



City of Valdez

212 Chenega Ave.
Valdez, AK 99686

Meeting Agenda

City Council

Tuesday, December 18, 2018

6:00 PM

Council Chambers

Work Session (Review of 2019 Budget Process) & Regular Meeting

WORK SESSION AGENDA - 6:00 pm

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

1. [Review of 2019 Budget Process](#)

Sponsors: City Council

REGULAR AGENDA - 7:00 PM

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

IV. APPROVAL OF MINUTES

1. [Regular City Council Meeting Minutes of December 4, 2018](#)

Attachments: [DRAFT 120418 Regular City Council Meeting Minutes](#)

V. PUBLIC BUSINESS FROM THE FLOOR

VI. CONSENT AGENDA

1. [Acceptance of Resignation from the Valdez Museum & Historical Archive Board of Directors \(Jeremy Young\)](#)

Attachments: [Young_VMHA Board Resignation December 2018](#)

2. [Appointment to Economic Diversification Commission \(Two-year, Nine-month Term\)](#)

Attachments: [Reid_EDC Application December 2018](#)
[VMC 2.60 - EDC](#)

3. [Appointment to Economic Diversification Commission \(Nine-month Term\)](#)

Attachments: [Rich Long EDC Application DEC 2018](#)
 [VMC Chapter 2.30 EDC](#)

4. [Approval To Go Into Executive Session Regarding:](#)
 1. [Proposed Settlement of C-Plan Administrative Appeal](#)
 2. [Proposed Settlement of Verfaillie Arbitration](#)
 3. [F/V Boulder Bay Demand Letter and Settlement Offer](#)

VII. NEW BUSINESS

1. [Approval of Physician Recruitment and Retention Agreement with Dr. Corina Hopkins-Vacca](#)

Attachments: [Physician Recruitment Contract Dr Hopkins Vacca](#)

2. [Approval of Settlement Agreement Related to Darryl Verfaillie Arbitration](#)

3. [Approval of Settlement with Alyeska Pipeline Company Regarding C-Plan Administrative Appeal \(Postponed from January 15, 2019 Regular City Council Meeting\)](#)

Attachments: [C-Plan.Settlement Revised.2019-1-16.signed ADEC.VFDA. PWSRCAC.Valdez](#)

VIII. ORDINANCES

1. [#18-06 - Amending Chapter 15.30, Section 15.30.030 Relating to Adoption of Flood Insurance Study \(FIS\) and Flood Maps. Second Reading. Adoption.](#)

Attachments: [#18-06 - Amending Chapter 15-30 Flood Study and Maps](#)
 [Existing Floodplain Ordinance VMC 15.30](#)

IX. RESOLUTIONS

1. [#18-45 - Authorizing Lease Amendment No. 7 with Valdez Ocean Dock, Inc. dba Big State Logistics for Lot 3, Alaska Tideland Survey 564.](#)

Attachments: [#18-45 - Lease Amendment #7 with Big State Logistics](#)
 [Original Lease Agreement](#)
 [Valdez Ocean Dock Lot 3 Exhibit A](#)
 [Valdez Ocean Dock Lease Amendment No. 7](#)

2. [#18-46 - Adopting Terminal Tariff No. 100-19 and Terminal Rules & Regulations for the Port of Valdez and Repealing Resolution No.18-03](#)

Attachments: [#18-46 - Adopting Terminal Tariff](#)
[Redlined 11082018 Tariff 100-18](#)
[Redlined Terminal Rules & Regulations](#)
[RES #18-03 1](#)

3. [#18-47 - Amending the 2018 City Budget by Closing the Concluded Emergency Watershed Protection Program Grant, Eliminating the Unused Grant Award in the Amount of \\$320,540.25,, and Repurposing Unused Matching Fund Appropriations of \\$192,580.75 to Capital Projects Fund.](#)

Sponsors: City Council
Attachments: [Resolution Watershed Grant Close](#)

4. [#18-48 - Amending the 2018 Budget by Accepting the U.S. Department Of Homeland Security Port Security Grant Program Award in the Amount of \\$326,250 and Authorizing the Expenditure for the Replacement and Installation of Security Cameras at Port Facilities](#)

Attachments: [#18-48 - Accepting Port Security Grant Funds](#)
[PSPG Award Package](#)

X. REPORTS

1. [Financial Statements - Third Quarter 2018](#)

Sponsors: City Council
Attachments: [Financial Statements - Third Quarter 2018](#)

2. [November 2018 New Boat Harbor Report](#)

Attachments: [November 2018 New Boat Harbor Report](#)

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

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

XII. COUNCIL BUSINESS FROM THE FLOOR

XIII. EXECUTIVE SESSION

XIV. RETURN FROM EXECUTIVE SESSION

XV. ADJOURNMENT

XVI. APPENDIX

1. [Council Calendars - December 2018 & January 2019](#)

Attachments: [Council Calendar - December 2018](#)
 [Council Calendar - January 2019.docx](#)



Legislation Text

File #: 18-0443, **Version:** 1

ITEM TITLE:

Review of 2019 Budget Process

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:

Per Council request, this discussion is a review of budget processes to identify areas of improvement in advance of the next budgeting cycle.



City of Valdez

212 Chenega Ave.
Valdez, AK 99686

Legislation Text

File #: 18-0444, **Version:** 1

ITEM TITLE:

Regular City Council Meeting Minutes of December 4, 2018

SUBMITTED BY: Allie Ferko, CMC, Deputy City Clerk

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

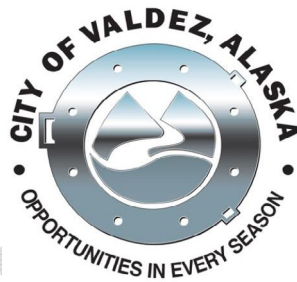
Receive and file

SUMMARY STATEMENT:

Draft regular City Council meeting minutes of December 4, 2018 are attached for Council review.

City of Valdez

212 Chenega Ave.
Valdez, AK 99686



Meeting Minutes - Draft

Tuesday, December 4, 2018

6:00 PM

Work Session (State Lobbyist) & Regular Meeting

Council Chambers

City Council

WORK SESSION AGENDA - 6:00 pm

Topic: Presentation by Kim Hutchinson, City Lobbyist

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

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

II. PLEDGE OF ALLEGIANCE

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

III. ROLL CALL

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

Excused: 1 - Council Member Ron Ruff

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

IV. APPROVAL OF MINUTES**1. Regular City Council Meeting Minutes of November 20, 2018**

The regular City Council meeting minutes of November 20, 2018 were approved as presented.

V. PUBLIC APPEARANCES

There were no public appearances.

VI. PUBLIC BUSINESS FROM THE FLOOR

There was no public business from the floor.

VII. CONSENT AGENDA

1. Appointments to City Planning & Zoning Commission
2. Appointment to City Permanent Fund Committee
3. ~~Approval of Liquor License Renewal #5078 Board Room (Moved to New Business #5)~~
4. Approval of Liquor License Renewal - #2326 Fu Kung Restaurant
5. Approval of Liquor License Renewal - #369 BPO Elks Club
6. Approval To Go Into Executive Session Regarding Personnel Matter/Arbitration

MOTION: Council Member Moulton moved, seconded by Council Member Fleming to approve the Consent Agenda.

VOTE ON THE MOTION:

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

Excused: 1 - Council Member Ruff

VIII. UNFINISHED BUSINESS

1. **#18-39 - Authorizing a Lease with Silver Bay Seafoods, LLC for Tract E Harbor Subdivision. (Postponed from the regular City Council meeting of November 20, 2018.)**

MOTION ALREADY ON THE FLOOR. The motion carried by the following vote after the following discussion occurred.

Council Member Reese asked Ms. Cora Campbell, representative from Silver Bay Seafoods, LLC, to provide an overview of the company's vision for the future. Ms. Campbell thanked City Council for the opportunity to speak. She explained the modern plant built on Tract E is a large financial investment for the future. If the salmon runs allow, the company intends to continue to grow and develop in the Valdez area. Ms. Campbell gave a brief overview of future plans in response to Council's questions, including consideration of docking options for offloading, personnel concerns, recruiting for seasonal jobs, and employee housing development near the plant. Mr. Jeremy Talbott, City Ports & Harbors Director, added development around Silver Bay's campus is also likely dependent on completion of the Valdez Waterfront Master Plan.

VOTE ON THE MOTION:

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

Excused: 1 - Council Member Ruff

IX. NEW BUSINESS

1. **Approval to Purchase a Cat 816K Landfill Compactor from NC Machinery in the Amount of \$499,600**

MOTION: Council Member Moulton moved, seconded by Council Member Needles, to approve purchase of a CAT 816K landfill compactor from NC Machinery in the amount of \$499,600. The motion carried by the following vote after the following discussion occurred.

Council Member Shirrell clarified the funding is already in the equipment reserve. The only thing changing is the type of equipment being purchased. Mr. Rob

Comstock, City Public Works Director, explained the CAT 816K landfill compactor will take operational hours away from the D8 and extend its lifecycle by approximately three years. Mr. Comstock stated the compactor is specifically built for compacting construction debris and municipal trash. The spikes on the machine break up the material and the machine then compacts it. This process allows almost 50% more material to be compacted into the landfill.

Mr. Comstock explained there is approximately two years left in the current landfill. His staff are coordinating the process of expanding the landfill in conjunction with the oversight of the State of Alaska Department of Environmental Conservation. He stated the expansion would only be authorized for ten year period based upon the space used over the past ten years.

VOTE ON THE MOTION:

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

Excused: 1 - Council Member Ruff

**2. Approval of a Contract Amendment with R & M Consultants
Design/Planning of Comprehensive Municipal Harbor Facilities Contract
No. 1085 in the Amount of \$233,373.00**

MOTION: Council Member Reese moved, seconded by Council Member Fleming, to approve a contract amendment with R&M Consultants, Inc. to the planning and feasibility for, and design of comprehensive municipal harbor facilities in the amount of \$233,373.00. The motion carried by the following vote after the following discussion occurred.

Council Member Reese asked if this contract amendment would take the City to completion on the Harbor Project. Mr. Nate Duval, City Capital Facilities Director, confirmed this as correct based on the contractor's current scope, schedule, and close-out timing. Changes to the schedule are the unknowns. Mr. Duval stated the project is still financially on track with a healthy contingency fund. Additional unspent monies will be recouped from the Army Corps of Engineers which will go back into the project account.

VOTE ON THE MOTION:

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

Excused: 1 - Council Member Ruff

**3. Approval of a Professional Services Agreement with ECI/HYER, Inc. for the
Kelsey Dock Warehouse Renovation in the Amount of \$261,520.00**

MOTION: Council Member Moulton moved, seconded by Council Member Shirrell, to approve a professional services agreement with ECI/HYER, Inc. for

the Kelsey Dock Warehouse Renovation in the amount of \$261,520.00. The motion carried by the following vote after the following discussion occurred.

Council Member Reese stated the scope of this project is just a “cut and wrap”. He expressed concerns with doing a temporary fix, which would likely end up becoming long term, instead of removing the building completely.

Council Member Shirrell stated the topic has been discussed at length and is the result of a public meeting and multiple City Council work sessions. He stated, in the short term, this option reduces costs and addresses the needs of the museum. He stated he would like to see a future work session to discuss long term plans for the museum and the yellow warehouse area as a community space.

Council Member Needles asked how much it will cost to do the work once the design is in place. Mr. Nate Duval, City Capital Facilities Director, explained there is two million dollars allocated for the actual construction work but there are other costs related to moving items in the yellow warehouse.

Council Member Reese stated he would like to see the City commit to a new museum facility and enter into a written agreement with the Museum to match their fundraising efforts.

Mayor O'Neil stated there has been extensive public input into the process to get to this decision. He thanked the community for informing the City Council about their preferences for the building.

Ms. Patty Relay, executive director for the Valdez Museum & Historical Archive, stated what is best for the museum is to move one time into a single, unified facility. She expressed her appreciation the museum collection is not being moved out to the airport. Ms. Relay said she would like the memorandum of agreement move forward so fundraising efforts for a new facility could begin. Mr. Staser stated the memorandum is at the legal review stage and he will be in touch with Ms. Relay regarding revisions. Council Member Shirrell recommended holding a work session to discuss concepts and ideas prior to formal agreement being signed.

Ms. Relay asked that museum staff be involved in the design process for the yellow warehouse renovation.

VOTE ON THE MOTION:

Yays: 4 - Mayor O'Neil, Council Member Moulton, Council Member Shirrell and Council Member Fleming

Nays: 2 - Council Member Needles and Council Member Reese

Excused: 1 - Council Member Ruff

4. Approval of Professional Services Agreement with Wolf Architecture, Inc. for the Valdez Fire Station 1 Replacement in the Amount of \$1,291,015.50

MOTION: Council Member Moulton moved, seconded by Council Member Reese, to approve a professional services agreement with Wolf Architecture, Inc. for the Valdez Fire Station 1 replacement in the amount of \$1,291,015.50.

The motion carried by the following vote after the following discussion occurred.

Council Member Reese asked if the design would be done in time so the bond for the project could appear on the May 2019 regular municipal election ballot. Mr. Nate Duval, City Capital Facilities Director, confirmed this as correct and referenced the draft project schedule available on the project page of the City website. Ms. Pierce stated a resolution would come before Council for approval by March 2019 if the bond was to appear on the May ballot.

Mr. Duval outlined the plan for an open house on December 12th and asked for City Council guidance regarding the composition of the project advisory group. He explained the design stakeholder group would be composed of fire department personnel with specialized knowledge regarding operational needs of the fire service. Mayor O'Neil explained the composition of the stakeholder group would include members selected by the Fire Chief and Capital Facilities Director. Mr. Duval explained a second advisory group would consist of informed community advocates who would review and understand the design and help educate and inform the general public. Following discussion, Council determined the advisory group should include three council members, several members of the fire department, and several members of the capital facilities department.

Council Member Shirrell asked if the costs being approved for the facility design would bring the project to 100% design. Mr. Duval confirmed the costs included costs for final design and construction administrative services. He explained minor changes might happen, however fire station design is relatively predictable. Field-based management may still be needed once the project reaches the construction phase. The contract includes 24 trips by the design team to Valdez.

Mayor O'Neil asked staff to highlight the process by which the design firm was selected. Mr. Duval explained three firms bid on the project and were all deemed well qualified. Wolf recently completed multiple projects in the Mat-Su Valley. The firm stood out from the other bidders in relation to their public outreach approach to project management, as well as sustainability and savings on lifecycle maintenance for their facility design.

VOTE ON THE MOTION:

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

Excused: 1 - Council Member Ruff

5. Approval of Liquor License Renewal #5078 Board Room (Moved from the Consent Agenda)

MOTION: Council Member Reese moved, seconded by Council Member Moulton to approve liquor license renewal #5078 Board Room. The motion carried by the following vote after the following discussion occurred.

Council Member Reese asked if recent changes to Valdez Municipal Code regarding bar operating hours had made a substantial difference in the community. Valdez Chief of Police Bart Hinkle stated it is too early to tell in terms

of statistics, as the change has only been in place for a few months. He explained the bar continues to fully cooperate with the Valdez Police Department. He clarified the City Council can file a protest and express formal objections against any liquor license within city limits at any time, not just when the license is up for renewal.

Council Member Shirrell asked the Police Chief to bring concerns or problems with liquor license holders to the Council to help them do the right thing for the community.

VOTE ON THE MOTION:

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

Excused: 1 - Council Member Ruff

X. ORDINANCES

1. #18-05 - Amending the Zoning Map to Effect a Change to Lot 1, ASLS 78-139 from General Commercial to Commercial Residential. First Reading.

MOTION: Council Member Moulton moved, seconded by Council Member Shirrell, to approve Ordinance #18-05, amending the zoning map to effect a change to Lot 1, ASLS 78-139 from general commercial to commercial residential. Second Reading. Adoption. The motion carried by the following vote after the following discussion occurred.

Ms. Pierce clarified a typographical error. The Ordinance is before City Council as second reading and adoption.

VOTE ON THE MOTION:

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

Excused: 1 - Council Member Ruff

XI. RESOLUTIONS

1. #18-40 - Supporting the Valdez Senior Center Transportation Grant Application

MOTION: Council Member Shirrell moved, seconded by Council Member Moulton, to approve Resolution #18-40 supporting the Valdez Senior Center Transportation Grant application. The motion carried by the following vote after the following discussion occurred.

VOTE ON THE MOTION:

Yays: 6 - Mayor O'Neil, Council Member Moulton, Council Member

Needles, Council Member Shirrell, Council Member Fleming and
Council Member Reese

Excused: 1 - Council Member Ruff

2. #18-41- Amending the 2018 Budget by Accepting Book Basket Auction Proceeds in the Amount of \$2,642 to the Valdez Consortium Library and Authorizing its Expenditure

MOTION: Council Member Moulton moved, seconded by Council Member Reese, to approve Resolution #18-41 amending the 2018 Budget by accepting Book Basket Auction proceeds in the amount of \$2,642 to the Valdez Consortium Library and authorizing its expenditure. The motion carried by the following vote after the following discussion occurred.

VOTE ON THE MOTION:

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

Excused: 1 - Council Member Ruff

3. #18-42 - Amending the 2018 City of Valdez Budget by Appropriating \$5,712,442.98 in Funds Carried Forward from the 2017 Budget Year

MOTION: Council Member Moulton moved, seconded by Council Member Reese, to approve Resolution #18-42 amending the 2018 City of Valdez by appropriating \$5,712,442.98 in funds carried forward from the 2017 budget year. The motion carried by the following vote after the following discussion occurred.

Mr. Brian Carlson, City Finance Director, explained the historical process and established convention for mid-year budget adjustments. In the past, this process occurred in August of each year and involved contemplation of the carry-forward monies from the previous year, budgeting for SAARB adjustment for oil and gas property tax which were just estimated in the annual budget, major projects, and unanticipated operational priorities. The resolution this year was further complicated and delayed by the events of the recent cyber-attack.

Mr. Carlson explained, in the future, budgeting processes are being tightened up to either limit or eliminate the regular need for a routine mid-year budget resolution. Many budgetary processes which were inherited based upon past practices are not necessarily the best and most efficient options. He stated the number for oil and gas property tax estimates needs to be captured somewhere in the budgeting process, although the actual audited figures would not be known until the spring of the actual budget year.

Mr. Carlson provided an overview of the items included in this carry forward appropriation and the allocation of approximately \$900,000 of these monies for operational needs and expanded priorities.

Council Member Shirrell expressed concerns with the timing and content of the resolution. He suggested an operational reserve fund would be more appropriate

to pull funding from in the event of a legitimate, unanticipated operational need. Mayor O'Neil asked if the operational items included in the resolution would be complete by the end of calendar year 2018. Mr. Carlson explained some items, such as the expenses for the boat lift incident and temporary wages, occurred earlier in the year. The other new initiatives or purchases would be complete or in progress by the end of 2018.

Mr. Carlson stated annual project budgeting will begin in February and March.

Council Member Fleming asked Mr. Carlson to bring recommendations for more efficient and effective future budgetary processes to the City Council for review well before the next budget cycle begins.

VOTE ON THE MOTION:

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

Nays: 1 - Council Member Reese

Excused: 1 - Council Member Ruff

4. #18-43 - Adopting the 2019 Budget for the City of Valdez and Appropriating Monies for that Budget

MOTION: Council Member Shirrell moved, seconded by Council Member Fleming, to approve Resolution #18-43 adopting the 2019 Budget for the City of Valdez and appropriating monies for that budget. The motion carried by the following vote after the following discussion occurred.

City Council transitioned into a short recess at 8:35 p.m.

City Council returned from recess at 8:45 p.m.

Council Member Shirrell asked Mr. Carlson for the actual City spend for the 2019 budget. Mr. Carlson provided a breakdown of high-level budget figures. The total appropriation for the 2019 budget equals expense plus transfers, equating to approximately \$68.5 million. He explained the City also budgets reserve funds by appropriations instead of how they are actually spent down through the budget year. Appropriated expenses are approximately \$55 million. \$8.4 million will be appropriated into reserve funds, but only \$4.2 is anticipated to be spent in 2019. The Permanent Fund Reserve appropriation equates to \$3.1 million. Operating subsidies to utilities, port, and airport represent \$2.0 million which are already built into department budgetary expenses.

Council Member Moulton asked what the appropriate answer would be if a layperson asked him the amount of the City budget. Mr. Carlson stated the City's expenses plus transfers in 2019 equal approximately \$68.5 million.

Mr. Carlson clarified the 2019 cost of living adjustment (COLA) for City employees is 2.1%.

VOTE ON THE MOTION:

Yays: 6 - Mayor O'Neil, Council Member Moulton, Council Member

Needles, Council Member Shirrell, Council Member Fleming and
Council Member Reese

Excused: 1 - Council Member Ruff

5. #18-44 - Establishing the Tax Calendar for the 2019 Tax Year

MOTION: Council Member Moulton moved, seconded by Council Member Reese, to approve Resolution #18-44 establishing the tax calendar for the 2019 tax year. The motion carried by the following vote after the following discussion occurred.

VOTE ON THE MOTION:

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

Excused: 1 - Council Member Ruff

XII. REPORTS

There were no reports.

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

1. City Manager Report

Ms. Doom explained the consultant who is completing the municipal employee pay study would like to hold a work session with City Council prior to the second regular meeting in January. The pay study is anticipated to be complete in February 2019.

Chief of Police Bart Hinkle has revived the City's bear and animal safety committee. The group met today to discuss proactive ways to live and recreate safely in bear country. The committee would like to have one member of City Council join the group.

Ms. Doom outlined her recent participation on the Alaska Municipal League Managers Board of Directors.

2. City Clerk Report

Ms. Pierce outlined upcoming City Council work sessions and events. She also explained her annual evaluation is due. She will send out the evaluation form and her year-end report to City Council by email. Council Member Moulton has volunteered to collect and compile evaluation input. Ms. Pierce's evaluation would then occur in executive session at an upcoming meeting.

3. City Attorney Report

Mr. Staser outlined projects and provided updates on cases his firm is working on behalf of the City, including nuisance abatement municipal code revisions, the Cummings litigation, C-Plan adjudication, and proposed borough formation.

Council Member Shirrell stated the City should not be involved in the borough formation topic, as he believes a borough would not be in the best interest of Valdez. Mr. Staser explained the City may not have discretion in some portions of the borough formation process under state statute. His firm will provide an analysis to City Council on the topic to help in future decision making.

4. City Mayor Report

Mayor O'Neil highlighted the response efforts of staff from Valdez Police Department, Valdez Fire Department, and Valdez City Schools during the November 30th earthquake. He also thanked the City and Schools building maintenance teams for verifying the public buildings were safe to occupy.

Mayor O'Neil congratulated Judge Schally on his promotion and upcoming transfer to Juneau and thanked the judge for many years of service to the Valdez community.

XIV. COUNCIL BUSINESS FROM THE FLOOR

Council Member Shirrell asked for information on the upcoming City Council work session regarding childcare. He asked if City administration would provide thoughts and insight relevant to the topic during the work session. Ms. Doom stated she and her staff have been in discussion regarding strategy.

Council Member Shirrell asked to schedule a work session to discuss the Museum agreement after the first of the year.

Council Member Shirrell also asked to revive the Hospital Task Force. Ms. Doom stated she would be able to lead the Task Force since the Mayor would need to be involved as the Hospital Administrator instead. He explained the group addressed health care needs planning specific to the physical layout and development of the hospital campus. Several council members supported the task force being revived.

Council Member Needles asked for a report from the medical clinic and hospital regarding the progress of recruiting new physicians and how Valdez is being marketed to potential hires. Ms. Pierce stated she has been contacted by two new physicians – Dr. Alfaro and Dr. Hopkins-Vacca – who are interested in the program. She explained contracts were provided to both for review and she is awaiting a response from them. Council Member Reese asked for clarification on whether part-time physicians qualified for the City's physician recruitment program. Council Member Moulton expressed concerns with the City being involved in hiring physicians. He explained the businesses employing the physicians would more appropriately be the ones involved in the selection and hiring process.

XV. EXECUTIVE SESSION

City Council transitioned into executive session at 9:28 p.m.

XVI. RETURN FROM EXECUTIVE SESSION

City Council transitioned out of executive session at 9:59 p.m.

City Council provided direction to the City attorney to continue settlement negotiations in

the personnel arbitration case.

XVII. ADJOURNMENT

There being no further business, Mayor O'Neil adjourned the meeting at 10:00 p.m.

DRAFT



Legislation Text

File #: 18-0445, **Version:** 1

ITEM TITLE:

Acceptance of Resignation from the Valdez Museum & Historical Archive Board of Directors (Jeremy Young)

SUBMITTED BY: Allie Ferko, CMC, Deputy City Clerk

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Accept resignation from the VMHA Board of Directors

SUMMARY STATEMENT:

Mr. Jeremy Young tendered his resignation from the VHMA Board of Directors by email on December 4, 2018. The resignation letter was then forwarded to the City Clerk's Office for processing and is now being provided to City Council for formal acceptance.

The City Clerk's Office also began advertising the vacancy. Since the appointee will be filling a vacancy, they will serve a partial term, expiring in January 2020.

Citizens interested in serving on the VMHA Board of Directors may submit applications online through the City boards & commissions portal: <http://www.ci.valdez.ak.us/boardsandcommissions>. Paper applications are also available at City Hall.

From: [Patricia Relay](#)
To: [Jeremy Young](#); [Gary Minish](#)
Cc: [Allie Ferko](#); [Sheri Pierce](#)
Subject: RE: Board Resignation
Date: Tuesday, December 4, 2018 11:58:19 AM

Dear Jeremy,

While I am sad to hear that you are leaving the Museum Board, I am delighted to hear your news of a new Baby on the way and a job promotion. I wish you all the best.

Sincerely yours,

Patricia Relay
Executive Director
Valdez Museum & Historical Archive
217 Egan Drive - PO Box 8
Valdez, Alaska 99686
Phone: 907-835-2764 Fax: 907-835-5800
www.valdezmuseum.org

Shop at <http://smile.amazon.com/ch/92-0159463> and Amazon donates to Valdez Museum & Historical Archive.
#YouShopAmazonDonates

-----Original Message-----

From: Jeremy Young [<mailto:jeremy24young@gmail.com>]
Sent: Tuesday, December 04, 2018 11:53 AM
To: Gary Minish <gminish@valdezak.net>; Patricia Relay <prelay@valdezmuseum.org>
Subject: Board Resignation

Gary and Patty,

I was informed last week that I am being promoted at work and will be moving in the coming months. My wife and I are expecting our first child shortly before moving. Due to added responsibility at work and home, I will no longer be able to continue as a member of the Museum Board and must resign. Thank you for your time and trust in me as a board member.

Jeremy Young

Sent from my iPhone



Legislation Text

File #: 18-0446, **Version:** 1

ITEM TITLE:

Appointment to Economic Diversification Commission (Two-year, Nine-month Term)

SUBMITTED BY: Allie Ferko, CMC, Deputy City Clerk

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Appoint one applicant to serve on the City Economic Diversification Commission for a two-year, nine-month term, expiring September 2021

SUMMARY STATEMENT:

One vacancy exists on the City Economic Diversification Commission due to term expiration.

After three rounds of advertising, the City Clerk's Office received one application:

- Brandon Reid (Industry sector: micro business & non-professional sole proprietor)

Member of the commission shall be diversified to the maximum extent possible and appointed to represent specific industry sectors of the economy. No two members may be appointed to serve concurrently from the same industry sector. Appointees representing the following industry sectors will be considered to fill the current vacancy: (1) accommodations, (2) commercial fisheries, (3) food & beverage, (4) healthcare, (5) micro business & non-professional sole proprietors, (6) oil & gas, (7) professional services - attorney, engineer, banker, real estate, news media, etc., (8) seafood processing, (9) sport fisheries, or (10) utilities.

Application Form

Profile

Brandon

First Name

Reid

Last Name

ophirenterprise@gmail.com

Email Address

po box 871

Valdez Mailing Address (PO BOX # or HCI BOX #)

mile 19 richardson highway subdivision lot 1

Home Address

Suite or Apt

valdez

City

AK

State

99686

Postal Code

Home: (907) 302-1726

Primary Phone

Home:

Alternate Phone

city of Valdez

Employer

equipment and maintenance
technician

Occupation

Which Boards would you like to apply for?

Economic Diversification Commission: Submitted

How did you learn about this vacancy? *☒ City Website

Interests & Experience**Why are you interested in serving on a City of Valdez board or commission?**

I am interested in serving the City of Valdez Economic Diversification Commission because I am truly passionate about seeing Valdez grow into a globally recognized paragon destination for outdoor recreation, in all four seasons. I truly believe that by attracting more full time residents and creating jobs for them the overall economy will be stimulated dramatically, and quality of life for all residents will improve as upgrades to specific transportation infrastructure are completed. I am applying for the two year, nine month term, expiring September 2021.

Please outline your education, work, and volunteer experience which will assist you in serving on a City of Valdez board/commission.

I have a bachelor's degree in history from the University of Colorado. I have worked in mountain towns my entire life and have always had to have more than one job. Fresh out of college I worked as a Bellman for the Manor Vail Hotel. I was also the Valet and Overnight Security. I would oftentimes pick up extra shifts serving breakfast and banquets. I also worked a stones throw away at the performing arts amphitheater across the river as part of the production team for a classical music festival. I ran a small business at the same time that had the cleaning contract for the same amphitheater facility. Suffice it to say that I was a busy boy. I kept up that hustle for 9 consecutive years, and that ten acre zone where I made all of my money for the whole year became my home for 18-22 weeks every summer. As soon as I was paid, I was usually headed back here to Alaska. It took me nearly twelve years of living one foot in and one foot out, but I have finally decided to make Valdez my forever home. As a professional snow sports athlete I had the opportunity to travel extensively, and have seen a lot of things, and I believe that we have an opportunity to grow and develop as a community in ways that are healthy for the people and the economy. It would be my pleasure to participate and contribute some of my experiences.

Question applies to Economic Diversification Commission

Please mark the industry sector seat for which you are applying (choose one). *

☒ Micro Business & Non-Professional Sole Proprietors

Question applies to Economic Diversification Commission

Please describe your qualifications to represent your selected industry sector.

I have been the sole proprietor of a small business for the last nine years in a small mountain ski town. I have seen that town develop and grow over the last thirty years, and I have learned the importance of establishing an organized vision of the future; a plan accommodating of growth and services as they will be, not just as they are, is important to ensure the longevity and sustainability of our community. I have observed federal land swaps with developers that have created businesses and jobs where none previously existed. I have seen branding and marketing campaigns for these small towns that were so successful that they sold themselves to death. I believe that my experience travelling to small mountain villages around the globe, while taking careful note of their infrastructure layout and design, will be invaluable to crafting a vision of the future for Valdez. It is my hope that the vision of this future will attract more young, excited, and healthy people to join us here in calling Valdez their forever home.

Question applies to Economic Diversification Commission

Please describe your vision for the economic future of Valdez.

My personal vision for the economic future of Valdez is rather complex and forward looking. I have a ten year vision, a thirty year vision, and a two hundred year vision. I would like to see infrastructure improved and access to the rugged terrain that surrounds us expanded. I have traveled extensively in Europe and Asia, and have seen with my own eyes the remarkable ways in which mountains and valleys have been intelligently developed to link people and communities together, rather than separate and isolate them. When I was a child, the soldiers of the tenth mountain division were lauded as the heroes of the century for their work in developing the myriad ski resorts in North America that sprung up following the second world war. We all looked up to these men as war heroes first, and pioneer land developers second. I have spent much of my adult life comparing and contrasting the work of these soldiers with the infrastructure in Europe that connected the rugged terrain that these men traversed during their battles with axis forces before the war's end. In many ways I applaud them for their efforts. In other ways I am disappointed by the short sighted nature of some of the infrastructure. Much of it was built without anticipating how popular these locations would become. It is my express interest to see that these infrastructure projects are over engineered to accommodate an exponentially expanding tourist driven economy. I do believe that this place possesses an infinite amount of potential, and I would hate to see it underdeveloped or overlooked entirely.

Upload a Resume or Letter of Interest

Chapter 2.60
ECONOMIC DIVERSIFICATION COMMISSION

Sections:

[2.60.010 Establishment—Composition—Appointment of members.](#)

[2.60.020 Powers and duties.](#)

[2.60.030 Quorum and voting.](#)

[2.60.040 Limitations.](#)

[2.60.050 Definitions.](#)

2.60.010 Establishment—Composition—Appointment of members.

A. There is established an economic diversification commission which shall consist of seven members who shall be appointed by the mayor, with the approval of the city council. The terms of the commission members shall be for three years or until their successors have been appointed and approved. The term of two members shall expire each year with the additional term expiring every third year. Vacancies shall be filled in the same manner as the commissioners are appointed.

B. Appointment to the commission shall be adjusted by the mayor and city council to ensure continuity. In this regard, initial appointments may be made for terms other than three years, to ensure that the terms of no more than three members expire in any one year.

C. Members of the commission shall be diversified to the maximum extent possible and appointed to represent specific industry sectors of the economy. No two members may be appointed to serve concurrently from the same industry sector. Representatives will be selected from among the following industry sectors:

1. Accommodations.
2. Commercial fishers.
3. Contracting/trades.
4. Food and beverage.
5. Healthcare.
6. Micro business/nonprofessional sole proprietors.
7. Oil and gas.

8. Professional services (attorney, engineer, banker, real estate, media, etc.).
 9. Retail.
 10. Seafood processing.
 11. Sport fisheries.
 12. Summer tours and attractions.
 13. Transportation.
 14. Utilities.
 15. Winter tours and attractions.
- D. The commission shall elect its chairman from among the appointed members.
- E. There may be an additional appointed ex officio position to represent the military members of the community. This position may be held by a local active-duty member of the United States Coast Guard or National Guard. This seat is a nonvoting, advisory position. (Ord. 14-03 (part))

2.60.020 Powers and duties.

The commission is an advisory commission to the city council. It shall:

- A. Have the authority to prepare and submit to the city council for its approval a comprehensive economic diversification strategy for the overall economic diversification of the community. The commission shall recommend modifications of such plan from time to time, as it deems in the city's interest;
- B. Prepare and recommend to the city council for approval reports and plans regarding socioeconomic data and specific sectors of the economy;
- C. As directed by the city council, review and make recommendations to the council for approval of strategic plans, plans of work and funding requests of agencies, organizations, and event sponsors;
- D. Review and make recommendations to the city council for approval on projects submitted for economic development grant funding opportunities;
- E. Receive, consider and evaluate public input, opinions and recommendations regarding economic diversification programs of the city and advise the city council of any findings or recommendations;
- F. Monitor progress and report to council the status of capital improvement projects, programs and activities outlined as goals, objectives or action items in the community's economic strategy;
- G. Have the authority to prepare and submit to council for approval regular quarterly or annual reports

documenting economic trends in the community;

H. Make recommendations to the city council regarding the economic diversification portion of the annual city budget;

I. Meet at least once a month and cause minutes of each meeting to be recorded and forwarded to the city council through the city manager;

J. Perform such other activities as may be requested of it by the city council. (Ord. 14-03 (part))

2.60.030 Quorum and voting.

A quorum of the economic development commission for the conduct of any meeting or public hearing shall be a majority of the commission. No actions shall be taken by the commission except by concurrence of at least four members. (Ord. 14-03 (part))

2.60.040 Limitations.

The commission has only those powers and duties set forth in this chapter and those necessarily implied from those enumerated. In particular, the commission may not:

A. Expend or obligate city funds without prior approval of the city council; or

B. Act in any manner inconsistent with the requirements of Section [2.60.020](#). (Ord. 14-03 (part))

2.60.050 Definitions.

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

“Economy” means the process or system by which goods and services are produced, sold, and bought.

“Economic development” means the process by which the economy is caused to grow, or a sector of the economy is made more advanced.

“Economic diversification” means the process by which the economy is changed to increase the variety of goods or services produced or offered. (Ord. 14-03 (part))



Legislation Text

File #: 18-0447, **Version:** 1

ITEM TITLE:

Appointment to Economic Diversification Commission (Nine-month Term)

SUBMITTED BY: Allie Ferko, CMC, Deputy City Clerk

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Appoint one applicant to serve on the City Economic Diversification Commission for a nine-month term, expiring September 2019.

SUMMARY STATEMENT:

One vacancy exists on the City Economic Diversification Commission due to resignation.

After three rounds of advertising, the City Clerk's Office received one application:

- Rich Long (Industry sector: Commercial fisheries)

Members of the commission shall be diversified to the maximum extent possible and appointed to represent specific industry sectors of the economy. No two members may be appointed to serve concurrently from the same industry sector. Appointees representing the following industry sectors will be considered to fill the current vacancy: (1) accommodations, (2) commercial fisheries, (3) food & beverage, (4) healthcare, (5) micro business & non-professional sole proprietors, (6) oil & gas, (7) professional services - attorney, engineer, banker, real estate, news media, etc., (8) seafood processing, (9) sport fisheries, or (10) utilities.

Application Form

Profile

Richard

First Name

Long

Last Name

longsmarinesupply@gmail.com

Email Address

PO Box 3049

Valdez Mailing Address (PO BOX # or HCI BOX #)

1620 Broadway Ct

Home Address

Suite or Apt

Valdez

City

AK

State

99686

Postal Code

Mobile: (907) 831-0307

Primary Phone

Home:

Alternate Phone

City of Valdez

Employer

Animal Control and Marine
Industries/ Storage

Occupation

Which Boards would you like to apply for?

Economic Diversification Commission: Submitted

How did you learn about this vacancy? *☒ KVAK Radio

Interests & Experience**Why are you interested in serving on a City of Valdez board or commission?**

To try and help the community to grow and prosper. I am applying for the nine-month term on the commission.

Please outline your education, work, and volunteer experience which will assist you in serving on a City of Valdez board/commission.

Very diverse background in all phase of marine and non marine related businesses. Currently own and have owned numerous successful business. Strong understanding of what components are needed to support industries.

Question applies to Economic Diversification Commission

Please mark the industry sector seat for which you are applying (choose one). *

☒ Commercial Fisheries

Question applies to Economic Diversification Commission

Please describe your qualifications to represent your selected industry sector.

40 + years in the Marine Industries all phases. Includes 7 years in the shore side support in vessel repairs and 10 years in the marine supplies trade. 500 Ton Master (retired) Diverse background in all areas of business management.

Question applies to Economic Diversification Commission

Please describe your vision for the economic future of Valdez.

40 + years in the Marine Industries all phases. Includes 7 years in the shore side support in vessel repairs and 10 years in the marine supplies trade. 500 Ton Master (retired) Diverse background in all areas of business management. Have sat as a Ports and Harbor Commissioner and also as a sitting Council Member. Member of all the local Fraternal Lodges.

Upload a Resume or Letter of Interest

Chapter 2.60
ECONOMIC DIVERSIFICATION COMMISSION

Sections:

[2.60.010 Establishment—Composition—Appointment of members.](#)

[2.60.020 Powers and duties.](#)

[2.60.030 Quorum and voting.](#)

[2.60.040 Limitations.](#)

[2.60.050 Definitions.](#)

2.60.010 Establishment—Composition—Appointment of members.

A. There is established an economic diversification commission which shall consist of seven members who shall be appointed by the mayor, with the approval of the city council. The terms of the commission members shall be for three years or until their successors have been appointed and approved. The term of two members shall expire each year with the additional term expiring every third year. Vacancies shall be filled in the same manner as the commissioners are appointed.

B. Appointment to the commission shall be adjusted by the mayor and city council to ensure continuity. In this regard, initial appointments may be made for terms other than three years, to ensure that the terms of no more than three members expire in any one year.

C. Members of the commission shall be diversified to the maximum extent possible and appointed to represent specific industry sectors of the economy. No two members may be appointed to serve concurrently from the same industry sector. Representatives will be selected from among the following industry sectors:

1. Accommodations.
2. Commercial fishers.
3. Contracting/trades.
4. Food and beverage.
5. Healthcare.
6. Micro business/nonprofessional sole proprietors.
7. Oil and gas.

8. Professional services (attorney, engineer, banker, real estate, media, etc.).
 9. Retail.
 10. Seafood processing.
 11. Sport fisheries.
 12. Summer tours and attractions.
 13. Transportation.
 14. Utilities.
 15. Winter tours and attractions.
- D. The commission shall elect its chairman from among the appointed members.
- E. There may be an additional appointed ex officio position to represent the military members of the community. This position may be held by a local active-duty member of the United States Coast Guard or National Guard. This seat is a nonvoting, advisory position. (Ord. 14-03 (part))

2.60.020 Powers and duties.

The commission is an advisory commission to the city council. It shall:

- A. Have the authority to prepare and submit to the city council for its approval a comprehensive economic diversification strategy for the overall economic diversification of the community. The commission shall recommend modifications of such plan from time to time, as it deems in the city's interest;
- B. Prepare and recommend to the city council for approval reports and plans regarding socioeconomic data and specific sectors of the economy;
- C. As directed by the city council, review and make recommendations to the council for approval of strategic plans, plans of work and funding requests of agencies, organizations, and event sponsors;
- D. Review and make recommendations to the city council for approval on projects submitted for economic development grant funding opportunities;
- E. Receive, consider and evaluate public input, opinions and recommendations regarding economic diversification programs of the city and advise the city council of any findings or recommendations;
- F. Monitor progress and report to council the status of capital improvement projects, programs and activities outlined as goals, objectives or action items in the community's economic strategy;
- G. Have the authority to prepare and submit to council for approval regular quarterly or annual reports

documenting economic trends in the community;

H. Make recommendations to the city council regarding the economic diversification portion of the annual city budget;

I. Meet at least once a month and cause minutes of each meeting to be recorded and forwarded to the city council through the city manager;

J. Perform such other activities as may be requested of it by the city council. (Ord. 14-03 (part))

2.60.030 Quorum and voting.

A quorum of the economic development commission for the conduct of any meeting or public hearing shall be a majority of the commission. No actions shall be taken by the commission except by concurrence of at least four members. (Ord. 14-03 (part))

2.60.040 Limitations.

The commission has only those powers and duties set forth in this chapter and those necessarily implied from those enumerated. In particular, the commission may not:

A. Expend or obligate city funds without prior approval of the city council; or

B. Act in any manner inconsistent with the requirements of Section [2.60.020](#). (Ord. 14-03 (part))

2.60.050 Definitions.

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

“Economy” means the process or system by which goods and services are produced, sold, and bought.

“Economic development” means the process by which the economy is caused to grow, or a sector of the economy is made more advanced.

“Economic diversification” means the process by which the economy is changed to increase the variety of goods or services produced or offered. (Ord. 14-03 (part))



Legislation Text

File #: 18-0448, **Version:** 1

ITEM TITLE:

Approval To Go Into Executive Session Regarding:

1. Proposed Settlement of C-Plan Administrative Appeal
2. Proposed Settlement of Verfaillie Arbitration
3. F/V Boulder Bay Demand Letter and Settlement Offer

SUBMITTED BY: Sheri Pierce, MMC, City Clerk

FISCAL NOTES:

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

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

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

RECOMMENDATION:

[Click here to enter text.](#)

SUMMARY STATEMENT:

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

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

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



Legislation Text

File #: 18-0449, **Version:** 1

ITEM TITLE:

Approval of Physician Recruitment and Retention Agreement with Dr. Corina Hopkins-Vacca

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

FISCAL NOTES:

Expenditure Required: \$60,000

Unencumbered Balance: \$290,000

Funding Source: 350-0200-55000

RECOMMENDATION:

[Click here to enter text.](#)

SUMMARY STATEMENT:

The city council has determined that an insufficient number of physicians presently serve the community, and the high turnover rate of physicians practicing within the City of Valdez is detrimental to the health and wellbeing of Valdez citizens and that recruiting and retaining highly capable physicians to practice in the City of Valdez requires competitive pay and benefits. Therefore it has been determined that offering a financial incentive in addition to regular pay and benefits is necessary to compete in the marketplace for the purpose of retaining skilled physicians to practice medicine in Valdez.

Dr. Corina Hopkins-Vacca has accepted employment to practice medicine full time in the City of Valdez and intends to continue practice within the city in accordance with her Physician's employment contract.

Within sixty (60) days of execution of this Agreement the City will provide Physician with a Sixty Thousand Dollar (\$60,000) recruitment and transition payment. The \$60,000 recruitment and transition payment is compensation for Physician working as a full time employee practicing medicine in Valdez for a (12) month period after execution of this Agreement. If Physician voluntarily or as the result of termination for cause fails to work as a full time employee practicing medicine in Valdez for a period of twelve (12) months after execution of this Agreement, the \$60,000 recruitment and transition payment shall be repaid to City on a prorated basis at a daily rate of \$164.38.

The City shall pay Physician up to sixteen (16) quarterly retention payments in the amount of Fifteen Thousand Dollars (\$15,000) within forty five (45) days of Physician's completion of the initial twelve (12) months of full-time employment and at the beginning of every three (3) months thereafter until the Physician reaches sixty (60) months of full-time employment from the date of execution of this

Agreement. In the event Physician fails to work as a full time employee practicing medicine in the City of Valdez for the entire quarter after receiving a quarterly payment the quarterly payment shall be repaid on a prorated basis at a daily rate equal to quarterly compensation divided by the number of days in the quarter.

This agreement shall become effective on the date it is executed and shall remain in effect for a period of five (5) years, with an option, upon consent of both parties, to extend the Agreement for one (1) additional five (5) year term with the compensation provided in this Agreement adjusted for inflation as indicated by the Consumer Price Index.

CITY OF VALDEZ

PHYSICIAN RECRUITMENT AND RETENTION AGREEMENT

THIS PHYSICIAN RECRUITMENT AND RETENTION AGREEMENT (hereinafter “Agreement”) is made by and between Corina Hopkins-Vacca (hereinafter “Physician”) and the City of Valdez, Alaska (hereinafter the “City”) and is entered into on the ____ day of _____, 2018. Physician and City are each individually referred to herein as a “Party” and collectively as the “Parties.”

WHEREAS, the provision of reliable high-quality medical services is of great importance to the health and wellbeing of Valdez citizens; and

WHEREAS, the City has determined that an insufficient number of physicians presently serve the community, and the high turnover rate of physicians practicing within the City of Valdez is detrimental to the health and wellbeing of Valdez citizens; and

WHEREAS, recruiting and retaining highly capable physicians to practice in the City of Valdez requires competitive pay and benefits; and

WHEREAS, the City desires to aid in the recruitment and retention of physicians by offering a financial incentive in addition to regular pay and benefits; and

WHEREAS, offering a financial incentive is necessary to compete in the marketplace for the purpose of retaining skilled physicians to practice medicine in the City of Valdez.

WHEREAS, Physician has accepted employment to practice medicine on a full-time basis in the City of Valdez and intends to continue practice within the City of Valdez in accord with Physician’s employment contract.

NOW, THEREFORE, in consideration of the mutual covenants set out in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties agree as follows:

1. TERMS AND CONDITIONS

- a. Physician shall maintain full-time employment practicing medicine within the City of Valdez for the term of this Agreement. Physician agrees to devote Physician’s full professional working time and attention to the practice of medicine within the City of Valdez.

- b. Physician shall at all times comply with the terms of any agreement(s) with his or her employer. The City shall have the right to review any such agreement(s) with the understanding that the contents of any such agreement will be kept confidential from the public as required by such agreements or by law.
- c. Nothing in this Agreement shall be interpreted as preventing Physician from acquiring an ownership interest in a medical practice.
- d. This Agreement does not entitle Physician to any compensation for employment prior to the execution of this Agreement.

2. COMPENSATION

The City will compensate Physician as follows:

- a. Within sixty (60) days of execution of this Agreement the City will provide Physician with a Sixty Thousand Dollars (\$60,000) recruitment and transition payment. The \$60,000 recruitment and transition payment is compensation for Physician working as a full-time employee practicing medicine in Valdez for a (12) month period after execution of this Agreement. If Physician voluntarily or as the result of termination for cause fails to work as a full-time employee practicing medicine in Valdez for a period of twelve (12) months after execution of this Agreement, the \$60,000 recruitment and transition payment shall be repaid to City on a prorated basis at a daily rate of \$164.38.
- b. The City shall pay Physician up to sixteen (16) quarterly retention payments in the amount of Fifteen Thousand Dollars (\$15,000) within forty five (45) days of Physician's completion of the initial twelve (12) months of full-time employment and at the beginning of every three (3) months thereafter until the Physician reaches sixty (60) months of full-time employment from the date of execution of this Agreement. In the event Physician fails to work as a full-time employee practicing medicine in the City of Valdez for the entire quarter after receiving a quarterly payment the quarterly payment shall be repaid on a prorated basis at a daily rate equal to quarterly compensation divided by the number of days in the quarter.

3. TERM

This agreement shall become effective on the date it is executed and shall remain in effect for a period of five (5) years, with an option, upon consent of both parties, to extend the Agreement for one (1) additional five (5)-year term with the compensation

provided in this Agreement adjusted for inflation as indicated by the Consumer Price Index.

4. TERMINATION

- a. If either Party fails to perform any provisions herein, that Party shall be in default. The Party not in default may, by written notice, provide notice of the default. If the default is not cured within thirty (30) days or as otherwise agreed to in writing by the parties, then the non-defaulting party may terminate this Agreement in whole or in part for failure to perform. In such event, the defaulting Party shall be liable for damages, as well attorney's fees arising out of or related to the default.
- b. If Physician discontinues work as a full-time employee practicing medicine within the City of Valdez for any reason, this Agreement may be terminated by the City.
- c. The City may at its sole discretion terminate this Agreement upon the occurrence of any of the following events:
 - i. the denial, suspension, revocation, termination, restriction, or voluntary relinquishment of the professional license or privileges of Physician,
 - ii. the death or inability of Physician to perform normal and ordinary duties as a physician due to sickness or accident for ninety (90) consecutive days,
 - iii. the termination or revocation of Physician's drug enforcement agency number, or
 - iv. the exclusion of Physician from participation in the Medicare, Medicaid, or other government health program.

5. SOLE BENEFIT OF PARTIES

This agreement is for the sole benefit of the Physician and the City. Nothing in this agreement is intended to confer any rights or remedies on any third party.

6. LIABILITY

In no event, whether as a result of breach of contract, tort liability, or otherwise, shall either party or its agents or employees be liable to the other party for indirect, economic, or consequential damages of any nature.

7. NOTICES

Notice under this agreement shall be given in writing and may be hand delivered, sent by U.S. Mail, or faxed as follows:

If to Physician:

Corina Hopkins-Vacca
PO Box 2708
Valdez, AK 99686

If to City:

City of Valdez
P.O. Box 307
Valdez, Alaska 99686
ATTN: City Manager

A party may change the address to which or official to whom notice is to be given by giving notice of such change to the other party.

8. GOVERNING LAW/JURISDICTION

This Agreement shall be governed by, interpreted, and enforced in accordance with the laws of the State of Alaska and the laws of the United States, as applicable. The venue for all litigation arising out of or relating to this Agreement shall be Valdez, Alaska. The parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Alaska and waive any defense of *forum non conveniens*.

9. NO WAIVER OF IMMUNITIES

In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either Party's rights or defenses with regard to each Party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.

10. SEVERABILITY

In the event any provision of this Agreement is held to be unenforceable or invalid for any reason, this Agreement shall remain in full force and effect and enforceable in accordance with its terms disregarding such unenforceable or invalid provision.

11. ASSIGNMENT

Physician may not assign or transfer any of Physician's rights, duties, or obligations under this Agreement, in whole or in part, without the prior written consent of the City.

12. ENTIRE AGREEMENT

This Agreement represents the entire agreement and understanding between the Parties relative to the recruitment and retention of physicians. All previous or contemporaneous contracts, representations, promises, and conditions relating thereto are superseded.

13. MODIFICATION, AMENDMENT, WAIVER

No modification, amendment, or waiver of any of the provisions of this Agreement shall be effective unless in writing specifically referring hereto, and authorized by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, on the date first above mentioned.

Physician

Signature

Name

Title

Date

Mailing Address

City, State, Zip Code

City of Valdez, Alaska, Authorized

Jeremy O'Neil, Mayor

Date

Attested:

Sheri L. Pierce, MMC, City Clerk

Date

Recommended:

Elke Doom, City Manager

Date _____

Approved as to Form:

Brena, Bell & Clarkson, P.C.
Jon. S. Wakeland



Legislation Text

File #: 18-0450, **Version:** 1

ITEM TITLE:

Approval of Settlement Agreement Related to Darryl Verfaillie Arbitration

SUBMITTED BY: Sheri Pierce, MMC, City Clerk

FISCAL NOTES:

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

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

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

RECOMMENDATION:

[Click here to enter text.](#)

SUMMARY STATEMENT:

Legal counsel has requested an action item be placed on the agenda for approval of settlement agreement following executive session.



Legislation Text

File #: 18-0451, **Version:** 1

ITEM TITLE:

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

SUBMITTED BY: Sheri Pierce, MMC, City Clerk

FISCAL NOTES:

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

RECOMMENDATION:

None.

SUMMARY STATEMENT:

Legal counsel has requested this item be placed on the agenda for action following executive session on December 18, 2018.

**BEFORE THE ALASKA OFFICE OF ADMINISTRATIVE HEARINGS
ON REFERRAL FROM THE COMMISSIONER OF
ENVIRONMENTAL CONSERVATION**

VALDEZ FISHERIES DEVELOPMENT)	
ASSOCIATION, INC.; PRINCE WILLIAM)	
SOUND REGIONAL CITIZENS' ADVISORY)	
COUNCIL; PRINCE WILLIAM SOUND)	
AQUACULTURE CORPORATION; and)	OAH No. 17-1218-DEC
CITY OF VALDEZ,)	OAH No. 17-1219-DEC
)	
Requesters,)	
)	
v.)	
)	
ALASKA DEPARTMENT OF ENVIRONMENTAL)	
CONSERVATION, DIVISION OF SPILL)	
PREVENTION & RESPONSE,)	
)	
Respondent.)	
)	

SETTLEMENT AGREEMENT

This settlement agreement ("Settlement Agreement"), dated January 16, 2019, is between Prince William Sound Regional Citizens' Advisory Council ("PWSRCAC"), Prince William Sound Aquaculture Corporation, Valdez Fisheries Development Association, Inc., the City of Valdez (collectively "Requesters"), and the State of Alaska, Department of Environmental Conservation ("ADEC"), Division of Spill Prevention and Response ("SPAR") and Alyeska Pipeline Service Company ("Alyeska") (individually "Party," collectively "Parties").¹

¹ Party and Parties is used to define signatories. Each individual Requester, SPAR, and Alyeska are signatories and Parties to this Settlement Agreement. ADEC is not a signatory or a Party to this Settlement Agreement.

RECITALS

A. The Parties engaged in mediation before Mediator Dana Fabe on December 12, 2018, to resolve the above-captioned administrative appeals.

B. The mediation resulted in the resolution among the Parties of the disputes in the above-captioned administrative appeals on the terms set forth in this Settlement Agreement.

C. Through this Settlement Agreement, the Parties have agreed to engage in a collaborative process for a five-year pilot period ("Pilot Period"), on the terms and conditions set forth below, for the purpose of reaching consensus on all suggested amendments to the Solomon Gulch Hatchery and Valdez Duck Flats Sensitive Area Protection Mobilization Decision Matrix initially developed in 1997 ("1997 Decision Matrix") contained in the Valdez Marine Terminal ("VMT") Spill Response and Contingency Plan ("C-Plan") ("Collaborative Process").

SETTLEMENT AGREEMENT

The Parties agree and stipulate as follows:

1. Stay of Pending Administrative Appeals. The Parties agree to stay the above-captioned administrative appeals in Case Nos. OAH No. 17-1218-DEC and OAH No. 17-1219-DEC, which were consolidated for adjudicatory hearing before Administrative Law Judge Mandala. The Parties agree the Decision Regarding Valdez Fisheries Development Association's November 21, 2017, Request for Stay issued by Commissioner Larry Hartig on December 29, 2017 ("Stay"), shall remain in effect, and Alyeska and SPAR agree to withdraw any pending motion or request to lift the Stay and

not to file any motion or request to lift the Stay during the period the Parties have agreed to maintain the 1997 Decision Matrix. The Parties further agree to dismiss the above captioned administrative appeals upon the ADEC's issuance of a final decision amending the 1997 Decision Matrix.

2. Maintenance of the 1997 Decision Matrix. The Parties agree the 1997 Decision Matrix will remain in effect until the Collaborative Process is complete, Alyeska has proposed an amendment to the VMT C-Plan regarding the 1997 Decision Matrix based on the Collaborative Process, and ADEC has issued a final decision on Alyeska's proposed amendment after the first Collaborative Process.

3. Collaborative Process. Following ADEC's final decision on a proposed amendment of the VMT C-Plan regarding the 1997 Decision Matrix after the first Collaborative Process, the Parties hereby agree to engage in the Collaborative Process prior to submission of any subsequent amendment of the 1997 Decision Matrix for the Pilot Period set out in Section 3(f). This includes any amendment proposed by Alyeska to whatever instrument may have replaced the 1997 Decision Matrix as a result of the first Collaborative Process. For any future Collaborative Process the Parties agree to use similar and reasonable procedures and timelines to those used for the first Collaborative Process. The Collaborative Process shall be guided by the following principles:

a. Goal. The goal of the Collaborative Process is to reach consensus on how to ensure the protection of the Solomon Gulch Hatchery and Valdez Duck Flats ("Collaborative Process") consistent with applicable statutes and regulations.

b. Facilitation. The Collaborative Process shall be facilitated. The facilitator for the Collaborative Process shall be selected by mutual agreement of Alyeska and Requesters. Should Alyeska and Requesters fail to reach mutual agreement in choosing a facilitator, Alyeska and Requesters shall each select a facilitator who, together, shall select another person to act as facilitator. Final selection of the facilitator shall be completed within sixty (60) days of the execution of this Settlement Agreement for the first Collaborative Process. Alyeska and Requesters agree to share all facilitator's costs in two equal shares.

c. Participants. Each Party may choose to attend the Collaborative Process with up to two representatives, plus any federal and state government entities. The representatives for each Party may be whomever the Party may choose, except that, at least one representative for each Party shall have decision making authority and no representative may be legal counsel. Any representative may, however, consult with legal counsel at any time during the Collaborative Process. To the degree reasonable scheduling permits, each Party shall maintain the same selected representatives throughout each Collaborative Process to promote efficiency and continuity.

d. Information. The Collaborative Process is intended to be based upon the transparent sharing and use of technical and scientific information among the Parties. Such information shall include the following: (1) Requesters will have access to Alyeska's spill trajectory modeling also known as the OILMAP (including information necessary to understand and use such programs such as the inputs and runs used for oil trajectory modeling as well as manuals and reasonable access to personnel necessary to

understand and apply such programs), although that modeling information and the trajectories provided will be limited in their use to the use in the work group, and any data developed by either side and all data or trajectory developed or reviewed or used in that collaborative process by either side would be able to be used in any comments on/or challenge to appeals of an amendment to be approved, (2) a recording anemometer to monitor and record real-time wind direction and speed at the VMT with such information to be collected and maintained by PWSRCAC and shared real-time with Alyeska and the public, (3) a current meter to monitor and record real-time current direction and speed in the Port of Valdez including at the VMT in the exclusionary zone with such information to be collected and maintained by PWSRCAC and shared real-time with Alyeska and the public, at a location that allows for accurate measuring of currents and wind as those conditions affect oil movements but does not interfere with tanker movements or VMT operations, and (4) such other relevant information as may be agreed by Parties. Alyeska agrees to provide access to the VMT to PWSRCAC to permit it to install and maintain the anemometer and current meter at locations most relevant to gathering information regarding oil spill trajectories from the VMT. Alyeska and PWSRCAC agree to devote their best efforts to having the anemometer and the current meter in place within sixty (60) days from the execution of this Settlement Agreement. The current meter may involve a temporary current meter buoy at the VMT as soon as possible that is later replaced by a land-based meter. The Parties agree the information provided by Alyeska pursuant to Section 3(d)(1) of this Settlement Agreement relating to oil modeling may only be used for the purposes of the Collaborative Process or in appeals related to

the VMT C-Plan. The Parties also agree that the information recorded and maintained by PWSRCAC pursuant to Section 3(d)(2) and (3) of this Settlement Agreement relating to wind and current direction and speed shall be publicly available.

e. First Collaborative Process. The Parties agree the first Collaborative Process shall be concluded by November 15, 2019, absent mutual agreement among the Parties.

f. Pilot Period. The Pilot Period during which the Parties agree to use the Collaborative Process shall commence upon execution of this Settlement Agreement and remain in place for a period of five (5) years after ADEC approves the 2019 VMT C-Plan application for renewal. During the Pilot Period, the Collaborative Process shall apply as set out in Section 3, including any amendment proposed in the 2024 VMT C-Plan renewal application. The Parties intend to extend the Pilot Period if the Collaborative Process proves successful.

4. No Limitation on Future Proposed Amendments. With the exception of the agreement to engage in the Collaborative Process as stated above, no Party shall be limited in any manner in its right to make any proposal concerning the protection of the Solomon Gulch Hatchery and Valdez Duck Flats.

5. Amendments. This Settlement Agreement may be modified, amended, or supplemented only by a written instrument executed by all Parties.

6. Signatories. The signatories hereby represent and warrant that they have full authority to execute this Settlement Agreement on behalf of their respective Parties.

7. **Interpretation.** The language of this Settlement Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against any Party. No Party shall be deemed to be the drafter of this Settlement Agreement, and no provision of the Settlement Agreement shall be interpreted for or against any Party based upon a Party being deemed to be a drafter of the Settlement Agreement or any provision of the Settlement Agreement. Headings of articles and sections of this Settlement Agreement are solely for the convenience of the Parties and are not a part of this Settlement Agreement.

8. **Parties in Interest.** This Settlement Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective successors and assigns. Nothing in this Settlement Agreement, express or implied, is intended to confer upon any person or entity other than the Parties, or their successors or assigns, any rights or remedies under or by reason of this Settlement Agreement.

9. **Future Positions.** The Parties agree that this Settlement Agreement does not prevent the Parties from presenting or arguing in future cases their respective positions on issues that were raised or that might have been raised in Case Nos. OAH No. 17-1218-DEC and OAH No. 17-1219-DEC or any other proposed amendment or renewal to the VMT C-Plan.

10. **Negotiated Settlement.** The Parties expressly understand and agree that this Settlement Agreement constitutes a negotiated settlement for the sole purpose of resolving the matters agreed to herein. No Party shall be prejudiced or bound by this Settlement Agreement in any proceeding except as specifically provided herein, nor shall

any Party be deemed to have conceded, approved, accepted, agreed to, or consented to any concept, theory, or principle underlying or supposed to underlie any position taken by any other Party in the proceedings resolved by this Settlement Agreement. This Settlement Agreement shall not constitute an admission of liability or an admission against interest by any Party and shall not be cited or relied on as precedent by one Party to the detriment of the other in any proceedings other than those referenced herein, except to the extent necessary to enforce the provisions of this Settlement Agreement. Nothing in this Settlement Agreement changes, alters, or constitutes a waiver of the underlying terms of any agreements executed between Alyeska and PWSRCAC.

11. Law of State of Alaska. This Settlement Agreement shall be governed by and construed in accordance with Alaska law. The rights and obligations of this Settlement Agreement may be enforced in an action before the courts of the State of Alaska.

12. Severability and Waiver. The invalidity of any portion of this Settlement Agreement shall not affect the validity or enforceability of any other portion of this Settlement Agreement. The waiver of any term of this Settlement Agreement shall not constitute a waiver of any other provision or constitute a continuing waiver.

13. Counterpart Signatures. This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute but one and the same agreement notwithstanding the fact that all Parties are not signatories to the original or the same counterpart.

14. **Signatures.** Being duly authorized, the Parties execute this Settlement Agreement as of the date first written above.

REQUESTERS

**PRINCE WILLIAM SOUND REGIONAL
CITIZENS' ADVISORY COUNCIL**

By Joseph N. Levesque
Printed Name Joseph N. Levesque
Its Attorney

**PRINCE WILLIAM SOUND
AQUACULTURE CORPORATION**

By Matthew T. Findley
Printed Name Matthew T. Findley
Its Attorney

**VALDEZ FISHERIES DEVELOPMENT
ASSOCIATION, INC.**

By Mike H. Wells
Printed Name Mike H. Wells
Its Executive Director

CITY OF VALDEZ

By _____
Jeremy O'Neil, Mayor

Approved as to Form:
VALDEZ CITY ATTORNEYS


By Robin O. Brena
Robin O. Brena, Alaska Bar No. 8410089
Jake W. Staser, Alaska Bar No. 1111089

**ALYESKA PIPELINE SERVICE
COMPANY**

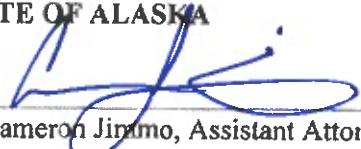
By Michael W. Seville
Printed Name Michael W. Seville
Its attorney

SPAR

**STATE OF ALASKA, DEPARTMENT OF
ENVIRONMENTAL CONSERVATION,
DIVISION OF SPILL PREVENTION AND
RESPONSE**

By 
Graham Wood on Behalf of
Denise Koch, Director

**KEVIN CLARKSON
ATTORNEY GENERAL FOR THE
STATE OF ALASKA**

By 
Cameron Jimmo, Assistant Attorney
General, Alaska Bar No. 1711055



Legislation Text

File #: ORD 18-0006, **Version:** 1

ITEM TITLE:

#18-06 - Amending Chapter 15.30, Section 15.30.030 Relating to Adoption of Flood Insurance Study (FIS) and Flood Maps. Second Reading. Adoption.

SUBMITTED BY: Kate Huber, Senior Planner & Floodplain Administrator

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Adopt Ordinance #18-06, amending VMC Chapter 15.30 to adopt the 2019 FEMA flood insurance rate maps.

SUMMARY STATEMENT:

Adoption of the 2019 Flood Insurance Rate Maps is the final step in a multi-year mapping process. In 2011, the City of Valdez began working with the Federal Emergency Management Agency (FEMA) to update the Flood Insurance Rate Maps (FIRM) and Flood Insurance Study (FIS) for the City of Valdez.

The FIRMs and FIS are important tools utilized by the community for our participation in the National Flood Insurance Program (NFIP). The NFIP is a voluntary Federal program that enables property owners in participating communities to purchase insurance protection against losses from flooding. It was established to reduce future flood damage through community floodplain management and to provide protection for property owners against potential losses.

In order for the City of Valdez to participate in the NFIP, we must adopt and enforce floodplain management regulations to reduce future flood risks to new construction and substantially improved structures in Special Flood Hazard Areas (SFHAs). When we meet this requirement, the Federal Government makes flood insurance available within the community as a financial protection against flood losses. Our floodplain ordinance must meet or exceed the federal standards.

In 1983, the City of Valdez adopted the first FIRMs and FIS for the area. At that time, we also adopted Title 15.30. (See attachment.) In the years since initial adoption a handful of map changes and revisions have also been incorporated. The ordinance tonight will replace existing FIRMs for all areas that are included in the 2019 update.

To maintain good standing with the NFIP, The City of Valdez must adopt the updated 2019 Flood Insurance Rate Maps in advance of their effective date of January 3, 2019.

Through our reviews with FEMA and the State of Alaska, it was determined that significant changes are required to bring the remaining sections of our floodplain ordinance into compliance with the federal standards. At your next meeting on January 2, 2018, staff will bring forward a new draft of Title 15.30 for adoption. This draft is currently in review with legal and the Clerk's Office.

Not Included in the 2019 Map Update

The Alpine Woods and Nordic Subdivision areas are not included in the 2019 Map Update. These areas will continue to utilize the 1984 Letter of Map Revision that has been in place since October 1984. This area was excluded from the 2019 update while the city seeks certifications of the levees constructed on the Lowe River. The decision to exclude this area allowed FEMA to complete the map updates for the remainder of the City. The documentation necessary to pursue levee certification has been submitted to FEMA and we are awaiting a response. Once levee certification is secured, the City will pursue a map revision for the area.

Public Involvement & Communication in 2019 Map Update

Adoption of the 2019 Flood Insurance Rate Maps is an important final step that follows an extensive eight year mapping and public comment/appeal process. Below is a summary of the outreach done within the community by FEMA, the State of Alaska and the City. This list is not comprehensive, but includes all events and mailings that were documented and easily identified in the files currently available to staff.

2016:

- Meeting with property owners impacted by exclusion of Alpine Woods and Nordic Subdivisions area. (01/28)
- City floodplain management webpage updated with information (September)
- Floodplain newsletter with preliminary map information mailed to homeowners in the special flood hazard area (September)
- Public service announcement informing community members of preliminary map draft (10/07)
- Ad published in Valdez Star (10/12)
- Council report - Preliminary Flood Insurance Rate Maps (FIRM) from FEMA (10/19)
- Letter mailed to property owners impacted by exclusion of Alpine Woods and Nordic Subdivisions area. (03/21)
- Letter mailed to all property owners with property subject to change under the 2019 map update. (03/26)

2017-2018:

- FEMA and State of Alaska Department of Commerce, Community, and Economic Development held a Flood Risk Open House at which copies of the preliminary map draft were distributed and the appeals process was explained. (04/06)
- Public notification in the Valdez Star from FEMA concerning the appeals process for the preliminary map draft. (11/22 & 11/29)
- Public appeals period (November 29, 2017 - February 27, 2018)
- Council report - FEMA Flood Insurance Rate Map Update Report (12/05)

After the lengthy public comment and appeals process, FEMA finalized the drafts of the 2019 FIRMs and submitted back to the City of Valdez for adoption. The maps are currently available for view in the Community Development Department at City Hall. In the past 2 weeks, we have regained access to GIS software and can now utilize GIS to make maps for the community with the updated special flood hazard area information.

Adopting the updated 2019 FEMA Flood Insurance Rate Maps will allow the City of Valdez to continue to participate in the National Flood Insurance Program and provide important tools needed to reduce future flood risks to new and improved structures within the City.

CITY OF VALDEZ, ALASKA

ORDINANCE NO. 18-06

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, AMENDING CHAPTER 15.30, SECTION 15.30.030, OF THE VALDEZ MUNICIPAL CODE RELATING TO ADOPTION OF FLOOD INSURANCE STUDY (FIS) AND FLOOD MAPS

WHEREAS, participation in the National Flood Insurance Program (NFIP) enables property owners to purchase insurance protection against losses from flooding; and

WHEREAS, participation in the National Flood Insurance Program is an agreement between local communities and the Federal Government, under which the City agrees to adopt and enforce floodplain management regulations to reduce future flood risks to new construction and substantially improved structures in the Special Flood Hazard Areas; and

WHEREAS, the Special Flood Hazard Areas are delineated on the community's Flood Insurance Rate Maps; and

WHEREAS, a Flood Risk Public Open House was held at which copies of the preliminary map drafts were distributed on April 6, 2017; and

WHEREAS, a public appeals period was conducted November 29, 2017 – February 27, 2018; public notifications were mailed to affected property owners on March 26, 2016 and public notices were published in the local newspaper on 10/12/16, 11/22/17, and 11/29/17; and

Whereas the City's floodplain management regulations must meet or exceed criteria established in accordance with Title 44 Code of Federal Regulations Part 60.3, Criteria for Land Management and Use.

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

Section 15.30.030 (B) is hereby amended to read as follows:

B. Basis for Establishing the Areas of Special Flood Hazard. The areas of special flood hazard identified by the Federal Insurance Administration in a scientific and engineering report entitled "The Flood Insurance Study for the City of Valdez" (FIS) dated January 3, 2019, and any revisions thereto, with accompanying Flood Insurance Maps, and any revisions thereto, are hereby ~~March 1980 with the Flood Boundary and Floodway Maps dated December 1, 1983~~ is adopted by reference and declared to be a part of this chapter. The Flood Insurance Study is on file at City Hall, 212 ~~204~~ Chenega Avenue, Valdez, Alaska.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this _____ day of January, 2019.

CITY OF VALDEZ, ALASKA

Jeremy O'Neil, Mayor

ATTEST:

Sheri L. Pierce, MMC, City Clerk

APPROVED AS TO FORM:

Brena, Bell & Clarkson, P.C.

First Reading:

Second Reading:

Yeas:

Nays:

Absent:

Abstain:

Chapter 15.30 FLOOD HAZARD PROTECTION REGULATIONS

Sections:

- 15.30.010 Purpose.**
- 15.30.020 Definitions.**
- 15.30.030 General provisions.**
- 15.30.040 Administration.**
- 15.30.050 Standards.**

15.30.010 Purpose.

It is the purpose of this chapter to promote the public health, safety and general welfare, and to minimize public and private losses due to flood conditions in specific areas by provisions designed:

- A. To protect human life and health;
 - B. To minimize expenditure of public money and costly flood-control projects;
 - C. To minimize need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general projects;
 - D. To minimize prolonged business interruptions;
 - E. To minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in areas of special flood hazard;
 - F. To help maintain a stable tax base providing for the sound use and development of areas of special flood hazard so as to minimize future flood blight areas;
 - G. To ensure that potential buyers are notified that property is in an area of special flood hazard; and
 - H. To ensure that those who occupy the areas of special flood hazard assume responsibility of their actions.
- (Ord. 00-025 § 6 (part))

15.30.020 Definitions.

Unless specifically defined below in this section, words or phrases used in this chapter shall be interpreted so as to give them meaning they have in common usage and to give this chapter its most reasonable application.

“Area of shallow flooding” means a designated OA or AH zone on the Flood Insurance Rate Map (FIRM). The base flood depths range from one to three feet; a clearly defined channel does not exist; the path of flooding is unpredictable and indeterminate; and, velocity flow may be evident.

“Base flood” means the flood having a one percent chance of being equalled or exceeded in any given year.

“Development” means any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving excavation or drilling operations.

“Existing mobile home park or mobile home subdivision” means a parcel (or contiguous parcels) of land divided into two or more mobile home lots for rent or sale for which the construction of facilities for servicing the lot on which the mobile home is to be affixed (including, at a minimum, the installation of utilities, either final site

grading or the pouring of concrete pads, and the construction of streets) is completed before the effective date of the ordinance codified in this chapter.

“Expansion to an existing mobile home park or mobile home subdivision” means the preparation of additional sites by the construction of facilities for servicing the lots on which the mobile homes are to be affixed (including the installation of utilities, either final site grading or pouring of concrete pads, or the construction of streets).

“Flood Insurance Rate Map (FIRM)” means the official map on which the Federal Insurance Administration has delineated both the areas of special flood hazards and the risk premium zones applicable to the community.

“Flood insurance study” means the official report provided by the Federal Insurance Administration that includes flood profiles, the Flood Boundary-Floodway Map, and the water surface elevation of the base flood.

“Habitable floor” means any floor usable for living purposes, which includes working, sleeping, eating, cooking or recreation, or a combination thereof. A floor used only for storage purposes is not a habitable floor.

“Mobile home” means a structure, transportable in one or more sections, which is built on a permanent chassis and designed to be used with or without a permanent foundation when connected to the required utilities. It does not include recreational vehicles or travel trailers. The term includes, but is not limited to, the definition of mobile home as set forth in regulations governing the mobile home safety and construction standards program.

“New construction” means structures for which the “start of construction” commenced on or after the effective date of the ordinance codified in this chapter.

“New mobile home park or mobile home subdivision” means a parcel (or contiguous parcels) of land divided into two or more mobile home lots for rent or for sale for which the construction of facilities for servicing the lot (including, at a minimum, the installation of utilities, either final site grading or the pouring of concrete pads, and the construction of streets) is completed on or after the effective date of the ordinance codified in this chapter.

“Regulatory floodway” means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

“Start of construction” means the first placement of permanent construction of a structure (other than a mobile home) on a site, such as the pouring of slabs or footings or any work beyond the stage of excavation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footing, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garage or sheds not occupied as dwelling units or not as part of the main structure. For a structure (other than a mobile home) without a basement or poured footings, the start of construction includes the first permanent framing or assembly of the structure or any part thereof, its piling or foundation. For mobile homes not within a mobile home park or mobile home subdivision, start of construction means the affixing of the mobile home to its permanent site. For mobile homes within mobile home parks or mobile home subdivisions, start of construction is the date on which the construction of facilities for servicing the site on which the mobile home is to be affixed (including, at a minimum, the construction of streets, either final site grading or the pouring of concrete pads, and installation of utilities) is completed.

Substantial Improvement.

1. “Substantial improvement” means any repair, reconstruction or improvement of a structure, the cost of which equals or exceeds fifty percent of the market value of the structure either:

- a. Before the improvement or repair is started; or
 - b. If the structure has been damaged and is being restored, before the damage occurred. For the purpose of this definition “substantial improvement” is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure.
2. The term does not, however, include either:
- a. Any project for improvement of a structure to comply with existing state or local health, sanitary, or safety code specifications which are solely necessary to assure safe living conditions; or
 - b. Any alteration of a structure listed on the National Register of Historic Places or a State Inventory of Historic Places.

“Variance” means a grant of relief from the requirements of this chapter which permits construction in a manner that would otherwise be prohibited by this chapter. (Ord. 00-025 § 6 (part))

15.30.030 General provisions.

- A. Lands to which this chapter applies. This chapter shall apply to all areas of special flood hazards within the jurisdiction of the city.
- B. Basis for Establishing the Areas of Special Flood Hazard. The areas of special flood hazard identified by the Federal Insurance Administration in a scientific and engineering report entitled “The Flood Insurance Study for the City of Valdez” dated March 1980 with the Flood Boundary and Floodway Maps dated December 1, 1983 is adopted by reference and declared to be a part of this chapter. The Flood Insurance Study is on file at City Hall, 201 Chenega Avenue, Valdez, Alaska.
- C. Warning and Disclaimer of Liability. The degree of flood protection required by this section is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasion. Flood heights may be increased by man-made or natural causes. This chapter does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This chapter shall not create liability on the part of the city, any officer or employee thereof, or the Federal Insurance Administration, for any flood damages that result from reliance on this chapter or any administrative decision lawfully made thereunder. (Ord. 00-025 § 6 (part))

15.30.040 Administration.

- A. Establishment of Development Permit. A development permit shall be obtained before construction or development begins within any area of special flood hazard established in Section 15.30.030(B). The permit shall be for all structures including mobile homes, as set forth in Section 15.30.020, and for all other development including fill and other activities, also set forth in Section 15.30.020. Application for a development permit shall be made on forms furnished by the city building official and may include, but not be limited to, plans in duplicate drawn to scale showing the nature, location, dimensions, and elevations of the area in question; existing or proposed structures, fill, storage of materials, drainage facilities; and the location of the foregoing. Specifically, the following information is required:
 - 1. Elevation in relation to mean sea level, of the lowest floor (including the basement) of all structures;
 - 2. Elevation in relation to mean sea level to which any structure has been floodproofed;
 - 3. That where floodproofing is utilized for a particular structure either:

- a. A registered professional engineer or architect shall certify that the floodproofing methods are adequate to withstand the flood depths, pressures, velocities, impact and uplift forces and other factors associated with the base flood, and a record of such certificates indicating the specific elevation (in relation to mean sea level) to which such structures are floodproofed shall be maintained by the community,
- b. A certified copy of local regulation containing detailed floodproofing specifications which incorporate standard, accepted watertight performance standards shall be submitted to the FIA for approval;
4. Description of the extent to which any watercourse will be altered or relocated as a result of proposed development.
 - a. Assurance that the flood-carrying capacity within the altered or relocated portion of any watercourse is maintained.
- B. Designation of the City Building Official. The city building official is appointed to administer and implement this chapter by granting or denying development permit applications in accordance with its provisions.
- C. Duties and Responsibilities of the Building Official. Duties of the building official shall include, but not be limited to:
 1. Permit Review.
 - a. Review all development permits to determine that the permit requirements of this chapter have been satisfied;
 - b. Review all development permits to determine that all necessary permits have been obtained from those federal, state or local governmental agencies from which prior approval is required.
 2. Information to be Obtained and Maintained.
 - a. Obtain and record the actual elevation (in relation to mean sea level) of the lowest habitable floor (including basement) of all new or substantially improved structures, and whether or not the structure contains a basement. The development shall be responsible for obtaining all elevations;
 - b. For all new or substantially improved flood-proofed structures:
 - i. Verify and record the actual elevation (in relation to mean sea level),
 - ii. Maintain the floodproofing certifications required in Section 15.30.050, and
 - c. Maintain for public inspection all records pertaining to the provisions of this chapter.
 3. Interpretation of FIRM Boundaries. Make interpretations where needed, as to exact location of the boundaries of the areas of special flood hazards (for example, where there appears to be a conflict between a mapped boundary and actual field conditions). The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in subsection D of this section.
- D. Appeal Board.
 1. The planning and zoning commission as established by the city Charter shall hear and decide appeals and requests for variances from the requirements of this chapter.
 2. The planning and zoning commission shall hear and decide appeals when it is alleged there is an error in any requirement, decision or administration of this chapter.

3. Those aggrieved by the decision of the planning and zoning commission, or any taxpayer, may appeal such decision to the city council.
4. In passing upon such applications, the planning and zoning commission shall consider all technical evaluations, all relevant factors, standards specified in other sections of this chapter, and:
 - a. The danger that materials may be swept onto other lands to the injury of others;
 - b. The danger to life and property due to flooding or erosion damage;
 - c. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
 - d. The importance of the services provided by the proposed facility to the community;
 - e. The availability of alternative locations for the proposed use which are not subject to flooding or erosion damage;
 - f. The compatibility of the proposed use with existing and anticipated development;
 - g. The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
 - h. The safety of access to the property in times of flood for ordinary and emergency vehicles;
 - i. The expected heights, velocity, duration, rate of rise, and sediment transport of the flood waters and the effects of wave action, if applicable, expected at the site; and
 - j. The costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems, and streets and bridges.
5. Generally, variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing the items set out in subsection (D) (4) of this section have been fully considered. As the lot size increases beyond the one-half acre, the technical justification required for issuing the variance increases.
6. Upon the consideration of factors of subsection D, of this section and purposes of this chapter, the planning and zoning commission may attach such conditions to the granting of variances as it deems necessary to further the purpose of this chapter.
7. The building official shall maintain the records of all appeal actions and report any variances to the Federal Insurance Administration upon request.

E. Conditions for Variances.

1. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
2. Variances shall only be issued upon:
 - a. A showing of good and sufficient cause;
 - b. A determination that failure to grant the variance would result in exceptional hardship to the applicant; and

- c. A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public as identified in subsection D of this section, or conflict with existing local laws or ordinances.
3. Any applicant to whom variance is granted shall be given written notice that the structure will be permitted to be built with a lowest floor elevation below the base flood elevation and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation. (Ord. 00-025 § 6 (part))

15.30.050 Standards.

A. General Standards.

1. Anchoring.

- a. All new construction and substantial improvements shall be anchored to prevent flotation, collapse or lateral movement of the structure.
- b. All mobile homes shall be anchored to resist flotation, collapse, or lateral movement by providing over-the-top and frame ties to ground anchors. Specific requirements shall be that:
 - i. Over-the-top ties be provided at each of the four corners of the mobile home, with two additional ties per side at intermediate locations, with mobile homes less than fifty feet long requiring one additional per side;
 - ii. Frame ties be provided at each corner of the home with five additional ties per side at intermediate points, with mobile homes less than fifty feet long requiring four additional ties per side;
 - iii. All components of the anchoring system be capable of carrying a force of four thousand eight hundred pounds; and
 - iv. Any additions to the mobile home be similarly anchored.
- c. An alternative method of anchoring may involve a system designed to withstand a wind force of ninety miles per hour or greater. Certification must be provided to the city building official that this standard has been met.

2. Construction Materials and Methods.

- a. All new construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage.
- b. All new construction and substantial improvements shall be constructed using methods and practices that minimize flood damage.
- c. All new construction and substantial improvements within B zones in/or adjacent to Alpine Woods and Nordic Subdivisions shall have the lowest floor, including basement, elevated to at least twelve inches above the highest adjacent grade of the building site.
 - i. Where there are hazardous velocities, consideration shall be given to mitigating the effects of the velocities through proper techniques and measures.

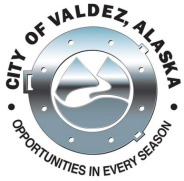
3. Utilities.

- a. All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system;

- b. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the systems and discharge from the systems into floodwaters; and
 - c. On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.
4. Subdivision Proposals.
- a. All subdivision proposals shall be consistent with the need to minimize flood damage;
 - b. All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage;
 - c. All subdivision proposals shall have adequate drainage provided to reduce exposure to flood damage; and
 - d. Base flood elevation data shall be provided for subdivision proposals and other proposed development which contain at least fifty lots or five acres (whichever is less).
5. Review of Building Permits. Where elevation is not available, applications for building permits shall be reviewed to assure that proposed construction will be reasonably safe from flooding. The test of reasonableness is a local judgement and includes use of historical data, high water marks, photographs of the past flooding, etc., where available.
- B. Specific Standards. In areas of special flood hazards where base flood elevation data has been provided as set forth in subsection B of Section 15.30.030, the following provisions are required:
- 1. Encroachments, including fill, new construction, substantial improvements, and other development within the adopted regulatory floodway that would result in any increase in flood levels within the community during the occurrence of the base flood discharge shall be prohibited.
 - 2. Residential Construction. New construction and substantial improvement of any residential structure shall have the lowest floor, including basement, elevated to or above base flood elevation.
 - 3. Nonresidential Construction. New construction and substantial improvement of any commercial, industrial or nonresidential structure either have the lowest floor, including basement, elevated to the level of the base flood elevation; or, together with attendant utility and sanitary facilities, shall:
 - a. Be floodproofed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water;
 - b. Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy; and
 - c. Be certified by a registered professional engineer or architect that the standards of this subsection are satisfied. Such certifications shall be provided to the official as set forth in Sections 15.30.040 (A)(3)(a) and (b).
 - 4. Mobile Homes.
 - a. The placement of any mobile homes, except in an existing mobile home park or mobile home subdivision, within the adopted regulatory floodway shall be prohibited.
 - b. Mobile homes shall be anchored in accordance with subsection (A)(1)(a)(iv) of this section.

- c. For new mobile home parks and mobile home subdivisions, for expansions to existing mobile home parks and mobile home subdivisions; for existing mobile home parks and mobile home subdivisions where the repair, reconstruction or improvement has commenced; and for mobile homes not placed in a mobile home park or mobile home subdivision, require that:
 - i. Stands or lots are elevated on compacted fill or on pilings so that the lowest floor of the mobile home will be at or above the base flood level;
 - ii. Adequate surface drainage and access for a hauler are provided; and
 - iii. In the instance of elevation on pilings, that:
 - (A) Lots are large enough to permit steps,
 - (B) Piling foundations are placed in stable soil no more than ten feet apart, and
 - (C) Reinforcement is provided for pilings more than six feet above the ground level. (Ord. 00-025 § 6 (part))

Mobile Version



Legislation Text

File #: RES 18-0045, **Version:** 1

ITEM TITLE:

#18-45 - Authorizing Lease Amendment No. 7 with Valdez Ocean Dock, Inc. dba Big State Logistics for Lot 3, Alaska Tideland Survey 564.

SUBMITTED BY: Nicole LeRoy, Community Development Planning Technician

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Approve Resolution #18-45 Authorizing Lease Amendment No. 7 with Valdez Ocean Dock, Inc. dba Big State Logistics for Lot 3, Alaska Tideland Survey 564.

SUMMARY STATEMENT:

On June 1, 1976 the City of Valdez entered into a lease with Valdez Alaska Terminals, Inc. for 21 years with an additional six, five-year renewal options. The lease was assigned to Valdez Ocean Dock, Inc. dba Big State Logistics on July 7, 1997. Valdez Ocean Dock, Inc. has previously exercised four of six renewal options; one in 1997, one in 2002, one in 2007, and one in 2012. The lease expired May 31, 2017 and has been in holdover subject to all terms and conditions on a month to month basis since.

Valdez Ocean Dock, Inc. has requested to exercise renewal option five of six, commencing June 1, 2017 and ending May 31, 2022. The lease was due for reappraisal in 2017 and staff ordered an appraisal in August 2018.

In addition, the legal description has been updated from Parcel A, ATS 564 (18.16 acres) to Lot 3, ATS 564 to reflect a change in lease area. The lease area has decreased due to the approval of Resolution #17-26 authorizing an overlapping lease with the Valdez Fisheries Development Association, Incorporated for Lot 2 Alaska Tideland Survey 564.

This lease amendment accomplishes five changes:

First, it updates the lease area to reflect the new lease dimensions. Second, it reflects the changed rental value after staff ordered an appraisal per Paragraph 2 of the lease. The new amount will be \$5,700.00 annually, calculated as 6% of the appraised value. Third, it will amend Paragraph 2 of the lease to state that if Big State Logistics wishes to extend the lease for another five year term at the

expiration of this renewal in 2022, the calculation of fair rental value annually will be 7% of the appraised value at that time.

Valdez Municipal Code 4.08.010 formerly defined fair rental value as 6% of the appraised value but was amended in 2012 to define fair rental value as 10% of the appraised value. However, the percentage of the appraised value was not amended in Paragraph 2 of this lease at that time. After discussions with the Lessee, the Community Development Director and the City Manager, we have proposed the increase in rental fee to 7% of the appraised value at the renewal of this lease in 2022.

Fourth, it updates Paragraph 2 of the lease to reflect compliance with Valdez Municipal Code 4.08.100 which states that the LESSEE “shall be required to pay for any and all survey, appraisal or other costs incurred in connection with the application and lease process” and requires the Lessee to bear the cost of appraisal for the purposes for determining fair rental value.

Fifth, it authorizes renewal option five of six, commencing June 1, 2017 and ending May 31, 2022. Pending Council approval of this resolution, staff will work with the City Attorney and Valdez Ocean Dock, dba Big State Logistics to execute Lease Amendment No. 7.

CITY OF VALDEZ, ALASKA

RESOLUTION # 18-45

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, AUTHORIZING LEASE AMENDMENT NO. 7 WITH VALDEZ OCEAN DOCK, DBA BIG STATE LOGISTICS FOR LEASE OF PARCEL A, ALASKA TIDELAND SURVEY 564

WHEREAS, in 1976, the City of Valdez entered into a lease with Valdez Alaska Terminals, Inc. for 21 years with an additional six (6), five (5) year renewal options; and

WHEREAS, on July 7, 1997 the Valdez City Council approved the assignment of lease from Valdez Alaska Terminals, Inc. to Valdez Ocean Dock, Inc. dba Big State Logistics; and

WHEREAS, Valdez Ocean Dock, Inc., dba Big State Logistics has previously exercised four (4) of six (6), five (5) year renewal options; one in 1997, one in 2002, one in 2007, and one in 2012; and

WHEREAS, the lease expired on May 31, 2017 and has been in holdover subject to all terms and conditions on a month to month basis; and

WHEREAS, Valdez Ocean Dock, Inc., dba Big State Logistics has requested to exercise renewal option five (5) of six (6), five (5) year renewal options commencing June 1, 2017 and ending May 31, 2022; and

WHEREAS, the Valdez Ocean Dock, Inc., dba Big State Logistics lease area has decreased due to approval of Resolution #17-26 authorizing an overlapping lease with the Valdez Fisheries Development Association, Incorporated for Lot 2, Alaska Tideland Survey 564; and

WHEREAS, the Lease was due for reappraisal in 2017 for the purposes of determining fair rental value and staff ordered an appraisal; and

WHEREAS, the new appraisal was received November 15, 2018 and was appraised at \$95,000.00 x 6% which equals a new annual lease fee of \$5,700.00 which became effective December 4, 2018; and

WHEREAS, Valdez Municipal Code 4.08.010 formerly defined fair rental value as 6% of the appraised value but was amended in 2012 to define fair rental value as 10% of the appraised value; and

WHEREAS, the percentage of the appraised value was not amended in Paragraph 2 of the Lease at that time; and

WHEREAS, the expiration of this five (5) year term on May 31, 2022, if LESSEE wishes to extend the lease for another five (5) year term, calculation of fair rental value annually will be 7% of the appraised value at that time; and

WHEREAS, Valdez Municipal Code 4.08.100 states that the LESSEE “shall be required to pay for any and all survey, appraisal or other costs incurred in connection with the application and lease process.”

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 Amendment No. 7 of the Lease of Parcel A, Alaska Tideland Survey 564 with Valdez Ocean Dock, Inc. dba Big State Logistics for and authorizes the City Manager or her designee to negotiate said lease renewal exercising lease renewal option number five (5) of six (6) commencing June 1, 2017 and ending May 31, 2022.

Section 2. Paragraph 2 of the lease dated June 1, 1976 between the City of Valdez and Valdez Ocean Dock, Inc. dba Big State Logistics for Parcel A, Alaska Tideland Survey 564 is amended to read as follows:

“LESSEE agrees to pay rent of Five Thousand Seven Hundred Dollars (\$5,700.00) per year until the termination of this Lease on May 31, 2022. This payment shall be made in equal advance annual installments, with the installment for any June-May period due not later than the 1st day of July for that period. This property will be reappraised for the purpose of determining the rental value every five years, and the rental value will be readjusted at that time. LESSEE agrees to pay for cost of appraisal for the purposes of determining fair rental value. If, at the end of this lease term on May 31, 2022, LESSEE wishes to extend the Lease for another five year term, the annual rental rate will be calculated as 7% of the appraised value. If the parties are unable to agree on a new rent figure, then each party shall appoint one appraiser, the two appraisers so appointed shall choose a third, and the decision of the three appraisers as to the rent figure shall be binding on the parties. In no event, however, shall any revised rent figure be less than the original lease

rate of Four Thousand Two Hundred Forty Dollars (\$4,240.00) per year. Nothing in this paragraph shall prevent the annual reassessment of the leased premises for tax purposes to determine its true value as provided by law.”

Section 3. Paragraph 1 of the lease dated June 1, 1976 between the City of Valdez and Valdez Ocean Dock, Inc. dba Big State Logistics for Parcel A, Alaska Tideland Survey 564 is amended as follows to reflect the changed lease area as follows:

Lot 3, Alaska Tideland Survey 564 (See Exhibit A)

Section 4. All other terms, covenants, and conditions of said Lease, and amendments, shall remain in full force and effect.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF THE CITY OF VALDEZ, ALASKA, this 18th day of December, 2018:

CITY OF VALDEZ, ALASKA

Jeremy O’Neil, Mayor

ATTEST:

Sheri L. Pierce, MMC, City Clerk

LEASE AGREEMENT (VALDEZ ALASKA TERMINALS, INC.)

THIS LEASE is made and entered into under the authority of the City Council of the City of Valdez, by and between the City of Valdez, Alaska, a municipal corporation, organized and existing under the laws of the State of Alaska, hereinafter called the "Lessor" or the "City," and Valdez Alaska Terminals, Inc., an Alaskan corporation, hereinafter called the "Lessee."

WITNESSETH:

The parties to this lease hereby agree as follows:

The City of Valdez, in consideration of the agreements herein contained, leases to Lessee the following two described parcels of real property owned by the City of Valdez:

Parcel No. 1, which is a corrected description of A.T.S. No. 865, as follows:

Beginning at Corner No. 4 of Lot 8 of U.S. Survey No. 3682, which is the true point of beginning of this description; thence along surveyed meanders of Lot 8, Lot 7 and Lot 6 of U.S. Survey No. 3682: S. 61°-03'-00" W. 284.92 feet to Corner No. 2, S. 18°-34'-00" E. 254.69 feet to Corner No. 3, S. 24°-17'-00" E. 77.09 feet to Corner No. 4, S. 24°-20'-00" E. 330.99 feet to Corner No. 5 which is common to Corner No. 2 of Lot 6 of U.S. Survey No. 3682; thence S. 61°-30'-00" W. 600.00 feet to Corner No. 6; thence N. 28°-30'-00" W. 660.11 feet to Corner No. 7; thence N. 61°-30'-00" E. 958.57 feet along the southern boundary of A.T.S. No. 613 to Corner No. 1 of this survey, the true point of beginning of this description, containing 9.54 acres more or less.

Parcel No. 2, as follows:

Beginning at Corner No. 5 of A.T.S. No. 865, which is common with Corner No. 2 of Lot 6 of U.S. Survey No. 3682; thence S. 61°-30'-00" W. 600.00 feet along the southern boundary of A.T.S. No. 865 to Corner No. 6 of A.T.S. No. 865, which is the true point of beginning of this description; thence continuing S. 61°-30'-00" W. 600.00 feet to Corner No. 2; thence N. 28°-30'-00" W. 660.11 feet to Corner No. 3; thence No. 61°-30'-00" E. 600.00 feet along the southern boundary of A.T.S. No. 613 and the westerly extension of said boundary to Corner No. 4, which is common with Corner No. 7 of A.T.S. No. 865; thence S. 28°-30'-00" E. 660.11 feet to Corner No. 1 of this survey, the true point of beginning of this description, containing 9.09 acres, more or less.

1. This lease shall be for the twenty-one (21) year term beginning on the 1st day of June, 1976, and ending on the 30th day of May, 1997. The lessee has an option to renew this lease for six additional five (5) year terms and to exercise an option the Lessee must notify the City in writing of an intent to do so not later than one (1) year prior to the expiration of the lease or the lease as extended. In no case shall this lease be extended beyond the 30th day of May, 2027.

2. The Lessee agrees to pay rent of Four Thousand Two Hundred Forty Dollars (\$4,240.00) per year. This payment shall be made in equal advance annual installments, with the installment for any June-May period due not later than the 1st day of July for that period. This property will be reappraised for the purpose of determining the rental value every five years, and the rental value will be readjusted at that time. If the parties are unable to agree on a new rent figure, then each party shall appoint one appraiser, the two appraisers so appointed shall choose a third, and the decision of the three appraisers as to the rent figure shall be binding on the parties. In no event, however, shall any revised rent figure be less than the higher of Four Thousand Two Hundred Forty Dollars (\$4,240.00) per year or that percentage of the appraised value which is being charged by the State of Alaska for leases of comparable property being negotiated at that time. Nothing in this paragraph shall prevent the annual reassessment of the leased premises for tax purposes to determine its true value as provided by law.

3. The Lessee agrees to pay the annual rental and fees specified and not to assign this lease or any part, nor let, nor sublet, either by grant or implication, the whole or any part of the premises without written consent of the Lessor, except to subsidiary or parent companies of the Lessee.

4. The Lessee agrees to keep the premises clean and in good order at his own expense, suffering no strip or waste thereof nor removing any material therefrom without written permission of the Lessor; except that removal of materials which is specified in the development plan and necessary to the development is permitted. At the expiration of the term fixed, or any sooner termination of the lease, the Lessee will be peaceably and quietly quit and surrender the premises to the Lessor.

5. Building construction shall be neat and presentable and compatible with its use and surroundings. Prior to placing of fill material and/or construction of any building or facility on a leased area, the Lessee must submit detailed drawings of proposed development of the property and, if a building is contemplated, comprehensive architectural drawings showing the location of all proposed utility lines, front, side and plan elevation views of the proposed structure, materials to be used, dimensions, elevations, and all data required by the Lessor, who shall review and approve, if satisfactory, in writing all major permanent improvements.

6. Should default be made in payment of any portion of the rent or fees when due, and for thirty (30) days thereafter, or in any of the covenants or conditions contained in this lease, the Lessor, agent or attorney, may re-enter and take possession of the premises, remove all persons therefrom, and upon written

notice, terminate this lease, if deficiency is not cured within the thirty (30) days. It is agreed that until the Lessor elects to terminate this lease, interest at eight percent (8%) per annum accrues and is payable on all rents and fees due and unpaid beginning thirty (30) days following the date on which the rents or fees are due.

7. All written notices required by this lease or permit shall be sent by registered or certified mail or delivered personally to the last address on record in the files of the Lessor.

8. The interests transferred or conveyed by this lease are subject to any and all of the covenants, terms or conditions contained in the instruments conveying title, leasehold interest, or other interests to the Lessor. The Lessee agrees not to breach, or allow a breach by third parties, of the covenants, terms, and conditions of the instruments conveying title to the Lessor.

9. Lessee covenants to save the Lessor harmless from all actions, suits, liabilities or damages resulting from or arising out of any acts of commission or omission by the Lessee, his agents, employees or customers, or arising from or out of the Lessee's occupation or use of the premises demised or privileges granted.

10. Lessor shall have the right at all reasonable times to enter the premises or any part thereof, for purposes of inspection.

11. Any or all rents, charges, fees or other consideration which are due and unpaid at the expiration or voluntary or involuntary termination or cancellation of this lease shall be a charge against the Lessee and his property, real or personal, and the City shall have such lien rights as are generally allowed by law, and enforcement by distraint may be made by the Lessor or its authorized agent.

12. The Lessee covenants and agrees that it will not, on the grounds of race, color, religion, national origin, ancestry, age, or sex, discriminate or permit discrimination against any prospective occupant, patron, employee, applicant for employment, or other person or group of persons in any manner prohibited by federal or state law or regulations promulgated thereunder. The Lessee recognizes the right of the City to take such action to enforce such covenant as it deems necessary or as it is directed pursuant to any federal or state law or regulation.

13. Lessor reserves the right to grant and control easements in, through or above the land leased, and may grant such easements to third parties at any time and for any purpose. No such grant or easement will be made that will unreasonably interfere with the Lessee's use of the land.

14. Lessee agrees that Lessor may modify this lease to meet revised requirements for state or federal grants, or to conform to the requirements of any revenue bond covenant to which the City is a party; provided that, in the case of modification to conform to the requirements or privileges granted or needed by any grants or covenants, such modification shall not be done without giving Lessee an opportunity for a hearing before the City Council, nor shall cause the Lessee financial loss without compensation.

15. Unless otherwise provided in a valid lease agreement, improvements owned by a Lessee shall, within sixty (60) days after the expiration, termination or cancellation of the lease, be removed by him; provided that, in the opinion of the City, such removal will not cause injury or damage to the lands; and further provided, that the City may extend the time for removing such improvements in cases where hardship is shown to its satisfaction, provided application for extension has been made in writing and received within said sixty (60) day period. The retiring Lessee may, with the consent of the City, sell his improvements to a succeeding Lessee, if any.

16. If any improvements and/or chattels having an appraised value in excess of \$10,000.00, as determined by the City, are not removed within the time allowed by paragraph 18 of this Lease Agreement, such improvements and/or chattels shall, upon due notice to the Lessee, be sold at public auction under the direction of the City. The proceeds of sale shall inure to the Lessee who owns such improvements and/or chattels after deducting and paying to the City all rents or fees due and owing and expenses incurred in making such sale. In case there are no other bidders at such auction, the City is authorized to bid on such improvements and/or chattels an amount equal to the amount owed to the City by the Lessee or \$1.00, whichever amount is greater. The City of Valdez shall acquire all right, both legal and equitable, that any other purchaser would acquire by reason of such purchase.

17. If any improvements and/or chattels having an appraised value of \$10,000.00 or less, as determined by the City of Valdez, are not removed within the time allowed by paragraph 18 of this Lease Agreement, such improvements and/or chattels shall revert to and absolute title shall vest in the City of Valdez.

18. This lease is issued subject to all provisions and requirements of the laws and regulations of the City of Valdez and the State of Alaska relating to leasing of lands and granting of privileges the same as though they were set forth in full over the signatures of the contracting parties.

19. If any term, provision, condition or part of this lease is declared to be invalid or unconstitutional by a court of competent jurisdiction of the State of Alaska, the remaining terms, provisions, conditions or parts shall continue in full force and effect as though such declaration was not made.

20. Lessee shall, within thirty (30) days after completion of any improvements placed upon or in the land described herein subsequent to the date of this lease, deliver to the Lessor at least two copies of as-built drawings showing the location and construction specifications of said improvements; furthermore, if Lessee's improvement is underground, Lessee shall appropriately mark the surface of the land with a stake or otherwise identify the type of underground installation and its location.

21. The Lessee shall at his own expense, maintain and keep in force during the term of this lease, adequate insurance to protect the Lessor and the Lessee against comprehensive public liability, products liability (where applicable) and property damage, in no less than the following amounts:

- (a) Property damage arising from one accident or other cause in a sum of not less than \$50,000.00.
- (b) Personal injury or death; liability insurance not less than \$100,000.00 per person and \$300,000.00 per accident.

The Lessee shall deposit with the Lessor a copy or copies of such insurance policy or policies or a certificate of such insurance coverage together with appropriate evidence that the premiums thereupon have been paid. All such insured of the Lessee shall name the Lessor as an additional insured, contain a waiver of subrogation endorsement, and provide that the Lessor shall be notified at least thirty (30) days prior to any termination, cancellation or material change in such insurance coverage. Such requirement for insurance coverage shall not relieve Lessee of any other obligations under this Agreement.

22. The Lessee shall at his own costs and expense, conduct all business authorized herein in compliance with all federal, state and local laws, ordinances, rules and regulations now or hereafter in force which may be applicable to the operation of the business authorized herein or to the use, care, operation, and maintenance of the terminal, including but not limited to, matters of health, safety, sanitation and pollution. The Lessee shall obtain and pay for all licenses and permits necessary for the operation of such business and shall pay all taxes which may be lawfully imposed upon the premises or operation(s) of the Lessee within or upon the premises; and shall pay such other fees and charges as may be assessed under applicable public statutes or ordinances.

23. The failure of the Lessor to insist in any one or more instances upon a strict performance by the Lessee of any of the provisions, terms, covenants, reservations, conditions or stipulations contained herein may not be considered as a waiver or relinquishment thereof for the future, but the same shall continue and remain in full force and effect. No waiver by the Lessor of any provision, term, covenant, reservation, condition or stipulation herein may be deemed to have been made in any instance unless expressed in writing by the Lessor.

24. Notwithstanding any other provision of this lease, if, at the time this is done, there shall be no enforceable default on the part of the Lessee in the performance of any of the terms of this lease, the Lessee may grant a security interest in this leasehold, or any portion thereof, for the purpose of interim or permanent financing of the construction of improvements upon the premises and for no other purpose, and may encumber this leasehold by mortgage, deed of trust, or other appropriate instrument, provided such encumbrances pertain only to Lessee's

interest in the property. This may be done without the written consent of the Lessor. If Lessee shall encumber this leasehold, or any part thereof, in accordance with this paragraph, the Lessor agrees that so long as such encumbrances shall remain unsatisfied of record, and written notice of such encumbrances is given to Lessor, then Lessor shall, upon serving upon Lessee any notice of default, simultaneously serve a copy of such notice upon the holder of such encumbrance. The holder of the encumbrance shall thereupon have thirty (30) days more time than is given to Lessee to remedy or cause to be remedies, the defaults complained of, and the Lessor shall accept such performance by or at the instigation of the holder of the encumbrances as if the same had been done by Lessee. If, at the expiration of this additional thirty (30) day period, the holder of the encumbrance causes all payments then in default to be paid to the Lessor, and has complied or substantially engaged in the complying with all of the other requirements of this Agreement which are then in default, then Lessor shall not be entitled to terminate the agreement or re-enter the property.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the dates indicated.

LESSOR:

CITY OF VALDEZ, ALASKA

By 
Herbert W. Lehfeldt
City Manager

Date: Aug 25, 1976

LESSEE:

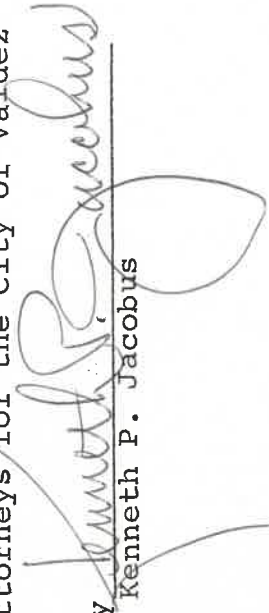
VALDEZ ALASKA TERMINALS, INC.

By 
President

Date: 7-28-76

APPROVED AS TO FORM:

Hughes, Thorsness, Gantz, Powell & Brundin
Attorneys for the City of Valdez

By 
Kenneth P. Jacobus

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

BEFORE ME, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn as such, this day personally appeared HERBERT W. LEHFELDT, known to me and known to me to be the City Manager of the City of Valdez, Alaska, and he acknowledged to me that he had the authority to and did sign this document voluntarily for the purposes stated therein.


WITNESS my hand and notarial seal this 25 day of August, 1976.


Notary Public in and for Alaska
My Commission Expires: 10-4-78

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

BEFORE ME, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn as such, this day personally appeared NEL BEGET, known to me and known to me to be the president of VALDEZ ALASKA TERMINALS, INC., and he acknowledged to me that he had the authority to and did sign this document voluntarily for the purposes stated therein.


WITNESS my hand and notarial seal this 28th day of July, 1976.

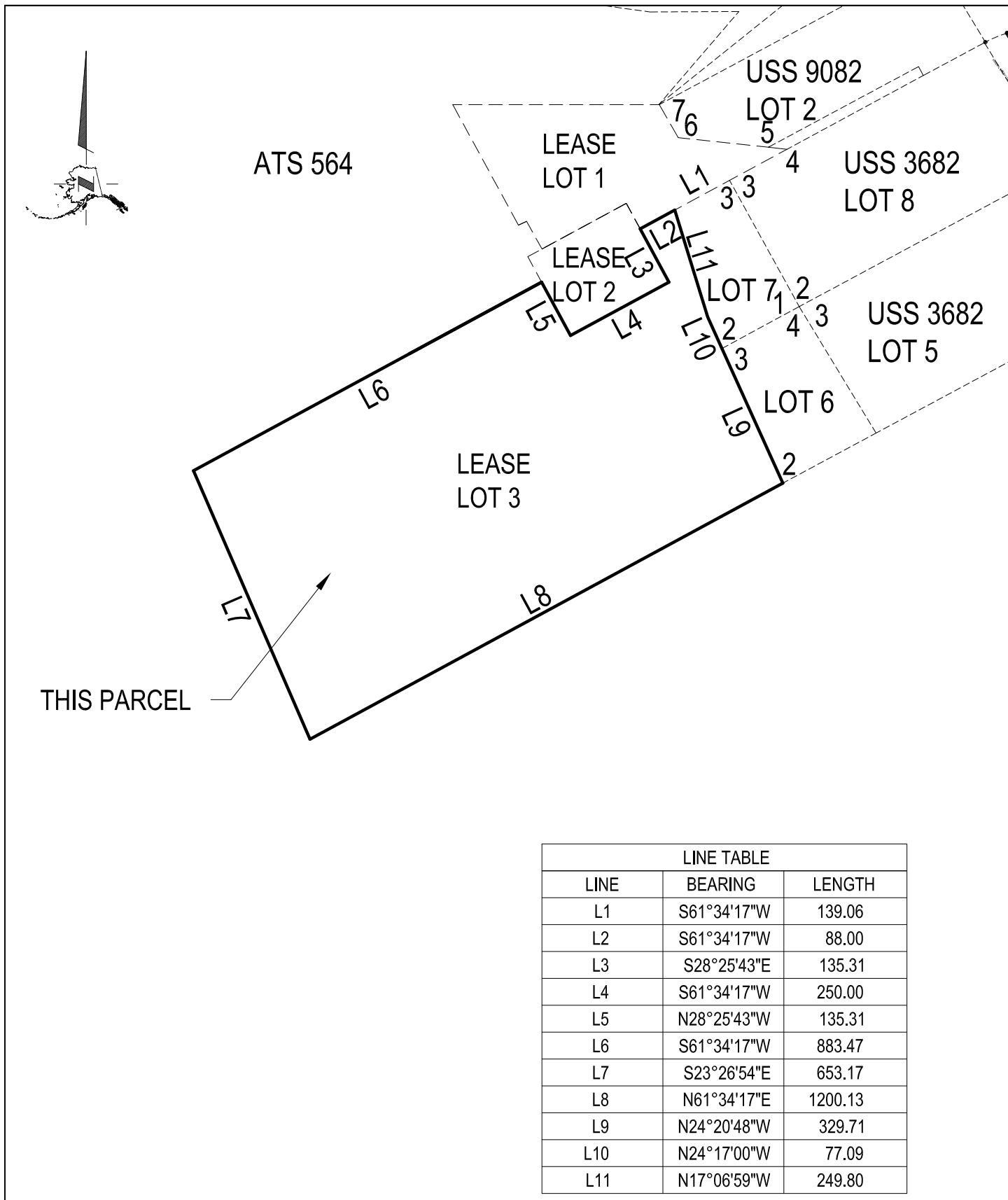

Notary Public in and for Alaska
My Commission Expires: 12/6/76

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

BEFORE ME, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn as such, this day personally appeared KENNETH P. JACOBUS, known to me and known to me to be the City Attorney for the City of Valdez, Alaska, and he acknowledged to me that he had the authority to and did sign this document voluntarily for the purposes stated therein.

WITNESS my hand and notarial seal this 26 day of August, 1976.


Notary Public in and for Alaska
My Commission Expires: 10-4-78



LINE TABLE		
LINE	BEARING	LENGTH
L1	S61°34'17"W	139.06
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L4	S61°34'17"W	250.00
L5	N28°25'43"W	135.31
L6	S61°34'17"W	883.47
L7	S23°26'54"E	653.17
L8	N61°34'17"E	1200.13
L9	N24°20'48"W	329.71
L10	N24°17'00"W	77.09
L11	N17°06'59"W	249.80

EXHIBIT A		Wrangell Mountain Technical Services P.O.BOX 118, CHITINA, ALASKA 99566 (907) 823-2280			
LEGAL DESCRIPTION: VALDEZ TIDELAND LEASE LOT 3 WITHIN ALASKA TIDELAND SURVEYS 564					
STREET ADDRESS: NHN MINERAL LOOP ROAD, VALDEZ, ALASKA		DATE: 12/10/18	DRAWN: MINISH	CHECK: MINISH	SCALE: 1" = 300'
PREPARED FOR: CITY OF VALDEZ		JOB#: 18003	DRAWING #: 18003 COV TIDELAND LEASES		SHEET: 1 OF 1
					REV#: 0

A TIDELAND LEASE AREA LOCATED WITHIN ALASKA TIDELAND SURVEY 564 OF HEREIN KNOWN AS VALDEZ TIDELAND LEASE LOT 3. BEGINNING AT THE CORNER 3 LOT 7 AND CORNER 3 LOT 8 OF UNITED STATES SURVEY 3682, VALDEZ, ALASKA, SOUTH 61°34'17" WEST A DISTANCE OF 139.06 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH 61°34'17" WEST A DISTANCE OF 88.00 FEET ALONG THE SOUTHEASTERN BOUNDARY OF ALASKA TIDELAND SURVEY 564 LEASE LOT 1 TO THE NORTHEASTERN BOUNDARY OF ALASKA TIDELAND SURVEY 564 LEASE LOT 2;
THENCE SOUTH 28°25'43" EAST A DISTANCE OF 135.31 FEET ALONG THE NORTHEASTERN BOUNDARY OF SAID LEASE LOT 2;
THENCE SOUTH 61°34'17" WEST A DISTANCE OF 250.00 FEET ALONG THE SOUTHEASTERN BOUNDARY OF SAID LEASE LOT 2;
THENCE NORTH 28°25'43" WEST A DISTANCE OF 135.31 FEET ALONG THE SOUTHWESTERN BOUNDARY OF SAID LEASE LOT 2;
THENCE SOUTH 61°34'17" WEST A DISTANCE OF 883.47 FEET WITHIN SAID ALASKA TIDELAND SURVEY 564;
THENCE SOUTH 23°26'54" EAST A DISTANCE OF 653.17 FEET WITHIN SAID ALASKA TIDELAND SURVEY 564;
THENCE NORTH 61°34'17" EAST A DISTANCE OF 1200.13 WITHIN SAID ALASKA TIDELAND SURVEY 564 TO MEANDER CORNER 2 OF LOT 6 OF SAID UNITED STATES SURVEY 3682;
THENCE NORTH 24°20'48" WEST A DISTANCE OF 329.71 FEET ALONG THE MEANDER LINE OF SAID LOT 6 TO MEANDER CORNER 3 OF SAID LOT 6 AND MEANDER CORNER 2 OF LOT 7 OF SAID UNITED STATES SURVEY 3682;
THENCE NORTH 24°17'00" WEST A DISTANCE OF 77.09 FEET ALONG THE MEANDER LINE OF SAID LOT 7;
THENCE NORTH 17°06'59" WEST A DISTANCE OF 249.80 FEET ALONG THE MEANDER LINE OF SAID LOT 7 TO THE TRUE POINT OF BEGINNING.
CONTAINING 747,650 SQUARE FEET (17.16 ACRES) MORE OR LESS.
SEE EXHIBIT A

VALDEZ OCEAN DOCK LEASE AMENDMENT NO. 7

CITY OF VALDEZ
AND
VALDEZ OCEAN DOCK, INC., dba BIG STATE LOGISTICS

THIS LEASE AMENDMENT NO. 7 is made between the City of Valdez, P.O. Box 307, Valdez, Alaska 99686, a municipal corporation organized under the laws of the State of Alaska, hereinafter referred to as LESSOR, and Valdez Ocean Dock, Inc., dba Big State Logistics, P.O. Box 71540, Fairbanks, Alaska 99707-1540, hereinafter referred to as LESSEE.

WHEREAS, in 1976, LESSOR entered into a lease, hereinafter referred to as LEASE, with Valdez Alaska Terminals, Inc. of former Parcels No. 1 and 2, Alaska Tideland Survey No. 865 (current Parcel A, Alaska Tideland Survey No. 564), as described in the LEASE and Lease Amendment No. 5 thereto, for a term of 21 years with an additional six (6), five (5) year renewal options; and

WHEREAS, on July 7, 1997 the Valdez City Council approved the assignment of the LEASE from Valdez Alaska Terminals, Inc. to LESSEE; and

WHEREAS, LESSEE has previously exercised four (4) of six (6), five (5) year renewal options under the LEASE; one in 1997, one in 2002, one in 2007, and one in 2012; and

WHEREAS, the LEASE expired on May 31, 2017 without LESSEE exercising a renewal option and has been in holdover subject to all terms and conditions on a month to month basis; and

WHEREAS, LESSEE has requested to exercise renewal option five (5) of six (6) commencing June 1, 2017 and ending May 31, 2022; and

WHEREAS, the leased area under the LEASE was reduced by 1.15 acres pursuant to Resolution #17-26 authorizing a lease with the Valdez Fisheries Development Association, Inc. for Lot 2 Alaska Tideland Survey 564 previously leased to LESSEE under the LEASE; and

WHEREAS, the LEASE was due for reappraisal in 2017 for the purposes of determining fair rental value and Staff ordered an appraisal; and

WHEREAS, the new appraisal was received November 15, 2018 and is appraised at \$95,000 x 6% which equals a new annual lease fee of \$5,700.00 which became effective December 4, 2018; and

WHEREAS, Valdez Municipal Code 4.08.010 formerly defined fair rental value as 6% of the appraised value but was amended in 2012 to define fair rental value as 10% of the appraised value; and

WHEREAS, the percentage of the appraised value was not amended in Paragraph 2 of the LEASE at that time; and

WHEREAS, LESSOR and LESSEE agree that at the expiration of this five (5) year term on May 31, 2022, if LESSEE wishes to extend the lease for another five (5) year term, calculation of fair rental value annually will be 7% of the appraised value at that time; and

WHEREAS, Valdez Municipal Code 4.08.100 states that the LESSEE “shall be required to pay for any and all survey, appraisal or other costs incurred in connection with the application and lease process.”

NOW, THEREFORE, LESSOR and LESSEE agree as follows:

Section 1. The City Council of the City of Valdez, Alaska authorizes Amendment No. 7 of the Lease of Parcel A, Alaska Tideland Survey 564 with LESSEE and authorizes the City Manager or her designee to negotiate said lease renewal exercising lease renewal option number five (5) of six (6) commencing June 1, 2017 and ending May 31, 2022.

Section 2. The legal description in the LEASE as amended by Lease Amendment No. 5, dated January 31, 2011 is amended to reflect the decreased lease area as follows:

Lot 3, Alaska Tideland Survey 564 (See Exhibit A)

Section 3. Paragraph 2 of the LEASE is amended to read:

“LESSEE agrees to pay rent of Five Thousand Seven Hundred Dollars (\$5,700.00) per year until the termination of this Lease on May 31, 2022. This payment shall be made in equal advance annual installments, with the installment for any June-May period due not later than the 1st day of July for that period. This property will be reappraised for the purpose of determining the rental value every five years, and the rental value will be readjusted at that time. LESSEE agrees to pay for cost of appraisal for the purposes of determining fair rental value. If, at the end of this lease term on May 31, 2022, LESSEE wishes to extend the Lease for another five year term, the annual rental rate will be calculated as 7% of the appraised value. If the parties are unable to agree on a new rent figure, then each party shall appoint one appraiser, the two appraisers so appointed shall choose a third, and the decision of the three appraisers as to the rent figure shall be binding on the parties. In no event, however, shall any revised rent figure be less than the original lease rate of Four Thousand Two Hundred Forty Dollars (\$4,240.00) per year. Nothing in this paragraph shall prevent the annual reassessment of the leased premises for tax purposes to determine its true value as provided by law.”

Section 4. All other terms, covenants, and conditions of said Lease, and amendments, shall remain in full force and effect.

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Notary Public in and for Alaska
My Commission Expires:_____



Legislation Text

File #: RES 18-0046, **Version:** 1

ITEM TITLE:

#18-46 - Adopting Terminal Tariff No. 100-19 and Terminal Rules & Regulations for the Port of Valdez and Repealing Resolution No. 18-03

SUBMITTED BY: Jenessa Ables, Port Operations Manager

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Approve Resolution 18-46, adopting Terminal Tariff No. 100-19 and Terminal Rules & Regulations for the Port of Valdez and repealing Resolution No. 18-03

SUMMARY STATEMENT:

On February 1, 2018 Port of Valdez Terminal Tariff 100-18, a completely overhauled version of prior Port tariffs, went into effect.

After operating under Tariff 100-18 for a year, Port staff has identified a few minor updates are necessary. Port staff has not proposed any changes to tariff rates, nor the corresponding Terminal Rules & Regulations document.

The Ports & Harbor Commission passed a recommendation to City Council to adopt the Port of Valdez Terminal Tariff No. 100-19 and Terminal Rules & Regulations during their regular meeting of December 3, 2018.

CITY OF VALDEZ, ALASKA

RESOLUTION #18-46

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, ADOPTING TERMINAL TARIFF NO. 100-19 AND TERMINAL RULES & REGULATIONS FOR THE PORT OF VALDEZ AND REPEALING RESOLUTION NO. 18-03

WHEREAS, the rules, regulations, and charges for the movement of cargo through the Port of Valdez are establish through the Port Tariff; and

WHEREAS, periodically the rules, regulations, and charges need to be adjusted to ensure effective management of the facilities; and

WHEREAS, the Port of Valdez has revised the tariff and established terminal rules and regulations under professional and legal consult;

WHEREAS, the Ports and Harbor Commission has reviewed tariff and terminal rules and regulations and recommends changes at this time; and

WHEREAS, Tariff No. 100-19 shall replace Tariff No. 100-18.

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

Section 1. The attached Port of Valdez Terminal Tariff No. 100-19 shall govern the movement of cargo through the Port of Valdez

Section 2. The attached Terminal Rules & Regulations shall enhance the safety and security of the Port of Valdez

Section 3. Resolution No. 18-03 is hereby repealed.

Section 4. The effective date of Port of Valdez Terminal Tariff No. 100-19 shall be January 1, 2019.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 18th day of December, 2018.

CITY OF VALDEZ, ALASKA

Jeremy O'Neil, Mayor

ATTEST:

Sheri L. Pierce, MMC, City Clerk



PORT OF VALDEZ
TERMINAL TARIFF NO. 100-~~1819~~
TERMINAL TARIFF FMC-NO. 100-~~1819~~
FILED UNDER ATFI RULES CANCELS AND REPLACES
PORT OF VALDEZ
TERMINAL TARIFF FMC NO. 100-~~1618~~

ISSUED BY

PORT OF VALDEZ
P.O. BOX ~~307787~~
VALDEZ, ALASKA 99686

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

PHONE: (907) 835-4564

FAX: (907) 835-4479

WEBSITE: www.ci.valdez.ak.us/port

APPROVED: ~~January 16, 2018~~ EFFECTIVE: ~~February 1, 2018~~

RESOLUTION: ~~15-54~~

FMC ORGANIZATION NUMBER 011898, CITY OF VALDEZ

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REVISIONS

Issued

February 1, 2018

Revision 1

Revision 2

Revision 3

Revision 4

Revision 5

Revision 6

Revision 7

Revision 8

Revision 9

Revision 10

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RULE: I – GENERAL INFORMATION

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

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

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

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

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

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

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

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

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

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

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

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

RULE: II – ABBREVIATIONS, SYMBOLS, DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SLIP: Shall mean a berth for smaller vessels.

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

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

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

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

TON: Shall mean 2,000 pounds US.

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

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

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

RULE: III – RULES AND REGULATIONS-GENERAL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RULE IV - PAYMENT OF CHARGES, TERMS AND CONDITIONS

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

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

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

D. RIGHT TO SELL CARGO FOR UNPAID CHARGES: Freight on which unpaid terminal charges and advances have accrued may be sold to satisfy such charges and costs. Freight of a perishable nature, or of a nature liable to damage other freight may be

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sold at public or private sale subject to Valdez Municipal Code, provided owner has been given proper notice to pay charges and remove said freight, and has neglected or failed to comply.

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

F. RESPONSIBILITY FOR COLLECTION AND GUARANTEE OF CHARGE:

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

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

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

I. SECURITY: Federally mandated unarmed or armed security guard duty will be required and rates named in this tariff applied at the discretion of the Terminal Manager or Facility Security Officer. In the event unarmed or armed security guard duty is cancelled or postponed less than 24 hours prior to operation start, tariff rates may be applied to the originally scheduled period of service.

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

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

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

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

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

NO. INTEREST ON UNPAID INVOICES: The Port reserves the right to charge interest on the unpaid portion of any invoice not paid within 30 days. The interest charge shall be assessed at 7% per year pro rated monthly on unpaid balances.

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

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

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

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such claims, obligations, liabilities or damages incurred in the defense of such claim or action or proceeding against the City or Port of Valdez.

RULE V – RATES AND CHARGES

A. DOCKAGE: Dockage shall be based on length-over-all of the vessel as published in “Lloyd’s Register of Shipping” or when not published, the Port reserves the right to: (1) obtain the length-over-all from the vessel’s certificate of registry, or (2) measure the vessel. The following rules apply to dockage charges:

1. Dockage Period: The period of time upon which dockage will be assessed shall commence when the vessel is made fast to an allocated berth or moored, or comes within a slip and shall continue until such vessel lets go and has vacated the position allocated, on a per diem basis.

2. Idle Vessels: A vessel not engaged in working cargo will be permitted its berth with the understanding that it shall vacate when the berth is required for a vessel to load or discharge cargo.

3. Shifted Vessels: When a vessel is shifted directly from one dock to another dock operated by the Port of Valdez, the total time at such docks will be considered together when computing the dockage charge.

4. A single vessel, where actively engaged as a tug boat assisting and made fast outboard of a vessel loading or discharging cargo, will be accorded free dockage.

5. Vacating: A vessel upon notice to move which refuses to vacate will be assessed dockage at five times its applicable rate named in this tariff, starting at the time vessel is notified to vacate and fails to vacate within a reasonable time.

6. Application: Dockage rates shall apply to all mooring dolphins, docks, slips, adjacent to wharves, landing craft ramp or any other facility managed by the Port.

7. Application for Berthing: Request for berthing shall be made at least 24 hours in advance of a vessel’s arrival. Requests not made at least 24 hours in advance shall be subject to an additional days berthing charge at the applicable tariff rate.

8. DOCKAGE RATES: Based on vessel length-over-all

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

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- Note 1. For vessels with length overall greater than 900 feet, charge the rate for 900 feet plus \$3.00 for each foot, or fraction thereof, of length in excess of 900 feet shall apply.
- Note 2. Twelve cumulative hours or less shall be charged one-half (1/2) of the full days dockage.
- Note 3. Vessels which cause more than normal risk to a dock facility and the surrounding area (land or water) or restrict the normal use of such facility by others shall be assessed a dockage surcharge of 100%. More than normal risk includes without limitation, risks of explosion, fire, need for special security at either the dock or the facility entrance, risk of contamination and/or failure to comply with environmental rules and regulations due to the presence of hazardous materials. The following vessels are so classified:
- a. Loaded vessels (ship and barges) which carry oil and/or oil products, loading or discharging cargo or undergoing repairs at a Port facilities.
 - b. Vessels (ship and barges), which are loading and/or discharging high explosives.
 - c. The above list of risks and high-risk vessels is not all-inclusive. The Port reserves the right to make final determination.
- Note 4. Vessels that have a paid slip for the year in the Valdez Small Boat Harbor shall not be charged dockage at other the John Thomas Kelsey Municipal Dock.

Commented [JA1]: Discussion. Increased usage at Kelsey Dock and displacement of paying customers.

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

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

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

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Domestic: Charge per garbage pickup \$120.00

Foreign Regulated: By special arrangement only.

Per pound charge including container weight, 50 pound minimum \$14.00

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

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

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

1. A parking fee, including electricity, will be charged to the owner of each refrigeration van connected to the electrical system at the Valdez Container Terminal.

Per 24-hour period or less \$20.00

2. The van owner or agent shall report a daily summary to the Port of all units connected and disconnected from the electrical system at the Valdez Container Terminal.
3. It shall be the responsibility of the van owner or agent to provide a report to the Port at the end of each week showing the number of vans and the days served.

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

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

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

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1. Traffic handled to or from the Port of Valdez.
2. Charges to be assessed on the basis of weight or measurement as manifested by vessel, whichever creates the greater revenue. Where specific commodity rates are shown, the description "Freight NOS, General Merchandise" will apply.
3. Minimum charge on any single shipment \$3.85

I. WHARFAGE COMMODITY RATES:

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

Notes:

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

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6. Applies to inbound and outbound petroleum products.

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

K. SECURITY: Security that is required by the owner, shipper, or U.S.C.G. regulation will be provided by the Port and will be assessed per hour at:

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

In the event unarmed or armed security guard duty is cancelled or postponed less than 24 hours prior to operation start, tariff rates may be applied to the originally scheduled period of service per Rule IV, Paragraph I. Security.

L. STANDBY FIRE APPARATUS

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

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

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

- a. per square foot per month at \$ 0.15
- b. per automobile \$10.00
- c. per piece of heavy machinery including wheeled units \$35.00

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

O. UPLAND STORAGE: Items accepted for storage:

- a. Storage will be assessed, per square foot per month at \$0.15
- b. Minimum charge for storage per month \$50.00

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

P. LOG STORAGE: Assessed monthly:

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

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

R. FINES FOR VIOLATIONS:

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

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

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

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APPENDIX-MISCELLANEOUS INFORMATION

Metric Equivalents and Metric Conversion Tables

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

<u>U.S. Equivalent</u>		<u>Metric Equivalent</u>	
1.0	Pound	0.4536	Kilogram
2.2046	Pounds	1.0	Kilogram
100.0	Pounds (US-CWT)	45.359	Kilograms
2,000.0	Pounds (Short Ton)	907.2	Kilograms
2,204.6	Pounds	1,000.0	Kilograms (1 Metric Ton)
2,240.0	Pounds (Long Ton)	1,016.04	Kilograms
1.0	Inch	2.54	Centimeters
1.0	Foot	0.3048	Meter
1.0	Yard	0.9144	Meter
3.2808	Feet	1.0	Meter
1.0	Square Foot	0.0929	Square Meter
10.76	Square Feet	1.0	Square Meter
1.0	Cubic Foot	0.0283	Cubic Meter
35.3147	Cubic Feet	1.0	Cubic Meter
40.0	Cubic Feet	1.1327	Cubic Meters
1.0	Barrel (42 Gallons)	158.9873	Liters

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Metric Conversion Table

<u>To Find</u>	<u>Given</u>	<u>Multiply</u>	
Kilograms	Pounds	Pounds	X 0.4536
Pounds	Kilograms	Kilograms	X 2.2046
Metric Tons	Short Tons	Short Tons	X 0.9072
Metric Tons	Long Tons	Long Tons	X 1.0160
Short Tons	Metric Tons	Metric Tons	X 1.1023
Long Tons	Metric Tons	Metric Tons	X 0.9842
Cubic Meters	Measurement Tons (40 Cubic Feet)	Measurement Tons	X 1.1330
Measurement Tons (40 Cubic Feet)	Cubic Meters	Cubic Meters	X 0.8830
Square Feet	Square Meters	Square Meters	X 10.76
Square Meters	Square Feet	Square Feet	X 0.0929
Cubic Feet	Cubic Meters	Cubic Meters	X 35.3147
Cubic Meters	MBF (Thousand Board Feet)	MBF	X 2.3597
MBF (Thousand Board Feet)	Cubic Meters	Cubic Meters	X 0.4238
Acres	Hectares	Hectares	X 2.47
Hectares	Acres	Acres	X 0.405
Miles	Kilometers	Kilometers	X 0.62
Kilometers	Miles	Miles	X 1.609

CONVERSION TABLE

Kilos	Pounds	Kilos	Pounds	Kilos	Pounds
1	2.2046	100	220.46	10,000	22,046
2	4.4092	200	440.92	20,000	44,092
3	6.6138	300	661.38	30,000	66,138
4	8.8184	400	881.84	40,000	88,184
5	11.0230	500	1,102.30	50,000	110,230
6	13.2276	600	1,322.76	60,000	132,276

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7	15.4322	700	1,543.22	70,000	154,327
8	17.6368	800	1,763.68	80,000	176,368
9	19.8414	900	1,984.14	90,000	198,414
10	22.0460	1,000	2,204.6	100,000	220,460
20	44.0920	2,000	4,409.2	200,000	440,920
30	66.1380	3,000	6,613.8	300,000	661,380
40	88.1840	4,000	8,818.4	400,000	881,840
50	110.2300	5,000	11,023.0	500,000	1,102,300
60	132.2760	6,000	13,227.6	600,000	1,322,760
70	154.3220	7,000	15,432.2	700,000	1,543,270
80	176.3680	8,000	17,636.8	800,000	1,763,680
90	198.4140	9,000	19,841.4	900,000	1,984,140

HOW TO USE THIS TABLE

To Convert 546,224 Kilos to Pounds:

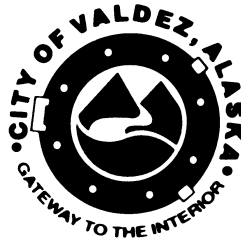
To Convert 546,224 Pounds to Kilos:

546,224 Kilos		OR	546,224 Pounds		OR
x 2.2046			x .4536		
1,204,205.4304 Pounds			247,767.206 Kilos		
500,000	1,102,300.0		500,000	226,800.0	
40,000	88,184.0		40,000	18,144.0	
6,000	13,227.6		6,000	2,721.6	
200	440.92		200	90.72	
20	44.092		20	9.072	
4	8.8184		4	1.8144	
TOTAL	1,204,205.4304 Pounds		TOTAL	247,767.2064	
Kilos					

CONVERSION TABLE

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

END OF TARIFF



PORT OF VALDEZ

**TERMINAL RULES AND
REGULATIONS**

As Approved Under
TERMINAL TARIFF NO. 100-~~1819~~

ISSUED BY

PORT OF VALDEZ
P.O. BOX ~~307787~~
VALDEZ, ALASKA 99686

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

PHONE: (907) 835-4564

FAX: (907) 835-4479

WEBSITE: www.ci.valdez.ak.us/port

APPROVED: ~~January 16~~, 2018

EFFECTIVE: ~~February 1~~, 2018

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PHONE: (907) 835-4564

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REVISIONS

Issued

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PORT OF VALDEZ
P.O. BOX ~~307~~787
VALDEZ, ALASKA 99686
PHONE: (907) 835-4564

TERMINAL TARIFF
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PORT OF VALDEZ MARINE TERMINAL RULES AND REGULATIONS

1.0 GENERAL

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

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

1.03 RIGHT TO ESTABLISH SUPPLEMENTAL RULES AND REGULATION: The Port of Valdez, through the Terminal Manager or designee, reserves the right to establish additional Terminal Rules and Regulations supplemental to these Terminal Rules and Regulations and in addition to the provisions of the Port of Valdez Terminal tariff, which shall apply to all terminal(s) users and with the same authority and in the same manner as the tariff. Persons entering the Port of Valdez facilities shall constitute an agreement by such persons to comply with all Rules and Regulations of the Port of Valdez as published.

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

2. ABBREVIATIONS AND DEFINITIONS

2.01 Abbreviations and defined terms used herein shall have the same meaning as specified in the Port of Valdez tariff.

3. OPERATIONAL REQUIREMENTS

3.01 SNOW REMOVAL AND DISPOSAL- All snow removal must be done in accordance with the City of Valdez municipal codes.

3.02 SNOW REMOVAL FROM VEHICLES- All snow and ice must be removed from the tops of containers and truck bodies before entering or leaving the terminal(s).

3.03 FISHING GEAR- No fishing gear or related material may be left on terminal property at any time.

3.04 REPORTING OF TERMINAL ACTIVITY- All cargo volumes handled to and from vessels and other information as may be required by the Port must be reported in a timely manner as stipulated under licenses granted to operate on the terminal(s). Failure to do so will be grounds for levy of fines, and/or suspension of or revoking of licenses to conduct business on the terminal(s).

4. COMMUNICATIONS

4.01 COMMUNICATIONS BEFORE BERTHING- All vessels berthing at port facilities must notify the Port at least 24 hours in advance of arrival. All berthing must be approved by the Terminal Manager.

4.02 COMMUNICATIONS ALONGSIDE- All vessels when engaged in cargo operations must have the ability to accept and make phone calls or communicate by radio. The means and contact information will be provided to the Terminal Manager on berthing request or upon docking.

4.03 EMERGENCY COMMUNICATIONS- In case of emergency, including fire, explosion or similar incident and in case of injury, the vessel shall call 911 and then notify the Port.

5. MOORING AT BERTHS

5.01 MOORING LINES- All vessels moored at terminal(s) will tend lines regularly or as more frequently required by conditions then prevailing. Lines may not be slack at any time while handling cargo.

5.02 MOORING ALONGSIDE- All vessels moored alongside shall be positioned at the direction of the Terminal Manager. Vessels must have a confirmed berthing agreement issued by the Port.

5.03 WINCHES- Constant tension winches when used shall be properly set to maintain the vessel alongside in a proper manner at all times. To prevent damage, winch motors shall be turned on one half hour prior to use.

5.04 TUGS- In the event of severe weather, the vessel shall be required to utilize the assistance of a tug(s) to prevent casualty. The Terminal Manager reserves the right to order one or more tugs if in his/her opinion and sole discretion the use of assist tug(s) is appropriate. In such case, the vessel shall be responsible for the cost of the assist tug(s).

5.05 WEATHER AND TRAFFIC- Vessel personnel shall monitor at all times weather conditions and traffic to insure there is no risk to the vessel while moored at the terminal(s). The Terminal Manager reserves the right to shut down operations between the vessel and the shore if in his/her opinion and sole discretion, a danger to personnel or property exists.

5.06 HOT WORK AND OTHER MAINTENANCE- Any vessel wishing to conduct hot work or vessel maintenance must get a permit from the Terminal Manager. The Port reserves the right to prohibit or order the stoppage of hot work at its sole discretion.

5.07 DISCHARGE OF SEWAGE, GRAY-WATER, BILGE WATER, OIL, OTHER LIQUIDS INTO HARBORS- The discharge of untreated sewage, gray-water, bilge water, oil, slops or other liquids perceived as a pollution threat into the waters of Port Valdez is prohibited.

5.08 STACK EMISSIONS- Visible and noxious stack emissions by vessels while moored at the terminal(s) is prohibited. Compliance with all state and federal laws, rules and permits is required.

5.09 TRASH- The discharge of trash into the waters of Port Valdez, or onto any of Port property is prohibited. Domestic refuse services are provided by the City of Valdez upon request and subject to tariff rates and fees. All other trash removal must be contracted to a licensed vendor approved by the Port.

5.10 DISCHARGE OF LIQUID WASTE INTO TANK TRUCKS- The vessel shall take all precautions to insure that any liquid waste discharged into tank trucks ashore conforms in all respects with US non-pollution requirements and in a manner to prevent spills into the waters of Port Valdez or on Terminal property. Only licensed vendors as named on the Port's Certificate of Adequacy may be used for such work and any spills must be reported to the Terminal Manager immediately and if in the waters of Port Valdez, to the US Coast Guard.

5.11 FUELING- The fueling of vessels while moored at the terminal(s) by barge or truck shall be done only with the permission of the Terminal Manager and in accordance with US Coast Guard regulations and in a manner to prevent spills into the waters of Port Valdez or on Terminal

property. Only licensed vendors may be used for such work and any spills must be reported to the Terminal Manager immediately and, if in the waters of Port Valdez, to the US Coast Guard.

5.12 GANGWAYS- Gangways between vessel and shore shall be properly secured and tended at all times. Where appropriate, safety nets may be required by the Terminal Manager.

5.13 LINEHANDLING- Personnel employed by the Port of Valdez are not permitted to handle lines for vessels except in case of emergency. Only licensed vendors and vessel crew, where applicable, may handle lines on the terminal(s).

5.14 LIGHTING- All vessels when moored alongside docks shall be properly lit at all times of dusk, darkness and limited visibility.

6. SECURITY

6.01 SECURITY CONFERENCE- All vessels subject to the provisions of 33 CFR Part 105 as applicable to Port facilities are required to complete a Declaration of Security with the Facility Security Officer upon docking and prior to commencing cargo handling.

6.02 COMMUNICATIONS- The vessel shall maintain proper communications with the Port at all times when docked at the terminal(s). Vessel personnel are required to report any violations of security regulations or suspicious activity immediately upon discovery. All persons handling security requirements on the vessel must be able to speak English.

6.03 CREW PASSES AND IDENTIFICATION- All crew members joining or departing vessels, as well as those on shore leave, must have proper identification issued by the vessel when on terminal. This shall also include a Transportation Worker Identification Credential (TWIC) for those subject to regulations.

6.04 PASSENGER PASSES- The master of each vessel shall be responsible for the issuance of passenger passes for all persons who enter the terminal(s) and are considered passengers or persons in addition to the crew.

6.05 SCREENING- All persons entering the terminal are subject to screening as deemed appropriate by the Facility Security Officer. All vehicles are subject to search when entering or leaving the terminal(s).

6.06 ACCESS TO TERMINAL- Access to terminal(s) is restricted to those parties licensed and engaged in the business of the terminal or have business on the terminal as approved by the

Terminal Manager. All other personnel shall be escorted by a credentialed terminal worker licensed by the Port.

6.07 CONTROL OF PERSONNEL ON TERMINAL- Personnel are subject to the rules and regulations of the Port and may be removed or barred entry by security personnel or municipal law enforcement at the direction of the Terminal Manager.

6.08 UNAUTHORIZED PERSONS- No unauthorized persons are permitted on the terminal(s) at any time. Unauthorized persons are subject to confinement by security and arrest by local law enforcement.

6.09 LEVELS OF ACCESS AND DISPLAY OF BADGES- All personnel conducting business on the terminal(s) or upon entry shall have a valid TWIC and any other required badge displayed on their outer clothing or readily available for inspection. The Terminal Manager may designate restricted areas where badges must be openly displayed at all times for authorized access.

6.10 CARGO, PASSENGER AND CREW MANIFEST- The master of each vessel shall supply a complete manifest of cargo, persons arriving on vessels, including passengers, crew and persons in addition to the crew to the terminal upon arrival and prior to arrival if by request.

6.11 FEDERAL BACKGROUND CHECKS- All persons subject to 33 CFR Part 105 regulations are required to complete a federal background check and be issued a TWIC.

6.13 ACCESS BY OTHER THAN VESSEL PERSONNEL- No persons may access vessels at the terminal(s) without advance notification and permission of the Terminal Manager.

7. BUNKERING, FUELING, LIQUID BULK CARGO TRANSFER

7.01 SHIP/SHORE SAFETY LIST- Prior to the transfer of bunkers or fuel, the vessel and Terminal Operator shall complete a pre-transfer safety check off list in accordance with federal regulations.

7.02 FIREFIGHTING EQUIPMENT AND COMMUNICATIONS- All vessels shall have firefighting equipment ready for use during bunkering. All vessel personnel must be trained in firefighting and each transfer shall have a designated and qualified Person-in-Charge (PIC).

7.03 NOTICES- All vessels while engaged in bunkering or fueling shall display a sign stating the following: WARNING, NO VISITORS, NO SMOKING, NO OPEN LIGHTS.

7.04 ACCESS TO VESSEL DURING FUELING- Access to vessels while fueling shall be restricted to crew and essential personnel.

7.05 FLAGS AND LIGHTS- All vessels while bunkering or fueling shall display a red flag during the day and a red light during darkness.

7.06 EMERGENCY SHUTDOWN- An emergency shutdown procedure shall be established and tested prior to the transfer of product.

8. SAFETY

8.01 SAFETY REGULATIONS- All personnel entering the terminal(s) shall comply with federal safety requirements as established by the Occupational Health and Safety Administration (OSHA) for marine facilities. Qualified vessel personnel or authorized vessel contractor shall provide a safe passage via walkway or vehicle for all persons passing through the terminal(s), such as crew, and those not engaged in terminal activities.

8.02 PERSONAL SAFETY EQUIPMENT- All personnel on the terminal(s) including those not employed by the Port or its licensed contractors, shall wear highly visible safety vests or outer clothing and shall utilize such other safety equipment such as hard hats, protective clothing and shoes, safety eyewear, hearing protection, gloves, chemical resistant boots and other equipment as appropriate. All persons working near the edges of docks, piers and berths shall also wear floatation equipment while working in those areas.

8.03 MEDICAL EMERGENCIES- In case of a medical emergency or accident, call 911, insure the area is safe to render aid and render aid. The Terminal Manager must be notified of all medical emergencies or accidents as soon as possible.

8.04 SAFETY INSPECTIONS- The Terminal Manager or his/her designee reserves the right to conduct announced or non-announced inspections to insure compliance with the terminal tariff and these rules and regulations. Operations may be halted, or personnel directed off the terminal(s), at the sole discretion of the inspector for non-compliance.

8.05 VEHICLE WARNING LIGHTS/ALARMS- All vehicles engaged in operations on the terminal(s) shall display a flashing amber light and shall be equipped with back up alarms. Vehicles engaged in the plowing of snow, or when transiting to and from work sites on the terminal and not engaged in plowing, shall display a flashing amber light.

9. MISCELLANEOUS REGULATIONS

9.01 DUNNAGE AND PALLETS- Only stamped and environmentally certified wooden pallets and dunnage may be used at the terminal. No dunnage or pallets may be left at the terminal(s) without permission of the Terminal Manager. Broken or material slated for disposal must be

removed immediately. The Port reserves the right to have any waste removed at the expense of the vessel or licensed contractors responsible.

9.02 UNLAWFUL ACTS- Unlawful acts committed by persons on the terminal(s) of any type shall be referred to local police for action.

9.03 CONDUCT- All persons on the terminal(s) shall conduct themselves in an orderly and professional manner. The use of discriminatory language is strictly prohibited. The Terminal Manager reserves the right in his/her sole discretion to have persons removed or barred from the terminal(s) for non-compliance.

9.04 MILITARY VESSEL CREW SECURITY- Military vessels calling on the terminal(s) will provide personnel to assist facility security with the management of persons entering or leaving the terminal(s). A complete list of officers and crew must be provided to the Port upon arrival.

9.05 WEAPONS, AMMUNITION AND EXPLOSIVES- Any weapons deemed capable of causing mass casualty are not permitted on terminal(s). Ammunition and explosives are prohibited on the terminal(s) without proper permits, handling procedures defined and permission of the Terminal Manager.

9.06 PERSONS INTOXICATED- No persons who appear to be visibly intoxicated shall be permitted on the terminal(s). Persons found on the terminal(s) who are intoxicated shall be removed immediately.

9.07 SMOKING- Smoking is permitted only in designated areas of the terminal(s). Smoking is not permitted on terminal docks at any time per municipal code.

9.08 DRUGS AND ILLEGAL SUBSTANCES- The use or possession of illegal drugs or other substances on the terminal(s) is prohibited. Persons found using or in possession of such substances shall be turned over to law enforcement immediately.

9.09 LIFEBOAT SUSPENSION AND LANDING SKIFFS- The suspension of lifeboats for purposes of vessel maintenance is prohibited. Vessels may only use landing skiffs for maintenance on vessels with the permission of the Terminal Manager.

9.10 RADIOACTIVE MATERIAL- The handling of radioactive material in any form is prohibited at the terminal(s) unless otherwise negotiated by the Port.

9.11 COMPRESSED GAS- Compressed gasses must be properly stored on the terminal(s) in designated areas as established by the Terminal Manager.

PORT OF VALDEZ P.O. BOX 307 <u>787</u> VALDEZ, ALASKA 99686 PHONE: (907) 835-4564	TERMINAL TARIFF NO. 100- 18 <u>19</u> RULES AND REGULATIONS	PAGE 13
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9.12 HANDICAP ACCESS- The Port does not provide handicap access to vessels berthed at the terminal(s).

9.13 CONFINEMENT OF PASSENGER AND CREW- Passengers and crew required to be confined on vessels at the direction of federal agencies shall be at the vessels expense. The terminal does not provide terminal facilities for such purposes. Supplemental security personnel employed for such confinements are not permitted to be armed unless law enforcement personnel are used.

9.14 PUBLIC TOURS OF VESSELS- Public tours of vessels are not permitted unless by previous arrangement and permission of the Terminal Manager and in conformance with federal security requirements.

9.15 PARKING, SPEED LIMITS, SEAT BELTS- Parking is only permitted in designated areas as established by the Terminal Manager. Vehicles not parked in designated areas are subject to towing at the owners expense. The maximum speed for all vehicles on the terminal is 15 miles per hour. All vehicle operators and passengers are required to use seatbelts when on the terminal property.

9.16 LAYBERTHING- Vessel owner when layberthing vessels in inactive status shall inspect vessels regularly as specified by the Terminal Operator and such inspections and condition of vessel reported to the Terminal Manager. The Terminal Manager or his/her designee shall have the right to enter a vessel to inspect its condition at any time. Vessels must be properly moored at all times at the direction of the Terminal Manager. All vessels must be maintained in a safe and secure condition. Vessels not in compliance will be subject to direction by the Terminal Manager to be removed from the terminal or removed at the owner's expense.

END OF TERMINAL RULES AND REGULATIONS

CITY OF VALDEZ, ALASKA

RESOLUTION #18-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, ADOPTING TERMINAL TARIFF NO. 100-18 AND TERMINAL RULES & REGULATIONS FOR THE PORT OF VALDEZ AND REPEALING RESOLUTION NO. 15-54 FORMERLY ADOPTING TERMINAL TARIFF NO. 100-16.

WHEREAS, the rules, regulations, and charges for the movement of cargo through the Port of Valdez are establish through the Port Tariff; and

WHEREAS, periodically the rules, regulations, and charges need to be adjusted to ensure effective management of the facilities; and

WHEREAS, the Port of Valdez has revised the tariff and established terminal rules and regulations under professional and legal consult;

WHEREAS, the Ports and Harbor Commission has reviewed tariff and terminal rules and regulations and recommends changes at this time; and

WHEREAS, Tariff No. 100-18 shall replace Tariff No. 100-16.

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

Section 1. The attached Port of Valdez Terminal Tariff No. 100-18 shall govern the movement of cargo through the Port of Valdez

Section 2. The attached Terminal Rules & Regulations shall enhance the safety and security of the Port of Valdez

Section 3. Resolution No. 15-54 is hereby repealed.

Section 4. The effective date of Port of Valdez Terminal Tariff No. 100-18 shall be February 1, 2018.

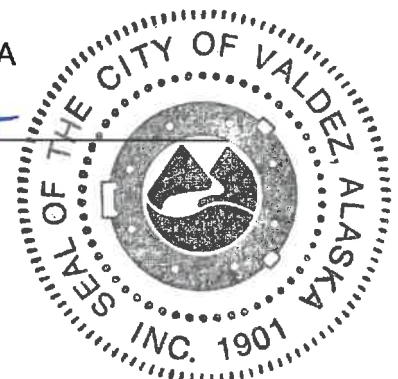
PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 16th day of January, 2018.

CITY OF VALDEZ, ALASKA


Ruth E. Knight, Mayor

ATTEST:


Sheri L. Pierce, MMC, City Clerk





Legislation Text

File #: RES 18-0047, **Version:** 1

ITEM TITLE:

Resolution Amending the 2018 City Budget by Closing the Concluded Emergency Watershed Protection Program Grant, Eliminating the Unused Grant Award in the Amount of \$320,540.25,, and Repurposing Unused Matching Fund Appropriations of \$192,580.75 to Capital Projects Fund.

SUBMITTED BY: Brian Carlson, Finance Director

FISCAL NOTES:

Expenditure Required: \$192,580.75

Unencumbered Balance: \$192,580.75

Funding Source: 310-8065-58000, Watershed Match

RECOMMENDATION:

Approve budget resolution as presented

SUMMARY STATEMENT:

- City Council approved this grant award in 2017 via Resolution 17-0016
- The original budget was:
 - \$1.34MM Grant Award (75%)
 - \$437K City Match (25%)
 - \$89,040 of additional non-reimbursable costs
 - Preliminary closeout figures reflect that all project costs were ultimately reimbursable
- This resolution proposes the following accounting and budgeting entries:
 - Release of the unused grant award of \$320,540.25, and closure of that account
 - Repurposing of unused City match appropriation of \$192,580.75, and closing of that account
 - Moving the \$192K to unspecified capital projects contingency in advance of Council projects prioritization in February/March of 2019
- Staff will be present to field question about project scope and deliverables
- Attachments: *Resolution Watershed Grant Close*

CITY OF VALDEZ, ALASKA

RESOLUTION NO. 18-47

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, AMENDING THE 2018 CITY BUDGET BY CLOSING THE CONCLUDED EMERGENCY WATERSHED PROTECTION PROGRAM GRANT, ELIMINATING THE UNUSED GRANT-AWARD IN THE AMOUNT OF \$320,540.25, AND REPURPOSING UNUSED MATCHING FUND APPROPRIATIONS OF \$192,580.75 TO CAPITAL PROJECTS FUND

WHEREAS, work related to the Watershed Protection Program grant is concluded;
and

WHEREAS, the unused grant-award encumbrance must be closed via authorized bookkeeping entry; and

WHEREAS, the appropriated funds representing the City match are not fully exhausted; and

WHEREAS, staff proposes to repurpose these unused City-match funds; and

WHEREAS, inter-departmental budget revisions require approval via Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, that the 2018 City Budget is revised as follows:

Section 1: Account 310-8060-49542, Emergency Watershed Protection Grant, is reduced by \$320,540.25.

Section 2: Account 310-8065-58000, Watershed Match, is reduced by \$192,580.75.

Section 3: Account 310-0200-58200, Capital Project Contingency, is increased by \$192,580.75.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 18th day of December, 2018.

City of Valdez, Alaska

Jeremy O'Neil, Mayor

ATTEST:

Sheri L. Pierce, MMC, City Clerk



Legislation Text

File #: RES 18-0048, **Version:** 1

ITEM TITLE:

#18-48 - Amending the 2018 Budget by Accepting the U.S. Department Of Homeland Security Port Security Grant Program Award in the Amount of \$326,250 and Authorizing the Expenditure for the Replacement and Installation of Security Cameras at Port Facilities

SUBMITTED BY: Jeremy Talbott, Ports & Harbor Director

FISCAL NOTES:

Expenditure Required: \$435,000 Total (\$326,250 award + \$108,750 match)

Unencumbered Balance: N/A

Funding Source: 350-3340-33411 - Port Security Grant Program (Revenue) 350-0310-
55000.1818 - Port Security Grant Program (Project Expenditures)

RECOMMENDATION:

Approve Resolution #18-48 amending the 2018 Budget by accepting the U.S. Department of Homeland Security Port Security Grant Program award in the amount of \$326,250 and authorizing the expenditure for the replacement and installation of security cameras at Port facilities.

SUMMARY STATEMENT:

The Port of Valdez applied for and received a U.S. Department of Homeland Security Port Security Grant Program award in the amount of \$326,250. The funds will be used to replace and install security cameras at Port facilities.

Attachments

- 1) Drafted Resolution
- 2) U.S. Dept. of Homeland Security P.S.G.P. Award Package

CITY OF VALDEZ, ALASKA

RESOLUTION #18-48

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, AMENDING THE 2018 BUDGET BY ACCEPTING THE U.S. DEPARTMENT OF HOMELAND SECURITY PORT SECURITY GRANT PROGRAM AWARD IN THE AMOUNT OF \$326,250 AND AUTHORIZING THE EXPENDITURE FOR THE REPLACEMENT AND INSTALLATION OF SECURITY CAMERAS AT PORT FACILITIES

WHEREAS, the City of Valdez requested federal assistance to replace and improve security infrastructure under the U.S. Department of Homeland Security Port Security Grant Program; and

WHEREAS, the City applied for, and was successful in being awarded grant funding in the amount of \$326,250; and

WHEREAS, the 2018 Budget must be amended to accept these funds and authorize its expenditure for the Port Security Camera Project; and

WHEREAS, the City of Valdez has allocated required matching grant funds in the amount of \$108,750 for the Port Security Camera Project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, that the 2018 City Budget is revised to accept additional revenue in the account 350-3340-33411 for the U.S. Department of Homeland Security Port Security Grant in the amount of \$326,250 and authorize grant expenditure in the account 350-0310-55000.1818 in the amount of \$326,250.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 18th day of December, 2018.

CITY OF VALDEZ, ALASKA

Jeremy O'Neil, Mayor

ATTEST:

Sheri L. Pierce, MMC, City Clerk



U.S. Department of Homeland Security
Washington, D.C. 20472

Martha Barberio
City of Valdez
212 Chenega Avenue
Valdez, AK 99686 - 0307

Re: Grant No.EMW-2018-PU-00268

Dear Martha Barberio:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2018 Port Security Grant Program has been approved in the amount of \$326,250.00. As a condition of this award, you are required to contribute a cost match in the amount of \$108,750.00 of non-Federal funds, or 25 percent of the total approved project costs of \$435,000.00.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2018 Port Security Grant Program Notice of Funding Opportunity.

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please log in to the ND Grants system at <https://portal.fema.gov>.

Step 2: After logging in, you will see the Home page with a Pending Tasks menu. Click on the Pending Tasks menu, select the Application sub-menu, and then click the link for "Award Offer Review" tasks. This link will navigate you to Award Packages that are pending review.

Step 3: Click the Review Award Package icon (wrench) to review the Award Package and accept or decline the award. Please save or print the Award Package for your records.

System for Award Management (SAM): Grant recipients are to keep all of their information up to date in SAM, in particular, your organization's name, address, DUNS number, EIN and banking information. Please ensure that the DUNS number used in SAM is the same one used to apply for all FEMA awards. Future payments will be contingent on the information provided in the SAM; therefore, it is imperative that the information is correct. The System for Award Management is located at <http://www.sam.gov>.

If you have any questions or have updated your information in SAM, please let your Grants Management Specialist (GMS) know as soon as possible. This will help use to make the necessary updates and avoid any interruptions in the payment process.

A handwritten signature in black ink, reading "Thomas Dinanno". The signature is written in a cursive, flowing style with a large initial 'T'.

THOMAS GEORGE DINANNO GPD Assistant Administrator



U.S. Department of Homeland Security
Washington, D.C. 20472

AGREEMENT ARTICLES
Port Security Grant Program

GRANTEE: City of Valdez
PROGRAM: Port Security Grant Program
AGREEMENT NUMBER: EMW-2018-PU-00268-S01

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Article XL	Duplication of Benefits
Article XLI	Drug-Free Workplace Regulations
Article XLII	Civil Rights Act of 1968
Article XLIII	Prior Approval for Modification of Approved Budget

Article I - Summary Description of Project

Project 1: Port Facilities Security Camera Installation is fully funded for \$326,250.

Article II - EHP

A programmatic hold is placed on EMW-2018-PU-00268 and the amount of \$326,250 is on hold in FEMA's financial systems. The recipient is prohibited from obligating, expending, or drawing down PSGP funds in support of EMW-2018-PU-00268: City of Valdez- \$326,250; i.e. Investment 1: Port Facilities Security Camera Installation for \$326,250., with a limited exception for any approved costs associated with the preparation, conduct, and completion of required environmental planning and historic preservation (EHP) reviews, as discussed in FEMA Information Bulletin No. 404. To release this hold, the recipient is required to obtain the required DHS/FEMA EHP compliance approval for this project pursuant to the FY 2018 PSGP Notice of Funding Opportunity. Please contact your DHS/FEMA GPD Headquarters Program Analyst to receive specific guidance regarding EHP compliance.

Article III - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

Article IV - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@dhs.gov if you have any questions.

Article V - Procurement of Recovered Materials

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

Article VI - Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C Section 2409, 41 U.S.C. 4712, and 10 U.S.C. Section 2324, 41 U.S.C. Sections 4304 and 4310.

Article VII - Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article VIII - USA Patriot Act of 2001

Recipients must comply with requirements of the [Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act \(USA PATRIOT Act\)](#), which amends 18 U.S.C. Sections 175-175c.

Article IX - Universal Identifier and System of Award Management (SAM)

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at [2 C.F.R. Part 25, Appendix A](#).

Article X - Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, the recipient must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at [2 C.F.R. Part 200, Appendix XII](#), the full text of which is incorporated here by reference in the award terms and conditions.

Article XI - Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, (29 U.S.C. Section 794), as amended, which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article XII - Trafficking Victims Protection Act of 2000

Recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the *Trafficking Victims Protection Act of 2000*, (TVPA) as amended by 22 U.S.C. Section 7104. The award term is located at [2 C.F.R. Section 175.15](#), the full text of which is incorporated here by reference.

Article XIII - Terrorist Financing

Recipients must comply with [E.O. 13224](#) and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article XIV - SAFECOM

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

Article XV - Reporting Subawards and Executive Compensation

Recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at [2 C.F.R. Part 170, Appendix A](#), the full text of which is incorporated here by reference in the award terms and conditions.

Article XVI - Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) [12549](#) and [12689](#), and [2 C.F.R. Part 180](#). These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XVII - Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. Sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XVIII - Civil Rights Act of 1964 - Title VI

Recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (42 U.S.C. Section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 [C.F.R. Part 21](#) and [44 C.F.R. Part 7](#).

Article XIX - Best Practices for Collection and Use of Personally Identifiable Information (PII)

Recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: [Privacy Guidance](#) and [Privacy template](#) as useful resources respectively.

Article XX - Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. (42 U.S.C. Sections 12101- 12213).

Article XXI - Age Discrimination Act of 1975

Recipients must comply with the requirements of the *Age Discrimination Act of 1975* (Title 42 U.S. Code, Section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article XXII - Activities Conducted Abroad

Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article XXIII - Acknowledgment of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article XXIV - DHS Specific Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, recipients have been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency (LEP)), sex, age, disability, religion, or familial status, recipients must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS FAO and the

[DHS Office of Civil Rights and Civil Liberties](#) (CRCL) by e-mail at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.

6. In the event courts or administrative agencies make a finding of discrimination on grounds of race, color, national origin (including LEP), sex, age, disability, religion, or familial status against the recipient, or recipients settle a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS FAO and the CRCL office by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

Article XXV - Assurances, Administrative Requirements, Cost Principles, and Audit Requirements

DHS financial assistance recipients must complete either the OMB Standard Form) [Standard Form 424B Assurances - Non-Construction Programs](#), or [OMB Standard Form 424D Assurances - Construction Programs](#) as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at [Title 2, Code of Federal Regulations, Part 200](#), and adopted by DHS at [2 C.F.R. Part 3002](#).

Article XXVI - Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the [Bayh-Dole Act, Pub. L. No. 96-517](#), as amended, and codified in 35 U.S.C. Section 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at [37 C.F.R. Part 401](#) and the standard patent rights clause located at 37 C.F.R. Section 401.14.

Article XXVII - Notice of Funding Opportunity Requirements

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. Recipients must comply with any such requirements set forth in the program NOFO.

Article XXVIII - Non-supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXIX - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in [6 C.F.R. Part 19](#) and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XXX - National Environmental Policy Act

Recipients must comply with the requirements of the [National Environmental Policy Act](#) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXXI - Lobbying Prohibitions

Recipients must comply with 31 U.S.C. Section 1352, which provides that none of the funds provided under an federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of

Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XXXII - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with the *Title VI of the Civil Rights Act of 1964* (42 U.S.C. Section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article XXXIII - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, (15 U.S.C. Section 2225a), recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, as amended, (15 U.S.C. Section 2225).

Article XXXIV - Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. Section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* (49 U.S.C. Section 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981 [amendment](#) to Comptroller General Decision B-138942.

Article XXXV - Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in [E.O. 13513](#), including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

Article XXXVI - Federal Debt Status

Recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See [OMB Circular A-129](#).)

Article XXXVII - False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of The False Claims Act (31 U.S.C. Section 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. Section 3801-3812 which details the administrative remedies for false claims and statements made.)

Article XXXVIII - Energy Policy and Conservation Act

Recipients must comply with the requirements of The Energy Policy and Conservation Act (42 U.S.C. Section 6201) which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XXXIX - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. Section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at [6 C.F.R. Part 17](#) and [44 C.F.R. Part 19](#)

Article XL - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in [2 C.F.R. Part 200, Subpart E](#) may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by

federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article XLI - Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of [2 CFR part 3001](#), which adopts the Government-wide implementation ([2 CFR part 182](#)) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 8101).

Article XLII - Civil Rights Act of 1968

Recipients must comply with [Title VIII of the Civil Rights Act of 1968](#), which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (See 42 U.S.C. Section 3601 et seq.), as implemented by the Department of Housing and Urban Development at [24 C.F.R. Part 100](#). The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See [24 C.F.R. Section 100.201](#).)

Article XLIII - Prior Approval for Modification of Approved Budget

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. Section 200.308. For awards with an approved budget greater than the simplified acquisition threshold as defined at 2 C.F.R Section 200.88 (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

BUDGET COST CATEGORIES

Personnel	\$16,000.00
Fringe Benefits	\$0.00
Travel	\$0.00
Equipment	\$40,000.00
Supplies	\$0.00
Contractual	\$379,000.00
Construction	\$0.00
Indirect Charges	\$0.00
Other	\$0.00

Obligating Document for Award/Amendment						
1a. AGREEMENT NO. EMW-2018-PU-00268-S01	2. AMENDMENT NO. ***	3. RECIPIENT NO. V00135016	4. TYPE OF ACTION AWARD	5. CONTROL NO. WX03517N2018T		
6. RECIPIENT NAME AND ADDRESS City of Valdez 212 Chenega Avenue Valdez, AK, 99686 - 0307	7. ISSUING FEMA OFFICE AND ADDRESS FEMA-GPD 400 C Street, SW, 3rd floor Washington, DC 20472-3645 POC: 866-927-5646		8. PAYMENT OFFICE AND ADDRESS FEMA Finance Center 430 Market Street Winchester, VA 22603			
9. NAME OF RECIPIENT PROJECT OFFICER Jenessa Ables	PHONE NO. 9078354564	10. NAME OF FEMA PROJECT COORDINATOR Central Scheduling and Information Desk Phone: 800-368-6498 Email: Askcsid@dhs.gov				
11. EFFECTIVE DATE OF THIS ACTION 09/01/2018	12. METHOD OF PAYMENT PARS	13. ASSISTANCE ARRANGEMENT Cost Reimbursement		14. PERFORMANCE PERIOD <div style="display: flex; justify-content: space-between;"> From: 09/01/2018 To: 08/31/2021 </div> <div style="display: flex; justify-content: space-between;"> Budget Period 09/01/2018 08/31/2021 </div>		
1 5. DESCRIPTION OF ACTION a. (Indicate funding data for awards or financial changes)						
PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT
Port Security Grant Program	97.056	2018-FA-GC01-P410- -4101-D	\$0.00	\$326,250.00	\$326,250.00	See Totals
			\$0.00	\$326,250.00	\$326,250.00	\$108,750.00
b. To describe changes other than funding data or financial changes, attach schedule and check here. N/A						
16 a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) Port Security Grant Program recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records. 16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.						
17. RECIPIENT SIGNATORY OFFICIAL (Name and Title) Jenessa Ables,					DATE Mon Sep 17 18:16:50 GMT 2018	
18. FEMA SIGNATORY OFFICIAL (Name and Title)  SHENAUZ SUBRINA WONG , Assistance Officer					DATE Mon Sep 10 17:28:41 GMT 2018	



Legislation Text

File #: 18-0452, **Version:** 1

ITEM TITLE:

Financial Statements - Third Quarter 2018

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:

Unaudited third-quarter internal financial statements



FINANCIAL SUMMARY AS OF 09/30/2018

Prepared By: Brian Carlson, Finance Director

Contact: bcarlson@ci.valdez.ak.us

(907) 834-3461

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	ADOPTED BUDGET	REVISED BUDGET	BUDGET CHANGE	YTD ACTUAL	YTD TO BUDGET	NOTES
GENERAL FUND SUMMARY						
BEGINNING FUND BALANCE	65,158,186	65,158,186	-	65,158,186		
REVENUE	45,567,887	46,813,287	1,245,400	47,155,161	100.7%	1
EXPENSE	37,389,821	37,911,116	521,295	24,034,955	63.4%	
NET REVENUE (EXPENSE)	8,178,066	8,902,171	724,105	23,120,206		
TRANSFERS IN	2,800,000	3,330,200	530,200	3,533,648	106.1%	2
TRANSFERS OUT	11,679,015	23,382,074	11,703,059	23,382,074	100.0%	
NET TRANSFERS IN (OUT)	(8,879,015)	(20,051,874)	(11,172,859)	(19,848,426)		
ENDING FUND BALANCE	<u>64,457,237</u>	<u>54,008,484</u>	<u>(10,448,754)</u>	<u>68,429,966</u>		
GENERAL FUND DETAIL						
REVENUE						
TAXES	43,425,100	43,425,100	-	44,125,117	101.6%	3
STATE SHARED	195,000	1,432,555	1,237,555	1,619,174	113.0%	4
PILT	704,397	704,397	-	769,055	109.2%	
INTEREST	240,441	240,441	-	(240,413)	-100.0%	5
SERV CHARGES & SALES	410,000	410,000	-	351,497	85.7%	
FED & STATE GRANTS	377,449	384,199	6,750	322,075	83.8%	
UTILITIES	138,800	138,800	-	126,017	90.8%	
LICENSES & PERMITS	13,500	13,500	-	19,330	143.2%	6
MISC	8,800	9,895	1,095	19,116	193.2%	7
RECREATION	34,500	34,500	-	31,953	92.6%	8
FINES & FORFEITURES	19,900	19,900	-	12,240	61.5%	
TOTAL REVENUE	45,567,887	46,813,287	1,245,400	47,155,161	100.7%	
TRANSFERS IN	<u>2,800,000</u>	<u>3,330,200</u>	<u>530,200</u>	<u>3,533,648</u>	106.1%	
TOTAL REVENUES & TRANSFERS IN	<u>48,367,887</u>	<u>50,143,487</u>	<u>1,775,600</u>	<u>50,688,808</u>	101.1%	

	ADOPTED <u>BUDGET</u>	REVISED <u>BUDGET</u>	BUDGET <u>CHANGE</u>	YTD <u>ACTUAL</u>	YTD TO <u>BUDGET</u>	NOTES
GENERAL FUND DETAIL, CONT'D						
DEPT EXPENSE						
ADMINISTRATION	827,258	827,258	-	461,192	55.7%	
ANIMAL CONTROL	448,249	448,249	-	288,665	64.4%	
BUILDING MAINT	1,944,738	1,944,738	-	1,206,693	62.0%	
CITY CLERK	649,199	649,199	-	429,552	66.2%	
CITY COUNCIL	350,000	350,000	-	185,589	53.0%	
CIVIC CENTER	820,753	820,753	-	474,614	57.8%	
COMMUNITY DEVEL	1,071,114	1,071,114	-	603,969	56.4%	
ECON DEVEL	653,297	643,297	(10,000)	398,475	61.9%	
ENGINEERING	805,290	805,290	-	433,494	53.8%	
FINANCE	1,071,681	1,071,681	-	654,275	61.1%	
FIRE	1,981,807	1,981,807	-	1,423,312	71.8%	
HOSPITAL	130,000	130,000	-	130,000	100.0%	9
INFORMATION TECH	1,102,412	1,407,612	305,200	569,958	40.5%	
INSURANCE	298,066	298,066	-	474,338	159.1%	10
LAW	1,500,000	1,500,000	-	904,840	60.3%	
LAW ENFORCEMENT	2,129,345	2,129,345	-	1,409,622	66.2%	
LIBRARY	628,038	629,133	1,095	354,696	56.4%	
PARKS & REC	1,088,081	1,088,081	-	675,074	62.0%	
PARKS MAINT	671,141	671,141	-	429,680	64.0%	
PUB SAFETY SUPPORT	1,428,339	1,428,339	-	890,085	62.3%	
SOLID WASTE	1,800,180	1,800,180	-	950,353	52.8%	
STREET/SHOP	2,454,999	2,454,999	-	1,389,100	56.6%	
TOTAL DEPT EXPENSES	23,853,988	24,150,283	296,295	14,737,576	61.0%	
SUPPORT EXPENSES						
EDUCATION	10,444,634	10,444,634	-	7,677,180	73.5%	
COMMUNITY SVC ORGS	3,091,199	3,316,199	225,000	1,620,199	48.9%	11
TOTAL SUPPORT EXPENSES	13,535,833	13,760,833	225,000	9,297,379	67.6%	
TRANSFERS OUT	11,679,015	23,382,074	11,703,059	23,382,074	100.0%	
TOTAL DEPT EXPENSE, SUPPORT & TRANSFER	<u>49,068,836</u>	<u>61,293,189</u>	<u>12,224,354</u>	<u>47,417,028</u>	77.4%	

	ADOPTED <u>BUDGET</u>	REVISED <u>BUDGET</u>	BUDGET <u>CHANGE</u>	YTD <u>ACTUAL</u>	YTD TO <u>BUDGET</u>	<u>NOTES</u>
SPECIAL REVENUE FUNDS						
AIRPORT FUND						
BEGINNING FUND BALANCE	818,582	818,582	-	818,582		
REVENUE	124,470	124,470	-	93,180	74.9%	
EXPENSE	375,894	375,894	-	208,109	55.4%	
NET REVENUE (EXPENSE)	(251,424)	(251,424)	-	(114,928)		
NET TRANSFER IN (OUT)	249,153	249,153	-	249,153		
ENDING FUND BALANCE	<u>816,311</u>	<u>816,311</u>	<u>-</u>	<u>952,807</u>		
HARBOR FUND						
BEGINNING FUND BALANCE	2,022,405	2,022,405	-	2,022,405		
REVENUE	1,807,743	1,807,743	-	1,192,845	66.0%	12
EXPENSE	1,360,092	1,360,092	-	816,281	60.0%	13
NET REVENUE (EXPENSE)	447,651	447,651	-	376,564		
NET TRANSFER IN (OUT)	(500,000)	(500,000)	-	(500,000)		
ENDING FUND BALANCE	<u>1,970,056</u>	<u>1,970,056</u>	<u>-</u>	<u>1,898,969</u>		
PORT FUND						
BEGINNING FUND BALANCE	1,370,361	1,370,361	-	1,370,361		
REVENUE	817,307	817,307	-	307,898	37.7%	14
EXPENSE	880,344	880,344	-	598,626	68.0%	
NET REVENUE (EXPENSE)	(63,037)	(63,037)	-	(290,728)		
NET TRANSFER IN (OUT)	180,033	180,033	-	180,033		
ENDING FUND BALANCE	<u>1,487,357</u>	<u>1,487,357</u>	<u>-</u>	<u>1,259,666</u>		

	ADOPTED BUDGET	REVISED BUDGET	BUDGET CHANGE	YTD ACTUAL	YTD TO BUDGET	NOTES
SPECIAL REVENUE FUNDS, CONT'D						
UTILITY FUND						
BEGINNING FUND BALANCE	1,898,297	1,898,297	-	1,898,297		
REVENUE	541,375	541,375	-	504,819	93.2%	15
EXPENSE	1,306,342	1,306,342	-	851,823	65.2%	
NET REVENUE (EXPENSE)	(764,967)	(764,967)	-	(347,004)		
NET TRANSFER IN (OUT)	757,030	757,030	-	757,030		
ENDING FUND BALANCE	<u>1,890,360</u>	<u>1,890,360</u>	<u>-</u>	<u>2,308,323</u>		
GILSON MEDICAL CLINIC						
BEGINNING FUND BALANCE	414,722	414,722	-	414,722		
REVENUE	142,524	142,524	-	108,428	76.1%	
EXPENSE	108,642	108,642	-	52,887	48.7%	16
NET REVENUE (EXPENSE)	33,882	33,882	-	55,542		
NET TRANSFER IN (OUT)	-	-	-	-		
ENDING FUND BALANCE	<u>448,604</u>	<u>448,604</u>	<u>-</u>	<u>470,264</u>		
VALDEZ HOUSING IMPROVEMENT AUTHORITY						
BEGINNING FUND BALANCE	2,649,836	2,649,836	-	2,649,836		
REVENUE	-	-	-	463	-	
EXPENSE	-	-	-	-	-	
NET REVENUE (EXPENSE)	-	-	-	463		
NET TRANSFER IN (OUT)	-	-	-	-		
ENDING FUND BALANCE	<u>2,649,836</u>	<u>2,649,836</u>	<u>-</u>	<u>2,650,299</u>		
OTHER GOVERNMENTAL FUNDS						
DEBT SERVICE FUND						
BEGINNING FUND BALANCE	7,166,050	7,166,050	-	7,166,050		
REVENUE	1,467,126	1,467,126	-	535,747	36.5%	17
EXPENSE	1,791,651	1,791,651	-	1,423,201	79.4%	
NET REVENUE (EXPENSE)	(324,525)	(324,525)	-	(887,454)		
NET TRANSFER IN (OUT)	-	-	-	-		
ENDING FUND BALANCE	<u>6,841,525</u>	<u>6,841,525</u>	<u>-</u>	<u>6,278,596</u>		

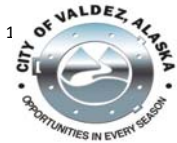
Notes to Financial Summary

- ¹ Property Taxes billed as of end of the prior quarter.
- ² Actual transfer from Perm Fund higher than budgeted, due to higher than anticipated returns in investment accounts.
- ³ Property Taxes billed as of end of the prior quarter.
- ⁴ Received unanticipated State Share Revenue of \$174K.
- ⁵ Reflects unrealized losses resulting from rising interest rates. City will typically hold investments to maturity, therefore losses will never be realized.
- ⁶ Additional liquor licenses.
- ⁷ Unbudgeted donation received for Military Appreciation.
- ⁸ Increased revenue due to new programs offered
- ⁹ City has remitted full payment to PVMC for the Counseling Center.
- ¹⁰ YTD figure includes costs that will be allocated to various other departments, and pre-paid 2019 coverage, as the annual coverage period begins on July 1.
- ¹¹ Final payments will be paid in December.
- ¹² Monthly billing schedule was interrupted due to Ransomware Event. Q4 figures will reflect full billing.
- ¹³ Figure reflects unfilled temporary positions
- ¹⁴ Monthly billing schedule was interrupted due to Ransomware Event. Q4 figures will reflect full billing.
- ¹⁵ Utility services are billed quarterly in advance.
- ¹⁶ Figure reflects utility expenses through 6/30. PVMC bills the city for these costs.
- ¹⁷ Debt Service reimbursement requested but not paid yet



CAPITAL PROJECTS SUMMARY AS OF 09/30/2018

GL Account	Project Description	Revenues To Date	Prior Years Expenditures	2018 Available Budget	YTD Encumbrances	YTD Expenditures	9/30/2018 Account Balance
310020058200	Project Contingency	2,098,444	-	987,000	-	-	987,000
310052058000	Air National Guard Memorial	35,000	-	35,000	-	25,888	9,112
310104258010	Homestead Special Assessment	310,000	117,183	192,817	-	-	192,817
310112058000	Wellhouse 2 & 3 Backup Gen	350,000	15,458	334,542	5,348	163,838	165,357
310113058000	Roof Replacements	1,463,120	1,495,031	2,328,089	580,372	1,267,632	480,085
310114058000	East Pioneer Reconstruction	1,740,113	1,487,977	42,212	42,212	-	-
310115058000	Egan Drive Beautification	3,534,696	3,394,358	9,018	9,018	-	-
310163255000	Fire Station -Assesment	50,000	6,497	43,503	26	4,500	38,977
310163355000	City Wide Storage Facility -	25,000.00	-	25,000	-	-	25,000
310163458000	New Fire Station	2,000,000	-	2,000,000	19,200	72,577	1,908,223
310216058000	Alpine Woods Sewer Project	2,894,556	612,495	334,743	227,328	1,793	105,622
310251558000	STP Outfall Design	194,076	115,944	2,083	2,083	-	-
310253258000	STP Generator Project	50,000	14,416	135,584	8,489	96,998	30,098
310253458000	Water/Sewer Master Plan	139,647	-	33,046	33,046	-	-
310253658000	Sewer Force Main Assesment	200,000	-	2,000,000	-	-	2,000,000
310253755000	North Tank Mineral Creek	750,000	713,793	10,506	10,506	-	-
310253858000	WASE WATE New Well #5	1,513,007	-	1,513,007	-	-	1,513,007
310405058000	City Buildings - Mobile Genera	462,600	45,772	416,828	26,068	18,185	372,575
310453058000	MKG Medical Clinic Pipes	350,000	7,331	342,669	7,585	4,125	330,959
310471658000	Airport Plumbing & Restroom	400,000	290,874	459,126	9,344	168,732	281,050
310552058000	Meyring Park (North) Upgrades	684,951	668,892	36,059	-	-	36,059
310606858000	HARB SBH LED Light Upgr	345,000	-	345,000	3,864	8,213	332,923
310644158000	HARB SBH H-K Repl	300,000	-	300,000	-	-	300,000
310644258000	SBH Dredging	542,000	104,687	745,313	18,330	504,223	222,759
310645058000	New Harbor Planning (COV \$\$)	33,989,076	7,263,789	25,790,944	8,143,290	13,266,508	4,381,146
310645058010	New Harbor GO 2015	20,000,000	19,577,297	422,703	80,180	24,263	318,260
310680058000	PORT CONT LED Light Upgr	125,000	-	455,000	15,847	15,333	423,820
310680458000	VCT Water Main	1,000,000	-	-	-	-	-
310806058000	Flood Mitigation Project	492,444	582,830	376,494	1,631	-	374,863
310806058001	Flood Mitigation (COV Contribution)	142,453	105,254	37,199	-	-	37,199
310806049542	Valdez Emergency Watershed Protection Gra	1,340,250	1,324,397	368,686	-	48,146	320,540
310806158000	Mineral Creek Kicker Dike Desi	37,010	29,093	7,917	8,766	5,065	(5,915)
310806258000	Glacier Stream Downstream Desi	26,943	26,870	73	-	-	73
310806358000	Glacier Stream Upstream Design	43,970	19,680	24,290	9,448	14,842	-
310806458000	South Lowe River Kicker Dike	934,500	906,912	32,588	-	-	32,588
310806558000	Watershed Match	535,790	323,855	211,935	67,445	19,355	125,136
310816558000	Whalen Ave Improvements	350,000	52,590	2,097,410	1,769	-	2,095,641
310817058000	Sawmill Road Extension to Atigun	300,000	25,018	300,000	-	-	300,000
310817558000	Aleutian Village Improvements	2,600,000	-	2,600,000	-	-	2,600,000
310819058000	Airport Industrial Subd Water/Sewer	1,500,000	-	150,000	-	-	150,000
310916449565	Senior Center Facility Upgrade	150,000	138,750	11,250	-	11,250	-
310916449566	Senior Center Canopies Grant	150,000	6,000	144,000	65,500	6,100	72,400
310931058000	MKG Medical Clinic Backup Gene	75,000	-	75,000	-	-	75,000
310950258000	VHS HVAC Replacement	4,344,495	4,314,792	-	-	-	-
310950458000	VHS Library Windows & Carpet	600,000	-	100,000	-	-	100,000



CAPITAL PROJECTS SUMMARY AS OF 09/30/2018

<u>GL Account</u>	<u>Project Description</u>	<u>Revenues To Date</u>	<u>Prior Years Expenditures</u>	<u>2018 Available Budget</u>	<u>YTD Encumbrances</u>	<u>YTD Expenditures</u>	<u>9/30/2018 Account Balance</u>
310950658000	VHS Gym Floor Replacement	750,000	462,555	2,608	2,608	-	-
310950758000	New VMS (Bond Proceeds)	40,361,693	39,003,044	1,353,185	-	-	1,353,185
310950958000	HHES Exterior Upgrade	2,000,000	5,605	1,994,395	201,384	1,580,685	212,326
310951258000	New City Maintenance Building	5,420,002	5,416,769	-	-	-	-
310951458000	High School ADA	100,000	103,876	1,451,993	94,280	842,486	515,228
312640049560	Kelsey Dock 15RR008	1,667,094	102,450	1,564,644	1,373,260	191,384	-
312640049550	Kelsey Dock GRANT	800,000	85,590	714,410	714,410	-	-
312640058000	City's Contribution	2,037,367	-	1,230,106	512,377	389,415	328,314
312640058200	Kelsey Dock Phase II	1,200,000	-	350,000	8,633	7,167	334,200
Grand Total Capital Facilities Fund		143,505,295	88,967,721	54,537,976	12,303,647	18,758,699	23,475,630
Grant Funded Projects CY Funds					2,153,170	256,879	392,940
Total Capital Facilities Fund COV Funds					10,150,477	18,501,820	23,082,689



Major Maintenance Reserve as of 09/30/2018

9/30/2018

Project		Budget	Amendment	Amended Budget	Prior Years Actual	Current Year Encumbrance	Current Year Actual	Balance
Airport - replace water lines (design only)	1108	50,000	(9,724)	40,276	40,234	41	-	-
Civic Center Weatherization Study/Design	1210	30,000	148	30,148	29,818	330	-	-
2013 School Projects	1312	105,009	(41,915)	63,094	36,626	25,301	38,805	(37,638)
Police Storage Facility	1314	-	230,324	230,324	324	-	-	230,000
Police Technology Upgrade Grant	1316	-	35,000	35,000	23,787	-	-	11,213
Zook Sewer Extension	1403	100,000	110,037	210,037	209,437	600	-	-
Museum Entry Door Replacement & ADA Upgrade (design)	1404	25,000	35,377	60,377	57,957	2,420	-	-
VHS Gym Acoustics	1411	-	185,302	185,306	183,757	1,545	-	-
High School Restroom ADA Upgrade	1416	-	500,000	500,000	49,109	6,760	-	444,131
Clark St Drainage & Street Repair	1417	-	433,935	433,935	433,935	-	-	-
Swimming Pool Cover & Boiler Upgrade	1419	-	4,450,000	4,450,000	89,511	65,848	67,966	4,226,675
Contingency Reserve	1500	119,565	50,627	170,191	-	-	-	170,191
HHES Underground Fuel Tanks Replacement	1601	-	600,000	600,000	530,886	20,693	34,925	13,496
Library - Carpet and Repaint walls	1604	-	400,000	400,000	32,068	22,314	307,967	37,650
Fire Station I - Berthing Quarters (design)	1605	-	50,000	50,000	-	-	-	50,000
Animal Shelter - Kennel Curbs & Drains Replacement	1606	-	175,000	175,000	11,003	79,748	46,211	38,038
Harbor - Walk/Concrete/Fence Replacement	1609	-	150,000	150,000	-	-	-	150,000
Hazmat Testing - various buildings	1611	-	250,000	250,000	-	4,910	-	245,090
Senior Center/City Hall - Elevator Controls	1612	-	270,000	270,000	605	27,875	169,100	72,420
City-wide Exit Signs	1616	-	167,319	164,509	35,985	-	-	128,525
VCT R.E. Staite Building Improvements	1628	-	80,000	80,000	3,925	-	-	76,075
New Playground	1629	65,000	-	65,000	64,959	-	-	41
City Hall Mall Asbestos Assessment	1632	-	150,000	150,000	22,893	10,110	-	116,997
Day Tank - Baler	1634	-	-	6,000	-	-	-	6,000
VCT Safety Ladder Replacement	1635	-	-	40,000	15	-	-	39,985
Staff Relocation - Airport	1636	-	-	96,273	95,869	-	-	404
SBH - underwater inspections repairs	1702	-	120,000	245,000	12,432	9,715	13,782	209,072
Senior Center Upgrades	1707	40,000	80,000	120,000	35,392	-	24,533	60,075
VCT Security Gate Replacement	1708	185,000	160,000	345,000	133,523	78,100	113,404	19,973
Kelsey Dock Security Cameras	1709	-	-	15,000	-	-	-	15,000
VCT Repairs	1712	-	769,395	769,395	34,953	51,873	43,634	638,936
STRE S Meals Curb, Gutter Sidewalk Repl	1713	-	208,500	208,500	6,150	2,350	-	200,000
STRE W Klutina Repave, Gutter and Sidewalk Repl	1714	-	2,118,458	2,118,458	-	399,427	1,541,414	177,617
PORT CONT Electrical Inspection, Maint, Repa	1715	-	4,500,000	4,500,000	3,390	1,484	80,031	4,415,095
BUIL Fuel tank Repl	1716	-	150,000	150,000	-	-	-	150,000
BUIL CIVI Exterior Staining	1717	-	150,000	150,000	-	-	-	150,000
BUIL CIVI Stage Repairs & Refinishing	1718	-	28,457	28,457	-	1,000	22,874	4,583
BUIL DDC Systems and HVAC upgr	1719	-	200,000	200,000	-	-	-	200,000
Airport HVAC Upgrades	1801	-	1,400,000	1,400,000	-	65,407	-	1,334,593
Building Maint OH Door Upgrades	1802	-	50,000	50,000	-	-	-	50,000
BUIL CIVI Emergency Lighting	1803	-	25,000	25,000	-	-	-	25,000
PARK Shelter Structural Repa	1804	-	50,000	50,000	-	-	-	50,000
POFI FIRE Station 4 Backup Pow	1805	-	25,000	25,000	-	-	-	25,000
SCHO HIGH Concrete Repl	1806	-	50,000	50,000	-	-	-	50,000
SCHO HERM Generator Repl	1807	-	75,000	75,000	-	-	-	75,000
SCHO HIGH Generator Repl	1808	-	75,000	75,000	-	-	-	75,000
SCHO HERM Water Repl	1809	-	125,000	125,000	-	-	-	125,000
SCHO HIGH Water Repl	1810	-	125,000	125,000	-	-	-	125,000
SCHO ADMIN Water Repl	1811	-	50,000	50,000	-	-	-	50,000
SCHO ADMIN Water Damage Abatement	1812	-	1,337,555	1,337,555	-	226,845	438,000	672,710
Grand Total Major Maintenance Reserve				21,142,837	2,178,541	1,104,696	2,942,646	14,916,949
Grant Funded Projects CY Funds						-	-	11,213
Total Major Maintenance Reserve COV Funds				18,964,295		1,104,696	2,942,646	14,905,736



Major Maintenance Reserve as of 09/30/2018

9/30/2018

<i>Project</i>		<i>Budget</i>	<i>Amendment</i>	<i>Amended Budget</i>	<i>Prior Years Actual</i>	<i>Current Year Encumbrance</i>	<i>Current Year Actual</i>	<i>Balance</i>
Hospital Projects								
Hospital - Electrical Line Conditioner	1503	-	200,000	200,000	3,720	-	-	196,280
Hospital - Water/Snow Drainage Study	1504	-	50,000	50,000	5,255	-	-	44,745
Hospital Humidity Control	1619	250,000	(250,000)	-	-	-	-	-
Hospital Long term Doors	1620	100,000	(100,000)	-	-	-	-	-
Hospital Security Enhancements	1621	100,000	-	100,000	-	-	-	100,000
Hospital Door Stops & Fire Door Closure	1622	75,000	-	75,000	-	-	-	75,000
Hospital New Power Supply	1623	-	50,000	50,000	7,109	-	-	42,892
Hospital Duct Above Server Room	1624	-	50,000	50,000	7,230	-	-	42,770
Hospital Panic Bar Upgrade	1625		60,000	60,000	-	-	-	60,000
Hospital Cuvert at Truck Delivery Drive	1626		100,000	100,000	-	-	-	100,000
Hospital- Infection Control Enhancements	1704		250,000	450,000	97,673	-	-	352,327
Hospital Emergency Lighting	1705		2,970	2,970	2,970	-	-	-
Hospital - Roof Maintenance	1706			100,000	-	-	-	100,000
Hospital Parking Lot Improvement	9195			73,858	52,671	-	-	21,187
Hospital Oxygen Generator Relocation	9196			897,233	98,097	178,750	520,460	99,926
Hospital Copper Pipe Replacement	9197		70,000	1,319,975	52,248	68,486	50,664	1,148,577
				3,529,036	326,972	247,235	571,124	2,383,704



RESERVE FUND SUMMARY AS OF 09/30/2018

Account Description	2018	YTD Encumbrances	YTD Expenditures	Account Balance
	Available Balance			
School Budgetary Stabilization	342,050	-	-	342,050
SHARP III	350,000	-	60,000.00	290,000
Council Contingency HOLDING	145,079	3,000	50,317.00	91,762
Sewer & Lift Station Repairs	499,437	-	-	499,437
Harbor Major Maint & Replacement	6,039,559	-	-	6,039,559
Projects Planning Reserve	-	-	-	-
Leave Liability Reserve	311,293	-	247,282.80	64,010
Budget Variance Reserve	300,000	-	-	300,000
Major Equipment Reserve	6,438,466	796,690	578,504.88	5,063,271
Energy Assistance Program	761,391	-	681,523.74	79,781
Special Events Reserve	2,618	-	(190.97)	2,809
Nuisance Abatement Program	569,644	25,500	47,255.86	496,888
Dike Repairs	656,359	284,721	19,534.82	352,103
Landfill Closure Reserve	2,659,466	-	-	2,659,466
ROW Road and Sidewalk Repair	265,304	-	1,760	263,543
Concrete/Asphalt Repairs for COV properties	50,000	-	-	50,000
Major Maintenance Reserve	18,964,291	1,106,011	2,941,331.37	14,916,949
LEPC Grant	7,867	-	7,866.66	-
LEPC Grant	-	-	-	-
Technology Reserve	1,217,153	152,734	312,044.77	752,375
IT Rebuild 2018	-	244,677	302,838.34	(547,515)
EMPG Grant	24,750	-	28,740.63	(3,991)
Incident Management Reserve	1,204,160	39,766	49,787	1,114,606
Flood Mitigation Maintenance Sub Total	4,056,436	85	-	4,056,351
Lowe River Dike Slope Impr Design	(633)	-	-	(633)
South Glacier Stream Gravel Extraction	-	-	-	-
Copper Ave Levee Erosion Protection & Gravel Extra	-	-	-	-
Lowe River Freeboard	-	-	-	-
FLOOD GLAC Dump Rd Ext to ADOT Dike	1,000,000	-	-	1,000,000
FLOOD GLAC Landfill Protection	250,000	-	-	250,000
FLOOD Mine Hmstd Tr & Kicker Dike Rd	1,000,000	-	-	1,000,000
Beautification Committee	207,266	-	1,541.92	205,724
Master Planning Sub Total	1,721,214	681,368	76,463	963,382
City Facilities & Storage Needs Study	100,000	-	-	100,000
Dry Stack Feasibility Study	50,000	-	-	50,000
Marine Industrial Feasibility Study	50,000	-	-	50,000
Port Tariff Study	20,000	-	-	20,000
Housing Needs Study	50,000	-	-	50,000



RESERVE FUND SUMMARY AS OF 09/30/2018

Account Description	2018 Available Balance	YTD Encumbrances	YTD Expenditures	Account Balance
Master Planning Comprehensive	778,226	633,240	69,685	75,301
Master Planning Building Fire Code Revision	32,717	-	-	32,717
Master Planning CEDS	36,628	-	-	36,628
Master Planning Flood Planning	106,887	12,911	-	93,975
Master Planning Water/Sewer Study	125,000	-	-	125,000
Master Planning Solid Waste	75,000	-	-	75,000
Master Planning Water/Sewer	50,000	-	-	50,000
Pavement Management Plan	100,000	26,153	-	73,847
City Onsite Sewer Regulations	25,000	-	-	25,000
Mineral Creek Existing Revetment Evaluation	6,580	4,019	240	2,321
Mineral Creek Gravel Extraction PLAN	14	14	-	-
Glacier Stream Gravel Extraction Plan	51	51	-	-
Mineral Creek Sediment Budget Analysis	8,992	4,806	593	3,594
Lowe River Gravel Extraction Imple Plan Review	1,019	-	1,019	-
Lowe River Buyout Option	5,094	168	4,927	-
COE Levee System Match	100,000	-	-	100,000
Lowe River Levee Evaluation	7	7	-	-
Qaniq Challenge	4,185	400	-	3,785
Running Series	2,106	-	-	2,106
Land Development Sub Total	2,181,009	50,690	8,380	2,121,940
Land Development Snow Lots	1,754,576	13,534	-	1,741,042
Land Development Misc	382,666	9,156	2,980	370,531
Surveying Municipal Land	43,767	28,000	5,400	10,367
Grand Total Reserve	47,174,031	3,385,557	5,414,982	38,373,406



Legislation Text

File #: 18-0453, **Version:** 1

ITEM TITLE:

November 2018 New Boat Harbor Report

SUBMITTED BY: Nathan Duval, Capital Facilities Director

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Receive and File.

SUMMARY STATEMENT:

See the attached report for the Current Status of the New Boat Harbor Project Through November, 2018.

NOVEMBER 2018

VALDEZ NEW BOAT HARBOR

CONSTRUCTION

Phase 2 Uplands Facilities and Inner Harbor Facilities

The contractors corrected most of the Punchlist items noted during the Architectural Substantial Completion inspection and the Electrical and Mechanical engineers performed their inspections of the buildings. Zastrow installed the flagpole in the plaza area east of the Warehouse Building and decorative fish poles along the boardwalk. Zastrow also finished erecting structural timbers and roof decking for the east and west picnic canopies.

Pacific Pile and Marine (PPM) repaired the 450-ton crane and off-loaded materials from the second supply barge that arrived October 28 with Drive-down (DD) float modules, transfer bridge and pontoon, and the remaining materials that were stored in the Seattle area. Mooring floats were off-loaded to the water, assembled and staged for installation with piling after the DD float is installed. DD float components were off-loaded to the uplands, assembled into modules and placed in the water for further assembly. Pilings were installed, and the pile cap welded for the DD bridge abutment. Placement of the 140-foot long bridge and support pontoon is now scheduled for mid-January.

Harris Sand and Gravel (HSG) continued installing piping for water systems on the head floats and main floats for the west two-thirds of the Mooring Basin. Puffin performed preliminary work for installation of electrical systems on the floats. Zastrow placed reinforced concrete for the footing and started placing forms and rebar for the bridge abutment retaining wall.

PROJECT ACHIEVEMENTS

- Performed Substantial Completion inspections for building electrical and mechanical systems
- Erected the structural framing and roof decking for east and west picnic canopies
- Installed piling and pile cap for DD bridge abutment
- Started construction of concrete retaining wall for DD bridge abutment



Decorative fish poles with banner hooks installed along boardwalk

NOVEMBER 2018 PROJECT UPDATE (CONT.)

DESIGN TEAM - CONSTRUCTION SUPPORT

R&M continued reviewing submittals, responded to Requests for Information (RFIs), clarifications of construction documents and conflicts in the field. R&M resumed inspection of drilling and pile driving and provided inspection, sampling and testing of concrete for the abutment retaining wall. R&M coordinated with ADEC during review of design revisions that were submitted for water services from the Uplands to the floats.

USACE NAVIGATION IMPROVEMENTS

The USACE and City representatives met and discussed open items, the closeout process and the City's financial obligations under the contract. The City will continue working with the USACE on closeout of the contract. The Coast Guard still needs to install the Aids to Navigation features for the new harbor.

FUTURE MILESTONES

- Finish the concrete retaining wall for the DD bridge abutment
- Install piling and rock anchors (and test tension) for DD bridge mooring frame
- Place the bridge, support pontoon, DD float and mooring piles
- Finish installing electrical and mechanical systems on mooring floats T, U, V and W
- Install the piling, floats and gangway for the east portion of the Mooring Basin
- Install electrical and mechanical systems on mooring floats R and S and the DD float
- Closeout City's contract with USACE for the dredging and breakwater work
- Commission and test the Bilge Treatment equipment (after the mooring floats are completed)



Drilling the second 30" diameter pile for DD float bridge abutment

PROJECT TEAM

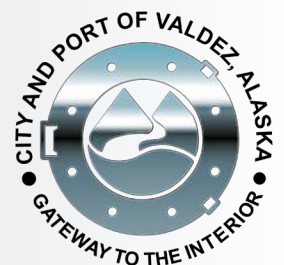
Nate Duval, Capital Facilities Project Manager, City of Valdez || 907.835.5478 ext. 1

Ronnie Barcak, Project Manager, USACE || 907.753.5755

Kim Nielsen, Group Manager, Waterfront Engineering, R&M Consultants || 907.646.9602

Andy Romine, Project Manager, Pacific Pile and Marine || 907.360.4580

Ron Rozak, Construction Manager, Arcadis || 907.382.2933





West picnic canopy almost ready for installing metal roofing



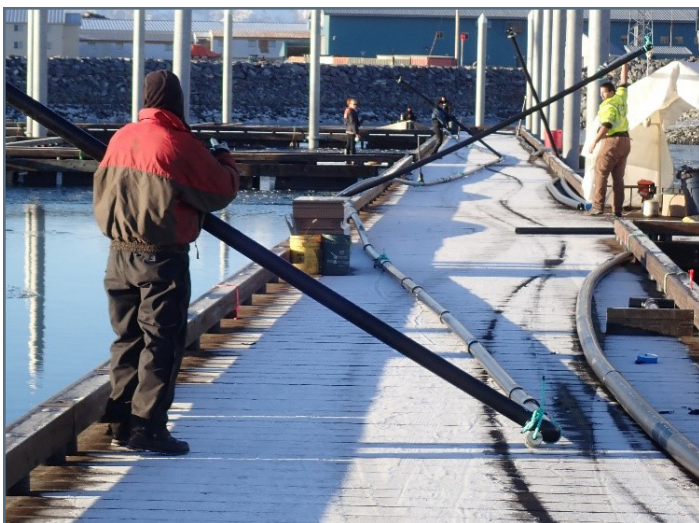
Installing tongue and groove deck on roof for west picnic canopy



Tying rebar in footing form for bridge abutment retaining wall



Placing concrete for footing of abutment retaining wall



Placing assembled piping in water to attach to hangers on floats



Divers attach water pipe to hangers bolted to side of floats

PROJECT SCHEDULE

Task	2016	2017				2018				2019			
	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
CITY OF VALDEZ WORK													
Phase 1 Uplands (Civil work except paving)													
Phase 2 *													***
Design/Bid/Award/NTP													
Mooring Floats													
Fabrication/Delivery													
On-site Construction													
Drive Down Float													
Fabrication/Delivery													
On-site Construction													
In-water Rock Removal													
West Rock													
East Rock													
Uplands Facilities (Warehouse, East Restroom, Bilge Water Bldg.)													
Fabrication/Delivery													
On-site Construction													
Paving/Landscaping/Site Furnishings													
Master Waterfront Plan (To be determined)													
Phase 3 Future Facilities (To be determined with Master Plan)													
Launch Ramp, Fish Cleaning Station, Wash-Down Pad, W. Restroom													
CORPS OF ENGINEERS (USACE) WORK													
Harbor Dredging and Breakwater Construction**													

*Solid lines reflect PPM's October 2018 schedule and PPM's recent communications about potential changes; PPM's November update was not available for this report.

** WMC contract for dredging and breakwater is complete. *** Contract requires Phase 2 work to be completed by October 1, 2019.

BUDGET SUMMARY

Description	Original Budget	Revised Budget	Committed	Expenditures 11/30/18	% Spent	Estimate at Completion
DESIGN	\$ 2,451,971	\$ 3,892,420	\$ 3,892,420	\$ 3,458,683	89%	\$ 3,892,420
Design	\$ 1,851,971	\$ 2,215,983	\$ 2,215,983	\$ 2,231,917	101%	\$ 2,231,917
Design Team Services During Construction	\$ 600,000	\$ 1,676,437	\$ 1,676,437	\$ 1,226,766	73%	\$ 1,660,503
PROJECT MANAGEMENT	\$ 2,340,548	\$ 2,919,405	\$ 2,919,405	\$ 2,683,926	92%	\$ 3,090,306
Project Management	\$ 1,740,548	\$ 2,547,868	\$ 2,547,868	\$ 2,312,389	91%	\$ 2,718,769
Inspection/Testing	\$ 600,000	\$ 371,537	\$ 371,537	\$ 371,537	100%	\$ 371,537
USACE CONSTRUCTION - CITY PORTION	\$ 9,345,453	\$ 7,645,453	\$ 7,525,453	\$ 5,141,258	67%	\$ 6,522,845
Initial Basin	\$ 7,145,453	\$ 7,145,453	\$ 7,145,453	\$ 4,761,258	67%	\$ 6,460,980
Other Basin Modifications	\$ 2,200,000	\$ 500,000	\$ 380,000	\$ 380,000	76%	\$ 61,864
CITY CONSTRUCTION	\$ 39,023,904	\$ 44,738,748	\$ 44,661,583	\$ 39,898,831	89%	\$ 44,738,748
Phase 1 Uplands	\$ 19,013,040	\$ 19,191,437	\$ 19,191,437	\$ 19,191,437	100%	\$ 19,191,437
Phase 2 Base/Drivedown Floats, Uplands Fac.	\$ 8,976,100	\$ 25,090,832	\$ 25,090,832	\$ 20,390,181	81%	\$ 25,090,832
Upland Facilities (with Phase 2)	\$ 4,046,643	\$ -	\$ -	\$ -	0%	\$ -
Drive Down Float (with Phase 2)	\$ 4,951,721	\$ -	\$ -	\$ -	0%	\$ -
Drive-Down Float In-water Mods (with Phase 2)	\$ 1,342,500	\$ -	\$ -	\$ -	0%	\$ -
Hotel Hill Clearing	\$ 64,900	\$ 64,900	\$ 64,900	\$ 64,900	100%	\$ 64,900
Fish Cleaning	\$ 324,000	\$ -	\$ -	\$ -	0%	\$ -
Electric Primary	\$ 225,000	\$ 311,579	\$ 311,579	\$ 252,312	81%	\$ 311,579
CCTV/Security/Head End Equipment	\$ 80,000	\$ 80,000	\$ 2,834	\$ -	0%	\$ 80,000
ADMINISTRATION	\$ 60,000	\$ 100,000	\$ 99,245	\$ 92,554	93%	\$ 100,000
FFE	\$ 100,000	\$ 100,000	\$ -	\$ -	0%	\$ 100,000
CONTINGENCY (@ 15% original budget)	\$ 7,998,281	\$ 1,924,131				\$ 2,875,838
TOTAL CITY FUNDED	\$ 61,320,158	\$ 61,320,158	\$ 59,098,106	\$ 51,275,252	84%	\$ 61,320,158
USACE FUNDED**	\$ 21,277,761	\$ 21,277,761	\$ 21,277,761	\$ 20,558,716	97%	\$ 21,277,761
TOTAL CITY/USACE FUNDING	\$ 82,597,919	\$ 82,597,919	\$ 80,375,867	\$ 71,833,968	87%	\$ 82,597,919

* Data includes expenses from 5/22/14 which is the start of Bond eligible costs authorized by COV Resolution 14-33. \$254,321.77 in R&M expenses and other costs are not included.

** Reconciliation with USACE is in process; updates are anticipated.



Legislation Text

File #: 18-0454, **Version:** 1

ITEM TITLE:

Council Calendars - December 2018 & January 2019

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 December 2018 and January 2019 attached for Council reference.

December

2018

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3 7pm Ports & Harbor Commission	4 7pm City Council Meeting	5 7pm Economic Diversification Commission	6 6pm – City Council Work Session (Code Enforcement)	7 11am – Mayor, CM, & Clerk Standing Meeting	8
9	10 6:30 pm School Board	11 5:30pm – Library Board Meeting (@ Library) 6:30pm – PVMC HAC Meeting (@ Hospital) 7pm Parks and Rec Commission	12 6-8pm Fire Station 1 Replacement Project Open House 7pm Planning & Zoning Commission	13 6pm – City Council Work Session (Local Govt Role in Childcare)	14 11am – Mayor, CM, & Clerk Standing Meeting	15
16	17 7pm Ports & Harbor Commission	18 7pm City Council Meeting	19 7pm Economic Diversification Commission	20	21 11am – Mayor, CM, & Clerk Standing Meeting	22
23	24 HOLIDAY 6:30 pm School Board	25 HOLIDAY	26 7pm Planning & Zoning Commission	27	28 11am – Mayor, CM, & Clerk Standing Meeting	29
30 Noon – Beautification Task Force Meeting 5pm - Deadline for Energy Assistance Applications	31					

Note 1: This calendar is subject to change. Contact the City Clerk's Office for the most up-to-date information.

Note 2: Strike-thru indicates cancellation of standing meeting.

Updated 12.10.18

January

2019

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1 HOLIDAY	2 7pm City Council Meeting	3 7pm Economic Diversification Commission	4	5
6 7pm Ports & Harbor Commission	7	8 5:30pm – Library Board Meeting (@ Library) 6:30pm – PVMC HAC Meeting (@ Hospital) 7pm Parks and Rec Commission	9 7pm Planning & Zoning Commission	10	11	12
13 6:30 pm School Board	14	15 5:30pm Council Work Session (Employee Pay Study) 7pm City Council Meeting	16 7pm Economic Diversification Commission	17 6:30pm – VMHA Board Meeting (@ Museum)	18	19
20 7pm Ports & Harbor Commission	21 HOLIDAY	22	23 7pm Planning & Zoning Commission	24	25	26
27 Noon – Beautification Task Force Meeting 6:30 pm School Board	28	29	30	31		

Note 1: This calendar is subject to change. Contact the City Clerk's Office for the most up-to-date information.

Note 2: Strike-thru indicates cancellation of standing meeting.

Updated 12.10.18