

**CITY OF UNALASKA
UNALASKA, ALASKA
REGULAR MEETING
TUESDAY, MARCH 11, 2014, 7:00 P.M.
UNALASKA CITY HALL COUNCIL CHAMBERS
AGENDA**

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

RECOGNITION OF VISITORS

ADDITIONS TO AGENDA

MINUTES: FEBRUARY 25, 2014

FINANCIAL REPORT

BOARD/COMMISSION REPORTS: LIBRARY ADVISORY COMMITTEE MINUTES FOR JANUARY 6, 2014 & FEBRUARY 3, 2014

AWARDS/PRESENTATIONS

MANAGER'S REPORT

COMMUNITY INPUT/ANNOUNCEMENTS

PUBLIC INPUT ON AGENDA ITEMS

PUBLIC HEARING

1. **ORDINANCE 2014-05:** CREATING BUDGET AMENDMENT NO. 8 TO THE FY14 OPERATING BUDGET TO ADD A \$3,000,000 ADEC GRANT TO THE CONSTRUCTION LINE ITEM BUDGET FOR THE WATER TREATMENT IMPROVEMENT PROJECT (WA905)

WORK SESSION

1. **DISCUSSION:** RESOLUTION 2014-21 APPROVING A TIDELAND LEASE AGREEMENT FOR A TERM OF 50 YEARS BETWEEN THE CITY OF UNALASKA AND OUNALASHKA CORPORATION FOR A PORTION OF ATS 1396 TRACT A
2. **DISCUSSION:** ORDINANCE 2014-06 AMENDING THE SCHEDULE OF FEES AND CHARGES TO BE ASSESSED FOR CITY-PROVIDED SERVICES
3. **DISCUSSION:** ORDINANCE 2014-07 CREATING BUDGET AMENDMENT NO. 9 TO THE FY14 OPERATING BUDGET ACCEPTING AN ADEC LOAN FOR THE WATER TREATMENT FACILITIES IMPROVEMENT PROJECT (WA905), MOVING ALLOCATED GENERAL FUND DOLLARS FROM WATER TREATMENT FACILITIES IMPROVEMENT PROJECT (WA905) TO POWERHOUSE ENGINE #4 PROJECT (EL302), AND REQUESTING ADDITIONAL GENERAL FUND MONIES FOR POWERHOUSE ENGINE #4 PROJECT (EL302) AND SUMMER BAY ROAD REPLACEMENT PROJECT (PW401)
4. **DISCUSSION:** RESOLUTION 2014-28 AUTHORIZING THE CITY MANAGER TO AMEND THE BALLYHOO ROAD PAVING AND 2013 MISCELLANEOUS PAVING PROJECTS AGREEMENT WITH KNIK CONSTRUCTION COMPANY, INC., TO INCLUDE THE PAVING OF BIORKA DRIVE IN THE AMOUNT OF \$1,533,325
5. **DISCUSSION:** RESOLUTION 2014-31 AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH IMIG A/V FOR THE PURCHASE AND INSTALLATION OF THE UNALASKA SCHOOL MASTER CLOCK AND PA SYSTEM UPGRADES PROJECT IN THE AMOUNT OF \$83,310.71

RECONVENE TO REGULAR SESSION

CONSENT AGENDA

1. **RESOLUTION 2014-29:** AUTHORIZING THE SALE OF CITY OF UNALASKA SURPLUS PERSONAL PROPERTY
2. **RESOLUTION 2014-30:** CONFIRMING THE MAYOR'S APPOINTMENT OF DEBRA HANSON-ZUEGER TO THE LIBRARY ADVISORY COMMITTEE

UNFINISHED BUSINESS

1. **ORDINANCE 2014-05 – SECOND READING:** CREATING BUDGET AMENDMENT NO. 8 TO THE FY14 OPERATING BUDGET TO ADD A \$3,000,000 ADEC GRANT TO THE CONSTRUCTION LINE ITEM BUDGET FOR THE WATER TREATMENT IMPROVEMENT PROJECT (WA905)

NEW BUSINESS

1. **RESOLUTION 2014-21:** APPROVING A TIDELAND LEASE AGREEMENT FOR A TERM OF 50 YEARS BETWEEN THE CITY OF UNALASKA AND OUNALASHKA CORPORATION FOR A PORTION OF ATS 1396 TRACT A
2. **ORDINANCE 2014-06 - FIRST READING:** AMENDING THE SCHEDULE OF FEES AND CHARGES TO BE ASSESSED FOR CITY-PROVIDED SERVICES
3. **ORDINANCE 2014-07 – FIRST READING:** CREATING BUDGET AMENDMENT NO. 9 TO THE FY14 OPERATING BUDGET ACCEPTING AN ADEC LOAN FOR THE WATER TREATMENT FACILITIES IMPROVEMENT PROJECT (WA905), MOVING ALLOCATED GENERAL FUND DOLLARS FROM WATER TREATMENT FACILITIES IMPROVEMENT PROJECT (WA905) TO POWERHOUSE ENGINE #4 PROJECT (EL302), AND REQUESTING ADDITIONAL GENERAL FUND MONIES FOR POWERHOUSE ENGINE #4 PROJECT (EL302) AND SUMMER BAY ROAD REPLACEMENT PROJECT (PW401)
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COUNCIL DIRECTIVES TO MANAGER

COMMUNITY INPUT

ANNOUNCEMENTS

ADJOURNMENT

CITY OF UNALASKA
UNALASKA, ALASKA
REGULAR MEETING
February 25, 2014

The regular meeting of the Unalaska City Council was called to order by Mayor Marquardt at 7:00 p.m. on February 25, 2014, in the Unalaska City Hall Council Chambers. Roll was taken:

PRESENT

Shirley Marquardt, Mayor
Alejandro Tungul
Dennis Robinson
Roger Rowland
Tom Enlow

ABSENT

Zoya Johnson
David Gregory

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

RECOGNITION OF VISITORS: No visitors were introduced.

APPROVAL OF AGENDA: The agenda was adopted as presented.

MINUTES: The minutes of the February 11, 2014 regular meeting were approved as submitted.

FINANCIAL REPORT: The January 2014 financial report was included in the packet.

BOARD/COMMISSION REPORTS: Minutes from Planning Commission meetings on November 2, 2013 and January 23, 2014 were included in the packet.

AWARDS/PRESENTATIONS: Grace Magpantay was honored for her 20 years of service to the City of Unalaska.

MANAGER'S REPORT: City Manager Chris Hladick reported on the lobbying trip to Juneau, highlighting discussions about the PV *Stimson* and its potential move to Kodiak, available funding for Ports, funding for the fourth engine at the power house, and discussions with the City's lobbyist.

COMMUNITY INPUT/ANNOUNCEMENTS

1. The KUCB annual membership drive and fundraising auction will be held on Thursday and Friday of this week. For the first time, specific items will be available on-line only.
2. This Sunday, the library will celebrate the birthday of Dr. Seuss with a party at 2:00 p.m. at the library.
3. Graphic artist J. Torres will be at the school on Monday and Tuesday, March 3rd and 4th. He will also meet with the public on Monday evening at the library.
4. The Soup-Off will be held April 5th this year.
5. The UCSD basketball games were very exciting last week. The girls played at King Cove, and the King Cove boys played in Unalaska.
6. Mrs. O'Malley's and Mrs. Ley's third grade classes came to City Hall to learn more about what the Mayor and Council do and, through a mock meeting, they learned how a Council meeting works.

7. Christian Laxfoss was thanked for his letter supporting home-porting the PV *Stimson* in Unalaska. In his letter, he pointed to the quick response time of the *Stimson* as a key element in saving his son's life. He expressed his concern that lives might be lost with the extended response time if the *Stimson* is relocated to Kodiak.

PUBLIC INPUT: None

LEGISLATIVE

1. **PCR ADVISORY COMMITTEE ANNUAL REPORT TO COUNCIL**

Matt Lightner, chair, and Kelly Stiles, vice chair, of the PCR Advisory Committee reviewed the PCR programs and year in general.

2. **LIBRARY ADVISORY COMMITTEE ANNUAL REPORT TO COUNCIL**

Lynn Crane, chair, and Irena Adams, vice chair, of the Library Advisory Committee reviewed the achievements of the library over the last year.

3. **PLANNING COMMISSION/PLATTING BOARD ANNUAL REPORT TO COUNCIL**

Chris Bobbitt, chair of the Planning Commission/Platting Board, gave a brief overview of the Commission's year.

PUBLIC HEARING

Mayor Marquardt opened the hearing on Ordinance 2014-03.

1. **ORDINANCE 2014-03:** AN ORDINANCE CREATING BUDGET AMENDMENT NO. 7 TO THE FY14 OPERATING BUDGET TO PURCHASE NEW CELL DOOR LOCKS FOR CORRECTIONS FUNDED BY A STATE GRANT; INCREASE THE BUDGET FOR THE PURCHASE OF A VEHICLE FOR PARKS, CULTURE AND RECREATION; AND INCREASE THE CONSTRUCTION COSTS FOR THE WASTE HEAT RECOVERY PROJECT

Hearing no comments, Mayor Marquardt closed the hearing on Ordinance 2014-03.

WORK SESSION Rowland made a motion to move into a Work Session; Tungul seconded. Motion passed by consensus.

1. **PRESENTATION:** ELECTRIC RATE STUDY – MIKE HUBBARD

Mike Hubbard of Financial Engineering Company gave a presentation on the results of his cost of services study, the revenue requirements, and his recommendations for the immediate future.

2. **DISCUSSION:** CITY OF UNALASKA FY15 BUDGET GOALS

City Manager Chris Hladick reviewed the recommended budget goals for FY15.

3. **DISCUSSION:** RESOLUTION 2014-24 SUPPORTING THE STATE OF ALASKA DEPARTMENT OF PUBLIC SAFETY CONTINUING TO HOME-PORT THE ENFORCEMENT PATROL VESSEL *STIMSON* IN THE CITY OF UNALASKA, PORT OF DUTCH HARBOR

City Manager Chris Hladick reviewed the issues associated with the possibility of moving the PV *Stimson* to Kodiak.

4. **DISCUSSION**: RESOLUTION 2014-26 REQUESTING THAT THE ALASKA DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES REMOVE THE TORPEDO BOMBSIGHT AND UTILITY SHOP (TORPEDO BUILDING) ON PROPERTY LOCATED AT TOM MADSEN AIRPORT IN UNALASKA

City Manager Chris Hladick provided updated information on the attempt to have the torpedo building removed.

RECONVENE TO REGULAR SESSION

CONSENT AGENDA

Hearing no objections, Mayor Marquardt declared the revised Consent Agenda adopted.

1. **RESOLUTION 2014-14**: APPROVING THE UNALASKA CITY COUNCIL'S GOALS FOR THE FY15 BUDGET
2. **RESOLUTION 2014-27**: APPROVING THE MAYOR'S REAPPOINTMENT OF STEVEN GREGORY TO THE PLANNING COMMISSION / PLATTING BOARD

UNFINISHED BUSINESS

1. **ORDINANCE 2014-03 – SECOND READING**: AN ORDINANCE CREATING BUDGET AMENDMENT NO. 7 TO THE FY14 OPERATING BUDGET TO PURCHASE NEW CELL DOOR LOCKS FOR CORRECTION FUNDED BY A STATE GRANT; INCREASE THE BUDGET FOR THE PURCHASE OF A VEHICLE FOR PARKS, CULTURE AND RECREATION; AND INCREASE THE CONSTRUCTION COSTS FOR THE WASTE HEAT RECOVERY PROJECT

Robinson made a motion to approved Ordinance 2014-03; Tungul seconded.

VOTE: Motion passed unanimously.

NEW BUSINESS

1. **RESOLUTION 2014-23**: A RESOLUTION OF THE UNALASKA CITY COUNCIL APPROVING A TIDELAND LEASE AGREEMENT FOR A TERM OF 30-YEARS BETWEEN THE CITY OF UNALASKA AND OFFSHORE SYSTEMS, INC. FOR UTS 103 TRACT A-1

Enlow made a motion to approve Resolution 2014-23; Rowland seconded.

VOTE: Motion passed unanimously.

2. **RESOLUTION 2014-24**: A RESOLUTION OF THE UNALASKA CITY COUNCIL SUPPORTING THE STATE OF ALASKA DEPARTMENT OF PUBLIC SAFETY CONTINUING TO HOME-PORT THE ENFORCEMENT PATROL VESSEL *STIMSON* IN THE CITY OF UNALASKA, PORT OF DUTCH HARBOR

Enlow made a motion to approve Resolution 2014-24; Robinson seconded.

VOTE: Motion passed unanimously.

3. **RESOLUTION 2014-26**: A RESOLUTION OF THE UNALASKA CITY COUNCIL REQUESTING THAT THE ALASKA DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES REMOVE THE

TORPEDO BOMBSIGHT AND UTILITY SHOP (TORPEDO BUILDING) ON PROPERTY LOCATED
AT TOM MADSEN AIRPORT IN UNALASKA

Robinson made a motion to approve Resolution 2014-26; Rowland seconded.

VOTE: Motion passed unanimously.

4. **ORDINANCE 2014-05 – FIRST READING:** AN ORDINANCE CREATING BUDGET AMENDMENT NO. 8 TO THE FY14 OPERATING BUDGET TO ADD A \$3,000,000 ADEC GRANT TO THE CONSTRUCTION LINE ITEM BUDGET FOR THE WATER TREATMENT IMPROVEMENT PROJECT (WA905)

Robinson made a motion to approve Ordinance 2014-05 and move it to Public Hearing and Second Reading on March 11, 2014; Tungul seconded.

City Manager Hladick pointed to resources that may be available for additional funding.

VOTE: Motion passed unanimously.

COMMUNITY INPUT/ANNOUNCEMENTS

COUNCIL DIRECTIVES

ADJOURNMENT The meeting adjourned at 8:52 p.m.

Elizabeth Masoni
City Clerk

UNALASKA PUBLIC LIBRARY ADVISORY COMMITTEE

Monday, January 6, 2014
7:00 PM

Public Library,
Ray Hudson Room

Mission:

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

- I. Call To Order: **7:02 PM**
Roll Call: Present; **Crane, Thompson, Grande, Anderson, Dickson**
Absent: **Andersen, Adams**
- II. Introduction of Visitors: **Dan Masoni, Librarian**
- III. Additions or Changes to the Agenda: **Masoni was appointed Secretary Pro-Tem.**
- IV. Public Comment on Agenda Items: **None**
- V. Minutes of the November meeting. **Approved unanimously; Anderson/Dickson**
- VI. Librarian's Reports for November and December: **Accepted by Consensus following discussion.**
- VII. Old or Unfinished Business
 - A. Draft Council Request for Action – Library Expansion – Discussion:
Masoni outlined fiscal aspects of the State's Public Library Expansion Grant Program and possible Rasmuson Foundation participation in the Unalaska project.
- VIII. New Business
 - A. Calendar Year 2013 Committee Report to the Mayor and Council:
Masoni noted that the report is scheduled for either February 11 or February 25, depending on Council Agenda. The Committee requested that Masoni write a draft Report for consideration at its February 3rd meeting.
- IX. Announcements: **Noted that Dickson's term is expiring, so he was encouraged to reapply for appointment.**
- X. Adjournment: **7:40 PM**

Committee Members and Terms:

M. Lynn Crane, Chair - 02/2015 Mandy Andersen, Secretary - 02/2015 Cyri Thompson - 02/2016
Anthony Grande - 02/2016 Rhonda Anderson - 02/2016 Jim Dickson - 02/2014 Irena Adams - 02/2015

**UNALASKA PUBLIC LIBRARY
ADVISORY COMMITTEE**

Monday, February 3, 2014
7:00 PM

Public Library,
Ray Hudson Room

Mission:

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

- I. Call To Order and Roll Call.- **7:02 Present: Crane; Andersen; Thompson; Grande; Anderson; Dickson. Absent: Adams**
- II. Introduction of Visitors- **D. Tyrell McGirt, PCR Director, Dan Masoni , Librarian**
- III. Additions or Changes to the Agenda - **none**
- IV. Public Comment on Agenda Items - **none**
- V. Minutes of the November (**January**) meeting- **motion to approve by Anderson; Thompson 2nd**
- VI. Librarian's Reports for November and December (**January**)– **in addition to report: retired VHS tapes will go to Friends of Library room; 6 teleconference classes held within 2 days for UCSD students**
- VII. Old or Unfinished Business
 - A. Draft Council Request for Action – Library Expansion – Discussion – **memo for presentation to council in April attached; no committee comments**
 - B. Draft CY13 Committee Report To Mayor and Council – Discussion/Action -**none**
(Report is now scheduled for February 25th)
- VIII. New Business
 - A. **-none**
- IX. Announcements: **Dickson will not apply to renew committee membership; Adams requested to vacate seat; Masoni out of town Feb 7th-12th; Soup-Off April 5th**
- X. Adjournment **7:25**

Committee Members and Terms:

M. Lynn Crane, Chair - 02/2015 Mandy Andersen, Secretary - 02/2015 Cyri Thompson - 02/2016
Anthony Grande - 02/2016 Rhonda Anderson - 02/2016 Jim Dickson - 02/2014 Irena Adams - 02/2015

CITY OF UNALASKA
UNALASKA, ALASKA

ORDINANCE NO. 2014-05

CREATING BUDGET AMENDMENT NO. 8 TO THE FY14 OPERATING BUDGET TO ADD A \$3,000,000 ADEC GRANT TO THE CONSTRUCTION LINE ITEM BUDGET FOR THE WATER TREATMENT IMPROVEMENT PROJECT #WA905.

BE IT ENACTED BY THE UNALASKA CITY COUNCIL

Section Classification: This is a non-code ordinance.
Section Effective Date: This ordinance becomes effective upon adoption.
Section Content: The City of Unalaska FY14 Budget is amended as follows:

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

Amendment No. 8 to Ordinance #2013-09

		<u>Current</u>	<u>Requested</u>	<u>Revised</u>
II. CAPITAL BUDGET				
A. Enterprise Fund - Projects - Water Revenues				
ADEC Grant #87932	WA905	6,000,000		6,000,000
Projects				
Construction Services	WA905	3,000,000	3,000,000	6,000,000

PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE UNALASKA CITY COUNCIL
THIS _____ DAY OF MARCH 2014.

MAYOR

ATTEST:

CITY CLERK

**Summary of Budget Amendment
and Schedule of Proposed Accounts**

- 1) **Water** - This request is for the placement of the \$3,000,000 grant from ADEC for the Water Treatment Improvement Project, WA905, construction line item.

	<u>Org</u>	<u>Object</u>	<u>Project</u>	<u>Current</u>	<u>Requested</u>	<u>Revised</u>
<u>1) Capital Projects - Enterprise Fund - Water</u>						
Sources:						
Misc State Oper Grants	5100641	42299	WA905	6,000,000		6,000,000
Uses:						
Construction	5100653	54500	WA905	3,000,000	3,000,000	6,000,000

MEMORANDUM TO COUNCIL

TO: MAYOR AND CITY COUNCIL MEMBERS
THRU: CHRIS HLADICK, CITY MANAGER
FROM: DAN WINTERS, DIRECTOR OF PUBLIC UTILITIES
DATE: FEBRUARY 25, 2014
RE: **ORDINANCE NO. 2014-05, A BUDGET AMENDMENT FOR THE WATER TREATMENT FACILITY IMPROVEMENTS, WA905, BUDGETING AN ALASKA DEPARTMENT OF ENVIRONMENTAL CONSERVATION GRANT IN THE AMOUNT OF \$3,000,000.**

SUMMARY: Through Ordinance 2014-05, staff is requesting the placement of \$3,000,000 grant obtained from the Alaska Department of Environmental Conservation, into the Water Treatment Improvement Project, WA905 construction line item. The available budget in the construction line item is \$9,835,780. The estimated construction cost is \$12,553,000 and the total cost of the project is estimated to be approximately \$15,663,714. Placing this \$3,000,000 grant into the projects construction line item will create a construction line item balance of \$12,835,780.

PREVIOUS COUNCIL ACTION: Council has acted on the New Water Treatment Plant Project a number of times:

- Council approved the FY2008 Capital Budget via Ordinance 2007-05, adopted on June 12, 2007, which provided \$200,000 for Phase I of this project?
- Council approved the FY2009 Capital Budget via Ordinance 2008-08, adopted on May 27, 2008, which provided \$550,000 for Phase II – Design.
- Council passed Resolution No. 2009-42, a Resolution of the Unalaska City Council identifying the Water Treatment Plant – LT2 Rule – Phase III Construction Project as the highest priority project for funding from the State of Alaska for the State Fiscal Year 2011, on July 28, 2009.
- During the October 13, 2009 council meeting, Council chose to combine aspects of Alternatives 1 & 2 from the preliminary design for the future design of the Water Plant upgrades.

- On April 20, 2010, Council approved the award of the design of the Water Treatment Plant – LT2 Upgrades to Larsen Consulting Group.
- On May 25, 2010, Council passed Resolution No. 2010-38, a Resolution of the Unalaska City Council identifying the Water Treatment Plant – LT2 Rule – Phase III Construction Project as the highest priority project for funding from the State of Alaska for the State Fiscal Year 2012.
- On December 13, 2011, Council approved Resolution 2011-12 which accepted a \$716,800 grant from the U.S. Environmental Protection Agency for the construction of a new Water Treatment Plant.
- On December 27, 2011, Council approved Resolution 2011-66 which accepted a 3,000,000 grant from the Alaska Department of Environmental Conservation for the construction of a new Water Treatment Plant for the State Fiscal Year 2012.
- At the December 27, 2011 Council Meeting, Council approve Resolution 2011-66, a Resolution accepting a \$3,000,000 grant from ADEC for the construction of New Water Treatment Plant.
- At the October 8, 2014 Council Meeting, Council approved Resolution 2013-68, a Resolution accepting a second \$3,000,000 grant from ADEC for the construction of the New Water Plant.

BACKGROUND: The US EPA's Long Term 2 Enhanced Surface Water Treatment Rule (LT2 Rule) requires all unfiltered drinking water systems be capable of a minimum of 2-log removal of Cryptosporidium. The results of the Water Utility's Cryptosporidium analysis confirmed the 2-log removal of Cryptosporidium requirement as the minimum. In an unfiltered drinking water system such as the City's, two different disinfection methods are necessary to meet the requirement. Although chlorine is currently used for disinfection, an additional form of disinfection is required. The upgrades consist of installation of UV disinfection, correcting electrical and chlorine safety issues, and upgrading the single phase main electrical line to the Water Plant, to a three phase electrical line.

Full EPA compliance was due by October 1, 2014; however, the City was granted an extension to through a compliance order by consent to complete the project by December 31, 2015. The City of Unalaska contracted with Larsen Consulting Group for the final design of the upgrades to the Pyramid Water Treatment Plant. Larsen submitted final plans on December 2, 2013.

On December 6, 2013, the City went out to bid for the construction of the New Water Plant. The original bid opening date was on January 16, 2014 but due to numerous questions and plan clarification, the bid date was moved to March 13, 2014.

DISCUSSION: When the 35% design was completed for this project, staff began looking for grant and loan opportunities to fund construction in FY2013. To date, the City has received \$6,716,800 in grants for this project.

The subject ADEC grant amended the State Fiscal Year 2012 ADEC Municipal Matching Grant by adding \$3,000,000. The EPA grant which Council accepted at the December 13, 2011 Council Meeting may be used as matching funds for this grant, and vice versa.

The total cost of this project is estimated to be approximately \$15,663,714, which includes \$810,714 for design, \$12,553,000 for construction, \$100,000 for permitting, \$1,250,000 for contingency, and \$950,000 for Construction Engineer Inspection, as is shown in Table 1 below.

The table below also shows the current funding of \$15,663,714 for this project. If construction bids are higher than estimated, the City still has the option of using the ADEC loan in the amount of \$5,000,000. Staff is reluctant to use the loan funds unless absolutely necessary.

Table 1
WA905 Project Cost and Funding Needs

Project Costs:

Design	\$810,714	
Construction	\$12,553,000	
Permitting	\$100,000	
Contingency (10%)	\$1,250,000	
CEI (10%)	\$950,000	
TOTAL COST		\$15,663,714

Current Funding:

2011 EPA Grant	\$716,800	
2012/2014 Legislative Grant	\$6,000,000	
GF Designation	\$4,260,710	
Enterprise Transfer	\$4,686,281	
TOTAL REVENUE		\$15,663,791
TOTAL PROJECT NEED AS OF 02/18/14:		-\$77

ALTERNATIVES: Staff has exhausted all granting organizations to fund the new water treatment plant. Another alternative for funding is the ADEC loan program, which has been explored, but receiving these grants has saved us from exercising this option.

FINANCIAL IMPLICATIONS: Council accepted the FY2012 and FY2014 ADEC grants totaling \$6,000,000. Through this Ordinance, Council is approving

placing the FY2014 ADEC grant in the amount of \$3,000,000, into the construction line item, 5100653-54500-WA905, of this project.

Table 2 below, shows the project Original Budget, Spent and Allocated, and Available budget totals after the \$3,000,000 grant has been placed into the construction line item of this project.

Table 2

Water Treatment Plant Upgrades WA905			
Account Description	Original Budget	Spent/Allocated	Available Budget
Legal	\$ 500	\$ 97.50	\$ 402.50
Engineering and Architectural	\$ 1,143,610	\$ 1,128,670.80	\$ 14,939.20
Other Professional	\$ 1,800	\$ 684.20	\$ 1,115.80
Sampling and Testing	\$ 4,800	\$ 4,529.07	\$ 270.93
Survey Services	\$ 4,800	\$ 4,798.00	\$ 2.00
Construction Services	\$ 14,172,781	\$ 1,337,000.78	\$ 12,835,780.22
Telephone/Fax/TV	\$ 1,500	\$ 352.64	\$ 1,147.36
Advertising	\$ 1,500	\$ 1,279.80	\$ 220.20
Permit Fees	\$ 298,500	\$ -	\$ 298,500.00
General Supplies	\$ 30,500	\$ 25,991.16	\$ 4,508.84
Machinery & Equipment	\$ 3,500	\$ 3,370	\$ 130.00
Totals	\$ 15,663,791	\$ 2,506,774	\$ 13,157,017

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LEGAL: The City Manager will determine whether a legal opinion is required.

STAFF RECOMMENDATION: Staff recommends Council approve Ordinance 2014-05.

PROPOSED MOTION: “move to approve Ordinance 2014-05”

CITY MANAGER’S COMMENTS: I recommend approval of this budget amendment.

**CITY OF UNALASKA
UNALASKA, ALASKA**

RESOLUTION 2014-21

A RESOLUTION OF THE UNALASKA CITY COUNCIL APPROVING A TIDELAND LEASE AGREEMENT FOR A TERM OF 50 YEARS BETWEEN THE CITY OF UNALASKA AND OUNALASHKA CORPORATION FOR A PORTION OF ALASKA TIDELAND SURVEY 1396 TRACT A

WHEREAS, the City of Unalaska is the owner of Alaska Tideland Survey (ATS) 1396 Tract A; and

WHEREAS, Ounalashka Corporation (OC), desires to lease a 3.274 acre portion of ATS 1396 Tract A, to be identified as UTS 104 Tract A-1, to construct a marine facility; and

WHEREAS, a new marine facility is consistent with Unalaska Comprehensive Plan by helping to strengthen and diversify the local economy; and

WHEREAS, the lease application is being processed in accordance with City Manager Regulations for Tidelands Leasing, License, Exchange or Sale as well as Section 6.3 of the 2010 Real Property Purchase, Sale and Escrow Agreement between the City of Unalaska and OC; and

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

WHEREAS, the City Council has determined that a 50-year lease is of benefit to the city as it promotes long-term, substantial, durable, and desirable investment in Unalaska's tidelands and allows for an existing business to expand its practices in our community;

NOW THEREFORE BE IT RESOLVED THAT THE UNALASKA CITY COUNCIL approves a tideland lease between the City of Unalaska and Ounalashka Corp for a 3.274 acre portion of ATS 1396 Tract A with the lease rate amount as negotiated by the City Manager in accordance with the City Manager Regulations for Tideland Leasing, License, Exchange or Sale.

PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE UNALASKA CITY COUNCIL THIS 11TH DAY OF MARCH 2014.

MAYOR

ATTEST:

CITY CLERK

MEMORANDUM TO COUNCIL

TO: MAYOR AND CITY COUNCIL MEMBERS
THRU: CHRIS HLADICK, CITY MANAGER
FROM: ERIN REINDERS, DIRECTOR OF PLANNING
DATE: MARCH 3, 2014
RE: RESOLUTION 2014-21

SUMMARY: A tideland lease between City of Unalaska and Ounalashka Corporation has been drafted and is being processed in accordance with City code, regulations, and existing agreements. City Council approval is required for the lease because the term is greater than 5 years. Staff recommends approval of Resolution 2014-21.

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

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

In accordance with the intent of Section 6.3 of the 2010 Real Property Purchase, Sale and Escrow Agreement between OC and the City for the purchase of land for Carl E Moses Boat Harbor, the Ounalashka Corporation (OC) has up to ten years to enter into a lease for up to one acre of contiguous tideland in ATS 1396 Tract A, provided that is done so under the tideland lease regulations in effect when OC submits the tideland lease application. All rent and fees for the tideland lease for the original and any extension are to be waived. Additionally, once this lease has been executed, OC is to surrender all barge landing rights on ATS 1246.

DISCUSSION: OC has submitted an application to lease a portion of ATS 1396 Tract A. The application is being processed and the attached lease has been drafted in accordance with the Title 7 and Regulations for Tidelands Leasing as well as Section 6.3 of the 2010 Real Property Purchase, Sale, and Escrow Agreement between OC and the City for the purchase of land for Carl E Moses Boat Harbor. OC and the City have coordinated closely on refining the area of the lease so that it does not overlap with artificial reefs installed as part of the mitigation requirement related to the construction of Carl E Moses Boat Harbor. The resulting 3.274 acres involved with this lease agreement has now been surveyed with the one acre clearly noted for demonstration purposes, and will be platted and recorded with the State Recorder's Office.

Once finalized, this recorded plat will be attached to the lease as Exhibit A to replace the preliminary survey attached.



Location Map

Prior to the City signing the agreement, OC will provide proof of insurance. All insurance requirements are identified in the lease agreement. Additionally, as described in the Tideland Regulations, a lease bond based on 5% of the estimated value of the proposed improvements, in this case for the initial development of a barge loading facility, will need to be provided to the city prior to the signing the agreement.

Army Corps of Engineer, and other required permits, for the initial phase of the project is in the process of being obtained. Additionally, building permit will need to be obtained from the Department of Public Works. No construction will be permitted by the City until documentation is provided to verify that these permits have been issued, as noted in the lease agreement.

The City Manager Regulations for Tidelands suggest a maximum of a 30-year lease, but also identify the following consideration when determining the actual lease term: the desirability of the proposed use, the proposed investment in improvements, durability of improvements, public benefit and other relevant factors. To this end, OC has requested the length of the lease be 99 years. OC is upland owner and plans to make significant investment in the tideland and on the

upland over that period of the lease, including a barge loading facility, open cell sheet pile dock, and an industrial complex. Such improvements in this location help to diversify our community's economy. These substantial, durable, and desirable improvements are anticipated to outlast the typical 30-year tideland lease.

With these considerations and research of lease terms throughout the state, staff finds that a tideland lease term of 50 years would be in the best interest of the city, the applicant, and the public. OC would need to reapply for a lease under the effective City Manager Regulations for Tidelands at the end of the lease term. It should be noted that in a recent similar situation, Bering Shai Marine, LLC requested a 75-year term with staff recommending a 50-year term however, City Council voted to grant a 75-year term as requested by the applicant.

The annual rent for this 3.274 acre property has been based on 2.274 acres in keeping with the intent of Section 6.3 of the Real Property Purchase, Sale and Escrow Agreement requiring one acre to be leased free of charge. An appraisal of the tideland has been prepared and the annual lease rate of \$4,953 has been set as it is 10% of the appraised value of the tideland. This is explained in the lease agreement, as is the expectation that the barge landing easement be vacated in accordance with Section 6.3 of the Real Property Purchase, Sale, and Escrow Agreement.

ALTERNATIVES: If the City Council finds that it is in the best interest of the City to reject Resolution 2013-64 as is, they may alternatively grant the lease agreement for 30 years (as is typical), grant the lease agreement for 75 years (as the Council has recently granted), grant the lease agreement for 99 years (as is requested by the applicant), or reject the application for lease altogether.

FINANCIAL IMPLICATIONS: The annual rent has been set at \$4,953 for 50 years, which totals \$247,650. This does not account for potential increased tax revenue that might result from the expansion, nor incremental rate increases. As described in the lease, the incremental rate increases will be based on appraisal of the lease property only, and will not include improvements on the property

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

STAFF RECOMMENDATION: Staff recommends approval of Resolution 2014-21.

CITY MANAGER COMMENTS: I recommend moving forward in finalizing a 50-year tideland lease agreement.

CITY OF UNALASKA
TIDELAND LEASE AGREEMENT
UTS 104, Tract A-1
FOR CITY OWNED TIDELANDS

This Lease Agreement is made and entered into this ____ day of _____, 2014, between the City of Unalaska, a first-class Alaska municipal corporation (“Lessor”), whose address is P.O. Box 610, Unalaska, Alaska 99685, and Ounalashka Corporation (“Lessee”), whose address is P.O. Box 149, Unalaska, AK 99685. This Lease Agreement supersedes all other existing Lease Agreements between these parties, or related parties, for the property described in the following section.

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

Leased Premises. The Lessor hereby leases to the Lessee, and the Lessee hereby leases from the Lessor, the following parcel of land (collectively “Parcel”), which are situated in the State of Alaska, shown in a Tideland Plat signed by Registered Professional Land Surveyor in the State of Alaska, comprised of 3.274 Acres, more or less, and are described as follows:

Tract A-1 of the Unalaska Tideland Survey 104, a subdivision of ATS 1396 Tract A, according to the official survey and recorded thereof included as Exhibit A, Plat Number _____, Aleutian Islands Recording District, Third Judicial District, State of Alaska.

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

- A. Easements, rights of way and reservations of record.
- B. All reservations contained in the City’s Patent No. 355 of ATS 1396 Tract A.
- C. The rights of the public to access tidelands under the Alaska Constitution.
- D. The rights of the public to access tidelands under the Public Trust Doctrine.

1. Term. The term of this Lease shall be for a period of 50 years commencing on the _____ day of _____, 20____ and ending on the _____ day of _____, 20____.

2. Rent. The Lessee shall pay to the Lessor the following rent (“Rent”) for the Parcel: equal annual payments, in advance, on or before the _____ of the first month of the period of said rental term at the rate of Four Thousand Nine-Hundred and Fifty Three (\$4,953.00) for the 3.274 Acre Parcel for the first year, such annual rental payments to be subject to adjustment in accordance with Paragraph 3 of this Agreement.

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

Lease rate is based on 2.274 acres in keeping with the intent Section 6.3 of the 2010 Real Property Purchase, Sale, and Form A: UTS 104 Tract A-1 / Portion of ATS 1396 Tract A Tideland Lease Agreement – OC

Escrow Agreement between the OC and the City for the purchase of land for the Carl E Moses Boat Harbor.

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

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

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

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

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

7. Improvements. The Lessee may make permanent improvements to the Parcel permitted by applicable law. Improvements proposed as part of the lease application shall be made to the leased tideland within 2 years of the signing of the lease, or lease may be revoked. The Lessee must within 90 days of completion of any such improvements including, but not limited to, structural improvements, clearing, leveling, excavation, and backfill, file with the Lessor adequate and reasonable documentation of such improvements, setting forth all applicable costs and quantities. Failure to provide such documentation may result in a loss of credit to the Lessee for such improvements when the original condition of the Parcel is determined for reappraisal purposes under Paragraph 3 hereof.

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

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

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

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

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

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

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

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

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

Barge Landing Easement for the barge landing rights on ATS 1246 are to be vacated upon execution of this lease in keeping with the intent Section 6.3 of the 2010 Real Property Purchase, Sale, and Escrow Agreement between Form A: UTS 104 Tract A-1 / Portion of ATS 1396 Tract A Tideland Lease Agreement – OC

the OC and the City for the purchase of land for the Carl E Moses Boat Harbor.

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

(a) If all of the Parcel is taken by condemnation, this Lease and all rights and obligations of the Lessee will immediately terminate, and the rent will be adjusted so that it is due only until the date the Lessee is required to surrender possession of the Parcel. The Lessor is entitled to all the condemnation proceeds, except that the Lessee will be paid the portion of the proceeds attributable to relocation costs or to improvements located on the Parcel.

(b) If the taking is of a substantial part of the Parcel, the following rules apply:

(1) If the taking reduces the ground area of the Parcel by at least 30 percent or materially affects the use being made by the Lessee of the Parcel, the Lessee has the right to elect to terminate or not to terminate this Lease by written notice to the Lessor not later than 180 days after the date of taking.

(2) If the Lessee elects to terminate this Lease, the provisions in (a) of this subsection govern the condemned portion of the Parcel and the terms of the Lease govern disposal of the remainder if any

(3) If the Lessee elects not to terminate, the Lease continues and the Lessor is entitled to the full condemnation proceeds, except the Lessee will be paid the portion attributable to relocation costs or to improvements located on Parcel. Except as it may be adjusted from time to time under the terms of this Lease, rent for the balance of the term will be equitably adjusted by the Lessor to reflect the taking.

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

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

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

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

20. Mineral Reservations. The Lessor hereby expressly saves, excepts, and reserves out of the grant hereby made, unto itself, its lessees, successors, and assigns forever, all oils, gases, coal, ores, minerals (other than sand, gravel and rock), fissionable materials, geothermal resources, and fossils of every name, kind or

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

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

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

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

23. Land Alterations Due to Natural or Artificial Causes. The Parcel described herein shall constitute the entire Parcel of property to be leased by the Lessor to the Lessee pursuant to this agreement. If, through natural or artificial causes, accretion or reliction of land occurs on property contiguous to the Parcel that

Form A: UTS 104 Tract A-1 / Portion of ATS 1396 Tract A Tideland Lease Agreement – OC

is owned by the Lessor, the Lessee shall have no right to occupy or use such contiguous property unless a separate lease is entered with the Lessor with respect to such property. The parties agree and stipulate that the rules of law usually applicable to accretion or reliction of land shall not apply to this Lease, nor to the Parcel leased hereunder, in order that the parties may give effect to the provision agreed upon herein.

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

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

26. Hazardous Substances. Lessor represents and warrants to Lessee that, to the best of its information, knowledge and belief, no hazardous substances have been released, discharged or spilled on the Parcel; however, Lessor does not represent, warrant or guarantee that this is necessarily the case. Otherwise, Lessor has made no express or implied representations or warranties to Lessee with respect to the release, discharge or spillage of any hazardous substances in, on or about the Parcel. Lessee hereby releases and discharges Lessor, its affiliates and all of their respective past, present and future officials, employees, agents, attorneys, insurers and representatives, with prejudice, from any and all claims, obligations or liabilities which have arisen, resulted from or are based upon, or may in the future arise out of, result from or be based upon, in whole or in part, the past release, discharge or spill of any hazardous substances or other environmental pollution in, on or about the Parcel, regardless of whether such claim, obligation or liability, or the type or extent thereof, is now known or foreseeable; provided, however, that such release and discharge shall be inapplicable to claims, obligations and liabilities that are based upon a material breach of the representations and warranties made by Lessor in this Agreement.

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

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

- (a) Have materials and equipment available on the Parcel at all times sufficient to contain and

clean up any hazardous substance that may reasonably be expected to be spilled on or about the Parcel. A list of said material and equipment shall be provided to Lessor for approval at the request of Lessor which approval shall not be unreasonably withheld. Lessee shall comply with all reasonable requests of Lessor regarding the amount and type of equipment and material to be kept available on the Property to contain and clean up any hazardous substance that may reasonably be expected to be spilled on or about the Property.

(b) Prior to commencing operations from any improvement on the Parcel for which a DEC-approved Spill Contingency Plan is required, Lessee shall provide evidence of the existence of such an approved plan in a form acceptable to Lessor.

(c) Lessor's inspection rights identified in paragraph 24 specifically include the right to inspect the materials indicated as present and stored for purposes of responding to spills of hazardous substances on the Parcel.

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

30. Waiver or Forbearance. The receipt of rent by the Lessor, with or without knowledge of any breach of the Lease by the Lessee, or of any default on the part of the Lessee in the observance or performance of any of the terms, conditions or covenants of this Lease, shall not be deemed to be a waiver of any provision of this Lease. No failure on the part of the Lessor to enforce a condition or covenant of this Lease, nor the waiver of any right hereunder by the Lessor, unless in writing, shall discharge or invalidate the application of such term or covenant; nor shall any forbearance or written waiver affect the right of the Lessor to enforce any term or covenant in the event of any subsequent breach or default. The receipt by the Lessor of rent or any other sum of money, or the termination in any manner of the Lease, or the giving by the Lessor of any notice hereunder to effect such termination, shall not reinstate, continue, or extend this Lease, nor destroy or in any manner or impair the validity of any such notice of termination which may have been given hereunder by the Lessor to the Lessee prior to the receipt of any such sum of money or other consideration, unless the contrary effect shall be expressed in writing and signed by the Lessor.

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

32. Breach and Remedies.

(a) Time is of the essence of this Lease. If the Lessee shall materially breach any of the terms, covenants, conditions or stipulations contained in this Lease or attached hereto which are applicable to it, and said breach shall not be completely cured within 60 days after written notice of such breach has been served by the Lessor upon the Lessee and each holder of a security interest in the Lessee's interest under this Lease that has notified the Lessor of such security interest, the Lessee shall be subject to such legal rights and remedies as the Lessor shall have available to it under applicable law, including, but not limited to, the termination of this Lease; provided, however, that no improvements now upon the Parcel, or which may be placed thereon during the term of this Lease, may be removed therefrom during any time in which the Lessee

may be in material breach of this Lease. In the event that this Lease is terminated by the Lessor for a material breach by the Lessee of this Lease, all rents paid by the Lessee shall be forfeited to and retained by the Lessor, not as a penalty, but as liquidated damages for such breach. The Lessor shall not be liable for any expenditures made by the Lessee or undertaken by the Lessee under this Lease prior to such termination.

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

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

33. Disposition of Improvements and Personality After Termination:

(a) Improvements, fixtures, machinery and equipment owned by lessee shall be removed by lessee from the Property within sixty (60) days after the expiration or termination of this Lease; provided that such removal will not cause injury or damage to the Property, or if it does, Lessee shall indemnify Lessor for the full amount of such damage; and further provided that any improvements, fixtures, machinery or equipment left on the Property by Lessee shall be in good, safe and tenantable or operable condition; and further provided that Lessee shall not commit, create, leave or allow to exist on the Property any nuisance or public nuisance. The Lessor may extend the time for such removal in case hardship is shown to Lessor's satisfaction, provided application for extension has been made in writing and received by Lessor within said sixty (60) day period.

(b) Any buildings, improvements, fixtures, machinery, equipment or other items of real or personal property, which are not removed from the Property within the time allowed in paragraph 33 (a) of this Lease, shall immediately become the property of Lessor and title thereto shall vest in Lessor without further action on the part of Lessee or Lessor. Lessor may use, sell, destroy, or otherwise dispose of any such property in any matter that it sees fit, without further obligation to Lessee.

34. Indemnification. To the fullest extent allowed by law, Lessee shall defend indemnify and hold harmless Lessor from and against all claims and demands for loss or damage, including property damage, personal injury, wrongful death, and wage or employment claims arising out of or in connection with the use or occupancy of the Parcel by Lessee or by any other person holding under Lessee from any accident or fire on the

Parcel and from any nuisances made or suffered thereon; and from any failure by Lessee to keep the Property in a safe and lawful condition except to the extent that such claims or demands are caused by the fault of Lessor or its agents, representatives, employees or contractors.

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

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

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

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

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

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

Lessor;

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

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

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

To Lessee: Ounalashka Corporation
 PO Box 149
 Unalaska, AK 99685

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

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

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

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

41. Applicable Law. This Lease shall be governed by the laws of the State of Alaska. The venue for any dispute between the parties shall lie exclusively with the courts for the Third Judicial

District for the State of Alaska at Anchorage, or, alternatively, with the United States District Court for the District of Alaska at Anchorage, unless a non-waivable federal or Alaska law should require to the contrary.

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

CITY OF UNALASKA

OUNALASHKA CORPORATION

Chris Hladick
City Manager

Rick Miller
CEO

STATE OF ALASKA)
) ss.
Third Judicial District)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Rick Miller, CEO of OUNALASHKA CORPORATION of Unalaska, Alaska, on behalf of the corporation.

Notary Public, State of Alaska

My Commission expires _____

STATE OF ALASKA)
) ss.
Third Judicial District)

The foregoing instrument was acknowledged before me this ____ day of _____ 20__, by Chris Hladick, City Manager for the City of Unalaska, a First Class Alaska Municipal Corporation, on behalf of the City of Unalaska.

Notary Public, State of Alaska

My Commission expires _____

Exhibit A

RECORD MEASUREMENTS
 PLAT No. 22-17

LINE	BEARING	DISTANCE
1	N 89° 15' 00" E	1.00
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AFTER RECORDATION, PLEASE RETURN TO:

**City of Unalaska
Planning Department
PO Box 610
Unalaska, AK 99685**

CITY OF UNALASKA
UNALASKA, ALASKA

ORDINANCE 2014-06

AN ORDINANCE OF THE UNALASKA CITY COUNCIL AMENDING THE SCHEDULES OF FEES AND CHARGES TO BE ASSESSED FOR CITY-PROVIDED SERVICES.

BE IT ENACTED BY THE UNALASKA CITY COUNCIL AS FOLLOWS:

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

Section 2: Adoption of a Schedule of Rates and Charges. The Council hereby amends the following schedules of rates and charges to be paid by consumers of the identified City-provided services, labor, and equipment. The schedules adopted are listed individually below and are attached hereto. Each schedule shall remain in effect until such time as it may be amended by subsequent ordinance.

♦ Department of Ports and Harbors

Section 3. Effective Date. This ordinance shall take effect retroactive to January 1, 2014.

PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE UNALASKA CITY COUNCIL
THIS 8TH DAY OF April 2014.

MAYOR

ATTEST:

CITY CLERK

MEMORANDUM TO COUNCIL

TO: MAYOR AND CITY COUNCIL MEMBERS
THRU: CHRIS HLADICK, CITY MANAGER
FROM: PEGGY MCLAUGHLIN, PORT DIRECTOR
DATE: MARCH 11, 2014
RE: ORDINANCE 2014-06 AMENDING THE SCHEDULE OF FEES AND CHARGES FOR CITY-PROVIDED SERVICES

SUMMARY:

This request is to amend the wharfage charges in the City of Unalaska Schedule of Fees and Charges for the CEM Drive-Down Float. Adoption of this Ordinance would eliminate minimum wharfage fees referencing the UMC Tariff and allow the Port Department to assess wharfage fees based on actual tonnage loaded and unloaded at CEM. This ordinance would be retroactive to be in effect January 1, 2014.

PREVIOUS COUNCIL ACTION:

In 1999, Council adopted the Schedule of Fees and Charges, which incorporated fees paid by consumers for City-provided services into one document. Each year following that, the schedule has been reviewed for amendments.

BACKGROUND:

The annual review and approval of the City of Unalaska Schedule of Fees and Charges is the mechanism for Council to review and adopt fees and charges for City-provided services and for staff to implement and update the billing rates.

The fees and charges for the Port-provided services are broken down into sections by facility and one section for fees that apply in general to all facilities. Because it was previously connected to AIEDA requirements, the Ports tariff is not included in the fee schedule, but is referenced in the fees and charges outlined for Ports. The Port tariff addresses fees for the Unalaska Marine Center and USCG dock. The Port is requesting to review a time-sensitive item in the Fee Schedule that references the UMC Tariff, but will also participate in the annual review of the Fees and Charges for City Provided Services.

DISCUSSION:

Ordinance 2014-06 is intended to address the wharfage fees charged at the CEM Drive-Down Float. Currently the schedule of fees under section IV, letter E references "Fishing Gear and Other Wharfage: Per the UMC Tariff". In the UMC Tariff, the minimum charge for wharfage is \$218.70, which equates to 47.54 tons. The general rate for wharfage is \$4.60

per ton. Under the Tariff a minimum wharfage “shall” apply. Consequently, CEM Drive-Down Float users shall, at minimum, pay \$218.70 or \$4.60 a ton, whichever is greater.

Unlike UMC, the CEM drive-down float is not intended for industrial cargo operations, but is equipped with a 2500-pound capacity crane. This crane’s intended use is to handle small operations for loading and unloading of gear, product, supplies, boat parts, and miscellaneous items to and from vessels docked alongside. It is an unrealistic assumption that vessels utilizing this crane are going to move as much as 47.54 tons, the minimum wharfage outlined in the UMC Tariff and referenced in the Fee Schedule. Many of the vessels using the drive-down float don’t have the capacity for 47.54 tons.

Further, the minimum wharfage fee assigned places undue financial burden on potential users. The maximum load we have seen at CEM Drive-Down Float is 7 tons. If this is “cargo” being chartered to other communities, it might be possible for the carrier to pass that charge on to their customer. If it is fish product, then costs are absorbed with consideration to the cost per pound of the fish. If a fisherman is delivering 1 tote of fish, the current minimum wharfage fee could easily represent +/- 40% of the value of the delivery. The fee structure is simply not cost-efficient and it allows no flexibility to make it affordable or attractive for smaller operations.

This ordinance proposes that wharfage assessed for the CEM Drive-Down Float shall be charged on a per-ton basis. This ordinance also recommends that this change to the fee structure be retro-active to January 1, 2014. According to Port billing records, this will capture any billing that would have wharfage charges starting in Calendar year 2014.

The section amended will strike Section IV, Letter E and add number 5 under Section IV, letter D.

ALTERNATIVES:

- Council could adopt the proposed fee change
- Council could choose to review the proposed change during the annual fee schedule review
- Council could choose not to adopt the proposed fees and charges

FINANCIAL IMPLICATIONS:

The approval of this ordinance does not greatly impact the revenues for the CEM Drive-Down Float, but does make it more attractive to increase activity.

LEGAL:

Not Applicable

STAFF RECOMMENDATION:

Staff recommends adopting the change to Ordinance 2014-06.

PROPOSED MOTION:

I move to approve Ordinance 2014-06 amending the Schedule of Fees and Charges to be assessed for Port-Provided Services.

CITY MANAGER'S COMMENTS: I recommend approval of this ordinance.

ATTACHMENTS:

Draft Schedule of Fees and Charges – Ports and Harbors Carl E. Moses Boat Harbor

SECTION IV: CARL E. MOSES BOAT HARBOR

A. Definitions

- Permanent Moorage: Moorage that has paid the minimum required pre-payment and vessel owner/operator has been assigned a reserved slip.
- Transient Moorage: Moorage that is not reserved and the vessel owner is not on the wait list. Transient users pay 1/180th of the annual rate (per fiscal year)
- Dockage: The charge assessed against a vessel for berthing at a facility for the purpose of transferring cargo.

B. Long Term and Reserved Moorage

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

Annual Rate:

<u>Vessel Length</u>		<u>Annual Base Rate</u>
From	To	Per Foot LF x LOA
0	49	\$40.25
50	59	\$46.00
60	69	\$51.75
70	79	\$63.25
80	89	\$74.75
90	99	\$80.50
100	109	\$86.25
110	119	\$92.00
120	129	\$103.50
130	139	\$115.00
140	149	\$132.25
150		\$149.50

- Not more than one vessel may be moored in a stall at any one time except with the prior consent of the harbor master. The harbor master may permit multiple occupancy of a single stall or float area if the harbor master determines that multiple occupancy would be safe and would facilitate maximum use of the harbor facilities.
- If a person utilizing moorage facilities owns or operates more than one boat that may, from time to time, be moored to the float, the moorage charge shall be based on the applicable rate as set by the Unalaska City Council.
- A person who owns or operates more than one vessel is permitted to lease only one exclusive stall unless there is no waiting list for the size of exclusive stall required by the second vessel. The second or other vessel(s) owned or operated by such a person shall be accommodated on a transient basis.

- An entity with multiple vessel(s) that has a permanent slip must indicate which vessel name belonging to that entity will occupy that slip and may substitute only one vessel owned by the entity per calendar year for that slip.
2. Waste oil disposal charge – See Section VI
 3. No refunds for pre-payment of long term moorage will be allowed for less than 180 days of occupancy.

C. Transient Moorage

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

Daily rate:

<u>Vessel Length</u>		<u>Daily Base Cost</u>
From	To	Per Foot LF x LOA
0	49	\$0.22
50	59	\$0.25
60	69	\$0.29
70	79	\$0.36
80	89	\$0.41
90	99	\$0.45
100	109	\$0.48
110	119	\$0.51
230	129	\$0.58
130	139	\$0.64
140	149	\$0.74
150		\$0.83

2. Waste oil disposal fee – See Section VI
3. For labor, equipment and other fees, see Section VI.

D. Drive-Down Float

The charge assessed against a vessel for berthing at a space designated as a mooring space or for mooring to a ship so berthed.

Wharfage – The charge assessed against all cargo being transferred over a facility or between vessels when berthed at a facility. ~~(See Tariff)~~

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

- Vessels must vacate the dock after cargo or gear on/off-loads are complete when requested to do so by the harbor master.
1. Permanent vessels will be granted a four-hour grace period. Once the vessel exceeds the four-hour grace period, the vessel will be charged the daily permanent rate.
 2. Transient vessels will be charged the transient daily rate. Once the vessel exceeds the four-hour grace period, the vessel will be charged an additional transient daily rate.
 3. For labor, equipment, and other fees, see Section VI.
 4. Dockage is \$0.89 per foot per 4 hours.
 5. **Wharfage Rate: \$4.60 per ton**

| A. ~~Fishing Gear and Other Wharfage~~ — Per UMC Tariff

CITY OF UNALASKA
UNALASKA, ALASKA

ORDINANCE NO. 2014-07

CREATING BUDGET AMENDMENT NO. 9 TO THE FY14 OPERATING BUDGET TO ACCEPT AN ADEC LOAN FOR THE WATER TREATMENT FACILITIES IMPROVEMENT PROJECT (WA905), MOVING ALLOCATED GENERAL FUND DOLLARS FROM WATER TREATMENT FACILITIES IMPROVEMENT PROJECT (WA905) TO POWERHOUSE ENGINE #4 PROJECT (EL302), REQUESTING ADDITIONAL GENERAL FUNDS FOR POWERHOUSE ENGINE #4 PROJECT (EL302) AND SUMMER BAY ROAD REPLACEMENT PROJECT (PW401).

BE IT ENACTED BY THE UNALASKA CITY COUNCIL

Section Classification: This is a non-code ordinance.
Section Effective Date: This ordinance becomes effective upon adoption.
Section Content: The City of Unalaska FY14 Budget is amended as follows:

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

Amendment No. 9 to Ordinance #2013-09

				<u>Current</u>	<u>Requested</u>	<u>Revised</u>
I. OPERATING BUDGET						
A. General Fund						
Revenues						
	Current year budgeted surplus			8,491,526	874,378	7,617,148
II. CAPITAL BUDGET						
A. Enterprise Fund - Projects - Water						
Revenues						
	Transfer from General Fund	WA905	4,260,710	(4,260,710)	-	
	ADEC Loan #879041	WA905	-	5,000,000	5,000,000	
Projects						
	Water Treatment Facility/Road Improvement	WA905	15,663,791	739,290	16,403,081	
B. Enterprise Fund - Projects - Electric						
Revenues						
	Transfer from General Fund	EL302	2,000,000	4,575,088	6,575,088	
Projects						
	Powerhouse Engine #4	EL302	3,000,000	4,575,088	7,575,088	
C. General Fund - Projects - Public Works						
Revenues						
	Transfer from General Fund	PW401	-	560,000	560,000	
Projects						
	Summer Bay Bridge	PW401	1,770,000	560,000	2,330,000	

PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE UNALASKA CITY COUNCIL
THIS _____ DAY OF APRIL 2014.

MAYOR

ATTEST:

CITY CLERK

**Summary of Budget Amendment
and Schedule of Proposed Accounts**

- 1) **Water Fund** - This request is to transfer out the General Fund appropriated revenue into Electric Project #EL302 and to accept an ADEC Loan to replace those funds.
- 2) **Electric Fund** - This request is to transfer in General Fund appropriated revenue from Water Project #WA095 and request additional General Fund revenue to fund the project costs.
- 3) **Public Works**- This request is for additional general funds for city portion of the Summer Bay Bridge replacement.

	Org	Object	Project	Current	Requested	Revised
<u>1) Capital Projects - Water Fund</u>						
Sources:						
ADEC Loan #87941	5101141	42299	WA905	-	5,000,000	5,000,000
Transfer from General Fund	51119848	49100	WA905	4,260,710	(4,260,710)	-
Uses:						
Construction Services	51125553	54500	WA905	7,455,981	(4,260,710)	3,195,271
Construction Services	5101153	54500	WA905	-	5,000,000	5,000,000
<u>2) Capital Projects - Electric Fund</u>						
Sources:						
Current year budgeted surplus	50419848	49100	EL302	2,000,000	314,378	2,314,378
Transfer General Fund from WA905	50419848	49100	EL302	-	4,260,710	4,260,710
Uses:						
Construction Services	50425053	54500	EL302	-	4,575,088	4,575,088
<u>3) Capital Projects - General Fund - Public Works</u>						
Sources:						
Transfer from General fund	31019848	49100	PW401	-	560,000	560,000
Uses:						
Construction Services	31021553	54500	PW401	1,689,100	560,000	2,249,100

MEMORANDUM TO COUNCIL

TO: MAYOR AND CITY COUNCIL MEMBERS
FROM: CHRIS HLADICK, CITY MANAGER
DATE: MARCH 11, 2014
RE: BUDGET AMENDMENT REQUEST – SUMMER BAY ROAD BRIDGE
REPLACEMENT PROJECT – ORDINANCE 2014-07

SUMMARY: Staff is requesting a budget amendment in the amount of \$560,000 for the Summer Bay Road Bridge Replacement Project. These General Fund monies will be used to eliminate the gap between the FY14 amount budgeted for the project and the sole bid received to perform the work, plus 10% contingency.

PREVIOUS COUNCIL ACTION: Council approved the FY14 – FY18 Capital Major & Maintenance Plan (CMMP) via Ordinance 2013-25 on May 14, 2013, funding this project at \$1,770,000.

BACKGROUND: In 2009, the Qawalangin Tribe of Unalaska (Tribe) received American Recovery and Reinvestment Act (ARRA) funds to redesign the existing wooden Bridge. The Bridge's current condition warrants a redesign to include: new bridge superstructure and substructural items such as the bridge deck, diaphragm, stringers, pile caps and stiffeners, pipe piles, backwall, bridge rail, approach guardrail, and signage. The City of Unalaska has had to increase maintenance funding for the Bridge to replace pilings and improve the wooden deck, joists, and stringers. The purpose of this Project is to replace the existing wooden bridge with a more durable steel bridge with concrete driving surface. The current Bridge was designed and built in 1981. The Bridge is listed as "structurally deficient" with a sufficiency rating of 55.2% in the NBI database. The Bridge railings, transitions, approach guardrails do not meet currently acceptable standards. The Bridge is NOT listed as a National Register of Historic Places. It provides access to and from Summer Bay, as well as access to the City Landfill, recreational and cultural sites. Although the City owns the Bridge, the Bridge meets the federal statutory definition of a "Tribal transportation facility" because it provides access to the Qawalangin Tribe of Unalaska, a federally recognized Alaska Native tribe. The Bridge is also included in the Tribal Transportation Program Inventory, and this Project is included in the Tribe's federally approved Tribal Transportation Improvement Program (TTIP). The Bridge's functional class is Local/Rural and is located at 53 56'30"N and 166 22'30"W. It has one lane with average daily traffic of 10 vehicles, as measured in 2010.

DISCUSSION: Staff advertised the project for bids beginning January 27, 2014, and bids were opened on February 27, 2014. One bid was received, from Northern Alaska Contractors, LLC ("NAC") in the amount of \$2,041,920, approximately 14% over the Engineer's Estimate of \$1,788,650 and \$253,270 over the total amount budgeted for the

project. NAC obtained four bids from bridge installers and they used the low bidder, Swalling Construction, in their bid. The other bidders were Pacific Pile & Marine, MKB Constructors, and Heko services. Bids for the *bridge only* ranged from \$1.1 to \$1.4M. Since NAC bid as the prime contractor, they will be providing the mobilization, housing, heavy equipment (crane, loader, etc.), small tools, equipment, and labor. Despite the fact that the City received only one bid package for the bid opening, there were actually four bids obtained for the largest component in the project cost. If the bridge installers bid as prime contractors, there was a reasonable chance that they would have used NAC as a subcontractor, since they have the crane and support, and the same team would have been the low bidder, the bid price would have been the same, and the need for additional funding would still exist.

The Summer Bay Recreational Area is well used and much loved by the community, and the exiting bridge cannot support the anticipated increases in use as our population continues to grow. These ARRA monies, passed through to the City from the Tribe to pay for the work, while generous, are not sufficient to fully fund the project; additional investment by the City is required in order to award the work. The necessary permits required to perform the work have been obtained. A breakdown of the overall budget is set forth in Table A, below.

Table A

Summers Bay Bridge PW401			
Account Description	Original Budget	Spent/Allocated	Available Budget
Engineering and Architectural	\$ 80,000	\$ 80,000.00	\$ -
Construction Services	\$ 1,689,100	\$ -	\$ 1,689,100.00
Telephone/Fax/TV	\$ 300	\$ -	\$ 300.00
Advertising	\$ 600	\$ 343.64	\$ 256.36
Totals	\$ 1,770,000	\$ 80,344	\$ 1,689,656
Project Cost and Funding Needs			
<u>Project Costs:</u>			
Design	\$ 11,770		
Construction	\$ 2,041,920		
Permitting	\$ -		
Contingency (10%)	\$ 204,192		
Const. Eng. Insp.	\$ 68,230		
TOTAL COST		\$ 2,326,112	
<u>Current Funding:</u>			
FY14 Q Tribe Grant	\$ 1,220,000		
Transfer from 1%	\$ 550,000		
Transfer from General Fund			
TOTAL REVENUE		\$ 1,770,000	
TOTAL PROJECT NEED AS OF 02/28/14:		\$ 556,112	

ALTERNATIVES: Staff recommends fully funding this budget amendment request in order to award the work and have it completed this summer. Council could elect not to fund the request and return the appropriated funds to the granting agency.

FINANCIAL IMPLICATIONS: The proposed revised budget is set forth in Table B, below.

ORG	OBJ	PROJECT	ACCOUNT DESCRIPTION	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	ENCUMB.	AVAIL. BUDGET	THIS REQUEST	REVISED BUDGET
31021553	53240	PW401	Engineering and Architectural	\$ 80,000	\$ 80,000	\$ 11,770	\$ 68,230	\$ -		\$ -
31021553	54500	PW401	Construction Services	\$1,770,000	\$1,689,100	\$ -	\$ -	\$ 1,689,100	\$ 560,000	\$ 2,249,100
31021553	55310	PW401	Telephone / Fax / TV	\$ 300	\$ 300	\$ -	\$ -	\$ 300		\$ 300
31021553	55901	PW401	Advertising	\$ 600	\$ 600	\$ -	\$ 344	\$ 256		\$ 256
				\$1,850,900	\$1,770,000	\$ 11,770	\$ 68,574	\$ 1,689,656	\$ 560,000	\$ 2,249,656

STAFF RECOMMENDATION: Staff recommends approval of the requested budget amendment.

PROPOSED MOTION: I move to approve Ordinance # 2014-07”

CITY MANAGER’S COMMENTS: I recommend approval of this Budget Amendment request.

MEMORANDUM TO COUNCIL

TO: MAYOR AND CITY COUNCIL MEMBERS

THRU: CHRIS HLADICK, CITY MANAGER

FROM: DAN WINTERS, DIRECTOR OF PUBLIC UTILITIES

DATE: March 11, 2014

RE: ORDINANCE NO. 2014-07, A BUDGET AMENDMENT FOR THE WATER TREATMENT FACILITY IMPROVEMENTS, WA905, BUDGETING AN ALASKA DEPARTMENT OF ENVIRONMENTAL CONSERVATION LOAN IN THE AMOUNT OF \$5,000,000, REMOVING THE GENERAL FUND DESIGNATION OF \$4,260,710 FROM WATER TREATMENT FACILITY IMPROVEMENTS BUDGET, AND BUDGETING **\$4,575,088** FOR THE POWERHOUSE ENGINE 4 , EL302 PROJECT

SUMMARY: Through Ordinance 2014-07, staff is requesting the approval of three items:

1. Placing \$5,000,000 Alaska Department of Environmental Conservation loan into the Water Treatment Facility Improvement Project. This loan offers a 1.5% rate and has a 1/5 subsidy that is essentially a grant. If the full \$5,000,000 is used, the subsidy will be \$1,000,000.
2. Removing the \$4,260,710 General Fund Designation from the Water Treatment Facility Improvements Project. Using the ADEC loan is a more practical means of funding the project than using general fund money.
3. Placing the \$4,260,710 General Fund Designation from the Water Treatment Facility Improvement Project, with an additional \$314,378, into the Powerhouse Engine 4 Project, this will fully fund that project. The total general fund designation will be \$4,575,088. The City has applied for a FY15 State Legislative Grant in the amount of \$4,500,000 but, due to state budget cuts, it's unlikely that we'll receive the grant. If we do receive grant funding from the State, the excess general fund designation will be returned to the general fund.

PREVIOUS COUNCIL ACTION: Council has acted on the New Water Treatment Facility Improvement a number of times:

- Council approved the FY2009 Capital Budget via Ordinance 2008-08, adopted on May 27, 2008, which provided \$550,000 for Phase II – Design.

- Council approved the FY2010 Capital Budget via Ordinance 2009-08, adopted on May 26, 2009, which provided an additional \$110,710.
- Council passed Resolution No. 2009-42 identifying the Water Treatment Plant – LT2 Rule – Phase III Construction Project as the highest priority project for funding from the State of Alaska for the State Fiscal Year 2011, on July 28, 2009.
- During the October 13, 2009 council meeting, Council chose to combine aspects of Alternatives 1 & 2 from the preliminary design for the future design of the Water Plant upgrades.
- On April 20, 2010, Council approved the award of the design of the Water Treatment Plant – LT2 Upgrades to Larsen Consulting Group.
- On May 25, 2010, Council passed Resolution 2010-38 identifying the Water Treatment Plant – LT2 Rule – Phase III Construction Project as the highest priority project for funding from the State of Alaska for the State Fiscal Year 2012.
- Council approved the FY2012 Capital Budget via Ordinance 2011-05, adopted on May 21, 2011, which provided \$660,710 from the General Fund.
- On December 27, 2011, Council approved Resolution 2011-15 which accepted a \$716,800 grant from the U.S. Environmental Protection Agency for the construction of a new Water Treatment Plant.
- Council approved the FY2013 Capital Budget via Ordinance 2012-04, adopted on May 22, 2012, which accepted at \$3,000,000 grant from the Alaska Department of Environmental Conservation for the construction of the Water Treatment Plant. Also in this Capital Budget was the appropriation of \$4,025,571 from the Enterprise Fund, and an additional \$3,600,000 from the General Fund for a total of \$10,625,571 for construction.
- On July 23, 2012, Council approved Resolution 2012-40 which accepted a loan in the amount of \$5,000,000 with a 20 year term from the Alaska Drinking Water Fund.
- At the October 22, 2013 Council Meeting, Council approved Resolution 2013-68 accepting an additional \$3,000,000 to the grant awarded from the Alaska Department of Environmental Conservation .
- At the February 25, 2014 Council Meeting, Council approved Ordinance 2014-05, placing the FY14 ADEC grant of \$3,000,000 into the Water Treatment Facility Improvements Project budget.

BACKGROUND: The US EPA's Long Term 2 Enhanced Surface Water Treatment Rule (LT2 Rule) requires all unfiltered drinking water systems be capable of a minimum of 2-log removal of Cryptosporidium. The results of the Water Utility's Cryptosporidium analysis confirmed the 2-log removal of Cryptosporidium requirement as the minimum. In an unfiltered drinking water system such as the City's, two different disinfection methods are necessary to meet the requirement. Although chlorine is currently used for disinfection, an additional form of disinfection is required. The upgrades consist of installation of UV disinfection, correcting electrical and chlorine safety issues, and upgrading the single phase main electrical line to the Water Plant, to a three phase electrical line.

Full EPA compliance was due by October 1, 2014; however, the City was granted an extension to through a compliance order by consent to complete the project by December 31, 2015. The City of Unalaska contracted with Larsen Consulting Group for the final design of the upgrades to the Pyramid Water Treatment Plant. Larsen submitted final plans on December 2, 2013.

On December 6, 2013, the City went out to bid for the construction of the New Water Plant. The original bid opening date was January 16, 2014, but due to numerous questions and plan clarification, the bid date was moved to March 13, 2014.

DISCUSSION: Staff's requests through this Ordinance are threefold:

1. *Placing the \$5,000,000 ADEC loan into the Water Treatment Facility Improvement Project:*

To date, the City has received \$6,716,800 in grants for this project. Staff also applied for and received a \$5,000,000 loan from ADEC. The advantage of this loan is that the State is providing a \$1,000,000 subsidy, which is essentially the same as a grant, if we use the full loan amount. With this subsidy, the loan amount will actually be \$4,000,000 at 1.5% interest for a loan term of 20 years.

The projected total cost of the Water Treatment Facility Improvement Project is estimated to be approximately \$15,663,714, which includes \$810,714 for design, \$12,553,000 for construction, \$100,000 for permitting, \$1,250,000 for contingency, and \$950,000 for Construction Engineering and Inspection, as is shown in Table 1 below.

The table below also shows the current funding level of this project including the \$5,000,000 loan. The current funding total revenue increases to \$20,663,791 when the loan is applied. The total revenue needs for this project should approximately equal the projected total cost of the project, with revenue slightly higher to allow for contingencies.

Table 1
Project Cost and Funding Needs

Projected Project Costs:

Design	\$810,714	
Construction	\$12,553,000	
Permitting	\$100,000	
Contingency (10%)	\$1,250,000	
CEI (10%)	\$950,000	
PROJECTED TOTAL COST		\$15,663,714

Current Funding:

2011 EPA Grant	\$716,800
2012/2014 Legislative Grant	\$6,000,000
GF Designation	\$4,260,710

ADEC Loan	\$5,000,000
Proprietary Transfer	\$4,686,281
TOTAL REVENUE	\$20,663,791
TOTAL PROJECT NEED AS OF 02/27/14:	-\$5,000,077

2. *Removing the General Fund Designation of \$4,260,710 from the Water Treatment Facility Improvement Project:*

With the \$5,000,000 ADEC loan added to the project, a monetary excess of \$5,000,077 is realized. The removal of the General Fund Designation of \$4,260,710 reduces the monetary excess to \$739,367 with total revenue of \$16,403,081, as Table 2 below shows. This monetary excess will come in handy if the construction bids are more than the projected construction cost. If the monetary excess is not used, it will be returned to the Proprietary Fund at the end of the project.

Table 2
Water Treatment Facility Improvement Project Current Funding
Current Funding:

2011 EPA Grant	\$716,800
2012/2014 Legislative Grant	\$6,000,000
ADEC Loan	\$5,000,000
Proprietary Transfer	\$4,686,281
TOTAL REVENUE	\$16,403,081
TOTAL PROJECT NEED AS OF 02/27/14:	-\$739,367

3. *Placing the General fund Designation of \$4,575,088 to the Powerhouse Engine 4 Project EL302:*

The total cost of the Powerhouse Engine 4 Project is \$7,575,088, as Table 3 below shows. The total revenue collected at this time is \$3,000,000, which includes a FY14 Legislative Grant of \$1,000,000 and a FY13 General Fund Transfer of \$2,000,000. Staff also applied for a FY15 Legislative Grant in the amount of \$4,500,000 but deficits in the State's budget makes it unlikely that we will receive the grant. Adding the General Fund Designation of \$4,260,710 will leave a project monetary deficit of \$314,378.

Table 3
Powerhouse Engine 4 Project Cost and Current Funding

Project Costs:

Design	\$50,000
Construction	\$4,476,256
4th Engine	\$2,533,191
City Purchased Equipment	\$40,000
Permitting	\$35,641
Contingency (10%)	\$440,000
TOTAL COST	\$7,575,088

Current Funding:

FY14 Legislative Grant	\$1,000,000
------------------------	-------------

FY13 Transfer from G F	\$2,000,000
FY14 Transfer from G F	\$4,260,710
Proprietary Fund Transfer	
TOTAL REVENUE	\$7,260,710
TOTAL PROJECT NEED AS OF 03/11/14:	\$314,378

Adding \$314,378 to the General Fund Designation of \$4,260,710 will create a general fund transfer in the amount of \$4,575,088 and will fully finance the project.
If the City does receive a FY15 State Legislative Grant, the project monetary excess will be returned to the General Fund.

ALTERNATIVES: Staff has exhausted all granting opportunities to fund these two projects. However, Staff is open to any suggestions or directions from Council.

FINANCIAL IMPLICATIONS: Through this Ordinance, Council is approving placing the ADEC Loan, in the amount of \$5,000,000, into the Water Treatment Facility Improvements construction line item, 5100653-54500-WA905, and removing the General Fund Designation of \$4,260,710 from the project's same line item. Table 4 below shows the project Original Budget, Spent and Allocated, and Available budget totals after these adjustments have been made to the construction line item.

Table 4
Water Treatment Plant Upgrades WA905

Account Description	Proposed		
	Budget	Spent	Available Budget
Legal	\$ 500	\$ 97.50	\$ 402.50
Engineering and Architectural	\$ 1,143,610	\$ 1,128,208.55	\$ 15,401.45
Other Professional	\$ 1,800	\$ 684.20	\$ 1,115.80
Sampling and Testing	\$ 4,800	\$ 4,529.07	\$ 270.93
Survey Services	\$ 4,800	\$ 4,798.00	\$ 2.00
Construction Services	\$ 14,912,071	\$ 1,337,000.78	\$ 10,575,070.22
Telephone/Fax/TV	\$ 1,500	\$ 397.17	\$ 1,102.83
Advertising	\$ 1,500	\$ 1,279.80	\$ 220.20
Permit Fees	\$ 298,500	0	\$ 298,500.00
General Supplies	\$ 30,500	\$ 25,991.16	\$ 4,508.84
Machinery & Equipment	\$ 3,500	\$ 3,370.00	\$ 130.00
Totals	\$16,403,081.00	\$2,506,356.23	\$10,896,724.77

Also through this Ordinance, Council is approving placing the General Fund Designation of \$4,575,088 into the Powerhouse Engine 4 Project Construction Line Item. Table 5 below shows the project Original Budget, Spent and Allocated, and Available budget totals after these adjustments have been made to the construction line item.

Table 5
Powerhouse Engine 4 EL302

Account Description	Proposed		Available Budget
	Budget	Spent/Allocated	
Engineering and Architectural	\$ 50,000	\$ 35,641.00	\$ 14,359.00

Machinery/Equipment	\$	2,949,900	\$	2,539,791.00	\$	410,109.00
Construction Services	\$	4,575,088			\$	4,575,088.00
Telephone/Fax/TV	\$	100	\$	9.28	\$	90.72
Totals	\$	7,575,088	\$	2,575,441	\$	4,999,646.72

LEGAL: The City Manager will determine whether a legal opinion is required.

STAFF RECOMMENDATION: Staff recommends Council approve Ordinance 2014-07.

PROPOSED MOTION: Motion to move Ordinance 2014-07 to Public Hearing and Second Reading on April 8th.

CITY MANAGER'S COMMENTS: I recommend approval of this ordinance. It is basically Plan B in the event we don't obtain a grant from the legislature for the fourth engine.

**CITY OF UNALASKA
UNALASKA, ALASKA**

RESOLUTION 2014-28

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UNALASKA, AUTHORIZING THE CITY MANAGER TO AMEND THE BALLYHOO ROAD PAVING AND 2013 MISCELLANEOUS PAVING PROJECTS AGREEMENT WITH KNIK CONSTRUCTION COMPANY, INC., TO INCLUDE THE PAVING OF BIORKA DRIVE IN THE AMOUNT OF \$1,533,325

WHEREAS, the City of Unalaska, Alaska solicited bids for the Ballyhoo Road Paving and 2013 Miscellaneous Paving Projects in May 2013; and

WHEREAS, the City of Unalaska, Alaska has completed design work to repave Biorka Drive; and

WHEREAS, the City of Unalaska, Alaska has determined that it is in the best interests of the community to pave Biorka Drive in 2014; and

WHEREAS, the City of Unalaska entered into a construction Agreement with Knik Construction, Inc. for the Ballyhoo Road Paving and 2013 Miscellaneous Paving Projects on June 11, 2013; and

WHEREAS the City has negotiated a fair and reasonable price for the Biorka Drive work based on the 2013 Ballyhoo Road bid prices;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Unalaska authorizes the City Manager to amend the Ballyhoo Road Paving and 2013 Miscellaneous Paving Projects agreement with Knik Construction, Inc. to include the paving of Biorka Drive in the amount of \$1,533,325.

PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE UNALASKA CITY COUNCIL THIS 11TH DAY OF MARCH 2014.

MAYOR

ATTEST:

CITY CLERK

MEMORANDUM TO COUNCIL

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: CHRIS HLADICK, CITY MANAGER

DATE: MARCH 3, 2014

RE: APPROVAL OF RESOLUTION #2014-28, AUTHORIZING THE CITY MANAGER TO AMEND THE BALLYHOO ROAD PAVING AND 2013 MISCELLANEOUS PAVING PROJECTS AGREEMENT WITH KNIK CONSTRUCTION COMPANY, INC., TO INCLUDE THE PAVING OF BIORKA DRIVE IN THE AMOUNT OF \$1,533,325.

SUMMARY: Resolution #2014-28 will authorize the City Manager to amend the Ballyhoo Road Paving and 2013 Miscellaneous Paving Projects agreement with Knik Construction Company, Inc. to include the paving of Biorka Drive and the installation of sanitary sewer force infrastructure in the amount of \$1,533,325.

PREVIOUS COUNCIL ACTION: Council has taken the following actions in regards to this project:

- Approved Ordinance 2013-03 on April 23, 2013, transferring \$7,170,000 to the Ballyhoo Paving Project and funding the 2013 Misc. Paving Project in the amount of \$900,000.
- Approved Resolution 2014-03 on January 14, 2014, authorizing the City Manager to amend the Ballyhoo Road Paving and 2013 Miscellaneous Paving projects Agreement with Knik Construction Company, Inc., to include the repaving of Airport Beach Road and East Broadway in the amount of \$3,268,260.
- Approved Ordinance 2014-02 on February 11, 2014, amending the 2014 Budget to create the 2014 Paving Project.
- Approved Resolution 2014-13 on February 25, 2014, authorizing the City Manager to amend the Ballyhoo Road Paving and 2013 Miscellaneous Paving projects Agreement with Knik Construction Company, Inc., to include the repaving of certain parking lots and the Community Park Trail in the amount of \$1,548,785.

BACKGROUND: The 2012 Pavement Resurfacing Project's repair work has been awarded to Knik Construction Company, Inc., as well as the paving of the City Hall, Library, High School parking lots, and the Community Park Trail. The subject Resolution will award the paving of Biorka Drive to the approved FY2014 Paving scope of work.

DISCUSSION: Knik will pave Henry Swanson Drive and the Airport Parking Lot, and perform the Resurfacing of Airport Beach Road/East Broadway this summer. On February 25,

2014, the City added parking lots at City Hall, the Library, and the High School, as well as the Community Park Trail, to the paving scope of work via Resolution 2014-13.

A quote was solicited from Knik for the Biorka Drive work, based on their bid prices from the 2013 Ballyhoo Road project, and the subject Resolution 2014-28 will amend the Ballyhoo Road and 2013 Miscellaneous Paving project agreement with Knik to include this paving work on Biorka Drive.

The funding for the work will come from the “2014 Paving Project”, created from Budget Amendment 6 and the included sanitary sewer force main infrastructure cost; \$395,000, will be deducted from the Pump Station #3 budget once a separate budget amendment is completed for that project. The cost of the sanitary sewer force main budget is higher than anticipated because of the Knik mark-up and proximity to paving schedule that required trench backfill with all new aggregate rather than mostly native fill.

Knik did a good job on the Ballyhoo Road project this past summer. They were very conscientious, and had an experienced Project Superintendent as well as a highly qualified crew to perform the work.

ALTERNATIVES: The City Council could choose to solicit additional bids for the work.

FINANCIAL IMPLICATIONS: The cost for the work is \$1,533,325. Funding is available in the 2014 Paving project and staff will work with council to amend the Pump Station 3 budget to accommodate the sanitary sewer force main infrastructure costs.

LEGAL: N/A

STAFF RECOMMENDATION: The Public Works Department recommends approval of this contract amendment.

PROPOSED MOTION: I move to approve Resolution #2014-28.

CITY MANAGER’S COMMENTS: I recommend approval of this contract to complete the additional paving as outlined.

ATTACHMENTS: 1) Draft Addendum No. 3
 2) Bid Tab – Ballyhoo Road Paving and 2013 Misc. Paving Project
 3) Knik Price Proposal dated 2/24/14

ADDENDUM NO. 3 TO STANDARD FORM OF AGREEMENT BETWEEN THE OWNER AND CONTRACTOR FOR THE BALLYHOO ROAD PAVING AND 2013 MISCELLANEOUS PAVING PROJECTS

THIS ADDENDUM NO. 3 is dated as of the _____ day of _____
in the year 2014, by and between the City of Unalaska (hereinafter called OWNER) and
Knik Construction Company, Inc. (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set
forth, agree to amend that certain Standard Form of Agreement between the Owner and
CONTRACTOR as follows:

Article 1. WORK

The scope of the construction work shall be amended to include the paving of Biorka
Drive and the Force Main #3 Sanitary Sewer installation.

The list of Contract Documents shall be amended to include:

- Addendum No. 3 to the Standard Form of Agreement

Article 2. TIME

The Substantial Completion Date and the Final Completion Date for the Biorka Drive
Paving and Force Main #3 Sanitary Sewer shall be as follows:

Substantial Completion – August 31, 2014
Final Completion – September 30, 2014

Article 3. CONTRACT PRICE

A new paragraph 3.5 is added to read as follows:

- 3.5 The Contract Sum for Biorka Drive Paving and Force Main #3 Sanitary Sewer
shall be \$1,533,325.

IN WITNESS WHEREOF, the OWNER and CONTRACTOR have signed all counterparts of this Agreement. All portions of the Contract Documents have been signed or identified by the OWNER and CONTRACTOR.

This Agreement will be effective on _____, 2014.

CITY OF UNALASKA

**KNIK CONSTRUCTION COMPANY,
INC.**

By _____
Chris Hladick, City Manager

By _____

(CORPORATE SEAL)

(CORPORATE SEAL)

Attest _____
City Clerk

Attest _____

Address for giving notices
PO Box 610
Unalaska, Alaska 99685

Address for giving notices
6400 South Airpark Place, Suite #1
Anchorage, AK 99502

City of Unalaska
Ballyhoo Road 2013 Misc. Paving Projects
BID TABULATION

May 22, 2013

Base Bid - Ballyhoo Road Paving

Item No.	Spec. No.	Name of Item	Unit	Quantity	Engineer's Estimate		Bid #1 - Granite		Bid #2 - Knik		Bid #3 -		Bid #4 -		Bid #5 -	
					Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount
1	202(2)	Removal of Pavement	LS	All Req'd	\$ 10,000	\$ 10,000	\$ 25,000	\$ 25,000	\$ 50,000	\$ 50,000		\$ -		\$ -		\$ -
2	202(4)	Removal of Culvert Pipe	LF	360	\$ 15	\$ 5,400	\$ 70	\$ 25,200	\$ 46	\$ 16,560		\$ -		\$ -		\$ -
3	202(8)	Removal of Inlet	EA	5	\$ 500	\$ 2,500	\$ 500	\$ 2,500	\$ 350	\$ 1,750		\$ -		\$ -		\$ -
4	202(15)	Pavement Planing	SY	2,350	\$ 6	\$ 14,100	\$ 15	\$ 35,250	\$ 5	\$ 11,750		\$ -		\$ -		\$ -
5	202(16)	Removal of Concrete Bunker	EA	1	\$ 10,000	\$ 10,000	\$ 12,500	\$ 12,500	\$ 25,000	\$ 25,000		\$ -		\$ -		\$ -
6	202(17)	Removal of Concrete Apron	SY	1,000	\$ 10	\$ 10,000	\$ 50	\$ 50,000	\$ 20	\$ 20,000		\$ -		\$ -		\$ -
7	203(3)	Unclassified Excavation	CY	12,000	\$ 20	\$ 240,000	\$ 60	\$ 720,000	\$ 20	\$ 240,000		\$ -		\$ -		\$ -
8	301(1)	Aggregate Base Course, D-1	TON	14,000	\$ 50	\$ 700,000	\$ 75	\$ 1,050,000	\$ 35	\$ 490,000		\$ -		\$ -		\$ -
9	304(1)	Subbase, Grading B	TON	5,500	\$ 50	\$ 275,000	\$ 50	\$ 275,000	\$ 30	\$ 165,000		\$ -		\$ -		\$ -
10	401(1a)	Asphalt Pavement, Type II; Class A	TON	12,500	\$ 130	\$ 1,625,000	\$ 200	\$ 2,500,000	\$ 110	\$ 1,375,000		\$ -		\$ -		\$ -
11	401(1b)	Asphalt Pavement, Type IV; Class B	TON	300	\$ 130	\$ 39,000	\$ 300	\$ 90,000	\$ 150	\$ 45,000		\$ -		\$ -		\$ -
12	401(2)	Asphalt Cement, PG 52-34	TON	850	\$ 1,200	\$ 1,020,000	\$ 1,000	\$ 850,000	\$ 1,150	\$ 977,500		\$ -		\$ -		\$ -
13	401(6)	Asphalt Price Adjustment	CS	All Req'd	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000		\$ -		\$ -		\$ -
14	401(9)	Longitudinal Joint Adhesive and Sealant	LS	All Req'd	\$ 40,000	\$ 40,000	\$ 50,000	\$ 50,000	\$ 25,000	\$ 25,000		\$ -		\$ -		\$ -
15	401(10)	Asphalt Material Price Adjustment - Unit Price	CS	All Req'd	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000		\$ -		\$ -		\$ -
16	402(1)	STE-1 Asphalt for Tack Coat	TON	15	\$ 1,300	\$ 19,500	\$ 2,000	\$ 30,000	\$ 1,350	\$ 20,250		\$ -		\$ -		\$ -
17	406(1)	Rumble Strips	LF	5,000	\$ 5	\$ 25,000	\$ 10	\$ 50,000	\$ 10	\$ 50,000		\$ -		\$ -		\$ -
18	508(1A)	Waterproofing Membrane, South Channel Bridge	LS	All Req'd	\$ 100,000	\$ 100,000	\$ 50,000	\$ 50,000	\$ 35,000	\$ 35,000		\$ -		\$ -		\$ -
19	603(21)	24" Corrugated Polyethylene Pipe	LF	350	\$ 65	\$ 22,750	\$ 300	\$ 105,000	\$ 220	\$ 77,000		\$ -		\$ -		\$ -
20	604(4)	Adjust Existing Manhole	EA	23	\$ 2,000	\$ 46,000	\$ 4,000	\$ 92,000	\$ 2,000	\$ 46,000		\$ -		\$ -		\$ -
21	604(5)	Inlet, Type 1	EA	5	\$ 3,000	\$ 15,000	\$ 12,500	\$ 62,500	\$ 3,200	\$ 16,000		\$ -		\$ -		\$ -
22	604(8)	Adjust Existing Inlet	EA	8	\$ 2,000	\$ 16,000	\$ 2,000	\$ 16,000	\$ 500	\$ 4,000		\$ -		\$ -		\$ -
23	604(9)	Adjust Sewer Cleanouts	EA	19	\$ 3,500	\$ 66,500	\$ 4,000	\$ 76,000	\$ 2,150	\$ 40,850		\$ -		\$ -		\$ -
24	609(1)	Curb & Gutter, Type 1	LF	700	\$ 65	\$ 45,500	\$ 120	\$ 84,000	\$ 65	\$ 45,500		\$ -		\$ -		\$ -
25	615(1)	Standard Sign	EA	21	\$ 350	\$ 7,350	\$ 1,500	\$ 31,500	\$ 330	\$ 6,930		\$ -		\$ -		\$ -
26	627(6)	Fire Hydrant Relocation	EA	1	\$ 5,000	\$ 5,000	\$ 25,000	\$ 25,000	\$ 4,400	\$ 4,400		\$ -		\$ -		\$ -
27	627(10)	Adjustment of Valve Box	EA	34	\$ 1,500	\$ 51,000	\$ 1,200	\$ 40,800	\$ 175	\$ 5,950		\$ -		\$ -		\$ -
28	634(1)	Geogrid	SY	34,000	\$ 5	\$ 170,000	\$ 6	\$ 204,000	\$ 5	\$ 170,000		\$ -		\$ -		\$ -
29	639(3)	Public Approach	EA	2	\$ 2,500	\$ 5,000	\$ 3,500	\$ 7,000	\$ 1,200	\$ 2,400		\$ -		\$ -		\$ -
30	639(4)	Driveway	EA	11	\$ 2,000	\$ 22,000	\$ 2,000	\$ 22,000	\$ 1,000	\$ 11,000		\$ -		\$ -		\$ -
31	640(1)	Mobilization and Demobilization	LS	All Req'd	\$ 650,000	\$ 650,000	\$ 1,000,000	\$ 1,000,000	\$ 340,000	\$ 340,000		\$ -		\$ -		\$ -
32	641(1)	Erosion, Sediment, and Pollution Control Administration	LS	All Req'd	\$ 15,000	\$ 15,000	\$ 10,000	\$ 10,000	\$ 15,000	\$ 15,000		\$ -		\$ -		\$ -
33	641(3)	Temporary Erosion, Sediment, and Pollution Control	LS	All Req'd	\$ 30,000	\$ 30,000	\$ 150,000	\$ 150,000	\$ 80,000	\$ 80,000		\$ -		\$ -		\$ -
34	641(5)	Temporary Erosion, Sediment, and Pollution Control by Directive	CS	All Req'd	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000		\$ -		\$ -		\$ -
35	642(1)	Construction Surveying	LS	All Req'd	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 55,000	\$ 55,000		\$ -		\$ -		\$ -
36	643(2)	Traffic Maintenance	LS	All Req'd	\$ 300,000	\$ 300,000	\$ 350,000	\$ 350,000	\$ 120,000	\$ 120,000		\$ -		\$ -		\$ -
37	643(23)	Traffic Price Adjustment	CS	All Req'd	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -		\$ -		\$ -
38	644(2)	Field Laboratory	LS	All Req'd	\$ 20,000	\$ 20,000	\$ 5,000	\$ 5,000	\$ 10,000	\$ 10,000		\$ -		\$ -		\$ -
39	646(1)	CPM Scheduling	LS	All Req'd	\$ 5,000	\$ 5,000	\$ 1,000	\$ 1,000	\$ 5,000	\$ 5,000		\$ -		\$ -		\$ -
40	647(2)	Dozer, 65 HP Min	HR	50	\$ 250	\$ 12,500	\$ 130	\$ 6,500	\$ 220	\$ 11,000		\$ -		\$ -		\$ -
41	647(6)	Hydraulic Excavator, 1 CY, 100 HP Min	HR	50	\$ 250	\$ 12,500	\$ 150	\$ 7,500	\$ 290	\$ 14,500		\$ -		\$ -		\$ -
42	660(3)	LED Roadway Lighting Complete	LS	All Req'd	\$ 750,000	\$ 750,000	\$ 120,000	\$ 120,000	\$ 190,000	\$ 190,000		\$ -		\$ -		\$ -
43	661(7)	Power Distribution - Demolition and Remodel	LS	All Req'd	\$ 200,000	\$ 200,000	\$ 150,000	\$ 150,000	\$ 460,000	\$ 460,000		\$ -		\$ -		\$ -
44	670(1)	Painted Traffic Markings	LS	All Req'd	\$ 50,000	\$ 50,000	\$ 75,000	\$ 75,000	\$ 60,000	\$ 60,000		\$ -		\$ -		\$ -
TOTAL Base Bid					\$ 6,922,600		\$ 8,726,250		\$ 5,508,340		\$ -		\$ -		\$ -	

City of Unalaska
Ballyhoo Road 2013 Misc. Paving Projects
BID TABULATION

May 22, 2013

Additive Alternate #1A - UMC Backreach Paving - Phase 1

Item No.	Spec. No.	Name of Item	Unit	Quantity	Engineer's Estimate		Bid #1 - Granite		Bid #2 - Knik		Bid #3 -		Bid #4 -		Bid #5 -	
					Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount
1	203(3)	Unclassified Excavation	CY	1,050	\$ 20	\$ 21,000	\$ 60	\$ 63,000	\$ 25	\$ 26,250		\$ -		\$ -		\$ -
2	301(1)	Aggregate Base Course, D-1	TON	1,050	\$ 50	\$ 52,500	\$ 75	\$ 78,750	\$ 45	\$ 47,250		\$ -		\$ -		\$ -
3	401(1a)	Asphalt Pavement, Type II; Class A	TON	450	\$ 175	\$ 78,750	\$ 300	\$ 135,000	\$ 175	\$ 78,750		\$ -		\$ -		\$ -
4	401(2)	Asphalt Cement, PG 52-34	TON	30	\$ 1,200	\$ 36,000	\$ 1,000	\$ 30,000	\$ 1,200	\$ 36,000		\$ -		\$ -		\$ -
5	401(9)	Longitudinal Joint Adhesive and Sealant	LS	All Req'd	\$ 1,500	\$ 1,500	\$ 2,500	\$ 2,500	\$ 1,200	\$ 1,200		\$ -		\$ -		\$ -
6	401(10)	Asphalt Material Price Adjustment - Unit Price	CS	All Req'd	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000		\$ -		\$ -		\$ -
7	402(1)	STE-1 Asphalt for Tack Coat	TON	0.30	\$ 1,300	\$ 390	\$ 2,000	\$ 600	\$ 2,000	\$ 600		\$ -		\$ -		\$ -
8	501(1)	Class A Concrete	CY	60	\$ 1,000	\$ 60,000	\$ 2,000	\$ 120,000	\$ 1,500	\$ 90,000		\$ -		\$ -		\$ -
9	634(1)	Geogrid	SY	1,550	\$ 5	\$ 7,750	\$ 6	\$ 9,300	\$ 5	\$ 7,750		\$ -		\$ -		\$ -
10	640(1)	Mobilization and Demobilization	LS	All Req'd	\$ 30,000	\$ 30,000	\$ 25,000	\$ 25,000	\$ 50,000	\$ 50,000		\$ -		\$ -		\$ -
11	641(1)	Erosion, Sediment, and Pollution Control Administration	LS	All Req'd	\$ 2,000	\$ 2,000	\$ 2,500	\$ 2,500	\$ 500	\$ 500		\$ -		\$ -		\$ -
12	641(3)	Temporary Erosion, Sediment, and Pollution Control	LS	All Req'd	\$ 5,000	\$ 5,000	\$ 10,000	\$ 10,000	\$ 1,500	\$ 1,500		\$ -		\$ -		\$ -
13	641(5)	Temporary Erosion, Sediment, and Pollution Control by Directive	CS	All Req'd	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000		\$ -		\$ -		\$ -
14	642(1)	Construction Surveying	LS	All Req'd	\$ 10,000	\$ 10,000	\$ 5,000	\$ 5,000	\$ 9,000	\$ 9,000		\$ -		\$ -		\$ -
15	643(2)	Traffic Maintenance	LS	All Req'd	\$ 20,000	\$ 20,000	\$ 50,000	\$ 50,000	\$ 3,000	\$ 3,000		\$ -		\$ -		\$ -
16	643(23)	Traffic Price Adjustment	CS	All Req'd	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -		\$ -		\$ -
17	644(2)	Field Laboratory	LS	All Req'd	\$ 2,000	\$ 2,000	\$ 1,500	\$ 1,500	\$ 3,000	\$ 3,000		\$ -		\$ -		\$ -
18	646(1)	CPM Scheduling	LS	All Req'd	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 2,000	\$ 2,000		\$ -		\$ -		\$ -
19	647(2)	Dozer, 65 HP Min	HR	10	\$ 250	\$ 2,500	\$ 130	\$ 1,300	\$ 220	\$ 2,200		\$ -		\$ -		\$ -
20	647(6)	Hydraulic Excavator, 1 CY, 100 HP Min	HR	10	\$ 250	\$ 2,500	\$ 150	\$ 1,500	\$ 290	\$ 2,900		\$ -		\$ -		\$ -
TOTAL Additive Alternate #1A					\$ 334,890		\$ 538,950		\$ 363,900		\$ -		\$ -		\$ -	

Additive Alternate #1B - UMC Backreach Paving - Phase 1 (Middle Driveway)

Item No.	Spec. No.	Name of Item	Unit	Quantity	Engineer's Estimate		Bid #1 - Granite		Bid #2 - Knik		Bid #3 -		Bid #4 -		Bid #5 -	
					Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount
1	203(3)	Unclassified Excavation	CY	375	\$ 20	\$ 7,500	\$ 60	\$ 22,500	\$ 25	\$ 9,375		\$ -		\$ -		\$ -
2	301(1)	Aggregate Base Course, D-1	TON	370	\$ 50	\$ 18,500	\$ 75	\$ 27,750	\$ 35	\$ 12,950		\$ -		\$ -		\$ -
3	401(1a)	Asphalt Pavement, Type II; Class A	TON	150	\$ 175	\$ 26,250	\$ 300	\$ 45,000	\$ 175	\$ 26,250		\$ -		\$ -		\$ -
4	401(2)	Asphalt Cement, PG 52-34	TON	10	\$ 1,200	\$ 12,000	\$ 1,000	\$ 10,000	\$ 1,200	\$ 12,000		\$ -		\$ -		\$ -
5	401(9)	Longitudinal Joint Adhesive and Sealant	LS	All Req'd	\$ 5,000	\$ 5,000	\$ 2,500	\$ 2,500	\$ 2,000	\$ 2,000		\$ -		\$ -		\$ -
6	401(10)	Asphalt Material Price Adjustment - Unit Price	CS	All Req'd	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500		\$ -		\$ -		\$ -
7	402(1)	STE-1 Asphalt for Tack Coat	TON	0.10	\$ 1,300	\$ 130	\$ 2,000	\$ 200	\$ 1,300	\$ 130		\$ -		\$ -		\$ -
8	501(1)	Class A Concrete	CY	40	\$ 1,500	\$ 60,000	\$ 2,000	\$ 80,000	\$ 1,500	\$ 60,000		\$ -		\$ -		\$ -
9	634(1)	Geogrid	SY	555	\$ 5	\$ 2,775	\$ 6	\$ 3,330	\$ 5	\$ 2,775		\$ -		\$ -		\$ -
10	640(1)	Mobilization and Demobilization	LS	All Req'd	\$ 30,000	\$ 30,000	\$ 25,000	\$ 25,000	\$ 40,000	\$ 40,000		\$ -		\$ -		\$ -
11	641(1)	Erosion, Sediment, and Pollution Control Administration	LS	All Req'd	\$ 2,000	\$ 2,000	\$ 2,500	\$ 2,500	\$ 500	\$ 500		\$ -		\$ -		\$ -
12	641(3)	Temporary Erosion, Sediment, and Pollution Control	LS	All Req'd	\$ 5,000	\$ 5,000	\$ 10,000	\$ 10,000	\$ 2,500	\$ 2,500		\$ -		\$ -		\$ -
13	641(5)	Temporary Erosion, Sediment, and Pollution Control by Directive	CS	All Req'd	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500		\$ -		\$ -		\$ -
14	642(1)	Construction Surveying	LS	All Req'd	\$ 10,000	\$ 10,000	\$ 5,000	\$ 5,000	\$ 6,000	\$ 6,000		\$ -		\$ -		\$ -
15	643(2)	Traffic Maintenance	LS	All Req'd	\$ 20,000	\$ 20,000	\$ 50,000	\$ 50,000	\$ 3,000	\$ 3,000		\$ -		\$ -		\$ -
16	643(23)	Traffic Price Adjustment	CS	All Req'd	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -		\$ -		\$ -
17	644(2)	Field Laboratory	LS	All Req'd	\$ 2,000	\$ 2,000	\$ 1,500	\$ 1,500	\$ 2,000	\$ 2,000		\$ -		\$ -		\$ -
18	646(1)	CPM Scheduling	LS	All Req'd	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000		\$ -		\$ -		\$ -
19	647(2)	Dozer, 65 HP Min	HR	5	\$ 250	\$ 1,250	\$ 130	\$ 650	\$ 220	\$ 1,100		\$ -		\$ -		\$ -
20	647(6)	Hydraulic Excavator, 1 CY, 100 HP Min	HR	5	\$ 250	\$ 1,250	\$ 150	\$ 750	\$ 290	\$ 1,450		\$ -		\$ -		\$ -
TOTAL Additive Alternate #1B					\$ 205,655		\$ 288,680		\$ 184,030		\$ -		\$ -		\$ -	

City of Unalaska
Ballyhoo Road 2013 Misc. Paving Projects
BID TABULATION

May 22, 2013

Additive Alternate #2 - Henry Swanson Drive Paving

Item No.	Spec. No.	Name of Item	Unit	Quantity	Engineer's Estimate		Bid #1 - Granite		Bid #2 - Knik		Bid #3 -		Bid #4 -		Bid #5 -	
					Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount
1	202(2)	Removal of Pavement	LS	All Req'd	\$ 2,500	\$ 2,500	\$ 1,500	\$ 1,500	\$ 1,000	\$ 1,000		\$ -		\$ -		\$ -
2	203(3)	Unclassified Excavation	CY	1,800	\$ 30	\$ 54,000	\$ 60	\$ 108,000	\$ 20	\$ 36,000		\$ -		\$ -		\$ -
3	301(1)	Aggregate Base Course, D-1	TON	6,300	\$ 50	\$ 315,000	\$ 75	\$ 472,500	\$ 45	\$ 283,500		\$ -		\$ -		\$ -
4	401(1a)	Asphalt Pavement, Type II; Class A	TON	3,900	\$ 175	\$ 682,500	\$ 200	\$ 780,000	\$ 145	\$ 565,500		\$ -		\$ -		\$ -
5	401(2)	Asphalt Cement, PG 52-34	TON	260	\$ 1,200	\$ 312,000	\$ 1,000	\$ 260,000	\$ 1,200	\$ 312,000		\$ -		\$ -		\$ -
6	401(6)	Asphalt Price Adjustment	CS	All Req'd	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000		\$ -		\$ -		\$ -
7	401(9)	Longitudinal Joint Adhesive and Sealant	LS	All Req'd	\$ 15,000	\$ 15,000	\$ 30,000	\$ 30,000	\$ 10,000	\$ 10,000		\$ -		\$ -		\$ -
8	401(10)	Asphalt Material Price Adjustment - Unit Price	CS	All Req'd	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000		\$ -		\$ -		\$ -
9	402(1)	STE-1 Asphalt for Tack Coat	TON	15	\$ 1,250	\$ 18,750	\$ 2,000	\$ 30,000	\$ 1,300	\$ 19,500		\$ -		\$ -		\$ -
10	406(1)	Rumble Strips	LF	1,250	\$ 5	\$ 6,250	\$ 10	\$ 12,500	\$ 10	\$ 12,500		\$ -		\$ -		\$ -
11	501(1)	Class A Concrete	LS	All Req'd	\$ 60,000	\$ 60,000	\$ 50,000	\$ 50,000	\$ 33,000	\$ 33,000		\$ -		\$ -		\$ -
12	604(4)	Adjust Existing Manhole	EA	13	\$ 2,000	\$ 26,000	\$ 4,000	\$ 52,000	\$ 1,000	\$ 13,000		\$ -		\$ -		\$ -
13	604(5)	Inlet, Type 1	EA	4	\$ 3,000	\$ 12,000	\$ 1,000	\$ 4,000	\$ 2,000	\$ 8,000		\$ -		\$ -		\$ -
14	604(9)	Adjust Sewer Cleanouts	EA	3	\$ 3,500	\$ 10,500	\$ 4,000	\$ 12,000	\$ 1,000	\$ 3,000		\$ -		\$ -		\$ -
15	609(2)	Curb and Gutter, Type 1	LF	1,425	\$ 65	\$ 92,625	\$ 120	\$ 171,000	\$ 82	\$ 116,850		\$ -		\$ -		\$ -
16	611(3)	Relocate Boulders	LS	All Req'd	\$ 10,000	\$ 10,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000		\$ -		\$ -		\$ -
17	615(1)	Standard Sign	EA	9	\$ 350	\$ 3,150	\$ 1,500	\$ 13,500	\$ 400	\$ 3,600		\$ -		\$ -		\$ -
18	615(2)	Remove and Relocate Existing Sign	EA	1	\$ 425	\$ 425	\$ 1,000	\$ 1,000	\$ 250	\$ 250		\$ -		\$ -		\$ -
19	627(6)	Fire Hydrant Relocation	EA	1	\$ 5,000	\$ 5,000	\$ 25,000	\$ 25,000	\$ 4,000	\$ 4,000		\$ -		\$ -		\$ -
20	627(10)	Adjustment of Valve Box	EA	9	\$ 1,500	\$ 13,500	\$ 1,200	\$ 10,800	\$ 1,000	\$ 9,000		\$ -		\$ -		\$ -
21	627(11)	Adjust Water Service Marker	EA	16	\$ 1,000	\$ 16,000	\$ 500	\$ 8,000	\$ 350	\$ 5,600		\$ -		\$ -		\$ -
22	639(3)	Public Approach	EA	1	\$ 2,500	\$ 2,500	\$ 3,500	\$ 3,500	\$ 1,200	\$ 1,200		\$ -		\$ -		\$ -
23	640(1)	Mobilization and Demobilization	LS	All Req'd	\$ 200,000	\$ 200,000	\$ 100,000	\$ 100,000	\$ 190,000	\$ 190,000		\$ -		\$ -		\$ -
24	641(1)	Erosion, Sediment, and Pollution Control Administration	LS	All Req'd	\$ 7,500	\$ 7,500	\$ 5,000	\$ 5,000	\$ 1,000	\$ 1,000		\$ -		\$ -		\$ -
25	641(3)	Temporary Erosion, Sediment, and Pollution Control	LS	All Req'd	\$ 15,000	\$ 15,000	\$ 25,000	\$ 25,000	\$ 3,000	\$ 3,000		\$ -		\$ -		\$ -
26	641(5)	Temporary Erosion, Sediment, and Pollution Control by Directive	CS	All Req'd	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000		\$ -		\$ -		\$ -
27	642(1)	Construction Surveying	LS	All Req'd	\$ 25,000	\$ 25,000	\$ 10,000	\$ 10,000	\$ 45,000	\$ 45,000		\$ -		\$ -		\$ -
28	643(2)	Traffic Maintenance	LS	All Req'd	\$ 30,000	\$ 30,000	\$ 150,000	\$ 150,000	\$ 5,000	\$ 5,000		\$ -		\$ -		\$ -
29	643(23)	Traffic Price Adjustment	CS	All Req'd	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -		\$ -		\$ -
30	644(2)	Field Laboratory	LS	All Req'd	\$ 7,500	\$ 7,500	\$ 5,000	\$ 5,000	\$ 2,000	\$ 2,000		\$ -		\$ -		\$ -
31	646(1)	CPM Scheduling	LS	All Req'd	\$ 2,000	\$ 2,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000		\$ -		\$ -		\$ -
32	647(2)	Dozer, 65 HP Min	HR	20	\$ 250	\$ 5,000	\$ 130	\$ 2,600	\$ 220	\$ 4,400		\$ -		\$ -		\$ -
33	647(6)	Hydraulic Excavator, 1 CY, 100 HP Min	HR	20	\$ 250	\$ 5,000	\$ 150	\$ 3,000	\$ 290	\$ 5,800		\$ -		\$ -		\$ -
34	670(1)	Painted Traffic Markings	LS	All Req'd	\$ 20,000	\$ 20,000	\$ 25,000	\$ 25,000	\$ 15,000	\$ 15,000		\$ -		\$ -		\$ -
TOTAL Additive Alternate #2					\$ 2,022,700		\$ 2,424,900		\$ 1,762,700		\$ -		\$ -		\$ -	

Additive Alternate #3 - Airport Long Term Parking Lot Paving

Item No.	Spec. No.	Name of Item	Unit	Quantity	Engineer's Estimate		Bid #1 - Granite		Bid #2 - Knik		Bid #3 -		Bid #4 -		Bid #5 -	
					Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount
1	301(1)	Aggregate Base Course, D-1	TON	150	\$ 50	\$ 7,500	\$ 75	\$ 11,250	\$ 40	\$ 6,000		\$ -		\$ -		\$ -
2	401(1b)	Asphalt Pavement, Type IV; Class B	TON	325	\$ 175	\$ 56,875	\$ 300	\$ 97,500	\$ 175	\$ 56,875		\$ -		\$ -		\$ -
3	401(2)	Asphalt Cement, PG 52-34	TON	21	\$ 1,200	\$ 25,200	\$ 1,000	\$ 21,000	\$ 1,200	\$ 25,200		\$ -		\$ -		\$ -
4	401(9)	Longitudinal Joint Adhesive and Sealant	LS	All Req'd	\$ 1,500	\$ 1,500	\$ 2,500	\$ 2,500	\$ 1,000	\$ 1,000		\$ -		\$ -		\$ -
5	401(10)	Asphalt Material Price Adjustment - Unit Price	CS	All Req'd	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500		\$ -		\$ -		\$ -
6	604(8)	Adjust Existing Inlet	EA	2	\$ 2,000	\$ 4,000	\$ 2,000	\$ 4,000	\$ 175	\$ 350		\$ -		\$ -		\$ -
7	615(1)	Standard Sign	EA	4	\$ 350	\$ 1,400	\$ 1,500	\$ 6,000	\$ 450	\$ 1,800		\$ -		\$ -		\$ -
8	640(1)	Mobilization and Demobilization	LS	All Req'd	\$ 30,000	\$ 30,000	\$ 25,000	\$ 25,000	\$ 50,000	\$ 50,000		\$ -		\$ -		\$ -
9	641(1)	Erosion, Sediment, and Pollution Control Administration	LS	All Req'd	\$ 2,000	\$ 2,000	\$ 2,500	\$ 2,500	\$ 500	\$ 500		\$ -		\$ -		\$ -
10	641(3)	Temporary Erosion, Sediment, and Pollution Control	LS	All Req'd	\$ 5,000	\$ 5,000	\$ 10,000	\$ 10,000	\$ 2,000	\$ 2,000		\$ -		\$ -		\$ -
11	641(5)	Temporary Erosion, Sediment, and Pollution Control by Directive	CS	All Req'd	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500		\$ -		\$ -		\$ -
12	642(1)	Construction Surveying	LS	All Req'd	\$ 10,000	\$ 10,000	\$ 5,000	\$ 5,000	\$ 10,000	\$ 10,000		\$ -		\$ -		\$ -
13	644(2)	Field Laboratory	LS	All Req'd	\$ 2,500	\$ 2,500	\$ 1,500	\$ 1,500	\$ 2,000	\$ 2,000		\$ -		\$ -		\$ -
14	646(1)	CPM Scheduling	LS	All Req'd	\$ 1,250	\$ 1,250	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000		\$ -		\$ -		\$ -
15	647(2)	Dozer, 65 HP Min	HR	10	\$ 250	\$ 2,500	\$ 130	\$ 1,300	\$ 220	\$ 2,200		\$ -		\$ -		\$ -
16	647(6)	Hydraulic Excavator, 1 CY, 100 HP Min	HR	10	\$ 250	\$ 2,500	\$ 150	\$ 1,500	\$ 290	\$ 2,900		\$ -		\$ -		\$ -
17	670(1)	Painted Traffic Markings	LS	All Req'd	\$ 12,500	\$ 12,500	\$ 10,000	\$ 10,000	\$ 11,000	\$ 11,000		\$ -		\$ -		\$ -
TOTAL Additive Alternate #3					\$ 166,725		\$ 202,050		\$ 174,825		\$ -		\$ -		\$ -	

City of Unalaska
Ballyhoo Road 2013 Misc. Paving Projects
BID TABULATION

May 22, 2013

Additive Alternate #4 - City Hall

Item No.	Spec. No.	Name of Item	Unit	Quantity	Engineer's Estimate		Bid #1 - Granite		Bid #2 - Knik		Bid #3 -		Bid #4 -		Bid #5 -	
					Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount
1	202(2)	Removal of Pavement	LS	All Req'd	\$ 50,000	\$ 50,000	\$ 40,000	\$ 40,000	\$ 75,000	\$ 75,000		\$ -		\$ -		\$ -
2	202(3)	Removal of Sidewalk	SY	370	\$ 75	\$ 27,750	\$ 40	\$ 14,800	\$ 65	\$ 24,050		\$ -		\$ -		\$ -
3	202(9)	Removal of Curb and Gutter	LF	830	\$ 50	\$ 41,500	\$ 20	\$ 16,600	\$ 25	\$ 20,750		\$ -		\$ -		\$ -
4	203(3)	Unclassified Excavation	CY	60	\$ 20	\$ 1,200	\$ 60	\$ 3,600	\$ 25	\$ 1,500		\$ -		\$ -		\$ -
5	301(1)	Aggregate Base Course, D-1	TON	115	\$ 50	\$ 5,750	\$ 75	\$ 8,625	\$ 40	\$ 4,600		\$ -		\$ -		\$ -
6	401(1b)	Asphalt Pavement, Type IV; Class B	TON	240	\$ 175	\$ 42,000	\$ 300	\$ 72,000	\$ 175	\$ 42,000		\$ -		\$ -		\$ -
7	401(2)	Asphalt Cement, PG 52-34	TON	16	\$ 1,200	\$ 19,200	\$ 1,000	\$ 16,000	\$ 1,200	\$ 19,200		\$ -		\$ -		\$ -
8	401(9)	Longitudinal Joint Adhesive and Sealant	LS	All Req'd	\$ 2,000	\$ 2,000	\$ 2,500	\$ 2,500	\$ 1,000	\$ 1,000		\$ -		\$ -		\$ -
9	401(10)	Asphalt Material Price Adjustment - Unit Price	CS	All Req'd	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500		\$ -		\$ -		\$ -
10	608(1a)	Concrete Sidewalk, 4" Thick	SY	291	\$ 350	\$ 101,850	\$ 400	\$ 116,400	\$ 325	\$ 94,575		\$ -		\$ -		\$ -
11	608(1b)	Concrete Sidewalk, 6" Thick	SY	140	\$ 525	\$ 73,500	\$ 450	\$ 63,000	\$ 390	\$ 54,600		\$ -		\$ -		\$ -
12	608(6)	Curb Ramp	EA	1	\$ 15,000	\$ 15,000	\$ 12,000	\$ 12,000	\$ 9,000	\$ 9,000		\$ -		\$ -		\$ -
13	609(2)	Curb and Gutter, Type 1	LF	670	\$ 65	\$ 43,550	\$ 120	\$ 80,400	\$ 80	\$ 53,600		\$ -		\$ -		\$ -
14	609(7)	Curb Type Retaining Wall	LF	153	\$ 275	\$ 42,075	\$ 200	\$ 30,600	\$ 165	\$ 25,245		\$ -		\$ -		\$ -
15	640(1)	Mobilization and Demobilization	LS	All Req'd	\$ 65,000	\$ 65,000	\$ 25,000	\$ 25,000	\$ 125,000	\$ 125,000		\$ -		\$ -		\$ -
16	641(1)	Erosion, Sediment, and Pollution Control Administration	LS	All Req'd	\$ 3,000	\$ 3,000	\$ 2,500	\$ 2,500	\$ 500	\$ 500		\$ -		\$ -		\$ -
17	641(3)	Temporary Erosion, Sediment, and Pollution Control	LS	All Req'd	\$ 6,000	\$ 6,000	\$ 10,000	\$ 10,000	\$ 1,500	\$ 1,500		\$ -		\$ -		\$ -
18	641(5)	Temporary Erosion, Sediment, and Pollution Control by Directive	CS	All Req'd	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000		\$ -		\$ -		\$ -
19	642(1)	Construction Surveying	LS	All Req'd	\$ 10,000	\$ 10,000	\$ 5,000	\$ 5,000	\$ 6,500	\$ 6,500		\$ -		\$ -		\$ -
20	644(2)	Field Laboratory	LS	All Req'd	\$ 2,500	\$ 2,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500		\$ -		\$ -		\$ -
21	646(1)	CPM Scheduling	LS	All Req'd	\$ 1,500	\$ 1,500	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000		\$ -		\$ -		\$ -
22	647(2)	Dozer, 65 HP Min	HR	10	\$ 250	\$ 2,500	\$ 130	\$ 1,300	\$ 220	\$ 2,200		\$ -		\$ -		\$ -
23	647(6)	Hydraulic Excavator, 1 CY, 100 HP Min	HR	10	\$ 250	\$ 2,500	\$ 150	\$ 1,500	\$ 290	\$ 2,900		\$ -		\$ -		\$ -
24	660(3)	Lighting Improvements Complete	LS	All Req'd	\$ 50,000	\$ 50,000	\$ 25,000	\$ 25,000	\$ 65,000	\$ 65,000		\$ -		\$ -		\$ -
25	670(1)	Painted Traffic Markings	LS	All Req'd	\$ 15,000	\$ 15,000	\$ 10,000	\$ 10,000	\$ 11,000	\$ 11,000		\$ -		\$ -		\$ -
26	671(1)	Snowmelt System	LS	All Req'd	\$ 50,000	\$ 50,000	\$ 75,000	\$ 75,000	\$ 15,000	\$ 15,000		\$ -		\$ -		\$ -
TOTAL Additive Alternate #4					\$ 674,875		\$ 635,825		\$ 658,720		\$ -		\$ -		\$ -	

Additive Alternate #5 - City of Unalaska Public Library

Item No.	Spec. No.	Name of Item	Unit	Quantity	Engineer's Estimate		Bid #1 - Granite		Bid #2 - Knik		Bid #3 -		Bid #4 -		Bid #5 -	
					Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount
1	202(1)	Removal of Structures and Obstructions (lightpoles, conduit, etc.)	LS	All Req'd	\$ 7,500	\$ 7,500	\$ 5,000	\$ 5,000	\$ 15,000	\$ 15,000		\$ -		\$ -		\$ -
2	202(2)	Removal of Pavement	LS	All Req'd	\$ 42,000	\$ 42,000	\$ 30,000	\$ 30,000	\$ 60,000	\$ 60,000		\$ -		\$ -		\$ -
3	202(3)	Removal of Sidewalk	SY	62	\$ 75	\$ 4,650	\$ 40	\$ 2,480	\$ 65	\$ 4,030		\$ -		\$ -		\$ -
4	202(4)	Removal of Culvert Pipe	LF	20	\$ 15	\$ 300	\$ 95	\$ 1,900	\$ 25	\$ 500		\$ -		\$ -		\$ -
5	202(9)	Removal of Curb and Gutter	LF	770	\$ 50	\$ 38,500	\$ 20	\$ 15,400	\$ 23	\$ 17,710		\$ -		\$ -		\$ -
6	203(3)	Unclassified Excavation	CY	600	\$ 30	\$ 18,000	\$ 60	\$ 36,000	\$ 25	\$ 15,000		\$ -		\$ -		\$ -
7	301(1)	Aggregate Base Course, D-1	TON	500.00	\$ 50	\$ 25,000	\$ 75	\$ 37,500	\$ 40	\$ 20,000		\$ -		\$ -		\$ -
8	401(1b)	Asphalt Pavement, Type IV; Class B	TON	200	\$ 175	\$ 35,000	\$ 300	\$ 60,000	\$ 175	\$ 35,000		\$ -		\$ -		\$ -
9	401(2)	Asphalt Cement, PG 52-34	TON	13	\$ 1,200	\$ 15,600	\$ 1,000	\$ 13,000	\$ 1,200	\$ 15,600		\$ -		\$ -		\$ -
10	401(9)	Longitudinal Joint Adhesive and Sealant	LS	All Req'd	\$ 1,250	\$ 1,250	\$ 2,500	\$ 2,500	\$ 1,000	\$ 1,000		\$ -		\$ -		\$ -
11	401(10)	Asphalt Material Price Adjustment - Unit Price	CS	All Req'd	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500		\$ -		\$ -		\$ -
12	603(21)	24" Corrugated Polyethylene Pipe	LF	220	\$ 65	\$ 14,300	\$ 200	\$ 44,000	\$ 190	\$ 41,800		\$ -		\$ -		\$ -
13	604(1)	Storm Sewer Manhole	EA	3	\$ 8,000	\$ 24,000	\$ 10,000	\$ 30,000	\$ 6,500	\$ 19,500		\$ -		\$ -		\$ -
14	604(3)	Reconstruct Existing Manhole	EA	1	\$ 5,000	\$ 5,000	\$ 10,000	\$ 10,000	\$ 2,500	\$ 2,500		\$ -		\$ -		\$ -
15	609(2)	Curb and Gutter, Type 1 Perimeter	LF	520	\$ 65	\$ 33,800	\$ 120	\$ 62,400	\$ 80	\$ 41,600		\$ -		\$ -		\$ -
16	615(1)	Standard Sign	EA	1	\$ 350	\$ 350	\$ 1,500	\$ 1,500	\$ 450	\$ 450		\$ -		\$ -		\$ -
17	615(1)	Tree	EA	4	\$ 700	\$ 2,800	\$ 2,500	\$ 10,000	\$ 450	\$ 1,800		\$ -		\$ -		\$ -
18	615(1)	Commercial Driveway	EA	2	\$ 2,000	\$ 4,000	\$ 3,500	\$ 7,000	\$ 1,400	\$ 2,800		\$ -		\$ -		\$ -
19	640(1)	Mobilization and Demobilization	LS	All Req'd	\$ 35,000	\$ 35,000	\$ 25,000	\$ 25,000	\$ 80,000	\$ 80,000		\$ -		\$ -		\$ -
20	641(1)	Erosion, Sediment, and Pollution Control Administration	LS	All Req'd	\$ 3,000	\$ 3,000	\$ 2,500	\$ 2,500	\$ 500	\$ 500		\$ -		\$ -		\$ -
21	641(3)	Temporary Erosion, Sediment, and Pollution Control	LS	All Req'd	\$ 6,000	\$ 6,000	\$ 5,000	\$ 5,000	\$ 4,000	\$ 4,000		\$ -		\$ -		\$ -
22	641(5)	Temporary Erosion, Sediment, and Pollution Control by Directive	CS	All Req'd	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000		\$ -		\$ -		\$ -
23	642(1)	Construction Surveying	LS	All Req'd	\$ 10,000	\$ 10,000	\$ 5,000	\$ 5,000	\$ 6,000	\$ 6,000		\$ -		\$ -		\$ -
24	644(2)	Field Laboratory	LS	All Req'd	\$ 2,500	\$ 2,500	\$ 1,500	\$ 1,500	\$ 2,000	\$ 2,000		\$ -		\$ -		\$ -
25	646(1)	CPM Scheduling	LS	All Req'd	\$ 1,500	\$ 1,500	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000		\$ -		\$ -		\$ -
26	647(2)	Dozer, 65 HP Min	HR	10	\$ 250	\$ 2,500	\$ 130	\$ 1,300	\$ 220	\$ 2,200		\$ -		\$ -		\$ -
27	647(6)	Hydraulic Excavator, 1 CY, 100 HP Min	HR	10	\$ 250	\$ 2,500	\$ 150	\$ 1,500	\$ 290	\$ 2,900		\$ -		\$ -		\$ -
28	660(3)	Lighting Improvements Complete	LS	All Req'd	\$ 60,000	\$ 60,000	\$ 35,000	\$ 35,000	\$ 52,000	\$ 52,000		\$ -		\$ -		\$ -
29	670(1)	Painted Traffic Markings	LS	All Req'd	\$ 15,000	\$ 15,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000		\$ -		\$ -		\$ -
34	672(1)	Relocate Book Drop Box, Bollard	LS	All Req'd	\$ 5,000	\$ 5,000	\$ 10,000	\$ 10,000	\$ 4,000	\$ 4,000		\$ -		\$ -		\$ -
TOTAL Additive Alternate #5					\$ 416,550		\$ 467,980		\$ 460,390		\$ -		\$ -		\$ -	

City of Unalaska
Ballyhoo Road 2013 Misc. Paving Projects
BID TABULATION

May 22, 2013

Additive Alternate #6 - Community Park Trail Paving

Item No.	Spec. No.	Name of Item	Unit	Quantity	Engineer's Estimate		Bid #1 - Granite		Bid #2 - Knik		Bid #3 -		Bid #4 -		Bid #5 -	
					Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount
1	301(1)	Aggregate Base Course, D-1	TON	400	\$ 50	\$ 20,000	\$ 75	\$ 30,000	\$ 75	\$ 30,000		\$ -		\$ -	\$ -	\$ -
2	401(1b)	Asphalt Pavement, Type IV; Class B	TON	275	\$ 200	\$ 55,000	\$ 300	\$ 82,500	\$ 275	\$ 75,625		\$ -		\$ -	\$ -	\$ -
3	401(2)	Asphalt Cement, PG 52-34	TON	18	\$ 1,200	\$ 21,600	\$ 1,000	\$ 18,000	\$ 1,200	\$ 21,600		\$ -		\$ -	\$ -	\$ -
4	401(10)	Asphalt Material Price Adjustment - Unit Price	CS	All Req'd	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500		\$ -		\$ -	\$ -	\$ -
5	603(21)	24" Corrugated Polyethylene Pipe	LF	60	\$ 65	\$ 3,900	\$ 300	\$ 18,000	\$ 200	\$ 12,000		\$ -		\$ -	\$ -	\$ -
6	640(1)	Mobilization and Demobilization	LS	All Req'd	\$ 12,000	\$ 12,000	\$ 25,000	\$ 25,000	\$ 60,000	\$ 60,000		\$ -		\$ -	\$ -	\$ -
7	641(1)	Erosion, Sediment, and Pollution Control Administration	LS	All Req'd	\$ 4,000	\$ 4,000	\$ 2,500	\$ 2,500	\$ 500	\$ 500		\$ -		\$ -	\$ -	\$ -
8	641(3)	Temporary Erosion, Sediment, and Pollution Control	LS	All Req'd	\$ 8,000	\$ 8,000	\$ 15,000	\$ 15,000	\$ 1,500	\$ 1,500		\$ -		\$ -	\$ -	\$ -
9	641(5)	Temporary Erosion, Sediment, and Pollution Control by Directive	CS	All Req'd	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500		\$ -		\$ -	\$ -	\$ -
10	642(1)	Construction Surveying	LS	All Req'd	\$ 6,000	\$ 6,000	\$ 5,000	\$ 5,000	\$ 3,000	\$ 3,000		\$ -		\$ -	\$ -	\$ -
11	644(2)	Field Laboratory	LS	All Req'd	\$ 2,000	\$ 2,000	\$ 1,500	\$ 1,500	\$ 850	\$ 850		\$ -		\$ -	\$ -	\$ -
12	646(1)	CPM Scheduling	LS	All Req'd	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 500	\$ 500		\$ -		\$ -	\$ -	\$ -
13	647(2)	Dozer, 65 HP Min	HR	10	\$ 250	\$ 2,500	\$ 130	\$ 1,300	\$ 220	\$ 2,200		\$ -		\$ -	\$ -	\$ -
14	647(6)	Hydraulic Excavator, 1 CY, 100 HP Min	HR	10	\$ 250	\$ 2,500	\$ 150	\$ 1,500	\$ 290	\$ 2,900		\$ -		\$ -	\$ -	\$ -
TOTAL Additive Alternate #6					\$ 140,500		\$ 203,300		\$ 212,675		\$ -		\$ -		\$ -	

Additive Alternate #7 - Unalaska High School Parking Lot Paving

Item No.	Spec. No.	Name of Item	Unit	Quantity	Engineer's Estimate		Bid #1 -		Bid #2 - Knik		Bid #3 -		Bid #4 -		Bid #5 -	
					Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount
1	202(2)	Removal of Pavement	LS	All Req'd	\$ 50,000	\$ 50,000	\$ 30,000	\$ 30,000	\$ 85,000	\$ 85,000		\$ -		\$ -	\$ -	\$ -
2	301(1)	Aggregate Base Course, D-1	TON	100	\$ 50	\$ 5,000	\$ 75	\$ 7,500	\$ 40	\$ 4,000		\$ -		\$ -	\$ -	\$ -
3	401(1b)	Asphalt Pavement, Type IV; Class B	TON	210	\$ 175	\$ 36,750	\$ 300	\$ 63,000	\$ 175	\$ 36,750		\$ -		\$ -	\$ -	\$ -
4	401(2)	Asphalt Cement, PG 52-34	TON	14	\$ 1,200	\$ 16,800	\$ 1,000	\$ 14,000	\$ 1,200	\$ 16,800		\$ -		\$ -	\$ -	\$ -
5	401(9)	Longitudinal Joint Adhesive and Sealant	LS	All Req'd	\$ 1,500	\$ 1,500	\$ 2,500	\$ 2,500	\$ 1,500	\$ 1,500		\$ -		\$ -	\$ -	\$ -
6	401(10)	Asphalt Material Price Adjustment - Unit Price	CS	All Req'd	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500		\$ -		\$ -	\$ -	\$ -
7	640(1)	Mobilization and Demobilization	LS	All Req'd	\$ 16,000	\$ 16,000	\$ 25,000	\$ 25,000	\$ 50,000	\$ 50,000		\$ -		\$ -	\$ -	\$ -
8	641(1)	Erosion, Sediment, and Pollution Control Administration	LS	All Req'd	\$ 3,000	\$ 3,000	\$ 2,500	\$ 2,500	\$ 1,000	\$ 1,000		\$ -		\$ -	\$ -	\$ -
9	641(3)	Temporary Erosion, Sediment, and Pollution Control	LS	All Req'd	\$ 6,000	\$ 6,000	\$ 10,000	\$ 10,000	\$ 3,500	\$ 3,500		\$ -		\$ -	\$ -	\$ -
10	641(5)	Temporary Erosion, Sediment, and Pollution Control by Directive	CS	All Req'd	\$ 1,500	\$ 1,500	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000		\$ -		\$ -	\$ -	\$ -
11	642(1)	Construction Surveying	LS	All Req'd	\$ 10,000	\$ 10,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000		\$ -		\$ -	\$ -	\$ -
12	644(2)	Field Laboratory	LS	All Req'd	\$ 2,500	\$ 2,500	\$ 1,500	\$ 1,500	\$ 850	\$ 850		\$ -		\$ -	\$ -	\$ -
13	646(1)	CPM Scheduling	LS	All Req'd	\$ 1,500	\$ 1,500	\$ 1,000	\$ 1,000	\$ 500	\$ 500		\$ -		\$ -	\$ -	\$ -
14	647(2)	Dozer, 65 HP Min	HR	10	\$ 250	\$ 2,500	\$ 130	\$ 1,300	\$ 220	\$ 2,200		\$ -		\$ -	\$ -	\$ -
15	647(6)	Hydraulic Excavator, 1 CY, 100 HP Min	HR	10	\$ 250	\$ 2,500	\$ 150	\$ 1,500	\$ 290	\$ 2,900		\$ -		\$ -	\$ -	\$ -
16	670(1)	Painted Traffic Markings	LS	All Req'd	\$ 15,000	\$ 15,000	\$ 10,000	\$ 10,000	\$ 5,500	\$ 5,500		\$ -		\$ -	\$ -	\$ -
TOTAL Additive Alternate #7					\$ 171,050		\$ 176,300		\$ 217,000		\$ -		\$ -		\$ -	

City of Unalaska
Ballyhoo Road 2013 Misc. Paving Projects
BID TABULATION

May 22, 2013

Additive Alternate #8 - Material Transfer Vehicle for Ballyhoo Road Paving

Item No.	Spec. No.	Name of Item	Unit	Quantity	Engineer's Estimate		Bid #1 - Granite		Bid #2 - Knik		Bid #3 -		Bid #4 -		Bid #5 -	
					Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount
1	401(11)	Material Transfer Vehicle	TON	12,500	\$ 10	\$ 125,000	\$ 25	\$ 312,500	\$ 1	\$ 12,500		\$ -		\$ -		\$ -
TOTAL Additive Alternate #8					\$ 125,000		\$ 312,500		\$ 12,500		\$ -		\$ -		\$ -	

Additive Alternate #9 - Material Transfer Vehicle for Henry Swanson Drive Paving

Item No.	Spec. No.	Name of Item	Unit	Quantity	Engineer's Estimate		Bid #1 - Granite		Bid #2 - Knik		Bid #3 -		Bid #4 -		Bid #5 -	
					Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount
1	401(11)	Material Transfer Vehicle	TON	3,900	\$ 10	\$ 39,000	\$ 60	\$ 234,000	\$ 1	\$ 3,900		\$ -		\$ -		\$ -
TOTAL Additive Alternate #9					\$ 39,000		\$ 234,000		\$ 3,900		\$ -		\$ -		\$ -	

Bids Certified by: Paul Kendall, P.E.
T. Bart Adams, P.E.

Date: May 22, 2013

BID FORM

City of Unalaska
 Biorka Drive Resurfacing - Bid Form
 DPW#: 13102
 Project #: 121124.12
 RFP# 15
 Date: 2/20/2014

Biorka Drive Resurfacing

Item No.	Spec. No.	Name of Item	Unit	Quantity	Unit Cost	Item Cost
1	202(15)	Pavement Planing	Square Yard	7,500	\$5	\$37,500
2	203(3)	Unclassified Excavation	CY	1,300	\$20	\$26,000
3	301(5)	Recycled Asphalt Pavement	CY	870	\$40	\$34,800
4	304(1)	Aggregate Subbase Type B	Ton	1,700	\$35	\$59,500
5	401(1)	Asphalt Pavement, Type II; Class A	Ton	1,850	\$180	\$333,000
6	401(2)	Asphalt Cement, PG 52-34	Ton	111	\$1,275	\$141,525
7	401(6)	Asphalt Price Adjustment	Contingent Sum	1	\$14,000	\$14,000
8	401(9)	Longitudinal Joint Adhesive and Sealant	Lump Sum	1	\$5,000	\$5,000
9	401(10)	Asphalt Material Price Adjustment - Unit Price	Contingent Sum	1	\$5,000	\$5,000
10	402(1)	STE-1 Asphalt for Tack Coat	Ton	2	\$1,400	\$2,800
11	604(3)	Reconstruct Existing Manhole	Each	6	\$6,100	\$36,600
12	604(4)	Adjust Existing Manhole	Each	7	\$1,500	\$10,500
13	604(8)	Replace Existing Curb Inlet Frame and Grate	Each	3	\$3,400	\$10,200
14	605(6)	8-Inch Perforated corrugated Pipe for Underdrain	LF	30	\$275	\$8,250
15	608(1A)	Concrete Sidewalk, 4 Inches thick	Square Yard	6	\$500	\$3,000
16	609(1)	Curb, Type 1 & 3	LF	220	\$80	\$17,600
17	626(1)	Sanitary Sewer Force Main	Lump Sum	1	\$395,000	\$395,000
18	627(10)	Adjustment of Valve Box	Each	8	\$1,000	\$8,000
19	634(1)	Geogrid	SY	2,600	\$6	\$15,600
20	639(3)	Public Approach	Each	1	\$1,200	\$1,200
21	639(4)	Driveway	Each	5	\$1,000	\$5,000
22	640(1)	Mobilization and Demobilization	Lump Sum	1	\$170,000	\$170,000
23	641(1)	Erosion, Sediment and Pollution Control Administration	Lump Sum	1	\$15,000	\$15,000
24	641(3)	Temporary Erosion, Sediment, and Pollution Control	Lump Sum	1	\$25,000	\$25,000
25	641(5)	Temporary Erosion, Sediment, and Pollution Control by Directive	Contingent Sum	1	\$2,500	\$2,500
26	642(1)	Construction Surveying	Lump Sum	1	\$35,000	\$35,000
27	643(2)	Traffic Maintenance	Lump Sum	1	\$30,000	\$30,000
28	643(23)	Traffic Price Adjustment	Contingent Sum	1	\$0	\$0
29	644(2)	Field Laboratory	Lump Sum	1	\$9,000	\$9,000
30	646(1)	CPM Scheduling	Lump Sum	1	\$4,000	\$4,000
31	647(2)	Dozer, 65 HP Min	Hour	25	\$220	\$5,500
32	647(6)	Hydraulic Excavator, 1 CY, 100 HP Min	Hour	25	\$290	\$7,250
33	661(7)	5-Inch HDPE Conduit	Linear Foot	200	\$200	\$40,000
34	670(1)	Painted Traffic Markings	Lump Sum	1	\$20,000	\$20,000

Total: \$1,533,325

Signature:


 Knik Construction Co, Inc

Date:

2-24-14

**CITY OF UNALASKA
UNALASKA, ALASKA**

RESOLUTION 2014-31

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UNALASKA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH IMIG A/V FOR THE PURCHASE AND INSTALLATION OF THE UNALASKA SCHOOL MASTER CLOCK AND PA SYSTEM UPGRADES PROJECT IN THE AMOUNT OF \$83,310.71

WHEREAS, the City of Unalaska, Alaska has determined that it is necessary to purchase and install a new Master Clock and PA system in the Unalaska Schools; and

WHEREAS, the Unalaska High School Improvements Project is a component of the approved CMMP; and

WHEREAS, the City of Unalaska solicited bids for the work and received one bid on the project; and

WHEREAS, IMIG A/V, an experienced A/V firm, was found to be the lowest qualified, responsible and responsive bidder; and

WHEREAS, funding is available in the Unalaska High School Improvements Project to complete the work;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Unalaska authorizes the City Manager to enter into an agreement with IMIG A/V for the purchase and installation of the Unalaska School Master Clock and PA System Upgrades Project, in the amount of \$83,310.71.

PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE UNALASKA CITY COUNCIL THIS 11TH DAY OF MARCH 2014.

MAYOR

ATTEST:

CITY CLERK

MEMORANDUM TO COUNCIL

TO: MAYOR AND CITY COUNCIL MEMBERS
FROM: JOHN CONWELL, UCSD SUPERINTENDENT
THRU: CHRIS HLADICK, CITY MANAGER
DATE: MARCH 11, 2014
RE: APPROVAL OF RESOLUTION 2014-31, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH IMIG A/V TO PURCHASE AND INSTALL THE UNALASKA SCHOOL MASTER CLOCK AND PA SYSTEM UPGRADES PROJECT IN THE AMOUNT OF \$83,310.71

SUMMARY: The City solicited quotes for the School Master Clock and PA System Upgrades project in February. One bid was received for the project:

Imig Audio/Visual	\$83,310.71
-------------------	-------------

Staff has reviewed the bid and recommends award of the Contract to IMIG A/V.

PREVIOUS COUNCIL ACTION: Council approved Resolution 2014-15 on January 28, 2014, rejecting all bids received on December 31, 2013, for the School Master Clock and PA System.

DISCUSSION: The City originally bid this project in December 2013. Three bids were received but there was a significant discrepancy in the bid amounts. After review of the RFQ it was determined that the scope of work was unclear regarding re-use of the existing wiring. So the RFQ was modified and bids were solicited again.

The City received one bid for the work and the City and School District recommend awarding a contract to IMIG A/V in the amount of \$83,310.71.

ALTERNATIVES: The City could choose to not complete this project.

FINANCIAL IMPLICATIONS: The contract award is in the amount of \$83,310.71. Funding remains in the School Improvements Project (SS801), from the School Bond program.

LEGAL: N/A

STAFF RECOMMENDATION: City and School staff recommend approving this contract award for the Unalaska School Master Clock and PA System Upgrade project.

PROPOSED MOTION: I move to approve Resolution #2014-31.

CITY MANAGER'S COMMENTS: I recommend approving this contract for the School project.

Attachments:

1. Unalaska School Master Clock and PA System Upgrade project Bid Tab.
2. Draft Agreement

CITY OF UNALASKA, ALASKA
Department of Public Works & Department of Public Utilities
Unalaska School Master Clock & PA System Upgrade
March 3, 2014

2:00 p.m.

Contractor / Business Name	Bid Form Used?	Addenda Acknowledgement	Licenses		Total Bid
		N/A	State Contractor	State Business	
IMIG Audio/Visual	Y		38194	8999	\$ 83,310.71

STANDARD FORM OF AGREEMENT BETWEEN THE OWNER AND CONTRACTOR

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2014, by and between the City of Unalaska (hereinafter called OWNER) and IMIG A/V (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

CONTRACTOR shall complete all work as specified or indicated in the Contract Documents. The work is generally described as follows:

The work will include, but not be limited to, furnishing all plant, labor, tools, equipment, and materials and performing all operations in connection with **supplying and installing the Unalaska School Master Clock and PA System Upgrades.**

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the WORK consists of the following:

- Agreement
- Request for Quotes
- Change Orders which may be delivered or issued after Effective Date of the Agreement and not attached hereto.

Article 2. CONTRACT TIME

2.1 All WORK shall be completed, and a final invoice provided, no later than **June 13, 2014.**

2.2 Liquidated Damages. N/A

Article 3. CONTRACT PRICE

3.1 The OWNER shall pay CONTRACTOR for completion of the work in accordance with the Contract Documents, an amount equal to the bid price.

3.2 The Contract sum is based upon the Bid amounts which are set forth in the Contract Documents and which are hereby accepted by the OWNER. The contract sum is \$83,310.71.

Article 4. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment.

- 4.1 Progress Payments. The OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment on or about a day of the month mutually agreeable to the OWNER and CONTRACTOR as agreed to at the preconstruction conference. All progress payments will be on the basis of the progress of the work measured by the actual percentage of work completed.
- 4.1.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as the OWNER shall determine, or the OWNER may withhold, in accordance with AS 36.90.250.
- a. Ninety percent of work completed.
 - b. Once 50 percent of the work is complete as determined by the OWNER, and if the character and progress of the work have been satisfactory to the OWNER, the OWNER, may determine that, as long as the character and progress of the work remain satisfactory to them, there will be no additional retainage on account of work completed; in which case, the remaining progress payments prior to Substantial Completion will be in an amount equal to 100 percent of the work completed.
- 4.2 Final Payment. Upon final completion and acceptance of the work; Affidavit of Payment of Debts and Claims; AND Affidavit of Release of Liens, the OWNER shall pay the remainder of the Contract Price.
- 4.2.1 Deductions. The City may deduct from the amount of any payment made to Contractor any sums owed to City by Contractor including, but not limited to, past due sales tax, port and harbor fees, property tax, or rent. Before making any such deduction the City shall have provided Contractor written notice of the amount claimed by City to be due and owing from Contractor.

Article 5. INTEREST ON RETAINAGE

All retainage shall bear interest at the rate required by AS 36.90.250, if applicable.

Article 6. CONTRACTOR'S REPRESENTATIONS

In order to induce the OWNER to enter into this agreement, CONTRACTOR makes the following representations:

- 6.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the work.

- 6.2 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports, and studies which pertain to the physical conditions at or contiguous to the site or which otherwise may affect the cost, progress, performance, or furnishing of the work as CONTRACTOR considers necessary for the performance or furnishing of the work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, explorations, tests, reports, studies, or similar information or data are or will be required by CONTRACTOR for such purposes.
- 6.3 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Facilities. No additional examinations, investigations, explorations, tests, reports, studies, or similar information or data in respect of said Facilities are or will be required by CONTRACTOR in order to perform and furnish the work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents.
- 6.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
- 6.5 CONTRACTOR has given the OWNER written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by the OWNER is acceptable to CONTRACTOR.

Article 7. MISCELLANEOUS

- 7.1 The CONTRACTOR shall submit the Certification of Insurance and City of Unalaska business licenses and all Subcontractor City of Unalaska business licenses as required by the Contract Documents, prior to commencement of the Work.
- 7.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound, and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 7.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, The OWNER and CONTRACTOR have signed all counterparts of this Agreement. All portions of the Contract Documents have been signed or identified by the OWNER and CONTRACTOR.

This Agreement will be effective on _____, 2014.

CITY OF UNALASKA

CONTRACTOR: _____

By _____ By _____
Chris Hladick, City Manager

(CORPORATE SEAL)

(CORPORATE SEAL)

Attest _____
City Clerk

Attest _____

Address for giving notices

PO Box 610

Unalaska, Alaska 99685

Address for giving notices

CITY OF UNALASKA
UNALASKA, ALASKA

RESOLUTION 2014-29

A RESOLUTION OF THE UNALASKA CITY COUNCIL AUTHORIZING THE SALE OF CITY
OF UNALASKA SURPLUS PERSONAL PROPERTY

WHEREAS, City owned personal property becomes surplus from time to time and needs to be disposed of; and

WHEREAS, Unalaska City Code Section 7.20.010 (B) provides that the Council shall determine, by resolution, which method or methods shall be used for disposal of personal property valued at less than \$25,000; and

WHEREAS, the attached list of personal property proposed for disposal includes items valued at less than \$25,000;

NOW THEREFORE BE IT RESOLVED that the Unalaska City Council authorizes the City Manager to dispose of the attached list of City of Unalaska surplus personal property; and

BE IT FURTHER RESOLVED THAT the method of disposal will be by public outcry auction to the highest bidder.

PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE UNALASKA CITY COUNCIL THIS 11TH DAY OF MARCH 2014.

MAYOR

ATTEST:

CITY CLERK

MEMORANDUM TO COUNCIL

TO: MAYOR AND CITY COUNCIL MEMBERS
FROM: CHRIS HLADICK, CITY MANAGER
DATE: MARCH 11, 2014
RE: RESOLUTION 2014-29 – AUTHORIZING THE SALE OF CITY OF UNALASKA SURPLUS PERSONAL PROPERTY

SUMMARY: This resolution will authorize approval for the semi-annual surplus sale to be held on April 5, 2014.

PREVIOUS COUNCIL ACTION: None on this specific item. The Council has routinely authorized surplus sales on an annual or semi-annual basis.

BACKGROUND: Each year, the Supply Division is responsible for coordinating, collecting, recording, and conducting city-wide surplus sales. In the past, surplus sales have been conducted through outcry auction.

DISCUSSION: The sale of surplus items have been conducted as outcry auctions during the past five years, and this has proved to be the most cost effective method for the City to surplus the items. Therefore, the Public Works Department recommends that this sale also be conducted via an outcry auction.

The sale will be held on Saturday, April 5, 2014. Viewing of items will be open from 11:00 am - 12:00 p.m., and the sale will be held from Noon – 2:00 p.m. the same day. Non-profit organizations will be allowed an opportunity to pick up items on March 17, 2014, following which the list of the remaining sale items will be advertised. A list of the items to be surplus is attached.

ALTERNATIVES: Alternatives include:

1. Not have a sale at this time and store the items until a later date.
2. Sell the items via sealed bid.

FINANCIAL IMPLICATIONS: Revenues from the Surplus Sale are returned to the General Fund and Enterprise Funds from which the assets were purchased.

LEGAL: N/A.

STAFF RECOMMENDATION: Staff recommends approval of the sale of surplus items via outcry auction as outlined above.

PROPOSED MOTION: I move to approve Resolution 2014-29.

CITY MANAGER'S COMMENTS: I recommend that we move forward with the April Surplus Sale.

Attachment: List of Surplus Items & Disclaimer for Purchase of Vehicles

Surplus Sale FY14

3/4/2014

Quantity	Unit	Description
----------	------	-------------

City Hall Administration

1	each	Polaroid camera
1	each	FujiFilm digital camera
2	each	Phone cord
7	each	4-Boxes of crayons
2	each	Key holders
1	each	Mouse tray
1	each	Coffee pot
1	each	Canon camera
1	each	Panasonic video camera
1	lot	Miscellaneous office supplies
2	each	Picture frames
10	each	Green upholstered chairs
1	each	Executive chair, black
1	each	4 Drawer fire proof locking file cabinet
1	each	Metal shelves
1	each	Overhead projector
1	each	Glass case & pedestal
1	each	4 Drawer file cabinet, tan
1	each	Wood coat rack

Department of Finance

1	each	Typewriter stand
1	each	Non-digital camera
1	each	Office chair
1	each	Wood shelf

Quantity	Unit	Description
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Department of Planning

1	each	4 drawer metal file cabinet
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1	each	3 level bookshelf, metal
1	each	Canon printer
1	each	Mail sorter, 2.10' x 10" x 11"
5	each	Assorted paper sorters
1	each	Plastic organizer
2	each	Wooden visitors chairs
1	each	Panasonic cassette recorder
10	each	Maxwell audio cassette tapes, 90 mins
60	each	Sony audio cassette tapes, 90 mins
1	each	GD531 Toner cartridge
2	each	Image Master compatible toner cartridge

City Hall Clerks Department

1	each	Plastic paper tray, green
1	each	IBM monitor tray
1	each	3 hole punch
1	each	3M in-line document holder
1	each	Heavy duty stapler
1	each	Audio equipment
2	each	Dell toner cartridge (M5210/5310)

Department of Public Safety

1	each	4 drawer file cabinet
1	each	4 drawer file cabinet
1	each	Bookshelf
2	each	Canon Powershot G2 digital camera
1	each	Canon Powershot S410 digital camera

Quantity Unit Description

Department of Public Safety

2	each	Dell monitor, 17"
1	each	Viewsonic monitor, 20"
5	each	Dell keyboards
1	each	Digital Audio logging system
1	each	Fax machine
2	each	Fixed mount video camera 200ir
1	each	Fujitsu scanner

1	each	Go video VHS to VHS recorder
1	set	In car radar set
1	each	JVC DR-MV5 VHS/DVD recorder
1	each	JVC SR-MV40 VHS/DVD recorder
1	each	Magnavox 13" television
1	each	National monitor NL221
1	each	Nikon D100 digital camera w/o lens
1	each	Nylon toolbox paraben
1	each	Panasonic telephone KXT7453
3	each	Panasonic telephone KXTG3202
1	each	Panasonic VHS player
1	each	Canon printer IP6600d
1	each	Dell printer 5210n
1	each	HP printer P4015n
1	each	HP scanner 5300c
1	each	HP scanner Scanjet n8460
1	each	Sony Trinitron television 19"
3	each	Vests
1	each	V-Hub teleconference phone
1	each	Camp tent w/o poles
16	each	Analog phones
1	set	Hard side case w/video camera accessories

Quantity Unit Description

Department of Public Safety

3	each	Bivy sack
3	each	Slumberjack compression bag
12	each	Camping stuff sack
3	each	Soap box holder
1	each	Optimus camp stove
1	each	Petzl headlamp
5	each	AED trainers
2	each	Bookshelf
1	each	File cabinet
2	each	File drawers
2	each	Office chairs
1	each	Lot of office supplies

1	each	Multi drawer counter/cabinet
3	each	Large tables
1	each	Small table
3	each	Office desks
8	each	Hutch
2	each	Desk chair
3	each	Chairs
2	each	Small file cabinet

Department of Parks Culture & Recreation

1	each	4 drawer metal file cabinet
1	each	Karaoke machine
1	each	2 drawer wood file cabinet
1	each	Office chair
10	each	Gymnastic pad pieces
2	each	Bean bag

Quantity Unit Description

Department of Parks Culture & Recreation

1	each	Gymnastic tumbling roll
1	each	Ping pong table
1	each	Christmas wreath
2	each	Plastic toddler play rockers
2	each	Motivational pictures
1	each	Christmas tree stand
1	pair	Cross country skis
1	each	Air hockey table
1	each	5 piece Kitchen play set
1	each	Wooden Child's coat rack
1	each	Wooden shelf
1	box	Assorted Children's toys
1	box	Assorted gaming equipment
1	each	Audio tuner
5	each	Wooden easels
1	each	Typewriter
1	each	Laminator
1	pair	Computer speakers

1	each	Wooden drying rack
6	each	Panels of glass
1	each	Air pump
3	each	Pool sticks
2	each	Office chairs
1	each	1994 F150 Ford pickup (RC3617)

Aquatics Center

2	each	Laser Jet ink cartridge
3	each	Motorola cell phone
1	each	Nokia cell phone

Quantity	Unit	Description
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Aquatics Center

12	each	Kiefer stop watches
1	each	8" Wall clock
1	each	Vtech cordless phone w/ answer machine
1	each	Coby corded phone, wall mount
1	each	Phone cable w/splitter
1	each	Phone message book
1	box	Miscellaneous remote controls
6	each	Duracell 1.5 volt batteries
1	each	Coby DVD player w/remote & manual
1	box	Miscellaneous electronic cords
1	each	Canvas bulletin board cover
1	box	Miscellaneous trophies & medals
1	each	Windsor vacuum cleaner
1	each	Free standing aluminum coat rack
1	each	Upright fan
2	each	Maytag stackable dryers
1	each	Ultra Max pool vacuum
2	each	Lifeguard training videos
13	each	Lifeguard manuals
19	each	Guard Start workbooks

Public Library

1	each	Dell Desktop Computer
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1	each	DELL laptop computer
1	each	Dell Desktop Computer
1	each	13" Television w/built-in VHS player
1	each	DVD player w/remote
1	each	IBM/Lexmark electric typewriter

Quantity Unit Description

Department of Public Works / Roads Dept.

1	each	Small gravel spreader, belt drive
4	each	White road striping paint, 55 gal drums
1	each	Steel light pole
1	each	1997 F150 Ford pickup (PW6240) (This vehicle has a faulty fuel tank. See attached disclaimer)

Supply Department

1	lot	Miscellaneous vehicle parts
1	lot	Miscellaneous facility maint parts
1	lot	Miscellaneous light bulbs

Department of Public Works / Vehicle Maint.

1	each	Miller Matic 175 wire feed welder
1	each	Miller Dial Arc 250 AC/DC welder
1	each	Miller Spool Matic 2
1	each	Miller WC3A weld control
1	each	Tig torch
1	each	Solar battery charger

Department of Public Works / Facility Maint.

1	each	Pressure washer coil
9	each	U-shaped T12 fluorescent bulb, 35 watt
1	each	Ceiling fan w/lights
1	each	Kitchen hood fan
1	each	VCR
1	each	Small printer
11	each	Grundfos head (model C) & control box
12	each	Volutes for Grundfos pumps

Quantity	Unit	Description
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Electric Department

1	each	TigerBook lap top
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Wastewater Department

3	each	75' garden hose
3	each	55 gallon drum dollies
2	each	800 watt electrical panel heater 115-120v
5	each	200 watt electrical panel heater 115-120v
2	each	400 watt electrical panel heater 115-120v
53	each	4" Ty-seal gaskets

Ports & Harbors

1	each	John Deere tractor w/attachments
1	each	40 foot container
1	each	HP Office Jet Pro K5400 printer
1	each	Sony Cam w/charger
2	each	Zoll AED's
1	each	NEC Conference Max Plus phone system
1	each	Radio Headset
1	each	Canon Laser Class 3170 printer/fax
1	each	Christmas Tree Stand x/ misc. ornaments
1	each	End Table
2	each	Splints & small medical bags
1	each	Pacer 30 Super Suction Floor Vacuum
1	each	Air Compressor
22	sheets	4' x 8' FRP plus assorted plastic trim

Condition Estimated Value Each

Good	20.00
Fair	10.00
Good	5.00
Good	0.25
Fair	5.00
New	50.00
Poor	3.00
Fair	25.00
Fair	25.00
Fair	5.00
Good	2.00
Good	20.00
Poor	5.00
Fair	100.00
Fair	30.00
Fair	25.00
Good	100.00
Fair	25.00
Poor	5.00

Good	50.00
fair	20.00
broken	-
Good	50.00

Condition Estimated Value Each

Fair	25.00
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Poor	10.00
Fair	50.00
Fair	5.00
Fair	6.00
Fair	1.00
Fair	10.00
Fair	10.00
New	1.00
New	6.00
New	100.00
New	100.00

Good	10.00
Good	20.00
Good	15.00
Good	45.00
Poor	5.00
Good	200.00
New	90.00

Fair	5.00
Fair	5.00
Fair	10.00
Fair	20.00
Fair	10.00

Condition Estimated Value Each

Fair	20.00
Fair	10.00
Fair	25.00
Good	100.00
Fair	20.00
New	100.00
Good	20.00

Poor	10.00
Poor	20.00
Poor	10.00
Fair	10.00
Fair	5.00
Fair	20.00
Good	20.00
Fair	5.00
Poor	1.00
Poor	3.00
Fair	5.00
Good	10.00
Fair	20.00
Fair	20.00
Fair	10.00
Fair	20.00
Poor	1.00
Fair	30.00
Fair	10.00
Poor	1.00
Fair	32.00
Fair	10.00

Condition

Estimated Value Each

Good	30.00
Fair	15.00
Good	6.00
New	3.00
Fair	2.00
Fair	1.00
Fair	5.00
Good	20.00
Poor	5.00
Poor	10.00
Poor	2.00
Poor	5.00

Fair	100.00
Fair	30.00
Fair	5.00
Fair	30.00
Fair	80.00
Fair	2.00
Fair	6.00
Fair	10.00

Poor	15.00
Poor	10.00
Good	10.00
Poor	5.00
Poor	2.00
Poor	3.00

Condition Estimated Value Each

Poor	5.00
Poor	25.00
Poor	1.00
Good	15.00
Poor	1.00
Good	5.00
Poor	1.00
Poor	50.00
Good	50.00
Poor	5.00
Poor	5.00
Poor	1.00
Poor	5.00
Poor	5.00
Good	10.00
Poor	5.00
Poor	5.00
Poor	5.00

Fair	5.00
Good	10.00
Poor	5.00
Poor	1.00
Poor	5.00
Fair	1,500.00

New	
Fair	
Fair	

Condition Estimated Value Each

Good	
Fair	
Good	
Poor	
Good	
Fair	
Poor	
New	
Poor	
Good	
Fair	
New	
Fair	
Good	
Poor	
Poor	
Poor	
Good	
New	
New	

poor	1.00
------	------

poor	1.00
poor	1.00
Poor	1.00
Poor	1.00
Poor	1.00

Condition Estimated Value Each

Poor	
Fair	
Poor	
Poor	1,200.00

Good	1,000.00
Good	1,000.00
Good	500.00

Fair	200.00
Fair	200.00
Fair	100.00
Fair	100.00
Fair	50.00
Poor	10.00

New	50.00
New	10.00
Poor	10.00
Poor	10.00
Fair	20.00
Poor	5.00
Poor	40.00
New	100.00

Condition	Estimated Value Each
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Poor	50.00
------	-------

Fair	10.00
Fair	15.00
Good	20.00
Good	10.00
Good	15.00
R	5.00

Good	500.00
Fair	300.00
Good	75.00
Good	30.00
Good	50.00
Good	25.00
Good	25.00
Fair	25.00
Good	25.00
Good	15.00
Fair	15.00
Fair	50.00
Good	75.00
New	40.00

City of Unalaska Surplus Vehicle Sales Indemnification Agreement

I _____, the undersigned, hereby covenant and agree that I and my heirs will never institute any demand, claim, or suit against the City of Unalaska, its employees, agents, attorneys, insurers, or successors in interest for loss, damage, death, or injury to my person(s) or property of any nature which may occur from any cause whatsoever as a result of the purchase of (PW6240) 1997 Ford F150 4x4 Pickup. VIN # 1FTDX1861VKA36240. I further acknowledge that said vehicle, which I acknowledge as having been sold "as is, where is" has a faulty fuel tank.

"By signing this agreement, I acknowledge that I and my heirs are forever voluntarily and knowingly waiving my rights and those of my heirs, administrators, executors, and assigns to seek compensation from the City of Unalaska, its employees, agents, attorneys, insurers, or successors in interest for any and all injuries or death to our persons or property that may be sustained as a result of the use of said vehicle.

"Dated this _____ day of _____ 20____.

Buyer

CITY OF UNALASKA
UNALASKA, ALASKA

RESOLUTION 2014-30

A RESOLUTION OF THE UNALASKA CITY COUNCIL CONFIRMING THE MAYOR'S APPOINTMENT OF DEBRA HANSON-ZUEGER TO THE UNALASKA PUBLIC LIBRARY ADVISORY COMMITTEE

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

WHEREAS, Mayor Marquardt has considered the application of a member of the public to the Unalaska Public Library Advisory Committee and has submitted the name to the City Council for approval;

NOW THEREFORE BE IT RESOLVED that the Mayor's appointment of Debra Hanson-Zueger to the Unalaska Public Library Advisory Committee is confirmed:

MEMBER

DEBRA HANSON-ZUEGER

EXPIRING

FEBRUARY 2017

PASSED AND APPROVED BY A DULY CONSTITUTED QUORUM OF THE UNALASKA CITY COUNCIL THIS 11TH DAY OF MARCH 2014.

MAYOR

ATTEST:

CITY CLERK

BOARD APPLICATION

NAME OF BOARD APPLYING FOR:

Library Advisory Board Committee

Date: 3-3-14 Note: Application expires one year from date received.

NAME: Debra Hanson Zueger

ADDRESS: PO Box 866
Unalaska, AK 99685

PHONE: Cell: 359-1300 Home: 581-4083
Daytime: 359-1300 Evening: 581-4083

OCCUPATION: Risk Manager

EMPLOYER: City of Unalaska

PREVIOUS BOARD/COMMITTEE EXPERIENCE:

See Attached

(Attached pages additional if necessary)

Check the main reason(s) for your interest:

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

☒ I have expertise I want to contribute.

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

☒ I want to participate in local government.

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

☐ Other _____

Please explain in greater detail those you have checked:

See Attached

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

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

Media

Word of Mouth

Solicitation

Other Blast Fax

3-3-2014
DATE

Debra Hanson Zueger
SIGNATURE

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

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

Previous Board/Committee Experience:

Rainbow's End Daycare: Secretary of the Board, 2 years
Senior Parents Committee 2006, 2008 and 2011 (Treasurer)
Community Grant Committee (2012, 2013, 2014)
Cub Scout Leader; Brownie Leader

(Honestly I know there are committees I don't have listed here. I have lived here 24 years and during that time have participated in committees for many types of events, and school issues)

Interest Explanation:

I. Board Activities: I am excited to be part of a board that promotes and supports three things that I believe are extremely important.

a. Instilling a lifelong love of reading through library youth programs, a wide variety of reading materials for adults:

I have been an avid reader my entire life. When I was a kid, my mom regularly took my flashlight and book away at 2am so I would get enough sleep for school the next day. She also knew in the worst heat of a summer's day, she would find me in the backyard, lounging in the shade of the apple tree, reading a book. I quickly realized as a student and later as a formal and informal teacher, that reading is the base upon which most other subjects build. I know that throughout my life reading has broadened my vocabulary, my horizons and my opportunities.

b. Access to information:

I also realized that just about anything I was curious about could be found in a book at the library, which lead to my reading every book in the Greek and Roman Mythology section at my local library when I was in the fifth grade! The library is a primary source of information. Information is power and creates opportunity. In our modern age information is accessed through other means, i.e., the internet, I believe it's critical for the library to keep pace with these other means to access information.

c. Caretakers of the past, present, and future:

I believe part of a library's responsibility is to make collection choices that include information on where we've been, where we are, and where we are going. A very simplified example would be not to just have a current book available about earring construction, but also a book about the history of earring construction, and perhaps a monthly magazine with latest earring making trends.

II. Expertise:

I believe my background in early childhood and education would be particularly helpful to the board.

III. Participation in Local Government:

I have taken a break for several years from serving in any official capacity in order to concentrate on my family. As the kids have gotten older, I find I have more time to serve in a more official capacity.

Education/Work Experience:

Tyee High School: Seattle Washington 1982 General Studies
Highline Community College: 1982-1984 General Studies
Western Washington University: 1984-1986 Studied Elementary Education/Social Sciences:

Head Start Early Childhood Childcare training program (2001-2003)

City of Unalaska: PCR Programs & Teens (1991-1993)
UCSD: Elementary Aide: (1994-1996)
Rental Property Manager: Self (1998-2013)
Rainbow's End Daycare: Co-Director/Toddler Teacher (1998-2001)
A Child's Place Family Daycare: Owner (2001-2003)
UCSD: Regular Substitute Teacher: (2003-2004)
Western Power Engineering: Office Manager (2004-2010)
City of Unalaska –2010 to present: Finance: General Billing; A/R Senior Accountant
Administration: Risk Manager

Volunteer Activities:

Recent: Baking for Just Desserts and the Chocolate Extravaganza (2 years), Annual Channel 8 Community Christmas Card Exchange with UCSD students (3 years). Over the past 24 years I have volunteered for a variety of events including, but not limited to, Blueberry Bash, Community Swim Meet, Community Haunted House, Ice Cream Social, UCSD Pep Club, Prom Decorating (3 years), Dance Chaperone, Overnight Camps/All-Nighter Chaperone, etc.

Interests:

READING! I read an average of two to three books a week, usually a non-fiction and fiction one at the same time. I will always have a love and appreciation for the printed book, but it is a known fact that I freak out if I can't find my Kindle; Boating, aviation, jewelry making.