

**CITY OF UNALASKA
UNALASKA, ALASKA
REGULAR MEETING
TUESDAY, SEPTEMBER 9, 2014, 6:00 P.M.
UNALASKA CITY HALL COUNCIL CHAMBERS
AGENDA**

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

RECOGNITION OF VISITORS

ADDITIONS TO AGENDA

MINUTES: AUGUST 26, 2014

FINANCIAL REPORT:

BOARD/COMMISSION REPORTS

AWARDS/PRESENTATIONS: CYNTHIA STEIN-EASTON – 15 YRS OF SERVICE; CLARENCE PEARSON – 10 YRS OF SERVICE

MANAGER'S REPORT

COMMUNITY INPUT/ANNOUNCEMENTS

PUBLIC INPUT ON AGENDA ITEMS

PUBLIC HEARING

1. **ORDINANCE 2014-23:** AMENDING UNALASKA CITY CODE CHAPTER 6.24.060 EXCEPTIONS TO AWARD OF CONTRACTS TO THE LOW BIDDER
2. **ORDINANCE 2014-25:** AMENDING THE SCHEDULE OF FEES AND CHARGES TO BE ASSESSED FOR CITY PROVIDED SERVICES – NOTARY FEES

WORK SESSION

1. **DISCUSSION - RESOLUTION 2014-74:** AUTHORIZING THE CITY MANAGER TO AMEND THE 2014 PAVING PROJECTS AGREEMENT WITH PND INC. TO INCLUDE THE DESIGN OF THE 2015 PAVING PROJECTS IN THE AMOUNT OF \$300,000
2. **DISCUSSION – RESOLUTION 2014-75:** ADOPTING A REVISED POLICY GOVERNING MAYOR AND COUNCIL TRAVEL

RECONVENE TO REGULAR SESSION

CONSENT AGENDA

UNFINISHED BUSINESS

1. **ORDINANCE 2014-23 – SECOND READING:** AMENDING UNALASKA CITY CODE CHAPTER 6.24.060 EXCEPTIONS TO AWARD OF CONTRACTS TO THE LOW BIDDER
2. **ORDINANCE 2014-25 – SECOND READING:** AMENDING THE SCHEDULE OF FEES AND CHARGES TO BE ASSESSED FOR CITY PROVIDED SERVICES – NOTARY FEES

NEW BUSINESS

1. **RESOLUTION 2014-74:** AUTHORIZING THE CITY MANAGER TO AMEND THE 2014 PAVING PROJECTS AGREEMENT WITH PND INC. TO INCLUDE THE DESIGN OF THE 2015 PAVING PROJECTS IN THE AMOUNT OF \$300,000
2. **RESOLUTION 2014-75:** ADOPTING A REVISED POLICY GOVERNING MAYOR AND COUNCIL TRAVEL
3. **MAYOR/COUNCIL TRAVEL:** NORTH PACIFIC FISHERY MANAGEMENT COUNCIL, ANCHORAGE, OCTOBER 6-14, 2014

COUNCIL DIRECTIVES TO MANAGER

COMMUNITY INPUT

ANNOUNCEMENTS

ADJOURNMENT

**CITY OF UNALASKA
UNALASKA, ALASKA
REGULAR MEETING
TUESDAY, AUGUST 26, 2014**

The regular meeting of the Unalaska City Council was called to order by Mayor Marquardt at 6:00 p.m. on August 26, 2014 in the Unalaska City Hall council chambers. Roll was taken:

PRESENT: Tom Enlow
Roger Rowland
Zoya Johnson
Alejandro Tungul
Dennis Robinson
Shirley Marquardt, Mayor

ABSENT: David Gregory (Excused)

PLEDGE OF ALLEGIANCE: Mayor Marquardt led the Pledge of Allegiance.

RECOGNITION OF VISITORS: None

APPROVAL OF AGENDA: The agenda was adopted with one change; item number one in the work session, the discussion of Resolution 2014-64, was moved to the end of the work session.

MINUTES: AUGUST 5, 2014: The minutes were approved as submitted.

FINANCIAL REPORT: None.

BOARD/COMMISSION REPORTS: None.

AWARDS/PRESENTATIONS: Randall White – 10 years of service

MANAGER'S REPORT: The Manager's report was included in the packet. City Manager Hladick answered questions from Council.

COMMUNITY INPUT/ANNOUNCEMENTS:

1. The Unalaska Fish and Game Advisory Committee meeting will be September 20th at 11AM at the Unalaska Public Library Conference Room.
2. September 8th and 9th there will be an Emergency Towing System and mooring buoy exercise.
3. Sarah Peacock is in town to do a songwriting workshop and a public performance at the Methodist Church.

PUBLIC INPUT ON AGENDA ITEMS: None

PUBLIC HEARING

Mayor Marquardt opened the public hearing on Ordinance 2014-24.

1. **ORDINANCE 2014-24:** CREATING BUDGET AMENDMENT NO. 3 TO THE FY 15 OPERATING BUDGET TO INCREASE WAGES, FRINGE BENEFITS, AND ASSOCIATED STATE OF ALASKA PERS CONTRIBUTIONS FOR THE PORTS IBU CONTRACT AND PCR BARGAINING UNIT 302 MOU

Hearing no testimony, Mayor Marquardt closed the public hearing on Ordinance 2014-24.

Johnson made a motion to move into a work session; Enlow seconded. Motion passed by consensus.

WORK SESSION

1. **DISCUSSION: RESOLUTION 2014-69:** IDENTIFYING THE CITY OF UNALASKA'S FEDERAL FUNDING PRIORITIES FOR FISCAL YEAR 2016 AS UNALASKA BAY ENTRANCE CHANNEL DREDGING, OCS REVENUE SHARING, UNALASKA MARINE CENTER POSITIONS 3 AND 4 DEMOLITION AND RENOVATION, LIQUID NATURAL GAS DEMONSTRATION PROJECT AND CAPTAINS BAY ROAD IMPROVEMENTS
2. **DISCUSSION: RESOLUTION 2014-70:** IDENTIFYING THE CITY OF UNALASKA'S STATE LEGISLATIVE FUNDING PRIORITIES FOR FISCAL YEAR 2016 AS UNALASKA MARINE CENTER POSITIONS 3 AND 4 DEMOLITION AND RENOVATION PROJECT, LNG DEMONSTRATION PROJECT, ROBERT STORRS BOAT HARBOR IMPROVEMENTS, AND CAPTAINS BAY ROAD IMPROVEMENTS
3. **DISCUSSION: RESOLUTION 2014-71:** AUTHORIZING AN INTER-FUND LOAN FROM THE GENERAL FUND TO THE ELECTRIC FUND FOR THE PURPOSE OF FINANCING THE ALYESKA TIE-IN PROJECT
4. **DISCUSSION: ORDINANCE 2014-23:** AMENDING UNALASKA CITY CODE CHAPTER 6.24.060 EXCEPTIONS TO AWARD OF CONTRACTS TO THE LOW BIDDER
5. **DISCUSSION: ORDINANCE 2014-25:** AMENDING THE SCHEDULE OF FEES AND CHARGES TO BE ASSESSED FOR CITY PROVIDED SERVICES – NOTARY FEES

6. **DISCUSSION:** POSSIBLE PAVING PROJECTS FOR THE SUMMER OF 2015

Staff will prepare a resolution to authorize a paving design contract for consideration at the September 9th City Council meeting.

7. **DISCUSSION:** CITY COUNCIL TRAVEL POLICY

After some discussion, Council requested that Mayor Marquardt prepare suggested revisions to the Mayor and Council travel policy for consideration at the September 9th City Council meeting.

8. **DISCUSSION: RESOLUTION 2014-64:** AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH NORTHERN ALASKA CONTRACTORS, LLC FOR THE CONSTRUCTION OF THE LANDFILL CELLS 2-I & 2-II EXPANSION PROJECT IN THE AMOUNT OF \$3,643,750

Council members asked questions about what changes had occurred that would account for the difference between the original contract and the current bid amount, and about the status of the large site conditions change order from the original contract with respect to the current bid.

Bill Shaishnikoff stated that he would like to hear answers to the questions asked by Council before the vote on this resolution. He expressed the opinion that a vote on this resolution should be delayed until after Ordinance 2014-23 was passed.

Archie Stepp, of Northern Alaska Contractors, LLC, spoke in response to questions and concerns that had been raised by Council members concerning the original contract and the site condition change order. Mr. Stepp stated that the \$2.3M in additional site condition costs had not actually been a change order, but a "worst case scenario" estimate that was later found to be too high; the overestimate was due to a misunderstanding of OSHA and ATF requirements.

Tom Regan, of Regan Engineering, Inc., answered questions from Council members about the landfill cell project.

RECONVENE TO REGULAR SESSION

CONSENT AGENDA

UNFINISHED BUSINESS

1. **ORDINANCE 2014-24- SECOND READING:** CREATING BUDGET AMENDMENT NO. 3 TO THE FY 15 OPERATING BUDGET TO INCREASE WAGES, FRINGE BENEFITS, AND ASSOCIATED STATE OF ALASKA PERS CONTRIBUTIONS FOR THE PORTS IBU CONTRACT AND PCR BARGAINING UNIT 302 MOU

Enlow made a motion to adopt Ordinance 2104-24; Robinson seconded.

ROLL CALL VOTE: Unanimous. Motion passes.

NEW BUSINESS

1. **RESOLUTION 2014-64:** AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH NORTHERN ALASKA CONTRACTORS, LLC FOR THE CONSTRUCTION OF THE LANDFILL CELLS 2-I AND 2-II EXPANSION PROJECTS IN THE AMOUNT OF \$3,643,750

Rowland made a motion to adopt Resolution 2014-64; Johnson seconded.

VOTE: Tungul – yes; Robinson – no; Enlow – yes; Rowland – yes; Johnson – yes. Motion passes 4-1.

2. **RESOLUTION 2014-69:** IDENTIFYING THE CITY OF UNALASKA'S FEDERAL FUNDING PRIORITIES FOR FISCAL YEAR 2016 AS UNALASKA BAY ENTRANCE CHANNEL DREDGING, OCS REVENUE SHARING, UNALASKA MARINE CENTER POSITIONS 3 AND 4 DEMOLITION AND RENOVATION, LIQUID NATURAL GAS DEMONSTRATION PROJECT AND CAPTAINS BAY ROAD IMPROVEMENTS

Johnson made a motion to adopt Resolution 2014-69; Tungul seconded.

VOTE: Unanimous. Motion passes.

3. **RESOLUTION 2014-70:** IDENTIFYING THE CITY OF UNALASKA'S STATE LEGISLATIVE FUNDING PRIORITIES FOR FISCAL YEAR 2016 AS UNALASKA MARINE CENTER POSITIONS 3 AND 4 DEMOLITION AND RENOVATION PROJECT, LNG DEMONSTRATION PROJECT, ROBERT STORRS BOAT HARBOR IMPROVEMENTS, AND CAPTAINS BAY ROAD IMPROVEMENTS

Johnson made a motion to adopt Resolution 2014-70; Enlow seconded.

VOTE: Unanimous. Motion passes.

4. **RESOLUTION 2014-71:** AUTHORIZING AN INTER-FUND LOAN FROM THE GENERAL FUND TO THE ELECTRIC FUND FOR THE PURPOSE OF FINANCING THE ALYESKA TIE-IN PROJECT

Johnson made a motion to adopt Resolution 2014-71; Tungul seconded.

VOTE: Unanimous. Motion passes.

5. **ORDINANCE 2014-23 – FIRST READING:** AMENDING UNALASKA CITY CODE CHAPTER 6.24.060 EXCEPTIONS TO AWARD OF CONTRACTS TO THE LOW BIDDER

Robinson made a motion to move Ordinance 2014-23 to second reading and public hearing on September 9, 2014; Tungul seconded.

VOTE: Unanimous. Motion passes.

6. **ORDINANCE 2014-25 – FIRST READING:** AMENDING THE SCHEDULE OF FEES AND CHARGES TO BE ASSESSED FOR CITY PROVIDED SERVICES – NOTARY FEES

Johnson made a motion to move Ordinance 2014-25 to second reading and public hearing on September 9, 2014; Rowland seconded.

VOTE: Unanimous. Motion passes.

COUNCIL DIRECTIVES TO MANAGER

COMMUNITY INPUT: None.

ANNOUNCEMENTS: Council member Robinson announced that, due to a scheduling conflict, he was withdrawing from the September trip to Washington D.C.

ADJOURNMENT: The meeting adjourned at 8:20 p.m.

CITY OF UNALASKA
UNALASKA, ALASKA

ORDINANCE 2014-23

AN ORDINANCE OF THE UNALASKA CITY COUNCIL AMENDING UNALASKA CITY CODE CHAPTER 6.24.060 EXCEPTIONS TO AWARD OF CONTRACTS TO THE LOW BIDDER

BE IT ENACTED by the City Council of the City of Unalaska:

Section 1: Form. This is a Code ordinance.

Section 2: Amendment of Section 6.24.060. Section 6.04.060 of the Unalaska Municipal Code is hereby amended to read as follows: [additions are underlined]

§ 6.24.060 AWARD OF CONTRACT TO LOWEST BIDDER; EXCEPTION.

(A) *LOWEST RESPONSIBLE BIDDER.* Contracts shall be awarded to the lowest responsible bidder. In determining the lowest responsible bidder, in addition to price, there shall be considered:

(1) The ability, capacity and skill of the bidder to perform the contract.
(2) Whether the bidder can perform the contract within the time specified, without delay or interference.

(3) The character, integrity, reputation, judgment, experience and efficiency of the bidder. When considering the character, integrity and reputation of the bidder the City Council or its delegate may consider any past conduct of the bidder which the City Council or its delegate in the exercise of their discretion determines is evidence of poor character, integrity or reputation sufficient to conclude that award of the contract to the low bidder is not in the best interest of the citizens of Unalaska. This would include past instances in which the bidder has submitted grossly inflated claims for additional compensation for work done on a city project either as a subcontractor or as a general contractor and past conduct of the bidder in meetings with city employees or consultants.

(4) The quality of performance of previous contracts. In considering the quality of performance of previous contracts the City Council or its delegate may consider any of the following factors:

- a. Whether contracts were completed on time.
- b. Whether the bidder promptly corrected defective work.
- c. Whether the bidder fully performed the contract including submission of as built drawings.
- d. The number and validity of claims for additional compensation submitted by the bidder.
- e. The conduct of the bidder during meetings with city employees and consultants.
- f. Previously completed evaluations of bidder performance by any city department.

(5) The previous and existing compliance by the bidder with laws and ordinances relating to the contract.

(6) The sufficiency of the financial resources and ability of the bidder to perform the contract.

(7) The number and scope of conditions attached to the bid.

(8) Whether there are any unresolved claims between the bidder and the City under any existing city contract in which the bidder is either a general contractor or a subcontractor.
Unresolved claims alone may be a sufficient basis for an award to other than the low bidder.

(B) *AWARD TO OTHER THAN LOW BIDDER.* When the award is given to other than the lowest bidder, a full and complete written statement of the reasons therefor shall be delivered to the unsuccessful low bidder or bidders and filed with the other papers relating to the transaction. The minutes of the Council relating to the matter may be used as the required written statement.

Section 6. Effective Date. This ordinance is effective upon adoption.

PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE UNALASKA CITY COUNCIL THIS ___TH DAY OF SEPTEMBER 2014.

Hon. Shirley Marquardt
MAYOR

ATTEST:

Catherine Hazen
CITY CLERK

MEMORANDUM TO COUNCIL

TO: MAYOR AND CITY COUNCIL MEMBERS
FROM: CHRIS HLADICK, CITY MANAGER
DATE: AUGUST 26TH, 2014
RE: ORDINANCE 2014-23 CHANGE TO UCO 6.24 PURCHASING

SUMMARY: This ordinance was prepared by City Attorney Brooks Chandler to address concerns brought by staff in regards to award of a contract to anyone but the low bidder. Nationwide there is a movement to evaluate contractors and to use that evaluation in the award of bids. The idea is that past performance can be considered along with price of the project to get the best use of public funds. The ordinance adds details to general terms like “quality of performance”, “character” and “reputation” to provide more guidance to Council and staff when considering awarding a bid to someone other than the lowest bidder. This ordinance will also put some pressure on contractors to work with the City to resolve disputes. This ordinance does not change the current requirement the City put into writing why they are not awarding to the lowest bidder.

PREVIOUS COUNCIL ACTION: There is language in UCO 6.24.060 currently but this strengthens and clarifies that language.

BACKGROUND:

DISCUSSION: The ordinance speaks for itself to some extent. There have been some complex issues arise on projects in the past. Often there are few bidders on projects. It is the right of a contractor to make claims for change of site conditions or for other reasons. It is in the best interest of the City to try and resolve those claims prior to awarding another contract. This ordinance spells out in more detail when the city can award a contract to someone other than the low bidder and adds having a pending unresolved claim with the City as one more reason not to make an award to the low bidder. Public Works is working on an evaluation worksheet and the idea is that this worksheet is completed prior to bid opening. It is hard to argue against using past performance as a tool to hold a contractor responsible for a project using public funds. And unresolved claims can be a reason not to award a bid. It can be awkward to be working with a contractor on one job while at the same time being in the middle of a dispute with the same contractor on another job. And unresolved disputes on one job can impact the approach to a second job in ways that are not good for staff, the contractor and the public.

ALTERNATIVES: Leave the language as is.

FINANCIAL IMPLICATIONS: This is a tool to take other circumstances into consideration when awarding a bid.

LEGAL: The ordinance was prepared by Brooks.

PROPOSED MOTION: I move to have Ordinance 2014-23 sent to second reading

CITY MANAGER'S COMMENTS: Memo prepared by the City Manager.

CONSTRUCTION CONTRACTOR PERFORMANCE EVALUATION**Table of Contents**

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CONSTRUCTION CONTRACTOR PERFORMANCE EVALUATION**0.0****Introduction.**

Since the implementation of Contractor Performance Assessment Reporting System (CPARS) by the Federal Government in 1994, other agencies (school districts, municipalities, private industry) have initiated their own procedures to record contractor performance. Experience has demonstrated that recording contractor performance information periodically during contract performance and discussing the results with contractors is a powerful motivator for contractors to maintain high quality performance or improve inadequate performance before the next reporting cycle. Current performance assessment is a basic “best practice” for good contract administration, and is one of the most important tools available for ensuring good contractor performance.

Properly completed performance assessments become past performance information for use in future source selections. Completion of these assessments improves the amount and quality of performance information available to source selection teams. The use of past performance as a major evaluation factor in the contract award process is instrumental in making “best value” selections. It enables agencies to better predict the quality of, and satisfaction with, future work.

How well the City’s purchasing and Project Managers administer in-process contracts and discuss with contractors their current performance, determines to a great extent how well the City can achieve their mission and provide value to the taxpayers. By increasing attention to contractor performance on in-process contracts and ensuring past performance data is readily available for selection teams, the City is reaping two benefits: 1. Better current performance because of the active dialog between the contractor and the City; and 2. Better ability to select high-quality contractors for new contracts, because contractors know the assessments will be used in future award decisions.

Assessment Areas

It is imperative that assessments be completed, be completed consistently, be completed objectively, and be completed in a timely manner. Contractors will receive frank discussions early in the process so they have an opportunity to improve performance, if necessary, before final assessments are given. Contractors will be advised of any negative comments being entered into official reports and given ample opportunity for a rebuttal. Contractors fear inflated assessments as much as poor assessments because inflated assessments help poor contractors and hurt good contractors. This document addresses inflated assessments in Chapter 7.3 “Performance Ratings,” where the rating scale for full contract compliance has been adjusted from 4 to 3 to reduce rating creep.

Four basic performance indicators will be evaluated:

1. Quality of Performance - as defined in the contract standards.
2. Cost Performance - how close to project bid and/or cost estimate.
3. Schedule Performance - timeliness of completion of milestones and contract dates.
4. Business Relations - history of professional behavior and overall business-like concern for the interests of the City including customer satisfaction.

Five basic ratings will be used:

- 5 Exceptional
- 4 Very good
- 3 Satisfactory
- 2 Marginal
- 1 Unsatisfactory

Problems with poor performance can lead to frustrations for both the contractor and the City. Early identification of concerns and open lines of communication (e.g., interim reports) can lead to constructive dialog that can help to improve performance and avoid adversarial feelings that might otherwise develop if potential misunderstandings are ignored until late into contract performance.

Frequency of Assessments

Interim assessments are strongly recommended as part of good contract management. If the performance period is expected to exceed 12 months, then the Contracting Officer will conduct interim assessments at least every 4 months. Interim assessments provide essential feedback to contractors on their performance. They provide Contracting Officers an opportunity to give contractors performing well a "pat on the back" and encouragement to keep up the good work. Interim assessments give contractors experiencing problems the opportunity to correct problems before they jeopardize contract completion. They also provide current performance information on comparable contracts to source selection teams. However, assessments will be prepared and discussed with contractors more often depending on contractor performance problems. An *honest* discussion of the contractor's performance is important. Contractors know past performance assessments directly affect their ability to compete for future contracts and will normally take actions necessary to improve their rating. The contractor should always know how the City rates its performance -- no surprises! Likewise, during discussions, the contractor will be asked if there are areas in which the City could improve its performance, such as in partnerships, contributions to achieving mission success, etc. The key to the process is *communication*!

Performance Ratings

The ratings given will reflect how well the contractor met the cost, schedule and performance requirements of the contract and the business relationship. Contractors are not expected to be perfect in their execution to reach contract requirements. A critical aspect of the assessment rating system described below is the second sentence of each rating that recognizes the contractor's resourcefulness in overcoming challenges that arise in the context of contract performance. The City is looking for overall results, not problem free management of the contract.

Exceptional (5). Performance meets contract requirements and *significantly exceeds* contract requirements to the Government's benefit. For example, the contractor implemented innovative or business process reengineering techniques, which resulted in added value to the City. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.

Very Good (4). Performance meets contractual requirements and *exceeds some* to the City's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.

Satisfactory (3). Performance *meets* contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which proposed corrective actions taken by the contractor appear satisfactory, or completed corrective actions were satisfactory.

Marginal (2). Performance *does not meet some* contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has submitted minimal corrective actions, if any. The contractor's proposed actions appear only marginally effective or were not fully implemented.

Unsatisfactory (1). Performance *does not meet* contractual requirements and *recovery is not likely* in a timely or cost effective manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.

Contractor Response and City Review

While the ultimate conclusion on the performance assessment is a decision of the City, the Contractor Performance Evaluation provides for contractor comment. Upon completion of the initial assessment by the Project Manager, the assessment should be signed by the person most familiar with the contractor's performance and initialed by the Contracting Officer. The Contracting Officer should sign the final assessments. As soon as practicable after the form is signed, and ordinarily within a day, it should be sent to the contractor for comments. The required turnaround time for contractor response may not be less than thirty days, but in most cases, 30 days should be a sufficient response time. Contracting Officers may extend the response period as warranted. If the contractor fails to provide a response by the established deadline, the Contracting Officer should call the contractor and initiate discussions on the performance and request a written reply. If all attempts fail, then the City's comments can stand alone.

If the contractor submits a rebuttal for any or all of the ratings and an agreement on the ratings cannot be reached by the contractor and lead assessor, the contractor may seek review at least one level above the Contracting Officer. In the event the contractor and Contracting Officer do not agree on the performance rating(s), the Contracting Officer and lead assessor should make every effort to discuss with the contractor the details of the performance assessment and the contractor's response. In these cases, such effort should require a face-to-face meeting between the parties. The contractor's statement and agency review must be attached to the performance report and must be provided to source selection officials requesting a reference check.

When the City has completed its review of the contractor's comments, the Contracting Officer must send a copy of the completed assessment to the contractor. The completed assessments, including any contractor response or rebuttal, and agency reviews above the Contracting Officer, should be filed in the contract file, in a separate file, or automated database where they can be readily accessible by contracting office personnel. Automated databases should be accessible by source selection teams in other agencies through use of a secure system. Interim assessments should be retained for the duration of the contract and included with the final assessment in the file. The interim assessment allows source selection teams to analyze performance trends during the contract.

Assessments may not be retained to provide source selection information for longer than seven years after completion of contract performance. The assessment storage system used should provide individual contractor access to only that contractor's assessments.

Release of Contractor Assessment

Contractor assessments shall not be released to anyone other than City personnel needing the information for contract selection purposes.

1.0

Scope.

This document provides guidance on the policies and procedures pertaining to construction contractor performance evaluations. This regulation does not encompass other types of contractor performance evaluations, only construction.

2.0

Purpose.

This document is intended to serve as an authoritative source for coordinating the

activities of the various Departments within the City of Unalaska with regard to the completion, distribution, and storage of Construction Contractor Performance Evaluations.

3.0 **References.**

Chapter 6.24 of the Unalaska Code of Ordinances (UCO).

4.0 **Definitions.**

For purposes of this policy, the terms defined in this section have meanings ascribed to them in this section unless the context clearly indicated that another meaning is intended.

4.1 *“Construction”*

Building, altering repairing, improving or demolishing any structure, building, road, street or highway, sewer, water line, and any draining, dredging, excavation, grading or similar work upon real property.

4.2 *“Construction Contract”*

A contract awarded by the City for construction as defined in UCO 6.24, as opposed to a contract for goods and services.

4.3 *“Construction Contractor Performance Evaluation”*

A process by which the City formally evaluates the overall construction contract performance by the Contractor and his subcontractors/suppliers.

4.4 *“Contractor”*

Any person, company, corporation, or partnership having a contract with the City or a Using Agency thereof.

4.5 *“Contract Specialist”*

The Department of Procurement Services’ employee assigned responsibility for a particular solicitation, procurement, and contract.

4.6 *“Project Manager”*

The Using Agency’s employee assigned responsibility for a particular construction contract.

4.7 *“Using Agency”*

Any department, agency, bureau, board, commission, court, or other unit in the city government requiring goods, services, insurance or construction as provided for in this chapter.

4.8 *“Responsible Bidder”*

A person who has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability which will ensure good faith performance, and who has been prequalified, if required.

5.0 **Discussion.**

5.1 Performance Evaluation and Denial of Prequalification.

Section 6.24.XX authorizes the City to deny prequalification of a contractor if “the contractor has been in substantial noncompliance with the terms and conditions of prior construction contracts with the city without good cause.... the City may not utilize this subsection...to deny prequalification unless the facts underlying such substantial noncompliance were documented in writing in the prior construction project file and such information relating thereto was given to the contractor at that time, with the opportunity to

respond”. The Construction Contractor Performance Evaluation will satisfy the City’s responsibility to effectively and accurately document construction contractor compliance and noncompliance with the terms and conditions of a construction contract.

5.2 Performance Evaluation and Responsible Bidder.

Section 6.24.XX defines a Responsible Bidder as “... a person who has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability which will ensure good faith performance...” The Construction Contractor Performance Evaluation will document a Contractor’s past performance on City contracts and their ability to fully perform the contract.

6.0 **Policy.**

6.1 Construction Contractor Performance Evaluation Form.

The Construction Contractor Performance Evaluation Form, as shown on Exhibit A in Section 9, shall be the only performance evaluation form used for documenting the performance of a construction contractor at the close of a construction contract or for annual construction service contracts, the form shall be used at the end of each contract term.

6.2 Bid Document Inclusion.

The Construction Contractor Performance Form should be included in all published construction bid documents as part of the front-end project book (Spec Book) composed by the Department of Public Works or its designee.

6.3 Completion of Construction Contractor Performance Evaluation Form.

The Construction Contractor Performance Evaluation Form shall be completed at the close of each construction contract. Completion should be done prior to issuance of final payment to the Contractor.

6.4 Distribution of Completed Construction Contractor Performance Evaluation Form.

The completed Construction Contractor Performance Evaluation Form will be distributed by the Using Agency’s Project Manager to the Department of Public Works and the Contractor upon completion.

6.5 Presentation of Construction Contractor Performance Evaluation to Contractor

Upon completion of the Construction Contractor Performance Evaluation, the Contractor shall be notified and a meeting shall be setup between the Using Agency’s Project Manager and the Contractor. During this meeting, the Project Manager shall review the completed Construction Contractor Performance Evaluation Form with the Contractor and discuss the performance of the project. Upon the completion of this meeting, the Contractor shall sign the Construction Contractor Performance Evaluation Form verifying that the Project Manager’s opinion of the performance of the construction contract by the Contractor has been discussed. Refusal of a Contractor to sign the Construction Contractor Performance Evaluation Form shall be noted by the Project Manager.

6.6 Electronic Storage and Accessibility of Construction Contractor Performance Evaluations.

All completed Construction Contractor Performance Evaluations shall be posted and maintained on the City’s Intranet under the Department of Public Works site. All City personnel shall have access to all past completed Construction Contractor Performance Evaluations.

6.7 Storage of the Construction Contractor Performance Evaluations.

All completed Construction Contractor Performance Evaluations shall be stored with the official construction contract file maintained by the Department of Finance.

As well, the Using Agency shall maintain a copy of the completed evaluation in their official project file as part of the contract close-out procedures.

7.0 **Procedures.****7.1** Project Manager Procedures.

The Using Agency shall assign a Project Manager to each construction contract. The Project Manager shall perform all duties involved in project management with a construction contract. At the close of the construction contract (prior to final payment being made to the Contractor), the Project Manager shall complete the required Construction Contractor Performance Evaluation Form to document the Contractor's performance, compliance and non-compliance with the construction contract's terms and conditions. Upon completion of the Construction Contractor Performance Evaluation Form, the Project Manager shall contact the Contractor and schedule a date and time for a meeting at which the Project Manager will discuss with the Contractor the Project Manager's opinion on the performance of the construction contract. This meeting shall be conducted prior to final payment being made to the Contractor. The Project Manager shall have the Contractor sign and date the completed evaluation and provide the Contractor with a copy for their records. The Project Manager shall provide the assigned Contract Specialist a, completed and signed by both parties, copy of the Construction Contractor Evaluation Form. The Project Manager shall maintain a copy of the completed evaluation form in their official project file as part of the contract close-out procedures. If the Contractor refuses to sign the evaluation form, the Project Manager will document the reasoning for the refusal and forward to the Department of Public Works for the contract file.

7.2 Contract Specialist Procedures.

The Contract Specialist shall receive a copy of the completed Construction Contractor Performance Evaluation Form from the Project Manager. The Contract Specialist shall review the evaluation to verify that the Project Manager has met with the Contractor and discussed the Construction Contractor Performance Evaluation. The Contract Specialist shall store a copy of the completed Construction Contractor Performance Evaluation Form in the official construction contract file. The Contract Specialist shall prepare and post the completed Construction Contractor Performance Evaluation on the Department of Finance's intranet site.

8.0 **Responsibilities.****8.1** Project Manager.

The Project Manager is responsible for:

- (a) Completion of the Construction Contractor Performance Evaluation Form;
- (b) Meeting with the Contractor to discuss the Construction Contractor Performance Evaluation;
- (c) Obtaining the Contractor's signature on the Construction Contractor Performance Evaluation Form;

- (d) Providing a copy of the completed and signed Construction Contractor Performance Evaluation Form to the Contractor and the Contract Specialist; and
- (e) Maintaining a copy of the completed and signed Construction Contractor Performance Evaluation Form for their official project file as part of the contract close-out procedures.
- (f) Documenting any reason(s) that a Contractor refuses to sign the Construction Contractor Performance Evaluation form and submit to the Department of Finance.

8.2**Contract Specialist.**

The Contract Specialist is responsible for:

- (a) Receiving a copy of the completed Construction Contractor Performance Evaluation Form from the Project Manager:
- (b) Review the evaluation to verify that the Project Manager has met with the Contractor and discussed the Construction Contractor Performance Evaluation;
- (c) Store a copy of the completed Construction Contractor Performance Evaluation Form in the official construction contract file; and
- (d) Prepare and post the completed Construction Contractor Performance Evaluation on the Department of Finance's intranet site.

9.0**Contractor Evaluation Form**

See attached

CONTRACTOR PERFORMANCE ASSESSMENT REPORT (CPAR)

1. NAME/ADDRESS OF CONTRACTOR		2.		INITIAL <input type="checkbox"/>	INTER-MEDIATE <input type="checkbox"/>	FINAL REPORT <input type="checkbox"/>	OUT OF CYCLE <input type="checkbox"/>	ADDENDUM <input type="checkbox"/>			
		3. PERIOD OF PERFORMANCE BEING ASSESSED									
OWNER / CEO	PHONE	4a. CONTRACT NUMBER				4b.					
SUPERINTENDENT	PHONE	5.									
6. LOCATION OF PROJECT		7a. CONTRACTING OFFICER				7b. PHONE NUMBER					
		8a. CONTRACT AWARD DATE		8b. SUBSTANTIAL COMPLETION DATE		9. FINAL COMPLETION DATE					
		10. CONTRACT PERCENT COMPLETE / DELIVERY ORDER STATUS									
		11. AWARDED VALUE				12. CURRENT CONTRACT DOLLAR VALUE					
		13.		<input type="checkbox"/>		COMPETITIVE BID		<input type="checkbox"/>		NEGOTIATED PRICE	
14.		CONTRACT TYPE									
<input type="checkbox"/> UNIT PRICE		<input type="checkbox"/> BID		<input type="checkbox"/> Negotiated		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/> OTHER	
15. KEY SUBCONTRACTORS AND DESCRIPTION OF EFFORT PERFORMED											
16. CONTRACTOR TYPE											
<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>			
<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>			
17. CONTRACT EFFORT DESCRIPTION (Highlight key components, technologies and requirements; key milestone events and major modifications to contract during this period.)											
18. EVALUATE THE FOLLOWING AREAS			Exceptional	Very Good	Satisfactory	Marginal	Unsatisfactory	N/A			
a. QUALITY OF PERFORMANCE											
(1) PRODUCT PERFORMANCE											
(2) VALUE ENGINEERING											
(3) LOGISTICAL SUPPORT											
(4) PRODUCT ASSURANCE / WARRANTY											
(5) OTHER											
(6) OTHER											
b. COST CONTROL											
c. SCHEDULE PERFORMANCE											
d. BUSINESS RELATIONS											
(1) MANAGEMENT RESPONSIVENESS											
(2) SUBCONTRACT MANAGEMEN											
(3) PROFESSIONAL BEHAVIOR											
e. OTHER AREAS											
(1)											
(2)											

19. VARIANCE (Contract to date)		CURRENT	COMPLETION
COST VARIANCE (%)			
SCHEDULE VARIANCE (%)			
20. ASSESSING OFFICIAL or CONTRACTING OFFICER NARRATIVE			
21. TITLE OF ASSESSING OFFICIAL		DEPARTMENT	PHONE NUMBER
EMAIL ADDRESS:			
SIGNATURE			DATE
22. CONTRACTOR COMMENTS (Contractor's Option)			
23. NAME AND TITLE OF CONTRACTOR REPRESENTATIVE			PHONE NUMBER
EMAIL ADDRESS:			FAX NUMBER
SIGNATURE			DATE
24. REVIEW BY REVIEWING OFFICIAL (Comments Optional)			

Guidelines for completing Contractor Performance Assessment Report

Exceptional: Performance meets contractual requirements and exceeds many to the City's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the Contractor were highly effective.

Note: To justify an Exceptional rating, you should identify multiple significant events in each category and state how it was a benefit to the City. However, a singular benefit could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified.

Very Good: Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the Contractor were effective.

Note: To justify a Very Good rating, you should identify a significant event in each category and state how it was a benefit to the City. Also there should have been no significant weaknesses identified.

Satisfactory: Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the Contractor appear or were satisfactory.

Note: To justify a Satisfactory rating, there should have been only minor problems, or major problems the contractor recovered from without impact to the contract. Also there should have been NO significant weaknesses identified. A fundamental principle of assigning ratings is that Contractors will not be assessed a rating lower than Satisfactory solely for not performing beyond the requirements of the contract.

Marginal: Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the Contractor has not yet identified corrective actions. The Contractor's proposed actions appear only marginally effective or were not fully implemented.

Note: To justify Marginal performance, you should identify a significant event in each category that the Contractor had trouble overcoming and state how it impacted the City. A Marginal rating should be supported by referencing the management tool that notified the Contractor of the contractual deficiency (e.g. Management, Quality, Safety, or Environmental Deficiency Report or letter).

Unsatisfactory: Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains a serious problem(s) for which the Contractor's corrective actions appear or were ineffective.

Note: To justify an Unsatisfactory rating, you should be able to identify multiple significant events in each category that the contractor had trouble overcoming and state how it impacted the City. However, a singular problem could be of such serious magnitude that it alone constitutes an unsatisfactory rating.

CITY OF UNALASKA
UNALASKA, ALASKA

ORDINANCE 2014-25

AN ORDINANCE OF THE UNALASKA CITY COUNCIL AMENDING THE SCHEDULE OF FEES AND CHARGES TO BE ASSESSED FOR CITY-PROVIDED SERVICES.

BE IT ENACTED BY THE UNALASKA CITY COUNCIL AS FOLLOWS:

Section 1: Form. This is a Non-Code ordinance.

Section 2: Adoption of a Schedule of Rates and Charges. The Council hereby amends the following schedule of rates and charges to be paid by consumers of the identified City-provided services, labor, and equipment. The schedules adopted are listed individually below and are attached hereto. Each schedule shall remain in effect until such time as it may be amended by subsequent ordinance.

◆ General Fees

Section 3. Effective Date. This ordinance shall take effect September 10, 2014.

PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE UNALASKA CITY COUNCIL
THIS 9th DAY OF SEPTEMBER, 2014.

MAYOR

ATTEST:

CITY CLERK

GENERAL FEE SCHEDULE

The following fees and services apply to all City of Unalaska departments unless stated in a Department's specific fee schedule.

Photocopies

1 st five copies	Free
Six or more copies	\$0.25 per copy
1 st two copies (11x17 / legal)	Free
Three or more copies (11x17 / legal)	\$0.50 per copy
Copies for non-profits	Free unless the document to be copied is available digitally and is over 25 pages in length, in which case, a charge of \$0.10 per page will be imposed for each page after the 25 th .

Digital copies of a meeting No charge; flash drive must be provided by patron

Notary Public Services	Free
<u>Simple notarizations</u>	<u>Free</u>
<u>Complex Notarizing (i.e. bank loan,</u>	
<u>real estate or mortgage closing documents</u>	<u>\$150.00</u>

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Non-Sufficient Funds (Bad Check) \$25.00

Interest Rate: Unless a different rate of interest is provided for by ordinance or by agreement, interest shall accrue on obligations owing to the city at the rate of 10.5% per annum from the date that they are due.

MEMORANDUM TO COUNCIL

TO: MAYOR AND CITY COUNCIL MEMBERS
FROM: CAT HAZEN, CITY CLERK
THRU: CHRIS HLADICK, CITY MANAGER
DATE: AUGUST 26, 2014
RE: AMENDING THE SCHEDULE OF FEES AND CHARGES BY ADDING A FEE FOR COMPLEX NOTARIZATION SERVICES, SUCH AS BANK LOAN, REAL ESTATE OR MORTGAGE CLOSING DOCUMENTS

SUMMARY: The City Manager's office is proposing a change to the FY15 Schedule of Fees and Charges to create a charge for notarizing complex documents, such as bank loan or mortgage closing documents, and other documents relating to the closing of real estate sales and transfers.

PREVIOUS COUNCIL ACTION: Council reviews the Fee Schedule annually, but has not previously considered the fee proposed in this Ordinance.

BACKGROUND & DISCUSSION: Local residents who are obtaining bank loans, or are buying, selling, or refinancing real estate, have reported that it is difficult or impossible to find anyone in Unalaska who is willing to notarize the closing documents for these types of transactions.

In the past staff would refer residents who needed this service to the city librarian, who would notarize real estate documents in exchange for a \$125 - \$150 donation to Friends of the Library. We would like to be able to refer people to another local individual or business for this notarization service, but we are not aware of anyone who is currently offering this service.

In order to meet the need for these complex notary services, the City Manager's office is proposing that a fee of \$150 for notarizing bank loan, real estate or mortgage closing documents, or other complex notary services, be added to the General Schedule of Fees and Charges. The notary service would be provided by the Administrative Coordinator in the City Manager's office.

ALTERNATIVES:

FINANCIAL IMPLICATIONS: The proposed fee would generate some additional General Fund revenue.

LEGAL:

STAFF RECOMMENDATION: Staff recommends Council adopt this proposed amendment to the Fee Schedule.

PROPOSED MOTION: I move to move Ordinance 2014-25 to public hearing and second reading on September 9, 2014.

CITY MANAGER'S COMMENTS:

**CITY OF UNALASKA
UNALASKA, ALASKA**

RESOLUTION NO. 2014-74

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UNALASKA AUTHORIZING THE CITY MANAGER TO AMEND THE 2014 PAVING PROJECTS AGREEMENT WITH PND INC. TO INCLUDE THE DESIGN OF THE 2015 PAVING PROJECTS IN THE AMOUNT OF \$300,000.

WHEREAS, the City of Unalaska, Alaska has determined that it is necessary to create and maintain paved driving surfaces and parking areas within the City limits; and

WHEREAS, PND, Inc., has agreed to perform the work on a time and materials basis using their same rates used for the 2014 Paving Projects; and

WHEREAS the City recognizes the agreed to pricing is a fair and reasonable price for the survey, geotechnical investigation, and design for the 2015 Paving Projects.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Unalaska authorizes the City Manager to amend the 2014 Paving Projects agreement with PND, Inc., to include the design of the 2015 Paving Projects in the amount of \$300,000.

PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE UNALASKA CITY COUNCIL THIS 9th DAY OF SEPTEMBER 2014.

Mayor

City Clerk

MEMORANDUM TO COUNCIL

TO: MAYOR AND CITY COUNCIL MEMBERS
FROM: THOMAS E. COHENOUR, DIRECTOR OF PUBLIC WORKS
THRU: CHRIS HLADICK, CITY MANAGER
DATE: SEPTEMBER 9, 2014
RE: **RESOLUTION 2014-74 - AUTHORIZING THE CITY MANAGER TO AMEND THE AGREEMENT WITH PND ENGINEERS, INC., TO INCLUDE THE DESIGN OF THE 2015 PAVING PROJECTS IN THE AMOUNT OF \$300,000.**

SUMMARY: The City discussed 2015 Paving Projects design work with PND Engineers, Inc. PND agreed to perform the work on a time and materials (T&M) basis using their same rates for an amount not to exceed \$300,000. Staff proposes amending the existing 2014 Paving Projects agreement with PND to include these design services.

PREVIOUS COUNCIL ACTION: Council has taken the following actions regarding this project:

- Approved Ordinance 2009-08, on May 26, 2009 adopting the FY2010 budget, authorizing \$6,500,000 funding for Ballyhoo Road Paving. \$1,750,000 was from the 1% Sales Tax and \$5,000,000 was identified as the re-appropriated Position 3 Federal Grant.
- Approved Ordinances in 2009-2012, listing Paving Ballyhoo Road as a Federal Legislative Funding Priority.
- Approved Ordinances in 2011 and 2012, listing Paving Ballyhoo Road as a State Legislative Funding Priority.
- Approved Resolution 2013-05, on January 8, 2013, authorizing the City Manager to enter into an agreement with PND for the design of the Ballyhoo Road Paving Project.
- Approved Ordinance 2013-03 on April 23, 2013, transferring \$7,170,000 to the Ballyhoo Paving Project and \$900,000 to the 2013 Misc. Paving Project.
- Approved Resolution 2014-03 on January 14, 2014, authorizing the City Manager to amend the Ballyhoo Road Paving and 2013 Miscellaneous Paving projects Agreement with Knik Construction Company, Inc., to include the repaving of Airport Beach Road and East Broadway in the amount of \$3,268,260.
- Approved Ordinance 2014-02 on February 11, 2014, amending the 2014 Budget to create the 2014 Paving Project.
- Approved Resolution 2014-10 on February 11, 2014, amending the Ballyhoo Road Paving and 2013 Miscellaneous Paving Projects agreement to include construction administration services.

BACKGROUND: The subject resolution allows the City to retain the services of PND Engineers to provide design services for the 2015 Paving Projects. PND Engineers have been the designer of record for the City of Unalaska's various paving projects for the past decade.

DISCUSSION: Staff would like to continue working with PND Engineers, Inc. on our paving projects. They are responsive and responsible, and provide a quality work product. Their equipment is on-island which would save on mobilization costs.

ALTERNATIVES: The City could solicit additional proposals for this work.

FINANCIAL IMPLICATIONS: This Time and Materials contract for design services is for an amount not to exceed \$300,000. Funding is available in the 2014 Paving Projects budget – see attached Paving Budget Update 8-22-14.

LEGAL: NA

STAFF RECOMMENDATION: DPW staff recommends approving this Contract Amendment to PND Engineers, Inc.

PROPOSED MOTION: I move to approve Resolution #2014-74.

CITY MANAGER'S COMMENTS:

Attachments: 1) Paving Budget Update 8-22-14

Paving Projects Budget as of 8-22-14

PROJ#	DESCRIPTION	START YEAR	TOTAL BUDGET	TOTAL EXPENSED	TOTAL ENCUMBERED	AVAILABLE BUDGET
PW003	BALLYHOO ROAD PAVING CONSTRUCTION	2009	7,920,000.00	6,798,312.58	377,922.46	743,764.96
PW204	PAVEMENT RESURFACING - EXIST PAVEMENT	2011	8,230,000.00	3,208,090.28	3,373,900.09	1,648,009.63
PW303	MISCELLANEOUS PAVING PROJECTS	2013	150,000.00	104,165.68	30,871.99	14,962.33
PW402	2014 PAVING PROJECTS	2014	4,750,000.00	861,221.45	3,171,380.92	717,397.63
						\$3,124,134.55

Requesting 10% of Remaining Funds be Allocated to 2015 Paving

Extend PND contract for:

Survey

Geotech subsurface investigation

Design

Bid package

Proposed 2015 Paving Candidates:

East Broadway (from Alpha Welding past hardware store to stop sign at Steward Road) mill & overlay

East Broadway (from stop sign at Steward Road to Hawley Lane) this portion is gravel

West Broadway (from 4 way stop by school to boat ramp by Alyeska) mill & overlay

Salmon Way (Alaska Ship Supply to Museum)

Gilman (Airport Beach Rd to stop sign at Pacesetter) storm drain under contract with AMI for summer 2015 install.

Steward Road (from to East Broadway)

King Street

Canptain's Bay Road (from Airport Beach Rd to Pyramid Creek Road)

Ballyhoo (from Magone's to Klosterboer)

East Point Road (from Safeway to APL section believed NOT to be contaminated)

Trails?

CITY OF UNALASKA
UNALASKA, ALASKA

RESOLUTION 2014-75

A RESOLUTION OF THE UNALASKA CITY COUNCIL ADOPTING A REVISED POLICY
GOVERNING MAYOR AND COUNCIL TRAVEL

WHEREAS, the City Council recognizes that policies are necessary for cost-effective and equitable management of Mayor and Council travel on City business; and

WHEREAS, in February of 2012, the City Council passed Resolution 2012-15 adopting a policy governing Mayor and Council travel; and

WHEREAS, after reviewing the Mayor and Council travel policy, the City Council has revised and updated that policy;

NOW THEREFORE BE IT RESOLVED that the Unalaska City Council approves the adoption of the revised Mayor and City Council Travel Policy and Procedures as attached; and

BE IT FURTHER RESOLVED that Resolution 2014-75 supersedes and nullifies Resolution 2012-15.

PASSED AND APPROVED BY A DULY CONSTITUTED QUORUM OF THE UNALASKA CITY COUNCIL THIS 9th DAY OF SEPTEMBER, 2014.

MAYOR

ATTEST:

CITY CLERK

CITY OF UNALASKA CITY COUNCIL POLICY/PROCEDURE

Subject: Mayor and City Council Travel Policy	
Number: TBD	Reference:
Effective Date: February 12, 2012	Re-evaluation Date: As needed

STATEMENT OF POLICY: It is the policy of the City of Unalaska that Mayor and Council Member travel for official City business outside the City of Unalaska is conducted in the most direct and economic manner possible to accomplish City business. ~~The Mayor will be responsible for managing Council Member travel to ensure that guidelines and procedures are being followed and to ensure that travel remains within budget.~~ *If the Mayor deems that guidelines and procedures are not being followed, the Mayor will bring forward a recommendation to the Council during the travel discussion for deliberation.* **OR** *The Council members will be responsible to ensure guidelines and procedures are being followed, and ask if all travelers requesting approval are eligible before they vote.*

PURPOSE: The purpose of this policy is to establish guidelines and procedures for requesting and approving travel for the Mayor and Council Members *so the Public is kept informed, and City staff is not making personal travel arrangements for elected officials.*

SCOPE: This policy and procedure applies to the Mayor and all City Council Members.

DEFINITIONS:

Per Diem: The allowance for lodging, meals, and incidental expenses as defined by the Internal Revenue Service (IRS). This is the total amount paid to a traveler, including hotel costs, when on City business. If a traveler requests full per diem, that traveler is responsible for paying all lodging expenses, otherwise the per diem is for meals and incidental expenses only with lodging directly billed to the City.

Travel Criteria

Travel that is deemed beneficial to the City shall be authorized by the City Council when one or more of the following criteria are met:

- The travel is necessary to achieve operational and service objectives of the City

Mayor and Council Travel Policy
Adopted by Resolution 2012-15
February 21, 2012

- of Unalaska;
- The travel is necessary to support state or federal efforts which are beneficial to the City of Unalaska;
- The travel is for specific training or attendance at a national or state board meeting, committee meeting, or conference at which the Mayor or Council Member is a municipal representative or at which the exchange of information or participation could reasonably be expected to result in an economic or operational benefit to the City of Unalaska or its residents.

Travel Guidelines

The following travel guidelines will apply to travel for the purpose of conducting City business:

- The per diem allowance, including the rate for Meals and Incidental Expenses (M&IE) will be calculated based on the dates that the traveler will be conducting City-related business. An allowance will not be issued for non-essential travel days.
- Per diem rates, including full per diem and M&IE rates, for travel within Alaska will be based on the rates published by the Department of Defense Special Committee on per diem rates.
- Per diem rates, including full per diem and M&IE rates, for travel in the Continental United States will be based on the schedule published by the GSA for the IRS.
- Per diem rates, including full per diem and M&IE rates, for travel outside the United States will be based on the US Department of State rates published for non-US overseas locations, like Russia and Europe.
- Once an airline reservation has been made for Mayor and/or Council Member travel, all changes to the reservation are the responsibility of the traveler and must be relayed to the Administrative Coordinator in the City Manager's Office when finalized.
- All change fees or additional costs incurred as a result of altering airline reservations for personal reasons are the responsibility of the Mayor or Council Member for which the travel applies, such as meals, taxis and hotel accommodations for return travel for personal business.
- City staff will not be requested to make any personal travel arrangements for Mayor or City Council Member. This includes airline, hotel, and rental car reservations.

Prohibited Travel

Travel under the following conditions shall not be approved when costs are at the expense of the City of Unalaska unless written justification has been prepared by the traveler, and the request is subsequently approved by the Council:

Mayor and Council Travel Policy
Adopted by Resolution 2012-15
February 21, 2012

- Travel by first class air accommodations;
- Travel by more than three (3) Council Members to the same meeting or conference; or
- Travel by other than the most economic and direct route available for purchase.

PROCEDURE:

Mayor and Council Members will adhere to the following procedures when approving and requesting travel:

- An annual travel calendar will be developed and approved by the City Council during the Mayor and Council's budget presentation. The purpose of developing the calendar will be to estimate the Council's travel expenses and interests for the upcoming year.
- At a regular Council meeting at least twenty-one (21) days prior to an upcoming trip, the council will discuss the travel, identify the Council Members to travel, and approve the travel by motion. At this time, an estimate of costs will be provided by staff as well as the status of the travel budget.
- Once Council approves travel by motion in a regular City Council meeting the names of the travelers will be forwarded to the city's Administrative Coordinator who will make the travel arrangements.
- Every attempt will be made to make Travel arrangements no later than twenty-one (21) days prior to departure, but the policy realizes that this may not be possible under some circumstances and provides relief when needed.
- A comprehensive trip report that provides specific details regarding information learned from presentations and/or meetings will be submitted to the City Clerk within fifteen (15) days upon return. A published list of scheduled meetings and presentations in the form of a Conference agenda or a Lobbying meeting schedule may be included in the trip report, but will not qualify as a trip report on its own. A Mayor or Council Member who has not filed a complete trip report for their fellow Council Members, Staff and Public within the guidelines above, will respect the policy and not request travel at the next opportunity unless circumstances beyond their control made it impossible to meet the guidelines. It is the Mayor and the Council's responsibility to hold themselves accountable to the public; individually and as a Governance team.

EXCEPTIONS:

Every effort will be made by the Mayor and Council to follow the policy and listed procedures to reduce costs and staff time. However, when it becomes known that travel which requires the Mayor and/or a Council Member to attend is received with less than 21 days' notice and the procedures as outlined above cannot be followed, the Mayor will contact all available Council Members outlining the need for the travel and the timeline.

Mayor and Council Travel Policy
Adopted by Resolution 2012-15
February 21, 2012

The Mayor will obtain verbal or written approval of four Council Members approving the travel and forward to the Clerk and Administrative Coordinator.

In the event the Mayor is out of town, the Mayor Pro Tern will follow this procedure.

APPROVED

Shirley Marquardt, Mayor

Date

POLICY HISTORY

01-2007

Draft policy received legal review on 1/23/07. New policy adopted by Resolution 2007-03 on January 30, 2007.

02-2012

Reevaluation Date changed to As Needed. Minor corrections made to punctuation and language. Completed TA requirement removed from Procedure.

FY15 COUNCIL TRAVEL BUDGET
0102-0152-55903

	Travellers		Cost per Traveller	Total FY15 Budget
AML Conference - November	4	\$	2,700.00	\$ 10,800.00
SWAMC Conference	4	\$	2,100.00	\$ 8,400.00
Juneau	4	\$	2,400.00	\$ 9,600.00
Washington DC	4	\$	4,700.00	\$ 18,800.00
NPFMC Meeting	4	\$	1,800.00	\$ 7,200.00
Arctic Conferences	4	\$	1,800.00	\$ 7,200.00
Mayor's Travel - SWAMC Fall Board Mtg	1	\$	2,000.00	\$ 2,000.00
AML Winter Board Mtg	1	\$	2,600.00	\$ 2,600.00
AML Summer Board Mtg	1	\$	2,350.00	\$ 2,350.00
TOTAL				\$ 68,950.00