

CITY OF UNALASKA  
UNALASKA, ALASKA

ORDINANCE 2022-17

CREATING BUDGET AMENDMENT #2 TO THE FISCAL YEAR 2023 BUDGET TO (1) INCREASE WAGES, FRINGE BENEFITS AND ASSOCIATED STATE OF ALASKA PERS CONTRIBUTIONS FOR IUOE LOCAL 302 UNION EMPLOYEES COVERING INCREASED WAGE SCALES, LONGEVITY BONUSES AND EDUCATION INCENTIVES FOR THREE COLLECTIVE BARGAINING UNIT AGREEMENTS; (2) RECOGNIZING LOCAL SUPPORT REVENUE OF \$10,834 FROM APIA IN THE GENERAL FUND AND INCREASING THE PCR OPERATING BUDGET BY \$10,834 FOR THE SENIOR EXERCISE PROGRAM; (3) INCREASING MAYOR AND COUNCIL BUDGET BY \$75,000 TO FULLY FUND TWO COMMUNITY FIREWORKS SHOWS; (4) APPROPRIATING AN ADDITIONAL \$252,154 FROM THE ELECTRIC PROPRIETARY FUND FOR THE GENERATOR SETS REBUILD PROJECT; AND (5) APPROPRIATING AN ADDITIONAL \$526,447 FROM THE WATER PROPRIETARY FUND FOR THE PYRAMID WATER TREATMENT PLANT CHLORINE UPGRADE PROJECT

BE IT ENACTED BY THE UNALASKA CITY COUNCIL

- Section 1. Classification: This is a non-code ordinance.  
 Section 2. Effective Date: This ordinance becomes effective upon adoption.  
 Section 3. Content: The City of Unalaska FY23 Budget is amended as follows:

- A. That the following sums of money are hereby accepted and the following sums of money are hereby authorized for expenditure.  
 B. The following are the changes by account line item:

**Amendment No. 2 to Ordinance 2022-10**

	Current	Requested	Revised
<b>I. OPERATING BUDGETS</b>			
<b>A. General Fund</b>			
Sources			
Local Support - APIA	\$ -	\$ 10,834	\$ 10,834
General Fund - Appropriated Fund Balance	6,224,748	957,232	7,181,980
PERS Non-Employer Contribution	747,381	45,398	792,779
	<u>\$ 6,972,129</u>	<u>\$ 1,013,464</u>	<u>\$ 7,985,593</u>
Uses			
Mayor & Council	\$ 432,215	\$ 75,000	\$ 507,215
Clerks	555,515	22,719	578,234
Finance/IS	2,126,285	129,332	2,255,617
Planning	779,777	21,690	801,467
Public Works	6,177,533	418,570	6,596,103
Parks, Culture & Recreation	3,552,906	346,153	3,899,059
	<u>\$ 13,624,231</u>	<u>\$ 1,013,464</u>	<u>\$ 14,637,695</u>
<b>B. Proprietary Funds</b>			
Sources			
Electric Fund - Budgeted use of unrestricted net assets	\$ 3,753,863	\$ 630,832	\$ 4,384,695
Electric Fund - PERS Non-Employer Contribution	145,573	22,311	167,884
Water Fund - Budgeted use of unrestricted net assets	1,644,562	622,988	2,267,550
Water Fund - PERs Non-Employer Contribution	69,642	5,187	74,829
Wastewater Fund - Budgeted use of unrestricted net assets	1,336,158	102,789	1,438,947
Wastewater Fund - PERS Non-Employer Contribution	62,218	5,288	67,506
Solid Waste Fund - Budgeted use of unrestricted net assets	1,429,039	102,467	1,531,506
Solid Waste Fund - PERS Non-Employer Contribution	61,587	5,505	67,092
Ports Fund - Budgeted use of unrestricted net assets	4,235,063	47,574	4,282,637
Ports Fund - PERS Non-Employer Contribution	99,018	2,674	101,692
Airport Fund - Budgeted use of unrestricted net assets	310,348	18,869	329,217
Airport Fund - PERS Non-Employer Contribution	11,409	991	12,400
Housing Fund - Budgeted use of unrestricted net assets	324,744	12,538	337,282
Housing Fund - PERS Non-Employer Contribution	9,399	648	10,047
	<u>\$ 13,492,623</u>	<u>\$ 1,580,661</u>	<u>\$ 15,073,284</u>

	Current	Requested	Revised
Uses			
Transfers to Electric Project	\$ 883,112	\$ 252,154	\$ 1,135,266
Electric Fund - Utility Administration Expenses	5,868,123	74,911	5,943,034
Electric Fund - Power Production Expenses	12,227,482	110,627	12,338,109
Electric Fund - Power Distribution Expenses	1,199,561	203,310	1,402,871
Electric Fund - Vehicle Maintenance	62,557	4,799	67,356
Electric Fund - Facilities Maintenance	126,078	7,342	133,420
Transfers to Water Project	791,061	526,447	1,317,508
Water Fund - Utility Administration Expenses	1,870,677	39,123	1,909,800
Water Fund - Operating Expenses	1,596,254	57,426	1,653,680
Water Fund - Vehicle Maintenance	38,322	2,797	41,119
Water Fund - Facilities Maintenance	59,390	2,382	61,772
Wastewater Fund - Utility Administration Expenses	1,958,143	32,763	1,990,906
Wastewater Fund - Operating Expenses	1,998,824	70,503	2,069,327
Wastewater Fund - Vehicle Maintenance	30,251	2,204	32,455
Wastewater Fund - Facilities Maintenance	60,661	2,607	63,268
Solid Waste Fund - Utility Administration Expenses	1,673,007	19,174	1,692,181
Solid Waste Fund - Operating Expenses	1,962,110	71,900	2,034,010
Solid Waste Fund - Vehicle Maintenance	147,021	8,907	155,928
Solid Waste Fund - Facilities Maintenance	112,313	7,991	120,304
Ports Fund - Harbor Office Expenses	7,024,257	42,807	7,067,064
Ports Fund - Vehicle Maintenance	62,479	4,209	66,688
Ports Fund - Facilities Maintenance	52,096	3,232	55,328
Airport Fund - Admin/Operating Expenses	678,188	5,202	683,390
Airport Fund - Facilities Maintenance	169,289	14,658	183,947
Housing Fund - Admin/Operating Expenses	403,530	1,054	404,584
Housing Fund - Facilities Maintenance	179,113	12,132	191,245
	<u>\$ 41,233,899</u>	<u>\$ 1,580,661</u>	<u>\$ 42,814,560</u>

## II. CAPITAL PROJECT BUDGETS

### A. Public Utilities - Project Budgets

Electric Projects - Generator Sets Rebuild (EL23B)

Sources

Transfers from Electric Operating	\$ 750,000	\$ 252,154	\$ 1,002,154
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Uses

Generator Sets Rebuild (FY23) Project	\$ 750,000	\$ 252,154	\$ 1,002,154
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Water Projects - Pyramid WTP Chlorine Upgrade (WA21A)

Sources

Transfers from Water Operating	\$ 981,500	\$ 526,447	\$ 1,507,947
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Uses

Pyramid WTP Chlorine Upgrade	\$ 981,500	\$ 526,447	\$ 1,507,947
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PASSED AND ADOPTED by a duly constituted quorum of the Unalaska City Council on October 11, 2022.

\_\_\_\_\_  
Vincent M. Tutiakoff, Sr.  
Mayor

ATTEST:

\_\_\_\_\_  
Marjie Veeder, CMC  
City Clerk

- 1) General Fund - Operating Budget
  - Add \$927,630 for 302 Wages & Benefits
  - Add \$10,834 to Rec Program Temp Employees for APIA senior exercise program
  - Add \$75,000 to Council Supplies for fireworks
- 2) Proprietary Funds - Operating Budgets
  - Add \$802,060 for 302 Wages & Benefits
  - Add \$252,154 for Electric Transfers to Capital Projects
  - Add \$526,447 for Water Transfers to Capital Projects
- 3) Electric Fund - Capital Projects Budget
  - Add \$252,154 for Generator Sets Rebuild Project (FY23)
- 4) Water Fund - Capital Projects Budget
  - Add \$526,447 for Pyramid WTP Chlorine Upgrades Project

	<u>Org</u>	<u>Object</u>	<u>Current</u>	<u>Requested</u>	<u>Revised</u>
<b>1) General Fund - Operating Budget</b>					
<b>Sources:</b>					
PCR Private Contributions	01012047	47400	0	10,834	10,834
Appropriated Fund Balance	01010049	49900	6,224,748	957,232	7,181,980
PERS Non-Employer Contributions	01010041	42355	747,381	45,398	792,779
<b>Uses:</b>					
<b>Mayor &amp; Council</b>					
General Supplies	1020152	56100	40,000	75,000	115,000
<b>Clerks</b>					
Salaries and Wages	01020551	51100	245,361	17,151	262,512
FICA & Medicare Emplr Match	01020551	52200	20,034	1,127	21,161
PERS Employer Contribution	01020551	52300	72,523	4,441	76,964
<b>Finance</b>					
Salaries and Wages	01020651	51100	563,254	79,920	643,174
FICA & Medicare Emplr Match	01020651	52200	44,520	6,113	50,633
PERS Employer Contribution	01020651	52300	165,936	21,683	187,619
<b>Information Systems</b>					
Salaries and Wages	01020751	51100	222,443	16,029	238,472
FICA & Medicare Emplr Match	01020751	52200	17,429	1,224	18,653
PERS Employer Contribution	01020751	52300	61,182	4,363	65,545
<b>Planning</b>					
Salaries and Wages	01020851	51100	377,871	15,745	393,616
FICA & Medicare Emplr Match	01020851	52200	30,231	1,204	31,435
PERS Employer Contribution	01020851	52300	107,905	4,741	112,646
<b>DPW Administration</b>					
Salaries and Wages	01022051	51100	335,094	27,324	362,418
FICA & Medicare Emplr Match	01022051	52200	25,946	2,091	28,037
PERS Employer Contribution	01022051	52300	98,233	7,322	105,555
<b>Roads</b>					
Salaries and Wages	01022251	51100	877,263	113,999	991,262
Temporary Employees	01022251	51200	36,088	3,609	39,697
FICA & Medicare Emplr Match	01022251	52200	73,314	9,000	82,314
PERS Employer Contribution	01022251	52300	271,671	29,507	301,178

	<u>Org</u>	<u>Object</u>	<u>Current</u>	<u>Requested</u>	<u>Revised</u>
<b>Supply</b>					
Salaries and Wages	01022351	51100	156,157	43,065	199,222
FICA & Medicare Emplr Match	01022351	52200	12,184	2,926	15,110
PERS Employer Contribution	01022351	52300	46,712	10,590	57,302
<b>Vehicle Maintenance</b>					
Salaries and Wages	01022851	51100	436,092	58,914	495,006
FICA & Medicare Emplr Match	01022851	52200	34,542	4,509	39,051
PERS Employer Contribution	01022851	52300	131,499	13,745	145,244
<b>Facilities Maintenance</b>					
Salaries and Wages	01022951	51100	458,731	69,200	527,931
Temporary Employees	01022951	51200	40,459	2,080	42,539
FICA & Medicare Emplr Match	01022951	52200	39,729	5,266	44,995
PERS Employer Contribution	01022951	52300	139,335	15,423	154,758
<b>Rec Programs</b>					
Salaries and Wages	01023251	51100	355,454	77,783	433,237
Temporary Employees	01023251	51200	30,000	10,834	40,834
FICA & Medicare Emplr Match	01023251	52200	31,170	5,216	36,386
PERS Employer Contribution	01023251	52300	102,209	19,326	121,535
<b>Community Center</b>					
Salaries and Wages	01023351	51100	375,009	106,968	481,977
FICA & Medicare Emplr Match	01023351	52200	30,216	7,266	37,482
PERS Employer Contribution	01023351	52300	84,030	18,460	102,490
<b>Library</b>					
Salaries and Wages	01023451	51100	328,059	60,122	388,181
FICA & Medicare Emplr Match	01023451	52200	26,512	4,600	31,112
PERS Employer Contribution	01023451	52300	80,299	14,299	94,598
<b>Aquatics Center</b>					
Salaries and Wages	01023551	51100	249,388	15,446	264,834
FICA & Medicare Emplr Match	01023551	52200	19,459	1,182	20,641
PERS Employer Contribution	01023551	52300	52,574	4,651	57,225
<b>2) Electric Fund - Operating Budget</b>					
<b>Sources:</b>					
Budgeted use of unrestricted net assets	50015049	49910	3,753,863	630,832	4,384,695
PERS Non-Employer Contributions	50015041	42355	145,573	22,311	167,884
<b>Uses:</b>					
<b>Transfers Out</b>					
Transfers to Enterprise Capital Projects	50029854	49940	883,112	252,154	1,135,266
<b>Electric - Utility Administration</b>					
Salaries and Wages	50024051	51100	427,003	55,994	482,997
FICA & Medicare Emplr Match	50024051	52200	32,942	4,136	37,078
PERS Employer Contribution	50024051	52300	124,669	14,781	139,450
<b>Electric Production</b>					
Salaries and Wages	50024151	51100	754,648	83,038	837,686
FICA & Medicare Emplr Match	50024151	52200	60,962	6,077	67,039
PERS Employer Contribution	50024151	52300	233,230	21,512	254,742
<b>Electric Line Repair</b>					
Salaries and Wages	50024251	51100	512,815	149,310	662,125
FICA & Medicare Emplr Match	50024251	52200	42,137	9,645	51,782
PERS Employer Contribution	50024251	52300	162,569	44,355	206,924

	<b>Org</b>	<b>Object</b>	<b>Current</b>	<b>Requested</b>	<b>Revised</b>
<b>Electric (Vehicle Maint.)</b>					
Salaries and Wages	50022851	51100	27,153	3,665	30,818
FICA & Medicare Emplr Match	50022851	52200	2,150	279	2,429
PERS Employer Contribution	50022851	52300	8,187	855	9,042
<b>Electric (Facilities Maint.)</b>					
Salaries and Wages	50022951	51100	39,516	5,587	45,103
FICA & Medicare Emplr Match	50022951	52200	3,116	425	3,541
PERS Employer Contribution	50022951	52300	11,815	1,330	13,145
<b>Water Fund - Operating Budget</b>					
<b>Sources:</b>					
Budgeted use of unrestricted net assets	51015549	49910	1,644,562	622,988	2,267,550
PERS Non-Employer Contributions	51015541	42355	69,642	5,187	74,829
<b>Uses:</b>					
<b>Transfers Out</b>					
Transfers to Enterprise Capital Projects	51029854	59940	791,061	526,447	1,317,508
<b>Water - Utility Administration</b>					
Salaries and Wages	51024051	51100	262,704	29,248	291,952
FICA & Medicare Emplr Match	51024051	52200	20,189	2,164	22,353
PERS Employer Contribution	51024051	52300	76,236	7,711	83,947
<b>Water - Operations</b>					
Salaries and Wages	51024351	51100	562,496	40,856	603,352
Temporary Employees	51024351	51200	28,714	2,881	31,595
FICA & Medicare Emplr Match	51024351	52200	47,866	3,073	50,939
PERS Employer Contribution	51024351	52300	173,733	10,616	184,349
<b>Water (Vehicle Maint.)</b>					
Salaries and Wages	51022851	51100	15,839	2,136	17,975
FICA & Medicare Emplr Match	51022851	52200	1,256	161	1,417
PERS Employer Contribution	51022851	52300	4,775	500	5,275
<b>Water (Facilities Maint.)</b>					
Salaries and Wages	51022951	51100	12,824	1,810	14,634
FICA & Medicare Emplr Match	51022951	52200	999	142	1,141
PERS Employer Contribution	51022951	52300	3,816	430	4,246
<b>Wastewater Fund - Operating Budget</b>					
<b>Sources:</b>					
Budgeted use of unrestricted net assets	52016049	49910	1,336,158	102,789	1,438,947
PERS Non-Employer Contributions	52016041	42355	62,218	5,288	67,506
<b>Uses:</b>					
<b>Wastewater - Utility Administration</b>					
Salaries and Wages	52024051	51100	219,066	24,515	243,581
FICA & Medicare Emplr Match	52024051	52200	16,774	1,805	18,579
PERS Employer Contribution	52024051	52300	63,636	6,443	70,079
<b>Wastewater - Operations</b>					
Salaries and Wages	52024551	51100	501,855	51,331	553,186
Temporary Employees	52024551	51200	28,714	2,881	31,595
FICA & Medicare Emplr Match	52024551	52200	43,224	3,967	47,191
PERS Employer Contribution	52024551	52300	156,982	12,324	169,306
<b>Wastewater (Vehicle Maint.)</b>					
Salaries and Wages	52022851	51100	12,442	1,684	14,126
FICA & Medicare Emplr Match	52022851	52200	988	127	1,115
PERS Employer Contribution	52022851	52300	3,751	393	4,144

	<b>Org</b>	<b>Object</b>	<b>Current</b>	<b>Requested</b>	<b>Revised</b>
<b>Wastewater (Facilities Maint.)</b>					
Salaries and Wages	52022951	51100	13,995	1,981	15,976
FICA & Medicare Emplr Match	52022951	52200	1,721	154	1,875
PERS Employer Contribution	52022951	52300	6,629	472	7,101
<b>Solid Waste Fund - Operating Budget</b>					
<b>Sources:</b>					
Budgeted use of unrestricted net assets	53016549	49910	1,429,039	102,467	1,531,506
PERS Non-Employer Contributions	53016541	42355	61,587	5,505	67,092
<b>Uses:</b>					
<b>Solid Waste - Utility Administration</b>					
Salaries and Wages	53024051	51100	179,631	14,359	193,990
FICA & Medicare Emplr Match	53024051	52200	13,709	1,057	14,766
PERS Employer Contribution	53024051	52300	52,073	3,758	55,831
<b>Solid Waste - Operations</b>					
Salaries and Wages	53024751	51100	476,334	51,325	527,659
Temporary Employees	53024751	51200	27,903	2,787	30,690
FICA & Medicare Emplr Match	53024751	52200	41,635	4,140	45,775
PERS Employer Contribution	53024751	52300	148,543	13,648	162,191
<b>Solid Waste (Vehicle Maint.)</b>					
Salaries and Wages	53022851	51100	50,342	6,801	57,143
FICA & Medicare Emplr Match	53022851	52200	3,983	520	4,503
PERS Employer Contribution	53022851	52300	15,177	1,586	16,763
<b>Solid Waste (Facility Maint.)</b>					
Salaries and Wages	53022951	51100	43,023	6,079	49,102
FICA & Medicare Emplr Match	53022951	52200	3,382	464	3,846
PERS Employer Contribution	53022951	52300	12,861	1,448	14,309
<b>Ports and Harbors Fund - Operating Budget</b>					
<b>Sources:</b>					
Budgeted use of unrestricted net assets	54017049	49910	4,235,063	47,574	4,282,637
PERS Non-Employer Contributions	54017041	42355	99,018	2,674	101,692
<b>Uses:</b>					
<b>Harbor Office</b>					
Salaries and Wages	54025051	51100	629,033	31,810	660,843
FICA & Medicare Emplr Match	54025051	52200	48,467	2,404	50,871
PERS Employer Contribution	54025051	52300	179,912	8,593	188,505
<b>Ports (Vehicle Maint.)</b>					
Salaries and Wages	54022851	51100	23,754	3,212	26,966
FICA & Medicare Emplr Match	54022851	52200	1,882	248	2,130
PERS Employer Contribution	54022851	52300	7,162	749	7,911
<b>Ports (Facilities Maint.)</b>					
Salaries and Wages	54022951	51100	17,438	2,458	19,896
FICA & Medicare Emplr Match	54022951	52200	1,357	188	1,545
PERS Employer Contribution	54022951	52300	5,164	586	5,750
<b>Airport Fund - Operating Budget</b>					
<b>Sources:</b>					
Budgeted use of unrestricted net assets	55017549	49910	310,348	18,869	329,217
PERS Non-Employer Contributions	55017541	42355	11,409	991	12,400

	<u>Org</u>	<u>Object</u>	<u>Current</u>	<u>Requested</u>	<u>Revised</u>
<b>Uses:</b>					
<b>Airport Admin/Operations</b>					
Salaries and Wages	55025651	51100	66,011	3,858	69,869
FICA & Medicare Emplr Match	55025651	52200	4,986	296	5,282
PERS Employer Contribution	55025651	52300	18,949	1,048	19,997
<b>Airport (Facilities Maint.)</b>					
Salaries and Wages	55022951	51100	78,313	11,169	89,482
FICA & Medicare Emplr Match	55022951	52200	6,237	856	7,093
PERS Employer Contribution	55022951	52300	23,410	2,633	26,043
<b>Housing Fund - Operating Budget</b>					
<b>Sources:</b>					
Budgeted use of unrestricted net assets	56018049	49910	324,744	12,538	337,282
PERS Non-Employer Contributions	56018041	42355	9,399	648	10,047
<b>Uses:</b>					
<b>Housing Admin &amp; Operating</b>					
Salaries and Wages	56025851	51100	49,274	783	50,057
FICA & Medicare Emplr Match	56025851	52200	3,798	60	3,858
PERS Employer Contribution	56025851	52300	14,045	211	14,256
<b>Housing (Facilities Maint.)</b>					
Salaries and Wages	56022951	51100	65,299	9,230	74,529
FICA & Medicare Emplr Match	56022951	52200	5,471	706	6,177
PERS Employer Contribution	56022951	52300	20,851	2,196	23,047
<b>3) Electric Fund - Capital Project Budgets</b>					
<b>Sources:</b>					
Generator Sets Rebuild Project (FY23)					
Transfers From Proprietary Operating	50119848-49130-EL23B		750,000	252,154	1,002,154
<b>Uses:</b>					
Generator Sets Rebuild Project (FY23)					
Repair/Maintenance Services	50125053-54300-EL23B		716,923	252,154	969,077
Transfers From Proprietary Operating	50125053-54300-EL23B		33,077	0	33,077
<b>4) Water Fund - Capital Project Budgets</b>					
<b>Sources:</b>					
Pyramid WTP Chlorine Upgrades Project					
Transfers From Proprietary Operating	51119848-49130-WA21A		981,500	526,447	1,507,947
<b>Uses:</b>					
Pyramid WTP Chlorine Upgrades Project					
Engineering & Architecture	51125553-53240-WA21A		108,819	66,120	174,939
Other Professional	51125553-53300-WA21A		27,500	0	27,500
Construction Services	51125553-54500-WA21A		441,475	460,327	901,802
Telephone/Fax/TV	51125553-55310-WA21A		290	0	290
Advertising	51125553-55901-WA21A		284	0	284
Contingency	51125553-55912-WA21A		118,081	0	118,081
Machinery & Equipment	51125553-57400-WA21A		285,051	0	285,051

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## MEMORANDUM TO COUNCIL

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To: Mayor and City Council Members  
From: Clay Darnell, Interim Finance Director  
Through: Chris Hladick, Interim City Manager  
          Bil Homka, Acting City Manager  
Date: September 27, 2022  
Re: Ordinance 2022-17, FY23 Budget Amendment #2, funding for the three IUOE  
      302 Collective Bargaining Agreements

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**SUMMARY:** This budget amendment fully funds the Council approved Collective Bargaining Agreements (CBAs) for three units of the International Union of Operating Engineers Local 302 (IUOE). The total cost to the City for this implementation is \$1,729,690. The cost to each department is itemized on the Budget Amendment spreadsheet.

**PREVIOUS COUNCIL ACTION:** Council approved three separate CBAs with IUOE on May 24, 2022.

**BACKGROUND:** Every three years the City and IUOE Local 302 bargaining units enter contract negotiations to agree upon CBAs for a new three-year term. The three bargaining units include (1) City Hall, (2) DPU/W and (3) PCR. Council approved all three CBAs on May 24, 2022.

**DISCUSSION:** This budget amendment will fund the implementation of the CBAs. The breakdown of the funding is:

<b>51100</b> Salaries and Wages	\$1,293,905
<b>51200</b> Temporary Employees	\$14,238
<b>52200</b> Payroll Taxes	\$94,818
<b>52300</b> PERS	<u>\$326,729</u>
	\$1,729,690

A total of \$1,729,690 is the cost to fully fund the Council approved CBAs.

**ALTERNATIVES:** Council could choose not to implement the approved changes for the CBAs.

**FINANCIAL IMPLICATIONS:** The total cost to the City is \$1,729,690. The cost to each department is itemized on the Budget Amendment Spreadsheet.

**LEGAL:** None

**STAFF RECOMMENDATION:** Staff recommends adoption.

**PROPOSED MOTION:** I move to introduce Ordinance 2022-17 and schedule it for second reading and public hearing on October 11, 2022.

**CITY MANAGER COMMENTS:** I support staff's recommendation.



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## MEMORANDUM TO COUNCIL

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To: Mayor and City Council Members  
From: Roger Blakeley, PCR Director  
Through: Chris Hladick, Interim City Manager  
Bil Homka, Acting City Manager  
Date: September 27, 2022  
Re: Ordinance 2022-17, creating FY23 Budget Amendment #2, to receive \$10,834.20 from the Aleutian Pribilof Islands Association to pay an instructor for the Senior Exercise Program

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**SUMMARY:** Ordinance 2022-17 accepts \$10,834.20 to fund the Senior Exercise Program.

**PREVIOUS COUNCIL ACTION:** In 2019, Council approved a similar request for \$7,000 to start the program. The program was successful, with funding from APIA. Due to the COVID-19 pandemic and the inability to offer regular instructor led classes in FY21 this funding request was not made in 2020. Council approved a similar budget amendment for \$7,200.00 in FY22 which allowed PCR to continue offering this programming in partnership with APIA.

**BACKGROUND:** The Aleutian Pribilof Islands Association (APIA) partnered with the Department of Parks, Culture and Recreation (PCR) to develop a senior exercise program, held at the Unalaska Senior Center. APIA received a grant to fund the program and is working with PCR to provide an instructor. PCR requests a budget amendment to allocate an additional \$10,834.20 to 01023251-51200 (Temporary Employees) to hire the instructor for this program. This amount reflects the amount of money APIA received to fund the personnel portion of the program.

PCR will invoice APIA for the hours worked by the instructor and we will receive reimbursement for those hours up to the \$10,834.20 outlined in the APIA grant. The result is \$0 net loss to the city, and gives PCR the ability to provide a much-needed senior exercise class in cooperation with APIA. The program will end when the grant funds are exhausted.

**DISCUSSION:** Staff requests \$10,834.20 to pay the Instructor for the Senior Exercise Class held up to three times per week. Without this grant funding PCR would not be able to offer this senior exercise program to the community.

**ALTERNATIVES:** Council may choose to approve the budget amendment and fund the program; or not approve the funding and cancel the program.

**FINANCIAL IMPLICATIONS:** None

**LEGAL:** None

**STAFF RECOMMENDATION:** Staff recommends adoption.

**PROPOSED MOTION:** I move to introduce Ordinance 2022-17 and schedule it for second reading and public hearing on October 11, 2022.

**CITY MANAGER COMMENTS:** I support staff's recommendation.

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## MEMORANDUM TO COUNCIL

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To: Mayor and City Council Members  
From: Ben Knowles, Acting Fire Chief  
Through: Chris Hladick, Interim City Manager  
          Bil Homka, Acting City Manager  
Date: September 27, 2022  
Re: Budget Amendment request for fireworks shows to be held New Year's Eve and  
      Independence Day 2022

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**SUMMARY:** The City has sponsored fireworks shows for many years. Due to increased vendor costs, as well as cost increases for fireworks materials, shipping, travel and the need to repair equipment, a budget amendment of \$75,000 is being requested in order to put on two fireworks shows (New Year's Eve 2022 and 4<sup>th</sup> of July 2023).

**PREVIOUS COUNCIL ACTION:** Council approved the FY23 Operating Budget on June 28, 2022, with Ordinance 2022-23, which included \$35,000 for fireworks shows. This budget line contains an additional \$5,000 for miscellaneous supplies, which can be used for fireworks expenses.

On September 13, 2022, Council directed the City Manager to provide a New Year's Eve fireworks show, along with a budget amendment to cover the costs for the fireworks trailer and a 4<sup>th</sup> of July fireworks show.

**BACKGROUND AND DISCUSSION:** City funded fireworks displays have been a long time community event. Shows prior to FY20 were awarded to a pyrotechnics company that is no longer in business. That company offered the city an extremely appealing package for a commercial 1.3g fireworks display that was well below the market value and city employees provided much of the labor for the build and firing of the show. The average cost per show from 2014-2019 was about \$20,500 per show.

During the COVID-19 pandemic the city opted to cancel the NYE 2021 show in the best interest of the community's health. The Alaska State Firefighters Association (ASFA) – Unalaska Chapter was able to fund a smaller non-commercial 1.4g show with no cost to the City by solicitation of donation as a registered 501(c)(3) non-profit from Gorilla Fireworks LLC of Houston, Alaska. 1.4g fireworks are considered to be "over-the-counter" explosives and are available to the general public. They are heavily regulated on size and weight of explosive which provides a very restricted display. Since the NYE 2021 display, ASFA has shot a one show per fiscal year with help from a community support grant. This has allowed the city to only be financially responsible for one display per fiscal year, which has made the budget adequate. ASFA has been battling staffing issues and is at a point where continuing to organize and coordinate the 1.4g displays is becoming overly taxing to the remaining members. Although recruitment efforts are in full swing, the likelihood that the organization is able and willing to handle another fireworks display commitment is slim.

The fireworks equipment is in need of repair or replacement. DPW staff worked to create a dedicated fireworks trailer to mitigate incurring repair costs to their low-boy trailer following a fireworks display. Because of the nature of this event, ultimately there was damage being done

to the equipment used for firing the display. This includes damage to mortar tubes, mortar racks, wiring boards, and DPW's low-boy trailer. There has always been a small contingency of equipment that could be utilized in cases where something failed or there wasn't enough of, which has now been used, mostly beyond repair or is outdated and unsafe to use any further. We are requesting a one-time funding cost of \$25,000 in FY23 for replacement of broken equipment.

After some discussion with pyrotechnic companies in the Anchorage area, the unofficial cost for a show that meets the last issued RFP is \$35,000 per show, which does not include air travel, rental vehicle, hotel, and per diem for the pyro technician, which is estimated at an additional \$5,000. This leaves no funding for contingency, repairs to the trailer or an additional show on 4<sup>th</sup> of July 2023.

We request an additional \$75,000 be added to the FY23 budget, as follows:

Equipment and trailer build/repair	\$25,000
4 <sup>th</sup> of July Show	\$40,000
Contingency for FY23 shows	<u>\$10,000</u>
Total:	\$75,000

**ALTERNATIVES:** Council could choose to:

1. Discontinue community fireworks shows and return the \$35,000 budgeted to the general fund.
2. Fund one show per fiscal year:
  - a. But still need to provide funding to repair equipment.
  - b. Scale down the size the duration of the show in order not to exceed the \$35,000 presently budgeted.

**FINANCIAL IMPLICATIONS:** If approved, \$75,000 to be transferred from the general fund to council's budget for FY23.

**LEGAL:** None.

**STAFF RECOMMENDATION:** Based on Council's Directive to the City Manager, staff recommends approval.

**PROPOSED MOTION:** I move to introduce Ordinance 2022-17 and schedule it for public hearing and second reading on October 11, 2022.

**CITY MANAGER COMMENTS:** I support the Staff Recommendation.

Note: Responses from Staff to questions from Council on September 27, 2022 are included following this memo.

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## MEMORANDUM TO COUNCIL

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To: Mayor and City Council Members  
From: Steve Tompkins, Acting Director of Public Utilities  
Through: Chris Hladick, Interim City Manager  
          Bil Homka, Acting City Manager  
Date: September 27, 2022  
Re: Ordinance 2022-17, Creating Budget Amendment #2 to the Fiscal Year 2023  
      Budget Adding \$252,154 to Capital Project EL23B Generator Sets Rebuild  
      (FY23)

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**SUMMARY:** This budget Amendment Request consists of a transfer of \$252,154 from the Electric Proprietary Fund to Capital Project EL23B Generator Sets Rebuild, increasing the budget to \$1,002,154.

**PREVIOUS COUNCIL ACTION:** City Council approved Ordinance 2022-10 on June 28, 2022, adopting the FY23 Operating and Capital Budget, allocating \$750,000 to the FY23 Generator Sets Rebuild Project.

**BACKGROUND:** Each fiscal year since FY18, staff estimates which gensets will need major work based on the hour meters, overall condition, and known issues. There is generally a 30% contingency added to allow for unexpected failures that need immediate attention. This system has generally worked well with significant portions of the budget returned to the proprietary fund budgetary reserves at the end of each year:

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual</u>
FY18	\$ 1,267,306.00		\$ 750,171.66
FY19	\$ 1,292,652.00		\$ 516,889.52
FY20	\$ 1,714,056.00	\$ 2,097,683.00	\$ 1,920,749.83
FY21	\$ 1,748,338.00		\$ 978,547.44
FY22	\$ 500,000.00		\$ 295,718.38
FY23	\$ 750,000.00		\$ 714,863.37 Encumbered to date

**DISCUSSION:** There are three primary unanticipated issues in FY23 that contributed to exceeding the original budget of \$750,000, intended to fully fund a scheduled in-frame overhaul of Caterpillar Unit #13:

- Inflationary factors and supply chain issues increased the price of the planned rebuild to \$762,481, with almost \$700,000 in parts. Previous rebuilds on the Cats have been in the \$300,000 - \$400,000 range.
- Severe storm events increased water intrusion into the Valley Power Module container, ultimately shorting out the generator. It is over \$82,000 to remove the generator portion of the genset and get the stator rewound and the unit reconditioned in Seattle. Staff are

exploring options for a better generator enclosure for improved protection from the elements and noise abatement. The old container currently housing the genset should be replaced in the next budget cycle.

- The Wartsila cylinder heads that were rebuilt on-site by Motor-Services Hugo Stamp (MSHS) in FY20 are failing prematurely at the exhaust seats due to non-OEM parts and improper seat installation. There are four heads sitting in the Surrey, British Columbia Wartsila workshop awaiting a purchase order to proceed with rebuilds, and staff have used the two new heads from inventory to keep one of the units on-line.

Breakdown usage of funds requested:

**Unanticipated Rebuild Expenses**

Item	Provided By	Amount
Labor and Misc. to Perform In-frame Overhaul on #13	NC Power	\$ 77,000
Remove and Re-install Generator UVPM	NC Power	\$ 15,905
Rewind Stator and Recondition UVPM Generator	Delta Electric Motors	\$ 52,995
Ocean Freight for Generator RT Seattle	Coastal	\$ 14,000
Rebuild Four Cylinder Heads and Two Turbos	Wartsila	\$ 92,254
	<b>Total</b>	<b>\$ 252,154</b>

**ALTERNATIVES:** Unalaska Power Division’s Certificate of Fitness from the Alaska Energy Authority states we are required to keep all electrical generating equipment in good running condition.

**FINANCIAL IMPLICATIONS:** EL23B – The proposed budget for the Capital Project is set out as follows:

Generator Sets Rebuild (FY23) - MUNIS Project EL23B								
Account Number	Description	Original Budget	Transfers	Revised Budget	Expensed & Encumbered	Available	This Request	Proposed Revised Budget
50125053-54300-EL23B	Repair/Maint. Services	\$576,923.00	\$140,000.00	\$716,923.00	\$714,863.37	\$2,059.63	\$252,154.00	\$969,077.00
50125053-55912-EL23B	Contingency	\$173,077.00	-\$140,000.00	\$33,077.00		\$33,077.00		\$33,077.00
								\$1,002,154.00

**LEGAL:** N/A

**STAFF RECOMMENDATION:** Staff recommends approval of this budget amendment.

**PROPOSED MOTION:** I move to introduce Ordinance 2022-17 and schedule it for public hearing and second reading on October 11, 2022.

**CITY MANAGER COMMENTS:** I support staff’s recommendation.

**ATTACHMENTS:** None.

## Marjorie Veeder

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**From:** Marjorie Veeder  
**Sent:** Tuesday, October 4, 2022 10:18 AM  
**To:** Alejandro Tungul; Chris Hladick; Daneen Looby; Darin Nicholson; Dennis Robinson; Mayor Tutiakoff; Shari Coleman; Thomas D. Bell  
**Subject:** FW: Questions from 9/27/22 Council Meeting  
**Attachments:** DH30681 City Power House #13.pdf; MSHS Warranty.pdf

Mayor and Council (copy City Manager):

Please see email below (and attachments) from Acting Utility Director Steve Tompkins, responding to council questions from the September 27 council meeting.

*Marjie Veeder*

City Clerk  
CITY OF UNALASKA  
(907) 581-1251 ext. 2104

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**From:** Steve Tompkins  
**Sent:** Monday, October 3, 2022 8:02 PM  
**To:** Marjorie Veeder  
**Cc:** Chris Hladick; Bil Homka  
**Subject:** Questions from 9/27/22 Council Meeting

Hi Marjie,

Thank you for providing audio from the portion of the council meeting that I had to miss. I identified five questions – three from Council Member Bell, and two from Vice Mayor Robinson – which I have answered below:

### **Introduction**

Beginning in FY22, Staff began budgeting the Generator Sets Rebuild project closer to the anticipated cost, with a narrower contingency. In previous years the project had generally come in well under the budget, with the unused portion returned to the proprietary fund. The problem with this budgeting model is that when rate studies are conducted, the rate analyst looks at these future budgets for all capital spending, and sets the rates accordingly. For background information, this is how this project was originally budgeted, taken from the June 2020 Capital Projects Update, page 80:

Revenue Source	Appropriated Funds	Fiscal Year Funding Requests					
		FY20	FY21	FY22	FY23	FY24	Total
General Fund (DEPT)							
1% Sales Tax							
Grant							
Proprietary Fund		1,714,056	1,748,338	1,783,305	1,818,970	1,855,350	8,920,019
<b>TOTALS \$</b>	-	1,714,056	1,748,338	1,783,305	1,818,970	1,855,350	8,920,019

Requested Funds:

113

You can see that FY22 was originally budgeted for \$1,783,338 (reduced by Staff to \$500,000, \$295,718 total was used), and FY23 was originally budgeted for \$1,818,970 (reduced by Staff to \$750,000, BA #2 to increase to \$1,002,154). The anticipated total spent for FY22 & FY23 will be \$1,297,872, **\$47,872 more** than the budget for the two years, but **\$2,304,403 less** than the original budget for these two years.

By budgeting closer, Staff feels this is more transparent, and allows more accurate capital spending projections, in turn allowing more accurate utility rates. The downside is, of course, needing a budget amendment due to unforeseen circumstances beyond a normal contingency.

As a reminder, these are the project budgets from FY18 to the present:

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual</u>
<b>FY18</b>	<b>\$ 1,267,306.00</b>		<b>\$ 750,171.66</b>
<b>FY19</b>	<b>\$ 1,292,652.00</b>		<b>\$ 516,889.52</b>
<b>FY20</b>	<b>\$ 1,714,056.00</b>	<b>\$ 2,097,683.00</b>	<b>\$ 1,920,749.83</b>
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<b>FY22</b>	<b>\$ 500,000.00</b>		<b>\$ 295,718.38</b>
<b>FY23</b>	<b>\$ 750,000.00</b>		<b>\$ 714,863.37 Encumbered to date</b>

These are the questions from the September 27, 2022 City Council Meeting:

Council Member Bell:

- Question: Needs proof that Cat parts prices have increased.**

**Answer:** NC Machinery have always been quite good about quoting what parts are needed for a rebuild, and they normally come in a little under from their quote. Quote #DH30681 is attached totaling \$762,481.03, with \$689,481.03 in parts which have already been ordered in July due to the 12-14 week lead time. Staff has no reason to believe this quote will not be very close after the work is performed and invoiced in November.

- Question: Storms have decreased in past 20 years, how did water get inside the container and short out the generator?**

**Answer:** The container housing the generator is in very poor shape; some opinions place it's age at 50+ years old. Facilities Maintenance has made attempts at patching and repairing when winds tear portions off the structure, but there is no question it needs to be replaced. In 2020 it was hoped that geothermal was closer, and that perhaps we could abandon the Valley Power Module entirely as a purpose-built enclosure is quite expensive.

3. **Question: Is there any warranty on the MSHS work that would reduce costs?**

**Answer:** No. Wartsila will not warranty the heads because non-OEM parts and 3<sup>rd</sup> party labor was used, and MSHS only warranties their work for 60 days (copy of warranty attached).

Vice Mayor Robinson:

4. **Question: Do we have any generators down besides the one in the valley?**

**Answer:** Yes. We have scavenged heads off one of the Wartsilas (Unit #10) to use on #11. The heads required to restore #10 to full service are in a Canada workshop awaiting a purchase order to proceed with the rebuilds. Staff will issue the purchase order upon approval of Budget Amendment #2.

5. **Question: I saw exhaust from a genset running in the old powerhouse. I thought we were no allowed to run those anymore?**

**Answer:** Cat Unit #8 and 9 in the old powerhouse were re-permitted under Permit No. AQ0215TVP04, Revision 1, effective July 31, 2020. Staff have use those smaller units as needed since then, especially in the shoulder seasons. They are very useful for being more precise with the load, but they have been challenging in other ways – like frequency control. Sorry about your clocks! Even Matt Scott is scratching his head.

I hope this information helps answer any questions, and my apologies for having to leave in mid-meeting.

Best regards,

Steve Tompkins

Acting Director of Public Utilities  
City of Unalaska  
Work: (907) 581-1260, ext 8108  
Cell: (907) 359-6751

Service – Integrity – Courage - Excellence



NC POWER SYSTEMS



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Tukwila, WA 98138-1201

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PO BOX 610
UNALASKA AK 99685-0610

SHIP TO
CITY OF UNALASKA
NOA 581-1251
PO BOX 610
UNALASKA, AK 99685

Table with columns: INVOICE NUMBER, INVOICE DATE, CUSTOMER NUMBER, CUSTOMER ORDER NUMBER, STORE, DIV, SALESMAN, TERMS, PAGE, PSO/WO NO., DOC. DATE, PC, LC, MC, SHIP VIA, INV SEQ. NO., MAKE, MODEL, SERIAL NUMBER, EQUIPMENT NUMBER, METER READING, MACHINE ID NO., QUANTITY, ITEM, N/R, DESCRIPTION, UNIT PRICE, EXTENSION

\* \* \* REPAIR ESTIMATE/QUOTE \* \* \*

EXPIRATION DATE: 07/20/22

CITY #13

ESTIMATE FOR INFRAME OVERHAUL
ESTIMATE ASSUMES GOOD CORES AND CASTINGS
ADDITIONAL PARTS AND LABOR MAYBE REQUIRED
ESTIMATE IS BASED ON STOCK ORDERED PARTS
12-16-WEEKS LEAD TIME ON STOCK ORDERED PARTS
ASSUMES CREW WILL LOAD AND UNLOAD PARTS
APPLICATION AND INSTALLATION MAY AFFECT LABOR
ESTIMATE

OVERHAUL ENGINE
INFRAME BEFORE FAILURE

LAST TEO DH25552 @18799 6-2018

QUOTED PTS 689481.03 \*
ESTIMATED LBR 65500.00 \*
ESTIMATED MSC 6500.00 \*

CONSUMABLES 600.00 T
ENVIROMENTAL FEE 400.00 T

TAX EXEMPTION LICENSE LOCAL GOVERNMENT

This Sale is subject to all terms and conditions set forth in the NC Power Systems Work Authorization, including LIMITED WARRANTY AND RELEASE AND EXCLUSION OF LIABILITIES set forth on that Order.

TERMS: ALL PARTS AND SERVICE INVOICES ARE DUE THE 10TH OF THE MONTH FOLLOWING THE DATE OF PURCHASE. MACHINE INVOICES NET 10 DAYS FROM DATE OF INVOICE.

Each payment or sum past due shall bear a late payment charge of the lesser of 1 1/2% per month, which is an annual percentage rate of 18%, or an amount not to exceed the highest rate permitted by law.



Table with 2 columns: PAY THIS AMOUNT, AMOUNT CREDIT. Value: 762481.03

Merchandise cannot be returned for credit without our prior approval and only in accordance with our Parts Return Policy. A copy of the policy is available upon request.

**NC POWER SYSTEMS**



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NOA 581-1251  
PO BOX 610  
UNALASKA, AK 99685

INVOICE NUMBER	INVOICE DATE	CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	STORE	DIV	SALESMAN	TERMS	PAGE
DH30681	06-07-22	9993033 #13		52	E	JMS	2	5
PSO/WO NO.	DOC. DATE	PC	LC	MC	SHIP VIA		INV SEQ NO.	
DH30681	04-20-22	10	10	10			1	
MAKE	MODEL	SERIAL NUMBER		EQUIPMENT NUMBER	METER READING		MACHINE ID NO.	
AA	C280	0NKB00148		UNIT 13			A080463A	
QUANTITY	ITEM	N/R	DESCRIPTION		UNIT PRICE		EXTENSION	

\* \* \* REPAIR ESTIMATE/QUOTE \* \* \*  
\* \* \* INVOICE PARTS LIST \* \* \*

6	0L-1352		CAP SCREW		1.57		9.42	
1	0R-2770		OIL PUMP G		5735.91		5735.91	
3	0R-5546		CORE AS-OIL		4648.48		13945.44	
5	0S-1594		CAP SCREW		.53		2.65	
2	1A-8063		CAPSCREW		4.62		9.24	
2	1D-4569		CAPSCREW		3.58		7.16	
2	1H-5959		SEAL		11.33		22.66	
32	1K-6872		NUT		1.43		45.76	
1	1P-0810		TAPE		9.90		9.90	
22	1S-5772		GASKET		4.21		92.62	
50	1U-5516		DISC		2.01		100.50	
10	1U-7427		COVER ENGINE		4.23		42.30	
1	1W-2334		GASKET		9.39		9.39	
8	1W-2361		NUT		250.04		2000.32	
8	1W-2362		WASHER		30.52		244.16	
4	1W-2473		SPRING		36.93		147.72	
1	1W-2474		SPRING		45.19		45.19	
2	1W-2828		WASHER		225.94		451.88	
2	1W-4067		GASKET		2.40		4.80	
3	1W-6963		GASKET		64.00		192.00	
6	2A-4639		CAP SCREW		.79		4.74	
2	2J-3506		NUT		1.70		3.40	
96	2N-2766		LOCK NUT		7.77		745.92	
3	2N-7522		KIT GASKET		17.54		52.62	
2	2W-5023		GASKET		2.60		5.20	
2	109-2332		SEAL O RING		26.13		52.26	

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Each payment or sum past due shall bear a late payment charge of the lesser of 1 1/2% per month, which is an annual percentage rate of 18%, or an amount not to exceed the highest rate permitted by law.



**PAY THIS AMOUNT** ▶

CONT'D

**AMOUNT CREDIT** ▶

Merchandise cannot be returned for credit without our prior approval and only in accordance with our Parts Return Policy. A copy of the policy is available upon request.



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**SHIP TO**

CITY OF UNALASKA  
NOA 581-1251  
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QUANTITY	ITEM	N/R	DESCRIPTION		UNIT PRICE		EXTENSION	

\*\*\* REPAIR ESTIMATE/QUOTE \*\*\*  
\*\*\* INVOICE PARTS LIST \*\*\*

13	269-7885		SEAL-O-RING		29.14	378.82	
2	3P-0656		SEAL-O-RING		27.01	54.02	
1	3P-0658		SEAL-O-RING		50.80	50.80	
4	3S-0127		BOLT		7.73	30.92	
20	3S-9643		SEAL		17.09	341.80	
40	6V-5839		WASHER-HARD		.56	22.40	
2	4F-4873		GASKET		2.44	4.88	
10	4P-8134		CLIP		5.67	56.70	
4	4W-0530		RING		26.76	107.04	
8	4W-3027		BREATHER A		128.67	1029.36	
4	4W-4011		REGULATOR		65.61	262.44	
4	4W-7749		GASKET		5.96	23.84	
1	5D-5957		SEAL		27.38	27.38	
4	175-7895		SEAL-O-RING		5.00	20.00	
4	5P-5846		SEAL O RING		18.93	75.72	
6	5P-7701		SEAL		9.77	58.62	
2	5P-7815		SEAL-O-RING		11.42	22.84	
6	5P-8245		WASHER-HARD		.87	5.22	
4	5P-8248		WASHER		1.66	6.64	
1	5P-8249		WASHER		2.20	2.20	
2	269-7886		SEAL-O-RING		44.41	88.82	
3	5S-9134		SEAL O RING		30.79	92.37	
16	6I-4545		SEAL O RING		69.10	1105.60	
8	6I-4953		REGULATOR		78.33	626.64	
4	6J-2680		SEAL O RING		4.72	18.88	
50	6K-0806		TIE		.47	23.50	

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<b>PAY THIS AMOUNT</b> ▶	CONT'D
<b>AMOUNT CREDIT</b> ▶	

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NC POWER SYSTEMS



INVOICE

WA - (425) 251-9800
AK - (907) 786-7500

Please Remit To: NC Power Systems Co.
PO Box 58201
Tukwila, WA 98138-1201

SOLD TO

CITY OF UNALASKA
ACCOUNTS PAYABLE
PO BOX 610
UNALASKA AK 99685-0610

SHIP TO

CITY OF UNALASKA
NOA 581-1251
PO BOX 610
UNALASKA, AK 99685

Table with columns: INVOICE NUMBER, INVOICE DATE, CUSTOMER NUMBER, CUSTOMER ORDER NUMBER, STORE, DIV, SALESMAN, TERMS, PAGE, PSO/WO NO., DOC. DATE, PC, LC, MC, SHIP VIA, INV SEQ NO., MAKE, MODEL, SERIAL NUMBER, EQUIPMENT NUMBER, METER READING, MACHINE ID NO., QUANTITY, ITEM, N/R, DESCRIPTION, UNIT PRICE, EXTENSION

\*\*\* REPAIR ESTIMATE/QUOTE \*\*\*
\*\*\* INVOICE PARTS LIST \*\*\*

Table with columns: QUANTITY, ITEM, N/R, DESCRIPTION, UNIT PRICE, EXTENSION. Lists various parts like HOSE, SEAL O RING, BOLT, IMPELLER, GASKET with their respective prices and extensions.

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INVOICE NUMBER	INVOICE DATE	CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	STORE	DIV	SALESMAN	TERMS	PAGE
DH30681	06-07-22	9993033	#13	52	E	JMS	2	8
PSO/WO NO.	DOC. DATE	PC	LC	MC	SHIP VIA			INV SEQ NO.
DH30681	04-20-22	10	10	10				1
MAKE	MODEL	SERIAL NUMBER		EQUIPMENT NUMBER	METER READING		MACHINE ID NO.	
AA	C280	ONKB00148		UNIT 13			A080463A	
QUANTITY	ITEM	N/R	DESCRIPTION		UNIT PRICE		EXTENSION	

\* \* \* REPAIR ESTIMATE/QUOTE \* \* \*  
\* \* \* INVOICE PARTS LIST \* \* \*

4	7W-3688		GASKET		6.96	27.84	
4	7X-0796		LOCKWASHER		.28	1.12	
32	8C-8491		WASHER		2.91	93.12	
48	8C-8763		LOCKNUT		6.20	297.60	
2	8N-3640		RING		52.67	105.34	
1	8T-0098		SEAL		63.48	63.48	
8	8T-1919		SEAL		6.22	49.76	
2	8T-2903		SEAL O RING		7.58	15.16	
16	9X-0352		RECEPTACLE A		33.92	542.72	
16	9X-7688		SEAL		58.40	934.40	
1	9Y-9842		GASKET		26.49	26.49	
4	033-6033		O-RING		5.01	20.04	
17	061-9455		SEAL		15.30	260.10	
16	10R-9360		HEAD G CYL		8752.42	140038.72	
112	110-8314		WASHER		1.90	212.80	
2	114-9224		SPACER		22.88	45.76	
3	131-5496		GASKET		23.21	69.63	
1	131-5499		FLANGE		399.67	399.67	
4	134-5641		GASKET		63.84	255.36	
8	134-5643		GASKET		47.33	378.64	
2	134-5958		SEAL-O-RING		20.22	40.44	
4	136-3742		FILTER		.67	2.68	
8	136-4185		BOLT-HEX HD		13.58	108.64	
1	142-6217		SEAL O RING		34.33	34.33	
4	163-5488		STUD		41.63	166.52	
2	164-5011		SEAL-O-RING		3.24	6.48	

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PSO/WO NO.	DOC. DATE	PC	LC	MC	SHIP VIA			INV SEQ NO.
DH30681	04-20-22	10	10	10				1
MAKE	MODEL	SERIAL NUMBER		EQUIPMENT NUMBER	METER READING	MACHINE ID NO.		
AA	C280	ONKB00148		UNIT 13		A080463A		
QUANTITY	ITEM	N/R	DESCRIPTION		UNIT PRICE	EXTENSION		

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6	165-3929		BOLT-HEX HEA		.87	5.22		
4	172-5635		SEAL-O RING		147.54	590.16		
17	175-5060		SLEEVE-CYL		154.64	2628.88		
1	177-7245		SENSOR		337.44	337.44		
8	187-0450		STUD-TAPERLO		376.11	3008.88		
6	188-0449		BEARING-SLEE		37.71	226.26		
6	188-0450		BEARING-SLEE		51.24	307.44		
4	189-5913		GASKET		185.84	743.36		
16	197-5807		VALVE-INDICA		303.33	4853.28		
16	20R-0675		INJ GP FUEL		3830.60	61289.60		
6	200-8035		NUT		20.87	125.22		
4	200-8037		STUD		32.24	128.96		
4	204-7562		GASKET		53.27	213.08		
68	205-0640		NUT		25.04	1702.72		
5	214-7568		SEAL-O RING		5.41	27.05		
4	217-6692		HOSE-TEE		77.33	309.32		
32	227-2902		BEARING		820.41	26253.12		
3	227-4056		GASKET		59.13	177.39		
6	227-9851		LWASHER-SET		17.78	106.68		
1	240-8297		PUMP GP-F TF		7346.09	7346.09		
7	247-3796		GASKET		6.93	48.51		
7	247-7133		REGULATOR-TE		65.60	459.20		
8	259-4600		SEAL-O-RING		30.71	245.68		
16	269-4659		SEAL		24.58	393.28		
16	276-1354		SPACER		28.77	460.32		
2	284-8288		KIT-TURBO		11114.70	22229.40		

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MAKE	MODEL	SERIAL NUMBER	EQUIPMENT NUMBER	METER READING	MACHINE ID NO.			
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QUANTITY	ITEM	N/R	DESCRIPTION	UNIT PRICE	EXTENSION			

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2	292-5982		SEAL GP	558.27	1116.54
1	362-0158		KIT-TUNE UP	286.87	286.87
64	374-2273		PROTECTOR-ST	13.09	837.76
16	425-2519		SEAL O RING	21.94	351.04
2	586-1282		SHAFT	666.59	1333.18
2	450-9608		SEAL-LIP TYP	100.19	200.38
16	479-1621		KIT GASKET	1083.64	17338.24
3	SOLVENT5		SOLVENT 5GAL	133.29	399.87
3	457457		LOCTITE LB 8034 CR	22.16	66.48
2	0R-9667		LIFTER AS-UI	819.89	1639.78
4	0R-9668		LIFTER AS-VA	811.78	3247.12
1	0R-9713		CAMSHAFT	2242.92	2242.92
5	1W-1756		INSERT	34.83	174.15
24	9X-6380		BOLT	2.17	52.08
16	20R-8769		ROD AS-CONN	6064.57	97033.12
16	314-2691		RING-PISTON	460.23	7363.68
16	314-2692		RING-PISTON	460.23	7363.68
16	314-2693		RING-PISTON	460.23	7363.68
16	314-2700		PISTON AS	7851.70	125627.20
32	7C-1413		RETAINER	44.81	1433.92
16	7C-1412		PIN	898.89	14382.24
2	345-4127		PLATE-THRUST	797.21	1594.42
9	129-4054		BEARING	893.29	8039.61
16	377-6887		LINER-CYLIND	3961.47	63383.52
48	1W-0118		SEAL	15.58	747.84
16	1W-0115		SEAL	13.47	215.52

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Table with columns: QUANTITY, ITEM, N/R, DESCRIPTION, UNIT PRICE, EXTENSION. Rows include items like SEAL AS and BELLOWS AS.

SEGMENT 01 PARTS TOTAL 689481.03

TOTAL PARTS 689481.03

\*\*\* END OF PARTS LIST \*\*\*

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## TERMS AND CONDITIONS

(also available at <http://www.mshs.com/termsandconditions.htm>)

These terms and condition represent the final and complete agreement of the parties, and no modification shall be binding upon Motor-Services Hugo Stamp, Inc. ("MSHS") unless made in writing and signed and approved by an officer of MSHS. No modification of these terms shall be deemed made or accepted by MSHS shipping goods or performing services following receipt of a purchase order or other documents containing terms and conditions additional to or in conflict with the terms and conditions herein. MSHS does not agree to the accident, indemnity, and insurance provisions, if any, contained in the buyer's or customer's invitation or specifications, and in such cases MSHS accepts only such liability as is imposed upon MSHS by law and as limited by this contract. Receipt of goods or services by the buyer or customer shall be deemed conclusive proof of irrevocable acceptance of these terms and of the conformity of the goods or services provided; similarly these terms and conditions shall be deemed irrevocably accepted upon commencement of work by MSHS at MSHS' facility or at any other location.

**GENERAL:** MSHS' contracts for furnishing repairs, parts and services are solely on the basis of the insured limited liabilities and specific warranties set forth below. MSHS shall not be liable for any injury or death resulting from its provision of repairs, parts or services, and the purchaser or customer agrees to indemnify, defend and hold MSHS harmless for any such claims brought against MSHS by or on behalf of any person other than a MSHS employee. When MSHS provides parts, repairs or services to any vessel, MSHS shall not be liable, directly or indirectly, in contract, tort or otherwise, to the vessel's owners, charterers, underwriters, lienholders or other party in interest for any damages to such vessel or to its appurtenances, cargo, equipment or moveable stores, or for any consequence thereof, unless such damage is caused solely by MSHS' gross negligence or intentional tort, and in no event shall MSHS' aggregate liability under this contract (with the exception of the specific warranty as set forth in "WARRANTY" below) exceed the sum of \$50,000.00 or the value of the vessel, whichever figure is the lesser. In no event shall MSHS be liable for any consequential or special damages including but without limitation, for faulty or negligent design or manufacture, delay, loss of revenue, detention, wharfage, demurrage, tug expense, pilotage, crew wages, salvage or loss of use. For all sales or services provided, whether vessel related or non-vessel related, MSHS shall not be liable for incidental, special or consequential damages or losses arising directly or indirectly from the purchase and sale of goods or provision of services, or for any other cause, and MSHS' sole liability shall be as set forth under "warranty" below. The buyer or customer agrees to indemnify, defend and hold MSHS harmless with respect to all liabilities to all parties in interest exceeding the amounts herein stated.

**FORCE MAJEURE:** MSHS shall not be liable in any event for any loss, damage or delay caused by strikes, labor difficulties, accidents, delays in delivery of materials, acts of God, war, restraint of princes, including, but not limited to, restraint by local, state or federal authorities, or causes or any kind beyond MSHS' control, including, but not limited to, tropical storms, hurricanes, lightning or rain.

**WARRANTY:** MSHS warrants that its parts and services are provided in accordance with industry standards and parts supplied are free from defects in material and workmanship. Buyer or customer agree that the sole remedy for breach of any warranty, express or implied shall be limited, at MSHS sole discretion, to the replacement of parts, repair of parts, return or crediting of purchase price, or referral of the claim to the original manufacturer for manufacturer's warranty review. MSHS makes no warranty and specifically disclaims all liability for design of any items supplied. THE FOREGOING WARRANTY IS NON ASSIGNABLE AND IS IN LIEU OF AND SPECIFICALLY EXCLUDES ALL OTHER WARRANTIES NOT ACTUALLY SET FORTH HEREIN, WHETHER EXPRESS OR IMPLIED BY OPERATION OF LAW OR OTHERWISE INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS OR THOSE IMPLIED BY THE COMMON LAW OF BAILOR AND BAILEE. No agent or employee of MSHS has authority to bind MSHS to any other or expanded warranty, and any representation to that effect shall not be deemed to become a part of this contract and shall be unenforceable. The specific warranty provided by this section shall be deemed expired and all right of the buyer or customer irrevocably waived unless the claimed defect is submitted to MSHS in writing within 60 days of receipt of the relevant part or service (or the redelivery of the vessel, whichever occurs first). This period shall govern whether the alleged defect is latent or patent and shall not be deemed to be tolled or to arise at any future time as a result of the discovery of a latent defect. Remedies for latent defects not discovered and submitted to MSHS within the 60 day period shall be exclusively those available from the manufacturer, if any. All warranties are contingent upon, and no obligation to perform warranty repairs shall arise until, full payment is received by MSHS, and the provision of repairs or replacement of parts by MSHS shall not be deemed a waiver of this provision.

**FORUM AND CHOICE OF LAW:** This contract shall be deemed to have been executed and fully performed within in the State of Florida, and shall be interpreted and construed in accordance with and subject to the federal maritime law of the United States (excluding its conflict of law rules) or, should no such law exist on any particular issue, the laws of the State of Florida, to the exclusion of the laws of any other state or country. The prevailing party in any legal action shall be awarded reasonable attorneys' fees and costs. Moreover: (1) for U.S. buyers or customers: any dispute arising under, in connection with or incident to this contract shall be litigated before either a federal court of competent jurisdiction located in the Southern District of Florida, or a state court of competent jurisdiction located in the State of Florida, County of Broward, to the exclusion of the courts of any other state or country, and buyer or customer hereby irrevocably consents to the jurisdiction of such court; (2) for non-U.S. buyers and customers: any dispute arising under, in connection with or incident to this contract shall be referred to three persons at New York, New York, one to be appointed by each of the parties hereto, and the third by the two so chosen; their decision or that of any two of them shall be final and, for the purpose of enforcing any award, this contract may be made a rule of the court. Should a party fail to appoint an arbitrator within ten days of notice of demand for arbitration, the demanding party may appoint the second arbitrator with the same force and effect as if appointment by the second party. Should the two arbitrators be unable to agree on the appointment of a third arbitrator within 14 days after appointment of the second arbitrator, the President of the Society of Maritime Arbitrators, Inc. shall make the appointment upon the request of either party without further notice. The proceedings shall be conducted in accordance with the Rules of the Society of Maritime Arbitrators, Inc., including Section 2 "Consolidation". The arbitrators shall be commercial men and shall be members of the Society of Maritime Arbitrators, Inc. The arbitrators shall consider this Agreement an honorable engagement rather than merely a legal obligation. The arbitrators shall award reasonable attorneys' fees and costs to the prevailing party. The parties irrevocably stipulate to the jurisdiction of the United States District Court for the Southern District of New York for purposes of compelling arbitration or confirming an arbitration award. This stipulation shall not be deemed consent to the jurisdiction of the courts of New York for any other purpose or evidence of any presence within New York. With regard to petitions to compel arbitration or to confirm an arbitration award, the parties consent to service of process by certified mail, certified international mail, fax, e mail, Federal Express or DHL courier service to the parties at any of the addresses or other contact information set forth in the MSHS purchase order, quotation, or elsewhere in this contract, and irrevocably waive and right to personal service of these documents.

**PAYMENT AND PRICE:** Prices quoted and product availability stated are valid for ten days only unless designated as firm for a specific other period in writing by an officer of MSHS. Payment in all cases is net upon receipt of invoice, 1.5% per month to be added to the invoice amount if full payment is not received by MSHS within thirty days of presentation of the invoice. Local fees or taxes are the responsibility of the customer and no deduction shall be made to the invoiced amount therefor. All returns (other than for defective goods under the WARRANTY section hereof) shall be subject to a 25% restocking fee, consent to payment of which is hereby given by customer or buyer, and no returns will be accepted for special order goods, goods supplied pursuant to an incorrect part number provided by the customer, or goods with damaged packing or labels. All returns must be accompanied by a returned goods authorization number provided by MSHS. MSHS may place any account not paid within thirty days into the hands of attorneys for collection and the buyer or customer agrees to pay the reasonable fees and costs of the attorneys, without regard to whether suit is filed or arbitration commenced. All payments must be made in Florida at 3190 SW 4th Avenue, Fort Lauderdale, Florida 33315 or by wire as set forth below. It is agreed that wires are to be deemed payments made in Florida. For payment for work done on or materials furnished to any vessel, whether authorized orally, or by letter, or written contract, and whether MSHS is the general contractor or a subcontractor, MSHS looks to both vessel and owner.

Wire Transfer: City National Bank of Florida  
Fort Lauderdale, FL 33301  
Account: 2003276792 ABA: 066004367

**VESSEL WARRANTIES:** The vessel, its owners, charterers, underwriters, lienholders, and all parties in interest, shall indemnify and hold MSHS harmless from all liability arising under any state or federal air or water quality statute or regulation unless the liability shall arise solely from the gross negligence or intentional tort of MSHS' own employees. Owners, or other parties in interest, warrant that a valid and current U.S. Coast Guard Certificate of Financial Responsibility (Water Pollution) (Form CG-5358-10) shall be kept in force at all times while MSHS is furnishing repairs, parts or services.

**BUYER AND CUSTOMER'S RIGHT TO PURCHASE FURTHER WARRANTIES:** Different or more extensive liabilities will be accepted if an agreement in writing stating the nature and extent thereof is entered into before work is commenced by MSHS, and if the price is adjusted to include the cost of appropriate additional insurance. The terms contained in this contract or as set forth by an addendum thereto shall in no way be interpreted to hold MSHS as an insurer.

**MISCELLANEOUS:** Nothing herein shall be deemed to constitute a waiver of MSHS' maritime lien. Invalidity of any one or more provisions of this contract shall not affect nor impair the remaining provisions. This contract may not be changed orally.

Motor-Services Hugo Stamp, Inc. is an Equal Employment Opportunity/Affirmative Action Employer.

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## MEMORANDUM TO COUNCIL

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To: Mayor and City Council Members  
From: Tom Cohenour, Director, Department of Public Works  
Bob Cummings, City Engineer  
Steve Tompkins, Director, Department of Public Utilities  
Lori Gregory, Administrative Operations Manager, DPW/DPU  
Through: Chris Hladick, Interim City Manager  
Bil Homka, Acting City Manager  
Date: September 27, 2022  
Re: Ordinance 2022-17, Budget Amendment Request of \$526,447 to fund  
Construction of the Chlorine Upgrades Project

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**SUMMARY:** This Budget Amendment requests \$526,447 from the Water Proprietary Fund in order to fund a contract with Industrial Resources, Inc. to construct the Chlorine Upgrades Project.

**PREVIOUS COUNCIL ACTION:**

- This Project was initially funded at \$100,000 via the FY2021 Capital Budget appropriation Ordinance No. 2020-10, adopted on June 9, 2020.
- On May 11, 2021, budget amendment Ordinance 2021-09 appropriated \$300,000 to fund the purchase of the Chlorine Generation Unit.
- The FY2022 Capital Budget appropriation Ordinance 2021-07, adopted May 25, 2021, provided another \$581,500 in project funding.
- Also on May 25, 2021, Council approved Resolution 2021-37, authorizing the Agreement with PSI Water Technologies to provide the Owner Furnished Materials, the Chlorine Generating Unit, for \$288,000.
- On December 28, 2021, Council approved Resolution 2021-80, awarding the construction of the Project to Industrial Resources, Inc. via contract addendum for \$441,474.73.

**BACKGROUND:** This project was initiated to move the Water Utility away from the expensive and potentially dangerous practice of shipping in the chlorine gas used for potable water disinfection at the Pyramid Water Treatment Plant. The machinery purchased to achieve the project's goal is similar to that already in use at the Wastewater Treatment Plant and Aquatics Center. The Project's construction phase was awarded to Industrial Resources, Inc. ("IRI") via Resolution 2021-80 and consisted of installing the procured MicroChlor chlorine generator and integrating it into the Water Distribution System at the Plant on a time and materials basis. Due to supply chain, travel, and inflation issues, IRI informed the City on April 14, 2022, two weeks before mobilization to the island, it expected an additional \$288,000 in costs associated with completing the project. This amount exceeded the available budget and at this time all IRI work was stopped for this project. The project was then prepared to be put out to bid.

**DISCUSSION:** The project's construction was rebid on June 21, 2022. The sole bid received on July 21, 2022 was from IRI, quoting \$661,200 to perform the work. There is the construction services shortfall of \$460,327, 10% (\$66,120) of the construction contract is being requested to fund Contract Administration and Inspection activities.

**ALTERNATIVES:** Alternatives to funding this Budget Amendment request include abandoning the project or re-advertising for bids.

**FINANCIAL IMPLICATIONS:** The proposed new budget is set forth below.

ACCOUNT DESCRIPTION	CURRENT BUDGET	ENCUMBERED	REMAINING BUDGET	THIS REQUEST	REVISED BUDGET
Engineering and Architectural	\$ 108,819	\$ 21,858	\$ (274)	\$ 66,120	\$ 174,939
Other Professional	\$ 27,500	\$ 26,863	\$ -		\$ 27,500
Construction Services	\$ 441,475	\$ 402,683	\$ -	\$ 460,327	\$ 901,802
Telephone / Fax / TV	\$ 290		\$ 33		\$ 290
Advertising	\$ 284		\$ -		\$ 284
Contingency	\$ 118,081		\$ 118,081		\$ 118,081
Machinery and Equipment	\$ 285,051	\$ 35,712	\$ -		\$ 285,051
	\$ 981,500	\$ 487,116	\$ 117,840	\$ 526,447	\$ 1,507,947

**LEGAL:** None.

**STAFF RECOMMENDATION:** Staff does not believe it is in the best interests of the City to delay this important safety project any further. It is unfortunate that complications from the Pandemic have caused the cost of construction to increase. The generating unit is currently in storage until it can be incorporated into the distribution system. Further delays will only increase the final cost of the project.

**PROPOSED MOTION:** I move to introduce Ordinance 2022-17 and schedule it for public hearing and second reading on October 11, 2022.

**CITY MANAGER COMMENTS:** I support the staff recommendation.

**ATTACHMENTS:** None.