

Regular Meeting
Tuesday, August 8, 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

Mayor: Vincent M. Tutiakoff, Sr. **City Manager:** William Homka
Acting City Clerk: Estkarlen P. Magdaong emagdaong@ci.unalaska.ak.us

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/86592135942>

Meeting ID: 865 9213 5942 / **Passcode:** 275033

TELEPHONE: Meeting ID: 865 9213 5942 / **Passcode:** 275033

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

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** [July 25, 2023](#)

7. City Manager’s 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 2023-08: Second Reading, Amending ‘Executives’ Chapter 3.56 by removing Chapter 3.56.040 Leave and revising Chapter 3.56.02 Recruitment and Appointment to allow the City Manager to negotiate personal leave for experienced professional candidates who are considering executive employment with the City of Unalaska](#)

11. 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 2023-08: Second Reading, Amending ‘Executives’ Chapter 3.56 by removing Chapter 3.56.040 Leave and revising Chapter 3.56.02 Recruitment and Appointment to allow the City Manager to negotiate personal leave for experienced professional candidates who are considering executive employment with the City of Unalaska](#)
- b. [Resolution 2023-33: Acknowledging the closure and completion of various capital projects and purchases](#)
- c. [Resolution 2023-35: Approving a 30-year Tideland Lease Agreement between the City of Unalaska and the Ounalashka Corporation, for Tract A-2 of Unalaska Tidelands Survey No. 103](#)

12. Council Directives to City Manager

13. 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.*

14. Adjournment

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MINUTES

1. **Call to order.** Mayor Tutiakoff called the regular meeting of the Unalaska City Council to order on July 25, 2023 at 6:00 p.m.

Nicholson read the City's Mission Statement: To provide a sustainable quality of life through excellent stewardship of government.
2. **Roll call.** Acting City Clerk called the roll. The Mayor and all Council Members were present. Mayor announced quorum established.
3. **Pledge of Allegiance.** Robinson led the Pledge of Allegiance.
4. **Recognition of Visitors.** No particular recognitions made.
5. **Adoption of Agenda.** Robinson moved to adopt the agenda, with a second by Nicholson. There being no objection, the agenda was adopted by consensus.
6. **Approve Minutes of Previous Meeting** Tungul made a motion to approve the proposed minutes of the July 11, 2023 Council Meeting as presented; with second by Robinson. There being no objection, the minutes were approved by consensus.
7. **City Manager Report.** Mr. Homka presented his report and responded to questions from Council.
8. **Community Input & Announcements** were made as follows:
 - a. Roger Blakely made an announcement for Unalaska Public Library.
 - b. Katherine McGlashan made announcements for Unalaska Visitor Bureau.
 - c. Steve Tompkins made announcements regarding the drinking water reservoir and Department of Utilities personnel.
 - d. M. Lynn Crane made an announcement regarding the celebration of life for Campbell McLaughlin.
 - e. Natalie Cale made announcements for OCCP and Ounalashka Corporation.

9. Public Comment on Agenda Items

- a. Emmett Fitch, CEO of OptimERA, Inc. provided comment for Resolution 2023-32.
- b. Acting City Clerk read into record the written comment by Jester Purtteman regarding Resolution 2023-32.

10. Regular Agenda

- a. Resolution 2023-32: Authorizing the City Manager to enter into a five-year Master Services Agreement with GCI Communication Corp. for Dedicated Internet Services

Tungul moved to adopt Resolution 2023-32, with second by Bell.

The City Manager introduced the resolution followed by Council discussion.

Information Systems Supervisor Jacob Whittaker, Emmett Fitch and City Manager Homka answered Council questions.

Roll call vote: Coleman – no; Bell – no; Nicholson – no; Robinson – no; Tungul – no; Looby – no; Motion failed: 0 aye, 6 nays

- b. Ordinance 2023-08: An Ordinance of the Unalaska City Council amending Unalaska Code of Ordinances § 3.56 Executives to allow the City Manager to negotiate the amount of personal leave for new executive level employees

Looby made a motion to introduce Ordinance 2023-08 and schedule it for public hearing and second reading on August 8, 2023, with second by Nicholson.

City Manager Homka introduced the ordinance and provided an overview of it followed by Council discussion.

All Council members voted in the affirmative scheduling Ordinance 2023-08 for public hearing and second reading on August 8, 2023.

11. **Council Directives to City Manager.** Robinson moved to direct the City Manager to evaluate all proposals on their face value to provide the safest and best internet service to the City. Redundancy is important. With a second by Bell.

Roll call vote: Robinson – yes; Tungul – yes; Coleman – yes; Looby – yes; Bell – yes; Nicholson – yes; Directive to City Manager passed 6-0

12. **Community Input & Announcements.** Acting City Clerk announced the candidacy period along with City Council and School Board seat vacancies. She also encouraged residents to register to vote.

13. **Adjournment.** Having completed all items on the agenda, the Mayor adjourned the meeting at 7:35 p.m.

These minutes were approved by the City Council on August 8, 2023.

Estkarlen P. Magdaong
Acting City Clerk

CITY MANAGER'S REPORT

TO: Mayor Tutiakoff and City Council Members

FROM: William Homka, City Manager

DATE: August 8, 2023

- **Internet Services Contract:** This contract has earned a lot of discussion at City Council and in the community. After much consideration I've decided to sign a one (1) year contract with GCI for internet services. Please see the memo attached for further explanation.
- **Legislative Fly-In:** Scheduled for August 17 & 18. The following persons have confirmed to attend:
Representatives: Bryce Edgmon, Andy Josephson, Stanley Wright
Senators: James Kaufman, Donny Olson, Jesse Kiehl
Staff: Cathy Munoz, Commissioner, Department of Labor and Workforce Development
Ryan Anderson, Commissioner, Alaska Dept. of Transportation
Josh Revak, U.S. Representative Mary Peltola's Office
- **Trilateral:** We met on July 24 about abandoned vehicles and the opportunity for barges / backhaul. Resources exist on the island to meet the challenge of point to point preparation.
- **Geothermal:** Met with OCCP, OC and city representatives to discuss the project with representatives from the Department of Energy.
- **Retail Marijuana License Application:** Dutch Harbor Cannabis, LLC completed their application process with the State of Alaska for a commercial marijuana business in Unalaska on July 19, 2023. The proposed location is 749 E. Broadway in Unalaska. The proposed location is zoned commercial and meets the city's requirements to be more than 500 feet from a church, school or youth facility. The applicant has applied for a building permit, which has not yet been issued. Our planning and public works departments are working through the building permit process with the applicant. The applicant must also obtain a city business license. Interested persons may object to the application by submitting a written statement of reasons for the objection to the applicant and the Alcohol & Marijuana Control Office (AMCO) no later than August 17. The city may protest the issuance of a license and that deadline is September 17. Staff will present this to council for formal review at your meeting on September 12. For more information about the application, visit the AMCO website at <https://www.commerce.alaska.gov/web/amco>. Objections should be sent to AMCO at marijuana.licensing@alaska.gov or to 550 W 7th Ave, Suite 1600, Anchorage, AK 99501.
- **Employee Newsletter:** Issued the first of a bimonthly newsletter. It's on the city shared drive along with submittal ideas and guidelines. PCR's Albert Burnham designed the document.
- **Captains Bay Road Project:** Met with the Bureau of Indian Affairs on Wednesday August 2, 2023 about the corridor project with respect to native allotments and public rights of ways. It was an unusual meeting in that BIA explained the project requires plats be adopted for each utility that passes thru or by native allotments. Plats are legal instruments in every state and identify easement locations but not each utility individually. Only the last adopted plat would be in effect per platting law. I'm working with OC to address the issues. Also, the last of the FY 2024 appropriations bills have been marked up by the Senate Appropriations Committee. Unfortunately, the Committee did not fund Senator

Murkowski’s requests for Captains Bay water utilities (the City’s one request this year) and the Aerology Building repair (OC’s).

- **Staffing Update:** Hired Cameron Dean as Planning Director, Patricia Soule as Finance Director, and Kim Hankins as Police Chief. Mr. Dean and Ms. Soule begin their positions in late September. Mr. Hankins begins in late August. As of 8-2-2023 there are still 20 open positions we are working to fill. Mr. Steve Tompkins submitted his resignation on 8-2-2023. His last day with the city will be September 1, 2023.

Department	# Openings
DPS	5
DPU	7
DPW	3
Finance	1
Planning	1
Admin	1
PCR	3
TOTAL	20

- **North Pacific Fisheries Management Council:** The next 2 meetings are scheduled in Anchorage for Oct. 2-10 and December 4-12. The October agenda will include some important issues: crab quotas will be set; Chum salmon and crab bycatch issues will be discussed as well. The December meeting gets interest due to 2024 fishing season quotas being set. Unalaska’s fishery consultant Frank Kelty will attend both meetings. The December meeting potentially conflicts with AML and the DC Lobby trip. At the first meeting in September we will include travel approval to the October meeting should elected officials choose to attend. The draft topics for the next three meetings are outlined below:

DRAFT NPFMC THREE-MEETING OUTLOOK – 6/14/23						
	October 2-10, 2023		December 4-12, 2023		February 5-12, 2024	
Topics	Hilton Hotel, Anchorage, AK	Council staff contact	Hilton Hotel, Anchorage, AK	Council staff contact	Renaissance Hotel, Seattle, WA	Council staff contact
EVENTS/REPORTS*	Election of officers NMFS report: Salmon FMP Secretarial Amd. (T) North Pacific Fisheries Commission report SSC-Council subgroup update North Pacific Research Board report	DW DW DW DW	NMFS report: Final ADP, year-end inseason mgmt NOAA Enforcement IPHC report (T) Council Executive Session Industry reports on 2023 crab avoidance GOA Pacific cod allocation review (T)	DW DW DW DW SCu MF	AP, SSC: Elect officers NMFS report: Annual cost recovery report IPHC report	DE DW DW
SHELLFISH SPECS	BSAI Crab stocks: <i>ABC/OFL specs, Crab PT repor</i>	SR	Crab FMP housekeeping amndmt: <i>Initial/Final Acti</i>	SR	NSRKC: <i>ABC/OFL specs, Crab PT report</i>	SR
GFISH SPECS	BSAI/GOA Groundfish: <i>Proposed specs, PT report</i> GOA Other rockfish/DSR: <i>Discussion paper</i>	DS SClv	BSAI Groundfish: <i>PT report, Final Specifications</i> GOA Groundfish: <i>PT report, Final Specifications</i> Ecosystem Status Reports: <i>Review</i>	DS SClv SClv		
REPORTING/MONITORING	2024 Observer ADP: <i>Review, PCFMC report</i>	SClv				
GOA GFISH MGMT						
BSAI GFISH MGMT					Amendment 80 Program Review report: <i>Review</i>	SCu
BSAI CRAB MGMT	BSAI Crab Program Review: <i>Workplan (T)</i> Crab facility use cap: <i>Initial Review (T)</i>	SM SM	Crab C share recent participation req.: <i>Final Action</i> Crab facility use cap: <i>Final Action (T)</i>	SM SM	BSAI Crab Program Review report: <i>Review (T)</i>	SM
BYCATCH	Chum salmon bycatch: <i>Preliminary review</i>	KH	GOA Tanner crab: <i>Discussion paper</i>	NW	BBRKC closure areas: <i>Initial Review (T)</i>	SCu
HALIBUT/IFQ/CHARTER	Area 4 vessel use caps: <i>Initial Review (T)</i> IFQ Program review: <i>Workplan (T)</i>	AH AH	2023 Charter halibut mgmt measures: <i>Final action</i>	SM	Small sablefish release: <i>Initial Review (T)</i>	SClv
OTHER	BS LKTKS protocol and onramps: <i>Final Action</i> BS FEP Climate Change Taskforce: <i>Workshop plan</i> Ecosystem Committee report: <i>OECM review, other</i>	KH DS NW	EFH FMP amendments: <i>Initial/Final Action</i>	SR	Research priorities: <i>Plan Teams input (SSC only)</i> MRSAM model: <i>Review (SSC only)</i>	NW AH

- **Ports Rock Scaling Project:** The work can only be done safely via scaling. We solicited several businesses but only one expressed interest in bidding on the project. The company will visit the site soon so they can submit a comfortable proposal. Once we receive the proposal we will present the proposal at a work session and, on the same agenda, request a budget amendment as soon as possible.
- **2023 Unalaska Landfill Inspection:** On June 20, 2023, the Alaska Department of Environmental Conservation (ADEC), Solid Waste Program inspected the Unalaska Landfill. The inspection was facilitated by Lilia Williams. The facility received 383 points out of 385 possible points for an overall score of 99.5%. The report is attached.
- **Travel:** I will be off island on vacation starting the evening of August 18, 2023 and will return Monday, August 28, 2023. Marjie Veeder will be Acting City Manager in my absence.

MEMORANDUM TO COUNCIL

To: Mayor and City Council Members
From: William Homka, City Manager
Date: August 8, 2023
Re: City Manager enters into a one year Master Services Agreement with GCI
Communication Corp. for Dedicated Internet Services

SUMMARY: On May 3, 2023 the City's Information Systems Division issued a Request for Proposals for internet service. Three proposals were received and evaluated by staff and presented to the City Manager. After selecting GCI, the City Manager directed staff to inquire with legal if we can get a better rate if the City signed a 5 year contract. Code requires Council approval for contracts that require the appropriation of funds in future budget years. The City's last telecommunication contract was for 5 years with TelAlaska, but it was not presented to City Council.

At the July 11, 2023 Council meeting there was discussion about the pros and cons relative to fiber optic service and LEO satellite service. The City Manager requested that the Information Systems Division reach out for a third-party opinion. GCSIT provided the City an opinion affirming the benefits of fiber optic service over LEO satellite service. GCSIT's memo is attached. Please note that GCSIT is not affiliated with GCI.

At the July 25, 2023 Council meeting there was significant discussion about staff's process, the scoring matrix, and comparisons between LEO and fiber, among other topics. Inaccurate statements and angry discourse drove attention toward a debate between fiber and satellite based services and away from other important facts that received zero consideration.

City Council approval is not required for single year contract and funding has already been appropriated by Council. Due to the situation, I believe it is in the community's interest to resolve this matter publicly. Therefore I am notifying City Council of my decision to sign a 1 year contract with GCI for service as proposed in the original contract.

Staff will then obtain quotes for a multiple year contract for fiber optic service and Council approval of the multiple year agreement will be sought. I commit to revamping the request for quotes and scoring matrix for this future bid. Also, submission requirements will be clear about limiting bids to the request and non-requested add-ons (extras) will result in eliminating a bid from consideration.

BACKGROUND: GCI began offering fiber optic internet service to Unalaska in December, 2022. The City had a five year internet service contract with Fastwyre. Unalaska's Fastwyre contract had a cancellation clause for if/when fiber optic service became available in the City. Fastwyre was unable to provide such service within the existing contract's timeline so the City issued Fastwyre a notice of termination and requested quotes for new service because the City desires service via fiber optic cable.

DISCUSSION: The decision to sign a 1 year contract with GCI is due equally in part to the service and timing. While the City's RFP did not explicitly state we prefer fiber over satellite, I ordered the termination of the existing TelAlaska contract because we wanted fiber optic connectivity. Otherwise we would still be with TelAlaska and would not have requested quotes.

I want to briefly share the factors considered for my decision. These include timing, redundancy, 911 & E911, cyber security, latency, weather, cost, and threats from physical interference/loss of connectivity.

TIMING

Timing is important because we have numerous programs and software that require faster connectivity. While none of these are deal breakers, they will result in inefficiencies either financially or operationally. These include:

- Tyler Munis Upgrade: Originally scheduled for August, this was delayed to October in an effort to obtain a better internet connection before the upgrade. Unfortunately, our current version of Munis is no longer supported after October, therefore we have to upgrade even if we don't turn up a better connection in time. The new version relies more heavily upon the cloud and therefore would benefit from a better connection.
- Rectrac Upgrade: Planning to upgrade PCR's Rectrac software to Webtrac (cloud software service). On hold until internet contract is awarded.
- Motorola FLEX (Public Safety): No delay but may be adversely affected along with:
 - The new RMS/CAD software that's currently being implemented over the next 6 months, while not delayed, will be adversely affected
 - The combination of LTE service and fiber optic connection will enable the new Motorola FLEX system to communicate more reliably with Fire and Police equipment in the field (e.g. laptops in Public Safety vehicles)
- Proofpoint Email Security: The City recently purchased a new email security system to improve protection from outside threats. Delay will increase implementation costs.

REDUNDANCY

All three quotes offered redundancy. TelAlaska and GCI redundancy is via satellite, Optimera via fiber optic.

The City is currently investigating the incorporation of a second Starlink LEO satellite service into our network at our disaster recovery site in the event our primary internet service were to incur an outage. This would allow the City to have two separate ISPs, one for its primary service, and another for its backup service, and delivered at geographically separate locations. The City would prefer to have a dedicated fiber optic service as its primary link, and a service like Starlink LEO satellite service as its backup link at another location. It was never our intent (or the scope of the RFP) to rely solely upon the redundant services offered by our primary service provider.

911 / E911

The City's 911-E911 services do not, nor will they, leverage our primary internet service. They will leverage separate, dedicated services from both Fastwyre and GCI.

CYBER SECURITY

Fiber optic service offers less risk of interference from other wireless technology. There is a higher risk of wireless interference with satellite since the technology is not directly cabled and relies on wireless frequencies from the ground station to the customer and is inherently more susceptible to wireless interference from outside sources. The more we use cloud services, the more vulnerable we are to cyber-attacks. The City's FY24 cyber insurance policy cost of \$30,445.

LATENCY

Satellite service has higher non-uniform latency (i.e. the time it takes for packets to travel to and from their destination). Satellites that are perpetually in motion, as in most circumstances, incur higher non-uniform latency.

WEATHER

Fiber optic service is a directly cabled connection, whereas satellite transmits data through the atmosphere. There is an inherent risk of recurring weather interference.

COST

OptimERA was the lowest overall quote. Our process and scoring was based on comparing each bid at a 1 year term, however not all of the bids offered the same kind of service. While OptimERA's bid was lower than the others at a 1 year term, it wasn't an apple to apples comparison. OptimERA's bid was for Starlink LEO satellite service while the other bids were for dedicated fiber optic service. Our preference was for dedicated fiber optic service so we chose the less expensive of the two bids that offered that service type.

PHYSICAL INTERFERENCE / LOSS OF CONNECTIVITY

Clearly the most significant threat to fiber optic is a separation of the fiber, which occurred recently in Unalaska. There are legitimate concerns about damage to the fiber optic cable between Unalaska and Kodiak. LEO satellites rely on ground stations that also rely upon undersea fiber optic backhauls between Alaska and the lower 48.



THE STATE
of ALASKA
GOVERNOR MIKE DUNLEAVY

Department of Environmental Conservation

DIVISION OF ENVIRONMENTAL HEALTH
Solid Waste Program

555 Cordova Street
Anchorage, AK 99501
Phone: 907.269.7626
Fax: 907.269.7510
www.dec.alaska.gov

Delivered Electronically

August 3, 2023

Steve Thompkins
City of Unalaska
P.O. Box 610
Unalaska, Alaska 99685

Subject: 2023 Unalaska Landfill Inspection

Dear Mr. Tompkins:

On June 20, 2023, a representative of the Alaska Department of Environmental Conservation (ADEC), Solid Waste Program inspected the Unalaska Landfill in Unalaska, Alaska. The Unalaska Landfill is a Class I Municipal Solid Waste Landfill, Solid Waste Disposal Permit number SW1A009-23, owned and operated by the City of Unalaska. The inspection was facilitated by Lilia Williams. I appreciate the time she took to answer questions and show me around the facility. The completed inspection form attached to this letter provides more detailed documentation from the inspection. The facility received 383 points out of 385 possible points for an overall score of **99.5%**.

The Unalaska Landfill is a very well operated landfill. All of the required paperwork was accessible and retrievable from the operating record. Landfill personnel demonstrated a good understanding of the operational requirements outlined in the ADEC permit. Waste loads were regularly monitored to ensure disposal in the correct landfill cell. The public waste handling and recycling areas were well organized and clean. Household hazardous wastes were properly collected, stored, and transported off Island for disposal. Metals and fishing nets were separated out and shipped off the Island and the appropriate fishing nets were sorted for recycling. Signage at the entrance gate clearly indicated the waste material accepted and prohibited from the landfill.

I observed a couple of areas for improvement during my inspection. Points were taken off for the entrance sign being partially covered by high vegetation, and the presence of two eagles in the baler building. The birds could be harmed by operations. Please note that a **Shoreline Erosion Assessment and Report** is due this year.

Overall, the Unalaska Landfill continues to be a very well-run facility as demonstrated by the 99.5% inspection score for June 20, 2023. If you have any questions or comments, please contact me at (907) 269-7626 or by email at annemieke.powers@alaska.gov.

Sincerely,

A handwritten signature in cursive script that reads "Annemieke Powers".

Annemieke Powers
Environmental Protection Specialist III
Attachments

Class I / II MSWLF Inspection Checklist



Landfill: Unalaska Landfill
Date of Inspection: 6/20/2023
ADEC Inspector: Annemieke Powers
Participants: Lilia Williams

Weather Conditions:

Overcast, Mid-50s

Past Month Rainfall:

0.88 Inches

SCORING

Total Awarded Points: 383
Total Possible Points: 385
Final Score: 99.5%

ADEC Signature: *A. Powers*
Printed Name: Annemieke Powers
Title: EPS III

Class I / II MSWLF Inspection Checklist



Part One: ADEC Information Gathering

This section should be filled out completely, **prior to the site visit**. This section is not scored, but the information will be used during the site visit to determine compliance with requirements.

#	Part One: ADEC Information Gathering																								
1	<p>PERMIT AND OPERATING PLAN – Review permit and operating plan to familiarize yourself with the requirements and approved operations for this landfill.</p> <p>Does the facility have a current ADEC permit? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Permit Number <u>SW1A009-23</u></p> <p>Expiration Date <u>May 31, 2023 - Under Administrative Continuance</u></p>																								
2	<p>SITE/DEVELOPMENT PLANS – Review site plans and development plans to familiarize yourself with the approved layout of the landfill and the conditions at the site.</p> <p>Check if the landfill is located in or near wetlands, on permafrost, in a 100-year floodplain, within 5,000 feet of any airport, within 10,000 feet of an airport used by jet aircraft, and/or are there any drinking water wells within 500 feet of the landfill property boundary.</p> <p>If the site has an RD&D Permit, review the RD&D permit.</p> <p>Review current/up-to-date site map</p>																								
3	<p>PREVIOUS INSPECTIONS – Review previous inspection forms.</p> <p>List any issues that may still be outstanding that should be investigated.</p> <p><u>Bales should be covered daily</u> _____</p> <p><u>Birds getting into waste</u> _____</p> <p><u>Appliances should be stored upright</u> _____</p>																								
4	<p>COMPLAINTS – If ADEC has received any complaints regarding the facility, list and describe them below:</p> <p><u>None</u> _____</p>																								
5	<p>AUTHORIZED WASTE TYPES – <i>The landfill is required to have a permit that authorizes all types of waste disposed at the site.</i></p> <p>Check the types of waste that the facility is authorized to dispose:</p> <p><input checked="" type="checkbox"/> Municipal Solid Waste <input type="checkbox"/> Regulated Asbestos-Containing Material (RACM)</p> <p><input checked="" type="checkbox"/> C&D or other Inert Waste <input type="checkbox"/> non-RACM</p> <p><input checked="" type="checkbox"/> Sewage Solids <input type="checkbox"/> Other: _____</p>																								
6	<p>MONITORING REQUIREMENTS – <i>A facility may be required to monitor groundwater, surface water, gas, or other parameters. Requirements are specified in the permit or approved monitoring plan. By regulation, monitoring reports must be submitted to ADEC for groundwater and surface water. If reports are required for other types of monitoring, it will be specified in the permit. This information will help you determine if the operating record is complete.</i></p> <p>Check the types of monitoring that the facility is required to conduct, note the required sampling frequency, and check if reports must be submitted to DEC</p> <table border="0"> <thead> <tr> <th><input checked="" type="checkbox"/> Type</th> <th>Frequency</th> <th>ADEC Report</th> <th><input checked="" type="checkbox"/> Type</th> <th>Frequency</th> <th>ADEC Report</th> </tr> </thead> <tbody> <tr> <td><input type="checkbox"/> Groundwater</td> <td>_____</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/> Thermal</td> <td>_____</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input checked="" type="checkbox"/> Surface Water</td> <td><u>Semi-annually</u></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/> Slope Stability</td> <td>_____</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input checked="" type="checkbox"/> Gas</td> <td><u>Quarterly</u></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/> Piezometer</td> <td>_____</td> <td><input type="checkbox"/></td> </tr> </tbody> </table> <p>Take a map showing the monitoring locations at the site to assist you in the field inspection.</p>	<input checked="" type="checkbox"/> Type	Frequency	ADEC Report	<input checked="" type="checkbox"/> Type	Frequency	ADEC Report	<input type="checkbox"/> Groundwater	_____	<input type="checkbox"/>	<input type="checkbox"/> Thermal	_____	<input type="checkbox"/>	<input checked="" type="checkbox"/> Surface Water	<u>Semi-annually</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/> Slope Stability	_____	<input type="checkbox"/>	<input checked="" type="checkbox"/> Gas	<u>Quarterly</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/> Piezometer	_____	<input type="checkbox"/>
<input checked="" type="checkbox"/> Type	Frequency	ADEC Report	<input checked="" type="checkbox"/> Type	Frequency	ADEC Report																				
<input type="checkbox"/> Groundwater	_____	<input type="checkbox"/>	<input type="checkbox"/> Thermal	_____	<input type="checkbox"/>																				
<input checked="" type="checkbox"/> Surface Water	<u>Semi-annually</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/> Slope Stability	_____	<input type="checkbox"/>																				
<input checked="" type="checkbox"/> Gas	<u>Quarterly</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/> Piezometer	_____	<input type="checkbox"/>																				

Class I / II MSWLF Inspection Checklist



#	Part One: ADEC Information Gathering
7	<p>WAIVERS – <i>The landfill may obtain waivers for requirements related to development or operation.</i></p> <p>List any ADEC-approved waivers.</p> <p><u>18 AAC 60.217 Requirement for 10' separation from groundwater waived.</u></p> <p><u>May 7 2020 Burn ban waiver granted for burning pallets.</u></p>
8	<p>ADDITIONAL PERMIT REQUIREMENTS</p> <p>List any Specific Conditions in the permit that are not addressed in the inspection checklist in Part Nine of this form.</p>
9	<p>FINANCIAL ASSURANCE – <i>The landfill must demonstrate financial assurance to cover closure and post closure costs.</i> 18 AAC 60.235, 18 AAC 60.265</p> <p>The landfill must submit this information with their permit application, and then make appropriate updates to their operating record. They are not required to submit the updates to DEC. Review the financial assurance</p> <p>What mechanism is used to demonstrate financial assurance? <u>Local Government</u></p> <p>What is the date of the last update in the ADEC file? <u>1-Sep-21</u></p>

Part Two: ADEC Records Review			
This section should be completed and scored in the office, <u>prior to conducting the site visit.</u>			
#	Part Two: ADEC Records Review	POINTS	
		Score	Possible
1	<p>FEES – <i>The landfill is required to pay annual and other fees to ADEC.</i> 18 AAC 60.700</p> <p>Is the facility current on payment of all fees? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	5	5
2	<p>WATER MONITORING REPORTS – <i>A facility may be required to monitor groundwater and/or surface water. Groundwater and surface water reports MUST be submitted to ADEC.</i> 18 AAC 60.810, 18 AAC 60.830,</p> <p>Is the current water monitoring plan available? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Does the facility submit the required monitoring reports to ADEC? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Do monitoring reports address all required water monitoring? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Are monitoring reports complete and contain required analyses? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Comments: _____</p>	20	20

Class I / II MSWLF Inspection Checklist



Part Three: Landfill Records			
This section, and all remaining sections, should be completed at the landfill facility during the site visit.			
#	Part Three: Landfill Records	POINTS	
		Score	Possible
1	PERMIT – A copy of the permit application and current permit must be kept in the operating record. 18 AAC 60.235	10	10
	Is a copy of the current permit in the operating record? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
	Is a copy of the permit application in the operating record? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Comments: _____		
2	OPERATIONS PLAN – The operations plan should be used as a guide for day to day operation of the landfill. A copy must be kept in the operating record. 18 AAC 60.210, 18 AAC 60.235	10	10
	Does the operating record contain a copy of the operations plan? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
	Is a copy of the latest operations plan available to landfill staff? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Comments: _____		
3	WASTE QUANTITY TRACKING – The facility must maintain records of amount of waste received. 18 AAC 60.210	5	5
	How is waste tracked? <input checked="" type="checkbox"/> Weight <input type="checkbox"/> Volume		
	Do records appear to be accurate and complete? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
	Record or attach previous year's total(s): _____ Dates: <u>July 1, 2022 to June 30, 2023</u> Amount: <u>6404 tons</u> Comments: _____		
4	TRAINING – Landfill staff must receive training to recognize regulated hazardous waste and PCB waste. Class I landfills must employ at least one operator or manager who has at least 2 years of experience in landfill operations and who holds a current MOLO certification. Records of training must be kept in the operating record. 18 AAC 60.235, 18 AAC 60.240, 18 AAC 60.335	5	5
	Does the landfill record show that operators have received annual training to recognize regulated hazardous waste and PCB waste in the past year (Hazwoper, internal trainings, MOLO, etc.)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
	For Class I landfills, does the landfill have a record showing that at least one operator or manager has current MOLO certification? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Comments: <u>Lilia Williams' MOLO expires in August 2023</u>		
5	RANDOM INSPECTION RECORDS – The landfill must perform random inspections of incoming waste loads to identify any regulated hazardous waste or PCB waste. Records of the inspections must be available for review. 18 AAC 60.235, 18 AAC 60.240	5	5
	Do the landfill operators perform random waste inspections? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No How often are random waste inspections performed and recorded? <u>Weekly</u> Comments: <u>Operators constantly observing waste on the tipping floor of the baler building.</u>		

Class I / II MSWLF Inspection Checklist



#	Part Three: Landfill Records	POINTS	
		Score	Possible
6	ASBESTOS RECORDS – <i>The landfill must maintain (1) at least two years of asbestos shipment records that, for each load of RACM, includes contact information for the generator and transporter, the amount (cy), and the date of receipt, and (2) an up-to-date map or site plan showing the boundaries of the asbestos cell including depth and the total volume. 18 AAC 60.450</i>	NA	10
	Does the landfill maintain complete asbestos shipment records for the previous 2 years for each load of RACM received? <input type="checkbox"/> Yes <input type="checkbox"/> No		
	Does the operating record contain an adequate, up-to-date map of the asbestos cell? <input type="checkbox"/> Yes <input type="checkbox"/> No		
	Does the operating record contain up-to-date information about the depth and total volume of RACM in the asbestos cell? <i>Comments: <u>The landfill does not accept RACM.</u></i>		
7	GAS MONITORING – <i>If explosive gas is monitored, it must be measured in all facility structures and at the property boundary, and records maintained. Reports may or may not have to be submitted to ADEC. , 18 AAC 60.350, Permit</i>	10	10
	Is landfill gas monitored in the appropriate locations, and recorded as required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
	Are reports submitted to ADEC or the landfill file appropriately? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
	If exceedances have been detected, were they properly reported? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>Comments: <u>Landfill staff monitor landfill gas quarterly. Results are sent to Shannon & Wilson.</u></i>		
8	VISUAL MONITORING – <i>Visual monitoring must be performed at least monthly and recorded on a form approved by ADEC. Records must be maintained for at least 5 years. 18 AAC 60.800</i>	10	10
	Is visual monitoring performed monthly and recorded on the approved form? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
	Does the operating record contain all monthly visual monitoring reports for the last 5 years? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>Comments: <u>Landfill staff follow a checklist to perform the visual monitoring.</u></i>		
9	COST ESTIMATES – <i>The landfill must update closure and post closure cost estimates annually to adjust for inflation. Documentation must be kept in the operating record. 18 AAC 60.235, 18 AAC 60.265</i>	5	5
	Does the operating record contain appropriate and up-to-date (i.e. annual) closure and post-closure cost estimates? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No What is the date of the most recent update to closure costs? <u>6/30/2022</u> <i>Comments: <u>For fiscal year 2022.</u></i>		

Class I / II MSWLF Inspection Checklist



#	Part Three: Landfill Records	POINTS													
		Score	Possible												
10	FINANCIAL ASSURANCE – <i>The landfill must demonstrate financial assurance to cover closure and post closure costs. Documentation must be kept in the operating record. The local government financial test is the most common mechanism, and requires an annual update. 18 AAC 60.235, 18 AAC 60.265</i>	5	5												
	<p>What mechanism does the landfill use to demonstrate financial assurance?</p> <p><input checked="" type="checkbox"/> Local Government Test <input type="checkbox"/> Other: _____</p> <p>If the Local Government Test is used, the following items must be updated annually:</p> <table border="1"> <tr> <td><input checked="" type="checkbox"/></td> <td>A statement by the CFO that the government meets the 5 conditions of the local government test.</td> </tr> <tr> <td><input checked="" type="checkbox"/></td> <td>The independently audited year-end financial statements for the latest fiscal year</td> </tr> <tr> <td><input checked="" type="checkbox"/></td> <td>A report to the local government from the local government's independent certified public accountant (CPA) or the appropriate State agency stating the procedures performed and the CPA or State agency's findings</td> </tr> <tr> <td><input checked="" type="checkbox"/></td> <td>A copy of the comprehensive annual financial report (CAFR) or certification that the requirements of General Accounting Standards Board Statement 18 have been met</td> </tr> </table> <p>What is the date of the most recent update to FA in the file? <u>6/30/2022</u></p> <p>Comments: <u>Total cost \$12,512,802</u></p>			<input checked="" type="checkbox"/>	A statement by the CFO that the government meets the 5 conditions of the local government test.	<input checked="" type="checkbox"/>	The independently audited year-end financial statements for the latest fiscal year	<input checked="" type="checkbox"/>	A report to the local government from the local government's independent certified public accountant (CPA) or the appropriate State agency stating the procedures performed and the CPA or State agency's findings	<input checked="" type="checkbox"/>	A copy of the comprehensive annual financial report (CAFR) or certification that the requirements of General Accounting Standards Board Statement 18 have been met				
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<input checked="" type="checkbox"/>	The independently audited year-end financial statements for the latest fiscal year														
<input checked="" type="checkbox"/>	A report to the local government from the local government's independent certified public accountant (CPA) or the appropriate State agency stating the procedures performed and the CPA or State agency's findings														
<input checked="" type="checkbox"/>	A copy of the comprehensive annual financial report (CAFR) or certification that the requirements of General Accounting Standards Board Statement 18 have been met														
11	OTHER OPERATING RECORD ITEMS – <i>The facility is required to maintain many other items in the operating record. 18 AAC 60.235, 18 AAC 60.305, 18 AAC 60.310, 18 AAC 60.810, 18 AAC 60.830</i>	5	5												
	<p>Check each of the required items in the operating record:</p> <table border="1"> <thead> <tr> <th>Req'd</th> <th>In Rcd</th> <th>Item</th> </tr> </thead> <tbody> <tr> <td><input checked="" type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td>ADEC Inspection Reports</td> </tr> <tr> <td><input checked="" type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td>As-built (Record) Drawings</td> </tr> <tr> <td><input checked="" type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td>SWPPP Permit</td> </tr> <tr> <td><input checked="" type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td>Shoreline Erosion Report</td> </tr> </tbody> </table> <p>Comments: <u>Most recent Shoreline Erosion Report dated August 15, 2018. The shoreline monitoring should occur every 5 years. The next monitoring event should occur in 2023.</u></p>			Req'd	In Rcd	Item	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	ADEC Inspection Reports	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	As-built (Record) Drawings	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	SWPPP Permit
Req'd	In Rcd	Item													
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	ADEC Inspection Reports													
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<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Shoreline Erosion Report													

Class I / II MSWLF Inspection Checklist



Alaska Department of Environmental Conservation Solid Waste Program

Part Four: Landfill Development and Access			
#	Part Four: Landfill Development and Access	POINTS	
		Score	Possible
1	LANDFILL DEVELOPMENT – <i>The facility is required to follow the approved landfill site plans and development plans. If minor changes are made, they should not be detrimental to regular operations. Any major changes must be approved by ADEC. 18 AAC 60.210, permit</i>	20	20
	Is the facility following the site and development plans? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, are the changes minor, and do they maintain the integrity of the operations? <input type="checkbox"/> Yes <input type="checkbox"/> No Comments: _____		
2	PROPERTY BOUNDARY – <i>The landfill owner or operator shall ensure that a minimum setback of 50 feet is kept between the waste management area and the property line of the facility. A new landfill or lateral expansion may not be constructed within 500 feet of a drinking water well. 18 AAC 60.233, 18 AAC 60.040</i>	10	10
	Is the waste disposal area at least 50 feet from the property boundary? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Has development of the landfill or surrounding area maintained the proper separation zone of 500 feet between the property boundary and a drinking water well? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Comments: _____		
3	ACCESS – <i>Access to the landfill facility must be limited by the use of fencing, berms, or natural barriers to control public access to the site. This should prevent unauthorized traffic or dumping. 18 AAC 60.220</i>	10	10
	Is access to and within the facility limited? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Is there any evidence of unauthorized access or dumping? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Comments: The landfill is fenced with a locking gate. Residential customers are restricted to the bailer building area for both municipal and C&D waste to restrict traffic in the landfill cells.		
4	SIGNAGE – <i>A clearly legible sign must be posted at the entrance to the landfill. The sign must prohibit disposal of regulated hazardous waste and polychlorinated biphenyl (PCB) waste. Most permits also require signage that identifies the owner or operator, hours of operation, and emergency contacts. 18 AAC 60.240, permit</i>	4	5
	Are signs prohibiting hazardous, PCB, and other required waste posted and clearly legible? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If additional signage is required, is it posted and clearly legible? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Comments: Part of the entrance sign was covered by vegetation (-1).		

Class I / II MSWLF Inspection Checklist



Part Five: Landfill Operations			
#	Part Five: Landfill Operations	POINTS	
		Score	Possible
1	AUTHORIZED WASTE TYPES – <i>The landfill is required to have a permit that authorizes all types of waste disposed at the site. 18 AAC 60.200</i>	20	20
	Are all wastes apparent or reported to be accepted at the facility for disposal allowed under the permit? (See answers in Part One, Question 5) <i>Comments: MSW, C&D, metals pile, rope piles</i>		
2	COVER - <i>Waste must be covered by 6 inches of soil or an approved alternative cover at the end of each day or more frequently to control disease vectors, fire, odor, blowing litter, and scavenging. In a Balefill, the vertical face may remain uncovered unless it is inactive for 7 or more days, exceeds 200 feet, or is causing animal attraction problems. 18 AAC 60.340</i>	20	20
	Does the cover appear to be at least 6 inches thick and sufficient to reduce litter and animal attraction? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Have any cover-related complaints (i.e. litter, smell, exposed waste, etc.) been received? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, have the landfill operators modified their cover operations to address the complaints? <i>Comments: Waste is baled within a plastic cover, and then the bale is covered by soil, gravel or tarps daily.</i>		
3	BURNING – <i>Burning areas, if allowed, must be contained and controlled and only burn brush overburden and clean untreated wood. Open burning of municipal waste is not allowed at landfills. 18 AAC 60.355</i>	10	10
	Is the landfill approved to burn brush, overburden, or clean wood? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Is burning limited to the approved materials? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>Comments: Burn area for wooden pallets.</i>		
4	LANDFILL FIRES – <i>Landfill fires have been occurring with increasing frequency in C&D landfills, and can be identified by smoke, or evidence of unusual heat at the surface. The owner or operator of a landfill who accepts combustible waste shall maintain fire control equipment and make it available to extinguish any fires that start.</i>	10	10
	Does the landfill have appropriate fire suppression equipment onsite (large extinguishers, water source, fine grain cover material)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Has the landfill operated without evidence of a fire since the previous inspection? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If a fire was identified, did the landfill respond appropriately to extinguish the fire? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>Comments: No fires at the landfill since the last inspection.</i>		

Class I / II MSWLF Inspection Checklist



#	Part Five: Landfill Operations	POINTS	
		Score	Possible
5	LITTER - Litter must be controlled so that it does not become a nuisance or hazard. 18 AAC 60.233	10	10
	Is the landfill maintained with minimal litter within the landfill boundary? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
	Is the landfill maintained so no litter is evident outside the landfill boundary? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
	What measures are used to control litter at the landfill? <input type="checkbox"/> Fencing <input type="checkbox"/> Berms <input checked="" type="checkbox"/> Collection <input type="checkbox"/> Other _____ <i>Comments: Spring cleanup. Plastic wrap around bales. Tipping floor inside baler building.</i>		
6	DUST, ODOR, NOISE, ETC. - Dust, odor, noise, traffic, and other effects from the landfill must not become a nuisance or hazard to the public health, safety, or welfare. 18 AAC 60.233	5	5
	Are dust, odor, noise, traffic or other effects controlled so they do not cause a nuisance to neighboring homes or businesses? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>Comments: No neighboring homes or businesses. Dust control by applying calcium chloride to gravel roads. Water truck available if necessary.</i>		
7	SALVAGING – Public salvaging, if allowed, must be limited to an area that does not hinder facility operation, create a safety hazard, or cause pollution. 18 AAC 60.220	NA	5
	Is public salvaging restricted to a controlled area away from the working face? <input type="checkbox"/> Yes <input type="checkbox"/> No Is the salvage area well managed with respect to safety and pollution control? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>Comments: Salvaging not allowed at the landfill.</i>		
8	DISEASE VECTORS AND ANIMALS – Disease vectors, including wildlife and domestic animals, must be controlled so that the public health, safety, or welfare are not endangered by the spread of disease or contact with animals, and that the animals are not harmed by contact with the waste or become a nuisance. 18 AAC 60.230	9	10
	Do observation confirm that no animals (fox, bear, domestic pets, etc) have been scavenging in the waste (footprints, digging, etc). <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
	Is the site maintained with a limited number of birds present near the waste? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
	Is the site maintained such that no harm to wildlife has been reported, and no conditions exist that are likely to harm wildlife? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>Comments: Very few birds observed at the waste cells. 2 eagles were observed in the baler building and could be harmed by operations (-1). Landfill staff have tried various methods to keep eagles out of the baler building but have not yet been successful.</i>		

Class I / II MSWLF Inspection Checklist



#	Part Five: Landfill Operations	POINTS	
		Score	Possible
9	INACTIVE AREAS – Areas that have not received or will not receive waste for more than 90 days, but have not yet reached the final capacity or elevation, must receive an intermediate cover within 7 days of the last waste placement. The area must be covered with 12 inches of soil and graded to prevent ponding and erosion. 18 AAC 60.243	10	10
	Have inactive areas been appropriately covered and graded? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Comments: Cells 1, 3 and 4 had interim cover. The working face was at Cell 2-1 to tie in its elevation to surrounding cells.		
10	STABILITY – The landfill should be graded and shaped to preserve the integrity of the landfill. 18 AAC 60.410	10	10
	Do the landfill slopes appear to be maintained so they are stable? (look for cracks, sloughing of soil or waste or liner slippage) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
	Are the slopes maintained so no erosion is evident? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
	Are the slopes maintained according to the design parameters? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Comments: No erosion, cracks or sloughing observed.		
11	MAINTENANCE AND REPAIR - The landfill must maintain structures and components of the facility, and repair any structural changes or damage to the facility, including the liner, leachate system, buildings, other on-site structures, fence, and other components. 18 AAC 60.815	10	10
	Is the facility maintained with no signs of damage to any component? (excluding monitoring devices - see Part 8) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Comments: Facility is very well maintained.		
12	LINER MAINTENANCE - The landfill must maintain structures and components of the facility, and repair any structural changes or damage to the facility, including the liner, leachate system, buildings, other on-site structures, fence, and other components. 18 AAC 60.815	NA	10
	Lined Facility – Is the liner properly maintained with no signs of tears, leachate escaping, or other damage? <input type="checkbox"/> Yes <input type="checkbox"/> No Comments: No liner visible.		

Class I / II MSWLF Inspection Checklist



Part Six: Special Waste			
#	Part Six: Special Waste	POINTS	
		Score	Possible
1	<p>RACM - If the facility accepts RACM, it must be disposed in a separate cell with restricted access and no visible emissions. RACM loads must be inspected to ensure that RACM is sealed in leak-proof containers, and deposited in the asbestos cell without damaging the containers. RACM must be covered by the end of the day with 6 inches of soil. 40 CFR 61.154, 18 AAC 60.450</p>	NA	20
	<p>How is RACM identified when delivered to the landfill? <u>Landfill does not accept RACM.</u></p> <p>How does the landfill ensure that other C&D loads do not contain RACM? (signed statement, building surveys, etc.) <u>Landfill staff inspect loads as they come in. They will not take C&D material from old buildings without a building survey.</u></p> <p>Is RACM disposed in a separate cell? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Is the waste managed so no exposed or broken bags are evident? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Is the waste managed so no visible emissions (dust) from the waste are evident? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Have 6 inches of cover been applied to the waste? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Is the waste managed without compacting the material? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Is public access to the cell clearly prevented? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Comments: _____</p>		
2	<p>NON-RACM HANDLING - Non-RACM waste must be handled so that it does not become friable. It must be covered within 24 hours using procedures that prevent the release of asbestos fibers. 18 AAC 60.450</p>	NA	10
	<p>How is non-RACM identified when delivered to the landfill? <u>Landfill does not accept non-RACM.</u></p> <p>How does the landfill ensure that other C&D loads do not contain non-RACM? (signed statement, building surveys, etc.) <u>Inspect the loads.</u></p> <p>Where is non-RACM disposed? <input type="checkbox"/> RACM Cell <input type="checkbox"/> C&D Cell <input type="checkbox"/> Other _____</p> <p>How is non-RACM handled so that it does not become friable? _____</p> <p>Is non-RACM covered (but not compacted prior to cover) within 24 hours of placement? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Comments: _____</p>		
3	<p>MEDICAL WASTE - Medical waste may not be disposed at the landfill unless it has been treated by an approved process. Acceptable treatment options are: autoclave, medical waste incinerator, or other approved decontamination process. 18 AAC 60.030</p>	NA	10
	<p>Is treated medical waste accepted at the landfill? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If so, how does the landfill verify the efficacy of the treatment? _____</p> <p>Comments: _____</p>		

Class I / II MSWLF Inspection Checklist



#	Part Six: Special Waste	POINTS	
		Score	Possible
4	SEWAGE SOLIDS - <i>If sewage solids are disposed at the landfill, they may not be a regulated hazardous waste or PCB waste; they may not contain free liquids (paint filter test); and disposal must meet vector reduction requirements (may be done with daily cover). 18 AAC 60.365</i>	10	10
	<p>How does the landfill determine that the sewage solids will pass the Paint Filter Test? <u>Waste water treatment plant does the testing and provides results to landfill.</u></p> <p>How does the landfill confirm that sewage solids are not a regulated hazardous waste or contain more than 10 ppm PCB waste? <u>Waste water treatment plant does the testing and provides results to landfill.</u></p> <p>Are sewage solids covered daily? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>Comments: They are put in MSW cell, and covered by bales and daily cover.</i></p>		
5	LIQUID WASTE - <i>Liquid waste may not be disposed at the landfill, with the exception of small quantities (one gallon or less) of containerized household waste. This prohibition includes leachate and baler squeezings, unless recirculation has been approved under an RD&D permit. 18 AAC 60.360</i>	10	10
	<p>What procedures are used to keep prohibited liquids out of the landfill? <u>Observation at tipping floor.</u></p> <p>Do observation confirm that no liquids are disposed in the landfill? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>Comments:</i></p>		
6	VEHICLES - <i>Vehicles may not be disposed at the landfill unless all fluids and batteries have been removed. If undrained vehicles, or the fluids and batteries removed from them, are stored at the landfill for later disposal or recycling, they must be managed to prevent release of fluids. 18 AAC 60.035, 18 AAC 60.010</i>	10	10
	<p>Are vehicles disposed at the landfill? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Are all fluids and batteries removed prior to disposal? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>How is this confirmed? <u>Landfill staff inspect the vehicle before accepting it.</u></p> <p>If vehicles are stored at the landfill, how do they ensure no fluids are released? <u>They don't accept vehicles with fluids.</u></p> <p>Are vehicles stored and/or disposed in a stable manner that does not create a safety hazard? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Are the vehicles or heavy equipment stored/disposed so they do not create a visual nuisance? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>Comments: Tires are also removed from vehicles.</i></p>		

Class I / II MSWLF Inspection Checklist



#	Part Six: Special Waste	POINTS	
		Score	Possible
7	WASTE STORAGE – If the landfill collects and stores used oil, batteries, household hazardous waste, or other materials, they must be stored and managed to prevent release of fluids. 18 AAC 60.010(a)	10	10
	What materials are collected and stored at the landfill site? <input checked="" type="checkbox"/> Used Oil <input checked="" type="checkbox"/> Paint <input checked="" type="checkbox"/> Batteries <input checked="" type="checkbox"/> Other <u>Household hazardous waste</u> Are materials stored and managed in a manner that prevents the release of fluids, keeping the storage area free of leaks and drips? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>Comments: HHW not collected at the landfill but removed from the tipping floor when observed. The waste is stored until the annual HHW disposal event. E-waste is separated out and taken to the Qawalangin Tribe recycling program.</i>		
8	REMOVAL OF REFRIGERANTS – The landfill must ensure that refrigerants from vehicles and appliances (refrigerators, freezers, air conditioners) and not vented to the environment. All refrigerant must be removed by a certified removal technician. 40 CFR 82	10	10
	How does the landfill ensure that refrigerants are removed from vehicles or appliances prior to disposal or recycling? <u>Refrigerants are removed at the landfill.</u> If refrigerants are removed at the landfill, is the removal technician certified? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>Comments: They use certified equipment.</i>		

Part Seven: Surface Water Controls & Impacts			
#	Part Seven: Surface Water Controls/Impacts	POINTS	
		Score	Possible
1	RUN-ON/RUN-OFF - The landfill must have a control system to prevent run-on water from flowing in to the active cell. Run-off must also be controlled so that it does not impact nearby surface waters. 18 AAC 60.225, 18 AAC 60.815	10	10
	Does the control system prevent run-on from flowing into the active cell? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
	Does the control system prevent run-off from the landfill from impacting nearby lands or waters? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
	Are pipes, culverts, ditches, swales, berms, dikes, straw bales, erosion control matting, riprap, and other stormwater structures well maintained? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
<i>Comments: No waste observed in stormwater ditches.</i>			

Class I / II MSWLF Inspection Checklist



#	Part Seven: Surface Water Controls/Impacts	POINTS	
		Score	Possible
2	SURFACE WATER AND PONDING - Waste may not be placed in surface water, including ponded rainwater. Landfill surfaces should be graded to prevent ponding, and all ponded water must be removed within 30 days. 18 AAC 60.225	10	10
	<p>Is waste managed so that no waste is in contact with surface water, including temporary ponding? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Has all ponding been removed if it has been more than 7 days since the last significant rainfall? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>Comments: Minimal ponding on access roads due to recent rain.</i></p>		
3	LEACHATE CONTROLS - Leachate seeps must be prevented, or contained and controlled at the boundary of the waste management area. 18 AAC 60.225	10	10
	<p>Is the site maintained with no visible evidence of leachate? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If leachate is visible, is it contained within the landfill cell? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>What measures have been taken to contain and control any seeps?</p> <p><i>Leachate seep was discovered in December 2022 due to heavy rains. The seep was repaired. Leachate staining was observed on vegetation at the base of the northwest side of Cell 4 where the December seep occurred. The staining was dry.</i></p>		
4	LEACHATE COLLECTION SYSTEMS - Leachate collection systems (LCS) must be designed and constructed to maintain less than a 12-inch head of leachate on the liner. 18 AAC 60.330(b)(2)	10	10
	<p>If leachate head is measured, do records indicate that the LCS maintains less than a 12-inch head of leachate on the liner? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Do LCS systems and equipment appear in good condition and well maintained? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>Comments: The leachate collection system was designed to maintain less than 12" of head on the liner. The collection system is sloped to a corner of the cell where it is pumped to a storage tank and aerated.</i></p>		
5	LEACHATE TREATMENT/DISPOSAL - Leachate treatment and disposal methods should ensure no leachate causes a water quality violation of 18 AAC 70. 18 AAC 60.225	10	10
	<p>How is leachate treated and/or disposed? _____</p> <p>Do leachate treatment/disposal methods ensure no untreated leachate is released to the water or land? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Do leachate treatment methods comply with ADEC-approved leachate management plans? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>Comments: Leachate is pumped to aeration plant, then disposed of in the city wastewater treatment system.</i></p>		
6	PERMAFROST - If the landfill is located on permafrost, it must be designed and operated so that the permafrost remains frozen. If the landfill settles and water is pooling, the operator must take corrective action. 18 AAC 60.227	NA	10
	<p>Is the site maintained with no indication of thawing permafrost evident? (pooled water, settlement, etc.) <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		

Class I / II MSWLF Inspection Checklist



#	Part Seven: Surface Water Controls/Impacts	POINTS	
		Score	Possible
7	WETLANDS - <i>If the landfill is located in or near a wetland, it may not cause or contribute to significant degradation of the wetlands. 18 AAC 60.470</i>	10	10
	<p style="text-align: right;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Do the surrounding wetlands appear healthy, with no evidence of stress to plants, discolored water, or other evidence of wetland degradation?</p> <p>Comments: _____</p>		

Part Eight: Monitoring Locations & Structures			
#	Part Eight: Monitoring Locations & Structures	POINTS	
		Score	Possible
1	WATER MONITORING LOCATIONS – <i>Monitoring must be conducted at approved locations. Surface water monitoring sites must be properly maintained. Groundwater monitoring wells must be properly maintained. 18 AAC 60.810, 18 AAC 60.825, permit</i>	10	10
	<p>Are water monitoring locations clearly identified and marked? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Are water monitoring sites/wells located according to the approved plan? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Are water monitoring wells in good condition and locked? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Comments: Checked monitoring wells MP-9 and MP-12. Monitoring wells protected by traffic bumpers.</p>		
2	THERMISTOR MONITORING - <i>If thermal monitoring is required it must be conducted at approved locations and in accordance with the thermal monitoring plan. 18 AAC 60.227, 18 AAC 60.228, 18 AAC 60.815, permit</i>	NA	10
	<p>Are thermistors in good condition and locked? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Are thermistors located according to the approved plan? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Are thermistors monitored according to permit requirements? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Comments: _____</p>		
3	GAS MONITORING LOCATIONS – <i>Where explosive gas monitoring is required it must meet regulatory and permit requirements. 18 AAC 60.470, Permit</i>	10	10
	<p>If gas monitoring structures are installed are they functional and well maintained? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Are onsite buildings and structures adequately monitored for methane gas? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Comments: No monitoring structures. Landfill staff monitor ambient air in buildings and at working face.</p>		

Class I / II MSWLF Inspection Checklist



Part Nine: Additional Permit Requirements

ADDITIONAL PERMIT REQUIREMENTS- Address any additional permit requirements, listed in Part One, Question 8, **which are not already included in the inspection form.** Each requirement should be valued at 5, 10, or 20 points relative the potential health or environmental impact of non-compliance. Please add a row below, including possible points assigned, for each additional requirement.

#	Part Nine: Additional Permit Requirements	POINTS	
		Score	Possible
1			
2			
3			
4			
5			

Part Ten: For Landfills with an RD&D Permit

#	Part Ten: RD&D Permit Requirements	POINTS	
		Score	Possible
1	<p>RD&D Permit Requirements – Require submission of progress reports every six months. 18 AAC 60.213, permit</p> <p>Are the progress reports submitted on time? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Do the progress reports include all required elements? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Are permit conditions/requirements being followed? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Comments: _____</p>	NA	10

CITY OF UNALASKA
UNALASKA, ALASKA

ORDINANCE 2023-08

AMENDING 'EXECUTIVES' CHAPTER 3.56 BY REMOVING CHAPTER 3.56.040 LEAVE AND REVISING CHAPTER 3.56.02 RECRUITMENT AND APPOINTMENT TO ALLOW THE CITY MANAGER TO NEGOTIATE PERSONAL LEAVE FOR EXPERIENCED PROFESSIONAL CANDIDATES WHO ARE CONSIDERING EXECUTIVE EMPLOYMENT WITH THE CITY OF UNALASKA.

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

Section 1: Classification. This Ordinance is a Code Ordinance.

Section 2: Amendment of Section 3.56.020 RECRUITMENT AND APPOINTMENT. Section 3.56.020 of the Unalaska Code of Ordinances is hereby amended to read as follows. [New language is underlined; and deleted language is ~~everstruck~~.]

§ 3.56.020 RECRUITMENT AND APPOINTMENT.

Executive positions by their nature and complexity are not subject to the normal procedures of recruitment and selection applicable to classified service positions. The City Manager may utilize any appropriate recruitment and referral sources and techniques, including, but not limited to: negotiating the amount of leave, offering a lump sum payment of a hiring bonus not to exceed \$10,000 less applicable withholdings to obtain the highest caliber employees for these positions and may appoint whomever the City Manager has determined can best discharge the duties of an executive position at their discretion. Any lump sum payment shall be contingent on agreement of the employee to reimburse the full amount of the incentive payment if the employee resigns before the employee's first anniversary date.

Section 3: Amendment of Section 3.56.040 LEAVE. Section 3.56.040 of the Unalaska Code of Ordinances is hereby amended to read as follows. [New language is underlined; and deleted language is ~~everstruck~~.]

§ 3.56.040 LEAVE.

The provisions of Chapter 3.52 shall govern leave for executive employees, subject to the provisions of 3.56.020.

Section 4: Effective Date. This ordinance is effective upon passage.

PASSED AND ADOPTED by a duly constituted quorum of the Unalaska City Council on August 8, 2023.

Vincent M. Tutiakoff, Sr.
Mayor

ATTEST:

Estkarlen P. Magdaong
Acting City Clerk

MEMORANDUM TO COUNCIL

To: Mayor and City Council Members
From: William Homka, City Manager
Date: August 8, 2023
Re: Ordinance 2023-08: Amending 'Executives' Chapter 3.56 by removing Chapter 3.56.040 Leave and revising Chapter 3.56.02 Recruitment and Appointment to allow the City Manager to negotiate personal leave for experienced professional candidates who are considering executive employment with the City of Unalaska.

SUMMARY: Administration is working with Human Resources to fill key executive positions with the City (Department Directors). External candidates have asked if personal leave is negotiable. Chapter 3.56 "Executives" authorizes the City Manager to negotiate compensation, moving allowance and sign on bonuses as part of the recruitment process. However, Chapter 3.56.040 "Leave" refers back to the City's personal leave accrual plan in Chapter 3.52.010, meaning that personal leave accrual is equal for all employees.

DISCUSSION: On July 25, 2023, proposed Ordinance 2023-08 was introduced to Council because three candidates for department director positions inquired about additional leave time at the beginning of their employment with the City. Council did not appear supportive of the change, and expressed concerns about how the change in leave policy for directors might affect the morale of existing employees, directors and otherwise. Specifically, Council expressed that the proposed ordinance seemed unfair to current employees who earn personal leave under the current plan. Another question was if the policy would include all Title 3 employees and/or represented employees. Council voted to move the ordinance to public hearing and second reading tonight, and requested more information.

Perhaps there might be a middle ground that helps the City's recruitment efforts and is fair to all City employees. The three director candidates are all former City employees with service ranging between 3 and 22 years. An alternative would be to amend code to allow returning former employees to receive credit for prior service as it relates to accrual of personal leave. Meaning that returning employees would enter the leave plan at the level where they left off, essentially crediting them for prior service as it relates to accrual of personal leave.

If Council supports this alternative, a new ordinance would be introduced at a future meeting. While code allows for amendment of an ordinance between first and second readings, this alternative is completely different than proposed Ordinance 2023-08 and should be considered anew. Staff also needs time to craft the ordinance and work with the City attorney on proper wording.

ALTERNATIVES: As always, Council may adopt, amend or reject a proposed ordinance. Council's discussion on July 25 revealed little to no support of the proposed ordinance. Because Council voted to schedule the ordinance for second reading tonight, a vote must be taken.

If Council is interested in the alternative set out in the discussion, staff will work to prepare a new ordinance for consideration.

FINANCIAL IMPLICATIONS: None

LEGAL: None

PROPOSED MOTION: Second reading - I move to adopt Ordinance 2023-08.

CITY MANAGER COMMENTS: This is a Council decision, and guidance is requested as to the proposed alternative.

ATTACHMENT: July 25 staff memo.

MEMORANDUM TO COUNCIL

To: Mayor and City Council Members
From: William Homka, City Manager
Date: July 25, 2023
Re: Ordinance 2023-08: An Ordinance of the Unalaska City Council amending Unalaska Code of Ordinances § 3.56 Executives to allow the City Manager to negotiate the amount of personal leave for new executive level employees

SUMMARY: The Administration is working with Human Resources to fill key executive positions with the City. External candidates have asked if personal leave is negotiable. Chapter 3.56 'Executives' authorizes the City Manager to negotiate compensation, moving allowance and sign on bonuses as part of the recruitment process. However Chapter 3.56.040 'Leave' refers back to the city's personal leave accrual plan in Chapter 3.52.010.

DISCUSSION:

Paid time off (PTO) is becoming as important as income for more experienced and executive level candidates. All city employees (regular and executive) are subject to the City's personal leave plan per Chapter 3.56.040 Leave. All new employees accrue PTO at the same rate, regardless of experience. The City Manager cannot use personal leave as a recruitment tool to fill executive positions. The following is from Chapter 3.52.010 Leave:

Personal Leave Accrual Plan

- A. All regular full-time employees who are eligible to accrue leave, shall accrue personal leave at the rate of:
 - 1. First and second years of service beginning on the date of hire and ending on the date before the second anniversary date, 16 hours per month.
 - 2. Third and fourth years of service beginning on the third anniversary date and ending on the day before the fourth anniversary date, 20 hours per month.
 - 3. Fifth and sixth years of service beginning on the fourth anniversary date and ending on the date before the sixth anniversary date, 24 hours per month.
 - 4. Seventh and eighth years of service beginning on the sixth anniversary date and ending on the date before the eighth anniversary date, 28 hours per month.
 - 5. Ninth year of service and beyond beginning on the eighth anniversary date and ending on the date of separation from city service, 32 hours per month.

- B. Accrued unused personal leave shall not exceed 768 hours. Once any employee has accrued 768 hours of unused personal leave, the employee shall stop accruing personal leave until the employee's accrued unused personal leave is less than 768 hours.

Table 1: Unalaska Employee Personal Leave Plan illustrates the City's PTO in terms of hours per year and as 40 hour weeks. The administration prefers to fill executive positions with candidates having significant experience but we only offer paid time off at the entry level. Staff proposes to amend Chapter 3.56.040 by deleting the reference to Chapter 3.52.010 Personal Leave Plan and adding language to authorize the City Manager to negotiate personal leave for executives based on a candidate's professional experience.

Table 1: Unalaska Employee Personal Leave Plan

Chapter 3.56.040 Personal Leave Plan			
Years	Hr/month	hr/year	# 40 hr weeks
1 & 2	16	192	4.8
3 & 4	20	240	6
5 & 6	24	288	7.2
7 & 8	28	336	8.4
9 +	32	384	9.6

Text Amendment

Unalaska City Code requires ordinances to have two readings and one public hearing with the City Council prior to a decision. Staff has prepared the text amendment, with new language underlined and deleted language shown with ~~strike thru~~. This text change is not complicated and only affects two sections: Section 3.56.020 Recruitment and Appointment and Section 3.56.040 Leave.

§ 3.56.020 RECRUITMENT AND APPOINTMENT.

Executive positions by their nature and complexity are not subject to the normal procedures of recruitment and selection applicable to classified service positions. The City Manager may utilize any appropriate recruitment and referral sources and techniques, including, but not limited to: negotiating the amount of leave for an experienced candidate so it is attractive to a candidate that would be leaving a position with significantly more leave; offering a lump sum payment of a hiring bonus not to exceed \$10,000 less applicable withholdings to obtain the highest caliber employees for these positions and may appoint whomever the City Manager has determined can best discharge the duties of an executive position at their discretion. Any lump sum payment shall be contingent on agreement of the employee to reimburse the full amount of the incentive payment if the employee resigns before the employee’s first anniversary date.

§ 3.56.040 LEAVE.

~~—The provisions of Chapter 3.52 shall govern leave for executive employees.~~

Chapter 3.56 Executives is included with this report as Attachment 1. The amendment eliminates Section 3.56.040 Leave and its cross reference to Section 3.52.010. Section 3.56.020 Recruitment and Appointment will add personal leave as a negotiable recruitment tool for the City Manager to use while negotiating employment offers for experienced executive candidates.

ALTERNATIVES: Council may adopt, amend or reject Ordinance 2023-08.

FINANCIAL IMPLICATIONS:

LEGAL:

PROPOSED MOTION: I move to adopt Ordinance 2023-08...

STAFF RECOMMENDATION: Staff recommends adoption of this amendment.

CITY MANAGER COMMENTS: I support this amendment.

One (1) attachment

ATTACHMENT 1:

CHAPTER 3.56: EXECUTIVES

Section

- 3.56.010 Classification
- 3.56.020 Recruitment and appointment
- 3.56.030 Compensation
- 3.56.040 Leave
- 3.56.050 Dismissal, demotion and suspension
- 3.56.060 Demotion upon request
- 3.56.070 Exception to rules
- 3.56.080 Severance pay
- 3.56.090 Resignation

§ 3.56.010 CLASSIFICATION.

Executive positions shall be included in the classification plan and allocated to an executive pay level as defined in the pay plan. Should the City Manager reassign the duties of an executive position in such a manner as to necessitate placement at a higher or lower executive pay level, such action shall require approval of the City Council.

§ 3.56.020 RECRUITMENT AND APPOINTMENT.

Executive positions by their nature and complexity are not subject to the normal procedures of recruitment and selection applicable to classified service positions. The City Manager may utilize any appropriate recruitment and referral sources and techniques, including, but not limited to: negotiating the amount of leave for an experienced candidate so it is attractive to a candidate that would be leaving a position with significantly more leave; offering a lump sum payment of a hiring bonus not to exceed \$10,000 less applicable withholdings to obtain the highest caliber employees for these positions and may appoint whomever the City Manager has determined can best discharge the duties of an executive position at their discretion. Any lump sum payment shall be contingent on agreement of the employee to reimburse the full amount of the incentive payment if the employee resigns before the employee's first anniversary date.

(Am. Ord. 2006-22, passed 12-12-06; Am. Ord. 2019-10, passed 9-10-19)

§ 3.56.030 COMPENSATION.

(A) Executive positions are assigned to an executive pay level based on the relative responsibility of the position.

(B) Executive employees shall be evaluated annually. The employee's performance must be rated at least satisfactory in order to be eligible for consideration of a wage increase on July 1 (or as otherwise provided for as defined in § [3.40.080](#) following the annual evaluation. The granting of an annual wage increase is a merit increase based on performance and not an automatic longevity increase. Merit wage increases for executive employees shall be provided only if the City Council by non-code ordinance adopted during consideration of the annual budget has authorized merit wage increases. Said increases shall be limited to the amount provided by the City Council. When an executive employee reaches the maximum pay rate in their pay range or if the percentage increase granted to other employees who are still within their pay ranges will cause the executive employee to reach or exceed the maximum pay rate in their pay range, merit increases equal to one-half the percentage increase granted to other employees who are still within their pay ranges may be granted annually on July 1. During the first year of employment, an executive employee will be advanced to a higher pay level on the July 1 following the date of hire only if the employee's date of hire is before April 1.

(C) With the exception of a hiring bonus, cost of living adjustments, merit increases, and travel allowance authorized by City Council, bonuses and special merit awards are not available to executive employees.

(D) The negotiated salary and any hiring incentive for executive employees shall be reported to the City Council upon the acceptance of the offer letter.

(Am. Ord. 99-01, passed 3-9-99; Am. Ord. 2006-22, passed 12-12-06; Am. Ord. 2019-10, passed 9-10-19)

~~§ 3.56.040 LEAVE.~~

~~—The provisions of [Chapter 3.52](#) shall govern leave for executive employees.~~

§ 3.56.050 DISMISSAL, DEMOTION AND SUSPENSION.

(A) Employees occupying an executive position are appointed by the City Manager, and serve at the Manager's discretion. The City Manager may dismiss, demote or suspend any employee occupying an executive position for any reason with or without just cause.

(B) Any dismissal, demotion or termination of an executive employee without cause will be taken only after first placing the executive employee on paid leave for a period of up to five days during which time the City Manager shall consult with the City Attorney and any dismissal, demotion or termination with cause will be taken only after: 1) provision of a written statement of reasons for termination with cause to the executive employee at least five (5) days before the effective date of termination; and 2) consultation with the City Attorney and City Council in executive session with the City Manager present unless the executive employee requests a public discussion. The executive employee will be provided an opportunity to respond to the statement of reasons both in writing and in person either in a public session or an executive session at the employee's option. The final decision on dismissal of an executive employee will be made by the City Manager.

(C) An executive employee who is demoted to a classified service position shall serve a probationary period.

(Am. Ord. 99-01, passed 3-9-99; Am. Ord. 2019-10, passed 9-10-19)

§ 3.56.060 DEMOTION UPON REQUEST.

An executive employee who previously held status in the classified service and who requests demotion, may be placed in a vacant classified position at the same or a lower level position than the one in which status was previously held.

§ 3.56.070 EXCEPTION TO RULES.

The requirements of this chapter apply fully to all executive employees and are the only rules, other than the sections listed in § 3.04.040, which apply to executive employees except as otherwise provided by this title.

(Am. Ord. 2019-10, passed 9-10-19)

§ 3.56.080 SEVERANCE PAY.

(A) An executive employee who is dismissed without just cause shall receive severance pay in an amount up to 12 weeks of the executive employee's pay rate at the time of dismissal.

(B) The City Manager shall report all instances in which severance pay is granted to the City Council in a public document.

(Am. Ord. 99-01, passed 3-9-99; Am. Ord. 2019-10, passed 9-10-19)

§ 3.56.090 RESIGNATION.

(A) An executive employee who desires to resign shall give at least 30 days written notice to the City Manager.

(B) An executive employee may withdraw their resignation only with the approval of the City Manager.

CITY OF UNALASKA
UNALASKA, ALASKA

RESOLUTION 2023-33

A RESOLUTION OF THE UNALASKA CITY COUNCIL ACKNOWLEDGING THE CLOSURE
AND COMPLETION OF VARIOUS CAPITAL PROJECTS AND PURCHASES

WHEREAS, Unalaska City Code Section 6.12.050(B) states: All appropriations lapse at the end of the budget year to the extent that they have not been expended or lawfully encumbered, except an appropriation for capital improvements or projects which shall not lapse until the purpose of the appropriation has been accomplished or abandoned; and

WHEREAS, the City of Unalaska has numerous capital projects and purchases which are deemed to be complete; and

WHEREAS, combined together, all projects deemed complete are under budget; and

WHEREAS, any unused monies in completed projects will be returned to the appropriate fund.

NOW THEREFORE BE IT RESOLVED that the Unalaska City Council acknowledges that the capital projects and purchases as outlined on the attached list are deemed complete for their intended purpose.

PASSED AND ADOPTED by a duly constituted quorum of the Unalaska City Council on August 8, 2023.

Vincent M. Tutiakoff, Sr.
Mayor

ATTEST:

Estkarlen P. Magdaong
Acting City Clerk

MEMORANDUM TO COUNCIL

To: Mayor and City Council Members
From: Scott Brown, Public Works Director
Through: William Homka, City Manager
Date: August 8, 2023
Re: Resolution 2023-33: Acknowledging the closure and completion of various capital projects and purchases

SUMMARY: With adoption of this resolution, Council acknowledges that various capital projects and purchases are being closed out of the Capital Budget as of June 30, 2023. Periodically staff reviews capital projects and if a project is complete or no longer feasible, staff makes a recommendation to close that project. This recommendation includes projects in several funds and the projects are listed by fund.

PREVIOUS COUNCIL ACTION: Council reviews and acknowledges the closure of various capital projects annually.

BACKGROUND: UCO 6.12.050 (B) states that “All appropriations lapse at the end of the budget year to the extent that they have not been expended or lawfully encumbered, except an appropriation for capital improvements or projects which shall not lapse until the purpose of the appropriation has been accomplished or abandoned.”

DISCUSSION: Periodically, staff evaluates active capital projects to determine if the project is complete or should be closed for other reasons. The attached list includes six projects recommended for closure.

ALTERNATIVES: 1) Accept staff recommendations to close identified capital projects by adopting Resolution 2023-33; or 2) Leave one or more projects open for additional work.

FINANCIAL IMPLICATIONS: All funds were completely expended, there are no unused monies to return in this round of project closures.

LEGAL: None

STAFF RECOMMENDATION: Staff recommends approval.

PROPOSED MOTION: I move to adopt Resolution 2023-33.

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

Resolution 2023-33 Closing Completed Capital Projects

Project Number	Governmental	Budget	Project Costs To Date	Under/(Over)	Return to General Fund	Return to Spec. Revenue Fund 1% Sales Tax	Return to Other	Return to Proprietary Fund	
	Public Works								
PW23A	DDC CONTROLS UPGRADE (GF Buildings)	141,323.00	141,323.00	-					
	Education								
SS23A	DDC CONTROLS UPGRADE (Schools)	97,838.00	97,838.00	-					
		239,161.00	239,161.00	-					
	Enterprise Funds								
	Electric								
EL23A	DDC CONTROLS UPGRADE (Powerhouse)	33,112.00	33,112.00	-					
		33,112.00	33,112.00	-				Total Electric	\$0.00
	Water								
WA23A	DDC CONTROLS UPGRADE (Pyramid WTP)	24,811.00	24,811.00	-					
		24,811.00	24,811.00	-				Total Water	\$0.00
	Wastewater								
WW23A	DDC CONTROLS UPGRADE (WWTP)	28,272.00	28,272.00	-					
		28,272.00	28,272.00	-				Total Wastewater	\$0.00
	Airport								
AP23A	DDC CONTROLS UPGRADE (Airport)	22,280.00	22,280.00	-					
		22,280.00	22,280.00	-				Total Airport	\$0.00
								Total Proprietary	\$0.00
	City Total	347,636.00	347,636.00	-	\$0.00	\$0.00	\$0.00		

CITY OF UNALASKA
UNALASKA, ALASKA

RESOLUTION 2023-35

A RESOLUTION OF THE UNALASKA CITY COUNCIL APPROVING A 30-YEAR TIDELAND LEASE AGREEMENT BETWEEN THE CITY OF UNALASKA AND THE OUNALASHKA CORPORATION, FOR TRACT A-2 OF UNALASKA TIDELANDS SURVEY NO.103

WHEREAS, the City of Unalaska is the owner of Unalaska tideland Tract A-2 of Unalaska Tidelands Survey No.103, containing 2.19 acres, more or less, according to the Survey Plat recorded in the Aleutian Islands Recording District as Plat 2013-39; and

WHEREAS, Ounalashka Corporation, desires to lease Tract A-2 of UTS No.103, for a 30-year period to provide storage space in support of Trident's new facility construction and future needs; and

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

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

NOW THEREFORE BE IT RESOLVED that the Unalaska City Council approves the tideland lease between the City of Unalaska and the Ounalashka Corporation for Tract A-2 of Unalaska Tidelands Survey No.103, with the lease rate amount starting at 10% of the appraised value and reviewed every 5 years in accordance with the City Manager Regulations for Tideland Leasing.

PASSED AND ADOPTED by a duly constituted quorum of the Unalaska City Council on August 8, 2023.

Vincent M. Tutiakoff, Sr.
Mayor

ATTEST:

Estkarlen P. Magdaong
Acting City Clerk

MEMORANDUM TO COUNCIL

To: Mayor and City Council Members
From: Thomas Roufos, Associate Planner
Through: William Homka, City Manager
Date: August 8, 2023
Re: Ordinance 2023-35: Approving a 30-year Tideland Lease Agreement between the City of Unalaska and the Ounalashka Corporation, for Tract A-2 of Unalaska Tidelands Survey No. 103

SUMMARY: A tideland lease between the City of Unalaska and the Ounalashka Corporation (OC) has been drafted and is being processed in accordance with City code and policies. City Council approval is required for the lease because the term is greater than five years. Staff recommends approval of Resolution 2023-35.

PREVIOUS COUNCIL ACTION: None.

BACKGROUND: OC submitted an application in June for a previously unleased tideland. This lease application is for a 2.19-acre parcel of City-owned tideland known as Tract A-2 of Unalaska Tideland Survey (UTS) 103. OC was the upland owner, and as such, no notification of adjacent owners was needed.

Pursuant to UCO 7.12.020, no lease shall be for a term of more than thirty years unless the City Council determines from the purpose of the lease or the nature of improvements that a longer term would benefit the City. A lease having a term of greater than five years shall first be approved by the City Council. Any renewal period or option to renew the lease period shall be included in the term of the lease in computing the five-year period of time.

DISCUSSION: OC submitted an application to lease approximately 2.19 acres of UTS 103 (Plat 2013-39). This parcel is currently undeveloped and sits between the City's AML/Lynden lease area and the future Trident site. OC then intends to sublease the parcel to Trident for fill in support of their construction efforts and future use.

OC has provided proof of insurance, meeting all insurance requirements as identified in the lease agreement. Additionally, as described in the tideland lease regulations, a performance bond based on 5% of the estimated value of the existing improvements will need to be provided to the city prior to the signing the agreement.

Army Corps of Engineers permits have been acquired for fill. Due to the nature of construction timelines, the area is already approved for fill in order to maintain the flow of construction at Trident's site. The appraisal was ordered on a rush basis in order to support construction deadlines, and the associated costs will be recovered in the first rental payment.

All other required permits will need to be obtained by prior to any new development. Additionally, required building permits will need to be obtained from the Department of Public Works. No construction will be permitted by the City until documentation is provided to verify that these permits have been issued, as noted in the lease agreement.

The City Manager Regulations for Tidelands recommend lease terms of 30 years. This application seeks a 30 year term.

City regulations and policies establish the annual lease rate to be 10% of the property's value. MacSwain Associates, LLC appraised the property value at \$60,000 so the annual rent will be \$6,000. Tideland policies require reappraisal every 5 years to determine if any rent adjustments are required. The 30 year value of this lease is \$180,000 plus any five-year rate adjustments. The first payment will include the cost of the appraisal and any taxes resulting from the property rental.

ALTERNATIVES: If the City Council finds that it is not in the best interest of the City to approve Resolution 2023-35 as is, it may alternatively grant the lease agreement for less than 30 years, or reject the lease application altogether.

FINANCIAL IMPLICATIONS: The lease value is \$180,000 over 30 years. Reappraisals every five (5) years can increase the rent and property tax revenue is earned atop the lease. Reappraisal costs are split between the lessor and lessee.

LEGAL: The lease was developed in consultation with the City Attorney.

STAFF RECOMMENDATION: Staff recommends adoption of Resolution 2023-35.

PROPOSED MOTION: I move to adopt Resolution 2023-35.

CITY MANAGER COMMENTS: I support staff's recommendation.

ATTACHMENTS: Proposed lease

CITY OF UNALASKA
TIDELAND LEASE AGREEMENT
FOR CITY OWNED TIDELANDS
UTS 103, Tract A-2

This Lease Agreement is made and entered into this ___ day of _____, 2023, between the City of Unalaska, a first-class Alaska municipal corporation (“Lessor”), whose address is P.O. Box 610, Unalaska, Alaska 99685, and Ounalashka Corporation (“Lessee”), whose address is P.O. Box 149, Unalaska, Alaska 99685.

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

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

Tract A-2 of Unalaska Tideland Survey No. 103, containing 2.19 acres, more or less,
according to the survey plat recorded in the Aleutian Islands Recording District, on
December 9, 2013, as plat number 2013-39

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

- A. Easements, rights of way and reservations of record.
- B. The rights of the public to access tidelands under the Alaska Constitution.
- C. The rights of the public to access tidelands under the Public Trust Doctrine

1. Term. (a) The term of this Lease shall be for a period of 30 years, commencing on the 1st day of August, 2023 and ending on the 31st day of July, 2053, unless sooner terminated as herein provided.

(b) Lessee may terminate this Lease prior to the end of the Term by providing written

notice of termination 30 days prior to the termination together with payment of an early termination fee equal to 20% of the annual Rent for the year in which such notice is given multiplied by the number of full years then remaining in the Term.

2. Rent. The Lessee shall pay to the Lessor the following rent (“Rent”) for the Parcel: equal annual payments, in advance, on or before the 10th day of the first month of the period of said rental term at the rate of six thousand dollars (\$6,000.00) for the 2.19 Acre Parcel per annum, such annual rental payments to be subject to adjustment in accordance with Paragraph 3 of this Agreement.

The cost of the reappraisal used to calculate this lease rate was \$9,000, originally paid for by the City. The Lessee shall pay the Lessor the following reimbursement for the Initial Appraisal of the Parcel: on or before the 10th day of the first month of the period of said rental term at the rate of nine thousand dollars (\$9,000.00).

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

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

4. Payment of Rent. Rent payments shall be made payable to the City of Unalaska and delivered to the City of Unalaska Finance Department, P.O. Box 610, Unalaska, Alaska 99685, or to any other address which Lessor may designate in writing.
5. Interest on Delinquent Payments. All unpaid rents and fees shall accrue interest at the rate of ten and one-half per cent (10.5%) per annum beginning thirty (30) days after payment is due.
6. Use of Parcel. The Lessee shall use and occupy the Parcel in compliance with all applicable laws, regulations, ordinances and orders which a public authority has promulgated or may promulgate, including those of a building or zoning authority and those relating to pollution and sanitation control and those relating to City of Unalaska sales taxation . The Lessee shall not permit any unlawful occupation, business, or trade to be conducted on the Parcel. The Lessee shall properly locate itself and its improvements on the Parcel, and shall not commit waste of the Parcel, whether ameliorated or otherwise. Notwithstanding such laws, regulations, ordinances and orders, the Lessee shall maintain the Parcel in a reasonably neat and clean condition, and take all prudent precautions to prevent or suppress pollution of the ground, surface water, air, or land, and to

prevent erosion or destruction of the land.

7. Improvements. The Lessee may make permanent improvements to the Parcel permitted by applicable law. Improvements shall be made to the leased tideland within 2 years of the signing of the lease, or lease may be revoked. The Lessee must within 90 days of completion of any such improvements including, but not limited to, structural improvements, clearing, leveling, excavation, and backfill, file with the Lessor adequate and reasonable documentation of such improvements, setting forth all applicable costs and quantities. Failure to provide such documentation may result in a loss of credit to the Lessee for such improvements when the original condition of the Parcel is determined for reappraisal purposes under Paragraph 3 hereof.
8. Encumbrance of Parcel. The Lessee, during the term of this Lease, shall not encumber or cloud the Lessor's reversionary interest in the Parcel, without the prior written consent of the Lessor, which shall not be unreasonably withheld; and any such act or omission, without the prior written consent of the Lessor, shall be voidable by the Lessor.
9. Notices of Non-responsibility and Completion. Prior to commencing any improvements on the Premises costing more than twenty thousand dollars (\$20,000.00), individually or in the aggregate, Lessee shall obtain from Lessor and duly post and record an appropriate notice of Lessor's non-responsibility for such Improvements, pursuant to the requirements of AS 34.35.065 or its successor. Lessee shall, upon the completion of any improvements to the Property, promptly give and record an appropriate notice of completion respecting all such Improvements, pursuant to the requirements of AS 34.35.071 or its successor.
10. Assignment of Lease and Sublease of Parcel. The Lessee may not assign this Lease or sublet the Parcel, without the prior written consent of the Lessor, which shall not be unreasonably withheld. No assignment of this Lease shall be approved until the assignee agrees to be subject to and governed by the provisions of this Lease in the same manner as the original Lessee to the extent that they may be applicable to the sublease except for the payment of Rent and other monetary obligations. No such assignment or sublease will be effective until approved by the Lessor in writing or shall annul the Lessee's obligation to pay the rent herein required for the full term of this Lease. Except as permitted by the Lessor, no subdivision of the Lessee's leasehold interest, including any exposed airspace thereon, shall occur.
11. Denial of Warranty Regarding Conditions. The Lessor neither makes any warranty, express or implied, nor assumes any liability whatsoever, regarding the natural, social, economic, or environmental conditions of the Parcel, including, without limitation, the soil, water and drainage conditions, natural or artificial hazards, and the profitability or fitness of the Parcel for any use.

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

12. Agreement to Terms of Lease. The Lessor and the Lessee agree and recognize that each of the covenants and conditions in this Lease and any attachments thereto are merged and incorporated into this agreement and shall be binding upon themselves and upon their respective successors, successors in interest and assigns and shall inure to their benefit. The Lessor and the Lessee further agree and recognize that this Lease shall be conditioned upon satisfactory performance by the Lessor and the Lessee of all covenants and conditions contained herein.
13. Payment of Taxes and Assessments. The Lessee shall pay as additional rent all real property taxes and assessments lawfully levied upon the Parcel during the term of the Lease.
14. Utilities and Services. Lessee shall, at its expense, procure and timely pay for all services and utilities and hook-ups therefore which are necessary or appropriate for its operation or use of the Parcel.
15. Easements. Lessor reserves the right to make grants to third parties or reserve to the Lessor easements through, on or above the Parcel for the purpose of providing water, sewer or electric services to the Parcel or to adjacent properties, or for the purpose of providing reasonable public access to public waters, provided that no such easement or may be granted or reserved which unreasonably interferes with the Lessee's use of the Parcel.
16. Condemnation of Leasehold Improvements. If the whole or any part of the Parcel is taken by any authorized body or person vested with the power of eminent domain, by negotiation, court action, or otherwise, the following provisions control:
 - (a) If all of the Parcel is taken by condemnation, this Lease and all rights and obligations of the Lessee will immediately terminate, and the rent will be adjusted so that it is due only until the date the Lessee is required to surrender possession of the Parcel. The Lessor is entitled to all the condemnation proceeds, except that the Lessee will be paid the portion of the proceeds attributable to relocation costs or to improvements located on the Parcel.
 - (b) If the taking is of a substantial part of the Parcel, the following rules apply:
 - (1) If the taking reduces the ground area of the Parcel by at least 30 percent or materially affects the use being made by the Lessee of the Parcel, the Lessee has the right to elect to terminate or not to terminate this Lease by written notice to the Lessor not later than 180 days after the date of taking.
 - (2) If the Lessee elects to terminate this Lease, the provisions in (a) of this subsection govern the condemned portion of the Parcel and the terms of the Lease govern disposal of the remainder if any.
 - (3) If the Lessee elects not to terminate, the Lease continues and the Lessor is entitled to the full condemnation proceeds, except the Lessee will be paid the portion attributable to relocation costs or to improvements located on Parcel. Except as it may be adjusted from time to time under the terms of this Lease, rent for the balance of the term will be equitably adjusted by the Lessor to reflect the taking.

- (c) If the taking by condemnation reduces the ground area of the Parcel by less than 30 percent and the Lessee's use of the Parcel is not materially affected, the provisions of (b)(3) of this subsection will govern.

17. Access. The Lessor makes no representations or warranty that it will construct or maintain access to the Parcel.
18. Valid Existing Rights. This Lease is entered into and made subject to all valid existing rights, including easements, rights-of-way, reservations, or other interests in land of record on the date of execution of this Lease.
19. Inspection. The Lessor shall have reasonable access to the Parcel for purposes of inspection regarding the faithful performance by the Lessee of the covenants and conditions of this Lease and for the performance of other lawful requirements.
20. Mineral Reservations. The Lessor hereby expressly saves, excepts, and reserves out of the grant hereby made, unto itself, its lessees, successors, and assigns forever, all oils, gases, coal, ores, minerals (other than sand, gravel and rock), fissionable materials, geothermal resources, and fossils of every name, kind or description, and which may be in or upon said lands above described, or any part thereof, and the right to explore the same for such oils, gases, coal, ores, minerals (other than sand, gravel and rock), fissionable materials, geothermal resources, and fossils. The Lessor also hereby expressly saves and reserves out of the grant hereby made, unto itself, its lessees, successors, and assigns forever, the right to enter by itself, its or their agents, attorneys, and servants upon said lands, or any part or parts thereof, at any and all times, for the purpose of opening, developing, drilling and working mines or wells on these or other lands and taking out and removing therefrom all such oils, gases, coal, ores, minerals (other than sand, gravel and rock), fissionable materials, geothermal resources, and fossils, and to that end it further expressly reserves out of the grant hereby made, unto itself, its lessees, successors, and assigns forever, the right by its or their agents, servants and attorneys at any and all times to erect, construct, maintain, and use all such buildings, machinery, roads, pipelines, power lines, and railroads, sink such shafts, drill such wells, remove such soil, and to remain on said lands or any part thereof for the foregoing purposes and to occupy as much of said lands as may be necessary or convenient for such purposes, hereby expressly reserving to itself, its lessees, successors, and assigns, as aforesaid, generally all rights and power in, to and over said land, whether herein expressed or not, reasonably necessary or convenient to render beneficial and efficient the complete enjoyment of the property and rights hereby expressly reserved.

Provided, however, that no rights reserved hereunder shall be exercised by the Lessor or its subsurface lessees, until provision has been made by the Lessor or its subsurface lessees to pay to the Lessee of the land upon which the rights are herein reserved, full payment for all damages and losses sustained by said Lessee by reason of entering upon said land; and provided further that, if the Lessee for any cause whatever refuses or neglects to accept such damage or loss payment, the Lessor or its subsurface lessees, or any applicant for a subsurface lease, contract or option from the Lessor or its subsurface lessee for the purpose of exploring for or extracting valuable minerals (other than sand, gravel and rock), coal, petroleum, natural gas, or geothermal resources shall have the right, after posting an adequate surety bond for the Lessee, as the obligee, issued by a

corporation qualified to do business in Alaska and licensed to sell insurance in Alaska, or after posting for the Lessee, as the obligee, an adequate bond executed by one or more individual sureties approved by the Lessee and after due notice and an opportunity to be heard, to exercise rights granted to it for reasonable use of the surface required for the full enjoyment of the reserved subsurface rights which it holds. Each surety bond shall be sufficient in amount and security to secure the affected rights of the Lessee, and the Lessee and the Lessor or its subsurface lessee shall have the standing which may be necessary to seek a determination of the damages and losses which the Lessee may suffer, and the security appropriate to hold the Lessee harmless in relation thereto.

21. Appropriation or Disturbance of Waters. During the term of this Lease, the Lessee shall have the right to apply for an appropriation of ground or surface water on the Parcel in accordance with the Alaska Water Use Act. All water applied for and appropriated during the term of this Lease shall remain appurtenant to the Parcel during said term, and such water and water rights shall not be severed or transferred from the Parcel or any part thereof during said term without the prior consent of the Lessor. The Lessee's rights under any permit or certificate of appropriation shall revert to the Lessor upon termination of the Lease or forfeiture of the Lease for cause.
22. Acquisition of Rights or Interests. Any right or interest acquired during the term of this Lease and accruing to the benefit of the Parcel shall remain appurtenant to the Parcel during that term, and shall not be severed or transferred from the Parcel without the prior consent of the Lessor. In the event of termination or forfeiture of this Lease, any such right or interest shall revert to the Lessor along with the Parcel.
23. Land Alterations Due to Natural or Artificial Causes. The Parcel described herein shall constitute the entire Parcel of property to be leased by the Lessor to the Lessee pursuant to this agreement. If, through natural or artificial causes, accretion or reliction of land occurs on property contiguous to the Parcel that is owned by the Lessor, the Lessee shall have no right to occupy or use such contiguous property unless a separate lease is entered with the Lessor with respect to such property. The parties agree and stipulate that the rules of law usually applicable to accretion or reliction of land shall not apply to this Lease, nor to the Parcel leased hereunder, in order that the parties may give effect to the provision agreed upon herein.
24. Environmental Indemnification. If any hazardous substances are released or discharged on or from the Parcel to, on or about the Parcel or other properties, including, but not limited to, the surface or subsurface waters adjacent to the Parcel during the term of this Agreement, Lessee shall indemnify, defend, and hold Lessor harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses, including, but not limited to, costs incurred in connection with any investigation of site conditions or any cleanup, remediation, removal, or restorative work required by any federal or state agency due to the presence of hazardous substances in the soil or groundwater on or under the Parcel or other affected properties, whether such losses arise during or after the term of this Agreement, but only to the extent that such release or discharge is not caused by the fault of Lessor or its agents, representatives, contractors or employees.
25. Lease Subject to Public Trust. This Agreement is subject to the principles of the Public Trust

Doctrine.

26. Hazardous Substances. Lessor represents and warrants to Lessee that, to the best of its information, knowledge and belief, no hazardous substances have been released, discharged or spilled on the Parcel; however, Lessor does not represent, warrant or guarantee that this is necessarily the case. Otherwise, Lessor has made no express or implied representations or warranties to Lessee with respect to the release, discharge or spillage of any hazardous substances in, on or about the Parcel. Lessee hereby releases and discharges Lessor, its affiliates and all of their respective past, present and future officials, employees, agents, attorneys, insurers and representatives, with prejudice, from any and all claims, obligations or liabilities which have arisen, resulted from or are based upon, or may in the future arise out of, result from or be based upon, in whole or in part, the past release, discharge or spill of any hazardous substances or other environmental pollution in, on or about the Parcel, regardless of whether such claim, obligation or liability, or the type or extent thereof, is now known or foreseeable; provided, however, that such release and discharge shall be inapplicable to claims, obligations and liabilities that are based upon a material breach of the representations and warranties made by Lessor in this Agreement.
27. Definition of Hazardous Substance. Hazardous substance, as such term is used in this Agreement, includes: (a) (1) crude oil, (2) petroleum, (3) diesel fuel, (4) marine fuel, (5) heating oil, (6) gasoline, (7) motor oil, (8) kerosene, (9) aviation fuel, (10) other petroleum products, additions and derivatives, (11) urea formaldehyde foam insulation, (12) asbestos, and (13) polychlorinated biphenyls; and (b) any other (1) pollutant, (2) contaminant or (3) toxic, flammable, explosive, radioactive, noxious, hazardous, extremely hazardous, dangerous or potentially dangerous waste, material or substance, the response to which or the remediation or removal of which is required, or the manufacture, preparation, production, use, maintenance, treatment, storage, transfer, disposal, handling, processing or ownership of which is restricted, prohibited, regulated or penalized by any federal or state law or regulation as now or hereafter in effect.
28. Spill Prevention. Any fuel or oil stored on the Parcel shall be stored so as to prevent the discharge thereof from entering any ground or surface waters. Lessee shall promptly clean or mop up any fuel or oil spilled on or about the Parcel. If Lessee's use of the Parcel results in hazardous substances being on or about the Parcel, Lessee shall:
- (a) Have materials and equipment available on the Parcel at all times sufficient to contain and clean up any hazardous substance that may reasonably be expected to be spilled on or about the Parcel. A list of said material and equipment shall be provided to Lessor for approval at the request of Lessor which approval shall not be unreasonably withheld. Lessee shall comply with all reasonable requests of Lessor regarding the amount and type of equipment and material to be kept available on the Property to contain and clean up any hazardous substance that may reasonably be expected to be spilled on or about the Property.
 - (b) Prior to commencing operations from any improvement on the Parcel for which a DEC-approved Spill Contingency Plan is required, Lessee shall provide evidence of the existence of such an approved plan in a form acceptable to Lessor.

- (c) Lessor's inspection rights identified in paragraph 24 specifically include the right to inspect the materials indicated as present and stored for purposes of responding to spills of hazardous substances on the Parcel.
29. Erosion Prevention. Lessee shall prevent unwarranted erosion of the Parcel that is caused by Lessee's use or occupancy of the Parcel. Any such erosion shall be repaired in a manner satisfactory to Lessor at Lessee's sole expense.
30. Waiver or Forbearance. The receipt of rent by the Lessor, with or without knowledge of any breach of the Lease by the Lessee, or of any default on the part of the Lessee in the observance or performance of any of the terms, conditions or covenants of this Lease, shall not be deemed to be a waiver of any provision of this Lease. No failure on the part of the Lessor to enforce a condition or covenant of this Lease, nor the waiver of any right hereunder by the Lessor, unless in writing, shall discharge or invalidate the application of such term or covenant; nor shall any forbearance or written waiver affect the right of the Lessor to enforce any term or covenant in the event of any subsequent breach or default. The receipt by the Lessor of rent or any other sum of money, or the termination in any manner of the Lease, or the giving by the Lessor of any notice hereunder to effect such termination, shall not reinstate, continue, or extend this Lease, nor destroy or in any manner or impair the validity of any such notice of termination which may have been given hereunder by the Lessor to the Lessee prior to the receipt of any such sum of money or other consideration, unless the contrary effect shall be expressed in writing and signed by the Lessor.
31. Bankruptcy. In the event Lessee becomes insolvent, makes an assignment for the benefit of creditors, becomes the subject of a bankruptcy proceeding, reorganization, arrangement, insolvency, receivership, liquidation, or dissolution proceedings, or in the event of any judicial sale of Lessee's interest under this Lease, Lessor shall have the right to declare this lease in default.
32. Breach and Remedies.
- (a) Time is of the essence of this Lease. If the Lessee shall materially breach any of the terms, covenants, conditions or stipulations contained in this Lease or attached hereto which are applicable to it, and said breach shall not be completely cured within 60 days after written notice of such breach has been served by the Lessor upon the Lessee and each holder of a security interest in the Lessee's interest under this Lease that has notified the Lessor of such security interest, the Lessee shall be subject to such legal rights and remedies as the Lessor shall have available to it under applicable law, including, but not limited to, the termination of this Lease; provided, however, that no improvements now upon the Parcel, or which may be placed thereon during the term of this Lease, may be removed therefrom during any time in which the Lessee may be in material breach of this Lease. In the event that this Lease is terminated by the Lessor for a material breach by the Lessee of this Lease, all rents paid by the Lessee shall be forfeited to and retained by the Lessor, not as a penalty, but as liquidated damages for such breach. The Lessor shall not be liable for any expenditures made by the Lessee or undertaken by the Lessee under this Lease prior to such termination.
- (b) If the Lessee fails to completely cure a material breach of this Lease by it within the time

allowed in (a) of this paragraph, any holder of a security interest in the Lessee's interest under this Lease who has notified the Lessor of such security interest may cure or remedy such breach if the breach can be cured by the payment of money or, if this cannot be done, by performing, or undertaking in writing to perform, the Lessee's obligations which are the subject of such breach that are capable of performance by the holder. The holder shall act within 60 days from the date of receipt of notice under (a) of this paragraph, or within any additional period which the Lessor may allow for good cause.

- (c) In the event that this Lease is terminated, or in the event that the Parcel is abandoned by the Lessee during the term of this Lease, the Lessor may immediately, or at any time thereafter, enter or reenter and take possession of such Parcel and without liability for any damage therefore, remove all persons and personal properties therefrom, either by summary proceedings or by suitable action at law; provided, however, that the words "enter" and "re-enter" as used herein are not restricted to their technical legal meaning. Any entry or re-entry, possession, repossession, or dispossession by the Lessor, whether taken by summary proceedings or otherwise, shall not be deemed to absolve, relieve, release or discharge the Lessee, either in whole or part, for any monetary liability under the Lease.

33. Disposition of Improvements and Personality After Termination:

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

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

35. Surrender of Leasehold. Upon the expiration or sooner termination of this Lease, the Lessee shall

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

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

The insurance policies must be written by a company or companies that are on the Alaska Division of Insurance's "admitted list" or "surplus lines insurance list". The broker/agent must be licensed to do business in the State and, if surplus lines insurance is provided, the broker must have a surplus broker license.

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

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

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

- (b) Workers' Compensation and the Employer's Liability Coverage. The Lessee shall be covered

with workers compensation insurance and employer's liability insurance in the required statutory amounts.

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

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

To Lessee: Ounalashka Corporation
P.O. Box 149
Unalaska, Alaska 99685

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

38. Integration and Modification. This Lease, including all attachments and documents which by reference are incorporated herein or made a part hereof, contains the entire agreement between the parties hereto.
39. Amendments. This Lease may not be modified or amended except by a document signed by both parties hereto, and any purported amendment or modification shall be without legal effect until reduced to writing and signed by both parties hereto.
40. Severability of Clauses of Lease Agreement. If any clause, or provision, herein contained, shall be adjudged to be invalid or unenforceable, it shall not affect the validity or enforceability of any other clause or provision of this Lease or give any cause of action in favor of either party as against the other.
41. Applicable Law. This Lease shall be governed by the laws of the State of Alaska. The venue for any dispute between the parties shall lie exclusively with the courts for the Third Judicial District for the State of Alaska at Anchorage, or, alternatively, with the United States District Court for the District of Alaska at Anchorage, unless a nonwaivable federal or Alaska law should require to the contrary.

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

Natalie Cale, Interim CEO
Ounalashka Corporation

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

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

NOTARY PUBLIC in and for _____
My Commission Expires: _____

William Homka City Manager
City of Unalaska

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

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

NOTARY PUBLIC in and for _____
My Commission Expires: _____