

**Regular Meeting**  
**Tuesday, June 13, 2023**  
**6:00 p.m.**



**Unalaska City Hall**  
**Council Chambers**  
**43 Raven Way**

**Council Members**  
Thomas D. Bell  
Darin Nicholson  
Daneen Looby

**Council Members**  
Dennis M. Robinson  
Alejandro R. Tungul  
Shari Coleman

*To Provide a Sustainable Quality of Life  
Through Excellent Stewardship of Government*

## **UNALASKA CITY COUNCIL**

P. O. Box 610 • Unalaska, Alaska 99685  
Tel (907) 581-1251 • Fax (907) 581-1417 • [www.ci.unalaska.ak.us](http://www.ci.unalaska.ak.us)

**Mayor:** Vincent M. Tutiakoff, Sr. **City Manager:** William Homka  
**City Clerk:** Marjie Veeder, [mveeder@ci.unalaska.ak.us](mailto:mveeder@ci.unalaska.ak.us)

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### **COUNCIL MEETING ATTENDANCE**

The community is encouraged to attend meetings of the City Council:

- In person at City Hall
- Online via ZOOM (link, meeting ID & password below)
- By telephone (toll and toll free numbers, meeting ID & password below)
- Listen on KUCB TV Channel 8 or Radio Station 89.7

### **PUBLIC COMMENT**

The Mayor and City Council value and encourage community input at meetings of the City Council. There is a time limit of 3 minutes per person, per topic. Options for public comment:

- In person
- By telephone or ZOOM - notify the City Clerk if you'd like to provide comment using ZOOM features (chat message or raise your hand); or \*9 by telephone to raise your hand; or you may notify the City Clerk during regular business hours in advance of the meeting
- Written comment is accepted up to one hour before the meeting begins by email, regular mail, fax or hand delivery to the City Clerk, and will be read during the meeting; include your name

**ZOOM MEETING LINK:** <https://us02web.zoom.us/j/85203975430>

**Meeting ID:** 852 0397 5430 / **Passcode:** 977526

**TELEPHONE: Meeting ID:** 852 0397 5430 / **Passcode:** 977526

Toll Free numbers: (833) 548-0276; or (833) 548-0282; or (877) 853-5247; or (888) 788-0099

Non Toll Free numbers: (253) 215-8782; or (346) 248-7799; or (669) 900-9128

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## **AGENDA**

1. **Call to order**
2. **Roll call**
3. **Pledge of Allegiance**
4. **Recognition of Visitors**
5. **Adoption of Agenda**
6. **Approve Minutes of Previous Meeting [May 23, 2023](#)**
7. **[City Manager Report](#)**

8. **Community Input & Announcements** *Members of the public may provide information to council or make announcements of interest to the community. Three-minute time limit per person.*
9. **Public Comment on Agenda Items** *Time for members of the public to provide information to Council regarding items on the agenda. Alternatively, members of the public may speak when the issue comes up on the regular agenda by signing up with the City Clerk. Three-minute time limit per person.*
10. **Public Hearing** *Members of the public may testify about any item set for public hearing. Three-minute time limit per person.*
  - a. [Ordinance 2023-05](#): Amending the Fee Schedule specifying the fees and charges for services, labor and equipment provided by the city
  - b. [Ordinance 2023-06](#): Amending the Port of Dutch Harbor Unalaska Marine Center Terminal Tariff
11. **Work Session** *Work sessions are for planning purposes, or studying and discussing issues before the Council.*
  - a. New website and mobile “app” for Parks, Culture & Recreation (*no packet documents*)
  - b. [Robert Storrs Harbor A and B Float Replacement Project Update](#)
  - c. [Unalaska Fishermen’s Memorial Site Options](#)
12. **Consent Agenda** *Approval of non-controversial or routine items, accomplished without debate and with a single motion and vote. Council members may request an item be moved to the regular agenda for discussion purposes.*
  - a. [Ordinance 2023-05](#): 2<sup>nd</sup> Reading, Amending the Fee Schedule specifying the fees and charges for services, labor and equipment provided by the city
  - b. [Ordinance 2023-06](#): 2<sup>nd</sup> Reading, Amending the Port of Dutch Harbor Unalaska Marine Center Terminal Tariff
  - c. [Resolution 2023-28](#): Authorizing the City Manager to extend the term of the professional services agreement with Robertson, Monagle & Eastaugh LLC for an additional term
  - d. [Resolution 2023-29](#): Authorizing the City Manager to extend the term of the professional services agreement with Dianne Blumer of Navigate AK, dba Blumer & Associates, for an additional term
  - e. [Resolution 2023-30](#): Authorizing the City Manager to enter into a professional services agreement with Kelty and Associates for fisheries and marine related natural resources consulting services
13. **Regular Agenda** *Persons wishing to speak on regular agenda items must sign up with the City Clerk. Three-minute time limit per person.*
  - a. [Ordinance 2023-07](#): 1<sup>st</sup> Reading, Creating Budget Amendment #6 to the fiscal year 2023 budget, increasing the City Manager’s Budget by \$80,000 to cover interim city manager’s expenses; and increasing the Airport budget by \$69,400 to cover operating and personnel shortfalls
14. **Council Directives to City Manager**
15. **Community Input & Announcements** *Members of the public may provide information to council or make announcements of interest to the community. Three-minute time limit per person.*
16. **Adjournment**

**Regular Meeting**  
**Tuesday, May 23, 2023**  
**6:00 p.m.**



**Unalaska City Hall**  
**Council Chambers**  
**43 Raven Way**

**Council Members**  
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**Mayor:** Vincent M. Tutiakoff, Sr. **City Manager:** William Homka  
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## **MINUTES**

1. **Call to order.** Mayor Tutiakoff called the regular meeting of the Unalaska City Council to order on May 23, 2023 at 6:05 p.m. following a meeting of the Board of Equalization.  
  
Council Member Bell read the City's Mission Statement: To provide a sustainable quality of life through excellent stewardship of government.
2. **Roll call.** The City Clerk called the roll. Council members Bell, Coleman, Looby, Robinson and Tungul were in attendance, with Looby and Robinson attending remotely. Nicholson was absent. Mayor announced quorum established.
3. **Pledge of Allegiance.** Tungul led the Pledge of Allegiance.
4. **Recognition of Visitors.** The Mayor acknowledged numerous people attending the meeting, with no particular recognitions being made.
5. The City Clerk administered the Oath of Office to City Manager William Homka.
6. The Mayor acknowledged the 15 year employment anniversary of John Warden from the Corrections Division at the Department of Public Safety. The Mayor also presented Mr. Warden with an anniversary plaque and pin.
7. The Mayor proclaimed June 2023 as Occupational Safety Awareness Month and read the proclamation into the record.
8. **Adoption of Agenda.** Coleman moved to adopt the agenda, with a second by Tungul. There being no objection, the agenda was adopted by consensus.
9. **Approve Minutes of Previous Meeting.** Tungul moved approve the proposed minutes of the council meeting held May 9, 2023 as presented; with second by Coleman. There being no objection, the minutes were approved by consensus.
10. **Reports**
  - a. Financials – April 2023: Interim Finance Director Clay Darnell presented the April financial reports. Comments from Council.

- b. City Manager: Homka provided an overview of his report and responded to questions from Council.

**11. Community Input & Announcements** were made as follows:

- a. M. Lynn Crane made an announcement on behalf of Iliuliuk Family Health Services regarding their Memorial Day BBQ
- b. Roger Blakeley made announcements regarding programs at Parks, Culture & Recreation
- c. Virginia Hatfield made announcements regarding programs and events of the Museum of the Aleutians
- d. Katherine McGlashan made announcements for Unalaska Visitors Bureau
- e. Utilities Director Steve Tompkins commended the efforts of personnel from the Solid Waste and Electric Production Divisions of Public Utilities
- f. City Fisheries Consultant Frank Kelty provided Council with updates regarding various fisheries and related issues
- g. M. Lynn Crane made announcements on behalf of Unalaskans Against Sexual Assault and Family Violence

**12. Public Comment on Agenda Items.** None.

**13. Public Hearing**

- a. The Mayor opened the public hearing for Ordinance 2023-03 Adopting the Fiscal Year 2024 Operating and Capital Budget. There being no testimony, the hearing was closed.
- b. The Mayor opened the public hearing for Ordinance 2023-04 Authorizing the City Manager to dispose of surplus personal property by Manufacturer Buy Back of Specialty Chlorine Gas Containers from Pyramid Water Treatment Plant. There being no testimony, the hearing was closed.

**14. Consent Agenda**

- a. Resolution 2023-24: Authorizing the City Manager to sign the FY24 Community Schools Agreement between the City of Unalaska and the Unalaska City School District
- b. Resolution 2023-25: Approving the Mayor's appointment of Marjie Veeder as the City's Representative on the Board of Directors of the Museum of the Aleutians
- c. Ordinance 2023-04: 2<sup>nd</sup> Reading, Authorizing the City Manager to dispose of surplus personal property by Manufacturer Buy Back of Specialty Chlorine Gas Containers from Pyramid Water Treatment Plant

Coleman moved to adopt the Consent Agenda, with second by Tungul. Roll call vote: all Council Members voted in the affirmative, unanimously adopting the three items on the Consent Agenda.

**15. Regular Agenda**

- a. Resolution 2023-26: Certifying the 2023 Real Property and Personal Property Tax Rolls

Tungul moved to adopt Resolution 2023-26, with a second by Bell.

Homka introduced the resolution; no discussion by Council.

Roll call vote: All Council members voted in the affirmative unanimously adopting Resolution 2023-26.

- b. Ordinance 2023-03: 2<sup>nd</sup> Reading, Adopting the Fiscal Year 2024 Operating and Capital Budget

Coleman moved to adopt Ordinance 2023-03, with a second by Tungul.

The City Manager provided an overview. Council comments.

Roll call vote: All Council members voted in the affirmative unanimously adopting Ordinance 2023-03.

- c. Ordinance 2023-05: 1<sup>st</sup> Reading, Amending the Fee Schedule specifying the fees and charges for services, labor and equipment provided by the city

Coleman moved to introduce Ordinance 2023-05 and schedule it for public hearing and second reading on June 13, 2023, with a second by Tungul.

The City Manager provided an overview followed by Council discussion.

Roll call vote: All Council members voted in the affirmative scheduling Ordinance 2023-05 for public hearing and second reading on June 13, 2023.

- d. Ordinance 2023-06: 1<sup>st</sup> Reading, Amending the Port of Dutch Harbor Unalaska Marine Center Terminal Tariff

Tungul moved to introduce Ordinance 2023-06 and schedule it for public hearing and second reading on June 13, 2023, with a second by Coleman.

The City Manager provided an overview. Port Director McLaughlin responded to Council questions.

Roll call vote: All Council members voted in the affirmative scheduling Ordinance 2023-06 for public hearing and second reading on June 13, 2023.

- 16. **Executive Session.** Bell moved to adjourn into Executive Session to discuss personnel and financial matters related to contract negotiations with the Inland Boatmen's Union, matters which, if immediately discussed in public, might negatively impact the interests of the City. Present in Executive Session will be the Mayor and City Council Members, City Manager Bil Homka, HR Manager Amy Stanford and Peggy McLaughlin and Patrick Bliss, the Director and Deputy Director of the Department of Ports and Harbors. Second by Tungul. There being no objection, Council moved into Executive Session at 7:09 p.m.

Clerk Note: The City Clerk noted that the HR Manager would not be joining the executive session.

- a. Report on negotiations with the Inland Boatmen's Union

Tungul moved to return to regular session, with second by Coleman. There being no objection, Council returned to Regular Session at 7:18 p.m.

## 17. Regular Session, Continued

- a. Resolution 2023-27: Authorizing the City Manager to sign the agreement between the City of Unalaska and the Inlandboatmen's Union of the Pacific, Alaska Region, representing Department of Ports and Harbors Employees

Bell moved to adopt Resolution 2023-27, with a second by Coleman.

The City Manager provided an overview followed by Council discussion. Each Council member commented favorably regarding the CBA.

Roll call vote: All Council members voted in the affirmative unanimously adopting Resolution 2023-27.

18. **Council Directives to City Manager.** None.

19. **Community Input & Announcements.** None.

20. **Adjournment.** Having completed all items on the agenda, the Mayor adjourned the meeting at 7:26 p.m.

These minutes were approved by the Unalaska City Council on June 13, 2023.

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Marjie Veeder, CMC  
City Clerk

## CITY MANAGER'S REPORT

TO: Mayor Tutiakoff and City Council Members

FROM: William Homka, City Manager

DATE: June 13, 2023

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- **Japanese Training Squadron:** The JS Kashima and JS Hatakaze arrived June 5 carrying 550 officers and crew members, including 160 newly commissioned officers. The mission of the JTS is to develop the seamanship of the newly commissioned officers and promoting relationships with port of call countries. I want to thank employees in the city departments who worked to make the visit a success, including:

- Ports - Event planning & coordination, liaison with Japanese consulate and vessel agents
- PCR - Hosted several events including swim meet, Origami, 16 member band, and Judo demonstration
- Fire – Gear and support
- Albert Burnham – crafting 2 beautiful ceramic pieces representing Japan and Unalaska as gifts for the visiting ships.



A few highlights of the visit include:

- Memorial Park – Ceremony held on Tuesday, June 6 was attended by the US Coast Guard and the Japanese Squadron in uniform. Rear Admiral Konno Yasushigo and Rear Admiral Nathan Moore spoke to the audience about building future relationships and the continued importance of preserving allies around the world.
- Swim meet – Five (5) community meet records were broken by the Japanese navy visitors, including:
  - Shiraki, Tuboi, Yunaka, Matsumoto – 1.45.58 for 200YD Medley Relay
  - Uchiyama – 2.19.50 for 200YD IM
  - Matsumoto – 53.17 for 100YD Freestyle
  - Shiraki – 1.06.76 for 100YD Backstroke
  - Tuboi – 1.05.13 for 100 YD Breaststroke
- Naval band performance – 16 member band playing over 20 instruments in the PCR gym, with standing ovations and encore performances.
- Trilateral – Met at OC offices on Wednesday with Rear Admiral Moore about the future possibility for more USCG presence and designation as a family duty station. Much work on everyone's part needs to be completed for our community to gain an increased presence.
- Compensation Study – Received 5 proposals for the Title 3 compensation study. Two did not meet our needs, one was 3 times the cost of the two we decided to interview. We are evaluating the two proposals and a decision will be made soon so that work can commence. We anticipate this project to last several months.

- I will be traveling to Anchorage Sunday June 11 and return Thursday June 15 at 8:00 pm. I plan to meet with our attorney and financial advisors about the fiscal sustainability plan. City Council had been working on this up to May 2022 and I want to find out where we left off and be able to make a recommendation about how to proceed.
- In my absence Marjie Veeder will serve as the Acting CM.
- Natalie Cale and Chris Price will also be in Anchorage next week. We plan to meet about possible ways to work together with Trident on the backhaul for barges and removing unwanted recyclable metal from the island.



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## MEMORANDUM TO COUNCIL

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To: Mayor and City Council Members  
From: Peggy McLaughlin, Port Director  
Through: William Homka, City Manager  
Date: June 13, 2023  
Re: Robert Storrs Harbor A and B Float Replacement Project Update

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**SUMMARY:** This memo serves as an information update for the Robert Storrs Harbor A and B Float Replacement Project. It provides a general summary of tasks completed and tasks in progress, with deadlines for grant applications and desired construction timelines. There are no Council actions requested at this time.

**DISCUSSION:** The Robert Storrs Harbor A and B Float Replacement Project has been on the CMMP beginning Fiscal year 2012. The Storrs Harbor serves vessels under 60', and provides moorage for private vessels. It is the only harbor that is designed for the local community's recreational and seasonal boaters, as well as the State Water Fisheries vessels. C Float was replaced with the Discovery Float in 2015, leaving A and B Floats with an indefinite date for reconfiguration and replacement.

Certain operational considerations were made in choosing the proposed site layout. Reconfiguring the existing layout is necessary in order to accommodate demand, and changing the layout to work around a significant shallow spot outside of B Float was part of these considerations. The reconfiguration adds linear feet for vessels and 42 slips. Adding more parking and a restroom facility are also part of the project.

In order to reconfigure and replace the existing floats, the Ports Department, Planning, and Department of Public Works have identified a general process and tasks to be completed to achieve the goal of float replacement in Spring/Summer of 2024.

**Tasks Completed:**

- Geotechnical sampling and analysis
- Tidelands application submitted and approved
- Site plan concepts drafted
- Preferred float design identified

**Tasks in progress:**

- Site plan final scoping
- Permitting (8-10 month process)
- Land swap with adjacent land owner for additional parking
- Harbor Matching Grant, application due August 5, 2023
- RFP for Design Build
- Project Cost estimate
- Survey and file final documents on newly-acquired tidelands

This is a general update for Council to understand the project's process. Robert Storrs has been on the CMMP for long time and its systems are failing, and failing beyond what can be permanently repaired. We will be able to provide a better financial snapshot once we have completed the RFP. It is our intention to move this project forward beginning this summer with construction no later than the spring of 2024.

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## MEMORANDUM TO COUNCIL

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To: Mayor and City Council Members  
From: Thomas Roufos, Associate Planner, Planning Department  
Through: William Homka, City Manager  
Date: June 13, 2023  
Re: Site Profiles for Unalaska Fishermen's Memorial

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**SUMMARY:** The following is a preliminary review of the identified potential locations near the Carl E. Moses Boat Harbor (CEM) for placement of the Unalaska Fishermen's Memorial. The City of Unalaska contributed \$250,000 to the project through the Rusting Man Foundation and the artist, Karel Machalek. The artwork is nearing completion and being shipped from Czechoslovakia. A location for the memorial has not been determined, and a summary profile of five (5) sites is attached for consideration.

**PREVIOUS COUNCIL ACTION:** City Council has express support for the memorial project and directed the City Manager to review the CEM area for development of the memorial site. City Council also approved a \$250,000 contribution to the project -- \$125,000 in FY23 and \$125,000 in FY24.

**BACKGROUND:** A site needs to be selected. Parameters for consideration include visibility, accessibility, security and overall suitability. Also, the general consensus gleaned from previous Council discussions is that the site should be near the CEM. The Planning Department enlisted the assistance of the Fire Department to prepare a list of pros and cons for the five potential sites.

**DISCUSSION:** The statue and mast is 25 feet tall, including a 5 foot tall and 25 foot wide pedestal. Three fishermen representing local fishing will each be 7 feet tall. The Planning and Fire Departments were able to approximate the height of the pedestal with the rails of Fire's utility pickup truck and three people standing on the rails were used to approximate the artwork's visibility for the entire memorial, however none of them are 7 feet tall individually.

Five sites were reviewed:

1. End of Road
2. Float A Corner
3. Overlook
4. Bridge
5. Channel Overlook

Of chief importance was visibility, not just from the CEM facility, but also from the general area and Airport Beach Road, knowing that it would be a site for both fishermen and the public to enjoy. Each site will need varying degrees of investment to place the statue, create parking, landscaping and lighting.

The preferred location is #3, the Overlook, given its prominent location, being out of the way of operations of the port, and clear land for landscaping. Second preference would be #5, the Channel Overlook, given its broad area of sight lines, segregated interaction between the memorial and dock functions, access to the main road, and similar blank slate. The two preferred locations will require an agreement or land lease with Ounalashka Corporation. Discussions with

OC about this site have yielded excitement about the opportunity to demonstrate the commitment of the Tri-lateral group in working together to recognize fishermen who support our community.

The remaining sites are less desirable for several reasons including more interference with CEM operations, parking for vehicles and trailers is already tight. Furthermore, the site at the end of the road would displace the oil spill response equipment, which is pre-staged for quick deployment. The bridge site, while in a sheltered location, has poor visibility from the CEM, limited space, and safety concerns due to its proximity to the intersection.

**ALTERNATIVES:** The City is considering potential sites for the Unalaska Fishermen’s Memorial and these are 5 options, which do not include the City’s Memorial Park on Summer Bay Road.

**FINANCIAL IMPLICATIONS:** There are significant costs associated with this potential project, no matter the location.

**LEGAL:** N/A

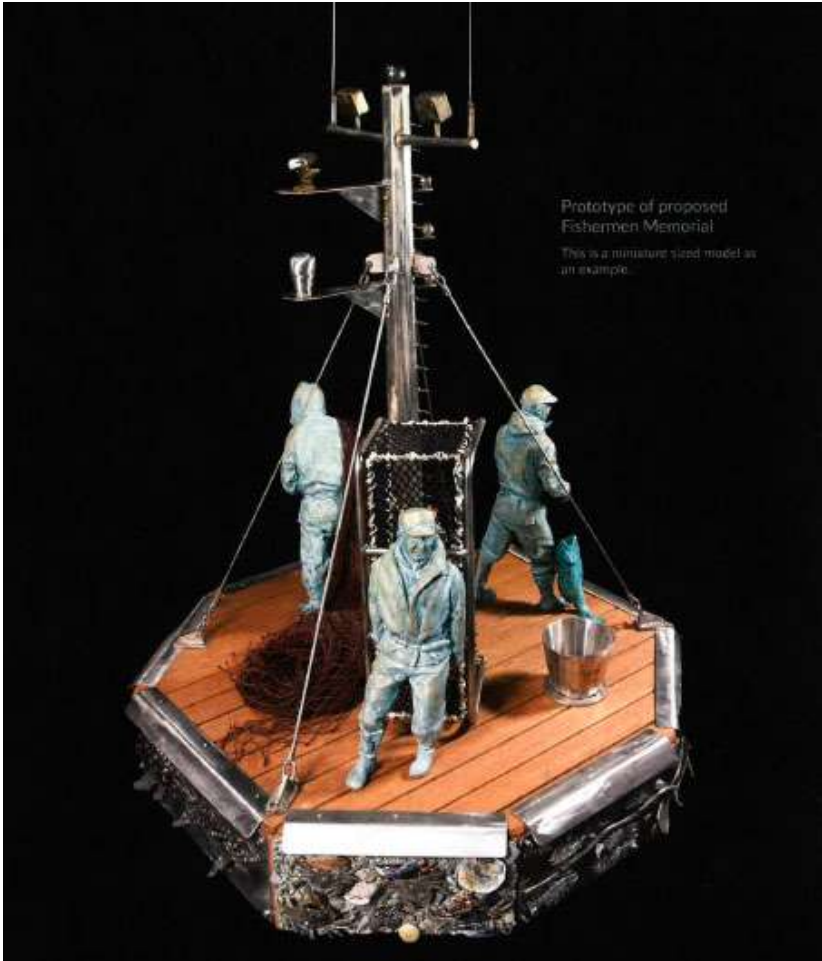
**STAFF RECOMMENDATION:** N/A

**PROPOSED MOTION:** N/A

**CITY MANAGER COMMENTS:** I support the sites and the rankings as presented by the Planning Department.

**ATTACHMENTS:**

- Images of the artwork provided by the artist; and
- Profiles of Possible Locations



**Prototype of proposed Fishermen Memorial**

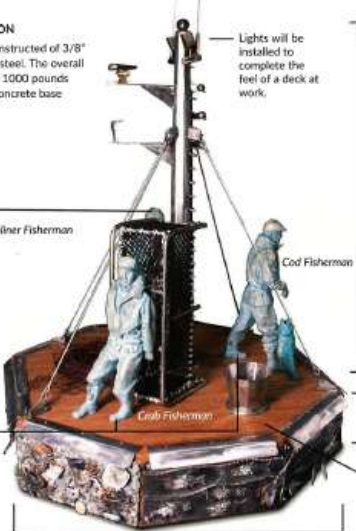
This is a miniature sized model as an example.

**METHODS OF INSTALLATION**

This exterior piece will be constructed of 3/8" mild steel and 1/8" stainless steel. The overall weight will be approximately 1000 pounds and securely anchored in a concrete base flush to the ground.



Long-liner Fisherman



Lights will be installed to complete the feel of a deck at work.

HEIGHT  
25 feet high

BASE  
5 feet high

DECK  
The deck will be made of Apitong planks simulating the slightly tilted deck of a ship.

WIDTH 20 feet diameter



BASE  
The octagon shaped base will be constructed of concrete, and wrapped with stainless steel sea life figures.

**BRONZE CAST**  
The three fishermen will be cast in bronze. Typically bronze oxidizes only superficially; once a copper oxide layer is formed, the underlying metal is protected from further corrosion.

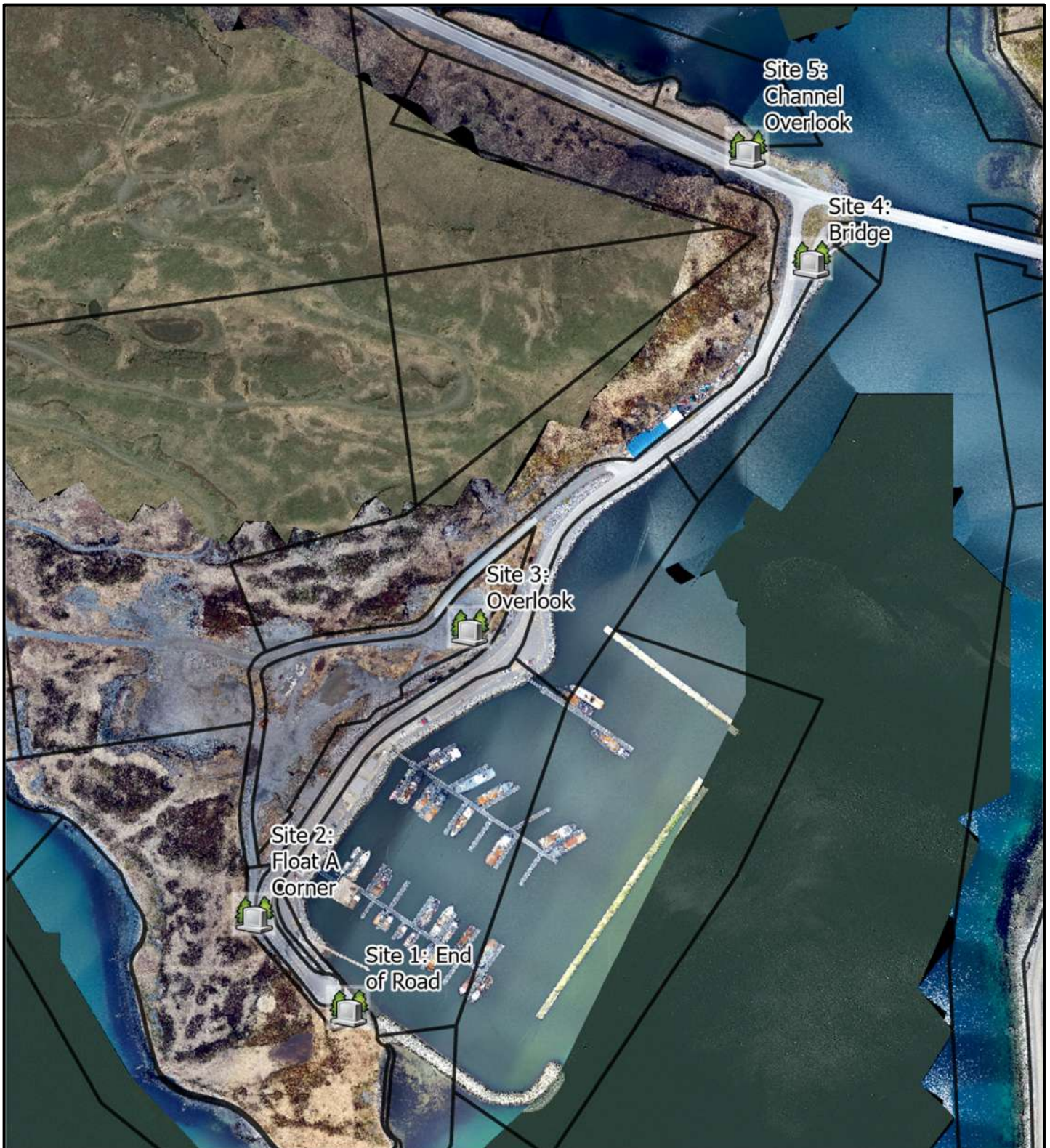
**CARE & MAINTENANCE**

No maintenance is required. The mild steel will naturally oxidize to maintain its brownish hue while the stainless steel requires no maintenance and will retain its light colored appearance. Should storm events cause debris to remain on the installation, simple hosing with water or lightly brushing will easily restore the piece.



# Fishermen's Memorial Site Profiles:

## Overview





# Fishermen's Memorial Site Profiles:

## Site 1: End of Road



### Pros:

- Existing Pad
- Minimal Site Work Needed

### Cons:

- Loss of Turn-Around
- Loss of Trailer Parking
- Loss of Spill Response Area
- Visibility Limited to C-Float
- Lack of Dedicated Parking
- Ports Department Least Preferred Location

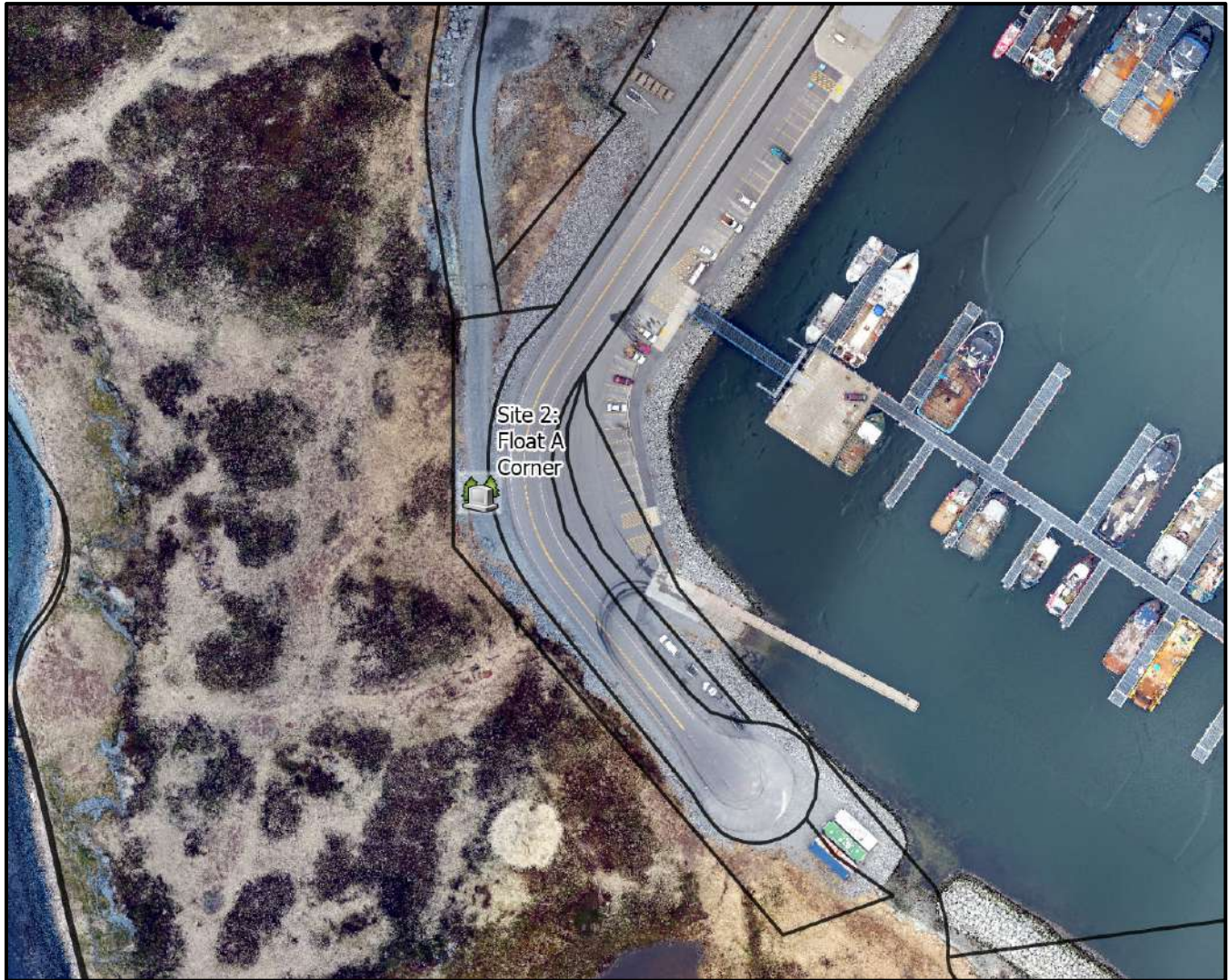






# Fishermen's Memorial Site Profiles:

## Site 2: A-Float Corner



<p><b>Pros:</b></p> <ul style="list-style-type: none"><li>• More Visible from Overall CEM</li></ul>	<p><b>Cons:</b></p> <ul style="list-style-type: none"><li>• Lack of Dedicated Parking</li><li>• Invisible from Airport Beach Road</li><li>• Requires Site Work</li><li>• Small Area</li><li>• Interferes with Trailer Parking</li><li>• Invites Traffic Deep Into CEM</li><li>• Interferes with Dock Operations Due to Parking</li></ul>
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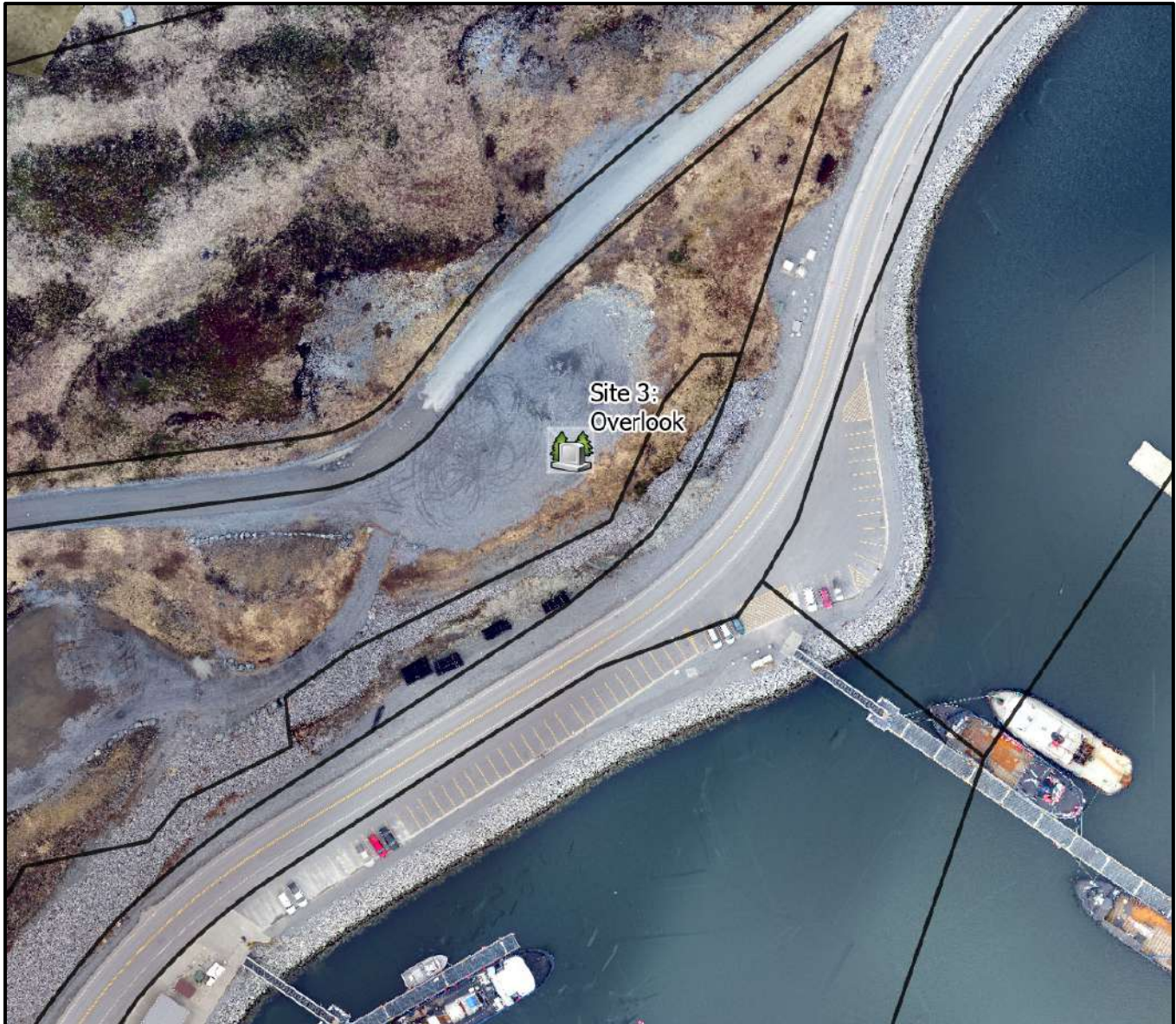






# Fishermen's Memorial Site Profiles:

## Site 3: Overlook



### Pros:

- Ports Department Preferred Location
- Blank Slate for Best Design
- Peak Visibility for All Vessels, & Airport Beach Road. Prominent Location
- Does Not Interfere with Dock Operations
- Must Pass Memorial to Utilize Docks
- Potential partnership with OC and/or Q-Tribe

### Cons:

- Requires Site Work for Maximum Visibility, Parking, Accessibility, Lighting
- Property Not Owned by the City
- Wind Exposure Risk











# Fishermen's Memorial Site Profiles:

## Site 4: Bridge



<p><b>Pros:</b></p> <ul style="list-style-type: none"><li>• City Owned Unused Space</li><li>• Visible to Airport Beach Road</li><li>• Must Pass Memorial to Utilize CEM Docks</li><li>• Waterfront Location</li><li>• Blank Slate for Best Design.</li><li>• Waterfront Location</li></ul>	<p><b>Cons:</b></p> <ul style="list-style-type: none"><li>• Limited Parking Area</li><li>• Below Grade</li><li>• Not Very Visible From CEM</li><li>• Turn-off Close to Major Intersection with Blind Corner</li><li>• Requires Extensive Site Work</li></ul>
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# Fishermen's Memorial Site Profiles:

## Site 5: Channel Overlook



### Pros:

- Ports Second Preference
- Must Pass Memorial to Utilize CEM Dock
- Waterfront Location
- Highest Visibility from Airport Beach Road
- Blank Slate for Best Design
- Potential Partnership with OC and/or the Q-Tribe

### Cons:

- Not Visible From CEM
- Access Must Cross Pedestrian Pathway
- Exposed to High Winds
- Limited Space Adjacent to Main Road
- Property not owned by the City







CITY OF UNALASKA  
UNALASKA, ALASKA

ORDINANCE 2023-05

AN ORDINANCE OF THE UNALASKA CITY COUNCIL AMENDING THE FEE SCHEDULE SPECIFYING THE FEES AND CHARGES FOR SERVICES, LABOR AND EQUIPMENT PROVIDED BY THE CITY EFFECTIVE JULY 1, 2023

BE IT ENACTED BY THE UNALASKA CITY COUNCIL AS FOLLOWS:

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

**Section 2:** Adoption of a Fee Schedule Specifying the Fees and Charges for Services, Labor and Equipment provided by the City of Unalaska, effective July 1, 2023

The Unalaska City Council hereby amends the Fee Schedule Specifying the Fees and Charges for Services, Labor and Equipment provided by the City of Unalaska. The fee schedule to be utilized by each City Department is attached to this Ordinance and will remain in effect until such time as it may be amended by subsequent ordinance.

**Section 3. Effective Date.** This ordinance shall take effect on July 1, 2023.

PASSED AND ADOPTED by a duly constituted quorum of the Unalaska City Council on June 13, 2023.

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Vincent M. Tutiakoff, Sr.  
Mayor

ATTEST:

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Marjie Veeder, CMC  
City Clerk



**CITY OF UNALASKA**  
**FY24 Schedule of Fees and Charges**  
**For Services, Labor and Equipment**  
**Effective July 1, 2023**

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# GENERAL FEES

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

## Photocopies

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

Digital copy of audio recording                      No charge; recording media provided by patron

Notary Public Services                                      Free

Non-Sufficient Funds (Bad Check)                      \$25.00

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

# CITY CLERK'S DEPARTMENT

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Business License	\$25.00
Fee for late renewal of business license	\$10.00
Taxi Permit	\$100.00
Taxi Permit Annual renewal	\$100.00
Taxi Permit Transfer fee	\$50.00
Faxing for Customers/Patrons	
Receiving	Free with cover sheet (held for 7 days)
Outgoing to Standard Dialed Numbers	\$1.00 per page including the required cover page



# FIRE AND EMERGENCY MEDICAL SERVICES

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## EMS CLASS FEES

Heartsaver First Aid CPR AED	<del>\$100</del> <del>75.00</del>
BLS for Healthcare Providers	<del>\$150</del> <del>75.00</del>
BLS Instructor	<del>\$200</del> <del>150.00</del>
ETT	<del>\$800</del> <del>300.00</del>
EMT I	<del>\$1,500</del> <del>400.00</del>
EMT II	<del>\$1,500</del> <del>500.00</del>
EMT III	<del>\$1,500</del> <del>500.00</del>
EMT I, II, III Refresher	<del>\$500</del> <del>200.00</del>
<u>All CPR Refreshers</u>	<u>\$50.00</u>

## FIREFIGHTER CLASS FEES

<u>Firefighter I</u>	<u>\$1,500</u>
<u>Firefighter II</u>	<u>\$1,000</u>
<u>HazMat (Awareness &amp; Operations)</u>	<u>\$1,000</u>
<u>Fire Academy (FF I, II, HM A&amp;O)</u>	<u>\$3,000</u>
<u>Fire Instructor (1 or 2)</u>	<u>\$1,500</u>
<u>Fire Officer (I, II, III or IV)</u>	<u>\$1,500</u>
<u>Fire Apparatus Operator</u>	<u>\$1,500</u>

## AMBULANCE FEES

	<u>Resident</u>	<u>Non-Resident</u>
BLS-NE Basic Life Support Non-Emergency	<del>\$600</del> <del>300</del>	\$900
BLS-E Basic Life Support Emergency	<del>\$700</del> <del>500</del>	\$1,000
ALS1-E Advanced Life Support Level 1	<del>\$800</del> <del>600</del>	\$1,200
ALS2-E Advanced Life Support Level 2	<del>\$1,000</del> <del>800</del>	\$1,500
Specialty Care Transport	\$3,000	\$3,000
Mileage	<del>\$15</del> <del>11/mi</del>	<del>\$15</del> <del>11/mi</del>

## FACILITY RENTAL

<u>Station 1 (Training Room)</u>	<u>\$300/Day</u>
<u>Station 2 (Apparatus Bay)</u>	<u>\$300/Day</u>

# PARKS, CULTURE & RECREATION DEPARTMENT

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**General Fees Statement:** The Fee Schedule for programs and services is made through a public process. The PCR Advisory Committee reviews staff recommendations and makes recommendations each year to the City Council for the City Council’s review and final approval.

The Department of Parks, Culture, and Recreation (PCR) user fees provide patrons with access to the Aquatics Center and Community Center. User fees at the Community Center are waived for all ages up to 19 years of age, and for those 55 years old and older. The Aquatics Center user fees are waived for children 4 years old and under and those 55 years old and older.

## I. PCR USER FEES

**Aquatics Center:** Pool & Slide, Fitness Center, Sauna, Showers and Mezzanine

**Community Center:** Art Room, Multipurpose Room, Racquetball Courts, Teen Room, Cardio Room, Music Room, Run/Walking Track, Weight Room, Gymnasium, Showers/Lockers, Commercial Kitchen, Kids Room, Conference Room and Outdoor Playground

Length of Use	Adult (ages 19-54)	Aquatic Center (ages 5-18)	Family (max 3 adults)
12 Month Pass	\$270.00	\$120.00	\$600.00
6 Month Pass	\$180.00	\$80.00	\$350.00
3 Month Pass	\$112.50	\$50.00	\$250.00
1 Month Pass	\$45.00	\$20.00	\$100.00
*20 punch card	\$60.00	\$25.00	
*10 punch card	\$40.00	\$13.00	
Daily Admission	\$5.00	\$2.00	

- All punch passes expire one year from the purchase date.
- Family members utilizing a family pass must reside in the same residence.
- A 25% discount is available to current fulltime college students who present a valid college ID and proof of enrollment at the time of registration.
- No refunds, transfers, or prorating of pass values are permitted without approval from PCR management except for punches on a punch pass.

## CORPORATE USER FEES

- Corporate pass rates are available for commercial fishing ships/boats, businesses, corporations, nonprofits, etc.
- Advance daily passes may be purchased at the corporate rate of \$3.00 per person, per day.
- An unlimited corporate user pass is available at the rate of \$4,000 per year.
- Corporate pass applications may be obtained at the Community Center.
- A minimum purchase of 100 punches is required for every Corporate Account transaction.

## II. FACILITY & ROOM RENTAL RATES

### AQUATICS CENTER

Aquatics Center – includes Mezzanine \$60.00 per hour, *during non-operational hours, for a minimum of two hours*

Aquatics Center Mezzanine \$20.00 per hour

Use of Pool Slide with Rental \$20.00 per hour (additional guards required)

**BURMA ROAD CHAPEL** (includes kitchen) \$40.00 per hour

### COMMUNITY CENTER

**Conference Room** \$20.00 per hour

**Gymnasium** \$50.00 per hour

Rentals are available on Sundays  
only, from 12:00 PM – 2:00 PM,  
total rental time

**Gymnasium, plus one of the following** \$75.00 per hour and \$50.00 for additional hour  
Inflatables – Pirate Ship or Bounce Castle

**Gymnasium plus Obstacle Course** \$125.00 per hour and \$50.00 for additional hour  
Five week advance notice  
required for scheduling purposes

~~Gymnasium rental will only be available on Sunday from 12:00-2:00p.m., total rental time.~~

**Multipurpose Room** \$40.00 per hour and \$25.00 for every additional hour  
Includes Tables/Chairs

**Commercial Kitchen** \$35.00 for first hour and \$15.00 for additional hours

**Multipurpose Room & Kitchen** \$60.00 for first hour and \$40.00 for additional hours

~~All room rentals require a \$50.00 refundable short term damage deposit. Renter will be responsible for the set up and tear down of chairs and tables in rental space. PCR staff will be responsible for moving the correct number of rented chairs and tables to rental space. Cleaning and/or damage fee will be assessed if rooms are left unclean or damaged. Renter must complete a walkthrough of space with PCR staff members before and after each rental to ensure that no damage has occurred and that space has been cleaned to department standards. Failure to complete these walkthroughs will result in the deposit being kept by PCR. No charge for non-profit organizations registered with the City of Unalaska,~~

~~the Unalaska City School District, or other city departments.~~

**GENERAL INFORMATION FOR FACILITY & ROOM RENTALS:**

- PCR staff will move the correct number of rented chairs and tables to rental space.
- Renter is responsible for set up and tear down of chairs and tables in rental space.
- All room rentals require a \$50 refundable damage deposit.
- Renter must complete a walkthrough of space with PCR staff before and after each rental to ensure that no damage has occurred and that space has been cleaned to department standards. Failure to complete these walkthroughs will result in the deposit being kept by PCR.
- A cleaning and/or damage fee will be assessed if rooms are left unclean or damaged in excess of the \$50 deposit.
- Nonprofit organizations, the Unalaska City School District, the Qawalangin Tribe of Unalaska and other City Departments will not be charged the facility or room rental charge, but must pay the \$50 refundable damage deposit. Other City Departments do not need to pay the damage deposit.

**III. PROGRAM FEES**

General Fees Statement: Program fees may vary depending on the length of a program, if it is an adult or youth program, and the varying cost of equipment and supplies. Program fees are published in the PCR Activity Guides, program flyers, and other advertisements and announcements. PCR may offer a 10% discount for early bird registrations, which is rounded to the nearest whole dollar amount. Early bird fee is defined as a registration taking place at least two weeks before a program’s scheduled start date.

Late Pickup Fee:        6-10 minutes = \$5.00  
                                 11-15 minutes = \$10.00  
                                 16-20 minutes = \$15.00  
                                 21-25 minutes = \$20.00  
                                 26-30 minutes = \$25.00

Scholarships may be available based on financial need. Anyone needing financial assistance in registering for PCR programs is encouraged to apply at the Community Center. All scholarship information is confidential. For more information, call the PCR Recreation Manager at 581-1297.

**IV. LIBRARY FEES**

**Fines for Overdue Materials**

General: Use of a library card to check-out material creates a contract between a library patron and the City of Unalaska. A library patron is financially responsible for all items checked out with their library card. Though some materials may not incur fines if held for extended periods of time, library patrons are responsible for replacement of any materials that are lost if checked out on their library card. The City reserves the right to charge a processing fee to partially offset expenses incurred for re-

acquiring and replacing lost materials.

Interlibrary Loan Materials: Libraries that loan materials to patrons in Unalaska determine replacement costs and processing fees if those materials are lost. In addition to a local processing fee, fees imposed by lending libraries are passed through to the borrowing patron by the Unalaska Public Library.

Books and Magazines If Materials are Lost	No overdue charge Replacement cost plus \$5.00 per item processing fee
Interlibrary Loan Materials  If Materials are Lost	\$0.25 per day local overdue charge, maximum overdue charge \$5.00  Fines, replacement cost and processing fee as determined by the lending library, plus \$5.00 local processing fee and local overdue charge
DVDs  If Materials are Lost	\$1.00 per day local overdue charge, maximum overdue charge \$5.00  Replacement cost plus \$5.00 per item processing fee
Lost or Damaged Items	Replacement cost, plus applicable fines, plus \$5.00 per item processing fee
<b>Library Conference Room Rental</b>	\$20.00 per hour, with below exception:
<b>Library Community Room Rental</b>	\$40.00 first hour, \$25 for each additional hour, with below exception:

Conference Room and Community Room use is free of charge to non-profit, civic, social, cultural, educational, and government groups, as long as the meetings or programs they hold are open to the public, are free of charge, and are not held with the intention of generating revenue.

<b>Photocopying and printing</b>	\$0.10 per page black & white \$1.00 per page color (2-sided copies count as two pages)
For school assignments	No charge

### **Faxing for Customers/Patrons**

Receiving	Free with cover sheet (held for 7 days)
Outgoing to Standard Dialed Numbers	\$1.00 per page including the required cover page
Outgoing to Standard Linked to Satellite and Radio Communications Systems	\$1.00 per page including the required cover page, plus additional fees based on per minute charges for special telephonic connections

### **Passport Processing Fees**

All fees for passport application and processing, including local processing fees, are set by the U.S. State Department and are not refundable.

### **Items Available for Purchase at Library**

USB Drive	\$7.50
Headphones	\$5.00
Passport Photos	\$15.00

### **V. PARK USE FEES**

PCR programs and co-sponsored activities take priority at all playground and park facilities. Park amenities such as, ball fields, playgrounds, and picnic areas are on a first come basis when PCR or co-sponsored activities have not been scheduled. Please check with the Community Center at 581-1297 for availability before planning any personal events.

**Pavilion Rental Fee** \$10.00 per hour

The pavilions at Community Park/Kelty Field and Expedition Park are available for reservation from the first weekend in May to the last weekend in October. Pavilions must be reserved at least seven days in advance of reservation date. Pavilion rental includes the use of the large charcoal grill beside each pavilion. Pavilions can only be reserved during Community Center operating hours and users must adhere to all park use regulations.

## VI. OTHER FEES

Gym floor tarp	\$50.00 for set up and take down
I.D. card replacement fee	\$5.00
Aquatics Center Lockers	\$10.00/month
Lost day-use lock	\$5.00
Lost Towel	\$5.00
Laminating	\$1.00/foot
Clay (25 lb. Block)	\$30.00
Helium for Balloons (must provide balloons and string)*	\$2.50 for standard latex \$12.00 for large Mylar
Color Poster Printing*	
11x17 poster	\$2.00 each
18x24 poster	\$20.00 each
Two 18x24 posters	\$30.00
24x36 poster	\$30.00 each

Note: The preferred poster format is a large format JPG, PNG, or BMP file. The suggested pixel dimensions are at least 1700 x 2500, or a file size of at least 3MB. Smaller files may become blurry when enlarged. We can also enlarge Word, PDF, and Publisher files. Files that do not meet the suggested file types or formats may be subject to a \$10.00 set up fee. There are no waived or reduced fees for any agencies or non-profit organizations for making posters.

**Important:** Poster printing is not available as an on demand service. Community Center staff may need up to three business days to process printing requests.

**Note:** Balloon filling is dependent upon staff and helium availability. Filling of balloons should be scheduled 3 days in advance to ensure availability.

**Kiln Firing Fee:** \$25.00 for any personal firings outside of the PCR's complimentary firing schedule or for pieces requiring firing to specific temperatures outside of the standard PCR fires. This fee may be split amongst a group of patrons.

**Popcorn Machine Rental:** The PCR popcorn machine is available for rent for \$25.00 per hour with a \$200.00 deposit. The popcorn machine must be rented at least one week in advance and must be cleaned to staff specifications upon return.

Celebration Tent – 20'x20' includes side walls	\$250.00 per day with \$200.00 refundable Security and damage deposit. Any damage or lost items that cost more than the \$200.00 damage deposit will be charged to the rental party. (Rental party is responsible for pick up, set up, take down, and return.)
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**The following items require a \$50.00 refundable deposit:**

Chairs	\$1.00 per chair
Tables	\$3.00 per day, per table

Other equipment and facilities may be available on a contingent basis with PCR Director's approval.



# PLANNING DEPARTMENT

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Variance/Conditional Use Application	
Residential Structure/Use	\$50.00
Commercial/Industrial Structure/Use	\$200.00
After-the-Fact Variance/Conditional Use Application	
Residential Structure/Use	\$100.00
Commercial/Industrial Structure/Use	\$400.00
Plat Application	\$250.00
Zone Change Application	\$250.00
Appeals	\$100.00
Tideland Lease Application	
Category A	\$500.00
Category B	\$200.00
Large Format Scanning (Labor Cost)	\$35.00/hour
Large Format Copies (Black and White)	\$0.01 per square inch + labor
Large Format Copies (Color)	\$0.02 per square inch + labor
Comprehensive Plan	\$20.00
Housing Strategy	\$10.00
Title 8 UCO	\$15.00
Street Address Map Book	\$35.00
Tax Map Book	\$50.00
Zoning Map (36x60 Color)	\$40.00
Landmarks and Location Map (36x60 Color)	\$40.00

# DEPARTMENT OF PORTS AND HARBORS

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## SECTION I: APPLIES TO ALL CITY OF UNALASKA PORTS AND HARBORS FACILITIES

### A) DEFINITIONS

- 1) Annual Moorage: Moorage that is reserved for a 12 month period.
- 2) Cost: The charge(s) incurred by the Ports and Harbors Department that will be passed along to the vessel.
- 3) Daily Moorage: Moorage that is not reserved and the vessel owner is not on the wait list.
- 4) Day: This period of time is based on the calendar day, 0000 hours to 2359 hours.
- 5) Dockage: The charge assessed against a vessel for berthing at a facility for the purpose of transferring cargo or gear. Dockage is assessed every 12 hours.
- 6) Harbormaster: The Port Director or their designee.
- 7) Length Over All (LOA): This is the overall operational length of a vessel, including all portions of a vessel above and/or below the water line as measured by the Harbormaster.
- 8) Monthly Moorage: Moorage that is reserved for a 30 day period.
- 9) Moorage: The charge assessed against a vessel for berthing at a space designated as a mooring space or for mooring to a ship so berthed, to include mooring buoys.
- 10) Reserved Slip: This is a slip assigned to a particular vessel on a monthly or annual basis.
- 11) Security: Personnel working to meet the requirements of the USCG and TWIC regulations per the City of Unalaska Facility Security Plan.
- 12) Shore Power: Electrical power available at Ports and Harbors facilities for marine vessels
- 13) Transient Vessel: This is a vessel that does not have a reserved slip at harbor facilities.
- 14) Wait List: A list of vessels waiting to be assigned a reserved slip based on their length classification. The order of this list is based on the date of request for a reserved slip.
- 15) Wharfage: A charge assessed against all cargo being transferred over a facility or between vessels when berthed at a facility. Wharfage is calculated when onloading and offloading.
- 16) 12-Hour Period: This period begins at the initiation of service or mooring.
- 17) 24-Hour Period: This period begins at the initiation of service or mooring.

B) RESPONSIBILITY FOR CHARGES AND LABOR RATES

- 1) Vessels, their owners, agent masters, and shippers or consignees of goods docking or mooring at or using the facilities covered by this fee schedule, agree to be responsible, jointly and severally, for the payment of charges assessed in accordance with this fee schedule. Rates, rules and regulations of this fee schedule and liability for charges apply without regard to the provision of any bills of lading, charter party agreement, third party agreement, contract or any other conflicting documents.
- 2) Vessels will not be credited for unused pre-paid moorage time.
- 3) Ports and Harbors Department general labor and security rates:

a) Labor Rates per Hour:

Straight Time	\$ <del>144.79</del> <u>129.28</u>
Over time	\$ <del>217.18</del> <u>193.91</u>
Double Time	\$ <del>289.58</del> <u>258.55</u>

- 4) Materials Cost plus 18%
- 5) Use of Private Contractors Cost plus 30%

Use of private contractors and their materials and equipment contracted by the City to perform services or repairs chargeable to vessel owner/operator for owners or operators who damage port facilities through accident, intentional tampering, or failure to leave facilities in an orderly condition or other acts reimbursable under UCO Title 18.

C) PORT RESPONSE VESSEL

- 1) Towing \$790.06 per hour
- 2) Miscellaneous vessel operations \$226.41 per hour plus cost

D) KEY CARDS FOR RESTROOM AND SHOWER FACILITIES

- 1) Shower Room Access \$5.00 per card use

The Harbormaster will issue key cards to verified facility users upon request, key cards will be provided within three business days of the request. The key cards will allow for access to the restroom and shower facilities. The Harbormaster reserves the right to deactivate the key cards at any time; users may then request a new key card.

E) ELECTRICAL

- 1) Where available, the Port will furnish shore power to vessels upon request.

2) Meter Maintenance and Reading Fee

a) Vessels that elect to use shore power while docked or moored at a Port or Harbor facility will be responsible for paying for Meter Maintenance and Reading fee.

(1) Daily rate: Vessels will be charged for each visit to a facility when electrical power is requested.

(a) If a vessel is moved to another slip at the request of the Harbormaster, it will not be charged a second meter maintenance and reading fee.

(2) Monthly rate: vessels that elect to use shore power will be charged one (1) meter maintenance and reading fee per month for the duration of their stay.

(a) If a vessel is moved to another slip at the request of the Harbormaster, it will not pay a second meter maintenance and reading fee.

(3) Annual rate: vessels that elect to use shore power at the CEM will be charged one (1) meter maintenance and reading fee per month for the duration of their stay.

(a) A vessel that opts not to use electric at the beginning of the annual agreement will not be charged the meter maintenance and reading fee.

(b) If a vessel later elects to use shore power, the vessel will be charged the meter maintenance and reading fee for each month for the remainder of their annual agreement, regardless of shore power usage.

3) Rates

a) Electric rate: Cost plus \$0.04 per kWh.

b) Meter Maintenance and Reading Fee ~~\$8,437.53~~

F) GARBAGE & REFUSE

1) No wood or pallets, metal, heavy plastic such as crab line or poly totes, fish waste, chemical or food additives such as sugar or sorbitol will be allowed in trash receptacles, including but not limited to 40-yard dumpsters and hoppers. Vessel owners are solely responsible for the hauling and cost of disposing of the above prohibited items.

2) Charges for separately hauled materials are as follows:

a) Pallets or other wood scraps: Cost plus 30% Admin Fee

b) Other waste or scrap: Cost plus 30% Admin Fee

c) Improper disposal of garbage: Cost plus 30% Admin Fee

3) The following fees will be charged to a vessel when the vessel places refuse in a Port supplied drop box or dumpster:

- a) 40-yard dumpster \$~~2,519.97~~~~2,355.11~~
- b) ¾ (three quarters) of a 40-yard dumpster \$~~1,889.97~~~~1,766.33~~
- c) ½ (one half) of a 40-yard dumpster \$~~1,259.98~~~~1,177.55~~
- d) ¼ (one quarter) of a 40-yard dumpster \$~~629.99~~~~588.78~~

4) Misuse of dumpsters \$~~550.00~~~~500~~

G) FRESH WATER

- 1) First 1,000 Gallons \$~~69.52~~~~64.97~~
- 2) Each additional 1000 gallons or fraction thereof \$~~8.35~~~~7.80~~

H) IMPOUND FEE Facility Cost plus \$75 per day

I) FACILITY SECURITY REQUIREMENTS (TWIC Requirements)

1) General Note:

Private companies that are contracted to perform security duties under the City of Unalaska – Department of Ports and Harbors Facility Security Plan must pay an administrative fee annually. This fee is based on the number of approved security personnel within the company, and will be based on the calendar year January 1 to December 31. Payment is due prior to the first security operation of the calendar year.

Each employee who performs TWIC security duties must be certified by the department. Certification is based on successfully passing the department’s Facility Security Plan test. Tests will be scheduled and taken by appointment only. Tests must be taken each calendar year and certificates will expire December 31 of that year. Companies may add additional personnel throughout the year; if their staff number exceeds the cap then they will be charged individually for each person added.

2) Facility Security Administrative Annual Fee

- a) 1-10 employees \$2,600
- b) 11 or more \$360 per employee

3) Security performed by City staff See above, subsection B) 3) a)

4) Security Testing Fee \$75.00 per person per test

5) Facility Security Preparation and Break Down \$~~387.63~~~~346.10~~

J) WASTE OIL DISPOSAL FEE

- |                           |               |
|---------------------------|---------------|
| 1) Waste Oil              | Cost plus 18% |
| 2) Contaminated Waste Oil | Cost plus 18% |
| 3) Antifreeze             | Cost plus 18% |

K) WHARFAGE

- |                                  |  |
|----------------------------------|--|
| 1) Wharfage per ton              | <del>\$5.755.37</del>                    |
| 2) Fuel Transfer                 | <del>\$.019.018</del> per gallon of fuel |
| 3) Minimum Wharfage at CEM       | <del>\$5.755.37</del> per ton            |
| 4) Minimum Wharfage at UMC & LCD | <del>\$258.57241.65</del>                |

L) STORAGE

- |                  |                                     |
|------------------|-------------------------------------|
| 1) Daily Rate:   | <del>\$.06.05</del> per square foot |
| 2) Monthly Rate: | <del>\$.47.44</del> per square foot |

M) EQUIPMENT

- |  |                                      |
|--|--------------------------------------|
| 1) Cranes (per hour; <del>one hour minimum-or portion thereof</del> )    | <del>\$29.6427.70</del>              |
| 2) Pump Fee (per day; <del>one day minimum-or portion thereof</del> )    | <del>\$128.40120.00</del> plus labor |
| 3) Mobile Ramp (per day; <del>one day minimum-or portion thereof</del> ) | <del>\$222.21207.67</del>            |

N) MEMORABILIA

- |                        |                |
|------------------------|----------------|
| 1) Collectors Coins    | \$15           |
| 2) Clothing            |                |
| a) Long-Sleeve Shirts  | \$30           |
| b) Short-Sleeve Shirts | \$25           |
| 3) Additional Item     | Cost plus 18 % |

**SECTION II: SPIT DOCK HARBOR FACILITY**

A) DEFINITIONS: SEE SECTION I

B) MOORAGE RATES

VESSEL LENGTH		MONTHLY PREPAY
From	To	
0'	99'	<del>\$1,775.22</del> <u>1,659.08</u>
100'	124'	<del>\$2,240.28</del> <u>2,093.72</u>
125'	149'	<del>\$3,480.84</del> <u>3,253.12</u>
150'	174'	<del>\$5,960.95</del> <u>5,570.98</u>
175'	199'	<del>\$8,943.22</del> <u>8,358.15</u>
200'	224'	<del>\$12,422.39</del> <u>11,609.71</u>
225'	300'	<del>\$15,644.17</del> <u>14,620.72</u>

VESSEL LENGTH		DAILY RATE
From	To	
0'	99'	<del>\$81.27</del> <u>75.95</u>
100'	124'	<del>\$102.55</del> <u>95.84</u>
125'	149'	<del>\$159.33</del> <u>148.91</u>
150'	174'	<del>\$272.88</del> <u>255.03</u>
175'	199'	<del>\$409.40</del> <u>382.62</u>
200'	224'	<del>\$568.68</del> <u>531.48</u>
225'	300'	<del>\$716.15</del> <u>669.30</u>

C) PREPAID MONTHLY MOORAGE

To qualify for monthly moorage rates, vessels shall prepay at the monthly prepay rate. Previous charges on vessel account must be paid in full to qualify for the prepayment option and the owner must be in good standing with the Port. Monthly moorage rate vessels that occupy moorage beyond the expiration of their prepaid terms will be charged at the daily rate for that size vessel classification from the day that prepayment of monthly rate expires. Prepayment rate extensions may be granted if the vessel submits payment prior to expiration of the current agreement.

D) TRANSIENT VESSELS MAY BE REQUIRED TO POST A DEPOSIT.

E) FOR LABOR, CRANE, EQUIPMENT AND OTHER CHARGES SEE SECTION I.

**SECTION III: BOB STORRS INTERNATIONAL BOAT HARBOR**

A) DEFINITIONS: SEE SECTION I

B) MOORAGE RATES

VESSEL LENGTH		MONTHLY RATE
From	To	
0'	20'	<del>\$65.55</del> <u>61.26</u>
21'	25'	<del>\$88.36</del> <u>82.58</u>
26'	30'	<del>\$102.65</del> <u>95.93</u>
31'	35'	<del>\$126.80</del> <u>118.50</u>
36'	40'	<del>\$146.02</del> <u>136.47</u>
41'	45'	<del>\$165.25</del> <u>154.44</u>
46'	50'	<del>\$184.45</del> <u>172.38</u>
51'	55'	<del>\$203.70</del> <u>190.37</u>
56'	60'	<del>\$222.91</del> <u>208.33</u>

VESSEL LENGTH		DAILY RATE
From	To	
0'	20'	<del>\$8.23</del> <u>7.69</u>
21'	25'	<del>\$11.05</del> <u>10.33</u>
26'	30'	<del>\$13.20</del> <u>12.34</u>
31'	35'	<del>\$15.69</del> <u>14.66</u>
36'	40'	<del>\$17.84</del> <u>16.67</u>
41'	45'	<del>\$20.34</del> <u>19.01</u>
46'	50'	<del>\$22.82</del> <u>21.33</u>
51'	55'	<del>\$24.96</del> <u>23.33</u>
56'	60'	<del>\$27.47</del> <u>25.67</u>

C) TRANSIENT VESSELS MAY BE REQUIRED TO POST A DEPOSIT.

D) FOR LABOR, EQUIPMENT AND OTHER CHARGES SEE SECTION I.



**SECTION IV: LIGHT CARGO DOCK**

A) DEFINITIONS, SEE SECTION I

B) DOCKAGE RATES

- 1) Dockage is assessed when loading and unloading gear
- 2) Vessels up to 150 Feet \$~~.96.90~~ per foot per 12-hour period
- 3) Vessels greater than 150 Feet Billed per the UMC Tariff

C) MOORAGE RATES

VESSEL LENGTH		DAILY RATE
From	To	
0'	99'	\$ <del>70.1365.54</del>
100'	124'	\$ <del>90.2484.34</del>
125'	150'	\$ <del>140.21131.04</del>
Vessels greater than 150' will be billed at the UMC Tariff rate. The Tariff's 12-hour period rate will be charged per a 24-hour period at the Light Cargo Dock.		

D) FISHING GEAR WHARFAGE

- 1) Crab Pots/Cod Pots \$~~2.392.23~~ per pot
- 2) Other Pots \$~~1.374.28~~ per 10 pots
- 3) Trawl Nets \$~~109.50102.34~~ each
- 4) Trawl Doors \$~~20.5319.19~~ each
- 5) Longline Modules \$~~68.4563.97~~ each

E) FOR LABOR, EQUIPMENT AND OTHER CHARGES SEE SECTION I.

F) GENERAL NOTES

- 1) On/off-loading of fishing gear and cargo has priority over moorage and all other non-emergency uses.

- 2) Vessels must vacate the dock after cargo or gear on/off loads are completed, or when requested to do so by the Harbormaster.
- 3) Moorage at Spit and Cargo Dock is by permission only.

**SECTION V: CARL E. MOSES BOAT HARBOR**

A) DEFINITIONS, SEE SECTION I

B) MOORAGE

1) Annual Rate:

a) Annual Rates are based on length over all x cost per Linear Feet (LF).

VESSEL LENGTH		ANNUAL RATE
From	To	Per Foot LF x LOA
0'	49'	<del>\$61.05</del> <u>57.06</u>
50'	59'	<del>\$69.76</del> <u>65.20</u>
60'	69'	<del>\$78.48</del> <u>73.35</u>
70'	79'	<del>\$95.91</del> <u>89.64</u>
80'	89'	<del>\$113.36</del> <u>105.94</u>
90'	99'	<del>\$122.08</del> <u>114.09</u>
100'	109'	<del>\$130.80</del> <u>122.24</u>
110'	119'	<del>\$139.52</del> <u>130.39</u>
120'	129'	<del>\$156.95</del> <u>146.68</u>
130'	139'	<del>\$174.39</del> <u>162.98</u>
140'	149'	<del>\$200.54</del> <u>187.42</u>
150'		<del>\$226.71</del> <u>211.88</u>

2) Daily Moorage

a) Daily Rates are based on Length over all x Daily base cost per Linear Feet (LF).

VESSEL LENGTH		Daily Base Cost Per Foot LF x LOA
From	To	
0'	49'	<del>\$0.33</del> <u>0.31</u>
50'	59'	<del>\$0.40</del> <u>0.37</u>
60'	69'	<del>\$0.45</del> <u>0.42</u>
70'	79'	<del>\$0.56</del> <u>0.52</u>
80'	89'	<del>\$0.62</del> <u>0.58</u>
90'	99'	<del>\$0.67</del> <u>0.63</u>
100'	109'	<del>\$0.73</del> <u>0.68</u>
110'	119'	<del>\$0.78</del> <u>0.73</u>
120'	129'	<del>\$0.89</del> <u>0.83</u>
130'	139'	<del>\$0.96</del> <u>0.90</u>
140'	149'	<del>\$1.13</del> <u>1.06</u>
150'		<del>\$1.25</del> <u>1.17</u>

3) Drive-Down Float

a) Dockage Rates:

- (1) Permanent vessels will be granted a four-hour grace period. Once the vessel exceeds the four-hour grace period, the vessel will be charged the daily rate every four hours.
- (2) Transient vessels will be charged the daily rate every 4 hours.
- (3) Wharfage Rate: See Section I.
  - (a) Gear will be charged per ton.

b) General Notes:

- (1) On/off loading of fishing gear and cargo have priority over moorage and all other non-emergency uses.
- (2) Vessels must vacate the dock after cargo or gear on/off loads are completed, or when requested to do so by the Harbormaster.

C) GENERAL NOTES

- 1) Not more than one vessel may be moored in a stall at any one time except with the prior consent of the Harbormaster. The Harbormaster may permit multiple occupancy of a single stall or float area if the Harbormaster determines that multiple occupancy is safe and would facilitate maximum use of the harbor facilities.
- 2) The leaser of each annual slip must indicate the vessel name belonging to that entity that will occupy that slip. A leaser may substitute only one vessel owned by the entity per annual payment period for that slip. The request must be submitted in writing and pre-approved by the Harbormaster. If the substitute vessel has a greater LOA, the leaser must pay the prorated difference for mooring.
- 3) A leaser with more than one vessel is permitted to lease only one exclusive stall. The leaser may lease a second stall if there are no vessels on the waiting list for the size of the exclusive stall required by their second vessel. These two stalls will be eligible for renewal as long as the vessel remains in good standing with the City.
- 4) A leaser may lease more than two stalls only if there are no vessels on the waiting list for the size of the exclusive stall required by the additional vessel. If an owner or operator leases more than two stalls, each stall following the original two stalls will expire at the conclusion of its annual agreement. Renewal for these stalls will only be approved if there are no other vessels on the waiting list for the size of the exclusive stall required by the vessel. Vessels on the waiting list will be given priority for these stalls.
- 5) The second or other vessel(s) owned or operated by such a person shall be accommodated on a transient basis.
- 6) Vessels will not be credited for unused pre-paid moorage time.

D) FOR LABOR, CRANE, EQUIPMENT AND OTHER FEES, SEE SECTION I.

**SECTION VI: EMERGENCY MOORING BUOY**

A) DEFINITIONS, SEE SECTION I

B) RATES

- 1) The 24-hour period is based on the time that the vessel is secured the mooring pendant until the mooring pendant is released from the vessel.

VESSEL LENGTH		24 Hour Rate
FROM	TO	
0'	100'	\$195.68
101'	125'	\$245.24
126'	150'	\$293.51
151'	175'	\$388.73
176'	200'	\$443.51
201'	225'	\$499.62
226'	250'	\$554.41
251'	275'	\$610.49
276'	300'	\$665.30
301'	325'	\$721.38
326'	350'	\$782.69
351'	375'	\$930.10
376'	400'	\$991.41
401'	425'	\$1,054.03
426'	450'	\$1,115.33
451'	475'	\$1,174.04
476'	500'	\$1,239.26
501'	525'	\$1,304.48
526'	550'	\$1,369.71
551'	575'	\$1,434.92
576'	600'	\$1,500.17
601'	625'	\$1,630.61
626'	650'	\$1,956.74
651'	675'	\$2,282.86
676'	700'	\$2,608.98
701'	725'	\$2,935.09
726'	750'	\$3,261.23
751'	775'	\$3,587.35
776'	800'	\$3,913.47
Vessels in excess of 800' will be assessed an additional \$4.90 per foot per day		

**SECTION VII: APPLIES TOM MADSEN AIRPORT**

A) DEFINITIONS, SEE SECTION I

B) TERMINAL WALL DISPLAY SPACE

1) Advertising:

Display Size 18in x 18in	
Local	\$350/annually
Out of Town	\$700/annually
Display Size 18in x 36in	
Local	\$700/annually
Out of Town	\$1,400/annually

2) Electronic Display:

Display Size Maximum 50in x 30in	
Local	\$800/annually
Out of Town	\$1,600/annually

C) Automated/Vending Machines

Items for Sale	<u>\$8.47 per square foot per month</u>
	<u>Based on footprint</u>
<u>Machine with Refrigerator</u>	<u>Plus \$50 per month</u>
<u>Machine with Freezer</u>	<u>Plus \$80 per month</u>
Automated Teller Machine	<u>\$100 per month, plus \$.20 per transaction</u>
	<u>Based on footprint plus \$0.20 per transaction</u>

D) Fixture Location

<u>\$50 monthly</u>
<u>\$480 annually</u>

# DEPARTMENT OF PUBLIC SAFETY

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## **POLICE**

Civil Process Service, Served or Unserved	\$50.00
Private Party Fingerprints	\$25.00
Chauffeur's License Fingerprints	\$35.00
Portable Breath Test (PBT)	\$75.00

## **PUBLIC INFORMATION REQUESTS**

Copy of narrative report	\$20.00
USB Drive (16GB)	\$16.00
USB Drive (32GB)	\$24.00

## **CHAUFFEUR'S LICENSE**

Chauffeur's license (Original)	\$55.00
Renewal	\$15.00
Taxi Meter Inspection	\$20.00
Chauffeur's License Fingerprints	\$35.00

## **VEHICLE IMPOUND**

Storage of Vehicle	\$20.00 per day
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## **TOWING SERVICE**

Actual cost of towing service, ~~plus 15%.~~ ~~will be as charged by provider~~ If the towing is performed using city equipment and labor, the labor and equipment fees in the DPW section of this Fee Schedule apply.

## **ANIMAL CONTROL**

Dog Impound – 1 <sup>st</sup> offense	\$25.00
Dog Impound – 2 <sup>nd</sup> offense	\$50.00
Dog Impound – 3 <sup>rd</sup> offense	\$100.00
Animal License (if spayed/neutered)	\$5.00
Animal License (not spayed/neutered)	\$25.00
Replace lost tag	\$5.00
Kennel Fee	\$20.00 per day

# DEPARTMENT OF PUBLIC WORKS/PUBLIC UTILITIES

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It is recognized that from time to time for various reasons the city shall be called upon to perform services for private individuals and companies using the city labor force and equipment. It is the policy of the city and as such the duty of the Director of Public Works or the Director of Public Utilities, before agreeing to perform such services for a private entity, other than those required to be performed by the city, that the director be assured that all attempts by the applicant to secure such services from the private business sector have been exhausted.

**EQUIPMENT RATES DO NOT INCLUDE THE COST OF AN OPERATOR. THE EQUIPMENT WILL BE RENTED WITH A QUALIFIED CITY EMPLOYEE TO OPERATE THE EQUIPMENT. FEES FOR OPERATORS ARE SET OUT BELOW.**

## LABOR CHARGE OUT RATE

### DEPARTMENT OF PUBLIC WORKS

Note: See Utilities specific fee schedules for Public Utilities labor charge out rates.

Straight Time	\$100.00 per hour
Over time (time and a half)	\$150.00 per hour
Double Time	\$200.00 per hour

## TRUCKS

10 CY End Dump Truck	\$125.00 per hour
10 CY Sand Truck	\$140.00 per hour
Truck Tractor to Pull Trailer	\$110.00 per hour
Water Truck, 2000 Gallon Capacity	\$125.00 per hour
Water Truck, 4000 Gallon Capacity	\$140.00 per hour
Terex Rock Hauler 2205B	\$180.00 per hour
2½ Ton Flat Bed	\$90.00 per hour
Vactor Truck	\$200.00 per hour
2½ Ton Flat Bed w/Hydraulic Boom Crane	\$150.00 per hour
5 CY End Dump Truck	\$90.00 per hour
Street Sweeper	\$150.00 per hour
Bucket Truck	\$150.00 per hour

## TRAILERS

Generator Trailer	\$90.00 per hour
Lowboy Trailer, 70,000 lb. capacity	\$140.00 per hour
Tilt-Deck Trailer	\$100.00 per hour



**MOTOR GRADERS**

Cat 14H Grader	\$220.00 per hour
Cat 14M3 Grader	\$220.00 per hour
Volvo G990	\$220.00 per hour

**BULLDOZERS**

Cat D-3C Dozer	\$110.00 per hour
Cat D7 Dozer w/ripper	\$190.00 per hour
Cat D4 Dozer	\$140.00 per hour
Cat D6 Dozer	\$160.00 per hour

**FRONT END LOADERS**

Cat IT28B	\$130.00 per hour
Cat 950	\$130.00 per hour
Cat 902	\$110.00 per hour
Cat 930M	\$140.00 per hour
Volvo L-120E	\$140.00 per hour

**BACKHOES**

Case 580 Backhoe	\$110.00 per hour
JCB Backhoe	\$150.00 per hour
Case 580 Backhoe with hammer attachment	\$150.00 per hour
Cat 307C	\$100.00 per hour
Volvo EC210CL	\$190.00 per hour
Cat M314F Rubber-Tired Excavator	\$190.00 per hour

**COMPACTORS**

Cat CB214D	\$90.00 per hour
Ingersol Rand SD100D Vibratory Drum	\$125.00 per hour

**TOWING SERVICE**

Actual cost of towing service, plus 15%. If the towing is performed using city equipment and labor, the labor and equipment fees in this Fee Schedule apply.

**HAZARDOUS MATERIAL CLEAN UP**

Actual cost of vendor, plus 15%.

**MISCELLANEOUS**

Jack Hammer	\$40.00 per hour + supplies
Pickups, 4x4, ½ Ton	\$80.00 per hour
Pickups, 4x4, ¾ Ton	\$80.00 per hour
Air Compressor, 120 PSI	\$50.00 per hour

DXL-750 Air Compressor, 160 PSI	\$50.00 per hour
Manitou M40 Lift Truck/Forklift	\$100.00 per hour
Core Driller	\$50.00 per hour
Concrete wall saw	\$125.00 per hour + supplies
Stanley Spinax Pneumatic Gun	\$50.00 per hour + supplies
Ned-Hut Cement Saw	\$125.00 per hour + supplies
Pipeline Video Inspection Unit	\$50.00 per hour
Snocrete Snow Blower	\$100.00 per hour
Genie Z45/25 Telescoping Man Lift	\$75.00 per hour
Genie Scissor Lift	\$75.00 per hour
Asphalt Hot Patch Unit	\$150.00 per hour + supplies
Outside Storage	\$1.25 per square foot per month

**ASPHALT PATCHING – ROAD**

Minimum Amount (Up to 200 sq. ft.) \$ 4,000, plus \$20/sq. ft. for each additional sq. ft.

**ASPHALT PATCHING – PATHWAY**

Minimum Amount (Up to 100 sq. ft.) \$1,000, plus \$10/sq. ft. for each additional sq. ft.

**BUILDING PERMITS**

New Residential Dwelling Unit; \$100.00  
 Addition to add Second Dwelling Unit;  
 Container Storage Unit;  
 Major Additions (2 or more rooms)

Single Family or Duplex Remodel; \$25.00  
 Minor Additions (less than 2 rooms);  
 Re-roofing; Demolitions; Arctic Entry

All commercial; 3 or more dwelling unit residential

Valuation \$0-\$50,000 \$250.00  
 Valuation over \$50,000 \$400.00

After-the-Fact Building Permits Penalty \$500.00 additional

**UTILITY INSPECTION CARD DEPOSIT**

Residential \$500.00  
 Commercial \$1,000.00  
 Replacement Card \$100.00

# DEPARTMENT OF PUBLIC UTILITIES

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## Electric Utility

### SCHEDULE A RESIDENTIAL SERVICE

The Residential Service Rate applies only to service provided exclusively for general domestic purposes, including single family residences, housing units in multi-family residences, and mobile homes.

Customer Charge	\$8.49 per month
Energy Charge	\$0.2483 per kWh

### SCHEDULE B SMALL GENERAL SERVICE

The Small General Service Rate applies to all non-residential services with 20 kW of demand or less, and does not require demand metering.

Customer Charge	\$10.61 per month
Energy Charge	\$0.2180 per kWh

### SCHEDULE C LARGE GENERAL SERVICE

The Large General Service Rate applies to all services with demands exceeding 20 kW but less than or equal to 100 kW for a minimum of 6 months per city fiscal year. A review of service classification will be performed annually. The new rate will be applied from that time forward and will not be retroactive.

Customer Charge	\$53.07 per meter per month
Demand Charge	\$7.11 per kW
Energy Charge	\$0.1846 per kWh

### SCHEDULE D INDUSTRIAL SERVICE

The Industrial Service Rate applies to services with demands exceeding 100 kW for a minimum of 6 months per city fiscal year. A review of service classification will be performed annually. The new rate will be applied from that time forward and will not be retroactive.

Customer Charge	\$106.13 per meter per month
Demand Charge	\$8.49 per kW
Energy Charge	\$0.1527 per kWh

**SCHEDULE E  
STREETLIGHTS**

For streetlights with energy meters, the City will charge the rate in effect for Small General Service. Monthly customer charges will be applied to each streetlight meter, and the energy charge shall be applied to the actual amount of energy consumed each month.

For streetlights without energy meters, the monthly charge will be equal to the Small General energy charge multiplied by the actual energy usage of a metered streetlight with similar wattage. A monthly customer charge will not be applied to unmetered streetlights.

**SCHEDULE F  
COST OF POWER ADJUSTMENT**

A surcharge or credit (Cost of Power Adjustment) shall be applied to all energy in Schedule A – E to reflect all Fuel and Purchased Power Cost included in the Energy Charge for Schedules A - E. The City shall calculate the Cost of Power Adjustment on a quarterly or monthly basis with the calculation to take into account the actual costs for the previous period and the estimated costs for the period in which the Cost of Power Adjustment is to be in effect.

**SCHEDULE G  
STANDBY SERVICE**

Standby service means electrical service supplied or made available to load which is serviced all or part of the time by the customer’s own electric generation or by any non-City source of power. Standby service will be provided under the Large General Service Rate (Schedule C) except that the minimum payment each month will be equal to the customer charge plus the product of the demand charge and the estimated maximum demand of the load serviced by the standby service. With large loads or special circumstances, the City may require that standby service be supplied by the City only under a special contract specifying the rates, terms and conditions governing such service.

**SCHEDULE H  
INTERRUPTIBLE SERVICE**

Interruptible service means electrical service under which the City retains the right to interrupt service, in whole or in part, at any time, with or without notice, whenever the City deems necessary in order to meet the demand of other customers or for any other reason. Interruptible service may be supplied, at the City’s discretion, only under a special contract specifying the rates, terms and conditions governing such service.

**SCHEDULE I  
FEES AND SPECIAL CHARGES**

- A.     Billing Deposits                   A deposit equal to two months estimated billing is required. Interest in the amount of 3.5% per annum will accrue on billing deposits, and will be paid to customer when deposit is refunded or applied to account.

- B. New Service Connection  
 Labor: Straight Time \$100.00 per hour  
 Over Time \$150.00 per hour  
 Double Time \$200.00 per hour  
 Materials: Cost plus 15%
- C. Construction Deposit 50% of City's construction estimate due prior to start of construction.  
 Balance due prior to activation.
- D. Service/Reconnection \$90.00
- E. Service Call Out:  
 Labor: Straight Time \$100.00 per hour  
 Over Time \$150.00 per hour  
 Double Time \$200.00 per hour  
 Materials: Cost plus 15%
- F. Power Factor Adjustment  
 (if demand charge applies) If the average power factor of the customers' system is less than 90% lagging, the billing demand may be increased by the amount of kW that is required to bring the average power factor to no less than 90% lagging.  
  
 For all new services installed after September 30, 2006, if the average power factor of the customers' system is less than 95% lagging, the billing demand may be increased by the amount of kW that is required to bring the average power factor to no less than 95% lagging.
- G. Billable Time In addition to labor time, billable time will include travel time to and from the job site and will be rounded to the nearest hour.

# Water Utility

## SCHEDULE A SINGLE FAMILY OR DUPLEX WATER SERVICE MONTHLY CHARGES

Schedule A is restricted to service provided exclusively for unmetered general domestic purposes to single family and duplex dwelling units. The fixed monthly charge includes customer and volume charges. Duplex services will receive two unit charges. Residential units that are also used for commercial purposes are required to be metered and charged in accordance with Schedule B. All new water services will be metered.

### COST PER DWELLING UNIT

Single Family/Duplex
Effective 07/01/2021
\$36.87 per unit per month

## SCHEDULE B METERED WATER SERVICE MONTHLY CHARGE

Meter Size	Effective 07/01/2021	
	Fixed Monthly Charge	Charge Per 1,000 Gallons
5/8"	\$3.66	\$2.60
3/4"	\$3.88	\$2.60
1"	\$4.30	\$2.60
1.5"	\$5.40	\$2.60
2"	\$6.70	\$2.60
3"	\$9.74	\$2.60
4"	\$13.66	\$2.60
6"	\$24.95	\$2.60
8"	\$37.99	\$2.60
10"	\$65.42	\$2.60
12"	\$103.74	\$2.60

## SCHEDULE C SERVICE TO HIGH ELEVATIONS

If pumping is required to serve a customer or subdivision at an elevation too high to be continuously served by gravity, it is the customer's responsibility to meet necessary State requirements to install, to operate, and to maintain such a facility.

**SCHEDULE D  
FEE FOR SERVICE CONNECTIONS**

Fees for new service connections are comprised of two types of charges, costs for the actual physical hook-up and system development charges (SDCs), which pay for system wide capital expansion. SDCs are comprised of both reimbursement (past system expansion) and improvement (future system expansion) fees.

**D-1 PHYSICAL HOOK-UP FEES:**

Labor:	Straight Time	\$92.50 per hour
	Over Time	\$138.75 per hour
	Double Time	\$185.00 per hour
Materials:	Cost plus 15%	

- All services to be installed by the Utility will be cost estimated at the time of application.
- All estimates will be valid for 30 days.
- A deposit of 50% of the construction estimate is required.
- Deposit must be paid before work can proceed.
- Balance due prior to activation of service.

**D-2 SYSTEM DEVELOPMENT CHARGE:**

D-2a: System development charges are to be assessed and paid prior to service activation. Charges are based on domestic service meter size as follows:

SYSTEM DEVELOPMENT CHARGES SCHEDULE

METER SIZE	SYSTEM DEVELOPMENT CHARGE
Unmetered Residential	\$565.00
5/8 inch	\$565.00
3/4 inch	\$565.00
1 inch	\$5,088.00
2 inch	\$16,280.00
3 inch	\$30,530.00
4 inch	\$48,845.00
6 inch	\$101,765.00
8 inch	\$165,825.00
10 inch	\$292,680.00
12 inch	\$470,766.00

D-2b: The System Development charge component of the water services connection charge for residential housing shall be waived.

**SCHEDULE E  
FEES AND SPECIAL CHARGES**

- A. Billing Deposits                      A deposit equal to two months estimated billing is required. Interest in the amount of 3½ % per annum will accrue on billing deposits, and will be paid to customer when deposit is refunded or applied to account.
- B. Service/Reconnection                \$80.00
- C. Service Call Out
- |            |               |                   |
|------------|---------------|-------------------|
| Labor:     | Straight Time | \$92.50 per hour  |
|            | Over Time     | \$138.75 per hour |
|            | Double Time   | \$185.00 per hour |
|            |               |                   |
| Materials: | Cost plus 15% |                   |
- D. Mainline Inspection
- |            |               |                   |
|------------|---------------|-------------------|
| Labor:     | Straight Time | \$92.50 per hour  |
|            | Over Time     | \$138.75 per hour |
|            | Double Time   | \$185.00 per hour |
|            |               |                   |
| Materials: | Cost plus 15% |                   |
- E. Billable Time                              In addition to labor time, billable time will include travel time to and from the job site and will be rounded to the nearest ½ hour.



# Wastewater Utility

## SCHEDULE A UNMETERED RESIDENTIAL SEWER SERVICE

Schedule A is restricted to service provided exclusively for general domestic purposes to single family, duplex, or individual trailer housing units. Charges for unmetered monthly service are made up of a service charge and a volume charge. Duplex services will receive two unit charges. Residential units that are also used for commercial purposes shall be metered and charged in accordance with Schedule B.

Residential Unmetered			
<del>Effective 7/1/2021 6.7% Increase Per Unit Per Month</del>	<del>Effective 7/1/2022 6.2% Increase Per Unit Per Month</del>	Effective 7/1/2023 5.9% Increase Per Unit Per Month	Effective 7/1/2024 5.5% Increase Per Unit Per Month
<del>\$121.63</del>	<del>\$129.21</del>	\$136.80	\$144.38

## SCHEDULE B METERED COMMERCIAL SEWER SERVICE

Any service that does not fall into the residential category as defined in Schedule A above or into the industrial category as defined in Schedule C below shall be classified as a commercial service. Commercial sewer service charges are made up of both a fixed service charge and a usage charge. The usage component is based on a volume rate per 1,000 gallons of metered water consumption. The total monthly bill for metered commercial services is comprised of the fixed service charge and volume charge components as detailed below:

Metered Commercial				
	<del>Effective 7/1/2021 6.7% Increase</del>	<del>Effective 7/1/2022 6.2% Increase</del>	Effective 7/1/2023 5.9% Increase	Effective 7/1/2024 5.5% Increase
Service Charge Per Month	<del>\$22.26</del>	<del>\$23.65</del>	\$25.03	\$26.42
Volume Charge Per 1,000 Gallons	<del>\$18.97</del>	<del>\$20.16</del>	\$21.34	\$22.52

Monthly billings may be adjusted for a commercial service that consumes more than 50,000 gallons of water per month that is not returned to the sewer system. To obtain an adjustment, the customer must petition the City, separately meter water usage not entering the sewer system, and demonstrate that the separately metered water will not enter the sewer system. Upon review and approval, the City will deduct the volume of separately metered water which is not returned to the sewer system from the total metered consumption prior to calculation of the volume charge each month.



F. Service Inspection

Labor:                      Straight Time    \$92.50 per hour  
                                     Over Time       \$138.75 per hour  
                                     Double Time    \$185.00 per hour  
 Materials:                   Cost plus 15%

G. Billable Time

In addition to labor time, billable time will include travel time to and from the job site and will be rounded to the nearest hour.

H. Other Charges

Wastewater Drain Pipe Camera \$100.00 per hour  
 Wastewater Mainline Pipe Camera \$150.00 per hour  
 Wastewater Septic/Septic Tank Pumping \$.15 per gallon

I. Lab Fees

The City of Unalaska Wastewater Lab is not in business as a commercial laboratory. However, when the local commercial laboratories are out of service, the Wastewater Lab can run samples on an individual basis. Charges for performing lab samples are as follows:

Parameters	Fee	Parameters	Fee
Dissolved Oxygen	\$100	NH3-N	\$35
pH	\$35	Fecal Coliform	\$100
Chlorine	\$100	Total Coliform	\$100
BOD	\$100	Sludge Total Solids	\$35
COD	\$55	Sludge pH	\$35
TSS	\$35	Settleability	\$100
Heterotrophic bacteria	\$100	Algae Counts- fresh water or marine	\$300
Whole Effluent Toxicity	\$3,000		

# Solid Waste Utility

## SCHEDULE A LANDFILL MAINTENANCE FEE

The monthly landfill maintenance fee applies to all metered and non-metered utility locations and any other person or organization that receives landfill services or deposits waste in the landfill. Multi residential unit services will receive maintenance fee charges in accordance with the number of units. This fee is included on each customer’s monthly utility bill. In the event a landfill customer does not receive a utility bill, this fee will be assessed at the landfill and billed on a monthly basis.

### Maintenance Fee

<del>Effective 07/01/2021 8.3% Inc.</del>	<del>Effective 07/01/2022 7.6% Inc.</del>	Effective 07/01/2023 7.1% Inc.	Effective 07/01/2024 6.6% Inc.
<del>\$30.28</del>	<del>\$32.59</del>	\$34.89	\$37.20

## SCHEDULE B TIPPING FEE/MINIMUM FEE

The tipping fee applies to all landfill customers other than residential customers depositing their own household refuse and applies to such customers in addition to the landfill maintenance fee in Schedule A above. Such customers will be charged the tipping fee or the minimum fee whichever is greater. If scales are operational at the landfill, the tipping fee will be based on the following rate per ton; otherwise, the rate per cubic yard will apply. Tipping and minimum fees will be assessed at the landfill by the operator on duty and billed on a monthly basis.

For purposes of the tipping fee exemption, household refuse is defined as “refuse generated within a household during normal, day-to-day activities.” It does not include furniture, major appliances, construction or demolition debris, large amounts of yard waste, or any other items that, because of their bulk, weight or composition, the landfill staff determines to be chargeable.

### ~~Effective 07/01/2021 – FY2022 – 8.3% Increase~~

Refuse Type	Tipping Fee	Loose (per cubic yard)	Compacted (per cubic yard)	Minimum Fee
General Refuse	<del>\$271.92 per Ton</del>	<del>\$13.33</del>	<del>\$26.64</del>	<del>\$30.18</del>
Batteries	<del>\$639.46 per Ton</del>	-	<del>\$367.21</del>	<del>\$43.59</del>
Scrap Metal*	<del>\$1,162.64 per Ton</del>	-	<del>\$442.60</del>	<del>\$66.65</del>
Fish Waste	<del>\$581.32 per Ton</del>	-	<del>\$125.60</del>	<del>\$419.14</del>
Mud Gear	<del>\$395.30 per Ton</del>	-	-	-

~~\*See Schedule G, Paragraph A~~

**Effective 07/01/2022 – FY2023 – 7.6% Increase**

Refuse Type	Tipping Fee	Loose (per cubic yard)	Compacted (per cubic yard)	Minimum Fee
General Refuse	\$292.58 per Ton	\$14.34	\$28.65	\$32.47
Batteries	\$688.06 per Ton	-	\$395.11	\$46.90
Scrap Metal*	\$1,251.00 per Ton	-	\$476.24	\$71.71
Fish Waste	\$625.50 per Ton	-	\$135.15	\$450.99
Mud Gear	\$425.34 per Ton	-	-	-

\*See Schedule G, Paragraph A

**Effective 07/01/2023 - FY2024 - 7.1% Increase**

Refuse Type	Tipping Fee	Loose (per cubic yard)	Compacted (per cubic yard)	Minimum Fee
General Refuse	\$313.35 per Ton	\$15.58	\$30.68	\$34.78
Batteries	\$736.91 per Ton		\$423.16	\$50.23
Scrap Metal*	\$1,339.82 per Ton		\$510.05	\$74.94
Fish Waste	\$669.91 per Ton		\$144.74	\$483.01
Mud Gear	\$455.54 per Ton			

\*See Schedule G, Paragraph A

**Effective 07/01/2024 - FY2025 - 6.6% Increase**

Refuse Type	Tipping Fee	Loose (per cubic yard)	Compacted (per cubic yard)	Minimum Fee
General Refuse	\$334.03 per Ton	\$16.61	\$32.70	\$37.07
Batteries	\$785.54 per Ton		\$451.09	\$53.55
Scrap Metal*	\$1,428.25 per Ton		\$543.71	\$79.88
Fish Waste	\$714.12 per Ton		\$154.29	\$514.89
Mud Gear	\$485.60 per Ton			

\*See Schedule G, Paragraph A

**SCHEDULE C  
VEHICLE DISPOSAL FEE**

Any person disposing of a vehicle at the landfill must remove fluids, batteries and tires from the vehicle prior to disposal. If fluids, batteries and tires are not removed from the vehicle prior to disposal, those vehicles will not be accepted. All Commercial Vehicles are defined as commercially licensed or vehicles with a rating of one ton or higher. Vehicles must be clean of all trash prior to disposal. All vehicle parts will be charged at the metal charges in Schedule G.

Effective <del>07/01/21</del> FY2022 8.3% Increase		Effective <del>07/01/21</del> FY2023 7.6% Increase		Effective 07/01/23 FY2024 7.1% Increase		Effective 07/01/24 FY2025 6.6% Increase	
Passenger Cars	No Charge	Passenger Cars	No Charge	Passenger Cars	No Charge	Passenger Cars	No Charge
Pick-up Trucks & SUV's Up to 1-ton Rating	No Charge	Pick-up Trucks & SUV's Up to 1-ton Rating	No Charge	Pick-up Trucks & SUV's Up to 1-ton Rating	No Charge	Pick-up Trucks & SUV's Up to 1-ton Rating	No Charge
All Commercial Vehicles	\$995.22/ton	All Commercial Vehicles	\$1,070.86/ton	All Commercial Vehicles	\$1,146.89/ton	All Commercial Vehicles	\$1,222.58/ton

**SCHEDULE D  
SPECIAL WASTE HANDLING FEES**

The special waste handling fees apply to all landfill customers who deposit wastes in the landfill that require special handling to be accommodated. Such customers will be charged the special handling fee in addition to the landfill tipping fee in Schedule B above. Special wastes include trawl nets, and appliances with refrigerant.

Effective <del>07/01/21</del> FY2022 8.3% Increase		Effective <del>07/01/22</del> FY2023 7.6% Increase		Effective 07/01/23 - FY2024 7.1% Increase		Effective 07/01/24 - FY2025 6.6% Increase	
Trawl Nets (per cubic yard)**	\$1,162.64	Trawl Nets (per cubic yard)**	\$1,251.00	Trawl Nets (per cubic yard)**	\$1,339.82	Trawl Nets (per cubic yard)**	\$1,428.25
Nets Compact Fee (per ton)**	\$300.00	Nets Compact Fee (per ton)**	\$322.80	Nets Compact Fee (per ton)**	\$345.72	Nets Compact Fee (per ton)**	\$368.54
Appliance with Refrigerant	\$116.26 each	Appliance with Refrigerant	\$125.09 each	Appliance with Refrigerant	<del>\$75.00</del> 133.97 each	Appliance with Refrigerant	<del>\$75.00</del> 142.81 each

Special handling charges shall not be limited to the items specified above. Any person with other waste materials that require special handling to be accommodated at the landfill shall notify the Department of Public Utilities prior to disposal. Such wastes will be accepted at the discretion of the City, subject to an agreement between the customer and the Director of Public Utilities on charges that will reasonably compensate the City.

**SCHEDULE E  
SEPARATION FEES**

Customers responsible for any mixed load arriving at the City’s solid waste disposal facility that includes prohibited items or materials requiring separation and sorting shall be charged \$750 per container. This charge will be in addition to the landfill tipping fee in Schedule B above.

“Materials requiring separation” include: major items and appliances; pallets and large wood items; nets and line; fish waste; fish meal; preservative; tires; wire rope/cables; junk vehicles; and scrap metal.

“Prohibited materials” include: creosote or creosote treated items; petroleum products; corrosive materials; toxic materials; liquids; off-island waste; PCB’s; Asbestos; and any material considered hazardous waste.

**SCHEDULE F  
FEES AND SPECIAL CHARGES**

A. Billing Deposits A deposit equal to two months estimated billing is required. Interest in the amount of 3.5% per annum will accrue on billing deposits, and will be paid to customer when deposit is refunded, or applied to account.

B. Labor Charge Out rates:

Labor	Straight Time	\$92.50 per hour
	Over Time	\$138.75 per hour
	Double Time	\$185.00 per hour
Materials		Cost plus 15%
Equipment Charge		See Table

**Equipment Charge**

Effective 07/01/21 8.3% Inc	Effective 07/01/22 7.6% Inc.	Effective 07/01/23 7.1% Inc.	Effective 07/01/24 6.6% Inc.
\$180.24	\$195.20	\$211.40	\$228.95

C. Billable Time In addition to labor time, billable time will include travel time to and from the job site and will be rounded to the nearest hour.

**SCHEDULE G  
OTHER SPECIAL REGULATIONS**

A. Scrap Metals. Scrap metals must be cut into less than four foot lengths and be no more than one foot thick. Scrap metals not cut in accordance with the preceding dimensions will be charged a per ton Tipping Fee plus the compacted cubic yard rate fee. In the event the landfill scales are not operating, and the scrap metal is greater than 1 cubic yard, the rate charged shall be two times the compacted cubic yard rate for Scrap Metal. Cubic yard volume is determined by the following formula: (maximum length in feet times maximum width in feet times maximum height in feet divided by 27). All cables and wire rope must be separated from metal deliveries. All webbing, nets, and rope must be removed from crab pots and other metal material.

B. Wood. Wood including demolition and construction materials must be cut into lengths not exceeding four (4) foot lengths and be no more than one (1) foot thickness.

C. Containers. All containers including vans, tanks and other large vessels exceeding fifty five (55) gallons in capacity must be cleaned of any residue and cut into less than four (4) feet lengths and be less than four (4) feet diameter. Containers are defined as: A large reusable receptacle that can accommodate smaller cartons or cases in a single shipment designed for efficient shipment of cargo or is used for the storage of liquid. All valves must be removed from cylinders before disposal. All tanks and bottles (i.e. propane, fuel, oil, Freon, oxygen, etc.) must be cut in half.

D. Nets and Line. Nets and lines must be free of all non-synthetic polymerized materials and must be cut up into tightly bound bundles of less than one (1) cubic yard. Synthetic polymerized materials include, but are not limited to, nylon, polypropylene, polyethylene, and spectra. (Note nets are charged in accordance with Schedule D and Schedule B.) Customers that deliver nets and lines that are in one (1) cubic yard bundles will be charged a per ton tipping fee. Nets and lines that are not cut and tightly bound into one (1) cubic yard bundles will be charged a per ton tipping fee and the cubic yard fee.

E. Other. Other emergency limitations on waste material may be added as authorized by the Director with approval from the City Manager.



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## MEMORANDUM TO COUNCIL

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To: Mayor and City Council Members  
From: Marjie Veeder, City Clerk  
Through: William Homka, City Manager  
Date: May 23, 2023  
Re: Ordinance 2023-05: Amending the fee schedule specifying the fees and charges for services, labor and equipment provided by the City

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**SUMMARY:** Each year City Council reviews the fee schedule specifying the fees and charges for services, labor and equipment provided by the City. Attached for your review are the proposed changes to take effect on July 1, 2023 for FY24.

**PREVIOUS COUNCIL ACTION:** In 1999 Council adopted the fee schedule and each subsequent year has reviewed and approved proposed changes.

**BACKGROUND:** In the past, the City maintained several different fee schedules and at times, fees were established without Council approval. To provide consistency, all fees were incorporated into a single fee schedule for Council adoption. During a recodification of the Unalaska Code of Ordinances, all references to fees were removed from the code and included in the fee schedule, which was then adopted by non-code ordinance.

**DISCUSSION:** No changes are proposed for city-wide General Fees, the Clerk's Department, or the Planning Department. Several departments are proposing Fee Schedule changes, summarized as follows:

### 1. FIRE/EMS

- a. EMS Class Fees have been updated to match the average cost(s) around Alaska (Interior Region & Southern Region EMS).
  - i. The fees reflect trying to balance materials cost and salaries for instructors.
  - ii. The EMS fees are only charged to those students who choose not to be active volunteers within the fire department (example: a person who needs the certification as a requirement of employment at another employer in town).
- b. Fire Class Fees have been added as it has not existed on our fee schedule in the past.
  - i. The fees reflect trying to balance materials cost and salaries for instructors.
  - ii. The Fire fees are only charged to those students who choose not to be active volunteers within the fire department (example: a person who needs the certification as a requirement of employment at another employer in town).

- c. Ambulance Fees have been adjusted to meet the average for Medicare allowable for 2023.
  - i. Although we have a small population of Medicare, commercial insurance companies generally use this as a benchmark.
  - ii. Attached is a spread sheet of other Alaska EMS providers that shows we are well below the average.
  - iii. Increases are necessary to balance out the rising costs of medication and medical equipment.
  - iv. The last fee revision occurred in 2020.
- d. Facility Rental has been added as it has not existed on our fee schedule in the past.
  - i. We often get requests from community businesses to use the classroom, however we haven't had a clear pathway for billing due to this service not being listed on our fee schedule in the past.
  - ii. We don't often rent out the apparatus bay at Station 2, but when the requests arise, it is good to again have that clear pathway back to our fee schedule.

## 2. PCR

- a. Corporate User Fees: An unlimited corporate user pass was added. This pass was created to make it easier for mass users to not have to keep track of their available passes. We looked at the mass user data from 2018-2019 and 2022. We then took the average number of uses and created this pass. We believe this will be a more convenient option.
- b. Facility & Room Rental: The paragraph regarding general information for facility room and room rentals was rewritten and reorganized for clarity, and to clearly indicate which entities enjoy free facility and room rentals.

## 3. PORTS AND HARBORS

- a. Rates related to or that include Labor Rates were increased 12% based on the labor rate increase from the new Inland Boatman Union collective bargaining agreement.
- b. The other rate increases are at 7% as an adjustment to inflation except noted below:
  - i. Section I
    - 1. Paragraph F) 4) Misuse of Dumpster – flat \$50 increase.
    - 2. Paragraph L) 1) Storage Daily Rate – increase \$0.01 (7% increase rounds down to \$0.05).
  - ii. Section VI Emergency Mooring Buoy: This is for emergency use only – very rarely do mariners inquire to use this. No Increase.

iii. Section VII

1. Paragraph C created to separate ATM/Vending from the subsection for Wall Display Space.
2. Current contracted price for square foot at the Airport is \$7.92. An increase of 7% makes the new rate of \$8.47.
3. Recognizing that vending machines with electric refrigeration systems require more electric, there is an additional electricity charge.
4. ATM will be charged a \$100 flat rate plus the transaction fee.
5. Paragraph D is the final addition. "Fixture Location" is to be used as an addition to the Airport Terminal building for items such as a tarmac side key lock box for charter services that wish to have terminal access.

**4. PUBLIC SAFETY**

- a. Edited the Towing Service to match the Towing Service fee charged by the Department of Public Works.

**5. PUBLIC WOKS/PUBLIC UTILITIES**

- a. Added a section for towing services to indicate the actual cost of the towing service plus a 15% administrative fee. If city equipment and labor is used, the fees for those items will be charged, as set out in the Fee Schedule.
- b. Added a section for Hazardous Material Cleanup to reflect the actual cost of the vendor, plus 15%. City labor and equipment will not be utilized for this type of work.

**6. PUBLIC UTILITIES**

- a. No changes in Electric or Water.
- b. Wastewater and Solid Waste: rates for past fiscal years were removed.
- c. The only rate change requested is in Solid Waste for disposing of an appliance with refrigerant. The utility purchased a refrigerant recovery tool last year so that the service could be performed in-house, lowering the cost to customers. We believe that if the fee to dispose of an appliance containing refrigerant is too high, people would just vent the refrigerant prior to dropping off the appliance, rather than properly disposing of the refrigerant. The FY24 price was lowered from \$133.97 to \$75.00, and FY25 was lowered from \$142.81 to \$75.00. \$75.00 is about as low as we can go, that is the flat rate scrap metal fee, with the refrigerant recovery portion waived.

**ALTERNATIVES:** Council may choose to adopt the fee schedule as proposed, or not; or may amend the ordinance or the proposed fee schedule.

**FINANCIAL IMPLICATIONS:** Staff does not anticipate significant financial impact.

**LEGAL:** None.

**STAFF RECOMMENDATION:** Staff recommends adoption of Ordinance 2023-05.

**PROPOSED MOTION:** First reading: I move to introduce Ordinance 2023-05 and schedule it for public hearing and second reading on June 13, 2023. Second reading: I move to adopt Ordinance 2023-05.

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

**ATTACHMENTS:** Alaska EMS Provider Charges

Fire EMS Fees Statewide

Client Name	BLS-NE		BLS-E		ALS1-E		ALS2		SCT		Mileage		Non-TX		Bill	Supplie	Use Coll	Agency	Balance	Bill	Effective Date
	Res	NR	Res	NR	Res	NR	Res	NR	Res	NR	Res	NR	Res	NR							
	A0428		A0429		A0427		A0433		A0434		A0425		A0998								
Cooper Landing EMS			500		700		800				16		250	500	N	N	Y			7/1/2020	
Copper River			650.00								12.00				N	Y	Y			12/1/2016	
Cordova, AK	750		750		750		750				15				N	Y	Y			1/1/2022	
Craig, AK	450		625		925		1025		925		15		225		Y	Y	Y			11/1/2019	
Dillingham	412		464		569		824		974		13		206		N	N	Y			2/2/2017	
Fairbanks, AK	950	1000	950	1000	950	1000	950	1000			13.5		150		N	N	Y			1/1/2023	
Fairbanks North Star Borough +	1000		1000		1000		1000		1000		12		150		N	Y	Y			7/1/2017	
Gustavus, AK	500		600		700		800		1000		11		500		N	N	N			9/17/2019	
Homer, AK	750	1000	750	1000	950	1500	1250	1750			15				N	Y	Y				
Hoonah, AK	600	692	600	692	725	833	725	833			15.15		265	321	N	N	Y			1/1/2017	
Hope Sunrise EMS			500		700		800				16.00		250	500	N	Y	Y			8/1/2021	
Kenai, AK	550		675		800		975				14				N	Y	Y			7/1/2022	
Kenai Peninsula Borough +	353.75		589.58		707.5		943.33				12.98				N	N	Y			7/1/2022	
Ketchikan, AK	600	800	600	800	800	1000	1000	1200			13				N	Y	Y			5/1/2018	
Ketchikan Gateway Borough +	600		600		700		966				12				N	Y	Y			3/18/2014	
Klawock, AK	678	792	678	792	859	1045	915	1045	1255	1455	15.15		265	321	N	Y	Y			1/1/2021	
Kodiak, AK	400		500		600		800				15				N	N	Y			7/1/2020	
Kotzebue			1375		1705		1925				22				N	Y	Y			1/1/2022	
Nenana Volunteer EMS	1500		1700		2000		2500				15		1500		N	Y	Y			1/1/2018	
Nome, AK			675		725		725				15									7/1/2016	
North Pole			1000		1000		1000				12				N	Y	N			9/16/2019	
Saint Paul, AK	700		750		800		850		900		12.5				N	Y	Y			12/3/2021	
Seward Volunteer Amb Corps	600		600		850		1000				15				N	N	Y			5/1/2016	
Tok Area EMS	1200		1200		1400		1400				16				N	N	Y			9/1/2018	
Tri-Valley	1000		1000		1000		1000				15		1000		N	Y	Y			12/15/2021	
Unalaska	300	900	500	1000	600	1200	800	1500	3000		11				N	Y	Y			7/1/2020	
<b>Average R/NR</b>	<b>694.7</b>	<b>864.0</b>	<b>762.8</b>	<b>880.7</b>	<b>900.6</b>	<b>1096.3</b>	<b>1028.9</b>	<b>1221.3</b>	<b>1293.4</b>	<b>1455.0</b>	<b>14.2</b>	<b>#####</b>	<b>432.8</b>	<b>410.5</b>							
<b>Alaska Overall Average</b>	<b>733.8</b>		<b>784.9</b>		<b>938.5</b>		<b>1066.2</b>		<b>1313.6</b>		<b>14.2</b>		<b>426.9</b>								
	<b>BLS-NE</b>		<b>BLS-E</b>		<b>ALS1-E</b>		<b>ALS2</b>		<b>SCT</b>		<b>Mileage</b>		<b>Non-TX</b>								

Date Printed 10/2/2019

CITY OF UNALASKA  
UNALASKA, ALASKA

ORDINANCE 2023-06

AN ORDINANCE OF THE UNALASKA CITY COUNCIL AMENDING THE PORT OF DUTCH HARBOR UNALASKA MARINE CENTER TERMINAL TARIFF

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF UNALASKA, as follows:

**Section 1: Classification.** This is a non-code Ordinance.

**Section 2:** The Unalaska City Council hereby amends the Port of Dutch Harbor Unalaska Marine Center Terminal Tariff as attached, identified as Terminal Tariff 11. This Tariff shall remain in effect until such time as it may be amended by subsequent ordinance.

**Section 3: Effective Date.** This ordinance shall take effect on July 1, 2023.

PASSED AND ADOPTED by a duly constituted quorum of the Unalaska City Council on June 13, 2023.

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Vincent M. Tutiakoff, Sr.  
Mayor

ATTEST:

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Marjie Veeder, CMC  
City Clerk



**City of Unalaska  
International Port of Dutch Harbor  
UNALASKA MARINE CENTER**

**TERMINAL TARIFF  
NAMING RATES, RULES, AND REGULATIONS**

for

**TERMINAL SERVICES**

at

**THE CITY OF UNALASKA  
INTERNATIONAL PORT OF DUTCH HARBOR  
UNALASKA MARINE CENTER**

Located at

**UNALASKA / DUTCH HARBOR, ALASKA**

**TERMINAL TARIFF 4011**

Adopted 6/28/2022 6/13/2023

Effective 7/1/2022 7/1/2023

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**EXPLANATION OF SYMBOLS AND ABBREVIATIONS**

Cont. ----- Continued  
Period ----- 12 hours or less  
Ft. ----- Foot  
Gal. ----- U.S. gallons  
Lbs. ----- Pounds  
LOA ----- Length Overall  
MT ----- Metric Ton  
N.O.S. ----- Not Otherwise Specified  
PUA ----- Preferential Use Agreement  
LT ----- Long Ton  
ST ----- Short Ton  
Sq. ----- Square  
Wt. ----- Weight  
\$ ----- U.S. Currency  
Day ----- Calendar Day

**CONVERSION TABLES**

1 Pound ----- 0.453592 Kilograms  
1 Kilogram ----- 2.20462 Pounds  
1 Short Ton ----- 2000 Pounds  
1 Short Ton ----- 0.892857 Long Tons  
1 Short Ton ----- 0.907185 Metric Tons  
1 Long Ton ----- 2,240 Pounds  
1 Long Ton ----- 1,016.05 Kilograms  
1 Long Ton ----- 1.01605 Metric Tons  
1 Long Ton ----- 1.120 Short Tons  
1 Metric Ton ----- 2,204.62 Pounds  
1 U.S. Gallon ----- 3.78543 Liters  
1 U.S. Barrel ----- 42 Gallons  
  
1 Foot ----- 0.304801 Meters  
1 Meter ----- 3.28083 Feet  
1 Metric Ton ----- 1.1023 Short Ton  
  
1 Gallon Fresh Water ----- 8.34 Pounds  
1 Short Ton Fresh Water ----- 239.808 Gallons

**NOTICE TO THE PUBLIC**

This tariff is published and filed as required by law and is, therefore, notice to the public, shippers, consignees and carriers, that the rates, rules and charges apply to all traffic without specific notice, quotation or arrangement.

Proposed

SECTION 1 – GENERAL RULES AND REGULATIONS	ITEM NO.
<p><b>ITEM 100</b> <b>APPLICATION OF TARIFF</b></p> <p><b>(A) GENERAL APPLICATION OF TARIFF</b> Vessel charges and assessments provided in this tariff are applicable to all vessels, self-propelled or other than self-propelled, when such vessels are provided with dockage services or other vessel services named in this tariff. Information and applications for services are maintained by the Port Director/Harbormaster.</p> <p><b>(B) SUBJECT TO CHANGE</b> The rates named in this tariff, revisions or supplements thereto, are based upon ordinary traffic and labor conditions. If and when these conditions change because of demand of labor for increased wages, strikes, congestion or other causes not reasonably within the control of the Port of Dutch Harbor, resulting in an increased cost of service, the rates are subject to change without notice, or the charge for services may be assessed on the basis as per Sections 2.5.</p> <p><b>(C) TARIFF EFFECTIVE</b> The rates, charges, rules, and regulations named in this tariff, revisions, or supplements thereto, will apply on all freight received at terminals on and after the effective date of this tariff, or effective dates of additions, revisions, or supplements thereto. Unless otherwise specified, all transit freight received at terminals and undelivered prior to effective dates of tariff, revisions, or supplements thereto, will be charged the rates in effect on the date such freight was received, until entire lot or shipment has been withdrawn.</p> <p><b>(D) USE OF TERMINAL, DEEMED ACCEPTANCE</b> Use of wharves or facilities will be deemed as acceptance of this tariff, revisions, or supplements, and the terms and conditions named herein.</p> <p><b>(E) RESERVATION OF AGREEMENT RIGHTS</b> The Port of Dutch Harbor reserves the right to enter into agreements with common carriers, shippers, and/or their agents, concerning rates and services, provided such agreements are consistent with existing local, state, and national laws governing the civil and business relations of all parties concerned.</p>	<p>100</p>
<p><b>ITEM 101</b> <b>THIRD PARTY ACCESS – INCLUDING STEVEDORE AND LONGSHOREMAN ACCESS</b></p> <p>All labor must be contracted through shipping agents, stevedoring agencies or vessel agents, owners/operators. This item provides information regarding access, responsibilities, and requirements related to third party employers and employees.</p> <p>Third party access applies to stevedores, longshoremen, independent contractors, and other non-port employees with business at the Port.</p> <p><b>(A) CARE IN THE PERFORMANCE OF OPERATIONS</b> Third party employees shall exercise care in the performance of their operations in order to prevent injury to or death of any person and damage to or destruction or loss of</p>	<p>101</p>

property, whether of the Port, of the third party, of the vessel being loaded/unloaded, or of any other party

**(B) COMPLIANCE WITH FIRE AND SAFETY PRECAUTIONS**

Any third party operating at the Port of Dutch Harbor shall take all necessary safety and fire precautions, and comply with recognized commercial and marine safety practices, procedures and regulations

**(C) THIRD PARTY AND PORT INDEPENDENT CONTRACTORS**

In any service relationship the Port of Dutch Harbor and any third party shall be independent contractors, each to the other, and shall not be agents or employees, one for the other, for any purposes

**(D) THIRD PARTY EMPLOYERS SHALL ENSURE EFFICIENT AND EXPEDITIOUS VESSEL WORK**

In order to ensure efficient and expeditious loading and discharge of vessels, and the maximum utilization of the full capacity of the Port of Dutch Harbor, third party employers shall:

1. Make use of the appropriate facilities and equipment furnished by the Port of Dutch Harbor.
2. Have at least one qualified supervisor present at all times while a vessel is loading or unloading.
3. Have at least one responsible officer or representative, with full power to make all operating decisions concerning the third party's work at the Port, available for contact by the Port at all times and keep the Port informed at all times of how and where such officer or representative may be contacted by the Port.
4. Cooperate fully with the Port of Dutch Harbor in all respects by (i) advising as far in advance as possible the type of vessel, Master's estimate of the quantity of cargo to be loaded or discharged, estimated time to load or discharge, and any special problems that may exist or arise; (ii) determining the equipment needed for the operation; and (iii) coordinating sequence and timing of operations for the convenience and efficiency of the Port.
5. Promptly restore terminal working areas to a clean, safe and orderly condition on completion of third party operations.
6. Not bring pets/animals or small children to the Port unless permission of the port is specifically granted on an individual basis.

**(E) PORT SHALL SUPPLY EQUIPMENT, FACILITIES, AND SERVICE**

The Port of Dutch Harbor shall furnish, subject to the conditions and charges stipulated elsewhere in this tariff, the following:

- 1) Access, for third party employees, to the Port of Dutch Harbor property at places and in the manner as may be approved by the Port of Dutch Harbor.

2) Port equipment to the extent it is available, required, and dedicated to third party employee use.

All Port of Dutch Harbor equipment utilized by the third party in performing its work is expressly understood to be under the direction and control of the third party and the third party is responsible for the operation thereof and assumes all risk for injuries or damages which may arise or grow out of the use or operation of such equipment. It is incumbent upon the third party to make a thorough inspection and verify the physical condition and capacity of the equipment, as well as the competency of the operator, there being no representation of warranty by the Port of Dutch Harbor with respect to such manner. (Subject to ITEM 102 herein.)

All such equipment will be properly used by the third party and not subjected to abuse or more than normal wear and tear. If there is any such abuse or more than normal wear and tear, the third party shall pay for the damage to such equipment. Upon determination of the period of use, all such equipment shall be returned to the Port in the same condition as when received, normal wear and tear excepted. It shall be incumbent on the third party to make a reasonable inspection of all accesses permitted to and from a work area and the work areas and to verify these are safe places for the access and the work to be performed. There is no representation of warranty by the Port of Dutch Harbor with respect to such matters.

**(F) THIRD PARTY EMPLOYER WARRANTY**

As a condition to the right to conduct business or operate on the Port of Dutch Harbor property, third party employers shall warrant that all their operations shall be conducted at all time with all necessary labor and equipment under competent supervision, with all proper dispatch and in good and workmanlike manner, and the conduct of such business or operations on the Port of Dutch Harbor property shall be deemed to be an offer of such warranty by the third party and its acceptance by the Port of Dutch Harbor.

If any breach of these warranties causes or subjects the port to any losses, suits, claims, damages or liabilities, the third party shall defend, indemnify and save harmless and reimburse the City of Unalaska and Port of Dutch Harbor for all such losses, suits, claims, damages or liabilities. (Subject to ITEM 102 herein.)

**THIRD PARTY EMPLOYER – DEFINITION**

The term “Third Party Employers” refers to employers of stevedores, vessel employees, longshoremen, independent contractors, and all other non-City employees.

**(G) INDEMNITY**

Third party employers and employees shall defend, indemnify and hold harmless the City of Unalaska and the Port of Dutch Harbor, its employees, and agents from and against any claims, damages, losses, and expenses (including attorney’s fees) for injury to or death of any third party employees or for injury to any real or personal property.

**(H) INSURANCE**

Third party employers shall be required to obtain and/or maintain the following insurance coverage:

Worker's Compensation insurance (including Longshoremen and Harbor Workers Act Coverage) under all applicable federal and state statutes and municipal ordinances, and shall carry a minimum of \$1,000,000 in employer's liability insurance (including liability under the Jones Act). Third party employers shall carry and maintain, at their own expense, insurance not less than the amount and coverage herein specified, and the City of Unalaska, its employees and agents shall be named as additional insured under the insurance coverage so specified, including all liability coverage with the exception of Worker's Compensation. There shall be no right of subrogation against the City or its agents, and this waiver of subrogation shall be endorsed upon the policies. Insurance shall be placed with companies acceptable to the City of Unalaska; and these policies providing coverage hereunder shall contain provisions that no cancellation or material changes in the policy relative to the business and operations conducted on the City of Unalaska's UMC property shall become effective except upon 30 days prior written notice thereof to the City of Unalaska.

Commercial General Liability limits not less than \$1,000,000 per Occurrence and \$2,000,000 annual Aggregate for bodily injury and property damage including coverage for premises and operations liability, products and completed operations liability, contractual liability, broad form property damage liability, and personal injury liability occurring on, in, or about the vessels being loaded by third party employees, or the premises of the Port and the adjoining areas.

Commercial Automobile Liability covering all owned, non-owned, hired, and rented vehicles with limits of liability of not less than \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage per each occurrence or loss.

Third party employers shall be required to submit to the City of Unalaska certificates of insurance evidencing the foregoing coverage, and said certificates shall provide that the City is to be given 30 days prior written notice of any alteration or cancellation.

**ITEM 102**

**LIMITS OF LIABILITY**

No provision contained in this tariff shall limit or relieve the City of Unalaska and Port of Dutch Harbor from liability for its own negligence nor require any person, vessel or lessee to indemnify or hold harmless the City of Unalaska and Port of Dutch Harbor from liability for its own negligence.

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**ITEM 103**

**APPLICATION OF RATES**

Unless otherwise provided, rates are given in dollars per short ton, lineal foot, square feet, or U.S. gallon, whichever creates the greater revenue.

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<p>Users of the Port are required to furnish dock receipts, mate's tickets, certificates, or copies of invoices, certified by the shipper to be true and correct, and acceptable to the Port.</p> <p>Specific commodity rates will take precedence over any general or N.O.S. rates.</p> <p>As used in this tariff, Schedule of Fees refers to the City of Unalaska Schedule of Fees and Charges then in effect. All current rates &amp; fee schedules will be available at the Port of Dutch Harbor office.</p>	
<p><b>ITEM 104 INSURANCE</b></p>	
<p>Rates named in this tariff do not include insurance of any kind.</p>	<p><b>104</b></p>
<p><b>ITEM 105 RESPONSIBILITY FOR COLLECTION AND TERMS OF PAYMENT</b></p> <p><b>(A) RESPONSIBILITY FOR CHARGES</b> Vessels, their owners, agents, masters, and shippers or consignees of goods docking at or using the facilities covered by this tariff, agree to be responsible, jointly and severally, for the payments of charges assessed in accordance with this tariff. Rates, rules and regulations of this tariff and liability for charges apply without regard to the provision of any bills of lading, charter party agreement, third party agreement, contract or any other conflicting documents.</p> <p><b>(B) TERMS AND CONDITIONS OF PAYMENT</b> Use of Port facilities or services is conditioned upon satisfactory assurance of the Port that applicable charges will be paid when due. All charges are due and payable, in U.S. currency, as they accrue or on completion of service or use. The Port may require payment of charges in advance, as follows: 1. By the vessel, its owners, or agents before vessel is assigned a berth and commences its loading or unloading operations. 2. By the cargo owner, shipper, or consignee before cargo leaves the custody and control of the Port. 3. For all charges on perishable cargo or cargo of doubtful value and household goods, payment terms are cash unless the Port customer, prior to the use of Port facilities or services, has established credit worthiness or has posted adequate security acceptable to the Port and has thereby been relieved of cash payment requirements by the Port.</p> <p><b>(C) COMPLIANCE WITH TERMINAL USE PERMIT CONDITIONS</b> Use of Port facilities and services shall comply with the Conditions of the UMC Terminal Tariff as published by the Port.</p>	<p><b>105</b></p>



<b>ITEM 106</b>	<b>106</b>
<b>DELINQUENT ACCOUNTS</b>	
<b>(A) TIME OF DELINQUENCY</b>	
All invoices will be declared delinquent 31 days after the date of the invoice. A monthly finance charge of 0.875% (10.5% per annum) will be applied to all accounts 60 days and older.	
<b>(B) COSTS AND EXPENSES RECOVERABLE</b>	
Should it become necessary for the Port to institute litigation to effect collection of a delinquent account, then all expenses incurred by the prevailing party shall be assessed to and become payable by the non-prevailing party. Such expenses shall include, but not be limited to, a reasonable attorney's fee and all costs of the suit.	
<b>(C) DELINQUENT LIST</b>	
The Port may record the vessels, their owners or agents whose invoices are delinquent on a Delinquent List. Vessels whose owners, operators or agents are on the Delinquent List may not be allowed to discharge to any Port dock or use any Port facilities until all past due charges are paid. A vessel whose owners, operators or agents have been on the Delinquent List and whose owners, operators or agents have satisfied past due charges must prepay all estimated charges on voyages subsequent to removal from the Delinquent List before being allowed use of any Port facility, unless other arrangements have been made in advance with the City Finance Department.	
<b>ITEM 107</b>	<b>107</b>
<b>LIABILITY FOR LOSS, DAMAGES, OR INJURY</b>	
<b>(A) LIMITS OF RESPONSIBILITY</b>	
The Port of Dutch Harbor will not be responsible for any loss, damage, or delay to merchandise which may arise from any cause beyond its direct authority and control, nor from any cause except for want of due diligence.	
Further, the Port of Dutch Harbor shall not be liable for any loss, damage or delay to merchandise, or any other injury which results from animals, insects, rodents or vermin; not from decay, deterioration, evaporation, shrinkage or loss of quantity, quality or value from inherent vice of product; nor from fire, frost, leakage or discharge from fire protective sprinklers, oxidation or rusting; nor from civil disorder, insurrection, riot, strike or labor stoppage whether or not agents or the employees of the Port of Dutch Harbor be involved; not from delay caused by adverse weather; delay caused by shortage of qualified labor, except to the extent that any of the aforesaid loss of damage results from negligent acts or omissions of the Port, its employees or agents. (Subject to ITEM 102 herein.)	
<b>(B) LIMITS OF RESPONSIBILITY</b>	
If and when others, other than the Port, are permitted to perform services on the wharves or premises of the Port, they shall be liable for the injury of persons in their employ and shall also be held accountable for malicious acts or thefts by themselves or persons in their employ.	

The provisions of this item are applicable to all persons, corporations, associations and the like who in any manner come upon or use the terminal facilities, except to agents or employees of the Port. All such persons, corporations, associations and the like shall be strictly liable and responsible for damage to property or for damage or injury to, or for the death of, any person or persons, which may be caused or occasioned by any acts or omission of such persons or the acts or omissions of their agents or employees. All such persons who come upon or use the terminal facilities shall be deemed to have irrevocably agreed to indemnify the Port of Dutch Harbor for any such loss or damage to persons or property for which a claim is or may be made against the Port, and all such persons shall save and hold the Port harmless from any or all such liability, together with all costs and expenses incurred by the Port in investigating or defending claims therefore, including, but not limited to, court costs, experts' fees and attorney's fees.

**ITEM 108**

**108**

**RIGHTS OF THE PORT**

**(A) RIGHTS RESERVED**

The Port of Dutch Harbor reserves the right to furnish equipment, supplies, and materials, and to perform all services in connection with the operation of its facilities, under rates and conditions named herein.

**(B) RIGHTS TO APPROVE**

The Port of Dutch Harbor reserves the right to approve, if it so deems necessary, the Vessel agent's or owner/operator's use of their own equipment, supplies and materials and performing all services in connection with the operation of the loading and unloading of cargo and gear.

**(C) RIGHT TO REFUSE FREIGHT**

The Port of Dutch Harbor reserves the right, without responsibility for demurrage, loss or damage attaching, to refuse to accept, receive, or unload, or to permit vessels to discharge freight:

For which previous arrangements for space, receiving, unloading or handling have not been made by shipper, consignee or carrier.

Deemed extra offensive, perishable, or hazardous.

The value of which may be determined as less than the probable Port charges.

Not packed in packages or containers suitable for standing the ordinary handling incident to its transportation. Such freight, however, may be repacked or reconditioned at discretion of the Port of Dutch Harbor, and all expense, loss or damage incident thereto will be for account of shipper, consignee, owner or carrier

**(D) RIGHT TO REMOVE, TRANSFER, OR WAREHOUSE FREIGHT**

Hazardous or offensive freight, or freight which, by its nature, is liable to damage other

Freight, is subject to immediate removal, either from the wharf or wharf premises, or to other locations within said premises, with all expense and risk of loss or damage for the account of owner, shipper or consignee. (Subject to ITEM 102 herein.)

Freight remaining on wharf or wharf premises after expiration of free time (See ITEM 202), and freight shut out at clearance of vessel, may be piled or re-piled to make space, transferred to other locations or receptacles within the wharf premises, or removed to public or private warehouses, with all expense and risk of loss or damage for account of the owner, shipper, consignee, or carrier, as responsibility may appear. (Subject to ITEM 102 herein.)

**(E) EXPLOSIVES**

The acceptance, handling, or storage of explosives or excessively inflammable material will be subject to special arrangements with the Port of Dutch Harbor and governed by rules and regulations of Federal, State and local authorities. USCG; (TITLE 49 CFR 176.100 & 176.415)

Special arrangements with the Port of Dutch Harbor may include handling fees.

**(F) OWNERS RISK**

(Subject to ITEM 102 herein.)

Glass, liquids, and fragile articles will be accepted only at owner's risk for breakage, leakage, or chafing.

Freight on open ground or on open wharf is at owner's risk for loss or damage.

All watercraft if and when permitted by the Port of Dutch Harbor to be moored, at wharves, or alongside vessels, are at owner's risk or damage.

<b>ITEM 109</b>	<b>109</b>
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**SHIPPER REQUESTS AND COMPLAINTS**

For dockage and storage, shipper requests and complaints may be made by filing a written statement with the Port Director/Harbormaster. For handling of cargo and gear, requests and complaints must be first submitted to the vessel agent, owner/operator. Any shipper may submit a request or complaint.

<p><b>ITEM 110</b> <b>DEMURRAGE OR DELAYS</b> In furnishing services related to loading and unloading vessels, no responsibility for any demurrage whatsoever will be assumed by the Port.</p> <p>Delays in loading, unloading, receiving, delivering, or handling freight, arising from combinations, riots, or strikes of any person in the employ of the Port or in the services of others, or arising from any other cause not reasonably within control of the Port, will not entitle the owners, shippers, consignees, or carriers of the freight to waiver of wharf demurrage, or any other terminal charges or expenses that may be incurred.</p> <p>The Port Director/Harbor Master may waive dockage charges for delays caused by extreme weather conditions, when such conditions prevent a vessel from departing at its scheduled time. However, the Port of Dutch Harbor does not accept liability for losses to vessel owners/operators, third party contractors, and others that are caused by adverse weather.</p>	<p><b>110</b></p>
<p><b>ITEM 111</b> <b>MANIFESTS REQUIRED OF VESSELS</b></p>	<p><b>111</b></p>
<p>Masters, owners, agents or operators of vessels are required to furnish the Port of Dutch Harbor with complete copies of vessels' manifests showing the port of discharge and the weights or measurements of all freight loaded or discharged at the facilities of the Port of Dutch Harbor. Such manifest must also designate the basis weight or measurement of which ocean freight was assessed. In lieu of manifests, certified lists of copies of "boat notes", mates' receipts, or dock receipts containing all information as required above may be accepted.</p>	
<p><b>SECTION 2 – DEFINITIONS AND SCHEDULE OF CHARGES</b></p>	
<p><b>SECTION 2.1 – GENERAL DEFINITIONS</b></p>	
<p><b>ITEM 201</b> <b>BERTHING</b></p>	<p><b>201</b></p>
<p>Vessels berthing or departing piers or wharves subject to this tariff must use sufficient tugs so the ship can be berthed or removed in a safe manner. Berthing speed shall be of a safe and controlled velocity—for example, the berthing speed shall not exceed 16 feet/minute. Line handlers shall be used as necessary.</p>	
<p><b>ITEM 202</b> <b>FREE TIME FOR CARGO &amp; MOORAGE</b></p>	<p><b>202</b></p>
<p><b>(A) DEFINITION OF FREE TIME</b> 1. <b>CARGO</b> The initial twelve (12) hour period during which cargo may occupy space assigned to it on terminal property, free of wharf demurrage or terminal storage charges, immediately prior to the loading, or subsequent to the discharge, of such cargo on or off the vessel.</p>	

Free time applies to cargo in storage areas only. Cargo or equipment in working areas or that otherwise interferes with activities at the Port may be moved by the Port. In such cases, labor and equipment charges may be assessed.

2. **MOORAGE** Durations of two (2) hours or less during which a vessel may occupy space assigned to it or terminal property free of moorage charges. Examples of free moorage consist of medical emergencies, and short stops to pick up/drop off personnel.

**(B) VESSEL DELAY**

When the sailing date of a vessel has been announced or posted by the terminal operator and the sailing date is delayed due to stress of weather, accident, or other emergency, an extension of free time may be granted equivalent to the delay of the vessel, but not to exceed 24 hours. This exception does not apply on freight against which wharf demurrage and/or storage charges have accrued prior to the scheduled sailing date as announced.

**(C) COSTS ASSOCIATED WITH VESSEL DELAY**

If a vessel exceeds its sailing date and time without proper notice or permission to do so by the port, that vessel may be liable for related costs incurred by the Port. For example, the Port shall not be liable for any charges that may be assessed to the Port by a subsequent dock user that incurs labor costs for gang call-out when this user is unable to access the dock because of the unauthorized delay of the first vessel. The offending vessel shall be liable for such costs, plus a 30 percent administration charge.

<b>ITEM 203</b>	<b>203</b>
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**LOAD LIMITS**

Cargo shall be stacked or piled on piers or wharves so as to produce a uniform loading for the areas covered and to be no greater than 750 pounds per square foot.

<b>ITEM 204</b>	<b>204</b>
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**NORMAL WORKING HOURS**

Normal working hours of the Port office staff are 0800 to 1700 hours, five (5) days per week except during periods designated by the Port Director as a seven (7) day work week or on Port of Dutch Harbor / City of Unalaska holidays. Holidays are as follows: New Year's Day; Martin Luther King, Jr. Day (3rd Monday in January); Presidents' Day (3<sup>rd</sup> Monday in February); Memorial Day (last Monday in May); Independence Day; Labor Day; Veterans Day (11th of November); Thanksgiving Day; Christmas Day; and every day designated by public proclamation by the President of the United States or the Governor of the State of Alaska as a legal holiday. Hours will be posted at the Port Office.

Reservations shall be made by way written notification at least 24 hours in advance so scheduling changes can be made and confirmed during normal scheduled working hours.

Cancellation of a confirmed schedule less than 24 hours in advance may result in a charge of 25% of the applicable LOA rate listed in the UMC tariff.

<b>ITEM 205</b>	<b>205</b>
<b>RESPONSIBILITY FOR HOUSEKEEPING</b> Users of the Unalaska Marine Center property will be required to maintain it in an orderly manner as directed by the Port Director/Harbormaster. If a user does not properly clean property used, the Port Director/Harbormaster shall order the work performed and the user will be billed at cost, plus a 30% overhead charge.  Housekeeping of flammable cargo requires special provisions. Users, shippers, consignee and persons in charge of ships will be held responsible for the following:  a) Providing steam or other heating means to assure proper flow of petroleum products requiring such heat.  b) Removal of temporary lines upon completion of receipt of discharge or flammable liquids.  c) Preventing or containing any and all spillage or leakage associated with the receipt or discharge of their cargo(s). Spillage and/or leakage of petroleum products or flammables must be cleaned up immediately.  d) Cleaning all petroleum products from lines located on or adjacent to the Terminal after vessel completes loading or discharge (unless otherwise authorized by the Port Director/Harbormaster).	
<b>ITEM 206</b>	<b>206</b>
<b>POINT OF REST</b> Point of rest is defined as that area on the terminal facility which is assigned for the receipt of inbound cargo from the vessel and from which inbound cargo may be delivered to the consignee, and that area which is assigned for the receipt of outbound cargo from shippers for vessel loading.	
<b>SECTION 2.2 – DOCKAGE</b>	
<b>ITEM 220</b>	<b>220</b>
<b>DOCKAGE – GENERAL INFORMATION</b>  <b>(A) DEFINITION</b> The charge assessed against a vessel for berthing at a wharf, piling structure, pier, bulkhead structure, or bank, or for mooring to a vessel so berthed.  <b>(B) DOCKAGE – HOW CALCULATED</b> The period of time upon which dockage will be assessed shall commence when the vessel is made fast to a wharf, or when a vessel is made fast to a vessel so berthed, or when a vessel comes within or moors within a slip; and shall continue until such vessel is completely free from and has vacated such berth or slip.  In calculating dockage, billing is based on twelve (12) hour periods. For billing purposes, partial periods will be rounded up to the next full period.	

**(C) BASIS FOR COMPUTING CHARGES**

Dockage charges will be assessed on the length-over-all of the vessel published in "Lloyds Register". The Port reserves the right to: (a) Obtain the length-over-all from the vessel's register, or (b) measure the vessel.

**(D) VESSELS DOCKED TO REPAIR, SHORE, OUTFIT OR OTHER**

Full dockage will be charged if and when a vessel is permitted to make repairs or alterations, shore for special freight, outfit, and store or fumigate while docked at wharf unless otherwise negotiated with Port Director/Harbormaster.

**(E) VESSELS REQUIRED TO VACATE BERTH**

The Port reserves the right to order a vessel to shift its position at a wharf, to change berths or to vacate berth when not actually engaged in loading or discharging freight or when occupying a berth beyond the time scheduled by the Port Director/Harbormaster. Any vessel upon notice to move, which refuses or fails to move, may be shifted or moved by tug or otherwise, by wharf agent, and any expenses, damage to vessels or wharf during such removal will be charged to vessel so moved.

**(F) CHARGES ON VESSEL SHIFTING**

When a vessel is shifted directly from one wharf (berth) to another wharf (berth) operated by the Port of Dutch Harbor the total time at such berths will be considered together in computing the dockage charge.

**(G) DOCK ASSIGNMENTS**

The Port Director/Harbormaster has sole authority to determine how a vessel must use the Unalaska Marine Center (e.g., the exact location for berthing), to reserve the vessel arrival and departure time, and to maintain a written schedule of such reservations prepared from the Vessel Docking Request forms.

**(H) RESOURCE ALLOCATION RULES**

Vessels not taking or discharging cargo may be required to leave to accommodate vessels intending to take or discharge cargo.

In cases of emergency, the Port Director/Harbormaster shall have full authority to reset berthing and terminal use priorities.

**(I) GOVERNMENT SHIPS**

The Port may offer US Government non-military and/or US Government contracted vessels the opportunity for up to 1 free 24-hour period of docking per year. All such ships must vacate the dock upon the request of the Harbor Master or Port Director. All other fees will apply to vessels receiving this 24-hour dockage exemption. Government agencies that have use agreements on file with the City of Unalaska will pay for dockage and other services per tariff or as otherwise outlined in individual agreements.

**(J) OTHER**

The Port Director is permitted to charge rates applicable to other City Dock facilities if such activity is temporary, short in duration, and for the convenience of harbor operations. Upon advanced written approval by the City Manager and notification to the Finance Director, the Port Director may also create special rates for activities not covered by the tariff or in the interest of promoting services to new customers. Promotional rates shall not last more than one month.

**ITEM 225** **225**

**DOCKAGE – FEES AND CHARGES**

**DOCKAGE RATES/ CARGO TRANSFER**

Dockage rates/cargo transfer, expressed in dollars per 12 hour period, will be assessed as follows:

Length Over All in Feet		Charge
Over	But Not Over	Dollars per 12-hour period
0	100	<del>\$209.38</del> <del>\$195.68</del>
101	125	<del>\$262.41</del> <del>\$245.24</del>
126	150	<del>\$314.06</del> <del>\$293.54</del>
151	175	<del>\$415.94</del> <del>\$388.73</del>
176	200	<del>\$474.56</del> <del>\$443.51</del>
201	225	<del>\$534.59</del> <del>\$499.62</del>
226	250	<del>\$593.22</del> <del>\$554.44</del>
251	275	<del>\$653.22</del> <del>\$640.49</del>
276	300	<del>\$711.87</del> <del>\$665.30</del>
301	325	<del>\$771.88</del> <del>\$721.38</del>
326	350	<del>\$837.48</del> <del>\$782.69</del>
351	375	<del>\$995.21</del> <del>\$930.10</del>
376	400	<del>\$1,060.81</del> <del>\$991.41</del>
401	425	<del>\$1,127.81</del> <del>\$1,054.03</del>
426	450	<del>\$1,193.40</del> <del>\$1,115.33</del>
451	475	<del>\$1,256.22</del> <del>\$1,174.04</del>
476	500	<del>\$1,326.01</del> <del>\$1,239.26</del>
501	525	<del>\$1,395.79</del> <del>\$1,304.48</del>
526	550	<del>\$1,465.59</del> <del>\$1,369.74</del>
551	575	<del>\$1,535.36</del> <del>\$1,434.92</del>
576	600	<del>\$1,605.18</del> <del>\$1,500.17</del>
601	625	<del>\$1,744.75</del> <del>\$1,630.61</del>
626	650	<del>\$2,093.71</del> <del>\$1,956.74</del>
651	675	<del>\$2,442.66</del> <del>\$2,282.86</del>
676	700	<del>\$2,791.61</del> <del>\$2,608.98</del>
701	725	<del>\$3,140.55</del> <del>\$2,935.09</del>
726	750	<del>\$3,489.52</del> <del>\$3,261.23</del>
751	775	<del>\$3,838.46</del> <del>\$3,587.35</del>
776	800	<del>\$4,187.41</del> <del>\$3,913.47</del>
801		<del>\$4,187.41 plus \$5.24 for each foot LOA in excess of 800 ft. \$3698.83 plus \$4.90 for each foot</del>

**Commented [PB1]:** This is an old rate. Terminal 10's rate is: \$3913.47



Cruise Ships will be charged per tariff.  
Lay-up fees for other vessels using the UMC Dock during period of overflow will be charged at the Spit/LCD rate.

**SECTION 2.3 – STORAGE**

**ITEM 230**

**230**

**STORAGE – GENERAL INFORMATION**

**(A) DEFINITION:**

Terminal storage, including closed or covered storage, open or ground storage, bonded storage and refrigerated storage after storage arrangements have been made, is the service of providing warehousing or other terminal facilities for the storing of inbound or outbound cargo or gear after the expiration of free time.

**(B) CONDITIONS GOVERNING ACCEPTANCE OF CARGO FOR MONTHLY STORAGE**

When space is available and arrangements are entered into prior to arrival of cargo at the terminal, storage may be permitted on in-transit cargo interchanged with or between water carriers at rates named below.

When request for storage is not made prior to arrival of cargo at the terminal, and additional handling is required to move and/or re-pile cargo for storage, all labor and equipment in connection therewith will be assessed per Sections 2.5 and 2.7.

Storage charges are payable in advance and will be computed on the following basis:

- 1) Cargo received for storage will be billed on a daily/monthly rate.

Except as otherwise provided, no free time is allowed under the provisions of this section.

**(C) CONDITIONS GOVERNING ACCEPTANCE OF CARGO FOR Daily STORAGE**

When space is available and arrangements are entered into prior to arrival of cargo at the terminal, storage may be permitted on in-transit cargo interchanged with or between water carriers at rates named below.

**ITEM 235**

**235**

**STORAGE – FEES AND CHARGES**

**(A) MINIMUM CHARGES (SEE ITEM 270)**

**(B) STORAGE RATES – OPEN AREAS**

Rates herein named apply to storage in open areas. Owner assumes the risk for loss or damage to cargo.

<u>Commodity</u>	<u>Monthly Charge</u>	<u>Daily Charge</u>
All Freight N.O.S.	\$0.474 per sq ft	\$0.065 per sq ft per day

<b>(C) WAREHOUSE</b>	Entire Warehouse Full Day <del>\$529.47</del> <u>566.53</u> ½ Day <del>\$287.76</del> <u>307.90</u>	
	½ Warehouse Full Day <del>\$264.74</del> <u>283.27</u> ½ Day <del>\$143.88</del> <u>153.95</u>	
	¼ Warehouse Full Day <del>\$132.36</del> <u>141.63</u> ½ Day <del>\$71.93</del> <u>76.97</u>	
<b>(D) LOADING DOCK</b>	<del>\$313.58</del> <u>335.53</u> per day / whole dock <del>\$83.86</del> <u>78.37</u> per day / bay	
<b>(E) MOBILE LOADING RAMPS:</b>	See Section I of Schedule of Fees and Services	

<b>ITEM 240</b>	<b>240</b>
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**WHARFAGE – GENERAL INFORMATION**

**(A) DEFINITION**  
A charge assessed against the cargo on all cargo passing or conveyed over, onto or under wharves or between vessels when berthed at a wharf. Wharfage is solely the charge for the use of the wharf and does not include charges for any other service.

**(B) APPLICATION**  
Wharfage rates named in this tariff will be charged for all cargo received over the Unalaska Marine Center docks and will be in addition to all other charges made under provisions of this tariff, **Except the following:**

No wharfage shall be charged to ship's gear, such as strongbacks, lines, hatch covers, walking boards, etc., placed on the wharf during unloading operations. Fuel handled over wharf will not be considered as ship's stores and will be subject to wharfage (see sections below on fuel and petroleum products).

**(C) SHIP'S STORES**  
Ship's stores dunnage used for vessel's cargo, and repair materials and supplies, when intended for vessel's own use, consumption, or repairs, will all be exempt from assessment of wharfage. Fuel handled over wharf and ballast will not be considered as ship's stores and will be subject to wharfage and other charges that may be incurred.

**(D) OVERSIDE**  
Unless otherwise specified in individual commodity items or unless other arrangements are made with the Port Director/Harbormaster, all freight loaded or discharged overside a vessel directly to or from another vessel (rafted), barge, lighter, draft, or to or from the water while vessel is berthed at wharf or moored in wharf slip, will be assessed regular wharfage rates.

<b>ITEM 245</b>	<b>245</b>
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**WHARFAGE – FEES AND CHARGES**

**(A) MINIMUM CHARGES: (SEE ITEM 270)**

**(B) SCHEDULE OF CHARGES**

Unless otherwise specified, charges are in dollars per short ton.

<u>Commodity</u>	<u>Charge</u>
Bulk Commodities, dry, N.O.S..... (unloaded by owner's equipment)	<del>\$5.75537</del>
Seafood .....	<del>\$5.375.75</del>
Vessel Gear & Equipment.....	<del>\$5.755.37</del> Crab Pots/Cod Pots
Other Pots: See Section I of Schedule of Fees and Services	
Petroleum or Petroleum Products – flowage fee <sup>1</sup> : <del>\$5.755.37</del> or \$.01 <del>89</del> per U.S. gallon, or negotiated contract rate.	
Bulk Petroleum Products – inbound: Subject to contract and negotiations	
<i><sup>1</sup>flowage fee charge to distributor is applicable unless preferential use agreement is in place or other contract has been negotiated.</i>	

**ITEM 246** **246**

**WHARF DEMURRAGE**

**(A) DEFINITION**

A charge assessed against cargo/equipment remaining in or on terminal facilities after the expiration of free time unless arrangements have been made for storage. After expiration of free time demurrage will be assessed.

**(B) MINIMUM CHARGES: (SEE ITEM 270)**

**(C) RATES**

Except as otherwise provided below, Wharf Demurrage will be assessed at the following rates. Owner assumes the risk for loss or damage to cargo/equipment.

Per 24 hour day or part thereof, per square foot

<u>First 12 hours</u>	<u>After 12 hours</u>
\$0.00	\$0.6 <del>40</del>

**SECTION 2.5 – HANDLING**

**ITEM 250** **250**

**HANDLING – GENERAL INFORMATION**

**(A) DEFINITION**

Handling, when performed at the terminal, is the service of moving cargo or fishing gear from the end of ship's tackle on the wharf to the first place of rest on the wharf, or from

the first place of rest on the wharf to within reach of ship's tackle on the wharf. It includes ordinary sorting, breaking down, and stacking on the wharf. Charges will be made at the man-hour and equipment rental rates. Charges for handling are assessed against vessels, their owners, operators, or the party ordering the service.

**(B) LINE HANDLING**

The Port Director/Harbormaster will not make any arrangements for handling of lines, cargo or gear. No preference will be given to any labor force working the terminal. All labor must be contracted through shipping agents, stevedoring agencies or vessel agent, owner/operator.

All vessels must have line handlers appropriate for vessel size and current conditions.

**(C) RIGHT TO HANDLE FREIGHT RESERVED**

The Port of Dutch Harbor reserves the right in all instances for vessel owners and operators to select qualified labor to perform the services of handling cargo. The labor selection is at their discretion and shall be in accordance with the requirements of this tariff.

<b>ITEM 255</b>	<b>255</b>
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**HANDLING – FEES AND CHARGES**

**(A) MINIMUM CHARGE: (SEE ITEM 270)**

**(B) SCHEDULE OF CHARGES**

<u>Commodity or Activity</u>	<u>Charge</u>
Vessel Gear & Equipment	cost plus 18%
Putrid or Rotten Fish Products	cost plus 18%
Heavy Metal Discard or Similar <sup>1</sup>	cost plus 18%
Handling Flammable Material	cost plus 18%
Cleaning and Other	cost plus 18%

(1) Disposal of Items not normally accepted by the landfill

**SECTION 2.6 – LABOR**

<b>ITEM 260</b>	<b>260</b>
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**LABOR RATES**

Labor described in this section refers to Port employees hired for specific tasks. It does not refer to third party employees.

<b>ITEM 265</b>	<b>265</b>
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**SPECIFIC LABOR COST SERVICES**

Unless otherwise provided for individual items, man-hour rates will be charged on services not arranged through a third party, including but not limited to the following:

- 1) Services for inspection and cleaning, etc. – See, for example, Section 2.5 - Handling.

Materials and supplies furnished by the Port of Dutch Harbor in connection with services shall be billed at actual cost plus 18% for administration costs.

When equipment is used in performance of services, the charge will not be less than the tariff rate as shown ITEM 276.

**ITEM 267** **267**

**SCHEDULE OF MAN-HOUR RATES**

Unless otherwise stated herein, the basic rate for Port labor per man-hour is provided in Section I of the Schedule of Fees and services.

**ITEM 268** **268**

**Security (TWIC)**

Security that is required, but not provided by the owner, shipper, agent, or USCG regulations, will be provided by the Port and will be assessed at the following rates per hour for labor:

Straight Time	See Section I of Schedule of Fees and Services
Over Time	See Section I of Schedule of Fees and Services
Double Time	See Section I of Schedule of Fees and Services
Security set-up/tear down	See Section I of Schedule of Fees and Services
Security Administration	See Section I of Schedule of Fees and Services

**ITEM 270** **270**

**MINIMUM CHARGES**

Unless otherwise specified under individual items in this tariff or supplements thereof, the following minimum charges shall apply:

Handling	\$ Labor + 18%
Service and Facilities	\$ Labor + 18%
Storage – Open Areas	\$ <del>60.8865.14</del>
Wharfage	\$ <del>241.65258.57</del>
Wharf Demurrage	\$ <del>421.78130.30</del>

Minimum charge based on 1 hour labor plus 18%.

**ITEM 271** **271**

**ELECTRIC SERVICE FOR VESSELS**

Electric service for vessels must be arranged through the Harbor Office at least two hours in advance of required service.

Vessels using City-supplied electrical shore power at the UMC Dock will be charged the following:

Hook-up Fee:	See Section VI of Schedule of Fees and Services	
Energy Charge, per kWh:	See Section I of Schedule of Fees and Services	
Demand Charge, per kWh:	See Section I of Schedule of Fees and Services	
<b>ITEM 272</b>		<b>272</b>
<b>FRESH WATER FOR VESSELS</b>		
Water must be arranged through the Harbor Office.		
Fresh water will be furnished vessels as follows:		
<b>VOLUME</b>	<b>RATE</b>	
First 1,000 gallons (includes hook-up)	See Section I of Schedule of Fees and Services	
Each additional 1,000 gallons or fraction thereof	See Section I of Schedule of Fees and Services	
<b>ITEM 273</b>		<b>273</b>
<b>WASTEWATER SERVICES FEES FOR VESSELS</b>		
Wastewater service for vessels must be made through the Harbor Office. The fees for discharge of vessel wastewater through the UMC sewer line are:		
Hook-up Fee:	<del>\$60.88</del> 65.14	
Rate per 24 hours or portion thereof:		
LOA 0'-300'	<del>\$136.80</del> 146.38	
LOA 301'-600'	<del>\$273.60</del> 292.75	
LOA over 600'	<del>\$218.70</del> 306.25327.69	
<b>ITEM 274</b>		<b>274</b>
<b>FUEL FLOWAGE FEE</b>		
Unless otherwise specified in a preferential use agreement or other contract, charges will be assessed on fuel as described in ITEM 245 (Wharfage).		
<b>ITEM 276</b>		<b>276</b>
<b>EQUIPMENT RENTAL</b>		
<b>(A) RATES</b>		
Equipment rental can be arranged. A list of available items and current rates is maintained by the Port Director/Harbormaster.		

**Commented [PB2]:** This old rate was removed for Tariff 10, which has a rate of \$306.25.

**(B) LESSEE'S AND RENTER'S RESPONSIBILITY**

When equipment is rented or leased to others, it is expressly understood that the equipment will be operated under the direction and control of the renter or lessee, and the renter or lessee shall be responsible for the operation thereof and assumes all risk for injuries or damages which may arise or grow out of the use of operation of said equipment. It is hereby understood and agreed that in the event the renter or lessee uses the operator of said equipment employed by the Port of Dutch Harbor, such operator shall be under the direction of the Port of Dutch Harbor and such operator shall be responsible for his/her own actions during the time of the rental or lease. It is incumbent upon the renter or lessee to make a thorough inspection and satisfy himself as to the physical condition and capacity of equipment, as well as the competency of the operator. There is no representation or warranties by the Port of Dutch Harbor with reference to such matters.

**ITEM 278**

**278**

**REFUSE REMOVAL AND SOLID WASTE DISPOSAL CHARGES**

Charges will be assessed when a ship places refuse in a Port supplied 40 Yard dumpster and will be billed in increments of 1/4, 1/2, 3/4 or full:

See Section I of Schedule of Fees and Services

**Note:** No wood, pallets, metal, heavy plastics, crab line, poly totes, fish waste, chemical or food additives, or hazardous materials are allowed in dumpsters. If vessels require metal, pallets, plastic, fish waste, or food additives to be hauled to the landfill by the Port Department, the following charges shall apply:

Pallets or wood, per flatbed truck load and Services See Section I of Schedule of Fees and Services

Other waste or scrap, per flatbed truck load and Services See Section I of Schedule of Fees and Services

Additional Administrative Fee 18%

Placing prohibited material in a drop box and/or failure to sort refuse as required by landfill will result in a penalty. The penalty will be equal to any fees incurred by the Port plus a 30% administration charge, or equal to any time and material plus 30%, whichever is greater.

ITEM 280 VESSEL OILY WASTE OR GARBAGE DISPOSAL	280

Proposed



**CONDITIONS COVERING**

Vessels that find it necessary to discharge oil waste or garbage at the Port of Dutch Harbor shall contact the Port Director/Harbormaster's office for the name of oily waste or garbage haulers who will be permitted by the Port to provide equipment and operate at the Port facility to receive, haul and dispose of oily waste or garbage. The vessel shall arrange directly with the oily waste or garbage hauler for such services and equipment. Payment of charges for the services and equipment provided by the oily waste or garbage hauler will be made directly to the oil waste or garbage hauler by the vessel, its agent, charterer, or any other party responsible for such payment of charges by the vessel.

The oily waste or garbage hauler is not an agent or employee of the Port of Dutch Harbor, nor shall the Port of Dutch Harbor be liable for any act, omission or negligence of any such oily waste or garbage hauler. Charges for related services may be assessed to vessels by the Port of Dutch Harbor. The discharge by a vessel of oily waste or garbage at the Port of Dutch Harbor shall be allowed only in accordance with the terms of this tariff item and applicable Federal, State and Local regulations.

Proposed

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## MEMORANDUM TO COUNCIL

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To: Mayor and City Council Members  
From: Patrick Bliss, Deputy Port Director  
Through: William Homka, City Manager  
Peggy McLaughlin, Port Director  
Date: May 23, 2023  
Re: Ordinance 2023-06: Amending the Port of Dutch Harbor Unalaska Marine Center Terminal Tariff

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**SUMMARY:** Ordinance 2023-06 adjusts the Unalaska Marine Center Terminal Tariff rates using the Consumer Price Index (CPI) as a guide. The Fee Schedule has increased by 7% in most areas. Amending Terminal Tariff 11 also adjusts the dockage rates for UMC to capture the 7% increase based on CPI and inflation. Staff recommends adoption.

**PREVIOUS COUNCIL ACTION:** Council adopted Terminal Tariff 6 in 2011; Terminal Tariff 7 in 2017; Terminal Tariff 8 in 2019; Terminal Tariff 9 and Terminal Tariff 10 in 2022. Each year Council reviews and approves the Fee Schedule.

**BACKGROUND:** The Terminal Tariff regulates the rates charged at UMC for services provided. Terminal Tariff 10 took effect on July 1, 2022. The proposed amendment to the existing tariff adjusts for increases. Anytime the Terminal Tariff is changed or adjusted, it requires Council approval through a non-code ordinance.

**DISCUSSION:** In 2017, the Fee Schedule was written with rates that applied to all facilities. The UMC Tariff was revised to address fee changes by referencing the appropriate section of the Fee Schedule. Each time rates are adjusted in the Fee Schedule that affect the Terminal Tariff, a non-code ordinance amending and adopting those new rates is required. This Ordinance accounts for the adjustments and aligns Terminal Tariff 11 with the Fee Schedule.

The 7% comes from the increased CPI and inflation. This is applied to most fees in the Fee Schedule and Tariff 11.

**ALTERNATIVES:** Council could approve Ordinance 2023-06 as proposed; amend it; or vote it down.

**FINANCIAL IMPLICATIONS:** This ordinance makes the UMC rates consistent with other facilities and the Fee Schedule.

**LEGAL:** N/A

**STAFF RECOMMENDATION:** Staff recommends adoption.

**PROPOSED MOTION:** First reading: I move to introduce Ordinance 2023-06 and schedule it for public hearing and second reading on June 13, 2023. Second reading: I move to adopt Ordinance 2023-06.

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

CITY OF UNALASKA  
UNALASKA, ALASKA

RESOLUTION 2023-28

A RESOLUTION OF THE UNALASKA CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXTEND THE TERM OF THE PROFESSIONAL SERVICES AGREEMENT WITH ROBERTSON, MONAGLE & EASTAUGH LLC FOR AN ADDITIONAL TERM

WHEREAS, the Unalaska City Council has determined it is beneficial to the City of Unalaska to retain a lobbyist in Washington, D.C.; and

WHEREAS, the existing Professional Services Agreement with Robertson, Monagle & Eastaugh LLC, expires on June 30, 2023; and

WHEREAS, the City of Unalaska wishes to retain Sebastian O'Kelly of Robertson, Monagle & Eastaugh LLC to perform the duties of lobbyist as directed by the City of Unalaska.

NOW THEREFORE BE IT RESOLVED that the Unalaska City Council authorizes the City Manager to extend the Professional Services Agreement with Sebastian O'Kelly of Robertson, Monagle & Eastaugh LLC for an additional term, effective July 1, 2023, through June 30, 2024, for a fee of \$76,000 plus reasonable expenses.

PASSED AND ADOPTED by a duly constituted quorum of the Unalaska City Council on June 13, 2023.

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Vincent M. Tutiakoff Sr.  
Mayor

ATTEST:

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Marjie Veeder, CMC  
City Clerk

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## MEMORANDUM TO COUNCIL

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To: Mayor and City Council Members  
 From: Michelle Price, Administrative Coordinator  
 Through: Erin Reinders, City Manager  
 Date: June 13, 2023  
 Re: Resolution 2023-28: Authorizing the City Manager to extend the term of the Professional Services Agreement with Sebastian O’Kelly of Robertson, Monagle & Eastaugh LLC for an additional term

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**SUMMARY:** The City Council’s agreement with Brad Gilman of Robertson, Monagle & Eastaugh for federal lobbying services expires on June 30, 2023. Sebastian O’Kelly, with the same firm, replaced Mr. Gilman, who is now a consultant with the firm. Mr. O’Kelly submitted a letter of interest to renew the contract (copy attached). The firm is now incorporated as an LLC with the same name and Mr. O’Kelly is a partner and co-owner. Resolution 2023-28 authorizes the City Manager to extend the Professional Services Agreement with Robertson, Monagle & Eastaugh LLC for an additional term. Staff recommends approval.

**PREVIOUS COUNCIL ACTION:** Council adopted Resolution 2022-29 on June 28, 2022, authorizing the renewal of Brad Gilman’s contract for FY23 in the amount of \$76,000 plus reasonable expenses. Council budgeted \$76,000 for federal lobbyist fees for FY24 (budget line 0102-0152-53300).

**BACKGROUND:** Mr. O’Kelly has been a consultant to the firm for 21 years and worked on the Unalaska account during his entire tenure with Robertson, Monagle & Eastaugh.

The table below provides a history of compensation rates from FY96 through FY23.

YEAR	FEES	EXPENSES	TOTAL
FY96	\$ 40,500.00	\$ 556.00	\$ 41,056.00
FY97	\$ 54,000.00	\$ 521.61	\$ 54,521.61
FY98	\$ 54,000.00	\$ 769.77	\$ 54,769.77
FY99	\$ 54,000.00	\$ 2,479.75	\$ 56,479.75
FY00	\$ 60,000.00	\$ 190.77	\$ 60,190.77
FY01	\$ 60,000.00	\$ -	\$ 60,000.00
FY02	\$ 72,000.00	\$ -	\$ 72,000.00
FY03	\$ 72,000.00	\$ -	\$ 72,000.00
FY04	\$ 74,000.00	\$ -	\$ 74,000.00
FY05	\$ 76,000.00	\$ -	\$ 76,000.00
FY06	\$ 76,000.00	\$ -	\$ 76,000.00
FY07	\$ 76,000.00	\$ -	\$ 76,000.00
FY08	\$ 76,000.00	\$ -	\$ 76,000.00
FY09	\$ 76,000.00	\$ -	\$ 76,000.00

<b>YEAR</b>	<b>FEES</b>	<b>EXPENSES</b>	<b>TOTAL</b>
FY10	\$ 76,000.00	\$ -	\$ 76,000.00
FY11	\$ 76,000.00	\$ -	\$ 76,000.00
FY12	\$ 76,000.00	\$ -	\$ 76,000.00
FY13	\$ 76,000.00	\$ -	\$ 76,000.00
FY14	\$ 76,000.00	\$ -	\$ 76,000.00
FY15	\$ 76,000.00	\$ -	\$ 76,000.00
FY16	\$ 76,000.00	\$ -	\$ 76,000.00
FY17	\$ 76,000.00	\$ 2,112.90	\$ 78,112.90
FY18	\$ 76,000.00	\$ -	\$ 76,000.00
FY19	\$ 76,000.00	\$ -	\$ 76,000.00
FY20	\$ 76,000.00	\$ -	\$ 76,000.00
FY21	\$ 76,000.00	\$ -	\$ 76,000.00
FY22	\$ 76,000.00	\$ -	\$ 76,000.00
FY23	\$ 76,000.00	\$ -	\$ 76,000.00
<b>TOTAL</b>	<b>\$ 1,984,500</b>	<b>\$ 6,630.80</b>	<b>\$ 1,991,130.80</b>

**DISCUSSION:** Mr. O’Kelly’s letter states that he is interested in continuing the services for the next fiscal year. He has not requested an increase in the retainer. The contract was last increased in FY05 from \$74,000 to \$76,000 based on the CPI-Anchorage, plus reasonable expenses.

**ALTERNATIVES:** Council could renew the lobbying contract at the current level, recommend an increase to the base compensation rate or a cost of living increase, or not enter into a lobbying agreement.

**FINANCIAL IMPLICATIONS:** This expense is included in the FY24 budget for \$76,000, plus reimbursement for reasonable expenses.

**LEGAL:** None needed.

**STAFF RECOMMENDATION:** If Council agrees to authorize the City Manager to sign a renewal contract with Sebastian O’Kelly of Robertson, Monagle & Eastaugh LLC, Council should approve and adopt Resolution 2023-28

**PROPOSED MOTION:** This item is included on the Consent Agenda and will be included in the motion to adopt the Consent Agenda. If the item is moved to the Regular Agenda for discussion, the suggested motion is to move to adopt Resolution 2023-28.

**CITY MANAGER COMMENTS:** I recommend Council approve this resolution.

**ATTACHMENTS:**

- Letter of interest from Sebastian O’Kelly dated May 9, 2023
- Proposed Modification of Professional Services Agreement

Robertson, Monagle, & Eastaugh LLC

May 9, 2023

Bil Homka, City Manager  
City of Unalaska  
Box 610  
Unalaska, AK 99685

Dear Bil:

By this letter, we would like to offer the services of Robertson, Monagle & Eastaugh LLC to the City of Unalaska for the coming fiscal year to continue to represent the City in Washington, D.C. on Federal issues. Please feel free to contact us with any questions or comments.

Sincerely,

A handwritten signature in black ink, appearing to read "Sebastian O'Kelly", written over a horizontal line.

Sebastian O'Kelly  
Partner  
Robertson, Monagle & Eastaugh LLC  
9312 Elmhurst Drive  
Bethesda, MD 20814

Cc: Rick Marks  
Brad Gilman



CITY OF UNALASKA  
UNALASKA, ALASKA

RESOLUTION 2023-29

A RESOLUTION OF THE UNALASKA CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXTEND THE TERM OF THE PROFESSIONAL SERVICES AGREEMENT WITH DIANNE BLUMER OF NAVIGATE AK, dba BLUMER & ASSOCIATES, FOR AN ADDITIONAL TERM

WHEREAS, the Unalaska City Council has determined it is beneficial to the City of Unalaska to retain a lobbyist; and

WHEREAS, the existing Professional Services Agreement with Dianne Blumer of Blumer & Associates will expire on June 30, 2023; and

WHEREAS, the City of Unalaska wishes to retain Dianne Blumer to perform the duties of Lobbyist as directed by the City of Unalaska.

NOW THEREFORE BE IT RESOLVED that the Unalaska City Council authorizes the City Manager to extend the Professional Services Agreement with Dianne Blumer, Blumer & Associates for an additional term, effective July 1, 2023, through June 30, 2024, for a fee of \$71,000 plus reasonable expenses.

PASSED AND ADOPTED by a duly constituted quorum of the Unalaska City Council on June 13, 2023.

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Vincent M. Tutiakoff Sr.  
Mayor

ATTEST:

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Marjie Veeder, CMC  
City Clerk



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## MEMORANDUM TO COUNCIL

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To: Mayor and City Council Members  
From: Michelle Price, Administrative Coordinator  
Through: William Homka, City Manager  
Date: June 13, 2023  
Re: Resolution 2023-29: Authorizing the City Manager to extend the term of the Professional Services Agreement with Dianne Blumer of Navigate AK, dba Blumer & Associates, for an additional term

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**SUMMARY:** State lobbyist Dianne Blumer’s contract with the City expires on June 30, 2023. Ms. Blumer submitted a letter of interest to the City Manager, expressing her interest to renew her contract (copy attached). Resolution 2023-29 authorizes the City Manager to extend the term of the Professional Services Agreement for an additional term. Staff recommends approval.

**PREVIOUS COUNCIL ACTION:** Council adopted Resolution 2022-28 on June 28, 2022, authorizing the City Manager to enter into a Professional Services agreement contract for FY23 in the amount of \$71,000 plus reasonable expenses. Council budgeted \$71,000 for state lobbyist fees for FY24.

**BACKGROUND:** Dianne Blumer has been the City Council’s lobbyist for state affairs since FY19. Her firm’s name has changed to Navigate AK, doing business as Blumer & Associates.

The table below provides a history of compensation rates for Dianne Blumer from FY19 to present:

YEAR	FEES	EXPENSES	TOTAL
FY19	\$ 71,000.00	\$250.00	\$ 71,250.00
FY20	\$ 71,000.00	\$1,602.08	\$ 72,602.08
FY21	\$ 71,000.00	\$250.00	\$ 71,250.00
FY22	\$ 71,000.00	\$1,206.00	\$ 72,206.00
FY23	\$ 71,000.00	\$250.00	\$ 71,250.00
TOTAL	\$ 355,000.00	\$3,558.08	\$ 358,558.08

**DISCUSSION:** Ms. Blumer’s letter states that she is interested in continuing her services for the next fiscal year. She has not requested an increase in her retainer.

**ALTERNATIVES:** Council could renew the lobbying contract at the current level, recommend an increase to the base compensation rate or a cost of living increase, or not enter into a lobbying agreement.

**FINANCIAL IMPLICATIONS:** This expense is included in the FY24 budget for \$71,000, plus reimbursement for reasonable expenses.

**LEGAL:** None needed.

**STAFF RECOMMENDATION:** If Council agrees to authorize the City Manager to sign a renewal contract with Dianne Blumer of Blumer & Associates, Council should approve and adopt Resolution 2023-29.

**PROPOSED MOTION:** This item is included on the Consent Agenda and will be included in the motion to adopt the Consent Agenda. If the item is moved to the Regular Agenda for discussion, the suggested motion is to move to adopt Resolution 2023-28.

**CITY MANAGER COMMENTS:** I recommend Council approve this resolution.

**ATTACHMENTS:**

- Letter of interest from Dianne Blumer dated May 2, 2023
- Proposed Modification of Professional Services Agreement



6058 Azalea Dr. Anchorage, AK 99516  
907-575-2279 [dianne@navigate-ak.com](mailto:dianne@navigate-ak.com)

May 2, 2023

Mayor Vince Tutiakoff  
City of Unalaska  
P O Box 610  
Unalaska, Alaska 99865

Subject: Letter of Interest for FY 2024 Lobbying Services

Dear Mayor Tutiakoff:

Navigate AK (dba Blumer & Associates) is pleased to offer this Letter of Interest for the continuation of an FY2024 lobbying contract representing the City of Unalaska. It has been my distinct privilege to work with you, the City Manager(s), City Council, and staff over the last year.

I would be honored to continue working on the list of priorities important to the city and to advocate adamantly next year to bring those key projects to the forefront for funding. I believe the City of Unalaska has many exciting economic opportunities on the horizon. This session we have had several meetings regarding the city's priorities, including a very positive one with the Department of Transportation regarding the first phase of Captains Bay Road.

As the Principal of Navigate AK I personally offer over seventeen years of combined experience with the Alaska State Legislature and twenty-six years with the Executive Branch. I maintain a solid relationship with the Governor and his Cabinet, as well as a bi-partisan relationship with the House and Senate members, including leadership on both sides of the aisle. I am well versed in the history, legislative goals, priorities, and roles of local government.

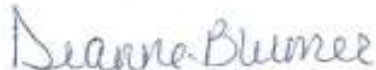
Navigate AK possess the bipartisan professional relationships to ensure that your priorities and concerns are well represented and advocated for. I am fluent in local government priorities, programs and resolutions on key issues. I have had the pleasure of serving the City of Unalaska over the last six years and am familiar with many of the local issues and key objectives.

In addition to advocating on various cities independent capital requests, I have supported statewide local government matters in the legislature including, but not limited to; the PERS/TRS employer contribution rate, community assistance / revenue sharing, shared fish tax, school bond debt reimbursement, supported maximum local control including multiple pieces of legislation, multiple budget appropriations, and pushback against cost shifting.

My work history includes independent lobbying, Chief of Staff and Senior Policy Advisor in the legislature, executive level management positions in the Administration, including a Cabinet- level appointment by the Governor as the Commissioner of the Department of Labor and Workforce Development.

I offer integrity, professionalism, familiarity with process, and the bipartisan relationships required to successfully represent the City of Unalaska

Sincerely,

A handwritten signature in blue ink that reads "Dianne Blumer". The signature is written in a cursive style with a large initial "D".

Dianne Blumer  
President  
Navigate AK

**MODIFICATION OF  
PROFESSIONAL SERVICES AGREEMENT**

This modification is made to that certain agreement dated June 14, 2022, between the City of Unalaska (hereinafter designated as "City") and Blumer & Associates, hereinafter designated as "Consultant". The Professional Services Agreement is modified as follows:

1. The Agreement is extended for an additional term effective July 1, 2023, through June 30, 2024.
2. The total payment under this Agreement shall not exceed \$71,000, plus reasonable expenses.
3. Payment for services to Consultant shall be as follows:

DATE	AMOUNT
July 1, 2023	\$1775.00
August 1, 2023	\$1775.00
September 1, 2023	\$1775.00
October 1, 2023	\$1775.00
November 1, 2023	\$1775.00
December 1, 2023	\$1775.00
January 1, 2023	\$14,200.00
February 1, 2023	\$14,200.00
March 1, 2023	\$14,200.00
April 1, 2023	\$14,200.00
May 1, 2023	\$1775.00
June 1, 2023	\$1775.00
<b>TOTAL</b>	<b>\$71,000</b>

**CITY OF UNALASKA**

**BLUMER & ASSOCIATES**

\_\_\_\_\_  
William Homka, City Manager

\_\_\_\_\_  
Dianne Blumer

STATE OF ALASKA     )  
                                  ) ss.  
Third Judicial District     )

STATE OF ALASKA     )  
                                  ) ss.  
\_\_\_\_\_ Judicial District     )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of June 2023 by WILLIAM HOMKA, City Manager for the City of Unalaska, a First Class Alaska Municipal Corporation, on behalf of the City of Unalaska.

The foregoing instrument was acknowledged before me this \_\_\_\_ day of June 2023, by DIANNE BLUMER on behalf of BLUMER & ASSOCIATES.

\_\_\_\_\_  
Notary Public, State of Alaska  
Commission expires \_\_\_\_\_

\_\_\_\_\_  
Notary Public, State of Alaska  
Commission expires \_\_\_\_\_

CITY OF UNALASKA  
UNALASKA, ALASKA

RESOLUTION 2023-30

A RESOLUTION OF THE UNALASKA CITY COUNCIL AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH KELTY AND ASSOCIATES FOR FISHERIES AND MARINE RELATED NATURAL RESOURCES CONSULTING SERVICES

WHEREAS, the Unalaska City Council has determined it is beneficial to the City of Unalaska to receive fisheries and marine related natural resources monitoring assistance; and

WHEREAS, the City of Unalaska wishes to retain the services of Frank Kelty of Kelty and Associates to perform consultant duties as directed by the City of Unalaska pursuant to the attached Professional Services Agreement.

NOW THEREFORE BE IT RESOLVED that the Unalaska City Council authorizes the City Manager to enter into a Professional Services Agreement with Kelty and Associates, effective July 1, 2023, through June 30, 2024, for a fee not to exceed \$51,000.

PASSED AND ADOPTED by a duly constituted quorum of the Unalaska City Council on June 13, 2023.

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Vincent M. Tutiakoff, Sr.  
Mayor

ATTEST:

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Marjie Veeder, CMC  
City Clerk

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## MEMORANDUM TO COUNCIL

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To: Mayor and City Council Members  
From: William Homka, City Manager  
Date: June 13, 2023  
Re: Resolution 2023-30: Authorizing the City Manager to enter into a Professional Services Agreement with Kelty and Associates for fisheries and marine related natural resources consulting services

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**SUMMARY:** Frank Kelty is willing and able to provide consulting services for fisheries and other marine related natural resource issues. Resolution 2023-30 authorizes the City Manager to enter into a one year Professional Services Agreement with Mr. Kelty for FY24. Staff recommends approval.

**PREVIOUS COUNCIL ACTION:** Council previously authorized and funded a full time permanent Natural Resource Analyst position, which provided many of the services included in the proposed agreement before you this evening. The city employee position has been vacant since Mr. Kelty retired as a city employee in September 2015 and the position has been unfunded for several years.

Mr. Kelty then supplied these services as an elected official. Subsequently, he provided these services on a contract basis beginning on February 1, 2020. In January 14, 2020, Council adopted Resolution 2020-04, authorizing the city manager to enter into an agreement commencing February 1, 2020 through January 31, 2021. The contract has been renewed, most recently with Resolution 2022-34 for the period July 1, 2022 through June 30, 2023.

**BACKGROUND:** The City of Unalaska's primary revenue sources are related to the fishing industry. We have long had a staff member or Council member dedicated to monitoring these issues and communicating the impacts to Unalaska. Given the current economic environment, Council make up, staff capacity, and an interested contractor, the City Manager is bringing forward this Professional Services Agreement with Frank Kelty for Council's consideration.

**DISCUSSION:** Frank Kelty previously performed the responsibilities outlined in the scope of services as an employee of the City of Unalaska, and then as an elected official. He has long-standing relationships with the necessary individuals, organizations and agencies that allow him to continue acting as the City's consultant for these services. The agreement before you this evening is for one year, covering FY24 (July 1, 2023 through June 30, 2024). The budgeted amount allocated for FY24 continues to be \$51,000 for the year (\$4,250 per month). The fee includes the work outlined in the scope of services as well as expenses, including necessary travel.

**ALTERNATIVES:** Council has two main alternatives beyond the recommended sole sourcing arrangement with Kelty and Associates.

One alternative is to issue an RFP for similar services, which may result in increased fees. Although not the same service, it is also worth noting that this fee is well under what the City of

Unalaska currently pays for lobbying services when considering this alternative. For comparison sake, the City of Unalaska currently pays \$76,000 annually for federal lobbying consulting services and \$71,000 annually for state lobbying consulting services.

A more costly alternative is to fund and fill a full-time position. The cost to the City would be approximately \$133,414 if we hired a full-time employee to provide these services. This amount is an estimate from 2020 and would likely increase in 2023. This accounts for salary and benefits, and does not account for office space and other related costs.

**FINANCIAL IMPLICATIONS:** The total fee is \$51,000. This includes all travel related expenses. This fee is budgeted in the City Manager's budget in FY24.

**LEGAL:** None needed.

**STAFF RECOMMENDATION:** Staff recommends approval.

**PROPOSED MOTION:** This is a consent agenda item and will be included in the motion to adopt the consent agenda. If the item is moved to the regular agenda for discussion, the suggested motion is to adopt Resolution 2023-30.

**CITY MANAGER COMMENTS:** I recommend Council adopt this resolution.

**ATTACHMENT:** Proposed Professional Services Agreement



## PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into by and between the City of Unalaska, P.O. Box 610, Unalaska, Alaska, 99685, a municipal corporation organized under the laws of the State of Alaska, hereafter "City" and Kelty and Associates, 43915 Via Granada, Palm Desert, California, 92211, hereinafter designated as "Consultant".

For and in consideration of the terms set out below, the parties agree as follows:

1. Consultant agrees to perform all work described in Appendix A, "Scope of Services".
2. Consultant further agrees that a full and accurate understanding exists regarding the work required in Appendix A, "Scope of Services" and that there shall be no changes made to the Scope of Services without prior written consent of the City.
3. Consultant shall furnish all the material, equipment, labor and other services to accomplish the Scope of Services. Further, Consultant is responsible for making and paying for all necessary travel arrangements in relation to performance of the Scope of Services.
4. Consultant agrees to comply with the terms for a cost not to exceed as stated in Appendix B "Payment".
5. City shall pay the Consultant according to the payment schedule as described in Appendix B.
6. The term of this agreement shall be for twelve months and commence July 1, 2023, and terminating on June 30, 2024. This contract may be terminated with thirty (30) days written notice by either party.
7. The City retains the right to negotiate differences that may arise in performance of the Scope of Services.
8. As applicable, the Consultant agrees to abide by existing State and Federal laws and to provide for strict compliance with the same as they related to the following:
  - a. Equal Employment Opportunity (EEO);
  - b. Workmen's Compensation Insurance; and
  - c. The Consultant agrees that compliance with the above is the responsibility of the Consultant and that the City Shall be held harmless for any resulting violation of these requirements.
9. General Liability: All legal action or claims including defense costs resulting from damages sustained by any person or property arising from the Consultant's performance of this contract which will result in joint liability of the City and Consultant shall be apportioned on a comparative fault basis. Any joint liability on the part of the City must be due to active

negligence on the part of the City.

10. This Agreement shall be binding upon the parties hereto and their respective heirs, executors, administrators, and successors.

11. This Agreement shall not be assigned.

**CITY OF UNALASKA**

\_\_\_\_\_  
William Homka  
City Manager

STATE OF ALASKA        )  
  ) ss.  
Third Judicial District    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 2023, by William Homka, City Manager for the City of Unalaska, a First Class Alaska Municipal Corporation, on behalf of the City of Unalaska.

\_\_\_\_\_  
Notary Public, State of Alaska  
My Commission expires: \_\_\_\_\_



## **APPENDIX A**

### **Scope of Services**

Consultant agrees to provide the following **fisheries and marine-related natural resource services**:

- 1) Monitor scientific and regulatory data as well as state and federal laws, policies, and regulations pertaining to fisheries and marine-related natural resource management.
- 2) Provide assistance and guidance on the protection, development and management of natural resources within or affecting the City; address questions regarding legal, permitting, technical, and analytical details of fisheries and related natural resource development programs and regulations.
- 3) Provide written updates (on a monthly basis, at minimum) on fisheries information to the City Manager, Directors, Mayor and Council. This includes, but is not limited to, harvests, bycatch and endangered species issues.
- 4) Provide budgetary fisheries revenue projections to the Finance Director and City Manager for the annual budget process.
- 5) Provide the written documentation for methodology regarding revenue projections to the Finance Director and City Manager.
- 6) Work with city staff, city council and consultants to develop written responses or talking points related to federal and state regulatory changes and natural resource issues.
- 7) Address state and federal officials on behalf of the community at public hearings and providing public testimony as needed.
- 8) Assist Unalaska Crab, Inc. in their responsibilities.
- 9) Attend selected City Council meetings and state or federal resource management meetings (in person or telephonically), traveling when necessary. This includes up to 6 trips in total annually, including participation in meetings of the following:
  - a) North Pacific Fisheries Management Council (NPFMC)
  - b) State of Alaska Board of Fisheries (BOF)
  - c) City Council and Unalaska Crab, Inc.
  - d) National Marine Fisheries Service

**APPENDIX B**  
**Payment**

Total payment under this Contract shall not exceed \$51,000, which includes expenses associated with travel, lodging, food, copying and similar type expenses necessary for the completion of this contract.

Payment for services shall be made to Consultant in monthly installments on the 10<sup>th</sup> day of each month in accordance with the following schedule:

<b>DATE</b>	<b>AMOUNT</b>
July 2023	\$4,250
August 2023	\$4,250
September 2023	\$4,250
October 2023	\$4,250
November 2023	\$4,250
December 2023	\$4,250
January 2024	\$4,250
February 2024	\$4,250
March 2024	\$4,250
April 2024	\$4,250
May 2024	\$4,250
June 2024	\$4,250
<b>TOTAL</b>	<b>\$51,000</b>

CITY OF UNALASKA  
UNALASKA, ALASKA

ORDINANCE 2023-07

CREATING BUDGET AMENDMENT #6 TO THE FISCAL YEAR 2023 BUDGET, INCREASING THE CITY MANAGER'S BUDGET BY \$80,000 TO COVER INTERIM CITY MANAGER EXPENSES; AND INCREASING THE AIRPORT BUDGET BY \$69,400 TO COVER OPERATING & PERSONNEL SHORTFALLS

BE IT ENACTED BY THE UNALASKA CITY COUNCIL:

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

A. That the following sums of money are hereby accepted and the following sums of money are hereby authorized for expenditure.

B. The following are the changes by account line item:

**Amendment #6 to Ordinance 2022-10**

	<u>Current</u>	<u>Requested</u>	<u>Revised</u>
<b>I. OPERATING BUDGETS</b>			
<b>A. General Fund</b>			
Sources:			
General Fund - Appropriated Fund Balance	\$ 8,144,624	\$ 80,000	\$ 8,224,624
Uses:			
City Administration	\$ 2,187,093	\$ 80,000	\$ 2,267,093
<b>B. Proprietary Funds</b>			
<b>Airport Fund</b>			
Sources:			
Airport Fund - Budgeted use of unrestricted net assets	\$ 338,801	\$ 69,400	\$ 408,201
Uses:			
Airport Fund - Airport Expenses	\$ 847,477	\$ 69,400	\$ 916,877

PASSED AND ADOPTED by a duly constituted quorum of the Unalaska City Council on June 27, 2023.

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

ATTEST:

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

**City of Unalaska**  
**Summary of Budget Amendment and Schedule of Proposed Accounts**  
**Budget Amendment 6 to the FY23 Budget**

- 1) General Fund - Operating Budget  
 Add \$80,000 to City Manager Temp Personnel for Interim City Manager expenses
  
- 2) Airport Fund - Operating Budget  
 Add \$10,000 to Salaries & Wages to cover personal leave cash out.  
 Add \$59,400 to operating accounts for budget shortfalls

	<u>Org</u>	<u>Object</u>	<u>Project</u>	<u>Current</u>	<u>Requested</u>	<u>Revised</u>
<b>1) <u>General Fund - Operating Budget</u></b>						
<b>Sources:</b>						
Appropriated Fund Balance	01010049	49900		\$ 8,144,624	\$ 80,000	\$ 8,224,624
<b>Uses:</b>						
City Manager - Temp Emp.	01020251	51200		\$ -	\$ 80,000	\$ 80,000
City Manager's Office -	01020252			\$ -	\$ -	\$ -
<b>2) <u>Airport Fund - Operating Budget</u></b>						
<b>Sources:</b>						
Budgeted Use of Unrestricted Net Assets	55017549	49910		\$ 338,801	\$ 69,400	\$ 408,201
<b>Uses:</b>						
Airport Facilities Maint - Other Prof.	55022952	53300		\$ -	\$ 8,400	\$ 8,400
Airport Facilities Maint - Repair & Maint	55022952	54300		\$ 15,600	\$ 10,000	\$ 25,600
Airport Facilities Maint - FM Supplies	55022952	56140		\$ 4,635	\$ 14,000	\$ 18,635
Airport - Salaries & Wages	55025651	51100		\$ 78,039	\$ 10,000	\$ 88,039
Airport - Custodial Services	55025652	54230		\$ 65,000	\$ 15,000	\$ 80,000
Airport - Electricity	55025652	56220		\$ 55,000	\$ 12,000	\$ 67,000

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## MEMORANDUM TO COUNCIL

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To: Mayor and City Council Members  
From: Clay Darnell, Interim Finance Director  
Through: William Homka, City Manager  
Date: June 13, 2023  
Re: Ordinance 2023-07: Creating Budget Amendment #6 to the fiscal year 2023 budget, increasing the City Manager's Budget by \$80,000 to cover interim city manager's expenses; and increasing the Airport budget by \$69,400 to cover operating and personnel shortfalls

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**SUMMARY:** Ordinance 2023-07 will increase the City Manager and Airport budgets to cover additional expenses not included in the original budget. Staff recommends approval.

**PREVIOUS COUNCIL ACTION:** Council adopted Ordinance 2022-10 adopting the FY23 Operating and Capital Budget and has adopted five budget amendments. Council adopted Resolution 2022-20 authorizing the Mayor to sign an agreement between the City and Chris Hladick appointing him to serve as Interim City Manager.

**BACKGROUND:** City Manager's Department: the original budget did not include enough funding to cover all the costs of the Interim City Manager's contract.

Airport Facilities Maintenance: unanticipated boiler and other repair costs exceeded the budgeted facilities maintenance amounts.

Airport Operations: the requested funds cover an unbudgeted personal leave cash out.

**DISCUSSION:** The increases will allow these departments to continue operation until the end of the current fiscal year.

**ALTERNATIVES:** Council can choose not to approve this ordinance, in which case there will be a hard stop on all non-emergency, non-personnel spending for the airport proprietary fund and operations may be curtailed. For the city manager's office, all non-emergency spending would need to cease through the end of the fiscal year. Council can also choose to modify the recommended amounts.

**FINANCIAL IMPLICATIONS:** Funds are available in the General Fund (Unappropriated Fund Balance) for the City Manager's budget; and in the Airport Fund (Unrestricted Net Earnings) to cover the Airport's requested increase.

**LEGAL:** None.

**STAFF RECOMMENDATION:** Staff recommends approval.

**PROPOSED MOTION:** First reading: I move to introduce Ordinance 2023-07 and schedule it for second reading and public hearing on June 27, 2023. Second reading: I move to adopt Ordinance 2023-07.

**CITY MANAGER COMMENTS:** I concur with the Staff Recommendation.