

**Regular Meeting**  
**Tuesday, September 10, 2019**  
**6:00 p.m.**



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

**Council Members**  
James Fitch  
Roger Rowland  
David Gregory

**Council Members**  
Dennis Robinson  
Alejandro Tungul  
Shari Coleman

## **UNALASKA CITY COUNCIL**

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

Frank Kelty, Mayor

*Public Comment: Please use the microphone at the podium or the handheld mic, which will be brought to your seat. Speak directly into the mic. The mic allows you to be heard, and is used to record the meeting.*

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### **UNALASKA CRAB, INC.** **Board of Directors Meeting Agenda**

1. Call to order
  2. Roll call
  3. Adoption of agenda
  4. Approve minutes of previous meetings
    - a. July 9, 2019 Annual Meeting
    - b. July 9, 2019 Board of Directors Meeting
  5. Resolution 2019-02, approving the Regional Landing Requirement Framework Agreement
  6. Adjourn
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### **UNALASKA CITY COUNCIL** **Regular Meeting Agenda**

1. **Call to order**
2. **Roll call**
3. **Pledge of allegiance**
4. **Recognition of visitors**
5. **Adoption of agenda**
6. **Approve minutes of previous meeting:** August 27, 2019
7. **Reports**
  - a. City Manager
  - b. Planning Commission Minutes (information only): November 15, 2018; January 31, April 23, June 20 and July 18, 2019
8. **Community Input & Announcements** *Members of the public may make announcements of interest to the community.*

9. **Public testimony on agenda items** *Time for members of the public to testify or provide information to Council regarding items on the agenda, if they do not intend to stay for the entire meeting. Members of the public may also speak when the issue comes up on the regular agenda by signing up with the City Clerk.*
10. **Public hearing** *Members of the public may testify about any item set for public hearing.*
- a. Ordinance 2019-09: Creating Budget Amendment #1 to the Fiscal Year 2020 Budget, recognizing local support revenue of \$7,200 in the General Fund and increasing the PCR Operating Budget by \$7,200; recognizing local support revenue of \$8,500 in the Library Capital Project and increasing the Library Capital Project Budget by \$8,500; and increasing the Water Fund Operating Budget for transfers to capital projects and the project budget for the Pyramid Water Treatment Plant Inline Microturbines by \$2,052,284
  - b. Ordinance 2019-10: Amending Chapters 3.04, 3.08, 3.12, 3.16, 3.20, 3.24, 3.28, 3.32, 3.36, 3.40, 3.44, 3.48, 3.52, 3.56 and 3.60, and adopting a new Chapter 3.22 of the Unalaska Municipal Code, Title 3, Personnel
  - c. Ordinance 2019-11: Creating Budget Amendment #2 to the Fiscal Year 2020 Operating Budget to fund the increased travel allowance provided with changes to Title 3; fund a Cost of Living Adjustment for Title 3 employees; account for a calculation error made in the original budget for Recreation Assistants; and fund the approved changes for the three Local 302 Collective Bargaining Unit Agreements
11. **Work session** *Work sessions are for planning purposes, or studying and discussing issues before the Council.*
- a. Presentation regarding the 2020 Census and the Unalaska Complete Count Committee, Donna Bach, Partnership Specialist with the U.S. Census Bureau
  - b. Report from State Lobbyist Dianne Blumer
  - c. Presentation and Discussion regarding the FY2021-2025 CMMP Process Guide, Schedule and Project Ranking Criteria
12. **Consent agenda** *Approval of non-controversial and routine items, accomplished without debate and with a single motion and vote. Any council member may request an item be moved to the regular agenda for discussion purposes.*
- a. Resolution 2019-50: Establishing the Unalaska 2020 Census Complete Count Committee
  - b. Resolution 2019-53: Appointing Judges and Clerks for the regular municipal election on October 1, 2019 and judges to serve on the Canvass Committee
13. **Regular agenda** *Persons wishing to speak on regular agenda items must sign up with the City Clerk.*
- a. Unfinished Business
    - i. 2<sup>nd</sup> Reading, Ordinance 2019-09: Creating Budget Amendment #1 to the Fiscal Year 2020 Budget, recognizing local support revenue of \$7,200 in the General Fund and increasing the PCR Operating Budget by \$7,200; recognizing local support revenue of \$8,500 in the Library Capital Project and increasing the Library Capital Project Budget by \$8,500; and increasing the Water Fund Operating Budget for transfers to capital projects and the project budget for the Pyramid Water Treatment Plant Inline Microturbines by \$2,052,284
    - ii. 2<sup>nd</sup> Reading, Ordinance 2019-10: Amending Chapters 3.04, 3.08, 3.12, 3.16, 3.20, 3.24, 3.28, 3.32, 3.36, 3.40, 3.44, 3.48, 3.52, 3.56 and 3.60, and adopting a new Chapter 3.22 of the Unalaska Municipal Code, Title 3, Personnel

- iii. 2<sup>nd</sup> Reading, Ordinance 2019-11: Creating Budget Amendment #2 to the Fiscal Year 2020 Operating Budget to fund the increased travel allowance provided with changes to Title 3; fund a Cost of Living Adjustment for Title 3 employees; account for a calculation error made in the original budget for Recreation Assistants; and fund the approved changes for the three Local 302 Collective Bargaining Unit Agreements

b. New Business

- i. Resolution 2019-51: Identifying the City of Unalaska's State priorities for Fiscal year 2021
- ii. Resolution 2019-52: Identifying the City of Unalaska's Federal Priorities for Fiscal Year 2021
- iii. Resolution 2019-54: Authorizing the City Manager to enter into an agreement with RL Moore Metal Recycling to ship and dispose of scrap metal and junk vehicles from the solid waste landfill in the amount of \$235,000
- iv. Approve travel for Mayor and Council to attend the October meeting of the North Pacific Fishery Management Council in Homer, scheduled for September 30 to October 9, 2019

**14. Council Directives to City Manager**

**15. Community Input & Announcements** *Members of the public may make announcements of interest to the community.*

**16. Adjournment**

**UNALASKA CRAB, INC.  
ANNUAL MEETING JULY 9, 2019**

**MINUTES**

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1. Call to order. The Chair called the Annual Meeting of Unalaska Crab Inc. to order at 6:00 pm on July 9, 2019, in the Unalaska City Hall council chambers.

2. Roll call

Present:

Frank Kelty, Mayor  
Dennis Robinson, Vice Mayor  
James Fitch  
Alejandro Tungul (Telephonic)  
David Gregory  
Shari Coleman

Absent:

Roger Rowland (Excused)

Statement by Chair: A quorum for the annual meeting is 20% of the number of voters in the most recent local election. In the October 2018 election there were 433 ballots cast, so a quorum is 87 people. We do not have a quorum for this meeting. We need a motion and a second to adjourn into a Board of Directors meeting.

3. The meeting adjourned at 6:01pm.

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Erin Reinders  
Secretary

*rfw*

**UNALASKA CRAB, INC.  
BOARD OF DIRECTORS MEETING JULY 9, 2019**

**MINUTES**

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1. Call to order. The Chair called the Board of Directors Meeting of Unalaska Crab Inc. to order at 6:01pm, July 9, 2019, in the Unalaska City Hall council chambers.

2. Roll call

Present:

Frank Kelty, Mayor  
Dennis Robinson, Vice Mayor  
James Fitch  
Alejandro Tungul (Telephonic)  
David Gregory  
Shari Coleman

Absent:

Roger Rowland (Excused)

3. Adopt Agenda. Robinson made a motion to adopt the agenda; Fitch seconded. No objection. Motion passed by consensus.

4. Resolution 2019-01, Election of Officers

Robinson made a motion to adopt Resolution 2019-01; Fitch seconded.

Fitch made a motion to amend Resolution 2019-01 by inserting the following names; Frank Kelty – President; Dennis Robinson – Vice President; and Erin Reinders – Secretary; Robinson seconded.

Roll Call Vote on amended motion: Gregory – yes; Fitch – yes; Coleman – yes; Robinson – yes;

Tungul – yes.

Motion passed 5-0.

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

Motion passed 5-0.

5. Robinson made a motion to adjourn; Fitch seconded. No objection. Motion passed by consensus.

The meeting adjourned at 6:04pm.

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Erin Reinders  
Secretary

**UNALASKA CRAB, INC.  
RESOLUTION NO. 2019-02**

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

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

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

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

WHEREAS, the Corporation has participated in the process of negotiating a framework agreement and has reviewed a proposed framework agreement for the 2019-2020 crab fishing season which is intended to comply with 50CFR 680.4(p)(4)(ii) (B); and

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

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

DULY ADOPTED at a meeting of the Board of Directors of Unalaska Crab, Inc., on September 10, 2019.

UNALASKA CRAB, INC.

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President

ATTEST:

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Secretary

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## MEMORANDUM TO COUNCIL

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To: City Council Members  
From: Mayor Frank Kelty  
Date: September 10, 2019  
Re: Unalaska Crab, Inc., Resolution 2019-02, approving the Regional Landing Requirement Framework Agreement

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

**PREVIOUS COUNCIL ACTION:** Unalaska Crab Inc. has:

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

**BACKGROUND:** The parties acknowledge that Regional Landing Requirements were included in the Crab Rationalization Program to provide certain Bering Sea and Aleutian Island communities with protection from adverse economic consequences that could result from changes in crab delivery and processing locations made possible by the Crab Rationalization Program. The parties intend that the Regional landing requirements fulfill their purpose under the Crab Rationalization Program, providing the beneficiary communities with crab deliveries and processing activity that promotes stable and healthy fisheries economies. However, the parties acknowledge the circumstances outside of the parties control could impair IFQ holders

from making crab deliveries in the designated region within a commercially reasonable period after crab harvest, or could prevent IFQ holders from doing so within the related crab season. The Regional landing Requirements could prevent crab that has been harvested from being delivered alive, resulting in loss of related product value or could prevent crab from being delivered during the regulatory fishing season.

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

**DISCUSSION:** The 2019-2020 agreement has no changes; the current dates have been updated throughout the document. On page three, the word National Marine Fisheries Service has been replaced with just NMFS. Other than the above-mentioned changes, the document it is very similar to the 2018-2019 version of the agreement.

**ALTERNATIVES:** The Board of Directors can approve Resolution 2019-02, amend Resolution 2019-02, choose not to approve Resolution 2019-02 or take no action.

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

**LEGAL:** Brooks Chandler, legal counsel for Unalaska Crab Inc. and the City of Unalaska, reviewed the updated version of the 2019-2020 framework agreement and has no issues with the minor changes to the agreement. Mr. Chandler has also has reviewed Resolution 2019-02 and has no problem with the resolution.

**UNALASKA CRAB, INC., PRESIDENT’S RECOMMENDATION:** I support the passage of Resolution 2019-02.

**PROPOSED MOTION:** I move to adopt Resolution 2019-02 of Unalaska Crab, Inc.

**ATTACHMENTS:**

1. Framework Agreement
2. Redline Frame Work Agreement
3. Signatories to the 2018-2019 Framework agreement
4. NMFS Application for Exemption from CR Crab North or South Region Delivery Requirments



## FRAMEWORK AGREEMENT

October 15, 2019

This Regional Landing Requirement Relief Framework Agreement (“Framework Agreement”) is entered into by and among Central Bering Sea Fishermen’s Association, Unalaska Crab, Inc., Aleutian Pribilof Island Community Development Association, Kodiak Fisheries Development Association (“Community Representatives”), 57 Degrees North, LLC, Alyeska Seafoods, Inc., APICDA Joint Ventures, Inc., Arctic Sea Holdings LLC, Blue Dutch, LLC, Coastal Villages Region Fund, Norquest Seafoods, Inc., Peter Pan Seafoods, Inc., Quota Share Leasing, LLC, RAS II, LLC, Royal Aleutian Seafoods, Inc., Trident Seafoods Corporation, Westward Seafoods, Inc. (“IPQ Holders”), and Aleutian Islands Cooperative, Coastal Villages Crabbing Cooperative, CPH Association, Dog Boat Cooperative, Inter-Cooperative Exchange, R&B Cooperative and Trident Affiliated Crab Harvesting Corporation (“IFQ Holders”) (each individually, a “Party” and together, the “Parties”) as of October 15, 2019 with respect to the following facts:

### RECITALS

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

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

C. The Parties intend that the Regional Landing Requirements fulfill their purpose under the Crab Rationalization Program, i.e., providing the beneficiary communities with crab deliveries and processing activity that promotes stable and healthy fisheries economies. However, the Parties acknowledge that circumstances outside of the Parties’ control could impair IFQ holders from making crab deliveries in the designated region within a commercially reasonable period of time after crab harvests, or could prevent IFQ holders from doing so within the related crab fishing season. Under these circumstances, the Regional Landing Requirements could prevent crab that has been harvested from being delivered alive, resulting in loss of the related product value, or could prevent crab from being delivered during the regulatory fishing season. This

would not only result in communities failing to receive the benefit of the intended crab deliveries, but could also result in waste of Bering Sea and Aleutian Islands crab resources, which would be inconsistent with the Crab Rationalization Program’s purposes and National Standard 1 of the Magnuson-Stevens Fishery Conservation and Management Act.

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

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

## AGREEMENT

The Parties agree as follows:

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

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

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

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

### 2.3 Community Representatives.

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

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

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

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

4.1 Fishery Guidelines. The Parties holding North region BSS IFQ and IPQ will develop proposed Fishery Guidelines for the BSS Fishery, and will submit them to the Coordinating Committee for review and approval. The Fishery Guidelines will provide general guidance concerning the delivery period for the North region of the BSS Fishery and the types and amounts of harvesting and processing capacity to be employed in the North region of the BSS Fishery, which, absent circumstances outside of the Fishery participants’ control, should enable the Fishery to be conducted without a Regional Landing Requirement exemption being necessary. The Fishery Guidelines will be consistent with the delivery periods and harvesting and processing capacity employed during the 2014-2015 through 2018-2019 seasons of the BSS Fishery, as adjusted to take into account the total allowable catch (“TAC”) for the 2019-2020 BSS Fishery and 2019-2020 BSS market factors.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.1 In connection with circumstances involving a BSS Regional Landing Requirement exemption for up to five (5) million pounds of crab, the IFQ and IPQ holders shall

make compensatory landings, which for IPQ holders shall be calculated on a processor/IPQ holder by processor/IPQ holder basis by a qualified independent third-party data collector which will yield a ratio of regionally designated shares for each processor/IPQ holder (regional ratio), in an amount equal, so long as each processor/IPQ holder has the opportunity to seek a portion of the exemption up to its regional ratio, to the amount of crab delivered outside of its originally designated region. Such compensatory landings shall be made during the same crab fishing year that the exemption was obtained and used, or during the following crab fishing year.

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

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

7. Coordinating Committee. On or before October 15, 2019, the Parties shall form a “Coordinating Committee,” composed of the Parties or their designees, which shall, before the start of the BSS Fishery: (i) approve the BSS Fishery Guidelines per Section 4.1, above; and (ii) amend the thresholds set forth in Sections 6.2 and 6.3, above, as needed; and may, from time to time: (i) specify the actions to be taken by IFQ and IPQ holders to reduce the need for and amount of a Regional Landing Requirement exemption for one or more of the Fisheries other than the BSS Fishery, and (ii) develop compensation thresholds for Fisheries other than the BSS Fishery. Decisions of the Coordinating Committee at any given meeting shall require the consent of all Coordinating Committee members present either in person or on the telephone conference line. The Coordinating Committee may appoint Fishery subcommittees from time to time, and may delegate its authority to such sub-committee(s) as it deems appropriate.

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

9. Reporting Requirements. Each IFQ holder that is a party to this Agreement shall prepare a “Regional Delivery Exemption Report” (the “Report”) as required under the Crab Rationalization Program regulations. Each IFQ holder shall deliver a copy of its Report to the IPQ holders and community representatives who are party to this Agreement on or before July 15, 2020, and shall deliver a copy of its Report to NMFS on or before July 30, 2020, but no Report shall be submitted to NMFS less than fifteen (15) days after it was delivered to the IPQ holders and community representatives. The Report shall contain all information required by the Crab Rationalization Program regulations, including but not limited to explanations of:

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

9.2 The mitigation measures employed before submitting an Inseason Notice;

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

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

9.5 Whether the exemption was necessary; and

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

10. Term and Termination. This Agreement shall take effect as of the date set forth above and shall expire as of midnight, June 30, 2020.

11. Miscellaneous.

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

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

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

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

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

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

EXECUTED as of the date set forth above.

Community Representatives

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

Community Representatives for Non-ROFR IPO

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

IPO Holders

57 DEGREES NORTH, LLC By: _____ Its: _____	ALYESKA SEAFOODS, INC. By: _____ Its: _____
APICDA JOINT VENTURES, INC. By: _____ Its: _____	ARCTIC SEA HOLDINGS LLC By: _____ Its: _____



IPO Holders Continued

BLUE DUTCH, LLC  By: _____ Its: _____	COASTAL VILLAGES REGION FUND  By: _____ Its: _____
NORQUEST SEAFOODS, INC.  By: _____ Its: _____	PETER PAN SEAFOODS, INC.  By: _____ Its: _____
QUOTA SHARE LEASING, LLC  By: _____ Its: _____	RAS II, LLC  By: _____ Its: _____
ROYAL ALEUTIAN SEAFOODS, INC.  By: _____ Its: _____	TRIDENT SEAFOODS CORPORATION  By: _____ Its: _____

WESTWARD SEAFOODS, INC.  By: _____ Its: _____
--

IFQ Holders

ALEUTIAN ISLANDS COOPERATIVE  By: _____ Its: _____	COASTAL VILLAGES CRABBING COOPERATIVE  By: _____ Its: _____
CPH ASSOCIATION  By: _____ Its: _____	DOG BOAT COOPERATIVE  By: _____ Its: _____

IFQ Holders Continued

INTER-COOPERATIVE EXCHANGE By: _____ Its: _____	R&B COOPERATIVE By: _____ Its: _____
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TRIDENT AFFILIATED CRAB HARVESTING CORPORATION By: _____ Its: _____
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## FRAMEWORK AGREEMENT

October 15, ~~2018~~2019

This Regional Landing Requirement Relief Framework Agreement ("Framework Agreement") is entered into by and among Central Bering Sea Fishermen's Association, Unalaska Crab, Inc., Aleutian Pribilof Island Community Development Association, Kodiak Fisheries Development Association ("Community Representatives"), 57 Degrees North, LLC, Alyeska Seafoods, Inc., APICDA Joint Ventures, Inc., Arctic Sea Holdings LLC, Blue Dutch, LLC, Coastal Villages Region Fund, Norquest Seafoods, Inc., Peter Pan Seafoods, Inc., Quota Share Leasing, LLC, RAS II, LLC, Royal Aleutian Seafoods, Inc., Trident Seafoods Corporation, Westward Seafoods, Inc. ("IPQ Holders"), and Aleutian Islands Cooperative, Coastal Villages Crabbing Cooperative, CPH Association, Dog Boat Cooperative, Inter-Cooperative Exchange, R&B Cooperative and Trident Affiliated Crab Harvesting Corporation ("IFQ Holders") (each individually, a "Party" and together, the "Parties") as of October 15, ~~2018~~2019 with respect to the following facts:

### RECITALS

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

B. The Parties acknowledge that the Regional Landing Requirements were included in the Crab Rationalization Program to provide certain Bering Sea and Aleutian Islands

communities with protection from adverse economic consequences that could result from changes in crab delivery and processing locations made possible by the Crab Rationalization Program.

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

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

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

#### AGREEMENT

The Parties agree as follows:

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

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

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

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

## 2.3 Community Representatives.

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

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

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

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

4.1 Fishery Guidelines. The Parties holding North region BSS IFQ and IPQ will develop proposed Fishery Guidelines for the BSS Fishery, and will submit them to the Coordinating Committee for review and approval. The Fishery Guidelines will provide general guidance concerning the delivery period for the North region of the BSS Fishery and the types and amounts of harvesting and processing capacity to be employed in the North region of the BSS Fishery, which, absent circumstances outside of the Fishery participants' control, should enable the Fishery to be conducted without a Regional Landing Requirement

exemption being necessary. The Fishery Guidelines will be consistent with the delivery periods and harvesting and processing capacity employed during the ~~2013-2014-2015~~ through ~~2017-2018-2019~~ seasons of the BSS Fishery, as adjusted to take into account the total allowable catch ("TAC") for the ~~2018-2019-2020~~ BSS Fishery and ~~2018-2019-2020~~ BSS market factors.

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

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

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

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

Requirement exemption in accordance with Section 5, below, and if it is approved, may deliver North region designated IFQ to the South region for processing.

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

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

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



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

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

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

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

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

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

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

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

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

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

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

6.1 In connection with circumstances involving a BSS Regional Landing Requirement exemption for up to five (5) million pounds of crab, the IFQ and IPQ holders shall make compensatory landings, which for IPQ holders shall be calculated on a processor/IPQ holder by processor/IPQ holder basis by a qualified independent third-party data collector which will yield a ratio of regionally designated shares for each processor/IPQ holder (regional ratio), in an amount equal, so long as each processor/IPQ holder has the opportunity to seek a portion of the exemption up to its regional ratio, to the amount of crab delivered outside of its originally designated region. Such compensatory landings shall be made during the same crab fishing year that the exemption was obtained and used, or during the following crab fishing year.

6.2 In connection with events involving a BSS Regional Landing Requirement exemption for five (5) million or more pounds of crab, the type and amount of compensation shall be negotiated as part of each individual exemption contract. The

compensation may include, but is not limited to, compensatory landings and monetary relief.

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

7. Coordinating Committee. On or before October 15, ~~2018~~2019, the Parties shall form a "Coordinating Committee," composed of the Parties or their designees, which shall, before the start of the BSS Fishery: (i) approve the BSS Fishery Guidelines per Section 4.1, above; and (ii) amend the thresholds set forth in Sections 6.2 and 6.3, above, as needed; and may, from time to time: (i) specify the actions to be taken by IFQ and IPQ holders to reduce the need for and amount of a Regional Landing Requirement exemption for one or more of the Fisheries other than the BSS Fishery, and (ii) develop compensation thresholds for Fisheries other than the BSS Fishery. Decisions of the Coordinating Committee at any given meeting shall require the consent of all Coordinating Committee members present either in person or on the telephone conference line. The Coordinating Committee may appoint Fishery subcommittees from time to time, and may delegate its authority to such subcommittee(s) as it deems appropriate.

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

9. Reporting Requirements. Each IFQ holder that is a party to this Agreement shall prepare a "Regional Delivery Exemption Report" (the "Report") as required under the Crab Rationalization Program regulations. Each IFQ holder shall deliver a copy of its Report to the IPQ holders and community representatives who are party to this Agreement on or

before July 15, ~~2019~~2020, and shall deliver a copy of its Report to NMFS on or before July 30, ~~2019~~2020, but no Report shall be submitted to NMFS less than fifteen (15) days after it was delivered to the IPQ holders and community representatives. The Report shall contain all information required by the Crab Rationalization Program regulations, including but not limited to explanations of:

- 9.1 The amount of IFQ, if any, set aside to reduce the need for, and the amount of, an exemption;
- 9.2 The mitigation measures employed before submitting an Inseason Notice;
- 9.3 The number of times an exemption was requested and used;
- 9.4 The arrangements for any compensatory deliveries, including all compensatory deliveries made during the crab fishing year and any outstanding compensatory delivery obligations for the following crab fishing year;
- 9.5 Whether the exemption was necessary; and
- 9.6 Any impacts resulting from the exemption on fishery participants and communities that signed the preseason application.

10. Term and Termination. This Agreement shall take effect as of the date set forth above and shall expire as of midnight, June 30, ~~2019~~2020.

11. Miscellaneous.

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

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

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

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

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

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

EXECUTED as of the date set forth above.

Community Representatives

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

Community Representatives for Non-ROFR IPQ

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

57 DEGREES NORTH, LLC  By: _____ Its: _____	ALYESKA SEAFOODS, INC.  By: _____ Its: _____
APICDA JOINT VENTURES, INC.  By: _____ Its: _____	ARCTIC SEA HOLDINGS LLC  By: _____ Its: _____

<p>BLUE DUTCH, LLC</p> <p>By: _____</p> <p>Its: _____</p>	<p>COASTAL VILLAGES REGION FUND</p> <p>By: _____</p> <p>Its: _____</p>
---	--

IPQ Holders Continued

<p>NORQUEST SEAFOODS, INC.</p> <p>By: _____</p> <p>Its: _____</p>	<p>PETER PAN SEAFOODS, INC.</p> <p>By: _____</p> <p>Its: _____</p>
---	--

<p>QUOTA SHARE LEASING, LLC</p> <p>By: _____</p> <p>Its: _____</p>	<p>RAS II, LLC</p> <p>By: _____</p> <p>Its: _____</p>
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<p>ROYAL ALEUTIAN SEAFOODS, INC.</p> <p>By: _____</p> <p>Its: _____</p>	<p>TRIDENT SEAFOODS CORPORATION</p> <p>By: _____</p> <p>Its: _____</p>
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<p>WESTWARD SEAFOODS, INC.</p> <p>By: _____</p> <p>Its: _____</p>
---

REDLINE - DO NOT SIGN

IFQ Holders

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

IFQ Holders Continued

TRIDENT AFFILIATED CRAB HARVESTING CORPORATION By: _____ Its: _____
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[Updated September 4, 2019]

Community Representatives

<b>Framework Agreement Party</b>	<b>Signed Agreement</b>	<b>Signed Exemption Application</b>	<b>Designated Representative</b>
Central Bering Sea Fishermen's Association	X	X	Heather McCarty
Unalaska Crab, Inc.	X	X	Frank Kelty <sup>1</sup>
Aleutian Pribilof Island Community Development Association	X	X	Angel Drobnica <sup>2</sup>
Kodiak Fisheries Development Association	X	X	Jerry Bongen <sup>3</sup>

IPQ Holders

<b>Framework Agreement Party</b>	<b>Signed Agreement</b>	<b>Signed Exemption Application</b>	<b>Designated Representative</b>
57 Degrees North, LLC	X	X	Ray Melovidov
Alyeska Seafoods, Inc.	X	X	Sinclair Wilt
APICDA Joint Ventures, Inc.	X	X	Angel Drobnica <sup>4</sup>
Arctic Sea Holdings LLC	X	X	Angie Pinsonneault
Blue Dutch, LLC	X	X	Angie Pinsonneault
Coastal Villages Region Fund	X	X	Angie Pinsonneault
Norquest Seafoods, Inc.	X	X	Stefanie Moreland <sup>5</sup>
Peter Pan Seafoods, Inc.	X	X	Mike Simpson <sup>6</sup>
Quota Share Leasing, LLC	X	X	Steven K. Minor
RAS II, LLC	X	X	Kristian Poulsen <sup>7</sup>
Royal Aleutian Seafoods, Inc.	X	X	Brett Reasor <sup>8</sup>
Trident Seafoods Corporation	X	X	Stefanie Moreland
Westward Seafoods, Inc.	X	X	Sinclair Wilt

<sup>1</sup> Email to [mayorkelty@ci.unalaska.ak.us](mailto:mayorkelty@ci.unalaska.ak.us), with a copy to Frank Kelty at [fvkelty@gmail.com](mailto:fvkelty@gmail.com), Marjie Veeder at [mveeder@ci.unalaska.ak.us](mailto:mveeder@ci.unalaska.ak.us) and Roxanna Winters at [rwinters@ci.unalaska.ak.us](mailto:rwinters@ci.unalaska.ak.us).

<sup>2</sup> With a copy to Luke Fanning at [lfanning@apicda.com](mailto:lfanning@apicda.com).

<sup>3</sup> With a copy to D. McIntosh at Mundt MacGregor L.L.P.

<sup>4</sup> With a copy to Luke Fanning at [lfanning@apicda.com](mailto:lfanning@apicda.com).

<sup>5</sup> With a copy to Kaitlyn Knight, Dean Fasnacht and Ray Nomura.

<sup>6</sup> Email to [mikes@ppsf.com](mailto:mikes@ppsf.com) with a copy to Glenn Guffey at [glenn@ppsf.com](mailto:glenn@ppsf.com).

<sup>7</sup> We have no email address for K. Poulsen; email to Edward Poulsen at [edpoulsen@hotmail.com](mailto:edpoulsen@hotmail.com) and [Edwardpoulsen@gmail.com](mailto:Edwardpoulsen@gmail.com).

<sup>8</sup> With a copy to Al Mendoza at [al.mendoza@unisea.com](mailto:al.mendoza@unisea.com).

IFQ Holders



<b>Framework Agreement Party</b>	<b>Signed Agreement</b>	<b>Signed Exemption Application</b>	<b>Designated Representative</b>
Aleutian Islands Cooperative	X	X	Heidi A. Eriksen-Yocom
Coastal Villages Crabbing Cooperative	X	X	Lorena Rosenberger <sup>9</sup>
CPH Association	X	X	Kari Toivola <sup>10</sup>
Dog Boat Cooperative	X	X	Edward Poulsen <sup>11</sup>
Inter-Cooperative Exchange	X	X	Jake Jacobsen <sup>12</sup>
R&B Cooperative	X	X	Mary Mezich
Trident Affiliated Crab Harvesting Corporation	X	X	Stefanie Moreland

<sup>9</sup> With a copy to Paul Wilkins at [paul\\_w@coastalvillages.org](mailto:paul_w@coastalvillages.org).

<sup>10</sup> Send email to Brenda Clutter at [brenda.clutter@frontier.com](mailto:brenda.clutter@frontier.com); do not copy Kari Toivola.

<sup>11</sup> With a copy to [CaitlinY@alaskaboatcompany.com](mailto:CaitlinY@alaskaboatcompany.com).

<sup>12</sup> With a copy to Jamie Goen at [absc.jamie@gmail.com](mailto:absc.jamie@gmail.com).

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

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

**Instructions for  
APPLICATION FOR EXEMPTION FROM  
CR CRAB NORTH OR SOUTH REGIONAL DELIVERY REQUIREMENTS**

**This two-part application form is available on the NMFS Alaska region website  
(<http://alaskafisheries.noaa.gov/>).**

Each IFQ Permit Holder, IPQ Permit Holder, and Community Representative must complete, sign, and submit Parts I and II of this application in order for the exemption to be effective.

The effective date of the exemption is the day after NMFS receives a complete inseason notice of exemption. NMFS prohibits any delivery of individual fishing quota (IFQ) crab or use of individual processing quota (IPQ) outside of the designated region prior to the effective date of the exemption.

An exemption from regional delivery requirements would be valid for the remainder of the crab fishing season during which the inseason notice of exemption was submitted to NMFS. If the inseason notice of exemption specifies that compensated deliveries will occur in the following crab fishing year, the exemption will remain in effect for the specified IFQ and IPQ in the following crab fishing year.

Federal regulations require that crab harvested with IFQ designated for delivery to a processor in either the North Region or South Region, must be delivered in that region. Likewise crab purchased with IPQ designated for processing in either the North Region or South Region, must be processed in that region.

This application is for IFQ holders and IPQ holders to request an exemption from these regional delivery requirements for the Bristol Bay red king crab, Bering Sea snow crab, Saint Matthew Island blue king crab, Eastern Aleutian Islands golden king crab, Western Aleutian Islands red king crab, or Pribilof Islands red and blue king crab fisheries. An exemption would mitigate safety risks and economic hardships that arise out of events that prevent compliance with the regional delivery requirements.

Eligible applicants are provided in the table below. Multiple parties may apply for an exemption; however, a minimum of one Class A IFQ holder, one IPQ holder, and one community representative are required for each application.

IFQ holders	Any person holding regionally designated IFQ for Bristol Bay red king crab, Bering Sea snow crab, Saint Matthew Island blue king crab, Eastern Aleutian Islands golden king crab, Western Aleutian Islands red king crab, or Pribilof Islands red and blue king crab, or their authorized representative.
IPQ holders	Any person holding IPQ matched to regionally designated IFQ for Bristol Bay red king crab, Bering Sea snow crab, Saint Matthew Island blue king crab, Eastern Aleutian Islands golden king crab, Western Aleutian Islands red king crab, or Pribilof Islands red and blue king crab, or their authorized representative.
Community representative	For communities that hold or formerly held the right of first refusal (ROFR), the community representative is the ECC entity, as defined at § 680.2. For the Bering Sea snow crab and Saint Matthew Island blue king crab PQS issued without a ROFR, the community representative for Saint Paul and Saint George shall be either: (1) the community representative that the Aleutian Pribilof Islands Community Development Association and the Central Bering Sea Fishermen’s Association designate in writing to NMFS, or (2) both Aleutian Pribilof Islands Community Development Association and the Central Bering Sea Fishermen’s Association.

Submit the completed Preseason Application for Exemption and Inseason Notice of Exemption to NMFS using any one of the following methods:

- ◆ Mail: NMFS Regional Administrator,  
c/o Restricted Access Management Program  
P.O. Box 21668  
Juneau, AK 99802-1668; or
- ◆ Fax: 907-586-7354; or
- ◆ Hand delivery or carrier: NMFS  
Room 713, 709 West 9th Street  
Juneau, AK 99801

### **COMPLETING THE APPLICATION**

When submitted, Part I and Part II must include, as part of a single package, a completed signed and dated application from each IFQ Permit Holder, IPQ Permit Holder, and Community Representative that signed the framework agreement and the exemption contract.

#### **PART I -- PRESEASON APPLICATION FOR EXEMPTION**

Part I of the Application for Exemption from CR Crab North or South Region Delivery Requirements must be received by NMFS on or before **October 15** of the crab fishing year.

All applicants must enter into a **Framework Agreement** that implements terms under which an exemption would be exercised.

Each IFQ Permit Holder, IPQ Permit Holder, and Community Representative that signs the Framework Agreement must complete and sign Part I of this application.

- ◆ Indicate total number of applicants who have signed this Preseason Application.

#### **IDENTIFY APPLICANT**

- 1-2. Print Name and NMFS Person ID of Applicant. If this application is completed by an authorized representative, attach documentation.
3. Indicate Type of Applicant: IFQ Permit Holder, IPQ Permit Holder, or a Community Representative. Select only one per application.

#### **AFFIDAVIT**

Affirm by checking the box that, under penalty of perjury, you have signed a **Framework Agreement** that specifies all elements required at § 680.4(p)(4)(ii)(B). The **Framework Agreement** must specify

- ◆ The actions that the parties will take to reduce the need for an exemption and, if an exemption is needed, to reduce the amount of IFQ and IPQ that is subject to an exemption.
- ◆ The circumstances under which the parties would execute an exemption contract and receive an exemption.

- ◆ The actions that the parties would take to mitigate the effects of an exemption.
- ◆ The compensation, if any, that any party would provide to any other party.
- ◆ Any arrangements for compensated deliveries in that crab fishing year or the following crab fishing year.

Affirm by checking the box that, under penalty of perjury, you have examined the information and the claims provided on this application and, to the best of your knowledge and belief, the information presented here is true, correct, and complete.

5-6. Sign and date the form.

## **PART II -- INSEASON NOTICE OF EXEMPTION**

The inseason notice is required if the applicants that signed the preseason application want an exemption from regional delivery requirements during the fishing season. Applicants submit the inseason notice to NMFS prior to the day that the exemption is being sought. The exemption will allow regionally designated CR crab to be landed outside of the designated region.

### **IDENTIFY APPLICANT**

- 1-2. Print Name and NMFS Person ID of Applicant. If this application is completed by an authorized representative, attach documentation.
3. Indicate Type of Applicant: IFQ Permit Holder, IPQ Permit Holder, or a Community Representative. Select only one per application.
4. Identify the CR crab fishery, IFQ amount, and IPQ amount for which the exemption is requested. Select one or more of the listed CR crab fisheries. NMFS will only exempt the IFQ and IPQ specified on the **inseason notice** from the regional delivery requirements.

### **AFFIDAVIT**

Affirm by checking the box that, under penalty of perjury, you have signed an **Exemption Contract** that specifies all elements required at § 680.4(p)(4)(iii)(B). The **Exemption Contract** specifies the terms under which an exemption would be exercised. The **Exemption Contract** must specify

- ◆ The circumstances under which the exemption is being requested.
- ◆ The action that the parties must take to mitigate the effects of the exemption.
- ◆ The compensation, if any, that any party must make to any other party.
- ◆ Any arrangements for compensated deliveries in that crab fishing year or the following crab fishing year.

Affirm by checking the box that, under penalty of perjury, you have examined the information and the claims provided on this application and, to the best of your knowledge and belief, the information presented here is true, correct, and complete.

5-6. Sign and date the form.

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**PUBLIC REPORTING BURDEN STATEMENT**

Public reporting burden for this collection of information is estimated to average 20 hours per response, including the time for reviewing the instructions, searching the existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden estimate or any other aspect of this collection of information, to Assistant Regional Administrator, Sustainable Fisheries Division, NOAA Fisheries Service, National Marine Fisheries Service, Alaska Region, P.O. Box 21668, Juneau, AK 99802-1668.

**ADDITIONAL INFORMATION**

Before completing this form, please note the following: 1) Notwithstanding any other provision of law, no person is required to respond to, nor shall any person be subject to a penalty for failure to comply with, a collection of information subject to the requirements of the Paperwork Reduction Act, unless that collection of information displays a currently valid OMB Control Number; 2) This information is mandatory and is required to manage commercial fishing efforts under 50 CFR part 680, under section 402(a) of the Magnuson-Stevens Act (16 U.S.C. 1801, *et seq.*) and under 16 U.S.C. 1862(j); 3). Responses to this information request are not confidential.

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**Regular Meeting**  
**Tuesday, August 27, 2019**  
**6:00 p.m.**



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

**Council Members**  
James Fitch  
Roger Rowland  
David Gregory

**Council Members**  
Dennis Robinson  
Alejandro Tungul  
Shari Coleman

## **UNALASKA CITY COUNCIL**

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

Frank Kelty, Mayor

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## **MINUTES**

**1. Call to order**

Mayor Kelty called the Regular Meeting of the Unalaska City Council to order at 6:01pm, in the Unalaska City council chambers.

**2. Roll call**

Present:

Frank Kelty, Mayor

Dennis Robinson, Vice Mayor (Telephonic)

James Fitch (Telephonic)

Alejandro Tungul

David Gregory

Shari Coleman

Absent:

Roger Rowland (Excused)

**3. Pledge of Allegiance**

Mayor Kelty led the Pledge of Allegiance

**4. Recognition of visitors**

Tom Robinson, Qawalangin Tribe, Darin Nicholson, City Council Candidate

**5. Adoption of agenda**

Mayor Kelty made the following changes to the Regular Agenda without objection:

- 14. Executive Session - moved to item 16.
- 15. Council Directives to City Manager - moved to item 14.
- 16. Community Input & Announcements - moved to item 15.

**6. Awards / Presentations**

Mayor Kelty read a letter from the Government Finance Officers Association recognizing the City of Unalaska for achievements in excellence in financial reporting.

**7. Approve minutes of previous meeting: July 23, 2019**

Coleman made a motion to adopt minutes from July 23, 2019 meeting; Tungul seconded. No objection. Motion passed by consensus.



8. **Reports:** City Manager  
City Manager reported and answered Council questions.

9. **Community Input & Announcements**

- PCR
  - Friendship Cup
  - Softball Play-Offs on Labor Day
  - New scoreboard in the gym
  - Youth Floor Hockey
- Museum of the Aleutians 20<sup>th</sup> Anniversary
- U.S. Navy Somerset visit, September 14-16, 2019
- Unalaska Municipal Election, October 1, 2019
- Ferry Schedule
- Heart of the Aleutians: comments in favor of new location

10. **Public testimony on agenda items.** None.

11. **Work session**

Coleman made a motion to move into Work Session; Tungul seconded.  
No objection. Motion passed by consensus.

- a. Second Round Discussion, proposed changes to Title 3, Personnel  
Erin Reinders, City Manager, gave an overview on the proposed changes to Title 3 and answered Council questions.
- b. Discussion, City's State and Federal Priorities  
Erin Reinders, City Manager, led the discussion on the City's State and Federal priorities. Council requested to add the following items:

State Priority List:

Community Assistance Program  
Shared Fisheries Tax Program  
Alaska Marine Highway System

Federal Priority List:

Alternative Energy Funding Opportunities  
More sustained USCG presence

12. **Consent agenda**

Gregory made a motion to reconvene to regular session; Tungul seconded.  
No objection. Motion passed by consensus.

- a. Resolution 2019-45: Authorizing the sale of surplus personal property (*not included in consent agenda vote; see note below*).
- b. Resolution 2019-46: Acknowledging the closure and completion of a capital project
- c. Resolution 2019-47: Authorizing a lump sum payment of \$100,000 to ROSSIA from the previously approved Community Support Grant Program
- d. Resolution 2019-48: Approving the Mayor's appointment of Erin Reinders as the City's representative on the Board of Directors of the Museum of the Aleutians Association
- e. Resolution 2019-49: Approving the Mayor's appointment of Louisa "Lucy" Ortiz to the Library Advisory Committee

Coleman requested Resolution 2019-45 removed from Consent Agenda and placed under Regular Agenda. Mayor Kelty moved Resolution 2019-45 to Regular Agenda.

Coleman made a motion to approve Consent Agenda as amended; Gregory seconded.  
Roll Call Vote: Coleman – yes; Tungul – yes; Gregory – yes; Robinson – yes; Fitch – yes.  
Motion passed 5-0.

### 13. Regular agenda

- a. Ordinance 2019-09: Creating Budget Amendment #1 to the Fiscal Year 2020 Budget, recognizing local support revenue of \$7,200 in the General Fund and increasing the PCR Operating Budget by \$7,200; recognizing local support revenue of \$8,500 in the Library Capital Project and increasing the Library Capital Project Budget by \$8,500; and increasing the Water Fund Operating Budget for transfers to capital projects and the project budget for the Pyramid Water Treatment Plant Inline Microturbines by \$2,052,284

Robinson made a motion to move Ordinance 2019-09 to Second Reading and Public Hearing on September 10, 2019; Tungul seconded.

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

Motion passed 5-0.

- b. Ordinance 2019-10: 1st Reading, Amending Chapters 3.04, 3.08, 3.12, 3.16, 3.20, 3.24, 3.28, 3.32, 3.36, 3.40, 3.44, 3.48, 3.52, 3.56 and 3.60, and adopting a new Chapter 3.22 of the Unalaska Municipal Code, Title 3, Personnel

Tungul made a motion to move Ordinance 2019-10 to Second Reading and Public Hearing on September 10, 2019; Gregory seconded.

Coleman made a motion to amend Ordinance 2019-10 to strike the word “directly” in first line of code section §3.60.050; Gregory seconded.

Roll Call Vote on motion to amend: Tungul – no; Gregory – no; Fitch – no; Coleman – yes; Robinson – no.

Motion failed 4-1.

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

Motion passed 5-0.

- c. Ordinance 2019-11: 1st Reading, Creating Budget Amendment #2 to the Fiscal Year 2020 Operating Budget to fund the increased travel allowance provided with changes to Title 3; fund a Cost of Living Adjustment for Title 3 employees; account for a calculation error made in the original budget for Recreation Assistants; and fund the approved changes for the three Local 302 Collective Bargaining Unit Agreements

Coleman made a motion to move Ordinance 2019-11 to Second Reading and Public Hearing on September 10, 2019; Gregory seconded.

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

Motion passed 5-0.

d. Resolution 2019-45: Authorizing the sale of surplus personal property

Discussion regarding the surplus sale.

Coleman made a motion to adopt resolution 2019-45; Tungul seconded.

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

Motion passed 5-0.

14. **Council Directives to City Manager** (moved to agenda item 14)

Coleman made a motion for a Directive to City Manager for an RFP for New Year's Eve fireworks; Tungul seconded.

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

Motion passed 5-0.

15. **Community Input & Announcements** (moved to agenda item 15). None.

16. **Executive Session:** Discuss Financial and Legal Matters (moved to agenda item 16)

Tungul made a motion to adjourn to Executive Session to discuss legal and financial matters which, if immediately disclosed, would tend to adversely affect the finances and legal position of the city; Gregory second. No objection. Motion passed by consensus.

Council went in to Executive Session at 7:43 p.m.

17. **Adjournment**

Gregory made a motion to adjourn; Coleman seconded.

No objection.

Motion passed by consensus.

The meeting adjourned at 8:01 pm.

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Marjie Veeder, City Clerk

*rfw*

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## MEMORANDUM TO COUNCIL

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To: Mayor and City Council Members  
From: Erin Reinders, City Manager  
Date: September 10, 2019  
Re: City Manager Report

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**Deadlines and Dates of Note:**

- 9/11/2019...Absentee Voting Begins
- 9/14/19...Surplus Sale (viewing at 10am and sale at 11am at the Department of Public Works and Utilities)
- 10/1/2019...Election Day
- 10/5/2019...Community Meeting for Comprehensive Plan Update (12:00 noon in the Makushin Room)
- 10/21/2019...2<sup>nd</sup> half property tax payments due

**Comprehensive Plan:** The Planning Department is releasing a community survey on September 6, 2019. The survey includes several subsections to identify and anticipate current and future needs in various subareas, including health and safety; parks, culture, and recreation; and community facilities and government. The results of this survey and other community feedback obtained at various public meetings will shape the content and direction of the 2030 Comprehensive Plan, the City's master plan. It only takes about 10 minutes or less and we hope you will take the time to fill one out. The results will be shared at a Community Meeting to be held on Saturday, October 5, 2019 at 12:00PM in the Makushin Room at the Grand Aleutian Hotel.

**Strategic Planning with City Council:** I have reached out to a facilitator and trainer to develop a sort of "council retreat" to set goals and objectives for the organization and the City Manager. Everyone has different needs and priorities, but there are limited resources. By using the strategic planning session to set goals, Council will be guiding a work plan and setting priorities for future budgeting discussions. This is separate from the ten year community wide Comprehensive Plan that is being led by the Planning Department.

**School Safety and Speed Zone Enforcement:** The first two weeks of school has been a success ensuring school safety. Steady police presence in speed zones and the schools have resulted in drivers adhering to posted speed limits and the students meeting an officer at school in the mornings. The presence of the officers appears to be a welcome addition to the school day for many of the students.

**2019 Alaska School Safety & Well-Being Summit and UCSD Crisis Plan:** The Unalaska City School District invited a member of the Police Department to attend the 2019 Alaska School Safety & Well-Being Summit in mid-September. Information gathered from the Summit will assist the Unalaska Police Department in collaboration with the Unalaska City School District to develop a crisis plan for active shooter/active violence type events. The crisis plan will include awareness and response training consisting of a progression of activities, beginning with an officer talking to staff about appropriate actions, followed by class meetings between the principals and the students, followed by running recognition and response drills and culminating with a full-scale exercise involving students and staff.

**Fraudulent Financial Request Update:** \$2,347,544.43 was returned to the City of Unalaska on August 22, 2019. The City had paid out a total of \$2,985,406.10 to a fraudulent bank account as a result of a phishing email scam in which the sender of an email represented themselves as a known vendor and requested a change in payment method. City staff expects insurance will fully cover the difference of \$637,861.67. The FBI played a significant role in finding the fraudulent account and in working to have these funds returned to the City of Unalaska. FBI Special Agent, Steve Forrest, explained "...these financial schemes are increasing in frequency and sophistication..." The FBI investigation continues.

**Library Summer Reading Program:** The Library's summer reading program was a huge success this year. The library's annual Summer Reading Program concluded on August 24. We're happy to report that this summer in Unalaska, preschoolers enjoyed 440 books, elementary students read for nearly 5,000 minutes, teens turned in 85 book reviews, and adults turned in 43 book reviews. Every elementary student who read more than 500 minutes received a coupon to spend at the UCSD Fall Book Fair. Summer Reading is not only fun and rewarding, it also helps to prevent "summer slide" in academics over the school break and it gets our youngest citizens ready to read. This free program was made possible by support from Friends of the Library and prize donations by Safeway, Alaska Ship Supply, UniSea, and Arctic Chiropractic.

**Library Project:** ECI will be in town September 18-19 for technical review of the building; to meet with staff from the various departments; and electrical engineers will take one final look at the building before completing bidding documents. There are no public meetings scheduled for this visit.

**Generals Hill Water Booster Station Project:** The Planning Department is now taking the lead with property acquisition process for land on which to construct the project. This will involve working with a surveyor to plat the property and the city attorney. The preferred site for the booster station straddles two properties along the common property line. Appraisals were conducted earlier this summer and provided to the property owners.

**DPS Building Assessment Project:** On Tuesday, September 3, Discovery Drilling finished the last boring, which brings our total drilled length to 500 feet. Test pits will be dug with an excavator to verify drill results. Results have been fairly consistent across the site in terms of the layers encountered. In general, there is a layer of “fill” type material, followed by an organic/sediment layer atop bedrock. However, the rock depth varied as deep as 50 feet below grade and as shallow as 20 feet. Rock coring was provided to verify we were in bedrock versus boulders and to determine the quality of rock encountered. The test pits will complete the picture by giving us a much better idea of what is in the “fill” layer. A final report will be developed in the coming months and shared with Council.

**Wind Energy Development Project:** The 4<sup>th</sup> MET tower was erected on Hog Island, where it will provide wind data over the coming 18 months. Other MET towers are installed at Bunker Hill, Veronica Lake and Icy Lake.

**Executive Level Searches:** Current executive level vacancies include the Finance Director and Police Chief. We will be reopening the search for both of these positions developing an updated recruitment plan. The proposed changes in Title 3 should provide a more attractive compensation package for potential applicants.

**Directives to the City Manager:** The following identifies the status of outstanding Directives to the City Manager:

- Options for Increased Tobacco Tax (11/27/18). *Ongoing.* Council discussed in detail at the July 9, 2019 Council Meeting. This discussion will continue at a future Council meeting. This discussion will include additional information on Tobacco Excise Tax, a combination Tobacco Excise Tax with increased sales tax on alcohol and marijuana, fund dedication options, and potential rates. I am working on some of these details with the City Attorney’s office. I anticipate bringing an update to Council the second meeting in October.
- Fiscal Sustainability Plan and Policy (5/14/19). *Initiated.* Interim Finance Director Jim Sharpe and I are in the early stages of discussing and researching this. We plan to provide Council with information in the coming months.
- New Year’s Fireworks (8/27/19). *Ongoing.* Council directed the City manager to issue an RFP for the New Year’s fireworks. An RFP was issued on August 30, 2019 and has been sent to our previous contacts in Alaska. The deadline to submit proposals is 4:00 p.m., on Friday, September 27. As a reminder, \$41,800 is budgeted in FY20 for fireworks and the total cost for the Independence Day show will be roughly \$36,000. Depending on the responses, a budget amendment or line item transfers may be required if Council wishes to proceed.

**CITY OF UNALASKA, ALASKA  
PLANNING COMMISSION & PLATTING BOARD  
REGULAR MEETING  
THURSDAY, NOVEMBER 15, 2018, 6:00 P.M.  
UNALASKA CITY HALL  
MINUTES**

**CALL TO ORDER:** Commissioner Billie Jo Gehring called the meeting to order at 6:00 PM

**ROLL CALL**

Commissioners Physically Present

Travis Swangel  
Thomas Bell  
Vicki Williams  
Helen Brown  
Billie Jo Gehring

Staff Present

Bil Homka, Planning Director  
Thomas Roufos, Associate Planner

Commissioners Absent:

*None*

**REVISIONS TO THE AGENDA:** *None*

Commissioner Billie Jo Gehring made a motion to accept the agenda. Commissioners Williams & Brown seconded.  
*- Motion passed.*

**ANNOUNCEMENTS:**

Roufos announced City of Unalaska's annual Christmas party to be set on: December 8, 2018.

Planning Director, Bil Homka announced that Commissioners Helen Brown and Thomas Bell have registered for the Annual American Planning Association Conference that includes new commissioner training. This conference will be held January 13<sup>th</sup> through January 15<sup>th</sup>, 2019 in Anchorage. Thomas Roufos will also be attending this conference.

**MINUTES:**

Commissioner Billie Jo Gehring made a motion to accept the Planning Commission and Platting Board minutes of September 20, 2018. They will approve the motion on their next meeting.

**PUBLIC HEARING**

*None*

**OLD BUSINESS**

**UPDATE TO PARKS SIDE ESTATES #2 SUBDIVISION:** Planning Director, Bil Homka mentioned the discussion that was made with PND Engineers and studied the Parks Side Estates, which includes the history of the site.

Bil Homka, included that there will be discussion with Property Owner, Coe Whittern, about observing the setbacks due to the area defined as a wet land.

Roufos specifies that the department is already viewing the area on the map. With viewing the map, Roufos goes into detail of the image showing the water way that is snaking through, which results into a 15ft buffer distance from the center line of the creek.

Roufos settled all questions that the water way is only affecting lot 3, which is a 56,000ft lot. Therefore, the 15ft buffer is very minimal according to the size of lot 3. Roufos also mentions that it is inside the concentric circles that are on the joined property for the water supply.

**NEW BUSINESS**

1. **PLANNING DEPARTMENT'S TRASPORTATION PLAN:** Planning Director, Bil Homka, announced that the department of Planning has goals set for the upcoming year to achieve projects such as, traffic counts. The department had two interns who manually counted hours of traffic footage. Homka stated that he hoped to baseline with taxis, if they can offer transit service for competing with the private sector and their taxi cabs. Currently, there are seventeen (17) taxi cabs operated by thirteen (13) companies. They operated cameras for a month with or without bus service and the result concluded no effect on taxi cabs. End result gave the proposal on transportation planning to the City Manager to study it further.
  
2. **BUS STUDY:** Homka stated that the bus doesn't have to be run by city, it can be a transit authority. Transit is not about revenue. Most transit companies don't pay for themselves if it's a public transit. Public transit means anything can be operated by a private company but it's open to anyone on a fixed route. Homka stated that the department had contacted Island Services and were interested to look at it. They did the most conservative cost of the budget for this project, which selected 20% of the people to spend 15 to 20 dollars. Acting Chair Swangel stated he isn't sure if the city is ready for a funded bus system. Swangel preferred basic infrastructure, for example, a sidewalk getting finished. Commissioner Billie Jo Gehring, was pleased with the study, however, stated that if they need hired 10 drivers and each of them got 64/hr, she questioned if this averaged out the cost. Roufos stated that they would need at least 10 full time drives and a minimum of 2 part time drivers in order to be in compliance with highway safety law. Roufos also stated that they did base the cost on the maintenance for the PCR buses, meaning there would be a 3 year average on maintenance by estimate in referral to the PCR bus.


Homka stated that the department plan to hire someone that has experience on the bus study.

**WORKSESSION**


None

**ADJOURNMENT:** Commissioner Gehring made a motion for adjournment. Acting Chair Swangel seconded. Meeting adjourned at 6:37 pm.

PASSED AND APPROVED THIS 21<sup>st</sup> DAY OF March, 2019 BY THE CITY OF UNALASKA PLANNING COMMISSION.

  
 \_\_\_\_\_  
 Billie Jo Gehring  
 Commission Chair

4/2/19  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Bil Homka, AICP  
 Secretary of the Commission

3-21-19  
 \_\_\_\_\_  
 Date

Prepared by Delaney McConnell, Administrative Assistant



**CITY OF UNALASKA, ALASKA  
PLANNING COMMISSION & PLATTING BOARD  
REGULAR MEETING  
THURSDAY, JANUARY 31, 2019 6:00 P.M.  
UNALASKA CITY HALL  
MINUTES**

**CALL TO ORDER:** Commissioner Billie Jo Gehring called the meeting to order at 6:21PM

**ROLL CALL**

Commissioners Physically Present:

Thomas Bell  
Vicki Williams  
Billie Jo Gehring

Commissioners Absent:

Travis Swangel  
Helen Brown

Staff Present

Bil Homka, Planning Director  
Thomas Roufos, Associate Planner

**REVISIONS TO THE AGENDA:** *None*

**APPEARANCE REQUESTS:** *None*

**ANNOUNCEMENTS:**

Roufos announced new Administrative Assistant for the Planning Department will begin work Friday, February 1, 2019

Roufos announced that Cameron Dean, the new GIS Administrator, began work Tuesday, January 29, 2019.

Commissioner Williams announced she will be absent for three days starting, February 7, 2019.

Commissioner Travis Swangel's term expires February and is due for renewal

**MINUTES:** *None* – Minutes of September 20, 2018 - Approved.

**PUBLIC HEARING**

1. **RESOLUTION 2019-01:** APPROVING PLANNING COMMISSION OF PLANNING BOARD 2018 ANNUAL REPORT AND FILING THE SAME FOR UNALASKA CITY COUNCIL.
  
2. **RESOLUTION 2019-02:** APPROVING CONDITIONAL USE PERMITS FOR STORAGE FOR THE PALLET FACTORY ON LOT 2 MARINE WAY SUBDIVISIONS, Plat 91-02, AIRD LOCATED AT 80 GILMAN RD.

Mr. Joe Sacramento, PacSteve Housing Manager, stated his intension of constructing a container storage along with a concreted path to store pallets. This structure is to reduce the fire hazard in the location they are using currently.

Commissioner Billie Jo Gehring questioned about fire code for the current storage.

Mr. Sacramento stated that the fire department came and toured the storage, they had comments that discusses the need of sprinkling the building. However, sprinkling would cost over a quarter of a million dollars. The plan is to have an approved storage of 500sq. ft. of pallets.

**OLD BUSINESS:** None


**NEW BUSINESS**

3. **RESOLUTION 2019-01:** APPROVING PLANNING COMMISSION OF PLANNING BOARD 2018 ANNUAL REPORT AND FILING THE SAME FOR UNALASKA CITY COUNCIL.
  - Motion approved.
  
4. **RESOLUTION 2019-02:** APPROVING CONDITIONAL USE PERMITS FOR STORAGE FOR THE PALLET FACTORY ON LOT 2 MARINE WAY SUBDIVISIONS, Plat 91-02, AIRD LOCATED AT 80 GILMAN RD.
  - Motion approved.

**WORKSESSION:** None

**ADJOURNMENT:** Commissioner Gehring made a motion for adjournment. Meeting adjourned at 6:44pm.

PASSED AND APPROVED THIS 21<sup>st</sup> DAY OF March, 2019 BY THE CITY OF UNALASKA PLANNING COMMISSION.

  
\_\_\_\_\_  
Billie Jo Gehring  
Commission Chair

4/2/19  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Bil Homka, AICP  
Secretary of the Commission

3-21-19  
\_\_\_\_\_  
Date

Prepared by Delaney McConnell, Administrative Assistant

**CITY OF UNALASKA, ALASKA  
PLANNING COMMISSION & PLATTING BOARD  
REGULAR MEETING  
THURSDAY, APRIL 25, 2019 6:00 P.M.  
UNALASKA CITY HALL  
MINUTES**

**CALL TO ORDER:** Commissioner Billie Jo Gehring called the meeting to order at: 6:00pm.

**ROLL CALL**

Commissioners Physically Present:

Billie Jo Gehring  
Helen Brown  
Travis Swangel

Commissioners Absent:

Thomas Bell  
Vicki Williams

Staff Present

Bil Homka, Planning Director  
Thomas Roufos, Associate Planner  
Cameron Dean, GIS Administrator  
Delanney McConnell, Admin. Assist.

**REVISIONS TO THE AGENDA:** Commissioner Gehring stated a minor revision for the agenda; the square footage of the lot specified in the item in the "New Business" section is to be 14,500 square feet, rather 14,000 square feet. Also, the Resolution needed to be changed from Resolution 2019-03 to Resolution 2019-05. Commissioner Swangel set a motion to approve the revision of 14,000 to 14,500. Commissioner Brown seconded.

**APPEARANCE REQUESTS:** *None*

**ANNOUNCEMENTS:** *None*

**MINUTES:** Commissioner Swangel set a motion to accept the minutes of March 21, 2019. Commissioner Brown seconded.

**PUBLIC HEARING**

- 1. RESOLUTION 2019-05:** A RESOLUTION APPROVING VARIANCE TO ALLOW A 4-UNIT STRUCTURE ON A LOT LESS THAN 14,500 SQUARE FEET FOR A TWO STORY APARTMENT STRUCTURE LOCATED ON LOT 1, Q-TRIBE SUBDIVISION, PLAT 2001-11, AIRD, AT 201 WEST BROADWAY AVENUE.

**OLD BUSINESS:** *None*

**NEW BUSINESS:**

- 1. RESOLUTION 2019-05:** A RESOLUTION APPROVING VARIANCE TO ALLOW A 4-UNIT STRUCTURE ON A LOT LESS THAN 14,500 SQUARE FEET FOR A TWO STORY APARTMENT STRUCTURE LOCATED ON LOT 1, Q-TRIBE SUBDIVISION, PLAT 2001-11, AIRD, AT 201 WEST BROADWAY AVENUE.

Commissioner Gehring set a motion to approve Resolution 2019-05, Commissioners Swangel and Brown seconded.

*Discussion:*

Roufos states that the design of the building sits on the lot without any concern for any setbacks or parking issues. Roufos states that the Planning Department sees this variance as acceptable for the size and scope. As well, the property owner has the right to build accordingly to the approximate size asked for due to buildings around the area being around the same size wide along with height. Roufos states that this is a vacant lot, therefore having a building there is an improvement. With the dense area downtown, the consideration for parking without any setbacks fits in perfectly within the neighborhood. Roufos recommends for approval.

Commissioner Swangel asks CEO Chris Salts what the lot coverage is for the lot and what the total lot size was. Commissioner Gehring answers Swangel stating that the lot size is 9,760 square feet. Planning Director, Bil Homka answered Swangel that lot coverage is 30%. Commissioner Gehring questioned CEO Chris Salts on the floor plan size, the math of the square footage for the floor plans on each floor was not adding up. She confirmed that she was all for the plan, but would like a better understanding. CEO Chris Salts stated that each unit will be roughly 1,000 square feet. Commissioner Gehring also asks for reconfirmation that there will be efficient amounts of parking. Chris Salts confirms plenty of parking with perfect turning radius for people exiting and entering. CEO Chris Salts also mentions that there is a possibility of housing Police Officers within the Units which would spread positive safety environment around the downtown area.


Commissioner Swangel spoke on how great it is that this lot has grown from being 3 lots into 1 and that the parking is spacious and the setbacks are not troublesome, he hopes to see more of this within the near future. He says that this project is one he supports to move forward with. He states he wouldn't be sure as to doing the same kind of coding for downtown because some of the structures that exist are right on the lines, and each one would have to be looked case by case. Commissioner also states to his understanding that this lot will be ADA accessible. CEO Chris Salts confirms for the ground floor level.

**\*\*Motion Passes**

**WORKSESSION: None**

**ADJOURNMENT:** Commissioner Gehring made a motion for adjournment, Commissioners Brown and Swangel Seconded. Meeting adjourned at 6:16PM.

PASSED AND APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019 BY THE CITY OF UNALASKA PLANNING COMMISSION.

  
\_\_\_\_\_  
Billie Jo Gehring  
Commission Chair

7/22/19  
Date

  
\_\_\_\_\_  
Bil Homka, AICP  
Secretary of the Commission

7-22-19  
Date

Prepared by Delaney McConnell, Administrative Assistant, and Christian Schmidt, Planning Intern.

City of Unalaska  
**UNALASKA PLANNING COMMISSION**

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

**Regular Meeting**  
**Thursday, June 20, 2019**  
**6:00 p.m.**

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

**Commission Members**  
Thomas Bell  
Travis Swangel

Billie Jo Gehring, Chair

**Council Members**  
Vicki Williams  
Helen Brown

**MINUTES**

1. Call to order. Commissioner Bell called the Regular Meeting of the Unalaska Planning Commission to order at 6:02 pm, on June 20, 2019, in the Unalaska City Hall council chambers.
2. Roll call  
Present:  
Thomas Bell  
Vicki Williams  
Travis Swangel  
Helen Brown (Telephonic)  
  
Absent:  
Billie Jo Gehring
3. Revisions to the Agenda – None.
4. Appearance Requests – None.
5. Announcements  
Planning Director Bil Homka announced arrival of Christian Schmidt, Summer Planning Intern  
Swangel announced the Summer Solstice Run on June 21st
6. Adopt Minutes of April 25, 2019 meeting.  
Swangel made a motion to adopt the minutes of April 25, 2019; Williams seconded.  
Swangel requested edits to three phrases:
  - A statement that the building's square footage was 14,500 square feet, rather than the building
  - Coverage cost being nonsensical and standing in for lot coverage
  - The lack of the letter t in "this" when referring to a project, thus suggesting it was Commissioner Swangel'sMotion failed by consensus.
7. Public Hearing
  - a. Resolution 2019-06: A Resolution Approving Conditional Use Permit to Allow a Propane Storage and Sales Lot Located on Lot 1, Marineways-Unisea Subdivision, Plat 2002-7, AIRD, at 116 Gilman Road  
  
Joe Sacramento testified on behalf of the applicant, Pacific Stevedoring.
8. New Business
  - a. Resolution 2019-06: A Resolution Approving Conditional Use Permit to Allow a Propane Storage and Sales Lot Located on Lot 1, Marineways-Unisea Subdivision, Plat 2002-7, AIRD, at 116 Gilman Road

Swangel made a motion to adopt Resolution 2019-06; Williams seconded.

Motion passed by consensus.

9. Worksession – None.

10. Adjournment

Williams made a motion to adjourn; Brown and Bell seconded.

No objection.

Motion passed by consensus.

The meeting adjourned at 6:25 pm.



William Homka, AICP  
Planning Director



Billie Jo Gehring  
Planning Commission Chairman

City of Unalaska  
**UNALASKA PLANNING COMMISSION**

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

**Regular Meeting**  
**Thursday, July 18, 2019**  
**6:00 p.m.**

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

**Commission Members**  
Thomas Bell  
Travis Swangel

Billie Jo Gehring, Chair

**Commission Members**  
Vicki Williams  
Helen Brown

**MINUTES**

- 
1. Call to order. Commissioner Gehring called the Regular Meeting of the Unalaska Planning Commission to order at 6:03 pm, on July 18, 2019, in the Unalaska City Hall council chambers.
  2. Roll call  
Present:  
Thomas Bell  
Vicki Williams  
Travis Swangel  
Billie Jo Gehring  
Helen Brown
  3. Revisions to the Agenda –
    - a. Packet Addendum containing site plans for Resolution 2019-06 and revised April 25, 2019 minutes.  
  
Swangel made a motion to approve the agenda with the addendum. Bell seconded. Motion passed by consensus.
  4. Appearance Requests – None.
  5. Announcements – None.
  6. Adopt Minutes of April 25, 2019 meeting.  
Swangel made a motion to adopt the minutes of April 25, 2019 as amended; Williams seconded.  
  
Bil Homka presented two forms of minutes for the June 20, 2019 meeting; action minutes and the preexistent form. Commissioners preferred action minutes for recording use at future meetings.  
  
Motion passed by consensus.
  7. Adopt Minutes of June 20, 2019 meeting.  
Swangel made a motion to adopt the minutes of June 20, 2019; Bell seconded.  
  
Motion passed by consensus.
  8. Public Hearing
    - a. Resolution 2019-07: A Resolution Approving Conditional Use for an Additional Residential Unit Located on Lot 4, Block 10 of USS 1992, Unalaska Townsite, at 88 W. Broadway Ave.
    - b. Resolution 2019-08: A Resolution Approving a 14.25-Foot Variance to the Rear Yard Setback in Order to Allow an Additional Structure Containing One Residential Unit Located on Lot 4, Block 10 of USS 1992, at 88 West Broadway Ave.

Quy Nguyen, the applicant, was present to testify on his own behalf. Of note was his claim that at the time of application, there were only two residential units present on the lot, even though the lot had been permitted for three in 2013.

9. New Business

- a. Resolution 2019-07: A Resolution Approving Conditional Use for an Additional Residential Unit Located on Lot 4, Block 10 of USS 1992, Unalaska Townsite, at 88 W. Broadway Ave.
- b. Resolution 2019-08: A Resolution Approving a 14.25-Foot Variance to the Rear Yard Setback in Order to Allow an Additional Structure Containing One Residential Unit Located on Lot 4, Block 10 of USS 1992, at 88 West Broadway Ave.

Brown made a motion to postpone Resolution 2019-07 and Resolution 2019-08 to the next meeting of the commission; Bell seconded.  
Motion passed by consensus.

Swangel motioned to extend the expiration date of the preliminary plat for Parkside Estates Part 2 until August 2020; Brown seconded. Mr. Homka reiterated that one of the conditions for approval of the final plat was marking two wetland areas as sensitive, and that the Planning Commission be aware of this.

Motion passed by consensus.

10. Worksession

Mr. Homka presented an Army Corps decontamination plan for old World War II sites, and noted that it would be included on the agenda for August.

11. Adjournment

Williams made a motion to adjourn; Brown seconded.  
No objection.  
Motion passed by consensus.  
The meeting adjourned at 6:55 pm.

  
\_\_\_\_\_  
William Homka, AICP  
Planning Director

9-3-19  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Billie Jo Gehring  
Planning Commission Chairman

9/3/19  
\_\_\_\_\_  
Date



CITY OF UNALASKA  
UNALASKA, ALASKA

ORDINANCE 2019-09

CREATING BUDGET AMENDMENT #1 TO THE FISCAL YEAR 2020 BUDGET, RECOGNIZING LOCAL SUPPORT REVENUE OF \$7,200 IN THE GENERAL FUND AND INCREASING THE PCR OPERATING BUDGET BY \$7,200; RECOGNIZING LOCAL SUPPORT REVENUE OF \$8,500 IN THE LIBRARY CAPITAL PROJECT AND INCREASING THE LIBRARY CAPITAL PROJECT BUDGET BY \$8,500; AND INCREASING THE WATER FUND OPERATING BUDGET FOR TRANSFERS TO CAPITAL PROJECTS AND THE PROJECT BUDGET FOR THE PYRAMID WATER TREATMENT PLANT INLINE MICROTURBINES BY \$2,052,284

BE IT ENACTED BY THE UNALASKA CITY COUNCIL

- Section 1. Classification: This is a non-code ordinance.  
 Section 2. Effective Date: This ordinance becomes effective upon adoption.  
 Section 3. Content: The City of Unalaska FY20 Budget is amended as follows:

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

**Amendment No. 1 to Ordinance #2019-07**

	<u>Current</u>	<u>Requested</u>	<u>Revised</u>
<b>I. OPERATING BUDGETS</b>			
<b>A. General Fund</b>			
Sources:			
Local Support - APIA	\$ -	\$ 7,200	\$ 7,200
Uses:			
Parks, Culture and Recreation - Recreation Programs	\$ 731,435	\$ 7,200	\$ 738,635
<b>B. Proprietary Funds</b>			
Sources:			
Water Fund - Budgeted Use of Unrestricted Net Position	\$ 1,746,684	\$ 2,002,284	\$ 3,748,968
Uses:			
Water Fund - Transfers to Water Capital Projects	\$ 1,006,800	\$ 2,002,284	\$ 3,009,084
<b>II. CAPITAL BUDGETS</b>			
<b>A. General Fund - Project Budgets</b>			
Sources:			
Local Support - Friends of the Unalaska Public Library	\$ -	\$ 8,500	\$ 8,500
Uses:			
Library Improvement Project	\$ 5,400,000	\$ 8,500	\$ 5,408,500
<b>B. Public Utilities - Project Budgets</b>			
Sources:			
Transfer in from Water Operating	\$ 50,000	\$ 2,002,284	\$ 2,052,284
Uses:			
Pyramid Water Treatment Microturbines Project	50,000	2,002,284	2,052,284

PASSED AND ADOPTED by a duly constituted quorum of the Unalaska City Council on September 10, 2019.

\_\_\_\_\_  
 Frank Kelty  
 Mayor

ATTEST:

\_\_\_\_\_  
 Marjie Veeer  
 City Clerk

**City of Unalaska**  
**Summary of Budget Amendment and Schedule of Proposed Accounts**  
**FY20 Budget Amendment 1**

- 1) General Fund - Operating Budget  
 Add \$7,200 to Private Contributions revenue to recognize grant from APIA for senior exercise program  
 Add \$7,200 to Recreation Programs Temporary Employees for senior exercise program instructor
- 2) General Fund - Capital Projects Budgets  
 Add \$8,500 to Private Contributions revenue to recognize grant from Friends of the Unalaska Public Library for art purchase and installation  
 Add \$8,500 to Other Professional Services for art purchase and installation
- 3) Water Fund - Operating Budget  
 Add \$2,002,284 to Budgeted Use of Unrestricted Net Position and to Transfers to Capital Projects for Pyramid Water Treatment Microturbines project
- 4) Water Fund Capital Projects Budgets  
 Add \$2,002,284 to Pyramid Water Treatment Microturbines project and to Transfer in From Water Operating

	Org	Object	Project	Current	Requested	Revised
<b>1) General Fund - Operating Budget</b>						
<b>Sources:</b>						
<i>Parks, Culture and Recreation</i>						
Private Contributions	01012047	47400		\$ -	\$ 7,200.00	\$ 7,200.00
<b>Uses:</b>						
<i>Parks, Culture and Recreation</i>						
Temporary Employees	01023251	51200		\$ 25,000.00	\$ 7,200.00	\$ 32,200.00
<b>2) General Fund - Capital Project Budgets</b>						
<b>Sources:</b>						
<i>Library Improvements Project</i>						
Private Contributions	31019848	47400	PR601	\$ -	\$ 8,500.00	\$ 8,500.00
<b>Uses:</b>						
<i>Library Improvements Project</i>						
Other Professional Services	31022053	53300	PR601	\$ 105,250.00	\$ 8,500.00	\$ 113,750.00
<b>3) Water Proprietary Fund</b>						
<b>Sources:</b>						
Budgeted Use of Unrestricted Net Position	51015549	49910		\$ 1,746,684.00	\$ 2,002,284.00	\$ 3,748,968.00
<b>Uses:</b>						
Transfers to Enterprise Capital Projects	51029854	59940		\$ 1,006,800.00	\$ 2,002,284.00	\$ 3,009,084.00
<b>4) Water Fund - Capital Project Budgets</b>						
<b>Sources:</b>						
<i>Pyramid Water Treatment Microturbines</i>						
Transfers From Proprietary Operating	51119848	49130	WA17C	\$ 50,000.00	\$ 2,002,284.00	\$ 2,052,284.00
<b>Uses:</b>						
<i>Pyramid Water Treatment Microturbines</i>						
Engineering and Architectural	51125553	53240	WA17C	\$ 50,000.00	\$ 250,700.00	\$ 300,700.00
Other Professional Services	51125553	53300	WA17C	\$ -	\$ 218,000.00	\$ 218,000.00
Construction Services	51125553	54500	WA17C	\$ -	\$ 820,213.00	\$ 820,213.00
Telephone/Fax/TV	51125553	55310	WA17C	\$ -	\$ 500.00	\$ 500.00
Advertising	51125553	55901	WA17C	\$ -	\$ 500.00	\$ 500.00
Contingency	51125553	55912	WA17C	\$ -	\$ 153,771.00	\$ 153,771.00
Machinery & Equipment	51125553	57400	WA17C	\$ -	\$ 558,600.00	\$ 558,600.00

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## MEMORANDUM TO COUNCIL

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To: Mayor and City Council Members  
From: Roger Blakeley, PCR Director  
Through: Erin Reinders, City Manager  
Date: August 27, 2019  
Re: Ordinance 2019-09, creating FY20 Budget Amendment #1, to receive \$7,200 from the Aleutian Pribilof Islands Association to pay an instructor for the Senior Exercise Program

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**SUMMARY:** Ordinance 2019-09 accepts \$7,200 to fund the Senior Exercise Program.

**PREVIOUS COUNCIL ACTION:** In 2018, Council approved a similar request for \$7,000 to start the program. The program was successful, with funding from APIA.

**BACKGROUND:** The Department of Parks, Culture and Recreation (PCR) has been working with the Aleutian Pribilof Islands Association (APIA) to develop a senior exercise program, held at the Unalaska Senior Center. APIA received a grant to fund the program and is working with PCR to provide an instructor. PCR requests a budget amendment to accept \$7,200 from APIA to hire an instructor to teach the exercise classes. This \$7,200 reflects the amount of money APIA received to fund the personnel portion of the program.

PCR will invoice APIA for the hours worked by the instructor and we will receive reimbursement for those hours up to the \$7,200 outlined in the APIA grant. The result is \$0 net loss to the city, and gives PCR the ability to run this program in cooperation with APIA. The program will end when the grant funds are exhausted.

**DISCUSSION:** Staff requests \$7,200 from the APIA grant to pay the Instructor for the Senior Exercise Class held twice a week at the Senior Center.

**ALTERNATIVES:** Council may choose to accept the funding and continue the program; or not accept the funding and continue the class with expenses covered by the general fund; or not accept the funding and cancel the program.

**FINANCIAL IMPLICATIONS:** None

**LEGAL:** None

**STAFF RECOMMENDATION:** Staff recommends approval of Ordinance 2019-09.

**PROPOSED MOTION:** I move to adopt Ordinance 2019-09 and schedule it for second reading and public hearing on September 10, 2019.

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

**ATTACHMENTS:** None

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## MEMORANDUM TO COUNCIL

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To: Mayor and City Council Members  
From: Roger Blakeley, Director, Department of Parks, Culture and Recreation  
Karen Kresh, City Librarian  
Through: Erin Reinders, City Manager  
Date: August 27, 2019  
Re: Ordinance 2019-09, creating FY20 Budget Amendment #1, for the Library Building Improvement Project to accept \$8,500 funding for artwork from Friends of the Unalaska Public Library

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**SUMMARY:** This Budget Amendment request will add \$8,500 to the Library Building Improvement Project budget for artwork. These funds will be donated to the City of Unalaska by Friends of the Unalaska Public Library.

**PREVIOUS COUNCIL ACTION:** City Council approved Ordinance 2019-07 on May 28, 2019, adopting the FY20 Capital and Operating Budget, allocating \$5 million for the Library Building Improvement Project.

**BACKGROUND:** On recommendation from the Library Advisory Committee with support from City Council, the Project Team allocated 1% of project construction funds, or \$45,000, for public art that will be part of the expanded and renovated library building. More than just art to hang on the walls, these pieces will be part of the building design and will be installed during construction.

An Art Committee was formed as a subcommittee of the Library Advisory Committee, with representation from Aleutian Arts Council, and on August 6, 2019, this group selected artists whose work will be included in the Library Building Project, within the \$45,000 budget mentioned above. In addition to the Project Budget, the Committee asked Friends of the Library to consider funding one artist whose work, including installation materials and labor, will be \$8,500. Friends of the Library met on August 14, 2019, and they agreed to donate these funds.

Friends of the Unalaska Public Library is registered as a Non-Profit Corporation with the State of Alaska. They operate the book sale at the Unalaska Public Library, and their purpose is to support the Unalaska Public Library with volunteer labor, promote monetary gifts from members and the public, which support library services. In the past, they have primarily provided funding for library programs such as the Summer Reading Program.

**DISCUSSION:** Staff requested \$8,500 from Friends of the Unalaska Public Library to pay the artist and contractor to purchase and install artwork during construction of the Library Building Improvement Project in FY20. The artist who will be funded by Friends of the Library is Valisa Higman, and she will create cut paper art featuring an Alaskan spin on classic fairy tales, which will be built in to the expanded and improved Children's Room as part of this capital project.

**ALTERNATIVES:** Council may choose to accept the funding and add this artwork to the project; or not accept the funding and continue the project with this artwork covered by the general fund; or not accept the funding and ask the Art Committee to reconsider artist proposals with only the project budget of \$45,000 from the General Fund.

**FINANCIAL IMPLICATIONS:** None

**LEGAL:** None

**STAFF RECOMMENDATION:** Staff recommends approval of this budget amendment request, accepting \$8,500, which will provide additional artwork in the Children's Room of the Library Building Improvement Project at no cost to the City.

**PROPOSED MOTION:** I move to adopt Ordinance 2019-09 and schedule it for second reading and public hearing on September 10, 2019.

**CITY MANAGER COMMENTS:** I recommend Council approve Ordinance 2019-09.

**ATTACHMENTS:** None

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## MEMORANDUM TO COUNCIL

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To: Mayor and City Council Members  
From: Dan Winters, Director Department of Public Utilities  
Through: Erin Reinders, City Manager  
Date: August 27, 2019  
Re: Ordinance 2019-09, creating FY20 Budget Amendment #1, funding Phases III and IV of the Pyramid Water Treatment Plant Inline Micro Turbines Project in the amount of \$2,052,284

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**SUMMARY:** This Budget Amendment Request seeks Council's approval to fast track the transfer of \$2,052,284 in Water Proprietary Fund Revenue into MUNIS Project WA17C, the Pyramid Water Treatment Plant Inline Micro Turbines Project, in order to fund Phase III – Design, Permitting and Construction and Phase IV – Installation and Commissioning, originally scheduled for funding per the FY20-24 CMMP for FY2021.

**PREVIOUS COUNCIL ACTION:** Council awarded the Pyramid Water Treatment Plant design and construction in 2010-2014, which included reserved space in the new Plant for this Project. Council provided \$50,000 in Water Proprietary Revenue to create the Project via the FY2017 CMMP Ordinance 2016-12, adopted on May 24, 2016. Council approved the award of the Phase II Scoping, 15% Design and Equipment Manufacturer Selection Contract to Rentricity, Inc. via Resolution 2019-12 on March 12, 2019.

**BACKGROUND:** The end result of this project will be two Inline Hydroelectric Micro Turbines installed within the Pyramid Water Treatment Plant process piping to provide the necessary reduction in water pressure as the resource leaves the Plant while using the excess water pressure to produce electricity for Plant use. Staff let a Request for Qualifications to perform the Phase II work of Scoping, 15% Design and Equipment Manufacturer Selection. These services, awarded to Rentricity, Inc., utilized the entire \$50,000 allotted to the project via the FY2017 Capital Budget. No funds were approved for Phase III – Design, Permitting and Construction or Phase IV – Installation and Commissioning for FY2018 or FY2019, and the FY2020-2024 CMMP projected \$2,052,284 in funding for Phases III and IV would be needed in FY2021.

**DISCUSSION:** Rentricity, working with long-time City of Unalaska consulting engineering firms Boreal Controls, Inc. and Electric Power Systems, Inc. as subcontractors, produced drawings to a schematics level, worked with Staff to select an equipment manufacturer and estimated both costs and permitting requirements. There is no funding available to move the project forward to Phase III - full design and bidding documents preparation and construction, or Phase IV - installation and commissioning of the turbines. If we wait until FY21 to continue the effort, we will lose valuable momentum and may have to revisit the manufacturer selection and portions of the permitting evaluation.

Council agreed to the idea of pursuing projects with payback and this project very much meets that goal. The Rentricity team anticipates a 2.5 year payback and a 15-fold investment return over the life of the turbines. Delaying the next phases of the project is not in the best interests of the City if we truly want to move towards cost savings and return on investment as well as renewable energy solutions. Staff is requesting monetary funds in the amount of \$2,052,284, be

made available now, from the Water Proprietary Fund, for furtherance of the goal of producing electricity within the Pyramid Water Treatment Plant for in-house use.

**ALTERNATIVES:** Council could choose to wait to fund Phase III and IV of the project as the current CMMP allows or for funding only Phase III at this time.

**FINANCIAL IMPLICATIONS:** In the FY2021 CMMP, Staff requested \$1,588,975 for this project. This monetary amount was a predesign estimate and derived through an educated guess. The Proposed revised budget and request for the project is set forth below:

PYRAMID WATER TREATMENT PLANT INLINE MICROTURBINES PROJECT - MUNIS PROJECT WA17C - DPW PROJECT 17401						
ACCOUNT NUMBER	DESCRIPTION	ORIGINAL BUDGET	EXPENSED & ENCUMBERED	AVAILABLE BUDGET	THIS REQUEST	PROPOSED REVISED BUDGET
5112-5553-53240 WA17	Engineering and Architect	\$ 50,000	\$ 50,000	\$	\$ 250,700	\$ 300,700
5112-5553-53300 WA17	Other Professional Service	\$	\$	\$	\$ 218,000	\$ 218,000
5112-5553-54500 WA17	Construction Services	\$	\$	\$	\$ 820,213	\$ 820,213
5112-5553-55310 WA17	Telephone / Fax / TV	\$	\$	\$	\$ 500	\$ 500
5112-5553-55901 WA17	Advertising	\$	\$	\$	\$ 500	\$ 500
5112-5553-55912 WA17	Contingency	\$	\$	\$	\$ 153,771	\$ 153,771
5112-5553-57400 WA17	Machinery & Equipment	\$	\$	\$	\$ 558,600	\$ 558,600
	TOTALS:	\$ 50,000	\$ 50,000	\$	\$ 2,002,284	\$ 2,052,284

**LEGAL:** Not Applicable

**STAFF RECOMMENDATION:** Staff recommends Council adopt Ordinance 2019-09 to fund Phases III and IV of the Project to keep moving forward toward the goals of renewable energy sources and increased return on investment.

**PROPOSED MOTION:** I move to adopt Ordinance 2019-09 and schedule it for second reading and public hearing on September 10, 2019.

**CITY MANAGER COMMENTS:** I recommend Council approve Ordinance 2019-09.

**ATTACHMENTS:** None

CITY OF UNALASKA  
UNALASKA, ALASKA

ORDINANCE 2019-10

AN ORDINANCE OF THE UNALASKA CITY COUNCIL AMENDING CHAPTERS 3.04, 3.08, 3.12, 3.16, 3.20, 3.24, 3.28, 3.32, 3.36, 3.40, 3.44, 3.48, 3.52, 3.56, AND 3.60 AND ADOPTING A NEW CHAPTER 3.22, OF THE UNALASKA MUNICIPAL CODE TITLE 3 PERSONNEL

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

**Section 1: Form.** Sections 2-16 of this ordinance are a Code ordinance.

**Section 2: Amendment of Chapter 3.04.** Chapter 3.04 of the Unalaska Code of Ordinances is hereby amended to read as follows: [additions are underlined, deletions are ~~overstruck~~]

**§ 3.04.010 DEFINITIONS.**

In this title, unless otherwise provided for or the context otherwise requires:

(A) "Appointment" means the hiring of a new employee, the rehiring of a former employee or the promotion of an existing employee.

(B) "Acting appointment" means the appointment of an existing and qualified employee required to serve temporarily in and accept responsibility for work in an unoccupied or vacant higher level position, in addition to their current position, which, from the standpoint of the city's business, cannot be left unoccupied or vacant for any but the shortest period of time, no qualified applicant is available for its filling, announcement of the position is delayed, current employee is on extended leave, or for some other reason it is not feasible to make a regular appointment.

(C) "Anniversary Date" means the annual anniversary of the date of hire.

(D) "Anniversary Year" means the 364 days immediately following the date of hire and, thereafter, the 364 days immediately following subsequent anniversary dates.

(E) "Break in Service" means any period of absence of an employee from work as a result of resignation, retirement, termination, suspension (with or without pay), layoff, or leave without pay for 30 consecutive calendar days.

(F) "Class" means a group of positions sufficiently similar as to duties performed, scope of discretion and responsibility, minimum requirements of training, experience or skill, and such other characteristics that the same title, the same test of fitness and the same range of compensation apply to each position in the group.

(G) "Classification" means the process of obtaining adequate position descriptions, gathering necessary additional information, making comparison with other position descriptions and with class specifications, and finally, of taking official action by allocating a position to a particular class and of assigning a pay range.

(H) "Classification plan" means the orderly arrangement into classes of all positions in the city service.



(I) "Classified service" shall be comprised of all positions except those positions filled by persons who serve at the discretion of the City Manager or the City Council.

(J) "Demotion" means the change of an employee from a position in one class to a position in another class with a lower pay range.

(K) "Emergency" means a critical situation over which neither the employee nor the city has control.

(L) "Emergency Appointment" means an appointment, typically not to exceed 30 calendar days, which may be authorized by the City Manager, or his/her designee, without recourse to usual certification procedures. Emergency appointments are for unoccupied positions which, from the standpoint of the city's business, cannot be left unoccupied for any but the shortest period of time, usually when the current employee filling the position is on extended leave.

(M) "Employee" means any person in the employ of the city who is subject to this Personnel Ordinance and whose activities are directed by the city.

(N) "Employee with regular status" means an employee who has successfully completed the probationary period for their position.

(O) "Executive position" means a full-time or part-time position which involves principal responsibility for carrying out policies and programs, including, but not limited to the following:

- (1) City Manager;
- (2) Assistant City Manager;
- (3) All department directors;
- (4) City Clerk;
- (5) Chief of Police;
- (6) Fire Chief.

(P) "Executive employee" means an employee appointed to an executive position regardless of status and nature of appointment.

(Q) "Family members" means the employee's spouse or domestic partner, children or step children, son or daughter in-law, father, mother, parent or parent-in-law or stepparent, brother or brother-in-law, sister or sister-in-law, or grandfather, grandmother, grandparent, father in-law, or mother in-law. It also means other family members who reside permanently with the employee.

(R) "General personnel files" means all documents dealing with, but not limited to, recruiting, placement, benefits, administration, classification and pay plans, investigative correspondence, administrative investigation not related to specific employees or which do not result in disciplinary action, files, statements, reports, correspondence relating to investigations of violations of these rules, and general examination materials held by the city.

(S) "Grievance" means any dispute involving the interpretation, application or alleged violation of any section of this title, except for disputes which are expressly excluded from the grievance procedure.

(T) "Health care provider" means a dentist licensed under AS 08.36, a physician licensed under AS 08.64, ~~or a psychologist licensed under AS 08.86,~~ a naturopath licensed under AS 08.45, nurse licensed under AS 08.68, or a licensed Doctor of Chiropractic.

(U) "Just cause" means that sufficient justification exists for the proposed action against an employee with regular status. "Just cause" applies to behavior by an employee with regular status which is detrimental to the discipline, public image or efficiency of the city as an employer. As so defined, "just cause" includes, but is not limited to, a single instance of any one of the following:

- (1) Incompetence;
- (2) Inefficiency;
- (3) Lack of any of the qualifications required;
- (4) Insubordination;
- (5) Excessive absenteeism or tardiness;
- (6) Harassment of other employees or the public;
- (7) Violation of a city policy, procedure or regulation, which was known or reasonably should have been known to the employee;
- (8) Conviction of a crime involving moral turpitude;

(9) Substance abuse on the job; ~~or~~

(10) Misuse or abuse of city funds, work time, or position for personal gain; or

~~(11)~~ Any other conduct commonly recognized by reasonable persons as justification for serious discipline, including dismissal.

(V) "Layoff" means removal from active work status of an employee for reasons beyond ~~his/her~~ the employee's control that do not reflect discredit on ~~his/her~~ the employee's services, and where certain re-employment or other rights may exist.

(W) "Nonrepresented" means an employee, other than an executive employee, who is assigned to a position which is not represented by a bargaining agent.

(X) "Parallel class" means a class that is substantially similar to another class in duties, responsibilities and qualification requirements.

(Y) "Part-time appointment" means appointment to a regular part-time position ~~in which the work involved will usually total less than 40 hours a week.~~

(Z) "Personnel records" means those documents which reflect an individual's complete status as an employee from hiring to termination. Personnel records include, but are not limited to, the employee's application, reports of medical examinations, reports of results from employment investigations, reports of work performance, progress and disciplinary actions, personnel actions, employee withholding exemption certificates and survivor benefits forms.

(AA) "Position" means the duties and responsibilities assigned to an employee requiring full-time or part-time employment.

(BB) "Professional employee" means an employee whose work requires knowledge of an advanced type in a field of science or learning acquired through extensive specialized instruction or study who uses this education or training to perform daily work that requires the theoretical or practical application of this knowledge or training, and whose work requires the consistent exercise of discretion and judgment in its performance.

(CC) "Promotion" means a change in status of an employee from a position of one class to a position of another class having a higher salary range.

~~(DD) "Reappointment" means rehire of an employee in a different class than previously occupied or rehire of an employee more than one year after the date of last separation.~~ Reserved.

(EE) "Regular appointment" means appointment in the classified service for which completion of a probationary period is required.

(FF) "Regular full-time position" means a position established for providing city service on a full-time, ongoing basis into the indefinite future.

~~(GG) "Regular less than part-time position" means the same as regular full-time except that work involved will usually total less than 40 hours a week.~~ a position established as a full time equivalent position of less than 0.50 in which the work involved will usually total less than 20 hours per week. Such work may be of an irregular nature such as short shifts at various times and on various days of the week.

~~(HH) "Regular part-time position" means a position established as a full time equivalent position of 0.50 - 0.99 in which the work involved will usually total at least 20 hours per week and less than 40 hours a week.~~ Such work may be of an irregular nature such as short shifts at various times and on various days of the week.

(II) "Reinstatement" means replacement of an employee into a position in the same class occupied previously or a parallel class when there has been a break in service, for one of the following reasons:

(1) Timely return from military leave;

(2) Return to a position in a class an employee held when suspended, demoted or dismissed, after successful appeal;

(3) Return of an employee from authorized disability leave or leave without pay.

(JJ) "Seniority" means the period starting from the last date when the employee is hired. Seniority shall be terminated and the employee's service shall be broken under the following conditions:

(1) Resignation or retirement;

(2) Discharge or termination;

(3) Layoff in excess of one year;

(4) Failure to return from leave of absence or vacation on agreed date unless approval has been obtained from the ~~employer~~ immediate supervisor or Director.

(KK) "Separation" means cessation of the work relationship between the city and an employee for any reason including death, dismissal, layoff, resignation or retirement.

(LL) "Suspension" means ~~an enforced-being placed on~~ paid or unpaid leave for disciplinary reasons or pending investigation of charges made against an employee.

(MM) "Temporary or Seasonal appointment" means an appointment for short-term employment for not more than six consecutive months except where the City Manager, or ~~his/her~~ designee, grants an extension because of extenuating circumstances. These are typically positions that are recruited for in the City's standard recruitment process.

(NN) "Transfer" means a lateral movement from one position to another position in the same or a parallel class at the same range, without any break in service.

### **§ 3.04.020 AUTHORITY.**

The following policies and procedures are promulgated under the authority of the city, as a general law municipality.

### **§ 3.04.030 PURPOSE.**

(A) It is the purpose of this title to establish a personnel ordinance consistent with good ~~that shall improve the quality of personnel administration practices consistent with~~ such merit principles as:

(1) Recruiting, selecting and advancing employees on the basis of their relative ability, knowledge and skills, including open consideration of qualified applicants for initial appointment;

(2) Providing equitable and adequate compensation;

(3) Training employees, as needed, to assure high quality performance;

(4) Retaining employees on the basis of the adequacy of their performance, and separating employees whose inadequate performance cannot be corrected;

(5) Assuring fair treatment of applicants and employees in selection, promotion, training and all other aspects of personnel administration without regard to political affiliation, race, national origin, sex, age or religious creed and with proper regard for their privacy;

(6) Assuring that employees are protected against coercion for partisan political purposes and are prohibited from using their official authority for the purpose of interfering with or affecting the result of an election or a nomination for office.

(B) Proper organization and delegation of authority are essential to effective and efficient city government administration and management. The responsibilities and authorities delineated in this title are intended to establish clear understanding of the role that each segment of city government must play in order to create and administer a sound personnel program.

(C) It shall be the policy of the city to preserve confidentiality in matters touching on the reputation of all employees of the city and to protect each employee's right to privacy. To this end, personnel records shall be confidential and shall not be disclosed by an officer or employee of the city except as may be necessary for legitimate business reasons or as required by law. Only one set of personnel records shall be maintained. The official personnel records shall be maintained in a secure area by the Department of Administration. Nothing in this

subsection, however, shall abridge the right of any employee to disclose the contents of ~~his/her~~ the employee's own records.

#### **§ 3.04.040 SCOPE.**

(A) This title shall apply to all nonrepresented employees in positions in the classified service.

(B) Chapters 3.16, 3.20, 3.22, 3.40, 3.48, 3.52, 3.56 and 3.60 are the only portions of this title which apply to executive employees. In cases of conflict between Chapters 3.16, 3.20, 3.22, 3.40, 3.48, 3.52, and 3.60 and the discretionary powers of the City Manager under Chapter 3.56, the provisions of Chapter 3.56 shall govern.

(C) This title shall apply to represented employees unless the contract of the collective bargaining unit is in direct conflict with the title.

#### **§ 3.04.050 POLICE STANDARDS ACT.**

The Department of Public Safety shall be covered by this title and, ~~in addition, shall be covered~~ the applicable provisions of AS 18.65 and by the rules and regulations of the State of Alaska Police Standards Council in the Police Standards Act.

#### **§ 3.04.060 AMENDMENTS.**

Amendments to this title shall be made by ordinance. ~~Copies~~ Access to of any amendments shall be ~~distributed~~ provided to each employee. ~~for insertion in his/her copy of the title~~

#### **§ 3.04.070 CITY COUNCIL RESPONSIBILITY AND AUTHORITY.**

The City Council shall have overall responsibility and authority regarding personnel matters as set forth in this title including, but not limited to, the following:

- (A) Approve the city's budget including requests for personnel management funds;
- (B) Approve personnel ordinance; and
- (C) Approve all collective bargaining agreements and individual employment agreements.

#### **§ 3.04.080 CITY MANAGER RESPONSIBILITY AND AUTHORITY.**

The City Manager shall have the responsibility and authority to:

- (A) Administer the personnel ordinance approved by the City Council; and
- (B) Establish personnel policies and procedures where needed in order to ensure more precise and consistent execution of this personnel ordinance.

#### **§ 3.04.090 PERSONNEL RECORDS.**

(A) An employee shall have access to ~~his/her~~ the employee's own personnel records or to any information pertaining to him/her which is maintained in the personnel records by the Department of Administration at any reasonable time. Such personnel records shall be held confidential to the extent permitted by this title, Chapter 2.72 of this code, and other applicable laws.

(B) A record of all disciplinary actions must be contained in the employee's personnel records.

(C) Any authorized person examining personnel records shall sign for the personnel records, and the signature shall be dated.

(D) Review of all personnel records shall be conducted in the presence of the City Manager, or ~~his/her~~ designee, and no documents shall be removed without the specific approval of the City Manager, ~~or his/her~~ designee.

(E) All documents placed in an employee's personnel file which ~~pertain in any way to~~ document an employee's disciplinary action history shall first be initialed by the employee. An employee's initials shall indicate only that the employee has seen the document and shall not indicate an employee's agreement with the contents of the document. In the event an employee refuses to initial or sign a document, the Personnel Officer shall so note in the file.

(F) The Personnel Officer shall ensure that no document is placed in an employee's personnel file that has not been seen and/or signed or initialed by the employee.

**Section 3: Amendment of Chapter 3.08.** Chapter 3.08 of the Unalaska Code of Ordinances is hereby amended to read as follows: [additions are underlined, deletions are ~~overstruck~~]

#### **§ 3.08.010 POLICY OF RECRUITMENT.**

It shall be the policy of the city to recruit and select the most qualified persons for positions in city service. It shall be the responsibility of the City Manager to insure that this policy is carried out by the following means:

(A) Conduct recruitment and selection in an affirmative manner to insure open competition;

(B) Provide equal employment opportunity;

(C) Prohibit discrimination because of race, age, politics, religion, sex, national origin, mental or physical handicap, or any other non-merit factors.

#### **§ 3.08.020 RECRUITMENT.**

The City Manager, or ~~his/her~~ designee, shall develop and conduct an active recruitment program designed to meet current and projected personnel needs. Recruitment will be tailored to the various classes of positions to be filled and will be directed to sources likely to yield qualified candidates.

#### **§ 3.08.030 JOB ANNOUNCEMENTS AND PUBLICITY.**

In order to attract an adequate number of candidates for present or anticipated vacancies and to permit successful competition with other employees, the City Manager, or ~~his/her~~ designee, will issue job announcements and otherwise publicize vacancies. All job announcements shall include the job title, salary range, job qualifications and requirements, ~~date the time~~, place and manner of completing applications, selection devices to be used in determining the successful applicant, and other pertinent information. Publicity for all job vacancies shall be conducted for a sufficient period of time to insure reasonable opportunity for persons, both internally and externally, to apply and to be considered for employment. Job vacancies shall be formally announced for at least ten working days prior to the closing date for filing applications listed on the job announcement. If an insufficient number of qualified and satisfactory applicants ~~and/or~~

~~unsatisfactory applications have applied by the closing dates as a result of closing the position, the announcement can be re-advertised for another period. The first five working days of the ten working day filing period may be restricted to applications from current city employees. At the completion of this five day period, city applicants may be hired for the vacant position.~~

### **§ 3.08.040 APPLICATION FORM.**

All applications for employment shall be made on forms prescribed by the City Manager, or ~~his/her~~ designee. Such forms may require background information to include training, experience and other pertinent information. All applications must be signed, and the City Manager, or ~~his/her~~ designee, may require proof of statements. Application forms shall not elicit any information concerning age, race, political affiliation, sex, religion, the existence of any mental or physical disability, or national origin.

### **3.08.050 REJECTION OF APPLICANTS.**

(A) The City Manager, or ~~his/her~~ designee, may reject any application which indicates that the applicant does not have the minimum qualifications established for the position. Applications may also be rejected if the applicant:

(1) Has deliberately falsified any information on the application form;

(2) Is unable even with reasonable accommodations by the city (as the term “reasonable accommodations” is interpreted for purposes of the Americans with Disability Act, 42 USC 12101 et seq.) to meet the physical or other requirements which have been demonstrated as required to perform the work of the position;

(3) Does not meet the legal age limits or other requirements established by state law; or

(4) Has established an employment record which indicates an unsuitability for the position.

(5) Receives a positive result on a pre-employment drug and/or alcohol test.

(6) For any other legitimate business reason which indicates the applicant does not meet the requirements for the position.

(B) Whenever an application is rejected, notice of such rejection shall be promptly made in writing to the applicant.

### **§ 3.08.060 SELECTION DEVICES.**

The City Manager or ~~his/her~~ designee shall be responsible for determining the selection device to be used to obtain the best qualified candidate for each class of positions. Selection devices may be utilized separately or in various combinations as appropriate to the class and to available personnel resources. Such selection devices may include interviews, work samples, performance tests, or written tests, background and reference inquiries, and evaluation of training and experience.

**Section 4: Amendment of Chapter 3.12.** Chapter 3.12 of the Unalaska Code of Ordinances is hereby amended –to read as follows: [additions are underlined, deletions are ~~overstruck~~]

## **CHAPTER 3.12: APPOINTMENTS**

Section

- 3.12.010 Appointments allowed
- 3.12.020 Acting appointment
- 3.12.030 Emergency appointment
- 3.12.035 Temporary or Seasonal appointment
- 3.12.040 Part-time appointment
- ~~Reserved~~ 3.12.050 Less than part-time appointment
- 3.12.060 Selection of current employees
- 3.12.070 Probation
- 3.12.080 Probation for former and current employees
- 3.12.090 Status upon completion of probation

**§ 3.12.010 APPOINTMENTS ALLOWED.**

The following types of appointments and positions as defined in § 3.04.010 may be made:

- Acting Appointment
- Emergency Appointment
- Temporary or Seasonal Appointment
- Part-time Appointment
- Less than Part-time Appointment
- Regular Appointment
- ~~Seasonal Appointment.~~

**§ 3.12.020 ACTING APPOINTMENT.**

An acting appointment of expected duration of five working days or more requires the prior written approval of the City Manager.

**§ 3.12.030 EMERGENCY APPOINTMENT.**

Emergency appointments shall be made only in case of an unforeseen emergency and when necessary to prevent impairment of city service. Emergency appointments are not entitled to any fringe benefits.

**§ 3.12.035 TEMPORARY OR SEASONAL APPOINTMENT.**

Temporary or seasonal appointments shall be made after completion of a regular recruitment process. Temporary and seasonal appointments are not entitled to any fringe benefits.

**§ 3.12.040 PART-TIME APPOINTMENT.**

A part-time appointment may be made to any position.



**§ 3.12.050 LESS THAN PART-TIME APPOINTMENT RESERVED.**

A less than part-time appointment may be made to any position. Less than part-time appointments are not entitled to any fringe benefits.

**§ 3.12.060 SELECTION OF CURRENT EMPLOYEES.**

(A) *Reinstatement.*

(1) *Return from military leave.* A city employee who returns from military leave in a timely manner shall be reappointed in accordance with applicable law.

(2) *Rehire after layoff.* An employee with regular status who has been laid off may be rehired within one year from the effective date of layoff.

(3) *Reinstatement as a result of successful appeal.* An employee who has been dismissed, demoted or suspended for insufficient reasons, as determined through ~~arbitration~~ appeal, may be reinstated as specified in the appeal decision ~~arbitration award~~.

(B) *Promotion.* Vacancies in the classified service may be filled by promotion whenever practicable and in the best interest of the city. Promotions shall be based upon merit and shall be made in accordance with the procedures established in ~~these rules~~ this title. Major factors in determining promotions are:

(1) Establishing that employee meets the minimum qualifications of the recruitment announcement;

(2) Results of competitive examination when applicable;

(3) Personnel evaluation reports;

(4) Education, experience and training;

(5) Length of service.

(C) *Transfer.* An employee may be transferred within a department, or from one department to another with the consent of the employee, the Department Director, and the City Manager.

(1) An employee hired by a temporary appointment may not be transferred to a regular position.

(2) An employee who desires a transfer shall send a written request to the Department Director, the City Manager, and the Personnel Officer.

(3) A pregnant employee may request a transfer as allowed by applicable law.

(D) *Demotion.* An employee may be demoted into a lower level position vacancy for which the employee is qualified for lack of work, for cause, or at the employee's request. If an employee requests a demotion in writing the Department Director, with the approval of the City Manager, may make such a demotion. In such cases, the demotion will be deemed to have been made on a voluntary basis.

**§ 3.12.070 PROBATION.**

During the probationary period the ~~individual employee~~ demonstrates their ability and fitness to perform their job. During the probationary period, the employee is an at-will employee and

can be disciplined, demoted, dismissed or separated from their position for any reason with or without just cause and without recourse to the grievance procedure. The probationary period for regular full or regular part time employees varies from six months for some classes of positions to 12 months for others for regular full or part time employees. Probation does not apply to a emergency, seasonal, or temporary appointment appointments. Employees hired by emergency, seasonal or temporary appointment are at will employees.

### **§ 3.12.080 PROBATION FOR FORMER AND CURRENT EMPLOYEES.**

(A) Employees rehired after layoff shall be subject to a probationary period only to the extent of completing any previously incomplete probationary period, except that employees re-employed to a position in a different class or department shall be subject to a full probationary period consistent with the position to which placement has been made.

(B) An employee promoted to a position shall complete a probationary period of 3 months if the position to which they are promoted is non-supervisory or a probationary period of 6 months if the position to which they are promoted is supervisory of six months in the position to which they are promoted.

(C) When an employee transfers to a different position in the same class within a department, a new probationary period shall be served. When an employee transfers from one department to another a new probationary period designated for the class of the position to which transfer has been made shall be served.

~~In the above two cases, †~~The probation period shall be 3 months if the position to which they are transferred is non-supervisory or a probationary period of 6 months if the position to which they are transferred is supervisory ~~be six months.~~

(D) When an employee is demoted to a position in a class where they previously held regular status, no probationary period shall be served, except in the case of demotion for disciplinary reasons in which case the demoted employee shall serve a new, full probationary period consistent with the class of the position to which placement has been made. When an employee is demoted to a position in which they did not hold regular status, any remaining portion of the original probationary period shall be served.

(E) The employee in a reassigned position, whether by reclassification or range change, shall not serve a new probationary period.

(F) No probationary period shall be required when serving in an acting appointment. An employee initially serving in an acting appointment who is then promoted directly into that position shall have acting time count toward completion of probation.

### **§ 3.12.090 STATUS UPON COMPLETION OF PROBATION.**

(A) Regular appointment to a position in the classified service shall be made only upon satisfactory completion of the probationary period. Unless action is taken by the Department Director with the approval of the City Manager to dismiss, separate or demote the employee or to request extension of the probationary period prior to the end of the probationary period, the appointment shall become a regular appointment and the employee shall become an employee with regular status on the first working day following completion of the probationary period.

(B) The probationary period of an employee may be extended for a period of time usually not to exceed three months. Notice of such extension and the reasons for it shall be given in writing to the employee prior to the end of the established probationary period.

(C) At any time during the probationary period, an employee who has not completed their probationary period may be disciplined, dismissed, demoted, or separated from their position for any reason with or without just cause and without recourse to the grievance procedure. Written notice shall be given to the probationary employee prior to taking action.

**Section 5: Amendment of Section 3.16.040** Section 3.16.040 of the Unalaska Code of Ordinances is hereby amended— to read as follows: [additions are underlined, deletions are ~~overstruck~~]

### **§ 3.16.040 DEVELOPMENT AND ADMINISTRATION.**

(A) The City Manager, or ~~his/her~~ designee, shall analyze and evaluate the duties, responsibilities and qualifications required for each position in the classification plan and then assign each position to the appropriate class. Any employee who believes the position classification of his/her position to be incorrect may request a review by the City Manager.

(B) The City Manager shall periodically (but no less often than every ~~seven~~ three years) review the classification plan and shall make a report to the City Council. The purpose of such review and report shall be:

(1) To ascertain whether or not the classification plan accurately reflects existing conditions;

(2) To determine the accuracy of class specifications; and

(3) To assure that positions are properly classified.

The City Manager shall recommend to the City Council changes needed in the classification plan to keep it current.

(C) When a new position is proposed or established, the Department Director shall provide a written position description to the City Manager, or ~~his/her~~ designee, who shall determine the proper classification or prepare a new classification description if an appropriate classification does not exist.

(D) Whenever the duties of a position change, the City Manager, or the Manager's designee, shall review the matter and, if necessary, reclassify the position to the appropriate class. In considering whether to reclassify any position, the City Manager shall be provided a written request for reclassification by the Director of the Department in which the position is located. The City Manager shall issue a written procedure governing reclassification requests and the information that must be provided to the City Manager by the Department Director. The City Manager shall notify the City Council of any pending reclassification request before acting on the request. In making a decision on any reclassification request, the City Manager shall consider the potential impacts of reclassification on all Departments of the city. Any reclassification shall not be effective until the first date of the pay period following the effective date of either a budget amendment or a budget ordinance appropriating funds for the reclassified position. Reclassification shall not be used to avoid the provisions of the personnel policy dealing with layoffs, demotions, promotions or dismissals.

~~(E) Classification actions shall be effective on the first date of the pay period following a classification determination.~~

**Section 6: Amendment of Chapter 3.20.** Chapter 3.20 of the Unalaska Code of Ordinances is hereby amended –to read as follows: [additions are underlined, deletions are ~~overstruck~~]

**CHAPTER 3.20: EMPLOYEE DEVELOPMENT PROGRAM**

Section

3.20.010 Purpose of employee development program

3.20.020 Development and administration

3.20.030 Program elements

**§ 3.20.010 PURPOSE OF EMPLOYEE DEVELOPMENT PROGRAM.**

The purpose of the employee development program shall be to foster and promote the training and development of employees in order to:

- (A) Improve the quality of services rendered to the city;
- (B) Equip employees for career advancement within the city service; and
- (C) Provide a reservoir of occupational skills necessary to meet current and future employment needs.

**§ 3.20.020 DEVELOPMENT AND ADMINISTRATION.**

The City Manager, ~~or his/her~~ designee, shall have overall responsibility for the development, administration and coordination of the employee development program.

**§ 3.20.030 PROGRAM ELEMENTS.**

The City's Employee Development Program will include elements such as the following:

- (A) The ability to earn and maintain applicable occupational or professional certifications as departmental staffing and budgets allow;
- (B) The opportunity to receive tuition assistance with relevant coursework in accordance with city policy and as departmental budgets allow;
- (C) Potential to attend professional conference and training events as departmental staffing and budgets allow;
- (D) Supervisory, management, and leadership training for managers, supervisors and directors;
- (E) Periodic onsite review of new, updated, or mandated city policies and procedures or regulations;
- (F) Special onsite training on timely and relevant topics.

**Section 7: Amendment of Title 3.** Title 3 of the Unalaska Code of Ordinances is hereby amended by adoption of a new Chapter 3.22 to read as follows:

**§ 3.22.010 PURPOSE OF SAFETY PROGRAM.**

The purpose of the safety program is to protect the lives and property of city residents and to provide a safe work environment for employees with minimal property damage, accidents, injuries and illness. All employees shall be provided with a work place adhering to the standards of the Occupational Safety and Health Act (OSHA).

**§ 3.22.020 DEVELOPMENT AND ADMINISTRATION.**

- (A) The City shall make reasonable provisions to ensure that work places are free from safety and health hazards. No employees shall be required to perform unsafe and/or illegal work, or be directed to do so by another employee. The City will protect any employee who comes forward with information about having been directed to perform illegal or unsafe work from retaliation.
- (B) The City will establish ongoing health and safety training and education for all employees. The City shall furnish such safety equipment as is reasonably necessary for the safety of employees.
- (C) Responsibilities for safety are shared, specifically:
  - (1) The City Manager or designee is responsible for the leadership of the safety program and shall be responsible for its effectiveness and improvement.
  - (2) Departmental Directors, supervisory personnel, and lead workers are responsible for developing the proper attitudes toward safety in themselves and in those they supervise, and for ensuring that all operations are performed with the utmost regard for the safety of all individuals involved, including themselves.
  - (3) Employees are responsible for genuine cooperation with all aspects of the safety program, including compliance with all rules and regulations and for continuously practicing safety while performing their duties.

**§ 3.22.030 PROGRAM ELEMENTS.**

The City's Safety Program will include elements such as the following:

- (A) Providing mechanical and physical safeguards to the maximum extent that it is reasonable;
- (B) Conducting a program of safety surveys to attempt to find and eliminate unsafe working conditions or unsafe practices, to control health hazards, and to fully comply with the relevant safety and health standards;
- (C) Training all employees in good safety practices;
- (D) Providing necessary personal protective equipment and instructions for its use and care whenever reasonably necessary at city expense;
- (E) Developing and enforcing safety rules, and requiring that employees cooperate with these rules as a condition of employment;
- (F) Investigating incidents to find their cause and to correct the problem.

**§ 3.22.040 SAFETY COMMITTEE.**

A Safety Committee, consisting of at least one representative from each department who will serve as a liaison between the department and the committee, shall be established. The safety committee shall periodically:

- (A) Review safety and loss prevention programs; city and departmental policies and procedures and departmental manuals;
- (B) Conduct safety surveys of city facilities and make appropriate recommendations to the city manager;
- (C) Review and evaluate departmental safety issues, inspection reports, accident and incident reports, complaints, make suggestions and recommendations regarding safety operations and training programs, plan and implement safety incentive programs, provide status of progress towards past goals and objectives, and make appropriate recommendations regarding new goals and objectives;
- (D) Serve as a source of safety information for their department and as a departmental contact for the City Manager or designee for safety matters.

**Section 8: Amendment of Chapter 3.24.** Chapter 3.24 of the Unalaska Code of Ordinances is hereby amended to read as follows: [additions are underlined, deletions are ~~overstruck~~]

**§ 3.24.010 ADMINISTRATION.**

The City Manager, ~~or his/her~~ designee, shall advise and assist employees, rating officers, and reviewing officers to see that performance evaluation procedures are conducted in accordance with the provisions stated in this chapter.

**§ 3.24.020 PURPOSE OF EMPLOYEE PERFORMANCE EVALUATION PROGRAM.**

The primary purpose of the employee performance evaluation program is to inform employees how well they are performing and to offer constructive criticism on how they can improve their work performance. Performance evaluation shall also be considered in decisions affecting salary advancement, promotions, demotions, dismissals, order of layoff, order of reemployment, placement and training needs. ~~Nothing in this section shall be construed as changing the nature of the employment from that of at-will employment.~~

**§ 3.24.030 PERIODS OF EVALUATION.**

All performance evaluations shall be in writing, with one copy given to the employee and one copy to be placed in the employee's personnel file. Each employee's performance shall be evaluated at the following periods:

- (A) ~~End of p~~Probationary period~~Period.~~ Each employee appointed to a regular full-time, regular part-time, or regular less than part-time position shall be evaluated prior to or near the conclusion of their at-will probationary term. An evaluation shall be completed and documented by the employee's direct supervisor or designee and submitted to the personnel officer. The employee must have at least an overall satisfactory evaluation in order to become a regular employee. Failure to have at least an overall satisfactory evaluation can result in an extension of the probationary period or termination.~~Each employee appointed to a regular full-time, regular part-time, or regular seasonal position may be evaluated at the end of the completion of the~~

~~probationary period. The employee must have an overall evaluation of at least satisfactory in order to become a regular employee.~~

~~(B) *Annual.* Each employee in a regular full-time, or regular part-time position, or regular less than part-time position shall receive an annual performance evaluation, generally between April and May. A regular seasonal employee shall receive an evaluation at the end of their seasonal assignment. The employee's performance must be rated at least satisfactory in order to be eligible for a merit increase. The granting of an annual wage increase is a merit increase based on performance and not an automatic longevity increase.~~

~~(C) *Special.* A special performance evaluation may be completed whenever there is a significant change either upward or downward in the employee's performance or to initiate a 360 Performance Review as a supplemental tool to obtain performance feedback.~~

~~(D) *Exception.* If an employee's initial evaluation has been conducted after November 1 and before April 1, the next evaluation will be completed in October unless an earlier evaluation is requested by either the supervisor or employee.~~

### **§ 3.24.040 PERFORMANCE EVALUATIONS.**

~~(A) *Annual Performance.* The annual performance evaluation is a key component of employee development and is intended to be a fair and balanced assessment of an employee's performance. The object of the annual review is to provide all regular employees and their supervisors an opportunity to:~~

- ~~1) Discuss job performance and identify areas of potential improvement;~~
- ~~2) Set goals for professional development;~~
- ~~3) Establish objectives for contributing to the department and City's overall mission;~~
- ~~4) Discuss expectations and accomplishments; and~~
- ~~5) Review job descriptions to ensure accuracies in tasks being expected.~~

~~(B) *City Manager Responsibility.* The City Manager or designee is responsible for issuance of forms and procedures concerning all aspects of performance evaluations.~~

~~(AC) *Rating officer/Supervisor Responsibility.* The rating officer shall be the Annual evaluations must be done by an employee's immediate supervisor. If circumstances are such that it is not feasible for the immediate employee's supervisor to be the rating officer, the City Manager/Director may designate a different rating officer/supervisor. The rating officer shall be responsible for completing a performance evaluation report at the time prescribed for each employee under his/her their supervision. The supervisor's role is to help the employee grow professionally by identifying performance improvement opportunities.~~

~~(BD) *Reviewing officer/Director or Designee Responsibility.* The reviewing officer/Director or assigned designee shall be the rating officer's immediate supervisor. The reviewing officer shall review the performance evaluation report completed by each rating officer/supervisor or under his/her jurisdiction in the Department before the report is discussed with the employee. The reviewing officer shall consider the performance evaluations completed by the rating officer when evaluating the rating officer's performance. It is the responsibility of the Director to ensure the Supervisor has fairly and accurately completed the employee's performance in its entirety and suggest any changes necessary. If the performance evaluation report has been initially completed by a Department Director, the reviewing officer shall be the City Manager or designee.~~

~~(E) Personnel officer~~Human Resources Manager Responsibility. The Human Resources Manager is responsible for reviewing the ~~After completion of the draft performance evaluation as completed by the rating officersupervisor and the reviewing officerdirector~~ after the report has been discussed, ~~and prior to the discussion with the employee, the evaluation shall be forwarded to the personnel officer for review.~~ The Human Resources Manager may provide assistance in the development or review of a draft performance evaluation. The Human Resources Manager has the authority to suggest changes to the supervisor and director if deficiencies in the evaluation are identified and to suggest improvements to the supervisor and director for future performance reviews.

(F) 360 Performance Reviews. 360 Performance Reviews are in intended to allow for an opportunity for comments about management's performance from a variety of sources to aid in the review of Supervisors, Directors, and Managers.

1. Those asked to complete a 360 Performance Review will not be identified to the individual being evaluated and will have direct knowledge and interact routinely with the person being reviewed.
2. All information included in the review shall be true and include concrete data that focuses on attitude, teamwork, ability and communication.
3. The information provided to the employee being reviewed will be a summary without names or dates and is provided to help the individual understand their strengths and weaknesses and contribute insights into aspects of their work. 360 Performance Reviews shall not be the basis for any disciplinary action or determination of eligibility for a merit increase but can be the basis for initiation of an administrative investigation. A 360 performance review will be included in the employee's personnel records.

#### **§ 3.24.050 REVIEW OF PERFORMANCE REPORT.**

~~The rating officer~~ personnel completing the performance evaluation shall discuss the performance evaluation report with the employee before the report is made part of the employee's permanent record.

#### **§ 3.24.060 UNSATISFACTORY EVALUATION.**

Employees who receive an overall rating of unsatisfactory on their annual evaluation shall not be eligible to receive a merit increase, and may be subject to appropriate measures necessary to bring performance up to acceptable standards, including demotion or termination based on an inability to satisfactorily perform the necessary and essential functions of the job.

#### **§ 3.24.070 EXCLUSION OF EVALUATIONS FROM GRIEVANCE PROCEDURE.**

Performance evaluations and 360 performance reviews shall not be subject to the grievance procedure set forth in Chapter 3.36; however an employee shall be allowed to submit written comments responding to that employee's performance evaluation or 360 performance review. Such comments shall be submitted within five working days from the date the ~~rating officer~~person completing the report discusses the performance evaluation report or 360 performance review with the employee. Such comments shall be included with the performance evaluation in the employee's personnel records.

**Section 9: Amendment of Chapter 3.28.** Chapter 3.28 of the Unalaska Code of Ordinances is hereby amended– to read as follows: [additions are underlined, deletions are ~~overstruck~~]

### **CHAPTER 3.28: DISCIPLINARY ACTIONS**



Section

3.28.010 General policy

3.28.020 Forms of discipline

3.28.030 Disciplinary reporting

3.28.040 Investigations

**§ 3.28.010 GENERAL POLICY.**

(A) —The City Manager, or the Manager's designee, shall approve all disciplinary actions concerning suspension, demotion or dismissal prior to the action, unless, in the judgment of the Department Director, immediate disciplinary action is required. The basis for taking immediate action shall be limited to reasons of just cause or of immediate danger to the health, safety or welfare of city employees or the public. In instances of immediate disciplinary action, the Department Director shall have the authority to suspend the employee (with or without pay) pending investigation and approval of the action by the City Manager. Nothing in this chapter shall be construed as changing the nature of probationary employment from that of at-will employment.

(B) The City Attorney shall be consulted prior to any dismissal.

**§ 3.28.020 FORMS OF DISCIPLINE.**

Progressive discipline shall be followed when practicable. When the severity or frequency of the inappropriate conduct warrants and it is in the best interest of the city, any of the following forms of discipline may be imposed at any time so long as such discipline is supported by just cause:

- (A) Oral reprimand;
- (B) Written reprimand;
- (C) Suspension with or without pay and with or without conditions on reinstatement;
- (D) Demotion when possible and applicable to the situation; and
- (E) Dismissal.

This section does not apply to probationary employees.

**§ 3.28.030 DISCIPLINARY REPORTING.**

(A) All disciplinary actions shall be maintained in the employee's personnel file for the entire duration of the employee's employment and per the City's retention policy. All disciplinary actions shall be documented on a disciplinary action report form provided by the City. A record of the date, time and subject of an oral reprimand shall be maintained. The employee shall be given an opportunity to review the report with ~~his/her~~ the employee's Department Director. If the employee disagrees with the acts or conclusions contained in the report, ~~he/she~~ the employee shall be permitted to submit, within five working days after reviewing the report ~~with his/her~~ Department Director, a statement of disagreement. The statement shall clearly and concisely set forth the employee's reasons for disagreeing with the report. One copy of the employee's statement shall be appended to the report and shall become a part of it. If the employee has no

comment or has not responded within the required time frame, it shall be so noted and the report shall be forwarded to the City Manager, or ~~his/her~~ designee.

(B) The Department Director may, if appropriate, complete periodic reviews of the employee's progress in correcting the cause of the original discipline. Such reports shall be made a part of the employee's personnel file for the entire duration of the employee's employment and per the City's retention policy.

#### **§ 3.28.040 INVESTIGATIONS.**

(A) The City Manager or designee may investigate the conduct of any employee with or without notice to the employee being investigated.

(B) Any employee may be required to cooperate with an investigation including participation in an interview conducted by the Human Resources Manager or designee. Failure to cooperate with an investigation may be grounds for disciplinary action.

(C) Any discipline imposed based on an investigation will follow applicable procedures of Chapter 3.36.

(D) Regardless of whether the conduct of any employee is being investigated, any supervisor or the Human Resources Manager may ask an employee about any matter relating to city business. Failure to cooperate with such inquiries may be grounds for disciplinary action.

**Section 10: Amendment of Chapter 3.32.** Chapter 3.32 of the Unalaska Code of Ordinances is hereby amended to read as follows: [additions are underlined, deletions are ~~overstruck~~]

#### **§ 3.32.010 RESIGNATION.**

(A) An employee ~~at wage range nine or above~~ who desires to resign and serves as a deputy director, supervisor or manager shall give at least 30 days written notice to ~~his/her~~ the employee's immediate supervisor. An employee ~~at wage range eight or below~~ who desires to resign and does not serve as a deputy director, supervisor or manager shall give at least two weeks written notice to ~~his/her~~ the employee's immediate supervisor. The period of notice may be reduced or waived by the City Manager. The notice of resignation shall become part of the personnel files.

(B) An employee may withdraw ~~his/her~~ their resignation prior to the effective date stated in the notice of resignation only with the written approval of the Department Director and the City Manager.

(C) Failure to give adequate notice shall be noted on the employee's separation documents.

(D) The effective date of termination pursuant to a notice of resignation shall be the last day on which the employee works, or utilizes previously approved accrued leave.

#### **§ 3.32.020 LAYOFF.**

(A) Layoff may be appropriate due to the following:

(1) Elimination of a position in the work force;

(2) Failure of an employee to successfully complete the probationary period following promotion or transfer when the City Manager determines that there is no other position available for which the employee is qualified;

(3) Material change in the duties of the position for which the employee lacks the necessary skills, knowledge or aptitude when the City Manager determines that there is no other position available for which the employee has the necessary skills, knowledge or aptitude;  
or

(4) Completion of a temporary appointment; or

(5) Any legitimate business reason.

(B) When it is appropriate to layoff employees, the Department Director shall decide which employees are to be laid off, and shall report ~~his/her~~their findings and recommendations to the City Manager. Employee performance shall be the major factor in determining the order in which employees are ~~released~~laid off. Employees who are laid off shall be given preference when new appointments are made.

(C) A layoff of more than one year shall constitute a break in service for the purpose of preferential appointment under ~~the personnel ordinance~~this title.

(D) Employees who are laid off shall be given either 30 days written notice before being laid off or 160 hours of severance pay.

### **§ 3.32.030 MEDICAL SEPARATION.**

An employee who is unable to return to work following expiration of approved family and medical leave or disability leave without pay shall be separated in good standing from city employment.

**Section 11: Amendment of Chapter 3.36.** Chapter 3.36 of the Unalaska Code of Ordinances is hereby amended to read as follows: [additions are underlined, deletions are ~~overstruck~~]

### **§ 3.36.010 SCOPE.**

This chapter shall not apply to represented employees or employees who have not successfully completed the probationary period at the time of the alleged action or omission, or to disputes involving a performance evaluation. Sections 3.36.020 and ~~3.36.030~~ shall not apply to employees who have ~~requested and~~ received a pre-disciplinary hearing.

### **§ 3.36.020 GRIEVANCE PROCEDURE.**

Any employee having a problem regarding employment shall first discuss the problem with the immediate supervisor. If the problem is not settled, and it can be defined as a grievance as set forth in § 3.04.010(S), the employee has the right to present a grievance in accordance with the procedures and within the time limits set forth in this chapter. The time limits set forth in this chapter ~~procedure~~ may be extended in writing by mutual agreement of the parties.

(A) *Step 1.* The aggrieved employee shall discuss the grievance with their immediate supervisor. If the grievance cannot be resolved informally through discussion, it shall then be reduced to writing as a formal grievance, and the written grievance shall be submitted to the Department Director. The written grievance must be submitted within ten calendar days of the date that the employee knows or has reason to know of the conduct or actions upon which the

grievance is based. Failure to notify the city within this time limit shall constitute a bar to further action on the alleged grievance. The written grievance shall describe the actions or omissions that are alleged to constitute improper conduct by the city and shall indicate the rule or rules that have allegedly been misapplied, misinterpreted or violated by the city.

(B) *Step II.* Upon receipt of a written grievance, a Department Director shall notify the City Manager and Human Resources Manager and, within 14 calendar days, respond in writing to the employee. If the Department Director fails to respond to the employee's written grievance within this time limit, the grievance shall proceed to Step IV without further action of the employee.

(C) *Step III.* Upon receipt of the Department Director's response, the employee shall have 14 calendar days to appeal the decision in writing to the City Manager. If the employee fails to appeal the Department Director's decision within this time limit, such failure to respond shall serve to declare the grievance as settled based upon the Department Director's decision.

(D) *Step IV.* Within 14 calendar days of receipt of a written appeal of the decision of the Department Director, the City Manager, or his/her designee, shall review the matter and respond in writing to the employee's grievance.

(E) Nothing in this section shall be construed to prevent settlement of a grievance by mutual agreement of the parties at any time.

~~(E) *Step V.* Upon receipt of the City Manager's decision, the employee shall have 14 calendar days to submit a written request for arbitration to the City Manager. If the employee fails to file a written request for arbitration within this time limit, such failure shall serve to declare the grievance as settled based upon the City Manager's decision.~~

### **§ 3.36.030 [RESERVED] ARBITRATION.**

~~(A) If a timely request for arbitration is received, the City Manager, or his/her designee, and the employee shall meet within five days to agree on a mutually acceptable arbitrator. If no agreement can be reached at such a meeting, the parties shall select an arbitrator by the striking method from a list of arbitrators. This list will be supplied to the parties by the Federal Mediation and Conciliation Service and will have at least five names. The arbitrator shall be selected within five days from receipt of the list. Arbitration shall commence as soon as possible following the appointment of the arbitrator.~~

~~(B) The arbitrator shall conduct a hearing according to generally accepted procedures for grievance arbitration. The arbitrator shall have no authority to add to, alter, delete or modify any statute, regulation, ordinance or labor agreement or to issue any award on a matter not raised in the grievance filed by the employee. The arbitrator shall not make any award involving payment to a party for events, actions or omissions preceding the events, actions or omission recited in the grievance. The expenses of the arbitrator shall be borne by the city. The expenses of each party in presenting its case to the arbitrator shall be borne by the respective party. The decision of the arbitrator shall be final and binding on all parties and shall only be subject to appeal to the Superior Court in accordance with applicable law. Either party may make application to the Superior Court to enforce a decision of the arbitrator.~~

~~(C) Nothing in this section shall be construed to prevent settlement of a grievance by mutual agreement of the parties at any time.~~

~~(D) Submission of a grievance to arbitration shall not act as a stay of any action unless a stay is expressly approved by the City Manager.~~

### § 3.36.040 PRE-DISCIPLINARY HEARING.

A dismissal, demotion with reduction in pay or suspension without pay for ~~greater than ten days~~ of an employee in the classified service with regular status shall be accomplished and reviewed only in accordance with the procedures stated in this section:

(A) Before a Department Director may dismiss, demote with a reduction in pay or suspend without pay an employee, the employee shall receive written notice of intent to discipline containing a reasonably specific statement of the basis for the intended discipline, the proposed time for a pre-disciplinary hearing and an explanation of the employee's entitlement right to participate in the hearing. ~~to ask for either a pre-disciplinary hearing or to submit a grievance pursuant to § 3.36.020 at which such intended discipline may be reviewed.~~ If the employee is unavailable, the notice shall be given by certified mail.

(B) ~~The employee may request a pre-disciplinary hearing only by submitting a written request to their Department Director no later than 5:00 p.m. on the seventh calendar day following the day on which he/she received the notice of intent to discipline. Failure of the employee to participate in the pre-disciplinary hearing timely submit a written request for a pre-disciplinary hearing waives the employee's rights to a pre-disciplinary hearing. and The City may take disciplinary action based on evidence previously received. shall constitute a waiver of the employee's right to pre-disciplinary hearing.~~

(C) ~~The City Manager, or his/her designee, shall promptly schedule a pre-disciplinary hearing after such a hearing is requested by an employee. The City Manager or designee shall conduct designate an impartial individual to serve as a hearing officer at the pre-disciplinary hearing. The City Manager shall not designate as a hearing officer any individual who is a city employee unless otherwise agreed upon by the parties~~

(D) Existing pay status shall not be provided beyond the date initially set for the hearing if the employee or ~~his/her~~ representative requests and is granted an extension of the hearing date for any reason. If the city requests, and is granted, an extension of the hearing date for any reason, the employee shall be continued in pay status.

~~(E) The hearing officer may exercise independent judgment as to the weight of the evidence and on legal issues raised by the parties. The city shall prove the existence of just cause to discipline the employee by a preponderance of the evidence presented.~~

~~(E)F) The city hearing officer shall issue a written notice to the employee of the decision on whether to impose discipline no later than three working days after the close of the hearing. The decision shall include a statement of the reasons for the decision.~~

~~(G) The hearing officer is limited to either upholding or denying the discipline based upon the existence of just cause to support it, and is not authorized to provide any other remedy.~~

~~(H)F) If the hearing officer denies the existence of just cause to support the discipline, tThe City Manager may decide the city will then impose a lesser form of discipline for the conduct at issue at the hearing. If the lesser form of discipline is to be either suspension or demotion, the hearing officer shall retain jurisdiction to review and rule on that discipline. The employee may receive such review only by submitting a written request within seven calendar days of notice or date of mailing of such notice of the lesser discipline. The hearing officer shall issue a written decision within three working days of receipt of the petition for review.~~

~~(I) The affected employee may appeal the hearing officer's pre-disciplinary decision by filling a written notice of appeal with the Superior Court. The Superior Court shall have no jurisdiction~~

~~to hear the appeal unless the employee files the notice of appeal within 30 days after the employee's receipt of the hearing officer's decision. The Superior Court shall limit its review to whether or not substantial evidence in the record supports the decision and to legal issues necessarily decided by the hearing officer.~~

§ 3.36.050 Appeals. The affected employee may appeal a Step IV decision on a grievance, or any decision made following a pre-disciplinary hearing by filing a written notice of administrative appeal with the Superior Court. The Superior Court shall have no jurisdiction to hear the appeal unless the employee files the notice of appeal within 30 days after the employee's receipt of either the Step IV grievance decision or the pre-disciplinary hearing decision. The Superior Court shall limit its review to whether or not substantial evidence in the record supports the decision and to legal issues necessarily decided by the City Manager or designee.

**Section 12: Amendment of Chapter 3.40.** Chapter 3.40 of the Unalaska Code of Ordinances is hereby amended to read as follows: [additions are underlined, deletions are ~~overstruck~~]

**§ 3.40.010 OBJECTIVES OF PAY PLAN.**

The pay plan shall include the schedule of pay for all classes of positions in the classification plans. The percentage amount of any pay increases to be provided to any regular full time employee whose performance merits an increase in pay shall be determined solely by the City Council and shall be accomplished if at all, only by adoption of a non-code ordinance at the time the annual budget ordinance is adopted. Each year at the time the annual budget is initially presented to the City Council, the City Manager shall prepare a written review of the overall economic conditions of the city and projected economic conditions for the coming year. Said written review shall also contain information regarding the annual inflation rate for Anchorage for the previous year and any actual or anticipated increase in health insurance premiums and shall make a specific recommendation as to whether the existing economic conditions allow the city to provide a general merit increase to city employees whose job performance merits an increase in pay during the upcoming fiscal year.

The objectives of the plan are:

(A) To provide an appropriate salary structure to recruit and retain an adequate supply of competent employees.

(B) To provide appropriate pay incentives for productivity and quality.

**§ 3.40.020 REVIEW OF PAY PLAN.**

The City Manager shall periodically (but no less often than every ~~four~~three years) review the pay plan and shall make a report to the City Council. The purpose of such review and report shall be:

(A) To ascertain whether or not the pay plan accurately reflects existing conditions; and

(B) To determine the accuracy of pay ranges.

The City Manager shall recommend to the City Council changes needed in the pay plan to keep it current.

**§ 3.40.030 PAY RANGES.**

A pay range is a level of pay that is assigned to a class. It comprises a wage range through which an employee may progress. Pay ranges are assigned to classes based upon the following factors:

- (A) Duties and responsibilities of position or class;
- (B) Internal equity-maintenance of pay ranges of classes in appropriate relations to one another;
- (C) Prevailing rates for comparable work in both public and private employment, including comparative fringe benefits;
- (D) Pay relationships between supervisors and employees;
- (E) Employee recruitment and retention problems;
- (F) Economic trends and forecasts; and
- (G) Availability of funds.

**§ 3.40.040 PAY RANGE MATRIX.**

**WAGE RANGES - ANNUAL**

<b>Wage Range</b>	<b>Minimum</b>	<b>Midpoint</b>	<b>Maximum</b>
A10	\$30,886.86	\$29,565.22	\$35,538.36
A11	\$38,320.57	\$36,679.81	\$47,906.14
A12	\$40,689.79	\$38,931.77	\$50,862.24
A13	\$43,037.28	\$41,183.74	\$53,796.60
B21	\$45,406.50	\$43,442.46	\$56,752.70
B22	\$47,753.99	\$45,694.43	\$59,687.06
B23	\$50,101.48	\$47,946.39	\$62,621.42
B24/B31	\$53,057.58	\$50,766.42	\$66,316.54
B25/B32	\$56,578.81	\$54,147.75	\$70,728.94
C41	\$59,534.90	\$56,967.77	\$74,424.06
C42	\$62,512.74	\$59,816.16	\$78,140.92
C43	\$65,642.72	\$62,806.97	\$82,031.66
C44/C51	\$68,924.86	\$65,947.32	\$86,139.77
C45/C52	\$72,359.14	\$69,244.68	\$90,095.72
D61	\$73,054.70	\$69,910.50	\$94,964.58
D62	\$76,706.34	\$73,406.02	\$99,724.77

D63	<u>\$80,553.62</u> <del>\$77,076.32</del>	<u>\$104,702.31</u> <del>\$100,199.22</del>	<u>\$128,872.74</u> <del>\$123,322.12</del>
E81	<u>\$84,422.62</u> <del>\$80,786.92</del>	<u>\$109,745.06</u> <del>\$105,022.99</del>	<u>\$135,067.50</u> <del>\$129,259.07</del>
E82	<u>\$88,639.41</u> <del>\$84,826.26</del>	<u>\$115,244.27</u> <del>\$110,274.14</del>	<u>\$141,827.40</u> <del>\$135,722.02</del>
E83	<u>\$93,073.55</u> <del>\$89,067.58</del>	<u>\$121,004.31</u> <del>\$115,787.85</del>	<u>\$148,913.34</u> <del>\$142,508.12</del>
E84	<u>\$97,725.06</u> <del>\$93,520.95</del>	<u>\$127,046.92</u> <del>\$121,577.24</del>	<u>\$156,368.78</u> <del>\$149,633.53</del>

**WAGE RANGES - SEMIMONTHLY**

<b>Wage Range</b>	<b>Minimum</b>	<b>Midpoint</b>	<b>Maximum</b>
A10	<u>\$1,286.95</u> <del>\$1,231.88</del>	<u>\$1,480.77</u> <del>\$1,416.67</del>	<u>\$1,673.67</u> <del>\$1,601.45</del>
A11	<u>\$1,596.69</u> <del>\$1,528.33</del>	<u>\$1,996.09</u> <del>\$1,910.41</del>	<u>\$2,395.49</u> <del>\$2,292.49</del>
A12	<u>\$1,695.41</u> <del>\$1,622.16</del>	<u>\$2,119.26</u> <del>\$2,027.70</del>	<u>\$2,543.11</u> <del>\$2,433.24</del>
A13	<u>\$1,793.22</u> <del>\$1,715.99</del>	<u>\$2,241.53</u> <del>\$2,144.99</del>	<u>\$2,689.83</u> <del>\$2,573.98</del>
B21	<u>\$1,891.94</u> <del>\$1,810.10</del>	<u>\$2,364.70</u> <del>\$2,262.63</del>	<u>\$2,837.45</u> <del>\$2,715.15</del>
B22	<u>\$1,989.75</u> <del>\$1,903.93</del>	<u>\$2,486.96</u> <del>\$2,379.92</del>	<u>\$2,984.17</u> <del>\$2,855.90</del>
B23	<u>\$2,087.56</u> <del>\$1,997.77</del>	<u>\$2,609.23</u> <del>\$2,497.21</del>	<u>\$3,131.80</u> <del>\$2,996.65</del>
B24/B31	<u>\$2,210.73</u> <del>\$2,115.27</del>	<u>\$2,763.19</u> <del>\$2,644.08</del>	<u>\$3,315.65</u> <del>\$3,172.90</del>
B25/B32	<u>\$2,357.45</u> <del>\$2,256.16</del>	<u>\$2,947.04</u> <del>\$2,820.20</del>	<u>\$3,536.63</u> <del>\$3,384.23</del>
C41	<u>\$2,480.62</u> <del>\$2,373.66</del>	<u>\$3,101.00</u> <del>\$2,967.07</del>	<u>\$3,720.48</u> <del>\$3,560.49</del>
C42	<u>\$2,604.70</u> <del>\$2,492.34</del>	<u>\$3,255.87</u> <del>\$3,115.43</del>	<u>\$3,907.05</u> <del>\$3,738.51</del>
C43	<u>\$2,735.11</u> <del>\$2,616.96</del>	<u>\$3,417.99</u> <del>\$3,271.20</del>	<u>\$4,101.76</u> <del>\$3,925.44</del>
C44/C51	<u>\$2,871.87</u> <del>\$2,747.81</del>	<u>\$3,589.16</u> <del>\$3,434.76</del>	<u>\$4,307.35</u> <del>\$4,121.71</del>
C45/C52	<u>\$3,014.96</u> <del>\$2,885.20</del>	<u>\$3,753.99</u> <del>\$3,592.62</del>	<u>\$4,522.90</u> <del>\$4,327.79</del>
D61	<u>\$3,043.95</u> <del>\$2,912.94</del>	<u>\$3,956.86</u> <del>\$3,786.82</del>	<u>\$4,870.68</u> <del>\$4,660.70</del>
D62	<u>\$3,196.10</u> <del>\$3,058.58</del>	<u>\$4,155.20</u> <del>\$3,976.16</del>	<u>\$5,138.75</u> <del>\$4,893.74</del>
D63	<u>\$3,356.40</u> <del>\$3,211.51</del>	<u>\$4,362.60</u> <del>\$4,174.97</del>	<u>\$5,369.70</u> <del>\$5,138.42</del>
E81	<u>\$3,517.61</u> <del>\$3,366.12</del>	<u>\$4,572.71</u> <del>\$4,375.96</del>	<u>\$5,627.81</u> <del>\$5,385.79</del>
E82	<u>\$3,693.31</u> <del>\$3,534.43</del>	<u>\$4,801.84</u> <del>\$4,594.76</del>	<u>\$5,909.48</u> <del>\$5,655.08</del>
E83	<u>\$3,878.06</u> <del>\$3,711.15</del>	<u>\$5,041.85</u> <del>\$4,824.49</del>	<u>\$6,204.72</u> <del>\$5,937.84</del>
E84	<u>\$4,071.88</u> <del>\$3,869.71</del>	<u>\$5,293.62</u> <del>\$5,065.72</del>	<u>\$6,515.37</u> <del>\$6,234.73</del>



**WAGE RANGES - HOURLY**

<b>Wage Range</b>	<b>Minimum</b>	<b>Midpoint</b>	<b>Maximum</b>
A10	\$14.85\$14.21	\$17.09\$16.35	\$19.31\$18.48
A11	\$18.42\$17.63	\$23.03\$22.04	\$27.64\$26.45
A12	\$19.56\$18.72	\$24.45\$23.40	\$29.34\$28.08
A13	\$20.69\$19.80	\$25.86\$24.75	\$31.04\$29.70
B21	\$21.83\$20.89	\$27.28\$26.11	\$32.74\$31.33
B22	\$22.96\$21.97	\$28.70\$27.46	\$34.43\$32.95
B23	\$24.09\$23.05	\$30.11\$28.81	\$36.14\$34.58
B24/B31	\$25.51\$24.41	\$31.88\$30.51	\$38.26\$36.61
B25/B32	\$27.20\$26.03	\$34.00\$32.54	\$40.81\$39.05
C41	\$28.62\$27.39	\$35.78\$34.24	\$42.93\$41.08
C42	\$30.05\$28.76	\$37.57\$35.95	\$45.08\$43.14
C43	\$31.56\$30.20	\$39.44\$37.74	\$47.33\$45.29
C44/C51	\$33.14\$31.71	\$41.41\$39.63	\$49.70\$47.56
C45/C52	\$34.79\$33.29	\$43.32\$41.45	\$52.19\$49.94
D61	\$35.12\$33.61	\$45.66\$43.69	\$56.20\$53.78
D62	\$36.88\$35.29	\$47.94\$45.88	\$59.29\$56.74
D63	\$38.73\$37.06	\$50.34\$48.17	\$61.96\$59.29
E81	\$40.59\$38.84	\$52.76\$50.49	\$64.94\$62.14
E82	\$42.62\$40.78	\$55.41\$53.02	\$68.19\$65.25
E83	\$44.75\$42.82	\$58.18\$55.67	\$71.59\$68.51
E84	\$46.98\$44.96	\$61.08\$58.45	\$75.18\$71.94

**§ 3.40.050 BASIS OF PAY RATES.**

(A) *Minimum-Hiring wage rate.* An appointment to any position shall ~~can~~ be made at ~~the~~from the minimum to the midpoint of the wage range based on the applicant's experience and ability over and above the qualification requirements specified for the class, prior creditable city service, or on a critical shortage of applicants, ~~and advancement~~ Advancement from the minimum wage rate to the maximum wage rate within a pay range shall be by successive merit increases. Upon recommendation of a Department Director, the City Manager may approve initial compensation at a wage rate higher than the minimum in the range for the class when the needs of the city make such action necessary; provided, that any such exception is based on

the applicant's experience and ability over and above the qualification requirements specified for the class, prior creditable city service, or on a critical shortage of applicants. Such a Approval by the City Manager shall be made in writing prior to appointment. In no instance shall an appointment be made above midpoint of the wage range, except at the Department Director level.

(B) *Promotion.*

~~(1) Promotion which recognizes exceptional skill and qualifications~~*Normal promotion.* Promotion is defined as the movement of an employee from one class and wage range, to a different class at a higher wage range, as the result of being selected for a position through the job posting process. Unless otherwise provided in this subsection, for an employee who is promoted, ~~his/her~~the employee's wage rate in the new range can be made from the minimum to the midpoint of the wage range ~~shall be the minimum for that range or that wage rate providing for at least a three percent incremental increase, considering the employee's qualifications, previous performance in their current job, and those factors outlined in subsection (A).~~ In no instance shall an appointment be made above midpoint of the wage range, except to executive positions or if the current wage of a non-executive employee who accepts a promotion is above the midpoint of the new wage range. If the current wage of an employee who accepts a promotion is above the midpoint of the new wage range, and the employee is being promoted into a non-executive position, the employee may receive up to a 3% increase from their current rate of pay. Advancement to the maximum wage rate by subsequent promotion will be on the same basis as described in § 3.40.060.

(2) *Promotion following demotion in lieu of layoff.*

(a) If an employee is promoted back to ~~his/her~~the employee's former pay range within one year following a demotion in lieu of layoff, ~~he/she~~the employee shall be placed at that wage rate in the higher pay range which equates with ~~his/her~~the employee's pay rate prior to the demotion in lieu of layoff.

(b) If an employee is promoted within one year to a pay range lower than that which applied before a demotion in lieu of layoff, ~~he/she~~the employee shall be placed either at that wage rate in the new pay range which equates with the pay rate prior to the demotion in lieu of layoff or to the maximum pay rate in that new pay range, whichever is lower.

~~(3) Promotion which recognizes exceptional skill and qualifications. Promotion is defined as the movement of an employee from one class and wage range, to a different class at a higher wage range, as the result of being selected for a position through the job posting process. If an employee demonstrates that he/she holds qualifications significantly above the minimum required for a promotional opportunity, and the employee has demonstrated above average performance in the execution of their current job, then, upon the recommendation of the Department Director and the Personnel Officer, and upon the approval by the City Manager, the promotional increase may be granted that exceeds the minimum of the new wage range or 3%. But in no case will it exceed the midpoint of the new range.~~

(C) *Transfer.*

(1) When an employee is assigned to a new position in the same class and wage range and department, ~~he/she~~the employee shall be transferred at the same pay rate received~~he/she was receiving~~ at the time of before the transfer.

(2) When an employee is assigned to a new position in a different class or department, but at the same wage range, ~~his/her~~ the employee's pay rate in the range of the new position shall be the same pay rate received at the time of transfer ~~which the employee was receiving before he/she was transferred.~~

(D) *Demotion.* When an employee is demoted, ~~his/her~~ the employee's pay rate in the range for the lower class shall be that pay rate which is determined by the Department Director and the Personnel Officer, and approved by the City Manager.

(E) *Reclassification.*

(1) An employee occupying a position which has been reclassified to a class which carries a higher pay range shall be paid at a pay rate equal to or greater than the employee's pay rate prior to reclassification.

(2) When a position is reclassified to another class at the same level, the employee shall have no change in status.

(3) An employee occupying a position which has been reclassified to a class which carries a lower pay range shall be treated as follows:

(a) If ~~his/her~~ the employee's present pay rate is the same as that of any pay rate in the lower range, he/she shall enter the lower range at that rate;

(b) If the present pay exceeds the maximum pay rate for the lower class, the employee's pay rate shall remain the same until the employee is eligible for advancement within the pay range pursuant to § 3.40.050(B).

### **§ 3.40.060 ADVANCEMENTS WITHIN A PAY RANGE.**

On July 1 following the annual performance evaluation, an employee's salary may be increased by an amount previously ~~approved~~ approved by the City Council. A merit increase must be earned and is not granted automatically. Merit increases shall be based upon objective evaluation of an employee's work performance, recorded on a performance evaluation report. When the overall report shows a satisfactory or higher rating, and when it is shown that the employee has demonstrated satisfactory performance of a progressively greater value to the city, a merit increase shall be approved.

(A) Such advancement may be made annually until the employee has reached the maximum pay rate of the salary range for ~~his/her~~ the employee's position. ~~During the first year of employment, an employee may be advanced to a higher pay rate on the July 1 following the date of hire only if his/her date of hire is before April 1. For employees hired after April 1, but before June 30, eligibility for a merit increase shall be October 1 of that year, and then July 1 thereafter.~~ During a year when the wage range is increased, employees hired between April 1 and June 30 shall also move up to the new minimum of the wage range on July 1, in which case they will not be eligible for an increase on October 1.

(B) When an employee reaches the maximum pay rate in their pay range, or if the percentage increase granted to other employees who are still within their pay ranges will cause the employee to reach or exceed the maximum pay rate in their pay range merit increases equal to one-half the percentage increase granted to other employees who are still within their pay ranges may be granted annually on July 1.

(C) When the Department Director determines that an employee has not demonstrated satisfactory performance of a progressively greater value to the city during ~~his/her~~the employee's past merit anniversary year, the Department Director may defer the merit increase for a stipulated time during which certain specific improvements must be made, or deny the increase. Notice of such deferral and reasons shall be given to the employee on the performance evaluation report. The deferred merit increase may be approved any time during the deferral period that the Department Director determines that the employee has demonstrated satisfactory improvement.

(D) Cost of living increases may be authorized by the City Council by non-code ordinance. All employees shall be entitled to receive the full cost of living percentage increase even if this increase will cause an employee's pay to exceed the maximum pay in their pay range.

#### **§ 3.40.070 ACTING IN A HIGHER POSITION.**

Upon approval by the City Manager, or their designee, when an employee has been named to fill an Acting Appointment and performs the duties and responsibilities of their current position and an executive, supervisory, or managerial position or in circumstances where an emergency hire would otherwise be required ~~and of a position for which specified minimum certifications are identified in the job description for the position~~ for a period of five or more working days, then the employee may receive the minimum of the wage range, not to exceed a 10% increase, of the position for which the employee is performing duties and responsibilities or a 3% increase in the employee's current rate of pay, effective as of the first working day of acting in the higher position, whichever is higher.

#### **§ 3.40.080 EFFECTIVE DATE OF CHANGE IN PAY.**

The effective date of a change in pay due to personnel actions shall be as follows:

(A) *Regular merit increases.* July 1, or October 1 of the first year of employment if hired between April 1 and June 30 of that year, or such later date as a deferred increase is acted upon.

(B) *Promotions, demotions and reinstatements.* The date the personnel action is intended to take effect as indicated on the relevant personnel action form, or such later date as indicated by the City Manager.

**Section 13: Amendment of Chapter 3.44.** Chapter 3.44 of the Unalaska Code of Ordinances is hereby amended to read as follows: [additions are underlined, deletions are ~~overstruck~~]

#### **§ 3.44.010 HOURS OF WORK.**

(A) Unless otherwise provided in subsection (B) or specifically stated in the job description, regular working hours of city employees shall consist of a five-day week, eight hours a day, forty hours a week. The standard work week shall consist of the period from midnight Sunday to the following midnight Sunday. The standard work day shall consist of the period from midnight to midnight.

(B) Different schedules to meet department operation needs may be established by Department Directors with the approval of the City Manager. Temporary shifting of employee's working hours to meet routine needs may be done as necessary and approved by the Department Director.

### § 3.44.020 OVERTIME PROCEDURES.

Overtime payment will be received by all employees except for those employees who, by the nature of their work, are deemed by the city to be overtime exempt. ~~All overtime worked must have the approval of the Department Director, or his/her designee, prior to its performance.~~ All overtime records are subject to review by the City Manager. Department Directors will seek to minimize overtime wherever practicable. Overtime shall be scheduled as fairly and equally as practicable among employees, based first on qualifications to perform the work and secondly on seniority.

### § 3.44.030 TIME AND ONE-HALF OVERTIME.

Overtime hours shall be paid and shall be defined as follows:

(A) Hours worked in excess of eight regular time hours worked in one day if working a five-day work week shall be paid at time and one-half. Hours worked in excess of ten regular time hours worked in one day if working a four-day work week shall be paid at time and one-half.

(B) Hours worked, ~~including observed holidays (other than floating holidays),~~ in excess of forty regular time hours of hours worked shall be paid at time and one-half. If an employee is compensated for a city holiday or for personal leave hours taken during the regular city work week, those hours of compensation for time worked shall not count as hours worked within the meaning of this section.

(C) Hours worked on recognized city holidays shall be paid at time and one-half, in addition to holiday pay.

(D) All overtime must be approved by the supervisor and the Director prior to its performance.

### § 3.44.040 EXCEPTIONS FOR SHIFT ROTATION.

An exception to overtime pay for work over eight regular hours in a twenty-four hour period is that due to shift rotation, provided there has been off time of at least eight hours between shifts.

### § 3.44.050 CALL OUT TIME.

Once an employee's shift is completed and ~~he/she~~ the employee has physically left the confines of ~~his/her~~ the employee's centralized work area, any call out for additional work will be at the overtime rate of time and one half for a minimum of two hours time accrual.

### § 3.44.060 RECOGNIZED CITY HOLIDAYS.

(A) The following days shall be recognized as holidays with pay for all employees in regular full-time, ~~and regular part-time, and regular seasonal~~ and regular part-time positions who are in pay status the day before and the day following such days:

New Year's Day

Martin Luther King's Birthday - Third Monday in January

President's Day - Third Monday in February

Memorial Day - Last Monday in May

Independence Day

Labor Day

Veteran's Day - November 11

Thanksgiving Day

Christmas Day

(B) Each regular full-time, ~~and regular part-time, and regular seasonal~~ employee is entitled to up to three floating holidays. An employee will be entitled to a floating holiday if the employee is in a regular full-time, ~~or regular part-time, regular seasonal~~ position in pay status the day before and the day following Lincoln's Birthday (2/12), Seward's Day (last Monday in March) or Alaska Day (10/18). Floating holidays may be used only on or after the holiday itself, and upon approval of the Department Director. Floating holidays do not accrue past December 31 of the year in which they occur ~~and they are not included in cash-in provisions.~~ Hours not used by this date will be cashed out to the employee in the pay period ending December 31. This cash out will be based on the employee's rate of pay on December 31 and will not be counted as one of the employee's Personal Leave cash outs. Employees must be employed with the City on December 31 to receive the cash out for unused floating holiday hours. Unused hours are eligible for cash out at the time of employment separation if the holiday itself has passed.

**§ 3.44.070 HOLIDAYS FALLING ON A REGULARLY SCHEDULED DAY OFF.**

When a recognized holiday falls on a regularly scheduled day off, ~~the an~~ employee classified as non-exempt shall receive off either the work day immediately preceding or a work day during the week immediately following the regularly scheduled day in lieu of the holiday. If the day in lieu of the holiday is worked, pay shall be computed pursuant to § 3.44.030(C).

**§ 3.44.080 HOLIDAY DURING PERSONAL LEAVE.**

A recognized city holiday, occurring during an employee's personal leave, shall not be counted as a day of personal leave.

**§ 3.44.090 COMPUTATION OF HOLIDAY PAY.**

For regular full-time ~~and regular full-time seasonal~~ employees, holiday pay is computed ~~for as~~ the actual eight hours a day the employee would normally have worked on that particular day. For regular part-time, ~~or regular part-time seasonal~~ employees, holiday pay is computed ~~based on the number of hours in pay status in the current pay period, excluding overtime, as a percentage of full-time~~ as four hours a day. Temporary, seasonal, emergency hire, and regular less than part-time employees are not eligible for holiday pay.

**Section 14: Amendment of Section 3.48.020.** Section 3.48.020 of the Unalaska Code of Ordinances is hereby amended- to read as follows: [additions are underlined, deletions are ~~overstruck~~]

**§ 3.48.020 INSURANCE AND MEDICAL BENEFITS.**

(A) ~~All regular full-time employees, and all regular part-time employees of the city who were regular part-time employees of the city as of March 9, 1999.~~ Subject to insurability requirements as defined in the city health insurance summary plan description, all regular full-time

employees, and all regular part-time employees of the city who were regular part-time employees of the city as of March 9, 1999 shall be covered by the group policy at no expense to the employee.

(B) All regular part-time employees of the city who began employment with the city after March 9, 1999 in that status and who are hired for a position budgeted for at least 20 hours but less than 40 hours per week subject to insurability requirements as defined in the city health insurance summary plan description and as administered by the trust administrator may, at the employees option, to the extent allowed by the city health insurance plan, be covered by the group policy but shall pay one-half of the premium for said coverage.

~~(C) All regular part time employees who began employment with the city after March 9, 1999 in that status and who work less than 20 hours per week may, at the employees option to the extent allowed by the city health insurance plan and subject to insurability requirements as defined in the health insurance summary plan description and as administered by the trust administrator, be covered by the group policy but all premiums for said coverage shall be paid solely by the employee.~~

~~(D)~~ Temporary, seasonal, and emergency hire, and regular less than part-time employees are not eligible for health insurance benefits.

**Section 15: Amendment of Chapter 3.52.** Chapter 3.52 of the Unalaska Code of Ordinances is hereby amended to read as follows: [additions are underlined, deletions are ~~overstruck~~]

## CHAPTER 3.52: LEAVE

### Section

3.52.010 Personal leave accrual plan

3.52.020 Personal leave accrual while employee is on paid leave

3.52.030 Computation of personal leave accrual for regular part-time employees

3.52.035 Regular less than part-time employees leave accrual

3.52.040 Temporary, Seasonal, or Emergency appointments personal leave accrual

3.52.050 Personal leave use

3.52.060 Personal leave bank

3.52.070 [RESERVED]

3.52.080 Personal leave cash in possibilities

3.52.090 Recognized holiday during personal leave period

3.52.100 Personal leave payment upon separation

3.52.110 Leave without pay

3.52.120 Change of anniversary date because of leave without pay

3.52.130 Unauthorized leave

- 3.52.140 Education leave with pay
- 3.52.150 Military leave
- 3.52.160 Disability leave/family and medical leave
- 3.52.180 Workers compensation leave
- 3.52.190 Death in the immediate family
- 3.52.200 Jury leave

**§ 3.52.010 PERSONAL LEAVE ACCRUAL PLAN.**

~~(A) Existing full time employees. All regular full time employees who were regular full time employees as of March 9, 1999 and who are eligible to accrue leave shall accrue personal leave at the rate of:~~

~~—(1) First year of service beginning on the date of hire and ending on the date before the first anniversary date, 22 hours per month.~~

~~—(2) Second, third and fourth years of service beginning on the first anniversary date and ending on the day before the fourth anniversary date, 28 hours per month.~~

~~—(3) Fifth year and beyond beginning on the fourth anniversary date and ending on the date of separation from city service, 32 hours per month.~~

~~(BA) Newly hired full time employees. All regular full-time employees who commence employment with the city after March 9, 1999, and who are eligible to accrue leave, shall accrue personal leave at the rate of:~~

(1) First and second years of service beginning on the date of hire and ending on the date before the second anniversary date, 16 hours per month.

(2) Third and fourth years of service beginning on the third anniversary date and ending on the day before the fourth anniversary date, 20 hours per month.

(3) Fifth and sixth years of service beginning on the fourth anniversary date and ending on the date before the sixth anniversary date, 24 hours per month.

(4) Seventh and eighth years of service beginning on the sixth anniversary date and ending on the date before the eighth anniversary date: 28 hours per month.

(5) Ninth year of service and beyond beginning on the eighth anniversary date and ending on the date of separation from city service, 32 hours per month.

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

**§ 3.52.020 PERSONAL LEAVE ACCRUAL WHILE EMPLOYEE IS ON PAID LEAVE.**

Personal leave continues to accrue during the period of time an employee is on paid leave. Personal leave does not accrue during the period of time an employee is on leave without pay.



**§ 3.52.030 COMPUTATION OF PERSONAL LEAVE ACCRUAL FOR REGULAR PART-TIME EMPLOYEES.**

All employees holding regular part-time positions ~~who work at least 20 hour per week shall~~ accrue personal leave at ~~half a proportion of an equivalent full-time position. The proportion shall be computed by dividing the number of actual hours in pay status, excluding overtime, in the current pay period of a part time position by the number of normal work hours of an equivalent full-time position. All employees holding regular part-time positions who work less than 20 hours per week shall not accrue personal leave.~~

**§ 3.52.035 REGULAR LESS THAN PART TIME EMPLOYEES LEAVE ACCRUAL.**

Regular less than part-time employees shall not accrue personal leave.

**§ 3.52.040 TEMPORARY, SEASONAL, OR EMERGENCY APPOINTMENTS PERSONAL LEAVE ACCRUAL.**

Employees hired by temporary, ~~or~~ seasonal or emergency appointment shall not accrue personal leave.

**§ 3.52.050 PERSONAL LEAVE USE.**

(A) Upon successful completion of six months of continuous employment with the city, an employee may request to use accrued personal leave for non-medical purposes at any time that will not be detrimental to department operations and subject to the approval of the Department Director. Prior to completion of six months of continuous employment with the city an employee may be granted personal leave benefits for non-medical purposes, as determined by the Department Director and approved by the City Manager.

(B) Accrued personal leave may be used when the employee is sick or injured. Any absence on personal leave for medical purposes may be required to be certified by a licensed medical professional.

~~(C) At least 80 hours of personal leave must be used after the first complete calendar year worked and every calendar year thereafter pursuant to § 3.52.050(A).~~

~~(D)~~ Personal leave does not accrue until the end of each pay period. Personal leave may not be used before the personal leave has accrued. Personal leave that will accrue during any particular pay period may not be used during the pay period in which the personal leave will accrue.

**§ 3.52.060 PERSONAL LEAVE BANK.**

An employee may voluntarily donate accrued unused personal leave ~~he/she has accrued to~~ another employee of the city who requires an extended absence from work and; 1) is eligible for Family and Medical Leave (FML) or Alaska Family Leave (AFL) under State or Federal laws; or 2) is under the care of a physician ; or 3) is in danger of exhausting all personal leave due to a is seriously illness or injured injury, or has or an immediate family member's who is seriously illness or injured, or is attending to a death in his/her the employee's immediate family, or is eligible for Family and Medical Leave (FML) or Alaska Family Leave (AFL) under State or Federal laws, or is under that care of a physician, requiring absence from work for more than 20 consecutive days and has exhausted all his/her personal leave. Personal leave which is being donated under this section shall be donated at the donating employee's current rate of pay and that sum of money shall be paid to the city employee to whom the sick leave is being

donated. All taxes and other required withholdings from pay are the responsibility of the employee receiving the donation. Any unused portion of donated leave remains with the employee receiving the donation.

**§ 3.52.070 [RESERVED]**

**§ 3.52.080 PERSONAL LEAVE CASH IN POSSIBILITIES.**

(A) After 12 months of continuous service, an employee may cash in personal leave two times per fiscal year, provided that the employee shall retain at least 80 hours of leave in ~~his/her~~the employee's account.

(B) In addition to the provisions in this section, cash in lieu of accrued personal leave may be obtained under emergency conditions, as defined in § 3.04.010(K), outlined in writing and approved by the City Manager.

**§ 3.52.090 RECOGNIZED HOLIDAY DURING PERSONAL LEAVE PERIOD.**

A recognized holiday occurring when an employee is on personal leave status shall be counted as a holiday.

**§ 3.52.100 PERSONAL LEAVE PAYMENT UPON SEPARATION.**

Upon separation, accrued personal leave shall be paid in a lump sum to employees with 12 months of continuous employment with the city.

**§ 3.52.110 LEAVE WITHOUT PAY.**

(A) Leave without pay may be granted to an employee upon recommendation of the Department Director and approval of the City Manager, or ~~his/her~~ designee. Each request for such leave shall be considered in light of the circumstances involved and the needs of the department. Leave without pay shall not be requested nor granted until such time as all accrued personal leave has been exhausted, except when an employee is absent and drawing workers' compensation pay. Benefits do not accrue while on leave without pay, except insurance which will continue through the first month of leave without pay beyond the end of the calendar month in which leave without pay status began. Employees remain responsible for required and voluntary deductions and shall make alternate arrangements when they are in leave without pay status.

(B) Leave without pay may be authorized to include time to complete formal undergraduate or advanced degree requirements. Employees who have demonstrated above average performance with the city for a minimum of two years shall be considered for such leave, providing the work situation permits a temporary absence without serious effect upon the department's operations. A maximum of one year of college work, or the equivalent thereof, may be granted in such cases. No benefits shall accrue while on this type of leave without pay.

**§ 3.52.120 CHANGE OF ANNIVERSARY DATE BECAUSE OF LEAVE WITHOUT PAY.**

If an employee uses more than 30 calendar days of leave without pay during an anniversary year, ~~his/her~~the employee's anniversary and length of service dates shall be extended by the number of days such leave without pay exceeds 30.

**§ 3.52.130 UNAUTHORIZED LEAVE.**

Any absence not authorized and approved in accordance with provisions of these regulations shall be without pay for the period of the absence and shall be grounds for disciplinary action, up to and including termination for abandonment of job.

### **§ 3.52.140 EDUCATION LEAVE WITH PAY.**

Leave with pay, not to exceed three months, may be authorized to include time to complete advanced training programs. Should an employee voluntarily terminate prior to working one year after completion of an approved training program, other than a mandatory program, the employee shall reimburse to the city all costs directly related to the training program.

### **§ 3.52.150 MILITARY LEAVE AND FURLOUGH.**

(A) —Military Leave for Reserve Training Duty. An employee who belongs to a reserve or auxiliary component of the United States Armed Forces is entitled to a leave of absence without loss of pay, time or performance rating on all days during which the employee is ordered to training duty with troops or at field exercises, or for instruction, up to a maximum of 10 working days in any calendar period beginning January 1 and ending December 31. Such military leave shall not be deducted from accrued personal leave. An employee ordered to attend additional periods of military duty may take personal leave or leave without pay for such duty, subject to Sections 3.52.050 and 3.52.110 of this Chapter. The employee shall give as much advance written or verbal notice to the City as possible and shall provide documentation substantiating the dates for which leave is requested or taken unless precluded by military necessity or if the giving of such notice is otherwise impossible or unreasonable.

The City may, at the discretion of the employee's supervisor, change an employee's weekend schedule to accommodate the employee's required training, field exercises, or instruction. The employee shall be given five (5) days' notice if such shift changes occur.

(B) Military Furlough for Active Duty. An employee ordered to active military duty shall, upon request, be furloughed without pay for the period of the employee's military service, not to exceed five (5) years, in order to fulfil the employee's military commitment. Upon discharge from active duty service, an employee shall be re-hired in the same or similar position that he or she would have had attained if the employee had not been absent (including seniority credit), provided the employee (i) is qualified to perform the job, (ii) re-applies for the position within the time required by the Uniform Service Employment and Reemployment Rights Act (USERRA), and (iii) is otherwise eligible and entitled to be re-hired for the position under USERRA.

An employee who is furloughed without pay under this subsection will:

- (1) Not be considered a City employee for the duration of the furlough;
- (2) Have the opportunity to purchase health insurance through COBRA in accordance with and subject to any and all limitations set forth in the health plan and federal and state law;
- (3) May elect to use or cash out paid annual leave; and
- (4) Not accrue personal leave or other benefits during the furlough.

An employee placed on military furlough may be replaced by a regular or temporary employee at the discretion of the City depending on the needs of the department and the anticipated duration of the leave. A former employee who is eligible and applies to be re-hired pursuant to this section shall be given priority to the employee's former position as required by AS 39.20.350 and USERRA notwithstanding any other provision of this Title. In such instances, the

City may be required to reassign or terminate without prejudice an employee occupying the same position. The City shall be under no obligation to employ more people than necessary as a result of a rehire required by this section and applicable law. An employee who is reinstated to the same or substantially similar position under this section shall not be required to serve a probationary period.

~~Employees shall be granted military leave consistent with applicable law.~~

### **§ 3.52.160 DISABILITY LEAVE/FAMILY AND MEDICAL LEAVE.**

(A) An eligible employee shall be granted leave during periods of non-occupational disability, or other medical condition of the employee or eligible members of ~~his/her~~the employee's family, consistent with applicable federal and state statutes and regulations regarding Family and Medical Leave, if a certified medical professional certifies that the employee's, or eligible family member's, condition prohibits a return to work.

(B) Upon return to work, the employee will be restored to the previous departmental classification without loss of seniority, upon the city's verification of a written release to work of ~~at~~the certified medical professional.

(C) Disability leave shall be charged first to personal leave and then to leave without pay for the balance of the disability period.

### **§ 3.52.180 WORKERS COMPENSATION LEAVE.**

Employees shall be granted worker's compensation leave to the extent required by the Alaska Workers' Compensation Act.

### **§ 3.52.190 DEATH IN THE IMMEDIATE FAMILY.**

Paid bereavement leave not to exceed ~~five~~seven days may be used upon the death ~~of~~ the employee's family members as defined in § -3.04.010(Q) or for the related burial or memorial services. Recognizing that "family" does not always conform to the definitions of § 3.04.010(Q), an employee may utilize paid bereavement leave for the death of individuals who acted in a parental capacity to the employee by completing the immediate family member form that will be included in the employee's personnel file. —Bereavement leave will not be deducted from the chargeable leave account.

### **§ 3.52.200 JURY LEAVE.**

(A) Jury duty shall be treated as jury leave, without loss of ~~seniority~~longevity, personal leave, or pay. In order to be entitled to jury leave, the employee shall provide ~~the~~their Department Director with written proof of the requirement of ~~his/her~~their presence for the hours claimed. Fees paid by the court, other than travel and subsistence allowance, while the employee is on jury leave shall be turned in for deposit to the City. For jury duty that occurs on the employee's normal non-work days, fees paid by the court may be retained by the employee.

(B) Service in court when subpoenaed as a witness on behalf of the city, or when called as an expert on a matter of city concern or relating to a municipal function, will be treated the same as jury duty. Witness service for purposes other than just described will be covered by personal leave or leave without pay, and any fees received may be retained by the employee.

**Section 15: Amendment of Chapter 3.56.** Chapter 3.56 of the Unalaska Code of Ordinances is hereby amended– to read as follows: [additions are underlined, deletions are overstruck]

**§ 3.56.010 CLASSIFICATION.**

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

**§ 3.56.020 RECRUITMENT AND APPOINTMENT.**

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

**§ 3.56.030 COMPENSATION.**

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

(B) Executive employees shall be evaluated annually. The employee's performance must be rated at least satisfactory in order to be eligible for consideration of a wage increase on July 1 (or as otherwise provided for as defined in 3.40.0860(A)) following the annual evaluation. The granting of an annual wage increase is a merit increase based on performance and not an automatic longevity increase. Merit wage increases for executive employees shall be provided only if the City Council by non-code ordinance adopted during consideration of the annual budget has authorized merit wage increases. Said increases shall be limited to the amount provided by the City Council. When an executive employee reaches the maximum pay rate in their pay range or if the percentage increase granted to other employees who are still within their pay ranges will cause the executive employee to reach or exceed the maximum pay rate in their pay range, merit increases equal to one-half the percentage increase granted to other employees who are still within their pay ranges may be granted annually on July 1. During the first year of employment, an executive employee will be advanced to a higher pay level on the July 1 following the date of hire only if ~~his/her~~the employee's date of hire is before April 1.

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

(D) ~~Before an executive employee may be hired, the proposed~~The negotiated salary and any hiring incentive for executive employees shall be reported to the City Council upon the acceptance of the offer letter.

**§ 3.56.040 LEAVE.**

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

**§ 3.56.050 DISMISSAL, DEMOTION AND SUSPENSION.**

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

~~(B) For an executive employee who began employment in that status after March 9, 1999, any dismissal, demotion or termination of an executive employee without cause will be taken only after first placing the executive employee on paid leave for a period of up to five days during which time the City Manager shall consult with the City Attorney and any dismissal, demotion or termination with cause will be taken only after : 1) provision of a written statement of reasons for termination with cause to the executive employee at least five (5) days before the effective date of termination; and 2) consultation with the City Attorney and City Council in executive session with the City Manager present and unless the executive employee requests a public discussion. The executive employee will be provided an opportunity to respond to the statement of reasons both in writing and in person either in a public session or an executive session at the employee's option. The final decision on dismissal of an executive employee will be made by the City Manager. present if the employee so chooses.~~

~~(C) For an executive employee who was employed in that status on March 9, 1999, any dismissal, demotion or termination will be taken only after consultation with the City Council in executive session with the City Manager present, and the executive employee present if the employee so chooses.~~

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

**§ 3.56.060 DEMOTION UPON REQUEST.**

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

**§ 3.56.070 EXCEPTION TO RULES.**

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

**§ 3.56.080 SEVERANCE PAY.**

~~(A) An executive employee who was employed by the city in that status as of March 9, 1999 and who is dismissed without just cause shall receive severance pay in an amount equal to 24 weeks of the executive employee's pay rate at the time of dismissal.~~

~~(B)~~ (A) An executive employee who began employment with the city after March 9, 1999 and who is dismissed without just cause shall receive severance pay in an amount up to 12 weeks of the executive employee's pay rate at the time of dismissal.

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

**§ 3.56.090 RESIGNATION.**

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

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

**Section 16: Amendment of Chapter 3.60.** Chapter 3.60 of the Unalaska Code of Ordinances is hereby amended— to read as follows: [additions are underlined, deletions are overstruck]

**§ 3.60.010 TUITION REFUNDS.**

In the event an employee successfully completes course work considered to be of benefit to the city, consideration shall be given toward reimbursement of up to 100% of the tuition expense in accordance with the Tuition Reimbursement policy. In order to receive consideration for reimbursement of tuition, the employee shall obtain the written concurrence of ~~his~~the employee's Department Director that the proposed course is related to the employee's present duties, and that successful completion of the course will be of mutual benefit to both the city and the employee involved. This concurrence shall be obtained before beginning the pertinent course of study. The Department Director shall render ~~his/her~~their decision on this matter prior to the commencement of the requested class. The employee shall also sign an agreement that the reimbursed tuition will be returned to the city in the event of separation from city employment within 12 months from the date of completion of the course. Upon successful completion of the course involved, the employee shall furnish ~~his—their~~ Department Director with evidence of successful completion and amount of the course fee.

**§ 3.60.020 GIFTS AND GRATUITIES.**

It shall be the responsibility of each city employee to remain free from indebtedness or favors which would tend to create a conflict of interest between personal and official interests, or which might reasonably be interpreted as affecting the impartiality of the individual employee. If an employee is tendered or offered a gift or gratuity which would, in the eyes of the public, be construed to be an attempt to bribe, influence or to encourage special consideration with respect to city operations, such offer shall be reported without delay to the employee's immediate superior who in turn will inform the Department Director. If any employee shall knowingly accept any gift or gratuity that creates the appearance of undue influence or that results in special considerations benefiting the giver, then that employee may be disciplined and/or dismissed from the city service as determined by the City Manager.

**§ 3.60.030 OUTSIDE EMPLOYMENT.**

- (A) —No employee shall engage in any other employment, whether public, private or self-employment during scheduled work hours, nor shall any employee engage in any other employment outside scheduled work hours if such employment conflicts with the city's interests or adversely affects the employee's availability and usefulness. Employees ~~shall be required to~~ discuss any outside employment intentions with their supervisor and Department Director prior to assuming such employment.
- (B) Prior to accepting outside employment, an employee shall complete and submit a notice of outside employment form that will be included in the employee's personnel file.
- (C) An employee shall not accept outside employment without written approval of their supervisor and Department Director.

(D) An employee shall not solicit work or business related to their outside employment during scheduled work hours.

(A)(E) A Department Director shall not approve outside employment related to potential or existing city contracts for which the employee requesting approval may participate in that person's capacity as a city employee.

**§ 3.60.040 PROHIBITION FROM SERVICE AS AN ELECTED OR APPOINTED OFFICIAL.**

(A) No employee shall be allowed to remain an employee and serve as an elected or appointed Mayor or City Council member.

(B) No employee shall be appointed as a member to the City of Unalaska Planning Commission or Platting Board. Any member of the City of Unalaska Planning Commission or Platting Board who accepts employment with the city shall be deemed to have submitted a resignation from the Commission or Board effective the date of employment.

**§ 3.60.050 EMPLOYMENT OF FAMILY MEMBERS.**

No person may be employed in a position directly supervised by a family member; this provision, however, does not prevent continued employment with the city of persons who are employed at the time of adoption of this section. Additionally, family members shall not be placed in a position such that one member is required ~~or authorized~~ to review the work, personnel documents, expense account or time records of another family member. Should such situations arise the review shall be done by a non-family member.

**§ 3.60.060 MOVING EXPENSES FOR NEW EMPLOYEES.**

(A) Whenever, in the opinion of the City Manager, it is necessary to recruit qualified employees from outside the city, the city employee will receive a lump sum payment not to exceed \$5,000, less applicable withholdings, to assist with moving related expenses, shall reimburse the employee for actual and necessary moving expenses in an amount not to exceed \$3,500 for shipment of personal belongings, plus an additional \$500 for authorized moving expenses with supporting receipts, plus airfare for the employee and dependents residing with the employee, as defined by the Internal Revenue Service.

(B) If the employee voluntarily leaves the employment of the city before completing 12 continuous months of employment, the employee will be required to repay the city for all moving expenses ~~reimbursed~~. The repayment of the moving expenses may be waived by the City Manager.

(C) The city shall be responsible for return transportation of an employee only as required by applicable state law.

~~(D) Executive employees shall not be reimbursed for moving expenses.~~

**§ 3.60.070 CITY VEHICLE POLICY.**

The City Manager shall maintain a city vehicle policy which has been approved by resolution of the City Council.

**§ 3.60.080 CITY HOUSING POLICY.**

As long as the City Council considers the housing shortage within the community critical and deems it necessary for the city government to provide some housing accommodations for



certain employees, then the City Council shall periodically adopt by resolution a city housing policy to be administered by the City Manager, or his/her designee.

**§ 3.60.090 INDIVIDUAL EMPLOYMENT AGREEMENTS.**

Any individual employment agreement between the city and the City Manager or between the city and any Department Director or professional employee which has been approved by the City Council supersedes the provisions of Title 3, except that within an individual employment agreement specific sections of this title may be incorporated by reference.

**§ 3.60.100 DRUG FREE WORKPLACE.**

The city will comply with the requirements of the Drug-Free Workplace Act of 1988 (41 USC 8101704 et seq.).

**§ 3.60.110 HARASSMENT.**

~~—The city recognizes the right of all employees to work in an environment free from all forms of discrimination and conduct which can be considered harassing, coercive or disruptive, including sexual harassment. It is the policy of the City of Unalaska to provide a work environment free from workplace bullying, harassment, and discrimination. All employees have the right to be treated with dignity and respect at work. Abusive or offensive conduct; workplace bullying or harassment; harassment of a sexual nature; and/or discrimination or harassment based on a protected characteristic is prohibited in the workplace. Employees shall not engage in workplace bullying, discrimination, or harassment of any kind toward any other employee or member of the public who enters the City workplace. The City of Unalaska and employees will comply with the requirements of Title VII Civil Rights Act of 1964; AS 18.80.220; Age Discrimination Act of 1975, and the Americans with Disabilities Act of 1990 as they relate to this subject.~~

**§ 3.60.120 TRAVEL ALLOWANCE.**

~~Upon completion of 12 consecutive months of regular full-time service and once during each anniversary year thereafter, regular full-time employees shall receive a travel allowance in the amount of \$1,5002,000, less applicable withholdings. Upon completion of 12 consecutive months of regular part-time service and once during each anniversary year thereafter, regular part-time employees shall receive a travel allowance in the amount of Travel allowance for regular part-time employees shall be \$1,000, less applicable withholdings, computed at a proportion of an equivalent full time position. The proportion shall be computed by dividing the number of actual hours in pay status, excluding overtime, in the previous year of a part time position by the normal work hours of an equivalent full time position. The travel allowance is included with the paycheck following the employee's anniversary date, or on the employee's anniversary date if that day is a payday. Only regular full and regular part-time employees are eligible for this travel allowance.~~

**Section 17: Effective Date.** This ordinance shall be effective September 16, 2019.

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

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Frank Kelty  
Mayor

ATTEST:

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Marjorie Veeder  
City Clerk

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## MEMORANDUM TO COUNCIL

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To: Mayor and City Council Members  
From: Erin Reinders, City Manager  
Date: August 27, 2019  
Re: Title 3 Ordinance Update

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**SUMMARY:** Ordinance 2019-10 amends Title 3, the City of Unalaska's personnel ordinance. The proposed updates are divided into four main categories: Standardization & Clarifications, Expanded & New Sections, Pay Plans, and Benefit Refinements. Staff recommends approval.

**PREVIOUS COUNCIL ACTION:** Staff briefed Council on this topic in May 2019. In 2013, the City commissioned a comprehensive Compensation and Benefits Analysis, the result of which was an update of the classification and pay plans and Council amended Title 3 by ordinance. 2006 was the last time there were more widespread changes to Title 3. Council was provided an overview of the proposed changes to Title 3 at the July 23, 2019 Council meeting.

**BACKGROUND:** Title 3 compliments the Collective Bargaining Units (CBAs) for most employees, but this is the only governing document regarding personnel matters for employees not represented by a Collective Bargaining Unit or Union. Collective Bargaining Unit Agreements, otherwise known as Union Contracts, typically follow a three year review cycle. The last time Council took action on Title 3 was in 2013, and the time before that in 2006.

Unalaska Municipal Code § 3.40.020 currently states that the City Manager shall periodically, but not less often than every four years, review the pay plan, and make a report to City Council with a recommendation regarding the necessary changes to keep the pay plan current. A review of the pay plan was done in coordination with these Title 3 updates. The 4.5% increase to the entire scale discussed in July has been incorporated into Section 3.40.040, the Pay Range Matrix.

Unalaska Municipal Code § 3.16.040 currently states that a review of the classification plan shall be done at least every seven years. Since the Compensation and Benefits Analysis in 2013 that included an update to the classification plan, there have been six reclassifications and three initial classifications due to the creation of new positions. DPS Office Manager was reclassified from B23 to B31 in 2016; Deputy Police Chief and Fire Chief were reclassified from D61 to D63 in 2016; IS Supervisor was reclassified from C43 to D61 in 2016; Controller was reclassified and retitled from D61 to D63 in 2017; and the Fire Chief was again reclassified from a D63 to E83 in 2019.

Although a review of the classification plan addressed in the future as a separate project, five positions will be reclassified at this time. Risk Manager is reclassified from C41 to C45; Human Resources Manager is reclassified from C44/51 to D62; IS Supervisor is reclassified from D61 to D62; City Engineer is reclassified from C45/C52 to D63; and Deputy DPU Director is reclassified from C45/C52 to D63. These adjustments better reflect the roles and responsibilities these positions play within the organization. Some of these positions are currently vacant, or are planned to be soon, and we are hopeful that reclassifying will assist in recruitment. No budget

amendment is required for these reclassifications and, therefore, no action is required by Council.

**DISCUSSION:** The goal of City Administration is to help with the recruitment and retention of qualified and dedicated team members. Additionally, it is our goal to provide for a safe, positive and equitable working environment for all our employees. We also continue to explore sustainable solutions that have lasting impact and are beneficial to both community members and employees.

The proposed updates to Title 3 can be broken up into four main categories. The categories include: Standardization & Clarifications, Expanded & New Sections, Pay Plans, and Benefit Refinements. Changes that have been incorporated since the July meeting, besides grammatical corrections and phrasing improvements, are highlighted below.

***Standardization & Clarifications***

- The Acting Appointment section was refined to state that acting pay would begin on the first day and highlight that this could be used in cases where an external emergency hire would otherwise be required.
- Recruitment section was refined to have a set 10-day posting.
- The grievance procedure has been refined based on Human Resources Manager and City Attorney recommendations. This includes a standardized pre-disciplinary hearing section, a new appeals section, and the resulting elimination of the arbitration section.
- For increased consistency, Family Medical Leave and Alaska Family Leave are now referenced as another time when employees may utilize their personal leave bank.
- For increased clarity, unused hours from floating holidays are now eligible for cash out at the time of employment separation, so long as the holiday has passed.

***Expanded and New Sections***

- The Risk Manager has provided additional refinements to the Safety section, with particular attention paid to the details of the safety committee portion.

***Pay Plans***

- The previously discussed 4.5% increase to the wage scale has now been incorporated into the draft proposals for the Pay Range Matrix.

**ALTERNATIVES:** This is presented for information purposes. Staff is open to guidance, questions and feedback.

**FINANCIAL IMPLICATIONS:** Council will also be asked to take action on Ordinance 2019-11, the budget amendment to implement the additional expense for the annual travel allowance associated with these changes. Ordinance 2019-11 also amends the budget and authorizes a 4.5% cost of living adjustment to the base pay for all existing Title 3 employees. The cost directly associated with these changes and the COLA is \$145,803. The total cost to the City (including taxes, PERS and Workers Compensation) is \$192,605.

**LEGAL:** Staff consulted the City Attorney on this issue, and the City Attorney's office produced the Ordinance document being considered this evening.

**STAFF RECOMMENDATION:** Staff recommends approval.

**PROPOSED MOTION:** I move to approve Ordinance 2019-10, and set it for public hearing and second reading on September 10, 2019.

**ATTACHMENTS:** Memo to Council from July 23, 2019 Meeting

CITY OF UNALASKA  
UNALASKA, ALASKA

ORDINANCE 2019-11

CREATING BUDGET AMENDMENT #2 TO THE FISCAL YEAR 2020 OPERATING BUDGET TO FUND THE INCREASED TRAVEL ALLOWANCE PROVIDED WITH CHANGES TO TITLE 3; FUND A COST OF LIVING ADJUSTMENT FOR TITLE 3 EMPLOYEES; ACCOUNT FOR A CALCULATION ERROR MADE IN THE ORIGINAL BUDGET FOR RECREATION ASSISTANTS; AND FUND THE APPROVED CHANGES FOR THE THREE LOCAL 302 COLLECTIVE BARGAINING UNIT AGREEMENTS

BE IT ENACTED BY THE UNALASKA CITY COUNCIL

Section 1. Classification: This is a non-code ordinance.  
Section 2. Effective Date: This ordinance becomes effective upon adoption.  
Section 3. Content: The City of Unalaska FY20 Budget is amended as follows:

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

**Amendment No. 2 to Ordinance #2019-07**

	<u>Current</u>	<u>Requested</u>	<u>Revised</u>
<b>I. OPERATING BUDGETS</b>			
<b>A. General Fund</b>			
Sources			
General Fund - Appropriated Fund Balance	\$ 9,061,889	\$ 385,465	\$ 8,676,424
PERS Non-Employer Contribution	443,975	13,319	457,295
	<u>\$ 9,505,864</u>	<u>\$ 398,784</u>	<u>\$ 9,133,719</u>
Uses			
City Manager	389,467	3,303	392,770
Administration	1,298,462	20,223	1,318,685
Clerks	511,493	15,777	527,270
Finance/IS	1,920,179	57,050	1,977,229
Planning	763,737	16,348	780,085
Public Safety	5,695,130	15,577	5,710,707
Fire/EMS	1,867,287	7,180	1,874,467
Public Works	6,621,740	138,129	6,759,869
Parks, Culture & Recreation	3,268,040	125,197	3,393,237
	<u>\$ 22,335,535</u>	<u>\$ 398,784</u>	<u>\$ 22,734,319</u>
<b>B. Proprietary Funds</b>			
Sources			
Electric Fund - Budgeted use of unrestricted net assets	\$ 1,274,445	\$ 118,617	\$ 1,393,062
Electric Fund - PERS Non-Employer Contribution	93,473	4,448	97,921
Water Fund - Budgeted use of unrestricted net assets	3,748,968	46,002	3,794,970
Water Fund - PERs Non-Employer Contribution	35,745	1,623	37,368
Wastewater Fund - Budgeted use of unrestricted net assets	592,657	42,144	634,801
Wastewater Fund - PERS Non-Employer Contribution	40,462	1,475	41,937
Solid Waste Fund - Budgeted use of unrestricted net assets	1,911,972	53,123	1,965,095
Solid Waste Fund - PERS Non-Employer Contribution	37,969	1,942	39,911
Ports Fund - Budgeted use of unrestricted net assets	3,246,825	34,793	3,281,618
Ports Fund - PERS Non-Employer Contribution	63,971	1,347	65,318
Airport Fund - Budgeted use of unrestricted net assets	258,555	7,899	266,454
Airport Fund - PERS Non-Employer Contribution	6,841	1,652	8,493
Housing Fund - Budgeted use of unrestricted net assets	308,655	7,226	315,881
Housing Fund - PERS Non-Employer Contribution	5,668	300	5,968
	<u>\$ 11,626,206</u>	<u>\$ 322,591</u>	<u>\$ 11,948,797</u>

Uses	Current	Requested	Revised
Electric Fund - Utility Administration Expenses	\$ 5,492,481	\$ 26,278	\$ 5,518,759
Electric Fund - Power Production Expenses	10,256,916	51,570	10,308,486
Electric Fund - Power Distribution Expenses	1,394,234	35,762	1,429,996
Electric Fund - Vehicle Maintenance	54,997	6,518	61,515
Electric Fund - Facilities Maintenance	134,105	2,937	137,042
Water Fund - Utility Administration Expenses	1,771,563	15,074	1,786,637
Water Fund - Operating Expenses	1,568,706	27,797	1,596,503
Water Fund - Vehicle Maintenance	34,374	3,801	38,175
Water Fund - Facilities Maintenance	56,824	953	57,777
Wastewater Fund - Utility Administration Expenses	1,939,451	12,437	1,951,888
Wastewater Fund - Operating Expenses	2,189,164	27,089	2,216,253
Wastewater Fund - Vehicle Maintenance	25,660	2,982	28,642
Wastewater Fund - Facilities Maintenance	85,042	1,111	86,153
Solid Waste Fund - Utility Administration Expenses	1,556,613	9,573	1,566,186
Solid Waste Fund - Operating Expenses	2,058,545	30,221	2,088,766
Solid Waste Fund - Vehicle Maintenance	125,530	12,073	137,603
Solid Waste Fund - Facilities Maintenance	74,907	3,198	78,105
Ports Fund - Harbor Office Expenses	7,983,485	27,462	8,010,947
Ports Fund - CEM Small Boat Harbor Expenses	500,459	1,667	502,126
Ports Fund - Vehicle Maintenance	54,815	5,716	60,531
Ports Fund - Facilities Maintenance	53,856	1,295	55,151
Airport Fund - Admin/Operating Expenses	579,808	3,687	583,495
Airport Fund - Facilities Maintenance	237,088	5,864	242,952
Housing Fund - Admin/Operating Expenses	357,880	2,582	360,462
Housing Fund - Facilities Maintenance	204,943	4,944	209,887
	<u>\$ 38,791,446</u>	<u>\$ 322,591</u>	<u>\$ 39,114,037</u>

PASSED AND ADOPTED by a duly constituted quorum of the Unalaska City Council on September 10, 2019.

\_\_\_\_\_  
Frank Kelty  
Mayor

ATTEST:

\_\_\_\_\_  
Marjie Veeder  
City Clerk

	<u>Org</u>	<u>Object</u>	<u>Current</u>	<u>Requested</u>	<u>Revised</u>
<b>General Fund - Operating Budget</b>					
<b>Sources:</b>					
Appropriated Fund Balance	01010049	49900	9,061,889	385,465	8,676,424
PERS Non-Employer Contributions	01010041	42355	443,975	13,319	457,295
v					
<b>Uses:</b>					
<b>City Manager</b>					
Salaries and Wages	01020251	51100	155,261	2,611	157,872
FICA & Medicare Emplr Match	01020251	52200	10,441	182	10,623
PERS Employer Contribution	01020251	52300	42,158	500	42,658
Workers Compensation	01020251	52500	624	10	634
<b>Administration</b>					
Salaries and Wages	01020351	51100	385,611	15,604	401,215
FICA & Medicare Emplr Match	01020351	52200	29,287	894	30,181
PERS Employer Contribution	01020351	52300	103,317	3,666	106,983
Workers Compensation	01020351	52500	1,519	59	1,578
<b>Clerks</b>					
Salaries and Wages	01020551	51100	223,647	11,942	235,589
FICA & Medicare Emplr Match	01020551	52200	17,187	913	18,100
PERS Employer Contribution	01020551	52300	60,716	2,880	63,596
Workers Compensation	01020551	52500	832	42	874
<b>Finance</b>					
Salaries and Wages	01020651	51100	506,185	32,558	538,743
FICA & Medicare Emplr Match	01020651	52200	40,013	2,485	42,498
PERS Employer Contribution	01020651	52300	134,673	8,420	143,093
Workers Compensation	01020651	52500	1,979	120	2,099
<b>Information Systems</b>					
Salaries and Wages	01020751	51100	223,084	9,778	232,862
FICA & Medicare Emplr Match	01020751	52200	17,178	748	17,926
PERS Employer Contribution	01020751	52300	57,151	2,379	59,530
Workers Compensation	01020751	52500	13,386	562	13,948
<b>Planning</b>					
Salaries and Wages	01020851	51100	332,522	12,461	344,983
FICA & Medicare Emplr Match	01020851	52200	26,689	954	27,643
PERS Employer Contribution	01020851	52300	86,959	2,886	89,845
Workers Compensation	01020851	52500	1,304	47	1,351
<b>Police/DMV/Animal Control</b>					
Salaries and Wages	01021151	51100	1,766,348	8,346	1,774,694
FICA & Medicare Emplr Match	01021151	52200	146,266	631	146,897
PERS Employer Contribution	01021151	52300	501,458	2,003	503,461
Workers Compensation	01021151	52500	52,463	247	52,710
<b>Communications</b>					
Salaries and Wages	01021251	51100	494,502	1,626	496,128
FICA/Medicare Employer Match	01021251	52200	37,565	125	37,690
PERS Employer Benefit	01021251	52300	130,285	398	130,683
Workers Compensation Ins	01021251	52500	1,402	5	1,407



	<u>Org</u>	<u>Object</u>	<u>Current</u>	<u>Requested</u>	<u>Revised</u>
<b>Corrections</b>					
Salaries and Wages	01021451	51100	526,722	1,626	528,348
FICA & Medicare Emplr Match	01021451	52200	42,755	125	42,880
PERS Employer Contribution	01021451	52300	138,503	398	138,901
Workers Compensation	01021451	52500	15,160	47	15,207
<b>Fire/EMS</b>					
Salaries and Wages	01021551	51100	603,612	5,500	609,112
FICA & Medicare Emplr Match	01021551	52200	54,955	88	55,043
PERS Employer Contribution	01021551	52300	169,601	1,366	170,967
Workers Compensation	01021551	52500	25,039	226	25,265
<b>DPW Administration</b>					
Salaries and Wages	01022051	51100	298,925	14,944	313,869
FICA & Medicare Emplr Match	01022051	52200	22,868	1,141	24,009
PERS Employer Contribution	01022051	52300	80,067	3,603	83,670
Workers Compensation	01022051	52500	6,120	291	6,411
<b>Roads</b>					
Salaries and Wages	01022251	51100	889,672	43,396	933,068
Temporary Employees	01022251	51200	35,038	1,050	36,088
FICA & Medicare Emplr Match	01022251	52200	74,184	3,398	77,582
PERS Employer Contribution	01022251	52300	251,990	10,589	262,579
Unemployment Insurance	01022251	52400	4,340	11	4,351
Workers Compensation	01022251	52500	37,979	1,766	39,745
<b>Supply</b>					
Salaries and Wages	01022351	51100	146,667	5,424	152,091
FICA & Medicare Emplr Match	01022351	52200	11,422	416	11,838
PERS Employer Contribution	01022351	52300	39,023	1,213	40,236
Workers Compensation	01022351	52500	7,114	254	7,368
<b>Vehicle Maintenance</b>					
Salaries and Wages	01022851	51100	407,247	5,184	412,431
FICA & Medicare Emplr Match	01022851	52200	32,392	339	32,731
PERS Employer Contribution	01022851	52300	113,496	1,430	114,926
Workers Compensation	01022851	52500	14,816	186	15,002
<b>Facilities Maintenance</b>					
Salaries and Wages	01022951	51100	448,545	30,191	478,736
Temporary Employees	01022951	51200	39,283	1,176	40,459
FICA & Medicare Emplr Match	01022951	52200	38,511	2,580	41,091
PERS Employer Contribution	01022951	52300	122,970	8,239	131,209
Workers Compensation	01022951	52500	20,736	1,308	22,044
<b>PCR Administration</b>					
Salaries and Wages	01023151	51100	120,607	4,744	125,351
FICA & Medicare Emplr Match	01023151	52200	9,227	363	9,590
PERS Employer Contribution	01023151	52300	32,850	1,170	34,020
Workers Compensation	01023151	52500	451	17	468
<b>Rec Programs</b>					
Salaries and Wages	01023251	51100	288,962	21,252	310,214
FICA & Medicare Emplr Match	01023251	52200	25,548	1,625	27,173
PERS Employer Contribution	01023251	52300	83,142	5,310	88,452
Workers Compensation	01023251	52500	5,585	383	5,968

	<u>Org</u>	<u>Object</u>	<u>Current</u>	<u>Requested</u>	<u>Revised</u>
<b>Community Center</b>					
Salaries and Wages	01023351	51100	303,185	32,052	335,237
FICA & Medicare Emplr Match	01023351	52200	24,723	2,455	27,178
PERS Employer Contribution	01023351	52300	69,241	2,959	72,200
Unemployment Insurance	01023351	52400	2,624	204	2,828
Workers Compensation	01023351	52500	1,226	117	1,343
<b>Library</b>					
Salaries and Wages	01023451	51100	279,134	27,146	306,280
Temporary Employees	01023451	51200	10,030	358	10,388
FICA & Medicare Emplr Match	01023451	52200	22,733	2,106	24,839
PERS Employer Contribution	01023451	52300	64,327	5,622	69,949
Unemployment Insurance	01023451	52400	2,175	52	2,227
Workers Compensation	01023451	52500	1,055	94	1,149
<b>Aquatics Center</b>					
Salaries and Wages	01023551	51100	234,990	13,821	248,811
FICA & Medicare Emplr Match	01023551	52200	18,359	1,060	19,419
PERS Employer Contribution	01023551	52300	43,931	1,566	45,497
Unemployment Insurance	01023551	52400	1,958	65	2,023
Workers Compensation	01023551	52500	11,802	656	12,458
<b>Electric Fund - Operating Budget</b>					
<b>Sources:</b>					
Budgeted use of unrestricted net assets	50015049	49910	1,274,445	118,617	1,393,062
PERS Non-Employer Contributions	50015041	42355	93,473	4,448	97,921
<b>Uses:</b>					
<b>Electric - Utility Administration</b>					
Salaries and Wages	50024051	51100	392,451	19,638	412,089
FICA & Medicare Emplr Match	50024051	52200	30,196	1,349	31,545
PERS Employer Contribution	50024051	52300	103,579	4,850	108,429
Workers Compensation	50024051	52500	9,259	441	9,700
<b>Electric Production</b>					
Salaries and Wages	50024151	51100	764,067	37,869	801,936
FICA & Medicare Emplr Match	50024151	52200	62,072	2,896	64,968
PERS Employer Contribution	50024151	52300	217,259	9,189	226,448
Workers Compensation	50024151	52500	34,224	1,616	35,840
<b>Electric Line Repair</b>					
Salaries and Wages	50024251	51100	516,288	26,195	542,483
FICA & Medicare Emplr Match	50024251	52200	43,449	2,003	45,452
PERS Employer Contribution	50024251	52300	153,654	6,410	160,064
Workers Compensation	50024251	52500	23,905	1,154	25,059
<b>Electric (Vehicle Maint.)</b>					
Salaries and Wages	50022851	51100	20,925	4,754	25,679
FICA & Medicare Emplr Match	50022851	52200	1,660	377	2,037
PERS Employer Contribution	50022851	52300	5,813	1,216	7,029
Workers Compensation	50022851	52500	922	171	1,093
<b>Electric (Facilities Maint.)</b>					
Salaries and Wages	50022951	51100	31,346	2,100	33,446
FICA & Medicare Emplr Match	50022951	52200	2,468	165	2,633
PERS Employer Contribution	50022951	52300	8,582	575	9,157
Workers Compensation	50022951	52500	1,542	97	1,639

	<u>Org</u>	<u>Object</u>	<u>Current</u>	<u>Requested</u>	<u>Revised</u>
<b>Water Fund - Operating Budget</b>					
<b>Sources:</b>					
Budgeted use of unrestricted net assets	51015549	49910	3,748,968	46,002	3,794,970
PERS Non-Employer Contributions	51015541	42355	35,745	1,623	37,368
<b>Uses:</b>					
<b>Water - Utility Administration</b>					
Salaries and Wages	51024051	51100	238,390	11,261	249,651
FICA & Medicare Emplr Match	51024051	52200	18,245	791	19,036
PERS Employer Contribution	51024051	52300	62,822	2,747	65,569
Workers Compensation	51024051	52500	5,768	275	6,043
<b>Water - Operations</b>					
Salaries and Wages	51024351	51100	487,952	19,221	507,173
Temporary Employees	51024351	51200	55,764	1,664	57,428
FICA & Medicare Emplr Match	51024351	52200	44,164	1,595	45,759
PERS Employer Contribution	51024351	52300	139,391	4,473	143,864
Unemployment Insurance	51024351	52400	2,794	174	2,968
Workers Compensation	51024351	52500	17,684	670	18,354
<b>Water (Vehicle Maint.)</b>					
Salaries and Wages	51022851	51100	12,207	2,773	14,980
FICA & Medicare Emplr Match	51022851	52200	969	218	1,187
PERS Employer Contribution	51022851	52300	3,392	710	4,102
Workers Compensation	51022851	52500	538	100	638
<b>Water (Facilities Maint.)</b>					
Salaries and Wages	51022951	51100	10,172	682	10,854
FICA & Medicare Emplr Match	51022951	52200	799	54	853
PERS Employer Contribution	51022951	52300	2,780	186	2,966
Workers Compensation	51022951	52500	498	31	529
<b>Wastewater Fund - Operating Budget</b>					
<b>Sources:</b>					
Budgeted use of unrestricted net assets	52016049	49910	592,657	42,144	634,801
PERS Non-Employer Contributions	52016041	42355	40,462	1,475	41,937
<b>Uses:</b>					
<b>Wastewater - Utility Administration</b>					
Salaries and Wages	52024051	51100	199,779	9,305	209,084
FICA & Medicare Emplr Match	52024051	52200	15,284	657	15,941
PERS Employer Contribution	52024051	52300	52,684	2,264	54,948
Workers Compensation	52024051	52500	4,673	211	4,884
<b>Wastewater - Operations</b>					
Salaries and Wages	52024551	51100	476,534	18,628	495,162
Temporary Employees	52024551	51200	55,764	1,664	57,428
FICA & Medicare Emplr Match	52024551	52200	43,780	1,552	45,332
PERS Employer Contribution	52024551	52300	137,220	4,311	141,531
Unemployment Insurance	52024551	52400	2,794	174	2,968
Workers Compensation	52024551	52500	20,061	760	20,821
<b>Wastewater (Vehicle Maint.)</b>					
Salaries and Wages	52022851	51100	9,591	2,175	11,766
FICA & Medicare Emplr Match	52022851	52200	764	173	937
PERS Employer Contribution	52022851	52300	2,664	556	3,220
Workers Compensation	52022851	52500	423	78	501

	<u>Org</u>	<u>Object</u>	<u>Current</u>	<u>Requested</u>	<u>Revised</u>
<b>Wastewater (Facilities Maint.)</b>					
Salaries and Wages	52022951	51100	11,107	744	11,851
FICA & Medicare Emplr Match	52022951	52200	1,042	70	1,112
PERS Employer Contribution	52022951	52300	3,638	244	3,882
Workers Compensation	52022951	52500	850	53	903
<b>Solid Waste Fund - Operating Budget</b>					
<b>Sources:</b>					
Budgeted use of unrestricted net assets	53016549	49910	1,911,972	53,123	1,965,095
PERS Non-Employer Contributions	53016541	42355	37,969	1,942	39,911
<b>Uses:</b>					
<b>Solid Waste - Utility Administration</b>					
Salaries and Wages	53024051	51100	163,398	7,158	170,556
FICA & Medicare Emplr Match	53024051	52200	12,397	495	12,892
PERS Employer Contribution	53024051	52300	42,892	1,746	44,638
Workers Compensation	53024051	52500	4,142	174	4,316
<b>Solid Waste - Operations</b>					
Salaries and Wages	53024751	51100	446,912	21,435	468,347
Temporary Employees	53024751	51200	27,092	811	27,903
FICA & Medicare Emplr Match	53024751	52200	39,779	1,705	41,484
PERS Employer Contribution	53024751	52300	130,705	5,084	135,789
Unemployment Insurance	53024751	52400	2,594	79	2,673
Workers Compensation	53024751	52500	24,198	1,107	25,305
<b>Solid Waste (Vehicle Maint.)</b>					
Salaries and Wages	53022851	51100	38,801	8,809	47,610
FICA & Medicare Emplr Match	53022851	52200	3,078	694	3,772
PERS Employer Contribution	53022851	52300	10,779	2,254	13,033
Workers Compensation	53022851	52500	1,710	316	2,026
<b>Solid Waste (Facility Maint.)</b>					
Salaries and Wages	53022951	51100	34,128	2,287	36,415
FICA & Medicare Emplr Match	53022951	52200	2,684	180	2,864
PERS Employer Contribution	53022951	52300	9,341	626	9,967
Workers Compensation	53022951	52500	1,678	105	1,783
<b>Ports and Harbors Fund - Operating Budget</b>					
<b>Sources:</b>					
Budgeted use of unrestricted net assets	54017049	49910	3,246,825	34,793	3,281,618
PERS Non-Employer Contributions	54017041	42355	63,971	1,347	65,318
<b>Uses:</b>					
<b>Harbor Office</b>					
Salaries and Wages	54025051	51100	593,113	20,851	613,964
FICA & Medicare Emplr Match	54025051	52200	45,920	1,366	47,286
PERS Employer Contribution	54025051	52300	155,564	5,110	160,674
Workers Compensation	54025051	52500	3,986	135	4,121
<b>CEM Small Boat Harbor</b>					
Salaries and Wages	54025451	51100	127,158	1,260	128,418
FICA/Medicare Employer Match	54025451	52200	10,673	65	10,738
PERS Employer Benefit	54025451	52300	36,602	306	36,908
Workers Compensation Ins	54025451	52500	3,695	36	3,731

	<u>Org</u>	<u>Object</u>	<u>Current</u>	<u>Requested</u>	<u>Revised</u>
<b>Ports (Vehicle Maint.)</b>					
Salaries and Wages	54022851	51100	18,309	4,157	22,466
FICA & Medicare Emplr Match	54022851	52200	1,455	328	1,783
PERS Employer Contribution	54022851	52300	5,088	1,065	6,153
Unemployment Insurance	54022851	52400	85	17	102
Workers Compensation	54022851	52500	807	149	956
<b>Ports (Facilities Maint.)</b>					
Salaries and Wages	54022951	51100	13,830	927	14,757
FICA & Medicare Emplr Match	54022951	52200	1,083	73	1,156
PERS Employer Contribution	54022951	52300	3,773	253	4,026
Workers Compensation	54022951	52500	674	42	716
<b>Airport Fund - Operating Budget</b>					
<b>Sources:</b>					
Budgeted use of unrestricted net assets	55017549	49910	258,555	7,899	266,454
PERS Non-Employer Contributions	55017541	42355	6,841	1,652	8,493
<b>Uses:</b>					
<b>Airport Admin/Operations</b>					
Salaries and Wages	55025651	51100	58,751	2,811	61,562
FICA & Medicare Emplr Match	55025651	52200	4,420	171	4,591
PERS Employer Contribution	55025651	52300	15,235	695	15,930
Workers Compensation	55025651	52500	290	10	300
<b>Airport (Facilities Maint.)</b>					
Salaries and Wages	55022951	51100	62,115	4,162	66,277
Temporary Employees	55022951	51200	1,007	30	1,037
FICA & Medicare Emplr Match	55022951	52200	4,965	333	5,298
PERS Employer Contribution	55022951	52300	17,002	1,139	18,141
Workers Compensation	55022951	52500	3,189	200	3,389
<b>Housing Fund - Operating Budget</b>					
<b>Sources:</b>					
Budgeted use of unrestricted net assets	56018049	49910	308,655	7,226	315,881
PERS Non-Employer Contributions	56018041	42355	5,668	300	5,968
<b>Uses:</b>					
<b>Housing Admin &amp; Operating</b>					
Salaries and Wages	56025851	51100	46,536	1,982	48,518
FICA & Medicare Emplr Match	56025851	52200	3,536	118	3,654
PERS Employer Contribution	56025851	52300	12,208	475	12,683
Workers Compensation	56025851	52500	168	7	175
<b>Housing (Facilities Maint.)</b>					
Salaries and Wages	56022951	51100	51,794	3,470	55,264
FICA & Medicare Emplr Match	56022951	52200	4,165	279	4,444
PERS Employer Contribution	56022951	52300	14,502	1,025	15,527
Workers Compensation	56022951	52500	2,712	170	2,882

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## MEMORANDUM TO COUNCIL

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To: Mayor and City Council Members  
From: Erin Reinders, City Manager  
Date: August 27, 2019  
Re: Ordinance 2019-11, Budget Amendment #2

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**SUMMARY:** This budget amendment will fund the proposed increased travel allowance provided with changes to Title 3, authorizes and funds a Cost of Living Adjustment for Title 3 employees, corrects a calculation error made in the original budget for Recreation Assistants, and fully funds the approved changes for the three Local 302 Collective Bargaining Agreements (CBAs). The total cost to the City for this implementation is \$721,375. The cost to each department is itemized on the attached Budget Amendment spreadsheet.

**PREVIOUS COUNCIL ACTION:** Council approved three separate Collective Bargaining Agreements with the International Union of Operating Engineers (IUOE) Local 302 on May 28, 2019.

In 2013, the City commissioned a comprehensive Compensation and Benefits Analysis, the result of which was an update of the classification and pay plans, and Council amended Title 3 by Ordinance. Staff presented to Council an overview of the proposed changes to Title 3, including the adjustment to the pay plan, on July 23, 2019.

**BACKGROUND:** Every three years the City and Local 302 bargaining units enter contract negotiations to agree upon collective bargaining agreements for a new three-year term. Negotiations were held during the week of May 6, 2019. The three bargaining units include City Hall, DPU/W and PCR. Council approved all three agreements on May 28, 2019.

Unalaska Municipal Code Section 3.40.020 states that the City Manager shall periodically, but not less often than every four years, review the pay plan, and make a report to City Council with a recommendation regarding the necessary changes to keep the pay plan current. Title 3 compliments the CBAs for most employees, but this is the only governing document regarding personnel matters for employees not represented by a Collective Bargaining Unit or Union. The last time this was done was in 2013.

**DISCUSSION:** This budget amendment will fund the implementation of the three Local 302 Collective Bargaining Unit Agreements and Title 3 changes. The breakdown of the implementation and correction is:

<u>GROUP/BARGAINING UNIT</u>	<u>SALARIES &amp; WAGES</u>	<u>TAXES</u>	<u>PERS</u>	<u>WCOMP</u>	<u>TOTAL</u>
Title III	145,803	9,893	32,996	3,913	<b>192,605</b>
<b>302 - DPW/DPU</b>	265,659	21,247	63,721	7,125	<b>357,752</b>
302 - City Hall	57,491	4,397	14,752	1,543	<b>78,183</b>
302 - PCR	56,591	4,265	9,364	1,512	71,732
302 - PCR FTE Error	16,581	1,273	2,797	452	21,103
<b>302 - PCR Total</b>	73,171	5,538	12,161	1,964	<b>92,834</b>
<b>TOTAL</b>	<b>542,124</b>	<b>41,075</b>	<b>123,631</b>	<b>14,545</b>	<b>721,375</b>

A total of \$507,667 is the cost to fully implement all the approved changes for three Local 302 Collective Bargaining Unit Agreements.

The \$21,103 is associated with a calculation error in the original budget involving Recreation Assistants.

The cost of \$192,605 fully implements the Title 3 changes and allows for COLA increases for Title 3 employees. COLA increases are effective pay period ending September 30, 2019.

**ALTERNATIVES:** Council could choose not to implement the approved changes for the Collective Bargaining Units, the Cost of Living Adjustment for Title 3 employees, and the proposed changes to Title 3.

**FINANCIAL IMPLICATIONS:** The total cost to the City is \$721,375. The cost to each department is itemized on the attached Budget Amendment Spreadsheet.

**LEGAL:** Staff consulted the City Attorney during the development of this Budget Amendment.

**STAFF RECOMMENDATION:** Staff recommends approval.

**PROPOSED MOTION:** I move to approve Ordinance 2019-11, and set it for public hearing and second reading on September 10, 2019.

**ATTACHMENTS:** None

CITY OF UNALASKA  
UNALASKA, ALASKA

RESOLUTION 2019-50

A RESOLUTION OF THE UNALASKA CITY COUNCIL ESTABLISHING THE UNALASKA 2020 CENSUS COMPLETE COUNT COMMITTEE

WHEREAS the U.S. Census Bureau is required by the U.S. Constitution to conduct a count of the population and provides a historic opportunity to help shape the foundation of our society and play an active role in American democracy; and

WHEREAS the City of Unalaska is committed to ensuring every resident is counted; and

WHEREAS federal and state funding is allocated to communities, and decisions are made on matters of national and local importance based in part on census data; and

WHEREAS census data helps determine how many seats each state will have in the U.S. House of Representatives and is necessary for an accurate and fair redistricting of state legislative seats and voting districts; and

WHEREAS information from the 2020 Census and American Community Survey are vital tools for economic development and increased employment; and

WHEREAS the information collected by the census is confidential and protected by law; and

WHEREAS the census requires extensive work, and local involvement helps achieve a complete and accurate count; and

WHEREAS a united voice from Unalaska's business, government, community-based and faith-based organizations, educators, media and others will enable the 2020 Census message to reach more of our citizens; and

WHEREAS an Unalaska Complete Count Committee will bring together a cross section of community members who will utilize their local knowledge and expertise to reach out to all persons of our community; and

WHEREAS the Unalaska Complete Count Committee will work with the Census Bureau to strive for an accurate count.

NOW, THEREFORE BE IT RESOLVED that the Unalaska City Council hereby establishes a 2020 Census Complete Count Committee. This committee will:

1. Bring together a cross section of community organizations and citizens whose focus is 2020 Census awareness.
2. Utilize local knowledge, expertise and influence of each Complete Count Committee member to design and implement a census awareness campaign targeted to our community.



3. Strive to increase the self-response rate for households responding online, by telephone or mail, by building awareness through social media, newsletters, community events and other communications.

PASSED AND ADOPTED by a duly constituted quorum of the Unalaska City Council on September 10, 2019.

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Frank Kelty  
Mayor

ATTEST:

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Marjie Veeder  
City Clerk

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## MEMORANDUM TO COUNCIL

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To: Mayor and City Council Members  
From: Bil Homka, Planning Director  
Through: Erin Reinders, City Manager  
Date: September 10, 2019  
Re: Resolution 2019-50, establishing the Unalaska 2020 Census Complete Count Committee

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**SUMMARY:** The U.S. Census Bureau will conduct a count of the United States population in 2020. Forming a Complete Count Committee in Unalaska will help ensure a complete and accurate count of Unalaska's residents.

**PREVIOUS COUNCIL ACTION:** None found.

**BACKGROUND:** An accurate count is important because federal and state funding is allocated to communities, and decisions are made on matters of national and local importance based, in part, on census data. Census data also helps determine how many seats each state will have in the U.S. House of Representatives and is necessary for an accurate and fair redistricting of state legislative seats. Census data can also be a vital tool in economic development.

**DISCUSSION:** The census requires extensive work and local involvement helps achieve a complete and accurate count of all members of the community.

The City has been asked to be involved in forming the "Unalaska Complete Count Committee" (CCC) which is designed to bring together a cross section of community members to utilize their local knowledge and expertise to reach out to all persons of our community.

Alaska and the Aleutian Islands Region historically have a lower response rate compared to other areas in the nation. Impediments to a complete count may include incomplete street addresses, language barriers, our remote location, transient working populations, persons living on employer premises, or a general distrust of government. The CCC will strive to overcome these barriers, and others, to help ensure a complete count. The CCC will strive to:

- Communicate the importance of the census through local messaging;
- Raise awareness of the census throughout the city;
- Motivate every household in the city to participate in the census by completing the questionnaire thoroughly and in a timely manner; and
- Increases the city's self-response rate.

Support from the City Council will help form a united voice, in the form of the CCC, from Unalaska's government, business, community and faith-based organizations, educators, media and others. The CCC will help census workers to reach and count more of our citizens. The CCC will work with the Census Bureau to strive for an accurate count.

**ALTERNATIVES:** The City Council may choose to support the creation of a Complete Count Committee or not.

**FINANCIAL IMPLICATIONS:** Staff does not anticipate that significant expense will be incurred by participating in the CCC, and it is expected that any expense incurred can be covered by presently appropriated departmental budgets. Census data impacts federal and state funding allocations.

**LEGAL:** Not applicable.

**STAFF RECOMMENDATION:** Staff recommends adoption of Resolution 2019-50.

**PROPOSED MOTION:** I move to adopt Resolution 2019.50.

**CITY MANAGER COMMENTS:** I support adoption of Resolution 2019-50 and the City's participation in a Complete Count Committee.

**ATTACHMENTS:**

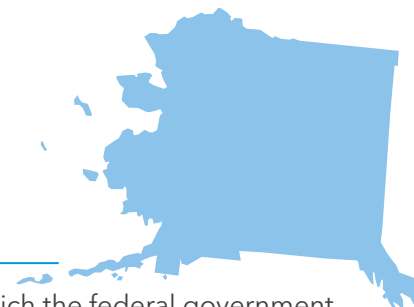
- Counting for Dollars 2020, the Role of Decennial Census in the Geographic Distribution of Federal Funds, Alaska
- Complete Count Committees brochure
- Municipal Complete Count Committee
- Census 101 – What you need to know

# ALASKA

In FY2016, Alaska received

**\$3,194,463,262**

through 55 federal spending programs guided by data derived from the 2010 Census.



The Counting for Dollars 2020 Project aims to understand 1) the extent to which the federal government will rely on data from the 2020 Census to guide the distribution of federal funding to states, localities, and households across the nation and 2) the impact of the accuracy of the 2020 Census on the fair, equitable distribution of these funds.

The project has analyzed spending by state for 55 federal programs (\$883,094,826,042 in FY2016). Three types of programs are analyzed:

- **Domestic financial assistance programs** provide financial assistance – including direct payments to individuals, grants, loans, and loan guarantees – to non-federal entities within the U.S. – such as individuals and families, state and local governments, companies, and nonprofits – in order to fulfill a public purpose.
- **Tax credit programs** allow a special exclusion, exemption, or deduction from gross income or provide a special credit, a preferential rate of tax, or a deferral of tax liability.
- **Procurement programs** award a portion of Federal prime contract dollars to small businesses located in areas selected on the basis of census-derived data.

The four uses of census-derived datasets to geographically allocate funding are:

- **Define eligibility criteria** – that is, identify which organizations or individuals can receive funds.
- **Compute formulas** that geographically allocate funds to eligible recipients.
- **Rank project applications** based on priorities (e.g., smaller towns, poorer neighborhoods).
- **Set interest rates** for federal loan programs.

The two categories of census-derived datasets are:

- **Geographic classifications** – the characterization (e.g., rural), delineation (e.g., Metropolitan Areas), or designation (e.g., Opportunity Zones) of specific geographic areas.
- **Variable datasets**
  - **Annual updates** of population and housing variables collected in the Decennial Census.
  - **Household surveys** collecting new data elements (e.g., income, occupation) by using the Decennial Census to design representative samples and interpret results.



### Reports of the Counting for Dollars 2020 Project:

- **Report #1:** Initial Analysis: 16 Large Census-guided Financial Assistance Programs (August 2017)\*
- **Report #2:** Estimating Fiscal Costs of a Census Undercount to States (March 2018)\*
- **Report #3:** Role of the Decennial Census in Distributing Federal Funds to Rural America (December 2018)\*
- **Report #4:** Census-derived Datasets Used to Distribute Federal Funds (December 2018)
- **Report #5:** Analysis of 55 Large Census-guided Federal Spending Programs (forthcoming)\*†
- **Report #6:** An Inventory of 320 Census-guided Federal Spending Programs (forthcoming)

\* Data available by state

† Source for this state sheet

# Counting for Dollars 2020

## The Role of the Decennial Census in the Geographic Distribution of Federal Funds

REPORT

COUNTING FOR DOLLARS 2020:

# ALASKA

**Allocation of Funds from 55 Large Federal Spending Programs  
Guided by Data Derived from the 2010 Census (Fiscal Year 2016)**

**Total Program Obligations: \$3,194,463,262**

Program	Dept.	Obligations	Program	Dept.	Obligations
<b>Financial Assistance Programs</b>		<b>\$3,005,897,409</b>			
Medical Assistance Program (Medicaid)	HHS	\$1,245,840,000	Community Facilities Loans/Grants	USDA	\$822,069
Federal Direct Student Loans	ED	\$63,162,119	Supporting Effective Instruction State Grants	ED	\$10,640,022
Supplemental Nutrition Assistance Program	USDA	\$175,483,424	Crime Victim Assistance	DOJ	\$5,476,300
Medicare Suppl. Medical Insurance (Part B)	HHS	\$100,377,025	CDBG Entitlement Grants	HUD	\$1,606,172
Highway Planning and Construction	DOT	\$550,503,380	Public Housing Capital Fund	HUD	\$2,036,000
Federal Pell Grant Program	ED	\$34,900,000	Block Grants for the Prevention and Treatment of Substance Abuse	HHS	\$5,889,074
Section 8 Housing Choice Vouchers	HUD	\$41,973,000	Water and Waste Disposal Systems for Rural Communities	USDA	\$37,246,303
Temporary Assistance for Needy Families	HHS	\$72,430,306	Social Services Block Grant	HHS	\$3,640,366
Very Low to Moderate Income Housing Loans	USDA	\$112,014,712	Rural Rental Assistance Payments	USDA	\$6,793,849
Title I Grants to LEAs	ED	\$39,266,561	Business and Industry Loans	USDA	\$19,430,000
State Children's Health Insurance Program	HHS	\$20,378,000	Career and Technical Education - Basic Grants to States	ED	\$4,214,921
National School Lunch Program	USDA	\$35,419,000	Homeland Security Grant Program	DHS	\$4,427,695
Special Education Grants	ED	\$37,544,473	WIOA Dislocated Worker Grants	DOL	\$2,299,690
Section 8 Housing Assistance Payments Program	HUD	\$10,667,133	HOME	HUD	\$3,568,935
Federal Transit Formula Grants	DOT	\$33,048,000	State CDBG	HUD	\$2,592,884
Head Start	HHS	\$47,340,666	WIOA Youth Activities	DOL	\$2,443,616
WIC	USDA	\$24,579,000	WIOA Adult Activities	DOL	\$2,042,848
Title IV-E Foster Care	HHS	\$20,051,757	Employment Service/Wagner-Peyser	DOL	\$7,660,792
Health Care Centers	HHS	\$64,271,013	Community Services Block Grant	HHS	\$3,756,915
School Breakfast Program	USDA	\$12,053,000	Special Programs for the Aging, Title III, Part C, Nutrition Services	HHS	\$3,348,608
Rural Electrification Loans and Loan Guarantees	USDA	\$16,462,000	Cooperative Extension Service	USDA	\$2,052,057
Public and Indian Housing	HUD	\$8,679,000	Native Amer. Employment & Training	DOL	\$61,192
Low Income Home Energy Assistance	HHS	\$17,502,723			
Child and Adult Care Food Program	USDA	\$9,203,000	<b>Federal Tax Expenditures</b>		<b>\$39,141,819</b>
Vocational Rehabilitation Grants to the States	ED	\$10,393,765	Low Income Housing Tax Credit	Treas	\$19,837,908
Child Care Mandatory and Matching Funds	HHS	\$7,850,000	New Markets Tax Credit	Treas	\$19,303,912
Unemployment Insurance Administration	DOL	\$24,727,000			
Federal Transit - Capital Investment Grants	DOT	\$13,729,971	<b>Federal Procurement Programs</b>		<b>\$149,424,034</b>
Child Care and Development Block Grant	HHS	\$5,151,000	HUBZones Program	SBA	\$149,424,034
Adoption Assistance	HHS	\$18,846,073			

Prepared by Andrew Reamer, the George Washington Institute of Public Policy, the George Washington University. Spending data analysis provided by Sean Moulton, Open Government Program Manager, Project on Government Oversight. | January 30, 2019

**Note:** The sequence of the above programs is consistent with U.S. rank order by program expenditures. (See U.S. sheet in series.)

Counting for Dollars 2020 publications and spreadsheet with above data available at <https://gwipp.gwu.edu/counting-dollars-2020-role-decennial-census-geographic-distribution-federal-funds>

**GW Institute  
of Public Policy**

THE GEORGE WASHINGTON UNIVERSITY

For further information:

**Andrew Reamer**, Research Professor  
The George Washington University  
areamer@gwu.edu

Packet Page Number 125

# 2020 Census Timeline

## 2018

- Tribal leader, governor, or highest elected local official or community leader determines Complete Count Committees (CCCs) structure.
- CCCs receive 2020 Census training.

## 2019

- Continue establishing CCCs.
- Open Area Census Offices.
- CCCs develop strategy and work plan.

## 2020

- CCCs begin community organization mobilization.
- 2020 Census advertising campaign begins in early 2020.
- CCCs support the 2020 Census.
- CCCs encourage self-response.

## April 1, 2020 - CENSUS DAY

- CCCs urge households who do not respond to cooperate with census takers.

# Contact Information

For additional information about the Complete Count Committees program, please contact your regional census office.

### Please contact:

**ATLANTA**  
Atlanta.rcc  
.partnership  
@2020census.gov

**CHICAGO**  
Chicago.rcc  
.partnership  
@2020census.gov

**DALLAS**  
Dallas.rcc  
.partnership  
@2020census.gov

**LOS ANGELES**  
Los.Angeles.rcc  
.partnership  
@2020census.gov

**NEW YORK**  
New.York.rcc  
.partnership  
@2020census.gov

**PHILADELPHIA**  
Philadelphia.rcc  
.partnership  
@2020census.gov

### If you reside in:

Alabama, Florida, Georgia, Louisiana, Mississippi, North Carolina, and South Carolina

Arkansas, Illinois, Indiana, Iowa, Michigan, Minnesota, Missouri, and Wisconsin

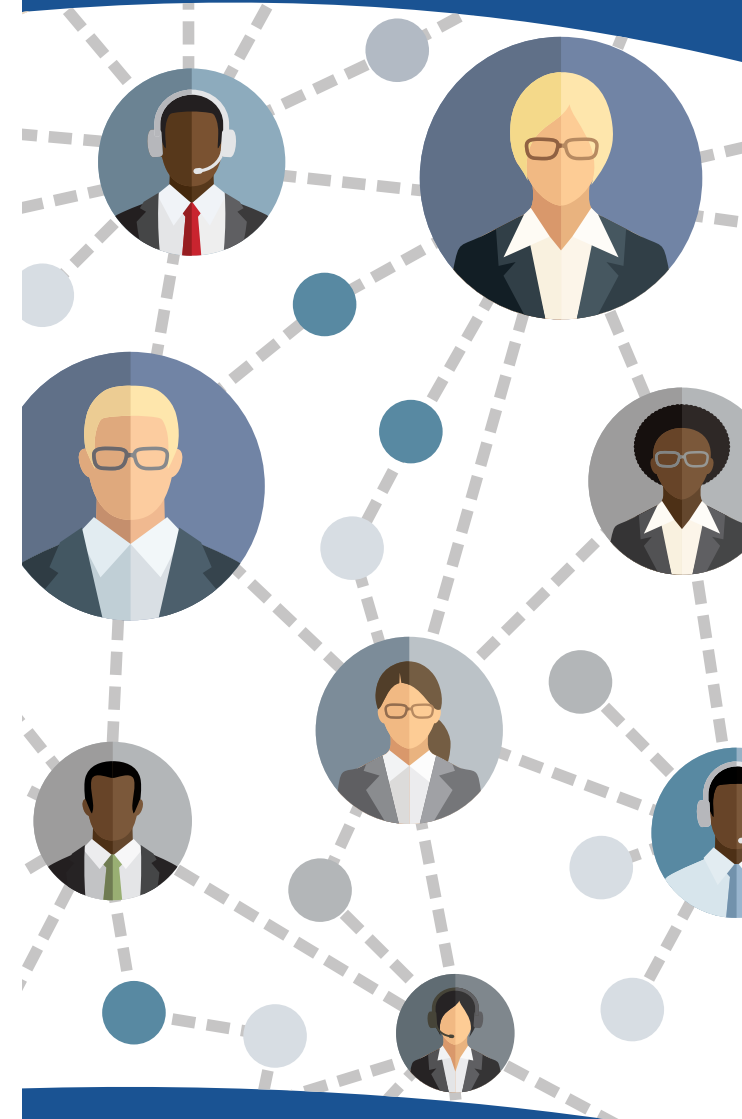
Arizona, Colorado, Kansas, Montana, Nebraska, New Mexico, North Dakota, South Dakota, Oklahoma, Texas, Utah, and Wyoming

Alaska, California, Hawaii, Idaho, Nevada, Oregon, and Washington

Connecticut, Maine, Massachusetts, New Hampshire, New Jersey, New York, Rhode Island, Vermont, and Puerto Rico

Delaware, District of Columbia, Kentucky, Maryland, Ohio, Pennsylvania, Tennessee, Virginia, and West Virginia

# Complete Count Committees



## The 2020 Census is almost here!

The 2020 Census provides an opportunity for everyone to be counted. Tribal, state, and local governments; community-based organizations; faith-based groups; schools; businesses; the media; and others play a key role in developing partners to educate and motivate residents to participate in the 2020 Census.

When community members are informed, they are more likely to respond to the census. Through collaborative partnerships, the U.S. Census Bureau and community leaders can reach the shared goal of counting EVERYONE in 2020.

### **The Complete Count Committees (CCC) program is key to creating awareness in communities all across the country.**

- CCCs utilize local knowledge, influence, and resources to educate communities and promote the census through locally based, targeted outreach efforts.
- CCCs provide a vehicle for coordinating and nurturing cooperative efforts between tribal, state, and local governments; communities; and the Census Bureau.
- CCCs help the Census Bureau get a complete count in 2020 through partnerships with local governments and community organizations.

# Get Started

## **WHO?**

Tribal, state, and local governments work together with partners to form CCCs to promote and encourage response to the 2020 Census in their communities. Community-based organizations also establish CCCs that reach out to their constituents.

## **WHAT?**

A CCC is comprised of a broad spectrum of government and community leaders from education, business, healthcare, and other community organizations. These trusted voices develop and implement a 2020 Census awareness campaign based upon their knowledge of the local community to encourage a response.

## **WHEN?**

The formation of CCCs is happening NOW! Leaders are identifying budget resources and establishing local work plans. In 2020, they will implement the plans and lead their communities to a successful census count.

## **WHY?**

The primary goal of the 2020 Census is to count everyone once, only once, and in the right place.

Community influencers create localized messaging that resonates with the population in their area. They are trusted voices and are best suited to mobilize community resources in an efficient manner.

## **HOW?**

It's up to all of us! CCCs know the best way to reach the community and raise awareness. Some activities could include:

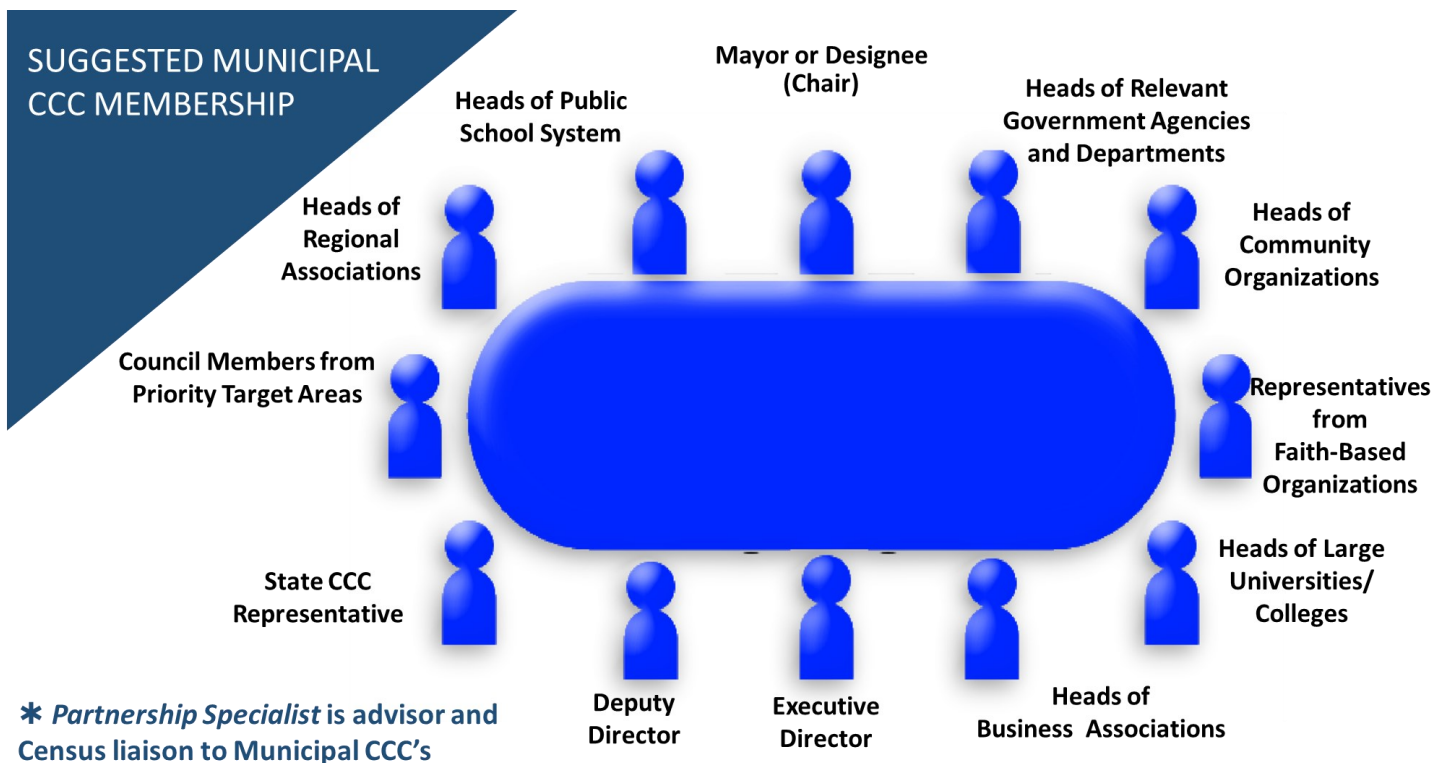
- Holding CCC kickoff meetings with media briefings.
- Participating in Census rallies or parades.
- Coordinating Census unity youth forums.
- Hosting Interfaith breakfasts and weekend events.
- Encouraging the use of Statistics in Schools classroom resources.
- Incorporating census information in newsletters, social media posts, podcasts, mailings, and websites.
- Helping recruit census workers when jobs become available.

# MUNICIPAL COMPLETE COUNT COMMITTEE

A **Municipal Complete Count Committee** is a mutually beneficial partnership – at the highest level—within each city. The mayor often appoints members of the Complete Count Committee (CCC). Committees consist of influential community leaders who are charged with developing a census awareness campaign that:

- ◆ Communicates the importance of the census through local messaging.
- ◆ Raises awareness of the census throughout the city.
- ◆ Motivates every household in the city to participate in the census by completing the questionnaire thoroughly and in a timely manner.
- ◆ Increases the city’s self-response rate.

The size of the Complete Count Committee is determined by each city. In addition, mayors and city councils may allocate funding to support the activities of the CCC. Cities view this funding as a sound investment in the future. Failure to count residents could result in a substantial loss of revenue for the next decade.





# MUNICIPAL COMPLETE COUNT COMMITTEE



## EDUCATION PHASE January 2018—September 2019

The education phase is often referred to as the “Raising Census Awareness” phase. The message to each community member is that the census is a civic activity that affects people of all ages, races, cultures, and ethnicities. This is the period to strongly emphasize the many uses of census data and highlight specific local examples of how census data benefits a community.

## PROMOTION PHASE April 2019—January 2020

The promotion phase of the 2020 Census officially starts on April 1, 2019, a year out from Census Day. This phase overlaps with the education phase. The theme of this phase is “The 2020 Census is Coming.” During this period, CCCs implement activities through their government, faith- and community-based organization, business, media, and recruitment partners. An effective strategy guarantees that community residents will encounter census messages during times of work, play, leisure, school, and worship.

## MOTIVATION/ ACTION PHASE February 2020—June 2020

The motivation/action phase starts in February 2020, intensifies in March 2020, and reaches its peak on Census Day—April 1st, 2020. The theme of this phase is “Be Counted for Your Community” and the focus is to motivate each household to take ownership of the census and make a conscious decision to participate. The non-response follow-up operation will be the focus toward the end of this phase, and the message to the community will change, encouraging households to “Cooperate with Census Takers”.

## CCC SUBCOMMITTEE TYPES

<b>BUSINESS</b>	<ul style="list-style-type: none"> <li>Involving a community's business sector creates a unifying element that touches every household within the community.</li> </ul>	<b>EX-OFFENDER</b>	<ul style="list-style-type: none"> <li>The ex-offender population is sizeable and is often disenfranchised from the community and hard to track.</li> </ul>	<b>LIBRARY</b>	<ul style="list-style-type: none"> <li>Urban Libraries Council says libraries are the “most trusted government entity”, poised to be pivotal for civic engagement.</li> </ul>
<b>COMMUNICATIONS, MEDIA AND TECHNOLOGY</b>	<ul style="list-style-type: none"> <li>Assists community organizations in utilizing census toolkit materials and enables them to innovate.</li> </ul>	<b>FAITH-BASED</b>	<ul style="list-style-type: none"> <li>Faith-based organizations are found in every community and maintain interactive and ongoing communications with their members.</li> </ul>	<b>RECRUITING</b>	<ul style="list-style-type: none"> <li>Reaching all members of the workforce community enhances the ability of the Census to plug into existing recruiting resources.</li> </ul>
<b>COMMUNITY ORGANIZATIONS</b>	<ul style="list-style-type: none"> <li>Community organizations provide outreach opportunities for a broad spectrum of residents of all ages, races and backgrounds.</li> </ul>	<b>GOVERNMENT</b>	<ul style="list-style-type: none"> <li>Leveraging the ability of local government to provide knowledge of the population, organizations, and institutions is essential to an accurate count.</li> </ul>	<b>SENIOR CITIZEN</b>	<ul style="list-style-type: none"> <li>Although a high responding group, the trend towards reduced home ownership may create enumerating challenges for field.</li> </ul>
<b>DATA AND MAPS</b>	<ul style="list-style-type: none"> <li>Understanding where hard-to-survey areas exist is important to direct subcommittee activities toward the correct populations and geographic areas.</li> </ul>	<b>GROUP QUARTERS</b>	<ul style="list-style-type: none"> <li>Because of the limited access to most group quarters, cooperation from the institutions is vitally important to achieve an accurate count.</li> </ul>	<b>SPECIAL HOUSING</b>	<ul style="list-style-type: none"> <li>The rental population will exceed a third of the entire U.S. population by 2020. No matter the housing type, access is vital for an accurate count.</li> </ul>
<b>EDUCATION (PRESCHOOL - GRADE 12)</b>	<ul style="list-style-type: none"> <li>Reaches U.S. households through schools and helps create a generation of future self-responders.</li> </ul>	<b>HOMELESS</b>	<ul style="list-style-type: none"> <li>In the 2010 Decennial Census, the count was 209,325 for persons counted at shelters, outdoor locations, soup kitchens and mobile food vans.</li> </ul>	<b>VETERANS</b>	<ul style="list-style-type: none"> <li>Over 22 million veterans living in the United States present a sizeable population distributed throughout the 50 states. Former military personnel can provide leadership and excellent recruiting assistance.</li> </ul>
<b>EDUCATION (POST SECONDARY)</b>	<ul style="list-style-type: none"> <li>Works with university housing to obtain administrative records for group quarters; educates off-campus students to participate accurately.</li> </ul>	<b>IMMIGRANT</b>	<ul style="list-style-type: none"> <li>One of the serious challenges for a Census enumerator is encountering housing units where no one in the household speaks English.</li> </ul>	<b>PHILANTHROPIC</b>	



# CENSUS 101: WHAT YOU NEED TO KNOW

The 2020 Census is closer than you think!  
Here's a quick refresher of what it is and why it's essential that everyone is counted.

## Everyone counts.

The census counts every person living in the U.S. once, only once, and in the right place.

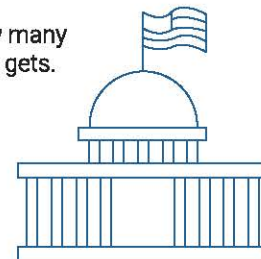


## It's in the Constitution.

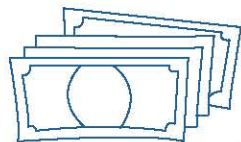
The U.S. Constitution requires a census every 10 years. The census covers the entire country and everyone living here. The first census was in 1790.

## It's about fair representation.

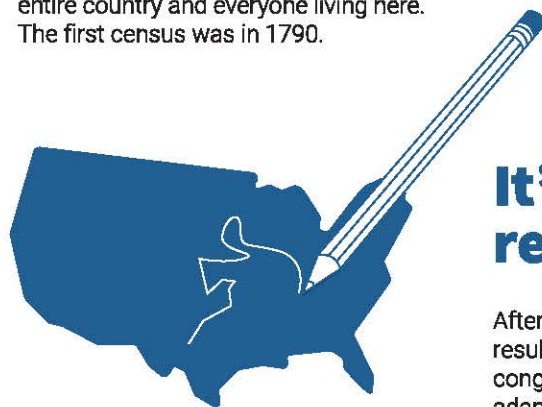
Every 10 years, the results of the census are used to reapportion the House of Representatives, determining how many seats each state gets.



## It means \$675 billion.



Census data determine how more than \$675 billion are spent, supporting your state, county and community's vital programs.

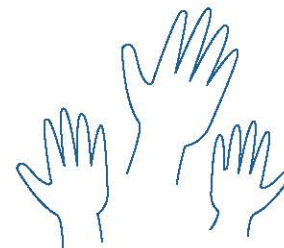


## It's about redistricting.

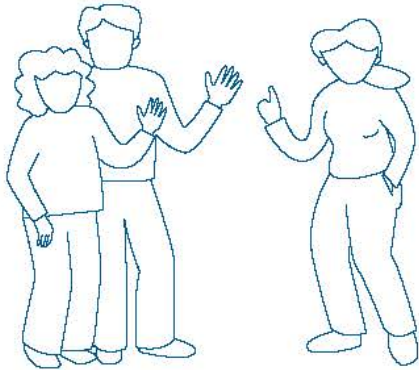
After each census, state officials use the results to redraw the boundaries of their congressional and state legislative districts, adapting to population shifts.

## Taking part is your civic duty.

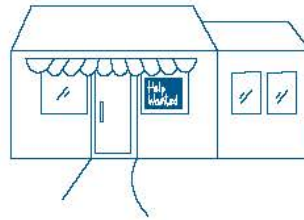
Completing the census is required: it's a way to participate in our democracy and say "I COUNT!"



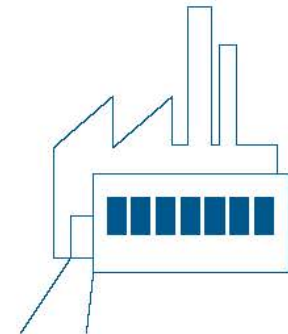
# Census data are being used all around you.



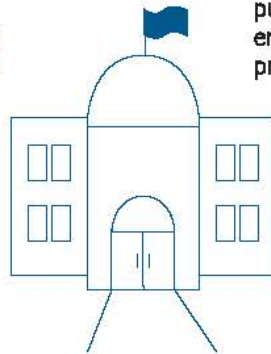
Residents use the census to support community initiatives involving legislation, quality-of-life and consumer advocacy.



Businesses use census data to decide where to build factories, offices and stores, which create jobs.



Local governments use the census for public safety and emergency preparedness.



Real estate developers use the census to build new homes and revitalize old neighborhoods.



# Your data are confidential.

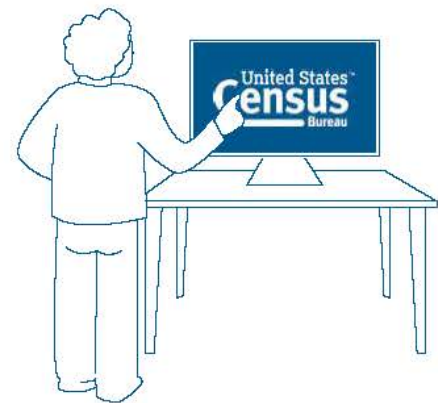
Federal law protects your census responses. Your answers can only be used to produce statistics.

By law we cannot share your information with immigration enforcement agencies, law enforcement agencies, or allow it to be used to determine your eligibility for government benefits.



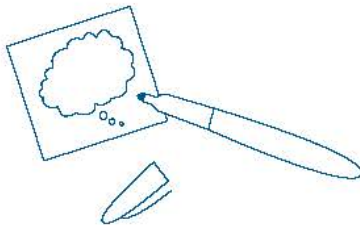
# 2020 will be easier than ever.

In 2020, you will be able to respond to the census online.



# You can help.

You are the expert—we need your ideas on the best way to make sure everyone in your community gets counted.



United States™  
**Census**  
Bureau

U.S. Department of Commerce  
Economics and Statistics Administration  
U.S. CENSUS BUREAU  
[census.gov](https://www.census.gov)

FIND OUT HOW TO HELP AT  
[CENSUS.GOV/PARTNERS](https://www.census.gov/partners)

*Dianne Blumer*

*Lobbying and Governmental Affairs*

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**MEMORANDUM**

To: Frank Kelty, Mayor  
Erin Reinders, City Manager  
City of Unalaska

RE: Legislative Overview Report to City Council

Date: September 6, 2019

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This was a challenging year given the new Administration and a dramatically different approach to the budget. There were several pieces of legislation introduced in addition to budget cuts that would have negatively impacted Alaskans and devastated certain areas of the State. We were able to circumvent some of unrealistic measures thanks to those who articulated their priorities, delivered creditable community impacts, provided testimony and personally called and wrote to Legislatures and members of the Administration.

One of the challenges was remaining focused on priorities since there were so many issues that would have adverse impacts, not to mention the political gamesmanship this year. Upon the conclusion of an extended 120-day session, no reasonable agreement was reached in regard to the operating and capital budgets. The Governor called the Legislature back for two special sessions. After much ado around the physical location of the second special session, the amount of the permanent fund dividend, the delay of the Capital budget - that jeopardized federal funding, the legislature finally reached an agreement and adjourned on August 6<sup>th</sup>, reversing many of the Governor's original \$400 million in vetoes.

On August 19<sup>th</sup> Governor Dunleavy signed House Bill 2001 that provided for a permanent fund dividend (PFD) payment of \$1600.00, but indicated that he would likely be calling the Legislature back this fall for a third special session, solely requesting payment of \$1400.00 to provide for a full PFD based on a formula in 1982 state law.

In addition, he vetoed just over half of the reinstated funds. This included the additional \$5 million that Representative Stutes had sponsored for the Alaska Marine Highway

System funding; the AMHS has been under attack by the Administration since the original budget was rolled out in February.

Also vetoed were:

- \$2.7 million for Public Broadcasting
- \$3.4 million for the Ocean Ranger Program, which places Coast Guard certified engineers on cruise ships to monitor environmental safety
- Behavioral Health Treatment and Recovery Grants, affecting homeless services
- Rural Airport Maintenance
- Capitalization of Community Assistance Fund
- \$27 million for Medicaid enhanced dental
- \$50 million for Medicaid
- \$3 million for Village Public Safety Program
- 50% of School Bond Debit reimbursement & REAA School Fund
- Renewable Energy Grant Fund

Items not vetoed:

- Nearly \$4 million for the Alaska State Council on the Arts
- \$20.7 million for Senior Benefits
- Early Childhood Grants, Parents as Teachers, Head Start, Best Beginnings
- OWL Broadband
- Another \$100,000 for the Department of Military and Veterans Affairs
- About \$2.2 million for the human services and community initiative grants
- Slightly more than \$500,000 to reopen the Utqiagvik law office
- More than \$2.7 million for the state's agricultural program

After intense negotiations the Governor reached an agreement with the University of Alaska to spread \$70 million in budget cuts over a three-year period rather than \$135 million in a single year.

Also vetoed was the allocation of \$5.5 billion in transfers from the permanent fund earnings reserve to the constitutionally protected portion of the fund.

A listing of vetoes upheld and restored is attached to this report.

All things considered, our lobbying efforts should be viewed as successful – we had support of the House and Senate, specifically on the shared fish tax. Mayor Kelty was instrumental in his continuous and impactful testimony on matters of important to the city and his knowledge of education funding.

Unfortunately, some of the decisions at the end of the session, and throughout the special sessions, were wrapped up in the appropriation of the PFD. This affected the reverse sweep and the ability to override many of the Governor's vetoes. It was pretty clear throughout the session that we would be unable to change the Governor's mind on the budget, especially in light of the guide of the OMB director.

The Governor has said that this is a multi-year process. Just this week the Administration has asked state agencies to begin planning for another year of significant cuts. We have our work cut out for us next year, again we anticipate that Community Assistance, shared fish tax, PERS and other cuts not achieved this year will be heavily targeted and more cost shifting in education funding will be an issue. We must advocate on the State's Constitutional and statutory obligations, and in the best interests of Alaska's local governments, residents and businesses.

Operating Budget – Vetoes Maintained

• Alaska Public Broadcasting Commission	\$2,716,600
• Public Defender Agency	\$399,700
• Behavioral Health Treatment and Recovery Grants	\$6,100,000
• Youth Detention and Treatment in Nome Youth Facility	\$2,000,000
• Agriculture Revolving Loan Program	\$319,600
• VPSO Program	\$3,000,000
• Rural Airport Maintenance	\$36,900
• Marine Highway System Vessel Operations	\$5,000,000
• Municipal Debt Service for Ports/Harbor/Energy	\$2,003,500
• School Bond Debt Reimbursement	\$48,910,300
• Capitalization of Community Assistance Fund	\$30,000,000
• FY21 Education Funding	
• REAA School Fund	\$19,694,500
• Renewable Energy Grant Fund	\$454,000

Operating Budget – Restored by Legislature

- Early Childhood Grants, Parents as Teachers, Head Start, Best Beginnings
- State Council on the Arts
- OWL Broadband
- Senior Benefits
- Human Services Community Matching Grants
- Community Initiative Matching Grants
- University of Alaska
- University of Alaska debt reimbursement (HB528)

Capital Budget Vetoes

• Statewide Addiction Treatment Facilities Capital Matching Grants	\$10,000,000
○ Working on who this impacts. Impacts public safety, a stated priority.	
• Federation of Community Councils – Anchorage Area Community Patrols	\$50,000
○ Impacts public safety, a stated priority.	
• Soldotna – Patrol Vehicle Cameras	\$70,000
○ Impacts public safety, a stated priority.	
• Emergency Medical Services Match for Code Blue	\$500,000
○ State capital funds are the cornerstone of the Code Blue program. They are used as a match for all other potential funding sources, and are critical to replace aging infrastructure.	
• AHFC Teacher, Health and Public Safety Professionals Housing	\$1,750,000
○ Cities and school districts to support construction and rehabilitation of teacher, healthcare provider and public safety professional housing, including VPSO housing	
• Public and Community Transportation State Match	\$1,000,000
○ Public Transit Grants, Human Service Grants – to cities and nonprofits to support local transportation	
• AHFC Homeless Assistance Program	\$3,600,000
○ Support for nonprofits providing homeless shelter services.	

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## MEMORANDUM TO COUNCIL

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To: Mayor and City Council Members  
From: Bil Homka, Director, Planning Department  
Through: Erin Reinders, City Manager  
Date: September 10, 2019  
Re: FY2021-2025 CMMP Process Guide, Schedule and Project Ranking

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**SUMMARY:** This memorandum is supplemental to the Capital and Major Maintenance Plan (CMMP) Process Guide, which proposes a schedule of deadlines and meeting dates involving the CMMP and its preparation and adoption. In addition to the schedule, the guide also proposes eight (8) project categories for evaluating and ranking projects according to city priorities as well as an incentive for planning out five (5) years in advance.

**PREVIOUS COUNCIL ACTION:** City Council reviews the five (5) year CMMP annually in the month of March of each year and typically adopts it in April.

**BACKGROUND:** Title 6 of the Unalaska City Code requires the City Manager to submit a five-year capital improvement plan and budget of the proposed projects each year in conjunction with the City's operating budget. Each year, the City Council adopts this plan, called the Capital and Major Maintenance Plan (CMMP), to help identify needs and set spending priorities for the coming five-year period.

**DISCUSSION:** This year Planning is proposing numerous changes to the Process Guide and to the Evaluation Form. We also developed a web portal and database for departments to enter their project nominations. The eight (8) Project Categories will range in priority from a one (1) (top priority) to a three (3) (lowest priority). There is also a five (5)-point incentive per every year the project has been on the CMMP and followed the Progression Model. The additional points for each planning year encourages proper planning with the CMMP and helps to balance some of the projects that might consistently score low due to the Project Categories evaluation criteria.

Planning seeks input from City Council about the weight and values of the eight Project Categories. Each council member should complete the spreadsheet with values and weights to indicate how you individually perceive the importance of each category. The Planning Department will evaluate and present the results at the City Council meeting on September 24, 2019.

**ALTERNATIVES:** None.

**FINANCIAL IMPLICATIONS:** None. This is a policy/procedure guide for a planning document.

**LEGAL:** Not Applicable.



**STAFF RECOMMENDATION:** Review the CMMP Process Guide and the Evaluation Form's Project Categories. Then complete the spreadsheet and return it to the Planning Department.

**PROPOSED MOTION:** This is for discussion purposes only, no motion is required. Staff is looking for feedback.

**CITY MANAGER COMMENTS:** The CMMP Process Guide and new evaluation tool will assist City Staff in determining how and what to bring forward and recommend to City Council in the CMMP. Additionally, these tools will assist City Council in decision making.

**ATTACHMENTS:**

Project Categories Evaluation Spreadsheet

CMMP Process Guide with Priorities and Schedule

COUNCIL MEMBER FEEDBACK

CMMP Project Category Priority Ranking

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Please refer to the CMMP Process Guide to rank each Project Category. The definitions of each category begin on page 12.

Your top priorities should be marked in the #1 box, and the lowest priority in the #3 box next to each category. You can have a maximum of three 1's, three 2's and/or three 3's. Therefore, you must prioritize the categories according to your opinion of their weight in the CMMP process.

	PRIORITY RANKING		
PROJECT CATEGORIES	1	2	3
Plans / Comprehensive Plan			
Regulatory Compliance			
Infrastructure / Public Safety			
Quality of Life / Health & Wellness			
Impact on Operational Budget			
External Funding			
Timing/Location			
Innovation			

# CMMP Process Guide

# 2021 To 2025

*CMMP Overview, CMMP Process At A  
Glance, CMMP & Budget Schedule,  
Sample Evaluation Form*

City of Unalaska, Alaska

CMMP Process Overview	August	September	October	November	December	January	February	March	April
Kick Off Meetings									
Training									
Nominations									
Internal Review									
Planning Commission Review									
Presentation to Council									
Council Adoption									

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# Capital and Major Maintenance Plan Overview

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## *Purpose of the CMMP*

Title 6 of the Unalaska City Code requires the City Manager to submit a five-year capital improvement plan and budget of the proposed projects each year in conjunction with the City’s operating budget. Each year, the City Council adopts this plan, called the Capital and Major Maintenance Plan (CMMP), to help identify needs and set spending priorities for the coming five-year period.

The first year of the plan supports the capital budget, and the following four years show proposed costs for capital improvement projects and projected infrastructure and equipment maintenance and replacement needs. Each component of the CMMP is designed to identify and prioritize various needs and expected expenditure levels.

The capital asset threshold remains at \$50,000, but we have continued to list capital items like vehicles under \$50,000 on the CMMP for consistency. The Major Maintenance Schedule was added to the CMMP in FY03. The Facilities Maintenance Supervisor developed a maintenance plan to look at major facility assets and projects replacement and repair needs over 20 years. The plan is updated annually after inspection of facilities, and items are scheduled through the CMMP and operating budget to ensure our investments in infrastructure and assets are well maintained.

CMMP 5-Year Progression Model				
Nominations that have final engineering and design, are ready to construct or purchase.	Nominations have preliminary engineering and design numbers.	Nominations have ROM numbers.	Nominations have WAG numbers.	Nominations have WAG numbers.
<i>Next fiscal year budget</i>	<i>2 years out</i>	<i>3 years out</i>	<i>4 years out</i>	<i>5 years out</i>

ROM = Rough Order of Magnitude (number within 50% accuracy)  
WAG = Wild-Approximate Guess

# CMMP Process at a Glance

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# CMMP and Budget Schedule

FY 2021 Budget and CMMP 2021 - 2025 August to December			
8/12/19	CMMP Staff	Discussion	Pre-Planning & Timeline Meeting
8/13/19	CMMP Staff	Decision	Pre-Planning & Final Timeline Set
8/14/19	Directors	Discussion	Distribute Schedule, Announce Training Date
8/15/19	Planning Commission	Discussion	CMMP Presentation to Planning Commission & Request for Project Ideas
8/22/19	Directors	Training	CMMP Training - Introduce New Process Guide & ESRI Format, Review Criteria
9/6/19	Directors	Training	*As Needed, Mandatory Attendance* Post Directors Meeting: Additional Training
9/10/19	City Council	Discussion	Review & Comment on CMMP and Budget Schedule, and Project Ranking Criteria
9/11/19	Directors	Discussion	Review update to CMMP Process Based on Council Meeting
9/19/19	Planning Commission	Discussion	Collect Planning Commission Project Ideas
9/24/19	City Council	Directive	Decide CMMP Project Ranking Criteria & Weights
10/1/19	Directors	Discussion	All Project Nominations, Rolling Stock Open
10/21/19	Planning Staff	Updates	Community Support Program Packet Updates Begin
10/30/19	Directors	Discussion	Check in meeting regarding nominations. Directors present their drafts and are offered suggestions for revisions.
11/18/19	Directors	Deadlines	All Project and Rolling Stock First Drafts Due into Planning
11/26/19	CM & City Council	Discussion	Review & Comment on Council Goals for Budget Schedule and Process
		Resolution	Establish due dates, Dollar target and/or formula
12/2/19	Planning Staff	Opening	Send Community Support Program Packets to Applicants
12/9/19	Technical Review Staff	Discussion	Review draft CMMP projects
12/11/19	Directors	Discussion	Distribute CMMP 1 <sup>st</sup> draft for director review
12/16/19	Directors	Deadline	Directors' Review Notes Deadline, Second Draft Edits Begin
12/20/19	Directors	Deadline	Second Draft Edits Due into Planning

City Council  
CMMP  
Meeting

City Council  
Other Meeting

Planning  
Commission  
CMMP  
Meeting

TERMS	
Planning Staff	Planning Department
CMMP Staff	Planning Department, City Manager, Finance Director
Technical Review Committee	Planning Director, City Manager, Finance Director, Public Works Director, City Engineer, & Project Management/ Fixed Asset Accountant
CM	City Manager

**FY 2021 Budget and CMMP 2021 - 2025**  
January to May

1/3/20	Directors	Opening	MUNIS Budget Entry Open
1/6/20	Directors	Deadline	CMMP nominations, as well as supporting documentation, are due for final compilation
1/14/20	City Council	Discussion	Review nominations and prioritize projects, Comments Returned to All Staff
1/24/20	CMMP Staff	Deadline	Compile Final Draft CMMP
1/29/20	Directors	Discussion	Review FINAL DRAFT CMMP for comment and suggestions
2/7/20	Planning Staff	Deadline	Community Support Program Applications Due
2/13/20	Directors	Deadline	Departmental Budget Entry
2/13/20	Planning Staff	Deadline	DRAFT CMMP Distribution to Planning Commission
2/20/20	Planning Commission	Discussion	DRAFT CMMP Presentation to Planning Commission
2/24/20	CM	Discussion	Meet with Department Heads to review budget and confirm capital requests
3/4/20	Directors	Discussion	Review Planning Commission comments and any needed revisions to the CMMP
3/13/20	CM	Distribution	Final CMMP Distribution to Council
3/20/20	Directors	Discussion	CMMP Participants and City Manager: Practice Presentation to Council
3/24/20	City Council	Discussion	Final CMMP Presentation to Council
3/27/20	CM	Distribution	Distribute draft budgets and UCSD to Council
3/31/20	City Council	Discussion	Special Budget presentation: Overview, City departments & UCSD
4/1/20	City Council	Discussion	Special Budget presentation: Capital projects, Planning Commission recommendations
4/24/20	CM	Distribution	Final CMMP Distribution to Council for 2 <sup>nd</sup> reading
4/28/20	City Council	Resolution	Set up contribution amount for UCSD; Adopt FY 21-25 CMMP
4/28/20	City Council	Discussion	Budget follow-up questions, comments, & direction
4/29/20	City Council	Discussion	Special meeting (IF NEEDED), budget follow-up
5/12/20	City Council	Ordinance	First reading of FY21 Budget
		Resolution	Set property mill rate
5/26/20	City Council	Ordinance	Public hearing, adoption of FY21 budget

City Council  
CMMP Meeting

City Council  
Other Meeting

Planning Commission  
CMMP Meeting



# Nomination Processes, Checklist & Pointers

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## Nominations

- ◇ This year, we are combining the deadline for new nominations and past nominations.
- ◇ Similarly, Rolling Stock will now be due at the same time as nominations.
- ◇ Any nominations not selected as part of prior CMMP program years, or 'prior nominations' may be resubmitted as a 'new' project for consideration.
- ◇ Never before seen nominations should be discussed with the City Manager in the weekly individual meetings before addition to the CMMP
- ◇ This year the CMMP will be processed using the city's GIS system. This should streamline processing of the projects.
- ◇ Answer all evaluation questions "Yes" or "No" unless otherwise indicated by the Evaluation Form.
- ◇ Answer all questions or you may lose points for your project. Keep in mind that the more questions answered, the more accurate and transparent the scoring measure, better prioritization of projects. Please review the evaluation form to answer detail questions when entering projects. This will maximize your points for ranking.
- ◇ Be prepared to discuss the importance of each project at the All Staff meetings to justify the project.
- ◇ These must be received by the end of December and will be presented to Council in January.

## Nomination Reviews

- ◇ All New Nominations will be reviewed and evaluated by directors, the Technical Review Committee, Planning Commission, and City Council.
- ◇ Planning will send you all of your existing summary sheets. We will use the previous year's nominations to practice input for this year's CMMP. Once entered, you must edit them for any new information obtained since last year, i.e. Schematics, quotes, etc.
- ◇ The ranking system will be based on weighted categories for each project. The section entitled "Evaluation Form" contains all the necessary information for ranking projects.
- ◇ Category weights will be decided by the City Council.
- ◇ Remember when editing to update the Cost Assumptions table

## Checklist...

- ◇ GIS Data Entry for Each Project
- ◇ Attach supporting Documents for Nominations:
  - ◇ Regulatory agency documentation
  - ◇ Commission or Board Resolutions
  - ◇ Pictures

- ◇ Relevant section of Plans in which the project may have originated
- ◇ Cost Assumptions block from Excel
- ◇ CMMP Shared Drive: city files (\\file-server) (N:) > Shared > CMMP > 2021

## Pointers...

As you gather project information and complete the nominations consider the following:

- ◇ Remember a 30% contingency for ALL projects.
- ◇ Budget for consultant help with scoping and pricing for upcoming projects.
- ◇ A good rule of thumb for thresholds is \$50,000 for propriety funds and \$10,000 for general funds to be considered a CMMP project.
- ◇ Be realistic with timelines and consider funding availability.
- ◇ Be realistic about the amount of projects that can be done in one year.
- ◇ Have a picture or graphic that is a good representation of your project. Pictures that are not accurate or clear only serve to add confusion.
- ◇ Consider how projects are going to be evaluated (see the evaluation criteria section of this document).
- ◇ Remember, projects will be also rated on the amount of time they have spent on the CMMP. Projects new in FY21 will be at a distinct disadvantage to those added in FY25. If a project is proposed 5 years out, it receives the entire benefit. There is no additional benefit for budgeting 6+ years out.
- ◇ Be sure to include all attachments.
- ◇ A bound copy of this document will be distributed once Council evaluates and sets weights for each evaluation category.

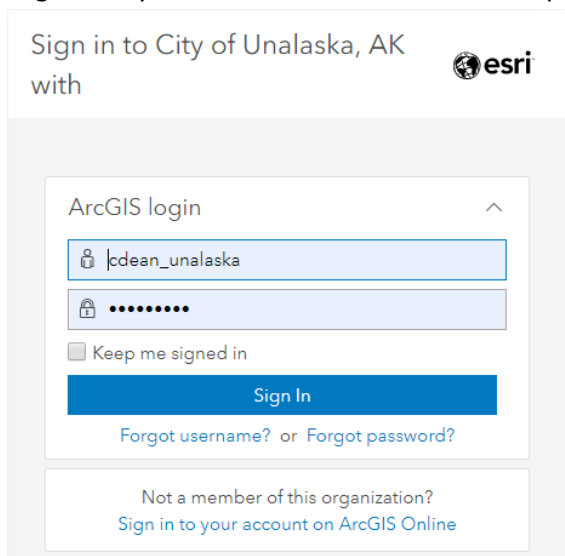
# GIS Nomination Entry Guide

## CMMP Project Nominations

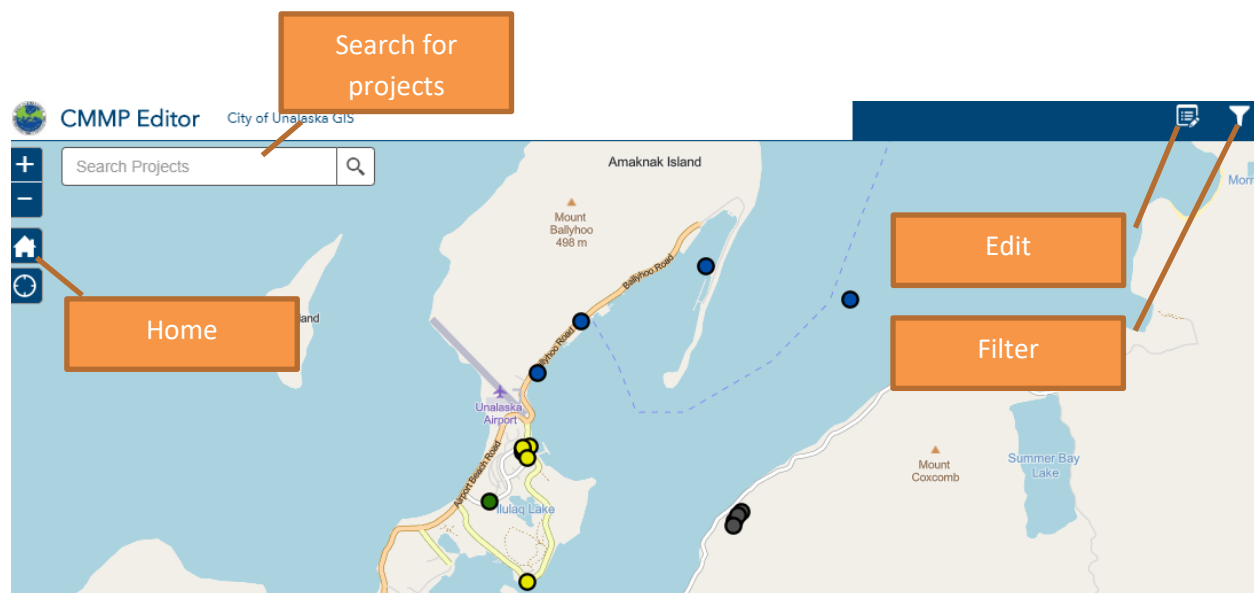
1. Open the CMMP application at:

<https://unalaska.maps.arcgis.com/apps/webappviewer/index.html?id=2a43e070b80c4825a84b308397d7b61b>

2. Login with your ArcGIS Online username and password.



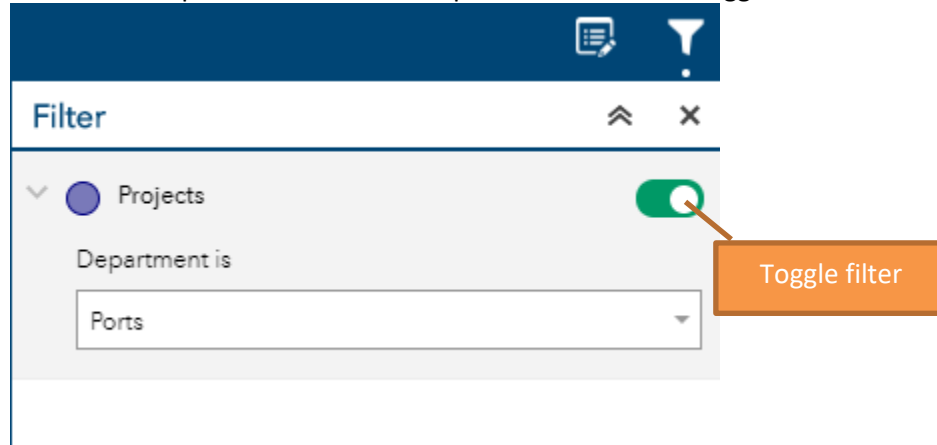
3. Each dot on the map represents a different project, colored by department:



4. To only show projects from a particular department, click the *filter* button in the upper right.

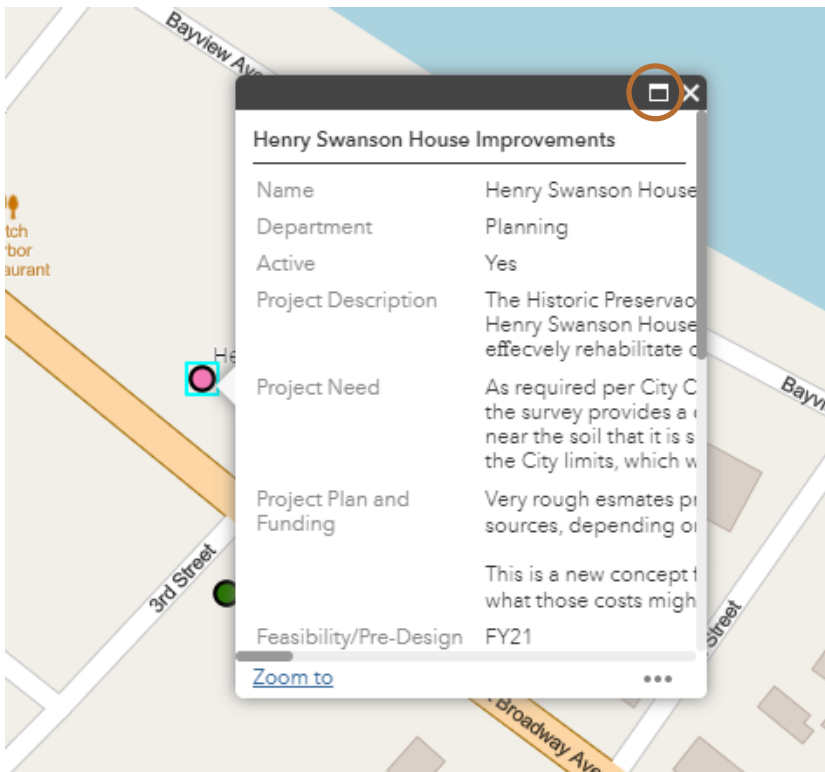


a. Choose the department from the dropdown and click the toggle button to activate the filter.

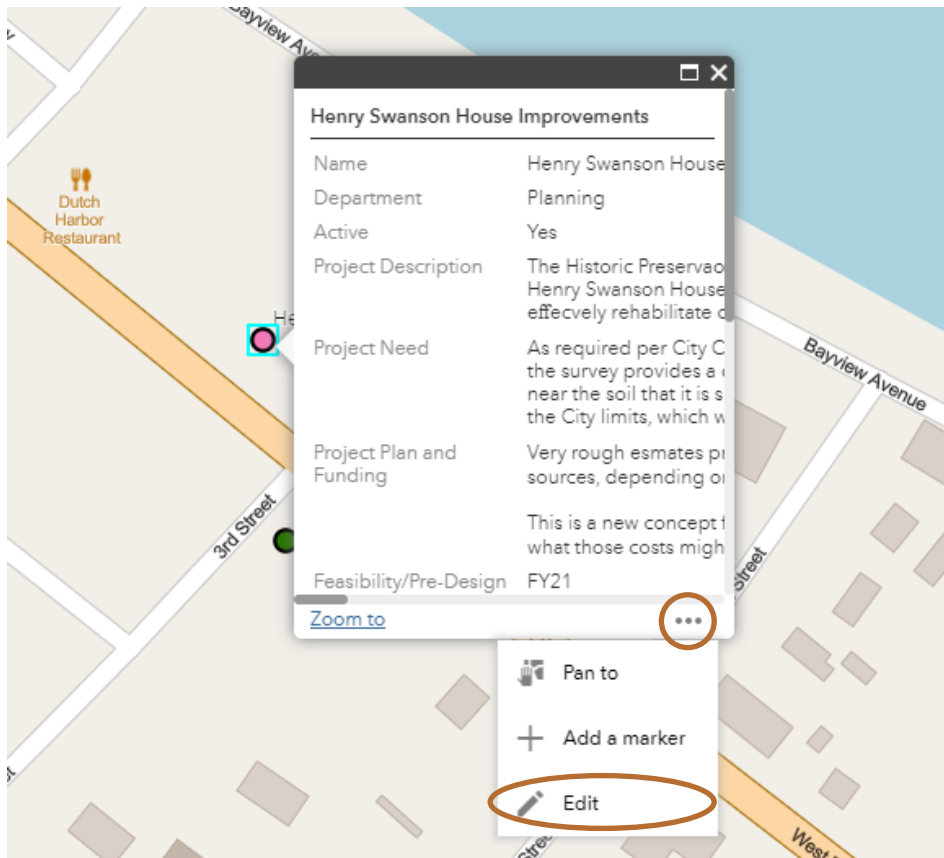


## Edit a Project

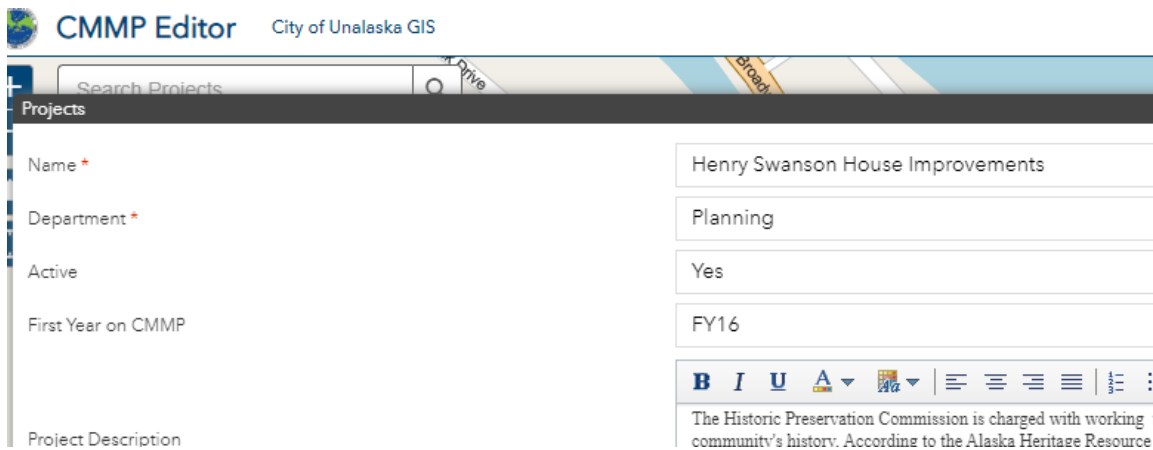
1. Click a project on the map. You can click the *maximize* button of the popup to enlarge it.



- To begin editing, click the ... button in the lower right of the popup and choose *Edit*.



- Once in Edit mode, you can change any attributes about the project



- Attachments:** To add attachments like photos or plans, click *Choose File* to upload your attachment.

Attachments:

None

Add:  No file chosen

Edited on 8/8/19 at 10:24 AM

5. **Funding Requests:** To add or change a funding request, click *Funding* at the bottom of the Edit window

External Funding

Timing/Location

Innovation

Attachments:

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None

Add:  No file chosen

Edited on 8/8/19 at 10:24 AM

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Related tables:

**Funding**

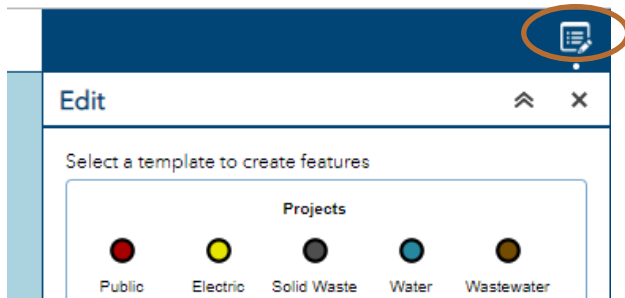
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- a. The Funding window shows all the funding requests for the project. Click the + to add a new request to the project, or click an existing request to edit it.



- b. Unless the request has already been approved by Council, leave *Approved Amount* blank. Remember to include a 30% contingency for all projects.
- c. Click the *left arrow* to return to the Project window.

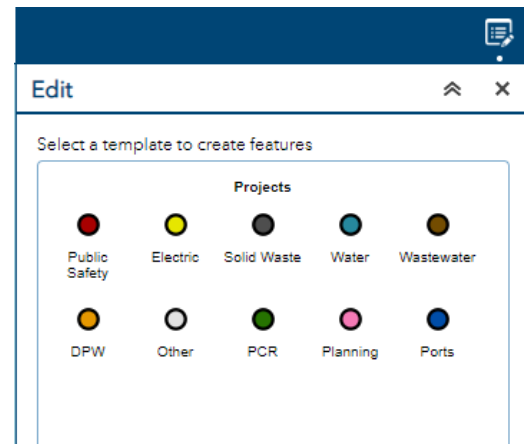
6. When done editing, click the *Edit* button in the upper right of the map to return to View mode.



## Create a Project

Creating a new project follows a similar process to editing existing ones.

1. Click the *Edit* button in the upper right of the map.
2. Click the department for the project.
3. Click on the map at the desired location for the project.
4. Fill in the project's details. You don't need to fill in everything at once.
5. When complete, click the *Edit* button in the upper right of the map to return to view mode.



# Evaluation Form

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## Instructions

### Project Nominators

Proceed through the following Project Categories in order to score each project. Each category has one or more questions designed to generate a point score for that category. For the most part questions are in a Yes/No format unless otherwise noted. When answering questions regarding each sub category pay attention to any questions that would require supporting documentation. This may be in the form of an attached screen shot of a plan, page numbers from the comprehensive plan, or other form of documentation. Make sure to attach those important pieces of information. Remember to answer all questions in all categories. This will ensure more accurate scoring and prioritization of projects.

### Reviewers

When it comes time to review each project, open the online evaluation form and fill out the reviewer and project information. Look at the answers provided for each project and evaluate them against attached documentation and project explanations. You are free to disagree with the answers provided in each project write-up. Remember, those are a guide to assist you, not set in stone. Proceed to answer all questions in the online evaluation form. Once completed, all review scores will be compiled and used by City Council as a guide to prioritize projects for the final draft of the CMMP.

### Process

In an effort to make evaluations fair and transparent, we have set 9 scoring categories. Within these categories are several questions to generate a total score out of 5. All questions will be allotted a point value. The points for each section will be totaled, to generate a score from 1 to 5 (1 being the lowest score, 5 being the best score). These scores will then be multiplied by a weight for each category, assigned by the council. Finally, all the weighted scores will be totaled for a final composite score.

Example: You answer the Infrastructure/Public Safety section with 4 “Yes” answers, and 3 “No” answers:

$4/7 = 0.57$	Raw Score
$0.57 \times 5 = 2.86$	Scaled Category Score
$2.86 \times 3 = 8.58$	Weighted Score
8.58	
<u>+ Other Categories</u>	
<b>Composite Score</b>	



## Project Categories

- 1) **Plans/Comp Plan** – Plans are prepared to provide the City of Unalaska with a valuable aid for continuing efforts to meet and exceed goals set forth by City departments, committees, and the citizens at-large. Plans include those documents that have been prepared internally to assure consistent adherence to industry best practices, as well as those documents that have been created with the assistance of outside consultants. A component of planning includes public discussion and/or citizen engagement. The score could be based on answers to the following questions:
- A. Is the proposed project called for in the City’s Comprehensive Plan which was approved by City Council? If so, which section? (answer No or Yes with relevant page numbers)
  - B. Is the proposed project identified in one or more of the City Master or Departmental Plans that were provided to City Council? If so, which plan? (answer No or Yes with plan title)
  - C. Is the proposed project listed as a high priority, or over time, has it become a high priority of staff, a standing advisory board, or the City Council due to an expressed need?
  - D. Has the proposed project been fully developed and defined in enough detail so that the specifics are known?
  - E. Has there been public discussion about the project or an appropriate level of citizen engagement around the project?
  - F. Does there appear to be broad community support for the project?

### Scoring Scale

1	2	3	4	5
The project is not part of any Master Plan.	↔	The project is included in a Master Plan, but may not be a high priority or appropriate citizen engagement on the specific proposal has not yet transpired or is not included in the Master plan but is a high priority and has been well-vetted.	↔	The project is included in a Master Plan, is a high priority, and has been well-vetted.

3) **Regulatory Compliance** – This includes compliance with regulatory mandates such as Environmental Protection Agency (EPA) directives, the Americans With Disabilities Act, and other County, State and Federal laws. This also includes compliance with self-imposed City ordinances. The score could be based on answers to the following questions:

- A. Does the project address a current regulatory mandate?
- B. Will the project proactively address a foreseeable (within the next 5 years) regulatory mandate?
- C. Does the project have a lasting impact on promoting regulatory compliance over the long term (more than 10 years)?

**Scoring Scale**

1	2	3	4	5
The project does not address a regulatory compliance issue.	↔	The project provides a short-term fix for an existing regulatory compliance issue or for one anticipated in the near future.	↔	The project resolves a pressing or long-term regulatory compliance issue.

4) **Infrastructure / Public Safety** – This item relates to infrastructure needs for the department’s recreational facilities, as well as improves the overall safety of the community. Projects to address employee safety issues and to proactively manage risk, would also be included. The score could be based on answers to the following questions:

- A. Does the proposed project increase the safety of Unalaska’s residents and/or employees?
- B. How widespread is that potential safety benefit? Answer with: Widespread, Targeted, or Minor
- C. Will the project address an existing facility that is outdated or has exceeded its useful life?
- D. Will the project help the City to respond more effectively and efficiently to emergencies throughout the community?
- E. Is the project supported by a life cycle analysis of repair versus replacement?
- F. Does the project extend service to support/promote new growth?
- G. Does the project foster safe and accessible modes of travel?

**Scoring Scale**

1	2	3	4	5
The safety or infrastructure need for the project is low; or it addresses new or existing infrastructure.	↔	The safety or infrastructure level of the project is moderate; it address a serious safety issues that has a limited impact or address a less-serious issues that serves the broader community; it addresses either new or existing infra-structure. (Maximum score for a new facility.)	↔	The safety or infrastructure level of the project is high; it addresses a serious health/public safety issues that has a widespread impact; it addresses existing infrastructure; and the ancillary benefits are well-defined.

5) **Quality of Life / Health & Wellness** – Quality of Life / Health & Wellness are a characteristic that makes the City a favorable place to live and work. A large park with amenities to satisfy all community members would greatly impact the quality of life. Bike/jogging trails, new recreation facilities and flood control measures improve the overall health of the community. The score could be based on answers to the following questions:

- A. Does the project enhance the quality of life for a wide range of community members?
- B. Will the proposed project have a positive impact on the health of Unalaska’s residents?
- C. How widespread is that potential impact? Answer with: Widespread, Targeted, or Minor
- D. Will the project attract new residents, businesses or visitors to the City?
- E. Does the project serve to preserve the integrity of the City’s residential neighborhoods?
- F. Does the project help create a beautiful and clean community?
- G. Does the project specifically promote the responsible use of resources?
- H. Does the project encourage participation in recreational and cultural activities accessible to all community members?

**Scoring Scale**

1	2	3	4	5
The project does not affect the Quality of Life / Health & Wellness for Unalaska community members.	↔	The project has a moderate impact on the Quality of Life / Health & Wellness for Unalaska community members.	↔	The project greatly impacts the Quality of Life / Health & Wellness for a wide range of Unalaska community members.

6) **Impact on Operational Budget** – Some projects may affect the operating budget for the next few years or for the life of the facility. A new facility will need to be staffed and supplied, therefore having an impact on the operational budget for the life of the facility. Replacing a light with a more energy efficient model may actually decrease operational costs. The score could be based on answers to the following questions:

- A. Will the project require additional personnel to operate?
- B. Will the project require additional annual maintenance?
- C. Will the project require additional equipment not included in the project budget?
- D. Will the project reduce staff time and City resources currently being devoted, and thus have a positive effect on the operational budget?
- E. Will the efficiency of the project save money?
- F. Will the project present a revenue generating opportunity?
- G. Will the project help grow a strong, diversified economic base to help offset any additional costs?

**Scoring Scale**

1	2	3	4	5
The project will have a negative effect on the budget. It will require additional money to operate.	↔	The project will not affect the operating budget as it is cost/revenue neutral	↔	The project will have a positive effect on the budget. It will have significant savings in time, materials and/or maintenance or be revenue generating to more than offset costs.

7) **External Funding** – Capital improvement projects can be funded through sources other than City funds. Developer funding, grants through various agencies, and donations can all be sources of external funding for a project. The percentage of total cost funded by an outside source will determine the score in this category. This is based on expected funding, can be re-evaluated based on actual achieved external funding.

- A. Attach appropriate detailed funding source documentation showing match percentages and maximum per project funding.

**Scoring Scale**

1	2	3	4	5
0 – 20% External Funding	21% - 40% External Funding	41% - 60% External Funding	61% - 80% External Funding	81% - 100% External Funding

8) **Timing/Location** – The timing and location of the project is an important piece of a project. If the project is not needed for many years, it would score low in this category. If the project is close in proximity to many other projects and/or if a project is urgent or may need to be completed before another one can be started, it would score high in this category. The score could be based on the answers to the following questions:

- A. Do other projects require this one to be completed first?
- B. Does this project require others to be completed first?
- C. Can this project be done in conjunction with other projects? (example: installation of sidewalks, street lighting and rain gardens all within the same block)
- D. Will it be more economical to build multiple projects together, thus reducing construction costs?
- E. Will it help reduce the overall number of neighborhood disruptions from year to year?
- F. Is this an existing facility at or near the end of its functional life?

**Scoring Scale**

1	2	3	4	5
The project does not have a critical timing/location component.	↔	The project has either a timing or location factor critical to it.	↔	Both timing and location are critical components of the project.

9) **Innovation** – Unalaska is increasingly challenged to produce solutions to solve new problems and meet new challenges that come from a rapidly changing world. Demographic, social, technological, and economic changes are forcing the department to adapt quickly and embrace change.

- A. Is the project a creative and dynamic solution to opportunities and issues within the City of Unalaska?
- B. Does the project meet emerging challenges, reduce costs, and better serve the public?
- C. Does the project achieve higher levels of service for the City of Unalaska?

**Scoring Scale**

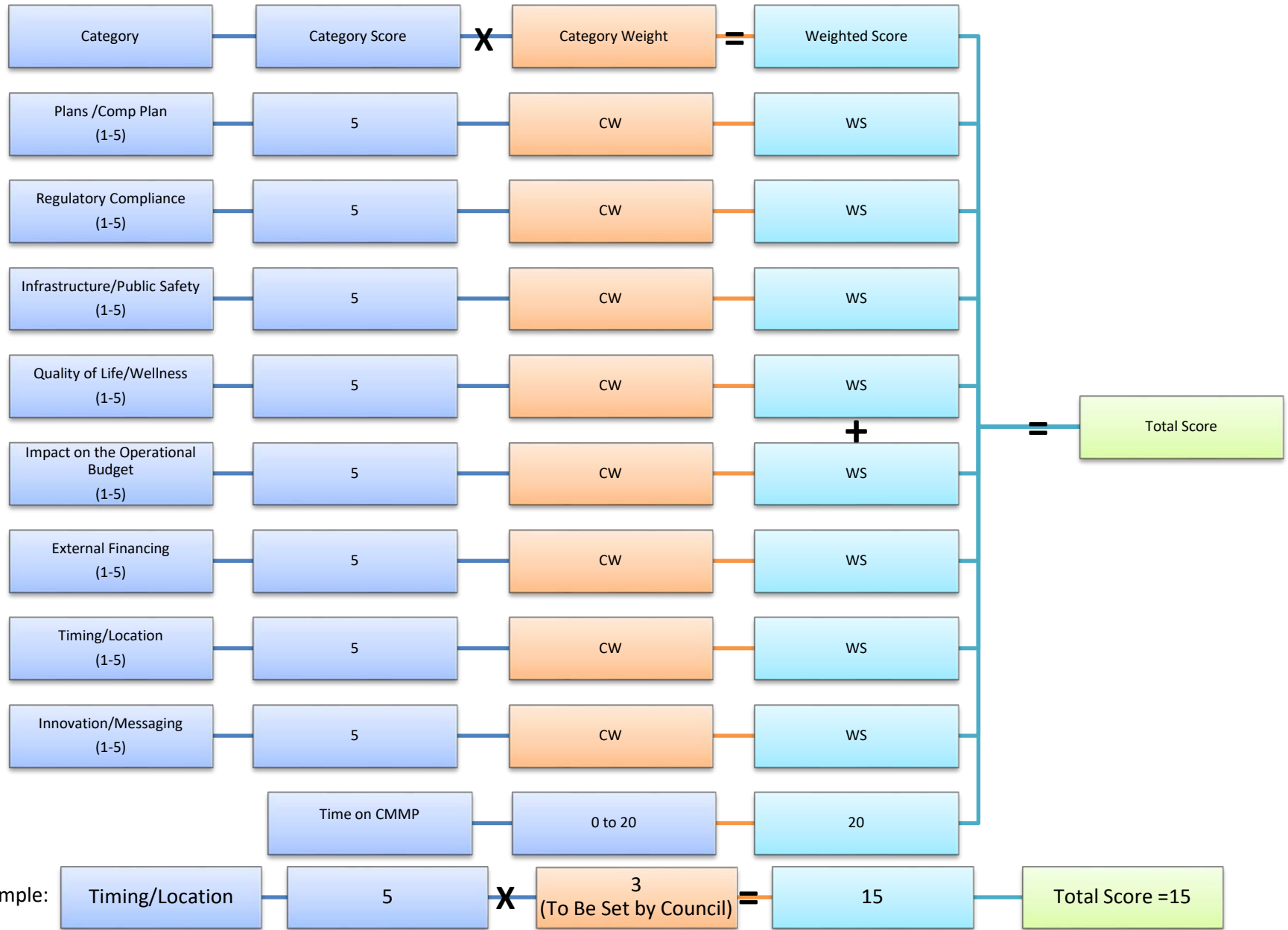
1	2	3	4	5
The project meets industry standard.	↔	While the project may be innovative to Unalaska, there are many applications across the state and country	↔	The project is one of the first examples of its kind in the state and or country.

10) **Time On CMMP** – The CMMP process is a 5 year plan for spending. The amount of time forward that a project is planned for on the CMMP should give weight to projects that have been planned and are now being executed. Projects must be following the 5 year CMMP Progression Model (WAG – WAG – ROM – Engineering Estimate– Final Cost process). If a project is “parked” for an extended amount of time, it may begin to lose points in this category.

**Scoring Scale**

0	5	10	15	20
First Year Project This Year	On CMMP For 2 Years	On CMMP For 3 Years	On CMMP For 4 Years	On CMMP for 5 Years

# City of Unalaska CMMP Evaluation System Diagram



CITY OF UNALASKA  
UNALASKA, ALASKA

RESOLUTION 2019-53

A RESOLUTION OF THE UNALASKA CITY COUNCIL APPOINTING JUDGES AND CLERKS FOR THE REGULAR MUNICIPAL ELECTION ON OCTOBER 1, 2019 AND JUDGES TO SERVE ON THE CANVASS COMMITTEE

WHEREAS, Unalaska City Code § 4.08.020 states that before each city election, the City Council shall appoint three election judges to constitute the Election Board, one who is designated the Chair; and may appoint two election clerks.

WHEREAS, Unalaska City Code § 4.08.020 states that the City Council will serve as a canvass committee, or may appoint three judges to constitute the canvass committee, who will canvass all votes after the election judges have completed their tally.

NOW THEREFORE BE IT RESOLVED by the Unalaska City Council that the following persons are appointed judges and clerks for the October 1, 2019 General Election and shall attend at the Unalaska Precinct Polling place, namely Unalaska City Hall, at 7:30 a.m. on October 1, 2019, and shall continue until polls close at 8:00 p.m. Thereafter, the judges and clerks shall count and check all votes cast against the poll listed in the manner required by law:

**ELECTION BOARD**

**Judges**

Marjie Veeder, Chair  
Roxanna Winters  
Estkarlen Magdaong

**Clerks**

Harriet Berikoff  
Susan Honan

BE IT FURTHER RESOLVED by the Unalaska City Council that the following persons are appointed as judges to constitute the Canvass Committee, who shall meet on Friday, October 4, 2019, at 10:00 a.m., to canvass all votes after the election judges have completed their tally:

**CANVASS COMMITTEE**

Marjie Veeder, City Clerk  
Roxanna Winters, Deputy City Clerk  
Shari Coleman, City Council Member

PASSED AND ADOPTED by a duly constituted quorum of the Unalaska City Council on September 10, 2019.

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Frank Kelty  
Mayor

ATTEST:

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Marjie Veeder  
City Clerk

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## MEMORANDUM TO COUNCIL

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To: Mayor and City Council Members  
From: Marjie Veeder, City Clerk  
Through: Erin Reinders, City Manager  
Date: September 10, 2019  
Re: Resolution 2019-53 appointing Judges and Clerks for the regular municipal election on October 1, 2019 and Judges to serve on the Canvass Committee

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**SUMMARY:** City Code requires Council to appoint three judges and two clerks to serve as the Election Board for the municipal election to be held on October 1, 2019, and three judges to serve as the canvass committee on October 4, 2019. Resolution 2019-53 accomplishes these mandates.

**PREVIOUS COUNCIL ACTION:** Council adopts a similar resolution for each local election.

**DISCUSSION:** UCO 4.08.020(A) requires appointment of three judges and two clerks to serve as the Election Board, and allows for the City Clerk to appoint additional clerks should the need arise.

Additionally, Council acts as the Canvass Committee or may appoint three judges to constitute the Canvass Committee, which has been the option typically taken. Traditionally, one Council member serves on the Canvass Committee and this year Shari Coleman has agreed to serve in this capacity.

**ALTERNATIVES:** None.

**FINANCIAL IMPLICATIONS:** Per UCO 4.04.050 Expenses, salaries for non-employee election judges and clerks shall be \$10.00 per hour. Salaries for election workers are included in the Clerk's Office FY20 budget.

**LEGAL:** None

**STAFF RECOMMENDATION:** Staff recommends adoption of Resolution 2019-53.

**PROPOSED MOTION:** I move to adopt Resolution 2019-53.

**CITY MANAGER'S COMMENTS:** The Manager recommends adoption of Resolution 2019-53.



CITY OF UNALASKA  
UNALASKA, ALASKA

RESOLUTION 2019-51

A RESOLUTION OF THE UNALASKA CITY COUNCIL IDENTIFYING THE CITY OF UNALASKA'S STATE PRIORITIES FOR FISCAL YEAR 2021

WHEREAS, Captains Bay Road is heavily used by commercial traffic, and future growth and business activity is expected to occur along Captains Bay Road, requiring road improvements, water, sewer, and electric utilities; and

WHEREAS, the Robert Storrs Boat Harbor A and B Floats have served the community well for over 30 years and in order to ensure the safety of those who use the dock and the vessels that moor at the Storrs Boat Harbor, the floats must be replaced and the dock redesigned; and

WHEREAS, Unalaska has several sites that were subject to the Department of Defense's Formerly Utilized Defense Sites environmental program due to contamination which occurred during WWII activities, as well as WWII related contamination that is discovered during construction projects today; and

WHEREAS, support from the Alaska Department of Environmental Conservation is critical to managing these contaminated areas and ensuring Federal assistance and support; and

WHEREAS, habitat restoration on the local road system for Summer Bay Lake and Watershed, Morris Cove Lake and Watershed, and Unalaska Lake and Watershed will help to improve depressed salmon stocks; and

WHEREAS, regular ferry service helps to meet the needs of residents, businesses and visitors on our remote island with limited and costly transportation and shipping options; and

WHEREAS, the City of Unalaska's ability to fulfill the obligations of a local government is limited by available resources including State funding, specifically funding through the Community Assistance Program and the Shared Fisheries Tax Program, offsetting the burdens that might otherwise be felt by a local tax base.

NOW THEREFORE BE IT RESOLVED that the City of Unalaska hereby identifies its top state legislative priorities for Fiscal Year 2021 as:

- Captains Bay Road and Utility Improvements Project: \$52 Million
- Robert Storrs Boat Harbor Improvements: \$9.5 Million
- Environmental Remediation Support
- Habitat Restoration for Salmon Stock Improvement Support
- Ferry System Support
- Community Assistance Program and Shared Fisheries Tax Program Support

PASSED AND ADOPTED by a duly constituted quorum of the Unalaska City Council on September 10, 2019.

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Frank Kelty  
Mayor

ATTEST:

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Marjie Veeder  
City Clerk

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## MEMORANDUM TO COUNCIL

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To: Mayor and City Council Members  
From: Erin Reinders, City Manager  
Date: September 10, 2019  
Re: Resolution 2019-51, identifying the City of Unalaska's State Priorities for Fiscal Year 2021

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**SUMMARY:** Council reviewed and discussed priorities at the August 27, 2019 work session. This resolution was developed based on Council's feedback. Identified priorities are listed below. Staff recommends approval.

- Captains Bay Road and Utility Improvements Project: \$52 Million
- Robert Storrs Boat Harbor Improvements: \$9.5 Million
- Environmental Remediation Support
- Habitat Restoration for Salmon Stock Improvement Support
- Ferry System Support
- Community Assistance Program and Shared Fisheries Tax Program Support

**PREVIOUS COUNCIL ACTION:** This is a recurring council action to express our support for certain initiatives, to submit projects to the State of Alaska for consideration in their capital budget, and in preparation for Lobbying Trips.

### **Previous State Priorities**

- Council specifically offered support for the full funding of the State of Alaska's Harbor Facility Grant Program in the FY20 State Capital Budget. This support was provided on February 12, 2019 through Resolution 2019-05.
- Council identified FY20 State Priorities on February 12, 2019 in the approval of Resolution 2019-06. This included:
  - \$24 Million for Captains Bay Road and Utility Improvements
  - \$9.5 Million for Robert Storrs Boat Harbor Improvements
  - Environmental Remediation Support
  - Habitat Restoration for Salmon Stock Improvement Support

City Council discussed priorities at the August 27, 2019 work session.

**BACKGROUND:** The fiscal situation in State has not significantly improved regarding availability of funding or bonding initiatives. However, it remains necessary to identify to the State our highest priorities.

**DISCUSSION:** Council discussed priorities on August 27, and Resolution 2019-51 has been developed as a result of that feedback. An overview is provided below.

- **\$52 Million for Captains Bay Road and Utility Improvements.** Captains Bay Road is heavily used by commercial traffic, and future growth and business activity is expected to occur along Captains Bay Road, requiring road improvements as well as water,

sewer, and electric utilities. The cost of this project is estimated at \$52 Million, up from an estimated \$24 Million. Staff is working to ensure that this project is on the STIP. Our federal lobbyist has identified potential grant opportunities for this project and we will explore those as well.

- **Environmental Remediation Support.** Unalaska has several sites that were subject to the Department of Defense's Formerly Utilized Defense Sites environmental program due to contamination, which occurred during WWII activities, as well as WWII related contamination that is discovered during construction projects today. Assistance and support from the state and federal levels is critical to managing these contaminated areas.
- **\$9.5 Million for Robert Storrs Boat Harbor Improvements.** The Robert Storrs Boat Harbor was inherited by the City of Unalaska from the State of Alaska. It has served the community well for over 30 years and in order to ensure the safety of those who use the dock and the vessels that moor at the Storrs Boat Harbor, the floats must be replaced and the dock redesigned. This is an existing Capital Project for the City of Unalaska. State funding for this project is a part of State of Alaska's Harbor Facility Grant Program, a program that the City of Unalaska has long supported.
- **Habitat Restoration for Salmon Stock Improvement Support.** Habitat restoration on the local road system for Summer Bay Lake and Watershed, Morris Cove Lake and Watershed, and Unalaska Lake and Watershed will help to improve depressed salmon stocks.
- **Ferry System Support.** Ferry service is identified in the City's Comprehensive plan as a community priority, stressing the importance of advocating for an increase of service to the State so that the needs of residents, business and visitors are addressed. Regular ferry service helps to meet the needs for our remote island with limited and costly transportation and shipping options.
- **Community Assistance Program and Shared Fisheries Tax Program Support.** The City of Unalaska works to fulfill the obligations of a local government. Our ability to do so is limited by statute, public interest and available resources. Traditionally those resources have included State and Federal funding, which offset the burdens that might otherwise be felt by a local tax base. In FY 19, our Community Assistance funding was \$158,479.93. Our share of the Shared Fisheries Business Tax was \$3,528,499.35 and our share of the Fish Landing Tax was \$5,220,958.21. This totaled 8,907,937.49, nearly 25% of our general fund revenue.

**STAFF RECOMMENDATION:** Staff recommends approval.

**PROPOSED MOTION:** I move to approve Resolution 2019-51.

**CITY MANAGERS COMMENTS:** This resolution is based on Council's feedback.

CITY OF UNALASKA  
UNALASKA, ALASKA

RESOLUTION 2019-52

A RESOLUTION OF THE UNALASKA CITY COUNCIL IDENTIFYING THE CITY OF UNALASKA'S FEDERAL PRIORITIES FOR FISCAL YEAR 2021

WHEREAS, the City of Unalaska is the number one fishing port in the United States and host to national and international shipping vessels; and

WHEREAS, the sand bar in the entrance to Unalaska Bay creates an impediment to container vessels entering the bay; and

WHEREAS, dredging the sand bar will contribute significantly to the navigational safety and security of vessels entering and leaving the port; and

WHEREAS, authorization and funding support is needed in order for the U. S. Army Corps of Engineers to continue moving forward with the project; and

WHEREAS, as marine transportation increases in our region, the Coast Guard's presence in our community is more valued than ever; and

WHEREAS, Unalaska encourages the Coast Guard to allow for Unalaska to become an accompanied duty station or stagger the rotation schedule of the Marine Safety Division to help maintain continuity and established synergies needed to best perform in Unalaska; and

WHEREAS, Captains Bay Road is heavily used by commercial traffic, and future growth and business activity is expected to occur along Captains Bay Road, requiring road improvements, water, sewer and electric utilities; and

WHEREAS, Unalaska's internet connection speeds thwart business growth, medical service, post-secondary education, and overall quality of life; and

WHEREAS, the City of Unalaska will be impacted by oil exploration and drilling in the Beaufort and Chukchi Seas because our port is the only port on the west coast of Alaska that is free of ice year round; and

WHEREAS, state and local sharing of the federal revenues generated by activities on the Outer Continental Shelf is important to Unalaska and other impacted communities serving as staging areas; and

WHEREAS, Unalaska has several sites that were subject to the Department of Defense's Formerly Utilized Defense Sites environmental program due to contamination which occurred during WWII activities, as well as WWII related contamination that is discovered during construction projects today; and

WHEREAS, the creation of a federal funding mechanism that would allow reimbursement to land owners who remediate contaminated sites or the identification of an accessible funding source to allow for a timely response to contamination sites that are holding up construction projects and negatively impact subsistence living would be of benefit to the community as a whole; and

WHEREAS, the absence of adjoining electrical systems forces the City's Electric Utility to cover contingency planning and react to unplanned outages without relying on help from an expansive utility grid; and

WHEREAS, Unalaska continues to support reliable and cost effective alternate energy sources, including hydrothermal and wind.

NOW THEREFORE BE IT RESOLVED that the City of Unalaska, Alaska, hereby identifies its top federal legislative priorities for Fiscal Year 2021:

- Captains Bay Road and Utility Improvements Project, \$52 Million
- Environmental Remediation Support
- Unalaska Bay Entrance Channel Dredging Support
- OCS Revenue Sharing Support
- Reliable and High Speed Internet Support
- United States Coast Guard Presence
- Alternative Energy Support

PASSED AND ADOPTED by a duly constituted quorum of the Unalaska City Council on September 10, 2019.

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Frank Kelty  
Mayor

ATTEST:

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Marjie Veeder  
City Clerk

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## MEMORANDUM TO COUNCIL

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To: Mayor and City Council Members  
From: Erin Reinders, City Manager  
Date: September 10, 2019  
Re: Resolution 2019-52: Identifying the City of Unalaska's Federal Priorities for Fiscal Year 2021

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**SUMMARY:** Council reviewed and discussed priorities at the August 27, 2019 work session. This resolution was developed based on Council's feedback. Identified priorities are listed below. Staff recommends approval.

- Unalaska Bay Entrance Channel Dredging Support
- Captains Bay Road and Utility Improvements Project, \$52 Million
- Reliable and High Speed Internet Support
- Outer Continental Shelf (OCS) Revenue Sharing Support
- Environmental Remediation Support
- United States Coast Guard Presence
- Alternative Energy Support

**PREVIOUS COUNCIL ACTION:** This is a recurring council action to express our support initiatives and capital projects in preparation for the Washington D.C. lobbying efforts.

***Previous Federal Priorities***

- Council last identified Federal Priorities on January 9, 2018 in the approval of Resolution 2018-05. This included:
  - Unalaska Bay Entrance Channel Dredging Support
  - \$24 Million for Captains Bay Road and Utility Improvements
  - High Speed Fiber Optic Connection Support
  - OCS Revenue Sharing Support
  - Environmental Remediation Support

City Council discussed priorities at the August 27, 2019 work session.

**BACKGROUND:** The Federal Lobbying trip is planned for the week of September 16, 2019. Having identified priorities will position us for more focused discussions.

**DISCUSSION:** Council discussed priorities on August 27, and Resolution 2019-52 has been developed as a result of that feedback. An overview is provided below.

- **Unalaska Bay Entrance Channel Dredging Support.** The City of Unalaska is a non-federal sponsor of the cost-shared feasibility study, led by the Army Corps of Engineers, evaluating the effects of the removal of a navigation restriction that currently severely impacts our ports. The removal of this navigational restriction helps us accommodate deep draft vessels, benefits commerce, and considers best practices of navigation and safety margins. If the study concludes there are not adverse effects the City will move forward with the Army Corps of Engineers on the project. This project is dependent upon the Army Corps of Engineers support and funding share.
- **\$52 Million for Captains Bay Road and Utility Improvements.** Captains Bay Road is heavily used by commercial traffic, and future growth and business activity is expected to occur along Captains Bay Road, requiring road improvements as well as water, sewer, and electric utilities. The cost of this project is estimated at \$52 million. Staff is working to ensure that this project is included on the STIP on the state level for potential funding support. Our federal lobbyist has identified potential federal grant opportunities for this project as well and we will explore those options.
- **Reliable and High Speed Internet Support.** Unalaska's internet connection speeds impede business growth, medical service, post-secondary education, and overall quality of life. We are unable to fully utilize cloud-based systems to improve efficiencies and effectiveness in personnel, educational, medical, and business processes. Improving internet services has long been a priority, and the City supports programs and activities that help to bridge this digital divide.
- **OCS Revenue Sharing Support.** The City of Unalaska has made changes to our planning and zoning policies as well as our Comprehensive Plan to help the community mitigate some of the significant growing pains associated with any future Arctic oil and gas development. For years, the City of Unalaska has been following the Offshore Production and Energizing National Security Alaska Act ("OPENS Act"). "The Conservation of America's Shoreline Terrain and Aquatic Life Act" or the "COASTAL Act" has recently been introduced by Senator Cassidy of Louisiana and Senator Murkowski as lead sponsors and Senator Sullivan as a cosponsor. It includes "the significant staging area" language that would qualify Unalaska to receive a portion of the OCS revenue-sharing payments.
- **Environmental Remediation Support.** Unalaska has several sites that were subject to the Department of Defense's Formerly Utilized Defense Sites environmental program due to contamination which occurred during WWII activities, as well as WWII related contamination that is discovered during construction projects today. Assistance and support from the state and federal levels is critical to managing these contaminated areas.



- **U.S. Coast Guard Presence in Unalaska.** Unalaska appreciates the Coast Guard's long time presence in our community. As marine transportation increases in our region, this presence is more valued than ever. We encourage the USCG to allow for Unalaska to become an accompanied duty station. Short of that, USCG might also consider offsetting the rotation of the Marine Safety Detachment so that half the team rotates in summer and half the team rotates in winter. We believe this rotation will maintain continuity and established synergies needed to best perform in Unalaska.
- **Alternative Energy Funding and Support.** The absence of adjoining electrical systems forces the City of Unalaska to cover contingency planning and react to unplanned outages without relying on help from an adjoining utility grid. The City continues to look for support with reliable and cost effective alternate energy sources, including hydrothermal and wind. We have installed MET towers to monitor wind for 18-24 months. Scoping for a Wind Energy project will be updated when this information gathering phase is completed. Additionally, we support measurers that might encourage other alternate energy opportunities to become viable options for our community.

**STAFF RECOMMENDATION:** Staff recommends approval.

**PROPOSED MOTION:** I move to approve Resolution 2019-52.

**CITY MANAGERS COMMENTS:** This resolution is based on Council's feedback.

CITY OF UNALASKA  
UNALASKA, ALASKA

RESOLUTION 2019-54

A RESOLUTION OF THE UNALASKA CITY COUNCIL AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH RL MOORE METAL RECYCLING TO SHIP AND DISPOSE OF SCRAP METAL AND JUNK VEHICLES FROM THE SOLID WASTE LANDFILL IN THE AMOUNT OF \$235,000

WHEREAS, in order to promote the health, welfare, and safety of the public, it has been determined that there is a need for the removal of scrap metal and junk vehicles from the Unalaska Landfill; and

WHEREAS, the City of Unalaska solicited bids on July 25, 2019, for the shipment of 500 tons of scrap metal and 175 junk vehicles from Unalaska; and

WHEREAS, the City of Unalaska received one bid from RL Moore Metal Recycling for the shipment of 500 tons of scrap metal and 175 junk vehicles from Unalaska; and

WHEREAS, it has been determined that RL Moore Metal Recycling is a responsive, responsible bidder.

NOW, THEREFORE, BE IT RESOLVED that the Unalaska City Council authorizes the City Manager to enter into an agreement with RL Moore Metal Recycling to ship approximately 500 tons of scrap metal and 175 junk vehicles from the City Landfill in the amount of \$235,000.

PASSED AND ADOPTED by a duly constituted quorum of the Unalaska City Council on September 10, 2019.

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Frank Kelty  
Mayor

ATTEST:

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Marjie Veeder  
City Clerk

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## MEMORANDUM TO COUNCIL

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To: Mayor and City Council Members  
From: Dan Winters, Director of Public Utilities  
Through: Erin Reinders, City Manager  
Date: September 10, 2019  
Re: Resolution 2019-54: Authorizing the City Manager to enter into an agreement With RL Moore Metal Recycling to ship and dispose of scrap metal and junk vehicles from the solid waste landfill in the amount of \$235,000

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**SUMMARY:** Through Resolution 2019-54, Staff is requesting approval for the City Manager to enter into an Agreement with RL Moore Metal Recycling to ship approximately 500 tons of scrap metal and 175 junk vehicles from the City Landfill to be recycled. The amount of the Agreement is \$235,000, and funding is available in the Operating Budget of the Solid Waste Operations Division of the Department of Public Utilities. Staff recommends approval.

**PREVIOUS COUNCIL ACTION:** At their December 9, 2014 meeting, Council approved Resolution 2014-89, which authorized the City Manager to enter into Agreement with Samson Tug and Barge to ship 4,000 tons of scrap metal and junk vehicles to Seattle for \$344,575.

At their June 13, 2017 meeting, Council approved Resolution 2017-44, which authorized the City Manager to enter into an Agreement with DeForge Maritime Towing to remove junk vehicles and scrap metal from the Unalaska Landfill and ship the material to Seattle. That Agreement totaled \$275,000.

At their May 28, 2019 meeting, Council approved Resolution 2019-07, which adopted the Fiscal Year 2020 operating budget and provided funding of \$572,000 for junk vehicle and scrap metal removal.

**BACKGROUND:** The City Landfill accepts both scrap metal and junk cars. These items accumulate to the extent that an average of 150 junk vehicles and 800 tons of scrap metal are received per year. The City has paid as much as \$1,500 per vehicle and \$500 per ton for scrap metal to remove these items from the Landfill.

On July 22, 2019, Staff requested and received a proposal for \$95,000 from Northern Alaska Contractors, LLC (NAC), to remove the junk vehicles and scrap metal from the Landfill. As NAC controls the barge landing site adjacent to the Landfill, this maintenance work was approved by the City Manager as a cost effective sole source award compared to obtaining quotes to move the material by truck to a different barge site.

On July 25, 2019, Staff issued an RFQ for the securing and shipment off-island of junk vehicles and scrap metal from the Solid Waste Landfill.

On August 27, 2019, Staff received a single bid from RL Moore Metal Recycling for the disposal of 175 junk vehicles and 500 tons of scrap metal from the Unalaska Landfill. RL Moore Metal Recycling's bid is for \$235,000.

**DISCUSSION:** Approval of Resolution 2019-54 will give the City Manager authorization to enter into an Agreement with RL Moore Metal Recycling to ship and dispose of 500 tons of scrap metal and 175 junk vehicles from the Unalaska Landfill.

Staff recommends Council's adoption of Resolution 2019-54, which will allow the shipping and disposal of junk vehicles and scrap metal from the Unalaska Landfill.

**ALTERNATIVES:** Staff does not believe there are other cost effective alternatives to awarding this Agreement but are always open to the Council's recommendations.

**FINANCIAL IMPLICATIONS:** The monetary amount for this Agreement to ship and dispose of 175 junk vehicles and 500 tons of scrap metal is \$235,000. According to the bid documents, the bid for shipping the scrap metal was \$400 per ton or \$200,000 and \$200 dollars per vehicle or \$35,000.

Funding for this Agreement will come from the Solid Waste Operating Budget, Line Item: Solid Waste 53024752 54210, which contains \$477,000 after allowing for the NAC Agreement.

**LEGAL:** Consultation with the City Attorney was not required for this action.

**STAFF RECOMMENDATION:** Staff recommends approval of Resolution 2019-54.

**PROPOSED MOTION:** I move to approve Resolution 2019-54.

**CITY MANAGER COMMENTS:** This action keeps metal out of our landfill. Financing the removal of junk vehicles and scrap metal has been a goal for Council, and is supported in the Comprehensive Plan. Staff will continue working to measure actual costs and will be looking for cost effective ways to achieve this goal.

**ATTACHMENTS:**

- RFQ
- Form of Agreement
- Bid from RL Moore Metal Recycling

July 25, 2019

**REQUEST FOR QUOTES**

**FURNISH EQUIPMENT AND MANPOWER  
TO SECURE AND TRANSPORT  
JUNK VEHICLES AND SCRAP METAL  
REMOVED FROM THE CITY OF UNALASKA SOLID WASTE LANDFILL**

To Whom It May Concern:

The City of Unalaska, Department of Public Utilities, Solid Waste Division, is requesting quotes for the furnishing of equipment and manpower to secure and transport up to 500 tons of scrap metal and approximately 175 junk vehicles from the Unalaska Solid Waste Landfill.

Quotes will be received through 2:00 p.m. on Tuesday, August 27, 2019, at the Office of the City Clerk, 43 Raven Way, PO Box 610, Unalaska, Alaska 99685. Any quotes received after the date specified may not be considered.

**I. THE WORK**

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

The work will include, but not be limited to, furnishing all plant, labor, tools, equipment, and materials and performing all operations in connection with the secure transportation of up to 500 tons of scrap metal and approximately 175 junk vehicles removed from the City of Unalaska Solid Waste Landfill. The scrap metal and junk vehicles become the property of the Contractor upon placement of the items onto the means of transport. All costs associated with the shipment, offloading and disposal of the scrap metal and junk vehicles are the responsibility of the Contractor. Any proceeds from the subsequent sale of the scrap metal and junk vehicles belong to the Contractor. The Contractor must legally dispose of the scrap metal and junk vehicles at a location completely outside the city limits of the City of Unalaska, Alaska

- Project Location: City of Unalaska, Solid Waste Landfill
- Owner: City of Unalaska, Department of Public Utilities

**II. GENERAL PROVISIONS**

All work shall be subject to review and acceptance by the Director of the Department of Public Utilities or his designated representative, who shall evaluate the Contractor's work for compliance with the Agreement. The Director of the Department of Public Utilities has no duty to supervise or direct the performance of the work, nor any responsibility or liability for the acts or omissions of the Contractor or any subcontractor or supplier.

**III. SAFETY**

- A. The Contractor shall do whatever work is necessary for overall project safety and be solely and completely responsible for conditions of the job site, including safety of all persons (including employees) and property during the Agreement period. This requirement shall apply continuously and is not limited to normal working hours.

- B. Safety provisions shall conform to Federal and State Departments of Labor Occupational Safety and Health Act (OSHA), and other applicable federal, state, county, and local laws, ordinances, codes, requirements set forth herein, and regulations. Where these are in conflict, the more stringent requirements shall apply. Contractor shall become thoroughly familiar with governing safety provisions and shall comply with the obligations set forth therein.
- C. The Contractor shall develop and maintain for the duration of the Agreement, a safety program that will effectively incorporate and implement required safety provisions. Contractor shall appoint a qualified employee who is authorized to supervise and enforce compliance with the safety program.
- D. The Owner's duty to conduct construction review of the Contractor's performance does not include a review or approval of the adequacy of Contractor's safety supervisor, safety program, or safety measures taken in, on, or near the construction site.
- E. As part of safety program, Contractor shall maintain at its office or other well-known location at the job site, safety equipment applicable to the Work as prescribed by governing safety authorities, and articles necessary for giving first aid to the injured. Establish procedures for the immediate removal to a hospital or a doctor's care of persons who may be injured on the job site.
- F. Contractor shall do all work necessary to protect the general public from hazards, including but not limited to equipment and operations.

#### **IV. LICENSE REQUIREMENTS**

The Contractor shall obtain a City of Unalaska Business License prior to commencement of the Work to the extent required by the City of Unalaska Code of Ordinances §9.04.020. Contractors and subcontractors in order to perform public work in the State of Alaska are required to hold State of Alaska Contractor's licenses of the class required to perform the specified work. Contractors and subcontractors are also required to hold current Alaska Business Licenses and City of Unalaska Business Licenses in order to perform public work in the State of Alaska. Contractor's License and Business License numbers, including City of Unalaska business license numbers, shall be inserted in the appropriate place on the Quote form. Evidence of subcontractor's compliance with the above shall be submitted to the City before starting subcontract work on City Agreements.

#### **V. INSURANCE**

- A. Contractor agrees to furnish the City, before commencing any Physical Work related to this Agreement and as required elsewhere, the certificates of insurance as specified in these Documents. Contractor further agrees that the amount stated herein includes specific consideration for the insurance coverage's, including contractual liability, specified.
- B. The contractor shall carry and maintain throughout the life of this Agreement, at its own expense, insurance not less than the amounts 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 and where allowed, with respect to the performance of the work. There shall be no right of subrogation against the City or its agents performing work in connection with the work, 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 thereunder shall contain provisions that no cancellation or material changes in the policy relative to this project shall become effective except upon 30 days prior written notice thereof to the City of Unalaska.

- C. Prior to commencement of the work, the contractor shall furnish certificates to the City of Unalaska, in duplicate, evidencing that the Insurance policy provisions required hereunder are in force. Acceptance by the City of Unalaska of deficient evidence does not constitute a waiver of Agreement requirements.
- D. The contractor shall furnish the City of Unalaska with certified copies of policies upon request. The minimum coverages and limits required are as follows:
  - 1. Workers' Compensation insurance in accordance with the statutory coverages required by the State of Alaska and Employers Liability insurance with limits not less than \$1,000,000 and, where applicable, insurance in compliance with any other statutory obligations, whether State or Federal, pertaining to the compensation of injured employees assigned to the work, including but not limited to Voluntary Compensation, Federal Longshoremen and Harbor Workers Act, Maritime and the Outer Continental Shelf's Land Act.
  - 2. Commercial General Liability with limits not less than \$1,000,000 per Occurrence and \$2,000,000 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. Coverage shall not contain any exclusion of Explosion, Collapse, or Underground. Coverage is to be endorsed to include a per project aggregate. Additionally, such insurance shall be considered primary to any other insurance carried by the City of Unalaska and the insurer will endorse the policy accordingly.
  - 3. Commercial Automobile Liability on 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 accident or loss.
  - 4. If applicable, Contractor's Equipment insurance covering all of the contractor's equipment and machinery to be used in connection with the performance of the work specified in this Agreement. This coverage requirement may be waived at the discretion of the City of Unalaska if the Contractor self-insures the equipment and will waive all right of recovery against the City of Unalaska in writing.
  - 5. Umbrella/Excess Liability insurance coverage of not less than \$1,000,000 per occurrence and annual aggregate providing coverage in excess of General Liability, Auto Liability, and Employers Liability.

6. If work involves use of aircraft, Aircraft Liability insurance covering all owned and non-owned aircraft with a per occurrence limit of not less than \$1,000,000.
7. If work involves use of watercraft, Protection and Indemnity insurance with limits not less than \$1,000,000 per occurrence. Hull and Machinery coverage is to be carried on the vessel for the full current market value. This coverage requirement may be waived at the discretion of the City of Unalaska if the contractor self-insures the equipment and will waive all rights of recovery against the City of Unalaska in writing.
8. Where applicable, Professional Liability insurance with limits of not less than \$1,000,000 per claim and \$1,000,000 aggregate, subject to a maximum deductible of \$10,000 per claim. The City of Unalaska has the right to negotiate increase of deductibles subject to acceptable financial information of the policyholder.
9. Where applicable, Pollution Liability insurance with a project limit of not less than \$1,000,000 subject to a maximum deductible of \$10,000 to include coverage for Asbestos, Hazardous Materials, Lead or other related environmental hazards. The City of Unalaska has the right to negotiate increase of deductibles subject to acceptable financial information of the policyholder.

In the event Asbestos, Hazardous Materials, Lead or other related environmental hazards are transported by vehicle and/or marine vessel, the operator of such vehicles and vessels shall provide a Certificate of Insurance for the transportation of such materials (including loading and unloading) with limits of not less than \$1,000,000.

10. Builder's Risk Insurance: Coverage shall be provided on an "All Risk" completed value basis and protect the interests of the City, the contractor and his subcontractors. Coverage shall include all materials, equipment and supplies that are intended for specific installation in the project while such materials, supplies and equipment are located at the project site and in transit from port of arrival to job site and while temporarily located away from the project site.
- E. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expense.
  - F. All insurance policies as described above except Professional Liability and Worker's Compensation are required to be written on an "occurrence" basis. In the event occurrence coverage is not available, the contractor agrees to maintain "claims made" coverage for a minimum of two years after project completion.



- G. If the contractor employs subcontractors to perform any work hereunder, the contractor agrees to require such subcontractors to obtain, carry, maintain, and keep in force during the time in which they are engaged in performing any work hereunder, policies of insurance which comply with the requirements as set forth in this section. This requirement is applicable to subcontractors of any tier.
- H. The contractor is required to maintain all certificates of insurance during the course of the project and for a minimum of three (3) years following the completion of such project. It is further agreed, that upon request by the City of Unalaska, the Contractor will provide copies of any and all subcontractor certificates of insurance for review of compliance.
- I. Failure by the Contractor to maintain the required insurance coverage or to comply with the above, may, at the option of the City of Unalaska, be deemed Defective Work and remedied in accordance with the Agreement.

**VI. INDEMNIFICATION:**

- A. The CONTRACTOR and his Subcontractors will name the owner as “Additional Insured” and will provide a "Waiver of Subrogation”.
- B. The CONTRACTOR shall indemnify, save harmless, and defend the CITY and its agents and its employees from any and all claims or actions for injuries or damages sustained by any person or property arising directly or indirectly from the CONTRACTOR's performance of this Agreement; however, this provision has no effect if, but only if, the sole proximate cause of the injury or damage is the negligence of the City or its agents.

**VII. TIME OF COMPLETION**

The CONTRACTOR shall complete all work associated with this Agreement no later than 5:00 p.m. on Thursday, October 31, 2019.

**VIII. STATUS OF WORK**

The Contractor shall keep the City advised as to the status of work being done by the Contractor and the details thereof. The Contractor shall maintain coordination with representatives of the City. The City or Contractor may request and be granted a conference with the other party.

**IX. MEASUREMENT AND PAYMENT**

CONTRACTOR shall submit Applications for Payment in accordance with Article 13 of the General Conditions. Applications for Payment will be processed by the OWNER as provided in the General Conditions.

- A. Progress Payments. The OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment on or about a day of the month mutually agreeable to the OWNER and CONTRACTOR as agreed to at the preconstruction conference. All progress payments will be on the basis of the progress of the work measured by the actual installed quantity of items, plus allowances for stockpiled materials.
  - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as the OWNER shall determine,

or the OWNER may withhold, in accordance with Article 13 (paragraph 13.8) of the General Conditions and the Supplemental Conditions.

a. Ninety percent of work completed.

b. Once 50 percent of the work is complete as determined by the OWNER, and if the character and progress of the work have been satisfactory to the OWNER, the OWNER, may determine that, as long as the character and progress of the work remain satisfactory to them, there will be no additional retainage on account of work completed; in which case, the remaining progress payments prior to Substantial Completion will be in an amount equal to 100 percent of the work completed.

2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 95 percent of the Contract Price, less such amounts as the OWNER shall determine, or the OWNER may withhold, in accordance with Article 13 of the General Conditions.

B. Final Payment. Upon final completion and acceptance of the work in accordance with the General Conditions; Affidavit of Payment of Debts and Claims; Affidavit of Release of Liens; and Receipt of Consent of Surety Company to Final Payment, the OWNER shall pay the remainder of the Contract Price as provided in said Article 13.

1. Deductions. The City may deduct from the amount of any payment made to Contractor any sums owed to City by Contractor including, but not limited to, past due sales tax, port and harbor fees, property tax, or rent. Before making any such deduction the City shall have provided Contractor written notice of the amount claimed by City to be due and owing from Contractor.

**X. QUALIFICATIONS:**

The CONTRACTOR shall have mechanical experience, with projects consisting of the same scope of work and contract amount as this Agreement. Upon request, the Contractor shall submit a list of successfully completed projects with the Request for Quotes, as well as contact names and numbers for the Owners of the work completed.

**CITY OF UNALASKA - QUOTE PROPOSAL FORM**  
**FURNISH EQUIPMENT AND MANPOWER**  
**TO SECURE AND TRANSPORT**  
**JUNK VEHICLES AND SCRAP METAL**  
**REMOVED FROM THE CITY OF UNALASKA SOLID WASTE LANDFILL**  
**(Contractor to Fill in and Submit to City)**

ITEM NO.	DESCRIPTION	UNIT	CONTRACTOR BID AMOUNT ( Write Unit Bid Price in Words)	TOTAL PRICE
1	UP TO 500 TONS SCRAP METAL	LUMP SUM	<hr/>	
2	APPROXIMATELY 175 JUNK VEHICLES	LUMP SUM	<hr/>	

Total Price Quote: \_\_\_\_\_

Total Price Quote (in words): \_\_\_\_\_

Quoting Company: \_\_\_\_\_

Name (Printed): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Contractors License No. \_\_\_\_\_

Business License No. \_\_\_\_\_

STANDARD FORM OF AGREEMENT  
BETWEEN THE CITY AND CONTRACTOR

THIS AGREEMENT is dated as of the \_\_\_\_ day of \_\_\_\_\_ in the year 2019, by and between the City of Unalaska (the “CITY”) and RL Moore Metal Recycling (the “CONTRACTOR”).

The City of Unalaska and the Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**Article 1. THE WORK**

CONTRACTOR shall complete all work as specified or indicated in this agreement. The work is generally described as follows:

The work will include, but not be limited to, furnishing all plant, labor, tools, equipment, and materials and performing all operations in connection with the secure transportation of up to 500 tons of scrap metal and approximately 175 junk vehicles removed from the City of Unalaska Solid Waste Landfill. The scrap metal and junk vehicles become the property of the Contractor upon placement of the items onto the means of transport. All costs associated with the shipment, offloading and disposal of the scrap metal and junk vehicles are the responsibility of the Contractor. Any proceeds from the subsequent sale of the scrap metal and junk vehicles belong to the Contractor. The Contractor must legally dispose of the scrap metal and junk vehicles at a location completely outside the city limits of the City of Unalaska, Alaska

1. Project Location: City of Unalaska Solid Waste Landfill, Unalaska, AK 99685
2. Owner: City of Unalaska, Department of Public Utilities

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

- Agreement
- RL Moore Metal Recycling Quote Dated August 27, 2019
- Change Orders which may be delivered or issued after Effective Date of the Agreement and not attached hereto.

**Article 2. GENERAL PROVISIONS**

- A. All work shall be subject to review and acceptance by the City, who shall evaluate the Contractor's work for compliance with the Agreement. The City has no duty to supervise or direct the performance of the work, nor any responsibility or liability for the acts or omissions of the Contractor or any subcontractors or suppliers.
- B. The Contractor is solely responsible for each piece of scrap metal and each junk car as soon as they are loaded onto the barge. Unloading the barge at the Seattle Port is the sole responsibility of the Contractor.
- C. The Contractor shall coordinate shipment with Northern Alaska Contractors, LLC, the Contractor awarded the work to remove the scrap metal and junk vehicles from the landfill and bring to the barge for securing and shipment.

**Article 3. SAFETY**

- A. The Contractor shall do whatever work is necessary for overall project safety and be solely and completely responsible for conditions of the job site, including safety of all persons (including

employees) and property during the Agreement period. This requirement shall apply continuously and is not limited to normal working hours.

- B. Safety provisions shall conform to Federal and State Departments of Labor Occupational Safety and Health Act (OSHA), and other applicable federal, state, county, and local laws, ordinances, codes, requirements set forth herein, and regulations. Where these are in conflict, the more stringent requirements shall apply. Contractor shall become thoroughly familiar with governing safety provisions and shall comply with the obligations set forth therein.
- C. The Contractor shall develop and maintain for the duration of the Agreement, a safety program that will effectively incorporate and implement required safety provisions. Contractor shall appoint a qualified employee who is authorized to supervise and enforce compliance with the safety program.
- D. The City's duty to conduct a review of the Contractor's performance does not include a review or approval of the adequacy of Contractor's safety supervisor, safety program, or safety measures taken in, on, or near the construction site.
- E. As part of safety program, Contractor shall maintain at its office or other well-known location at the job site, safety equipment applicable to the Work as prescribed by governing safety authorities, and articles necessary for giving first aid to the injured. Establish procedures for the immediate removal to a hospital or a doctor's care of persons who may be injured on the job site.
- F. Contractor shall do all work necessary to protect the general public from hazards, including but not limited to equipment and operations.

**Article 4. LICENSE REQUIREMENTS**

The Contractor shall obtain a City of Unalaska Business License prior to commencement of the Work to the extent required by the City of Unalaska Code of Ordinances §9.04.020. Contractors and subcontractors in order to perform public work in the State of Alaska are required to hold State of Alaska Contractor's licenses of the class required to perform the specified work. Contractors and subcontractors are also required to hold current Alaska Business Licenses and City of Unalaska Business Licenses in order to perform public work in the State of Alaska.

**Article 5. INSURANCE**

- A. Contractor agrees to furnish the City, before commencing any Physical Work related to this Agreement and as required elsewhere, the certificates of insurance as specified in these Documents. Contractor further agrees that the amount stated herein includes specific consideration for the insurance coverage's, including contractual liability, specified.
- B. The Contractor shall carry and maintain throughout the life of this Agreement, at its own expense, insurance not less than the amounts 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 and where allowed, with respect to the performance of the work. There shall be no right of subrogation against the City or its agents performing work in connection with the work, 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 thereunder shall contain provisions that no cancellation or material changes in the policy relative to this project shall become effective except upon 30 days prior written notice thereof to the City of Unalaska.

- C. Prior to commencement of the work, the Contractor shall furnish certificates to the City of Unalaska, in duplicate, evidencing that the Insurance policy provisions required hereunder are in force. Acceptance by the City of Unalaska of deficient evidence does not constitute a waiver of Agreement requirements.
- D. The Contractor shall furnish the City of Unalaska with certified copies of policies upon request. The minimum coverages and limits required are as follows:
1. Workers' Compensation insurance in accordance with the statutory coverages required by the State of Alaska and Employers Liability insurance with limits not less than \$1,000,000 and, where applicable, insurance in compliance with any other statutory obligations, whether State or Federal, pertaining to the compensation of injured employees assigned to the work, including but not limited to Voluntary Compensation, Federal Longshoremen and Harbor Workers Act, Maritime and the Outer Continental Shelf's Land Act.
  2. Commercial General Liability with limits not less than \$1,000,000 per Occurrence and \$2,000,000 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. Coverage shall not contain any exclusion of Explosion, Collapse, or Underground. Coverage is to be endorsed to include a per project aggregate. Additionally, such insurance shall be considered primary to any other insurance carried by the City of Unalaska and the insurer will endorse the policy accordingly.
  3. Commercial Automobile Liability on 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 accident or loss.
  4. If applicable, Contractor's Equipment insurance covering all of the Contractor's equipment and machinery to be used in connection with the performance of the work specified in this Agreement. This coverage requirement may be waived at the discretion of the City of Unalaska if the Contractor self-insures the equipment and will waive all right of recovery against the City of Unalaska in writing.
  5. Umbrella/Excess Liability insurance coverage of not less than \$1,000,000 per occurrence and annual aggregate providing coverage in excess of General Liability, Auto Liability, and Employers Liability.
  6. If work involves use of aircraft, Aircraft Liability insurance covering all owned and non-owned aircraft with a per occurrence limit of not less than \$1,000,000.
  7. If work involves use of watercraft, Protection and Indemnity insurance with limits not less than \$1,000,000 per occurrence. Hull and Machinery coverage is to be carried on the vessel for the full current market value. This coverage requirement may be waived at the discretion of the City of Unalaska if the Contractor self-insures the equipment and will waive all rights of recovery against the City of Unalaska in writing.
  8. Where applicable, Professional Liability insurance with limits of not less than \$1,000,000 per claim and \$1,000,000 aggregate, subject to a maximum deductible of \$10,000 per claim. The City of Unalaska has the right to negotiate increase of deductibles subject to acceptable financial information of the policyholder.

9. Where applicable, Pollution Liability insurance with a project limit of not less than \$1,000,000 subject to a maximum deductible of \$10,000 to include coverage for Asbestos, Hazardous Materials, Lead or other related environmental hazards. The City of Unalaska has the right to negotiate increase of deductibles subject to acceptable financial information of the policyholder.

In the event Asbestos, Hazardous Materials, Lead or other related environmental hazards are transported by vehicle and/or marine vessel, the operator of such vehicles and vessels shall provide a Certificate of Insurance for the transportation of such materials (including loading and unloading) with limits of not less than \$1,000,000.

10. Builder's Risk Insurance: Coverage shall be provided on an "All Risk" completed value basis and protect the interests of the City, the Contractor and its subcontractors. Coverage shall include all materials, equipment and supplies that are intended for specific installation in the project while such materials, supplies and equipment are located at the project site and in transit from port of arrival to job site and while temporarily located away from the project site.
- E. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expense.
  - F. All insurance policies as described above except Professional Liability and Worker's Compensation are required to be written on an "occurrence" basis. In the event occurrence coverage is not available, the Contractor agrees to maintain "claims made" coverage for a minimum of two years after project completion.
  - G. If the Contractor employs subcontractors to perform any work hereunder, the Contractor agrees to require such subcontractors to obtain, carry, maintain, and keep in force during the time in which they are engaged in performing any work hereunder, policies of insurance which comply with the requirements as set forth in this section. This requirement is applicable to subcontractors of any tier.
  - H. The Contractor is required to maintain all certificates of insurance during the course of the project. It is further agreed, that upon request by the City of Unalaska, the Contractor will provide copies of any and all subcontractor certificates of insurance for review of compliance.
  - I. Failure by the Contractor to maintain the required insurance coverage or to comply with the above, may, at the option of the City of Unalaska, be deemed Defective Work and remedied in accordance with the Agreement.

**Article 6. INDEMNIFICATION**

- A. The Contractor will name the City as "Additional Insured" and will provide a "Waiver of Subrogation".
- B. The Contractor shall indemnify, save harmless, and defend the City and its agents and its employees from any and all claims or actions for injuries or damages sustained by any person or property arising directly or indirectly from the Contractor's performance of this Agreement; however, this provision has no effect if, but only if, the sole proximate cause of the injury or damage is the negligence of the City or its agents.

**Article 7. TIME OF COMPLETION**

The Contractor shall complete all work associated with this Agreement no later than 30 days from the date of the execution of this Agreement.

**Article 8. STATUS OF WORK**

The Contractor shall keep the City advised as to the status of work being done by the Contractor and the details thereof. The Contractor shall maintain coordination with representatives of the City. The City or Contractor may request and be granted a conference with the other party.

**Article 9. MEASUREMENT AND PAYMENT**

Application for Payment or Invoice shall be sent to the City of Unalaska, Accounts Payable, P.O. Box 610, Unalaska, Alaska 99685, for payment. This agreement is a Lump Sum agreement for Two Hundred Thirty Five Thousand Dollars (\$235,000).

**Article 10. CONTRACTOR'S REPRESENTATIONS**

In order to induce the City to enter into this agreement, the Contractor makes the following representations:

- A. Contractor has familiarized itself with the nature and extent of the Contract Documents, work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the work.
- B. Contractor has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports, and studies which pertain to the subsurface or physical conditions at or contiguous to the site or which otherwise may affect the cost, progress, performance, or furnishing of the work as Contractor considers necessary for the performance or furnishing of the work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports, studies, or similar information or data are or will be required by Contractor for such purposes.
- D. Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies, or similar information or data in respect of said Underground Facilities are or will be required by Contractor in order to perform and furnish the work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.4 of the General Conditions.
- D. Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
- E. Contractor has given the City written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by the City is acceptable to the Contractor.



**Article 11. MISCELLANEOUS**

- A. The Contractor shall submit the Performance Bond, Certification of Insurance, and State of Alaska and City of Unalaska business licenses prior to commencement of the Work. The Performance Bond shall be in the amount of 100% of the contract bid price.
- B. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- C. The City and the Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents.

**IN WITNESS WHEREOF,** The City and the Contractor have signed all counterparts of this Agreement. All portions of the Contract Documents have been signed or identified by the City of Unalaska and the Contractor.

RL MOORE METAL RECYCLING

CITY OF UNALASKA, ALASKA

By: \_\_\_\_\_  
Ronald L. Moore, Owner

By: \_\_\_\_\_  
Erin Reinders, City Manager

State of Alaska )  
 ) ss.  
Third Judicial District )

State of Alaska )  
 ) ss.  
Third Judicial District )

The foregoing instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, by Ronald L. Moore, the Owner of RL Moore Metal Recycling, a sole proprietorship, on behalf of the Company.

The foregoing instrument was acknowledged before me on the \_\_\_ day of \_\_\_\_\_, 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 \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

\_\_\_\_\_  
Notary Public, State of Alaska  
My Commission Expires \_\_\_\_\_

**CITY OF UNALASKA - QUOTE PROPOSAL FORM**  
**FURNISH EQUIPMENT AND MANPOWER**  
**TO SECURE AND TRANSPORT**  
**JUNK VEHICLES AND SCRAP METAL**  
**REMOVED FROM THE CITY OF UNALASKA SOLID WASTE LANDFILL**  
**(Contractor to Fill in and Submit to City)**

ITEM NO.	DESCRIPTION	UNIT	CONTRACTOR BID AMOUNT ( Write Unit Bid Price in Words)	TOTAL PRICE
1	UP TO 500 TONS SCRAP METAL	LUMP SUM	Four Hundred Dollar a ton	\$ 200,000.00
2	APPROXIMATELY 175 JUNK VEHICLES	LUMP SUM	two Hundred Dollar per vehicle	\$ 35,000.00

Total Price Quote: \$ 235,000.00

Total Price Quote (in words): two Hundred thirty Five thousands Dollar

Quoting Company: RLMOORE METAL RECYCLING

Name (Printed): RLMOORE METAL RECYCLING (RON MOORE)

Signature: RZ Moore

Date: 8-27-19

Contractors License No. \_\_\_\_\_

Business License No. 973027

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## MEMORANDUM TO COUNCIL

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To: City Council Members  
From: Mayor Frank Kelty  
Date: September 10, 2019  
Re: Travel Approval, October NPFMC Meeting in Homer

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The October North Pacific Fishery Management Council Meeting (NPFMC) will be held in Homer, Alaska. At this meeting, the NPFMC will address the following issues:

- Approve 2019-2020 Bristol Bay Red King Crab, Bairdi Tanner Crab and Opilio Tanner Crab allocations for the Bering Sea.
- Receive a report from the North Pacific Council Crab Plan Team.
- Halibut issues include BSAI Halibut abundance based PSC limits.
- Aleutian Islands Pacific Cod set aside adjustment update is for initial review.
- The preliminary BSAI/GOA Groundfish specifications for the 2020 season will be reviewed by Council and they will receive the joint Groundfish Plan teams report.
- Observer Annual Deployment Plan for 2020 and final action on the Observers fee analysis.
- The Council will be doing allot of work on Pacific Cod issues at this meeting that could have major impacts to Unalaska area.
- Groundfish Trawl electronic monitoring (EM) and an exempt fishing permit (EFP) will be discussed and they will receive the EM committee report.
- Bering Sea Aleutian Islands (BSAI) trawl/pot cod catcher vessel (CV) management. This is the start of the rationalization of the CV trawl /pot cod fishery and there will be differing opinions on this issue.
- Other cod issues on the agenda include stranded BSAI Pacific cod. This has to do with how to allocate unharvested cod.
- Another hot cod issue will be the BSAI Pacific Cod Catcher Processor (CP) participation in the BSAI Pacific cod fishery.
- The Council will also be reviewing the discussion paper on creating a Fishery Management Plan (FMP) for Cook Inlet Salmon.

This should be a very interesting Council meeting with all of the Pacific cod issues, and the Council will getting a lot of feedback from the small boat fishers that are based in the Homer area.

**PREVIOUS COUNCIL ACTION:** The Unalaska City Council for many years has approved travel for the Mayor and Council members to attend North Pacific Fishery Management Council meetings.

**BACKGROUND:** The North Pacific Fishery Management Council has five meetings a year, and is the management agency for the federal waters fisheries of the Bering Sea and Aleutian Islands. The sustainability of fisheries is of critical importance for the economic wellbeing of seafood industry, the support sector business and the entire community of Unalaska.

**DISCUSSION:** I believe it is important for the Mayor and Unalaska City Council members to stay involved with the North Pacific Fishery Management Council because the revenues generated from the federal water fisheries of the BSAI is what drives the economy of this community. The need for the Mayor and Council is even more important to monitor these fisheries meeting since we no longer have a fisheries resource person on staff to attend these meeting.

**ALTERNATIVES:** The Council may choose to approve this travel or not.

**FINANCIAL:** Council has sufficient funding available in the City Council travel budget line. Included is a memo from the Administrative Coordinator about the travel costs. I do not intend to go to the entire meeting. I would like to depart on September 30 and return to Unalaska on October 7, 2019.

**PROPOSED MOTION:** I make a motion to approve travel to the North Pacific Fishery Management Council for the Mayor and up to three Council Members.

**ATTACHMENTS:**

- October meeting agenda and schedule
- Travel cost summary

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## MEMORANDUM TO COUNCIL

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To: Mayor and City Council Members  
From: Michelle Price, Administrative Coordinator  
Through: Erin Reinders, City Manager  
Date: September 10th, 2019  
Re: North Pacific Fishery Management Council

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The North Pacific Fishery Management Council will meet in Homer from September 30 to October 9, 2019. The Mayor indicated he would like to depart on September 30 and return to Unalaska on October 7, 2019.

Estimated travel costs for one traveler are:

Air Fare	\$ 1,288.00
Lodging in Homer	\$ 1,253.00
Vehicle Rental	\$ 673.00
Per Diem	\$ 992.00
<b>TOTAL</b>	<b>\$ 4,206.00</b>

As of September 10, 2019, the available funds in the Council travel budget are: \$56,702.57

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 economical 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.

# Agenda SCHEDULE

# OCTOBER 2019

	SSC Quarter Deck - Land's End	AP Williwaw - Best Western	Council Quarter Deck - Land's End
<b>Monday Sep 30</b> 9a-5p, Cook Inlet salmon committee, Best Western 5.30-7p Salmon outreach, Best Western	8:00 am C1 BSAI Halibut ABM		
	1:00 pm C1 Halibut ABM (cont)		
<b>Tuesday Oct 1</b> 8a-5p, Community Engagement Cmte, Harbor Rm - Lands End 6p-8p, Seismic Testing Presentation, Harbor Rm-Land's End 5:30-7p Intro to Council Process, Quarter Deck, Land's End	8:00 am D1 Trawl EM EFP C4 BSAI Crab specs	8:00 am Agenda/meeting info C1 BSAI Halibut ABM	
	1:00 pm C4 BSAI Crab (cont) C3 Observer 2020 ADP	1:00 pm C1 Halibut ABM (cont)	
<b>Wednesday Oct 2</b> 5.30-7p Rec Fish roundtable, Best Western	8:00 am B4 AFSC Report C5 BSAI Gfish specs	8:00 am C2 Observer fee	
	1:00 pm C6 GOA Gfish specs C8 BSAI parallel waters	1:00 pm C3 Observer 2020 ADP C4 BSAI Crab specs	
<b>Thursday Oct 3</b> 6-8p Industry reception	8:00 am <i>Work on minutes</i>	8:00 am C5 BSAI Gfish specs C6 GOA Gfish specs C7 Sculpins	8:00 am Oath of office/election B reports
	1:00 pm <i>Work on minutes</i>	1:00 pm D1 Trawl EM EFP/Cmte D2 BSAI PCod CV paper	1:00 pm C1 BSAI Halibut ABM
<b>Friday Oct 4</b>		8:00 am D2 BSAI Pcod CV (cont)	8:00 am C1 Halibut ABM (cont)
		1:00 pm D2 BSAI Pcod CV (cont) C8 BSAI parallel waters	<b>1:00 pm Balance of SSC report*</b> C2 Observer fee
<b>Saturday Oct 5</b>		8.00 am D3 BSAI stranded cod D4 BSAI Pot cod CP	8:00 am C2 Observer fee (cont) C3 Observer 2020 ADP
		1:00 pm D5 Cook Inlet Salmon E Staff tasking	1:00 pm D1 Trawl EM EFP/cmte C4 BSAI Crab Specs
<b>Sunday Oct 6</b>			8:00 am C5 BSAI Gfish specs C6 GOA Gfish specs C7 Sculpins
			1:00 pm C7 Sculpins (cont) <b>3:00 pm Executive Session*(T)</b>
<b>Monday Oct 7</b>			8:00 am D2 BSAI Pcod CV paper
			1:00 pm D2 BSAI Pcod CV (cont)
<b>Tuesday Oct 8</b>			8:00 am C8 BSAI parallel waters D3 BSAI Stranded cod
			1:00 pm D4 BSAI Pot cod CP D5 Cook Inlet Salmon
<b>Wednesday Oct 9</b>			8:00 am E Staff Tasking
			1:00 pm <i>continue as necessary</i>

**DRAFT AGENDA**  
**246th Plenary Session, North Pacific Fishery Management Council**  
**September 30 to October 9, 2019, Land's End, Homer, AK**

The North Pacific Fishery Management Council will meet September 30 through October 9, 2019 at the Land's End Resort, Homer, AK. Other meetings to be held during the week are:

<u>Committee/Panel</u>	<u>Dates</u>
Scientific and Statistical Committee	Sep 30 - Oct 3, 2019 – Quarter Deck, Land's End (M-W), Conference room, Land's End (Th)
Advisory Panel	Oct 1 - Oct 5, 2019 – Williwaw, Best Western
Cook Inlet Salmon Committee	Sep 30 – 9 am-5pm – Williwaw, Best Western
Community Engagement Committee	October 1, 2019 8 am-5pm – Harbor Room, Land's End

**Red = SSC items**

	<i>Council Staff Lead</i>	<b>Approx TIMING</b>
<b>A. CALL MEETING TO ORDER</b>		
A1 Oath of Office / Election of Officers / Approval of Agenda		
<b>B. Reports</b>	<i>David Witherell</i>	<b>4</b>
B1 Executive Director's Report (including updates on the State Mariculture Taskforce, Gulf Watch Alaska, Cook Inletkeeper, and 2019 decksorting EFP)		
B2 NMFS Management Report		
B3 NOAA General Counsel Report		
<b>B4 AFSC Report</b>		
B5 ADF&G Report		
B6 USCG Report		
B7 USFWS Report		
<b>C. Major Issues/Final Action Items</b>		<b>25</b>
C1 <b>BSAI Halibut ABM PSC limits</b> – Initial Review	<i>Diana Stram</i>	8
C2 Observer fee analysis – Final action, FMAC report	<i>Diana Evans</i>	4
C3 <b>Observer 2020 Annual Deployment Plan</b> – Review, FMAC report	<i>Diana Evans</i>	2
C4 <b>BSAI Crab:</b> a) ABC/OFL for 5 stocks (BBRKC, EBS snow crab, EBS tanner crab, SMBKC, PIRKC); b) Final 2018-2019 SAFE report; c) Crab Plan Team Report	<i>Jim Armstrong</i>	2
C5 <b>BSAI Groundfish</b> – Proposed harvest specifications, Preliminary Ecosystem Status Report, Joint Plan Team report, BSAI Groundfish Plan Team Report	<i>Steve MacLean</i>	2
C6 <b>GOA Groundfish</b> – Proposed harvest specifications, GOA Groundfish Plan Team report	<i>Sara Cleaver</i>	1
C7 Sculpins to ecosystem component – Final Action	<i>Steve MacLean</i>	2
C8 <b>BSAI parallel waters</b> – Initial Review	<i>Jon McCracken</i>	2
<b>D. Other Issues</b>		<b>17</b>
D1 <b>Trawl EM: a) Trawl EM EFP review</b> , b) Trawl EM Committee Report	<i>Diana Evans</i>	1
D2 BSAI Pcod trawl/pot CV management – Scoping paper	<i>Jon McCracken</i>	8
D3 Stranded BSAI and GOA Pcod – Discussion paper	<i>Jon McCracken</i>	2
D4 BSAI Pcod pot CP participation – Discussion paper	<i>Jon McCracken</i>	2
D5 Cook Inlet Salmon FMP – Discussion paper, Committee report	<i>Jim Armstrong</i>	2
<b>E. Staff Tasking</b>		<b>4</b>
E1 Committees and Tasking – Review (incl updates on Recreational Fisheries Roundtable, Salmon FMP outreach, Community Engagement Committee)	<i>Diana Evans</i>	
<b>TOTAL HOURS</b> (includes additional 2 hrs for SSC report and 2 hrs for Executive Session)		<b>52</b>

\* **Time certain** NOTE: The above agenda items may not be taken in the order in which they appear and are subject to change as necessary. All meetings are open to the public (with the exception of Executive Sessions).  
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