

**Unalaska Crab, Inc. &
Regular Meeting
Tuesday, September 26, 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
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/81905011863>

Meeting ID: 819 0501 1863 / **Passcode:** 777947

TELEPHONE: Meeting ID: 819 0501 1863 / **Passcode:** 777947

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

UNALASKA CRAB, INC. Board of Directors Meeting Agenda

1. **Call to order**
2. **Roll call**
3. **Adoption of agenda**
4. **Approve Minutes of Previous Meeting** [November 10, 2022](#)
5. [Resolution 2023-01: Authorizing the President of the Corporation to Sign the Regional Landing Requirement Relief Framework Agreement](#)
6. **Adjourn**

UNALASKA CITY COUNCIL AGENDA

1. **Call to order**
2. **Roll call**
3. **Pledge of Allegiance**
4. **Recognition of Visitors**
5. **Oaths of Office**
 - a. Patricia Soule, Finance Director
 - b. Carol Atonio, Police Officer
6. **Adoption of Agenda**
7. **Approve Minutes of Previous Meeting** [September 12, 2023](#)
8. [City Manager Report](#)
9. **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.*
10. **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.*
11. **Public Hearing** *Members of the public may testify about any item set for public hearing. Three-minute time limit per person.*
 - a. [Ordinance 2023-09: Amending Unalaska Code of Ordinances, Title 3 Personnel, Chapter 3.52.010 Personal Leave Accrual Plan](#)
12. **Regular Agenda** *Persons wishing to speak on regular agenda items must sign up with the City Clerk. Three-minute time limit per person.*
 - a. **Unfinished Business**
 - i. [Ordinance 2023-09: 2nd Reading, Amending Unalaska Code of Ordinance, Title 3 Personnel, Chapter 3.52.010 Personal Leave Accrual Plan](#)
 - b. **New Business**
 - i. [Ordinance 2023-10: Creating Budget Amendment #1 to the Fiscal Year 2024 Budget, appropriating \\$252,224 from the General Fund to create the Emergency Cliff Face Stabilization on Ballyhoo Road Project; recognizing Local Support Revenue of \\$13,090.59 in the General Fund and increasing the PCR Operating Budget by \\$13,090.59 for the Senior Exercise Program; and accepting State of Alaska Department of Health HEC Grant for \\$78,500 to fund EMS equipment upgrades and data sharing capabilities with the IFHS clinic](#)
13. **Council Directives to City Manager**
14. **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.*
15. **Adjournment**

UNALASKA CRAB, INC.
MINUTES
November 10, 2022

Annual Meeting

The chair of the meeting, Council Member Alejandro Tungul, called the Annual Meeting of Unalaska Crab, Inc., to order at 6:03 p.m. and made this statement: A quorum for the annual meeting is 20% of the number of voters in the most recent local election. In the October 2022 municipal election there were 483 ballots cast, so a quorum is 97 registered voters. I don't see that many people present tonight. Therefore, we do not have a quorum for this meeting and the annual meeting of Unalaska Crab, Inc. is adjourned at 6:03 p.m.

Board of Directors Meeting Minutes

1. **Call to order.** Tungul called the meeting to order at 6:03 p.m.
2. **Roll call.** Board Members Bell, Looby and Tungul present in person; Board Member Robinson present remotely; and Coleman, Nicholson and Tutiakoff were absent. Quorum established.
3. **Adoption of agenda.** Looby moved to adopt the agenda; second by Bell. There being no objection, the agenda was adopted by consensus.
4. **Approval of minutes.** Looby moved to approve the minutes of the meeting held November 9, 2021; second Bell. There being no objection, the minutes approved by consensus.
5. **Resolution 2022-01:** Election of Officers
Bell moved to adopt UCI Resolution 2022-01; second by Looby.
Looby moved to amend the resolution to add the following names to the Resolution; second by Bell:
 President Vincent M. Tutiakoff, Sr.
 Vice President Dennis M. Robinson
 Secretary/Treasurer Marjie Veeder
Roll call vote: all board members present voted in the affirmative; UCI Resolution 2022-01 unanimously adopted.
6. **Adjourn.** Having completed all items on the agenda, Tungul adjourned the meeting at 6:08pm.

These minutes were approved at the Board of Directors Meeting on September 26, 2023.

Marjie Veeder
Secretary

**UNALASKA CRAB, INC.
RESOLUTION 2023-01**

A RESOLUTION OF UNALASKA CRAB, INC., APPROVING THE REGIONAL LANDING REQUIREMENT RELIEF FRAMEWORK AGREEMENT

WHEREAS, Unalaska Crab Inc. (the Corporation) is the authorized representative for Unalaska, an Eligible Crab Community (ECC) pursuant to the federal regulations generally known as the Crab Rationalization Program; and

WHEREAS, 50CFR 680.4(p) sets forth a process by which holders of an individual fishing quota (IFQ) or individual processing quota (IPQ) in certain crab fisheries (Exemption Applicants) may request a preseason exemption from otherwise applicable geographical restrictions on the delivery or processing of crab; and

WHEREAS, 50CFR 680.4(p)(4)(ii)(B) requires that Exemption Applicants certify that the Exemption Applicant has entered into a framework agreement signed by representatives of the ECC; and

WHEREAS, the Corporation has participated in the process of negotiating a framework agreement and has reviewed a proposed framework agreement for the 2023-2024 crab fishing season, which is intended to comply with 50CFR 680.4(p)(4)(ii) (B); and

WHEREAS, the Corporation finds the terms of the framework agreement acceptable to Unalaska as an ECC.

NOW THEREFORE be it resolved: (1) that Unalaska Crab, Inc., hereby authorizes the President of the Corporation to sign the framework agreement attached to this Resolution; (2) that any changes to the proposed agreement be subject to further review and approval of the Corporation; (3) that any specific provisions be subject to further review and approval of the Corporation; and (4) that any in-season exemptions required by 50CFR 680.4(p)(4)(ii)(B) be subject to further review and approval of the Corporation.

DULY ADOPTED at a meeting of the Board of Directors of Unalaska Crab, Inc., on September 26, 2023.

UNALASKA CRAB, INC.

Vincent M. Tutiakoff, Sr.
President

ATTEST:

Marjie Veeder
Secretary

MEMORANDUM TO COUNCIL

To: Mayor Tutiakoff, and City Council Members
From: Frank Kelty, Fisheries Consultant
Through: Marjie Veeder, Acting City Manager
Date: September 26, 2023
Re: Unalaska Crab, Inc., Resolution 2023-01, approving the Regional Landing Requirement Relief Framework Agreement

SUMMARY: This is the annual renewal of the Regional Landing Requirement Framework Agreement approved annually since the 2012-2013 fishing seasons except for the 2022-2023 season when the Snow Crab and Bristol Bay Red King Crab season were both closed. This agreement defines the general terms and conditions under which an exemption contract may be negotiated and executed among some or all of the Parties; and an Inseason Notice of Exemption' may be filed with the National Marine Fisheries Service (NMFS) pursuant to 50 CFR 680.4(p)(4)(ii)(B), which upon filing, will result in NMFS re-designating the Class A IFQ described in the related affidavit and the IPQ which it is matched as free of any Regional Landing Requirements. This agreement is entered into to enable the Parties to satisfy the affidavit requirements of 50 CFR 680.4(p)(4)(ii)(B).

PREVIOUS COUNCIL ACTION: Unalaska Crab Inc. has:

1. Passed annual Resolutions since the 2012-2013 fishing season approving Regional Landing Requirement Framework Agreements.
2. Adopted Resolution 2012-01 supporting the waiver of invoking the Right of First Refusal on the sale by Westward Seafood's a small amount of St. Matthew Blues King Crab Processor Quota Shares (PQS) to B/N Fisheries Company.
3. Adopted Resolution 2017-01 appointing new officers for Unalaska Crab Inc.
4. Adopted Resolution 2017-02, approving the Right of First Refusal agreements for GKC Holding LLC and Ocean2 Table Alaska LLC with Unalaska Crab Inc.
5. Adopted Resolution 2018-01 supporting the waiver on the Right of First Refusal (ROFR) from Unalaska Crab Inc. supporting the transfer of 163,000 pounds of Brown King Crab to Aleutian Pribilof Island CDQ group.
6. Adopted Resolution 2019-02 approving the 2019-2020 regional framework agreement.
7. Adopted Resolution 2020-01 approving the 2020-2021 regional framework agreement.
8. Adopted Resolution 2021-01 approving the 2021-2022 regional framework agreement.

BACKGROUND: The parties acknowledge that Regional Landing Requirements were included in the Crab Rationalization Program to provide certain Bering Sea and Aleutian Island

communities with protection from adverse economic consequences that could result from changes in crab delivery and processing locations made possible by the Crab Rationalization Program. The parties intend that the regional landing requirements fulfill their purpose under the Crab Rationalization Program, providing the beneficiary communities with crab deliveries and processing activity that promotes stable and healthy fisheries economies. However, the parties acknowledge the circumstances outside of the parties' control could impair IFQ holders from making crab deliveries in the designated region within a commercially reasonable period after crab harvest or could prevent IFQ holders from doing so within the related crab season. The Regional landing Requirements could prevent crab that has been harvested from being delivered alive, resulting in loss of related product value or could prevent crab from being delivered during the regulatory fishing season.

This would not only result in communities failing to receive the benefits of the intended crab deliveries but could also result in the loss of the Bering Sea Aleutian Island Crab resources, which would be inconsistent with the National Standard 1 of the Magnuson – Stevens Act. Further in the absence of an exemption to the Regional Landing Requirements, persons harvesting IFQ crab may have incentives to attempt crab deliveries in unsafe conditions to avoid losing the value of their harvest. The parties therefore wish to define certain terms and conditions under which a person harvesting crab IFQ may obtain relief from an otherwise applicable regional landing Requirement Framework Agreement.

DISCUSSION: The 2023-2024 agreement has no major changes; the current dates and IPQ and IFQ holders name changes, have been updated throughout the document. Other than the above-mentioned changes, the document is the same as the prior version of the agreement.

ALTERNATIVES: The Board of Directors can approve Resolution 2023-01; amend it; choose not to adopt it; or take no action.

FINANCIAL IMPLICATIONS: Declining to be a signatory to the agreement would allow crab deliveries that were exempt from the regional landing requirements and being forced to make deliveries to other southern region communities. This would cause a loss of revenue, employment for processors and support sector businesses, and a loss of tax revenue for the City of Unalaska.

LEGAL: Brooks Chandler, legal counsel for Unalaska Crab Inc. and the City of Unalaska, reviewed the updated version of the framework agreement and has no issues with the minor changes to the agreement. Mr. Chandler has also reviewed Resolution 2023-01 and has no problem with the resolution.

CONSULTANT RECOMMENDATION: I support the passage of Resolution 2023-01.

PROPOSED MOTION: I move to adopt Resolution 2023-01 of Unalaska Crab, Inc.

ATTACHMENTS:

1. Framework Agreement for the 2023-2024 season
2. Signatories to the Framework agreement
3. NMFS Application for Exemption from CR Crab North or South Region Delivery Requirements

FRAMEWORK AGREEMENT

October 15, 2023

This Regional Landing Requirement Relief Framework Agreement (“Framework Agreement”) is entered into by and among Central Bering Sea Fishermen’s Association, Unalaska Crab, Inc., Aleutian Pribilof Island Community Development Association, Kodiak Fisheries Development Association (“Community Representatives”), 57 Degrees North, LLC, Alyeska Seafoods, Inc., APICDA Joint Ventures, Inc., Arctic Sea Holdings LLC, Blue Dutch, LLC, Coastal Villages Region Fund, Norquest Seafoods, Inc., Peter Pan Seafoods, Inc., Quota Share Leasing, LLC, RAS II, LLC, Royal Aleutian Seafoods, Inc., Trident Seafoods Corporation, Westward Seafoods, Inc. (“IPQ Holders”), and Aleutian Islands Cooperative, Coastal Villages Crabbing Cooperative, CPH Association, Dog Boat Cooperative, Inter-Cooperative Exchange, R&B Cooperative and Trident Affiliated Crab Harvesting Corporation (“IFQ Holders”) (each individually, a “Party” and together, the “Parties”) as of October 15, 2023 with respect to the following facts:

RECITALS

A. The Bering Sea and Aleutian Islands Crab Rationalization Program adopted by the North Pacific Fishery Management Council (the “Council”) as Amendments 18 and 19 to the Fisheries Management Plan for the Bering Sea and Aleutian Islands crab fisheries, and implemented through National Marine Fisheries Service (“NMFS”) regulations at 50 C.F.R. 680 (the “Crab Rationalization Program”) includes several regional landing requirements (the “Regional Landing Requirements”). The Regional Landing Requirements stipulate that certain amounts of crab harvested pursuant to Individual Fishing Quota (“IFQ”) issued annually must be delivered in certain regions of the fishery based on historical delivery patterns, and regionally designate “Class A” IFQ and corresponding Individual Processing Quota (“IPQ”) accordingly.

B. The Parties acknowledge that the Regional Landing Requirements were included in the Crab Rationalization Program to provide certain Bering Sea and Aleutian Islands communities with protection from adverse economic consequences that could result from changes in crab delivery and processing locations made possible by the Crab Rationalization Program.

C. The Parties intend that the Regional Landing Requirements fulfill their purpose under the Crab Rationalization Program, i.e., providing the beneficiary communities with crab deliveries and processing activity that promotes stable and healthy fisheries economies. However, the Parties acknowledge that circumstances outside of the Parties’ control could impair IFQ holders from making crab deliveries in the designated region within a commercially reasonable period of time after crab harvests, or could prevent IFQ holders from doing so within the related crab fishing season. Under these circumstances, the Regional Landing Requirements could prevent crab that has been harvested from being delivered alive, resulting in loss of the related product value, or could prevent crab from being delivered during the regulatory fishing season. This would not only result in communities failing to receive the benefit of the intended crab deliveries, but could also result in waste of Bering Sea and Aleutian Islands crab resources, which would be inconsistent with the Crab Rationalization Program’s purposes and National Standard 1 of the Magnuson-Stevens Fishery Conservation and Management Act.

D. Further, in the absence of an exemption to the Regional Landing Requirements, persons harvesting IFQ crab may have incentives to attempt crab deliveries under unsafe or marginally safe conditions, to avoid losing the value of their harvests.

E. The Parties therefore wish to define certain terms and conditions under which a person harvesting crab IFQ may obtain relief from an otherwise applicable Regional Landing Requirement.

AGREEMENT

The Parties agree as follows:

1. Purpose of Agreement. This Agreement defines the general terms and conditions under which an exemption contract may be negotiated and executed among some or all of the Parties and an "Inseason Notice of Exemption" may be filed with NMFS pursuant to 50 CFR 680.4(p)(4)(iii), which, upon filing, will result in NMFS re-designating the Class A IFQ described in the related affidavit and the IPQ with which it is matched as free of any Regional Landing Requirements. This Agreement is entered into to enable the Parties to satisfy the affidavit requirement of 50 CFR 680.4(p)(4)(ii)(B).

2. Eligible Applicants. To be eligible to apply for a regional landing requirement exemption by filing an Inseason Notice of Exemption, a Party must be one of the following, and must have been conducting and be conducting its harvesting and processing operations in a manner consistent with the Fishery Guidelines and Reserve Pool approach (as defined in Section 4, below) then in effect for the Fishery or Fisheries (as defined in Section 2.1, below) for which the exemption is sought, unless the Fishery Guidelines and/or the Reserve Pool Agreement's terms have been waived in accordance with the applicable conditions of Section 5, below:

2.1 IFQ Holders. A person holding regionally designated IFQ for Bristol Bay red King crab ("BBRKC"), Bering Sea snow crab ("BSS"), St. Matthew blue King crab ("SMB"), Eastern Aleutian Islands golden King crab, Western Aleutian Islands red King crab, Pribilof Island blue King crab or Pribilof Island red King crab (each, a "Fishery," and together, the "Fisheries").

2.2 IPQ Holders. A person holding regionally designated IPQ for one or more of the Fisheries.

2.3 Community Representatives.

2.3.1 For communities that hold or formerly held the right of first refusal (“ROFR”) pursuant to 50 CFR 680.41(l), the Eligible Crab Community entity, as defined at 50 CFR 680.2.

2.3.2 For North Region SMB crab processor quota shares (“PQS”) and North Region BSS PQS that was issued without a ROFR, the community representatives for the communities of St. Paul and St. George shall be both the Aleutian Pribilof Island Community Development Association (“APICDA”) and the Central Bering Sea Fishermen’s Association (“CBSFA”), in accordance with 50 CFR 680.4(p)(2)(iii)(B)(2)(i).

3. Fisheries Subject to Agreement. This Agreement establishes the conditions for filing an exemption notice for each of the Fisheries.

4. Actions Taken to Reduce the Need for and Amount of an Exemption. To reduce the need for and amount of a BSS Regional Landing Requirement exemption, the Parties shall adopt annual fishery operational guidelines per Section 4.1, below (the “Fishery Guidelines”) and shall operate under the reserve pool approach described in Section 4.2, below (the “Reserve Pool”). The actions taken to reduce the need for and amount of a Regional Landing Requirement exemption for the crab Fisheries other than the BSS Fisheries shall be developed by the Coordinating Committee (as defined in Section 7, below) from time to time.

4.1 Fishery Guidelines. The Parties holding North region BSS IFQ and IPQ will develop proposed Fishery Guidelines for the BSS Fishery, and will submit them to the Coordinating Committee for review and approval. The Fishery Guidelines will provide general guidance concerning the delivery period for the North region of the BSS Fishery and the types and amounts of harvesting and processing capacity to be employed in the North region of the BSS Fishery, which, absent circumstances outside of the Fishery participants’ control, should enable the Fishery to be conducted without a Regional Landing Requirement exemption being necessary. The Fishery Guidelines will be consistent with the delivery periods and harvesting and processing capacity employed during the 2014-2015 through 2021-2022 seasons of the BSS Fishery, as adjusted to take into account the total allowable catch (“TAC”) for the 2023-2024 BSS Fishery and 2023-2024 BSS market factors.

4.2 Reserve Pool. The Reserve Pool approach set forth in this Section 4.2 establishes a procedure under which North region BSS deliveries are scheduled and made on a basis that reduces the risk that North region ice conditions cause BSS IFQ and IPQ to be stranded, and certain amounts of South Region IFQ and IPQ are reserved to cover frustrated North region deliveries, as set forth below.

4.2.1 As long as the risks associated with delivering in the North region remain acceptable (as determined by vessel masters), on an IPQ holder by IPQ holder basis, reserve pool participants will give North region deliveries priority over South region deliveries.

4.2.2 If the risks associated with delivering in the North region become unacceptable (as determined by vessel masters), South region IFQ will be used first to cover any frustrated North region deliveries, and then used as follows:

4.2.2.1 Immediately following the suspension of North Region deliveries due to adverse conditions, on an IPQ holder by IPQ holder basis, the affected IFQ holder(s) will assign South region IFQ in amounts approximating the remaining balance to be delivered to that IPQ holder (or on its account) in the North region to a “reserve pool.” When all South region IFQ in excess of an IPQ holder’s share of the reserve pool has been delivered, if the North region is still closed to deliveries, the affected IFQ holder(s) and each IPQ holder with whom they are matched may, by mutual agreement, either (i) use such IPQ holder’s share of the South region reserve pool until it has been exhausted or the North region has been re-opened for deliveries, and/or (ii) initiate a request for a Regional Landing Requirement exemption in accordance with Section 5, below, and if it is approved, may deliver North region designated IFQ to the South region for processing.

4.2.2.2 If the North region re-opens during the BSS season, such that there is a reasonable likelihood of delivering a substantial amount of IFQ in the North region prior to season closure, the IFQ holder(s) with remaining North region IFQ will (in consultation with North region IPQ holders) prioritize North region deliveries over South region deliveries. If IFQ holder(s) and an IPQ holder with whom the IFQ holder(s) are matched have been delivering North region IFQ in the South region under an exemption pending such re-opening, they may initiate compensatory landings in the North region.

4.2.2.3 If at any point in time a North region IPQ holder and the North region IFQ holder(s) with whom it is matched conclude in their reasonable discretion that it will not be feasible to make additional landings in the North region in the same crab fishing season, then any remaining balance of such IPQ holder’s and IFQ holder(s)’ compensatory landing obligation will roll over to the following year.

5. Inseason Notice of Exemption Procedure. One or more share-matched IFQ holder(s) and IPQ holder(s) may initiate the request for a Regional Landing Requirement exemption. The determination whether any specific set of circumstances justifies filing an Inseason Notice of Exemption shall be made by the authorized representatives of the “Affected Parties.” For purposes of this Agreement, “Affected Parties” shall mean (i) the community or communities to which the exempted crab would normally be delivered under the regional landing requirements; (ii) the community or communities from which compensatory deliveries would originate; (iii) the IFQ holder(s) whose IFQ would be exempted from otherwise applicable regional landing requirements; and (iv) the IPQ holder(s) whose IPQ would be exempted from otherwise applicable regional landing requirements. No Inseason Notice of Exemption may be filed without the approval of all Affected Parties.

An Inseason Notice of Exemption may not be filed unless and until the Affected Parties determine that each of the following conditions is satisfied or (if permissible) is waived by all Affected Parties.

5.1 Circumstances outside of the Parties' control have resulted in essential crab processing capacity within a designated region becoming inaccessible or unavailable such that there is a risk that the affected IFQ holder(s) will not be able to land all regionally designated crab in such region prior to the end of the crab fishing season.

5.2 If a Regional Landing Requirement exemption is requested for the BSS Fishery, the Fishery Guidelines referenced in Section 4.1, above have been approved by the Coordinating Committee, and the IFQ holder(s) and IPQ holder(s) requesting an exemption have conducted and are conducting their harvesting and processing operations in a manner consistent with such Fishery Guidelines and the Reserve Pool approach described in Section 4.2, above. If a Regional Landing Requirement exemption is requested for a Fishery other than the BSS Fishery, the actions taken to reduce the need for and amount of a Regional Landing Requirement exemption for the Fishery at issue shall be those developed by the Coordinating Committee from time to time, if any.

5.3 The Affected Parties on a processor/IPQ holder by processor/IPQ holder basis have entered into an exemption contract on a processor/IPQ holder by processor/IPQ holder basis that:

5.3.1 Identifies the IFQ amount and IPQ amount, by Fishery, that is subject to the exemption contract;

5.3.2 Describes the circumstances under which the exemption is being exercised;

5.3.3 Specifies the action that the Parties must take to mitigate the effects of the exemption;

5.3.4 Specifies the compensation, if any, that any Party must make to any other Party; and

5.3.5 Specifies any arrangements for compensatory deliveries in that crab fishing year or the following fishing year.

5.4 The Affected Parties may waive one or more of the conditions set forth in Sections 5.1 and 5.2 for good cause shown. If a Party is seeking a waiver of one or more such conditions because it was prevented from satisfying such condition(s) by circumstances outside of its control, such Party must have notified the Affected Parties of such circumstances within ten (10) days of their occurrence. The Affected Parties may not waive the exemption contract requirement set forth in Section 5.3.

6. Mitigating the Effects of an Exemption. The Parties shall take the following actions to mitigate the effects of a Regional Landing Requirement exemption.

6.1 In connection with circumstances involving a BSS Regional Landing Requirement exemption for up to five (5) million pounds of crab, the IFQ and IPQ holders shall make compensatory landings, which for IPQ holders shall be calculated on a processor/IPQ holder by processor/IPQ holder basis by a qualified independent third-party data collector which will yield a ratio of regionally

designated shares for each processor/IPQ holder (regional ratio), in an amount equal, so long as each processor/IPQ holder has the opportunity to seek a portion of the exemption up to its regional ratio, to the amount of crab delivered outside of its originally designated region. Such compensatory landings shall be made during the same crab fishing year that the exemption was obtained and used, or during the following crab fishing year.

6.2 In connection with events involving a BSS Regional Landing Requirement exemption for five (5) million or more pounds of crab, the type and amount of compensation shall be negotiated as part of each individual exemption contract. The compensation may include, but is not limited to, compensatory landings and monetary relief.

6.3 The Coordinating Committee may amend the BSS thresholds set forth in Sections 6.1 and 6.2, above, in particular based on the changing size of the TAC, and may adopt compensation thresholds for other Fisheries from time to time.

7. Coordinating Committee. On or before October 15, 2023, the Parties shall form a "Coordinating Committee," composed of the Parties or their designees, which shall, before the start of the BSS Fishery: (i) approve the BSS Fishery Guidelines per Section 4.1, above; and (ii) amend the thresholds set forth in Sections 6.2 and 6.3, above, as needed; and may, from time to time: (i) specify the actions to be taken by IFQ and IPQ holders to reduce the need for and amount of a Regional Landing Requirement exemption for one or more of the Fisheries other than the BSS Fishery, and (ii) develop compensation thresholds for Fisheries other than the BSS Fishery. Decisions of the Coordinating Committee at any given meeting shall require the consent of all Coordinating Committee members present either in person or on the telephone conference line. The Coordinating Committee may appoint Fishery subcommittees from time to time, and may delegate its authority to such sub-committee(s) as it deems appropriate.

8. Season Extension. If the re-opening of the North region is delayed such that a season closure could prevent additional landings from being made in the North region in the same crab fishing season, the Affected Parties may seek a season extension from the Alaska Department of Fish and Game if the extension could make it feasible to deliver a substantial amount of IFQ in the North region prior to the extended season's closure. A decision to seek a season extension shall require the consent of all Affected Parties.

9. Reporting Requirements. Each IFQ holder that is a party to this Agreement shall prepare a "Regional Delivery Exemption Report" (the "Report") as required under the Crab Rationalization Program regulations. Each IFQ holder shall deliver a copy of its Report to the IPQ holders and community representatives who are party to this Agreement on or before July 15, 2024, and shall deliver a copy of its Report to NMFS on or before July 30, 2024, but no Report shall be submitted to NMFS less than fifteen (15) days after it was delivered to the IPQ holders and community representatives. The Report shall contain all information required by the Crab Rationalization Program regulations, including but not limited to explanations of:

9.1 The amount of IFQ, if any, set aside to reduce the need for, and the amount of, an exemption;

9.2 The mitigation measures employed before submitting an Inseason Notice;

9.3 The number of times an exemption was requested and used;

9.4 The arrangements for any compensatory deliveries, including all compensatory deliveries made during the crab fishing year and any outstanding compensatory delivery obligations for the following crab fishing year;

9.5 Whether the exemption was necessary; and

9.6 Any impacts resulting from the exemption on fishery participants and communities that signed the preseason application.

10. Term and Termination. This Agreement shall take effect as of the date set forth above and shall expire as of midnight, June 30, 2024.

11. Miscellaneous.

11.1 No amendment to this Agreement shall be effective against a Party hereto unless in writing and duly executed by such Party. The Parties agree to amend this Agreement as reasonably necessary to comply with changes in law, and policies and regulations implementing Regional Landing Requirement relief.

11.2 This Agreement shall be governed by and construed in accordance with applicable federal law and the laws of the State of Alaska.

11.3 This Agreement may be executed in counterparts which, when taken together, shall have the same effect as a fully executed original. Delivery of a signed copy of this Agreement by electronic transmission shall have the same effect as delivering a signed original.

11.4 The Parties agree to execute any documents necessary or convenient to give effect to the intents and purposes of this Agreement.

11.5 All notices required to be given under this Agreement shall be deemed given five (5) days following deposit in certified first class U.S. mail, postage prepaid, with the correct address, or upon the first business day following confirmed electronic transmission to the recipient. **Each Party agrees to provide all other Parties with the name, postal address, email address and fax number of its representative(s) for purposes of receiving notices under this Agreement within three (3) days of executing this Agreement.**

11.6 In the event that any provision of this Agreement is held to be invalid or unenforceable, such provision shall be deemed to be severed from this Agreement, and such holding shall not affect in any respect whatsoever the validity of the remainder of this Agreement.

EXECUTED as of the date set forth above.

Community Representatives

CENTRAL BERING SEA FISHERMEN'S ASSOCIATION By: _____ Its: _____	UNALASKA CRAB, INC. By: _____ Its: _____
ALEUTIAN PRIBILOF ISLAND COMMUNITY DEVELOPMENT ASSOCIATION By: _____ Its: _____	KODIAK FISHERIES DEVELOPMENT ASSOCIATION By: _____ Its: _____

Community Representatives for Non-ROFR IPQ

CENTRAL BERING SEA FISHERMEN'S ASSOCIATION By: _____ Its: _____	ALEUTIAN PRIBILOF ISLAND COMMUNITY DEVELOPMENT ASSOCIATION By: _____ Its: _____
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IPQ Holders

57 DEGREES NORTH, LLC By: _____ Its: _____	ALYESKA SEAFOODS, INC. By: _____ Its: _____
APICDA JOINT VENTURES, INC. By: _____ Its: _____	ARCTIC SEA HOLDINGS LLC By: _____ Its: _____
BLUE DUTCH, LLC By: _____	COASTAL VILLAGES REGION FUND By: _____

Its: _____	Its: _____
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IPQ Holders Continued

NORQUEST SEAFOODS, INC. By: _____ Its: _____	PETER PAN SEAFOODS, INC. By: _____ Its: _____
QUOTA SHARE LEASING, LLC By: _____ Its: _____	RAS II, LLC By: _____ Its: _____
ROYAL ALEUTIAN SEAFOODS, INC. By: _____ Its: _____	TRIDENT SEAFOODS CORPORATION By: _____ Its: _____

WESTWARD SEAFOODS, INC. By: _____ Its: _____
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IFQ Holders

ALEUTIAN ISLANDS COOPERATIVE By: _____ Its: _____	COASTAL VILLAGES CRABBING COOPERATIVE By: _____ Its: _____
CPH ASSOCIATION By: _____ Its: _____	DOG BOAT COOPERATIVE By: _____ Its: _____
INTER-COOPERATIVE EXCHANGE By: _____	R&B COOPERATIVE By: _____

Its: _____	Its: _____
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IFQ Holders Continued

TRIDENT AFFILIATED CRAB HARVESTING CORPORATION
By: _____
Its: _____

SIGNATORIES TO 2023-2024 FRAMEWORK AGREEMENT

As of September 8, 2023

Community Representatives

Framework Agreement Party	Signed Agreement	Signed Exemption Application	Designated Representative
Central Bering Sea Fishermen's Association			Heather McCarty
Unalaska Crab, Inc.			Vince M. Tutiakoff, Sr. ¹
Aleutian Pribilof Island Community Development Association			Angel Drobnica ²
Kodiak Fisheries Development Association			Tyler Schmeil ³

IPQ Holders

Framework Agreement Party	Signed Agreement	Signed Exemption Application	Designated Representative
57 Degrees North, LLC			Ray Melovidov
Alyeska Seafoods, Inc.			Sinclair Wilt
APICDA Joint Ventures, Inc.			Angel Drobnica ⁴
Arctic Sea Holdings LLC			Eric Deakin ⁵
Blue Dutch, LLC			Eric Deakin
Coastal Villages Region Fund			Eric Deakin
Kodiak Fisheries Development Association			Tyler Schmeil ⁶
Norquest Seafoods, Inc.			Stefanie Moreland ⁷
Peter Pan Seafood Company, LLC			Steven Minor
RAS II, LLC			Kristian Poulsen ⁸
Royal Aleutian Seafoods, Inc.			Brett Reasor ⁹
Trident Seafoods Corporation			Stefanie Moreland
Westward Seafoods, Inc.			Sinclair Wilt

¹ Email to mayortutiakoff@ci.unalaska.ak.us, with a copy to Frank Kelty at fvkelty@gmail.com, Marjie Veeder at mveeder@ci.unalaska.ak.us and Roxanna Winters at rwinters@ci.unalaska.ak.us.

² With a copy to Luke Fanning at lfanning@apicda.com.

³ With a copy to D. McIntosh at Mundt MacGregor L.L.P. dmcintosh@mundtmac.com.

⁴ With a copy to Luke Fanning at lfanning@apicda.com.

⁵ Email to eric_d@coastalvillages.org with a copy to Paul Wilkins at paul_w@coastalvillages.org.

⁶ With a copy to D. McIntosh at Mundt MacGregor L.L.P. dmcintosh@mundtmac.com.

⁷ With a copy to Kaitlyn Knight, Dean Fasnacht and Ray Nomura.

⁸ We have no email address for K. Poulsen; email to Edward Poulsen at edpoulsen@hotmail.com and Edwardpoulsen@gmail.com.

⁹ Without a copy to Al Mendoza since he retired.

SIGNATORIES TO 2023-2024 FRAMEWORK AGREEMENT

IFQ Holders

Framework Agreement Party	Signed Agreement	Signed Exemption Application	Designated Representative
Aleutian Islands Cooperative			Heidi A. Eriksen-Yocom
Aleutian Pribilof Island Community Development Association			Angel Drobnica ¹⁰
Alternative Crab Exchange			Gretar Gudmundsson
Coastal Villages Crabbing Cooperative			Lorena Rosenberger ¹¹
CPH Association			Kari Toivola ¹²
Dog Boat Cooperative			Edward Poulsen ¹³
Inter-Cooperative Exchange			Jake Jacobsen
R&B Cooperative			Mary Mezich ¹⁴
Trident Affiliated Crab Harvesting Corporation			Stefanie Moreland



¹⁰ With a copy to Luke Fanning at lfanning@apicda.com.

¹¹ With a copy to Paul Wilkins at paul_w@coastalvillages.org.

¹² Send email to Brenda Clutter at brenda@pnwclutter.com; do not copy Kari Toivola.

¹³ With a copy to CaitlinY@alaskaboatcompany.com.

¹⁴ Email to rmezich@comcast.net

	<p>Application for Exemption from CR Crab North or South Region Delivery Requirements</p>	<p>U.S. Department of Commerce NOAA Fisheries Service, Alaska Region Restricted Access Management (RAM) Post Office Box 21668 Juneau, Alaska 99802-1668 (800) 304-4846 toll free / 586-7202 in Juneau (907) 586-7354 fax</p>	
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ALL persons applying for an exemption from regional delivery requirements must submit both Part I and Part II of this application to receive an exemption.

PART I – PRESEASON APPLICATION FOR EXEMPTION																			
<p style="text-align: center;">NMFS must receive the Preseason Application no later than October 15. Submit Part I as a single package with a completed, signed, and dated application from each IFQ Permit Holder, IPQ Permit Holder, and Community Representative that signed the framework agreement.</p>																			
<p style="text-align: center;">Total number of applicants who have signed the Preseason Application: _____</p>																			
<p>IDENTIFY EACH APPLICANT Duplicate this form as needed for each applicant. If this application is completed by an authorized representative, attach documentation.</p>																			
1. Print Name of Applicant	2. NMFS Person ID																		
<p>3. Indicate Type of Applicant (select only one): <input type="checkbox"/> IFQ Permit Holder <input type="checkbox"/> IPQ Permit Holder <input type="checkbox"/> Community Representative</p>																			
<p>4. Identify the CR crab fishery, IFQ amount, and IPQ amount subject to the framework agreement:</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%;"><input type="checkbox"/> Bering Sea snow crab</td> <td style="width: 20%;">Total Amount of IFQ _____</td> <td style="width: 40%;">Total Amount of IPQ _____</td> </tr> <tr> <td><input type="checkbox"/> Bristol Bay red king crab</td> <td>Total Amount of IFQ _____</td> <td>Total Amount of IPQ _____</td> </tr> <tr> <td><input type="checkbox"/> Pribilof red king and blue king crab</td> <td>Total Amount of IFQ _____</td> <td>Total Amount of IPQ _____</td> </tr> <tr> <td><input type="checkbox"/> St. Matthew blue king crab</td> <td>Total Amount of IFQ _____</td> <td>Total Amount of IPQ _____</td> </tr> <tr> <td><input type="checkbox"/> Western Aleutian Islands red king crab</td> <td>Total Amount of IFQ _____</td> <td>Total Amount of IPQ _____</td> </tr> <tr> <td><input type="checkbox"/> Eastern Aleutian Islands golden king crab</td> <td>Total Amount of IFQ _____</td> <td>Total Amount of IPQ _____</td> </tr> </table>		<input type="checkbox"/> Bering Sea snow crab	Total Amount of IFQ _____	Total Amount of IPQ _____	<input type="checkbox"/> Bristol Bay red king crab	Total Amount of IFQ _____	Total Amount of IPQ _____	<input type="checkbox"/> Pribilof red king and blue king crab	Total Amount of IFQ _____	Total Amount of IPQ _____	<input type="checkbox"/> St. Matthew blue king crab	Total Amount of IFQ _____	Total Amount of IPQ _____	<input type="checkbox"/> Western Aleutian Islands red king crab	Total Amount of IFQ _____	Total Amount of IPQ _____	<input type="checkbox"/> Eastern Aleutian Islands golden king crab	Total Amount of IFQ _____	Total Amount of IPQ _____
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<input type="checkbox"/> Eastern Aleutian Islands golden king crab	Total Amount of IFQ _____	Total Amount of IPQ _____																	
AFFIDAVIT																			
<p>Under penalty of perjury, I certify and affirm that—</p> <p><input type="checkbox"/> I have signed a Framework Agreement that specifies all elements required at 50 CFR 680.4(p)(4)(ii)(B).</p> <p><input type="checkbox"/> I have examined the information and the claims provided on this application and, to the best of my knowledge and belief, the information and claims presented here are true, correct, and complete.</p>																			
5. Signature of Applicant	6. Date Signed																		

CITY OF UNALASKA
43 Raven Way - P.O. Box 610
Unalaska, Alaska 99685
TEL (907) 581-1251 FAX (907) 581-1417



CITY OF UNALASKA OATH OF OFFICE

I, Patricia Soule, do solemnly swear that I will honestly, faithfully and impartially perform the duties of Director of Finance for the City of Unalaska in true accord with the Constitution of the United States of America, the laws of the State of Alaska, and the Code of Ordinances of the City of Unalaska.

I take this oath freely, without the least equivocation, mental reservation or self-evasion of mind, whatsoever.

DATED this 26th day of September 2023.

Patricia Soule

ATTEST:

Estkarlen P. Magdaong
City Clerk

CITY OF UNALASKA
43 Raven Way - P.O. Box 610
Unalaska, Alaska 99685
TEL (907) 581-1251 FAX (907) 581-1417



POLICE OFFICER'S OATH OF OFFICE

I **DO** SOLEMNLY SWEAR TO OBEY THE LAWFUL ORDERS OF MY SUPERIOR OFFICER, TO ABIDE BY THE LAW ENFORCEMENT PROFESSIONAL CODE OF ETHICS, TO SUPPORT AND DEFEND THE CONSTITUTION OF THE UNITED STATES AND THE STATE OF ALASKA; AND TO OBSERVE AND UPHOLD THE LAWS OF THE UNITED STATES, THE STATE OF ALASKA, AND THE CITY OF UNALASKA.

I **ACCEPT** AS A CONDITION OF CONTINUED EMPLOYMENT AS A POLICE OFFICER THE REQUIREMENT TO AT ALL TIMES ABIDE BY THE RULES AND REGULATIONS OF THE CITY OF UNALASKA AND THE UNALASKA DEPARTMENT OF PUBLIC SAFETY.

I **AFFIRM** MY ALLEGIANCE TO THE PEOPLE OF THE CITY OF UNALASKA WHO HAVE APPOINTED ME AS GUARDIAN OF THEIR LIVES AND PROPERTY.

I **TAKE** THIS OATH KNOWING FULL WELL THE RESPONSIBILITY OF MY OFFICE, AND I PROMISE TO ACT AT ALL TIMES WITH INTEGRITY, HONESTY, AND HONOR AS A LAW ENFORCEMENT OFFICER, SO HELP ME GOD.

CAROL ATONIO

DATE

ATTEST:

ESTKARLEN P. MAGDAONG
CITY CLERK

Regular Meeting
Tuesday, September 12, 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
City Clerk: Estkarlen P. Magdaong, emagdaong@ci.unalaska.ak.us

MINUTES

1. **Call to order.** Mayor Tutiakoff called the regular meeting of the Unalaska City Council to order on September 12, 2023 at 6:00 p.m.

Tungul read the City's Mission Statement: To provide a sustainable quality of life through excellent stewardship of government.
2. **Roll call.** City Clerk called the roll. The Mayor and all Council Members except Nicholson were present. Mayor announced quorum was established.
3. **Pledge of Allegiance.** Robinson led the Pledge of Allegiance.
4. **Recognition of Visitors.** Mayor thanked the Unalaska Fire Department, EMTs, first responders and clinic personnel for a brief program in commemoration of 9/11. The Mayor acknowledged numerous people attending the meeting.
5. **Awards and Presentations.**
 - a. The Mayor acknowledged the 25-year employment anniversary of Gilbert Chavarria from the Department of Public Works, Vehicle Maintenance Division and the 25-year employment anniversary of Brian Rankin from the Department of Public Works, Roads Division. Director of Public Works, Scott Brown spoke and thanked the two DPW employees for their dedication and service.
 - b. City Clerk administered the Oaths of Office for the newly promoted career Fire Department staff and Fire Chief Ben Knowles introduced each as a family member or friend pinned on their badge:
 - David Gibson, Captain
 - Arianna Morales, Captain
 - Karen Macke, Firefighter
 - Lizzie Tran, Firefighter
6. **Adoption of Agenda.** Coleman moved to adopt the agenda; with a second by Looby. Robinson made a motion to amend the agenda to add travel approval to attend the Alaska Superintendent Association and Alaska Municipal League Joint Meeting on September 27-30, 2023, in Anchorage; with a second by Bell.

Roll call vote on the amendment: Coleman – yes; Bell – yes; Robinson – yes; Tungul – yes; Looby – yes

Motion passed 5-0

Agenda as amended passed unanimously.

7. **Approve Minutes of Previous Meeting.** Tungul moved to approve the proposed minutes of the meeting held August 8, 2023, with a second by Robinson. Hearing no objection, the proposed minutes were approved by consensus.
8. **City Manager Report.** Homka provided an overview of his report and responded to questions from Council.
9. **Community Input & Announcements** were made as follows:
 - a. Roger Blakeley made announcements regarding programs and events at Parks, Culture & Recreation.
 - b. Alyssa McDonald, representing University of Alaska Fairbanks Bristol Bay Campus, announced current courses available and events at the Unalaska Learning Center.
 - c. M. Lynn Crane made announcements of upcoming programs on behalf of Unalaskans Against Sexual Assault & Family Violence.
 - d. Noel Rea, CEO of Iliuliuk Family & Health Services, mentioned that staff passed and completed their onsite Joint Commission Review.
 - e. Robinson mentioned early and absentee voting starts September 13, 2023 at 8:00 a.m.

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

11. **Work Session.** Robinson moved to go into Work Session; second by Tungul. There being no objection, Council began their work session at 6:35 p.m.
 - a. Scott Brown, Director of Public Works presented a Capital Projects Update and responded to Council questions.

Robinson moved to return to regular session; second by Looby.

Council resumed regular session at 7:04 p.m.

12. **Consent Agenda.** Bell requested to remove Resolution 2023-37 from the Consent Agenda and move it to the Regular Agenda for discussion. Robinson made a motion to approve the Consent Agenda; second by Bell.

Roll call vote: Bell – yes; Looby – yes; Robinson – yes; Coleman – yes; Tungul – yes

Motion passed unanimously 5-0 adopting the following items:

- a. Resolution 2023-36: Appointing Judges and Clerks for the regular municipal election on October 3, 2023 and Judges to serve on the Canvass Committee.
- b. Resolution 2023-38: Approving a 20-year land lease agreement between the City of Unalaska and EarthScope Consortium Inc., for a CORS station on a portion of Lot 1, Needle Subdivision, Plat 95-32

13. **Regular Agenda**

- a. J&G Airport Restaurant LLC – Liquor License Application: no action was taken.
- b. Dutch Harbor Cannabis Co. – Marijuana Establishment License Application

Robinson made a motion to submit a conditional protest to the application of Dutch Harbor Cannabis Co., LLC for a retail marijuana establishment in Unalaska, due to the

applicant not securing either a building permit or a business license as required in Unalaska; second by Bell.

Homka provided an overview of the application and answered questions from the Council.

Council discussion.

Assistant City Manager Marjie Veeder answered questions from the Council.

Roll call vote: Looby – no; Bell – yes; Robinson – yes; Tungul – yes; Coleman – no
Motion failed 3-2

- c. Resolution 2023-34: Approving the Vacation of Lavelle Court and combination of Block 1 of Reservoir Hill Subdivision, Plat 92-12, and Block 1-A of Unalaska Pedestrian Pathway, Plat 97-14

Robinson made a motion to adopt Resolution 2023-34; with a second by Tungul.

Homka introduced the resolution and answered questions from the Council.

Council discussion.

Associate Planner, Thomas Roufus responded to questions from Council.

Roll call vote: Coleman – yes; Bell – yes; Looby – yes; Tungul – yes; Robinson – yes

Motion passed 5-0

- d. Ordinance 2023-09: Amending Unalaska Code of Ordinances, Title 3 Personnel, Chapter 3.52.010 Personal Leave Accrual Plan

Tungul moved to introduce Ordinance 2023-09 and schedule it for public hearing and second reading on September 26, 2023; with a second by Coleman.

Homka provided an overview of the ordinance and answered questions from Council.

Council discussion.

Roll call vote: Looby – yes; Coleman – yes; Robinson – yes; Tungul – yes; Bell – yes

Motion passed 5-0.

- e. Travel Approval – North Pacific Fishery Management Council Meeting on October 2-10, 2023 in Anchorage, AK

Robinson made a motion to approve travel for the Mayor and up to three council members to the NPFMC meeting in Anchorage, October 2-10, 2023; second by Coleman.

Council discussion.

(Clerk's Note: There was no amendment on the motion to insert the names of attendees, but Council members Tungul and Robinson along with the Mayor, expressed their interest in attending this meeting before the roll call vote was done.)

Roll call vote: Bell – yes; Tungul – yes; Looby – yes; Robinson – yes; Coleman – yes

Motion passed 5-0

- f. Travel Approval for Robinson to attend the Joint Alaska Superintendent Association and Alaska Municipal League Meeting in Anchorage on September 27-30, 2023.

Tungul made a motion to approve travel for Robinson to attend the joint ASA and AML meeting in Anchorage on September 27-30, 2023; with a second by Coleman.

Roll call vote: Robinson – yes; Coleman – yes; Bell – yes; Tungul – yes; Looby – yes

Motion passed 5-0

- g. Resolution 2023-37: Approving a 30-year lease period for a Tideland Lease Agreement between the City of Unalaska and the Ounalashka Corporation, for a portion of Tract D of Unalaska Tidelands Survey No. 103

Robinson made a motion to approve Resolution 2023-37; with a second by Tungul.

Homka provided an overview of the resolution.

Council discussion.

Thomas Roufus provided information and answered questions from the Council.

Roll call vote: Tungul – yes; Robinson – yes; Coleman – yes; Looby – yes; Bell – yes

Motion passed 5-0

14. Council Directives to City Manager. None

15. Community Input & Announcements.

- City Clerk announced that Absentee Voting will start on September 13, 2023; Candidates' Forum will be on Thursday, September 14, 2023 at 6:00 pm in Council Chambers.
- Robinson announced that Lt. Gen. David Nahom, Commander of Eleventh Air Force, out of Joint Base Elmendorf-Richardson and a large contingent of military folks will be visiting Unalaska on the afternoon of October 25, 2023.

16. Adjournment. Having completed all the items on the agenda, the Mayor adjourned the meeting at 8:07 p.m.

These minutes were approved by the Unalaska City Council on September 26, 2023.

Estkarlen P. Magdaong
City Clerk

CITY MANAGER'S REPORT

TO: Mayor Tutiakoff and City Council Members

FROM: Marjie Veeder, Acting City Manager

DATE: September 26, 2023

- **Cliff Face Stabilization on Ballyhoo Road:** Staff from Ports, Public Works, and City Administration continue to work toward defining the emergency project to stabilize the rock cliff face behind the Latitude 54 Building on Ballyhoo Road. Meetings have been held with R&M, Southeast Road Builders, and APEI (City Insurer). Initial research and proposals have been completed to be able to put forth a budget amendment to begin the work. [A detailed memo is attached](#) to outline the structure of both the financing of the stabilization project and the contractor work.
- **Suicide Prevention:** September is National Suicide Awareness Month and USAFV is hosting Dustin Morris of the American Foundation for Suicide Prevention. Dustin will present two sessions for City employees on Friday, September 29 of *"Talk Saves Lives: Suicide Prevention Education for Workplace Settings."* This is a 60-minute education presentation designed to be delivered in workplace settings and provides participants with the scope of the problem of suicide, key research findings including risk factors and warning signs for suicide, along with recommendations for the role we can all play in suicide prevention. Mayor and Council Members are welcome to attend. Presentations will be in the Council Chambers at 10:30 am and 1:30 pm.
- **High-Speed Internet:** The Information Systems Division is busy preparing all City departments for the new fiber optic internet service. A network engineer will help aid the transition to the new service during the week of September 25th and we expect to go live on October 1st.
- **Local General Election:** The local general election will take place on Tuesday, October 3rd. Polls will be open at City Hall from 8 am to 8 pm. Early and absentee voting is ongoing in the Clerk's Department.
- **Community Extra Mile Awards:** This award is presented to citizens within the community who have gone the extra mile to assist with a city function, event, or specific incident. Nominations for this award can be made by any member of the City's Supervisory and Management Staff or by a City Council Member or the Mayor. Mayor and Council are encouraged to make nominations as they see fit.
- **Classification and Compensation Study for Unrepresented Employees:** The work is proceeding and employees are currently completing comprehensive position description questionnaires and the consultant is gathering wage data from comparative municipalities and agencies. We are presently on track to complete the study by year-end, or very early in 2024.
- **Parkside Estates:** The subdivision should be selling lots soon. The project started more than 5 years ago and the owners changed about halfway through the development process. Public Works and Utilities worked with the developer to complete the utility designs and installs. The Planning Commission approved the final plat in June and on September 5 the new subdivision was officially recorded at Alaska State Recorder's Office.
- **Employee Newsletter:** The City Manager published the 2nd edition of the Employee Newsletter, which is available at this link: http://city-net/downloads/COU%20Newsletter_September%202023.pdf
- **Parks & Recreation Master Plan:** Two proposals were received for the Parks & Recreation Master Plan, one from Berry Dunn and the second from "110%". The proposals have been reviewed and both exceed the present project budget. The primary difference between the two proposals is that 110%

- proposed to conduct all public meetings virtually, and Berry Dunn proposed in-person meetings with the community. Staff is verifying pricing with 110% for in-person meetings so that proper evaluation of the proposals may be done. PCR Staff and the PCR Committee both prefer in-person meetings for this project.
- **Fireworks Displays:** Lantis Fireworks & Lasers provided proposals for both the New Year’s Eve display and the 2024 Independence Day display, with no cost increase as compared to last year. The proposal cost is \$35,000 per show plus travel, hotel, meals, and rental vehicle expenses. Lantis requested approval to purchase fireworks for both shows at one time to reduce the cost of shipping. The FY24 budget contains sufficient funds to cover both shows plus expenses and other supplies that will be needed. The City Manager will proceed with a contract with Lantis, authorizing the sole source procurement because Lantis has been the sole respondent to requests for proposals in recent years.
- **LEPC:** LEPC membership guidelines require participation by local elected officials. It would be great to have a City Council member or the Mayor sign up as a regular member and another elected official sign up as an alternate. The plan is for quarterly meetings and the first meeting was held in July. Sign-up can be accomplished at this link: <https://form.jotform.com/231555985072059>
- **FY23 Community Support Grant Funds:** Both the Q-Tribe and USAFV returned unused FY23 Community Support Grant funding to the City. Q-Tribe return \$105.25 and USAFV returned \$6,680.77.
- **Staffing Update:** Deputy Utilities Director Erik Hernandez began work on September 18th. Finance Director Patricia Soule and Planning Director Cameron Dean are scheduled to start work on September 25th. Police Chief Kim Hankins is scheduled to begin work on October 9th. The current number of open positions by department are:

Department	# Openings
Administration	1
Clerks	1
DPS	3
DPU	8
DPW	3
Finance	1
PCR	5
Planning	1
Ports	1

MEMORANDUM TO COUNCIL

To: Mayor and City Council Members
From: Peggy McLaughlin, Port Director
Through: Marjie Veeder, Acting City Manager
Date: September 26, 2023
Re: Ballyhoo Road Cliff Face Stabilization Update and Information

This memo is written to give Council an update on the stabilization efforts of the cliff face and overhang on the property owned by the City of Unalaska Plat, Parcel 01-09-200, also known as Track A of Ballyhoo Dock Subdivision Add. no. 1, Plat 88-10. Situated on this property is the Latitude 54 building, just north of North Pacific Fuel's tank farm. This memo will also provide some response to the Council discussion and questions from the August 8, 2023 meeting.

Recent History: Following the December 2022 water event, Port personnel recognized significant landslides, rock fall and potential for further and more dangerous rock fall behind the Latitude 54 building. A specific threat was noted on the south corner of the building directly behind the port offices. Most of the Port personnel were vacated until a more thorough assessment was completed. City personnel worked with the geologist from the Department of Natural Resources, Geological and Geophysical Surveys and subsequently contracted with R&M for an emergency consultation for further assessment and appropriate mitigation efforts. All of these entities fully recognized a considerable risk of the south corner of the cliff face slipping and for potential damage to infrastructure and injuries to people.

The initial R&M report identified some possible mitigation options for short-term stabilization, including the potential to solve the immediate threat with some hand scaling. R&M further recommended that a comprehensive approach be taken to stabilize the entire cliff face where there is on-going sloughing of unstable material. R&M provided the City with contacts for multiple rock scaling companies who have expertise in stabilization projects and with solid safety records. We reached out to these companies and had one response.

Plan: Southeast Road Builders have assessed the work to be done and provided a plan for stabilizing the immediate threat. They will hand scale first. R&M will re-assess the overhang, and if there is concern that more work needs to be done, Southeast Road Builders will continue on with some small charges to help release the areas of risk. Later, we will need to consider another phase which will assess the rock face for the entire length of the building. That assessment will determine if further measures need to be taken and provide options for further stabilization.

Finances: The City of Unalaska owns parcel 01-09-200 and leases it to North Pacific Fuel (owned by Arctic Slope Regional Corporation), which also owns the Latitude 54 building. In 2014, there was a significant sized boulder that hit the north corner of the Latitude 54 building causing structural damage. North Pacific Fuel's parent company filed suit. The case was eventually mediated. The lawsuit claimed more than for \$1.2 million in damages. Following mediation the City settled and paid \$315,000 to the plaintiffs.

One of the discussion questions at the August 8, 2022 Council meeting was "Is the City responsible for the entire cost of stabilizing the cliff face?" The simple answer is most likely yes.

The relationship with the building owner dates back to 1992. That lease is still in effect and is somewhat vague on the responsible party for maintaining the cliff face and resulting damages. What is clear, is that building size exceeded the original permitted plans and was constructed too close to the cliff face. The contractor built into the setback and the City did not enforce the required setback. The ambiguity of the responsible party remains from a tenant landlord perspective.

Regardless of the relationship with our tenant on parcel 01-09-200, the city has a legal obligation to the property owners that we share a property line with to secure the cliff face. The City owns parcel 01-09-200 and is responsible for shoring up the rock wall. We cannot infringe on the adjacent property owners' property line. The City would be financially responsible for any loss of property or property value if the loss was due to our failure to control the sloughing.

Further, if we have another rock fall that causes damage to the building, we will be in a similar situation as the previous claim and we will have a percentage of liability. The risk to south corner has greater opportunity to harm people and similar risk to the building.

CITY OF UNALASKA
UNALASKA, ALASKA

ORDINANCE 2023-09

AN ORDINANCE OF THE UNALASKA CITY COUNCIL AMENDING UNALASKA CODE OF ORDINANCES, TITLE 3 PERSONNEL, CHAPTER 3.52.010 PERSONAL LEAVE ACCRUAL PLAN

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 3.52.010 Personal Leave Accrual Plan. Section 3.52.010 of the Unalaska Code of Ordinances is hereby amended to read as follows: [New language is underlined; and deleted language is ~~overstruck~~.]

§ 3.52.010 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) All regular full-time employees who had prior terms of regular full-time employment with the city shall receive credit for prior service when calculating their personal leave accrual rate. Credit will be granted in whole months with each prior term of full-time employment rounded down to the nearest number of whole months. Months of prior employment in which the employee was on unpaid leave for the entire month will not be credited.

(CB) 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.

Section 3: Effective Date. This ordinance is effective upon adoption.

PASSED AND ADOPTED by a duly constituted quorum of the Unalaska City Council on September 26, 2023.

Vincent M. Tutiakoff, Sr.
Mayor

ATTEST:

Estkarlen P. Magdaong
City Clerk

MEMORANDUM TO COUNCIL

To: Mayor and City Council Members
From: Marjie Veeder, Assistant City Manager
Through: William Homka, Acting City Manager
Date: September 12, 2023
Re: Ordinance 2023-09: Amending Unalaska Code of Ordinances, Title 3 Personnel, Chapter 3.52.010 Personal Leave Accrual Plan

SUMMARY: The City Manager sought to be able to negotiate leave with incoming executive employees in order to attract very experienced candidates. Code presently limits leave accrual (they start at the bottom tier) and use of leave for new employees, including executives. Council was not in favor of this change, but was generally amenable to allowing returning former employees to receive credit for prior terms of service with the city as it relates to leave accrual rates. Ordinance 2023-09 makes this change to code and staff recommends approval.

PREVIOUS COUNCIL ACTION: No previous council action related specifically to Ordinance 2023-09. The background section of this memo contains previous council action which brought us to proposed Ordinance 2023-09.

BACKGROUND: While recruiting potential executive employees, three candidates inquired about additional leave time. In an effort to attract experienced executives to work for the city, on July 25, 2023, the City Manager introduced proposed Ordinance 2023-08, which would have given the City Manager latitude to negotiate the amount of leave with incoming executive employees.

While voicing little to no support for the proposed change, Council voted to schedule the ordinance for public hearing and second reading on August 8, 2023. Council expressed concerns about how the change in leave policy for directors might affect the morale of existing employees, directors and otherwise, stating it was unfair to current employees who earn personal leave under the current plan. Ultimately, Ordinance 2023-08 was not adopted, but an alternative was suggested.

Because the three director candidates mentioned above were all former City employees with service ranging between 3 and 22 years, the suggested alternative was to amend code to allow returning former employees to receive credit for prior service as it relates to accrual of personal leave. Ordinance 2023-09 makes this change to code.

DISCUSSION: The proposed ordinance adds a paragraph to UCO 3.52.010, Personal Leave Accrual Plan:

All regular full-time employees who had prior terms of regular full-time employment with the city shall receive credit for prior service when calculating their personal leave accrual rate. Credit will be granted in whole months with each prior term of full-time employment rounded down to the nearest number of whole months. Months of prior employment in which the employee was on unpaid leave for the entire month will not be credited.

This ordinance change will apply to all employees, both represented and non-represented and both executives and non-executives.

The ordinance takes effect upon adoption. Therefore, this change will apply only after the effective date. Past leave accrual rates will not change. Moving forward, any current, employee, or newly hired employee, who had prior terms of service with the city will receive credit for prior service when calculating the personal leave accrual rate.

Preliminary research indicates there are three current employees who will be affected by this change. This of course will be confirmed if the ordinance is adopted. Providing credit for prior service will move these employees to higher leave accrual rates.

There are other current employees who had prior terms of service with the city who are already at the top tier of leave accrual, so this change will not affect them.

Finally, there are three recently hired executive employees who have not yet started work. This ordinance change will move them each to higher leave accrual rates.

ALTERNATIVES: Prior terms of regular part-time service are not included in this ordinance change. The purpose, as discussed on July 25 and August 8, 2023, was to be able to recruit former employees with specific experience to act as department directors and in other management roles. Most people qualified for such positions will have necessarily held full time employment, usually in a supervisory role. Most are coming from or contemplating full time roles in other communities. If council wants to include prior terms of regular part-time service, such direction should be supplied to the City Manager and we will work with the city attorney to craft such language. Regular part-time employees accrue leave at half the rate of regular full-time employees. If council wants to credit prior part-time service, will the prior service be credited at half the rate?

As always, Council may adopt, amend or reject a proposed ordinance.

FINANCIAL IMPLICATIONS: If personal leave is cashed in, there is a financial impact to the city. Additional leave also has a financial impact if, while an employee is on leave, other employees are appointed to acting status, which increases their wage by 10% during the period of acting in a higher position.

LEGAL: This ordinance was developed in consultation with the city attorney.

STAFF RECOMMENDATION: Staff recommends adoption.

PROPOSED MOTION: First Reading: I move to introduce Ordinance 2023-09 and schedule it for public hearing and second reading on September 26, 2023. Second Reading: I move to adopt Ordinance 2023-09.

CITY MANAGER COMMENTS: I support the Staff Recommendation.

CITY OF UNALASKA
UNALASKA, ALASKA

ORDINANCE 2023-10

CREATING BUDGET AMENDMENT #1 TO THE FISCAL YEAR 2024 BUDGET, APPROPRIATING \$252,224 FROM THE GENERAL FUND TO CREATE THE EMERGENCY CLIFF FACE STABILIZATION ON BALLYHOO ROAD PROJECT; RECOGNIZING LOCAL SUPPORT REVENUE OF \$13,090.59 IN THE GENERAL FUND AND INCREASING THE PCR OPERATING BUDGET BY \$13,090.59 FOR THE SENIOR EXERCISE PROGRAM; AND ACCEPTING STATE OF ALASKA DEPARTMENT OF HEALTH HEC GRANT FOR \$78,500 TO FUND EMS EQUIPMENT UPGRADES AND DATA SHARING CAPABILITIES WITH THE IFHS CLINIC

BE IT ENACTED BY THE UNALASKA CITY COUNCIL

- Section 1. Classification: This is a non-code ordinance.
 Section 2. Effective Date: This ordinance becomes effective upon adoption.
 Section 3. Content: The City of Unalaska FY24 Budget is amended as follows:

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

Amendment No. 1 to Ordinance 2023-03

	Current	Requested	Revised
I. OPERATING BUDGETS			
A. General Fund			
Sources:			
Appropriated Fund Balance	\$ -	\$ 252,224	\$ 252,224
Local Support - APIA	\$ -	\$ 13,091	\$ 13,091
State of Alaska Grant	\$ -	\$ 78,500	\$ 78,500
	\$ -	\$ 343,815	\$ 343,815
Uses:			
Transfers to Enterprise Capital Projects	\$ -	\$ 252,224	\$ 252,224
Parks, Culture and Recreation - Rec Programs	\$ 953,104	\$ 13,091	\$ 966,195
Fire & EMS	\$ 1,759,581	\$ 78,500	\$ 1,838,081
	\$ 2,712,685	\$ 343,815	\$ 3,056,500
II. CAPITAL BUDGETS			
A. Port Project Budget			
Emergency Cliff Face Stabilization Ballyhoo Road Project			
Sources:			
Transfers from General Fund	\$ -	\$ 252,224	\$ 252,224
Uses:			
Emergency Cliff Face Stabilization Project	\$ -	\$ 225,224	\$ 225,224

PASSED AND ADOPTED by a duly constituted quorum of the Unalaska City Council on October 10, 2023.

 Vincent M. Tutiakoff, Sr.
 Mayor

Attest:

 Estkarlen P. Magdaong
 City Clerk

City of Unalaska
Summary of Budget Amendment and Schedule of Proposed Accounts
FY24 Budget Amendment 1

- 1) General Fund - Operating Budget
 - Add \$252,224 to Appropriated Fund Balance
 - Add \$13,090.59 to Rec Program Temp Employees for APIA senior exercise program
 - Add \$78,500 to Fire/EMS - Grants for equipment upgrades and IFHS data sharing
- 2) Port Fund Capital Projects Budget
 - Add \$252,224 to Transfers from General Fund
 - Add \$252,224 to Emergency Cliff Face Stabilization Ballyhoo Road Project budget

	<u>Org</u>	<u>Object</u>	<u>Project</u>	<u>Current</u>	<u>Requested</u>	<u>Revised</u>
1) <u>General Fund - Operating Budget</u>						
Sources:						
Appropriated Fund Balance	01010049	49900		\$ -	\$ 252,224.00	\$ 252,224.00
PCR Private Contributions	01012047	47400		\$ -	\$ 13,090.59	\$ 13,090.59
Other Grants-DPS	01011041	42198		\$ -	\$ 78,500.00	\$ 78,500.00
Uses:						
Transfer to Enterprise Capital Projects	01029854	59940		\$ -	\$ 252,224.00	\$ 252,224.00
Rec Programs - Temp Employees	01023251	51200		\$ 22,000.00	\$ 13,090.59	\$ 35,090.59
Fire/EMS - Grants (Supplies)	01021552	56450		\$ -	\$ 78,500.00	\$ 78,500.00
2) <u>Port Fund - Capital Project Budgets</u>						
Emergency Cliff Face Stabilization Ballyhoo Road Project						
Sources:						
Transfer from General Fund	54119848	49100	PH24A	\$ -	\$ 252,224.00	\$ 252,224.00
Uses:						
Engineering and Architectural	54127053	53240	PH24A	\$ -	\$ 54,806.00	\$ 54,806.00
Construction Services	54127053	54500	PH24A	\$ -	\$ 151,860.00	\$ 151,860.00
Contingency	54127053	55912	PH24A	\$ -	\$ 45,558.00	\$ 45,558.00

MEMORANDUM TO COUNCIL

To: Mayor and City Council Members
From: Peggy McLaughlin, Port Director
Through: Marjie Veeder, Acting City Manager
Date: September 26, 2023
Re: Ordinance 2023-10: Creating FY24 Budget Amendment #1, to provide funding for the Emergency Cliff Face Stabilization Ballyhoo Road Project

SUMMARY: If adopted, Ordinance 2023-10 will create FY24 Budget Amendment #1 to provide emergency funding for cliff face stabilization on Ballyhoo Road, and transfer funds from GL Fund 01029854-59940 to 54119848-49100-PH24A in an amount not to exceed \$252,224. This proposed amount of emergency funding will fund the planning, equipment, mobilization, labor, and project oversight required to safely remove the immediate rock hazard on Ballyhoo Road, City parcel 01-09-200. There are two contractors: R&M Consultants, in charge of geology, planning, and assessment; and Southeast Road Builders, in charge of implementing methods and the removal of the rock hazard on Parcel 01-09-200. The second reading for final approval of the ordinance is requested for October 10, 2023.

PREVIOUS COUNCIL ACTION: Council has had no formal action for this project, but have been briefed on the mitigation efforts in process. This request is the first request for formal action.

BACKGROUND: In December of 2022 a severe storm caused community-wide flooding and mud and rock slides. These hazards included landslides and rock fall on and in the vicinity of Ballyhoo parcel 01-09-200. Once the water had receded, large rock falls continued. A significant threat was identified on Ballyhoo Road parcel 01-09-200 in the form of a large overhanging rock wedge with a potential slip plane. A similar rock hazard fell in 2014 and caused damage to the warehouse on the same plot. Ultimately, the City was responsible for approximately \$315,000 for the 2014 damages.

DISCUSSION: The emergency funding is requested as the threat of rock falls still exists, and property and human safety are at imminent risk. It is anticipated that the freeze and thaw cycles of winter could provoke the rock wedge to break loose. Weather is not the only risk. In June 2023, a forklift-sized rock fell from underneath wedge and along the slip plane. It is clear that action needs to be taken.

R&M conducted the first assessment in February and provided the City with names of contractors with scaling and rock anchoring expertise. We contacted each of those companies and had one response from Southeast Road Builders. We are considering this an emergency project and consequently are doing our due diligence to avoid sole sourcing, but also understand the urgency in expediting this project.

There are a few layers to the structure of this project.

First, there are two contractors involved, R&M Consultants and Southeast Road Builders. The proposals are structured with a phased approach. Attached with this memo are 2 proposals from Southeast Road Builders and one from R&M Consultants.

The first layer will be to hand-scale loose rock and break free and remove any potential hazards without aggressive action. This is outlined in the first proposal (Phase 1) from Southeast Road Builders. The proposal for this phase shows lump sum costs for mobilization and fixed costs and consumables along with daily rates for crew time for the other tasks. Their proposal states that it is anticipated to be four days for hand scaling (task 2) and two days for the blasting expert/manager onsite (task 3). By inputting their assumed number of days multiplied by the daily rate for tasks 2 and 3, we can assume a total estimated cost of phase 1 to be \$75,280.

After the hand-scaling is complete, R&M will reassess the rock over hang and determine whether or not more aggressive efforts need be taken to secure the rock face. If further rock removal is required Southeast Road Builders has provided a proposal for blasting and removing additional rock hazards. The proposal for phase 2 is a little clearer with the days included in the quantity for tasks 2 and 3. The total estimated cost for phase 2 is \$76,580.

Totaling phase 1 work and phase 2 work gets us to \$151,860. Staff recommends a contingency of 30% added, for a total cost of work, with contingency, of \$197,418.

Geotechnical expertise shall be provided by R&M Consulting. R&M did the initial assessment of the rock face in February 2023. R&M will work with the contractor for the duration of the project to provide hazard removal assessment services during the removal process and an assessment report to conclusions and recommendations at the completion of the removal effort. Their proposal is attached (Latitude 54 Hazard Removal Proposal) and is in the amount of \$47,606.

We have also requested the addition of \$7,200 into the project to cover the initial consultation done by Southeast Road Builders, which brings the budget amendment request to \$252,224.

ALTERNATIVES: Council may choose to approve the budget amendment and fund the project; or not approve the funding. Council could also choose to put this through the traditional CMMP process, which is not recommended due to the imminent danger to people and property.

FINANCIAL IMPLICATIONS: This mitigation will be funded by the general fund.

LEGAL: There are no immediate legal requirements to this, but failing to address this will likely result in future liability to the City.

STAFF RECOMMENDATION: Staff recommends adoption of Ordinance 2023-10.

PROPOSED MOTION: First reading: I move to introduce Ordinance 2023-10 and schedule it for second reading and public hearing on October 10, 2023.

CITY MANAGER COMMENTS: I support the Staff Recommendation. It is important to shore up this cliff face to prevent future damage to people and property.

ATTACHMENTS:

1. SE Road Builders - Phase 1 Proposal
2. SE Road Builders – Phase 2 Proposal
3. R&M Consultants, Inc.



HC60 Box 4800
 Haines, Ak 99827
 PHONE: 907-766-2833
 FAX: 907-766-2832

CONTRACTOR'S LICENSE NO.: 134313
 BUSINESS LICENSE NO.: 1086571

QUOTATION FOR:

International Port of Dutch Harbor (Unalaska)
 Attn: Marc Kielmeyer, Project Engineer
 Unalaska, Alaska 99692

OWNER: - City of Unalaska
 DATE: September 17, 2023

Project:

PHASE I - Latitude 54 Rockfall Mitigation (scaling only)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Mobilization	L.S.	All Req'd	\$29,000.00	\$29,000.00
2	Daily Rate - scaling/anchors (Site Development)	ea.	day	\$6,495.00	
3	Blasting/Matting/Scaling Manager (prep for phase II)	ea.	day	\$2,200.00	
4	Fixed Costs- (consumables and rentals)	L.S.	All Req'd	\$15,900.00	\$15,900.00
	TOTAL AMOUNT OF QUOTATION				\$44,900.00

L.S.(Lump Sum)/TBD(To Be Determined)/ea.(Each)/C.S.(Contingent Sum)/Tn(ton)/c.y.(cubic yard) Borough Sales Tax Added Where Applicable

NOTES: 1 ea. mobilization - in/out
 Without scaling incidental areas (away from wedge), we don't anticipate over 4 days of work, - R&M will direct accordingly
 Item #3 - We don't expect this to be over a 2-day task to analyze and provide a risk assessment

INCLUSIONS:
 Mobilization Includes crew to/from, freight for all non available materials/supplies from ANCH/ANCH layover
 Day rate includes rental vehicle/3 ea. laborers/specialist/hotels/perdiem/equip. operating costs
 Scaling at the direction of R&M Consultants (scaling only task)
 9 hour day work day anticipated
 local support for equipment and available consumables
 (Item #3 -Manager will be knowledge of all available resources based upon methods recommended (matting/blasting/rock bolting/dowels, etc.)

EXCLUSIONS:
 Anchoring system for scaling personnel
 Authorization for access above site and scaling debris removal by others
 Permitting
 Performance and Payment Bonding
 non daylight work
 ● **This quote may be withdrawn if not signed and returned within 30 days.**
 ● **TERMS: Full payment due within 30 days of invoice, unless defined otherwise via subcontract**
 A FINANCE CHARGE OF .88% per month (which is an annual percentage rate of 10.5%) will be imposed on any portion of your account not paid within 30 days after billing date.
 ● **A service charge of 2.5% will be imposed on all credit card payments**

If this proposal meets your approval, please complete and return. Your signature on one copy returned to us will make this a legal contract for the performance of the above work and your acceptance of the terms listed.

Company: _____

Phone No. _____

Billing Address: _____

Authorized Signer: _____
 (printed name)

date: _____

SIGNATURE: _____



HC60 Box 4800
 Haines, Ak 99827
 PHONE: 907-766-2833
 FAX: 907-766-2832

CONTRACTOR'S LICENSE NO.: 134313
 BUSINESS LICENSE NO.: 1086571

QUOTATION FOR:
 International Port of Dutch Harbor (Unalaska)
 Attn: Marc Kielmeyer, Project Engineer
 748 Ballyhoo Road
 Unalaska, Alaska 99692

OWNER: - City of Unalaska
 DATE: September 17, 2023

Project:
Latitude 54 Rockfall Mitigation (Wedge Removal Option - Estimate Only)
Wedge Work Only

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Mobilization*	L.S.	All Req'd	\$1,600.00	\$1,600.00
2	Set-up (matting-secure site for release)	4.0	day	\$6,495.00	\$25,980.00
3	Professional Services w/ monitoring	4.0	day	\$3,200.00	\$12,800.00
4	Fixed Costs- (consumables, explosives/rentals/matting...)	L.S.	All Req'd	\$36,200.00	\$36,200.00
TOTAL AMOUNT OF QUOTATION					\$76,580.00

L.S.(Lump Sum)/TBD(To Be Determined)/ea.(Each)/C.S.(Contingent Sum)/Tn(ton)/c.y.(cubic yard) Borough Sales Tax Added Where Applicable

NOTES: *Mobilization - Assumes men "on-site" and paid in Phase 1 - otherwise approximately \$25,200.00)
 This assumes we have a quick solution and Phase II immediately transitions from Phase I
 Guestimate of 4-days work for wedge only. (netting/drilling/loading/shooting)
 See phase I for any scaling or manual rock removal requirements

INCLUSIONS:
 Assumes mats or approved protective netting is available in Unalaska
 Day rate includes rental vehicle/3 ea. laborers/specialist/hotels/perdiem/equip. operating costs
 also includes drilling for explosives as directed by specialist
 Blasting magazine, blasting supplies, explosives and initiators are readily available for purchase in Unalaska
 9 hour day work day anticipated
 Local support for equipment and available consumables
 Specialist working with R&M Consultants
 Seismographs and vibration monitoring

EXCLUSIONS:
 Scaling after release of wedge (uncertain of site conditions beyond, behind or above wedge)
 Authorization for access above site by others/Clean-up & removal of scaled and rockfall materials
 Permitting, Performance and Payment Bonding
 Non daylight work

- **This quote may be withdrawn if not signed and returned within 30 days.**
- **TERMS: Full payment due within 30 days of invoice, unless defined otherwise via subcontract**
A FINANCE CHARGE OF .88% per month (which is an annual percentage rate of 10.5%) will be imposed on any portion of your account not paid within 30 days after billing date.
- **A service charge of 2.5% will be imposed on all credit card payments**

If this proposal meets your approval, please complete and return. Your signature on one copy returned to us will make this a legal contract for the performance of the above work and your acceptance of the terms listed.

Company: _____

Phone No. _____

Billing Address: _____

Authorized Signer: _____

(printed name)

date:

SIGNATURE: _____



September 20, 2023

Ms. Peggy McLaughlin
Director
International Port of Dutch Harbor
City of Unalaska, Alaska

RE: Unstable Slope Hazard Removal Assessment Services
Latitude 54 Building, Dutch Harbor, Alaska

Dear Ms. McLaughlin,

R&M Consultants, Inc. (R&M) appreciates the opportunity to submit this proposal to provide unstable slope hazard removal assessment services to the International Port of Dutch Harbor, City of Unalaska (Unalaska) in support of a known unstable slope located immediately behind and adjacent to the Latitude 54 building along Ballyhoo Road at the Port of Dutch Harbor.

We understand that the City of Unalaska is currently in negotiations with Southeast Road Builders to conduct hazard removal services consisting of rock scaling and possible rock blasting services at the project site. The intent of this effort is to reduce the hazard and risk that the unstable slope poses to the Latitude 54 facility. At the request of the Port and the City, R&M is providing this fee estimate to provide hazard removal assessment services during the removal process and an assessment report with conclusions and recommendations at the completion of the removal effort.

SCOPE OF GEOTECHNICAL HAZARD REMOVAL ASSESMENT SERVICES

R&M will provide the city with on-site geologist/geotechnical engineer with experience in monitoring unstable slope hazard removal operations. During removal operations, the R&M representative will remain on-site to monitor progress and evaluate the slope for any emerging or additional hazards. Of particular concern will be monitoring removal operations to ensure that no overhanging hazards remain and that all areas of differential erosion are addressed. Our scope of work is defined in the following tasks.

- Task 1 Report of Hazard Removal Construction Objectives.
 - R&M will prepare a report that defines objectives and general geometrics of the hazard removal for use as a guide during construction.
 - Contractor will be fully responsible for means and methods to execute the work and for executing the work in a safe manner and without damage to existing facilities.

R&M No. 3052.01

Via E-mail: pmclaughlin@ci.unalaska.ak.us

- Tasks 2 and 3 Rock Scaling and Rock Blasting Support. These tasks include on-site monitoring during construction activities and to assess stability and hazard removal.
- Task 4 Hazard Assessment Reporting. Once hazard removal operations are completed, R&M will prepare a hazard removal assessment report which will include:
 - Summaries of site visit activities, Daily Reports, research, observations, and rock mechanics data;
 - A discussion of any remaining slope stability concerns and underlying failure mechanisms;
 - General conclusions regarding any remaining interpreted slope stability hazards, available mitigation options, and recommendations for mitigation and/or additional investigation; and
 - A photograph log with descriptions depicting conditions referenced in report text.

Field personnel will be under the direct supervision of a Certified Professional Geologist or Professional Civil/Geotechnical Engineer. All geotechnical findings, conclusions, and recommendations will be prepared under the supervision of a geotechnical engineer registered as a Professional Civil Engineer in the State of Alaska.

SCHEDULE

R&M can be able to perform the hazard removal assessment within approximately two weeks following notice-to-proceed. The report will be submitted within three weeks following completion of field work.

ASSUMPTIONS AND CONDITIONS

R&M's proposal and fee are based on acknowledgement that:

- Both the rock-scaling assessment and rock-blasting assessment portions are based on 4-day completion periods. Should conditions warrant additional time on-site, R&M can provide the City with additional fee estimates to complete any increased level of effort.
- Hazard removal assessment activities are conducted prior to significant snowfall and freeze-up.

PRICE

R&M will provide the hazard removal assessment services on a Time and Expenses basis with a not-to-exceed price of **\$47,606**. In this estimate, we have planned for approximately 221 labor hours, and will not exceed that without prior authorization.



CLOSURE

We thank you for the opportunity to propose on this hazard removal assessment effort, and hope our response meets your expectations. Please do not hesitate to contact me at your convenience if you have questions or require additional information.

Sincerely,

R&M CONSULTANTS, INC.



Aaron T. Banks, C.P.G.

Senior Geologist

Attachments: Detailed Cost Estimate (5-pages)

ACCEPTED BY:





R&M CONSULTANTS, INC.

9101 Vanguard Drive • Anchorage, AK 99507 • 907.522.1707
 212 Front Street #150 • Fairbanks, AK 99701 • 907.452.5270

Firm: R&M	Project Title: Latitude 54 Hazard Removal Support	Date: 9/20/2023
Client: City of Unalaska		

Task	Discipline	Task Description	Labor	Expenses	Sub-Contractors	Task Totals	Cost Basis
1	ES	Hazard Removal Construction Objective Planning	\$ 5,676.00	\$ -	\$ -	\$ 5,676.00	T&E
2	ES	Rock Scaling Support	\$ 17,622.00	\$ 4,615.80	\$ -	\$ 22,237.80	T&E
3	ES	Rock Blasting Support	\$ 11,160.00	\$ 1,692.60	\$ -	\$ 12,852.60	T&E
4	ES	Hazard Assessment Reporting	\$ 6,840.00	\$ -	\$ -	\$ 6,840.00	T&E
			\$ -	\$ -	\$ -	\$ -	
			\$ -	\$ -	\$ -	\$ -	
			\$ -	\$ -	\$ -	\$ -	
			\$ -	\$ -	\$ -	\$ -	
			\$ -	\$ -	\$ -	\$ -	
			\$ -	\$ -	\$ -	\$ -	

Total Project Cost Estimate: \$ 47,606

COST ESTIMATE PER TASK

FIRM: R&M Consultants, Inc.			PROJECT TITLE: Latitude 54 Hazard Removal Support								
TASK NO: 1		TASK DESCRIPTION: Hazard Removal Construction Objective Planning					DATE: 9/20/2023				
GROUP: ES		METHOD OF PAYMENT: <input type="checkbox"/> FP <input type="checkbox"/> FPPE <input checked="" type="checkbox"/> T&E <input type="checkbox"/> CPFF					PREPARED BY: A. Banks/T. Ross				
SUB-TASK NO	SUB-TASK DESCRIPTION	Contract Manager	Prof 5 (Geotech)	Prof 4 (Geol)	Prof 3 (Geotech)	Geol 2 (Geotech)					
		L. Story	B. Pintner	A. Banks	B. Mullen	A. Brown					
	Work Planning		2	12	16						
TOTAL LABOR HOURS		0	2	12	16	0	0	0	0	0	0
* LABOR RATES (\$/HR)		\$ 276.00	\$ 246.00	\$ 192.00	\$ 180.00	\$ 108.00	\$ -	\$ -	\$ -	\$ -	\$ -
LABOR COSTS (\$)		\$ -	\$ 492.00	\$ 2,304.00	\$ 2,880.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

EXPENSES					COMMENTS
	ITEM(S)	QUANTITY	UNIT PRICE	TOTAL PRICE	
Project Expenses					1) R&M will prepare a report that defines objectives and general geometrics of the hazard removal for use as a guide during construction.
TOTAL EXPENSES: \$ -					
R&M Laboratory Testing					
					FIRM'S TOTAL COST OF LABOR (or Fixed Price): \$ 5,676.00
					\$ -
					\$ -
					R&M MATERIAL LABORATORY EXPENSES \$ -
					FIRM'S TOTAL EXPENSES (w/ markup %) 5.0% \$ -
SUB-CONTRACTORS: Firm Initials and Price Per Task					TOTAL SUBCONTRACTOR PRICES (w/markup %): 5.0% \$ -
FIRM:					

COST ESTIMATE PER TASK											
FIRM: R&M Consultants, Inc.				PROJECT TITLE: Latitude 54 Hazard Removal Support							
TASK NO: 2		TASK DESCRIPTION: Rock Scaling Support					DATE: 9/20/2023				
GROUP: ES		METHOD OF PAYMENT: <input type="checkbox"/> FP <input type="checkbox"/> FPPE <input checked="" type="checkbox"/> T&E <input type="checkbox"/> CPFF					PREPARED BY: A. Banks/T. Ross				
SUB-TASK NO	SUB-TASK DESCRIPTION	Contract Manager	Prof 5 (Geotech)	Prof 4 (Geol)	Prof 3 (Geotech)	Geol 2 (Geotech)					
		L. Story	B. Pintner	A. Banks	B. Mullen	A. Brown					
2.1	Project Management and Coordination		1	4	2						
2.2	Mobilization/Demobilization			4	24						
2.3	Field Investigation		4	8	48						
TOTAL LABOR HOURS		0	5	16	74	0	0	0	0	0	0
* LABOR RATES (\$/HR)		\$ 276.00	\$ 246.00	\$ 192.00	\$ 180.00	\$ 108.00	\$ -	\$ -	\$ -	\$ -	\$ -
LABOR COSTS (\$)		\$ -	\$ 1,230.00	\$ 3,072.00	\$ 13,320.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
EXPENSES						COMMENTS					
	ITEM(S)	QUANTITY	UNIT PRICE	TOTAL PRICE	1) Assumes 4 days of rock scaling support. Additional days on site will be billed at a rate of 12 hours per day plus per diem. 2) A site visit will be made by a Senior Geologist or Geotechnical Engineer to monitor hazard removal operations. 3) Assumes no delays due to weather/travel. Should a delay occur, we will negotiate with the City of Unalaska for an equitable resolution. Unforeseen standby will be billed at a rate of 8 hours per day plus per diem.						
Project Expenses											
2.3	RT between ANC and DUT	1	\$ 1,978.00	\$ 1,978.00							
2.3	Per Diem (Lodging, Meals, Incidentals)	6	\$ 283.00	\$ 1,698.00							
2.3	Vehicle Rental and Fuel	6	\$ 120.00	\$ 720.00							
				TOTAL EXPENSES:	\$ 4,396						
R&M Laboratory Testing					FIRM'S TOTAL COST OF LABOR (or Fixed Price):						
					\$ 17,622.00						
					\$ -						
					\$ -						
					R&M MATERIAL LABORATORY EXPENSES						
					\$ -						
SUB-CONTRACTORS: Firm Initials and Price Per Task					FIRM'S TOTAL EXPENSES (w/ markup %)						
					5.0% \$ 4,615.80						
FIRM:					TOTAL SUBCONTRACTOR PRICES (w/ markup %):						
					5.0% \$ -						

COST ESTIMATE PER TASK

FIRM: R&M Consultants, Inc.			PROJECT TITLE: Latitude 54 Hazard Removal Support								
TASK NO: 3		TASK DESCRIPTION: Rock Scaling Support					DATE: 9/20/2023				
GROUP: ES		METHOD OF PAYMENT: <input type="checkbox"/> FP <input type="checkbox"/> FPPE <input type="checkbox"/> T&E <input type="checkbox"/> CPFF					PREPARED BY: A. Banks/T. Ross				
SUB-TASK NO	SUB-TASK DESCRIPTION	Contract Manager	Prof 5 (Geotech)	Prof 4 (Geol)	Prof 3 (Geotech)	Geol 2 (Geotech)					
		L. Story	B. Pintner	A. Banks	B. Mullen	A. Brown					
3.1	Field Investigation		4	8	48						
TOTAL LABOR HOURS		0	4	8	48	0	0	0	0	0	0
* LABOR RATES (\$/HR)		\$ 276.00	\$ 246.00	\$ 192.00	\$ 180.00	\$ 108.00	\$ -	\$ -	\$ -	\$ -	\$ -
LABOR COSTS (\$)		\$ -	\$ 984.00	\$ 1,536.00	\$ 8,640.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

EXPENSES					COMMENTS	
ITEM(S)	QUANTITY	UNIT PRICE	TOTAL PRICE			
Project Expenses						
2.1 Per Diem (Lodging, Meals, Incidentals)	4	\$ 283.00	\$ 1,132.00	1) Assumes 4 days of rock blasting support. Additional days on site will be billed at a rate of 12 hours per day plus per diem. 2) Mobilization/demobilization costs are accounted for under Task 1. 3) A site visit will be made by a Senior Geologist or Geotechnical Engineer to monitor hazard removal operations. 4) Unforeseen standby will be billed at a rate of 8 hours per day plus per diem.		
2.1 Vehicle Rental and Fuel	4	\$ 120.00	\$ 480.00			
TOTAL EXPENSES:			\$ 1,720			
R&M Laboratory Testing						
				FIRM'S TOTAL COST OF LABOR (or Fixed Price):		
				\$	\$ 11,160.00	
				\$	\$ -	
				\$	\$ -	
				R&M MATERIAL LABORATORY EXPENSES		
				\$	\$ -	
SUB-CONTRACTORS: Firm Initials and Price Per Task				FIRM'S TOTAL EXPENSES (w/ markup %)		
				5.0%	\$ 1,692.60	
FIRM:				TOTAL SUBCONTRACTOR PRICES (w/markup %):		
				5.0%	\$ -	

COST ESTIMATE PER TASK

FIRM: R&M Consultants, Inc.		PROJECT TITLE: Lattitude 54 Hazard Removal Support									
TASK NO: 4	TASK DESCRIPTION: Rock Blasting Support					DATE: 9/20/2023					
GROUP: ES	METHOD OF PAYMENT: <input type="checkbox"/> FP <input type="checkbox"/> FPPE <input type="checkbox"/> T&E <input type="checkbox"/> CPFF					PREPARED BY: A. Banks/T. Ross					
SUB-TASK NO	SUB-TASK DESCRIPTION	Contract Manager	Prof 5 (Geotech)	Prof 4 (Geol)	Prof 3 (Geotech)	Geol 2 (Geotech)					
		L. Story	B. Pintner	A. Banks	B. Mullen	A. Brown					
	Reporting		4	8	24						
TOTAL LABOR HOURS		0	4	8	24	0	0	0	0	0	0
* LABOR RATES (\$/HR)		\$ 276.00	\$ 246.00	\$ 192.00	\$ 180.00	\$ 108.00	\$ -	\$ -	\$ -	\$ -	\$ -
LABOR COSTS (\$)		\$ -	\$ 984.00	\$ 1,536.00	\$ 4,320.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

EXPENSES					COMMENTS		
ITEM(S)	QUANTITY	UNIT PRICE	TOTAL PRICE				
Project Expenses					1) A letter report will be prepared detailing site conditions, conclusion, and recommendations.		
TOTAL EXPENSES:			\$ 108				
R&M Laboratory Testing							
					FIRM'S TOTAL COST OF LABOR (or Fixed Price):		
					\$	6,840.00	
					\$	-	
					\$	-	
					R&M MATERIAL LABORATORY EXPENSES		
					\$	-	
SUB-CONTRACTORS: Firm Initials and Price Per Task					FIRM'S TOTAL EXPENSES (w/ markup %)		
FIRM:					5.0%	\$ -	
					TOTAL SUBCONTRACTOR PRICES (w/ markup %):		
					5.0%	\$ -	

MEMORANDUM TO COUNCIL

To: Mayor and City Council Members
From: Roger Blakeley, PCR Director
Through: Marjie Veeder, Acting City Manager
Date: September 26, 2023
Re: Ordinance 2023-10: Creating FY24 Budget Amendment #1
To receive \$13,090.59 from the Aleutian Pribilof Islands Association to pay an instructor for the Senior Exercise Program

SUMMARY: Ordinance 2023-10 accepts \$13,090.59 to fund the Senior Exercise Program.

PREVIOUS COUNCIL ACTION: In 2019, Council approved a similar request for \$7,000 to start the program. The program was successful, with funding from Aleutian Pribilof Islands Association (APIA). Due to the COVID-19 pandemic and the inability to offer regular instructor led classes in FY21 this funding request was not made in 2020. Council approved a similar budget amendment for \$7,200 in FY22 and \$10,000 in FY23 which allowed the Department of Parks, Culture (PCR) to continue offering this programming in partnership with APIA.

BACKGROUND: APIA partnered with PCR to develop a senior exercise program. APIA received a grant to fund the program and works with PCR to provide an instructor. PCR requests a budget amendment to allocate an additional \$13,090.59 to 01023251-51200 (Temporary Employees) to hire the instructor for this program. This amount reflects the amount of money APIA received to fund the personnel portion of the program.

PCR will invoice APIA for the hours worked by the instructor and we will receive reimbursement for those hours up to the \$13,090.59 outlined in the APIA grant. The result is \$0 net loss to the city, and gives PCR the ability to provide a much-needed senior exercise class in cooperation with APIA. The program will end when the grant funds are exhausted.

DISCUSSION: Staff requests \$13,090.59 to pay the Instructor for the Senior Exercise Class held up to three times per week. Without this grant funding PCR would not be able to offer this senior exercise program to the community.

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

FINANCIAL IMPLICATIONS: None

LEGAL: None

STAFF RECOMMENDATION: Staff recommends adoption of Ordinance 2023-10.

PROPOSED MOTION: First reading: I move to introduce Ordinance 2023-10 and schedule it for second reading and public hearing on October 10, 2023.

CITY MANAGER COMMENTS: I support the Staff Recommendation.

ATTACHMENTS: None

MEMORANDUM TO COUNCIL

To: Mayor and City Council Members
From: Ben Knowles, Fire Chief
Through: Marjie Veeder, Acting City Manager
Date: September 26, 2023
Re: Ordinance 2023-10: Creating FY24 Budget Amendment #1
To receiving funding from State of Alaska Department of Health to update life-saving equipment and increase data sharing capabilities with IFHS

SUMMARY: Accepting grant funding from the State of Alaska, Department of Health, Division of Public Health – Division of Healthy and Equitable Communities, in the sum of \$78,500.

PREVIOUS COUNCIL ACTION: None

BACKGROUND AND DISCUSSION: The Unalaska Fire Department continues to progress its level of pre-hospital emergency care for the community by continually updating equipment and services to the highest level of industry standards. Augmenting funding has been a priority to ensure adequate funding and keeping a balanced budget. Recently, the fire department was awarded a no-match grant from the State of Alaska, Department of Health, Division of Public Health – Division of Healthy and Equitable Communities, in the sum of \$78,500.

This is a no-match grant and will allow the fire department to upgrade much needed life-saving equipment and increase our data sharing capabilities with the IFHS clinic. These funds will also support the Mobile Integrated Healthcare pilot program. The State will be invoiced directly for purchases.

Equipment	Cost (est.)	Justification
Updated Laryngoscopes	\$ 15,000.00	Updated respiratory equipment was identified during the pandemic. The need for intubation rose significantly.
Phlebotomy Infrared Lights	\$ 4,000.00	Aid to be able to gain peripheral IV access in sick and dehydrated patients, or those patients with poor vascular structure, i.e.. Elders, infants, etc...
Vital Stations	\$10,000.00	Vital station for medical trailer. Mounted inside at each patient station to be able to easily and quickly assess vital signs.

Server Update and Data Sharing	\$ 40,000.00	Server update for out dated IT equipment at IFHS Clinic. This will allow us to pursue new partnerships and be able to data share more efficiently across all platforms increasing the level of continuous care provided by FIRE/EMS and IFHS.
<hr/>		
Data Terminals	\$ 9,500.00	Tablets to be able to check-in and record patient contacts during community general wellness and pop-up vaccination clinics.
Est. Total: \$78,500		

ALTERNATIVES: Council could choose to not accept the grant funding.

FINANCIAL IMPLICATIONS: None

LEGAL: None.

STAFF RECOMMENDATION: Staff recommends approval.

PROPOSED MOTION: I move to introduce Ordinance 2023-09 and schedule it for public hearing and second reading on October 10, 2023.

CITY MANAGER COMMENTS: I concur with the Staff Recommendation.