

City of Unalaska
UNALASKA CITY COUNCIL

P. O. Box 610 • Unalaska, Alaska 99685
(907) 581-1251 • www.ci.unalaska.ak.us

Regular Meeting
Tuesday, June 25, 2019
6:00 p.m.

Unalaska City Hall
Council Chambers
43 Raven Way

Council Members

James Fitch
Roger Rowland
David Gregory

Frank Kelty, Mayor

Council Members

Dennis Robinson
Alejandro Tungul
Shari Coleman

AGENDA

1. Call to order
2. Roll call
3. Pledge of Allegiance
4. Recognition of visitors
5. Adoption of agenda
6. Minutes of June 11, 2019 meeting
7. Reports
 - a. City Manager
 - b. Financials - May 2019
8. Community Input / Announcements
9. Public testimony on agenda items
10. Public Hearing
 - a. Ordinance 2019-08: An Ordinance of the Unalaska City Council amending the Port of Dutch Harbor Unalaska Marine Center Terminal Tariff
11. Regular Agenda
 - a. Unfinished Business
 - i. Ordinance 2019-08: Second Reading, An Ordinance of the Unalaska City Council amending the Port of Dutch Harbor Unalaska Marine Center Terminal Tariff
 - b. New Business
 - i. Resolution 2019-37: A Resolution of the Unalaska City Council acknowledging the closure and completion of various Capital Projects and Purchases
 - ii. Resolution 2019-39: A Resolution of the Unalaska City Council Authorizing the City Manager to extend the term of the Professional Services Agreement with Brad Gilman of Robertson, Monagle & Estaugh for an additional term
 - iii. Resolution 2019-40: A Resolution of the Unalaska City Council Authorizing the City Manager to extend the term of the Professional Services Agreement with Dianne Blumer, Blumer & Associates for an additional term
 - iv. Travel Approval: Mayor and/or Council Members to attend the Alaska Municipal League Summer Legislative Conference, August 13-15, 2019 in Soldotna, Alaska
12. Council Directives to City Manager
13. Community Input / Announcements
14. Adjournment

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Tuesday, June 11, 2019
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43 Raven Way

Council Members

James Fitch
Roger Rowland
David Gregory

Frank Kelty, Mayor

MINUTES

Council Members

Dennis Robinson
Alejandro Tungul
Shari Coleman

1. Call to order
Mayor Kelty called the Regular Meeting of the Unalaska City Council to order at 6:00 pm, on June 11, 2019, in the Unalaska City Hall council chambers.
2. Roll call
Present:
Frank Kelty, Mayor
Dennis Robinson, Vice Mayor
Roger Rowland (Telephonic)
James Fitch
Alejandro Tungul
David Gregory
Shari Coleman

Absent:
None
3. Pledge of Allegiance
Council Member Fitch led the Pledge of Allegiance
4. Recognition of visitors
Reinders Family
Chris Salts, OC
5. Adoption of agenda
Mayor Kelty amended the agenda by adding the following items:
 - a. New Business
 - iv. Resolution 2019-34: A Resolution of the Unalaska City Council Authorizing the City Manager to sign Amendment NO.1 to the Public Works and Public Utilities CBA between the City of Unalaska and International Union of Operating Engineers, Local 302
 - v. Resolution 2019-35: A Resolution of the Unalaska City Council Authorizing the City Manager to sign Amendment NO.1 to the PCR CBA between the City of Unalaska and International Union of Operating Engineers, Local 302
 - vi. Resolution 2019-34: A Resolution of the Unalaska City Council Authorizing the City Manager to sign Amendment NO.1 to the City Hall CBA between the City of Unalaska and International Union of Operating Engineers, Local 302
6. Oath of Office, City Manager Erin Reinders
Acting City Clerk administered the oath of office to Erin Reinders, City Manager
7. Adopt minutes of previous meeting, May 28, 2019
Tungul made a motion to adopt the May 28, 2019 meeting minutes; Robinson seconded.
No objection
Motion passed by consensus.

8. Reports

- a. City Manager – In the packet
- b. Financials, April 2019 – In the packet

9. Community Input / Announcements

- PCR
 - Summer Solstice Run
 - Summer Playground Program
 - Town Park Grand Opening
- Mayor Kelty thanked Ounalashka Corporation for hosting their annual community banquet
- Mayor Kelty gave a brief summary on the NPFMC meeting held in Sitka, Alaska

10. Public testimony on agenda items – None

11. Public hearing, Ordinance 2019-06, an Ordinance of the Unalaska City Council Amending the Fee Schedule specifying the fees and charges for services, labor and equipment provided by the City

Mayor Kelty opened the Public Hearing on Ordinance 2019-06.

Hearing no testimony, the Public Hearing closed.

12. Work session

Fitch made a motion to move into Work Session; Gregory seconded.

No objection.

Motion passed by consensus.

- a. Report from Finance regarding funds set aside for future capital or other projects

Jim Sharpe, Interim Finance Director, made a correction to page (2) of his presentation; the word “*earmarked*” was changed to “*not earmarked*”.

Interim Finance Director answered Council’s questions.

13. Regular agenda

Fitch made a motion to reconvene to Regular Session; Coleman seconded.

No objection.

Motion passed by consensus.

- a. Unfinished Business

- i. Ordinance 2019-06: Second Reading, an Ordinance of the Unalaska City Council Amending the Fee Schedule specifying the fees and charges for services, labor and equipment provided by the City

Fitch made a motion to adopt Ordinance 2016-06; Tungul seconded.

Fitch made a motion to amend Ordinance 2016-06 by inserting the following corrections:

- Fee Schedule Page 31
 - D. Fishing Gear Wharfage
 - 4. Trawl Doors **Correct amount - \$17.61** Changed from \$17.60; (+ \$0.01)
- Fee Schedule Page 35
 - A 2. Harbor Department or other City labor charges
 - Labor: Straight Time **Correct amount - \$118.63** Changed from \$118.62; (+ \$0.01)
- Fee Schedule Page 36
 - I. Port Rates for providing security (TWIC)
 - Labor: Straight Time **Correct amount - \$118.63** Changed from \$118.62; (+\$0.01)
 - Double Time **Correct amount - \$237.26** Changed from \$237.62;
transposed #
- K. Facility Security Preparation (set up and tear down)
 - Correct amount - \$317.60** Changed from \$317.59; (+\$0.01)

Robinson second.

Roll Call Vote on the motion to amend Ordinance 2016-06: Fitch – yes; Coleman – yes; Rowland – yes; Robinson – yes; Tungul – yes; Gregory – yes.

Motion passed 6-0.

Roll Call Vote on main motion as amended: Gregory – yes; Tungul – yes; Robinson – yes; Rowland – yes; Coleman – yes; Fitch – yes.

Motion passed 6-0.

b. New Business

- i. Ordinance 2019-08: First Reading, An Ordinance of the Unalaska City Council amending the Port of Dutch Harbor Unalaska Marine Center Terminal Tariff

Robinson made a motion to move Ordinance 2019-08 to Second Reading and Public Hearing on June 25, 2019; Fitch seconded.

Roll Call Vote: Coleman – yes; Rowland – yea; Robinson – yes; Tungul – yes;

Gregory – yes; Fitch – yes.

Motion passed 6-0.

- ii. Resolution 2019-31: A Resolution of the Unalaska City Council renewing the City's policy on participation in funding electric primary and secondary utility line extensions for Fiscal Year 2020

Coleman made a motion to adopt Resolution 2019-31; Fitch seconded.

Roll Call Vote: Rowland – yes; Robinson – yes; Tungul – yes; Gregory – yes; Fitch – yes; Coleman – yes.

Motion passed 6-0.

- iii. Resolution 2019-32: A Resolution of the Unalaska City Council renewing the City's policy on participation in funding water and sewer utility extension costs for primary and secondary line extension for Fiscal Year 2020

Fitch made a motion to adopt Resolution 2019-32; Gregory seconded.

Roll Call Vote: Robinson – yes; Tungul – yes; Gregory – yes; Fitch – yes; Coleman – yes; Rowland – yes.

Motion passed 6-0.

- iv. Resolution 2019-34: A Resolution of the Unalaska City Council Authorizing the City Manager to sign Amendment NO.1 to the Public Works and Public Utilities CBA between the City of Unalaska and International Union of Operating Engineers, Local 302

Robinson made a motion to adopt Resolution 2019-34; Tungul seconded.

Council Member Coleman recused herself from voting due to a direct conflict of interest.

Chairperson found there to be a conflict and excused Council Member Coleman from the vote.

Roll Call Vote: Tungul – yes; Gregory – yes; Fitch – yes; Rowland – yes;

Robinson – yes.

Motion passed 5-0.

- v. Resolution 2019-35: A Resolution of the Unalaska City Council Authorizing the City Manager to sign Amendment NO.1 to the PCR CBA between the City of Unalaska and International Union of Operating Engineers, Local 302

Coleman made a motion to adopt Resolution 2019-35; Fitch seconded.
Roll Call Vote: Gregory – yes; Fitch – yes; Coleman – yes; Rowland – yes;
Robinson – yes; Tungul – yes.
Motion passed 6-0.

- vi. Resolution 2019-36: A Resolution of the Unalaska City Council Authorizing the City Manager to sign Amendment NO.1 to the City Hall CBA between the City of Unalaska and International Union of Operating Engineers, Local 302

Fitch made a motion to adopt Resolution 2019-36; Tungul seconded.
Roll Call Vote: Fitch – yes; Coleman – yes; Rowland – yes; Robinson – yes;
Tungul – yes; Gregory – yes.
Motion passed 6-0.

14. Council Directives to City Manager - None

15. Community Input / Announcements

Mayor Kelty announced he would submit a letter of support for ADF&G Grant to do more drone work in 2020.

16. Adjournment

Fitch made a motion to adjourn; Coleman seconded.
No objection.
Motion passed by consensus.
The meeting adjourned at 7:12 pm.

Marjie Veeder
City Clerk

rfw

MEMO TO MAYOR AND COUNCIL

TO: Mayor and Council Members
FROM: Erin Reinders, City Manager
DATE: June 25, 2019
RE: City Managers Report

ASSISTANT CITY MANAGER: JR Pearson is the new Assistant City Manager. JR has been a City of Unalaska employee since 2004, most recently serving as the Deputy Director of the Department of Public Utilities. JR is an excellent addition to our leadership team. I am confident that he will continue to serve the City of Unalaska with thoughtfulness, integrity, and respect.

TITLE 3: As a reminder, an update to Title 3 is underway. Title 3 serves as the City of Unalaska's personnel ordinance. Title 3 complements the Collective Bargaining Unit Agreement (Union Contract) for represented employees, but this is the only governing document for personnel matters for employees not represented by a Collective Bargaining Unit or Union. The last time Title 3 was last updated in December of 2013. City Administration's goal is to bring an ordinance to Council in July or August.

CMO & ADMINISTRATION OFFICES: To create a more cohesive environment between the City Manager's Office and Administration Department, offices and staff are moving around. The City Manager and the Assistant City Manager will have offices right next to each other. Other improvements will follow as we continue this transition. The end goal is provide more effective and professional service to staff, Council, visitors, and members of the public.

EXECUTIVE LEVEL SEARCHES: Current executive level vacancies include the Finance Director and Police Chief. The Finance Director position has been reposted, with a closing date for initial review of applicants set for July 22, 2019. Staff interviewed an applicant for the Police Chief over the phone on June 19, 2019 and we are planning for an onsite visit during the week of July 15th.

AIRPORT LONG TERM PARKING: Long-term parking at the airport is enforced at the signed stay of 28 day limit. The goals are to provide parking for travelers with reasonable amount of time and to provide that service to as many travelers as possible.

FIREWORKS: Lantis Fireworks & Lasers providing Unalaska's 4th of July Fireworks this year. The show will be at 11:59 pm on July 3, 2019. This company provides fireworks displays for several other Alaskan events and communities, including the Anchorage Fur Rendezvous Festival, Cordova's Iceworm Festival and the City of Valdez. Pyro technician Anthony Schmidt has shot multiple displays for Lantis and Gorilla Fireworks. Anthony Schmidt and his assistant Robert Schmidt will arrive in Unalaska on Sunday, June 30, 2019, and return to Anchorage on the night of Thursday, July 4, 2019. \$41,800 is budgeted in FY20 for fireworks and the total cost for this one show will be roughly \$36,000. Given the cost of this show, Council will need to decide if this will be the only show of the year or approve with a budget amendment for a New Year's Eve show.

POWER HOUSE UPDATE: Given the power outages in early June, I asked Dan Winters to provide a timeline of actions and responses to ensure continued service for the residents of Unalaska.

June 4, 2019. At 6:48 pm, electrical power to was interrupted due to a faulty Potential Transformer in VOC5 Viper at the Powerhouse. Electrical power was rerouted around the faulty Viper and electrical service was restored at around 12:15 am.

June 5, 2019. The Potential Transformer was replaced, but the VOC 5 Viper would not close. City staff contacted Electrical Power Systems Engineers to help troubleshoot the Viper.

June 10, 2019. Electrical Power Systems Engineer arrived in Unalaska to investigate the issues with VOC 5 Viper at the City Powerhouse. The Engineer's discovered a faulty Multilin 745 protective relay. The Multilin 745 relay senses faults within the Viper and will prevent the Viper from closing if an error is detected. The Engineer reprogramed the Multilin 745 and the Viper closed during the test procedure.

June 12, 2019. A planned power outage began at 10:00 pm to put the Transformer 5 and VOC 5 Viper back online. The work performed during the power outage was a success. Electrical service was reestablished at about 12:05 am. The Unalaska Powerhouse is in full operation.

GENERALS HILL BOOSTER STATION: Staff has been working to identify the right location for the Generals Hill Booster Station to optimize service pressure and flow for Generals Hill residents. Regan Engineering evaluated existing conditions on Eagle Drive and Aerie Drive regarding waterline material, pipe sizes, ground contours, elevations, gpm flow, and available pressure. Present domestic needs, required fire flow at hydrants, and potential future development was then considered. Together, this information helped identify parcels of land to locate the booster pump. 8,000 square feet (80' x 100') of land is required to place a building 10' x 12' in size with 2 parking spaces for service personnel and a fire truck connection. City staff sent inquiry letters to landowners in the vicinity and received interest from four. Staff is now appraising the properties in the most ideal locations to identify the property value. Staff will discuss potential purchase options with the property owners. Staff hopes to have enough information gathered to bring the topic to Council in August for discussion and direction.

General Fund Operating Monthly Summary - Month Ending May 2019

	FY2019 Budget	May	FY2019 YTD	% OF BUD	FY2018 YTD	INC/(DEC) Last Year
REVENUES						
Raw Seafood Tax	4,200,000	222,881	4,718,679	112%	4,241,865	476,814
AK Fisheries Business	3,300,000	0	3,528,499	107%	4,014,323	(485,824)
AK Fisheries Resource Landing	5,000,000	0	5,220,958	104%	4,532,106	688,852
Property Taxes	6,100,000	(193)	6,746,128	111%	6,131,778	614,350
Sales Tax	7,250,000	514,470	7,004,689	97%	6,951,969	52,720
Investment Earnings	1,400,000	325,132	4,016,857	287%	608,194	3,408,662
Other Revenues	4,124,158	86,762	3,096,454	75%	3,079,581	16,874
Appropriated Fund Balance	358,498	0	0	0%	0	0
Total General Fund Revenues	31,732,656	1,149,051	34,332,265	108%	29,559,817	4,772,448
EXPENDITURES						
Mayor & Council	502,081	52,544	406,208	81%	468,396	(62,188)
City Administration						
City Manager's Office	400,628	27,015	326,245	81%	355,659	(29,414)
Administration	1,189,557	68,757	951,877	80%	883,576	68,301
Total City Administration	1,590,185	95,772	1,278,122	80%	1,239,235	38,887
City Clerk	511,038	51,813	428,893	84%	406,559	22,334
Finance						
Finance	1,041,484	84,465	762,650	73%	799,383	(36,734)
Information Systems	1,008,047	47,679	890,566	88%	694,996	195,569
Total Finance	2,049,531	132,144	1,653,216	81%	1,494,380	158,836
Planning	779,748	47,253	499,662	64%	521,792	(22,130)
Public Safety						
Police and Admin	3,712,633	224,545	2,490,619	67%	2,466,945	23,674
Police Communications	260,441	60,789	219,059	84%	0	219,059
Police Corrections	959,625	80,725	829,741	86%	727,041	102,700
Total Public Safety	4,932,699	366,059	3,539,419	72%	3,193,986	345,433
Fire & EMS						
Fire and Emergency Services	1,700,628	113,625	1,367,431	80%	1,255,444	111,986
Total Fire & EMS	1,700,628	113,625	1,367,431	80%	1,255,444	111,986
Public Works						
DPW Admin & Engineering	743,328	77,133	613,467	83%	590,237	23,230
Streets and Roads	3,162,618	176,227	2,198,350	70%	2,056,332	142,018
Receiving and Supply	275,288	24,329	222,197	81%	214,025	8,172
Veh & Equip Maintenance	1,180,176	83,932	893,248	76%	840,527	52,721
Facilities Maintenance	1,402,168	77,853	1,266,385	90%	1,092,978	173,407
Total Public Works	6,763,578	439,475	5,193,645	77%	4,794,097	399,548
Parks, Culture & Recreation						
Parks, Culture & Recreation	3,109,608	244,220	2,447,085	79%	2,352,652	94,433
Other Expenses	6,646,890	425,381	6,221,508	94%	5,502,748	718,760
Total Operating Expenditures	28,585,985	1,968,286	23,035,189	81%	21,229,290	1,805,899
Transfers To General Fund	0	0	0	0%	0	0
Transfers To Special Revenue	0	0	0	0%	0	0
Transfers To Capital Projects	2,651,665	0	2,651,665	100%	574,698	2,076,967
Transfers To Enterprise Funds	0	0	0	0%	0	0
Transfers To Enterprise Capital	495,006	0	495,006	100%	1,173,994	(678,988)
	3,146,671	0	3,146,671	100%	1,748,692	1,397,979
	31,732,656	1,968,286	26,181,860	83%	22,977,982	3,203,878
Surplus/(Deficit)	0	(819,235)	8,150,405	95%	6,581,835	1,568,570

	FY2019 Budget	May	FY2019 YTD	% OF BUD	FY2018 YTD	INC/(DEC) Last Year
Electric Proprietary Fund						
REVENUES	19,043,708	1,022,094	15,995,382	84%	17,248,414	(1,253,031)
Electric Line Repair & Maint	1,407,537	72,278	816,495	58%	744,213	72,282
Electric Production	10,394,452	737,879	9,545,974	92%	9,410,402	135,572
Facilities Maintenance	131,805	6,859	50,658	38%	135,861	(85,203)
Utility Administration	5,570,408	379,181	5,234,373	94%	4,867,716	366,658
Veh & Equip Maintenance	65,915	1,687	55,751	85%	36,240	19,511
Transfers Out	1,871,402	0	1,871,402	100%	1,386,668	484,734
EXPENSES	19,441,518	1,197,884	17,574,653	90%	16,581,099	993,554
NET EARNINGS/(LOSS)	(397,810)	(175,790)	(1,579,271)		667,315	(2,246,585)
Water Proprietary Fund						
REVENUES	2,646,584	65,588	2,499,114	94%	2,404,642	94,472
Transfers Out	200,000	0	200,000	100%	(137,725)	337,725
Facilities Maintenance	61,047	6,062	48,615	80%	47,795	820
Utility Administration	1,765,567	138,192	1,582,744	90%	1,526,232	56,512
Veh & Equip Maintenance	49,833	493	25,957	52%	11,056	14,901
Water Operations	1,507,066	75,542	921,798	61%	1,027,087	(105,289)
EXPENSES	3,583,513	220,289	2,779,114	78%	2,474,445	304,668
NET EARNINGS/(LOSS)	(936,929)	(154,701)	(280,000)		(69,804)	(210,196)
Wastewater Proprietary Fund						
REVENUES	2,648,412	147,318	2,154,402	81%	2,121,122	33,280
Transfers Out	792,400	0	792,400	100%	807,400	(15,000)
Facilities Maintenance	44,478	7,006	51,854	117%	39,082	12,771
Utility Administration	1,983,714	152,495	1,855,238	94%	1,664,634	190,604
Veh & Equip Maintenance	28,376	1,446	15,078	53%	15,882	(805)
Wastewater Operations	2,037,509	151,832	1,246,124	61%	1,366,093	(119,969)
EXPENSES	4,886,477	312,778	3,960,693	81%	3,893,092	67,602
NET EARNINGS/(LOSS)	(2,238,065)	(165,461)	(1,806,291)		(1,771,970)	(34,321)
Transfers In	1,032,021	0	1,032,021	100%	1,072,156	(40,135)
Solid Waste Proprietary Fund						
REVENUES	2,600,500	136,043	2,008,203	77%	2,113,478	(105,276)
Facilities Maintenance	93,454	5,386	72,356	77%	58,723	13,632
Solid Waste Operations	2,121,892	113,937	1,176,926	55%	1,486,792	(309,866)
Utility Administration	1,634,202	131,080	1,417,796	87%	1,169,638	248,157
Veh & Equip Maintenance	136,505	2,575	46,536	34%	50,793	(4,257)
Transfers Out	0	0	0	0%	1,104,950	(1,104,950)
EXPENSES	3,986,053	252,977	2,713,613	68%	3,870,897	(1,157,284)
NET EARNINGS/(LOSS)	(1,385,552)	(116,934)	(705,411)		(1,757,419)	1,052,008
Transfers In	116,612	0	116,612	100%	184,704	(68,092)

	FY2019 Budget	May	FY2019 YTD	% OF BUD	FY2018 YTD	INC/(DEC) Last Year
Ports & Harbors Proprietary Fund						
REVENUES	8,255,601	382,222	6,240,159	76%	6,867,077	(626,919)
Bobby Storrs Small Boat Harbor	151,057	6,903	98,701	65%	120,902	(22,201)
CEM Small Boat Harbor	678,581	18,442	479,712	71%	611,766	(132,053)
Facilities Maintenance	40,260	3,936	32,901	82%	16,772	16,129
Harbor Office	6,365,904	476,478	5,373,987	84%	4,168,014	1,205,973
Ports Security	81,515	2,450	21,342	26%	12,732	8,609
Spit & Light Cargo Docks	638,411	20,951	400,681	63%	451,638	(50,957)
Unalaska Marine Center	1,028,211	33,977	758,037	74%	870,863	(112,825)
Veh & Equip Maintenance	64,620	6,977	40,667	63%	35,396	5,270
Transfers Out	5,552,000	500,000	4,967,000	89%	8,713,828	(3,746,828)
EXPENSES	14,600,559	1,070,114	12,173,028	83%	15,001,911	(2,828,883)
NET EARNINGS/(LOSS)	(6,344,958)	(687,893)	(5,932,869)		(8,134,833)	2,201,964
Airport Proprietary Fund						
REVENUES	558,341	39,873	449,607	81%	446,547	3,060
Airport Admin/Operations	629,870	36,885	497,738	79%	560,530	(62,792)
Facilities Maintenance	156,384	5,443	74,821	48%	89,209	(14,388)
EXPENSES	786,254	42,328	572,559	73%	649,739	(77,180)
NET EARNINGS/(LOSS)	(227,913)	(2,455)	(122,952)		(203,192)	80,240
Housing Proprietary Fund						
REVENUES	254,168	20,918	227,371	89%	222,659	4,712
Facilities Maintenance	182,901	14,392	130,257	71%	110,417	19,841
Housing Admin & Operating	358,322	24,756	286,657	80%	302,382	(15,725)
EXPENSES	541,223	39,148	416,915	77%	412,799	4,116
NET EARNINGS/(LOSS)	(287,056)	(18,231)	(189,544)		(190,140)	596

City of Unalaska
Electric Revenue Report
Electric Fund

05/30/19

FY19 Budget Month	Residential	Small General	Large General	Industrial	P.C.E. Assist	Other Revenues	Monthly Revenue	FY19YTD Revenue	FY18 YTD Revenue	YTD Inc/(Dec)
Jul-18	108,905	95,019	155,477	1,551,966	60,704	3,072	1,975,144	1,975,144	1,094,351	880,792
Aug-18	108,581	95,773	157,192	1,857,267	55,513	6,722	2,281,048	4,256,192	3,021,833	1,234,358
Sep-18	91,693	107,020	134,806	1,072,176	61,269	9,831	1,476,796	5,732,988	4,489,276	1,243,712
Oct-18	123,068	92,506	157,668	908,461	64,121	4,579	1,350,405	7,083,392	5,721,951	1,361,442
11/1/2018*	114,340	99,708	123,553	595,635	63,492	593	997,321	8,080,713	6,922,880	1,157,834
12/1/2018*	125,414	102,838	137,458	651,553	28,983	160	1,046,407	9,127,120	8,167,038	960,082
1/1/2019*	125,366	94,966	94,966	699,184	25,814	2,281	1,042,578	10,169,697	9,450,826	718,871
Feb-19	106,786	86,789	118,955	1,098,635	20,734	1,402	1,433,300	11,602,998	11,283,887	319,111
Mar-19	104,347	86,719	114,020	1,269,346	46,406	39,049	1,659,886	13,262,884	13,277,258	(14,374)
Apr-19	122,334	96,791	127,362	1,034,467	52,870	3,348	1,437,172	14,700,056	14,596,019	104,038
May-19	107,325	84,451	111,733	718,504	53,465	80	1,075,559	15,775,615	15,939,357	(163,743)
Jun-19							0	0	17,266,272	0
YTD Totals	1,238,158	1,042,581	1,433,192	11,457,195	533,372	71,117	15,775,615			
FY19 Budget	1,127,831	1,266,314	2,538,359	11,488,785	627,396	60,821	17,109,506			
% of Budget	109.8	82.3	56.5	99.7	85.0	116.9	92.2			

Kwh Sold

FY19 Month	Residential	SM. Gen (Includes Street lights)	Large General	Industrial	Total FY19 Kwh Sold	Total FY18 Kwh Sold	Increase (Decrease)
July	293,495	261,157	431,275	4,310,855	5,296,782	6,247,552	(950,770)
August	291,341	267,455	446,032	5,276,995	6,281,823	6,473,191	(191,368)
September	254,200	325,053	383,334	3,081,025	4,043,612	3,946,418	97,194
October	340,093	282,002	458,322	2,664,010	3,744,427	3,712,638	31,789
November	324,502	258,068	337,649	1,701,490	2,621,709	3,425,618	(803,909)
December	344,245	260,249	363,977	1,819,215	2,787,686	3,852,377	(1,064,691)
January *	369,404	263,029	342,227	2,170,085	3,144,745	5,047,121	(1,902,376)
February	316,560	246,459	355,560	3,603,085	4,521,664	5,003,360	(481,696)
March	314,695	290,234	447,326	4,465,645	5,517,900	5,264,050	253,850
April	338,542	293,628	461,052	3,357,455	4,450,677	4,874,296	(423,619)
May	303,311	257,533	414,442	2,475,765	3,451,051	4,044,650	(593,599)
June					0	3,459,496	0
Total	3,490,388	3,004,867	4,441,196	34,925,625	45,862,076	55,350,767	(6,029,195)
Percent Sold	7.6%	6.6%	9.7%	76.2%	100.0%		

Generator Fuel	
FY19 Average Price Fuel	FY18 Average Price Fuel
2.7133	2.0050
2.5517	1.7797
2.6189	1.9143
	1.9047
	2.0043
	1.9799
	2.1193
	2.0840
	2.0177
	2.0589
	2.0609
	2.0047

FY19 Cumulative kwh Sold	FY18 Cumulative kwh Sold
5,296,782	3,601,248
11,578,605	9,754,803
15,622,217	14,526,560
19,366,644	18,653,603
21,988,353	22,624,514
24,776,039	26,621,443
27,920,784	30,627,625
32,442,448	36,345,361
37,960,348	42,865,841
42,411,025	47,118,232
45,862,076	51,520,805
45,862,076	55,836,263

2.6280
31.76%
% Change from Prior Year

**CITY OF UNALASKA
FY19 PORTS REVENUE**

		UMC Dock				Spit Dock		Small Boat Harbor		Cargo Dock		CEM		Other Rev&Fees	Monthly Revenue	FY19 YTD Revenue	% of Budget	FY18 YTD Revenue	YTD Inc(Dec)
Month	Year	Docking/ Moorage	Wharfage Fees	Rental Fees	Utility Fees	Docking / Moorage	Utility Fees	Docking / Moorage	Utility Fees	Dockage / Moorage	Wharfage Rental/Util	Docking/ Moorage	Utility Fees						
Jul	2018	116,276	236,238	42,718	22,591	20,511	2,052	5,609	601	6,660	8,470	8,092	6,554	2,266	478,637	478,637	6.2%	518,793	(40,156)
Aug	2018	130,015	307,038	42,897	41,263	37,601	3,875	7,414	610	12,636	22,837	45,250	9,380	2,528	663,343	1,141,980	14.7%	1,253,883	(111,902)
Sept	2018	120,444	233,234	42,615	54,677	81,656	9,131	2,947	529	6,454	20,711	26,858	12,040	8,861	620,156	1,762,136	22.7%	2,092,146	(330,010)
Oct	2018	124,423	127,823	42,576	28,754	46,577	13,424	7,463	603	8,572	24,105	80,356	18,887	4,848	528,412	2,290,549	29.5%	2,773,587	(483,038)
Nov	2018	78,948	180,466	43,519	23,396	29,696	18,982	5,329	474	5,809	6,813	38,039	48,269	3,014	482,754	2,773,303	35.7%	3,152,220	(378,917)
Dec	2018	62,731	72,777	44,146	28,411	31,510	14,569	14,876	831	7,041	7,011	243,390	41,397	713	569,403	3,342,706	43.0%	3,677,460	(334,754)
Jan	2019	123,224	48,011	43,553	52,368	63,040	18,382	5,460	1,145	11,562	18,213	16,175	39,004	2,843	442,979	3,785,685	48.7%	4,301,666	(515,981)
Feb	2019	131,774	234,089	50,354	17,929	31,864	16,771	4,476	451	10,349	20,054	42,465	12,092	-75	572,592	4,358,277	56.1%	4,983,808	(625,531)
Mar	2019	169,855	358,224	47,545	73,969	55,946	4,916	4,440	589	9,408	30,848	29,318	19,091	787	804,936	5,163,213	66.4%	5,744,524	(581,311)
Apr	2019	136,794	262,999	46,717	25,149	71,457	10,666	7,149	534	4,535	12,887	29,920	27,023	714	636,544	5,799,757	74.6%	6,387,247	(587,490)
May	2019	64,264	80,556	46,934	14,326	17,019	24,212	8,337	582	4,051	7,662	41,843	45,378	27,057	382,222	6,181,979	79.6%	6,793,697	(611,718)
Jun	2019														0	0	0.0%	7,114,489	0
Totals		1,258,747	2,141,457	493,575	382,834	486,875	136,980	73,499	6,949	87,075	179,611	601,705	279,116	53,556	6,181,979				
Loc total		4,276,613				623,855		80,448		266,686		880,821							
Loc percent		69.2%				10.1%		1.3%		4.3%		14.2%							
FY19 Budget		1,735,300	3,125,950	600,000	360,000	434,730	125,000	87,000	14,290	120,000	122,500	635,000	313,500	97,500	7,770,770				
% to Budget		72.5%	68.5%	82.3%	106.3%	112.0%	109.6%	84.5%	48.6%	72.6%	146.6%	94.8%	89.0%	54.9%	79.6%				

PORTS RECEIVABLES

Month	Year	Current	Over 30 Days	Over 60 Days	Over 90 Days	Total Due	% Past Due 90 Days +	Cash Received
Jul	2018	471,133	108,933	109,462	21,005	710,532	3.0%	384,782
Aug	2018	559,241	185,589	20,742	14,438	780,011	1.9%	621,536
Sept	2018	777,912	31,494	48,900	15,109	873,415	1.7%	896,247
Oct	2018	486,811	147,886	31,577	38,751	705,025	5.5%	664,352
Nov	2018	686,647	32,250	16,043	26,915	761,856	3.5%	466,530
Dec	2018	563,239	371,455	47,935	29,027	1,011,657	2.9%	306,892
Jan	2019	447,170	172,766	105,020	19,757	744,713	2.7%	723,609
Feb	2019	736,731	51,460	49,945	15,951	854,088	1.9%	463,217
Mar	2019	851,033	165,290	7,330	19,102	1,042,754	1.8%	644,422
Apr	2019	558,478	154,462	21,340	21,014	755,294	2.8%	924,004
May	2019	332,549	159,863	64,806	22,821	580,039	3.9%	557,664
Jun	2019					0	0.0%	
YTD Cash Received								6,653,255

**CITY OF UNALASKA
FY19 AIRPORT REVENUE**

MONTH	YEAR	MONTHLY LEASES	MISC INCOME	LATE FEES	MONTHLY REVENUE	FY19 YTD REVENUE	% OF BUDGET	FY18 YTD REVENUE	YTD INC/(DEC)
JUL	2018	39,006	20	1,024	40,050	40,050	7.3%	39,733	317
AUG	2018	39,006	19	1,028	40,052	80,102	14.5%	79,781	321
SEP	2018	39,006	26	1,032	40,063	120,165	21.8%	119,765	399
OCT	2018	39,006	22	1,040	40,067	160,232	29.1%	159,658	574
NOV	2018	39,018	26	555	39,600	199,831	36.2%	199,434	397
DEC	2018	40,018	19	553	40,591	240,422	43.6%	242,128	(1,706)
JAN	2019	44,618	17	738	45,373	285,795	51.8%	284,767	1,029
FEB	2019	43,539	35	729	44,304	330,099	59.9%	327,422	2,677
MAR	2019	39,018	10	778	39,806	369,906	67.1%	368,631	1,275
APR	2019	39,018	32	778	39,828	409,734	74.3%	405,544	4,190
MAY	2019	39,018	29	826	39,873	449,607	81.5%	445,578	4,029
JUN	2019				0	0	0.0%	485,620	0
TOTAL		440,271	255	9,081	449,607		0.0%		
FY19 BUDGET		544,000	3,500	4,000	551,500				
% TO BUDGET		80.9%	7.3%	227.0%	81.5%				

RECEIVABLE BALANCES

MONTH	YEAR	CURRENT	OVER 30 DAYS	OVER 60 DAYS	OVER 90 DAYS	TOTAL DUE	% PAST DUE 90 DAYS +	CASH RECEIVED
JUL	2018	23,834	6,808	6,242	118,148	155,032	76.2%	56,245
AUG	2018	40,469	6,150	5,601	119,324	171,544	69.6%	24,985
SEP	2018	41,152	6,501	5,877	120,356	173,886	69.2%	39,838
OCT	2018	38,061	6,636	5,599	121,395	171,692	70.7%	48,206
NOV	2018	34,379	16,570	5,601	127,494	184,044	69.3%	26,975
DEC	2018	40,564	21,057	22,380	60,480	144,482	41.9%	17,710
JAN	2019	38,590	3,994	21,229	67,912	131,725	51.6%	64,923
FEB	2019	39,812	8,518	0	88,866	137,196	64.8%	39,905
MAR	2019	40,385	1,957	8,075	89,595	140,012	64.0%	39,282
APR	2019	40,343	112	1,398	98,448	140,301	70.2%	41,388
MAY	2019	33,717	2,190	1,866	100,192	137,966	72.6%	42,012
JUN	2019					0	0.0%	
YTD TOTAL								441,470

FY 19 HOUSING RENTAL REVENUE

MONTH	YEAR	HOUSING RENTALS	MISC. REVENUE	MONTHLY REVENUE	FY19 YTD REVENUE	% OF BUDGET	FY18 YTD REVENUE	YTD INC/(DEC)
JUL	2018	12,896	1,975	12,896	12,896	5.2%	20,000	(7,104)
AUG	2018	27,542		27,542	40,437	16.3%	42,168	(1,730)
SEP	2018	20,189		22,164	62,602	25.2%	63,768	(1,166)
OCT	2018	20,163		20,163	82,764	33.3%	85,953	(3,189)
NOV	2018	28,075		28,075	110,839	44.6%	105,778	5,061
DEC	2018	13,675		13,675	124,514	50.1%	133,278	(8,764)
JAN	2019	28,075		28,075	152,589	61.4%	145,191	7,398
FEB	2019	13,675		13,675	166,264	66.9%	171,091	(4,827)
MAR	2019	20,264		20,264	186,528	75.1%	189,791	(3,262)
APR	2019	19,925		19,925	206,453	83.1%	203,016	3,438
MAY	2019	20,918		20,918	227,371	91.5%	222,659	4,712
JUN	2019			0	0	0.0%	242,325	0
TOTAL		225,396	1,975	227,371				
FY19 Budget		248,500	0	248,500				
% TO BUDGET		90.7%		91.5%				

CITY OF UNALASKA
UNALASKA, ALASKA

ORDINANCE 2019-08

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

BE IT ENACTED by the City Council of the City of Unalaska:

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

Section 2: **Adoption of a Schedule of Rates and Charges.** The Council hereby amends the Port of Dutch Harbor Unalaska Marine Center Terminal Tariff as attached, identified as Terminal Tariff #8. This Tariff shall remain in effect until such time as it may be amended by subsequent ordinance.

Section 3: **Effective Date.** This ordinance shall take effect July 1, 2019.

PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE UNALASKA
CITY COUNCIL THIS _____ DAY OF _____ 2019.

FRANK KELTY
MAYOR

ATTEST:

MARJORIE VEEDER
CITY CLERK

MEMORANDUM TO COUNCIL

To: Mayor and City Council Members
From: Peggy McLaughlin, Port Director
Through: Erin Reinders, City Manager
Date: June 11, 2019
Re: Ordinance 2019-08

SUMMARY: This non-code ordinance will amend the Unalaska Marine Center (UMC) Tariff 7 to adopt the fees in the City of Unalaska Schedule of Fees and Charges as the rates to be charged through the Tariff. This is the final step of the increases identified in 2017.

PREVIOUS COUNCIL ACTION: City Council adopted the UMC Tariff 7 in 2017. The Council adopts rates for the Schedule of Fees for Services each year.

BACKGROUND: In 2017 Council revised the UMC Tariff and implemented new operating language and rates. The intention was to keep the rates for wharfage, dockage, certain utility rates, and labor consistent with the Schedule of Fees and Charges as that schedule is reviewed annually, adjust as necessary, and approved by Council.

DISCUSSION: The UMC Tariff 7 was adopted in 2017. The UMC Tariff 6 was implemented in 2011. During 2017 review of the UMC Tariff, the Port recognized that the Consumer Price Index indicated a 7% cost increase to conduct business. We discussed with Council the idea of implementing the 7% increase over 3 years. The first year we would raise rates 3%, and then we would raise those an additional 2% each of the following two years.

These increases were to be reflected in the Schedule of Fees and Charges and consistently implemented in the Tariff. In 2017, we implemented the 3% in both the Tariff and the Schedule of Fees and charges. In 2018, we only applied the 2% to the Schedule of Fees and Charges. We did not apply them to the UMC Tariff, as the UMC was under construction. The adoption of this ordinance will bring the UMC Tariff back in line with the Schedule of Fees and Charges. The adoption of this tariff amendment will complete the 7% adjustment identified in 2017.

Each time the Schedule of Fees and Charges is changed and that change impacts the UMC Tariff, then this type of amendment will be required in order to apply those changes to tariff customers.

ALTERNATIVES:

- 1) Council could fully support Ordinance 2019-08; or

- 2) Council could choose to not support Ordinance 2019-08 as written; or
- 3) Council could amend the ordinance to represent a different rate structure.

FINANCIAL IMPLICATIONS: This non-code ordinance will mirror the Tariff rate schedule to the Schedule of Fees and Charges

LEGAL: The City of Unalaska had the Ordinance prepared and reviewed by the City's Attorney

STAFF RECOMMENDATION: Staff recommends approving this ordinance.

PROPOSED MOTION: I move to adopt Ordinance 2019-08 and move it to a second reading on June 25, 2019.

CITY MANAGER'S COMMENTS: I recommend approving this ordinance. This will help the Port keep in step with the consumer price index adjustments.

ATTACHMENTS:

ORDINANCE 2017-12 and Supporting Documents

MEMORANDUM TO COUNCIL

To: Mayor and City Council Members
From: Peggy McLaughlin, Port Director
Through: Erin Reinders, City Manager
Date: June 25, 2019
Re: Ordinance 2019-08 Clarification

SUMMARY: This memo serves as clarification to the application of the new wharfage rates in the City of Unalaska Schedule of Fees and Charges to the specific commodities detailed in Item 245(B) in the Unalaska Marine Center Terminal Tariff 8. No additional Council action is required, and staff is still recommending approval.

PREVIOUS COUNCIL ACTION: On June 11, 2019, City Council moved Ordinance 2019-08 to second reading and set the public hearing for June 25, 2019.

BACKGROUND: Ports is amending Unalaska Marine Center Terminal Tariff 7 to adopt the rates from Schedule of Fees and Charges under the appropriate referenced sections of the Tariff. This is a housekeeping Ordinance.

DISCUSSION: Wharfage in the Schedule of Fees and Charges is listed generally as “wharfage” and wharfage under Item 245 (B) in the Tariff is broken down by commodity but all at the same rate. These commodities are listed in the Tariff with rates that mirrored the Schedule of Fees and Charges in 2017. These rates will be amended to mirror the wharfage listed in the Schedule of Fees and Charges that goes into effect July 1, 2019.

The Terminal Tariff 7 was provided with the original ordinance memo, and did not outline the revised rates. The table below outlines how Item 245 (B) in the Terminal Tariff will be amended to reflect the wharfage rates in the Schedule of Fees and Charges of \$4.93 per short ton.

<u>Commodity</u>	<u>Charge</u>
Bulk Commodities, dry, N.O.S. (unloaded by owner's equipment)	\$4.73 <u>4.93</u>
Seafood	\$4.74 <u>4.93</u>
Vessel Gear & Equipment	\$4.74 <u>4.93</u> Crab Pots/Cod Pots

CITY MANAGER COMMENT: This memo is provided in the effort of full transparency. No amendment by Council is required. The changes outlined in the memo are consistent with what is in the new City of Unalaska Schedule of Fees and Charges.

CITY OF UNALASKA
UNALASKA, ALASKA
ORDINANCE NO. 2017-12

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

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 Port of Dutch Harbor Unalaska Marine Center Terminal Tariff as attached identified as Terminal Tariff #7. This Tariff shall remain in effect until such time as it may be amended by subsequent ordinance.

Section 3. Effective Date. This ordinance shall take effect August 14, 2017.
PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE
UNALASKA CITY COUNCIL THIS 8th DAY OF August 2017.



Mayor

ATTEST:



City Clerk



MEMORANDUM TO COUNCIL

TO: MAYOR AND CITY COUNCIL MEMBERS
FROM: PEGGY MCLAUGHLIN, PORTS DIRECTOR
THRU: DAVID MARTINSON, CITY MANAGER
DATE: JULY 25, 2017
RE: **ORDINANCE 2017-12 ADOPTING UNALASKA MARINE CENTER TERMINAL TARIFF 7**

SUMMARY:

Ordinance 2017-12 adopts the new rates and definitions for services provided at the Unalaska Marine Center (UMC) as the Port of Dutch Harbor Unalaska Marine Center Terminal Tariff 7. All rates that are labor or utility based align with the City of Unalaska Schedule of Fees and Services and references Section VI of that document. Wharfage and dockage represent a 3% increase, cruise ship dockage will increase 7%, and fuel throughput will decrease to align with the rate for wharfage calculated as tonnage. Staff recommends approval.

PREVIOUS COUNCIL ACTION:

City Council has approved each iteration of the Tariff and Fee Schedule. Most recently, Council approved Ordinance 2011-08 Adjustment to the Ports Tariff and Fee Schedule in June of 2011. On June 27, 2017, Council began the tariff review process.

BACKGROUND:

The Unalaska Marine Center Tariff or Terminal Tariff 7 outlines the rates, rules and regulations for terminal services at the City of Unalaska and Port of Dutch Harbor's Unalaska Marine Center. Council reviews and approves each update to the tariff. The Terminal Tariff is typically revisited every 5-6 years for review of rates and to revise any rates or regulations that need to be adjusted. The current tariff was adopted June 14, 2011 and went into effect July 1, 2011.

DISCUSSION:

Council began reviewing the Unalaska Marine Center Tariff in June. Council's recommendations for content have been addressed and the rates adjusted to align with the Schedule of Fees and Services. You will see that many of the rates refer to Section VI of the Schedule of Fees and Services. Keeping the tariff and the schedule of fees and services congruent assists us with administering the fees and charges consistently and strengthening

accuracy of billing, as well as accounting for costs versus revenues. The CPI increase is approximately 7% from July 2011 to today. We have adjusted the rate for cruise ships the full 7%. We have reduced the throughput on fuel to align with the wharfage for tonnage, and all other rate increases outlined in the proposed tariff will show a 3% increase. As discussed in January, we will revisit the areas of the tariff that are impacted by CPI with a proposed minimum 2% increase in FY19 and an additional proposed minimum 2% increase in FY20.

ALTERNATIVES:

Council could choose to adopt Ordinance 2017-12 as written; or

Council could choose to not adopt Ordinance 2017-12; or

Council could make additional amendments to the proposed tariff.

FINANCIAL IMPLICATIONS:

Terminal Tariff 7 represents increased rates over Terminal Tariff 6.

LEGAL:

The City of Unalaska is required to have a current tariff outlining its rate structure and services provided.

STAFF RECOMMENDATION:

Staff recommends adoption of Ordinance 2017-12.

PROPOSED MOTION:

I move to approve Ordinance 2017-12 and to hold a second reading and public hearing on August 8, 2017.

CITY MANAGER'S COMMENTS:

I recommend Council approve Ordinance 2017-12 as discussed.

Attachment:

UMC Terminal Tariff 7(draft)

PORT OF DUTCH HARBOR UNALASKA MARINE CENTER

TERMINAL TARIFF

NAMING

RATES, RULES, AND REGULATIONS

for

TERMINAL SERVICES

at

**THE CITY OF UNALASKA AND PORT OF DUTCH HARBOR'S
UNALASKA MARINE CENTER**

Located at

UNALASKA/DUTCH HARBOR, ALASKA

**TERMINAL TARIFF 7
REVISED AND ADOPTED
8/08/17
REVISED 8/8/17
EFFECTIVE 8/14/17**

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EXPLANATION OF SYMBOLS AND ABBREVIATIONS

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

CONVERSION TABLES

1 Pound	-	0.453592 Kilograms
1 Kilogram	-	2.20462 Pounds
1 Short Ton	-	2000 Pounds
1 Short Ton	-	0.892857 Long Tons
1 Short Ton	-	0.907185 Metric Tons
1 Long Ton	-	2240 Pounds
1 Long Ton	-	1016.05 Kilograms
1 Long Ton	-	1.01605 Metric Tons
1 Long Ton	-	1.120 Short Tons
1 Metric Ton	-	2204.62 Pounds
1 U.S. Gallon	-	3.78543 Liters
1 U.S. Barrel	-	42 Gallons

1 Gallon Fresh Water	-	8.34 Pounds
1 Short Ton Fresh Water	-	239.808 Gallons

1 Foot	-	0.304801 Meters
1 Meter	-	3.28083 Feet
1 Metric Ton	-	1.1023 Short Ton

NOTICE TO THE PUBLIC

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

SECTION 1 – GENERAL RULES AND REGULATIONS

ITEM
NO.
100

ITEM 100

APPLICATION OF TARIFF

(A) GENERAL APPLICATION OF TARIFF

Vessel charges and assessments provided in this tariff are applicable to all vessels, self-propelled or other than self-propelled, when such vessels are provided with dockage services or other vessel services named in this tariff. Information and applications for services are maintained by the Port Director/Harbormaster.

(B) SUBJECT TO CHANGE

The rates named in this tariff, revisions or supplements thereto, are based upon ordinary traffic and labor conditions. If and when these conditions change because of demand of labor for increased wages, strikes, congestion or other causes not reasonably within the control of the Port of Dutch Harbor, resulting in an increased cost of service, the rates are subject to change without notice, or the charge for services may be assessed on the basis as per Sections 2.5.

(C) TARIFF EFFECTIVE

The rates, charges, rules, and regulations named in this tariff, revisions, or supplements thereto, will apply on all freight received at terminals on and after the effective date of this tariff, or effective dates of additions, revisions, or supplements thereto. Unless otherwise specified, all transit freight received at terminals and undelivered prior to effective dates of tariff, revisions, or supplements thereto, will be charged the rates in effect on the date such freight was received, until entire lot or shipment has been withdrawn.

(D) USE OF TERMINAL, DEEMED ACCEPTANCE

Use of wharves or facilities will be deemed as acceptance of this tariff, revisions, or supplements, and the terms and conditions named herein.

(E) RESERVATION OF AGREEMENT RIGHTS

The Port of Dutch Harbor reserves the right to enter into agreements with common carriers, shippers, and/or their agents, concerning rates and services, provided such agreements are consistent with existing local, state, and national laws governing the civil and business relations of all parties concerned.

ITEM 101

THIRD PARTY ACCESS – INCLUDING STEVEDORE AND LONGSHOREMAN ACCESS 101

All labor must be contracted through shipping agents, stevedoring agencies or vessel agents, owners/operators. This item provides information regarding access, responsibilities, and requirements related to third party employers and employees.

Third party access applies to stevedores, longshoremen, independent contractors, and other non-port employees with business at the Port.

(A) CARE IN THE PERFORMANCE OF OPERATIONS

Third party employees shall exercise care in the performance of their operations in order to prevent injury to or death of any person and damage to or destruction or loss of property, whether of the Port, of the third party, of the vessel being loaded/unloaded, or of any other party

(B) COMPLIANCE WITH FIRE AND SAFETY PRECAUTIONS

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

(C) THIRD PARTY AND PORT INDEPENDENT CONTRACTORS

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

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

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

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

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

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

- 1) Access, for third party employees, to the Port of Dutch Harbor property at places and in the manner as may be approved by the Port of Dutch Harbor.
- 2) Port equipment to the extent it is available, required, and dedicated to third party employee use.

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

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

(F) THIRD PARTY EMPLOYER WARRANTY

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

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

THIRD PARTY EMPLOYER – DEFINITION

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

(G) INDEMNITY

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

(H) INSURANCE

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

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

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

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

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

**ITEM 102
LIMITS OF LIABILITY**

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

ITEM 103

APPLICATION OF RATES

103

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

Users of the Port are required to furnish dock receipts, mate's tickets, certificates, or copies of invoices, certified by the shipper to be true and correct, and acceptable to the Port.

Specific commodity rates will take precedence over any general or N.O.S. rates.

All current rates & fee schedules will be available at the Port of Dutch Harbor office.

ITEM 104

INSURANCE

104

Rates named in this tariff do not include insurance of any kind.

ITEM 105

RESPONSIBILITY FOR COLLECTION AND TERMS OF PAYMENT

105

(A) RESPONSIBILITY FOR CHARGES

Vessels, their owners, agents, masters, and shippers or consignees of goods docking at or using the facilities covered by this tariff, agree to be responsible, jointly and severally, for the payments of charges assessed in accordance with this tariff. Rates, rules and regulations of this tariff and liability for charges apply without regard to the provision of any bills of lading, charter party agreement, third party agreement, contract or any other conflicting documents.

(B) TERMS AND CONDITIONS OF PAYMENT

Use of Port facilities or services is conditioned upon satisfactory assurance of the Port that applicable charges will be paid when due. All charges are due and payable, in U.S. currency, as they accrue or on completion of service or use.

The Port may require payment of charges in advance, as follows:

1. By the vessel, its owners, or agents before vessel is assigned a berth and commences its loading or unloading operations.
2. By the cargo owner, shipper, or consignee before cargo leaves the custody and control of the Port.
3. For all charges on perishable cargo or cargo of doubtful value and household goods, payment terms are cash unless the Port customer, prior to the use of Port facilities or services, has established credit worthiness or has posted adequate security acceptable to the Port and has thereby been relieved of cash payment

requirements by the Port.

(C) COMPLIANCE WITH TERMINAL USE PERMIT CONDITIONS

Use of Port facilities and services shall comply with the Conditions of the UMC Terminal Tariff as published by the Port.

ITEM 106

106

DELINQUENT ACCOUNTS

(A) TIME OF DELINQUENCY

All invoices will be declared delinquent 31 days after the date of the invoice. A monthly finance charge of 0.875% (10.5% per annum) will be applied to all accounts 60 days and older.

(B) COSTS AND EXPENSES RECOVERABLE

Should it become necessary for the Port to institute litigation to effect collection of a delinquent account, then all expenses incurred by the prevailing party shall be assessed to and become payable by the non-prevailing party. Such expenses shall include, but not be limited to, a reasonable attorney's fee and all costs of the suit.

(C) DELINQUENT LIST

The Port may record the vessels, their owners or agents whose invoices are delinquent on a Delinquent List. Vessels whose owners, operators or agents are on the Delinquent List may not be allowed to discharge to any Port dock or use any Port facilities until all past due charges are paid. A vessel whose owners, operators or agents have been on the Delinquent List and whose owners, operators or agents have satisfied past due charges must prepay all estimated charges on voyages subsequent to removal from the Delinquent List before being allowed use of any Port facility, unless other arrangements have been made in advance with the City Finance Department.

ITEM 107

107

LIABILITY FOR LOSS, DAMAGES, OR INJURY

(A) LIMITS OF RESPONSIBILITY

The Port of Dutch Harbor will not be responsible for any loss, damage, or delay to merchandise which may arise from any cause beyond its direct authority and control, nor from any cause except for want of due diligence.

Further, the Port of Dutch Harbor shall not be liable for any loss, damage or delay to merchandise, or any other injury which results from animals, insects, rodents or vermin; not from decay, deterioration, evaporation, shrinkage or loss of quantity, quality or value from inherent vice of product; nor from fire, frost, leakage or discharge from fire protective sprinklers, oxidation or rusting; nor from civil disorder, insurrection, riot, strike or labor stoppage whether or not agents or the employees of the Port of Dutch Harbor be involved; not from delay caused by adverse weather; delay caused by shortage of qualified labor, except to the extent that any of the aforesaid loss of damage results from negligent acts or omissions of the Port, its employees or agents. (Subject to ITEM 102

herein.)

(B) LIMITS OF RESPONSIBILITY

If and when others, other than the Port, are permitted to perform services on the wharves or premises of the Port, they shall be liable for the injury of persons in their employ and shall also be held accountable for malicious acts or thefts by themselves or persons in their employ

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

**ITEM 108
RIGHTS OF THE PORT**

108

(A) RIGHTS RESERVED

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

(B) RIGHTS TO APPROVE

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

(C) RIGHT TO REFUSE FREIGHT

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

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

Deemed extra offensive, perishable, or hazardous.

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

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

will be for account of shipper, consignee, owner or carrier

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

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

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

(E) EXPLOSIVES

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

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

(F) OWNERS RISK

(Subject to ITEM 102 herein.)

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

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

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

ITEM 109

SHIPPER REQUESTS AND COMPLAINTS

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

109

ITEM 110**110****DEMURRAGE OR DELAYS**

In furnishing services related to loading and unloading vessels, no responsibility for any demurrage whatsoever will be assumed by the Port.

Delays in loading, unloading, receiving, delivering, or handling freight, arising from combinations, riots, or strikes of any person in the employ of the Port or in the services of others, or arising from any other cause not reasonably within control of the Port, will not entitle the owners, shippers, consignees, or carriers of the freight to waiver of wharf demurrage, or any other terminal charges or expenses that may be incurred.

The Port Director/Harbormaster may waive dockage charges for delays caused by extreme weather conditions, when such conditions prevent a vessel from departing at its scheduled time. However, the Port of Dutch Harbor does not accept liability for losses to vessel owners/operators, third party contractors, and others that are caused by adverse weather.

ITEM 111**111****MANIFESTS REQUIRED OF VESSELS**

Masters, owners, agents or operators of vessels are required to furnish the Port of Dutch Harbor with complete copies of vessels' manifests showing the port of discharge and the weights or measurements of all freight loaded or discharged at the facilities of the Port of Dutch Harbor. Such manifest must also designate the basis weight or measurement of which ocean freight was assessed. In lieu of manifests, certified lists of copies of "boat notes", mates' receipts, or dock receipts containing all information as required above may be accepted.

SECTION 2 – DEFINITIONS AND SCHEDULE OF CHARGES**SECTION 2.1 – GENERAL DEFINITIONS****ITEM 201****201****BERTHING**

Vessels berthing or departing piers or wharves subject to this tariff must use sufficient tugs so the ship can be berthed or removed in a safe manner. Berthing speed shall be of a safe and controlled velocity—for example, the berthing speed shall not exceed 16 feet/minute. Line handlers shall be used as necessary.

ITEM 202**202****FREE TIME FOR CARGO & MOORAGE****(A) DEFINITION OF FREE TIME**

1. **CARGO** The initial twelve (12) hour period during which cargo may occupy space assigned to it on terminal property, free of wharf demurrage or terminal storage charges, immediately prior to the loading, or subsequent to the discharge, of such cargo

on or off the vessel.

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

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

(B) VESSEL DELAY

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

(C) COSTS ASSOCIATED WITH VESSEL DELAY

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

ITEM 203

203

LOAD LIMITS

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

ITEM 204

204

NORMAL WORKING HOURS

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

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

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

ITEM 205

205

RESPONSIBILITY FOR HOUSEKEEPING

Users of the Unalaska Marine Center property will be required to maintain it in an orderly manner as directed by the Port Director/Harbormaster. If a user does not properly clean property used, the Port Director/Harbormaster shall order the work performed and the user will be billed at cost, plus a 30% overhead charge.

Housekeeping of flammable cargo requires special provisions. Users, shippers, consignee and persons in charge of ships will be held responsible for the following:

- a) Providing steam or other heating means to assure proper flow of petroleum products requiring such heat.
- b) Removal of temporary lines upon completion of receipt of discharge or flammable liquids.
- c) Preventing or containing any and all spillage or leakage associated with the receipt or discharge of their cargo(s). Spillage and/or leakage of petroleum products or flammables must be cleaned up immediately.
- d) Cleaning all petroleum products from lines located on or adjacent to the Terminal after vessel completes loading or discharge (unless otherwise authorized by the Port Director/Harbormaster).

ITEM 206

206

POINT OF REST

Point of rest is defined as that area on the terminal facility which is assigned for the receipt of inbound cargo from the vessel and from which inbound cargo may be delivered to the consignee, and that area which is assigned for the receipt of outbound cargo from shippers for vessel loading.

SECTION 2.2 – DOCKAGE

ITEM 220

220

DOCKAGE – GENERAL INFORMATION

(A) DEFINITION

The charge assessed against a vessel for berthing at a wharf, piling structure, pier,

bulkhead structure, or bank, or for mooring to a vessel so berthed.

(B) DOCKAGE – HOW CALCULATED

The period of time upon which dockage will be assessed shall commence when the vessel is made fast to a wharf, or when a vessel is made fast to a vessel so berthed, or when a vessel comes within or moors within a slip; and shall continue until such vessel is completely free from and has vacated such berth or slip.

In calculating dockage, billing is based on twelve (12) hour periods. For billing purposes, partial periods will be rounded up to the next full period.

(C) BASIS FOR COMPUTING CHARGES

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

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

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

(E) VESSELS REQUIRED TO VACATE BERTH

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

(F) CHARGES ON VESSEL SHIFTING

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

(G) DOCK ASSIGNMENTS

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

(H) RESOURCE ALLOCATION RULES

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

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

(I) GOVERNMENT SHIPS

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

(J) OTHER

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

**ITEM 225
DOCKAGE – FEES AND CHARGES**

225

DOCKAGE RATES/ CARGO TRANSFER

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

Length Over All in Feet		Charge
<u>Over</u>	<u>But Not Over</u>	<u>Dollars per 12-hour period</u>
0	100	\$177.84
101	125	\$222.88
126	150	\$266.75
151	175	\$353.29
176	200	\$403.08
201	225	\$454.07

226	250	\$503.87
251	275	\$554.83
276	300	\$604.64
301	325	\$655.61
326	350	\$711.33
351	375	\$845.30
376	400	\$901.02
401	425	\$957.93
426	450	\$1,013.64
451	475	\$1,067.00
476	500	\$1,126.27
501	525	\$1,185.55
526	550	\$1,244.83
551	575	\$1,304.10
576	600	\$1,363.39
601	625	\$1,481.94
626	650	\$1,778.34
651	675	\$2,074.72
676	700	\$2,371.11
701	725	\$2,667.49
726	750	\$2,963.89
751	775	\$3,260.28
776	800	\$3,556.66
801		\$3561.10 plus \$4.45 for each foot LOA in excess of 800 ft.

Cruise Ships will be charged at a \$1.85 per foot, per 12 hour period.

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

SECTION 2.3 – STORAGE

ITEM 230

230

STORAGE – GENERAL INFORMATION

(A) DEFINITION:

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

(B) CONDITIONS GOVERNING ACCEPTANCE OF CARGO FOR MONTHLY STORAGE

When space is available and arrangements are entered into prior to arrival of cargo at

the terminal, storage may be permitted on in-transit cargo interchanged with or between water carriers at rates named below.

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

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

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

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

(C) CONDITIONS GOVERNING ACCEPTANCE OF CARGO FOR Daily STORAGE

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

ITEM 235 STORAGE – FEES AND CHARGES

235

(A) MINIMUM CHARGES (SEE ITEM 270)

(B) STORAGE RATES – OPEN AREAS

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

<u>Commodity</u>	<u>Monthly Charge</u>	<u>Daily Charge</u>
All Freight N.O.S.	\$0.43 per sq ft.	\$0.03 per sq ft per day

(C) WAREHOUSE	Entire Warehouse Full Day \$529.47 ½ Day \$287.76
	½ Warehouse Full Day \$264.74 ½ Day \$143.88
	¼ Warehouse Full Day \$132.36 ½ Day \$71.93

(D) LOADING DOCK	\$296.39 per day / whole dock
	\$74.08 per day / bay

(E) MOBILE LOADING RAMPS:	See Section VI of Schedule of Fees and Services
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ITEM 240 WHARFAGE – GENERAL INFORMATION

240

(A) DEFINITION

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

(B) APPLICATION

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

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

(C) SHIP'S STORES

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

(D) OVERSIDE

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

ITEM 245

245

WHARFAGE – FEES AND CHARGES

(A) MINIMUM CHARGES: (SEE ITEM 270)

(B) SCHEDULE OF CHARGES

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

<u>Commodity</u>	<u>Charge</u>
Bulk Commodities, dry, N.O.S. (unloaded by owner's equipment)	\$4.74
Seafood	\$4.74
Vessel Gear & Equipment	\$4.74 Crab Pots/Cod Pots
Other Pots	See Section VI of Schedule of Fees and Services
Petroleum or Petroleum Products – flowage fee ¹ per U.S. gallon, or negotiated contract rate.	\$4.74 or \$.017
Bulk Petroleum Products – inbound	Subject to contract and negotiations

¹flowage fee charge to distributor is applicable unless preferential use agreement is in place or other contract has been negotiated.

ITEM 246

246

WHARF DEMURRAGE

(A) DEFINITION

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

(B) MINIMUM CHARGES: (SEE ITEM 270)

(C) RATES

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

Per 24 hour day or part thereof, per square foot

<u>First 12 hours</u>	<u>After 12 hours</u>
\$0.00	\$0.57

SECTION 2.5 – HANDLING

ITEM 250

250

HANDLING – GENERAL INFORMATION

(A) DEFINITION

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

(B) LINE HANDLING

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

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

(C) RIGHT TO HANDLE FREIGHT RESERVED

The Port of Dutch Harbor reserves the right in all instances for vessel owners and

operators to select qualified labor to perform the services of handling cargo. The labor selection is at their discretion and shall be in accordance with the requirements of this tariff.

ITEM 255 **255**
HANDLING – FEES AND CHARGES

(A) MINIMUM CHARGE: (SEE ITEM 270)

(B) SCHEDULE OF CHARGES

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

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

SECTION 2.6 – LABOR

ITEM 260 **260**
LABOR RATES

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

ITEM 265 **265**
SPECIFIC LABOR COST SERVICES

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

- 1) Services for inspection and cleaning, etc. – See, for example, Section 2.5 - Handling. Materials and supplies furnished by the Port of Dutch Harbor in connection with services shall be billed at actual cost plus 18% for administration costs.

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

ITEM 267 **267**
SCHEDULE OF MAN-HOUR RATES

Unless otherwise stated herein, the basic rate for Port labor per man-hour is provided

in Section VI of the schedule of fees and services.

ITEM 268

Security (TWIC)

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

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

ITEM 270

270

MINIMUM CHARGES

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

Handling	\$ Labor + 18%
Service and Facilities	\$ Labor + 18%
Storage –	
- Open Areas	\$ 57.56
Wharfage	\$225.26
Wharf Demurrage	\$ 115.10

Minimum charge based on 1 hour labor plus 18%.

ITEM 271

271

ELECTRIC SERVICE FOR VESSELS

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

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

Hook-up Fee	See Section VI of Schedule of Fees and Services
Energy Charge, per kWh:	See Section VI of Schedule of Fees and Services
Demand Charge, per kWh:	See Section VI of Schedule of Fees and Services

ITEM 272

272

FRESH WATER FOR VESSELS

Water must be arranged through the Harbor Office.

Fresh water will be furnished vessels as follows:

VOLUME

RATE

First 1,000 gallons(includes hook-up) Services	See Section VI of Schedule of Fees and
Each additional 1,000 gallons or fraction thereof Services	See Section VI of Schedule of Fees and

ITEM 273

273

WASTEWATER SERVICES FEES FOR VESSELS

Wastewater service for vessels must be made through the Harbor Office. The fees for discharge of vessel wastewater through the UMC sewer line are:

Hook-up Fee:	\$57.56
Rate per 24 hours or portion thereof:	
LOA 0'-300'	\$80.57
LOA 301'-600'	\$149.63
LOA over 600'	\$218.70

ITEM 274

274

FUEL FLOWAGE FEE

Unless otherwise specified in a preferential use agreement or other contract, charges will be assessed on fuel as described in ITEM 245 (Wharfage).

ITEM 276

276

EQUIPMENT RENTAL

(A) RATES

Equipment rental can be arranged. A list of available items and current rates is maintained by the Port Director/Harbormaster.

(B) LESSEE'S AND RENTER'S RESPONSIBILITY

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

ITEM 278

278

REFUSE REMOVAL AND SOLID WASTE DISPOSAL CHARGES

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

See Section VI of Schedule of Fees and Services

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

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

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

Additional Administrative Fee	18%
-------------------------------	-----

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

ITEM 280

280

VESSEL OILY WASTE OR GARBAGE DISPOSAL

CONDITIONS COVERING

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

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

CITY OF UNALASKA
UNALASKA, ALASKA

RESOLUTION NO. 2019-37

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

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

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

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

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

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

PASSED AND ADOPTED by a duly constituted quorum of the Unalaska City Council on June 25, 2019

Mayor

ATTEST:

City Clerk

MEMORANDUM TO COUNCIL

To: Mayor and City Council Members
From: Cat Hazen, Acting Finance Director
Through: Erin Reinders, City Manager
Date: June 25, 2019
Re: Resolution 2019-37, a Resolution of the Unalaska City Council acknowledging the closure and completion of various capital projects and purchases

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

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

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

DISCUSSION: Attached is a list of projects to be closed.

ALTERNATIVES: 1) Accept staff recommendations to close identified capital projects by adopting Resolution 2018-24; or 2) Leave one or more projects open for additional work.

FINANCIAL IMPLICATIONS: The unused monies will be returned to the appropriate funds:

General Fund	73,618.10
Wastewater Enterprise Fund	122,922.90
Ports Enterprise Fund	<u>110,360.00</u>
Total	306,901.00

LEGAL: None

STAFF RECOMMENDATION: Adoption of Resolution No. 2019-37.

PROPOSED MOTION: Move to adopt Resolution 2019-37.

CITY MANAGER'S COMMENTS: We recommend the closure of the completed capital projects identified in the attachment by adoption of Resolution 2019-37.

Resolution 2019-37 Closing Completed Capital Projects

Project Number		Budget	Project Costs To Date	Under/(Over)	Return to General Fund	Return to Spec. Revenue Fund 1% Sales Tax	Return to Other	Return to Proprietary Fund	
Governmental									
	Public Safety								
PS19B	ALS DEFIBRILATORS	65,500.00	64,313.68	1,186.32	\$1,186.32				
	Public Works								
D0810	S-CURVE PATHWAYS	174,000.00	101,706.06	72,293.94	\$72,293.94				
PW301	SHORE PROTECTION & EROSION CONTROL	265,000.00	264,862.16	137.84	\$137.84				
		504,500.00	430,881.90	73,618.10					
Enterprise Funds									
	Wastewater								
WW17C	LIFT STATIONS 2&5 DISCHARGE PIPE	422,250.00	352,359.60	69,890.40				69,890.40	
WW19A	EASTPOINT ROAD SEWER REPAIR	492,400.00	439,367.50	53,032.50				\$53,032.50	
		914,650.00	791,727.10	122,922.90				Total Wastewater	122,922.90
	Ports								
PH17B	UMC SECURITY FENCING (Construction)	479,078.18	367,858.02	111,220.16			\$860.16	110,360.00	
		479,078.18	367,858.02	111,220.16				Total Ports	\$110,360.00
								Total Proprietary	\$233,282.90
	City Total	1,898,228.18	1,590,467.02	307,761.16	\$73,618.10	\$0.00	\$860.16	\$233,282.90	

* \$860.16 in Return to Other column is unused Homeland Security funds (20SHSP-GY16)

CITY OF UNALASKA
UNALASKA, ALASKA

RESOLUTION 2019-39

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

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

WHEREAS, the existing Professional Services Agreement with Brad Gilman of Robertson, Monagle & Eastaugh, will expire on June 30, 2019; and

WHEREAS, the City of Unalaska wishes to retain Brad Gilman to perform the duties of lobbyist as directed by the City of Unalaska.

NOW THEREFORE BE IT RESOLVED that the Unalaska City Council authorizes the City Manager to extend the Professional Services Agreement with Brad Gilman of Robertson, Monagle & Eastaugh for an additional term, effective July 1, 2019, through June 30, 2020, for a fee of \$76,000 plus reasonable expenses.

PASSED AND ADOPTED by a duly constituted quorum of the Unalaska City Council on June 25, 2019.

Frank Kelty
Mayor

ATTEST:

Marjie Veeder
City Clerk

MEMORANDUM TO COUNCIL

To: Mayor and City Council Members
From: Shaina Schamp, Administrative Coordinator
Through: Erin Reinders, City Manager
Date: June 25, 2019
Re: Resolution 2019-39, a Resolution of the Unalaska City Council authorizing the City Manager to extend the term of the Professional Services Agreement with Brad Gilman of Robertson, Monagle & Eastaugh for an additional term

SUMMARY: The City Council's agreement with Brad Gilman of Robertson, Monagle & Eastaugh for federal lobbying services expires on June 30, 2019. Mr. Gilman submitted a letter of interest to renew his contract (copy attached). Also attached is proposed Resolution 2019-39, authorizing the City Manager to extend the Professional Services Agreement with Brad Gilman of Robertson, Monagle & Eastaugh for an additional term, along with the proposed contract extension. Staff recommends approval.

PREVIOUS COUNCIL ACTION: Council adopted Resolution 2018-36 on May 8, 2018, authorizing the renewal of Brad Gilman's contract for FY19 in the amount of \$76,000 plus reasonable expenses. Council budgeted \$76,000 for federal lobbyist fees for FY20 (account 0102-0152-53300).

BACKGROUND: Brad Gilman has been the City Council's Washington, D.C. lobbyist since FY96, and his contract has been renewed annually through the current fiscal year. The table below provides a history of compensation rates from FY96 through FY19.

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

FY09	\$ 76,000.00	\$ -	\$ 76,000.00
FY10	\$ 76,000.00	\$ -	\$ 76,000.00
FY11	\$ 76,000.00	\$ -	\$ 76,000.00
FY12	\$ 76,000.00	\$ -	\$ 76,000.00
FY13	\$ 76,000.00	\$ -	\$ 76,000.00
FY14	\$ 76,000.00	\$ -	\$ 76,000.00
FY15	\$ 76,000.00	\$ -	\$ 76,000.00
FY16	\$ 76,000.00	\$ -	\$ 76,000.00
FY17	\$ 76,000.00	\$ 2,112.90	\$ 78,112.90
FY18	\$ 76,000.00	\$ -	\$ 76,000.00
FY19	\$ 76,000.00	\$ -	\$ 76,000.00
TOTAL	\$ 1,604,500.00	\$ 6,630.80	\$1,687,130.80

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

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

FINANCIAL IMPLICATIONS: This expense is included in the FY20 budget for \$76,000, plus reimbursement for reasonable expenses.

LEGAL: None needed.

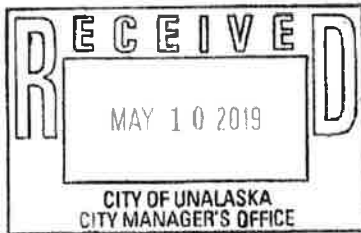
STAFF RECOMMENDATION: If Council agrees to authorize the City Manager to sign a renewal contract with Brad Gilman of Robertson, Monagle & Eastaugh, Council should approve and adopt Resolution 2019-39.

PROPOSED MOTION: Move to adopt Resolution 2019-39.

CITY MANAGER COMMENTS: I recommend Council approve this resolution.

ATTACHMENTS:

- Letter of interest from Brad Gilman dated May 6, 2019
- Resolution 2019-39
- Proposed Modification of Professional Services Agreement



Robertson, Monagle, & Eastaugh P.C.
1810 Samuel Morse Drive, Suite 202
Reston, VA 20190
Phone: (571) 313 1792
Fax: (571) 313 1973

May 6, 2019

Thomas Thomas, City Manager
City of Unalaska
Box 610
Unalaska, AK 99685

Dear Thomas:

By this letter, I would like to offer my services to the City of Unalaska for the coming fiscal year to continue to represent the City in Washington, D.C. on federal issues. Please feel free to contact me with any questions or comments.

Sincerely,

A handwritten signature in black ink, appearing to read "Brad Gilman".

Brad Gilman
Vice President
Robertson, Monagle, & Eastaugh PC

**MODIFICATION OF
PROFESSIONAL SERVICES AGREEMENT**

This modification is made to that certain agreement dated October 1, 1995, between the City of Unalaska (hereinafter designated as "City") and Robertson, Monagle & Eastaugh, formerly known as Hoffman, Silver, Gilman & Blasco, hereinafter designated as "Consultant". The Professional Services Agreement is modified as follows:

1. The Agreement is extended for an additional term effective July 1, 2019 through June 30, 2020.
2. The total payment under this Agreement shall not exceed \$76,000, plus reasonable expenses.
3. Payment for services to Consultant shall be as follows: \$6,333.33 per month for 11 months, with a final payment of \$6,333.37 on June 1, 2020.

CITY OF UNALASKA

ROBERTSON, MONAGLE & EASTAUGH

Erin Reinders, City Manager

Brad Gilman

STATE OF ALASKA)
) ss.
Third Judicial District)

The foregoing instrument was acknowledged before me this _____ day of June 2019, by ERIN REINDERS, 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: _____

Commonwealth of Virginia)
) ss.
City / County of _____)

The foregoing instrument was acknowledged before me this _____ day of June 2019, by BRAD GILMAN on behalf of ROBERTSON, MONAGLE & EASTAUGH.

Notary Public, Commonwealth of Virginia
Registration number: _____
My commission expires: _____

CITY OF UNALASKA
UNALASKA, ALASKA

RESOLUTION 2019-40

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

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

WHEREAS, the existing Professional Services Agreement with Dianne Blumer of Blumer & Associates, will expire on June 30, 2019; and

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

NOW THEREFORE BE IT RESOLVED that the Unalaska City Council authorizes the City Manager to extend the Professional Services Agreement with Dianne Blumer, Blumer & Associates for an additional term, effective July 1, 2019, through June 30, 2020, for a fee of \$71,000 plus reasonable expenses.

PASSED AND ADOPTED by a duly constituted quorum of the Unalaska City Council on June 25, 2019.

Frank Kelty
Mayor

ATTEST:

Marjie Veeder
City Clerk

MEMORANDUM TO COUNCIL

To: Mayor and City Council Members
From: Shaina Schamp, Administrative Coordinator
Through: Erin Reinders, City Manager
Date: June 25, 2019
Re: Resolution 2019-40, a Resolution of the Unalaska City Council authorizing the City Manager to extend the term of the Professional Services Agreement with Dianne Blumer of Blumer & Associates for an additional term

SUMMARY: State lobbyist Dianne Blumer's contract with the City expires on June 30, 2019. Ms. Blumer submitted a letter of interest to the City Manager, expressing her interest to renew her contract (copy attached). Also attached is Resolution 2019-40 authorizing the City Manager to extend the term of the Professional Services Agreement with Dianne Blumer of Blumer & Associates, along with the proposed contract extension. Staff recommends approval.

PREVIOUS COUNCIL ACTION: Council adopted Resolution 2018-40 on May 22, 2018, authorizing the City Manager to enter into a Professional Services agreement contract for FY19 in the amount of \$71,000 plus reasonable expenses. Council budgeted \$71,000 for state lobbyist fees for FY20 (account 0102-0152-53300).

BACKGROUND: Dianne Blumer has been the City Council's lobbyist for state affairs since FY19 after Ray Gillespie's retirement. The table below provides a history of compensation rates for Dianne Blumer from FY19 - present.

YEAR	FEES	EXPENSES	TOTAL
FY19	\$ 71,000.00	\$0.00	71,000.00
TOTAL	\$ 71,000.00	\$0.00	71,000.00

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

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

FINANCIAL IMPLICATIONS: This expense is included in the FY20 budget for \$71,000, plus reimbursement for reasonable expenses.

LEGAL: None needed.

STAFF RECOMMENDATION: If Council agrees to authorize the City Manager to sign a renewal contract with Dianne Blumer of Blumer & Associates, Council should approve and adopt Resolution 2019-40.

PROPOSED MOTION: Move to adopt Resolution 2019-40.

CITY MANAGER COMMENTS: I recommend Council approve this resolution.

ATTACHMENTS:

- Letter of interest from Dianne Blumer dated May 3, 2019
- Resolution 2019-40
- Proposed Modification of Professional Services Agreement

Dianne Blumer

BLUMER & ASSOCIATES

6058 Azalea Drive, Anchorage AK 99516

(907) 575-2279

Government Relations | Consulting | Lobbying Services

May 3, 2019

Mayor Frank Kelty
City of Unalaska
PO Box 610
Unalaska, Alaska 99865

Subject: Letter of Interest for FY 2020 Lobbying Services

Dear Mayor Kelty:

Blumer & Associates is pleased to offer this Letter of Interest for consideration of the FY2020 lobbying contract representing the City of Unalaska.

It has been my distinct privilege to work with the Mayor, City Manager, City Council and staff over the last year. It definitely has been an engaging, challenging and unique year as we have worked through one of the most inexplicable legislative sessions I have experienced. I would be honored to continue to work on the list of priorities important to the community and prepare to advocate adamantly next year to bring those key projects to the forefront for consideration.

As the Principal of Blumer & Associates I personally offer over thirteen years of combined experience with the Alaska State Legislature and the Executive Branch, including recent direct advocacy on behalf of local governmental clients. I maintain a solid relationship with the Governor and his Cabinet, as well as a bi-partisan relationship with the House and Senate members, including leadership on both sides of the aisle.

I am well versed in the history, legislative goals, priorities, and role of local government. I have provided governmental affairs and lobbying services to the Alaska Municipal League and other cities over the last several years. On many occasions I have presented to various municipals/cities in relation to governmental and legislative matters.

Blumer & Associates possess the bipartisan professional relationships to ensure that your priorities and concerns are well represented and advocated for ensuring they will be heard and acted upon. I am fluent in local government priorities and resolutions on key legislative issues. I have had the pleasure of serving the City of Unalaska over the last two years and am familiar with many of the local issues and key objectives.

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

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

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

In addition to the lobbying, professional experience, recent executive branch and legislative experience, I have strong relationships with bipartisan contacts. My office maintains a manageable workload allowing for personalized service.

Sincerely,


Dianne Blumer
Blumer & Associates

**MODIFICATION OF
PROFESSIONAL SERVICES AGREEMENT**

This modification is made to that certain agreement dated June, 1, 2018, between the City of Unalaska (hereinafter designated as "City") and Blumer & Associates, hereinafter designated as "Consultant". The Professional Services Agreement is modified as follows:

1. The Agreement is extended for an additional term effective July 1, 2019 through June 30, 2020.
2. The total payment under this Agreement shall not exceed \$71,000, plus reasonable expenses.
3. Payment for services to Consultant shall be as follows:

DATE	AMOUNT
July 1, 2019	\$1775.00
August 1, 2019	\$1775.00
September 1, 2019	\$1775.00
October 1, 2019	\$1775.00
November 1, 2019	\$1775.00
December 1, 2019	\$1775.00
January 1, 2020	\$14,200.00
February 1, 2020	\$14,200.00
March 1, 2020	\$14,200.00
April 1, 2020	\$14,200.00
May 1, 2020	\$1775.00
June 1, 2020	\$1775.00
TOTAL	\$71,000

CITY OF UNALASKA

BLUMER & ASSOCIATES

Erin Reinders, City Manager

Dianne Blumer

STATE OF ALASKA)
) ss.
Third Judicial District)

The foregoing instrument was acknowledged before me this _____ day of June 2019, by ERIN REINDERS, 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: _____

Commonwealth of Virginia)
) ss.
City / County of _____)

The foregoing instrument was acknowledged before me this _____ day of June 2019, by DIANNE BLUMER on behalf of BLUMER & ASSOCIATES.

Notary Public, State of Alaska
My commission expires: _____

MEMORANDUM TO COUNCIL

To: Mayor and City Council Members
From: Shaina Schamp, Administrative Coordinator
Through: Erin Reinders, City Manager
Date: June 25, 2019
Re: Alaska Municipal League Summer Legislative Conference

The AML Summer Legislative Conference will be August 13-15, 2019 in Soldotna, Alaska.

Estimated travel costs for one traveler are:

Air Fare	\$ 1,250.00
Lodging in Soldotna	\$ 850.00
Vehicle Rental	\$ 400.00
Registration	\$ 150.00
Per Diem	\$ 565.00
TOTAL	\$ 3,215.00

As of June 18, 2019, the available funds in the Council travel budget are: \$10,625.30.

The Travel Policy for the Mayor and Council indicates that no more than three Council Members are to travel to the same meeting or conference; that travel be conducted in the most direct and economic manner possible to accomplish City business; and that at least twenty-one days prior to an upcoming trip, the council will discuss the travel, identify the Council Members to travel, and approve the travel by motion.

From: Alaska Municipal League <betty@akml.org>
Sent: Wednesday, May 29, 2019 9:31 AM
To: Marjorie Veeder
Subject: AML Summer Conference in Soldotna

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.



AML Summer Legislative Conference August 13-15 in Soldotna

AML Summer Legislative Conference

The City of Soldotna will be hosting the AML Summer Conference August 13-15, 2019. Meetings will be held at the Soldotna Regional Sports Complex.

The AML Summer Legislative Conference brings together about 100 local government officials to start work on state & federal policy issues and to prepare for the 2020 legislative session.

The AML Board of Directors, Alaska Conference of Mayors, Alaska Municipal Management Association and AML Members will meet during this time. Meetings will take place at the Soldotna Regional Sports Complex.

In order to make travel arrangements:

Managers will meet 8am-5pm Tuesday, August 13th

Mayors will meet 12-5pm Tuesday, August 13th

AML Legislative Conference will be 8am-5pm Wednesday, August 14th and 8-11am on Thursday, August 15th

AML Board of Directors will meet 11am-1pm Thursday, August 15th.

We have room blocks at 4 hotels. If you plan on attending, please make your hotel reservations NOW. Summer is a busy time of the year. We have a limited number of rooms available. Room block closing dates are listed on our [Summer Conference webpage](#). Any rooms in our room blocks not booked by those dates will be released to the general public. Rooms will go fast.

For hotel information and registration, visit our website at

<http://www.akml.org/conferences/summer-legislative-conference/> .

If you want to register now but not pay until FY20, select “please invoice” on the registration form and then email Shawn at shawn@akml.org or call the office, and he will wait until after June 30th to invoice you.

If you have any questions, please contact us anytime.

Thank you,

Betty Svensson
AML Deputy Director

DRAFT AGENDA

REGISTER

Register Now / Member fee is only \$150.

REGISTER

SPONSOR

Contact Shawn Myers to discuss sponsor opportunities

Email: shawn@akml.org

Alaska Municipal League
Phone 907-586-1325 | Fax 907-463-5480
membersupport@akml.org
<http://www.akml.org/conferences/summer-legislative-conference>

AML | One Sealaska Plaza, Suite 200, Juneau, AK 99801

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