

**CITY OF UNALASKA  
UNALASKA, ALASKA  
REGULAR MEETING  
TUESDAY, SEPTEMBER 10, 2013, 7:00 P.M.  
UNALASKA CITY HALL COUNCIL CHAMBERS  
AGENDA**

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CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE:

RECOGNITION OF VISITORS

ADDITIONS TO AGENDA

**MINUTES:** AUGUST 13, 2013

FINANCIAL REPORT

**BOARD/COMMISSION REPORTS:** LIBRARY ADVISORY COMMITTEE MEETING MINUTES

**AWARDS/PRESENTATIONS:** LORI GREGORY – 10 YEARS OF SERVICE TO THE CITY OF UNALASKA  
BRIAN RANKIN – 15 YEARS OF SERVICE TO THE CITY OF UNALASKA  
ROBERT WARREN – 20 YEARS OF SERVICE TO THE CITY OF UNALASKA

MANAGER'S REPORT

COMMUNITY INPUT/ANNOUNCEMENTS

PUBLIC INPUT ON AGENDA ITEMS

**PUBLIC HEARING**

1. **ORDINANCE 2013-11:** CREATING BUDGET AMENDMENT NO. 2 TO THE FY14 BUDGET TO ACCEPT LOCAL EMERGENCY PLANNING GRANT FOR DEPARTMENT OF PUBLIC SAFETY, AND UPGRADE INFORMATION MANAGEMENT SYSTEMS TO PROCURE PROGRAMS FOR RECORDS RETENTION AND ADDITIONAL MODULES AND PRODUCTS THROUGH TYLER TECHNOLOGIES

**WORK SESSION**

1. **PRESENTATION:** EVAN ROSE, ALASKA PERMANENT CAPITAL MANAGEMENT CO, ANNUAL UPDATE
2. **RESOLUTION 2013-62:** AUTHORIZING AN EXPENDITURE IN AN AMOUNT NOT TO EXCEED NINETEEN THOUSAND THREE HUNDRED SIXTY DOLLARS (\$19,360) FROM COUNCIL CONTINGENCY TO PARTICIPATE IN THE PUBLICATION OF *ALASKA: NORTH TO THE FUTURE, VOLUME V.*

**RECONVENE TO REGULAR SESSION**

**CONSENT AGENDA**

1. **RESOLUTION 2013-60:** APPOINTING JUDGES AND CLERKS FOR THE REGULAR MUNICIPAL ELECTION ON OCTOBER 1, 2013 AND JUDGES TO SERVE ON THE CANVASS COMMITTEE
2. **RESOLUTION 2013-61:** CONFIRMING THE MAYOR'S APPOINTMENT OF EILEEN CONLON SCOTT AS THE CITY'S REPRESENTATIVE ON THE MUSEUM OF THE ALEUTIANS BOARD OF DIRECTORS
3. **RESOLUTION 2013-63:** CONFIRMING THE MAYOR'S APPOINTMENT OF HEATHER LEY TO THE PARKS, CULTURE, AND RECREATION ADVISORY COMMITTEE

**UNFINISHED BUSINESS**

1. **ORDINANCE 2013-11- SECOND READING:** CREATING BUDGET AMENDMENT NO. 2 TO THE FY14 BUDGET TO ACCEPT LOCAL EMERGENCY PLANNING GRANT FOR DEPARTMENT OF PUBLIC SAFETY, AND UPGRADE INFORMATION MANAGEMENT SYSTEMS TO PROCURE PROGRAMS FOR RECORDS RETENTION AND ADDITIONAL MODULES AND PRODUCTS THROUGH TYLER TECHNOLOGIES

**NEW BUSINESS**

1. **RESOLUTION 2013-62:** AUTHORIZING AN EXPENDITURE IN AN AMOUNT NOT TO EXCEED NINETEEN THOUSAND THREE HUNDRED SIXTY DOLLARS (\$19,360) FROM COUNCIL CONTINGENCY TO PARTICIPATE IN THE PUBLICATION OF *ALASKA: NORTH TO THE FUTURE, VOLUME V.*
2. **RESOLUTION 2013-64:** APPROVING A 30-YEAR TIDELAND LEASE AGREEMENT BETWEEN THE CITY OF UNALASKA AND BERING SHAI MARINE, LLC FOR UTS 103 TRACT C

**COUNCIL DIRECTIVES TO MANAGER**

COMMUNITY INPUT

ANNOUNCEMENTS

ADJOURNMENT

CITY OF UNALASKA  
UNALASKA, ALASKA  
REGULAR MEETING  
August 13, 2013

The regular meeting of the Unalaska City Council was called to order at 7:00 p.m., August 13, 2013, in the Unalaska City Hall Council Chambers. Roll was taken:

PRESENT

Mayor

Shirley Marquardt  
Alejandro Tungul  
Dennis Robinson  
Tom Enlow  
David Gregory

ABSENT

Roger Rowland (excused)  
Zoya Johnson (excused)

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

**RECOGNITION OF VISITORS:** No visitors were introduced.

**APPROVAL OF AGENDA:** The agenda was adopted by consensus.

**MINUTES:** The minutes of the July 30, 2013 regular meeting were approved as submitted.

**FINANCIAL REPORT:** There was no financial report for consideration.

**BOARD/COMMISSION REPORTS:** No board or commission reports were included.

**AWARDS/PRESENTATIONS:** No awards or presentations were made.

**MANAGER'S REPORT:** City Manager Chris Hladick gave an update on the progress of the Ballyhoo Road Paving Project, the Liquefied Natural Gas meeting he recently attended, on-going projects, and wastewater treatment plant issues.

**COMMUNITY INPUT/ANNOUNCEMENTS:**

1. The annual Heart of the Aleutians event will begin on Friday, August 16<sup>th</sup> with a Tot Trot, adult 5K race, and a BBQ cook-off. The Heart of the Aleutians festival will be held on August 17<sup>th</sup> from 1:00 p.m. to 7:00 p.m.
2. The pendant has been deployed on the emergency mooring buoy.
3. Santa Cruzan will begin on Saturday, August 17<sup>th</sup> at 7:00 p.m. with the coronation, and on Sunday, August 18<sup>th</sup>, at 1:00 p.m., the parade from the Catholic church to the elementary school will take place.
4. The Back-to-School BBQ will be held on Monday, August 19<sup>th</sup> at 6:00 p.m. at the elementary school.
5. On August 19<sup>th</sup>, the Commandant of the United States Coast Guard will visit Unalaska for the first time.
6. The City will host a legislative fly-in August 26 – 28, 2013.
7. The Alaska Arctic Policy Commission will meet in Unalaska August 27<sup>th</sup> and 28<sup>th</sup>.
8. The United States Arctic Research Commission will meet in Unalaska on August 26<sup>th</sup> – 28<sup>th</sup>.
9. Raider basketball camp will be held August 19<sup>th</sup> through August 25<sup>th</sup>. Those interested should contact the high school office.
10. Due to the Legislative Fly-In and the other meetings taking place in Unalaska, the City Council meeting regularly scheduled for August 27<sup>th</sup> is cancelled.

**PUBLIC INPUT** No members of the public spoke.

**PUBLIC HEARING**

Mayor Marquardt opened the Public Hearing on Ordinance 2013-10.

1. **ORDINANCE 2013-10**: CREATING BUDGET AMENDMENT NO. 1 TO THE FY14 BUDGET TO ACCEPT A \$3,000,000 GRANT FROM THE STATE OF ALASKA FOR CONSTRUCTION OF THE WASTEWATER TREATMENT PLANT

Hearing no comments, Mayor Marquardt closed the Public Hearing on Ordinance 2013-10.

**WORK SESSION** Tungul made a motion to move into a Work Session; Gregory seconded. Motion passed by general consent.

1. **ORDINANCE 2013-11**: CREATING BUDGET AMENDMENT NO. 2 TO THE FY14 BUDGET TO ACCEPT LOCAL EMERGENCY PLANNING GRANT FOR DEPARTMENT OF PUBLIC SAFETY, AND UPGRADE INFORMATION MANAGEMENT SYSTEMS TO PROCURE PROGRAMS FOR RECORDS RETENTION AND ADDITIONAL MODULES AND PRODUCTS THROUGH TYLER TECHNOLOGIES

Interim Finance Director Karl Swanson briefly reviewed the budget amendment, and Information Technology Supervisor Bryan Stafford spoke to the details of the budget amendment.

**RECONVENE TO REGULAR SESSION**

**CONSENT AGENDA**

**UNFINISHED BUSINESS**

1. **ORDINANCE 2013-10**: CREATING BUDGET AMENDMENT NO. 1 TO THE FY14 BUDGET TO ACCEPT A \$3,000,000 GRANT FROM THE STATE OF ALASKA FOR CONSTRUCTION OF THE WASTEWATER TREATMENT PLANT.

Robinson made a motion to adopt Ordinance 2013-10; Gregory seconded.

Vote by Roll Call: Tungul – Yes; Enlow – Yes; Gregory – Yes; Robinson – Yes. Motion passed unanimously.

**NEW BUSINESS**

1. **ORDINANCE 2013-11 – FIRST READING**: CREATING BUDGET AMENDMENT NO. 2 TO THE FY14 BUDGET TO ACCEPT LOCAL EMERGENCY PLANNING GRANT FOR DEPARTMENT OF PUBLIC SAFETY, AND UPGRADE INFORMATION MANAGEMENT SYSTEMS TO PROCURE PROGRAMS FOR RECORDS RETENTION AND ADDITIONAL MODULES AND PRODUCTS THROUGH TYLER TECHNOLOGIES

Enlow made a motion to approve Ordinance 2013-11 and move it to second reading on September 10, 2013; Tungul seconded.

VOTE: Motion passed unanimously.

**COMMUNITY INPUT/ANNOUNCEMENTS**

**COUNCIL DIRECTIVES**

**ADJOURNMENT** The meeting adjourned at 7:30 p.m.

Elizabeth Masoni  
City Clerk

**UNALASKA PUBLIC LIBRARY  
ADVISORY COMMITTEE**

Monday, April 1, 2013  
**7:00 PM**

Public Library,  
**Ray Hudson Room**

**Mission:**

The Unalaska Public Library will improve the quality of life in the community it serves by providing access to popular reading materials, and by acting as a gateway to learning and knowledge for children and adults.

- I. Call To Order and Roll Call –**called to order 7:01**  
**Present: Crane; Conwell; Anderson; Dickson**  
**Excused: Andersen, Adams**
- Ia. Legislative:  
Vacancy Created by Rosie Glorso's Resignation  
Masoni appointed Secretary Pro-Tem
- II. Introduction of Visitors – **Jeff Hawley and Dan Masoni**
- III. Additions or Changes to the Agenda -**none**
- IV. Public Comment on Agenda Items -**none**
- V. Minutes of the March meeting – Dickson, Conwell; **minutes adopted by consensus**
- VI. Librarian's Report for March – **approved by consensus following discussion**
- VII. Old or Unfinished Business
  - A. Alaska State Library/UAF Broadband Grant – FY14 Funding Update-  
**Full funding for HB65 has been restored at this time.**
  - B. Universal Service Fund – Information Update – **No present action.**
- VIII. New Business
  - A. Listen Alaska – Masoni explained the impending contract to the Committee. Unalaska library card holders will be able to download e-books and audio materials free of charge from any Internet connection. Materials have specific check-out periods and “disappear” from devices after 3 weeks.
- IX. Announcements: None
- X. Adjournment – **7:30 PM**  
**Next meeting: August 5<sup>th</sup> or September 9<sup>th</sup>; Masoni was advised to poll the Committee at that time to be sure a quorum would be available.**

## **Committee Members and Terms:**

M. Lynn Crane, Chair - 02/2015    Mandy Andersen, Secretary - 02/2015    , Chair - 02/2013  
Mayumi Conwell, Vice Chair - 02/2014    Rhonda Anderson - 02/2016    Jim Dickson - 02/2014    Irena Adams - 02/2015

CITY OF UNALASKA  
UNALASKA, ALASKA

ORDINANCE NO. 2013-11

CREATING BUDGET AMENDMENT NO. 2 TO THE FY14 BUDGET TO ACCEPT LOCAL EMERGENCY PLANNING GRANT FOR THE DEPARTMENT OF PUBLIC SAFETY, AND UPGRADE INFORMATION MANAGEMENT SYSTEMS TO PROCURE PROGRAMS FOR RECORDS RETENTION AND ADDITIONAL MODULES AND PRODUCTS THROUGH TYLER TECHNOLOGIES.

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 FY14 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 #2013-09**

				<u>Current</u>	<u>Requested</u>	<u>Revised</u>
<b>LEPC Grant</b>						
<b><u>General Fund: Public Safety</u></b>						
<b><u>Sources:</u></b>						
Misc State Capital Grants	01011041	42199		-	14,343	14,343
<b><u>Uses:</u></b>						
Grants (Supplies)	01021152	56450		-	14,343	14,343
<b>Information Management Systems Upgrade</b>						
<b><u>General Fund: Information Systems</u></b>						
<b><u>Sources:</u></b>						
Current year budget surplus				8,660,597	93,352	8,567,245
<b><u>Uses:</u></b>						
Other Professional Services	01020752	53300		5,000	30,640	35,640
Hardware/Software Support	01020752	53410		153,344	8,640	161,984
Computer Hardware/Software	01020752	56150		78,050	54,072	132,122
<b><u>Electric Fund</u></b>						
<b><u>Sources:</u></b>						
Current year budget surplus				604,222	14,587	589,635
<b><u>Uses:</u></b>						
Other Professional Services	50024052	53300		32,000	4,788	36,788
Hardware/Software Support	50024052	53410		16,210	1,350	17,560
Computer Hardware/Software	50024052	56150		2,000	8,449	10,449

***Water Fund******Sources:***

Budgeted Use of Net Assets	5101 5549	49910	590,207	11,669	601,876
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***Uses:***

Other Professional Services	51024052	53300	-	3,830	3,830
Hardware/Software Support	51024052	53410	12,968	1,080	14,048
Computer Hardware/Software	51024052	56150	2,500	6,759	9,259

***Wastewater Fund******Sources:***

Budgeted Use of Net Assets	52016049	49910	120,576	10,210	130,786
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***Uses:***

Other Professional Services	52024052	53300	700	3,351	4,051
Hardware/Software Support	52024052	53410	11,347	945	12,292
Computer Hardware/Software	52024052	56150	13,000	5,914	18,914

***Solid Waste Fund******Sources:***

Budgeted Use of Net Assets	53016549	49910	794,802	4,376	799,178
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***Uses:***

Other Professional Services	53024052	53300	1,000	1,436	2,436
Hardware/Software Support	53024052	53410	9,063	405	9,468
Computer Hardware/Software	53024052	56150	12,725	2,535	15,260

***Ports and Harbors Fund******Sources:***

Budgeted Use of Net Assets	54017049	49910	1,349,047	11,669	1,360,716
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***Uses:***

Other Professional Services	54025052	53300	40,000	3,830	43,830
Hardware/Software Support	54025052	53410	12,968	1,080	14,048
Computer Hardware/Software	54025052	56150	3,000	6,759	9,759

PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE UNALASKA CITY COUNCIL  
THIS \_\_\_\_\_ DAY OF SEPTEMBER 2013.

\_\_\_\_\_  
MAYOR

ATTEST;

\_\_\_\_\_  
CITY CLERK



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**MEMORANDUM TO COUNCIL**

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**TO:** MAYOR AND CITY COUNCIL MEMBERS  
**FROM:** JAMIE SUNDERLAND, PUBLIC SAFETY DIRECTOR  
**THRU:** CHRIS HLADICK, CITY MANAGER  
**FROM:** DEPARTMENT OF PUBLIC SAFETY  
**DATE:** 08/02/13  
**RE:** **ORDINANCE 2013-11:** CREATING BUDGET AMENDMENT NO. 2 TO THE FY14 BUDGET TO ACCEPT LOCAL EMERGENCY PLANNING GRANT FOR DEPARTMENT OF PUBLIC SAFETY, AND UPGRADE INFORMATION MANAGEMENT SYSTEMS TO PROCURE PROGRAMS FOR RECORDS RETENTION AND ADDITIONAL MODULES AND PRODUCTS THROUGH TYLER TECHNOLOGIES

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**SUMMARY:** During the August 13, 2013 meeting, we will be discussing the budget amendment request necessary to record grant revenues received from the Department of Military and Veteran Affairs Local Emergency Planning Committee Program, and to reallocate these funds to the FY14 Police Operating Budget.

The total amount is \$14,343.00.

**PREVIOUS COUNCIL ACTION:** There has been no previous council action on these items for the current fiscal year.

**BACKGROUND:**

- 1) \$14,343.00 is a grant received from State of Alaska, Dept. of Military and Veteran Affairs for a Local Emergency Planning Committee (LEPC). This grant is 100% funded, and intended for supplies and support services for FY2014. LEPC funds are used for all-hazards emergency planning activities.

**DISCUSSION:**

- 1) The \$14,343.00 being requested is to purchase supplies and services pursuant to the guidelines set forth in the LEPC grant scope. The LEPC grant program reimburses all expenses to the City of Unalaska upon purchase and submission of receipts. All funds are expected to be fully expended within the grant timelines. 100% of the funds have been expended for the past several years in this grant.

**ALTERNATIVES:**

- 1) Decline participation in the LEPC grant program.

**FINANCIAL IMPLICATIONS:** In some cases, depending on the grant requirements, either the remaining balances must be returned at the close of the granting period, or if the allocated funds are not expended by the grant period, expenses beyond that date will be bore entirely by the City.

**LEGAL:** The legal obligation is to expend the funds in accordance with the scope of the grant. Remaining balances must be refunded unless the grant specifications are categorized as reimbursable. In that case, if the funds are not expended by the expiration of the grant period, the granting agency will not fund or reimburse the City.

**STAFF RECOMMENDATION:** Staff recommends the Council approve the budget amendment request in order for the department to remain in compliance with the scope and intent of the grant guidelines.

**PROPOSED MOTION:** Request a motion to move Ordinance 2013-11, which includes a budget amendment to the Department of Public Safety's operating budget in the amount of \$14,343.00 to Public Hearing and Second Reading on August 27<sup>th</sup>.

**CITY MANAGER'S COMMENTS:** I recommend approval of these changes to the FY14 Police budget.

Department of Public Safety Attachment

ISSUING AGENCY	Description	Amount	ALLOCATE TO BUDGET ACCOUNT
State of Alaska Department of Military and Veterans Affairs Division of Homeland Security and Emergency Management (LEPC)	Misc. State Operating Grants PS	\$14,343.00	01011041-42199
State of Alaska Department of Military and Veterans Affairs Division of Homeland Security and Emergency Management (LEPC)	Grants (supplies)	\$14,343.00	01021152-56450

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## MEMORANDUM TO COUNCIL

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**TO:** MAYOR AND CITY COUNCIL MEMBERS

**THRU:** CHRIS HLADICK, CITY MANAGER

**FROM:** KARL SWANSON, INTERIM FINANCE DIRECTOR

**DATE:** AUGUST 8, 2013

**RE:** **ORDINANCE 2013-11:** CREATING BUDGET AMENDMENT NO. 2 TO THE FY14 BUDGET TO ACCEPT LOCAL EMERGENCY PLANNING GRANT FOR DEPARTMENT OF PUBLIC SAFETY, AND UPGRADE INFORMATION MANAGEMENT SYSTEMS TO PROCURE PROGRAMS FOR RECORDS RETENTION AND ADDITIONAL MODULES AND PRODUCTS THROUGH TYLER TECHNOLOGIES

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**SUMMARY:** In May of this year, staff was introduced to several modules and products available through Tyler Technologies, the producer of Munis the software system currently used in Finance. Of those modules and products introduced, staff plans to purchase a content management system, a meeting management system, a cashiering upgrade, employee self-serve, and customer self-serve. These technologies will increase efficiency and accuracy in finances and information management, and they will maximize workflow and allow employees and the public greater access to information. Staff recommends approval of the amendment to the FY14 budget.

**PREVIOUS COUNCIL ACTION:** None

**BACKGROUND:** In 2005, the City purchased Munis through Tyler Technologies as a financial software system. As staff became comfortable with the Munis software, it became apparent that the system made work more accurate and efficient, not only in the routine work related to finance, but in the reports that are generated on a regular basis and that are requested by auditors. When the system was purchased, staff was aware that there was great unused potential for streamlining workflow and growing the City's ability to get the job done even more efficiently while meeting the needs of the public.

**DISCUSSION:** In early May 2013, a Tyler Technologies representative was on site to provide training to both Clerks and Finance on several existing Munis modules, and to demonstrate several new or upgraded modules and products. Staff from Finance, Clerks, Administration, and Planning realized that several of the new modules and products would be very useful in making their work not only more efficient and more accurate, the modules and products would allow the public better access and more ease in such things as paying city bills, applying for jobs, and taking part in meetings. Staff chose to try to bundle select modules and products to maximize training and implementation time and to minimize travel cost for the Tyler Technologies representative. Following are the modules staff plans to purchase.

- Tyler Content Manager (TCM), which will be run by the Clerk's Department, will be used by all City departments for records retention. This is an upgrade from a light version already used occasionally in Munis. The new version is a stand-alone product that can be used by all departments for document scanning, storing, and retrieving. We have realized for some time that eventually the City would have to purchase a records retention program in order to make records more accessible and more readily available to staff and, in many cases, to the public. Such a program would also be necessary to preserve records electronically in order to avoid the loss of records through deterioration of paper, to organize and access the documents in a logical

and useful manner, and to respond to the need for storage space as the documents that must be preserved grow in number. Currently, approximately 65% of the archive room is used for Finance records storage. TCM will relieve a significant portion of that storage issue in the future by automatically archiving documents created in Munis. Documents generated by other departments can be scanned into the TCM program for preservation. Another important aspect of electronic records preservation is that it will help protect the City from the legal liability associated with Freedom of Information Act records requests. If records are kept in a searchable electronic format, we can legally fulfill requests for information by searching key words and knowing that we have provided all documents associated with the request, as required by law.

Many municipalities and boroughs have turned to electronic records management systems. The Clerk's Department has researched the cost of records preservation systems, and found that they range from \$50,000 to \$85,000 and higher. A significant advantage that Tyler Technologies has is that TCM is fully integrated with Munis, and Tyler Technologies is already providing technological support for the City's Munis system, whereas a separate program would require input of information already in Munis and an entirely separate support system.

- TCM's Meeting Manager provides a more centralized and streamlined approach to meetings and materials management. It allows staff to create documents, from agendas and minutes to discussion items and action items for Council meetings, Planning Commission meetings, or other City boards or committees and have them sent electronically through the proper channels for evaluation and revision and, when ready, sent straight to the packets. Agenda items can be submitted for review, edited, approved or rejected, and saved as links to the agenda. Agendas and minutes will be automatically synched with one another, and can be published on-line.
- Tyler Cashiering is an upgrade to the existing receipting system. Because it is similar to a retail end user system, it will be more user-friendly for the entry clerk to manage. Currently, PCR, Public Safety, and Ports all accept payments but do not have the capability of processing them and issuing customer receipts with Munis. With Tyler Cashiering those departments would be able to enter payments directly, allowing less duplication of effort between them and Finance. Tyler Cashiering has other features that will increase efficiency, including the ability to scan checks for electronic deposit and the ability to add bar codes to invoices, which decreases the amount of manual data entry required to receipt payments.
- Employee Self-Service is a module that would be used inside the City Network as well as on the City's new website for job applicants. Through this module, employees can easily monitor and maintain personal and employment information, including paid leave accruals and requests, personal payroll history, W-4s, benefits selections, job openings, job applications, and performance evaluations. When an employee requests leave, notification is sent directly to the employee's supervisor, and the employee is electronically alerted when a request has been approved or denied. In addition, members of the public who would like to apply for City jobs can complete applications and submit through this program. Implementing it will create a more efficient workflow for City staff as well as reduced paperwork for all departments.
- Customer Self-Service is the module that will allow the City's customers to pay any of their City bills online and would be accessed from a link on the City's website. They can also research more information on their accounts without having to contact anyone.

By May of 2013, when staff was introduced to these features, it was too late to include them in the FY14 budget as the process was already well underway. Clerks was able to purchase the Property Tax Module to replace the cobbled together system they had in place for the last few years using FY13 funds, and that module will be implemented in the next few weeks.

**ALTERNATIVES:** Optionally we can say no to all or some of these modules and put them in the FY15 budget process.

**FINANCIAL IMPLICATIONS:**

TCM EE with Options and Meeting Manager

Implementation Costs with Travel (Two Trips)	34,650
Software Support Costs	6,660
Purchase Costs	<u>37,000</u>
	78,310

Tyler Cashiering, Customer Self Service, Employee Self Service

Implementation Costs with Travel (One Trip)	13,225
Software Support Costs	6,840
Purchase Costs plus Cash Receipts Hardware	<u>47,488</u>
	67,553
	<u>                    </u>
Total for all modules	<u>145,863</u>
H/R employee travel expense to Munis Conference	5,000
	<u>                    </u>
Total requested for Budget Amendment	<u><u>150,863</u></u>

**LEGAL:** There are no legal implications.

**STAFF RECOMMENDATION:** Staff recommends approval of the amendment to the FY14 budget.

**PROPOSED MOTION:** “I make a motion to move Ordinance 2013-11 to Public Hearing and Second Reading on August 27<sup>th</sup>.”

**CITY MANAGER’S COMMENTS:** I recommend approval of this amendment to the FY14 budget.

CITY OF UNALASKA  
UNALASKA, ALASKA

RESOLUTION 2013-62

A RESOLUTION OF THE UNALASKA CITY COUNCIL AUTHORIZING AN EXPENDITURE IN AN AMOUNT NOT TO EXCEED NINETEEN THOUSAND THREE HUNDRED AND SIXTY DOLLARS (\$19,360) FROM COUNCIL CONTINGENCY TO PARTICIPATE IN *ALASKA: NORTH TO THE FUTURE, VOLUME V*.

WHEREAS, the State of Alaska sponsors the publication of *Alaska: North to the Future* project series; and

WHEREAS, the publication is distributed locally, nationally, and internationally in an effort to promote trade and development in Alaska; and

WHEREAS, the State of Alaska is preparing for the publication of volume five of the series; and

WHEREAS, the State of Alaska invites cities and boroughs, as well as businesses and other organizations, to participate by including their community or organization in the book; and

WHEREAS, the City of Unalaska has been invited to be included and to participate in the costs of publication of *Alaska: North to the Future, Volume V*; and

WHEREAS, the City of Unalaska supports the publication of *Alaska: North to the Future, Volume V*;

NOW THEREFORE BE IT RESOLVED that the Unalaska City Council authorizes an expenditure in an amount not to exceed \$19,360 from Council Contingency to include the City of Unalaska in the publication of *Alaska: North to the Future, Volume V*.

PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM THIS 10<sup>TH</sup> DAY OF SEPTEMBER 2013.

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MAYOR

ATTEST:

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CITY CLERK

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## MEMORANDUM TO COUNCIL

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TO: MAYOR AND CITY COUNCIL MEMBERS  
THROUGH: CHRIS HLADICK, CITY MANAGER  
FROM: ELIZABETH MASONI, CITY CLERK  
DATE: SEPTEMBER 6, 2013  
RE: **RESOLUTION NO. 2013-62:** AUTHORIZING AN EXPENDITURE IN AN AMOUNT NOT TO EXCEED NINETEEN THOUSAND THREE HUNDRED SIXTY DOLLARS (\$19,360) FROM COUNCIL CONTINGENCY TO PARTICIPATE IN THE PUBLICATION OF *ALASKA: North to the Future, Volume V*.

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**SUMMARY:** The State of Alaska, in cooperation with Wyndham Publications, is publishing the fifth edition of *Alaska: North to the Future* and has asked that boroughs, communities, businesses, and other organizations that would like to be included contribute to the cost of publication. Through Resolution 2013-62, Council may choose to be included in the book at a cost of \$19,360.

**PREVIOUS COUNCIL ACTION:** In August of 2005, through Resolution 2005-59, Council chose to participate in *Alaska: North to the Future, Volume III* at a cost of \$18,500. In 2010, the City was informed that the book had gone to print with the City of Unalaska included but without a contribution from the City for the cost of publication. In September of 2010, through Resolution 2010-56, Council chose to participate by purchasing volumes of *Alaska: North to the Future, Volume IV* at a cost not to exceed \$1,700.

**DISCUSSION:** In June, Senator Charlie Huggins, President of the Alaska Senate, and Representative Mike Chenault, Speaker of the Alaska House of Representatives, signed a letter to Mayor Marquardt encouraging her, on behalf of the city, to speak with Wyndham Publications about participating in the publication of *Alaska: North to the Future, Volume V*. The book is sponsored by the Alaska State Legislature and is intended “to let the world know that Alaska businesses and other organizations are opening new doors of economic opportunity.” It will be distributed by “delegates from the State” as they “travel to domestic and international destinations to promote trade and development in Alaska.”

The book highlights through photography and text not only the extraordinary beauty of the state, but the state’s “commitment to maintaining economic and creative leadership.” As many as six pages will be devoted to the community of Unalaska.

**ALTERNATIVES:** Choose to be included in the book or choose not to be included.

**FINANCIAL IMPLICATIONS:** A total of \$20,000 has been budgeted for FY14 Council Contingency. Participation at the cost of \$19,360 will leave \$640 in the Council Contingency line for the remainder of FY14.

**LEGAL:** None



**STAFF RECOMMENDATION:**

**PROPOSED MOTION:** Motion to approve Resolution 2013-62.

**CITY MANAGER'S COMMENTS:**

*FAX MEMORANDUM*

*DATE: July 31, 2013*

*TO: Mayor Shirley Marquardt*

*Fax: 907.581.1417 Phone: 907.581.1251*

*City of Unalaska*

*P.O. Box 610*

*Unalaska, Alaska 99685*

*RE: Alaska: North to the Future, Volume V Project" Registration*

*NUMBER OF PAGES FAXED INCLUDING COVER: 8-EA*

*Thank you in advance for participation in the Alaska: North to the Future, Volume V Project. It was a great pleasure to talk with you regarding the upcoming project this morning.*

*Attached you will find a copy of the letter of invitation, materials regarding the project, and the registration form itself. Please review and sign the form. Return the form via email or fax using the contact information provided below. Cities and boroughs have the option of either a four-page or six-page profile. Feel free to contact me with any questions you may have. It would be my pleasure to be of any further assistance.*

*After we receive the signed registration form, you will be contacted shortly by our production department with information regarding your profile.*

*Once again, thank you for your support for this important project, now in its 25<sup>th</sup> year.*

*All the best,*

*Mr. Kim A. Halverson*

*EVP*

*Alaska: North to the Future, Volume V Project*

*Wyndham Publications, Inc.*

*907.868.7994-v*

*907.868.7975-f*

## Alaska State Legislature

FILE COPY

SENATOR  
CHARLIE HUGGINS  
Senate President

(907) 465-3878  
Fax (907) 465-3285

INTERIM ADDRESS:  
600 E. Railroad Avenue  
Wasilla, AK 99654  
(907) 376-4868  
Fax: (907) 373-4724



State Capitol, Juneau, Alaska 99801-1182  
June 28, 2013

REPRESENTATIVE  
MIKE CHENAULT  
Speaker of the House

(907) 465-3779  
Fax (907) 465-2833

INTERIM ADDRESS:  
145 Main St. Loop, Ste. 223  
Kenai, AK 99611  
(907) 283-7223  
Fax (907) 283-7184

The Honorable Shirley Marquardt  
Mayor  
City of Unalaska  
P. O. Box 610  
Unalaska, Alaska 99685

Dear Mayor Marquardt:

Those of us who are fortunate to live and work in the State of Alaska understand that the region is not only rich with natural beauty, but also brimming with opportunity. Alaska is dynamic and consistently on the forefront of positive change; it is the source for new ideas in business, science, the arts, and social policy. It is in our best interest to communicate our commitment to maintaining economic and creative leadership. We need to let the world know that Alaska businesses and other organizations are opening new doors of economic opportunity.

The State, in cooperation with Wyndham Publications, is embarking upon a very special project, fifth in a series, about Alaska. The limited, hardbound, first-edition, book features Alaska as an ideal place to live, work, and do business, and also highlights organizations that are considered to be leaders in their respective fields. Titled *Alaska: North to the Future, Volume V*, this beautiful publication will provide vivid color photography and up-to-date text, including profiles of leading organizations that have been invited and have elected to participate. It is the economic development book for Alaska. Since your organization is considered a leader in our State, we have suggested to Wyndham that they contact you to explain the project plans in detail so that you and your organization may consider supporting and being featured in this successful project. In so doing, your organization's profile would be distributed locally, nationally, and internationally.

The Alaska State Legislature is the sponsoring entity and fully supports the *North to the Future* project series. As delegates from the State travel to domestic and international destinations to promote trade and development in Alaska, this book will serve as an exceptional calling card and reminder for Alaska businesses and organizations.

We have asked Mr. Kim Halverson, Executive Vice President of Wyndham Publications, Inc., to call you for an appointment. We would encourage you to take the opportunity to meet with him. Mr. Halverson can be reached at 907.868.7994.

We think you will share our enthusiasm for this exciting new project.

Sincerely yours,

A handwritten signature of Senator Charlie Huggins in dark ink.

Senator Charlie Huggins  
Senate President

A handwritten signature of Representative Mike Chenault in dark ink.

Representative Mike Chenault  
Speaker of the House

# A L A S K A

*North to the Future*

*Volume V*

## AGREEMENT

Date July 31, 2013

Published by

Wyndham Publications



907.868.7994

The Organization listed below agrees to purchase Six page(s) within the appropriate profile section of the publication titled, *Alaska: North to the Future, Volume V*, published by Wyndham Publications, Inc. ("Publisher").

This totals \$ 27,390.00 for Six pages: payable upon reservation of editorial space, or the balance within 30 days from execution of this agreement. The price entitles the Organization to appear in all hardbound editions of the above publication. The Publisher agrees to provide one (1) sample copy of the book with each profile, unless otherwise specified.

Further, it is agreed that the Organization will furnish to the publisher all images and profile information. The Publisher will design and provide profile proof to the Organization for approval. The Publisher reserves the right to reject any material that is not consistent with the editorial and design standards of the publication's theme and quality.

Name of Organization City of Unalaska

Street Address P.O. Box 610

City Unalaska

State Alaska

Zip 99685

Billing Address P.O. Box 610

City Unalaska

State Alaska

Zip 99685

Telephone ( 907 ) 581.1251

Fax ( 907 ) 581.1417

Contact Name Mayor Shirley Marquardt

Contact email mayor@ci.unalaska.us

Profile page(s) 6ea Chapter Prominent Communities of Alaska

Notes Thank you for participating in this important and influential statewide project, now celebrating its 25th year of service to Alaska. A PDF of the Alaska Vol-5 anniversary book (\$498.00 value ) will be provided complimentary for your web site use only.

A memo from production will follow shortly after signature.

Check to request information: ☒ Book as PDF ☐ Profile Reprints ☐ Additional Books

Please note that your order for these items must be submitted prior to publication.

I hereby warrant that I have read the contract conditions and that I have full power and authority to sign for the above named Organization.

*For Organization*

Signature

Name Shirley Marquardt

Title Mayor

*For Wyndham Publications, Inc.*

Signature

Name Mr. Kim A. Halverson, EVP

Registration Form # 07312013P6

Insertion Cost \$ 19,360.00

Comp. Per K.H. <7,990.00>

Net Due \$ 19,360.00

Check# Bill Out \$( N/A )

Balance Due \$ 19,360.00

Shipping and handling charges for books will be billed at a later date using USPS first class mail rate from the printer.

Make checks payable to:

Wyndham Publications, Inc.

P.O. Box 45

Kirkland, WA 98083-0045

907.868.7994 • fax 907.868.7975



## STANDARD CONDITIONS

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BACK

# A L A S K A

## North to the Future

## Volume V

### CONTENTS

#### PART ONE

Published by

Wyndham Publications



907.868.7994

#### *Alaska Native Life*

Alaska Native life is carved into Alaskan society as surely and finely as in any piece of Native art. Since the historic Native Land Claims Settlement Act of 1971, Native Corporations and their peoples successfully preserved their cultures and traditions within the fast-pace of today's economy and in the face of global electronic social media.

#### *Early Alaska*

Empire-builders and dreamers—from the Russian fur trade, through the gold-rush era, and on to the cheers for the 49<sup>th</sup> star in our nation's flag, the story of the state is reflected in the courage and pioneering spirit that always a part of life in Alaska.

#### *Natural Resources*

In 1872, all eyes turned to Alaska when gold was found near Sirkka. But that glimmering ore has been supplanted by another treasure as the state's premier boon—oil. Of all the natural resources that Alaska enjoys, the oil and gas sector overwhelmingly dominates today's economic base. In Alaska, the oil and gas industry is the economic engine that drives the state. Adding fuel are the multitude of minerals such as zinc, placer, silver, and coal.

#### *Alaska Business & The Economy*

Alaska's economy is vigorous and diversified. Its particular statewide banking structure is strong and somewhat insulated from the fluctuations

affecting other areas. The state's unique global position makes it an international crossroads for satellite communications, aerospace development, and air travel. Resource-rich Alaska benefits from petroleum, mineral, and natural-gas exploration, discovery, and development; timber and lands management; fishing and seafood processing. Shipping and transportation, international trade, and tourism are some of the elements that grow the state economy.

#### *The Great Outdoors*

"*Alyeska*" is what the Aleuts called "the Great Land" across the water. Alaska is wondrous, wildly beautiful, and a land of divergent extremes. Lush forests; vast stretches of tundra and tundra; the frigid, frozen Arctic; far-scattered island communities; and some of the world's highest peaks, all make up a part of the diverse topography, and widely varying climate conditions that divide Alaska into five distinct regions, each with a unique identity and exquisite splendor. Alaska has more parks, monuments, wildlife, preserves, and wilderness areas than any other state. The state's wildlife is as varied as the land itself. The shimmering Aurora Borealis, the deep blue of glaciers, the unexpected brilliance of tundra color in autumn—all are a part of the singular beauty that is Alaska.

#### *Recreation*

Alaska is big—and so is the experience of enjoying it out-of-doors. Alaska offers an unparalleled array of recreational experiences—and providing those experiences is one of the state's biggest

businesses. Almost every type of outdoor activity can be experienced in the most breathtaking settings: skiing, snowboarding, hiking, kayaking, biking, fishing, golfing, boating, climbing, and just plain sight-seeing! Alaskans also love competitive sports and they follow their local teams with fervor.

#### *Celebration and the Arts*

In Alaska, there is always something to celebrate! From Celebrating Statehood, to the Iditarod Sled Dog Race, from Anchorage's Fur Rendezvous, to Skagway's Gold Rush Stampede, and from Petersburg's Little Norway Festival to Fairbanks' Festival of Native Arts, there are celebrations, races, festivals, and events year round. Alaskans are also generous with public support for the visual and performing arts. An artistic tradition enriches the culture of the state and its people.

#### *North to the Future*

Alaska's future is bold and bright. An exciting place to live and work, Alaska is a land with a rich past and a future that is bursting forward. New trends, such as growth in the medical industry—including the ability to treat and monitor health issues remotely via the Internet—and services industry, continue to open the economy to further diversification. Supported and inspired by world-class research and state-of-the-art educational and training facilities, intelligent, educated, determined, and ambitious people with fresh ideas and pioneering spirits will continue to shape the state's limitless future.

## PART TWO: PROMINENT COMMUNITIES OF ALASKA

## PART THREE: TEAM ALASKA

#### *Natural Resources, Manufacturing, and Aerospace*

Companies in Alaska produce forest products, minerals, natural gas, and oil for national and international markets. Providing seafood to markets around the world, the fishing industry is a staple of the Alaskan economy. From aerospace to the petrochemical industry, Alaska is on the cutting edge.

#### *Networks*

Transportation, shipping, communications, and energy firms keep people, cargo, information, and power circulating throughout Alaska.

#### *Business, Finance, and Professional Services*

Law firms, financial institutions, accounting firms, and media organizations are examples of the essential services that provide a foundation for a host of enterprises.

#### *Building Alaska*

Alaska's real estate, architectural, and construction industry shape tomorrow's skylines, providing working and living space for its people.

#### *Quality of Life*

Medical, dental, and x-ray facilities, educational institutions, and laboratories all contribute to the overall quality of life in Alaska.

#### *Marketplace, Recreation, and Leisure*

Hotels, motels, lodges, and resorts—the state offers a variety of choices in accommodations. From unique products and shopping excursions to a helicopter or floatplane charter over glaciers, from a kayaking adventure to a fishing trip, from a ski weekend to a weeklong cruise, Alaska is a place to enjoy.

#### *Government and Community*

Governmental and private entities, with their cooperation and support, contribute to the many facets of the economic development and visitors industry of the State of Alaska.

Chapters may be altered without notice.

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# A L A S K A

*North to the Future*

*Volume V*

## ABOUT YOUR PROFILE

Published by

Wyndham Publications



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This beautiful regional first edition book will trace a bit of history, quality of life, and the extraordinary growth and development of the State of Alaska, as well as profile a select group of the state's major companies, leading organizations, and communities. These profiles are a unique, prestigious, and economic method of documenting your organization's contribution to the region and beyond. The readership of this publication in offices, homes, schools, libraries, and more is assured for decades to come.

Your profile is the story of your organization. It may be helpful to start gathering information now.

Emphasis should be placed on current developments and trends within your organization. Some history and background, however, may add interest, as well as ideas on future plans, contributions to the community, and so on.

Some areas to consider:

### Background and History

- When was your organization founded and by whom?
- What circumstances surround the establishment of your organization?
  - Significant leaders and their contributions.
  - Major events affecting the organization or its products or services.

### Areas of Development

- How was your product or service evolved to the level it is today?
- How do you market, manufacture, design and/or distribute your product or service?
- What makes your organization different from your competitors?
- What modern day events, product developments, or services have contributed to the success of your firm or organization?

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### The Future

- How will your organization stay competitive in today's marketplace?
- What new products, services, or innovations are planned? Do you plan to expand or diversify?
- What are the long term goals of the organization? And what impact will your organization have on the community growth and development?

### Community Outreach

- What is your organization's role in the community, region, state, etc.?
- What roles have the organization, its executives or owners played in city or regional projects, state affairs, national or international events?
- With what charities or civic projects is your organization associated?
- Does your organization sponsor any community events?
- Have any of your organization's principals held public office?

### Your Contributions Are Welcome

- Please use these questions only as a general guideline of the kind of information required for your profile.
- If you think of additional facts, ideas or stories to enhance your profile, we would definitely like to hear them. You might also do some "brainstorming" with your senior staff.



# A L A S K A

*North to the Future*

*Volume V*

## PUBLICATION INFORMATION

Published by  
Wyndham Publications



907.868.7994

Alaska's most respected and diverse organizations are invited to participate in an innovative, all new publication titled, *Alaska: North to the Future, Volume V*. This exciting limited first edition book chronicles the proud history, quality of life, and economic development and leadership of the state.

In addition, this book will feature individualized profiles of a limited number of top organizations in the State of Alaska. As a participant, your organization will be recognized as one of the top growth and development leaders locally, nationally, and internationally.

Publication Target: Winter 2015

\*Planned Number of Copies: First Edition—12,500

\*\*Planned Distribution:

- The Alaska State Legislature
- Congressional Delegation
- Alaska State international Trade Offices and Tourism
- CEOs of various National and International Fortune 500 Companies
- Various Schools and Libraries
- Visiting Business and Political Dignitaries
- Cities and Municipalities
- Other Points Regionally, Nationally, and Worldwide

## BOOK PLANNER

To assist in planning, please note the number of books you are likely to use in the suggested areas listed here:

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### *General Image Program*

_____ Present Clients	_____ Future Clients
_____ Suppliers	_____ V.I.P. Visitors
_____ Executive Recruitment/ Relocation	_____ Holiday Gifts

### *Individual Recognition*

_____ Board of Directors/ Trustees	_____ Top Executives/Managers Key Employees
---------------------------------------	--

### *Community Donations*

_____ Public & Private	_____ Libraries
_____ Schools & Universities	_____ Hospitals

### *Employee Recognition*

_____ Sales/Productivity	_____ Safety Record
_____ Retirement/Service	

## PROFILE INFORMATION

### LIMITATIONS:

Subject to immediate reservation  
Maximum 6 pages per organization  
One sample book included with all profiles, unless otherwise specified

### PROFILE RATE:

First Page—\$5,450  
Two Page Spread—\$11,340  
Three Pages—\$15,080  
Four Page Layout—\$19,360  
Six Page Layout—\$27,390

### PROFILE PRODUCTION:

Written proof prior to publication with all profiles

\*Number of copies of the book may vary greatly, without notice, depending on the amount ordered.

\*\*Distribution may change without notice.



# A L A S K A

*North to the Future*

*Volume V*

## DON'T FORGET TO ORDER YOUR BOOKS, REPRINTS, AND PDFs

Deciding to become part of this beautiful limited first-edition book is only the first part of your important decision.

The second part is: Now that we are to be included, how should we use this prestigious publication? How many books and reprints will we need over the next 4 or 5 years? How can we best use the application software?

Books: Remember! Ordering books.

PDFs: PDFs that includes the entire publication will be made available for YOUR WEBSITE. Order the PDF and this format will add vast exposure to your profile and your organization's message.

Reprints: Profile reprints are available to those organizations with profiles that are 2, 4, or 6 pages. Reprints include the front and back cover of the book with a place to stamp your organization's name, address, phone, and Internet contact information. This is an opportunity for all your organization's profit centers to gain a useful and cost-effective tool for a multitude of purposes. Reprints can only be ordered prior to publication.

## CREATE YOUR OWN PACKAGE

An email will be sent prior to publication, providing you with an opportunity to order additional books, reprints, and PDFs so that you can create your own promotional package to suit your organization's individual needs.

## DIGITAL IMAGERY

Tell your story through color imagery! The images for your profile are key to catching the reader's eye and showcasing your company or organization. Here are some things to remember:

- We will accept digital files saved on a Mac compatible CD/DVD or thumb drive. Digital images must be in TIFF format compatible with Photoshop. We print at 300 dpi, therefore, an original scan must be as large as possible and at as high a resolution as possible so that we may be able to manipulate the size of the image for the layout. A professionally produced image that, at 8"x10", is 300 dpi answers almost all design needs. A color hardcopy must accompany the digital images. The Internet may be used to transfer images if you have the capacity to transfer large files. Images taken from a digital camera must be high resolution.
- If any image must be altered or fixed using Photoshop (i.e. removal of date stamps, debris, text, etc.), an additional cost will be incurred. The minimum charge will be \$200 and a per hour charge of \$195 thereafter. The publisher reserves the right to accept or reject any provided images.
- We will accept color or black-and-white slides/transparencies. First or second generation slides (depending on quality) or transparencies are preferable so that the quality of the images in your profile will not be compromised. Two images per profile page please.
- Include captions and all necessary photo credits on a separate Word file.
- The publisher will not return any materials including, CD/DVDs, thumb drives, and so on.

Our specifications and requirements will help ensure that your profile is attractive and that our publication is of the highest quality! Sharp, clear images will tell your story with impact!

A word regarding text:

- In order to maintain consistency and maximum flexibility in design, the word count should remain between 300 to 340 words per profile page.
- The publisher reserves the right to accept or reject any provided text or images.

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CITY OF UNALASKA  
UNALASKA, ALASKA

RESOLUTION 2013-60

A RESOLUTION OF THE UNALASKA CITY COUNCIL APPOINTING JUDGES AND CLERKS FOR THE REGULAR MUNICIPAL ELECTION ON OCTOBER 1, 2013 AND JUDGES TO SERVE ON THE CANVASS COMMITTEE.

WHEREAS, Unalaska City Code Section 4.08.020 states that the City Council will appoint judges and clerks who will conduct the City of Unalaska regular election to be held October 1, 2013; and

WHEREAS, Unalaska City Code Section 4.08.020 states that the City Council will appoint three judges to constitute the canvass committee that will canvass all votes after the election.

NOW THEREFORE BE IT RESOLVED by the Unalaska City Council that the following are appointed judges and clerks for the Unalaska precinct and shall attend at the Unalaska Precinct Polling place, namely Unalaska City Hall at 7:30 a.m. on October 1, 2013, and shall continue until polls close at 8:00 p.m.; thereafter, the judges and clerks shall count and check all votes cast against the poll listed in the manner required by law:

ELIZABETH MASONI, CHAIR	- JUDGE	MELANIE MAGNUSEN	- CLERK
GENEE SHAISHNIKOFF	- JUDGE	HARRIET BERIKOFF	- CLERK
CAT HAZEN	- JUDGE	MARILOU BAUTISTA	- CLERK

BE IT FURTHER RESOLVED by the Unalaska City Council that the following are appointed canvass committee judges for the Unalaska precinct and shall meet the first Friday after the October 1, 2013 election to canvass all votes after the election judges have completed their tally of votes:

ELIZABETH MASONI	- JUDGE
ZOYA JOHNSON	- JUDGE
CAT HAZEN	- JUDGE

PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF UNALASKA THIS 10<sup>TH</sup> DAY OF SEPTEMBER 2013.

---

MAYOR

ATTEST:

---

CITY CLERK

---

---

## MEMORANDUM TO COUNCIL

---

---

TO: MAYOR AND CITY COUNCIL MEMBERS  
THROUGH: CHRIS HLADICK, CITY MANAGER  
FROM: ELIZABETH MASONI, CITY CLERK  
DATE: SEPTEMBER 6, 2013  
RE: **RESOLUTION NO. 2013-60**: APPOINTING JUDGES AND CLERKS FOR THE REGULAR MUNICIPAL ELECTION ON OCTOBER 1, 2013 AND JUDGES TO SERVE ON THE CANVASS COMMITTEE.

---

**SUMMARY:** Unalaska City Code Section 4.08.020 requires that Council appoint three election judges and two election clerks for the regular municipal election to be held on October 1, 2013, and three judges to serve on the canvass committee. Code also allows for the appointment of up to three additional clerks should they be needed. All named judges and clerks have agreed to participate on Election Day or as part of the canvass committee. Staff recommends approval of the resolution.

**PREVIOUS COUNCIL ACTION:** Per UCO §4.08.020, Council approves the appointment of election judges and clerks annually prior to each municipal election.

**DISCUSSION:** State Statute and Unalaska City Code require Council to appoint election judges and clerks who will conduct the regular municipal election. UCO 4.08.020(A) requires the appointment of three judges and two clerks. However, it also allows for the appointment of additional clerks should the need arise. Marilou Bautista has consented to be assigned the position of the third clerk to act as translator and to assist voters for whom Tagalog is the first language.

In addition, the Council appoints three judges to constitute the canvass committee that will canvass all votes following the election. Traditionally, one Council member serves on the canvass committee, and this year, Zoya Johnson has agreed to be a canvass committee judge.

**ALTERNATIVES:** None

**FINANCIAL IMPLICATIONS:** Per UCO 4.04.050 Expenses, "Salaries for non-employee election judges and clerks shall be \$10.00." Salaries for election workers are included in the Clerk's FY14 budget.

**LEGAL:** None

**STAFF RECOMMENDATION:** Staff recommends Council approve Resolution 2013-60.

**PROPOSED MOTION:** Motion to approve Resolution 2013-60.

**CITY MANAGER'S COMMENTS:** This is a housekeeping issue.

CITY OF UNALASKA  
UNALASKA, ALASKA

RESOLUTION 2013-61

A RESOLUTION OF THE UNALASKA CITY COUNCIL CONFIRMING THE MAYOR'S APPOINTMENT OF EILEEN CONLON SCOTT AS THE CITY'S REPRESENTATIVE ON THE MUSEUM OF THE ALEUTIANS BOARD OF DIRECTORS.

WHEREAS, City of Unalaska Resolution 97-38 states that the proposed membership of the Museum of the Aleutians Association consists of one designated representative each from the City of Unalaska, the Ounalashka Corporation, the Qawalangin Tribal Council, and the Aleut Corporation, and three additional members from the public at large; and

WHEREAS, Unalaska City Code Section 2.60.030 states that each member of a board shall be appointed by the Mayor subject to approval of the City Council; and

WHEREAS, Mayor Marquardt has appointed a City Representative to the Board of Directors of the Museum of the Aleutians, and has submitted the name to the City Council for approval.

NOW THEREFORE BE IT RESOLVED that the following Mayor's appointment as City Representative to the Museum of the Aleutians Board of Directors is confirmed:

**MEMBER:**

**EILEEN CONLON SCOTT**

PASSED AND APPROVED BY A DULY CONSTITUTED QUORUM OF THE UNALASKA CITY COUNCIL THIS 10<sup>TH</sup> DAY OF SEPTEMBER 2013.

---

MAYOR

ATTEST:

---

CITY CLERK

## BOARD APPLICATION

**NAME OF BOARD APPLYING FOR:**

MUSEUM OF THE ALEUTIANS

Date: 8/15/2013 Note: Application expires one year from date received.

NAME: EILEEN CONLON SCOTT

ADDRESS: PO Box 921321  
DUTCH Harbor, AK 99692

PHONE: Daytime: 581-1202 Evening: 401-632-3605

OCCUPATION: EXECUTIVE DIRECTOR

EMPLOYER: ILULUK CLINIC

**PREVIOUS BOARD/COMMITTEE EXPERIENCE:**

Alaska Primary Care Association- SECRETARY; USAFV Board, ILULUK Board

(Attached pages additional if necessary)

Check the main reason(s) for your interest:

- ☐ I am a returning board or commission member whose term recently expired.
- ☒ I have expertise I want to contribute.
- ☒ I am interested in the activities the Board/Commission handles.
- ☐ I want to participate in local government.
- ☐ I want to make sure my segment of the community is represented.
- ☒ Other I REALLY LIKE THE MUSEUM + WANT MORE VOICES TO JOIN

Please explain in greater detail those you have checked: I have a background in financials, growing REVENUE + DECREASING EXPENSES. I want to help put this museum of a top ATTRACTION NATIONALLY.

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

How did you learn of this vacancy (circle one): Media Word of Mouth Solicitation Other Jonna Corbett

8/15/2013  
DATE

Eileen Conlon Scott  
SIGNATURE

THANK YOU FOR YOUR INTEREST IN SERVING ON A CITY BOARD OR COMMISSION

PLEASE RETURN COMPLETED FORM TO  
CITY CLERK, CITY OF UNALASKA, PO BOX 810, UNALASKA, AK 99685  
OR DROP IT OFF AT CITY HALL

CITY OF UNALASKA  
UNALASKA, ALASKA

RESOLUTION 2013-63

A RESOLUTION OF THE UNALASKA CITY COUNCIL CONFIRMING THE MAYOR'S APPOINTMENT OF HEATHER LEY TO THE PARKS, CULTURE, AND RECREATION ADVISORY COMMITTEE.

WHEREAS, City of Unalaska Code of Ordinances §2.60.030 states that each member of a board or committee shall be appointed by the Mayor, subject to approval of the City Council; and

WHEREAS, Mayor Marquardt has considered the application of a member of the public to the Parks, Culture, and Recreation Advisory Committee and has submitted the name to the City Council for approval;

NOW THEREFORE BE IT RESOLVED that the Mayor's appointment of Heather Ley to the Parks, Culture, and Recreation Advisory Committee is confirmed:

**MEMBER**  
HEATHER LEY

**EXPIRING**  
FEBRUARY 2016

PASSED AND APPROVED BY A DULY CONSTITUTED QUORUM OF THE UNALASKA CITY COUNCIL THIS 10<sup>TH</sup> DAY OF SEPTEMBER 2013.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

## BOARD APPLICATION

NAME OF BOARD APPLYING FOR:

PCR Advisory

Date: 8/23/13 Note: Application expires one year from date received.

NAME:

Heather Ley

ADDRESS:

PO Box 920173  
Dutch Harbor, AK 99692

PHONE: Daytime: 907-359-3502 Evening: \_\_\_\_\_

OCCUPATION:

UCSP - Teacher

EMPLOYER: \_\_\_\_\_

PREVIOUS BOARD/COMMITTEE EXPERIENCE:

N/A

(Attached pages additional if necessary)

Check the main reason(s) for your interest:

☐ I am a returning board or commission member whose term recently expired.

☐ I have expertise I want to contribute.

☒ I am interested in the activities the Board/Commission handles.

☐ I want to participate in local government.

☐ I want to make sure my segment of the community is represented.

☐ Other \_\_\_\_\_

Please explain in greater detail those you have checked:

I use to work for PCR and would like to be involved.

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

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

Media

Word of Mouth

Solicitation

Other \_\_\_\_\_

DATE

8/23/13

SIGNATURE

Heather Ley

THANK YOU FOR YOUR INTEREST IN SERVING ON A CITY BOARD OR COMMISSION

PLEASE RETURN COMPLETED FORM TO  
CITY CLERK, CITY OF UNALASKA, PO BOX 610, UNALASKA, AK 99685  
OR DROP IT OFF AT CITY HALL



## Heather R. Ley

PO Box 920173 • Dutch Harbor, Alaska 99692 • 907-581-6355 • venarduw@hotmail.com

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<b>Education:</b>	<i>University of Alaska Fairbanks-Counseling</i>	<b>Fairbanks, Alaska</b>
	Will graduate in May 2015 with a Master's Degree in counseling	
	<i>University of Wyoming-Bachelor of Arts</i>	<b>Laramie, Wyoming</b>
	Degree in Elementary Education; Emphasis in Early childhood education	
	<i>Laramie County Community College</i>	<b>Laramie, Wyoming</b>
<b>Employment:</b>		
August 2010-Present	Unalaska City School District Jeannie Schaiffo Third Grade Teacher	Unalaska, Alaska 907-581-3979 <b>40 hours/week</b>
	<ul style="list-style-type: none"><li>• Guided instruction</li><li>• Planned Lessons</li><li>• Communicated with parents</li><li>• Assisted with all extracurricular activities</li><li>• Pep Club advisor</li></ul>	
Aug. 2009-Aug. 2010	City of Unalaska Sarah Riffer Youth Program Coordinator	Unalaska, Alaska 907-581-1297 <b>40 hours/week</b>
	<ul style="list-style-type: none"><li>• Supervise 9-14 multiage children</li><li>• Plan art projects</li><li>• Plan field trips around town</li><li>• Coordinate programs for youth</li><li>• Help plan large community events</li></ul>	
Aug. 2009-June 2010	Southeast Regional Resource Center Gail Greenhalgh Infant Learning Provider	Unalaska, Alaska 1-800-478-2221 <b>20 hours/week</b>
	<ul style="list-style-type: none"><li>• Coordinate services for children with special needs</li><li>• Provide resources for parents with children birth to 3 years of age</li><li>• Document needs in an Individualized Family Service Plan (IFSP)</li><li>• Design a wide range of family-centered services, resources and supports</li></ul>	
August 2007-May 2009	Lower Yukon School District Will Sprott Teacher-Third Grade, Physical Education	Emmonak, Alaska 907-949-1248 <b>40 hours/week</b>
	<ul style="list-style-type: none"><li>• Guided instruction</li><li>• Planned Lessons</li><li>• Communicated with parents</li><li>• Administered Aims web testing</li><li>• Training in 6-Traits writing program</li><li>• Standards based instruction (RISC model)</li><li>• Assisted with all extracurricular activities</li></ul>	



**Student Teaching:**

Rendezvous Elementary  
Mentor: Melva Post-4<sup>th</sup> Grade  
413 N. 4<sup>th</sup> St.  
Riverton, WY 82501  
307-857-7070

Jan. 2006-April 2006

**Teaching Certificates:**

State of Wyoming  
State of Alaska

Elementary Education K-6  
Elementary Education K-6

**References:**

Jim Wilson  
Unalaska City School  
PO Box 570  
Unalaska, AK 99685  
jwilson@ucsd.net  
907-581-1222

Teri LaGrand  
Unalaska City School  
PO Box 570  
Unalaska, AK 99985  
tlagrand@ucsd.net  
907-581-1222

Christina Ball  
PO Box 128  
Unalaska, AK 99685  
jandcball@hotmail.com  
907-317-8961(cell)

**CITY OF UNALASKA  
UNALASKA, ALASKA**

**RESOLUTION NO. 2013-64**

**A RESOLUTION OF THE UNALASKA CITY COUNCIL APPROVING A 30-YEAR TIDELAND LEASE AGREEMENT BETWEEN THE CITY OF UNALASKA AND BERING SHAI MARINE, LLC FOR UTS 103 TRACT C**

WHEREAS, the City of Unalaska is the owner of Unalaska Tideland Survey (UTS) 103 Tract C, a portion of former Alaska Tideland Survey (ATS) 1452; and

WHEREAS, Bering Shai Marine, LLC desires to lease UTS 103 Tract C, for a 30-year period; and

WHEREAS, Section 7.12.020 UCO requires City Council approval of any lease of City property having a term greater than 5 years; and

WHEREAS, the City Council has determined that a 30-year lease is of benefit to the city as it promotes long term investment in Unalaska's tidelands and allows for an existing business to expand its practices;

NOW THEREFORE BE IT RESOLVED THAT THE UNALASKA CITY COUNCIL approves the tideland lease between the City of Unalaska and Bering Shai Marine, LLC for UTS 103 Tract C with the lease rate amount as negotiated by the City Manager in accordance with the City Manager Regulations for Tideland Leasing.

PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE UNALASKA CITY COUNCIL THIS 10<sup>TH</sup> DAY OF SEPTEMBER 2013.

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MAYOR

ATTEST:

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CITY CLERK

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## MEMORANDUM TO COUNCIL

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**TO: MAYOR AND CITY COUNCIL MEMBERS**  
**THRU: CHRIS HLADICK, CITY MANAGER**  
**FROM: ERIN REINDERS, DIRECTOR OF PLANNING**  
**DATE: SEPTEMBER 6, 2013**  
**RE: RESOLUTION 2013-64**

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**SUMMARY:** A tidelands lease between City of Unalaska and Bering Shai Marine, LLC has been drafted and is being processed in accordance with City code and regulations. City Council approval is required for the lease because the term is greater than 5 years. Staff recommends approval of Resolution 2013-64.

**PREVIOUS COUNCIL ACTION:** The current City Manager Regulations for Tidelands were endorsed by the City Council on April 24, 2012.

**BACKGROUND:** Section 7.12.020 UCO requires the City Council to approve any lease of city property having a term of greater than 5 years, and allows for lease terms of greater than 20 years if the Council determines that a longer lease is of benefit to the city. The City Manager Regulations for Tidelands recommend 30 year leases in order to promote long term investment in Unalaska's tidelands.

**DISCUSSION:** Bill Shaishnikoff of Bering Shai Marine, LLC has submitted an application to lease UTS 103 Tract C, a 2.71 acre tideland in order to add fill, construct a ramp and allow for mooring space. The referenced tract is shown on the plat attached to the lease agreement. As indicated on this plat, future phases of Bering Shai Marine's development plans involve a marine terminal encompassing Tracts C and B of UTS 103. Additional tideland lease agreements will be drafted as the plan evolves. These are appropriate uses of these tidelands as it allows for the upland owner, Bill Shaishnikoff, to expand his business operations currently taking place on the uplands in a cost effective manner and is constant with zoning district requirements.

The application is being processed and attached lease has been drafted in accordance with the Title 7 and Regulations for Tidelands Leasing, License, Exchange or Sale. The area involved with this lease agreement has been surveyed, with the plat itself having been approved and sent to the State Recorder's Office for recordation. Army Corps of Engineer, and other required permits, is in the process of being obtained and City building permits have already been granted. The required proof of insurance and the lease bond have already been provided. An appraisal of the tideland was prepared and the annual lease rate of \$4,721.92 has been set as it is 10% of the appraised value of the tideland. The 30-year term on this lease, allowing for an existing business to expand their current operations within our community, is of benefit to the city.

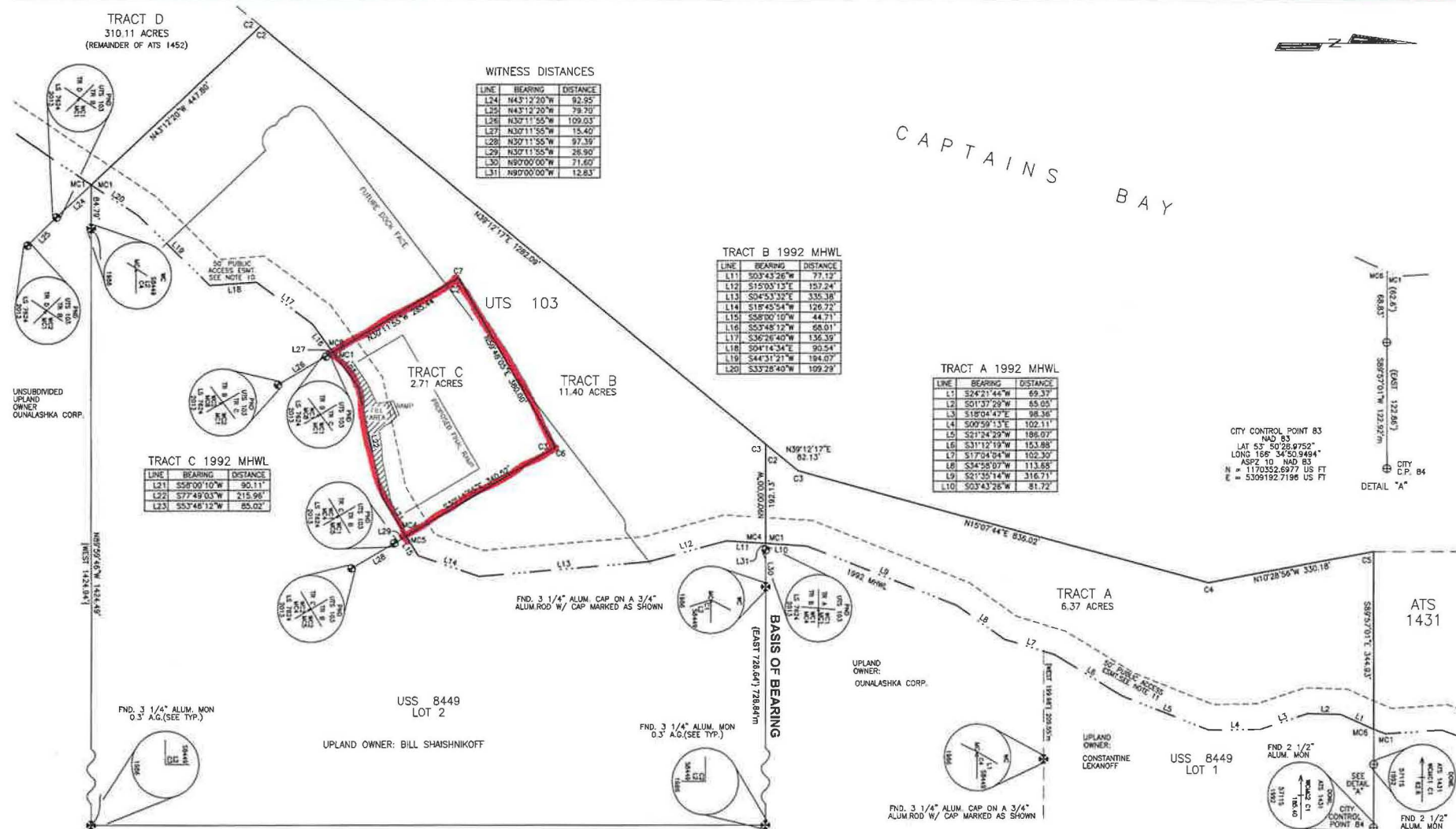
**ALTERNATIVES:** City Council may approve Resolution 2013-64 or they may find that it is in the best interest of the City to reject the application and disapprove Resolution 2013-64.

**FINANCIAL IMPLICATIONS:** The annual rent for this 2.71 acre parcel has been set for \$4,721.92 annual rent for 30 years, which totals \$141,657.60. This does not account for potential increased tax revenue that might result from the expansion, nor incremental rate increases.

**LEGAL:** The form of the lease was reviewed by the City Attorney.

**STAFF RECOMMENDATION:** Staff recommends approval of Resolution 2013-64.

**CITY MANAGER COMMENTS:** Recommend moving forward the finalizing the lease agreement.



**CERTIFICATE OF OWNERSHIP A**  
I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE REAL PROPERTY SHOWN AND DESCRIBED HEREIN. I HEREBY ADOPT THIS PLAN OF SUBDIVISION AND WAYS AND PUBLIC AREAS TO THE PUBLIC, AND SHOWN.

CHRIS HLADICK, CITY MANAGER  
CITY OF UNALASKA  
P.O. BOX 610  
UNALASKA, AK 99685

**NOTARY ACKNOWLEDGMENT FC**  
SUBSCRIBED AND SWORN TO BEFORE ME THIS 2013.

NOTARY PUBLIC

**TAX CERTIFICATE**

I HEREBY ACKNOWLEDGE THAT NO TAX PAYMENT HAS BEEN MADE ON THE PROPERTY SHOWN HEREON.

TAX OFFICIAL, CITY OF UNALASKA

**CITY APPROVAL**

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT FOUND TO COMPLY WITH THE REGULATIONS OF PLAT HAS BEEN APPROVED BY THE CITY OF U.

CITY CLERK

CHAIR OF THE PLATTING BOARD

**NOTARY ACKNOWLEDGMENT FC**  
SUBSCRIBED AND SWORN TO BEFORE ME THIS 2013.

NOTARY PUBLIC

**NOTARY ACKNOWLEDGMENT FC**  
SUBSCRIBED AND SWORN TO BEFORE ME THIS 2013.

NOTARY PUBLIC



**P N D ENGINEERS**  
Grid N/A Scale 1"=100' Date  
Drawn MT File No. 2013-01 W/D  
Checked by RB & MT

## SURVEYORS CERTIFICATE

I HEREBY CERTIFY THAT I AM PROPERLY REGISTERED AND LICENSED TO PRACTICE LAND SURVEYING IN THE STATE OF ALASKA, THAT THIS DRAWING REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION, THAT THE MONUMENTS SHOWN HEREON ACTUALLY EXIST AS DESCRIBED, AND THAT ALL DIMENSIONS AND OTHER DETAILS ARE CORRECT TO THE NORMAL STANDARDS OF PRACTICE OF LAND SURVEYORS IN THE STATE OF ALASKA.

DATE \_\_\_\_\_ REGISTRATION NO. LS 7524

REGISTERED LAND SURVEYOR

CITY OF UNALASKA  
TIDELAND LEASE AGREEMENT  
UTS No. 103 Tract C  
FOR CITY OWNED TIDELANDS

This Lease Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2012, between the City of Unalaska, a first-class Alaska municipal corporation (“Lessor”), whose address is P.O. Box 610, Unalaska, Alaska 99685, and Bering Shai Marine, LLC (“Lessee”), whose address is PO Box 196, Unalaska, Alaska 99685.

NOW THEREFORE, the Lessor and the Lessee, in consideration of the mutual covenants and conditions stated in this Lease, agree as follows:

Leased Premises. The Lessor hereby leases to the Lessee, and the Lessee hereby leases from the Lessor, the following parcel of land (collectively “Parcel”), which are situated in the State of Alaska, identified as follows:

Tract C of the Unalaska Tideland Survey 103, a replat of ATS 1452 – Plat Number 95-12, according to the official survey thereof included as Exhibit A, to be filed in the Aleutian Island Recording District, Third Judicial District, State of Alaska, and signed by Registered Professional Land Surveyor in the State of Alaska, comprised of 2.71 Acres, more or less.

EXCEPTING AND RESERVING THEREFROM, to the Lessor and its assigns during the term of this Lease, the following specific interests, which shall be in addition to and not in derogation of any general reservations to the Lessor which may be stated elsewhere in this Lease:

- A. Easements, rights of way and reservations of record.
- B. All reservations contained in the City’s Patent No. 375.
- C. The rights of the public to access tidelands under the Alaska Constitution.
- D. The rights of the public to access tidelands under the Public Trust Doctrine

1. Term. The term of this Lease shall be for a period of 30 years, commencing on the \_\_\_\_ day of \_\_\_\_\_, 2013 and ending on the \_\_\_\_ day of \_\_\_\_\_, 2043, unless sooner terminated as herein provided.

2. Rent. The Lessee shall pay to the Lessor the following rent ("Rent") for the Parcel: equal annual payments, in advance, on or before the 10<sup>th</sup> day of the first month of the period of said rental term at the rate of Four Thousand Seven Hundred Twenty-one dollars and Ninety-two cents (\$4,721.92) for the 2.71 Acre Parcel per annum, such annual rental payments to be subject to adjustment in accordance with Paragraph 3 of this Agreement.

The cost of the initial appraisal used to calculate this lease rate was \$4,321, originally paid for by the City and to be split equally between the City and the Lessee. The Lessee shall pay the Lessor the following reimbursement for the Initial Appraisal of the Parcel: on or before the 10<sup>th</sup> day of the first month of the period of said rental term at the rate of Two Thousand One Hundred Sixty dollars and Fifty cents (\$2,160.50).

3. Adjustments to Rent. Rent due under this Agreement shall be adjusted upward or downward as follows:

The annual rent will typically be 10% of the appraised value of the tideland, including all previously existing improvements, as determined by an appraiser or based on the Fair Market Rent as established by an appraiser. Commencing at the end of the fifth (5<sup>th</sup>) year of the term, and continuing at the end of every five (5) years thereafter the Parcel, including any previously existing improvements included in this Lease Agreement, but excluding improvements made by Lessee, shall be reappraised by the City of Unalaska and the annual rent shall be adjusted accordingly. In some instances, a letter of opinion from an appraiser may be all that is warranted and may be considered every five years with a reappraisal every 10 years. Rent shall at no point be less than \$2,250 per acre with a \$2,250 minimum annual rent. The cost of subsequent reappraisals will be split equally between the City and the Lessee.

4. Payment of Rent. Rent payments shall be made payable to the City of Unalaska and delivered to the City of Unalaska Finance Department, P.O. Box 610, Unalaska, Alaska 99685, or to any other address which Lessor may designate in writing.

5. Interest on Delinquent Payments. All unpaid rents and fees shall accrue interest at the rate of ten and one-half per cent (10.5%) per annum beginning thirty (30) days after payment is due.

6. Use of Parcel. The Lessee shall use and occupy the Parcel in compliance with all applicable laws, regulations, ordinances and orders which a public authority has promulgated or may promulgate, including those of a building or zoning authority and those relating to pollution and sanitation control and those relating to City of Unalaska sales taxation. The Lessee shall not permit any unlawful occupation, business, or trade to be conducted on the Parcel. The Lessee shall properly locate itself and its improvements on the Parcel, and shall not commit waste of the Parcel, whether ameliorated or otherwise. Notwithstanding such laws, regulations, ordinances and orders, the Lessee shall maintain the Parcel in a reasonably neat and clean condition, and take all prudent precautions to prevent or suppress pollution of the ground, surface water, air, or land, and to prevent erosion or destruction of the land.

7. Improvements. The Lessee may make permanent improvements to the Parcel permitted by applicable law. Improvements shall be made to the leased tideland within 2 years of the signing of the lease, or lease may be revoked. The Lessee must within 90 days of completion of any such improvements including, but not limited to, structural improvements, clearing, leveling, excavation, and backfill, file

with the Lessor adequate and reasonable documentation of such improvements, setting forth all applicable costs and quantities. Failure to provide such documentation may result in a loss of credit to the Lessee for such improvements when the original condition of the Parcel is determined for reappraisal purposes under Paragraph 3 hereof.

8. Encumbrance of Parcel. The Lessee, during the term of this Lease, shall not encumber or cloud the Lessor's reversionary interest in the Parcel, without the prior written consent of the Lessor, which shall not be unreasonably withheld; and any such act or omission, without the prior written consent of the Lessor, shall be voidable by the Lessor.

9. Notices of Non-responsibility and Completion. Prior to commencing any improvements on the Premises costing more than twenty thousand dollars (\$20,000.00), individually or in the aggregate, Lessee shall obtain from Lessor and duly post and record an appropriate notice of Lessor's non-responsibility for such Improvements, pursuant to the requirements of AS 34.35.065 or its successor. Lessee shall, upon the completion of any improvements to the Property, promptly give and record an appropriate notice of completion respecting all such Improvements, pursuant to the requirements of AS 34.35.071 or its successor.

10. Assignment of Lease and Sublease of Parcel. The Lessee may not assign this Lease or sublet the Parcel, without the prior written consent of the Lessor, which shall not be unreasonably withheld. No assignment of this Lease shall be approved until the assignee agrees to be subject to and governed by the provisions of this Lease in the same manner as the original Lessee to the extent that they may be applicable to the sublease except for the payment of Rent and other monetary obligations. No such assignment or sublease will be effective until approved by the Lessor in writing or shall annul the Lessee's obligation to pay the rent herein required for the full term of this Lease. Except as permitted by the Lessor, no subdivision of the Lessee's leasehold interest, including any exposed airspace thereon, shall occur.

11. Denial of Warranty Regarding Conditions. The Lessor neither makes any warranty, express or implied, nor assumes any liability whatsoever, regarding the natural, social, economic, or environmental conditions of the Parcel, including, without limitation, the soil, water and drainage conditions, natural or artificial hazards, and the profitability or fitness of the Parcel for any use.

Lessee represents and warrants that it has independently inspected the Parcel and made all tests, investigations and observations necessary to satisfy itself of the condition of the Parcel. Lessee shall and is relying solely on such independent inspection, tests, investigations and observations in making this Agreement. Lessee accepts and shall be responsible for any risk of harm to any person and property, including but not limited to, employees of Lessee, from any latent defects in the Property.

12. Agreement to Terms of Lease. The Lessor and the Lessee agree and recognize that each of the covenants and conditions in this Lease and any attachments thereto are merged and incorporated into this agreement and shall be binding upon themselves and upon their respective successors, successors in interest and assigns and shall inure to their benefit. The Lessor and the Lessee further agree and recognize that this Lease shall be conditioned upon satisfactory performance by the Lessor and the Lessee of all covenants and conditions contained herein.



13. Payment of Taxes and Assessments. The Lessee shall pay as additional rent all real property taxes and assessments lawfully levied upon the Parcel during the term of the Lease.

14. Utilities and Services. Lessee shall, at its expense, procure and timely pay for all services and utilities and hook-ups therefore which are necessary or appropriate for its operation or use of the Parcel.

15. Easements. Lessor reserves the right to make grants to third parties or reserve to the Lessor easements through, on or above the Parcel for the purpose of providing water, sewer or electric services to the Parcel or to adjacent properties, or for the purpose of providing reasonable public access to public waters, provided that no such easement or may be granted or reserved which unreasonably interferes with the Lessee's use of the Parcel.

16. Condemnation of Leasehold Improvements. If the whole or any part of the Parcel is taken by any authorized body or person vested with the power of eminent domain, by negotiation, court action, or otherwise, the following provisions control:

- (a) If all of the Parcel is taken by condemnation, this Lease and all rights and obligations of the Lessee will immediately terminate, and the rent will be adjusted so that it is due only until the date the Lessee is required to surrender possession of the Parcel. The Lessor is entitled to all the condemnation proceeds, except that the Lessee will be paid the portion of the proceeds attributable to relocation costs or to improvements located on the Parcel.
- (b) If the taking is of a substantial part of the Parcel, the following rules apply:
  - (1) If the taking reduces the ground area of the Parcel by at least 30 percent or materially affects the use being made by the Lessee of the Parcel, the Lessee has the right to elect to terminate or not to terminate this Lease by written notice to the Lessor not later than 180 days after the date of taking.
  - (2) If the Lessee elects to terminate this Lease, the provisions in (a) of this subsection govern the condemned portion of the Parcel and the terms of the Lease govern disposal of the remainder if any
  - (3) If the Lessee elects not to terminate, the Lease continues and the Lessor is entitled to the full condemnation proceeds, except the Lessee will be paid the portion attributable to relocation costs or to improvements located on Parcel. Except as it may be adjusted from time to time under the terms of this Lease, rent for the balance of the term will be equitably adjusted by the Lessor to reflect the taking.
- (c) If the taking by condemnation reduces the ground area of the Parcel by less than 30 percent and the Lessee's use of the Parcel is not materially affected, the provisions of (b)(3) of this subsection will govern.

17. Access. The Lessor makes no representations or warranty that it will construct or maintain access to the Parcel.

18. Valid Existing Rights. This Lease is entered into and made subject to all valid existing rights, including easements, rights-of-way, reservations, or other interests in land of record on the date of execution of this Lease.

19. Inspection. The Lessor shall have reasonable access to the Parcel for purposes of inspection regarding the faithful performance by the Lessee of the covenants and conditions of this Lease and for the performance of other lawful requirements.

20. Mineral Reservations. The Lessor hereby expressly saves, excepts, and reserves out of the grant hereby made, unto itself, its lessees, successors, and assigns forever, all oils, gases, coal, ores, minerals (other than sand, gravel and rock), fissionable materials, geothermal resources, and fossils of every name, kind or description, and which may be in or upon said lands above described, or any part thereof, and the right to explore the same for such oils, gases, coal, ores, minerals (other than sand, gravel and rock), fissionable materials, geothermal resources, and fossils. The Lessor also hereby expressly saves and reserves out of the grant hereby made, unto itself, its lessees, successors, and assigns forever, the right to enter by itself, its or their agents, attorneys, and servants upon said lands, or any part or parts thereof, at any and all times, for the purpose of opening, developing, drilling and working mines or wells on these or other lands and taking out and removing therefrom all such oils, gases, coal, ores, minerals (other than sand, gravel and rock), fissionable materials, geothermal resources, and fossils, and to that end it further expressly reserves out of the grant hereby made, unto itself, its lessees, successors, and assigns forever, the right by its or their agents, servants and attorneys at any and all times to erect, construct, maintain, and use all such buildings, machinery, roads, pipelines, power lines, and railroads, sink such shafts, drill such wells, remove such soil, and to remain on said lands or any part thereof for the foregoing purposes and to occupy as much of said lands as may be necessary or convenient for such purposes, hereby expressly reserving to itself, its lessees, successors, and assigns, as aforesaid, generally all rights and power in, to and over said land, whether herein expressed or not, reasonably necessary or convenient to render beneficial and efficient the complete enjoyment of the property and rights hereby expressly reserved.

Provided, however, that no rights reserved hereunder shall be exercised by the Lessor or its subsurface lessees, until provision has been made by the Lessor or its subsurface lessees to pay to the Lessee of the land upon which the rights are herein reserved, full payment for all damages and losses sustained by said Lessee by reason of entering upon said land; and provided further that, if the Lessee for any cause whatever refuses or neglects to accept such damage or loss payment, the Lessor or its subsurface lessees, or any applicant for a subsurface lease, contract or option from the Lessor or its subsurface lessee for the purpose of exploring for or extracting valuable minerals (other than sand, gravel and rock), coal, petroleum, natural gas, or geothermal resources shall have the right, after posting an adequate surety bond for the Lessee, as the obligee, issued by a corporation qualified to do business in Alaska and licensed to sell insurance in Alaska, or after posting for the Lessee, as the obligee, an adequate bond executed by one or more individual sureties approved by the Lessee and after due notice and an opportunity to be heard, to exercise rights granted to it for reasonable use of the surface required for the full enjoyment of the reserved subsurface rights which it holds. Each surety bond shall be sufficient in amount and security to secure the affected rights of the Lessee, and the Lessee and the Lessor or its subsurface lessee shall have the standing which may be necessary to seek a determination of the damages and losses which the Lessee may suffer, and the security appropriate to hold the Lessee harmless in relation thereto.

21. Appropriation or Disturbance of Waters. During the term of this Lease, the Lessee shall have the right to apply for an appropriation of ground or surface water on the Parcel in accordance with the Alaska Water Use Act. All water applied for and appropriated during the term of this Lease shall remain appurtenant to the Parcel during said term, and such water and water rights shall not be severed or transferred from the Parcel or any part thereof during said term without the prior consent of the Lessor. The Lessee's rights under any permit or certificate of appropriation shall revert to the Lessor upon termination of the Lease or forfeiture of the Lease for cause.

22. Acquisition of Rights or Interests. Any right or interest acquired during the term of this Lease and accruing to the benefit of the Parcel shall remain appurtenant to the Parcel during that term, and shall not be severed or transferred from the Parcel without the prior consent of the Lessor. In the event of termination or forfeiture of this Lease, any such right or interest shall revert to the Lessor along with the Parcel.

23. Land Alterations Due to Natural or Artificial Causes. The Parcel described herein shall constitute the entire Parcel of property to be leased by the Lessor to the Lessee pursuant to this agreement. If, through natural or artificial causes, accretion or reliction of land occurs on property contiguous to the Parcel that is owned by the Lessor, the Lessee shall have no right to occupy or use such contiguous property unless a separate lease is entered with the Lessor with respect to such property. The parties agree and stipulate that the rules of law usually applicable to accretion or reliction of land shall not apply to this Lease, nor to the Parcel leased hereunder, in order that the parties may give effect to the provision agreed upon herein.

24. Environmental Indemnification. If any hazardous substances are released or discharged on or from the Parcel to, on or about the Parcel or other properties, including, but not limited to, the surface or subsurface waters adjacent to the Parcel during the term of this Agreement, Lessee shall indemnify, defend, and hold Lessor harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses, including, but not limited to, costs incurred in connection with any investigation of site conditions or any cleanup, remediation, removal, or restorative work required by any federal or state agency due to the presence of hazardous substances in the soil or groundwater on or under the Parcel or other affected properties, whether such losses arise during or after the term of this Agreement, but only to the extent that such release or discharge is not caused by the fault of Lessor or its agents, representatives, contractors or employees.

25. Lease Subject to Public Trust. This Agreement is subject to the principles of the Public Trust Doctrine.

26. Hazardous Substances. Lessor represents and warrants to Lessee that, to the best of its information, knowledge and belief, no hazardous substances have been released, discharged or spilled on the Parcel; however, Lessor does not represent, warrant or guarantee that this is necessarily the case. Otherwise, Lessor has made no express or implied representations or warranties to Lessee with respect to the release, discharge or spillage of any hazardous substances in, on or about the Parcel. Lessee hereby releases and discharges Lessor, its affiliates and all of their respective past, present and future officials, employees, agents, attorneys, insurers and representatives, with prejudice, from any and all claims, obligations or liabilities which have arisen, resulted from or are based upon, or may in the future arise out of, result from or be based upon, in whole or in part, the past release, discharge or spill of any hazardous

substances or other environmental pollution in, on or about the Parcel, regardless of whether such claim, obligation or liability, or the type or extent thereof, is now known or foreseeable; provided, however, that such release and discharge shall be inapplicable to claims, obligations and liabilities that are based upon a material breach of the representations and warranties made by Lessor in this Agreement.

27. Definition of Hazardous Substance. Hazardous substance, as such term is used in this Agreement, includes: (a) (1) crude oil, (2) petroleum, (3) diesel fuel, (4) marine fuel, (5) heating oil, (6) gasoline, (7) motor oil, (8) kerosene, (9) aviation fuel, (10) other petroleum products, additions and derivatives, (11) urea formaldehyde foam insulation, (12) asbestos, and (13) polychlorinated biphenyls; and (b) any other (1) pollutant, (2) contaminant or (3) toxic, flammable, explosive, radioactive, noxious, hazardous, extremely hazardous, dangerous or potentially dangerous waste, material or substance, the response to which or the remediation or removal of which is required, or the manufacture, preparation, production, use, maintenance, treatment, storage, transfer, disposal, handling, processing or ownership of which is restricted, prohibited, regulated or penalized by any federal or state law or regulation as now or hereafter in effect.

28. Spill Prevention. Any fuel or oil stored on the Parcel shall be stored so as to prevent the discharge thereof from entering any ground or surface waters. Lessee shall promptly clean or mop up any fuel or oil spilled on or about the Parcel. If Lessee's use of the Parcel results in hazardous substances being on or about the Parcel, Lessee shall:

- (a) Have materials and equipment available on the Parcel at all times sufficient to contain and clean up any hazardous substance that may reasonably be expected to be spilled on or about the Parcel. A list of said material and equipment shall be provided to Lessor for approval at the request of Lessor which approval shall not be unreasonably withheld. Lessee shall comply with all reasonable requests of Lessor regarding the amount and type of equipment and material to be kept available on the Property to contain and clean up any hazardous substance that may reasonably be expected to be spilled on or about the Property.
- (b) Prior to commencing operations from any improvement on the Parcel for which a DEC-approved Spill Contingency Plan is required, Lessee shall provide evidence of the existence of such an approved plan in a form acceptable to Lessor.
- (c) Lessor's inspection rights identified in paragraph 24 specifically include the right to inspect the materials indicated as present and stored for purposes of responding to spills of hazardous substances on the Parcel.

29. Erosion Prevention. Lessee shall prevent unwarranted erosion of the Parcel that is caused by Lessee's use or occupancy of the Parcel. Any such erosion shall be repaired in a manner satisfactory to Lessor at Lessee's sole expense.

30. Waiver or Forbearance. The receipt of rent by the Lessor, with or without knowledge of any breach of the Lease by the Lessee, or of any default on the part of the Lessee in the observance or performance of any of the terms, conditions or covenants of this Lease, shall not be deemed to be a waiver of any provision of this Lease. No failure on the part of the Lessor to enforce a condition or

covenant of this Lease, nor the waiver of any right hereunder by the Lessor, unless in writing, shall discharge or invalidate the application of such term or covenant; nor shall any forbearance or written waiver affect the right of the Lessor to enforce any term or covenant in the event of any subsequent breach or default. The receipt by the Lessor of rent or any other sum of money, or the termination in any manner of the Lease, or the giving by the Lessor of any notice hereunder to effect such termination, shall not reinstate, continue, or extend this Lease, nor destroy or in any manner or impair the validity of any such notice of termination which may have been given hereunder by the Lessor to the Lessee prior to the receipt of any such sum of money or other consideration, unless the contrary effect shall be expressed in writing and signed by the Lessor.

31. Bankruptcy. In the event Lessee becomes insolvent, makes an assignment for the benefit of creditors, becomes the subject of a bankruptcy proceeding, reorganization, arrangement, insolvency, receivership, liquidation, or dissolution proceedings, or in the event of any judicial sale of Lessee's interest under this Lease, Lessor shall have the right to declare this lease in default.

32. Breach and Remedies.

- (a) Time is of the essence of this Lease. If the Lessee shall materially breach any of the terms, covenants, conditions or stipulations contained in this Lease or attached hereto which are applicable to it, and said breach shall not be completely cured within 60 days after written notice of such breach has been served by the Lessor upon the Lessee and each holder of a security interest in the Lessee's interest under this Lease that has notified the Lessor of such security interest, the Lessee shall be subject to such legal rights and remedies as the Lessor shall have available to it under applicable law, including, but not limited to, the termination of this Lease; provided, however, that no improvements now upon the Parcel, or which may be placed thereon during the term of this Lease, may be removed therefrom during any time in which the Lessee may be in material breach of this Lease. In the event that this Lease is terminated by the Lessor for a material breach by the Lessee of this Lease, all rents paid by the Lessee shall be forfeited to and retained by the Lessor, not as a penalty, but as liquidated damages for such breach. The Lessor shall not be liable for any expenditures made by the Lessee or undertaken by the Lessee under this Lease prior to such termination.
- (b) If the Lessee fails to completely cure a material breach of this Lease by it within the time allowed in (a) of this paragraph, any holder of a security interest in the Lessee's interest under this Lease who has notified the Lessor of such security interest may cure or remedy such breach if the breach can be cured by the payment of money or, if this cannot be done, by performing, or undertaking in writing to perform, the Lessee's obligations which are the subject of such breach that are capable of performance by the holder. The holder shall act within 60 days from the date of receipt of notice under (a) of this paragraph, or within any additional period which the Lessor may allow for good cause.
- (c) In the event that this Lease is terminated, or in the event that the Parcel is abandoned by the Lessee during the term of this Lease, the Lessor may immediately, or at any time thereafter, enter or reenter and take possession of such Parcel and without liability for any damage therefore, remove all persons and personal properties therefrom, either by

summary proceedings or by suitable action at law; provided, however, that the words “enter” and “re-enter” as used herein are not restricted to their technical legal meaning. Any entry or re-entry, possession, repossession, or dispossession by the Lessor, whether taken by summary proceedings or otherwise, shall not be deemed to absolve, relieve, release or discharge the Lessee, either in whole or part, for any monetary liability under the Lease.

33. Disposition of Improvements and Personality After Termination:

- (a) Improvements, fixtures, machinery and equipment owned by lessee shall be removed by lessee from the Property within sixty (60) days after the expiration or termination of this Lease; provided that such removal will not cause injury or damage to the Property, or if it does, Lessee shall indemnify Lessor for the full amount of such damage; and further provided that any improvements, fixtures, machinery or equipment left on the Property by Lessee shall be in good, safe and tenantable or operable condition; and further provided that Lessee shall not commit, create, leave or allow to exist on the Property any nuisance or public nuisance. The Lessor may extend the time for such removal in case hardship is shown to Lessor’s satisfaction, provided application for extension has been made in writing and received by Lessor within said sixty (60) day period.
- (b) Any buildings, improvements, fixtures, machinery, equipment or other items of real or personal property, which are not removed from the Property within the time allowed in paragraph 33 (a) of this Lease, shall immediately become the property of Lessor and title thereto shall vest in Lessor without further action on the part of Lessee or Lessor. Lessor may use, sell, destroy, or otherwise dispose of any such property in any matter that it sees fit, without further obligation to Lessee.

34. Indemnification. To the fullest extent allowed by law, Lessee shall defend, indemnify and hold harmless Lessor from and against all claims and demands for loss or damage, including property damage, personal injury, wrongful death, and wage or employment claims arising out of or in connection with the use or occupancy of the Parcel by Lessee or by any other person holding under Lessee from any accident or fire on the Parcel and from any nuisances made or suffered thereon; and from any failure by Lessee to keep the Property in a safe and lawful condition except to the extent that such claims or demands are caused by the fault of Lessor or its agents, representatives, employees or contractors.

35. Surrender of Leasehold. Upon the expiration or sooner termination of this Lease, the Lessee shall quietly and peaceably leave, surrender and yield up unto the Lessor all of the Parcel. In the event that Lessee remains in possession of the Parcel after the expiration of this Agreement with Lessor’s permission, Lessee shall be deemed to be occupying the Property as a month-to-month tenant, subject to all of the terms and conditions of this Agreement and the law, to the extent that they may be applicable to a month-to-month tenant.

36. Required Insurance. The following insurance coverage is required to be furnished by the Lessee and is subject to annual review and adjustment by the Lessor, who may require reasonable increases in such coverage based on increased risks. Proof of the following coverage must be shown prior to execution of this Lease. A current certificate of insurance shall be submitted to the City each year.

The insurance policies must be written by a company or companies that are on the Alaska Division of

Insurance's "admitted list" or "surplus lines insurance list". The broker/agent must be licensed to do business in the State and, if surplus lines insurance is provided, the broker must have a surplus broker license.

- (a) Comprehensive (Commercial) General Liability Insurance. Such insurance must have coverage limits of not less than \$1,000,000 combined single limits per occurrence and not less than two million dollars (\$2,000,000) aggregate limits and shall include premises operations, independent contractors, products/completed operations, broad form property damage, blanket contractual and personal injury endorsements.

The policies evidencing such coverage shall contain, or be endorsed to:

- (1) The Lessor, its officers, its agents and its employees are to be covered as additional insureds with respect to liability arising out of use of the Parcel or operations of the Lessee with respect to the Parcel.
- (2) The Lessee's insurance coverage shall be primary insurance with respect to the Lessor, its officers, agents, and employees. Any insurance or self insurance maintained by the Lessor shall be excess of the Lessee's insurance and shall not contribute to it.
- (3) Coverage shall state that the Lessee's insurance shall apply separately to each insured against whom claim is made or suit brought except with the respect to the limits of insurer's liability.
- (4) That, as respects the interests of Lessor, such insurance shall (A) not be invalidated by any action or neglect of any person other than Lessor and (B) insure Lessor regardless of any misrepresentation, breach or non-observance of any warranty, declaration or condition contained in any applications by Lessee for, or policy evidencing, such insurance; and
- (5) That no such insurance shall be canceled or materially changed as respects the interests of Lessor on less than thirty days prior written notice to Lessor;

- (b) Workers' Compensation and the Employer's Liability Coverage. The Lessee shall be covered with workers compensation insurance and employer's liability insurance in the required statutory amounts.

37. Notices. All notices required or permitted under this Lease shall be personally delivered or sent by certified mail, postage prepaid, to the parties at the following addresses:

To Lessor: City of Unalaska  
P.O. Box 610  
Unalaska, Alaska 99685

To Lessee: Bering Shai Marine, LLC  
PO Box 196  
Unalaska, Alaska 99685

Any notice or demand which must be given or made by the Lessor or the Lessee shall be in writing and shall be complete if personally delivered or sent by United States certified mail to the address shown in the Lease Agreement, or to such other address as each of the parties may designate in writing from time to time. A copy of any such notice shall be forwarded to the Lessor, and to the holder of any security interest in the Lessee's interest in the Lease has properly given notice of its security interest in the Lease to the Lessor.

38. Integration and Modification. This Lease, including all attachments and documents which by reference are incorporated herein or made a part hereof, contains the entire agreement between the parties hereto.

39. Amendments. This Lease may not be modified or amended except by a document signed by both parties hereto, and any purported amendment or modification shall be without legal effect until reduced to writing and signed by both parties hereto.

40. Severability of Clauses of Lease Agreement. If any clause, or provision, herein contained, shall be adjudged to be invalid or unenforceable, it shall not affect the validity or enforceability of any other clause or provision of this Lease or give any cause of action in favor of either party as against the other.

41. Applicable Law. This Lease shall be governed by the laws of the State of Alaska. The venue for any dispute between the parties shall lie exclusively with the courts for the Third Judicial District for the State of Alaska at Anchorage, or, alternatively, with the United States District Court for the District of Alaska at Anchorage, unless a nonwaivable federal or Alaska law should require to the contrary.

IN WITNESS WHEREOF the Lessor and the Lessee have caused these presents to be executed in duplicate, and have hereunto set their respective hands, agreeing to keep, observe and perform the terms, conditions and provisions herein contained or attached, which on the Lessor's or the Lessee's respective parts are to be kept, observed and performed.

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Bering Shai Marine, LLC



THIS IS TO CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me appeared \_\_\_\_\_ to me known and known to me to be the person named in and who executed the Lease Agreement and acknowledged voluntarily signing the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

\_\_\_\_\_  
NOTARY PUBLIC in and for \_\_\_\_\_

My Commission Expires:\_\_\_\_\_

\_\_\_\_\_  
City Manager,  
City of Unalaska

THIS IS TO CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,before me appeared \_\_\_\_\_to me known and known to me to be the person named in and who executed the Lease Agreement and acknowledged voluntarily signing the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

\_\_\_\_\_  
NOTARY PUBLIC in and for \_\_\_\_\_

My Commission Expires:\_\_\_\_\_