Regular Meeting Tuesday, July 23, 2024 6:00 p.m.



Unalaska City Hall Council Chambers 43 Raven Way

Council Members
Anthony Longo
Alejandro R. Tungul
Shari Coleman

Council Members

Thomas D. Bell Darin Nicholson Daneen Looby

To Provide a Sustainable Quality of Life Through Excellent Stewardship of Government

UNALASKA CITY COUNCIL

P. O. Box 610 • Unalaska, Alaska 99685 Tel (907) 581-1251 • Fax (907) 581-1417 • <u>www.ci.unalaska.ak.us</u>

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

COUNCIL MEETING ATTENDANCE

The community is encouraged to attend meetings of the City Council:

- In person at City Hall
- Online via ZOOM (link, meeting ID & password below)
- By telephone (toll and toll free numbers, meeting ID & password below)
- Listen on KUCB TV Channel 8 or Radio Station 89.7

PUBLIC COMMENT

The Mayor and City Council value and encourage community input at meetings of the City Council. There is a time limit of 3 minutes per person, per topic. Options for public comment:

- In person
- By telephone or ZOOM notify the City Clerk if you'd like to provide comment using ZOOM features (chat message or raise your hand); or *9 by telephone to raise your hand; or you may notify the City Clerk during regular business hours in advance of the meeting
- Written comment is accepted up to one hour before the meeting begins by email, regular mail, fax or hand delivery to the City Clerk, and will be read during the meeting; include your name

ZOOM MEETING LINK: https://us02web.zoom.us/j/83246795029

Meeting ID: 832 4679 5029 / Passcode: 630155

TELEPHONE: Meeting ID: 832 4679 5029 / **Passcode:** 630155

Toll Free numbers: (833) 548-0276; or (833) 548-0282; or (877) 853-5247; or (888) 788-0099

Non Toll-Free numbers: (253) 215-8782; or (346) 248-7799; or (669) 900-9128

AGENDA

- 1. Call to order
- 2. Roll call
- 3. Pledge of Allegiance
- 4. Recognition of Visitors
- 5. Mayor's Proclamation Department of Fire and Emergency Medical Services
- 6. Adoption of Agenda
- 7. Approve Minutes of Previous Meeting June 25, 2024 and July 2, 2024 Special Meeting

8. Reports

- a. Draft June Financials
- b. City Manager
- c. Board and Commission Minutes (no presentation)
 - i. Historic Preservation Commission January 18, 2024 Meeting Minutes
- 9. **Community Input & Announcements** *Members of the public may provide information to council or make announcements of interest to the community. Three-minute time limit per person.*
- 10. **Public Comment on Agenda Items** *Time for members of the public to provide information to Council regarding items on the agenda. Alternatively, members of the public may speak when the issue comes up on the regular agenda by signing up with the City Clerk. Three-minute time limit per person.*
- 11. **Work Session** *Work sessions are for planning purposes, or studying and discussing issues before the Council.*
 - a. <u>Discuss changes to School Budget with Kim Hanisch, Unalaska City School District</u> Superintendent
- 12. **Regular Agenda** *Persons wishing to speak on regular agenda items must sign up with the City Clerk. Three-minute time limit per person.*
 - a. Resolution 2024-33: Authorizing the City Manager to enter into a Memorandum of Agreement with the State of Alaska Department of Transportation and Public Facilities, committing the City to funding, management, ownership, operations and maintenance responsibilities for the Captains Bay Road Paving Project
 - b. Resolution 2024-34: Authorizing the City Manager to enter into an agreement with Regan Engineering, P.C. for the Construction Engineering and Inspection Services for the Captains Bay Road Waterline Project
- 13. Council Directives to City Manager
- 14. **Community Input & Announcements** *Members of the public may provide information to council or make announcements of interest to the community. Three-minute time limit per person.*
- 15. Adjournment

CITY OF UNALASKA UNALASKA, ALASKA

PROCLAMATION

PROCLAMATION RECOGNIZING THE OUTSTANDING SERVICE OF THE CITY OF UNALASKA, DEPARTMENT OF FIRE AND EMERGENCY MEDICAL SERVICES

WHEREAS, the brave men and women of the City of Unalaska Department of Fire and Emergency Medical Services consistently demonstrate unwavering dedication to the safety and well-being of our community; and

WHEREAS, as a service to the community, the Fire Department crew lends their services to build and wire the community's Independence Day Fireworks Display;

WHEREAS, on the late night of July 3, 2024, just before the fireworks show was to begin, a fire erupted at the Eagle's View Elementary School, requiring the immediate response of our fire department; and

WHEREAS, the very firefighters who had spent countless hours to build and wire the fireworks display answered the call to action at the school without hesitation, prioritizing the safety of our residents, while missing the display they worked so hard to build; and

WHEREAS, even after a night of service that stretched into the early morning hours of July 4, these dedicated firefighters showed up to wash fire trucks in preparation for the community parade and wowed the crowd during the parade; then participated in the Unalaska Senior Center's 4th of July Event at Tutiakoff Park; and then diligently returned to clean up after the fireworks show, showcasing their unwavering commitment to our community.

NOW, THEREFORE, I, Vincent M. Tutiakoff, Sr., Mayor of the City of Unalaska, do hereby proclaim July 23, 2024, as a day to recognize and honor the outstanding service of the City of Unalaska Fire Department.

We extend our deepest gratitude to both the paid staff and volunteers of the Fire Department for their selfless dedication, bravery and tireless commitment to the safety of our community. Their actions on July 3 and 4 embody the true spirit of public service and inspire us all.

SO PROCLAIMED this 23rd day of July 2024.

ATTEST:	Vincent M. Tutiakoff, Sr. Mayor	
Estivarion D. Magdaang		
Estkarlen P. Magdaong City Clerk		

Regular Meeting Tuesday, June 25, 2024 6:00 p.m.

Council Members Thomas D. Bell Darin Nicholson Daneen Looby



Unalaska City Hall Council Chambers 43 Raven Way

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

MINUTES

1. **Call to order.** Mayor Tutiakoff called the regular meeting of the Unalaska City Council to order on Tuesday, June 25, 2024, at 6:00 p.m.

Vice Mayor Tungul read the City's Mission Statement: *To provide a sustainable quality of life through excellent stewardship of government.*

- 2. **Roll call.** City Clerk called the roll. The Mayor and all Council Members, with the exception of Bell, were present. Mayor announced quorum established.
- 3. Pledge of Allegiance. The Mayor led the Pledge of Allegiance.
- 4. Recognition of Visitors. No particular recognition made.
- Adoption of Agenda. Looby moved to adopt the agenda, with second by Nicholson. Motion adopted by consensus.
- 6. **Approve Minutes of Previous Meeting.** Tungul moved to approve the proposed minutes of the meeting held June 11, 2024 and June 17, 2024 Special Meeting as presented, with second by Looby. Hearing no objection, motion passed by consensus.
- 7. Reports.
 - a. May Financial Reports were included in the packet. Acting City Manager provided a brief introduction. Finance Director Patricia Soule presented the May Financials and answered Council question.
 - b. City Manager's Report was also included in the packet and Acting City Manager added some additional information that happened recently were not included on the written report.
- 8. Community Input & Announcements were provided as follows:
 - a. Acting PCR Director Jolene Longo announced that the community survey for the Parks and Recreation Master Plan is ongoing. Survey participants will be entered in a \$500 gift card raffle upon completion of survey.
 - b. City Clerk announced that the Unalaska Interagency Cooperative will not be meeting in June. The next UIC meeting will be on July 25 at 12 noon; USAFV will have Pride celebration on Friday, June 28 from 5:00 p.m. until 7:00 p.m.; There will be a celebration of life for Matt Lightner tentatively scheduled for early August.
 - c. Natural Resource Consultant Frank Kelty provided fisheries update and information about Disaster Relief Plan.

- d. There will be fireworks at 12:59 p.m. on July 3rd, and annual 4th of July Parade will happen on downtown starting at 12 noon. Unalaska Senior Citizens will host a program after the parade at Tutiakoff Field.
- 9. Public Comment on Agenda Items. None
- 10. **Public Hearing**. The Mayor opened the public hearing on <u>Ordinance 2024-09:</u> Amending the Fee Schedule specifying the fees and charges for services, labor and equipment provided by the City effective July 1, 2024

There being no testimony, the Mayor closed the public hearing.

The Mayor opened the public hearing on <u>Ordinance 2024-10:</u> Creating Budget Amendment No. 8 to the Fiscal Year 2024 Budget, appropriating \$1,192,406 from the 1% Sales Tax Fund for an increase to the Captains Bay Road Waterline Extension Project (WA22D)

There being no testimony, the Mayor closed the public hearing.

11. Regular Agenda

a. <u>Ordinance 2024-09 Second Reading:</u> Amending the Fee Schedule specifying the fees and charges for services, labor and equipment provided by the City effective July 1, 2024

Nicholson moved to adopt Ordinance 2024-09, with a second by Tungul.

Acting City Manager provided an overview followed by Council discussion.

Roll call vote: all Council members present voted in the affirmative, unanimously adopting Ordinance 2024-09.

b. Ordinance 2024-10 Second Reading: Creating Budget Amendment No. 8 to the Fiscal Year 2024 Budget, appropriating \$1,192,406 from the 1% Sales Tax Fund for an increase to the Captains Bay Road Waterline Extension Project (WA22D)

Longo moved to adopt Ordinance 2024-10, with a second by Nicholson.

Acting City Manager provided a brief introduction followed by Council discussion.

Roll call vote: all Council members present voted in the affirmative, unanimously adopting Ordinance 2024-10.

c. <u>Resolution 2024-25:</u> Authorizing the City Manager to extend the term of the Professional Services Agreement with Robertson, Monagle & Eastaugh LLC for an additional term

Nicholson moved to adopt Resolution 2024-25, with a second by Looby.

Acting City Manager provided an overview. There were no questions from the Council.

Roll call vote: all Council members present voted in the affirmative, unanimously adopting Resolution 2024-25.

d. <u>Resolution 2024-26:</u> Authorizing the City Manager to extend the term of the Professional Services Agreement with Blumer & Associates for an additional term

Coleman moved to adopt Resolution 2024-26, with a second by Tungul.

Acting City Manager provided an overview. There were no questions from the Council.

Roll call vote: all Council members present voted in the affirmative, unanimously adopting Resolution 2024-26.

e. <u>Resolution 2024-27:</u> Authorizing the City Manager to enter into a Professional Services Agreement with Kelty & Associates for fisheries and marine related natural resources consulting services

Tungul moved to adopt Resolution 2024-27, with a second by Longo.

Acting City Manager provided an overview. There were no questions from the Council.

Roll call vote: all Council members present voted in the affirmative, unanimously adopting Resolution 2024-27.

f. Resolution 2024-28: Authorizing the write-off of various accounts receivable

Coleman moved to adopt Resolution 2024-28, with a second by Longo.

Acting City Manager provided an overview. There were no questions from the Council.

Roll call vote: all Council members present voted in the affirmative, unanimously adopting Resolution 2024-28.

g. Resolution 2024-29: Approving a 10-year lease from the Ounalashka Corporation for the Unalaska Fishermen's Memorial.

Nicholson moved to adopt Resolution 2024-29, with a second by Tungul.

Acting City Manager provided an overview followed by questions from the Council. Marie and Karel Machalek answered Council question and provided some information.

Roll call vote: all Council members present voted in the affirmative, unanimously adopting Resolution 2024-29.

h. <u>Travel Approval:</u> AML Summer Legislative Conference – Kodiak, AK (August 13th ACoM meeting; August 14th-15th AML Legislative Conference)

Coleman made a motion to approve travel for the Mayor to attend AML Summer Legislative Conference in Kodiak, Alaska, with a second by Nicholson.

Roll call vote: all Council members present voted in the affirmative. Motion passed.

12. Community Input & Announcements were provided as follows:

- a. Fire Chief Ben Knowles announced that Ounalashka Corporation and the Qawalangin Tribe has been working with Aleut Remediation LLC to do some clean-up at Pyramid Valley. Fire Chief mentioned that this company will have some large burn piles and that Fire department is aware of their activities. Should the public have any questions or concerns, they may contact the department at (907) 581-5330.
- b. Kim Hanisch on behalf of Unalaska City School District, expressed her appreciation for Scott Brown and entire staff for all of their help with the school district during their tough times and the help with training their maintenance person.

13. Council Directives to City Manager.

a. Looby made a motion to direct the City Manager to bring forward to Council a review of the City's animal control ordinances and possible changes to address concerns of public comment on 5/28/24 by Suzi Golodoff, with a second by Tungul.

Council discussion.

Roll call vote: all Council members present voted in the affirmative. Motion passed.

b. Looby made a motion to direct the City Manager to bring forward to Council a review of the senior sales tax refund language and possible changes to address concerns of public comment on June 11, 2024 by Peggy McLaughlin, with a second by Nicholson.

Council discussion.

Roll call vote: all Council members present voted in the affirmative. Motion passed.

c. Looby made motion to direct the City Manager to bring forward to Council a review of the Community Support Grant program and funding sources for possible changes to address large requests and to also clarify language of the community support grant funding sources, with a second by Longo.

Council discussion.

Roll call vote: all Council members present voted in the affirmative. Motion passed.

d. Looby made a motion to direct City Manager to provide Council with a flow chart that shows each department, with the positions in those departments and the names of the staff filling those positions.

Council discussion.

Roll call vote: all Council members present voted in the affirmative. Motion passed.

14. **Executive Session.** Looby moved to adjourn into Executive Session to discuss personnel and financial matters related to the PSEA Contract Negotiations, which if discussed in public might negatively impact the interests of the City. Present in the Executive Session will be the Mayor and the City Council, City Manager William Homka who is attending remotely, Acting City Manager Marjie Veeder, HR Manager Amy Stanford, Fire Chief Ben Knowles, Police Chief Kim Hankins and City Attorney John Fechter; with a second by Longo.

Roll call vote: all Council members present voted in the affirmative.

Council adjourned to Executive Session at 7:02 p.m.

Tungul moved to return to regular session, with a second by Nicholson.

Council back to Regular Session at 8:38 p.m.

Mayor announced that no formal action was taken in Executive Session.

15. **Adjournment.** Having completed all items on the agenda, the Mayor adjourned the meeting at 8:38 p.m.

These minutes were approved by the Unalaska City Council on July 23, 2024.

Estkarlen P.	Magdaong
City Clerk	

Special Meeting Tuesday, July 2, 2024 6:00 p.m.

Council Members Thomas D. Bell Darin Nicholson Daneen Looby



Unalaska City Hall Council Chambers 43 Raven Way

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

MINUTES

1. **Call to order.** The Mayor called the special meeting of the Unalaska City Council to order on Tuesday, July 2, 2024, at 6:00 p.m.

Council member Looby read the City's Mission Statement: *To provide a sustainable quality of life through excellent stewardship of government.*

- 2. **Roll call.** The City Clerk called the roll. The Mayor and all Council members except Bell were present. Council member Bell was excused. Mayor announced quorum established.
- 3. Pledge of Allegiance. Mayor led the Pledge of Allegiance.
- 4. **Recognition of Visitors.** Mayor welcomed Jeff Glaser with GCI.
- 5. **Adoption of Agenda.** Nicholson moved to adopt the agenda, with a second by Looby. Motion passed by consensus.
- 6. Community Input & Announcements were made as follows:
 - a. Acting PCR Director Karen Kresh announced various programs and events for Parks, Culture and Recreation and Unalaska Public Library.
 - b. Council member Looby announced that the Unalaska Senior Center will be sponsoring a community event after the 4th of July parade.
 - c. City Clerk, on behalf of Unalaska Visitors Bureau, announced an upcoming event and schedule of ferries.
- 7. Public Comment on Agenda Items. None
- 8. Regular Agenda
 - a. <u>Resolution 2024-30:</u> In support of a Harbor Facility Grant Application to the State
 of Alaska, Department of Transportation and Public Facilities in the amount of
 \$5,000,000 for the Robert Storrs Harbor A & B Float Replacement Project

Tungul made a motion to adopt Resolution 2024-30; with second by Nicholson.

Acting City Manager provided a brief overview of the resolution followed by Council discussion.

Port Director Peggy McLaughlin answered Council questions.

Roll call vote: All Council members present voted in the affirmative.

Motion passed unanimously.

b. <u>Resolution 2024-31:</u> Authorizing the City Manager to enter into an agreement with Aleutian General, LLC to construct the Captains Bay Road Waterline Extension Project in the amount of \$5,508,439

Nicholson moved to adopt Resolution 2024-31; with second by Longo.

Acting City Manager provided a brief overview of the resolution followed by Council discussion.

Roll call vote: All Council members present voted in the affirmative.

Motion passed unanimously.

 Resolution 2024-32: Authorizing the City Manager to enter into a five-year Master Services Agreement with GCI Communication Corp. for dedicated internet services

Looby moved to adopt Resolution 2024-32; with a second by Tungul.

Acting City Manager provided a brief overview of the resolution.

There was no Council discussion nor written comments submitted.

Roll call vote: All Council members present voted in the affirmative.

Motion passed unanimously.

- 9. Council Directives to City Manager. None.
- 10. Community Input & Announcements. Mayor provided an update to Council and the public about his meeting with Senator Murkowski, Senator Sullivan and Congresswoman Peltola in King Salmon along with National Oceanic and Atmospheric Administration and Department of Commerce representatives regarding fisheries. The Mayor will submit a written travel report.
- 11. **Adjournment.** Having completed all items on the agenda, the Mayor adjourned the meeting at 6:29 p.m.

These minutes were approved by the Unalaska City Council on July 23, 2024.	
Estkarlen P. Magdaong City Clerk	

Page 1 of 1

Data Date: 7/16/2024

1 0 7						
	FY2024 Budget	June	FY2024 YTD	% OF BUD	FY2023 YTD	INC/(DEC) Last Year
REVENUES						
Raw Seafood Tax	4,000,000	129,320	4,822,931	121%	4,967,773	(144,843)
AK Fisheries Business	3,470,000	-	3,996,216	115%	4,689,418	(693,202)
AK Fisheries Resource Landing	5,600,000	-	7,047,346	126%	4,963,063	2,084,283
Property Taxes	8,809,809	18,115	8,805,328	100%	7,360,466	1,444,862
Sales Tax	9,781,800	31,313	9,917,925	101%		(353,179)
Investment Earnings	1,000,000	926,067	8,799,441	880%	3,032,076	5,767,366
Other Revenues	2,510,899	65,421	2,736,495	109%	4,184,812	(1,448,317)
Total General Fund Revenues	35,172,508	1,170,236	46,125,682	131%	39,468,713	6,656,969
EXPENDITURES						
Mayor & Council	624,255	16,006	511,569	82%	359,748	151,822
City Administration	2,476,499	187,471	2,142,455	87%	2,102,660	39,796
City Clerk	666,946	69,857	522,000	78%	595,785	(73,786)
Finance	2,413,193	173,849	2,029,247	84%	1,941,978	87,269
Planning	822,936	71,880	525,861	64%	414,391	111,470
Public Safety Admin	0	716	716	0%	935,752	(935,036)
Public Safety	6,140,669	440,780	4,702,322	77%	3,696,233	1,006,089
Fire, EMS	1,775,967	166,735	1,523,055	86%	1,460,339	62,716
Public Works	6,515,110	556,406	5,650,422	87%	5,968,497	(318,075)
Parks, Culture & Recreation	4,092,536	402,559	3,914,485	96%	3,631,857	282,628
Community Grants	1,166,000	86,750	1,166,000	100%	1,134,636	31,364
School Support	5,495,242	457,934	5,495,242	100%	5,004,910	490,332
Total Operating Expenditures	32,189,352	2,630,942	28,183,375	88%	27,246,787	936,588
Net Operating Surplus	2,983,155	(1,460,705)	17,942,307		12,221,926	5,720,381
Capital Outlay and Transfers						
Capital Outlay	1,368,967	11,725	82,273	6%	460,404	(378,131)
Transfers To Capital Projects	1,817,955	_	141,922	8%	3,229,807	(3,087,884)
Transfers To Enterprise Funds	300,000	_	300,000	100%	-	300,000
Transfers To Enterprise Capital	252,224	-	252,224	100%	3,494,500	(3,242,276)
Total Capital Outlay and Transfers	3,739,146	11,725	776,420	21%	7,184,711	(6,408,291)
Net Surplus (Deficit)	(755,991)	(1,472,430)	17,165,887		5,037,215	12,128,672
Appropriated Fund Balance	724,341	-	-		-	-
	\$ (31,650) \$	(1,472,430) \$	17,165,887	-	\$ 5,037,215	\$ 12,128,672
	7			=		

1% Sales Tax Special Revenue Fund REVENUE		FY2024 Budget	,	June		Y2024 YTD	% OF BUD	_	FY2023 YTD	INC/(DEC) Last Year
Sales Tax	\$	4,890,000	\$	15,657	\$ 4	1,958,963	101%	\$!	5,135,551	(\$ 176,588)
TRANSFERS										,
Govt Capital Projects		3,161,147		0		3,154,344	100%		0	3,154,344
Enterprise Capital		5,892,406		192,406		5,892,406	100%		3,860,000	2,032,406
Total Transfers		9,053,553	1	192,406	ć	9,046,750	100%	`	3,860,000	5,186,750
1% Sales Tax Special Revenue Fund	\$ (4,163,553)	\$(1	176,749)	\$(4	1,087,787)		b '	1,275,551	\$(5,363,338)
Bed Tax Special Revenue Fund	_	FY2024 Budget		June	, i	Y2024 YTD	% OF BUD		FY2023 YTD	INC/(DEC) Last Year
REVENUE	ф	475 000	Φ.	7.000	ф	162 200	93%	\$	190,265	(† 07.057)
Bed Tax EXPENSES	\$	175,000	\$	7,869	\$	163,209	93%	Ψ	.00,200	(\$ 27,057)
Unalaska CVB		210,000		17,500		210,000	100%		210,000	_
					_			_	. (10.705)	
Bed Tax Special Revenue Fund	<u>\$</u>	(35,000)	<u>\$</u>	(9,631)	<u>\$</u>	(46,791)		=	(19,735)	\$ (27,057)
		FY2024				Y2024	% OF		FY2023	INC/(DEC)
E911 Enhancement Special Revenue Fund REVENUE		Budget		June		YTD	BUD	_	YTD	Last Year
E911 Enhancement Tax	\$	75,000	\$	5,928	\$	79,672	106%	\$	86,166	(\$ 6,494)
	\$	75,000	\$	5,928	\$	79,672	106%	\$		(\$ 6,494)
E911 Enhancement Tax	\$	75,000 75,000	\$	5,928 175	\$	79,672 4,618	106% 6%	\$	86,166 775	(\$ 6,494)
E911 Enhancement Tax EXPENSES	\$		\$		\$	·		_		3,843
E911 Enhancement Tax EXPENSES Public Safety Admin		75,000		175		4,618		_	775	3,843
E911 Enhancement Tax EXPENSES Public Safety Admin		75,000		175		4,618		_	775	3,843
E911 Enhancement Tax EXPENSES Public Safety Admin	\$	75,000 0	\$	175 5,753	\$	4,618 75,054 FY2024	6% % OF	_	775 \$ 85,391 FY2023	3,843 \$ (10,338) INC/(DEC)
E911 Enhancement Tax EXPENSES Public Safety Admin E911 Enhancement Special Revenue Fund Tobacco Tax Special Revenue Fund	\$	75,000	\$	175	\$	4,618 75,054	6%	_	775 \$ 85,391	3,843
E911 Enhancement Tax EXPENSES Public Safety Admin E911 Enhancement Special Revenue Fund Tobacco Tax Special Revenue Fund REVENUE	\$	75,000 0 FY2024 Budget	\$	175 5,753 June	<u>\$</u>	4,618 75,054 FY2024 YTD	6% % OF BUD		775 \$ 85,391 FY2023 YTD	3,843 \$ (10,338) INC/(DEC) Last Year
E911 Enhancement Tax EXPENSES Public Safety Admin E911 Enhancement Special Revenue Fund Tobacco Tax Special Revenue Fund REVENUE Tobacco Tax	\$	75,000 0	\$	175 5,753	\$	4,618 75,054 FY2024	6% % OF	_	775 \$ 85,391 FY2023	3,843 \$ (10,338) INC/(DEC)
E911 Enhancement Tax EXPENSES Public Safety Admin E911 Enhancement Special Revenue Fund Tobacco Tax Special Revenue Fund REVENUE	\$	75,000 0 FY2024 Budget	\$	175 5,753 June	<u>\$</u>	4,618 75,054 FY2024 YTD	6% % OF BUD		775 \$ 85,391 FY2023 YTD	3,843 \$ (10,338) INC/(DEC) Last Year
E911 Enhancement Tax EXPENSES Public Safety Admin E911 Enhancement Special Revenue Fund Tobacco Tax Special Revenue Fund REVENUE Tobacco Tax EXPENSES	\$	75,000 0 FY2024 Budget 750,000	\$	175 5,753 June 98,350	<u>\$</u>	4,618 75,054 FY2024 YTD 513,390 156,414	6% % OF BUD 68%	\$	775 \$ 85,391 FY2023 YTD 659,212 88,000	3,843 \$ (10,338) INC/(DEC) Last Year (\$ 145,822)

	FY2024 Budget	June	FY2024 YTD	% OF BUD	FY2023 YTD	INC/(DEC) Last Year
Electric Proprietary Fund					•	
REVENUES	18,325,453	1,066,450	18,666,004	102%	19,427,622	(761,618)
EXPENSES - Cash Basis						
Electric Line Repair & Maint	1,771,907	152,948	1,407,310	79%	962,902	444,408
Electric Production	13,818,461	1,851,903	12,623,071		12,167,297	455,774
Facilities Maintenance	136,661	8,543	67,856	50%	88,821	(20,964)
Utility Administration	2,425,485	105,444	2,164,932	89%	2,195,191	(30,259)
Veh & Equip Maintenance	67,352	3,777	34,842	52%	33,662	1,180
Total operating expenses - cash basis	18,219,866	2,122,614	16,298,011	89%	15,447,873	850,137
Net Profit (loss) from operations - cash basis	105,587	(1,056,164)	2,367,993		3,979,748	(1,611,755)
Depreciation	2,877,546	254,744	3,145,318	109%	3,676,288	(530,970)
Net Profit (loss) from operations - accrual basis	(2,771,959)	(1,310,908)	(777,325)		303,460	(1,080,785)
TRANSFERS and CAPITAL OUTLAY						
Transfers Out	1,295,000		1,187,981	92%	1,135,266	52,715
Total Transfers and Capital Outlay	1,295,000		1,187,981	92%	1,135,266	52,715
Net earnings (loss)	(4,066,959)	(1,310,908)	(1,965,307)		(831,806)	(1,133,501)
Water Proprietary Fund						
REVENUES	2,269,201	222,802	2,505,394	110%	2,331,689	173,705
EXPENSES - Cash Basis	2,200,201	222,002	2,000,001	11070	2,001,000	170,700
Facilities Maintenance	69,997	3,072	29,747	42%	61,885	(32,138)
Utility Administration	812,641	50,839	706,568	87%	687,788	18,780
Veh & Equip Maintenance	41,160	4,462	27,100	66%	24,076	3,024
Water Operations	1,590,543	101,764	1,103,407	69%	1,127,774	(24,367)
Total operating expenses - cash basis	2,514,341	160,137	1,866,822	74%	1,901,523	(34,702)
Net Profit (loss) from operations - cash basis	(245,140)	62,665	638,572		430,166	208,406
Depreciation	1,011,634	78,565	1,022,344	101%	1,037,273	(14,930)
Net Profit (loss) from operations - accrual basis	(1,256,774)	(15,900)	(383,772)		(607,108)	223,336
TRANSFERS and CAPITAL OUTLAY						
Transfers Out	521,300	_	482,217	93%	1,434,754	(952,537)
Total Transfers and Capital Outlay	521,300		482,217	93%	1,434,754	(952,537)
iotai Transicis and Capital Outlay	JZ 1,300		402,217	3370	1,404,104	(832,337)
	(1,778,074)	(15,900)	(865,989)		(2,041,862)	1,175,873

	FY2024 Budget	June	FY2024 YTD	% OF BUD	FY2023 YTD	INC/(DEC) Last Year
Wastewater Proprietary Fund					-	
REVENUES	2,771,359	212,652	2,848,673	103%	2,753,418	95,255
EXPENSES - Cash Basis						
Facilities Maintenance	70,935	3,104	44,152	62%	60,963	(16,811)
Utility Administration	743,164	46,655	651,285	88%	616,680	34,604
Veh & Equip Maintenance	32,434	2,285	11,172	34%	23,509	(12,337)
Wastewater Operations	2,078,765	200,242	1,831,365	88%	1,739,677	91,688
Total operating expenses - cash basis	2,925,298	252,287	2,537,974	87%	2,440,830	97,144
Net Profit (loss) from operations - cash basis	(153,939)	(39,635)	310,699		312,588	(1,889)
Depreciation	1,244,222	101,103	1,243,943	100%	1,269,708	(25,765)
Net Profit (loss) from operations - accrual basis	(1,398,161)	(140,738)	(933,244)		(957,120)	23,876
TRANSFERS and CAPITAL OUTLAY						
Transfers Out	102,000		50,000	49%	28,272	21,728
Total Transfers and Capital Outlay	102,000	<u> </u>	50,000	49%	28,272	21,728
	(1,500,161)	(140,738)	(983,244)		(985,392)	2,148
Solid Waste Proprietary Fund						
REVENUES	2,994,040	318,185	3,372,115	113%	3,214,762	157,353
EXPENSES - Cash Basis	, ,		, ,		-, , -	, , , , , ,
Facilities Maintenance	130,118	5,157	84,073	65%	83,450	624
Solid Waste Operations	2,061,030	139,000	1,435,219	70%	1,485,731	(50,512)
Utility Administration	846,929	60,659	770,480	91%	750,201	20,279
Veh & Equip Maintenance	155,877	5,181	60,546	39%	85,861	(25,316)
Total operating expenses - cash basis	3,193,954	209,998	2,350,318	74%	2,405,243	(54,925)
Net Profit (loss) from operations - cash basis	(199,914)	108,187	1,021,796		809,519	212,278
Depreciation	884,204	73,775	886,792	100%	886,364	428
Net Profit (loss) from operations - accrual basis	(1,084,118)	34,412	135,004		(76,845)	211,849
TRANSFERS and CAPITAL OUTLAY						
Capital Outlay	135,000	-	-	-%	-	0
Transfers Out				-%	400,000	(400,000)
Total Transfers and Capital Outlay	135,000			0%	400,000	(400,000)
Net earnings (loss)	(1,219,118)	34,412	135,004		(476,845)	611,849

	FY2024 Budget	June	FY2024 YTD	% OF BUD	FY2023 YTD	INC/(DEC) Last Year
Ports & Harbors Proprietary Fund					-	
REVENUES	9,228,188	869,788	9,103,173	99%	8,702,733	400,440
EXPENSES - Cash Basis		·				
Bobby Storrs Small Boat Harbor	199,407	12,259	139,727	70%	131,943	7,784
CEM Small Boat Harbor	1,074,399	64,451	1,000,630	93%	1,017,097	(16,467)
Facilities Maintenance	56,832	1,937	34,235	60%	39,484	(5,250)
Harbor Office	2,912,238	222,827	2,736,397	94%	2,744,687	(8,290)
Ports Security	72,099	847	17,841	25%	9,357	8,484
Spit & Light Čargo Docks	729,506	45,160	698,901	96%	593,956	104,946
Unalaska Marine Center	1,256,000	92,155	1,097,599	87%	957,641	139,958
Veh & Equip Maintenance	66,667	2,773	53,509	80%	67,575	(14,066)
Total operating expenses - cash basis	6,367,148	442,408	5,778,839	91%	5,561,740	217,099
Net Profit (loss) from operations - cash basis	2,861,040	427,380	3,324,334		3,140,992	183,341
Depreciation	4,227,743	352,398	4,228,779	100%	4,279,705	(50,926)
Net Profit (loss) from operations - accrual basis	(1,366,703)	74,982	(904,445)		(1,138,713)	234,268
TRANSFERS and CAPITAL OUTLAY						
Transfers Out	480,160	-	435,118	91%	2,492,144	(2,057,026)
Total Transfers and Capital Outlay	480,160	-	435,118	91%	2,492,144	(2,057,026)
Net earnings (loss)	(1,846,863)	74,982	(1,339,563)		(3,630,856)	2,291,293
Airport Proprietary Fund						
REVENUES	549,516	42,108	510,408	93%	507,318	3,090
EXPENSES - Cash Basis		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	,		,- ,-	-,
Airport Admin/Operations	443,978	37,226	433,846	98%	418,852	14,995
Facilities Maintenance	182,967	12,371	121,385	66%	182,314	(60,929)
Total operating expenses - cash basis	626,944	49,598	555,231	89%	601,165	(45,934)
Total operating expenses - cash basis	020,944	49,396	333,231	0970	001,103	(45,954)
Net Profit (loss) from operations - cash basis	(77,428)	(7,489)	(44,823)		(93,847)	49,024
Depreciation	173,617	9,143	171,697	99%	274,005	(102,308)
Net Profit (loss) from operations - accrual basis	(251,045)	(16,632)	(216,520)		(367,852)	151,332
TRANSFERS and CAPITAL OUTLAY				0/	00.000	(00,000)
Transfers Out	<u>-</u> _			-%	22,280	(22,280)
Total Transfers and Capital Outlay				0%	22,280	(22,280)
Net earnings (loss)	(251,045)	(16,632)	(216,520)		(390,132)	173,612

	FY2024 Budget	June	FY2024 YTD	% OF BUD	FY2023 YTD	INC/(DEC) Last Year
Housing Proprietary Fund						
REVENUES	252,703	21,014	242,057	96%	231,918	10,139
EXPENSES - Cash Basis						
Facilities Maintenance	281,330	8,727	96,972	34%	178,395	(81,423)
Housing Admin & Operating	240,083	16,840	195,446	81%	183,501	11,945
Total operating expenses - cash basis	521,413	25,567	292,418	56%	361,896	(69,478)
Transfers In	300,000	-	300,000	100%	-	300,000
Net Profit (loss) from operations - cash basis	31,290	(4,553)	249,640		(129,978)	379,618
Depreciation	195,246	16,270	195,245	100%	195,245	0
Net Profit (loss) from operations - accrual basis	(163,956)	(20,823)	54,394		(325,224)	379,618
TRANSFERS and CAPITAL OUTLAY						
Net earnings (loss)	(163,956)	(20,823)	54,394		(325,224)	379,618

City of Unalaska Utility Revenue Report Summary

								06/30/24
FY24 Budget			Waste	Solid	Monthly	FY24	FY23YTD	YTD
Month	Electric	Water	Water	Waste	Revenue	Revenue	Revenue	Inc/(Dec)
Jul-23	1,653,645	326,049	242,852	338,846	2,561,392	2,561,392	2,998,361	(436,969)
Aug-23	1,892,079	333,305	280,112	339,283	2,844,780	5,406,172	6,402,956	(996,784)
Sep-23	2,271,079	148,188	266,706	306,350	2,992,323	8,398,495	8,611,988	(213,493)
Oct-23	1,723,621	81,303	162,931	249,215	2,217,069	10,615,564	10,769,381	(153,817)
Nov-23	1,447,568	115,974	162,909	205,342	1,931,793	12,547,358	12,731,203	(183,845)
Dec-23	1,311,584	119,110	199,610	138,859	1,769,163	14,316,520	14,551,934	(235,414)
Jan-24	1,185,253	191,438	280,805	261,213	1,918,709	16,235,230	16,405,028	(169,798)
Feb-24	1,440,143	316,852	308,958	354,882	2,420,835	18,656,064	18,928,766	(272,702)
Mar-24	1,739,498	288,514	197,821	327,478	2,553,311	21,209,375	21,722,683	(513,308)
Apr-24	1,605,828	256,549	331,158	297,352	2,490,886	23,700,261	23,974,363	(274,102)
May-24	1,329,255	105,311	202,158	235,110	1,871,835	25,572,096	25,769,957	(197,861)
Jun-24	1,066,450	222,802	212,652	318,185	1,820,089	27,392,185	27,601,810	(209,625)
YTD Totals	18,666,004	2,505,394	2,848,673	3,372,115	27,392,185			-
FY24 Budget	18,325,288	2,269,028	2,771,166	2,993,910	26,359,392			
% to budget	101.9	110.4	102.8	112.6	103.9			

City of Unalaska Electric Revenue Report Electric Fund

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FY24 Budget		Small	Large		P.C.E.	Other	Monthly	FY24 YTD	FY23 YTD	YTD
Month	Residential	General	General	Industrial	Assist	Revenues	Revenue	Revenue	Revenue	Inc/(Dec)
Jul-23	112,890	113,009	146,640	1,200,702	69,185	11,220	1,653,645	1,653,645	2,159,046	(505,401)
Aug-23	119,575	121,485	165,124	1,390,866	83,135	11,894	1,892,079	3,545,724	4,729,326	(1,183,602)
Sep-23	134,687	141,619	185,510	1,708,012	85,055	16,195	2,271,079	5,816,803	6,426,606	(609,803)
Oct-23	133,067	131,327	165,167	1,167,999	110,329	15,730	1,723,621	7,540,424	8,039,590	(499,166)
Nov-23	126,993	124,910	159,354	930,608	91,598	14,106	1,447,568	8,987,992	9,434,359	(446,367)
Dec-23	147,635	148,638	166,916	753,805	79,972	14,619	1,311,584	10,299,576	10,862,126	(562,550)
Jan-24	167,781	149,487	170,208	593,984	88,553	15,240	1,185,253	11,484,829	12,091,039	(606,210)
Feb-24	148,900	141,735	169,278	883,866	81,253	15,111	1,440,143	12,924,972	13,608,750	(683,778)
Mar-24	148,516	145,415	175,350	1,180,650	75,994	13,573	1,739,498	14,664,471	15,406,106	(741,635)
Apr-24	151,899	135,911	154,928	1,078,573	66,445	18,072	1,605,828	16,270,298	16,948,218	(677,920)
May-24	129,064	124,426	149,261	846,740	67,464	12,301	1,329,255	17,599,554	18,246,038	(646,484)
Jun-24	106,805	107,932	138,265	638,112	62,087	13,248	1,066,450	18,666,004	19,373,030	(707,026)
YTD Totals	1,627,812	1,585,894	1,946,001	12,373,918	961,069	171,310	18,666,004			•
FY24 Budget	1,620,000	1,402,000	1,959,500	12,481,150	741,250	121,388	18,325,288			

129.7

141.1

101.9

99.1

Kwh Sold

100.5

113.1

% of Budget

	Residential	SM. Gen					
FY 24		(Includes	Large		Total FY24	Total FY23	Increase
Month		Street lights)	General	Industrial	Kwh Sold	Kwh Sold	(Decrease)
July	285,608	277,952	374,030	2,976,825	3,914,415	4,103,770	(189,355)
August	290,146	286,099	412,057	3,365,910	4,354,212	4,712,048	(357,836)
September	284,167	285,789	385,264	3,465,040	4,420,260	3,182,656	1,237,604
October	346,608	319,124	405,259	2,802,040	3,873,031	3,327,984	545,047
November	320,646	293,501	387,202	2,244,215	3,245,564	2,861,454	384,110
December	350,465	347,710	395,096	1,776,875	2,870,146	2,939,379	(69,233)
January *	400,193	356,039	408,508	1,441,770	2,606,510	2,606,236	274
February	358,587	340,915	418,573	2,152,750	3,270,825	3,347,529	(76,704)
March	355,906	349,550	439,611	2,927,610	4,072,677	4,116,469	(43,792)
April	367,385	328,760	382,802	2,684,650	3,763,597	3,469,740	293,857
May	319,164	303,236	372,021	2,130,545	3,124,966	2,989,357	135,609
June	272,560	272,102	354,725	1,626,555	2,525,942	2,605,786	(79,844)
Total	3,951,435	3,760,777	4,735,148	29,594,785	42,042,145	40,262,408	1,779,737
Percent Sold	9.4%	8.9%	11.3%	70.4%	100.0%		-

99.3

Genera	tor Fuel
FY24	FY23
Average	Average
Price Fuel	Price Fuel
3.5251	5.2724
4.2266	4.0382
4.4511	4.1865
3.8108	4.2822
3.4920	4.4177
3.9324	3.5295
3.0901	3.3526
3.1038	3.7226
3.0931	3.6021
3.2610	3.4545
3.0526	3.3451
3.1557	3.3141
3.5162	3.8765
-0 20%	

-9.29%

% Change from Prior Year

Cumulative	Cumulative
kwh Sold	kwh Sold
3,914,415	4,103,770
8,268,627	8,815,818
12,688,887	11,998,474
16,561,918	15,326,458
19,807,482	18,187,912
22,677,628	21,127,291
25,284,138	23,733,527
28,554,963	27,081,056
32,627,640	31,197,525
36,391,237	34,667,265
39,516,203	37,656,622
42,042,145	40,262,408

FY23

FY24

City of Unalaska Water Revenue Report Water Fund

06/30/24

							00/00/21
FY24	Unmetered	Metered	Other	Monthly	FY24 YTD	FY23 YTD	YTD
Month	Sales	Sales	Revenues	Revenue	Revenue	Revenue	Inc/(Dec)
Jul-23	12,284	307,946	5,819	326,049	326,049	335,633	(9,584)
Aug-23	12,285	320,066	954	333,305	659,354	591,571	67,783
Sep-23	12,290	135,936	(38)	148,188	807,542	667,207	140,335
Oct-23	12,286	69,055	(39)	81,303	888,845	748,813	140,032
Nov-23	12,238	103,062	674	115,974	1,004,820	845,105	159,715
Dec-23	12,210	106,945	(46)	119,110	1,123,929	913,698	210,231
Jan-24	12,209	179,271	(42)	191,438	1,315,367	1,050,507	264,860
Feb-24	11,797	304,294	761	316,852	1,632,219	1,447,743	184,476
Mar-24	12,204	276,338	(29)	288,514	1,920,732	1,815,103	105,629
Apr-24	12,204	244,384	(39)	256,549	2,177,281	1,991,582	185,699
May-24	12,220	93,131	(41)	105,311	2,282,592	2,095,427	187,165
Jun-24	12,247	210,576	(21)	222,802	2,505,394	2,313,260	192,134
YTD Totals	146,474	2,351,005	7,914	2,505,394			
FY24 Budget	152,000	2,075,000	42,028	2,269,028			
% of Budget	96.4	113.3	18.8	110.4			

Million Gallons Produced

FY24	FY 24	FY 23	Increase
Month	Produced	Produced	(Decrease)
July	139.274	148.673	(9.399)
August	144.090	102.648	41.442
September	92.068	42.857	49.211
October	48.493	41.598	6.895
November	49.522	41.802	7.720
December	49.727	44.347	5.380
January	10.166	92.605	(82.439)
February	162.353	140.665	21.688
March	175.347	152.749	22.598
April	92.887	79.263	13.624
May	50.158	46.234	3.924
June	104.317	98.829	5.488
Total	1118.402	1032.270	86.132

FY24 Water	FY23 Water
Cumulative	Cumulative
139.274	148.673
283.364	251.321
375.432	294.178
423.925	335.776
473.447	377.578
523.174	421.925
533.340	514.530
695.693	655.195
871.040	807.944
963.927	887.207
1014.085	933.441
1118.402	1032.270

City of Unalaska Wastewater Revenue Report Wastewater Fund

06/30/24

								00/00/21
FY24 Budget	Unmetered	Metered	Metered	Other	Monthly	FY24 YTD	FY23 YTD	YTD
Month	Sales	Commercial	Industrial	Revenues	Revenue	Revenue	Revenue	Inc/(Dec)
Jul-23	45,167	160,638	32,810	4,237	242,852	242,852	227,269	15,583
Aug-23	45,171	181,790	41,109	12,042	280,112	522,964	475,799	47,165
Sep-23	45,190	189,170	26,206	6,141	266,706	789,671	688,031	101,640
Oct-23	45,176	122,212	(7,996)	3,539	162,931	952,601	894,378	58,223
Nov-23	44,998	108,444	3,444	6,023	162,909	1,115,510	1,139,713	(24,203)
Dec-23	44,893	144,809	6,915	2,992	199,610	1,315,120	1,303,597	11,523
Jan-24	44,889	213,065	16,258	6,593	280,805	1,595,925	1,536,092	59,833
Feb-24	43,375	212,156	43,929	9,498	308,958	1,904,883	1,827,136	77,747
Mar-24	44,870	99,058	45,434	8,458	197,821	2,102,704	2,106,374	(3,670)
Apr-24	44,870	251,034	23,829	11,425	331,158	2,433,862	2,338,494	95,368
May-24	44,930	142,514	4,745	9,970	202,158	2,636,020	2,523,447	112,573
Jun-24	45,030	143,545	23,955	122	212,652	2,848,673	2,725,766	122,907
YTD Totals	538,559	1,968,434	260,639	81,040	2,848,673	_		
FY24 Budget	515,000	2,025,000	128,000	103,166	2,771,166			
% of Budget	104.6	97.2	203.6	78.6	102.8			

FY24	FY24	FY23	Increase
Month	Eflfuent (Gal)	Effluent (Gal)	(Decrease)
July	10,648,000	10,309,000	339,000
August	10,591,000	12,316,000	(1,725,000)
September	9,520,000	9,074,000	446,000
October	9,626,000	9,656,000	(30,000)
November	9,820,000	11,502,000	(1,682,000)
December	8,419,000	19,882,000	(11,463,000)
January	13,738,000	13,468,000	270,000
February	13,322,000	13,121,000	201,000
March	16,187,000	16,047,000	140,000
April	11,391,000	9,458,000	1,933,000
May	8,908,000	8,438,000	470,000
June	9,961,000	8,803,000	1,158,000
Total	132,131,000	142,074,000	(9,943,000)

FY24	FY23
Cumulative	Cumulative
10,648,000	10,309,000
21,239,000	22,625,000
30,759,000	31,699,000
40,385,000	41,355,000
50,205,000	52,857,000
58,624,000	72,739,000
72,362,000	86,207,000
85,684,000	99,328,000
101,871,000	115,375,000
113,262,000	124,833,000
122,170,000	133,271,000
132,131,000	142,074,000

City of Unalaska Solid Waste Revenue Report Solid Waste Fund

06/30/24

FY24	Residential	Tipping	Other	Monthly	FY24 YTD	FY23 YTD	YTD
Month	Fees	Fees	Revenue	Revenue	Revenue	Revenue	Inc/(Dec)
Jul-23	37,764	226,387	74,695	338,846	338,846	276,413	62,433
Aug-23	37,735	200,953	100,596	339,283	678,129	606,261	71,868
Sep-23	37,692	190,093	78,566	306,350	984,479	830,144	154,335
Oct-23	37,688	137,076	74,451	249,215	1,233,694	1,086,600	147,094
Nov-23	37,651	101,826	65,865	205,342	1,439,036	1,312,026	127,010
Dec-23	37,649	74,735	26,475	138,859	1,577,895	1,472,514	105,381
Jan-24	37,641	144,362	79,210	261,213	1,839,109	1,727,390	111,719
Feb-24	36,225	200,079	118,578	354,882	2,193,990	2,045,137	148,853
Mar-24	37,557	203,226	86,695	327,478	2,521,468	2,395,101	126,367
Apr-24	37,504	183,508	76,340	297,352	2,818,820	2,696,070	122,750
May-24	37,475	145,995	51,640	235,110	3,053,930	2,905,046	148,884
Jun-24	37,525	191,814	88,846	318,185	3,372,115	3,189,754	182,361
YTD Totals	450,105	2,000,054	921,956	3,372,115			
FY24 Budget	405,000	1,895,000	693,910	2,993,910			
% of Budget	111.1	105.5	132.9	112.6			

FY24	FY24 Tons	FY23 Tons	Increase
Month	of Waste	of Waste	(Decrease)
July	762.36	564.59	197.77
August	594.89	747.78	(152.89)
September	593.35	474.02	119.33
October	459.70	488.77	(29.07)
November	375.19	389.88	(14.69)
December	176.00	257.23	(81.23)
January	470.49	550.78	(80.29)
February	628.96	699.57	(70.61)
March	641.33	708.29	(66.96)
April	553.39	669.80	(116.41)
May	444.86	367.35	77.51
June	501.00	552.53	(51.53)
Total	6201.52	6470.59	(269.07)

Cummulative				
FY24 Tons	FY23 Tons			
of Waste	of Waste			
762.36	564.59			
1357.25	1312.37			
1950.60	1786.39			
2410.30	2275.16			
2785.49	2665.04			
2961.49	2922.27			
3431.98	3473.05			
4060.94	4172.62			
4702.27	4880.91			
5255.66	5550.71			
5700.52	5918.06			
6201.52	6470.59			

CITY OF UNALASKA FY24 PORTS REVENUE

			UMC Do	ck		Spit Do	ck	Small Boat	Harbor	Cargo	Dock	CE	M						
		Docking/	Wharfage	Rental	Utility	Docking /	Utility	Docking /	Utility	Dockage /	Wharfage	Docking/	Utility	Other	Monthly	FY24 YTD	% of	FY23 YTD	YTD
Month	Year	Moorage	Fees	Fees	Fees	Moorage	Fees	Moorage	Fees	Moorage	Rental/Util	Moorage	Fees	Rev&Fees	Revenue	Revenue	Budget	Revenue	Inc(Dec)
Jul	2023	122,698	216,133	59,035	16,240	17,299	742	14,640	665	2,860	18,618	9,781	9,451	4,160	492,320	492,320	5.3%	753,920	(261,600)
Aug	2023	195,386	467,606	87,206	44,044	11,623	278	3,819	368	1,678	17,869	47,948	15,782	5,738	899,346	1,391,666	15.1%	1,851,305	(459,639)
Sept	2023	189,872	325,823	83,668	26,532	42,157	5,576	10,437	333	3,232	17,231	93,419	31,586	7,762	837,629	2,229,295	24.1%	2,522,682	(293,387)
Oct	2023	157,294	314,740	83,320	10,859	77,635	16,345	4,764	484	4,427	23,769	25,172	35,430	5,974	760,212	2,989,507	32.3%	3,232,928	(243,421)
Nov	2023	109,018	167,191	82,443	7,166	95,635	31,674	8,467	935	3,437	17,949	78,329	91,738	4,298	698,279	3,687,786	39.9%	3,773,366	(85,580)
Dec	2023	138,701	120,907	82,107	10,988	80,330	34,394	19,146	1,204	1,503	8,962	359,126	73,007	1,865	932,239	4,620,025	50.0%	4,591,076	28,949
Jan	2024	132,590	163,057	83,949	36,918	69,287	38,007	4,469	2,187	6,539	7,057	10,501	89,394	2,693	646,648	5,266,673	57.0%	5,045,417	221,256
Feb	2024	170,308	145,318	84,894	30,776	52,045	15,144	4,625	975	2,301	17,084	36,266	32,685	3,806	596,225	5,862,898	63.4%	5,599,329	263,569
Mar	2024	158,384	294,494	82,566	19,419	39,422	9,877	4,009	657	3,492	23,740	63,157	27,969	8,191	735,376	6,598,274	71.4%	6,453,038	145,236
Apr	2024	157,643	328,446	84,424	24,582	71,891	18,238	4,649	887	3,897	20,354	82,883	46,189	4,889	848,973	7,447,247	80.6%	7,147,890	299,357
May	2024	126,956	208,893	84,350	12,653	76,557	22,424	5,521	1,933	988	19,445	37,421	42,847	4,974	644,964	8,092,211	87.5%	7,713,116	379,095
Jun	2024	124,643	156,062	83,663	24,572	35,657	24,542	5,216	1,503	3,439	15,383	24,254	30,570	5,165	534,668	8,626,879	93.3%	8,205,459	421,420
Totals		1,783,489	2,908,669	981,625	264,749	669,539	217,241	89,762	12,130	37,793	207,461	868,259	526,648	59,515	8,626,879				
Loc tota	al		5,938,53	2		886,77	9	101,89	93	245,	254	1,394	,906						
Loc per	cent		68.89	%		10.3%	0	1.2%	, D	2.8	3%	16.2	2%						
FY24 B	udget	1,995,500	3,450,000	976,500	250,000	520,000	150,000	85,000	11,700	40,000	165,675	980,000	520,000	99,000	9,243,375				
% to Bu	ıdget	89.4%	84.3%	100.5%	105.9%	128.8%	144.8%	105.6%	103.7%	94.5%	125.2%	88.6%	101.3%	60.1%	93.3%				

PORTS RECEIVABLES

			Over	Over	Over	Total	% Past Due	Cash
Month	Year	Current	30 Days	60 Days	90 Days	Due	90 Days +	Received
Jul	2023	431,578	103,089	46,244	76,722	657,633	11.7%	523,583
Aug	2023	756,555	114,981	26,776	62,130	960,442	6.5%	961,583
Sept	2023	955,148	112,853	22,672	88,267	1,178,940	7.5%	619,251
Oct	2023	761,599	327,572	71,271	126,442	1,286,884	9.8%	652,268
Nov	2023	1,093,262	78,285	190,830	134,655	1,497,033	9.0%	488,129
Dec	2023	939,895	213,119	126,023	163,933	1,442,970	11.4%	986,303
Jan	2024	669,926	449,982	78,454	242,042	1,440,405	16.8%	649,213
Feb	2024	682,181	146,025	108,286	311,170	1,247,661	24.9%	788,969
Mar	2024	663,343	113,133	70,036	286,168	1,132,680	25.3%	850,357
Apr	2024	773,219	103,218	21,953	294,929	1,193,319	24.7%	788,335
May	2024	560,901	194,173	28,731	295,316	1,079,121	27.4%	770,521
Jun	2024	526,004	226,673	40,606	316,155	1,109,439	28.5%	828,936
					•	•		•
						YTD Cash R	Received	8,907,448

CITY OF UNALASKA FY24 AIRPORT REVENUE

		MONTHLY	MISC	LATE	MONTHLY	FY24 YTD	% OF	FY23 YTD	YTD
MONTH	YEAR	LEASES	INCOME	FEES	REVENUE	REVENUE	BUDGET	REVENUE	INC/(DEC)
JUL	2023	41,328	66	8	41,401	41,401	7.6%	39,582	1,819
AUG	2023	41,328	17	0	41,344	82,746	15.2%	79,694	3,052
SEP	2023	41,247	0	5	41,252	123,998	22.8%	119,528	4,470
OCT	2023	41,247	0	2	41,249	165,247	30.3%	159,385	5,862
NOV	2023	41,247	0	6	41,253	206,500	37.9%	201,761	4,739
DEC	2023	41,247	10,150	0	51,397	257,897	47.4%	246,826	11,071
JAN	2024	41,247	0	1	41,248	299,145	54.9%	291,865	7,280
FEB	2024	41,247	0	164	41,412	340,557	62.5%	333,211	7,346
MAR	2024	41,247	0	0	41,247	381,804	70.1%	379,104	2,700
APR	2024	44,400	0	21	44,421	426,225	78.3%	420,455	5,770
MAY	2024	42,071	0	4	42,075	468,300	86.0%	461,810	6,490
JUN	2024	42,071	0	37	42,108	510,408	93.7%	503,157	7,251
TOTAL		499,927	10,232	249	510,408		0.0%		
FY24 BUDG	GET	540,000	4,000	500	544,500				_
% TO BUDG	GET	92.6%	255.8%	49.7%	93.7%				

RECEIVABLE BALANCES

		CURRENT	OVER	OVER	OVER		TOTAL	% PAST DUE	CASH
MONTH	YEAR		30 DAYS	60 DAYS	90 DAYS		DUE	90 DAYS +	RECEIVED
JUL	2023	41,393	2,938	881	(29,204)		16,008	0.0%	42,371
AUG	2023	23,270	0	21,461	772		45,504	1.7%	16,515
SEP	2023	43,889	121	0	(28,602)		15,408	0.0%	69,703
ОСТ	2023	43,330	19,940	318	(29,204)		34,384	0.0%	28,543
NOV	2023	44,828	16,654	371	(28,883)		32,969	0.0%	44,317
DEC	2023	5,067	58,665	348	(28,756)		35,324	0.0%	53,122
JAN	2024	44,193	2,712	17,109	(29,114)		34,900	0.0%	48,394
FEB	2024	45,387	18,632	18,411	(28,654)		53,777	0.0%	26,676
MAR	2024	41,283	34,270	15,493	(11,201)		79,845	0.0%	17,927
APR	2024	47,268	15,788	0	(26,768)		36,287	0.0%	94,241
MAY	2024	43,872	20,663	298	(29,029)		35,804	0.0%	45,736
JUN	2024	42,683	4,025	4,145	(28,907)		21,945	0.0%	57,529
			_			_		YTD TOTAL	545,074

FY 24 HOUSING RENTAL REVENUE

		HOUSING	MISC.	MONTHLY	FY24 YTD	% OF	FY23 YTD	YTD
MONTH	YEAR	RENTALS	REVENUE	REVENUE	REVENUE	BUDGET	REVENUE	INC/(DEC)
JUL	2023	10,289	0	10,289	10,289	4.1%	28,048	(17,759)
AUG	2023	17,489	0	17,489	27,778	11.2%	47,331	(19,553)
SEP	2023	17,489	0	17,489	45,267	18.2%	65,970	(20,703)
OCT	2023	28,678	0	28,678	73,945	29.8%	77,409	(3,464)
NOV	2023	13,814	0	13,814	87,759	35.3%	96,048	(8,289)
DEC	2023	21,014	0	21,014	108,773	43.8%	113,972	(5,199)
JAN	2024	21,014	0	21,014	129,787	52.2%	134,236	(4,449)
FEB	2024	28,214	0	28,214	158,001	63.6%	151,725	6,276
MAR	2024	21,014	0	21,014	179,015	72.0%	169,214	9,801
APR	2024	21,014	0	21,014	200,029	80.5%	186,345	13,684
MAY	2024	21,014	0	21,014	221,043	89.0%	204,353	16,690
JUN	2024	21,014	0	21,014	242,057	97.4%	229,042	13,015
TOTAL		242,057	0	242,057				
FY24 Budget	·	248,500	0	248,500				
% TO BUDGE	ĒΤ	97.4%		97.4%				

CITY MANAGER'S REPORT

TO: Mayor Tutiakoff and City Council Members

FROM: Marjie Veeder, Acting City Manager and William Homka, City Manager

DATE: July 23, 2024

RESOURCE DEVELOPMENT COUNCIL OUTREACH VISIT: The RDC is a statewide, non-profit trade
association founded in 1975. Their membership is made up of individuals and companies from
Alaska's fishing, tourism, forestry, mining, and oil and gas industries and includes Alaska Native
corporations, local communities, organized labor, and industry support firms. RDC's purpose is to
encourage a strong, diversified private sector in Alaska and expand the state's economic base through
the responsible development of natural resources. Their website is: www.akrdc.org

The RDC Board of Directors is planning an outreach visit to Unalaska on August 7-9, 2024. Their planned agenda includes visits with Mayor & Council, OC, UVB, tours of the port, fishing vessels, museum, WWII Visitor Center and cathedral, among others. A community reception is planned at the Grand Aleutian on August 7.

- AEA RE-VEEP GRANT AWARD: The City of Unalaska was awarded a grant for an upgrade to LED lighting from the Renewable Energy-Village Energy Efficiency Program (RE-VEEP) through the Alaska Energy Authority. This was a second round application, so the amount of funding is not yet known, but \$200,000 was requested to replace a minimum of 400 fixtures and lights. Based on estimates from the Department of Energy, the payback on projects of this scale is less than 2 years. Combined with the earlier round award of approximately 160 fixtures, the City of Unalaska will be well on its way to replacing all lighting in city buildings. While the replacement is expensive, with the short payback periods, it is recommended that the City explore replacing the remainder of lights and fixtures not covered by the two grant awards.
- APIA REQUEST FOR LAND: The Aleutian Pribolof Islands Association has requested a plot of land next to City Hall, which is owned by the City, for the purpose of constructing a new primary care clinic. Staff is gathering information in order to properly analyze the request and make a recommendation to City Council.
- WELLS v. CITY OF UNALASKA: After a long delay, the City of Unalaska is being dismissed from the lawsuit brought by the pilots in relation to the PenAir accident in October 2019, in much the same way the City was dismissed from the related lawsuit.
- STATUS OF COUNCIL DIRECTIVES TO MANAGER AND AGENDA ITEM REQUESTS:
 - 1. <u>City Staff Flow Chart (6/25/2024)</u>: Provide Council with a flow chart that shows each department, with the positions in those departments and the names of staff filling those positions.
 - Status: Completed. The Deputy City Manager emailed organizational charts to the Mayor and Council on July 8, 2024.
 - 2. <u>Senior Citizen Sales Tax Refund (6/25/2024)</u>: Bring forward to Council a review of the senior citizen sales tax refund language and possible changes to address concerns of public comment on June 11, 2024 by Peggy McLaughlin.

- <u>Status</u>: City Attorney Sam Severin has thoroughly reviewed both Ms. McLaughlin's appeal
 and arguments; as well as the statute in general. This matter will be on the August 13
 Council agenda for discussion.
- 3. <u>Community Support Grant Program and Funding Sources (6/25/2024)</u>: Bring forward to Council a review of the community support grant program and funding sources for possible changes to address large requests and to also clarify language of the community support grant funding sources.
 - Status: On June 28, 2024, the Deputy City Manager emailed Mayor and Council with the plan to address this directive.
- 4. <u>Animal Control Ordinance (6/25/2024)</u>: Bring forward to Council a review of the city's animal control ordinances and possible changes to address concerns of public comment on 5/28/2024 by Suzi Golodoff.
 - Status: On July 1, 2024, the Deputy City Manager contacted the City Attorney to begin work on this directive.
- 5. <u>Budget Process (6/11/2024)</u>: Research and recommend improvements to the City of Unalaska operating budget process and presentation.
 - Status: No action as of yet.
- 6. Ordinance change to allow APV use on public roads in Unalaska (6/11/2024):
 - <u>Status</u>: The City Clerk assembled all prior documents presented to Council on this topic for review by the City Manager. No further action yet.
- 7. <u>Nuisance Abatement (2/27/2024)</u>: To move Option 2 as presented on 2/27/2024 memorandum to Council.
 - Status: The City Attorney prepared an agreement to reimburse the City for nuisance abatement of the two-story building on Blue Fox Alley, and Staff presented the agreement to the presumed heirs of the property, which remains in probate. This agreement is voluntary, and as discussed at the February 27 meeting, the City has no practical means to pursue a normal nuisance abatement process. The presumed owners appeared to be supportive of the agreement, but have not yet signed. The City has offered to waive landfill fees for both properties if they are demolished.
- 8. <u>Power Cooperative</u>: Seek consultation on the development of an electrical generation and transmission cooperative between the private and municipal power producers in Unalaska.
 - Status: City staff and Matt Scott of Optimera met independently with representatives of seafood processing companies on island who self-generate electricity for their facilities. The discussions included different topics surrounding a potential electric cooperative. A proposed mission statement and letter of interest began circulating on July 9, with the hope of scheduling a formal meeting at the end of July, at which time we hope to begin devising a path forward toward common goals.
- **RECRUITMENT OF CONTROLLER & DPU DIRECTOR:** Administration is working with consultant Baker Tilly to recruit both a Controller for the Finance Department and our next Director of Public Utilities.

• **STAFFING UPDATE:** The tables below summarize HR actions and position openings.

Semi-Monthly HR Statistics Date Range

Type of Action	Number Of	Internal	External
Hires	4	3	1
Pending Hires	2	1	1
Pending Offers	1	NA	NA
Resignations	0	NA	NA
Separations	3	NA	NA

Position Openings

Department	# Of Openings	Notes
DPS	6	Police Sergeant (3), Corrections Officer (1) Police Officer (2)
DPU	7	Director of Public Utilities, Water Operator (2), Util Lineman (2), Util Lineman Chief, Apprentice Lineman
PCR	3	Lifeguard
Fire	2	Firefighter
Finance	1	Controller
TOTAL	19	

City of Unalaska HISTORIC PRESERVATION COMMISSION

Regular Meeting Thursday, January 18, 2024 6:00 p.m. P.O. Box 610 • Unalaska, Alaska 99685 (907) 581-1251 www.ci.unalaska.ak.us Unalaska City Hall Council Chambers 43 Raven Way

Commission Members

lan Bagley Virginia Hatfield Travis Swangel, Chairman City Representative: Bill Homka, City Manager Secretary: Cameron Dean, Planning Director Commission Members
Caroline Williams
Rainier Marquez

MINUTES

1. Call to order. Swangel called the Regular Meeting of the Historic Preservation Commission to order at 6:00 p.m. on January 18, 2024 in the Unalaska City Hall Council Chambers.

2. Roll Call:

Present:

Absent:

Travis Swangel

Caroline Williams

Virginia Hatfield

Rainier Marquez

Ian Bagley

- 3. Revisions to Agenda: No revisions and agenda adopted
- 4. Appearance requests: None
- 5. Announcements: Museum reopened, winter hours, Thursdays thru Sundays, 12:00 to 4:00pm.
- 6. Minutes: Minutes for December 21, 2023 meeting were approved with no objections.
- 7. Public Hearing:

RESOLUTION 2024-01: A RESOLUTION APPROVING THE HISTORIC PRESERVATION COMMISSION 2023 ANNUAL REPORT AND FILING THE SAME WITH THE UNALASKA CITY COUNCIL. No public comment.

- 8. Old Business: None
- 9. New Business: None

RESOLUTION 2024-01: A RESOLUTION APPROVING THE AMENDED HISTORIC PRESERVATION COMMISSION 2023 ANNUAL REPORT AND FILING THE SAME WITH THE UNALASKA CITY COUNCIL. -- Planning Staff reviewed with the Commissioners the Resolution. Commissioners commented on the 2024 Historic Preservation Goals then was elaborated. City Manager Homka spoked about repatriation of Unangan materials and artifacts. Hatfield added that we will have human remains that will be brought back home and will be discussed in the future. A mausoleum in the future was brought up to where they are protected and respected but also not buried. — Resolution was voted 5-0 and approved with no objections.

10. Work session: None

11. Adjournment: Having completed the agenda, the meeting was adjourned with no objection at 6:26 p.m.

Cameron Dean

Secretary of Commission

Travis Swangel

Commission Chairman

6-20-24

6-20-24 Date

Date

MEMORANDUM TO COUNCIL

To: Mayor and City Council Members
Through: Marjie Veeder, Acting City Manager

Date: July 23, 2024

Re: UCSD Budget Discussion

SUMMARY: Superintendent Kim Hanisch has notified the City of changes in school funding for FY25. Tonight's discussion is to delve into the details of those funding changes, and for City Council to determine if they want to make any changes to the FY25 budget appropriation to the Unalaska City School District. Ms. Hanisch will be in attendance and available for questions from Council.

PREVIOUS COUNCIL ACTION:

- June 11, 2024: Adopted Ordinance 2024-08, the FY25 Operating Budget, which includes funding to the Unalaska City School District
- April 23, 2024: Adopted Resolution 2024-15, which set the FY25 school funding sum at \$5,996,810
- April 9, 2024: Received a presentation from school district personnel regarding their FY25 budget and funding request to the city

BACKGROUND & DISCUSSION:

FY25 Appropriation to UCSD: This table summarizes the funding already approved by Council for FY25, compared to the FY24 amount, and the difference:

Fund	FY25 Request	FY24 Budget	Difference
General Operating Fund	\$4,351,810	\$4,150,242	\$201,568
Community Schools	\$975,000 (50/50 split)	\$730,000 (60/40 split)	\$245,000
Food Service	\$300,000	\$275,000	\$25,000
Student Travel	\$160,000	\$140,000	\$20,000
Pre-School	\$210,000	\$200,000	\$10,000
Totals	\$5,996,810	\$5,495,242	\$501,568

Funding Changes: As set out in the superintendent's July 1 letter, attached, there have been changes to the school district's FY25 budget:

- The school district's actual FY24 ending fund balance is \$640K, which is approximately \$185K higher than projected. This change was due, in part, to a miscalculation within the foundation formula. **This results in additional estimated funding of \$185,000.**
- The State of Alaska has approved additional one-time funding of approximately \$600,000 to \$640,000 for the Unalaska City School District. This equates to a \$680 increase to the BSA but is outside the funding formula (i.e., next year, this money may not to be appropriated again). The amount of this unexpected funding is not certain as of yet, as it is based on student enrollment, **but is expected to be \$600,000 to \$640,000.**
- The school's FY25 projected ending fund balance is between \$500K and \$800K, depending on student enrollment. Within the budget proposal that was approved by Council, the school's projected fund balance was -\$30K.

Recommended Fund Balance: It is recommended by the Government Finance Officers Association that all public entities maintain a fund balance to manage current and future risks. The typical maximum for the fund balance is 10% of total budget, but this was increased to 13% to accommodate the holdover of COVID funding. The school district's budget is \$8,203,865, so a fund balance between \$820,387 (10%) and \$1,066,502 (13%) is recommended. Coincidentally, the additional funding expected to be between \$785,000 and \$825,000, depending on school enrollment.

Maintenance: For at least the last two years, the school district has deferred some maintenance of its facilities due to funding restrictions. Just this summer, several unplanned maintenance expenses have been incurred: (1) dirt handler and filter system for the boilers, \$4,000; (2) additional work on the boilers, for which they haven't yet been invoiced; (3) furnace replacement in the UAF Building, \$3,000; and (4) a new cooling unit for the server room, which was damaged in the recent fire. The superintendent suspects they have not budgeted enough for maintenance to get them through the school year. They have hired one full time and two part-time maintenance workers, which will increase their capacity to maintain facilities and remain operational. Because of reduced overtime compared to last year, the additional staff is not expected to have a significant budgetary impact.

Community Schools Agreement Funding: During prior Council meetings, the increase to the Community Schools amount, an additional \$245,000 this year, was highlighted and discussed. Council may consider reducing this appropriation to the school district.

ALTERNATIVES:

- 1. Do nothing, and allow the Unalaska City School District to retain the full amount appropriated by the City, to be used to enhance their fund balance and maintenance needs; or
- 2. Adopt a budget amendment and reduce funding to the school by whatever amount the Council wishes.

FINANCIAL IMPLICATIONS: The financial implications are dependent on Council's decision.

LEGAL: None needed.

STAFF RECOMMENDATION: This is a Council decision, of course, but it would be good fiscal planning for the school district to maintain a fund balance and address deferred maintenance items.

PROPOSED MOTION: No proposed motion as this is a work session item. However, if Council wishes to take any action, a Directive to the City Manager is requested, which requires a motion, second and vote.

ATTACHMENTS:

- 1. July 1 letter from Superintendent Kim Hanisch
- 2. Resolution 2024-15 adopting the FY25 school funding sum
- 3. FY25 budget presentation from April 9, 2024
- 4. FY25 itemized school budget from April 9, 2024



July 1, 2024

To Unalaska City Council Members,

Unalaska City School District proposed their FY25 budget to the city council in April. During the May council meeting, this budget was approved. We have learned some new information regarding the assumptions we made as we built this budget, which may influence the city's approved allocations.

A summary of FY25 Budget adjustments:

- Our actual FY24 ending fund balance is \$640K, which is approximately \$185K higher than projected. This change was due, in part, to a miscalculation within the foundation formula.
- The State of Alaska has approved the allocation of an additional 1-time funding of \$640K. This equates to a \$680 increase to the BSA, but is outside the funding formula (i.e. next year this money is, likely, not to be appropriated again.
- FY25 projected ending fund balance is now somewhere between \$500K \$800K, depending upon actual student enrollment. Within the budget proposal that was approved, our projected fund balance was -\$30K. To note, it is recommended that a school district's fund balance be maintained at 10-13% of the budget total.

We are sharing this information with you as a means of full transparency. At the closure of the May budget presentation, I stated that if we ended up with additional funds we had not anticipated, we would let you know, providing an opportunity to adjust the amount of funding you had, originally, approved. Below is the table with the final breakdown in allocations we had requested and were approved. You will find the full budget presentation here.

UCSD is grateful for Unalaska's support of our schools. This relationship is built upon years of trust building which I intend to maintain.

Please let me know if you have questions or requests for revisions to the approved budget allocations.

Sincerely, Kim Hanisch Kim Hanisch, Supt. Unalaska City School District



FY25 Budget Proposal – City Funding

Fund	FY25 Request	FY24 Budget	Difference
General Operating Fund	\$4,351,810	\$4,150,242	\$201,568
Community Schools	\$975,000 (50/50 split)	\$730,000 (60/40 split)	\$245,000
Food Service	\$300,000	\$275,000	\$25,000
Student Travel	\$160,000	\$140,000	\$20,000
Pre-School	\$210,000	\$200,000	\$10,000
Totals	\$5,996,810	\$5,495,242	\$501,568

CITY OF UNALASKA UNALASKA, ALASKA

RESOLUTION 2024-15

A RESOLUTION OF THE UNALASKA CITY COUNCIL ESTABLISHING THE SUM TO BE MADE AVAILABLE FROM THE CITY OF UNALASKA TO THE UNALASKA CITY SCHOOL DISTRICT FOR FISCAL YEAR 2025

WHEREAS, the Unalaska City School District Fiscal Year 2025 Budget was received by the City of Unalaska by the April 1 deadline in accordance with UCO 2.98.090; and

WHEREAS, within 30 days after receipt of the school budget, the City of Unalaska is required by UCO 2.98.090 to determine the total amount of money to be made available from local sources for school purposes and make available to the Unalaska City School District Board of Education a statement of the sum to be made available; and

WHEREAS, failure to furnish the Board of Education with a statement of the sum to be available would automatically approve the amount requested in the budget by the Unalaska City School District; and

WHEREAS, by June 30 the City Council shall appropriate the amount of funds to be made available from local sources to the Unalaska City School District for educational purposes.

NOW THEREFORE BE IT RESOLVED that the City of Unalaska has established the sum to be made available for local funding of school purposes for Fiscal Year 2025 to be \$5,996,810, which includes \$4,351,810 for the maximum allowable local contribution and \$1,645,000 in funding beyond the set funding cap.

PASSED AND ADOPTED by a duly constituted quorum of the Unalaska City Council on April 23, 2024.

Vincent M. Tutiakoff, Sr., Mayor

Mayor

ATTEST:

Estkarlen P. Magdaor

City Clerk

MEMORANDUM TO COUNCIL

To: Mayor and City Council Members
From: Patricia Soule, Finance Director
Through: Marjie Veeder, Acting City Manager

Date: April 23, 2024

Re: <u>Resolution 2024-15</u>: A Resolution of the Unalaska City Council establishing the

sum to be made available from the City of Unalaska to the Unalaska City School

District for Fiscal Year 2025

SUMMARY: Unalaska City Code 2.98.090 states that the School Board shall submit the school budget to the City Council by April 1 each year. Within 30 days after receipt of the budget, the City Council must decide on the total to be made available from local sources for school purposes and provide the School Board notice of the amount to be made available. By submitting its budget on March 27, 2024, the school district met the requirements of code. Through Resolution 2024-15, Council will establish the level at which the City will fund the school district for FY25.

<u>PREVIOUS COUNCIL ACTION</u>: Each year Council adopts a resolution indicating the local contribution to be made to the School District for the upcoming fiscal year.

BACKGROUND: UCSD is basing their FY25 budget request on the Governor's proposed Base Student Allocation of \$5,960 which is the same as last year.

<u>DISCUSSION</u>: The School District submitted their budget on March 29, 2024 and presented their budget to Council on April 9, 2024. Council must indicate the level at which it intends to fund the District by May 1, the 30-day deadline set out in Title 2. Therefore, Council should adopt a resolution indicating the rate (Minimum Required Local Contribution or Maximum Allowable Local Contribution) at which they plan to authorize funding. For several years, the School District has requested funding at the Maximum Allowable Contribution rate, plus additional funding. In the past, Council has approved UCSD's requests for the maximum allowed by the cap and for funding that falls outside of the cap.

ALTERNATIVES: The Council has four alternatives:

- 1. If Council wishes to fund the full request that includes \$4,351,810 for the maximum contribution and \$1,645,000 in funding outside the cap, for a total of \$5,996,810. Resolution 2024-15 will be adopted as presented.
- 2. If Council wishes to fund only at the minimum required local contribution rate, Resolution 2024-15 must be amended to reflect the minimum required level of \$2,365,192 in local funding.
- 3. If Council wishes to fund only the request for funding at the allowable maximum level, Resolution 2024-15 must be amended to reflect the maximum local contribution level of \$4,351,810.

4. If Council wishes to fund the District's request at a level beyond the minimum required level but less than the maximum amount, Resolution 2024-15 must be amended to reflect that amount at which Council chooses to fund the district.

FINANCIAL IMPLICATIONS: The School District's FY25 Maximum Local Contribution request is \$4,150,242. The funding level requested for FY25 (and shown in the resolution) includes separate appropriations for community schools, preschool, food services, and student activities. The additional funding that falls outside the cap totals \$1,645,000.

LEGAL: Not applicable.

STAFF RECOMMENDATION: This is a Council decision, but Staff recommends that Council adopt Resolution 2024-15 establishing USCD's funding level for FY2025.

PROPOSED MOTION: I move to adopt Resolution 2024-15.

<u>CITY MANAGER COMMENTS</u>: I support the staff recommendation.



FY25 UCSD Budget City Council Presentation April 9, 2024

Appreciation to those involved in the Budget Development

Budget Committee Members

Aliona Bivol Cameron Dean Cheri Tremarco Jerusha Humphrey Ryan Humphrey Laura Jarvis Nicole Bice Amanda Schmahl Daneen Looby Danielle Whittern Joni Scott Katie Bagley Trever Shaishnikoff

UCSD School Board Members

David Gibson, President
Kerry Mahoney, Secretary
Amanda Schmahl
Trever Shaishnikoff
Brain Rankin

UCSD Business Manager

Leticia Holloway

FY25 Budget Proposal – City Funding

Fund	FY25 Request	FY24 Budget	Difference
General Operating Fund	\$4,351,810	\$4,150,242	\$201,568
Community Schools	\$975,000 (50/50 split)	\$730,000 (60/40 split)	\$245,000
Food Service	\$300,000	\$275,000	\$25,000
Student Travel	\$160,000	\$140,000	\$20,000
Pre-School	\$210,000	\$200,000	\$10,000
Totals	\$5,996,810	\$5,495,242	\$501,568

Our Dilemma

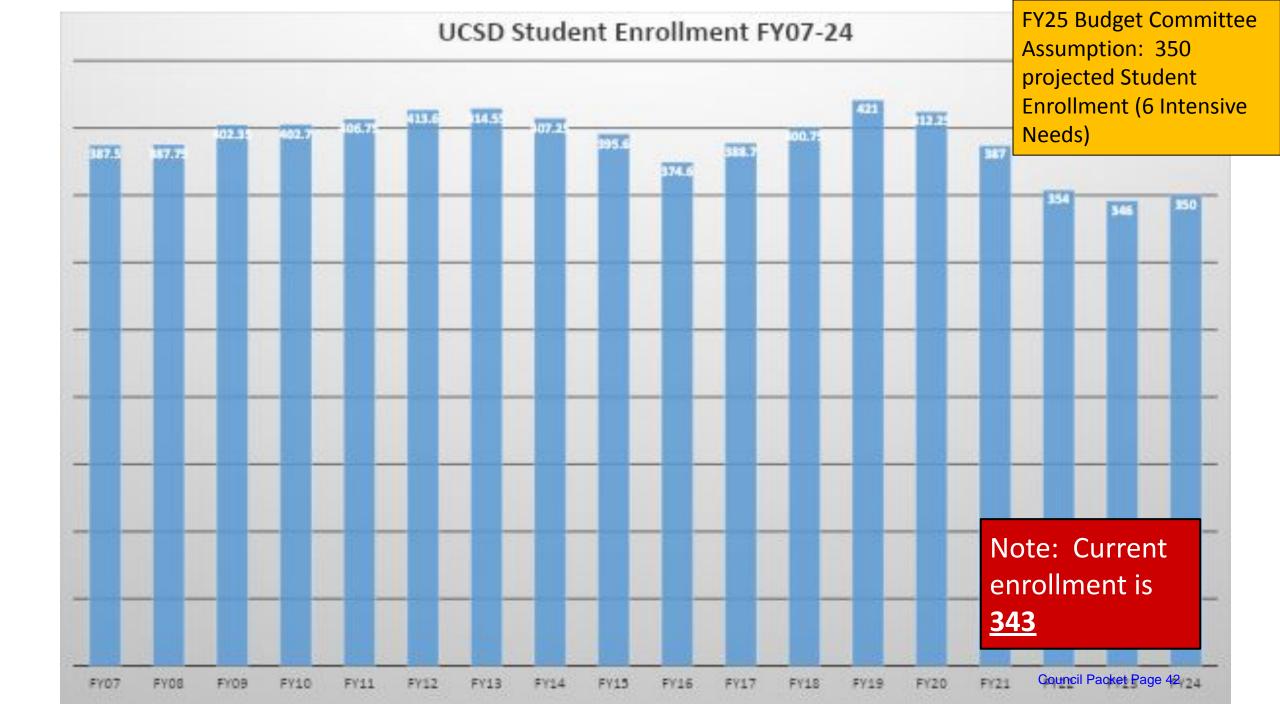
FY 25 Budget			
Projected Revenues (-5.66%)	\$7,717,968		
Projected Expenditures (2.2% increase from FY24)	\$8,203,865		
Difference	-\$485,897		
Projected Fund Balance Status	-\$30,787		

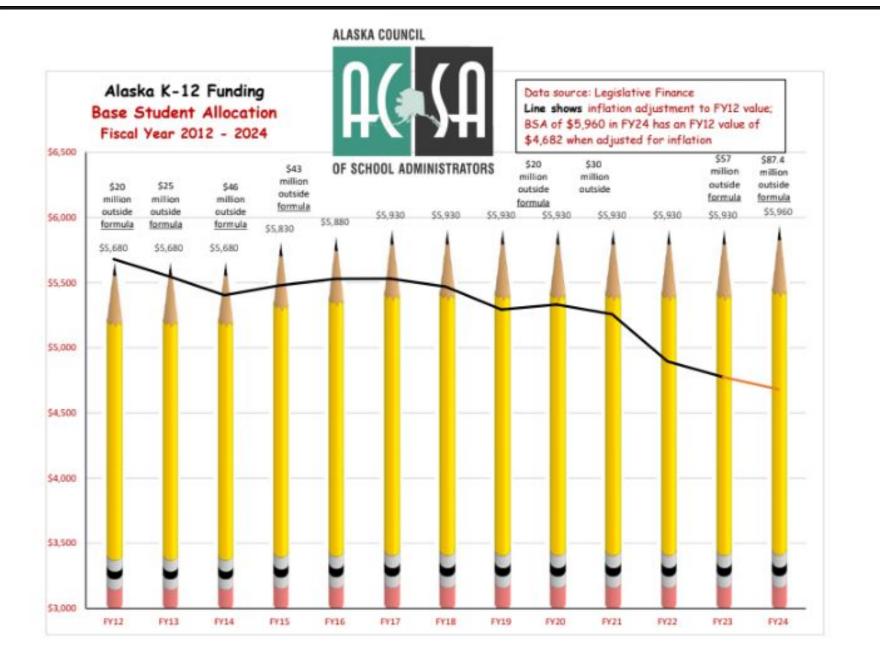
Committee Process

- 1. Lens of UCSD Vision, Mission and Strategic Plan Focus Areas
- Determine budget development assumptions (student & intensive need enrollment, state and city contributions)
- 3. Analyze projected FY25 revenues and expenditures
- 4. Make expenditure reduction recommendations in operating budget
- 5. Determine reasonable asks for city contributions in special funds

General Operating Budget

Projected Revenues and Expenditures





FY25 Budget Committee Assumptions:

- Projected Flat Funding Continues (BSA \$5960)
- \$0 1-time funding (\$233K)
- Continued loss of BAG Funding
- CLSD Grant (\$220,000 was one year)
- Overall decrease in Federal Funding (grants)

Projected FY25 State Contributions (Funding Formula based upon \$5960 flat funding)

Factor	Formula Calculations (rounded)
Average Daily Membership (ADM or Enrollment)	350
Adjusted ADM (School Size)	490.2
FY24 Hold Harmless	9.95
Cost Factor	720.72
Special Needs	864.86
CTE	877.83
Intensive Needs (6)	(78)
Totals	955.84
Base Student Allocation	\$5960
BSA State Aid total	\$5,696,806.40
BSA + Quality Schools Funding (Actual Total)	\$3,222,095.93

FY25 Local Funding Calculation

Assessed Property Value	\$935,873,173
Required Local Contribution (.00265 MILS)	\$2,480,064
Additional .002 MILS True \$ Value	\$1,870,746
Maximum Allowable Contribution	\$4,351,810

FY25 General Revenue Trends and Projections

Source	FY21	FY22	FY23	FY24	FY25 (Projected)
State	\$3,716,382	\$3,809,810	\$3,497,787	3,506,103	\$3,222,095.93
City	\$3,237,476	\$3,666,381	\$3,994,910	\$4,150,242	\$4,351,810
Other (Uaf rent,e-rate, BAG, other local)	\$312,218	\$354,783	\$498,268	\$514,216	\$358,293
Total	\$7,266,076	\$7,830,974	\$7,990,965	\$8,170,561	\$7,717,968

Decrease in FY25 Revenue due to no 1-time funding as in previous year (\$333K), continued \$106 decrease in e-Rate, \$\frac{\$0 in BAG (in FY21 it was \$148K).}{\text{Council Packet Page 46}}

General Fund Expenditures Approach

Additions Made (Status Quo)

- 3% Known salary increases as per salary schedule
- 5% projected increase in staff benefits/insurance
- 5% increase in property, liability and workers compinsurance
- 2% increase in student travel budget (inflation)

Committee Guidance ... IF Decrease in expenses needed

Consider 1st:

- 1. Library Books
- 2. In Service (district)
- 3. Maintenance Projects
- 4. Office Supplies
- 5. Custodial Supplies
- 6. District Sponsored PD

Consider Last:

- 1. Teacher PD (negotiated agreement)
- 2. Non-Educational Technology
- 3. Educational Technology
- 4. Educational Supplies
- 5. Non-Educational Staff
- 6. Educational Staff

FY25 Expenditure Adjustments

Additions Made	Decreases Made
 3% Known salary increases as per salary schedule 	 Supply budgets for majority of departments
 5% projected increase in staff benefits/insurance 	Library book purchases
 5% increase in property, liability and workers comp insurance 	Insurance base cost (assumption)
 2% increase in student travel budget (inflation) 	
.5 Certified*	
• 3 classified*	

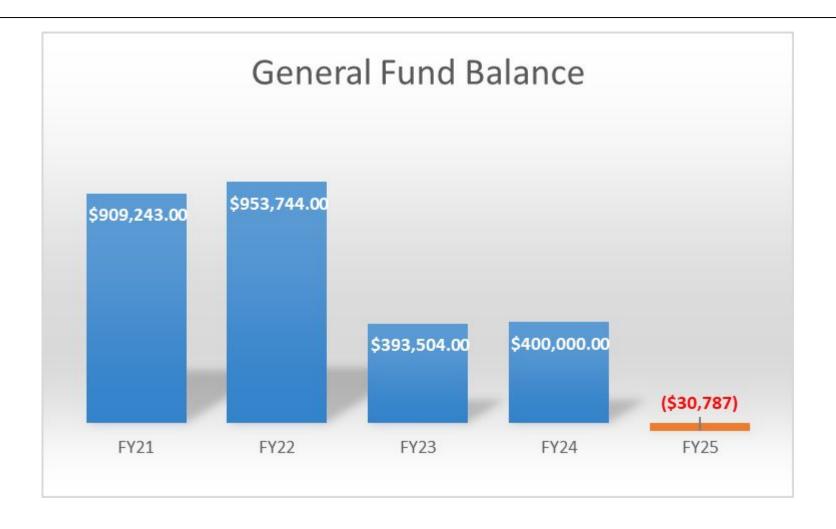
Expenditures Overview



2.44% Increase in budgeted expenditures FY24:FY25

Council Packet Page 50

General Fund – Fund Balance



Minimum
Recommendation:
10-12% of
Operating Budget

Re-Cap: General Fund City Request

FY25 Request	FY24 Budget	Difference
4,351,810	\$4,150,242	\$201,568

Special Funds

Community Schools
Food Service
Student Activities
Pre-School

Community Schools

	Total Expenditures	City Expenditures	Revenues City Request	Fund Balance
FY 20 (40%)	\$1,453,765	\$581,506	\$628,691	\$86,179
FY 21 (40%)	\$1,454,590	\$581,836	\$626,798	\$131,141
FY 22 (40%)	\$1,807,228	\$722,891	\$592,813	\$1,063
FY 23 (40%)	\$1,865,888	\$758,385	\$650,000	\$107,788
FY 24 (40%)	\$1,834,210	\$733,684	\$730,000	\$111,472
FY25 (50%)	\$2,180,210	\$980,293	\$975,000 (+\$245,000)	\$113,081

Rationale: Increases in

- Fuel and energy costs
- Swimming pool use
- Community activities in building

Food Service

	Expenditures	Revenues City Request	Fund Balance
FY 20	\$423,991	\$289,000	\$13,619
FY 21	\$404,284	\$290,000	\$137,958
FY 22	\$504,827	\$250,000	\$231,080
FY 23	\$531,198	\$170,000	\$67,512
FY 24	\$590,018	\$275,000	\$67,828
FY25	\$570,888	\$300,000 (increase \$25,000)	\$154,716

Rationale:

Cost of food and shipping increases

Student Activities

Rationale:

2-3% increase in travel related costs (absorbed by both UCSD and the City)

Note: SY22-23, had a significant deficit due to dramatic changes in airfare. City responded by including this funding

	UCSD Travel Budget	City Request	Total Student Travel Budget
FY 13-18	\$473,000		\$473,000
FY 19	\$473,000		\$473,000
FY 20	\$473,000		\$473,000
FY 21	\$473,000		\$473,000
FY 22	\$473,000		\$473,000
FY 23	\$473,000		\$473,000
FY 24	\$498,000	\$140,000	\$638,000
FY25	\$510,450	\$160,000 (+\$20,000) ^{council}	\$670,450 Packet Page 56

PreSchool

	Expenditures	Revenues City Request	Fund Balance
FY 20	\$209,800	\$191,000	\$54,221
FY 21	\$211,790	\$190,000	\$45,444
FY 22	\$251,360	\$190,000	\$36,542
FY 23	\$257,496	\$190,000	\$12,168
FY 24	\$258,747	\$200,000	\$7,422
FY 25	\$267,029	\$210,000 (+\$10,000)	\$107

UCSD Strategic Plan



Essential Question:

How do we best invest money so that UCSD's mission and vision, within these 4 focus areas, are achieved?

FY25 Budget Proposal – City Funding

Fund	FY25 Request	FY24 Budget	Difference
General Operating Fund	\$4,351,810	\$4,150,242	\$201,568
Community Schools	\$975,000 (50/50 split)	\$730,000 (60/40 split)	\$245,000
Food Service	\$300,000	\$275,000	\$25,000
Student Travel	\$160,000	\$140,000	\$20,000
Pre-School	\$210,000	\$200,000	\$10,000
Totals	\$5,996,810	\$5,495,242	\$501,568

UNALASKA CITY SCHOOL DISTRICT FY 25 BUDGET Proposal PROJECTED ENROLLMENT: 350

STATE FUNDING AT \$5,960 BSA, PERS/TRS AT FY 25 LEVEL

GENERAL FUND FUNCTION 100 REGULAR INSTRUCTION

		FY 21	FY 22	FY 23	FY 24	FY 25 In	crease (reduction	n)
ACCT#	DESCRIPTION	ACTUAL	ACTUAL	ACTUAL	December Revision	PROPOSED	CHANGE	% CHG
100-315	TEACHERS	\$1,942,770	\$1,811,608	\$1,912,698	\$1,657,372	\$1,720,833	\$63,462	3.83%
100-316	EXTRA CURRICULAR STIPENDS	\$13,400	\$16,900	\$20,944	\$14,100	\$17,000	\$2,900	20.57%
100-317	TEACHER SUBING ON PREP				\$18,400	\$18,400	\$0	0.00%
100-323	AIDES	\$92,884	\$87,703	\$119,095	\$85,193	\$103,011	\$17,818	20.91%
100-329	SUBSTITUTES	\$48,438	\$73,019	\$24,586	\$13,800	\$13,800	\$0	0.00%
100-350	BENEFITS	\$1,354,420	\$1,411,118	\$1,213,870	\$1,030,883	\$1,020,805	(\$10,078)	-0.98%
100-410	PROFESSIONAL	\$18,472	\$15,231	\$17,931	\$20,000	\$20,000	\$0	0.00%
100-420	TRAVEL	\$11,012	\$2,714	\$17,851	\$30,000	\$0	(\$30,000)	-100.00%
100-425	STUDENT TRAVEL	\$2,150	\$69,848	\$104,722	\$173,000	\$168,000	(\$5,000)	-2.89%
100-450	SUPPLIES	\$283,744	\$64,591	\$165,560	\$98,439	\$105,000	\$6,561	6.66%
100-472	SPELLING BEE BOOKS				\$1,561	\$1,700	\$139	8.92%
100-474	TECHNOLOGY SUPPLIES	\$56,742	\$5,743	\$17,255	\$15,300	\$15,300	\$0	0.00%
100-490	OTHER EXPENSES	\$480	\$500	\$750	\$1,000	\$1,500	\$500	50.00%
100-510	EQUIPMENT	\$4,139	\$7,756	\$5,461	\$3,825	\$3,825	\$0	0.00%
100-511	TECHNOLOGY	\$135,040	\$2,559	\$29,550	\$53,550	\$53,550	\$0	0.00%
100-512	BUILDINGS	\$2,652	\$0	\$0	\$0	\$0	\$0	0.00%
TOTALS FUNCTION 100 % OF FUND 100 EXPENDITURES		\$3,966,343 44.81%	\$3,569,290 42.96%	\$3,650,273 42.69%	\$3,216,422 37.62%	\$3,262,724 39.77%	\$46,302	1.44%

GENERAL FUND FUNCTION 120 BILINGUAL/BICULTURAL EDUCATION

		FY 21	FY 22	FY 23	FY 24	FY 25 In	crease (reduction	n)
ACCT#	DESCRIPTION	ACTUAL	ACTUAL	ACTUAL	December Revision	PROPOSED	CHANGE	% CHG
120-314	ELL COORDINATOR				\$11,375	\$2,000	(\$9,375)	-82.42%
120-315	TEACHERS	\$31,055	\$36,407	\$46,635	\$62,088	\$71,832	\$9,744	15.69%
120-316	STIPENDS	\$840	\$2,400	\$6,600	\$5,300	\$5,400	\$100	1.89%
120-323	AIDES	\$64,178	\$66,358	\$67,389	\$74,609	\$74,609	\$0	0.00%
120-329	SUBSTITUTES	\$990	\$6,179	\$2,132	\$1,800	\$1,800	\$0	0.00%
120-350	BENEFITS	\$65,182	\$98,254	\$117,924	\$124,456	\$114,347	(\$10,109)	-8.12%
120-410	PROFESSIONAL SERVICES	\$1,200	\$0	\$0		\$0	\$0	0.00%
120-420	TRAVEL	\$0	\$0	\$0	\$1,500.00	\$0	(\$1,500)	-100.00%
120-424	STUDENT TRAVEL	\$0	\$23,618	\$34,780	\$25,000.00	\$26,250	\$1,250	5.00%
120-450	SUPPLIES	\$4,623	\$242	\$0	\$2,250.00	\$1,750	(\$500)	-22.22%
120-510	EQUIPMENT	\$0	\$0	\$0		\$0	\$0	0.00%
TOTALS FUNCTION 120 % OF FUND 100 EXPENDITURES		\$168,068 1.90%	\$233,458 2.81%	\$275,460 3.22%	\$308,378 3.61%	\$297,987 3.63%	(\$10,390)	-3.37%
GENERAI FUNCTIO	L FUND N 160 VOCATIONAL EDUCATIO							
		FY 21	FY 22	FY 23	FY 24	FY 25 In	crease <mark>(reductio</mark> i	n)
ACCT#	DESCRIPTION	ACTUAL	ACTUAL	ACTUAL	December Revision	PROPOSED	CHANGE	% CHG
160-315	TEACHERS	\$114,956	\$104,668	\$114,384	\$127,622	\$131,871	\$4,249	3.33%
160-316	STIPENDS	\$0	\$1,100	\$1,100	\$2,300	\$2,200	(\$100)	-4.35%
160-329	SUBSTITUTES	\$125	\$2,775	\$2,100	\$2,500	\$2,500	\$0	0.00%
160-350	BENEFITS	\$66,030	\$60,796	\$81,163	\$79,755	\$77,887	(\$1,868)	-2.34%
160-410	PROFESSIONAL SERVICES	\$0	\$2,500	\$0	0	\$0	\$0	0.00%
160-420	TRAVEL	\$0	\$0	\$0	\$2,500	\$13,650	\$11,150	446.00%
160-450	SUPPLIES	\$15,486	\$25,872	\$7,985	\$20,500	\$17,000	(\$3,500)	-17.07%
160-510	EQUIPMENT	\$0	\$14,809	\$36,095	5000	\$2,500	(\$2,500)	-50.00%
	FUNCTION 160 ND 100 EXPENDITURES	\$196,597 2.22%	\$212,520 2.56%	\$242,828 2.84%	\$240,177 2.81%	\$247,608 3.02%	\$7,431	3.09%

GENERAL FUND FUNCTION 200 SPECIAL EDUCATION

		FY 21	FY 22	FY 23	FY 24	FY 25 In	crease (reduction	า)
ACCT#	DESCRIPTION	ACTUAL	ACTUAL	ACTUAL	December Revision	PROPOSED	CHANGE	% CHG
200-315	TEACHERS	\$153,173	\$160,579	\$181,434	\$265,278	\$269,202	\$3,924	1.48%
200-323	AIDES	\$5,416	\$58,435	\$81,419	\$76,866	\$145,142	\$68,276	88.82%
200-329	SUBSTITUTES	\$213	\$5,478	\$4,046	\$3,600	\$15,066	\$11,466	318.50%
200-350	BENEFITS	\$106,260	\$186,096	\$204,510	\$208,166	\$313,440	\$105,274	50.57%
200-410	PROFESSIONAL SERVICES	\$30,242	\$36,334	\$27,378		\$0	\$0	0.00%
200-420	TRAVEL	\$0	\$0	\$7,158	\$10,760	\$2,500	(\$8,260)	-76.77%
200-450	SUPPLIES	\$7,272	\$3,264	\$5,115	\$2,250	\$2,250	\$0	0.00%
200-474	TECHNOLOGY SUPPLIES	\$0	\$0	\$4,167	\$0	\$0	\$0	0.00%
200-490	OTHER EXPENSES	\$0	\$100	\$0	\$0	\$0	\$0	0.00%
200-510	EQUIPMENT	\$6,157	\$0	\$0	\$0	\$0	\$0	0.00%
TOTALS FUNCTION 200		\$308,733	\$450,286	\$515,226	\$566,920	\$747,600	\$180,680	31.87%
% OF FUR	ND 100 EXPENDITURES	3.49%	5.42%	6.03%	6.63%	9.11%		
GENERAI FUNCTIO	L FUND N 220 - SPECIAL EDUCATION -	SERVICES						
		FY 21	FY 22	FY 23	FY 24	FY 25 In	crease (reduction	า)
ACCT#	DESCRIPTION	ACTUAL	ACTUAL	ACTUAL	December Revision	PROPOSED	CHANGE	% CHG
220-314	COORDINATOR(s)	\$50,375	\$71,367	\$50,992	\$17,062	\$10,000	(\$7,062)	-41.39%
220-350	BENEFITS	\$28,196	\$20,745	\$25,471	\$7,893	\$1,601	(\$6,292)	-79.72%
220-410	PROFESSIONAL SERVICES	\$1,192	\$23,998	\$28,290	\$52,500	\$62,500	\$10,000	19.05%
220-420	TRAVEL					\$2,500		0.00%
220-450	SUPPLIES				\$5,250	\$2,000	(\$3,250)	-61.90%
	FUNCTION 220 ND 100 EXPENDITURES	\$79,763 0.90%	\$116,110 1.40%	\$104,753 1.23%	\$82,705 0.97%	\$78,601 0.96%	(\$4,104)	-4.96%

GENERAL FUND FUNCTION 300 SUPPORT SERVICES - STUDENTS

		FY 21	FY 22	FY 23	FY 24	FY 25 Inc	crease (reduction	n)
ACCT#	DESCRIPTION	ACTUAL	ACTUAL	ACTUAL	December Revision	PROPOSED	CHANGE	% CHG
300-315	COUNSELOR	\$100,639	\$108,781	\$91,461	\$96,371	\$86,103	(\$10,268)	-10.65%
300-323	AIDES	\$20,939	\$5,258	\$27,265	\$33,186	\$35,070	\$1,884	5.68%
300-350	BENEFITS	\$89,647	\$83,995	\$84,671	\$88,069	\$81,962	(\$6,107)	-6.93%
300-410	PROFESSIONAL SERVICES	\$936	\$11,574	\$0	\$0	\$0	\$0	0.00%
300-420	TRAVEL	\$0	\$0	\$0	\$0	\$0	\$0	0.00%
300-450	SUPPLIES	\$8,651	\$7,917	\$6,915	\$8,500.00	\$7,600	(\$900)	-10.59%
300-474	TECHNOLOGY	\$0	\$0	\$0		\$0	\$0	0.00%
300-511	TECHNOLOGY EQUIPMENT	\$0	\$12,965	\$0	\$1,196.40	\$0	(\$1,196)	-100.00%
TOTALS	FUNCTION 300	\$220,812	\$230,490	\$210,313	\$227,322	\$210,735	(\$16,587)	-7.30%
	ND 100 EXPENDITURES	2.49%	2.77%	2.46%	2.66%	2.57%	(ψ10,001)	110070
/0 OI 1 OI	ND 100 EXI ENDITORES	2.73 /0	2.77	2.40 /0	2.0070	2.07 /0		
GENERA	L FUND							
FUNCTIO	N 350 SUPPORT SERVICES - INS	TRUCTION						
		FY 21	FY 22	FY 23	FY 24	FY 25 Inc	crease (reduction	n)
ACCT#	DESCRIPTION	ACTUAL	ACTUAL	ACTUAL	December Revision	PROPOSED	CHANGE	% CHG
350-314	TESTING COORDINATOR				\$7,892.78	\$2,000.00	(\$5,893)	-74.66%
350-321	IT COORDINATOR	\$0	\$0	\$0	\$80,810.00	\$85,315	\$4,505	5.57%
350-323	LIBRARIAN	\$56,209	\$79,908	\$61,011	\$55,280.80	\$58,594	\$3,313	5.99%
350-324	IT SUPPORT STAFF	\$64,037	\$89,276	\$121,814	\$69,888.94	\$59,779	(\$10,110)	-14.47%
350-329	SUBS	\$173	\$0	\$390	\$1,272.24	\$1,272	\$0	0.00%
350-350	BENEFITS	\$94,644	\$146,526	\$159,296	\$178,255.00	\$165,234	(\$13,021)	-7.30%
350-410	PROFESSIONAL SERVICES	\$72,814	\$65,034	\$78,051	\$61,000.00	\$61,000	\$0	0.00%
350-420	TRAVEL	\$1,088	\$4,146	\$543	\$0.00	\$0	\$0	0.00%
350-433	COMMUNICATIONS	\$433,573	\$267,013	\$234,635	\$106,212.00	\$106,212	\$0	0.00%
350-450	SUPPLIES	\$44,182	\$34,025	\$48,668	\$4,500.00	\$4,500	\$0	0.00%
350-472	LIBRARY BOOKS AND SUPPLIES				\$19,250.00	\$14,000	(\$5,250)	-27.27%
350-474	TECHNOLOGY SUPPLIES	\$13,922	\$45,978	\$57,423	\$24,000.00	\$24,000	\$0	0.00%
350-510	EQUIPMENT	\$40,279	\$2,826	\$4,460	\$4,250.00	\$4,250	\$0	0.00%
	FUNCTION 350	\$820,921	\$734,732	\$766,289	\$612,612	\$586,157	(\$26,455)	-4.32%
% OF FUI	ND 100 EXPENDITURES	9.27%	8.84%	8.96%	7.17%	7.14%		

GENERAL FUND FUNCTION 400 SCHOOL ADMINISTRATION

		FY 21	FY 22	FY 23	FY 24	FY 25 In	crease (reduction	า)
ACCT#	DESCRIPTION	ACTUAL	ACTUAL	ACTUAL	December Revision	PROPOSED	CHANGE	% CHG
400-313	PRINCIPALS	\$117,625	\$159,339	\$61,409	\$114,609	\$186,204	\$71,595	62.47%
400-350	BENEFITS	\$65,212	\$64,945	\$35,471	\$54,476.95	\$92,554.76	\$38,078	69.90%
400-410	PROFESSIONAL SERVICES	\$0	\$0	\$0		\$0	\$0	0.00%
400-420	TRAVEL	\$3,000	\$10,434	\$8,371	\$10,000	\$5,000	(\$5,000)	-50.00%
400-450	SUPPLIES	\$309	\$1,628	\$2,620		\$3,650	\$0	0.00%
400-474	TECHNOLOGY SUPPLIES	\$120	\$0	\$0	\$1,500	\$0	(\$1,500)	-100.00%
400-510	EQUIPMENT	\$0	\$0	\$0		\$0	\$0	0.00%
400-490	OTHER EXPENSE	\$1,214	\$0	\$1,507		\$1,500	\$1,500	0.00%
TOTALS FUNCTION 400 % OF FUND 100 EXPENDITURES		\$187,480 2.12%	\$236,346 2.84%	\$109,378 1.28%		\$288,909 3.52%	\$104,672	56.81%
GENERAL FUNCTION	L FUND N 450 SCHOOL ADMINISTRATION							
		FY 21	FY 22	FY 23			crease <mark>(reductio</mark> i	•
ACCT#	DESCRIPTION	ACTUAL	ACTUAL	ACTUAL	December Revision	PROPOSED	CHANGE	% CHG
450-324	OFFICE AND REGISTRAR	\$153,248	\$124,248	\$158,789	\$141,178	\$144,799	\$3,621	2.56%
450-329	SUBS	\$102	\$11,700	\$268	\$3,816	\$2,520	(\$1,296)	-33.97%
450-350	BENEFITS	\$124,458	\$119,511	\$130,614	\$124,171	\$149,086	\$24,915	20.07%
450-450	SUPPLIES	\$4,754	\$855	\$2,674	\$8,000	\$6,400	(\$1,600)	-20.00%
450-420	TRAVEL	\$0	\$860	\$0	\$0	\$0	\$0	0.00%
450-474	TECHNOLOGY SUPPLIES	\$229	\$913	\$0	\$0	\$0	\$0	0.00%
	FUNCTION 450 ND 100 EXPENDITURES	\$282,791 3.19%	\$258,087 3.11%	\$292,346 3.42%		\$302,805 3.69%	\$10,459	3.77%

GENERAL FUND FUNCTION 510 DISTRICT ADMINISTRATION - SUPERINTENDENT

. 5.1.5.110	N 310 DISTRICT ADMINISTRAT	FY 21	FY 22	FY 23	FY 24	FY 25 In	crease (reductio	n)
ACCT#	DESCRIPTION	ACTUAL	ACTUAL	ACTUAL	December Revision	PROPOSED	CHANGE	% CHG
510-311	SUPERINTENDENT	\$182,765	\$124,900	\$229,007	\$130,000.00	\$136,475	\$6,475	2.83%
510-324	ADMIN ASSISTANT	\$49,444	\$55,790	\$39,404	\$33,446.40	\$45,214	\$11,768	29.86%
510-350	BENEFITS	\$130,004	\$131,280	\$115,165	\$95,806.00	\$102,916	\$7,110	6.17%
510-410	PROFESSIONAL SRVC	\$22,057	\$108,718	\$30,621	\$30,000	\$9,000	(\$21,000)	-68.58%
510-420	TRAVEL	\$15,000	\$14,121	\$21,866	\$20,000	\$10,500	(\$9,500)	-43.45%
510-440	OTHER PURCHASED SRVC	\$1,000	\$0	\$25	\$0	\$0	\$0	0.00%
510-450	SUPPLIES	\$18,219	\$14,786	\$18,648	\$16,000	\$16,000	\$0	0.00%
510-474	TECHNOLOGY SUPPLIES	\$0	\$537	\$0	\$0	\$0	\$0	0.00%
510-510	EQUIPMENT	\$4,402	\$0	\$0	\$0	\$0	\$0	0.00%
510-511	TECHNOLOGY EQUIPMENT	\$3,086	\$0	\$0	\$0	\$0	\$0	0.00%
510-490	OTHER EXPENSE	\$7,320	\$7,686	\$5,000	\$8,000	\$8,000	\$0	0.00%
TOTALS FUNCTION 510 % OF FUND 100 EXPENDITURES		\$433,297 4.90%	\$457,819 5.51%	\$459,737 5.38%	\$333,252 3.90%	\$328,105 4.00%	(\$5,147)	-1.54%
GENERAL FUNCTION	_ FUND N 511 BOARD OF EDUCATION							
		FY 21	FY 22	FY 23	FY 24		crease <mark>(reductio</mark>	
ACCT#	DESCRIPTION	ACTUAL	ACTUAL	ACTUAL	December Revision	PROPOSED	CHANGE	% CHG
511-410	PROFESSIONAL SRVC	\$3,315	\$8,502	\$9,269	\$20,000.00	\$20,000	\$0	0.00%
511-420	TRAVEL	\$0	\$8,682	\$24,429	25,000.00	\$20,000	(\$5,000)	-20.00%
511-450	SUPPLIES	\$720	\$1,397	\$584	2,500.00	\$1,000	(\$1,500)	-60.00%
511-474	TECHNOLOGY SUPPLIES	\$0	\$2,249	\$1,499	\$1,000.00	\$1,000	\$0	0.00%
511-490	OTHER EXPENSE	\$14,187	\$975	\$10,924	\$12,000.00	\$12,000	\$0	0.00%
	FUNCTION 511 ND 100 EXPENDITURES	\$18,222 0.21%	\$21,805 0.26%	\$46,706 0.55%	\$60,500 0.71%	\$54,000 0.66%	(\$6,500)	-10.74%

GENERAL FUND FUNCTION 550 BUSINESS OFFICE

		FY 21	FY 22	FY 23	FY 24	FY 25 In	crease (reductio	n)
ACCT#	DESCRIPTION	ACTUAL	ACTUAL	ACTUAL	December Revision	PROPOSED	CHANGE	% CHG
550-314	COORDINATOR	\$0	\$0	\$0		\$0	\$0	
550-321	BUSINESS MANAGER	\$78,924	\$87,435	\$88,528	\$87,444	\$91,869	\$4,425	5.06%
550-324	ACCT PAYABLE	\$53,301	\$57,654	\$71,273	\$65,610	\$67,572	\$1,961	2.99%
550-350	BENEFITS	\$100,089	\$109,988	\$130,266	\$120,381	\$113,243	(\$7,138)	-5.93%
550-410	PROFESSIONAL	\$41,920	\$23,002	\$62,378	\$60,000	\$65,000	\$5,000	8.33%
550-445	INSURANCE	\$37,055	\$53,571	\$7,150	70,686.00	\$45,000	(\$25,686)	-36.34%
550-420	TRAVEL	\$0	\$0	\$5,233	\$5,000	\$5,000	\$0	0.00%
550-440	JOB POSTING FEES	\$475	\$225	\$100	\$500	\$500	\$0	0.00%
550-450	SUPPLIES	\$12,030	\$295	\$1,441	\$1,190	\$1,500	\$310	26.05%
550-474	TECHNOLOGY SUPPLIES	\$0	\$457	\$0	\$4,500	\$0	(\$4,500)	-100.00%
550-510	EQUIPMENT	\$5,651	\$0	\$4,862	\$0	\$0	\$0	0.00%
550-490	OTHER EXPENSE	\$6,831	\$5,049	\$12,917	\$14,000	\$14,000	\$0	0.00%
TOTALS FUNCTION 550 % OF FUND 100 EXPENDITURES		\$336,276 3.80%	\$337,676 4.06%	\$384,147 4.49%	\$429,311 5.02%	\$403,684 4.92%	(\$25,628)	-5.97%

GENERAL FUND FUNCTION 600 MAINTENANCE

		FY 21	FY 22	FY 23	FY 24	FY 25 In	crease (reductio	n)
ACCT#	DESCRIPTION	ACTUAL	ACTUAL	ACTUAL	December Revision	PROPOSED	CHANGE	% CHG
600-324	MAINTENANCE	\$66,821	\$87,847	\$73,159	\$71,773.00	\$61,899	(\$9,874)	-13.76%
600-325	CUSTODIANS	\$129,330	\$100,133	\$117,891	\$140,765.03	\$121,328	(\$19,437)	-13.81%
600-350	BENEFITS	\$141,186	\$152,739	\$142,979	\$174,029.00	\$120,576	(\$53,453)	-30.71%
600-445	INSURANCE	\$49,673	\$34,045	\$79,691	\$75,297.16	\$65,885	(\$9,412)	-12.50%
600-410	PROFESSIONAL SERVCES	\$70	\$2,126	\$1,485	\$1,500.00	\$5,000	\$3,500	233.33%
600-430	UTILITIES	\$34,380	\$44,367	\$42,237	\$48,000.00	\$41,400	(\$6,600)	-13.75%
600-435	ENERGY	\$273,292	\$393,743	\$463,664	\$470,000	\$405,375	(\$64,625)	-13.75%
600-433	INTERNET/TELEPHONE/FAX	\$48,606	\$109,279	\$50,606	\$115,727	\$105,106	(\$10,621)	-9.18%
600-434	POSTAGE	\$7,335	\$2,005	\$5,138	\$8,000	\$5,000	(\$3,000)	-37.50%
600-440	OTHER PURCHASED SERVICES	\$19,600	\$3,660	\$17,976	\$15,000	\$20,850	\$5,850	39.00%
600-450	SUPPLIES	\$51,490	\$58,930	\$65,886	\$52,000	\$46,000	(\$6,000)	-11.54%
600-512	BUILDINGS	\$1,184	\$3,381	\$0	\$6,000	\$5,000	(\$1,000)	-16.67%
600-510	EQUIPMENT	\$1,655	\$19,178	\$3,417	\$2,000	\$0	\$0	0.00%
TOTALS FUNCTION 600 % OF FUND 100 EXPENDITURES		\$824,622 9.32%	\$1,011,433 12.17%	\$1,064,129 12.45%	\$1,180,091 13.80%	\$1,003,420 12.23%	(\$176,672)	-14.97%

GENERAL FUND FUNCTION 700 PUPIL ACTIVITIES

		FY 21	FY 22	FY 23	FY 24	FY 25 In	crease (reductio	n)
ACCT#	DESCRIPTION	ACTUAL	ACTUAL	ACTUAL	December Revision	PROPOSED	CHANGE	% CHG
700-314	ACTIVITIES DIRECTOR	\$10,453	\$10,671	\$4,951	\$15,454	\$10,717	(\$4,737)	-30.65%
700-316	CERTIFIED Staff coach/ref.	\$9,270	\$22,500	\$12,190	\$23,000	\$29,535	\$6,535	28.41%
700-324	CLASSIFIED Staff Coach/Ref.	\$4,930	\$12,215	\$8,400	\$7,750.00	\$1,200	(\$6,550)	-84.52%
700-329	NON STAFF Coach/Ref.				\$5,750	\$6,000	\$250	4.35%
700-350	BENEFITS	\$12,946	\$20,178	\$9,835	\$14,325	\$13,779	(\$546)	-3.81%
700-410	PROFESSIONAL SERVICES	\$0	\$950	\$950	\$2,000	\$0	(\$2,000)	-100.00%
700-420	TRAVEL	\$848	\$0	\$4,972	\$4,000	\$7,800	\$3,800	95.00%
700-424	STUDENT TRAVEL	\$1,148	\$314,808	\$362,083	\$300,000	\$307,500	\$7,500	2.50%
700-450	SUPPLIES	\$6,348	\$17,359	\$6,120	\$12,750	\$10,000	(\$2,750)	-21.57%
700-510	EQUIPMENT	\$0	\$0	\$0		\$0	\$0	0.00%
700-490	OTHER EXPENSE	\$3,993	\$3,921	\$2,358	\$5,000	\$5,000	\$0	0.00%
	FUNCTION 700 ND 100 EXPENDITURES	\$49,936 0.56%	\$402,602 4.85%	\$411,860 4.82%		\$391,531 4.77%	\$1,502	0.39%

		FY 21 ACTUAL	FY 22 ACTUAL	FY 23 ACTUAL	FY 24 December Revision	FY 25 In PROPOSED	crease <mark>(reductio</mark>	n) % CHG
TOTAL EXF	PENDITURES L FUND	\$8,851,767	\$8,308,127	\$8,550,038	\$8,110,121	\$8,203,865	\$93,744	1.16%
Per Pupil E Per Pupil R	xpenditures evenue Student Count	\$22,879 \$20,286 386.9	\$23,436 \$23,694 354.5	\$24,700 \$23,085 346.15	\$23,070 \$23,242 351.55	\$23,440 \$22,051 350		
FUND 100 REVENUES		FY 21	FY 22	FY 23	FY 24		crease (reductio	•
ACCT#	DESCRIPTION	ACTUAL	ACTUAL	ACTUAL	December Revision	PROPOSED	CHANGE	% CHG
011 025 040 043 044 045 046 047 048 049 050 051 052 056 097	CITY APPROPRIATION INTEREST INCOME OTHER LOCAL REVENUE STUDENT SPORTS FEES LAB, SHOP, TEXTBOOK FEES GATE RECEIPTS RENTAL INCOME E-RATE REVENUE CHARTER REVENUE EMERGENCY CONNECTIVITY BROADBAND ASSISTANCE GRANT FOUNDATION PROGRAM ONE TIME STATE FUNDING TRS/PERS ON-BEHALF DIVIDEND RAFFLE FUND IMPACT AID	\$3,237,476 \$542 \$17,124 \$0 \$330 \$0 \$10,350 \$255,960 \$0 \$0 \$148,557 \$3,716,463 \$0 \$582,761 \$1,749 \$26,173	\$3,666,381 \$421 \$3,600 \$0 \$150 \$0 \$10,350 \$255,960 \$0 \$75,033 \$0 \$3,809,811 \$0 \$568,378 \$1,686 \$7,583	\$3,994,910 \$15,620.06 \$21,334 \$2,300 \$3,021 \$1,365 \$10,350.00 \$256,060 \$0 \$0 \$0 \$1,486,468 \$213,397 \$0 \$1,639 \$24,482	\$4,150,242.00 \$12,000.00 \$4,000.00 \$5,000.00 \$2,000.00 \$0 \$10,350.00 \$106,212.00 0 0 \$0 \$3,506,130.00 \$333,127.00	\$4,351,810 \$15,000 \$4,000 \$5,000 \$2,000 \$0 \$10,350 \$106,212 \$0 \$0 \$0 \$0 \$3,222,096 \$0 \$0 \$0 \$1,500 \$0	\$201,568 \$3,000 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0	4.86% 25.00% 0.00% 0.00% 0.00% 0.00% 0.00% 0.00% 0.00% -8.10% -100.00% 0.00%
	other sources	Ψ20,110	ψ1,000	(\$39,982)	\$10,000	\$0	(\$10,000)	-100.00%
TOTALS REVENUES FUND 100		\$7,848,837	\$8,399,352	\$7,990,965	\$8,170,561	\$7,717,968	(\$452,593)	-5.54%
	Expenses - Revenues FUND BALANCE	(\$860,196) \$909,243.00 75.01%	\$92,525 \$953,744.00 69.61%	(\$559,073) \$394,670.00 68.71%	\$60,440 \$455,110.00 67.06%	(\$485,897) (\$30,787) 69.73%		

SPECIAL FUND FUND 215 COMMUNITY SCHOOLS

BEGINNING FUND BALANCE:	\$86,179	\$131,141	(\$1,403)	(\$107,745)	(\$111,429)		
ACCT # DESCRIPTION	FY 21 ACTUAL	FY 22 ACTUAL	FY 23 ACTUAL	FY 24 December Revision	FY 25 II	ncrease <mark>(reductio</mark> CHANGE	n) % CHG
780-314 COMMUNITY SCHOOL COORI 780-324 MAINTENANCE STAFF 780-325 CUSTODIANS 780-350 BENEFITS 780-410 PROFESSIONAL SERVICES 780-430 UTILITIES 780-435 ENERGY 780-440 OTHER PURCHASED SERVIC 780-445 INSURANCE BOND AND PREM 780-450 SUPPLIES 780-510 EQUIPMENT 780-512 BUILDINGS	DINA \$34,729 \$41,477 \$111,448 \$89,833 \$0 \$22,964 \$182,215 ES \$13,067	\$48,577 \$58,736 \$80,079 \$108,536 \$1,418 \$29,344 \$256,557 \$2,440 \$54,315 \$34,178 \$8,711 \$40,000	\$34,604 \$42,534 \$107,361 \$114,680 \$983 \$40,058 \$305,905 \$11,984 \$55,905 \$38,524 \$2,278 \$3,570	\$35,970 \$38,634 \$91,578 \$118,300 \$0 \$32,000 \$300,000 \$10,000 \$67,202 \$34,667 \$1,333 \$4,000	\$35,000.00 \$61,899 \$121,328 \$132,555 \$0 \$41,400 \$405,375 \$20,850 \$110,885 \$46,000 \$0 \$5,000	(\$970.00) \$23,265.10 \$29,750.10 \$14,255.40 \$0.00 \$9,400.00 \$105,375.00 \$10,850.00 \$43,683.00 \$11,333.30 (\$1,333.30) \$1,000.00	-2.70% 60.22% 32.49% 12.05% 0.00% 29.38% 35.13% 108.50% 65.00% 32.69% -100.00% 25.00%
TOTAL EXPENDITURES FUND 215	\$581,836	\$722,891	\$758,385	\$733,684	\$980,293	\$246,609	33.61%
SPECIAL FUND FUND 215 COMMUNITY SCHOOLS R ACCT # DESCRIPTION	EVENUES FY 21 ACTUAL	FY 22 ACTUAL	FY 23 ACTUAL	FY 24 December Revision	FY 25 II	ncrease <mark>(reductio</mark> CHANGE	n) % CHG
11 CITY APPROPRIATION 549 TRANSFER FROM GENERAL 40 OTHER LOCAL REVENUE	\$626,798 FUND \$0 \$0	\$592,813 \$0 \$0	\$650,000 \$0 \$2,000	\$730,000	\$975,000 \$0 \$0	\$245,000 \$0 \$0	33.56% 0.00% 0.00%
TOTAL REVENUES FUND 215 ENDING FUND BALANCE:	\$626,798 \$131,141	\$592,813 (\$1,403)	\$652,000 (\$107,745)	\$730,000 (\$111,429)	\$975,000 (\$116,722)	\$245,000	33.56%

SPECIAL FUND FUND 255 FOOD SERVICE EXPENDITURES

BEGINNIN	NG FUND BALANCE:	(\$13,619) FY 21	\$137,958 FY 22	\$231,080 FY 23	\$59,190 FY 24	(\$67,828)	ncrease (reduction	2)
ACCT#	DESCRIPTION	ACTUAL	ACTUAL	ACTUAL	December Revision	PROPOSED	CHANGE	"% CHG
790-321	FOOD SRVC COORD				\$59,000	\$64,046	\$5,046	8.55%
790-323	AIDES	\$11,009	\$18,935	\$20,523		\$ 26,241.74	(\$6,334)	-19.44%
790-324	SUPPORT STAFF	\$137,157	\$153,574	\$159,625	\$108,314	\$ 107,792.92	(\$521)	-0.48%
790-329	SUBSTITUTES	\$0	\$402	\$13,417	\$13,000	\$4,368	(\$8,632)	-66.40%
790-350	BENEFITS	\$109,314	\$167,428	\$175,767	\$218,053	\$204,440	(\$13,613)	-6.24%
790-410	PROFESSIONAL SERVICES	\$0	\$200	\$0		\$0	\$0	0.00%
790-420	TRAVEL	\$0	\$0	\$0		\$0	\$0	0.00%
790-435	ENERGY	\$0	\$6,154				\$0	0.00%
790-459	FOOD	\$134,206	\$139,707	\$145,683	\$143,325	\$149,000	\$5,675	3.96%
790-469	NON-FOOD	\$12,598	\$18,427	\$16,183	\$15,750	\$15,000	(\$750)	-4.76%
790-510	EQUIPMENT	\$0	\$0	\$0		\$0	\$0	0.00%
790-550	TRANS. FROM COMM. ENGAGEME_	\$0	\$0	\$0		\$0	\$0	0.00%
TOTAL EX	KPENDITURES FUND 255	\$404,284	\$504,827	\$531,198	\$590,018	\$570,888	(\$19,130)	-3.24%
SPECIAL F	UND 5 FOOD SERVICE REVENUES							
I OND 250	TOOD CERVICE REVERGES	FY 21	FY 22	FY 23	FY 24	FY 25 Ir	ncrease (reduction	า)
ACCT#	DESCRIPTION	ACTUAL	ACTUAL	ACTUAL	December Revision	PROPOSED	CHANGE	% CHG
011	CITY APPROPRIATION	\$290,000	\$250,000	\$170,000	\$275,000.00	\$300,000	\$25,000	9.09%
099	AK NUTRITIONAL FOODS GRANT	\$0	\$0	\$0	\$0	\$0	\$0	0.00%
161	TYPE A MEAL REIMBURSEMENT	\$220,255	\$322,747	\$104,967.98	\$105,000.00	\$90,000.00	(\$15,000)	-14.29%
21	STUDENT MEAL SALES	\$24,087	\$2,194	\$63,902.31	\$60,000.00	\$70,000.00	\$10,000	16.67%
22	ADULT LUNCH SALES	\$4,303	\$7,593	\$8,491.45		\$8,000.00	\$1,000	14.29%
162	USDA COMMODITIES	\$17,216	\$15,415	\$11,947	\$16,000	\$16,000	\$0	0.00%
_	EVENUES FUND 255 FUND BALANCE:	\$555,861 \$137,958	\$597,949 \$231,080	\$359,308 \$59,191	\$463,000 (\$67,828)	\$484,000 (\$154,716)	\$124,692	34.70%

SPECIAL FUND FUND 378 PRESCHOOL EXPENDITURES

BEGINNING FUND BALANCE:		\$54,221	\$45,444	\$36,542	\$12,169	\$7,422		
		FY 21	FY 22	FY 23	FY 24	FY 25 Increase (reduction)		
ACCT#	DESCRIPTION	ACTUAL	ACTUAL	ACTUAL	December Revision	PROPOSED	CHANGE	% CHG
780-314	PRINCIPAL	\$0	\$0	\$10,282	\$0	\$5,000	\$5,000	100.00%
780-315	TEACHERS	\$95,449	\$106,572	\$99,904	\$99,251	\$101,790	\$2,539	2.56%
780-323	AIDES	\$30,602	\$31,819	\$35,078	\$35,129	\$37,997	\$2,868	8.16%
780-324	OFFICE CLERK	\$5,015	\$5,221	\$5,506	\$4,124	\$4,638	\$514	12.46%
780-325	CUSTODIANS	\$1,500	\$8,000	\$0	\$1,500	\$1,500	\$0	0.00%
780-329	SUBSTITUTES	\$1,699	\$2,859	\$694	\$1,800	\$1,800	\$0	0.00%
780-350	BENEFITS	\$59,810	\$85,978	\$97,638	\$100,743	\$98,104	(\$2,639)	-2.62%
780-420	TRAVEL	\$0	\$0	\$0	\$0	\$0	\$0	0.00%
780-410	SCHOLARSHIP FUND	\$2,562	\$7,313	\$7,725	\$7,500	\$7,500	\$0	0.00%
780-430	UTILITIES	\$0	\$1,400	\$0	\$1,500	\$1,500	\$0	0.00%
780-435	ENERGY	\$5,000	\$0	\$0	\$6,450	\$6,450	\$0	0.00%
780-450	SUPPLIES	\$3,007	\$2,198	\$669	\$750	\$750	\$0	0.00%
780-510	EQUIPMENT	\$7,146	\$0	\$0	\$0	\$0	\$0	0.00%
TOTAL EXPENDITURES FUND 378		\$211,790	\$251,360	\$257,496	\$258,747	\$267,029	\$8,282	3.20%
SPECIAL FUND								
FUND 378 PRESCHOOL REVENUES		EV 24	EV 00	EV 22	EV 24	EV 05 le		- \
ACCT #	DECCRIPTION	FY 21	FY 22	FY 23	FY 24		crease (reduction	•
ACCT#	DESCRIPTION	ACTUAL	ACTUAL	ACTUAL	Actual	PROPOSED	CHANGE	% CHG
011	CITY APPROPRIATION	\$190,000	\$189,995	\$190,000	\$200,000	\$210,000	\$10,000	5.00%
049	OTHER LOCAL REVENUE	\$13,013	\$52,463	\$43,123	\$54,000	\$49,500	(\$4,500)	-8.33%
TOTAL REVENUES FUND 378 ENDING FUND BALANCE:		\$203,013 \$45,444	\$242,458 \$36,542	\$233,123 \$12,168	\$254,000 \$7,422	\$259,500 (\$107)	\$5,500	2.17%

SPECIAL FUND FUND 377 EXTRACURRICULAR Travel

BEGINNIN	G FUND BALANCE:	\$0 5)	\$0 57/00	\$0 5\(03	\$0 50	\$0 50		>
ACCT#	DESCRIPTION	FY 21 ACTUAL	FY 22 ACTUAL	FY 23 ACTUAL		PROPOSED	ncrease (<mark>reductio</mark> CHANGE	% CHG
425	Strudent Travel			,	\$140,000	\$160,000	\$20,000	14.29%
TOTAL EX	PENDITURES FUND 377	\$0	\$0	\$0	\$140,000	\$160,000	\$20,000	14.29%
SPECIAL FU FUND 377 ACCT#	IND EXTRA CURRICULAR TRAVEI DESCRIPTION	L REVENUES FY 21 ACTUAL	FY 22 ACTUAL	FY 23 ACTUAL		FY 25 II	ncrease (reductio CHANGE	ⁿ⁾ % CHG
11	CITY APPROPRIATION	\$0	\$0	\$0	\$140,000	\$160,000	\$20,000	14.29%
TOTAL RE	VENUES FUND 377	\$0	\$0	\$0	\$140,000	\$160,000	\$20,000	100.00%
ENDING F	UND BALANCE:	\$0	\$0	\$0	\$0	\$0		
SPECIAL FU CITY REVE	NUE SUMMARY COMMUNITY SCHOOLS FOOD SERVICES EXTRA CURRICULAR TRAVEL PRESCHOOL	FY 21 \$626,798.00 \$290,000.00 \$0.00 \$190,000.00	FY 22 \$592,813.00 \$250,000.00 \$0.00 \$189,995.00	FY 23 \$650,000.00 \$169,999.84 \$0.00 \$190,000.08	\$730,000.00 \$275,000.00 \$140,000.00 \$200,000.00	FY 25 \$975,000.00 \$300,000.00 \$160,000.00 \$210,000.00		
	Total	\$1,106,798.00	\$1,032,808.00	\$1,009,999.92	\$1,345,000.00	\$1,645,000.00		

CITY OF UNALASKA UNALASKA, ALASKA

RESOLUTION 2024-33

A RESOLUTION OF THE UNALASKA CITY COUNCIL AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF AGREEMENT WITH THE STATE OF ALASKA, DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES, COMMITTING THE CITY TO FUNDING, MANAGEMENT, OWNERSHIP, OPERATIONS AND MAINTENANCE RESPONSIBILITIES FOR THE CAPTAINS BAY ROAD PAVING PROJECT

WHEREAS, the City of Unalaska has declared the Captains Bay Road Paving and Utility Extension Project as their number one funding priority; and

WHEREAS, the City of Unalaska applied for a grant to the Community Transportation Program to upgrade the existing 1.4 miles of Captains Bay Road, from the intersection of Airport Beach Road to just past Westward Seafoods, by providing two 13-foot paved travel lanes, 2-foot shoulders, a 6-foot separated paved multi-use pathway, curb and gutter, and drainage improvements for a total estimated cost of \$13,155,000; and

WHEREAS, on the Department of Transportation and Public Facilities (DOT&PF) informed the City of Unalaska that the project nomination was accepted for award; and

WHEREAS, the DOT&PF has provided a Memorandum of Agreement for the Captains Bay Road Paving project covering scope and purpose, responsibilities, local match contribution, and terms and conditions.

NOW THEREFORE BE IT RESOLVED, that the Unalaska City Council commits to providing project funding of 24.04% (\$3,162,462) of the total estimated project cost of \$13,155,000 for the Community Transportation Program's Captains Bay Road Paving Project, plus an additional \$520,225.60 in contingency funding, for a total local match of \$3,682,687.60; and

BE IF FURTHER RESOLVED, that the Unalaska City Council authorizes the City Manager to enter into the Memorandum of Agreement with the State of Alaska promising to provide the funding commitments, management and ownership responsibilities, and maintenance and operations responsibilities identified within the project application and set out in the Memorandum of Agreement.

PASSED AND ADOPTED by a duly constituted quorum of the Unalaska City Council on July 23, 2024.

ATTEST:	Vincent M. Tutiakoff, Sr. Mayor	
Estkarlen P. Magdaong City Clerk		

MEMORANDUM TO COUNCIL

To: Mayor and City Council Members
From: Marc Kielmeyer, Project Manager
Through: Scott Brown, Public Works Director
Through: William Homka, City Manager

Date: July 23, 2024

Re: Resolution 2024-33 authorizing the City Manager to enter into a Memorandum of

Agreement with the State of Alaska, Department of Transportation and Public Facilities, committing the City to funding, management, ownership, operations and

maintenance responsibilities for the Captains Bay Road Paving Project

<u>SUMMARY</u>: Adoption of this resolution authorizes the City Manager to enter into an agreement with the State of Alaska DOT&PF, and making commitments to include funding, management, ownership, operations and maintenance responsibilities for the Captains Bay Road Paving Project. Staff recommends adoption.

PREVIOUS COUNCIL ACTION:

- Resolution 2017-24, Approving the FY18-22 CMMP including the Captains Bay Road and Utilities Improvement Project
- Resolution 2018-48, Allowing the City to enter into an agreement with HDL Engineering Consultants, LLC for the design of Captains Bay Road and Utilities Improvement Project.
- Resolution 2019-06, Identifying Captains Bay Road and Utility Improvements Project as its top state legislative priorities for FY20
- Resolution 2019-15, Declaring Captains Bay Road Paving and Utility Extension Project as
 the City of Unalaska's number one state funding priority, and authorizing the CM to sign
 and submit an application to the ADOT&PF for CTP program funds, and commit to a
 matching contribution of funds.
- Resolution 2019-51, City of Unalaska identifies Captains Bay Road and Utility Improvements Project as one of its top state legislative priorities for FY21
- Resolution 2019-52, City of Unalaska identifies Captains Bay Road and Utility Improvements Project as one of its top federal legislative priorities for FY21
- Resolutions 2020-61 and 2020-62, Identifying Captains Bay Road and Utility Improvements Project as both a state and federal Capital Project Funding priority
- Resolution 2021-56, Awarding HDR Engineering, Inc. the work of preparing a Cost/Benefit Analysis for the Captains Bay Road and Utilities Project to use in future grant applications
- Resolutions 2021-67 and 2021-77, Identifying Captains Bay Road and Utility Improvements Project as its top state and federal Capital Project Funding priority
- Resolution 2022-11, Declaring Captains Bay Road Paving and Utility Extension Project as the number one funding priority, and authorizes the CM to sign and submit grant applications on behalf of the City of Unalaska, and assures that the City of Unalaska has sufficient funding for matching fund contributions
- Resolution 2022-43, Identifying Captains Bay Road and Utility Improvements Project as the top federal project funding priority

 Resolution 2023-04, Identifying Captains Bay Road, Phase 1 as its top state capital project funding priority

BACKGROUND: The Captains Bay Road Project originated in FY18 on the CMMP as a project that would improve drainage and utilities as well as pave the road surface along this heavily trafficked corridor. Since the project was created, it has been one of the City's top priorities for State and Federal funding.

Over the years, staff has applied for various grants as a source for funding this project, most recently with the Alaska Community Transportation Program (CTP). This is a grant program administered by the State of Alaska Department of Transportation and Public Facilities (DOT&PF). The CTP is a competitive surface transportation grant held every three years. The development of projects includes identifying needs through public outreach and involvement, evaluating and scoring eligible projects by a board, and prioritizing and selecting projects for award. Awarded projects are developed and managed by the DOT&PF.

The City of Unalaska submitted an application for the CTP in early 2023 for phase one of the Captains Bay Road Project. Phase one is 1.4 miles long, between Airport Beach Road and the south end of the Westward Seafoods Complex. Work on the existing gravel road includes widening the road to two (2) 13-ft lanes with 2-ft shoulders, base & various areas of embankment reconstruction, new asphalt pavement, and a new 6-ft wide paved and separated multi-use path. The project includes selective replacement of storm drain pipes & inlet structures.

As part of the application to the CTP, the City committed to a match contribution of 24.04% of the total project cost. The estimated local match amount is \$3,162,462 with a project total estimated cost of \$13,155,000. Additionally, in the agreement, the City is committing to an additional \$520,225.60 in contingency funding, for a total local match of \$3,682,687.60

In April of this year, staff was notified that our project nomination was accepted for award. Following the award notice, staff has been involved with pre-award meetings and review of the Memorandum of Agreement (MOA) between the State of Alaska and the City of Unalaska.

<u>DISCUSSION</u>: As part of the Memorandum of Agreement (MOA) for the project, the State DOT&PF requires the City to adopt a Resolution that allows the City to enter into the MOA, which commits the city to providing the funding, as well as management and ownership responsibilities, and maintenance and operations responsibilities identified within the project application and set out in the MOA.

<u>ALTERNATIVES</u>: Council may choose to take no action and not enter into the MOA, essentially rejecting the CTP grant funding and DOT&PF completing this project. Council may also direct staff to look for other sources of funding for the project. Council may also decide that Captains Bay Road is no longer a priority project and remove this project from the CMMP.

<u>FINANCIAL IMPLICATIONS</u>: There is sufficient funding in place for the local match amount. The project balance is presently \$3,884,125.

LEGAL: City Attorney Charles Cacciola has reviewed and provided comment on the draft Memorandum of Agreement and we are working with DOT&PF to finalize the agreement. The MOA will not be signed until both parties are satisfied with the Agreement.

STAFF RECOMMENDATION: Staff recommends adoption of Resolution 2024-33 authorizing the City to enter into an agreement with the State DOT&PF for the Captains Bay Road Project.

PROPOSED MOTION: I move to adopt Resolution 2024-33.

<u>CITY MANAGER COMMENTS</u>: I concur with the Staff recommendation. It is very rewarding to win the award for the Captains Bay Road project through the CTP, with grant funding covering more than 70% of the project cost, with the added benefit of the State DOT&PF executing the project, rather than city staff.

ATTACHMENT: Draft Memorandum of Agreement

Memorandum of Agreement Between the City of Unalaska & the Alaska Department of Transportation & Public Facilities For Captain's Bay Road (AKDOT&PF Project #XXXX)

I. INTRODUCTION

The Alaska Department of Transportation and Public Facilities (DOT&PF) and the City of Unalaska, mutually agree to the terms and conditions of this Memorandum of Agreement (MOA) for the Captain's Bay Road, ("Project"). Alaska Statute 44.42.020 authorizes DOT&PF to cooperate, coordinate, and enter into agreements with the federal government and municipalities to plan, design, and construct transportation facilities. Subsequently, the Project was included in the 2024-2027 DOT&PF Statewide Transportation Improvement Plan (STIP Need ID 34349).

This MOA is being executed to facilitate the planning, design and construction of said Project. Federal Highway Administration (FHWA) funding will participate in the Project. Pursuant to the requirements of 17 AAC 05.175(*l*), the City of Unalaska, ("City") has by resolution or ordinance authorized the execution of this agreement (Attachment B) promising that the City will perform specific actions related to the Project.

II. PROJECT SCOPE:

The Project aims to plan, design, and construct a 1.4-mile stretch between Airport Beach Road and the south end of the Westward Seafoods Complex. This involves widening the existing gravel road to have 13-foot lanes with 2-foot shoulders, reconstructing various areas of embankment, laying new asphalt pavement, and creating a new 6-foot paved separated multi-use path. Additionally, selective replacement of storm drain pipes and inlet structures is included in the project scope.

The Project will use Federal Highway Administration (FHWA) funds for planning, design, and construction. The federal-aid highway funds allocated to the State requires a local match. The local match must consist of local funding only, as other federal funds are not eligible for use as

match. Neither FHWA nor match funds shall be used for activities determined ineligible for federal funding.

Both City and DOT&PF ("the Parties") will review and approve Project budgets. The Project budgets are estimates only, and the Parties recognize and acknowledge that actual costs may exceed the original estimated budgets.

III. PLANNING, DESIGN, CONSTRUCTION, AND OWNERSHIP OF THE PROJECT AND IMPROVEMENTS

A. Project Developed in Stages or Phases

The Project will be broken down into five phases (preliminary engineering through environmental document, preliminary engineering to final PS&E, right-of-way appraisals and acquisitions, utility agreements, and construction). The Project will require that each of the five phases receive appropriate federal authorization before work may proceed.

DOT&PF Policy and Procedure numbered 09.01.040 (Local Match for CIP) requires a minimum of 15% contingency to be included with the total cost estimate for each project ("adjusted total cost estimate"). Accordingly, DOT&PF will not seek a federal authorization to proceed with a phase of the Project prior to the City's transfer of the local match fund requirement for the adjusted total cost estimate for that phase. Unspent contingency funds from any completed phase will be applied to the required contingency amount for subsequent phases.

Upon completion and final closeout of the Project, if the final cost is less than the programmed amount, the City contribution will be recalculated and any excess City contribution will be refunded to the City.

B. DOT&PF's Responsibilities

DOT&PF shall:

- 1. Ensure that the FHWA funds used for the Project are expended in accordance with Federal and State laws and regulations.
- 2. Plan, design, and construct the Project.

- 3. Acquire all necessary rights of way in the name of the City.
- 4. Include the Project in the STIP and update STIP as necessary.
- 5. Include the Project in the State capital budgeting process, contingent on the City fulfilling its funding obligations contained herein, and obtain Legislative Authority to spend the funding.
- 6. Obtain NEPA documentation as needed, and keep an interested parties list.
- 7. Execute and manage any professional services agreements as necessary.
- 8. Keep City point-of-contact informed of the Project status.
- 9. Charge staff time and expenses to the Project.
- 10. Provide regular review and comment opportunities to the City, for example when design set is 35% and 95% complete.
- 11. Provide the construction engineering and indirect cost allocation plan (ICAP) to City with a copy of the contractor's Notice to Proceed.
- 12. Deduct the appropriate rate of ICAP to the Project to cover DOT&PF indirect expenses. The current ICAP rate for FHWA project is 6.35% of the total Project costs.
- 13. Communicate with the City on any proposed change orders that would affect the DOT&PF's match or project scope.
- 17. The DOT&PF shall add a special provision to its bid documents extending the protections of Standard Specification 107-1.13 to the City. The DOT&PF shall add a special provision to its bid documents requiring the City to be listed as an additional insured on the policies required by Standard Specification 103-1.06, paragraphs 2 through 4. The City shall have the right to enforce these requirements against the successful

C. City's Responsibilities

The City shall:

1. Establish a single point-of-contact with sufficient authority and responsibility to communicate to DOT&PF all decisions or notifications required by this agreement. The

- City shall be solely responsible for payment of contract price adjustments to compensate for any owner-caused contract delay claims that are directly attributable to the City's failure to timely communicate decisions or notices required by this agreement.
- 2. Prior to initiation of each phase of the Project, and as a condition precedent to the obligation of federal-aid highway funding, the City must transfer the local match funding for the estimated cost of that phase. The local match funding percentage requirement is 24.04% of the total Project costs. The City's funding responsibility includes 50% contingency for the pre-construction and 15% contingency for construction phases. Current project total estimate and local match responsibilities, including contingency, are included in Attachment C. If cost estimates change, Attachment C shall be updated. Local match percentage is expected to remain the same unless a match waiver is approved by the DOT&PF Commissioner.
- 3. Provide additional funding to cover any work in the original scope of work, or under any change order recommended for approval by the City, that is determined to be ineligible for federal funding or exceeding actual or anticipated available federal-aid funding for the Project.
- 4. Provide funding at the match rate to cover the costs of all Project related litigation, including legal fees and costs, including challenges to Federal permits or decisions, condemnation or right-of-way matters, procurement claims, and construction claims. City shall assist the DOT&PF, as necessary, during the course of the Project related administrative or civil proceedings and shall have the right to actively participate in the control of the litigation, including participating in strategy and settlement discussions, if it elects to do so.
- 5. Review information and action items from DOT&PF and provide any necessary responses within fourteen calendar days of receipt.
- 6. Provide project management staff for coordination and review as needed with no cost to the Project.
- 7. Authorize the DOT&PF and its contractors on the Project to conduct the necessary work within the City road rights-of-way and provide the DOT&PF with construction

- easements and such other interests as required to meet federal right-of-way certification requirements.
- 8. Inspect the Project right-of-way and property prior to project closeout. The City may perform an environmental assessment of that property for the purpose of determining whether any hazardous material contaminates the property. For purposes of this agreement, a "hazardous material" is any chemical, metal, petroleum product, or other substance (or any combination of hazardous materials) that is designated as "hazardous" by the U.S. Environmental Protection Agency and that is regulated by any government agency in any quantity as a contaminant, hazardous material, or threat to health or safety.
- 9. Participate in determining "substantial completion" of each construction stage of the Project, and accept full ownership and complete responsibility for each phase or stage of the Project, and all improvements thereon, upon substantial completion of each. The City will continue to own and maintain the facility upon completion of the improvements. The City acceptance of ownership is not a direct or implied waiver of a contractor's responsibility to satisfactorily complete the work.

IV. PROJECT ADMINISTRATION

- **A.** Except as otherwise expressly stated in this MOA, the DOT&PF shall be solely responsible for all project procurement.
- **B.** Except as otherwise expressly stated in this MOA, the DOT&PF will be solely responsible for the administration of all project contracts, in accordance with its contract(s) with the contractor(s) ("construction contract(s)"). Except as provided in subsection C of this section IV, the City has no direct or implied right to enforce any terms or conditions of any professional services or construction contract(s) against either the DOT&PF or the contractor(s) except where there is alleged Project mismanagement premised upon the DOT&PF's gross negligence, recklessness, or intentional misconduct.
- C. The DOT&PF shall include warranty provisions in the construction contract(s) substantially similar to those found in Attachment A. The City may directly enforce any warranty against the contractor.

D. Nothing herein shall be read to modify the scope of AS 09.50.250 or to waive any provisions thereof.

V. FINAL INSPECTION

Representatives of the City and the DOT&PF may jointly conduct final inspections of construction stage construction. The DOT&PF shall, however, determine when each such phase or stage of the Project reaches the point of substantial completion. The term "substantial completion" as used in this MOA means that the construction is sufficiently completed to allow the City or a person authorized by the City:

- **A.** to occupy the stage constructed and improvements thereon;
- **B.** to use the stage constructed and improvements thereon in the manner for which they were intended; or
 - C. to assume responsibility for the Project if construction contract(s) are cancelled.

The DOT&PF shall provide the City with an "As Built" of the Project and all improvements at Project closeout.

<u>VI. THE CITY'S RIGHT-OF-WAY, OPERATIONS, AND MAINTENANCE OBLIGATIONS</u>

The City's right-of-way, operations, and maintenance duties for any stage or phase of the Project shall commence on the date of substantial completion of that construction stage. The City agrees that its obligations with regard to the Project's right-of-way, operations, and maintenance include the following:

- **A.** The City agrees to perform, at its own expense, those right-of-way, operations, and maintenance obligations required by the use of FHWA funds. In carrying out these obligations, the City's duties include:
 - 1. Those identified in 23 C.F.R. §1.23 ("Rights-of-Way") and 23 C.F.R. §1.27 ("Maintenance"), which would otherwise be required of the DOT&PF if the DOT&PF owned the facility and improvements constructed under this MOA;
 - 2. Management of the right-of-way and any utilities in accordance with relevant sections

- of 23 CFR Part 710 ("Right-of-Way and Real Estate") and 23 C.F.R. Part 645 ("Utilities");
- 3. Complying with the DOT&PF's Right-of-Way Manual;
- 4. Conducting oversight and management of utilities located in any Project right-of-way consistent with the DOT&PF's Utility Manual, and complying with the utility policies and requirements set forth in AS 19.25.010-020 and 17 AAC 15;
- 5. Allowing no encroachments within the right-of-way of the Project without the prior consent of the DOT&PF and the FHWA;
- 6. Refrain from selling or conveying any portion of the right-of-way without prior consent from the DOT&PF. In the event that the DOT&PF gives its consent to the disposal of any portion of right-of-way acquired with federal-aid highway funds for the Project, the City shall pay proceeds of the sale to the DOT&PF, which the DOT&PF will credit to the appropriate federal-aid and State accounts, based on the percentage of State match;
- 7. Issuing permits as required by the foregoing duties, and assuming sole responsibility for enforcement of all terms and conditions of such permits.
- **B.** The City agrees to maintain and operate the Project consistent with 23 C.F.R. §1.27 and the DOT&PF's <u>Alaska Highway Maintenance and Operations Manual</u> ("AHMOM"). In the event of conflict between 23 C.F.R. §1.27 and AHMOM, the more stringent provisions will establish the minimum standards with which the City must comply.
- C. The City shall perform all operation and maintenance activities required by this MOA at its own expense and without reimbursement from the DOT&PF. Maintenance activities include, but are not limited to:
 - 1. Planning, scheduling, administration, and logistics of maintenance activities;
 - 2. Traffic control and safety;
 - 3. Embankment protection, including erosion control, to as-built conditions;
 - 4. Roadside management;
 - 5. Guardrails and guardrail end treatments;
 - 6. Snow and ice control, including all plowing, sanding, culvert and storm sewer thawing, snow hauling, winging, opening of shoulders, ice scraping, drift control, snow slide

removal, and associated tasks as may be required for the safe and timely passage of the public;

- 7. Maintaining signs and delineators in an as-built condition and their replacement, including posts and foundations, when damaged, unreadable, or worn out;
- 8. Highway marking and repainting as required to maintain performance of their intended function;
- 9. Removal of debris, rubbish, and dead animals;
- 10. Signing of seasonal weight restrictions as may be required by local conditions;
- 11. Pothole repair using the appropriate asphalt or concrete products on an as-needed basis;
- 12. Annual crack sealing;

VII. TERM

This MOA shall become effective on the date of the last signature and shall apply in perpetuity.

VIII. INCORPORATION CLAUSE

The City shall comply with all applicable Federal and State laws, regulations, executive orders, stewardship agreements, and applicable DOT&PF manuals and guidelines, including those provisions that would apply to the DOT&PF if the DOT&PF were to perform those tasks to be performed under this MOA by the City. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this MOA.

This obligation includes, but is not limited to, compliance with Federal and State uniform relocation assistance and real property acquisition policies; compliance with provisions of the Federal-Aid Policy Guide ("FAPG"); and compliance with the requirements of Title 23 of the United States Code and related implementing regulations, as set forth in the Code of Federal Regulations.

IX. INDEMNIFICATION

The City shall hold the DOT&PF, the State, its officers, employees, and agents (collectively, "the State") harmless from and defend and indemnify the State for liability, claims, or causes of action arising out of this MOA or relating to the Project or property and facilities being transferred and the obligations being assigned, as provided for below.

A. Notwithstanding the foregoing, the City shall have no obligation to hold harmless and indemnify the State to the extent the State is determined to be liable for its own acts or omissions, except that to the maximum extent allowed by law, the City shall hold the State harmless from and indemnify the State for liability, claims, or causes of action arising from an alleged defect in the design or construction of any facility transferred to the City pursuant to this MOA, regardless of negligence or other fault, if such liability, claim, or cause of action arises out of an incident that occurs more than two years after substantial completion of construction.

B. The City's duty to defend shall apply regardless of whether it is also alleged that the State's acts or omissions contributed to the injury (including injury to personal property, real property or persons, including fatal injury).

C. Neither liability, claims or causes of action arising from injuries which occurred prior to the date of a transfer, nor liabilities imposed by or claims or causes of action arising from or asserted under AS 46.03.822, shall be governed by this paragraph.

X. EACH PARTY IS AN INDEPENDENT CONTRACTOR

For the purposes of this Agreement and all services to be provided hereunder, each party shall be, and shall be deemed to be, an independent contractor and not a partner, agent, or employee of the other party. Neither party shall have authority to make any statements, representations, or commitments of any kind, or take any action, which shall be binding on the other party, except as may be explicitly provided for herein or authorized by the other party in writing.

XI. <u>CANCELLATION REMEDIES</u>

A. If the City is the primary cause of the cancellation of any professional services, consultant or construction contracts entered into by the DOT&PF, the City shall be responsible for those costs not accepted for reimbursement by the FHWA, amounts the FHWA expects to be

reimbursed for, and any other costs or expenses incurred by the City or the DOT&PF in the Project to the date of cancellation or related to finalizing cancellation and Project termination.

- **B.** If the DOT&PF is the primary cause of the cancellation, the DOT&PF shall bear those costs not accepted for reimbursement by the FHWA, amounts the FHWA expects to be reimbursed for, and any other costs or expenses incurred by the City or the DOT&PF in the Project to the date of cancellation or related to finalizing cancellation and Project termination.
- C. If it is determined that the cancellation was caused by third parties or circumstances beyond the control of the DOT&PF or the City, the parties shall meet in good faith to negotiate a fair and equitable allocation of responsibility for those costs not accepted for reimbursement by the FHWA, amounts the FHWA expects to be reimbursed for, and any other costs or expenses incurred by the City or the DOT&PF in the Project to the date of cancellation or related to finalizing cancellation and Project termination.
- **D.** The foregoing remedies are in addition to any other remedies referenced in this MOA, and do not bar or limit the parties from resorting to any other remedy available at law or equity.

XII. PENALTY FOR BREACH OF MAINTENANCE OBLIGATIONS

A. Notification and Opportunity to Cure

If notified by the DOT&PF in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, the City shall have thirty (30) days from the date of such notification to remedy the violation; or, if the remedy will take in excess of thirty (30) days to complete, the City shall promptly take responsive action necessary to achieve a satisfactory remedy as close as possible to the 30th day from DOT&PF's initial notice.

The City's failure to cure a violation that is remediable within thirty days or its failure to take responsive action necessary to promptly resolve a violation that is not remediable within thirty days constitutes a substantial breach of this MOA. If the City is in breach, DOT&PF may elect to terminate the MOA. In addition, the City's breach may adversely affect the viability of current and future State funding for the City's capital projects. *See* 17 AAC 05.175(*l*).

B. Remedies

In the event of breach of the City's obligations to own, maintain and operate the Project or its improvements, damages shall include, but are not limited to:

- 1. Return of the Federal and State funds expended on the Project under this MOA;
- 2. Reimbursement to the DOT&PF for any costs incurred by the DOT&PF which are directly or indirectly related to fulfilling any of the City's contractual commitments; and
- 3. Withholding of approval of future federal-aid project until such time as the City puts the Project in a state of compliance with this MOA.

XIII. MISCELLANEOUS PROVISIONS

A. Amendment or modification of Agreement:

This MOA may only be modified or amended by written agreement signed by authorized representatives for both Parties.

B. The Whole Agreement:

This MOA constitutes the entire agreement between the Parties. There are no other understandings or agreements between the Parties, either oral or memorialized in writing regarding the matters addressed in this MOA. This MOA may not be amended by the Parties unless an amendment is agreed to in writing, with both Parties signing through their authorized representatives.

C. Assignment:

Without the written consent of the DOT&PF, this MOA is not assignable by the City either in whole or in part.

D. Third Parties and Responsibilities for Claims:

Nothing in this MOA shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the Parties named in this MOA, whether such rights, privileges, immunities, duties or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this MOA shall be construed as creating any legal relations between the DOT&PF and any person performing services or supplying any equipment, materials, goods, or supplies for the

Project.

E. <u>Duty of Cooperation</u>:

The City agrees to provide reasonable access to the Project and to relevant Project records, to any authorized representatives of the DOT&PF or U.S. Government. The parties agree to cooperate in good faith with inquiries and requests for information relating to the Project or its obligations under this MOA.

F. Necessary Approvals:

In the event that any election, referendum, ordinance, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the City to enter into this MOA or to undertake the Project, or to observe, assume or carry out any of the provisions of the MOA, the City will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

G. Joint Drafting:

This MOA has been jointly drafted by the Parties, and each party has had the ability and opportunity to consult with its legal counsel prior to signature. The MOA shall not be construed for or against either party.

H. Third Party Beneficiary Status:

The City is not an intended beneficiary of any contracts between the DOT&PF and any contractors, subcontractors or consultants or any other third parties, and has no contractual rights with respect to such contracts or any provisions thereof, unless expressly stated otherwise.

XIV. CONTACTS

The DOTPF's contact is Kirk Miller kirk.miller@alaska.gov; (907) 465-1215, Regional Preconstruction Engineer for the DOT&PF Southcoast Region, or as may be re-designated in writing from time to time. The City's contact is Scott Brown sbrown@ci.unalaska.ak.us; (907) 581-1260, Public Works Director, or as may be re-designated in writing from time to time.

The undersigned agree to the terms of this Memorandum of Agreement:

STATE OF ALASKA,
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

Dated:	By:
	Christopher Goins
	Regional Director, Southcoast Region
	RN TO OR AFFIRMED before me by [person], who is Regional
Director for the	Region of the Alaska Department of Transportation & Public
2024.	day of,
2024.	
	Notary Public, State of Alaska
	My commission expires:
City of Unalaska	
Dated:	By:
	[person]
	City Manager, City of Unalaska
CLIDCCDIDED AND CWOD	N TO OR A EFIRMED before me by [nemeral] who is City Managem
	N TO OR AFFIRMED before me by [person], who is City Manager Municipality established under Alaska law, on this day of
, 2024.	Municipality established under Alaska law, on thisday of
, 2024.	
	Notary Public, State of Alaska
	My commission expires:

ACKNOWLEDGMENT OF AUTHORIZATION BY THE City of Unalaska ASSEMBLY

By adoption of City of Unalaska Resolution Serial No. XXXX, adopted on [date], the City of Unalaska Assembly authorized execution of this agreement and committed to providing match funds for this project to the extent permitted by the City of Unalaska charter, and acknowledged the City of Unalaska's promise to perform specific actions related to the Project.

Dated:	Clerk, City of Unalaska
Content Approved by:	, City of Unalaska Public Works Director
Form Approved by:	, City of Unalaska Law Department
Risk Management Review:	, City of Unalaska Risk Management

Attachment A Warranty and Cure Terms for Construction Contract

Contractor's General Warranty and Guarantee

- A. Contractor warrants and guarantees to the DOT&PF that all work will be in accordance with the Contract and will not be defective.
- B. Contractor's warranty and guarantee excludes defects or damage caused by:
 - 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, subcontractors, suppliers, or any other individual or entity for whom Contractor is responsible; or
 - 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the work in accordance with the Contract shall be absolute. None of the following will constitute an acceptance of work that is not in accordance with the Contract or a release of Contractor's obligation to perform the work in accordance with the Contract:
 - 1. observations by the DOT&PF;
 - 2. recommendation by the DOT&PF or payment by the DOT&PF of any progress or final payment;
 - 3. the issuance of a certificate of substantial completion by the Department or any payment related thereto by the DOT&PF;
 - 4. use or occupancy of the work or any part thereof by the DOT&PF;
 - 5. any review and approval of a shop drawing or sample submittal;
 - 6. the issuance of a notice of acceptability by the DOT&PF;
 - 7. any inspection, test, or approval by others; or
 - 8. any correction of defective work by the DOT&PF.

Correction Period

- A. If within one year after the date of substantial completion, any work is found to be defective, or if the repair of any damages to the right-of-way, project site, or adjacent areas that Contractor has arranged to use through construction easements or otherwise, is found to be defective, then Contractor shall promptly, without cost to the DOT&PF and in accordance with the DOT&PF's written instructions:
 - 1. correct such defective work;
 - 2. if the defective work has been rejected by the DOT&PF, remove it and replace it with work that is not defective;
 - 3. satisfactorily correct or repair or remove and replace any damage to other work, to the work of others, or to other land or areas resulting therefrom; and
 - 4. correct the defective repairs to the right-of-way, site, or such other adjacent areas.
- B. If Contractor does not promptly comply with the terms of the DOT&PF's written instructions, or in an emergency where delay would cause serious risk of loss or damage, the DOT&PF may have the defective work corrected or repaired or may have the rejected work removed and replaced. Contractor

- shall pay all claims, costs, fees, losses, and damages arising out of or relating to such correction or repair or such removal and replacement (including all costs of repair or replacement of work of others).
- C. In special circumstances where a particular item of equipment is placed in continuous service before substantial completion of all the work, the correction period for that item may start to run from an earlier date if so provided in the specifications.
- D. Where defective work (and damage to other work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.
- F. Contractor acknowledges that the City intends to accept ownership and maintenance responsibility of the constructed facility upon substantial completion. Upon substantial completion, the City shall be beneficiary of the Contractor's General Warrantee and Guarantee and shall be authorized to independently enforce the terms and requirements of this Correction Period specification.

Attachment B – Insert Resolution



Attachment C Captain's Bay Road [Date]

Scope, Schedule Estimate

SCOPE:

The Project is 1.4 miles long, between Airport Beach Road and the south end of the Westward Seafoods Complex. Work on the existing gravel road includes widening the road to 13-ft lanes with 2-ft shoulders, base & various areas of embankment reconstruction, new asphalt pavement, and new 6-ft paved separated multi-use path. Project includes selective replacement of storm drain pipes & inlet structures.

STIP SCHEDULE:

Phase	Phase Description	FFY25	FFY26	FFY27
2	Design through Environmental	\$ 300,000	\$ 0.00	\$ 0,000
2	Design through PS&E	\$ 0.00	\$ 180,000	\$ 0,000
3	Rights of Way	\$ 0.00	\$ 65,000	\$ 0,000
7	Utilities	\$ 0.00	\$ 0.00	\$ 0,000
4	Construction	\$ 0.00	\$ 0.00	\$ 12,610,000
	SUBTOTALS	\$ 300,000	\$ 245,000	\$ 12,610,000
			TOTAL	\$ 13,155,000

ESTIMATE:

Phase	Federal Funding 75.96%	Local Match 24.04%	Contingency %	Contingency Amount	Total Local Match
Design through Environmental	\$ 227,880.00	\$ 72,120.00	50%	\$ 36,060.00	\$ 108,180.00
Design through PS&E	\$ 136,728.00	\$ 43,272.00	50%	\$ 21,636.00	\$ 64,908.00
Utilities	\$ 0.00	\$ 0.00	50%	\$ 0.00	\$ 0.00
Rights of Way	\$ 49,374.00	\$ 15,626.00	50%	\$ 7,813.00	\$ 23,439.00
Construction	\$ 9,578,556.00	\$ 3,031,444	15%	\$ 454,716.60	\$ 3,486,160.60
TOTALS:	\$ 9,992,538.00	\$ 3,162,462.00		\$ 520,225.60	\$ 3,682,687.60

Total Local Match Required: \$3,682,687.60 Local Match Paid to Date: \$0.00

Match to be paid by the City: \$3,682,687.60

DOT&PF may alter this funding schedule for reasons that are beyond its control, including, but not limited to elimination or restriction of funds at the state and local level. ENTITY and the DOT&PF may amend this agreement by mutual consent.

PROJECT SCOPE, SCHEDULE, AND ESTIMATE APPROVED BY THE FOLLOWING PROJECT CONTACTS:

ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

Date:	By:
	Christopher Goins
	Regional Director, Southcoast Region
ENTITY	
Date:	By:
	, City Administrator

CITY OF UNALASKA UNALASKA, ALASKA

RESOLUTION 2024-34

A RESOLUTION OF THE UNALASKA CITY COUNCIL AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH REGAN ENGINEERING, P.C. FOR THE CONTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CAPTAINS BAY ROAD WATERLINE PROJECT

WHEREAS, the Captains Bay Road Waterline Extension Project is an approved and funded project (WA22D); and

WHEREAS, American Rescue Plan Act funding of \$800,000 and Denali Commission grant funding of \$386,400 have been awarded to the City for design, permitting and construction of the Captains Bay Road Waterline Extension Project; and

WHEREAS, Regan Engineering, P.C. provided design and permitting services for the project and is familiar with the project; and

WHEREAS, on May 30, 2024, the City of Unalaska received one bid for the construction of the Captains Bay Road Waterline Extension Project; and

WHEREAS, the Resolution 2024-31, authorized the City Manager to enter into an agreement with Aleutian General, LLC to construct the Captains Bay Road Waterline Extension Project; and

WHEREAS, the city is in need of construction engineering and inspection services for the Captains Bay Road Waterline Extension Project.

NOW THEREFORE BE IT RESOLVED that the Unalaska City Council authorizes the City Manager to enter into an agreement with Regan Engineering, P.C. for the Construction Engineering and Inspection Services for the Captains Bay Road Waterline Extension Project in the amount of \$343,125.

PASSED AND ADOPTED by a duly constituted quorum of the Unalaska City Council on July 23, 2024.

	Vincent M. Tutiakoff, Sr. Mayor	
ATTEST:		
Estkarlen P. Magdaong City Clerk		

MEMORANDUM TO COUNCIL

To: Mayor and City Council Members
From: Marc Kielmeyer, Project Manager
Through: Scott Brown, Public Works Director
Through: William Homka, City Manager

Date: July 23, 2024

Re: Resolution 2024-34 authorizing the City Manager to enter into an agreement with

Regan Engineering, P.C for Construction Engineering and Inspection Services

for the Captains Bay Road Waterline Project

SUMMARY: Adoption of Resolution 2024-34 will authorize the City Manager to enter into an agreement with Regan Engineering, P.C for Construction Engineering and Inspection Services for the Captains Bay Road Waterline Project. Staff recommends adoption.

<u>PREVIOUS COUNCIL ACTION</u>: Previous Council action regarding the Captains Bay Road Waterline Project is as follows:

- Ordinance 2022-06 Creating a budget amendment #4 recognizing ARPA grant revenue and increasing the Water Capital Project Budget by \$800,000 for the NPF Waterline Project.
- Ordinance 2022-22 Accepting \$386,000 from the Denali Commission and increasing the Water Fund Transfers to the Capital Projects by \$12,246 for matching funds and increasing the Captains Bay Road Waterline Project by \$398,400
- Resolution 2022-55 Authorizing the City Manager to enter into an Agreement with Regan Engineering, P.C. for the design of the Captains Bay Road Waterline Extension Project in the amount of \$398,646
- Resolution 2023-16 Adopting the FY24-33 Capital and Major Maintenance Plan
- Resolution 2024-06 Identifying the City of Unalaska's State Priorities for FY25, and designating the Captains Bay Road Waterline Extension as the City's #1 priority
- Ordinance 2024-06 Creating budget amendment #6 for FY24 to increase the Water Capital Project Budget by \$4,700,000 from the 1% Special Revenue Fund to construct Phase 1 of the Captains Bay Road Waterline Extension Project
- Ordinance 2024-10 Creating Budget Amendment #8 to the Fiscal Year 2024 Budget, appropriating \$1,192,406 from the 1% Sales Tax Fund for an increase to the Captains Bay Road Waterline Extension Project (WA22D)
- Resolution 2024-31 Authorizing the City Manager to enter into an agreement with Aleutian General, LLC to construct the Captains Bay Road Waterline Extension Project in the amount of \$5,508,439

BACKGROUND: This project was originally part of the Captains Bay Road & Utilities Project. Later, it later became a stand-alone project based on a Cost/Benefit Analysis produced by HDR Alaska, Inc. This waterline extension will provide water to current and future customers along the roadway. This project will also abandon a 1940's era wood stave water line from service that has been leaking significant amounts of treated water.

The City has received \$800,000 in revenue from the ARPA grant which was placed into the new project (WA22D), to partially fund design and construction. The City also received \$386,400 in grant funding from the Denali Commission to be used for design and permitting. Following the grant award from the Denali Commission, the City entered into an agreement with Regan Engineering, P.C. for the design and permitting of the waterline extension.

In April of this year, the Captains Bay Road Waterline Extension Project was posted for bid. On May 30, 2024, the City received one bid from Aleutian General, LLC for construction of the project. The City is currently working with the contractor to execute a contract for the construction of the project.

On May 20, 2024, Regan Engineering submitted a proposal to provide construction engineering and inspection services for the Captains Bay Road Waterline Extension Project.

<u>DISCUSSION</u>: The general scope of work under this agreement requires Regan Engineering, P.C. to provide construction inspection, construction contract administration and engineering support for the duration of the project. Regan Engineering, P.C. has a long history of providing this expertise on a variety of City CMMP projects in the past. Due to Regan Engineering, P.C. having been the design engineer of record for this project makes them uniquely familiar with all details of this project. Regan Engineering, P.C. also has a long-standing history and good working relationship with the contractor selected to construct this project.

<u>ALTERNATIVES</u>: Council could choose not to award this work and staff could go through the RFQ process to select another firm to perform this work. This alternative would push the project start back a minimum 45-60 days.

<u>FINANCIAL IMPLICATIONS</u>: The Captains Bay Road Waterline Project (WA22D) has funding available to award this work

LEGAL: None needed.

STAFF RECOMMENDATION: Staff recommends approval of the Agreement and the award of the work to Regan Engineering, P.C.

PROPOSED MOTION: I move to adopt Resolution 2024-34.

<u>CITY MANAGER COMMENTS</u>: I recommend approval of Resolution 2024-34 and moving forward with award of this agreement and the Captains Bay Road Waterline Project.

ATTACHMENTS:

- Construction Engineering and Inspection (CEI) Services Proposal dated May 20, 2024
- Proposed Engineering and Related Services Agreement

P.O. Box 889 ◆ Camas, WA 98607 Tel. 360-903-5064

E.I.N: 20-3126804; DUNS: 152959305

Email tom@reganengineering.com

City of Unalaska Department of Public Works Marc Kielmeyer, Acting City Engineer P.O. Box 610 Unalaska, AK 99685-0610 May 20, 2024

Subject: Construction Engineering and Inspection (CEI) Services Proposal
Captains Bay Waterline Extension Project, DPW Project No. 22402

The following proposal is for providing construction engineering and inspection services for the Captains Bay Road Waterline Extension Project. Proposed services include construction inspection, construction contract administration, and engineering support.

- Construction Inspection includes ADEC and UCC required on-site monitoring of construction, preparation of daily reports, verifying materials match approved submittals, verifying installation meets specification requirements and manufacturers recommendations, tracking installed material quantities, witnessing tests, assisting with field adjustments/conflict resolution, and otherwise supporting construction.
- Construction Contract Administration includes tracking correspondence, reviewing/preparing field reports, organizing/chairing progress meetings, reviewing pay applications, defining/negotiating and preparing change orders, and general enforcement of contract provisions. Work includes acting as Project Manager and being authorized representative of the Contracting Officer as defined in the General Conditions.
- Engineering Support includes review of submittals, responding to Requests-for-Information, preparation of as-built record drawings, general support, and submission of final permit closeout documents to the ADEC required for interim and final approvals to operate.

All services will be performed in accordance with the terms and conditions of the City of Unalaska Standard Form of Agreement for Engineering Services. Rates and terms will be as follows:

- Construction Manager (Tom Regan): Compensation will be hourly at a rate of \$160* per hour.
- Construction Inspector: Compensation will be hourly at a rate of \$115* per hour.
 *Hourly rates will be paid for all hours worked, without escalation for overtime work.
- Per Diem or a food allowance will be paid at a rate of \$75 per person per day for all days traveling or in Unalaska.
- Vehicles, including fuel and other costs related to ground transportation, will be provided by the
 Consultant at a rate of \$75 per day per vehicle for days used or for actual rental costs plus markup.
- Reimbursable expenses will include direct costs for air transportation, lodging, support services, subconsultants, testing services, and other costs directly related to execution of the work.
- Reimbursable expenses will be reimbursed at their actual costs plus a ten percent (10%) mark-up.

It is anticipated that actual construction will have a duration of four months. There will be additional time required for preparation, submittal review and for closeout services. The field inspector will likely rotate out

for R&R on a 6-week interval. The Project Manager will perform inspection services whenever the inspector is gone so there is full-time oversight during the construction period.

Proposed Cost Breakdown:

Inspection:	270 hrs/month @ \$115/hr x 4.5-months	\$139,725.	
Engineering/Admir	nistration/Inspection:		
	150 hrs/month @ \$160/hr x 5-months	\$120,000.	
Airfare:	9@\$2,600/ea	\$23,400.	
Lodging:	160-days @ \$150/day	\$22,500.	
Vehicles	160-days @ \$75/day	\$12,000.	
Per Diem	160-days @ \$75/day	\$12,000.	
Misc., Markups		\$13,500.	
TOTAL \$343,1			

At this time, it is unknown if the work will all be performed this year, if the work will be split between 2024 and 2025, or if the Work will primarily be conducted in 2025. Construction duration and manpower are only estimates and actual costs will vary. Construction contract engineering and inspection services are proposed on a Time-and-Materials basis in the amount of \$343,125.00. The project amount will not be exceeded without written permission from the City.

We hope the aforementioned information is suitable to meet your needs. Please contact me if you have questions or require additional information.

Sincerely,

REGAN ENGINEERING, P.C.

Thomas Regan

Thomas Regan, P.E. Principal Engineer



CITY OF UNALASKA Engineering & Related Services Agreement Captains Bay Road Waterline Project Project No. 22402

Prepared By:

City of Unalaska

P.O. Box 610

Unalaska, Alaska 99685

907.581.1260

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AGREEMENT FOR ENGINEERING AND RELATED SERVICES

THIS AGREEMENT is entere	ed into this	day of	, 2024, by and between
Regan Engineering, P.C. (h	nereinafter called	"Engineer"), and the	CITY OF UNALASKA (hereinafter called
"City").			

WITNESSETH THAT:

WHEREAS City desires to engage Engineer to render consulting and related services for the performance of Construction Engineering and Inspection (CEI) Services for the **Captains Bay Road Waterline Project** and

WHEREAS Engineer represents that it has the experience and ability to perform such services; and

WHEREAS the parties hereto desire to enter into a basic agreement setting forth the terms under which Engineer will, as requested, perform such work;

NOW THEREFORE the parties hereto do mutually agree as follows:

1. Engagement of Engineer

Engineer agrees to provide professional services in accordance with the provisions of this Agreement. A written description of the work to be performed, schedule and compensation is set out in Exhibits A-C of this Agreement.

2. Performance

Engineer agrees to perform the work described in Exhibit A - Scope of Services; however, the Engineer is not authorized to perform any work or incur any expense which would cause the amount for which it is entitled to be paid under this Agreement to exceed the amount set forth in Exhibit C - Fee Proposal without the prior written approval of the City. All services shall be rendered in accordance with the schedule set forth in Exhibit B - Contract Schedule.

The work shall include but not be limited to the following: furnishing all equipment, transportation, per diem, travel, and supplies to perform all scopes of work that are authorized under their State of Alaska's Professional License, in connection with Construction Engineering and Inspection (CEI) Services for the City of Unalaska's Captain Bay Road Waterline Project.

3. Fees & Costs

After receipt of a periodic billing for said services, the City agrees to pay Engineer as compensation for the services under this Agreement on a time and costs basis in accordance with Exhibit B of this Agreement. The amount payable to the Engineer shall not exceed \$343,125.

4. Payments

City agrees to make periodic payments to Engineer as services are performed and costs are incurred, provided Engineer submits a proper invoice for each payment, in such form accompanied by such evidence in support thereof as may be reasonably required by the City. Engineer shall invoice for services rendered based on Exhibit B, Compensation Schedule. City may, at its option, withhold ten percent (10%) from each payment pending satisfactory completion of the work by Engineer. All invoices are otherwise due and payable within thirty (30) days of receipt by City. The total compensation paid to Engineer for

completion of the Scope of Work City shall **Not Exceed** Three Hundred Forty-Three Thousand One Hundred Twenty-Five Dollars (\$343,125).

5. Personnel

Engineer agrees to furnish all personnel necessary for expeditious and satisfactory performance of this Agreement, each to be competent, experienced, and well qualified for the work assigned. No person objected to by the City shall be employed by Engineer for work hereunder.

6. Independent Contractor Status

In performing under this Agreement, Engineer acts as an independent contractor and shall have responsibility for and control over the details and means for performing the consulting services required hereunder.

7. Indemnification

Engineer shall defend and save harmless City or any employee, officer, insurer, or elected official thereof from and against losses, damages, liabilities, expenses, claims, and demands but only to the extent arising out of any negligent act or negligent omission of Engineer while performing under the terms of this contract.

8. Assignment

Engineer shall not assign this Agreement or any of the monies due or to become due hereunder without the prior written consent of City.

9. Subcontracting

Engineer may not subcontract its performance under this Agreement without prior written consent of City. Any subconsultants must agree to be bound by terms of this Agreement.

10. Designation of Representatives

The Parties agree, for the purposes of this Agreement, the City shall be represented by and may act only through the **Director of Public Works, Scott Brown**, or such other person as he may designate in writing. Engineer shall advise City in writing of the name of its representative in charge of the administration of this Agreement, who shall have authority to act for and bind Engineer in connection with this Agreement.

11. Termination

Either party shall have the right to terminate this Agreement in whole or in part at any time and for reasonable cause, by delivery of thirty (30) days written notice, specifying the extent and effective date thereof. After receipt of such notice, Engineer shall stop work hereunder to the extent and on the date specified in such notice, terminate all subcontracts and other commitments to the extent they relate to the work terminated, and deliver to City all designs, computations, drawings, specifications and other material and information prepared or developed hereunder in connection with the work terminated.

In the event of any termination pursuant to this clause, Engineer shall be entitled to be paid as provided herein for direct labor hours expended and reimbursable costs incurred prior to the termination pursuant

to Section 3 hereof, and for such direct labor hours and reimbursable costs as may be expended or incurred thereafter with City's approval in concluding the work terminated, it being understood that Engineer shall not be entitled to any anticipated profit on services not performed. Except as provided in this clause, any such termination shall not alter or affect the rights or obligations of the parties under this Agreement.

12. Ownership and Use of Documents

Engineer agrees that all original design reproducible drawings, all pertinent calculations, specifications, reports, data, and other documents prepared for the City hereunder are the property of the City and the City shall have the right, without payment of additional compensation, to disclose, reproduce, and use such documents for this project

13. Insurance

See Exhibit "C"

14. Claims Recovery

Claims by City resulting from Engineer's failure to comply with the terms of and specifications of this contract and/or default hereunder may be recovered by City by withholding the amount of such claims from compensation otherwise due Engineer for work performed or to be performed. City shall notify Engineer of any such failure, default or damage therefrom as soon as practicable and no later than 10 days after discovery of such event by written notice. Nothing provided herein shall be deemed as constituting an exclusive remedy on behalf of City, nor a waiver of any other rights hereunder at law or in equity. Design changes required as a result of failure to comply with the applicable standard of care shall be performed by the Engineer without additional compensation.

15. Performance Standard

Services performed under this Agreement will be performed with reasonable care or the ordinary skill of the profession practicing in the same or similar location and under similar circumstances and shall comply with all applicable codes and standards.

16. Compliance with Applicable Laws

Engineer shall in the performance of this Agreement comply with all applicable federal, state, and local laws, ordinances, orders, rules, and regulations applicable to its performance hereunder, including without limitation, all such legal provisions pertaining to social security, income tax withholding, medical aid, industrial insurance, workers' compensation, and other employee benefit laws. Engineer also agrees to comply with all contract provisions pertaining to grant or other funding assistance which City may choose to utilize to perform work under this Agreement. The Engineer and all subcontractors must comply with state laws related to local hire and prevailing wages.

17. Records and Audit

Engineer agrees to maintain sufficient and accurate records and books of account, including detailed time records, showing all direct labor hours expended and all reimbursable costs incurred and the same shall be subject to inspection and audit by City at all reasonable times. All such records and books of account

pertaining to any work performed hereunder shall be retained for a period of not less than six (6) years from the date of completion of the improvements to which the Engineering services of this Agreement relate.

18. Reporting of Progress and Inspection

Engineer agrees to keep City informed as to progress of the work under this Agreement by providing monthly written progress reports, and shall permit City to have reasonable access to the work performed or being performed, for the purpose of any inspection City may desire to undertake.

19. Form of City Approval

Except as otherwise provided in this Agreement, City's requests and approvals, and Engineer's cost estimates and descriptions of work to be performed, may be made orally where necessary, provided that the oral communication is confirmed immediately thereafter in writing.

20. Duration of Agreement

This Agreement is effective for the duration of the project until the scope of work is completed. The Agreement may be extended by the mutual written agreement of City and Engineer.

21. Inspections by City

The City has the right, but not the duty, to inspect, in the manner and at reasonable times it considers appropriate during the period of this Agreement, all facilities and activities of the Engineer as may be engaged in the performance of this Agreement.

22. Endorsements on Documents

Endorsements and professional seals, if applicable, must be included on all final plans, specifications, estimates, and reports prepared by the Engineer. Preliminary copies of such documents submitted for review must have seals affixed without endorsement (signature).

23. Notices

Any official notice that either party hereto desires to give the other shall be delivered through the United States mail by certified mail, return receipt requested, with postage thereon fully prepaid and addressed as follows:

To City:

Scott Brown, Director of Public Works

City of Unalaska

PO Box 610

Unalaska, AK 99685

To Engineer:
Thomas Regan, P.E.
Regan Engineering, P.C.
PO Box 889
Camas, WA 98607

The addresses hereinabove specified may be changed by either party by giving written notice thereof to the other party pursuant to this paragraph.

24. Venue/Applicable Law

The venue of any legal action between the parties arising as a result of this Agreement shall be laid in the Third Judicial District of the Superior Court of the State of Alaska and this contract shall be interpreted in accordance with the laws of the State of Alaska.

25. Attorney's Fees

In the event either party institutes any suit or action to enforce its right hereunder, the prevailing party shall be entitled to recover from the other party its reasonable attorney's fees and costs in such suit or action and on any appeal therefrom.

26. Waiver

No failure on the part of City to enforce any covenant or provisions herein contained, nor any waiver of any right hereunder by City, unless in writing and signed by the parties sought to be bound, shall discharge or invalidate such covenants or provisions or affect the right of City to enforce the same or any other provision in the event of any subsequent breach or default.

27. Binding Effect

The terms, conditions and covenants contained in this Agreement shall apply to, inure to the benefit of, and bind the parties and their respective successors.

28. Entire Agreement/Modification

This agreement, including Exhibits A-C, and the Engineer's proposal dated May 20, 2024 constitutes the entire Agreement between the parties with respect to the subject matter hereof, and all prior negotiations and understandings are superseded and replaced by this Agreement and shall be of no further force and effect. No modification of this Agreement shall be of any force or effect unless reduced to writing, signed by both parties and expressly made a part of this Agreement.

In witness whereof, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate on the respective date indicated below.

CITY OF UNALASKA, ALASKA

Ву:	Ву:		
Tom Regan, Principal Engineer	Marjorie Veeder, Acting City Manager		
State of Alaska)) ss.	State of Alaska)) ss.		
Third Judicial District)	Third Judicial District)		
The foregoing instrument was acknowledged before me on the day of, 2024, by, the,	The foregoing instrument was acknowledged before me on the day of 2024, by Marjorie Veeder, Acting City Manager for the City of Unalaska, a First-Class Alaska		
an Alaska Corporation, on behalf of the corporation.	Municipal Corporation, on behalf of the City of Unalaska.		
Notary Public, State of Alaska	Notary Public, State of Alaska		
My Commission Expires	My Commission Expires		

CITY OF UNALASKA

EXHIBIT "A"

SCOPE OF SERVICES

The Engineer will work with the City to complete Alaska Professional Engineer sealed drawings and specifications for the design of the Captains Bay Road Waterline Project. Each of the deliverables outlined below will be provided electronically as an Adobe Acrobat (PDF) file.

The Scope of Services for this Contract includes the following general tasks. For detailed Scope of Services, see attached proposal Construction and Engineering and Inspection (CEI) Services Proposal dated May 20, 2024.

- Construction Inspection
- Construction Contract Administration
- Engineering Support

CITY OF UNALASKA

EXHIBIT "B"

COMPENSATION SCHEDULE

Fee Schedule shall be as outlined on Construction Engineering and Inspection (CEI) Services Proposal dated May 20, 2024.

- Construction Manager \$160*/HR
- Construction Inspector \$115*/HR
 *Hourly rates will be paid for all hours worked without escalation for overtime work
- Per Diem or Food Allowance \$75/Per Person/Per Day for all days travelling or in Unalaska
- Vehicles, including fuel and other costs related to ground, will be provided by the Consultant at a rate of \$75/Per Day/Per Vehicle or for actual rental costs plus markup.
- Reimbursable expenses will include direct costs for air transportation, lodging, support services, sub-consultants, testing services, and other costs directly related to execution of the work.

 Reimbursable expenses will be reimbursed at their actual costs plus a ten percent (10%) mark-up

CITY OF UNALASKA

EXHIBIT "C"

INSURANCE REQUIREMENTS

Engineer shall procure and maintain for the duration of the contract, at its own expense, insurance against claims which may arise from or in connection with contracted services provided by Engineer, its employees, agents or representatives. Engineer shall place coverage with insurance companies rated A: VIII by A.M. Best Company, or companies specifically approved by the City. These policies providing coverage shall contain provisions and endorsements stating that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice to the City of Unalaska.

- A. Minimum Scope and Limit of Insurance: coverage shall be at least as broad as:
- 1. Commercial General Liability shall have limits not less than \$1,000,000 per occurrence and \$2,000,000 Aggregate, including coverage for Bodily Injury and Property Damage, Premises and Operations Liability, Products and Completed Operations Liability, Contractual Liability, and Personal Injury Liability.
- 2. Commercial Automobile Liability on all owned, hired, non-hired and rented vehicles of not less than \$1,000,000 combined single limit per accident/occurrence for bodily injury and property damage.
- 3. 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.
- 4. Professional Liability insurance with limits of not less than \$1,000,000 per claim and \$1,000,000 aggregate, subject to a maximum deductible \$10,000 per claim. The City of Unalaska has the right to negotiate increase of deductibles subject to acceptable financial information of the policyholder.
- 5. Workers' Compensation insurance in accordance with the statutory coverages required by the State of Alaska, and Employers Liability insurance with limits not less than the following:

Bodily Injury by accident: \$1,000,000 per accident

Bodily Injury by disease \$1,000,000 policy limit

Bodily injury by disease \$1,000,000 each employee

The State of Alaska does not have reciprocal agreements with any other State or country for Workers' Compensation coverage. Out of State employers who are required to carry Workers Compensation/Employer's liability coverage per State statute must obtain Alaska Coverage.

6. Coverage may need to be adjusted depending upon the scope of work and activity.

All insurance policies as described above are required to be written on an "occurrence" basis. In the event occurrence coverage is not available, Engineer agrees to maintain "claims made" coverage for a minimum of two years after project completion.

If Engineer maintains broader coverage and/or higher limits than the minimums shown above, the City of Unalaska, its officials, employees, volunteers or agents (collectively, "the City"), shall be entitled to the broader coverage and/or the higher limits maintained by Engineer. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

B. Additional Insurance Provisions

- 2. Additional insureds: The City shall be covered as additional insured as respects liability arising out of contracted services performed by Engineer. The coverage shall contain no special limitations on the scope of protection afforded to the City and this additional insured status must be endorsed upon the Commercial General Liability policy, Umbrella/ Excess Liability policy and Commercial Auto Liability Policy and where so allowed. This provision applies regardless of whether or not the City has received an additional insured endorsement from the insurer.
- 3. Primary Coverage: For any claims related to contracted services performed by Engineer, Engineer's insurance coverage shall be primary coverage as respects the City. Any issuance of self-insurance maintained by the City shall be excess of Engineer's insurance and shall not contribute with it.
- 4. Waiver of Subrogation: There shall be no right of subrogation against the City for losses arising out of contracted services provided by Engineer or by any insurer of Engineer and this waiver of subrogation shall be endorsed upon the Commercial General Liability, Umbrella Excess Liability, Umbrella/Excess Liability, Professional Liability, Commercial Auto, and Workers' Compensation policies and where so allowed. This provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
- 5. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions shall be declared to and approved by the City. At the option of the City, either Engineer's insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, or Engineer shall be required to procure a bond or some other form of financial guarantee satisfactory to the City guaranteeing payment guaranteeing payment of losses and related investigations, claim administration and defense expense.
- 6. Verification of Coverage: Before work begins, Engineer shall furnish the City with certificates of Insurance on standard Accord forms evidencing required insurance coverage, including all required amendatory endorsements. Failure to submit the required certificates and endorsements prior to beginning work shall not waive Engineer's obligation to provide them and shall not affect the coverage provided to the City. Acceptance of Certificates of Insurance with deficient or erroneous coverage does not absolve Engineer from carrying and maintaining the required coverage.

Certificates of Insurance shall be prepared as follows below:

Certificate Holder: City of Unalaska, Dept. of Public Works

PO Box 610, Unalaska

Unalaska, AK 99685

Email to: sbrown@ci.unalaska.ak.us and risk@ci.unalaska.ak.us

The City reserves the right to request complete, certified copies of full insurance policies, including endorsements.

- 7. Subcontractor Coverage: If Engineer employs subcontractors to perform any work hereunder, Engineer 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 or service hereunder, policies of insurance which comply with all requirements. This requirement is applicable to subcontractors of any tier. It is further agreed, that upon request by the City, Engineer will provide copies of any and all subcontractors certificates of insurance and endorsements for review of compliance.
- 8. Maintenance of Coverage: Failure by Engineer to maintain the required insurance coverage or to comply with the above, may, at the option of the City, be deemed defective work and remedied in accordance with the service contract.
- 9. Notification of Change in Requirements: The City reserves the right to modify these insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances, after 30 days prior written notification to Engineer.