proper area for parking is required. (Ord. 03-15 § 11 (part): prior code § 30-21(g))

17.28.080 Maximum height of buildings and structures.

- A. Principal buildings and structures shall not exceed thirty-five feet in height, except as otherwise provided in this chapter.
- B. Accessory buildings shall not exceed sixteen feet in height. (Ord. 03-15 § 11 (part): prior code § 30-21(h))

17.28.090 Required off-street parking and loading.

Adequate off-street parking and loading spaces shall be provided in connection with any permitted use in accordance with the requirements set forth in Sections 17.48.100 and 17.48.110. (Ord. 03-15 § 11 (part): prior code § 30-21(i))

17.28.100 Signs.

Signs may be allowed in conjunction with any permitted use subject to the provisions of Section 17.48.090. (Ord. 03-15 § 11 (part): prior code § 30-21(j))

17.28.110 Maximum lot coverage by all buildings and structures.

Unrestricted. (Ord. 03-15 § 11 (part))

Section 3: Chapter 17.30 of the Valdez Municipal Code is hereby amended to read as follows:

Chapter 17.30

G GENERAL COMMERCIAL DISTRICT

Sections:

17.30.010 Intent.

- 17.30.020 Permitted principal uses and structures.
- 17.30.030 Permitted accessory uses.
- 17.30.040 Conditional uses.
- 17.30.050 Prohibited uses and structures.
- 17.30.060 Minimum lot requirements.
- 17.30.070 Minimum setback requirements.
- 17.30.080 Maximum lot coverage by all buildings and structures.
- 17.30.090 Maximum height of buildings and structures.
- 17.30.100 Required off-street parking and loading.
- 17.30.110 Signs.

17.30.010 Intent.

The G (general commercial) district is served by the major and essential utilities of sewer, water and electricity and is intended to include those areas which are heavily exposed to automobile traffic. The district is intended specifically for those areas surrounding major intersections where personal services, convenience goods and auto-related service facilities are desirable and appropriate land uses. The extension of the G district commercial uses along arterials in a “strip” fashion is discouraged. (Ord. 03-15 § 12 (part): prior code § 30-22(a))

17.30.020 Permitted principal uses and structures.

In a G zone, the following uses and structures are permitted outright:

- A. All principal uses permitted within the central business district;
- B. Automobile service stations and automobile mechanical repair garages;
- C. Bowling alleys;
- D. Brewery;
- E. Brewpub;
- ~~F~~D. Child care facilities;
- GE. Community buildings, assembly halls and recreation centers;
- H. Distillery;
- ~~I~~F. Fraternal organizations, private clubs and theaters;
- JG. Hardware buildings, materials, supply establishments; provided, that such activities shall be conducted within a completely enclosed building;
- ~~K~~H. Hotels and inns;
- LI. Marijuana retail stores;
- MJ. Marijuana testing facilities;
- ~~N~~K. Motels;
- OL. Pet stores;
- PM. Print shops;
- QN. Public parks and open space for informal recreation;
- RO. Retail stores;
- SP. Utilities installations, except dams, water reservoirs, sewer treatment plants and solid waste disposal facilities. (Ord. 03-15 § 12 (part): prior code § 30-22(b))
- T. Winery.

17.30.030 Permitted accessory uses.

In a G zone, the following uses and structures, which are incidental to the permitted principal uses and structures listed in Section 17.30.020, are permitted:

- A. Accessory buildings;
- B. Automobile parking in conjunction with a permitted or conditional use;
- C. One or more apartments;
- D. Home occupations;
- E. Small wind energy systems in conformance with Section 17.48.150. (Ord. 08-11 § 10: Ord. 03-15 § 12 (part): Ord. 94-04 § 1: Ord. 93-16 § 1: prior code § 30-22(c))

17.30.040 Conditional uses.

In a G zone, subject to the conditional use provisions of this title, the following uses and structures may be permitted:

- A. Boat and marine equipment repair facilities;
- B. Boat storage;
- C. Commercial planned unit developments;
- D. Limited marijuana cultivation facilities (only in conjunction with a marijuana retail store or a retail store).
- E. Marijuana manufacturing facilities (only in conjunction with a marijuana retail store or a retail store).
- F. Playgrounds;
- G. Recreational vehicle campground.

17.30.050 Prohibited uses and structures.

In a G zone, any uses or structures not of a character indicated under permitted principal uses and structures or permitted as a conditional use are prohibited. (Ord. 03-15 § 12 (part): prior code § 30-22(e))

17.30.060 Minimum lot requirements.

- A. Lot width: fifty feet.
- B. Lot area: six thousand feet. (Ord. 03-15 § 12 (part): prior code § 30-22(f))

17.30.070 Minimum setback requirements.

- A. Front yard, side yard and rear yard: subject to building code regarding fire walls and separation of buildings.
- B. Side yard where it abuts a residential zoning district: same as that required for the residential district.
- C. Rear yard where it abuts a residential zoning district: same as that required for the residential district. (Ord. 03-15 § 12 (part): prior code § 30-22(g))

17.30.080 Maximum lot coverage by all buildings and structures.

Unrestricted. (Ord. 03-15 § 12 (part): prior code § 30-22(h))

17.30.090 Maximum height of buildings and structures.

- A. Principal buildings and structures shall not exceed thirty-five feet in height, except as otherwise provided in this title.
- B. Accessory buildings shall not exceed sixteen feet in height. (Ord. 03-15 § 12 (part): prior code § 30-22(i))

17.30.100 Required off-street parking and loading.

Adequate off-street parking and loading spaces shall be provided in connection with any permitted use in accordance with the requirements set forth in Sections 17.48.100 and 17.48.110. (Ord. 03-15 § 12 (part): prior code § 30-22(j))

17.30.110 Signs.

Signs may be allowed in conjunction with any permitted use subject to the provisions of Section 17.48.090. (Ord. 03-15 § 12 (part): prior code § 30-22(k))

Section 4: Chapter 17.36 of the Valdez Municipal Code is hereby amended as follows:

Chapter 17.36

L-I LIGHT INDUSTRIAL DISTRICT

Sections:

- 17.36.010 Intent.
- 17.36.020 Permitted principal uses and structures.
- 17.36.030 Permitted accessory uses and structures.
- 17.36.040 Conditional uses.
- 17.36.050 Prohibited uses and structures.
- 17.36.060 Minimum lot requirements.
- 17.36.070 Minimum setback requirements.
- 17.36.080 Maximum lot coverage by all buildings and structures.
- 17.36.090 Maximum height of buildings and structures.
- 17.36.100 Required off-street parking and loading.
- 17.36.110 Signs.

17.36.010 Intent.

The L-I (light industrial) district is intended for light industrial development including light manufacturing, processing, warehousing, storage, wholesale and distribution operations, and similar processes and operations. Limited commercial uses and accessory residential uses are allowed in the L-I district to serve the uses for which the district is primarily intended. (Ord. 03-15 § 16 (part): prior code § 30-25(a))

17.36.020 Permitted principal uses and structures.

In an L-I zone, the following uses and structures are permitted outright:

- A. Automobile service stations;

- B. Sales and repair facilities (i.e., equipment, boat, auto body);
- C. Building material supply establishments;
- D. Brewery;
- E~~D~~. Bunkhouses;
- F. Distillery;
- G~~E~~. Professional offices;
- H~~F~~. Maintenance and service shops, construction offices and equipment storage yards;
- I~~G~~. Marijuana cultivation facilities;
- J~~H~~. Marijuana product manufacturing facilities;
- K~~I~~. Marijuana retail stores
- L~~J~~. Marijuana testing facilities;
- M~~K~~. Light manufacturing and processing operations;
- N~~L~~. Open space for recreation;
- O~~M~~. Principal permitted uses of waterfront industrial district;
- P~~N~~. Agricultural nurseries and greenhouses;
- Q~~O~~. Utilities installations, except dams, water reservoirs and sewage treatment plants;
- R~~P~~. Warehousing and indoor/outdoor storage. (Ord. 03-15 § 16 (part): prior code § 30-25(b))
- S. Winery

17.36.030 Permitted accessory uses and structures.

In an L-I zone, the following uses and structures, which are incidental to the permitted principal uses and structures listed in Section 17.36.020, are permitted:

- A. Accessory buildings;
- B. Owner/operator dwellings;
- C. Sales and service uses accessory to permitted principal uses;
- D. Watchman's facilities;
- E. Small wind energy systems in conformance with Section 17.48.150. (Ord. 08-11 § 14: Ord. 03-15 § 16 (part): prior code § 30-25(c))

17.36.040 Conditional uses.

In an L-I zone, subject to the conditional use provisions of this title, the following uses and structures may be permitted:

- A. Airports and landing fields for rotary or fixed-wing aircraft;
- B. Animal hospitals, veterinary practices and kennels;
- C. Asphalt and concrete plants;
- D. Correctional facilities;
- E. Hazardous, volatile and flammable storage and distribution;
- F. Recreational vehicle campground;
- G. Sawmills;
- H. Solid waste processing facility on tracts of not less than ten acres;
- I. RV park or campground;
- J. Mobile home courts;
- K. Outdoor shooting ranges;
- L. Restaurants, taverns and cocktail lounges;

M. Structures over 35 feet. (Ord. 03-15 § 16 (part): prior code § 30-25(d))

17.36.050 Prohibited uses and structures.

Any use or structure not of a character indicated under permitted principal uses and structures or permitted as a conditional use is prohibited. (Ord. 03-15 § 16 (part): prior code § 30-25(e))

17.36.060 Minimum lot requirements.

Width and area are determined by use and other codes. (Ord. 03-15 § 16 (part): prior code § 30-25(f))

17.36.070 Minimum setback requirements.

Front yard, side yard and rear yard subject to building code regarding fire walls and separation of structures. (Ord. 03-15 § 16 (part): prior code § 30-25(g))

17.36.080 Maximum lot coverage by all buildings and structures.

Unrestricted within setbacks. (Ord. 03-15 § 16 (part): prior code § 30-25(h))

17.36.090 Maximum height of buildings and structures.

Principal buildings and structures shall not exceed thirty-five feet in height, except as otherwise provided in this title. (Ord. 03-15 § 16 (part): prior code § 30-25(i))

17.36.100 Required off-street parking and loading.

Adequate off-street parking and loading spaces shall be provided in connection with any permitted use in accordance with the requirements set forth in Sections 17.48.100 and 17.48.110. (Ord. 03-15 § 16 (part): prior code § 30-25(j))

17.36.110 Signs.

Signs may be allowed in conjunction with any permitted use subject to the provisions of Section 17.48.090. (Ord. 03-15 § 16 (part): prior code § 30-25(k))

Section 5. This ordinance takes effect immediately upon passage and approval.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ,
ALASKA this ____ day of _____, 2017.

CITY OF VALDEZ, ALASKA

Ruth E. Knight, Mayor

ATTEST:

Sheri L. Pierce, MMC, City Clerk

APPROVED AS TO FORM:

Anthony S. Guerriero, City Attorney

First Reading:
Second Reading:
Adoption:
Yeas:
Noes:
Absent:
Abstaining:

Central Business District, General Business District, and Light Industrial District



CITY OF VALDEZ, ALASKA

RESOLUTION #17-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, AMENDING THE 2017 CITY BUDGET BY TRANSFERRING \$250,000 FROM THE MAJOR MAINTENANCE RESERVE TO THE CAPITAL FACILITIES FUND

WHEREAS, the City wishes to make a timely award of a contract based on received bids; and

WHEREAS, the bid and related pending contract award exceeds the available funding for the North Tank Reservoir Re-Coating project; and

WHEREAS, contract amounts must be fully budgeted and appropriated prior to contracts being awarded; and

WHEREAS, the Water-New Well project will not commence until the 2018 construction season.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE City OF VALDEZ, ALASKA, that the 2017 City Budget is amended as follows:

Section 1: Account 350-0310-55000, activity 1602, Water-New Well, is reduced by \$250,000.

Section 2: Account 350-0050-49125, Transfers to Capital Facilities, is increased by \$250,000.

Section 3: Account 310-0050-39140, Transfers from Reserve Fund, is increased by \$250,000.

Section 4: Account 310-2537-55000, North Tank Reservoir Re-Coating project, is increased by \$250,000.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 21st day of March, 2017.

CITY OF VALDEZ, ALASKA

Ruth E.Knight, Mayor

ATTEST:

Sheri L. Pierce, MMC, City Clerk

CITY OF VALDEZ, ALASKA

RESOLUTION # 17-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, AUTHORIZING THE SUBORDINATION AND CONSENT WITH CROWLEY PETROLEUM DISTRIBUTION INC. FOR THE LEASE OF A 7,430 SQUARE FOOT PORTION OF USS 495

WHEREAS, the City of Valdez holds a lease with Crowley Petroleum Distribution, Inc. for a 7,430 square foot portion of USS 495; and

WHEREAS, the property is used by Crowley, the lessee, for operating the north fuel dock within the Valdez Small Boat Harbor; and

WHEREAS, the lease is for 21 years beginning in 2001 and ending in 2022, and includes six additional five-year extensions; and

WHEREAS, Crowley has entered into a financial arrangement with Bank of America; and

WHEREAS, Bank of America has requested Subordination and Consent by the City, as the landlord and lessor, with regard to the improvements on the lease area; and

WHEREAS, all other terms and conditions of the lease remain in full force and effect.

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

Section 1. The City Council of the City of Valdez, Alaska authorizes the Subordination and Consent with Crowley Petroleum Distribution Inc. for the lease of a 7,430 square foot portion of USS 495.

Section 2. This resolution takes effect immediately upon passage and approval.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 21st day of March, 2017.

CITY OF VALDEZ, ALASKA

Ruth E. Knight, Mayor

ATTEST:

Sheri L. Pierce, MMC, City Clerk

RECORDING REQUESTED BY:

BANK OF AMERICA, N.A.

AND WHEN RECORDED MAIL TO:

Norton Rose Fulbright US LLP
2200 Ross Avenue, Suite 3600
Dallas, Texas 75201
Attn: Will Walker, Esq.
Re: CPD Alaska LLC

Space above this line for recorder's use only

SUBORDINATION AND CONSENT BY REAL PROPERTY OWNER(S)
("Subordination and Consent")

This SUBORDINATION AND CONSENT is made this __ day of November, 2016 between **BANK OF AMERICA, N.A.**, a national banking association having an address at 300 Galleria Parkway, Atlanta, Georgia 30339-3153, as administrative agent for the below-defined Lenders (in such capacity, together with its successors and assigns in such capacity, "Agent"), and the **CITY OF VALDEZ** ("Owner") having an address at P.O. Box 307 , Valdez, Alaska 99686, and affects that real property in the City or Town of Valdez, Alaska, Valdez Recording District 318, Third Judicial District, State of **Alaska**, fully described on Exhibit "A" attached hereto and made a part hereof by this reference, and more commonly known as North Fuel Dock, Valdez, Alaska 99686 (hereinafter referred to as the "Premises").

WHEREAS, this Subordination and Consent is executed to induce Agent and the Lenders (as defined below) to enter into that certain Loan and Security Agreement dated as of September 20, 2016 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among the lenders from time to time party thereto (such lenders, together with their respective successors and permitted assigns, in such capacity, each, individually a "Lender" and collectively, the "Lenders"), Agent, **CROWLEY PETROLEUM DISTRIBUTION, INC.**, an Alaska corporation ("CPD") as guarantor (the "Guarantor"), **PETROLEUM DISTRIBUTION LLC**, a Delaware limited liability company ("PD") and **CPD ALASKA LLC**, a Delaware limited liability company ("CPD Alaska"; CPD Alaska together with PD, are referred to hereinafter each individually as a "Borrower", and individually and collectively, jointly and severally, as the "Borrowers"), and other agreements related thereto (hereinafter collectively referred to as the "Agreements"), among the Lenders, Agent, the Guarantor, the Borrowers, and certain affiliates of the Borrowers (such affiliates together with Borrowers and the Guarantor, are referred to hereinafter each individually as an "Obligor", and individually and collectively, jointly and severally, as the "Obligors"), which Agreements, among other things, were given by the Obligors to Agent for the

purpose of securing the repayment of all obligations and the performance of all duties now or hereafter owing by the Obligors to the Lenders, of every kind and description. This Subordination and Consent does not amend any of the terms of the Agreements and reference thereto is made for further particulars;

WHEREAS, subsequent to the execution of the Credit Agreement, CPD Alaska changed its name to Crowley Fuels LLC;

WHEREAS, by the Agreements, Agent and/or the other Lenders have loaned or have agreed to loan monies and/or extend other financial accommodations against the security of, among other collateral, certain of the Obligors' personal property, including without limitation all of the Obligors' inventory, accounts receivable and other receivables, books and records, certain deposit accounts and other related assets, together with all additions, substitutions, replacements, and improvements to the same (hereinafter referred to as the "Goods"), which Goods are or are to be located on and may be affixed to the Premises or be improvements thereon; provided however that the Goods do not include the Premises;

WHEREAS, the City of Valdez entered into a certain Tidelands Lease and Assignment dated 20 August 2001 of approximately 7,430 square feet, a Portion of USS 495, with Westmark Hotel, Inc. in 2001 for twenty one (21) years, commencing on August 6, 2001 and ending the last day of July, 2022 with an additional six, five-year renewal options;

WHEREAS, a Memorandum of Tidelands Lease for recordation was executed on August 13, 2001 in anticipation of the sale of the Westmark Valdez being sold to Jack Johnson of Kodiak, Alaska and recorded in the Valdez Recording District, Third Judicial District, in Book 146 at page 67;

WHEREAS, an Assignment and Assumption Agreement, dated August 7, 2001 was executed and recorded to reflect the Real Estate Purchase and Sale Agreement between Westmark Hotels, Inc. (Seller) and John R. Johnson (Buyer) and recorded in said Recording and Judicial District in Book 146 at page 73;

WHEREAS, a Partial Assignment of Lease with Consent of Landlord was executed February 21, 2002 where the Assignor assigned 6,230 square feet portion of USS 495 Tidelands (Fuel Dock) to Valdez Fuel Company and the Assignor retained the lease for a 1,200 square foot portion of USS 495 Tidelands (Ticket Office/Boat House);

WHEREAS, Lease Amendment No. 1 between the Lessor and Crowley Petroleum Distribution, Inc. dated 4 September 2012 reflected that the leasehold on said 6,230 square feet was held by Crowley Petroleum Distribution, Inc. and a Memorandum thereof recorded in said Recording and Judicial District on 2/7/2013, document 2012-000710-0; and

WHEREAS, Assignment and Assumption of Lease Agreement dated 17 January 2013 whereby Crowley Petroleum Distribution, Inc. assigned its leasehold interest to CPD Alaska LLC (now Crowley Fuels LLC) and said assignment assumed its leasehold obligations was recorded in said Recording and Judicial District on 2/7/2013, document 2013-000085-0.

Agent and Owner agree that:

1. Owner represents that (i) the Lease is in full force and effect and constitutes the legal, valid and binding obligation of Owner enforceable against Owner in accordance with its terms, (ii) the Lease has not been modified, changed, altered or amended in any respect (except as disclosed to Agent), the Lease is the only lease between Owner and the Tenant, (iii) this Subordination and Consent constitutes the legal, valid and binding obligation of Owner enforceable against the Owner in accordance with its terms, and (iv) Owner is not aware of any existing default under the Lease or any such default which would result from the execution, delivery and performance of the Agreements.

2. Owner hereby consents to the grant by the Tenant to Agent of the lien on and security interest in the Goods and recognizes Agent's security interest in the Goods.

3. The Goods shall not be deemed fixtures or part of the real estate of the Premises and shall be and remain personal property notwithstanding the manner of their annexation to the Premises, their adaptability to the uses and purposes for which the Premises are used, or the intentions of the party making the annexation.

4. Owner hereby subordinates any rights which Owner may claim to have in and to the Goods, no matter how arising, including, without limitation, all rights of levy or distraint or liens for rent or other lease obligations, to the rights of Agent and Lenders in the Goods as described above.

5. Owner consents to the installation of the Goods on the Premises, agrees that Agent may do to and with the Goods any or all of the acts below enumerated, and grants Agent (and its agents, representatives and designees) a right, as set forth below, to enter into possession of the Premises to do any or all of the following (the "Permitted Actions") with respect to the Goods: assemble, have appraised, display, sever, remove, maintain, prepare for sale or lease, advertise, inspect, repair, lease, transfer, and/or sell (at public auction or private sale). Agent (or its agents, designees or representatives) shall have the right and license to enter into and to occupy the Premises, for the purposes described above, for an actual occupancy period of up to 120 days (at Agent's discretion), following the later of (a) Owner placing Agent (or its agents, designees or representatives) in possession of the Premises; and (b) abandonment or surrender of the Premises by Tenant, whether voluntary or involuntary; provided, that if Agent (or its agent, designee or representative) is prohibited by any process or injunction issued by any court, or by reason of any bankruptcy or insolvency proceeding involving Tenant, from enforcing its security interest in the Goods, the 120 day period shall commence upon termination of such prohibition. In consideration of the foregoing, Agent (or its agent, designee or representative) agrees (to the extent not paid by the Tenant) that if Agent (or its agent, designee or representative) occupies the Premises, Agent will pay to Owner, periodically for the use and occupancy of the Premises by Agent (or its agents, designees or representatives) as provided above, a per diem occupancy fee (based upon base rent and the Tenant's pro rata share of operating costs, utilities and taxes payable by the Tenant under the Lease but excluding any supplemental rent or other costs, expenses or amounts or any indemnities payable thereunder, upon default or otherwise) for each day Agent (or its agent, designee or representative) actually uses or occupies the Premises as provided above, equivalent to the monthly rental provided for in the Lease divided by 30 for actual days of occupancy by Agent (or its agents, designees or representatives). Any extensions of the foregoing period shall be with the written consent of Owner and at the same rate. All physical damage

to the Premises caused by the removal of the Goods by Agent shall be reimbursed or repaired by Agent at its expense.

6. Owner acknowledges that at any time prior to Owner placing Agent (or its agents, designees or representatives) in possession of the Premises, or abandonment of or surrender of the Premises by Tenant, Agent may take any or all of the Permitted Actions subject only to Agent's Agreements with the Obligors.

7. Owner agrees to give Agent notice within 30 days prior to any termination of the Lease or repossession of the Premises by Owner, each said notice to be sent to the following address: Bank of America, N.A., 300 Galleria Parkway, Atlanta, Georgia 30339-3153, Attention: John M. Olsen, Senior Vice President, or such other address as Agent shall designate in a written notice to Owner. Agent shall have the right, without the obligation, to cure any event of default under the Lease within ten days after the receipt of such notice. Any of the foregoing done by Agent shall be effective to cure an event of default as if the same had been done by Tenant and shall not be deemed an assumption of the Lease or any of Tenant's obligations thereunder by Agent. Owner agrees that Agent shall not have any obligations to Owner under the Lease or otherwise or any obligation to assume the Lease or any obligations thereunder.

8. This Subordination and Consent shall continue until such time as all Obligors' obligations to Agent and the other Lenders, and expenses (including, without limitation, attorneys' fees) incurred in connection therewith, have been paid in full and all covenants and conditions as more specifically enumerated in the Agreements have been fully performed.

9. This Subordination and Consent shall inure to the benefit of and be binding upon the successors, heirs, and assigns of Owner and Agent.

10. This Subordination and Consent or a memorandum hereof may be recorded in the real property records of the county in which the Premises are located.

11. This Subordination and Consent may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Subordination and Consent. Delivery of an executed counterpart of this Subordination and Consent by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Subordination and Consent. Any party delivering an executed counterpart of this Subordination and Consent by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Subordination and Consent but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Subordination and Consent.

12. **GOVERNING LAW.**

(a) **THE VALIDITY OF THIS SUBORDINATION AND CONSENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO, AND ANY CLAIMS, CONTROVERSIES OR DISPUTES ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED**

BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ALASKA.

(b) THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS SUBORDINATION AND CONSENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE STATE OF ALASKA; PROVIDED, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL LOCATED AT THE PREMISES SHALL BE BROUGHT IN THE COURTS OF VALDEZ, ALASKA. THE PARTIES HERETO WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 12(b).

(c) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES HERETO HEREBY WAIVE THEIR RESPECTIVE RIGHTS, IF ANY, TO A JURY TRIAL OF ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION DIRECTLY OR INDIRECTLY BASED UPON OR ARISING OUT OF THIS SUBORDINATION AND CONSENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS (EACH A "CLAIM"). THE PARTIES HERETO REPRESENT THAT EACH HAS REVIEWED THIS SUBORDINATION AND CONSENT, AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS SUBORDINATION AND CONSENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

(d) THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF NEW YORK AND THE STATE OF NEW YORK, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS SUBORDINATION AND CONSENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS SUBORDINATION AND CONSENT SHALL AFFECT ANY RIGHT THAT AGENT MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS SUBORDINATION AND CONSENT AGAINST ANY OBLIGOR OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(e) NO CLAIM MAY BE MADE BY ANY PARTY HERETO AGAINST ANY OTHER PARTY HERETO, OR AGAINST ANY AFFILIATE, DIRECTOR, OFFICER, EMPLOYEE, COUNSEL, REPRESENTATIVE, AGENT, OR ATTORNEY-IN-FACT OF ANY OF THEM FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES IN RESPECT OF ANY CLAIM FOR BREACH OF CONTRACT OR ANY OTHER THEORY OF LIABILITY ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED BY THIS SUBORDINATION AND CONSENT, OR

ANY ACT, OMISSION, OR EVENT OCCURRING IN CONNECTION HEREWITH, AND EACH PARTY HERETO HEREBY WAIVES, RELEASES, AND AGREES NOT TO SUE UPON ANY CLAIM FOR SUCH DAMAGES, WHETHER OR NOT ACCRUED AND WHETHER OR NOT KNOWN OR SUSPECTED TO EXIST IN ITS FAVOR.

[Signature pages to follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Subordination and Consent to be executed and delivered as of the date first above written.

Dated: November __, 2016

AGENT: **BANK OF AMERICA, N.A.,**
as Administrative Agent

By: _____
Name: _____
Title: _____

Address: 300 Galleria Parkway
Atlanta, Georgia 30339-3153

Attn: John M. Olsen
Senior Vice President
Fax No.: _____

STATE OF _____)
) ss.
COUNTY OF _____)

On _____ before me, _____, a Notary Public, appeared _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within Subordination and Consent and acknowledged to me that she/he executed the same in her/his authorized capacity, and that by her/his signature on the Subordination and Consent, the entity upon behalf of which the person acted, executed the Subordination and Consent.

WITNESS my hand and official seal.

Notary Public

(Seal)

Name (Typed or Printed)

Dated:

November __, 2016

OWNER:

CITY OF VALDEZ

By: _____

Name: _____

Title: _____

Address:

City of Valdez
212 Chenega Avenue
PO Box 307
Valdez, Alaska 99686

Attn: _____

Fax No.: _____

Attest:

Sheri Pierce, MMC, City Clerk

Approved as to form:

Brena, Bell & Clarkson, P.C.
Valdez City Attorney

By _____

Anthony S. Guerriero

STATE OF ALASKA)

) ss.

THIRD JUDICIAL DISTRICT)

On _____ before me, _____, a Notary Public, appeared _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within Subordination and Consent and acknowledged to me that she/he executed the same in her/his authorized capacity, and that by her/his signature on the Subordination and Consent, _____, the entity upon behalf of which the person acted, executed the Subordination and Consent.

WITNESS my hand and official seal.

Notary Public in and for Alaska

(Seal)

My Commission Expires:_____

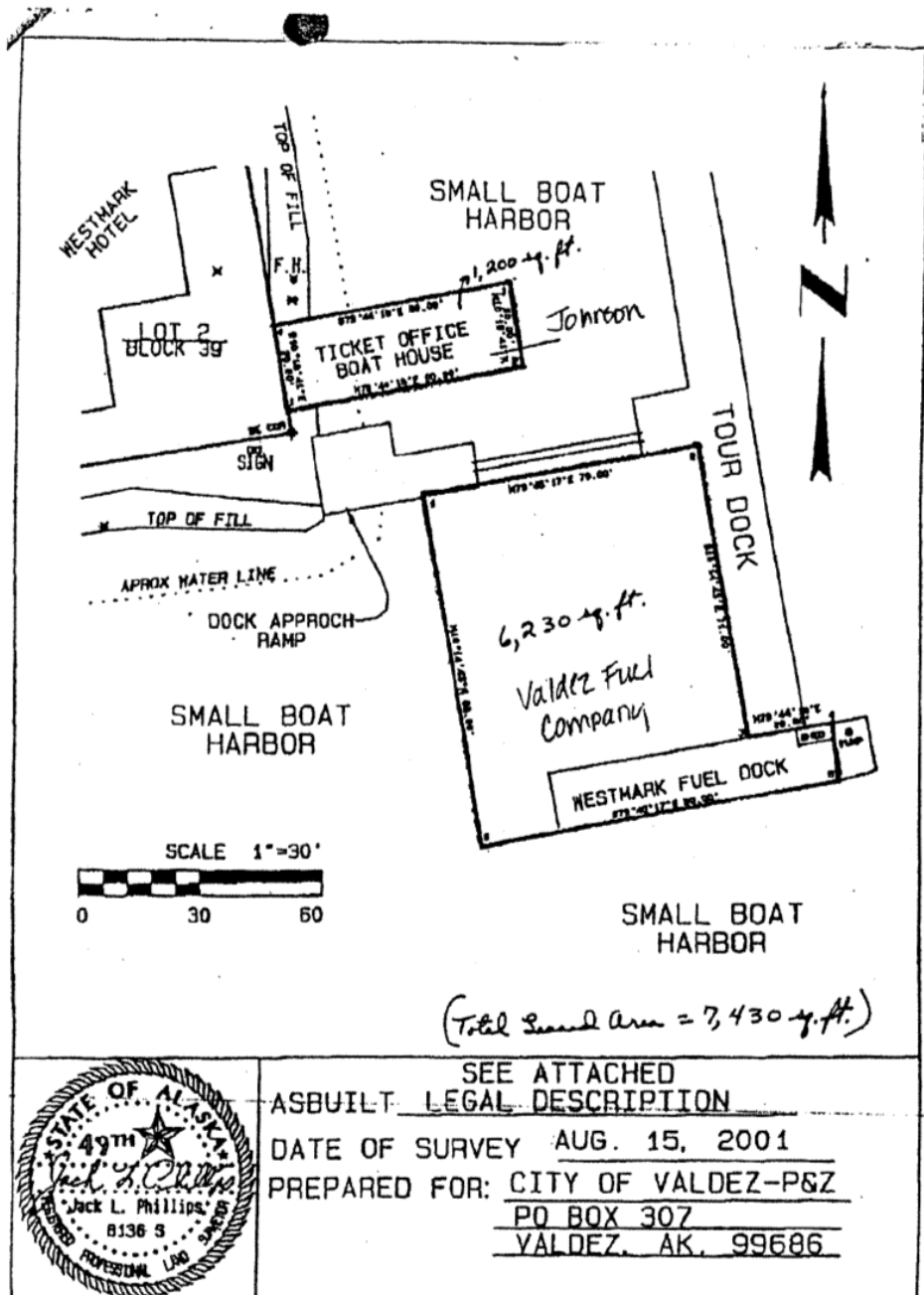
Name (Typed or Printed)

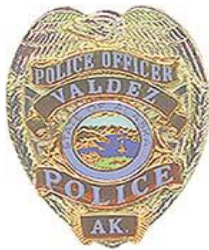
Exhibit A

Description of Premises

That 6,230 square foot portion of USS 495 Tidelands shown on the drawing marked EXHIBIT A and attached hereto.

EXHIBIT A





POLICE DEPARTMENT MEMORANDUM



TO: Elke Doom; Valdez City Council

FROM: Bart Hinkle, Chief of Police

RE: Alaskan Greenery Inspection [VPD 17-0896]

DATE: March 1, 2017

At approximately 1800 hours on March 1, 2017, Lieutenant Mott, Officer Shumate, Officer Beck, and I visited Alaskan Greenery so that I could conduct an inspection of their commercial marijuana cultivation facility. The last inspection had been conducted on October 21, 2016 – at which time Alaska Greenery was operating as a viable cultivation facility, growing multiple strains of marijuana, but had yet to yield any product or supply any retail store(s).

As I have become accustomed to, the owner/operator of Alaskan Greenery [Michael Liljedahl] was highly cooperative, forthcoming with details surrounding his business, and operating in a manner that meets or exceeds industry regulations.

Mr. Liljedahl informed us that he had recently received approval from the State of Alaska to expand his cultivation operations (not in the footprint of the cultivation facility, but in the amount of space dedicated within the facility for marijuana cultivation). Instead of one grow room, Alaska Greenery will expand to 3 grow rooms – for a total of about 1000 square feet.

While the necessary construction for the expansion was not complete during the time of the inspection, Mr. Liljedahl was able to clearly articulate his plans to accommodate an increase in cultivation, his enhanced security measures, upcoming interior renovations, and an expected timeline of completion as well as the next harvest.

I was able to observe the additional security cameras in operation. I also noted that the air filtration system appears to be doing its job- as I was unable to detect any odor of marijuana outside of the cultivation facility. Also, to date, we have not received any complaints from nearby residents regarding an odor of marijuana emanating from Alaskan Greenery.

During the duration of the inspection (approximately 45 minutes), I did not observe any noticeable violations or any business practice that would indicate Alaskan Greenery is operating out of compliance with State of Alaska or City of Valdez regulations.



March 13, 2017
Office of the City Clerk

Department of Commerce, Community, and Economic Development
Alcohol & Marijuana Control Office
550 West 7th Ave, Suite 1600
Anchorage, AK 99501

RE: Letter of Protest for Renewal of Package Store Liquor License #4165 – Three Bears Alaska, Inc.

To Whom It May Concern:

This letter serves as notification that the City of Valdez protests the renewal and issuance of liquor license #4165 – Three Bears Alaska, Inc. – Package Store for the following reasons:

- A package store liquor license is intended for a retail establishment open to the public during normal business hours for the purpose of selling prepackaged alcohol. The only package store currently open and operational in Valdez is associated with liquor license #2912 DBA Oaken Keg #1833, located adjacent to the Safeway Store.
- There is currently no operational or physical business in Valdez associated with liquor license #4165 (Three Bears Alaska, Inc.). Please note, while the Acres Beverage Center physical building remains in place, this package store establishment also has been closed for business for many years.
- The City has been advised that the number of liquor licenses classified as “Non-R.E” in Valdez currently exceeds the number allowed based on our population. If this is the case, both the licenses held unused by Three Bears and Acres Beverage Center would prevent any prospective investment or development of a new fully functional package store within the City.
- The City does not support the practice of holding an inactive liquor license long term for the purpose of preserving future financial gain or speculation of a future market. The renewal of license #4165 by the State of Alaska may prohibit the ability of an investor to obtain a new Non-R/E license to own and operate a fully functional business in the community.

The City of Valdez has provided notification of this protest by certified mail to the Director of Three Bears Alaska, Inc, which was mailed to 445 N. Pittman Road, Ste. B, Wasilla, AK 99623, on March 14, 2017. The notification provided information on the next regular meeting of the city council, should they wish to comment on this letter of protest.

Sincerely,

A handwritten signature in blue ink that reads "Sheri L. Pierce". The signature is written in a cursive, flowing style.

Sheri L. Pierce, MMC
City Clerk
City of Valdez, Alaska



THE STATE
of **ALASKA**
GOVERNOR BILL WALKER

**Department of Commerce, Community,
and Economic Development**

ALCOHOL & MARIJUANA CONTROL OFFICE
550 West 7th Avenue, Suite 1600
Anchorage, AK 99501
Main: 907.269.0350

January 17, 2017

City of Valdez
Attn: Sheri Pierce, MMC
Via Email: spierce@ci.valdez.ak.us

Re: Notice of 2017/2018 Liquor License Renewal Application

License Type:	Package Store	License Number:	4165
Licensee:	Three Bears Alaska, Inc.		
Doing Business As:	Three Bears		

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

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

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

Sincerely,

A handwritten signature in blue ink, appearing to read "Jedediah Smith".

Jedediah Smith, Local Government Specialist
amco.localgovernmentonly@alaska.gov



March 15, 2017
Office of the City Clerk

Mr. Steven Mierop
445 N. Pittman Road, Ste. B
Wasilla, Alaska 99623
Email: steve@threebearsalaska.com

Dear Mr. Mierop,

In accordance with the regulations established under AS 04.11.480, the City of Valdez governing body has issued a letter of protest regarding the renewal of package store license #4165 currently issued to Three Bears Alaska Inc. The protest is filed based on the fact that you do not operate an actual retail store which is open and accessible to the public for the purchase of package store products. I have enclosed the letter of protest and statement of reasons for the protest which has been submitted to the Alcohol & Marijuana Control Office.

Our next regular meeting of the Valdez City Council will be held on April 4, 2017, at 7:00 p.m., at the Valdez City Council Chambers which is located at 212 Chenega Street. The deadline for placing an item on the April 4th agenda to appear before the city council to defend the issuance of your license is Monday, March 29th, at 5:00 pm. Please send your request to be placed on the April 4th agenda, or any correspondence related to this matter, by mail or email to: City of Valdez, Office of the City Clerk, PO Box 307, Valdez, AK 99686, email: spierce@ci.valdez.ak.us.

Sincerely,

Sheri L. Pierce, MMC
City Clerk
City of Valdez, Alaska

cc:

Department of Commerce, Community, and Economic Development
Alcohol & Marijuana Control Office
550 West 7th Ave, Suite 1600
Anchorage, AK 99501

P.O. BOX 307 • VALDEZ, ALASKA 99686
TELEPHONE (907) 834-3408 • FAX (907) 835-2992



March 13, 2017
Office of the City Clerk

Department of Commerce, Community, and Economic Development
Alcohol & Marijuana Control Office
550 West 7th Ave, Suite 1600
Anchorage, AK 99501

RE: Letter of Protest for Renewal of Package Store Liquor License #4165 – Three Bears Alaska, Inc.

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- There is currently no operational or physical business in Valdez associated with liquor license #4165 (Three Bears Alaska, Inc.). Please note, while the Acres Beverage Center physical building remains in place, this package store establishment also has been closed for business for many years.
- The City has been advised that the number of liquor licenses classified as “Non-R.E” in Valdez currently exceeds the number allowed based on our population. If this is the case, both the licenses held unused by Three Bears and Acres Beverage Center would prevent any prospective investment or development of a new fully functional package store within the City.
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Sincerely,

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Sheri L. Pierce, MMC
City Clerk
City of Valdez, Alaska



THE STATE
of **ALASKA**
GOVERNOR BILL WALKER

**Department of Commerce, Community,
and Economic Development**

ALCOHOL & MARIJUANA CONTROL OFFICE

550 West 7th Avenue, Suite 1600

Anchorage, AK 99501

Main: 907.269.0350

January 17, 2017

City of Valdez

Attn: Sheri Pierce, MMC

Via Email: spierce@ci.valdez.ak.us

Re: Notice of 2017/2018 Liquor License Renewal Application

License Type:	Package Store	License Number:	4165
Licensee:	Three Bears Alaska, Inc.		
Doing Business As:	Three Bears		

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

Sincerely,

A handwritten signature in blue ink, appearing to read 'Jedediah Smith'.

Jedediah Smith, Local Government Specialist

amco.localgovernmentonly@alaska.gov

HUMAN RESOURCES REPORT TO CITY COUNCIL

Departing:

Benda, Stephan-Port Security Tech.	Ports and Harbor	Termination effective 2/15/17
Talbott, Keri-Planning Technician	Community Development	Resignation effective 2/21/17
Aaron Gerrard-Public Safety Technician	Police Department	Resignation effective 3/8/17

Welcoming:

Robert Moore-Bldg Maintenance Tech.	Building Maintenance	First Day 2/13/17
Jodi Fowler-Office Manager	Small Boat Harbor	First Day 3/20/17
Selah Bauer-Planning Technician	Community Development	First Day 3/13/17
Codi Allen-Project Manager I	Capital Facilities	First Day 3/27/17

Advertised positions soon to interview:

Teen Center Supervisor 70%	Parks and Recreation	Open until filled
GIS Manager	Information Technology	Open until filled
Economic Development Director	Economic Development	Open until Filled
Administrative Assistant	Building Maintenance	Application closing 3/24/17
Senior Planner	Community Development	Open until filled
Administrative Assistant	Community Development	Application closing 3/15/17
Public Safety Technician	Police Department	Application closing 3/28/17

Open positions not yet advertised:

Financial Analyst-Pending completion of job description

Residential Building Permits - February 2017

Year	# of Permits	Total Annual Valuation	Fees
2002	103	\$ 2,003,802	UNK
2003	111	\$ 4,099,897	UNK
2004	95	\$ 1,704,484	UNK
2005	103	\$ 3,164,120	UNK
2006	84	\$ 1,759,074	UNK
2007	87	\$ 3,265,020	UNK
2008	92	\$ 2,709,752	UNK
2009	123	\$ 3,675,333	UNK
2010	86	\$ 4,968,298	UNK
2011	109	\$ 2,710,398	UNK
2012	112	\$ 1,463,506	UNK
2013	80	\$ 1,970,800	UNK
2014	98	\$ 1,435,149	UNK
2015	51	\$ 600,603	UNK
2016	83	\$ 2,125,595	\$ 1,225

Month	2017 Permits	2017 Valuation	2017 Fees	2016	
January	7	\$ 72,500	\$ 95	2	\$ 2,800 \$ 20
February	4	\$ 569,000	\$ 65	4	\$ 30,500 \$ 60
March				2	\$ 8,100 \$ 25
April				5	\$ 60,100 \$ 45
May				26	\$ 1,016,505 \$ 325
June				9	\$ 271,500 \$ 290
July				9	\$ 318,900 \$ 150
August				8	\$ 219,640 \$ 75
September				8	\$ 84,700 \$ 120
October				6	\$ 105,000 \$ 90
November				2	\$ 5,800 \$ 10
December				2	\$ 2,050 \$ 15
Total	11	\$ 641,500	\$ 160	83	\$ 2,125,595 \$ 1,225

Commercial Building Permits - February 2017

Year	# of Permits	Total Annual Valuation	Fees
2002	45	\$ 4,945,891	UNK
2003	37	\$ 1,377,619	UNK
2004	27	\$ 12,422,085	UNK
2005	40	\$ 3,047,834	UNK
2006	38	\$ 1,354,361	UNK
2007	47	\$ 3,062,582	UNK
2008	32	\$ 411,760	UNK
2009	37	\$ 3,488,914	UNK
2010	39	\$ 12,238,115	UNK
2011	55	\$ 2,417,628	UNK
2012	53	\$ 6,326,352	UNK
2013	51	\$ 2,118,750	UNK
2014	46	\$ 3,120,184	UNK
2015	40	\$ 3,497,132	UNK
2016	31	\$ 670,745	\$ 470

Month	2017 Permits	2017 Valuation	2017 Fees	2016	
January	4	\$ 51,300	\$ 55	1	\$ 2,000 \$ 10
February	0	\$ -	\$ -	2	\$ 5,500 \$ 25
March				2	\$ 49,650 \$ 50
April				5	\$ 242,600 \$ 90
May				0	\$ - \$ -
June				7	\$ 97,780 \$ 65
July				1	\$ 1,500 \$ -
August				3	\$ 41,500 \$ 35
September				3	\$ 55,700 \$ 45
October				4	\$ 93,000 \$ 55
November				1	\$ 25,000 \$ 50
December				2	\$ 56,515 \$ 45
Total	4	\$ 51,300	\$ 55	31	\$ 670,745 \$ 470

City Building Permits - February 2017

Year	# of Permits	Total Annual Valuation	Fees
2011	34	\$ 2,444,653	\$ -
2012	30	\$ 4,029,078	\$ -
2013	42	\$ 32,397,466	\$ -
2014	27	\$ 5,235,064	\$ -
2015	60	\$ 3,990,042	\$ -
2016	21	\$ 213,285	\$ -

Month	2017 Permits	2017 Valuation	2017 Fees	2016	
January	1	\$ 10,000	\$ -	3	\$ 7,500 \$ -
February	0	\$ -	\$ -	3	\$ 14,500
March				1	\$ 2,000
April				2	\$ 7,450
May				2	\$ 90,410
June				3	\$ 6,700
July				1	\$ 19,000
August				1	\$ 27,625
September				1	\$ 3,000
October				2	\$ 5,100
November				1	\$ 10,000
December				1	\$ 20,000
Total	1	\$ 10,000	\$ -	21	\$ 213,285 \$ -

2017 TOTAL INSPECTIONS & PLAN REVIEWS BY MONTH

		(R) Residential - (C) Commercial															
		Compliance		Building		Plumbing		Mechanical		Electrical		Life Safety	Final		Plan Review		
R	C	R	C	R	C	R	C	R	C	R	C		R	C	R	C	
TOTAL FOR JANUARY	37	2	1	7	8	4	0	2	0	7	3	0	8	0	0	0	
TOTAL FOR FEBRUARY	15	0	0	7	4	0	2	0	0	0	2	0	2	2	0	0	
TOTAL FOR MARCH	0	0	0	2	0	0	0	1	0	1	1	0	0	0	0	0	
TOTAL FOR APRIL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
TOTAL FOR MAY	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
TOTAL FOR JUNE	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
TOTAL FOR JULY	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
TOTAL FOR AUGUST	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
TOTAL FOR SEPTEMBER	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
TOTAL FOR OCTOBER	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
TOTAL FOR NOVEMBER	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
TOTAL FOR DECEMBER	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
TOTAL 2017	52	2	1	16	12	4	2	3	0	8	6	0	10	2	0	0	

March 13, 2017

To: Mayor Knight & Valdez City Council Members
From: Lisa Von Barga, Community & Economic Development Director
CC: Elke Doom, City Manager
Re: DOWL Flood Mitigation Contract Update Report

On February 21st the Council approved a contract with DOWL for five flood mitigation action items. General time frames were provided for these tasks. Council requested specific completion dates for the tasks and staff committed to bringing that information back in a report. The completion dates for the contract items are as follows:

- Glacier Stream Downstream Design March 24, 2017
- Glacier Stream Gravel Extraction Plan March 30, 2017 (Submitted to Permitting Agencies)
- Mineral Creek Gravel Extraction Plan April 14, 2017
- Lowe River Slope Improvement Design May 5, 2017
- Lowe River Levee Evaluation Review June 9, 2017

The Notice to Proceed on the DOWL contract was issued on March 2nd. As of March 13th the contract is with DOWL for signature. There was some back and forth between DOWL and the City attorney regarding language last week. Staff anticipates the contract being routed for signature by City staff/officials during the week of the 13th.

Continuing work will be required by the City once DOWL has completed their work on these tasks. Once the Glacier Stream Downstream Design is done it will need to go out to bid. Staff is working with Brad from DOWL to ensure the Glacier Stream Gravel Extraction can go out to bid concurrently while the plan is being reviewed by the permitting agencies. That way work in the river can begin as soon as permits are issued. Mineral Creek gravel extraction will likely take place by the contractor doing the development of Winterpark Subdivision Phase IV (the Edison Chouest development) in mid May. The Lowe Rive Slope Improvements will need to go out to bid once the design is done. Management of the construction projects will be handled by Capital Facilities.

Phase II and Phase III Flood Mitigation tasks will also be taking place this year. Contracts or change orders for that work will be brought to Council for approval in the near future.



To: Mayor Knight and Valdez City Council Members
Cc: Elke Doom, City Manager
Brian Carlson, Finance Director
From: Lisa Von Bargen, CEDD Director
Date: March 21, 2017
Re: Community Revenue Sharing (Community Assistance) Report

This week the City received the annual application from the State of Alaska for the Community Revenue Sharing Program, now called Community Assistance. The estimated payment for Valdez, which should come sometime after July 1st, is \$128,051.38. The City budgeted no revenue for this line item in the 2017 Budget as a precaution the program might be discontinued.

Revenue Sharing is a fairly small, but important, piece of revenue for the City. Over the past five years the payments have been:

2016	\$181,620
2015	\$274,118
2014	\$291,719
2013	\$293,157
2012	\$477,078
2011	\$391,556
2010	<u>\$321,582</u>

\$2,230,830

Total 2010-2016

The notice from the State indicated no funding level for the 2018 program has been established. The City will likely take the conservative approach and budget zero in this line item again for 2018.

AIRPORT

Description	11/30/2016	12/31/2016	2017 YTD	Encumbrance	Total to date
Payroll	-	8,224.54	602.91	-	8,827.45
Movers	-	2,280.14	-	-	2,280.14
Cleaning	-	801.60	-	-	801.60
Drywall	962.53	11,335.00	-	-	12,297.53
Fan and Lights	4,311.44	-	-	-	4,311.44
Furniture	-	14,025.23	-	-	14,025.23
Electrical	-	21,511.85	-	-	21,511.85
misc remodel supplies	3,133.12	3,237.97	647.54	-	7,018.63
Misc moving	-	432.00	-	-	432.00
blinds	-	1,283.45	-	-	1,283.45
appliances	329.00		-	-	329.00
IT	2,839.42	20,966.26	-	-	23,805.68
Total	11,575.51	84,098.04	1,250.45	-	96,924.00

CITY HALL

Description	12/31/2016	2017 YTD	Encumbrance	Total to date
Payroll	1,110.70	1,610.44	-	2,721.14
Movers	570.04	-	-	570.04
Doors	-	1,896.85	-	1,896.85
IT	299.60	-	-	299.60
IT Electrical upgrades	-	4,069.25		4,069.25
Construction supplies	758.10	405.00	-	1,163.10
misc remodel supplies	226.82	1,715.12	-	1,941.94
Total	2,965.26	9,696.66	-	12,661.92



City Manager Report

Elke Doom

March 21, 2017

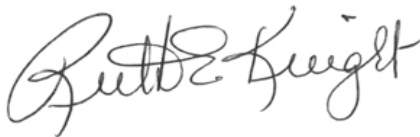
- Review of 4th quarter Treasury Report
- Toured areas for harbor expansion and tourism development
- Meet and greet with Harbor and Public Works staff
- Economic Development Director posting closed March 20; Vetting of candidates to begin March 22nd.
- Ongoing discussion regarding Museum expansion or relocation
- Evaluated professional agreement from DOWL for Flood Mitigation Work
- Ann Marie Lain will be the point person in charge of Flood Mitigation efforts. All departments will be lending assistance to accomplish this project.
- Working with Clerks office to review and refine procurement policies
- Provided a draft affordable housing RFP proposal to Community Development for review as the city continues to pursue affordable housing avenues

Mayor's Report - March 21, 2017

Since the last council meeting on March 7, 2017:

- Congratulations and good luck to both the VHS Girls' and Boys' Basketball Teams for heading to the State Tournament this week in Anchorage.
- On March 10th, at our every Friday City Manager - Mayor meeting, Councilman Moulton, Councilman Needles, Darren Reese, City Manager Doom, and I met with Lee Hart and Lee Brown of tune.com to listen to their plans for opening a work branch in Valdez. This would be an exciting addition to our economy. We also discussed how the weather affected the Fat Bike event and the soon to be created Economic Development Department.
- Thank you to Sheri Pierce for setting up a teleconference on March 14th with Governor Walker. She, Mrs. Doom, and I discussed the MAG board appointments and the recent articles written about the gas line with the Governor.
- On March 14, Mrs. Doom and I had a telephone conversation with Paul Lantz to discuss the FERC comments and how he may be able to further our bid for getting the line to Valdez. We also discussed a non-disclosure agreement, so the City can look at their company's financials.
- March 14, Pi Day, was a busy phone day. It ended with me calling into the monthly Health Advisory Committee meeting. We were surprised to hear that the Ficek family will be moving to Oregon. Safeway and the town will miss them and we thank him for his service to the Council. Thanks to Laura Langdon, we discussed the ideas and drawings for placing a new Fire Department building close to the hospital. It was suggested we reconvene the Hospital Campus Mayor's Taskforce and when this possible project gets more realistic, have a work session with them and the HAC. Jeremy O'Neil let us know that their consulting environmental engineer investigated the damage caused by the leaking pipes and he said there mold is currently contained in the walls. It is good we have a project scheduled to replace those pipes soon.
- March 12-20, I was able to spend Spring Break in Prescott, Arizona with my mom, brother and sister. The visit and weather were good, but there are way too many people down there! It is very nice to get back to our beautiful and friendly Valdez.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Ruthie Knight".

Ruthie Knight, Mayor- City of Valdez

March 2017

City Council Calendar

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 Juneau Lobby Trip 7pm - Economic Diversification Commission Meeting	2 Juneau Lobby Trip	3 Juneau Lobby Trip	4
5	6 7pm - Ports & Harbor Commission Meeting	7 7pm - Regular Council Meeting	8 7pm - Planning & Zoning Commission Meeting	9	10	11
12	13 Noon - Audit Committee Meeting (Rescheduled to April) 6:30pm - School Board Meeting	14 5:30pm - Library Board Meeting (@ Library) 6:30pm - Prov. Health Advisory Council Meeting (@ Hospital) 7pm - Parks & Recreation Commission Meeting	15 5pm - Deadline for 2017 Downtown Beautification Matching Grant Applications (Submit to Asst. City Manager) 7pm - Economic Diversification Commission Meeting	16 5pm - Filing deadline for candidate nominating petitions for May 2, 2017 Valdez Municipal Election	17	18 10:45am - Mayor's Cup (Mayor Pro Tem Smith - Flag Start)
19	20 7pm - Ports & Harbor Commission Meeting	21 6pm - Council Work Session (Code Enforcement) 7pm - Regular Council Meeting	22 Noon - Business Owners Luncheon @ PWSC 7pm - Planning & Zoning Commission Meeting	23	24 5pm - Deadline for VMHA Board application submission to City Clerks Office (One vacancy)	25
26	27 Holiday 6:30pm - School Board Meeting	28 Noon - Beautification Task Force Meeting	29 5pm - Deadline for PVMC HAC application submission to City Clerks Office (One vacancy)	30	31 5pm - Deadline to file property tax appeals to the Board of Equalization	

Note #1: This calendar is subject to change. Contact the City Clerk's office for updates as needed.

Updated 03/16/17

Note #2: City Clerk out of the office for meetings the week of March 19th, but will remain available by cell phone & email.

April 2017

City Council Calendar

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3 11:30am - Audit Committee Meeting 7pm - Ports & Harbor Commission Meeting	4 7pm - Regular Council Meeting	5 Noon - Flood Mitigation Task Force Meeting 7pm - Economic Diversification Commission Meeting	6	7	8
9	10 6:30pm - School Board Meeting	11 5:30pm - Library Board Meeting (@ Library) 6:30pm - Prov. Health Advisory Council Meeting (@ Hospital) 7pm - Parks & Recreation Commission Meeting	12 7pm - Planning & Zoning Commission Meeting	13	14 All-America City Scholarships Due to Clerks Office by 5pm	15
16	17 Absentee Voting in Person @ City Hall - 8:30am to 5pm 7pm - Ports & Harbor Commission Meeting	18 Absentee Voting in Person @ City Hall - 8:30am to 5pm 7pm - Regular Council Meeting	19 Absentee Voting in Person @ City Hall - 8:30am to 5pm 7pm - Economic Diversification Commission Meeting	20 Absentee Voting in Person @ City Hall - 8:30am to 5pm	21 Absentee Voting in Person @ City Hall - 8:30am to 5pm	22
23	24 Absentee Voting in Person @ City Hall - 8:30am to 5pm Noon - Beautification Task Force Meeting 6:30pm - School Board Meeting	25 Absentee Voting in Person @ City Hall - 8:30am to 5pm	26 Absentee Voting in Person @ City Hall - 8:30am to 5pm 7pm - Planning & Zoning Commission Meeting	27 Absentee Voting in Person @ City Hall - 8:30am to 5pm	28 Absentee Voting in Person @ City Hall - 8:30am to 5pm	29
30						

Note #1: This calendar is subject to change. Contact the City Clerk's office for updates as needed.

Updated 03/13/17

Note #2: City Clerk and Deputy City Clerk out of the office for training and meetings the week of April 9th. Both will remain available by cell phone & email.

May 2017

City Council Calendar

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1 Absentee Voting in Person @ City Hall - 8:30am to 5pm 7pm - Ports & Harbor Commission Meeting	2 ELECTION DAY Polls open 7am-8pm Precinct One: Teen Center Precinct Two: Council Chambers Precinct Three: Robe River Fire Station	3 5:30pm - Board of Equalization 7pm - Regular Council Meeting (Certification of Election)	4 7pm - Economic Diversification Commission Meeting	5	6
7	8 6:30pm - School Board Meeting (New School Board Members Sworn In)	9 5:30pm - Library Board Meeting (@ Library) 6:30pm - Prov. Health Advisory Council Meeting (@ Hospital) 7pm - Parks & Recreation Commission Meeting	10 7pm - Planning & Zoning Commission Meeting	11	12	13
14	15 7pm - Ports & Harbor Commission Meeting	16 7pm - Regular Council Meeting (New Council Members Sworn In)	17 7pm - Economic Diversification Commission Meeting	18	19	20
21	22 6:30pm - School Board Meeting	23 Noon - City Permanent Fund Committee Meeting	24 7pm - Planning & Zoning Commission Meeting	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 updates as needed.

Updated 03/13/17

Note #2: City Clerk and Deputy City Clerk out of the office 5/18-26 for annual IIMC Training. Both remain available by COV email and cell phone.