



CITY & BOROUGH of YAKUTAT  
P.O. Box 160  
Yakutat, Alaska 99689  
Phone (907) 784-3323  
Fax (907) 784-3281

# NOTICE

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**City and Borough of Yakutat, Alaska  
Borough Assembly Regular Meeting  
October 1, 2020 7:00 p.m. City Hall**

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The Borough Assembly shall conduct a Regular Meeting on  
Thursday, October 1, 2020 at 7:00 p.m. at the City Hall.

While the Meeting is open to the public, the public is strongly encouraged to participate using the teleconference number. Individuals who wish to provide written comments to the Borough Assembly under Agenda Item Audience Participation, please contact the Borough Clerk at 907-784-3323 ext. 104 or  
Email: [admin@yakutatak.us](mailto:admin@yakutatak.us) no later than Thursday, October 1st at 4:30 p.m.

**Teleconference Number: 1-800-528-2793**

**Code: 3182367**

This Meeting will be aired on the local radio station.

**KYKT 91.9 FM**



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# AGENDA

\*\*\*\*\*

**City and Borough of Yakutat, Alaska  
Borough Assembly Regular Meeting  
October 1, 2020 7:00 p.m. City Hall**

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1. CALL TO ORDER:
2. ROLL CALL:
3. ADOPTION OF AGENDA:
4. MINUTES OF PREVIOUS MEETING:
  - 4.1 August 6, 2020 – Regular Assembly Meeting
5. MANAGER' S REPORT:
6. COMMUNICATIONS AND APPEARANCE REQUESTS: NONE
7. AUDIENCE PARTICIPATION:
  - 7.1 IN PERSON PARTICIPATION
  - 7.2 PARTICIPATION BY WRITTEN COMMENT
  - 7.3 TELEPHONIC PARTICIPATION
8. HEARINGS, ORDINANCES AND RESOLUTIONS:  
INTRODUCTION:
  - 8.1 EMERGENCY ORDINANCE 20-677: A NON CODE EMERGENCY ORDINANCE APPROPRIATING THE SUM OF TWENTY SIX THOUSAND NINE HUNDRED FORTY ONE DOLLARS AND NO CENTS (\$26,941.00) FROM THE BOROUGH'S CARES ACT SPECIAL REVENUE FUND TO THE YAKUTAT SCHOOL DISTRICT.

PUBLIC HEARING AND CONSIDERATION OF ORDINANCE:

- 8.2 EMERGENCY ORDINANCE 20-677: A NON CODE EMERGENCY ORDINANCE APPROPRIATING THE SUM OF TWENTY SIX THOUSAND NINE HUNDRED FORTY ONE DOLLARS AND NO CENTS (\$26,941.00) FROM THE BOROUGH'S CARES ACT SPECIAL REVENUE FUND TO THE YAKUTAT SCHOOL DISTRICT.

RESOLUTIONS:

- 8.3 RESOLUTION 20-341: A RESOLUTION DESIGNATING CERTAIN BOROUGH OWNED PROPERTY FOR SALE, AND DESIGNATING THE TERMS AND CONDITIONS OF SAID SALE.
- 8.4 RESOLUTION 20-342: A RESOLUTION APPROVING THE DIRECT SALE OF STANDING TIMBER TO YAK TIMBER, INC.

9. OLD BUSINESS: NONE

10. NEW BUSINESS:

- 10.1 Amendment #1 to Memorandum of Agreement between the City and Borough of Yakutat and Yakutat Tlingit Tribe.
- 10.2 R&M Consultants, Inc. Proposal for the City and Borough of Yakutat engineering services for the Small Boat Harbor Restroom Facility.
- 10.3 State of Alaska Infrastructure Protection Funding Grant Pre-Award Notification for the City & Borough of Yakutat's Water Pump Well #2 Repair Project in the amount of \$71,686.
- 10.4 Financial Report for Period Ending July 31, 2020.
- 10.5 Space and Power Collocation Agreement with the City and Borough of Yakutat, GCI Communication Corp. and Alaska Communications Internet, LLC.
- 10.6 Motion to waive competitive bidding requirements, based upon the public interest, and approve an emergency contract for the purchase of a new metal ambulance shed, in an amount up to One Hundred and Ten Thousand Dollars and No Cents (\$110,000.00).

11. AUDIENCE PARTICIPATION:

- 11.1 IN PERSON PARTICIPATION
- 11.2 TELEPHONIC PARTICIPATION

12. MAYOR'S REPORT, ASSEMBLY MEMBERS COMMENTS:

13. ADJOURNMENT:

4.1



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# Minutes

\*\*\*\*\*

## City and Borough of Yakutat, Alaska Borough Assembly Regular Meeting August 6, 2020 7:00 p.m. City Hall

\*\*\*\*\*

**CBY Staff Present:** Jon Erickson, Borough Manager and Alfredo Munoz Jr., Borough Clerk.

**Public Present:** None

**Public Telephonic:** None

**1. CALL TO ORDER:**

Mayor, C. Bremner called the meeting to order at 7:03 p.m.

**2. ROLL CALL:**

- Daryl James: Present
- Sheri Nelson: Present
- Mary Knutsen: Present
- Nick Holcomb: Present- Telephonic
- Gayla Valle: Present- Telephonic
- Mayor, Cindy Bremner: Present
- Samson Demmert: Absent

**QUORUM PRESENT**

**3. ADOPTION OF AGENDA:**

MOTION: M. Knutsen moved to adopt the agenda as presented.

SECOND: S. Nelson.

DISCUSSION: None

QUESTION: M. Knutsen

VOICE VOTE: All Ayes

**MOTION CARRIED**

**4. MINUTES OF PREVIOUS MEETING:**

4.1 July 2, 2020 – Regular Meeting

MOTION: G. Valle moved to approve the Minutes of July 2, 2020 Regular Meeting.

SECOND: M. Knutsen

DISCUSSION: None

QUESTION: S. Nelson

VOICE VOTE: All Ayes

MOTION CARRIED

**5. MANAGER' S REPORT:**

Borough Manager, Jon Erickson: Commented on many subjects which included: thanking Connie Klushkan and John Waldron for their hard work the past few weeks. Commented on the 2020 Census, Agenda Items, CARES ACT Appropriation, Special Meeting for August 13, 2020. Domestic Violence Shelter, Surplus vehicle, Police Chief Agreement, COVID-19. Commented he is pleased to see more face masks in public places, CBY Trail Opening, Community Garden restroom, Boat Harbor Improvements, roof on the Fire Hall rotten, purchase of a hot and cold pressure washer, Police vehicles and boat now in Yakutat. Officer, Vansickle is going to cover shifts for Police Officer soon going on leave. Commented on looking to hire another police officer. Commented he is having meetings with Alaska Mental Health trust.

Mayor, C. Bremner: Commented on CBY vehicles being recycled. Commented on CBY employees personal vehicles in the parking areas at the boat harbor. Commented in favor of the Community Garden and thanked Jon Erickson for the CARES Grant appropriation work.

**6. COMMUNICATIONS AND APPEARANCE REQUESTS: NONE**

**7. AUDIENCE PARTICIPATION:**

7.1 IN PERSON PARTICIPATION: None

7.2 PARTICIPATION BY WRITTEN COMMENT: Please see attachments

7.2A Leslie B. Jacobson.

7.2B Walter Pickett, Alaska Commercial Company.

7.3 TELEPHONIC PARTICIPATION: None

**8. HEARINGS, ORDINANCES AND RESOLUTIONS:**

INTRODUCTION:

8.1 ORDINANCE 20-675: AN ORDINANCE AMENDING SECTION 2.45.025 OF THE CODE OF THE CITY AND BOROUGH OF YAKUTAT, ALASKA.

MOTION: M. Knutsen moved to introduce ORDINANCE 20-675 and set the Public Hearing for the Assembly Special Meeting on August 13, 2020.

SECOND: S. Nelson.

DISCUSSION: None.

QUESTION: S. Nelson.

ROLL CALL VOTE: Daryl James: Yes  
Nick Holcomb: (Telephone connection lost)  
Gayla Valle: Yes  
Sheri Nelson: Yes  
Marry Knutsen: Yes

**MOTION CARRIED**

8.2 ORDINANCE 20-676: AN ORDINANCE APPROPRIATING CARES ACT FUNDING.

MOTION: G. Valle moved to Introduce Ordinance 20-676 and set the Public Hearing for the Assembly Special Meeting on August 13, 2020.

SECOND: M. Knutsen

DISCUSSION: None

QUESTION: M. Knutsen

ROLL CALL VOTE: Marry Knutsen: Yes  
Sheri Nelson: Yes  
Gayla Valle: Yes  
Daryl James: Yes  
Nick Holcomb: (Lost Phone Connection)

**MOTION CARRIED**

PUBLIC HEARING AND CONSIDERATION OF ORDINANCE: NONE

RESOLUTIONS:

8.3 RESOLUTION 20-337: A RESOLUTION DESIGNATING CERTAIN BOROUGH OWNED PROPERTY FOR SALE, AND DESIGNATING THE TERMS AND CONDITIONS OF SAID SALE.

MOTION: M. Knutsen moved to approve Resolution 20-337 as presented.

SECOND: S. Nelson.

DISCUSSION: D. James inquired on Section 2: Each of the four items.

J. Erickson, Borough Manager: Commented the correct number of items is 1.

MOTION: D. James moved to amend Section 2 first sentence to read as follows:  
One item listed below shall be sold.

SECOND ON AMENDMENT: M. Knutsen

DISCUSSION ON AMENDMENT: None

VOICE VOTE ON AMENDMENT: All Ayes

**MOTION TO AMEND CARRIED**

QUESTION ON THE MAIN MOTION: M. Knutsen

VOICE VOTE: All Ayes

**MAIN MOTION CARRIED**

8.4 RESOLUTION 20-338: A LEASE AGREEMENT YAKUTAT TLINGIT TRIBE

MOTION: M. Knutsen moved to approve Resolution 20-338 as presented.

SECOND: G. Valle

DISCUSSION:

D. James inquired on the location of the lease.

M. Knutsen commented near the Public Safety Building.

D. James inquired on why the Yakutat Tlingit Tribe does not utilize the 13 acres the Yakutat Tlingit Tribe received years ago for the location of this proposed Lease Agreement.

M. Knutsen commented the reasoning behind the location decision is to have this shelter in close proximity to the Public Safety Building. This location will allow the Police Department to respond as soon as possible.

D. James commented that he is not in favor of the City and Borough leasing more land when the Yakutat Tlingit Tribe has 11 acres available.

J. Erickson commented the City and Borough of Yakutat will receive revenue from this lease. The property is already cleared and the sewer and water hookup available creating an affordable option for the Yakutat Tlingit Tribe.

D. James inquired if this Lease Agreement was for 20 years.

J. Erickson commented 20 years, however every 5 years CBY may

**Page 4 of 7**

POSTED ON: JULY 31, 2020

POSTED AT: MALLOTS GENERAL STORE, ALASKA COMMERCIAL CO., YAKUTAT HARDWARE, AND CBY HALL

renegotiate.

Mayor, C. Bremner commented it is an appropriate place for such a facility due to its close proximity to the Public Safety Department.

QUESTION: G. Valle

VOICE VOTE: All Ayes

**MOTION CARRIED**

8.5 RESOLUTION 20-339: A LEASE AGREEMENT DIERICK'S TSIU RIVER LODGE.

MOTION: M. Knutsen moved to approved Resolution 20-339 as presented.

SECOND: D. James

DISCUSSION:

MOTION TO AMEND: D. James moved to amend Resolution 20-339 to read as follows in the last WHEREAS: and determines that the ten-year re-lease of the parcel is in the best interest of the Borough.

SECOND ON AMENDMENT: M. Knutsen

DISCUSSION ON AMENDMENT: None

QUESTION ON AMENDMENT: S. Nelson.

VOICE VOTE ON AMENDMENT: All Ayes

**MOTION TO AMEND CARRIED**

QUESTION: M. Knutsen

VOICE VOTE: All Ayes

**MAIN MOTION CARRIED**

**9. OLD BUSINESS: NONE**

**10. NEW BUSINESS:**

10.1 Financial Report for Period Ending June 30, 2020.

MOTION: M. Knutsen moved to approve the Financial Report for Period Ending June 30, 2020.

SECOND: S. Nelson

DISCUSSION: None

QUESTION: M. Knutsen

VOICE VOTE: All Ayes

**MOTION CARRIED**

10.2 Yakutat Small Boat Harbor Final Inspection Report

MOTION: M. Knutsen moved to accept the Yakutat Small Boat Harbor Final Inspection Report.

SECOND: S. Nelson.

DISCUSSION:

Mayor, Cindy Bremner commented that she hopes the City and Borough of Yakutat continues improving its Small Boat Harbor. Commented it is a point of entry and multiple user groups use this Small Boat Harbor.

QUESTION: None

VOICE VOTE: None

10.3 Employment Agreement: Police Chief, James Capra.

MOTION: M. Knutsen moved to approve the Employment Agreement: Police Chief, James Capra.

SECOND: S. Nelson

DISCUSSION: None

QUESTION: M. Knutsen

VOICE VOTE: All Ayes

**MOTION CARRIED**

Mayor, Cindy Bremner thanked J. Erickson and commented that she is happy that the Police Department will have a Police Chief and welcomed Jim Capra to the position.

**11. AUDIENCE PARTICIPATION:**

11.1 IN PERSON PARTICIPATION: None

11.2 TELEPHONIC PARTICIPATION: None

**12. MAYOR'S REPORT, ASSEMBLY MEMBERS COMMENTS:**

M. Knutsen: Commented that she is grateful to see more community members wearing masks in public. Commented that she will be making phone calls to community members to see if they need assistance completing the census over the phone. Commented that she will not be seeking reelection this year and her seat will be up.

S. Nelson: None

D. James: Inquired on the status of the 5G internet service.

Borough Manager J. Erickson: Commented there will be a Lease Agreement with ACS and GCI and he will try and get it on the Agenda as soon as possible.

D. James: Inquired on the status of the Denali Commission Grant Application

Borough Manager, J. Erickson: Commented it was submitted and received and he will hear from the Denali Commission, it may be up to \$500,000. Commented on Ridge Road and installing culverts. If CBY received the grant construction will begin spring 2021.

D. James: Inquired on the status of the lease for mineral exploration in Icy Bay.

Borough Manager, J. Erickson: Commented they are currently analyzing samples collected. The State of Alaska is interested as well and he will contact the organization as soon as possible.

G. Valle: None

N. Holcomb: None

Mayor, C. Bremner: Thanked the Yakutat Tlingit Tribe and City and Borough of Yakutat for partnering to receive new vehicles and a boat for the Public Safety Department. Commented she is grateful for the Domestic Violence Shelter coming. Thanked the CBY staff and the COVID-19 Incident Command the local radio station KYKT. Commented that the Assembly will hold a Special Meeting on August 13, 2020 at 5:00 p.m.

**13. ADJOURNMENT:** Consensus at 7:45 p.m.

7.2 A

July 19, 2020

AVEC

4831 Eagle St.

Anchorage, AK 99503

RECEIVED

JUL 21 2020

CITY & BOROUGH  
YAKUTAT

Dear Directors and Board Members –

Enclosed is a copy of my letter same date to Delta Western which provides petroleum products to Yakutat. I strongly suspect their rate for diesel fuel mirrors that for unleaded gasoline. It's your duty to find out.

And perhaps you think “What the hell, it’s just another cost of doing business” and you write it off as a normal business expense, I don’t think that way at all because it affects ME! ... and every other person and business in Yakutat to which you deliver electrical power.

AVEC has got to be the largest consumer of diesel fuel in this town. Period. It affects the life and pocketbook of everyone here and it appears we’re getin’ screwed.

Now get off your lazy butt and get the fuel price down. Now.

With no respect whatsoever for your complacency, I remain

Leslie B Jacobson

P.O. Box 212, Yakutat, AK 99689

Cc: Alaska Public Utilities Commission, C/B Yakutat, Yak-Tat Kwaan,  
Yakutat Tlingit Tribe

*Please give to Assembly.  
And please join in!*

July 19, 2020

Don Stone, President  
Delta Western LLC  
450 Alaskan Way, Suite 707  
Seattle, WA 98104

RECEIVED

JUL 21 2020

CITY & BOROUGH  
YAKUTAT

Re Yakutat unleaded gas prices

Hello again Mr. Stone –

That's odd. Your July 6 letter to me says "... we did not state that gas prices in Yakutat are high," but in your earlier letter to the Attorney General, you attributed the local price to elevated transportation costs and the fluctuating price you pay for bulk fuel. And further, you seemingly attributed the price to Bob Pate (which, in my opinion and in part, may or may not be accurate).

If our local unleaded gas price is not high, as you now flatly state, the how do you justify the price disparities appearing in different towns as shown on the attached notice which is intermittently posted on the local gas pump?

I noted you did not respond to the 3 simple questions asked in my earlier June 16 correspondence, but that's okay, we can re-visit that later. Please address the problem cited in the attachment.

Sincerely,



Leslie B Jacobson

P.O.Box212, Yakutat, AK 99689  
Yak-Tat Kwaan, Yakutat Tlingit Tribe, C/B Yakutat, Alaska AG

cc:

## **Gettin' screwed??**

**Unleaded here is \$5.49/gallon!!**

**Cordova is \$2.88**

**Sitka is \$2.54**

**Juneau is \$2.59 – 2.84**

**Honolulu is \$2.39**

**Have a nice day per Delta Western**

7.3B



RECEIVED

JUL 30 2020

CITY & BOROUGH  
YAKUTAT

July 24, 2020

City and Borough of Yakutat  
Borough Assembly  
P.O. Box 160  
Yakutat, AK 99689

Re: Transfer of Package Store License (#1264) to The North West Company (International) Inc.

Dear Members of the Assembly and Mayor Bremner:

As you are aware, The North West Company (International) Inc. ("NWCI") is seeking the approval of State of Alaska's Alcohol & Marijuana Control Board ("AMCO") to transfer Package Store License No. 1264 from Yakutat Adventures, LLC. We anticipate that this matter will again be taken up before AMCO during its regularly scheduled meeting on August 18, 2020.

In anticipation of that meeting, NWCI would like to address certain concerns that were raised by the Borough Assembly of the City and Borough of Yakutat ("City") in its letter of protest, dated June 8, 2020 ("Protest"). Pursuant to AS 04.11.480 and 3 AAC 304.145, the local governing body has the opportunity to protest the license application, or recommend that a license be issued, renewed, relocated, or transferred with conditions. In its Protest, the City has determined that the transfer is not in the best interests of the community of Yakutat based on four specific reasons, that I will address more thoroughly below. Suffice it to say, as the manager of Alaska Operations for NWCI, I can assure you that with a long history of operating package store licenses throughout rural areas of Alaska, NWCI believes that all of the City's stated concerns can be successfully mitigated and managed and will actually benefit the community as a whole. As such, NWCI welcomes the opportunity to again address these issues before the Assembly, in a workshop setting or other format that serves the needs of the community, so that we may work collaboratively and proactively to address your concerns.

As a prelude to that conversation, NWCI has the following comments and observations regarding the City's four (4) points of Protest:

**City Concern No. 1 - Proximity to Town and Schools:**

NWCI understands that the City is concerned with the proximity of its proposed store location to the town center, area schools and other sensitive community features.

In this regard, Alaska Statute 04.11.410 places a restriction upon the location of a package store license within a building that has a public entrance within 200 feet of a

school ground or a church, and measured by the shortest pedestrian route from the outer boundaries of the school ground or public entrance of the church building.

The City's Protest raises the concern that the proposed store location will be within 350 yards of a daycare center and within 450 yards of an elementary/high school. Assuming for the sake of argument that these estimated distances are accurate, the proposed location meets the statutory requirements of being more than 200 feet from either of these two school locations. Further, there is no restriction on the proximity of the proposed store location to a senior center contained within the provisions of AS 04.11.410.

As you know, NWCI currently operates a local grocery store in the same location as the proposed package store would be located. For obvious reasons it makes sense that the package store would also operate out of this location with the appropriate and necessary modifications made to protect the community interests and comply with local and state laws. NWCI is requesting that the City reconsider its decision to protest on this basis because the proposed location meets or exceeds the statutory requirements that are currently in place.

**City Concern No 2 - Proximity to Local Gathering Place:**

NWCI recognizes that its proposed location for this package store license is within what is currently a central gathering point for the community, which provides various commercial goods and services. There is no local ordinance or state statute being violated that restricts this location. Again, this location was chosen because it is a building that is already owned by NWCI, which obviously makes sense from a business standpoint. It is not uncommon that a grocer will also provide its patrons with access to alcoholic beverages within the same four corners of the business footprint, but with separate entrances and necessary restrictions put into place.

As a good corporate citizen and member of the community, NWCI is also well aware that just because a decision makes good business sense, it does not mean that it makes good overall sense in the face of other community concerns. Here, the City's concerns regarding the normalization of alcohol consumption for children is certainly an issue that is worthy of discussion. NWCI has considered these concerns in its proposed location layout and design which is why the package store entrance would be located upstairs, away from common pedestrian traffic and behind a nondescript entrance door. To the casual observer, a single door with frosted window covering would look innocuous and certainly not something that would trigger a curious young mind to associate with alcohol consumption. NWCI is eager to discuss other common-sense measures that the City believes can further insulate and protect that community's children and young families, and would request that the City reconsider its protest on this basis.

### **City Concern No 3 - Restriction on Year-Round Operations:**

If the proposed location is approved and the transfer application granted, it is true that NWCI intends to operate the package store as a retail business through the entire year, as opposed to seasonal use. While the City interprets this normal and customary use of a package license as a negative, such use does not violate any state or local laws. Rather, NWCI is providing a product to a community, demand for which will dictate whether or not year-round operation is appropriate. NWCI would urge the City to reconsider its Protest on this basis as it appears to do nothing more than impose a limitation on free trade that is wholly inappropriate under the circumstances.

### **City Concern No 4 - Business Competition:**

Further to the point regarding limitations on free trade, the City's final point of protest seems to be a direct attack on the concept of supply and demand and free business enterprise. The free market should be the metric by which supply and demand are gauged rather than the City's preconceived notation that "there is not enough business in the community for two licenses."

It is completely inappropriate, and legally perilous, for a governmental entity to limit a company's ability to engage in free trade simply because the City seeks to protect a competing business interest with which it has close personal connections. There is no question that members of the City have direct conflicts of interest on this point, recognizing such during prior meetings. These conflicts do not simply disappear because one person abstains from a vote. The undue influence of the direct financial conflicts permeates the entire administrative process.

It is abundantly clear that the City's basis for this protest point are rooted in a desire to preserve the ability of YCC, Inc. to give back to the community in the form of monetary donations. It is also clear that the City is using its statutory power of protest, pursuant to AS 04.11.480, to prevent a rival business from impacting these financial interests. NWCI strongly urges the City to reconsider such a blatant misuse of its governmental powers and to treat the NWCI business in a fair and equitable manner, as is required by law.

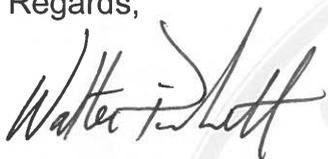
To the extent that the City views the presence of NWCI as negatively impacting community involvement and support, please understand that NWCI considers itself a member of the local community in a number of important ways. First, NWCI provides local employment opportunities and training in retail sales, supply chain, operations and customer service. These opportunities provide for the members of the community directly, allowing for better employment stability and job security. Second, NWCI prides itself on being a strong corporate partner for the good of the community, working with community leaders to provide better services and products to meet the unique needs of rural Alaska. Finally, NWCI consistently works to improve the customer experience and to provide a safe a secure location where patrons are cared for and appreciated. NWCI has a long history of working with local and state authorities to ensure customer safety

and to provide training on the importance of alcohol safety and proper regulatory compliance.

In conclusion, NWCI has long been a member of the local community and seeks to continue that relationship in a productive and meaningful way. We take the City's Protest concerns very seriously and believe strongly that all of the City's concerns, as stated, are capable of being addressed and mitigated such that the businesses may move forward in complement to one another, rather than competition. We see no reason why these concerns cannot be discussed and a resolution reached prior to the upcoming AMCO board meeting August 18, 2020.

Please consider this our formal request that the City reconsider its pending Protest and our invitation to meet and discuss ways that the City's concerns can be addressed.

Regards,



Walter Pickett



5



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**Borough Manager's Report  
October 1, 2020**

**TONIGHT:** A request to approve CARES Funding for the YSD. Three assembly approvals to sign leases: ACS/ATT extension lease extension for the new internet installation by Cordova Wireless, approval to insure YTT for the new police cars that are used by YPD & approval to sign the R&M engineering contract for the Cares bathroom at the boat harbor. Surplus vehicles for sale, Vote to allow non-completive bidding for storage Cares Ambulance storage building,

**Administration**

- Work continues on harbor moorage fee compliance, and water/sewer payments.
- The BDO audit is complete for FY21
- CARES money for Yakutat businesses went out in September.

**Public Works**

**Road Maintenance**

- CBY road grading continues as needed, with roads in good condition.

**Water/Sewer**

- Water testing is done the monthly.
- Fire hydrants are being fix

**Boat Harbor**

**Planning**

- Vote to allow the sale of timber (54 acres at the CBY landfill).

**Parks, Recreation and Trails**

- Roadside trash pickup has been completed on borough roads and in parks and neighborhoods.
- Fire hydrants repairs.
- Community Garden roof is on and running water is now available.

**Public Safety /Fire Dept. & EMS**

**Other Activity**

- Public Safety Building foundation and parking lot repair is ongoing
- Cares projects are on going and updated
- Forest Service and CBY jointly cleaned Cannon Beach September 22nd

Jon Erickson EdD  
City and Borough Manager  
PO Box 160  
Yakutat, AK 99689  
Office (907) 784-3323 x103 Cell (907) 254-3826

A handwritten signature in black ink, appearing to read "Jon Erickson". The signature is fluid and cursive, with a long horizontal stroke at the end.

8.1 + 8.2

**Sponsored by:**

Jon Erickson, Borough Manager

**Introduced:**

10-01-2020

**Public Hearing Date:**

10-01-2020

**Date of Approval:**

CITY AND BOROUGH OF YAKUTAT  
EMERGENCY ORDINANCE 20-677

A NON CODE EMERGENCY ORDINANCE APPROPRIATING THE SUM OF TWENTY SIX THOUSAND NINE HUNDRED FORTY ONE DOLLARS AND NO CENTS (\$26,941.00) FROM THE BOROUGH'S CARES ACT SPECIAL REVENUE FUND TO THE YAKUTAT SCHOOL DISTRICT.

WHEREAS, the Yakutat Borough has been allocated the amount of \$1,579,859.03 from funds received by the State of Alaska under the Coronavirus Aid, Relief, and Economic Security (CARES) Act and appropriated those funds pursuant to Assembly Ordinance #2020-676; and

WHEREAS, the Yakutat School District has now submitted a request for funds related to the ongoing public health emergency, in the amount set out in Attachment A hereto, and the Assembly wishes to provide those funds.

THEREFORE, BE IT ENACTED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF YAKUTAT, ALASKA as follows:

**Section 1.** **Codification.** This is a budget ordinance and shall not be codified.

**Section 2.** **Purpose.** The purpose of this Emergency Ordinance is to appropriate funds from the Borough's CARES Act Special Revenue Fund to the Yakutat School District.

**Section 3.** **Substantive Provisions:**

1. The Assembly hereby appropriates from the CARES Act Special Revenue Fund the amount of Twenty Six Thousand Nine Hundred Forty One Dollars and No Cents (\$26,941.00) to the Yakutat School District, to be used by the District for costs and expenses incurred in responding to and planning for the covid-19 public health emergency.

2. This amends Ordinance #2020-676, Section 3, paragraph G, by reducing that appropriation to \$43,059.

3. Additional funding to the Yakutat School District, as necessary and needed to address the unanticipated costs of the covid-19 public health emergency, is hereby approved, up to a cumulative amount not exceeding \$70,000, to be reallocated from unspent funds from the appropriations set out in paragraphs A through S of Ordinance #2020-676.

**Section 4. Severability.** If any provision of this ordinance or any application to any person or circumstance is held invalid, the remainder of this ordinance and the application of other persons or circumstances shall not be affected.

**Section 5. Effective Date.** This Ordinance shall be effective immediately upon adoption.

PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

CITY AND BOROUGH OF YAKUTAT, ALASKA

\_\_\_\_\_  
CINDY BREMNER  
MAYOR

\_\_\_\_\_  
ALFREDO MUNOZ JR.  
BOROUGH CLERK

YakCode\Ord285



RECEIVED

SEP 24 2020

CITY & BOROUGH  
YAKUTAT

## Yakutat School District

District Office (907) 784-3317

Fax (907) 784-3446

City & Borough of Yakutat

429 Forest Hwy.

P.O. Box 429

Yakutat, Alaska 99689

Dr. Jon Erickson  
Borough Manager  
P.O. Box 160  
Yakutat, Alaska 99689

Dear Dr. Erickson:

As the superintendent of the Yakutat School District, I am submitting this letter to request financial assistance for additional supplies and human capital due to COVID-19. As you are aware, Yakutat School District currently has Ninety-seven (97) students enrolled in the district and this year we have incurred some unusual expenses due to COVID-19. The items listed below are for supplies we have had to purchase on a continuous bases because our students require certain items for health and safety in the school environment. The list of school supplies and equipment are listed below:

1. Disposable masks- \$3,000.00
2. Hand sanitizer - \$2,500.00
3. Crayons - \$500.00
4. Acrylic Sneeze Guard Desktops-\$4,530
5. Electrostatic Sprayer - \$4,000.00
6. Signage and tape for social distancing - \$2,000.00
7. Clorox Disinfecting Wipes - \$2,500.00
8. Mobile handwashing sink for Kindergarten \$2,000.00
9. Water bottles for all students-\$500.00
10. Water jugs with spout, 5 gallons -\$500.00
11. Doorbell for school due to building being locked -\$250.00
12. Part-time custodian 20 hours a week for 3 months-\$4,661.00

I am requesting \$26,941.00 to cover reoccurring orders related to COVID-19.

Thank you for your consideration.

Sincerely,

Patricia Hutcherson, Ph.D.  
Superintendent  
Yakutat School District  
Yakutat, Alaska 99689

Sponsored by: Jon Erickson, Borough Manager  
Introduced: 08-06-2020  
Public Hearing Date: 08-20-2020  
Date of Approval: 08-20-2020

**CITY AND BOROUGH OF YAKUTAT, ALASKA  
ORDINANCE 20-676**

AN ORDINANCE APPROPRIATING CARES ACT FUNDING IN THE AMOUNT OF \$1,579,859.03, RECEIVED BY THE BOROUGH THROUGH THE STATE OF ALASKA, DEPARTMENT OF COMMERCE, COMMUNITY, AND ECONOMIC DEVELOPMENT CORONAVIRUS RELIEF FUND.

WHEREAS, the Yakutat Borough has been allocated the amount of \$1,579,859.03 from funds received by the State of Alaska under the Coronavirus Aid, Relief, and Economic Security (CARES) Act; and

WHEREAS, on June 25, 2020, the Borough Assembly authorized receipt of those funds under Resolution #20-333; and

WHEREAS, those funds will be distributed by the State in three payments, as follows:

- (1) \$840,456.53
- (2) \$369,701.25
- (3) \$369,701.25

WHEREAS, the first payment has already been received, and the second and third payments will be distributed to the Borough once the Borough expends 80% of the preceding payment; and

WHEREAS, these funds may be used to assist the Borough in addressing the substantial and on-going expenses of municipal operations that have been and will be incurred due to the COVID-19 outbreak, and to provide economic support in connection with this public health emergency, including the provision of grants to small businesses that have suffered negative impacts due to COVID-19.

THEREFORE, BE IT ENACTED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF YAKUTAT, ALASKA as follows:

**Section 1.** **Codification.** This is a budget ordinance and shall not be codified.

**Section 2.** **Purpose.** The purpose of this Ordinance is to appropriate CARES Act funding received, in the amount of \$1,579,859.03.

**Section 3.** **Substantive Provisions:**

The CARES Act funding shall be transferred into and distributed from the Borough's CARES Act Special Revenue Fund. The Assembly hereby appropriates the municipal

CARES Act funding received, in the amount of \$1,579,859.03, at the time that the funds become available and are distributed to the Borough, to be used as follows:

A. \$400,000 is appropriated for economic relief grants, including the Small Business Economic Relief Grant Program per the policy outlined in Resolution #20-340.

B. \$240,000 is appropriated for an ambulance, shipping, and related technical consultant.

C. \$100,000 is appropriated for a storage building for ambulance.

D. \$200,000 is appropriated for Boat Harbor wash station/bathroom/shower.

E. \$40,000 is appropriated for Community Garden wash station/bathroom.

F. \$15,000 is appropriated for pressure washer trailer.

G. \$70,000 is appropriated for health clinic contribution.

H. \$30,000 is appropriated for Tech-Ops to improve telework capabilities for public safety employees.

I. \$155,976 is appropriated to repay the Borough for payroll expense, includes benefits, for public safety employees from March 1, 2020 thru June 30, 2020.

J. \$54,298 is appropriated to repay the Borough for payroll expense, includes benefits, for CBY employees doing COVID-19 mitigation and response work March 1, 2020 thru June 30, 2020.

K. \$64,885 is appropriated for payroll expense, includes benefits, for public safety employees projected for the period of July 1, 2020 thru November 30, 2020.

L. \$20,000 is appropriated for payroll expense, includes benefits, for CBY employees doing COVID-19 mitigation and response work projected for the period July 1, 2020 thru November 30, 2020.

M. \$21,000 is appropriated to repay the Borough for BDO major program procedures related to CARES act funding, planning procedures for audit, and for work related to CARES funding calculations, including the small business economic relief grant program.

N. \$29,000 is appropriated for BDO for CARES act/federal single audit.

O. \$15,279 is appropriated to repay the Borough for Heideman Law Offices for March 1, 2020 thru June 30, 2020, COVID-19 legal services.

P. \$19,721 is appropriated for Heideman Law Offices for COVID-19 legal services projected for the period July 1, 2020 thru November 30, 2020.

Q.. \$79,700 is appropriated to repay the Borough for purchase of waste burner for

CBY Landfill.

R. \$5,000 is appropriated for COVID-19 supplies.

S. \$20,000 is appropriated for pandemic-related economic analysis and recovery.

T. If less than the appropriated amount is spent on any item specified above, the unspent amount can be reallocated to any another use set out in paragraphs A through R. Any remaining balance is to remain in the Special Fund for additional COVID-19 related expenses through additional appropriation by the Borough Assembly.

**Section 4. Severability.** If any provision of this ordinance or any application to any person or circumstance is held invalid, the remainder of this ordinance and the application of other persons or circumstances shall not be affected.

**Section 5. Effective Date.** This Ordinance shall be effective immediately upon adoption.

PASSED AND APPROVED THIS 20<sup>TH</sup> DAY OF AUGUST, 2020.

CITY AND BOROUGH OF YAKUTAT, ALASKA

*C. Bremner*

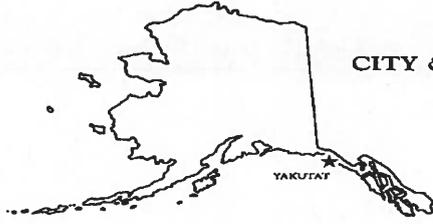
CINDY BREMNER  
MAYOR

*Alfredo Munoz Jr.*  
ALFREDO MUNOZ, JR.  
BOROUGH CLERK



YAKCODE\ORD284b

8.3



**CITY & BOROUGH of YAKUTAT**

P.O. Box 160  
Yakutat, Alaska 99689  
Phone (907) 784-3323  
Fax (907) 784-3281

**CITY AND BOROUGH OF YAKUTAT, ALASKA  
RESOLUTION 20-341**

**A RESOLUTION DESIGNATING CERTAIN BOROUGH OWNED PROPERTY FOR SALE, AND DESIGNATING THE TERMS AND CONDITIONS OF SAID SALE.**

WHEREAS, the Borough Assembly has determined that the personal property described below, and owned by the Borough, is not currently required for municipal purposes, and may be sold.

BE IT RESOLVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF YAKUTAT, ALASKA as follows:

**SECTION 1:** The property identified below is hereby designated as property not currently required for municipal purposes, and shall be sold by the Borough, subject to the following terms and conditions.

**SECTION 2:** Each item of personal property listed below shall be sold separately. Said properties shall be sold by sealed bid to the highest responsible bidder, as authorized by CCBY 7.24.010 and 7.16.110. The minimum bid price is set forth below. The Assembly determines that this disposition is in the public interest.

**SECTION 3:** The bid opening shall be conducted publicly at the Borough Offices, during regular business hours, by the Borough Manager or the Manager's designee. The date and time of the bid opening, and the due date, time and manner for bid submission, shall be established by the Manager or the Manager's designee, and notice of same given in the manner set forth in CCBY 7.16.040(4).

**SECTION 4:** At the time of the bid opening, the purchaser, or his or her legal representative, shall, immediately upon being declared the highest responsible bidder, sign a Sale Agreement in substantially the form as attached hereto, whereby he or she agrees to purchase the property for the bid price, and further agrees to all other terms and conditions set forth therein. Signatures transmitted by facsimile or email are fully effective for all purposes.

**SECTION 5:** The purchaser shall pay the full bid price to the Borough within 30 days of the date of the bid opening, in cash or by cashier's check, failing which the purchaser shall have no further rights whatsoever to purchase the property. Once the full bid price is paid, the Borough shall sign over the property to the purchaser. The purchaser is prohibited from taking possession of the property until the full bid price is paid, and shall thereafter promptly remove the property from Borough property.

**SECTION 6:** Both individuals and business entities are eligible to participate in the sale; however any individual participating must be eighteen (18) years of age or older as of the date of the bid opening. A bid submitted by an ineligible individual shall be void, and the individual shall not be entitled to purchase the property regardless of the outcome of the bid opening.

**SECTION 7:** The property is sold "as is, where is", in its current condition. THE PURCHASER ACKNOWLEDGES THAT THE BOROUGH IS MAKING NO GUARANTY, WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE KIND, SIZE, QUALITY, DESCRIPTION, MERCHANTABILITY, PROFITABILITY, OR CONDITION OF ANY SALE PROPERTY OR ITS FITNESS FOR ANY USE OR PURPOSE, AND ANY APPLICABLE STATUTORY OR OTHER WARRANTY IS EXPRESSLY DISCLAIMED BY THE BOROUGH AND WAIVED BY PURCHASER. The purchaser agrees that it has had full opportunity to inspect and evaluate the sale property prior to the sale, that it has entered into this agreement relying solely upon information and knowledge obtained from purchaser's own investigation and/or inspection of the sale property, and that by taking possession of the property, purchaser shall be deemed to have accepted same as being suitable for its use and to accept all risks, obvious or hidden, arising from its possession, ownership and use. The purchaser further agrees that it has not relied upon any representations of the Borough to induce purchaser to purchase the sale property.

**SECTION 8:** The purchaser hereby expressly agrees that the Borough shall not incur any liability of any kind whatsoever in connection with the property being sold, and purchaser hereby waives and releases the Borough from any claim, liability or cause of action whatsoever, of any kind or nature, that results from or occurs in connection with the sale property or the use, inability to use, possession, storage, or ownership thereof, including without limitation any claim arising out of any failure or defect in the sale property, loss of the property, or injury or illness or death relating to the property. The purchaser shall defend and indemnify the Borough and hold it, and its officers, agents and employees, harmless from and against every claim, charge, demand, liability, loss, cost, expense and cause of action whatsoever (including attorney fees) of any kind and nature, by whomever and however asserted, whether arising out of contract, tort, statute, or otherwise, in law or in equity, against or incurred by the Borough arising or alleged to have arisen out of, or in any way related to or connected with, the property being sold or any act or omission of any party in connection with the property.

**SECTION 9:** If a property is not purchased at the sale, or if the successful bidder fails to comply with the requisites of Section 5, a property may thereafter be available for sale by the Borough, with no further public notice required, on an over-the-counter basis, in the manner provided for under CCBY 7.16.180(3)-(6).

**SECTION 10:** The Manager, or the Manager's designee, is authorized to sign, on behalf of the Borough, the documents contemplated herein.

PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2020.

\_\_\_\_\_  
MAYOR CINDY L. BREMNER

ATTEST:

\_\_\_\_\_  
Alfredo Munoz Jr., Borough Clerk

**Property Description:**

2001 Chevrolet Silverado 1500 4WD 2 Door Truck  
VIN #: 1GCEK14W31Z260006

**Minimum Bid:**

\$250.00

**Property Photo:**



**2001 Chevrolet Silverado 1500 4WD 2 Door Truck**

**Property Description:**

Dodge W30 Fire Truck  
VIN#: W31BF4S052312

**Minimum Bid:**

\$250.00

**Property Photo:**



**Dodge W30 Fire Truck**

### Agreement regarding Sale of Property

1. Upon the following terms and conditions, and those set out in Resolution 20-341 of the City and Borough of Yakutat, the City and Borough of Yakutat (Borough) hereby agrees to sell and convey, and \_\_\_\_\_ (Purchaser) agrees to purchase and accept, the following described the following described sale property:

2. The sale price is \$ 250.00. This amount is to be paid by the Purchaser to the Borough within thirty days of the bid opening, in cash or by cashier's check. Purchaser shall have no right to possession of the property until the full bid price is paid. If the Purchaser fails to timely and fully tender the bid price to the Borough, any funds which have been previously paid by Purchaser to the Borough are forfeited, the Purchaser shall have no further rights to the sale property whatsoever, and the Borough is free to sell the sale property without notice to Purchaser.

3. The Purchaser expressly agrees to remove the sale property from Borough property immediately upon payment of the full bid price.

4. The sale property is sold "as is, where is", in its current condition. THE PURCHASER ACKNOWLEDGES THAT THE BOROUGH IS MAKING NO GUARANTY, WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE KIND, SIZE, QUALITY, DESCRIPTION, MERCHANTABILITY, PROFITABILITY, OR CONDITION OF THE SALE PROPERTY OR ITS FITNESS FOR ANY USE OR PURPOSE, AND ANY APPLICABLE STATUTORY OR OTHER WARRANTY IS EXPRESSLY DISCLAIMED BY THE BOROUGH AND WAIVED BY PURCHASER. The Purchaser agrees that it has had full opportunity to inspect and evaluate the sale property prior to the sale, that it has entered into this agreement relying solely upon information and knowledge obtained from Purchaser's own investigation and/or inspection of the sale property, and that by taking possession of the property, Purchaser shall be deemed to have accepted same as being suitable for its use and to accept all risks, obvious or hidden, arising from its possession, ownership and use. The Purchaser further agrees that it has not relied upon any representations of the Borough to induce Purchaser to purchase the sale property.

5. The Purchaser hereby expressly agrees that the Borough shall not incur any liability of any kind whatsoever in connection with the sale property, and Purchaser hereby waives and releases the Borough from any claim, liability or cause of action whatsoever, of any kind or nature, that results from or occurs in connection with the sale property or the use, inability to use, possession, storage, or ownership thereof, including without limitation any claim arising out of any failure or defect in the sale property, loss of the property, or injury or illness or death relating to the property. The Purchaser shall defend and indemnify the Borough and hold it, and its officers, agents and employees, harmless from and against every claim, charge, demand, liability,

loss, cost, expense and cause of action whatsoever (including attorney fees) of any kind and nature, by whomever and however asserted, whether arising out of contract, tort, statute, or otherwise, in law or in equity, against or incurred by the Borough arising or alleged to have arisen out of, or in any way related to or connected with, the sale property or any act or omission of any party in connection with the property.

Purchaser:

Name of Purchaser: \_\_\_\_\_ (Please Print)

Signature of Purchaser: \_\_\_\_\_

Date: \_\_\_\_\_

Seller: The City and Borough of Yakutat

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

8.4

**CITY AND BOROUGH OF YAKUTAT, ALASKA  
RESOLUTION 20-342**

A RESOLUTION APPROVING THE DIRECT SALE OF STANDING TIMBER TO YAK TIMBER, INC.

WHEREAS, the Borough owns real property containing standing timber, located near or adjacent to the Yakutat Landfill; and

WHEREAS, the standing timber needs to be cleared from the area in order to allow for necessary future expansion of the Landfill; and

WHEREAS, the real property on which the timber is standing is referred to as Unit 1 within Yak Timber, Inc.'s Detailed Plan of Operations, located within Section 29, T27S, R34E, C.R.M., and constitutes approximately 54 acres; and

WHEREAS, the Borough had conducted a timber cruise for the area to locate and estimate the quantity of timber, and that cruise demonstrated that the property contains approximately 600 mbf of timber; and

WHEREAS, it is not likely that the volume or value of Borough timber in Unit 1 is sufficient, on its own, to attract companies into the area to log; and

WHEREAS, Yak Timber, Inc. is currently conducting other logging operations in the area, and the Borough Assembly, pursuant to Ordinance 19-659, previously authorized the Borough Manager to negotiate directly with Yak Timber, Inc. for the sale of the timber; and

WHEREAS, Yak Timber, Inc. has offered to purchase the standing timber for the purchase price of Six Thousand Dollars and No Cents (\$6,000.00); and

WHEREAS, the Borough Planning and Zoning Commission has considered this proposed direct sale, and provided its recommendation to the Borough Assembly; and

WHEREAS, the Borough Assembly considers it advantageous to sell the timber by direct sale under CCBY 7.16.065, without competitive bidding; and

WHEREAS, the Borough Assembly finds that the proposed sale price represents a full and fair value for the timber .

THEREFORE, BE IT RESOLVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF YAKUTAT, ALASKA as follows:

**SECTION 1:** The direct sale to Yak Timber Inc. (YTI) of the standing timber located in Unit 1 of the following real property is hereby approved. This conveyance is determined to be advantageous to the Borough:

Township 27, Range 34, Meridian C.R.M., portion of Section 29, containing approximately 54 acres (as more fully demonstrated on the Vicinity Map attached to YTI's Plan of Operations, a copy of which is attached hereto).

**SECTION 2:** The purchase price for the standing timber is \$10.00 per mbf, for a total of Six Thousand Dollars and No Cents (\$6,000.00), payable to the Borough by YTI prior to commencement of YTI's activities on the property.

**SECTION 3:** This is a one-time timber harvest only, operations must be conducted in full accordance with the Detailed Plan of Operations, and YTI's clearcutting and timber removal operations must be fully completed by November 30, 2020. It is YTI's sole responsibility to properly site its operations and ensure that timber is cut only from the property herein referenced.

**SECTION 4:** The timber is sold "as is, where is", in its current condition. The Borough expressly makes no representations regarding, and disclaims any liability for, the timber including without limitation the quantity, quality, condition and location of the timber.

**SECTION 5:** Upon receipt of the full purchase price, the Borough Manager is authorized to execute, on behalf of the Borough, contract documents in form approved by the Borough Attorney.

PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2020.

\_\_\_\_\_  
Cindy Bremner, Mayor

ATTEST:

\_\_\_\_\_  
Alfredo Munoz Jr., Borough Clerk

Reso095



CITY & BOROUGH of YAKUTAT

P.O. Box 160  
Yakutat, Alaska 99689  
Phone (907) 784-3323  
Fax (907) 784-3281

RECEIVED

SEP 23 2020

CITY & BOROUGH  
YAKUTAT

Application for Direct Sale of Borough-Owned Property (CCBY 7.16.065)

**Applicant Information:**

Name: Yak Timber INC.

Mailing Address, with City, State and Zip Code: PO Box 236

Yakutat, ALASKA 99689

Physical Address, with City, State and Zip Code: 301 Watertank

Road Yakutat, AK 99689

Email address: Madams@national-capital.com

907 784-3007 Home Phone      ( ) 907 784-3008 Work Phone      707 350-5085 Cell Phone

1. Legal description of borough-owned ~~property~~ <sup>Timber Rights one time Harvest onl.</sup> proposed for direct sale:

Township 27 Range 34 Meridian CM Section 29  
<sup>Portion of M-24</sup>  
Timber Rights

2. Assessed or Appraised Value of ~~property~~ proposed for direct sale, if direct sale to be made under CCBY 7.16.065(A)(1) (value must be under \$15,000):

\$ 6,000.00 If appraised value, copy of appraisal must be attached.  
\$ 10.00 Per thousand x 600 ~~sq~~ mbs. = \$ 6,000.00

3. Description of access, topography or other like matters which restrict development or sale of the property, if direct sale to be made under CCBY 7.16.065(A)(2). Copy of applicant's deed for directly adjacent property must be attached:

Please SEE Yakutat Dump Detailed Plan of  
Operations (attached) Summary Report

Marvin L Adams

Signature of Applicant:

Printed Name of Applicant: Marvin L. Adams

Dated: 09/22/2020

**MEMORANDUM**  
**DEPARTMENT OF NATURAL RESOURCES**

**State of Alaska**  
**DIVISION OF FORESTRY**  
**Southeast Area Office**

**TO:** Kate Kanouse  
Habitat Biologist  
Department of Fish and Game

**DATE:** September 22, 2020

Jon Wendel  
Environmental Specialist  
Department of Environmental Conservation

**FILE:** NSE 20-03 (01)

**PHONE:** 225-3070

**SUBJECT:** Transmittal of Forest  
Practices Notification Materials

**FROM:** Mindy Byron *MB*  
Admin Assistant

Attached is a notification of operation from Yak Timber Inc. for timber harvest and road construction activity near Yakutat. Yak Timber is requesting an expedited review. Joel Nudelman and Greg Albrecht have visited the site and have confirmed that there are no streams within the unit.

The 30-day notification review period will expire on the date shown below:

**30-DAY EXPIRATION:** October 20, 2020

**UNIT NUMBERS:** UNIT 1  
**UNIT ACRES:** 54.3

**ROAD NUMBERS:** 1002  
**MILES OF ROADS:** 0.75

In order to meet the requirements of AS 41.17.090, we must receive written recommendations from you by **October 10, 2020**. If I do not receive a reply from you by October 10<sup>th</sup>, we will notify the operator no later than October 21, 2020 that they may commence operations but must comply with the regulations of your department.

cc: Greg Albrecht, Fish and Game, Juneau  
Joel Nudelman, Alaska Division of Forestry, Juneau  
Marvin Adams, Yak Timber Inc., Yakutat  
Martin Wicklund, Sound Forest Resource Management, LLC, Tenino, WA  
Jon Erickson, City and Borough of Yakutat



STATE OF ALASKA  
DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF FORESTRY

NOTICE OF OPERATIONS  
DETAILED PLAN OF OPERATIONS SUMMARY

Notice is given to the commissioner that an operation will be conducted on the lands described below and the completed maps attached, (AS 41.17.090). (Print or type)

Operator: Yak Timber Inc.  
(Entity Responsible for Field Operations)

Operator's authorized representative: Marvin Adams  
(Contact Person)

Operator's authorized representative signature: *Marvin Adams* 09/21/2020 \*  
(DATE)

Operator's representative address:  
747 Ocean Cape Rd

<u>Yakutat</u>	<u>AK</u>	<u>99689</u>
City	State	Zip Code

LEGAL DESCRIPTION OF OPERATING AREA

Township: 27 Range: 34 Meridian: CM  
Section(s): 29

NEAREST TOWN/ VILLAGE: Yakutat

ESTIMATED STARTING DATE: 9/21/2020

ESTIMATED COMPLETION DATE: 12/31/2020

VOLUME TO BE HARVESTED: 596 MBF

TYPE OF ACTIVITY: Clearcut

State of Alaska  
Received

NSE 20-03  
YAK TIMBER CBY

SEP 21 2020

Div. Forestry, Ketchikan



STATE OF ALASKA  
DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF FORESTRY

NOTICE OF OPERATIONS  
DETAILED PLAN OF OPERATIONS

Operation name: Yakutat Dump  
Name of nearest USGS named geographical landmark: Yakutat  
Previously assigned DPO #: \_\_\_\_\_

Operator: Yak Timber Inc.  
(Entity Responsible for Field Operations)  
Print authorized representative's name: Marvin Adams  
Authorized representative's signature: [Signature]  
Address: 747 Ocean Cape Rd, Yakutat, AK 99689  
Telephone: (907) 350-3085 Fax: \_\_\_\_\_  
E-mail: madams@national-capital.com

Timber owner: City and Borough of Yakutat  
Print authorized representative's name: John Erickson  
Authorized representative's signature: [Signature]  
Address: PO Box 160, Yakutat, AK 99689  
Telephone: (907) 784-3323 ext. 103 Fax: \_\_\_\_\_  
E-mail: manager@yakutat.ak.us

Landowner: Same as Timber owner  
Print authorized representative's name: \_\_\_\_\_  
Authorized representative's signature: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
E-mail: \_\_\_\_\_

**INFORMATION ON CORPORATION, LIMITED PARTNERSHIPS, GENERAL PARTNERSHIPS, OR JOINT VENTURES**

Information has been previously submitted to the Division of Forestry and there have been no changes in any of the business relationships or key personnel.

Is this statement true?  Yes  No

If "no", complete and submit Page(s) 1 and 2 of Supplemental Information Form "A".

**Official Use Only**

REGION/AREA: <u>Southeast</u>	30 DAY ENDING DATE: <u>October 20, 2020</u>	RECEIVED BY: <u>MB</u>
----------------------------------	--	---------------------------

Form 10-41-34 (Rev. 03/09/17)

2

State of Alaska  
Received

NSE 20-03  
YAK TIMBER CBY

SEP 21 2020

Div. Forestry, Ketchikan



**NOTICE OF OPERATIONS**  
**DETAILED PLAN OF OPERATIONS**  
**MAP SPECIFICATIONS**

Attach a USGS quadrangle or similar **Vicinity Map**, at a 1:63,360 scale (1 inch = 1 mile) suitable for black and white duplication on 8 1/2"x11" paper which clearly shows the area of operations, a north arrow and if available, the legal subdivisions defining the area.

In addition to the above Vicinity Map, the items listed below are required to be identified on a **Detailed Plan of Operations Map** (11 AAC 95.220(a)(3)). The plan map should have the following areas identified or estimated if conditions exist that might influence their final location. If any of the items are missing without adequate explanation, this notification will be considered **incomplete**. The 30-day review period will not begin until this DPO is submitted in a complete form. The detailed map of operations should be readily reproducible in black and white in a standard size format. However, large formats or colored maps are acceptable if needed for clarity. If more than one sheet is required to adequately show operations, provide matchlines or reference each as a set of drawings i.e. Sheet 1 of 4, etc. Submit four (4) copies of your operation plan map.

Adequately label notable topographic features on each map ( i.e. water bodies, etc.).

Does your **operation map** identify the following items? If "no" explain why.

	Yes	No	Explanation /notes
Road Types			
Permanent	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Temporary	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Winter road	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	N/A
Roads to be closed	<input type="checkbox"/>	<input checked="" type="checkbox"/>	N/A
Inactive roads	<input type="checkbox"/>	<input checked="" type="checkbox"/>	N/A
Material extraction sites	<input checked="" type="checkbox"/>	<input type="checkbox"/>	If necessary
End-haul sites and spoil deposit areas	<input checked="" type="checkbox"/>	<input type="checkbox"/>	If necessary
Areas of unstable soil conditions	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Unit boundaries	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Yarding methods and landing areas	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Classified surface water locations	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Stream crossings and drainage structures	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Proposed activities in riparian areas	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Sort yard and solid waste sites	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Log transfer or barge facility	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Housing facilities, fuel storage	<input type="checkbox"/>	<input checked="" type="checkbox"/>	N/A
Section, township and meridian lines	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
North arrow, scale bar, plan date	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

NSE 20-03  
YAK TIMBER CBY

State of Alaska  
Received

SEP 21 2020

Div. Forestry, Ketchikan





**NOTICE OF OPERATIONS**  
**DETAILED PLAN OF OPERATIONS**  
**HARVEST & SILVICULTURAL**  
**CHARACTERISTICS**

If the silvicultural activities in multiple units share a similar location, topographic characteristics and management treatments, list them on this page as a group. If the characteristics of the units are different, list each unit on a separate page. Attach additional detail pages as necessary to describe the activity. The following information should adequately describe the activity's potential to effect resources deemed important to the State in the Alaska Forest Resources and Practices Act and Regulations.

UNIT IDENTIFICATION(S): Unit 1

Which of the following best describes the unit's topography?

Relatively Flat  Uniform Hillside  Irregular or Complex Slopes

What percent of the unit occupies slopes greater than 67%? 0

TYPE OF ACTIVITY:

Clearcut  Partial Cut  Salvage  Other (Specify) \_\_\_\_\_  
 Precommercial Thinning  Chemical Application  Commercial Thinning

FOR REGION II OR III - SEASON OF HARVESTING

Winter harvest only  
 Non-winter harvest only  
 All-season harvest

CUTTING METHODS:

Chainsaw  Feller-buncher  Whole Tree Processor  Other \_\_\_\_\_

YARDING METHODS:

Cable Yarding  
Type:  High Lead  Skyline  Other \_\_\_\_\_

Ground Skidding

Type:  Crawler Tractor  Rubber Tired Skidder  Shovel  
Will forwarders or other off-road methods be used?  YES  NO

Helicopter  Other (Specify) \_\_\_\_\_

Will the activity be done by the:  operator  operator's contractor  
If "contractor", has the contractor been copied this plan of operations?  YES  NO

Name of contractor: \_\_\_\_\_

List the roads or other means required for the access and removal of this timber from the landowner's property. Yakutat Dump Rd, Rd 1002, Forest Hwy 10, FDR 9951

Form 10-41-34 (Rev. 03/09/17)

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Div. Forestry, Ketchikan



**DETAILED PLAN OF OPERATIONS**  
**ROAD ACTIVITY**  
**SUMMARY SHEET**

Complete the following summary of road actions for all submitted areas.

Road Label	Road Miles	Type of Activity*	Units Along Road	Sec	TWP	RG	Actual Layout? Y or N
1002	0.75	Hauling	Unit 1	21,28,29	27S	34E	Y
							Y
							Y
							Y
							Y
							Y
							Y
							Y
							Y
							Y
							Y
							Y
							Y
							Y
							Y

TOTAL MILES OF NEW CONSTRUCTION: 0 \_\_\_\_\_

\* i.e. new construction, closure, reconstruction, etc.

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**NOTICE OF OPERATIONS**  
**DETAILED PLAN OF OPERATIONS**  
**WATER AND SOIL QUALITY CHARACTERISTICS**

Is there evidence of previous mass soil movement or surface erosion on the proposed road route or in the unit? If so, where and what methods will you employ to minimize additional soil movement in the future due to your activity?

None

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List each known or suspected classified stream (11AAC 95.265) that will be crossed with a road:

Stream Label	Stream Type	Road Label and Location Description	Type of Structure Proposed	Site visit Request? Yes/ No
None				Yes
				Yes

*(Show the location(s) on the operation map and label them appropriately.)*

List each unit that abuts or encompasses known or suspected classified waters:

Unit Label	Stream Type	Stream Label	Variation Requests			Site visit Request? Yes/ No
			None	Attached	Later	
None			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Yes
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Yes
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Yes
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Yes

*(Show the location(s) on operation map and label them appropriately.)*

Detail operational activities that you plan to perform within the riparian areas of classified waters (11 AAC 95.265), such as stream crossings, road ROW, skyline corridors, tail-holds, yarding, etc. Show the location(s) on the operation map.

None

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**NOTICE OF OPERATIONS**  
**DETAILED PLAN OF OPERATIONS**  
**REFORESTATION COMMITMENT**

Regeneration of forested land is required within a specified time frame for each Region by the Alaska Forest Resources and Practices Regulations. See Sections 11 AAC 95.375, .380 and .385 for information on landowner's responsibilities. **Operators in Regions II and III must fill out Supplemental Sheet "C"** unless the operation is part of a land use conversion or the landowner requests an exemption from reforestation requirements

DOF may approve an exemption from the reforestation standards if the landowner can demonstrate to the satisfaction of the Area Forester that:

1. The stand is significantly composed of insect and disease-killed, wind thrown, fire killed, or fatally damaged trees;
2. The land will be converted to another use in accordance with 11 AAC 95.200; or
3. The stand will have a residual amount of trees that meet the minimum standards set out in 11 AAC 95.375(b) (3) and (4).

Landowner requests an exemption from reforestation under 11 AAC 95.375(g). Submit supporting documentation as per the Alaska Forest Resources and Practices Regulations or as directed by the Division of Forestry.

Landowner requests a variation from reforestation standards under 11 AAC 95.375(c). Submit documentation of pre-harvest stocking and distribution as per the Alaska Forest Resources and Practices Regulations or as directed by the Division of Forestry.

Land use conversion (include a letter to the Division of Forestry stating the nature of the conversion, i.e. commercial, residential, agriculture or recreational land use).

**REGENERATION METHOD**

**Region I**

Landowner will be artificially regenerating the site.  
Species and source of seedlings or seed:  
Date of proposed artificial planting:

Landowner will rely on natural regeneration of the site in Region I.  
*In Region I, skip to SITE PREPARATION METHOD on page 12.*

**Region II or III**

Landowner will be artificially regenerating the site.  
Species and source of seedlings or seed:  
Date of proposed artificial planting:

Landowner will rely on natural regeneration of the site in Region II or III. In these regions, please provide known information on the following indicators of suitability for natural regeneration. If a box is checked "no," please explain in the "Notes" box on page 12. N/A means "not applicable."

Yes   No   N/A   Unknown

**Seedbed and soil conditions suitable for natural regeneration**

- |                          |                          |                          |                          |   |
|--------------------------|--------------------------|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Moss layers are shallow ( $\leq 4"$ ) or absent   |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Where birch or spruce regeneration is targeted, exposed mineral soil will exist on at least 25% of the harvest area and is well-distributed across the unit |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Where aspen regeneration from suckering is targeted, root damage will be minimal and soil exposure will encourage warming.                                  |

Yes   No   N/A   Unknown

**Seed/vegetative reproduction sources available**

- |                          |                          |                          |                          |  |
|--------------------------|--------------------------|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Exposure to prevailing winds, if known   |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Adequate seed trees exist within 3 tree heights of the reforestation site for spruce or within 2 tree heights for birch  |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Where spruce regeneration is targeted, large seed crop in year prior to harvest or current year  |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Where vegetative reproduction is targeted, the harvest area contains sufficient, well-distributed paper birch, aspen, balsam poplar, western black cottonwood, red alder, or other species known to regenerate vegetatively as approved by the Division. |

Yes   No   N/A   Unknown

**Competition and infestation risk**

- |                          |                          |                          |                          |   |
|--------------------------|--------------------------|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <i>Calamagrostis</i> (bluejoint grass) is not visually evident. If <i>Calamagrostis</i> is visually evident, describe abundance and distribution. <u>Note:</u> <i>Calamagrostis</i> coverage of more than 1-2% distributed across the site indicates that grass coverage may expand rapidly after harvest without treatment.  |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <i>Equisetum</i> (horsetail) is present prior to harvest  |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | The site is not currently subject to intense herbivory due to peaks in the hare cycle, dense moose populations, or scarcity of browse in the surrounding landscape.   |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Existing stands are not infested with bark beetles ( <i>Dendroctonus</i> or <i>Ips</i> )  |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Where spruce regeneration is targeted, harvest areas are free of known incidence of <i>Onnia tomentosus</i> root rot. <u>Note:</u> <i>tomentosus</i> can kill regeneration of spruce and, to a lesser degree, pine and larch. If <i>tomentosus</i> is present, describe the extent of the problem in the "Notes" box on page 12. Design reforestation to minimize continuation or spread of the disease |

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**Notes:**  
Site will be naturally regenerated by adjacent mature SS/WH forest. Successful regeneration is expected due to small size of harvest area and close proximity to mature forest.

**Note:** If likely competition or other factors indicate challenges for natural reforestation, prompt reforestation through site preparation and/or artificial regeneration is recommended to ensure success and minimize costs.

Landowner requests an extended period for natural regeneration under 11 AAC 95.375(d)(6)

**SITE PREPARATION METHOD**

What method of site preparation will be used? If different types of preparation methods are to be used in the notification area, attach adequate detail to define their location.

N/A

When will site preparation be accomplished? N/A





**NOTICE OF OPERATIONS  
 DETAILED PLAN OF OPERATIONS  
 SUPPLEMENTAL INFORMATION FORM "B"  
 MINING RECLAMATION ACT CERTIFICATION**

This page of the Operations Plan need only be filed once a year for a particular operation area if all statements on this form are applicable to subsequent notifications during the current calendar year. Silvicultural operations according to Sec 27.19.050 of the Mining Reclamation Act are exempted from bonding and annual reclamation plan filing where less than five acres and less than 50,000 cubic yards of gravel or other materials are disturbed or removed at one location in any year and there is a cumulative disturbed area of less than five acres at one location.

Pursuant to 11 AAC 97.250, Yak Timber Inc. \_\_\_\_\_ certifies that:  
 [Company Name]

1. With respect to any material site to be established or operated in the current operating year that lies within the operating area covered by operations titled Yakutat Dump \_\_\_\_\_, DPO \_\_\_\_\_
  - a. the total acreage and volume of the material to be mined from each material site are within the limits set out in AS 27.19.050(a)(2);
  - b. Yak Timber Inc. \_\_\_\_\_ will reclaim all acreage required to be rehabilitated under 11 AAC 95.325; and  
 [Company Name]
  - c. Yak Timber Inc. \_\_\_\_\_ in compliance with the rehabilitation [Company Name] measures required under 11 AAC 95.325 will constitute the reclamation measures to be used to reclaim the total area mined; and
  
2. With respect to any material site established or operated in any prior year that lies within the operating area covered by this plan of operations:
  - a. the area and volume mined from each material site are within the limits set out in AS 27.19.050(a)(2); and
  - b. each material site is in compliance with 11 ACC 95.325

Dated: \_\_\_\_\_

Yak Timber Inc. \_\_\_\_\_  
 [Company Name]

By: *Amir I. Odum* \_\_\_\_\_ \*

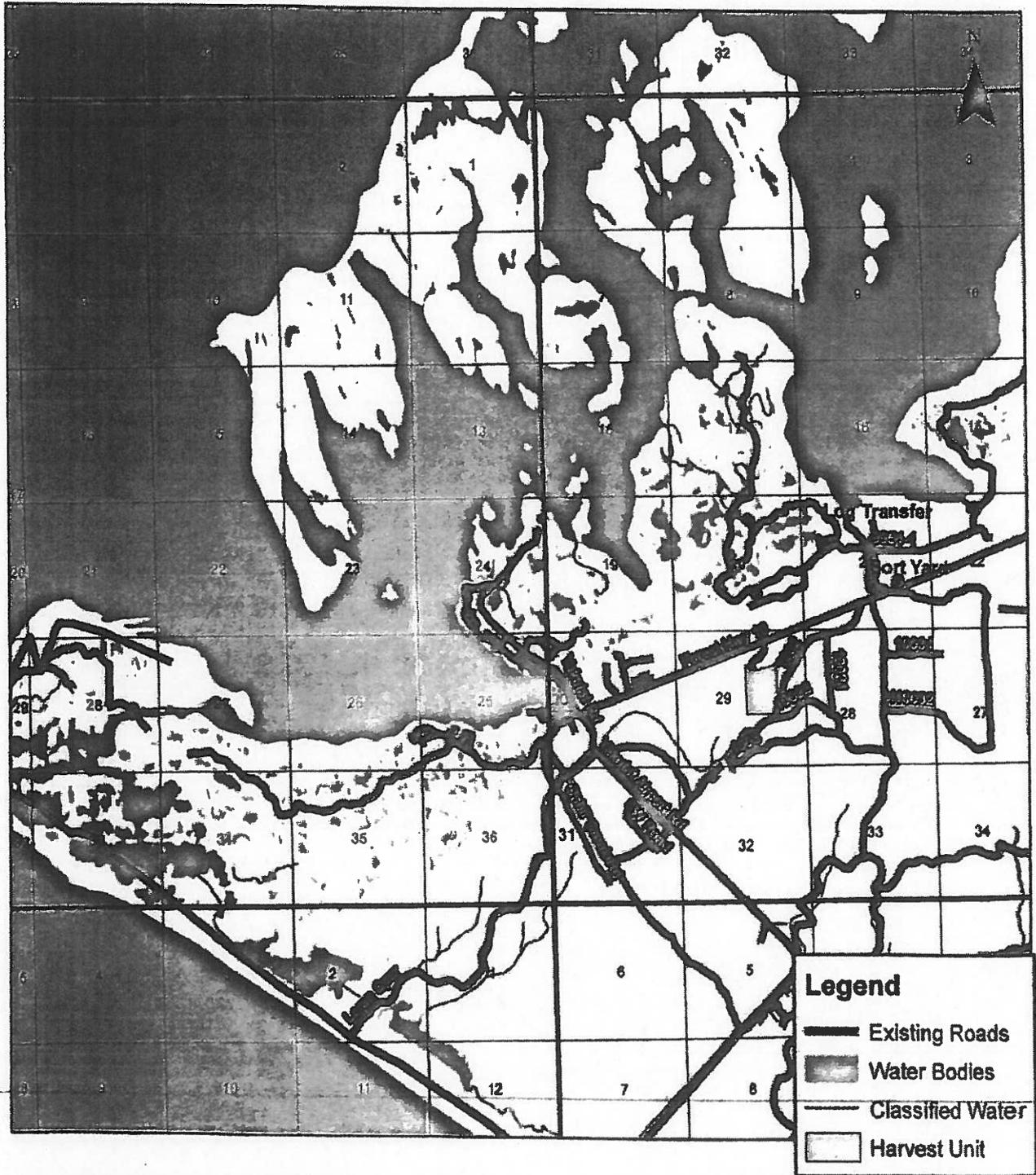
Title: CEO \_\_\_\_\_

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NSE 20-03  
 YAK TIMBER CBY

SEP 21 2020

Vicinity Map for Yakutat Dump Harvest  
 Owner: City and Borough of Yakutat  
 Operator: Yak Timber Inc.



Prepared by Sean Jeronimo for  
 Sound Forest Resource Management, LLC  
 s.jeronimo@soundfrm.com

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0 2,450 4,900 9,800 Feet

1 inch = 5,280 feet

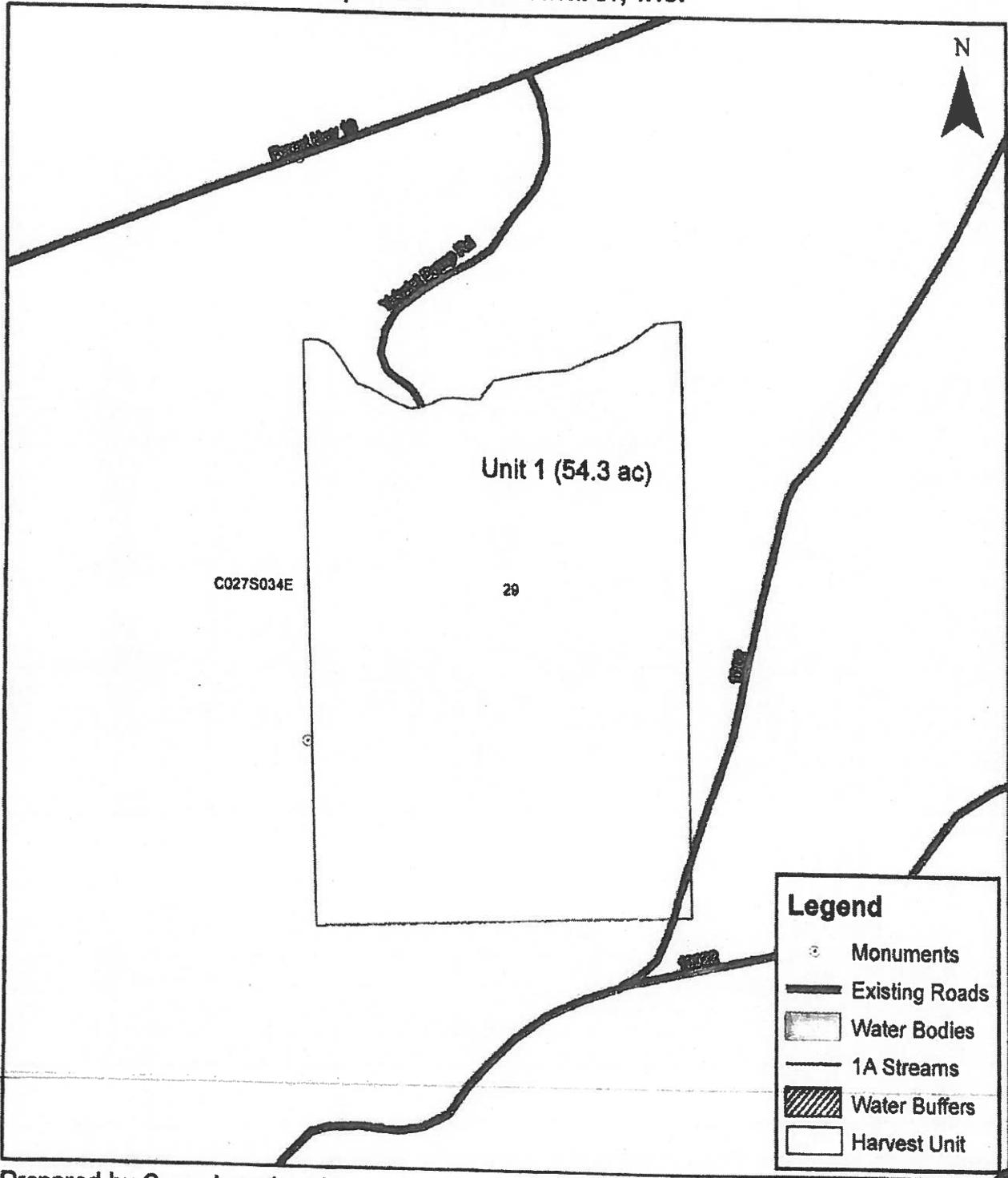
09/16/2020

SEP 21 2020

Div. Forestry, Ketchikan

NSE 20-03  
 YAK TIMBER CBY

Harvest Map for Yakutat Dump Harvest  
 Section 29 T 27S R 34E, CM  
 Owner: City and Borough of Yakutat  
 Operator: Yak Timber, Inc.



Prepared by Sean Jeronimo for  
 Sound Forest Resource Management, LLC  
 s.jeronimo@soundfrm.com

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0 215 430 860 Feet  
 1 inch = 440 feet

SEP 21 2020

09/16/2020

Div. Forestry, Ketchikan

NSE 20-03  
 YAK TIMBER CBY

**This is the section of the CCBY that will guide the Planning Commission recommendation:**

**7.16.065 Direct sales of borough properties.**

A. Notwithstanding the provisions of 7.16.040 and where the Assembly considers it advantageous to the Borough, the Assembly may dispose of borough-owned real property not held for a public purpose by direct sale to a qualified buyer, without a bidding process, where 1) a property has an assessed or appraised value which does not exceed Fifteen Thousand Dollars (\$15,000); or 2) the Assembly finds that the potential buyers of a property are limited to owners of directly adjacent properties due to access, topography or like matters which otherwise restrict development or sale of the borough-owned property, provided that all directly adjacent owners shall be provided written notice of a potential sale.

B. The sale price of any borough-owned property sold hereunder must equal or exceed the most current assessed or appraised value for the property, and the sale price must be paid in full to the Borough at the time of conveyance.

C. Application for a direct sale shall be made to the Borough Planner on forms provided by the Borough. An application shall be reviewed first by the Borough Planning and Zoning Commission, and the Commission's recommendation conveyed to the Assembly.

**STATE OF ALASKA**  
**DEPARTMENT OF ENVIRONMENTAL CONSERVATION**  
410 Willoughby Avenue  
Juneau, AK 99811

**SOLID WASTE DISPOSAL PERMIT**

Permit No. **SW3A133-25**

Date Effective: May 13, 2020

Date Expires: May 12, 2025

The Alaska Department of Environmental Conservation (ADEC), under authority of AS 46.03 and 18 AAC 60, issues a solid waste disposal permit to:

**City and Borough of Yakutat**  
**P.O. Box 160**  
**Yakutat, AK 99689**

and designated representatives for the management and operation of a Class III community landfill. This landfill is authorized to accept less than 5 tons per day of municipal solid waste (MSW), ash, and construction and demolition debris. This facility may also collect household hazardous waste (HHW), scrap metal, white goods, and recyclables for backhaul, and operate a salvage area.

The landfill is located on an 80-acre site in Section 29, Township 27 South, Range 33 East, Copper River Meridian. The landfill is owned and operated by the City and Borough of Yakutat.

The permit holder shall manage and operate the facility in accordance with:

- Title 18, Chapter 60 of the Alaska Administrative Code (18 AAC 60); and
- ADEC Class III Landfill Permit Application dated April 2, 2020 and Operations Plan dated June 3, 2014

In addition, the following permit conditions are required:

**Specific Conditions**

1. Maintain clearly legible signs at the entrance to the landfill with the name of the landfill, landfill owner and operator, landfill hours, prohibited wastes, and emergency contact information.
2. Prohibit disposal of medical waste, asbestos-containing materials, used oil, oily waste, polluted soil, hazardous waste, lead-acid batteries, polychlorinated biphenyls (PCBs), and bulk liquids (greater than 1 gallon).
3. Prior to lighting the burn unit, remove household hazardous waste, ammunition, gas canisters, large metals, large plastic or rubber items, and any other materials that might cause a hazard or black smoke.
4. Operate all burn units in accordance with 18 AAC 50.065 Air Quality Control.
5. Any burning of solid waste at the landfill or in a designated burn area must be conducted as follows:
  - a. Prevent Landfill Fires and Wildfires
    - i. PROHIBIT BURNING OF WASTE ON THE GROUND or at the working face.

- ii. The permit holder is responsible for any fire that escapes the landfill perimeter and may be subject to associated penalties.
  - iii. No burning may be conducted during any statewide closure<sup>1</sup> or local burn suspension without approval from your Area DNR Division of Forestry<sup>2</sup> office – (907) 356-5511.
  - iv. Clear brush, trees, and dead vegetation within a 50-foot boundary surrounding the landfill.
  - v. Maintain a firebreak 10 feet wide down to mineral soil around the burn unit and any staging area for hot ash.
- b. Operations
- i. Contain and control any burning of waste. All burning must be conducted in the constructed burn unit.
  - ii. Only the operator (or designee) may ignite a fire at the landfill.
  - iii. The operator (or designee) must be present at the landfill AT ALL TIMES during any burning, from ignition through the end of the burn.
  - iv. Fire suppression equipment must be available at the landfill (or burning area) during any burn.
  - v. Only burn during favorable weather conditions with wind blowing away from the community. Do not burn in high winds that may blow ash or embers beyond the firebreak.
  - vi. Do not allow waste to smolder or create black smoke.
  - vii. Ensure that ash is completely cool before placing ash at the working face.
- c. Separate Waste Prior to Burning
- i. Do not burn household hazardous waste.
  - ii. Separate waste that should not be burned to the greatest extent practical before igniting the burn; dispose of non-burnable waste directly at the working face or stage for backhaul.
- d. Waste Storage
- i. Stage waste that is intended to be burned either in the inactive burn unit or at a location at least 25 feet from the burn unit.
  - ii. Ensure that waste is kept as dry as possible through the use of a cover or dry storage facility.
6. Maintain a designated working face (dumping area) at the landfill. Consolidate and compact waste regularly to keep the working face manageable and reduce infiltration of water.
  7. Cover waste with a minimum of 6 inches of soil at regular intervals as needed to control attraction of wild and domestic animals, windblown litter, fire, and odor. Cover any areas that do not receive waste for 90 days with at least 12 inches of soil material. Grade cover to prevent water from ponding.
  8. Pick up litter or improperly disposed waste in and around the facility in a timely manner and place it into the active cell.
  9. Do not dispose of waste in water. Remove any waste that is disposed in water and place it at the working face, or an appropriate dry area. Work to grade the surfaces of the landfill so water does not create ponds.

<sup>1</sup>Burn closure and suspension information is available at: <https://dnr.alaska.gov/burn/fireareas>.

<sup>2</sup>The Division of Forestry website is accessible at: <http://forestry.alaska.gov/>.

10. All snow must be removed from the disposal area before the spring thaw. Snow removed from the disposal area must be stored in an area that will prevent the melting snow from coming in contact with waste. Litter that remains after the snow melts must be picked up and properly disposed.
11. Maintain a designated area for disposal of animal carcasses to be utilized if the burn unit is unable to incinerate them. In the disposal pit, dust carcasses with lime and cover, by the end of the day, with a minimum of 6 inches of soil to prevent attracting pets and wildlife.
12. Separate special wastes such as electronics, lead-acid batteries, and fluorescent bulbs from normal household waste and store them in an enclosed area so that they will not be damaged. When possible, transport these wastes out of the community to proper recycling/disposal facilities.
13. Keep the designated salvage area orderly and prohibit any salvaging within the active cell. Materials in the salvage area that do not have any further salvage or recycle value should be placed at the working face and buried or backhauled out of the community.
14. Remove refrigerant from vehicles, refrigerators, freezers and any other refrigerant-containing units prior to disposal or ship the items out of the community for proper disposal. Only a certified technician may remove refrigerants.
15. Complete a visual inspection of the landfill each month. Complete the Visual Inspection Checklist in Appendix A of the permit and retain the completed reports in the landfill operation record for at least 5 years.
16. Maintain a landfill operation record at the Yakutat Landfill office containing the ADEC permit application, current ADEC solid waste disposal permit, operator training records, previous inspection reports, current operations plan, monthly visual monitoring records, and as-built drawings.
17. Encourage landfill operators and pertinent staff to attend solid waste trainings such as RALO to ensure best management practices.
18. The permit application materials cited above must accompany this permit document for the landfill permit to be valid.

### **General Conditions**

1. Access and inspection - The Permittee shall allow the Commissioner or his representative access to the permitted facilities at reasonable times to conduct scheduled or unscheduled inspections or tests to determine compliance with this permit, State laws, and regulations.
2. Information access - Except for information relating to confidential processes or methods of manufacture, all records and reports submitted in accordance with the terms of this permit shall be available for public inspection at the State of Alaska, Department of Environmental Conservation, 410 Willoughby Avenue, Juneau, AK 99811.

3. Civil and criminal liability - Nothing in this permit shall relieve the Permittee from civil or criminal penalties for noncompliance, whether or not such noncompliance is due to factors beyond his control, including, but not limited to, accidents, equipment breakdowns, or labor disputes.
4. Availability - The Permittee shall post or maintain a copy of this permit available to the public at the disposal facility.
5. Adverse impact - The Permittee shall take all necessary means to minimize any adverse impacts to the receiving waters or lands resulting from noncompliance with any limitation specified in this permit, including any additional monitoring needed to determine the nature and impact of the noncomplying activity. The Permittee shall clean up and restore all areas adversely impacted by the noncompliance.
6. Cultural or paleontological resources - Should cultural or paleontological resources be discovered as a result of this activity, work which would disturb such resources is to be stopped, and the State Historic Preservation Office, Division of Parks and Outdoor Recreation, Department of Natural Resources, is to be notified immediately (907-269-8721).
7. Applications for renewal - In accordance with 18 AAC 15.100(d), applications for renewal or amendment of this permit must be made no later than 30 days before the expiration date of the permit or the planned effective date of the amendment.
8. Other legal obligations - The requirements, duties, and obligations set forth in this permit are in addition to any requirements, duties, or obligations contained in any permit that the Alaska Department of Environmental Conservation or the U.S. Environmental Protection Agency has issued or may issue to the Permittee. This permit does not relieve the Permittee from the duty to obtain any and all necessary permits and to comply with the requirements contained in any such permit or with applicable state and federal laws and regulations. All activities conducted by the Permittee pursuant to the terms of this permit and all plans implemented by the Permittee pursuant to the terms of this permit shall comply with all applicable state and federal laws and regulations.
9. Pollution prevention - In order to prevent and minimize present and future pollution, when making management decisions that affect waste generation, the Permittee shall consider the following order of priority options: waste source reduction; recycling of waste; waste treatment; and waste disposal.

This permit expires on **May 12, 2025** and may be revoked or amended in accordance with 18 AAC 60.260. The permit can be renewed if the facility will operate beyond this date. To avoid expiration of this permit, a renewal application must be submitted to ADEC at least 30 days before the expiration date, as set forth in 18 AAC 15.110.

  
\_\_\_\_\_  
Douglas Buteyn  
Northern/Southeastern Regional Manager

**APPENDIX A**  
**Yakutat Class III Landfill Visual Monitoring Form**

Inspector: \_\_\_\_\_

Weather Conditions: \_\_\_\_\_

Date: \_\_\_\_\_

Temperature: \_\_\_\_\_

Wind: \_\_\_\_\_

	Yes/No	Comments/Corrective Action
<b>Access Control:</b>		
Is access road in good condition?		
Is there litter on the road to the landfill?		
Is the entrance gate locked?		
Are fence and gate in good condition?		
<b>Landfill:</b>		
Are signs in good condition?		
Is waste deposited in designated area?		
Has the working face increased in size?		
Does part of the landfill need to be compacted, consolidated, and covered with cover material?		
Are there any household hazardous waste (HHW) items that need to be removed from working face?		
Is there excessive litter in the landfill?		
Is there excessive odor, noise or dust coming from the landfill?		
Is there any dumping in unauthorized areas?		
Is there any evidence of target shooting?		
Is there damage to the structural integrity of a containment structure, retaining wall, erosion control, or diversion structure?		
Is there evidence of fire or combustion in the working face (i.e. hot ash smoldering, smoke from the waste, etc.)?		

**APPENDIX A**  
**Yakutat Class III Landfill Visual Monitoring Form**

	Yes/No	Comments/Corrective Action
<b>Burning:</b>		
Is there evidence of open burning (on the ground)?		
Does the burnbox need to be emptied?		
Are the airways open to allow for a hotter burn?		
Is there evidence of prohibited items being burned?		
Does the burnbox need maintenance (door broken, etc.)?		
<b>Water Impacts:</b>		
Is there any standing water in the landfill?		
Has there been water in the landfill for more than 30 days?		
Are there signs of settlement, water ponding, leakage, thermal instability, frost action, or erosion?		
Are there signs of leachate outside the landfill? (Leachate is liquid that has passed through waste and contains harmful materials from the waste.)		
<b>Environmental Impacts:</b>		
Is there evidence of death or stress to fish, wildlife, or vegetation that might be caused by the landfill?		
Is there evidence of wildlife (birds, bears, etc.) in the landfill?		
<b>Permit:</b>		
Are there any violations of the permit's Specific Conditions?		
<b>Water Monitoring (if applicable):</b>		
Are there any signs of damage or potential damage to any of the monitoring devices?		

**Other Comments or Concerns:**

## **PACIFIC NORTHWEST FORESTRY LLC.**

1327 WHITEHOUSE AVE.

BUCKLEY, WA. 98321

PHONE: 360-402-6457

**TO:** Mr. Jon Erickson  
Borough and City of Yakutat manager

**RE:** Dump and Icy Bay timber cruise

**DATE:** July 10, 2019

Attached are the reports pertaining to the subject properties that you requested cruised.

### **ICY BAY:**

I utilized the provided SEALASKA GIS map acres as a basis. You will note that the State inholding was not included in the acreage calculations. To reflect timber type variation the subject was broken into three sub units based on recoverable volume. The total net acres of the subject are 247.30. SEALASKA sorts were used to cruise this parcel.

**Unit 1:** 155.8 acres      The unit has the highest volume per acre and can be completely depleted.

**Unit 2:** 27.1 acres      The unit contains area that may not be harvested due to relatively small  
size of      timber in pockets.

**Unit 3:** 64.4 acres      The unit contains area that may not be harvested due to relatively small  
size of      timber in pockets.

### **CITY DUMP:**

I utilized the map that you provided as a basis and it was determined that there are 54 unit acres. Per your instruction I did not cruise the road screen in front of the dump. Yak Timber sorts were used for this parcel.

Please call with any questions that you may have on the report format.

Sincerely,



Kim McConnell

**PACIFIC NORTHWEST FORESTRY LLC.**

1327 WHITEHOUSE AVE.

BUCKLEY, WA. 98321

PHONE: 360-402-6457

**BILLING FOR PROFESSIONAL SERVICES**

**TO: JON ERICKSON EdD**

**CITY AND BOROUGH MANAGER**

**YAKUTAT, ALASKA**

**JULY 10, 2019**

**BILLING FOR FIELD WORK, REPORTS, AND EXPENSE**

**YAKUTAT DUMP CRUISE**

**\$ 5,320.00**

**ICY BAY**

**\$ 4,000.00**

**ICY BAY AIR TRANSPORT**

**\$ 647.50**

**SUBTOTAL**

**\$ 9,966.50**

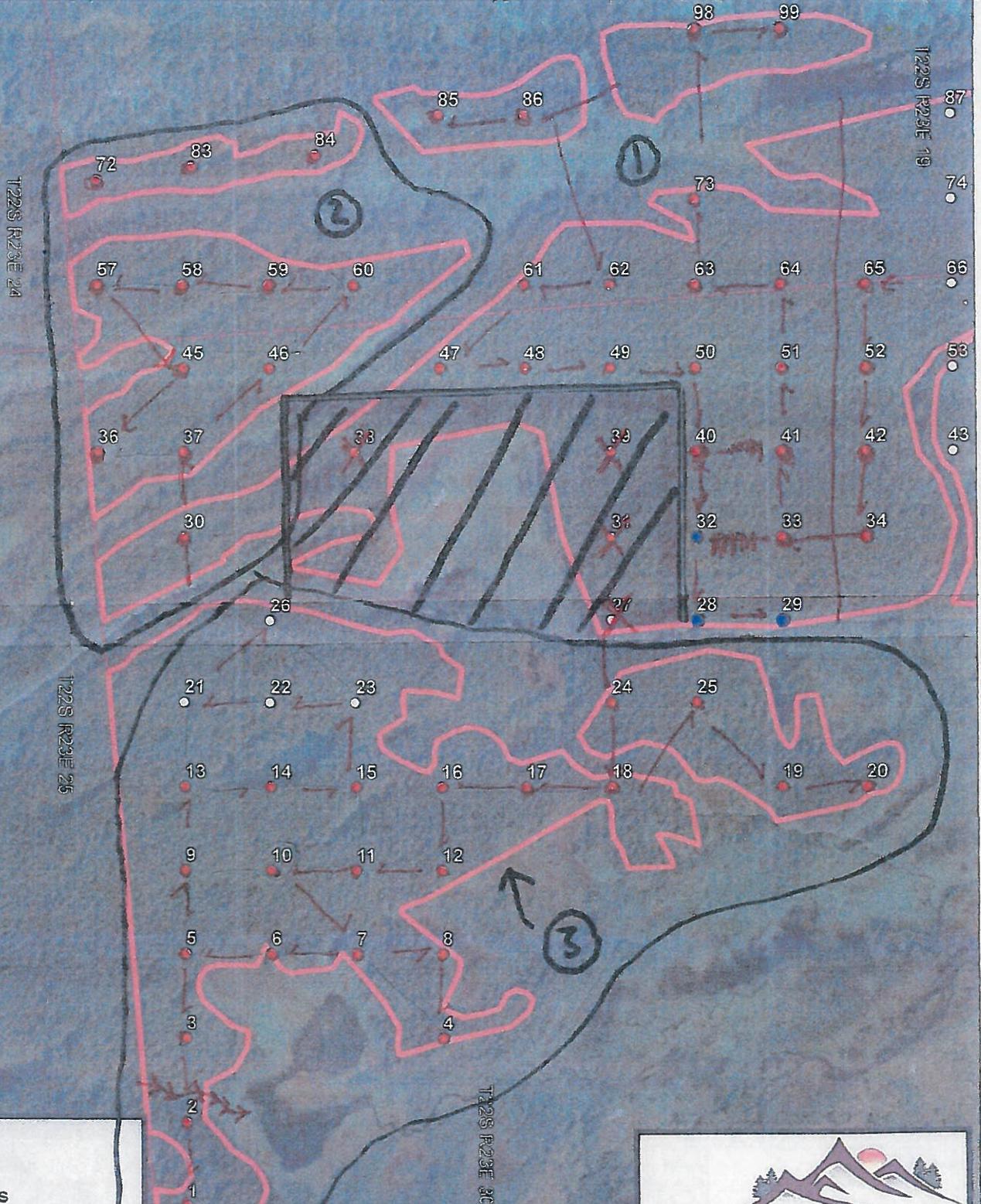
**TOTAL BILLING: \$ 9,966.50**

**THANK YOU - PACIFIC NORTHWEST FORESTRY LLC**

1 inch=521.8 feet  
KTNSHarp

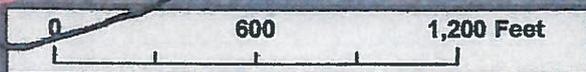
# Sealaska Timber Cruise

T22S R22E S19-32 CM



## Legend

- Plots
- Stand Boundaries
- PLSS Sections



1 inch=521.8 feet  
KTNSHarp

# Sealaska Timber Cruise

T22S R22E S19-32 CM



## Legend

- Plots
- Stand Boundaries
- ▭ PLSS Sections



PROJECT REPORT (FA)  
SPP, SORT, GRADE, LEN % - BDFT

PACIFIC NORTHWEST FORESTRY, LLC  
PROJECT SEALASKA  
Acres: 247.30  
T22S R22E S19 T0001 T22S R22E S19 T0002 T22S R22E S19 T0003

Plots 96 BFT:W PAGE 1  
Trees 253 CUB:1 DATE: 07/09/19  
TRACT: BOROUGH ICYBAY TIME: 06:31pm

		PCT BDFT / ACRE		TOT %BDFT/AC BY GROSS LEN.				AV BDFT/ LOGS					
SP	SORT	GRADE	BDFT GROSS	NET	MBF	12-19	20-25	26-34	35-40	LN	LOG	ACRE	
SS	CHINA	13"-19"	34 10232	10118	2502	1	0			99	38	320	32
SS	CHINA	8"-12"	40 12021	11876	2937	3	11	0		85	35	107	111
SS	CHINA	6"-7"	22 6772	6691	1655	4	38	1		57	30	46	145
SS	CHINA	20"+	4 1067	1056	261					100	38	884	1
SS	CULL	CULL		1554									
SS	TOTAL		100 31647	29741	7355	2	13	0		84	33	103	288
WH	CHINA	6"-7"	100	146	146	36		100		25	36		4
WH	CULL	CULL											
WH	TOTAL			146	146	36		100		25	36		4
PROJECT TOTAL			100 31793	29887	7391	2	13	0		84	32	102	292

PROJECT REPORT (KA)  
STATISTICS - UNSTRATIFIED

PACIFIC NORTHWEST FORESTRY, LLC	Plots	96	BFT:W	PAGE	1
PROJECT SEALASKA TRACT: BOROUGH ICYBAY	Trees	253	CUB:1	DATE:	07/09/19
TWP 22S RGE 22E SEC 19 TY 0001 AC 247.30	KM			TIME:	06:31pm
TWP 22S RGE 22E SEC 19 TY 0003					
PROJECT ACRES: 247.30	TOTAL TYPES:	3			

	PLOTS	TREES	TREES PER PLOT	ESTIMATED TOTAL TREES	PERCENT SAMPLE TREES
TOTAL	96	512	5.3		
CRUISE	48	253	5.3	64442	0.4
COUNT	45	259	5.8		
BLANKS	3				
100%					

STAND SUMMARY									
	SAMPLE TREES	TREES /ACRE	AVE D4H	BOLE LEN	BASAL AREA	GROSS BF/AC	NET BF/AC	GROSS CF/AC	NET CF/AC
SPRUCE	250	256.7	13.3	46	248.4	31302	29407	8083	7641
WHEMLOCK	3	3.9	9.6	31	2.0	140	140	43	42
TOTAL	253	260.6	13.3	46	250.4	31442	29547	8126	7684

	COEFF.		BASAL AREA/ACRE			# OF PLOTS REQ. - INF. POP.		
	VAR. %	S.E. %	LOW	AVE	HIGH	5%	10%	15%
SPRUCE	48.3	4.9	236.2	248.4	260.7			
WHEMLOCK	482.1	49.2	1.0	2.0	2.9			
TOTAL	48.2	4.9	238.1	250.4	262.7	93	23	10

	COEFF.		NET BF/ACRE			# OF PLOTS REQ. - INF. POP.		
	VAR. %	S.E. %	LOW	AVE	HIGH	5%	10%	15%
SPRUCE	53.8	5.5	27792	29407	31021			
WHEMLOCK	482.3	49.2	71	140	209			
TOTAL	53.8	5.5	27925	29547	31169	116	29	13

	COEFF.		NET CUBIC FT/ACRE			# OF PLOTS REQ. - INF. POP.		
	VAR. %	S.E. %	LOW	AVE	HIGH	5%	10%	15%
SPRUCE	52.0	5.3	7236	7641	8047			
WHEMLOCK	482.5	49.2	21	42	63			
TOTAL	52.0	5.3	7276	7684	8091	108	27	12

PROJECT REPORT (JA)  
 LOG STOCK TABLE - MBF-VOLUME

PACIFIC NORTHWEST FORESTRY, LLC      Plots    96    BFT:W    PAGE    1  
 PROJECT SEALASKA TRACT: BOROUGH ICYBAY    Trees    253    CUB:1    DATE: 07/09/19  
 TWP 22S RGE 22E SEC 19 TY 0003 AC    247.30 KM    TIME: 06:31pm

-----TOTAL VOLUME BY SCALING DIAMETER-----

SPC	SO	GR	LEN	MBF	0.0	5.0	7.0	9.0	12.0	14.0	16.0	18.0	20.0	22.0
					4.9	6.9	8.9	11.9	13.9	15.9	17.9	19.9	21.9	
SS	C	2	19	20						20				
	C	2	25	12							12			
	C	2	38	2471				14	650	606	663	239	298	
	C	3	19	92		3	10	73	5					
	C	3	25	328			35	202	91					
	C	3	26	15			7	7						
	C	3	38	2502		7	623	1463	324	86				
	C	4	16	6			6							
	C	4	19	58		40	18							
	C	4	25	622		275	308	39						
	C	4	26	19		19								
	C	4	35	123		44	79							
	C	4	38	827		360	431	37						
	C	Y	38	261									88	173
	CU	CU	4											
	CU	CU	6											
	CU	CU	7											
	CU	CU	8											
	CU	CU	9											
	CU	CU	10											
	CU	CU	11											
	CU	CU	12											
	CU	CU	13											
	CU	CU	15											
	CU	CU	16											
	CU	CU	17											
	CU	CU	18											
	CU	CU	19											
	CU	CU	20											
	CU	CU	22											
	CU	CU	24											
	CU	CU	26											
	CU	CU	28											
	CU	CU	30											
	CU	CU	36											
SS	TOTAL			7355		747	1517	1835	1070	712	675	239	386	173
WH	C	4	25	36		11	25							
	CU	CU	4											
WH	TOTAL			36		11	25							
TYPE	MBF	TOT.		7391		759	1541	1835	1070	712	675	239	386	173









TYPE REPORT (KC)  
STATISTICAL SUMMARY

PACIFIC NORTHWEST FORESTRY, LLC	Plots: 12	BFT:W	PAGE 1
PROJECT SEALASKA TRACT: BOROUGH ICYBAY	Trees: 25	CUB:1	DATE: 07/09/19
TWP 22S R6E 22E SEC 19 TY 0002 AC 27.10 KM			TIME: 06:31pm

	PLOTS	TREES	TREES PER PLOT	ESTIMATED TOTAL TREES	PERCENT SAMPLE TREES
TOTAL	12	50	4.2		
CRUISE COUNT	6	25	4.2	5700	0.4
BLANKS	6	25	4.2		
100%					

	STAND SUMMARY									
	SAMPLE TREES	TREES /ACRE	AVE D4H	BOLE LEN	REL DEN	BASAL AREA	GROSS BF/AC	NET BF/AC	GROSS CF/AC	NET CF/AC
SPRUCE	25	210.3	13.1	41		195.6	24371	23364	6167	5948
TOTAL	25	210.3	13.1	41		195.6	24371	23364	6167	5948

SD:1	COEFF.		TREES/ACRE			# OF PLOTS REQ. - INF. POP.		
	VAR. %	S.E. %	LOW	AVE	HIGH	5%	10%	15%
SPRUCE	62.9	18.2	172.2	210.3	248.5			
TOTAL	62.9	18.2	172.2	210.3	248.5	158	40	18

SD:1	COEFF.		BASAL AREA/ACRE			# OF PLOTS REQ. - INF. POP.		
	VAR. %	S.E. %	LOW	AVE	HIGH	5%	10%	15%
SPRUCE	62.9	18.2	160.1	195.6	231.2			
TOTAL	62.9	18.2	160.1	195.6	231.2	158	40	18

SD:1	COEFF.		NET BF/ACRE			# OF PLOTS REQ. - INF. POP.		
	VAR. %	S.E. %	LOW	AVE	HIGH	5%	10%	15%
SPRUCE	82.5	23.8	17799	23364	28928			
TOTAL	82.5	23.8	17799	23364	28928	272	68	30

SD:1	COEFF.		NET CUBIC FT/ACRE			# OF PLOTS REQ. - INF. POP.		
	VAR. %	S.E. %	LOW	AVE	HIGH	5%	10%	15%
SPRUCE	75.0	21.6	4660	5948	7235			
TOTAL	75.0	21.6	4660	5948	7235	225	56	25





TYPE REPORT (KC)  
STATISTICAL SUMMARY

PACIFIC NORTHWEST FORESTRY, LLC	Plots: 26	BFT:W	PAGE 1
PROJECT SEALASKA TRACT: BOROUGH ICYBAY	Trees: 72	CUB:1	DATE: 07/09/19
TWP 22S R6E 22E SEC 19 TY 0003 AC 64.40 KM			TIME: 06:31pm

	PLOTS	TREES	TREES PER PLOT	ESTIMATED TOTAL TREES	PERCENT SAMPLE TREES
TOTAL	26	138	5.3		
CRUISE	14	72	5.1	19959	0.4
COUNT	12	66	5.5		
BLANKS					
100%					

STAND SUMMARY										
	SAMPLE TREES	TREES /ACRE	AVE D4H	BOLE LEN	REL DEN	BASAL AREA	GROSS BF/AC	NET BF/AC	GROSS CF/AC	NET CF/AC
SPRUCE	72	309.9	12.1	42		249.2	27181	25049	7229	6728
TOTAL	72	309.9	12.1	42		249.2	27181	25049	7229	6728

	COEFF.		TREES/ACRE			# OF PLOTS REQ. - INF. POP.		
	VAR. %	S. E. %	LOW	AVE	HIGH	5%	10%	15%
SPRUCE	48.0	9.4	280.8	309.9	339.1			
TOTAL	48.0	9.4	280.8	309.9	339.1	92	23	10

	COEFF.		BASAL AREA/ACRE			# OF PLOTS REQ. - INF. POP.		
	VAR. %	S. E. %	LOW	AVE	HIGH	5%	10%	15%
SPRUCE	46.7	9.2	226.4	249.2	272.0			
TOTAL	46.7	9.2	226.4	249.2	272.0	87	22	10

	COEFF.		NET BF/ACRE			# OF PLOTS REQ. - INF. POP.		
	VAR. %	S. E. %	LOW	AVE	HIGH	5%	10%	15%
SPRUCE	56.4	11.1	22278	25049	27820			
TOTAL	56.4	11.1	22278	25049	27820	127	32	14

	COEFF.		NET CUBIC FT/ACRE			# OF PLOTS REQ. - INF. POP.		
	VAR. %	S. E. %	LOW	AVE	HIGH	5%	10%	15%
SPRUCE	53.6	10.5	6021	6728	7435			
TOTAL	53.6	10.5	6021	6728	7435	115	29	13

TYPE REPORT (JE)

LOG STOCK TABLE - MBF-VOLUME

PACIFIC NORTHWEST FORESTRY, LLC                      Plots     26    BFT:W     PAGE    1  
 PROJECT SEALASKA    TRACT: BOROUGH ICYBAY                      Trees     72    CUB:1     DATE: 07/09/19  
 TWP 22S RGE 22E SEC 19 TY 0003 AC                      64.40 KML                      TIME: 06:31pm

-----TOTAL VOLUME BY SCALING DIAMETER-----

SPC	SO	GR	LEN	MBF	0.0	5.0	7.0	9.0	12.0	14.0	16.0	18.0	20.0	22.0
					4.9	6.9	8.9	11.9	13.9	15.9	17.9	19.9	21.9	
SS	C	2	19	20						20				
	C	2	38	324				14	130	28	86	32	34	
	C	3	19	19			4	10	5					
	C	3	25	83			14	37	32					
	C	3	38	674			292	329	29	25				
	C	4	25	307		130	138	39						
	C	4	35	20		20								
	C	4	38	166		107	59							
	CU	CU	6											
	CU	CU	8											
	CU	CU	9											
	CU	CU	10											
	CU	CU	11											
	CU	CU	12											
	CU	CU	13											
	CU	CU	15											
	CU	CU	17											
	CU	CU	19											
	CU	CU	20											
	CU	CU	28											
SS	TOTAL			1613		256	507	429	196	73	86	32	34	
TYPE	MBF TOT.			1613		256	507	429	196	73	86	32	34	

PROJECT REPORT (FA)  
 SPP, SORT, GRADE, LEN % - BDFT

PACIFIC NORTHWEST FORESTRY, LLC  
 PROJECT YAKBOROU  
 Acres: 54.00

Plots: 54 BFT:W  
 Trees: 196 CUB:1  
 TRACT: YAKUTAT DUMP  
 T27S R32E S29 T0001

PAGE 1  
 DATE: 07/09/19  
 TIME: 10:12pm

SP	SORT	GRADE	PCT BDFT / ACRE			TOT %BDFT/AC BY GROSS LEN.				AV BDFT/ LOGS					
			BDFT	GROSS	NET	MBF	12-19	20-25	26-34	35-40	LN	LOG	ACRE		
SS	CHINA	SG	12"+	21	2249	2215	120		4			96	34	319	7
SS	CHINA	SG	8"-11"	32	3482	3418	185		7			93	34	87	39
SS	CHINA	SG	6"-7"	33	3511	3458	187		39	1		60	30	45	76
SS	UTILITY	UTILITY		14	1513	1490	80	34	54	13		22	26	26	57
SS	CULL	CULL			671										
SS	TOTAL			96	11425	10581	571	5	23	2		70	28	59	179
WH	CHINA	SG	12"+	9	49	42	2					100	35	146	
WH	CHINA	SG	8"-11"	38	188	177	10					100	35	95	2
WH	CHINA	SG	6"-7"	34	194	158	9		36			64	31	41	4
WH	UTILITY	UTILITY		18	94	85	5		39	27		33	29	34	3
WH	CULL	CULL			114										
WH	TOTAL			4	638	462	25		20	5		75	32	54	9
PROJECT TOTAL				100	12063	11043	596	5	23	2		70	28	59	188







10.1

**Amendment #1 to  
Memorandum of Agreement between  
The City and Borough of Yakutat and Yakutat Tlingit Tribe**

On February 25, 2019, the City and Borough of Yakutat ("the Borough") and Yakutat Tlingit Tribe ("YTT") entered into a Memorandum of Agreement ("MOA") regarding the provision of public safety services within the Borough and YTT's assistance in that effort through COPS Grant Application # 2019-C0065-AK-HE and AWARD #2019-HEWX0020, and other various grant funding available to it as a federally recognized Indian Tribe.

In furtherance of the MOA, YTT has now obtained title to three (3) law enforcement vehicles, one (1) law enforcement vessel, one (1) outboard motor and one (1) boat trailer, as further described in Section 1 below. YTT wishes to make this property available for use by the Borough, while retaining ownership and title, and the Borough wishes to utilize said property in its public safety efforts.

Accordingly, the parties agree as follows:

1. YTT shall deliver to the Borough, for its exclusive use, possession and control, the following described personal property:

2019 Chevrolet Tahoe 4WD Four Door SUV  
VIN #: 1GNSKDEC1KR391484

2019 Chevrolet Tahoe 4WD Four Door SUV  
VIN #: 1GNSKDEC2KR392644

2020 Chevrolet Tahoe 4WD Four Door SUV  
VIN #: 1GNSKFEC3LR244421

2020 SEAARK, MODEL 1872-JT  
Serial #: SOM45277C020

2020 Yamaha, MODEL F115JB  
Serial #: 6EKJ-1067935

2019 EZ LOADER Trailer, MODEL EZB 2800  
VIN #: 1ZETAHMC0KA004167

At all times, YTT remains the sole owner and holder of title to the property.

2. During the period of the Borough's exclusive use, possession, and control of the property, the Borough shall maintain automobile or other property insurance coverage insuring against damage, loss or destruction to the property and liability incurred as a result of the Borough's use and operation of the property. YTT shall be named as a loss payee for purposes of damage, loss or destruction to the property and as an additional insured on the liability portion of such policy(ies).

3. The Borough's liability to YTT for all matters involving or otherwise relating to the Borough's use, possession, and control of the property or the MOA (as amended herein), including but not limited to damage, loss or destruction of the property, shall be strictly limited to the proceeds of available insurance coverage under Section 2 above.

4. During the period of the Borough's exclusive use, possession and control of the property, the Borough shall, at its own expense, check and change engine oil as required. The performance of other necessary maintenance, and who will bear the cost of that maintenance, shall be discussed and agreed to between the parties.

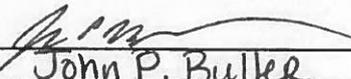
5. Either party may terminate this Amendment at any time as to any or all of the property by providing notice to the other. Upon termination, the specified property shall be returned to YTT in its then current condition, and the parties shall have no further obligations to each other in regard to that property. The limitations of paragraph 3 survive termination.

6. To the extent that this Amendment is inconsistent with paragraph IV(6) of the MOA, this Amendment shall govern. All other provisions of the MOA remain in full force and effect.

For The City and Borough of Yakutat

\_\_\_\_\_  
By: Cindy Bremner  
Its: Mayor  
Dated: \_\_\_\_\_

For The Yakutat Tlingit Tribe

  
\_\_\_\_\_  
By: John P. Bulker  
Its: President  
Dated: 8-27-2020

\_\_\_\_\_  
Amendment #1 to  
Memorandum of Agreement

August 26, 2020

10.2

R&M No. 2020.00

Jon Erickson, EdD  
City and Borough Manager  
P.O. Box 160  
Yakutat, AK 99689

RE: Small Boat Harbor Restroom Facility

Dear Mr. Erickson,

R&M Consultants, Inc. (R&M) is pleased to submit this proposal for providing the City and Borough of Yakutat (CBY) engineering services for the Small Boat Harbor Restroom Facility.

R&M understands that CBY has CARES Act funding for a new Harbor Restroom Facility. The funding opportunity expires at the end of the year therefore time is of the essence.

The facility as envisioned includes the follow features:

- An approximate 325 square foot, single story, stick framed building located near the existing harbor warehouse building.
- Two restrooms, one for each gender and ADA compliant.
- One shower stall that is ADA compliant.
- Space for one set of washer and dryer.
- A sewer line extension and connection to the new building. This may include the need for a small lift station.
- Potable water and electric connections.
- Heating via a fuel oil boiler.

In order to expedite the process we suggest breaking the project into two pieces; the sewer extension and the building. The sewer extension will be built using a force account through the City. We recommend a Construction Manager General Contractor (CMGC) approach for the building. Below is a preliminary schedule of initial events:

Milestone	Date
NTP	7/28/2020
R&M site visit	9/2/2020
10% design CMGC solicitation	8/10/2020
CMGC selection	9/10/2020
65% design	9/25/2020

The remaining part of the schedule will be outlined when more information becomes available.

Attached is a fee proposal and project agreement. Please let us know if you have any comments or questions.

Sincerely,

R&M CONSULTANTS, INC.



John Daley, PE  
Group Manager-Waterfront Engineering



R&M CONSULTANTS, INC.

9101 Vanguard Drive  
Anchorage, Alaska 99507

phone: 907.522.1707  
fax: 907.522.3403



**R&M CONSULTANTS, INC.**

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

<b>FIRM:</b> R&M	<b>PROJECT TITLE:</b>	<b>DATE:</b>
<b>Client:</b> CBY	Yakutat SB Harbor Restroom	8/26/2020

Task	Discipline	Task Description	Labor	Expenses & Subs	Task Fee
1.0	Engineering	Sewer and Water Design Assistance	\$ 15,312	\$ 662	\$ 15,974
2.0	Engineering	10% Concept for CMGC	\$ 10,032	\$ 2,200	\$ 12,232
3.0	Engineering	CMGC Design Completion	\$ 24,540	\$ 6,825	\$ 31,365
			\$ -	\$ -	\$ -
			\$ -		\$ -
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -

**Total** \$ **59,571**



**AGREEMENT BETWEEN OWNER AND R&M  
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of August 28, 2020 ("Effective Date") between City and Borough of Yakutat ("Owner") and R&M Consultants, Inc. ("R&M").

Owner's Project, of which R&M's services under this Agreement are a part, is generally identified as follows:  
Small Boat Harbor Restroom Facilities ("Project").

R&M's services under this Agreement are generally identified as follows:  
Provide a design of new harbor restroom facilities and a sewer line extension to service the new building.  
more particularly described in Appendix 1 attached hereto ("Services").

Owner and R&M further agree as follows:

**1.01 Basic Agreement and Period of Service**

- A. R&M shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, R&M shall furnish services in addition to those set forth above ("Additional Services").
- B. R&M shall complete its Services within the following specific time period:  
Final design and construction by December 30, 2020. If no specific time period is indicated, R&M shall complete its Services within a reasonable period of time.
- C. If, through no fault of R&M, such periods of time or dates are changed, or the orderly and continuous progress of R&M's Services is impaired, or R&M's Services are delayed or suspended, then the time for completion of R&M's Services, and the rates and amounts of R&M's compensation, shall be adjusted equitably.

**2.01 Payment Procedures**

- A. **Invoices:** R&M shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due R&M for Services, Additional Services, and expenses within 30 days after receipt of R&M's invoice, then (1) the amounts due R&M will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition R&M may, after giving seven days written notice to Owner, suspend Services under this Agreement until R&M has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against R&M for any such suspension.
- B. **Payment:** As compensation for R&M providing or furnishing Services and Additional Services, Owner shall pay R&M as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner



disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise R&M in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 *Basis of Payment—Hourly Rates Plus Reimbursable Expenses*

A. Owner shall pay R&M for Services as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of R&M's employee's times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services and R&M's consultants' charges, if any.
2. R&M's Standard Hourly Rates are attached as Appendix 2.
3. The total compensation for Services and reimbursable expenses is not to exceed the estimated price of \$ 59,571 .

2.03 *Additional Services:* For Additional Services, Owner shall pay R&M an amount equal to the cumulative hours charged in providing the Additional Services by each class of R&M's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and R&M's consultants' charges, if any. R&M's standard hourly rates are attached as Appendix 2.

3.01 *Termination*

A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,
  - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay R&M for its services is a substantial failure to perform and a basis for termination.
  - b. By R&M:
    - 1) upon seven days written notice if Owner demands that R&M furnish or perform services contrary to R&M's responsibilities as a licensed professional; or
    - 2) upon seven days written notice if the R&M's Services are delayed for more than 90 days for reasons beyond R&M's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.
  - c. Owner shall have no liability to R&M on account of a termination for cause by Owner, except that R&M is entitled to be paid for services through the effective date of termination, in accordance with paragraph B of this paragraph.
  - d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01A.1.a. If the party receiving such notice corrects the substantial failure within no more than 10 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 10-day period, and if such party has diligently attempted to cure the same and thereafter continues

diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 20 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon R&M's receipt of written notice from Owner.

- B. In the event of any termination under Paragraph 3.01, R&M will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and R&M's consultants' charges, if any.

#### 4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and R&M are hereby bound and the successors, executors, administrators, and legal representatives of Owner and R&M (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and R&M) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor R&M may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or R&M to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and R&M and not for the benefit of any other party.

#### 5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by R&M under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. R&M makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by R&M. Subject to the foregoing standard of care, R&M and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. R&M shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall R&M have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a

Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. R&M shall not be responsible for the acts or omissions of any Constructor.

- C. R&M neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. R&M's opinions (if any) of probable construction cost are to be made on the basis of R&M's experience, qualifications, and general familiarity with the construction industry. However, because R&M has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, R&M cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by R&M. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. R&M shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by R&M or its consultants.
- F. All documents prepared or furnished by R&M are instruments of service, and R&M retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by R&M of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
  - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by R&M, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by R&M;
  - 2. Any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by R&M, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to R&M or to its officers, directors, members, partners, agents, employees, and consultants;
  - 3. Owner shall indemnify and hold harmless R&M and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by R&M; and
  - 4. Such limited license to Owner shall not create any rights in third parties.
- G. Owner and R&M may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly (in person), by email, or through secure file transfer (FTP or file transfer website), in accordance with a mutually agreeable protocol.
- H. THIS SECTION NOT USED IN THIS CONTRACT.
- I. The parties acknowledge that R&M's Services do not include any services related to unknown or undisclosed Constituents of Concern. If R&M or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then R&M may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the

Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.

- J. Owner and R&M agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law. The procedures set out in this paragraph may be abbreviated or omitted in the event that pursuing the procedures to completion would cause the claim of a party to expire under an applicable statute of limitations.
- K. This Agreement is to be governed by the law of the state in which the Project is located.
- L. R&M's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.
- M. The relationship of R&M to Owner is that of independent contractor, and nothing in this agreement is intended as, and nothing shall be construed to create, an employer/employee relationship, partnership, or joint venture relationship between the parties, or to allow Owner to exercise control or direction over the manner or method by which R&M performs the services that are the subject matter of this agreement; provided, however, that the services to be provided hereunder shall be furnished in a manner consistent with the standards governing such services and the provisions of this agreement.

#### 6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and R&M and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

#### 7.01 *Definitions*

- A. **Constructor**—Any person or entity (not including the R&M, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. **Constituent of Concern**—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601

et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 *Attachments: Appendix 1, Scope of Work*

Appendix 2, R&M's Standard Hourly Rates

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: **City and Borough of Yakutat**

R&M: **R&M Consultants, Inc.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print name: \_\_\_\_\_

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

R&M License or Firm's Certificate No. (if required):

\_\_\_\_\_  
State of Alaska

Address for Owner's receipt of notices:

\_\_\_\_\_  
\_\_\_\_\_

Address for R&M's receipt of notices:

9101 Vanguard Drive, Anchorage, Alaska 99507

This is **Appendix 1, Scope of Work**, referred to in and part of the Agreement between Owner and R&M for Professional Services dated August 26, 2020.

### Scope of Work

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See attached scope of work and cost estimate including:

- Letter proposal and fee estimate from R&M Consultants dated August 26, 2020.
- Letter proposal and fee estimate from KPB Architects dated August 14, 2020.

August 26, 2020

R&M No. 2020.00

Jon Erickson, EdD  
City and Borough Manager  
P.O. Box 160  
Yakutat, AK 99689

RE: Small Boat Harbor Restroom Facility

Dear Mr. Erickson,

R&M Consultants, Inc. (R&M) is pleased to submit this proposal for providing the City and Borough of Yakutat (CBY) engineering services for the Small Boat Harbor Restroom Facility.

R&M understands that CBY has CARES Act funding for a new Harbor Restroom Facility. The funding opportunity expires at the end of the year therefore time is of the essence.

The facility as envisioned includes the follow features:

- An approximate 325 square foot, single story, stick framed building located near the existing harbor warehouse building.
- Two restrooms, one for each gender and ADA compliant.
- One shower stall that is ADA compliant.
- Space for one set of washer and dryer.
- A sewer line extension and connection to the new building. This may include the need for a small lift station.
- Potable water and electric connections.
- Heating via a fuel oil boiler.

In order to expedite the process we suggest breaking the project into two pieces; the sewer extension and the building. The sewer extension will be built using a force account through the City. We recommend a Construction Manager General Contractor (CMGC) approach for the building. Below is a preliminary schedule of initial events:

Milestone	Date
NTP	7/28/2020
R&M site visit	9/2/2020
10% design CMGC solicitation	8/10/2020
CMGC selection	9/10/2020
65% design	9/25/2020

The remaining part of the schedule will be outlined when more information becomes available.

Attached is a fee proposal and project agreement. Please let us know if you have any comments or questions.

Sincerely,

R&M CONSULTANTS, INC.



John Daley, PEGroup Manager-Waterfront Engineering

**APPENDIX 1**



rmconsult.com

**R&M CONSULTANTS, INC.**

9101 Vanguard Drive  
Anchorage, Alaska 99507

phone: 907.522.1707

fax: 907.522.3403



**R&M CONSULTANTS, INC.**

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

<b>FIRM:</b> R&M	<b>PROJECT TITLE:</b>	<b>DATE:</b>
<b>Client:</b> CBY	Yakutat SB Harbor Restroom	8/26/2020

Task	Discipline	Task Description	Labor	Expenses & Subs	Task Fee
1.0	Engineering	Sewer and Water Design Assistance	\$ 15,312	\$ 662	\$ 15,974
2.0	Engineering	10% Concept for CMGC	\$ 10,032	\$ 2,200	\$ 12,232
3.0	Engineering	CMGC Design Completion	\$ 24,540	\$ 6,825	\$ 31,365
			\$ -	\$ -	\$ -
			\$ -		\$ -
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -

**Total** \$ **59,571**

The above fee includes KPB Architects costs as outlined in the following letter proposal dated August 14, 2020.

## APPENDIX 1



August 14, 2020

R&M Consultants  
9101 Vanguard Drive  
Anchorage, Alaska 99507

ATTN: John Daley, PE  
Senior Project Manager

**RE: Architectural Fees – Yakutat Small Boat Harbor public restrooms, shower, and laundry facility**

Dear John:

Thank you for the opportunity to provide R&M with a fee proposal to assist the City and Borough of Yakutat with the architectural design of a public restroom, laundry, and shower facility to support their existing small boat harbor.

**Based on correspondences, we understand the following aspects of the project:**

1. Two restrooms, one for each gender and ADA compliant
2. One shower stall that is ADA compliant
3. Space for one set of washer and dryer
4. Small janitorial closet with sink and storage
5. Construction type – steel and appropriate to Yakutat with consideration of logistics, constructability, and longevity
6. Construction procurement through forced account in-house but possibly an RFP for the work
7. Plumbing, HVAC, and electrical to be design-build
8. The facility will remain operational year-around

**KPB's scope of service & associated fees:**

**Design Phase Fees Total    \$8,500 (fixed fee)**

- Regulatory Review Assistance – responses to architectural regulatory review (submittal and fees by others)
  - **\$800 (T&M)**
- Construction Phase Assistance – responses to questions during construction
  - **\$2,000 (T&M)**

**Assumptions and Exclusions:**

- Travel to Yakutat is not included but can be made available upon request at KPb's standard hourly rates and associated travel expenses
- Bidding phase services not included
- Expenses such as printing are reimbursable

**APPENDIX 1**



- Permitting efforts and fees by others
- MEP and other engineering services to be provided by others

KPB has available resources so can initiate the project upon receipt of a notice-to-proceed. Thank you again for the opportunity and please let us know if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jae Shin", with a long horizontal line extending to the right.

Jae Shin, AIA, NCARB  
Principal  
KPB Architects, Inc.

Approved  
John Daley, PE  
Senior Project Manager  
R&M Consultants

---

Date

Cc:  
AS, CD

This is Appendix 2, Engineer's Standard Hourly Rates, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated August 28, 2020.

#### Engineer's Standard Hourly Rates

---

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 2 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraphs 2.01, 2.02, and 2.03, and are subject to annual review and adjustment.

B. *Schedule of Hourly Rates:*

1. See attached document.



## 2020 Professional Rate Schedule

First	Last	Department	Classification	Rate
Michael	Adams	Engineering	Engineer 4	\$120.00
Mark	Anderson	Engineering	Professional 5	\$225.00
Hans	Arnett	Engineering	Professional 4	\$186.00
Aaron	Banks	Earth Sciences	Professional 3	\$162.00
Sandra	Barzilay	CA	Eng Associate 3	\$135.00
Carla	Baxley	Engineering	Professional 4	\$192.00
Alex	Beaton	Lab/SI	Technician 1	\$60.00
Arthur	Behm	Engineering	Engineer 1	\$81.00
John	Bennett	Geomatics	Professional 4	\$180.00
Nicolas	Black	CA	Technician 4	\$162.00
Christopher	Black	Engineering	Professional 3	\$93.00
Peter	Bogges	Geomatics	GIS Specialist 5	\$147.00
James	Bowers	CA	Eng Associate 5	\$177.00
Michael	Boyle	CA	Technician 4	\$99.00
Randal	Brinker	Geomatics	Professional 4	\$186.00
Tucker	Brinker	Geomatics	Surveyor 1	\$72.00
Alex	Brown	Earth Sciences	Geologist 1	\$84.00
Gregory	Browning	CA	Professional 4	\$186.00
Vincent	Carlos	Geomatics	Surveyor 3	\$90.00
David	Carlson	Engineering	Professional 2	\$120.00
Dirk	Christie	CA	Eng Associate 4	\$165.00
Benjamin	Coleman	Planning	Planner 2	\$110.25
James	Colles	Engineering	Engineer 3	\$114.00
Robert	Colles	Engineering	Engineer 3	\$114.00
Patrick	Conducy	CA	Eng Associate 5	\$165.00
Shauna	Conducy	CA	Eng Associate 3	\$144.00
William	Croghan	CA	Professional 5	\$198.00
Joshua	Crowe	Engineering	Professional 3	\$156.00
Jean Ursula	Cumlat	Engineering	Engineer 3	\$114.00
John	Daley	Engineering	Professional 5	\$216.00
Andrew	Davis	CA	Eng Associate 1	\$69.00
Lance	DeBernardi	Engineering	Professional 5	\$213.00
Nathan	Dennis	Earth Sciences	Enviro. Sp. 1	\$90.00
David	EguireeLee	CA	Engineer 3	\$117.00
Fredrick	Engle	CA	Eng Associate 3	\$144.00
Christopher	Fell	Earth Sciences	Professional 3	\$144.00
Jeremiah	Fisher	Admin	Technician 5	\$124.50
Stacey	Frutiger	Earth Sciences	Enviro. Sp. 3	\$189.00

### APPENDIX 2



## 2020 Professional Rate Schedule

First	Last	Department	Classification	Rate
Marc	Frutiger	Engineering	Professional 4	\$120.00
Michael	Gault	CA	Eng Associate 5	\$186.00
Russell	Gingras	Engineering	Engineer 1	\$90.00
Ryan	Goentzel	Engineering	Professional 3	\$153.00
Timothy	Grier	Engineering	Principal	\$237.00
Alan	Griffin	Geomatics	Professional 3	\$162.00
David	Hale	Geomatics	Professional 4	\$180.00
Brian	Hall	CA	Eng Associate 5	\$186.00
Patrick	Harmon	Lab/SI	Technician 5	\$162.00
Aleksander	Heil	Lab/SI	Technician 1	\$63.00
Paul	Hetzel	CA	Principal	\$237.00
Karen	Hetzel	CA	Eng Associate 2	\$93.00
Jon	Holderith	Admin	Professional 4	\$180.00
Joseph	Horazdovsky	Engineering	Professional 2	\$126.00
Jonathan	Horst	CA	Engineer 2	\$90.00
Nicole	Knox	Engineering	Professional 4	\$186.00
Jessica	Koloski	Admin	Admin 3	\$111.00
Darrin	Koloski	Admin	Admin Assist 1	\$54.00
Van	Le	Planning	Professional 4	\$168.00
Heng	Liang	Engineering	Engineer 3	\$108.00
Corissa	Lickingteller	Admin	Admin 3	\$115.50
Kyle	Lindberg	Geomatics	Surveyor 1	\$72.00
Courtney	Maillet	Admin	Admin 4	\$132.00
Matthew	Majoros	Engineering	Professional 3	\$147.00
Ryan	McCormick	Lab/SI	Eng Associate 4	\$150.00
Kristi	McLean	Earth Sciences	Professional 4	\$165.00
Sean	McNulty	CA	Engineer 3	\$105.00
Brian	Meyers	Geomatics	Professional 4	\$165.00
Barret	Mielke	CA	Professional 2	\$105.00
Lisa	Morris	Admin	Admin 2	\$105.00
Brian	Mullen	Earth Sciences	Professional 3	\$138.00
Taryn	Oleson-Yelle	Planning	Planner 2	\$111.00
Janoah	Osborne	CA	Engineer 3	\$111.00
Jason	Osburn	Engineering	Professional 4	\$171.00
Alan	Pasikowski	CA	Engineer 1	\$66.00
Christian	Peirce	Lab/SI	Inspector 5	\$138.00
Robert	Pintner	Earth Sciences	Professional 5	\$207.00
Donald	Porter	Engineering	Professional 5	\$207.00

### APPENDIX 2



## 2020 Professional Rate Schedule

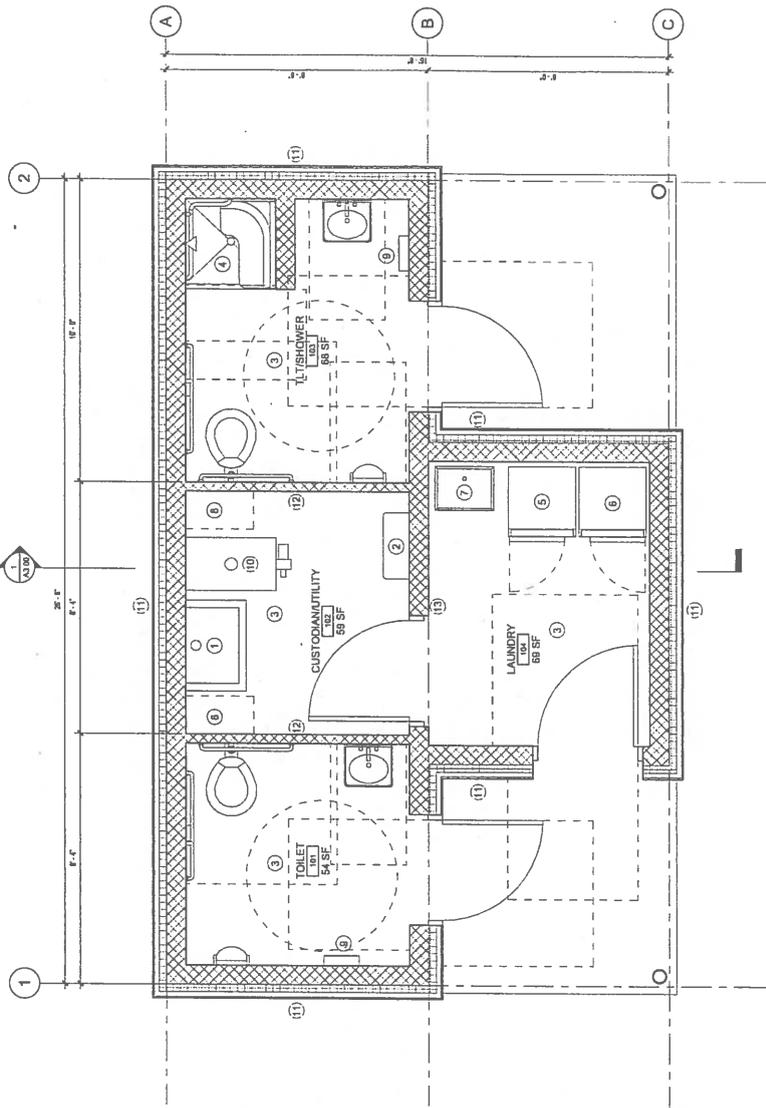
First	Last	Department	Classification	Rate
William	Preston	Geomatics	Principal	\$225.00
Corey	Prewett	Engineering	Engineer 3	\$105.00
Steven	Puterbaugh	CA	Engineer 2	\$102.00
Kevin	Robar	Geomatics	Professional 2	\$132.00
Andres	Ruiz	Engineering	Engineer 1	\$90.00
Robert	Scher	Earth Sciences	Professional 5	\$204.00
Joshua	Smith	CA	Engineer 3	\$114.00
Nichelle	Smith	CA	Eng Associate 5	\$138.00
Matthew	Sommer	CA	Eng Associate 3	\$126.00
Lendle	Story	Admin	Principal	\$261.00
Job	Thomas	CA	Engineer 1	\$60.00
Karen	Tilton	Geomatics	Professional 4	\$180.00
Michelle	VanLandingham	Admin	Admin Assist 2	\$72.00
John	Waisanen	CA	Eng Associate 5	\$186.00
Eli	Ward	CA	Engineer 3	\$114.00
Chad	Weiler	Geomatics	Professional 4	\$168.00
Morgan	Welch	Engineering	Professional 3	\$145.50
Frederick	Westfield	CA	Eng Associate 4	\$144.00
Christine	White	Admin	Admin 5	\$144.00
Jason	Willoughby	CA	Eng Associate 4	\$144.00
David	Wood	CA	Professional 4	\$180.00
Jacqueline	Yi	Admin	Admin Assist 2	\$66.00
Peter	Yoo	CA	Professional 3	\$150.00
Michael	Yunker	CA	Eng Associate 4	\$144.00

## APPENDIX 2

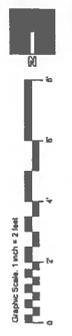
Updated 1st Draft - 8/03/20

REFERENCED PLAN NOTES

- 1) W.P. SINK
- 2) ON DEMAND WATER HEATER
- 3) FLOOR DRAIN
- 4) AIR TRANSFER SWITCH
- 5) WIPER
- 6) JETTER
- 7) UTILITY SINK
- 8) CLEARANCE FOR W.C. CARRIERS
- 9) SURFACE MOUNTED PAPER TOWEL/DISH RECEPTACLE
- 10) W.C.S.
- 11) CAB WITH 2" RIB INSULATION EXTERIOR ASSEMBLY
- 12) 4" COMB BLOCK INTERIOR ASSEMBLY
- 13) 8" COMB BLOCK INTERIOR ASSEMBLY



1 FLOOR PLAN - LEVEL 1  
1/8" = 1'-0"



STAMP

ARCHITECTS  
108 S. STATE STREET, SUITE 400  
ANN ARBOR, MI 48106  
PHONE: 734.769.1234  
WWW.AARCHITECTS.COM  
AIA CERTIFICATION # 24525 D

CONSULTANT

CITY OF YAKUTAT  
YAKUTAT TLTS/SHOWER & LAUNDRY  
CONCEPT  
SMALL BOAT HARBOR,  
YAKUTAT, AK

Draft Print  
08/03/20 11:55:17 AM  
REVISED: 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

JOB NO. 200448.01  
DATE 08.03.2020  
BY  
CHECKED  
PROJECT LEADER  
FLOOR PLAN - LEVEL 1

SHEET NO. A1.01  
TOTAL SHEETS 11/01





THE STATE  
of **ALASKA**  
GOVERNOR MIKE DUNLEAVY

## Department of Environmental Conservation

Division of Water  
Facilities Programs

P.O. Box 111800  
Juneau, Alaska 99811-1800  
Main: 907.465.1139  
Fax 907.465.5177  
Dec.alaska.gov

10.3

August 25, 2020

Jon Erickson  
PO Box 160  
Yakutat, AK 99689

Dear Mr. Erickson,

RE: Infrastructure Protection Funding Grant Pre-Award Notification

It is my pleasure to inform you that the Infrastructure Protection Funding application for the City & Borough of Yakutat's Water Pump Well #2 Repair project has been reviewed and approved for grant funding in the amount of \$71,686.

The approved scope for this project is to replace the well pump and associated wiring.

This is not a grant award. A grant award will be mailed for signature as soon as possible. The grant is not effective until signed by both the Department and the community representative.

Please note that all expenses must meet grant conditions. Any expenses, including procurement of supplies and equipment, incurred before the grant award are at the grantee's own risk and may not be eligible for reimbursement.

Sincerely,

A handwritten signature in cursive script that reads "Carrie Bohan".

Carrie Bohan  
Facilities Programs Manager

**City & Borough of Yakutat**  
**Statement of Revenues and Expenditures - GF Monthly Rev & Exp Summary Report**  
**10 - GENERAL FUND**  
**From 7/1/2020 Through 7/31/2020**

10.4

		Period to date Actual	Year to date Actual	Year to date Budget	Budget Variance	Percent Total Budget Remaining - Original
<b>Revenue</b>						
000	NONE	527,306.00	527,306.00	3,001,492.00	(2,474,186.00)	(82.43)%
	Total Revenue	<u>527,306.00</u>	<u>527,306.00</u>	<u>3,001,492.00</u>	<u>(2,474,186.00)</u>	<u>(82.43)%</u>
<b>Expenditures</b>						
100	ADMINISTRATION	90,596.40	90,596.40	752,016.00	661,419.60	87.95%
121	PUBLIC WORKS	44,837.07	44,837.07	406,263.00	361,425.93	88.96%
122	LANDFILL	18,047.12	18,047.12	190,328.00	172,280.88	90.52%
123	REGULAR ROAD MAINTENANCE	8,752.54	8,752.54	89,390.00	80,637.46	90.21%
124	SNOW REMOVAL	1,194.31	1,194.31	95,073.00	93,878.69	98.74%
125	PARKS AND RECREATION	11,597.76	11,597.76	50,498.00	38,900.24	77.03%
130	PLANNING & ZONING	17,682.26	17,682.26	410,883.00	393,200.74	95.70%
151	DPS-POLICE	109,461.66	109,461.66	777,630.00	668,168.34	85.92%
152	DPS-FIRE DEPT	3,095.68	3,095.68	23,441.00	20,345.32	86.79%
153	DPS-EMS	2,778.51	2,778.51	8,516.00	5,737.49	67.37%
154	DOJ COPS GRANT	0.00	0.00	15,551.00	15,551.00	100.00%
156	ST OF AK MENTAL HEALTH TRUST AUTHORITY	854.70	854.70	0.00	(854.70)	0.00%
158	SOA DCCED CORONAVIRUS RELIEF FUND	1,592.42	1,592.42	0.00	(1,592.42)	0.00%
160	COMMUNITY SERVICES	1,363.82	1,363.82	181,376.00	180,012.18	99.25%
	Total Expenditures	<u>311,854.25</u>	<u>311,854.25</u>	<u>3,000,965.00</u>	<u>2,689,110.75</u>	<u>89.61%</u>
	Excess Revenue over (under) Expenditures	<u>215,451.75</u>	<u>215,451.75</u>	<u>527.00</u>	<u>214,924.75</u>	<u>40,782.69%</u>

**City & Borough of Yakutat**  
**Statement of Revenues and Expenditures**  
**10 - GENERAL FUND**  
**000 - NONE**  
**From 7/1/2020 Through 7/31/2020**

	Current Period Actual	Current Year Actual	Total Budget - Original	Total Budget Variance - Original	Percent Total Budget Remaining - Original
<b>Revenue</b>					
4010	358,938.32	358,938.32	352,064.00	6,874.32	1.95%
4020	0.00	0.00	2,700.00	(2,700.00)	(100.00)%
4030	127,455.62	127,455.62	1,268,000.00	(1,140,544.38)	(89.95)%
4033	0.00	0.00	20,000.00	(20,000.00)	(100.00)%
4035	9,895.57	9,895.57	205,000.00	(195,104.43)	(95.17)%
4040	376.50	376.50	20,000.00	(19,623.50)	(98.12)%
4058	0.00	0.00	15,551.00	(15,551.00)	(100.00)%
4068	0.00	0.00	2,100.00	(2,100.00)	(100.00)%
4140	228.00	228.00	5,045.00	(4,817.00)	(95.48)%
4170	0.00	0.00	400.00	(400.00)	(100.00)%
4210	7,376.71	7,376.71	85,445.00	(78,068.29)	(91.37)%
4215	16,046.63	16,046.63	39,623.00	(23,576.37)	(59.50)%
4220	0.00	0.00	1,000.00	(1,000.00)	(100.00)%
4240	3,135.45	3,135.45	30,000.00	(26,864.55)	(89.55)%
4250	0.00	0.00	6,500.00	(6,500.00)	(100.00)%
4360	0.00	0.00	50,000.00	(50,000.00)	(100.00)%
4500	0.00	0.00	6,000.00	(6,000.00)	(100.00)%
4510	0.00	0.00	220,000.00	(220,000.00)	(100.00)%
4515	0.00	0.00	36,000.00	(36,000.00)	(100.00)%
4523	723.40	723.40	8,000.00	(7,276.60)	(90.96)%
4530	0.00	0.00	4,000.00	(4,000.00)	(100.00)%
4545	0.00	0.00	469,499.00	(469,499.00)	(100.00)%
4580	0.00	0.00	109,565.00	(109,565.00)	(100.00)%
4610	1,046.01	1,046.01	0.00	1,046.01	0.00%
4930	0.00	0.00	14,000.00	(14,000.00)	(100.00)%
5530	1,087.16	1,087.16	20,000.00	(18,912.84)	(94.56)%
5580	0.00	0.00	4,000.00	(4,000.00)	(100.00)%
5585	0.00	0.00	1,000.00	(1,000.00)	(100.00)%
5590	996.63	996.63	4,000.00	(3,003.37)	(75.08)%
5592	0.00	0.00	2,000.00	(2,000.00)	(100.00)%
	<b>Total Revenue</b>	<b>527,306.00</b>	<b>3,001,492.00</b>	<b>(2,474,186.00)</b>	<b>(82.43)%</b>
	<b>Excess Revenue over (under)</b>	<b>527,306.00</b>	<b>3,001,492.00</b>	<b>(2,474,186.00)</b>	<b>(82.43)%</b>
	<b>Expenditures</b>				

**City & Borough of Yakutat**  
**Statement of Revenues and Expenditures**  
**10 - GENERAL FUND**  
**100 - ADMINISTRATION**  
From 7/1/2020 Through 7/31/2020

	Current Period Actual	Current Year Actual	Total Budget - Original	Total Budget Variance - Original	Percent Total Budget Remaining - Original	
<b>Expenditures</b>						
6000	SALARIES	28,168.43	28,168.43	303,050.00	274,881.57	90.71%
6003	OPT-OUT - SILOHI	1,200.00	1,200.00	14,400.00	13,200.00	91.67%
6100	FICA EXPENSE	2,227.58	2,227.58	24,285.00	22,057.42	90.83%
6110	ESC EXPENSE	203.23	203.23	1,951.00	1,747.77	89.58%
6140	WORKERS COMP INSURANCE	123.97	123.97	1,778.00	1,654.03	93.03%
6150	HEALTH & LIFE INSURANCE	3,970.88	3,970.88	47,651.00	43,680.12	91.67%
6160	EMP RETIREMENT	5,845.07	5,845.07	69,839.00	63,993.93	91.63%
6400	TRAVEL - PER DIEM	0.00	0.00	7,000.00	7,000.00	100.00%
6401	TRAVEL - LODGING	0.00	0.00	8,000.00	8,000.00	100.00%
6402	TRAVEL - AIRFARE	0.00	0.00	9,000.00	9,000.00	100.00%
6403	TRAVEL-MAYOR	0.00	0.00	3,500.00	3,500.00	100.00%
6500	MISCELLANEOUS	834.38	834.38	8,000.00	7,165.62	89.57%
6610	MATERIALS & SUPPLIES	543.22	543.22	20,500.00	19,956.78	97.35%
6620	COPIER-LEASE	181.41	181.41	2,221.00	2,039.59	91.83%
6654	TRAINING	0.00	0.00	10,000.00	10,000.00	100.00%
6810	UTILITIES - LIGHTS	213.38	213.38	2,764.00	2,550.62	92.28%
6820	UTILITIES - HEATING FUEL	0.00	0.00	5,100.00	5,100.00	100.00%
6830	UTILITIES - GARBAGE DISPOSAL	60.00	60.00	960.00	900.00	93.75%
6860	GASOLINE/OIL-AUTO	0.00	0.00	350.00	350.00	100.00%
6910	TELEPHONE	474.88	474.88	5,273.00	4,798.12	90.99%
6920	POSTAGE	180.00	180.00	3,000.00	2,820.00	94.00%
7000	INSURANCE	14,637.00	14,637.00	14,900.00	263.00	1.77%
7100	DUES & SUBSCRIPTIONS	2,234.75	2,234.75	3,000.00	765.25	25.51%
7200	ADVERTISING & PRINTING	0.00	0.00	1,500.00	1,500.00	100.00%
7210	REGULAR & SPECIAL ELECTIONS	0.00	0.00	1,500.00	1,500.00	100.00%
7310	CONTRACT SERVICES	16,267.40	16,267.40	19,957.00	3,689.60	18.49%
7330	CONTRACT SERVICES - ASSESSMENT	0.00	0.00	12,000.00	12,000.00	100.00%
7340	CONTRACT SERVICES - LEGAL	13,014.41	13,014.41	60,000.00	46,985.59	78.31%
7350	CONTRACT SERVICES - AUDIT	0.00	0.00	72,500.00	72,500.00	100.00%
7355	CONTRACT SERVICES - computer	0.00	0.00	14,537.00	14,537.00	100.00%
7400	REPAIRS & MAINTENANCE	216.41	216.41	3,500.00	3,283.59	93.82%
	<b>Total Expenditures</b>	<u>90,596.40</u>	<u>90,596.40</u>	<u>752,016.00</u>	<u>661,419.60</u>	<u>87.95%</u>
	<b>Excess Revenue over (under) Expenditures</b>	<u>(90,596.40)</u>	<u>(90,596.40)</u>	<u>(752,016.00)</u>	<u>661,419.60</u>	<u>(87.95)%</u>

**City & Borough of Yakutat**  
**Statement of Revenues and Expenditures**  
**10 - GENERAL FUND**  
**121 - PUBLIC WORKS**  
From 7/1/2020 Through 7/31/2020

	Current Period Actual	Current Year Actual	Total Budget - Original	Total Budget Variance - Original	Percent Total Budget Remaining - Original	
<b>Expenditures</b>						
6000	SALARIES	9,605.77	9,605.77	96,267.00	86,661.23	90.02%
6001	PART TIME SALARIES	6,242.85	6,242.85	39,985.00	33,742.15	84.39%
6003	OPT-OUT - SILOHI	250.00	250.00	0.00	(250.00)	0.00%
6100	FICA EXPENSE	1,222.50	1,222.50	10,423.00	9,200.50	88.27%
6110	ESC EXPENSE	151.80	151.80	1,032.00	880.20	85.29%
6140	WORKERS COMP INSURANCE	1,063.37	1,063.37	12,193.00	11,129.63	91.28%
6150	HEALTH & LIFE INSURANCE	5,890.06	5,890.06	70,681.00	64,790.94	91.67%
6160	EMP RETIREMENT	2,710.41	2,710.41	21,179.00	18,468.59	87.20%
6400	TRAVEL - PER DIEM	0.00	0.00	1,200.00	1,200.00	100.00%
6401	TRAVEL - LODGING	0.00	0.00	1,000.00	1,000.00	100.00%
6402	TRAVEL - AIRFARE	0.00	0.00	1,000.00	1,000.00	100.00%
6610	MATERIALS & SUPPLIES	1,609.91	1,609.91	18,000.00	16,390.09	91.06%
6612	JANITORIAL SUPPLIES	253.55	253.55	3,500.00	3,246.45	92.76%
6654	TRAINING	0.00	0.00	3,000.00	3,000.00	100.00%
6700	RENTAL FACILITIES	554.92	554.92	30,000.00	29,445.08	98.15%
6810	UTILITIES - LIGHTS	95.98	95.98	1,200.00	1,104.02	92.00%
6820	UTILITIES - HEATING FUEL	0.00	0.00	4,500.00	4,500.00	100.00%
6840	FUEL-EQUIPMENT	111.90	111.90	800.00	688.10	86.01%
6860	GASOLINE/OIL-AUTO	773.17	773.17	7,000.00	6,226.83	88.95%
6910	TELEPHONE	158.29	158.29	1,600.00	1,441.71	90.11%
6920	POSTAGE	0.00	0.00	25.00	25.00	100.00%
7000	INSURANCE	11,616.00	11,616.00	11,678.00	62.00	0.53%
7310	CONTRACT SERVICES	500.00	500.00	3,000.00	2,500.00	83.33%
7400	REPAIRS & MAINTENANCE	2,026.59	2,026.59	17,000.00	14,973.41	88.08%
7440	EQUIPMENT REPAIR & MAINTENANCE	0.00	0.00	15,000.00	15,000.00	100.00%
8500	CAPITAL OUTLAY	0.00	0.00	35,000.00	35,000.00	100.00%
	<b>Total Expenditures</b>	<u>44,837.07</u>	<u>44,837.07</u>	<u>406,263.00</u>	<u>361,425.93</u>	<u>88.96%</u>
	Excess Revenue over (under) Expenditures	(44,837.07)	(44,837.07)	(406,263.00)	361,425.93	(88.96)%

**City & Borough of Yakutat**  
**Statement of Revenues and Expenditures**  
**10 - GENERAL FUND**  
**122 - LANDFILL**  
**From 7/1/2020 Through 7/31/2020**

	Current Period Actual	Current Year Actual	Total Budget - Original	Total Budget Variance - Original	Percent Total Budget Remaining - Original	
<b>Expenditures</b>						
6000	SALARIES	6,336.63	6,336.63	63,563.00	57,226.37	90.03%
6001	PART TIME SALARIES	2,520.00	2,520.00	16,800.00	14,280.00	85.00%
6050	OVERTIME	150.00	150.00	1,461.00	1,311.00	89.73%
6100	FICA EXPENSE	683.36	683.36	6,260.00	5,576.64	89.08%
6110	ESC EXPENSE	84.26	84.26	696.00	611.74	87.89%
6140	WORKERS COMP INSURANCE	700.02	700.02	8,640.00	7,939.98	91.90%
6150	HEALTH & LIFE INSURANCE	1,205.88	1,205.88	14,471.00	13,265.12	91.67%
6160	EMP RETIREMENT	1,185.22	1,185.22	14,305.00	13,119.78	91.71%
6610	MATERIALS & SUPPLIES	57.75	57.75	3,000.00	2,942.25	98.08%
6810	UTILITIES - LIGHTS	46.82	46.82	697.00	650.18	93.28%
6820	UTILITIES - HEATING FUEL	0.00	0.00	935.00	935.00	100.00%
6840	FUEL-EQUIPMENT	642.59	642.59	12,000.00	11,357.41	94.65%
6860	GASOLINE/OIL-AUTO	29.70	29.70	1,700.00	1,670.30	98.25%
7000	INSURANCE	4,300.00	4,300.00	4,300.00	0.00	0.00%
7400	REPAIRS & MAINTENANCE	0.00	0.00	1,500.00	1,500.00	100.00%
7440	EQUIPMENT REPAIR & MAINTENANCE	104.89	104.89	5,000.00	4,895.11	97.90%
8500	CAPITAL OUTLAY	0.00	0.00	35,000.00	35,000.00	100.00%
	<b>Total Expenditures</b>	<u>18,047.12</u>	<u>18,047.12</u>	<u>190,328.00</u>	<u>172,280.88</u>	<u>90.52%</u>
	<b>Excess Revenue over (under) Expenditures</b>	<u>(18,047.12)</u>	<u>(18,047.12)</u>	<u>(190,328.00)</u>	<u>172,280.88</u>	<u>(90.52)%</u>

**City & Borough of Yakutat**  
**Statement of Revenues and Expenditures**  
**10 - GENERAL FUND**  
**123 - REGULAR ROAD MAINTENANCE**  
From 7/1/2020 Through 7/31/2020

	Current Period Actual	Current Year Actual	Total Budget - Original	Total Budget Variance - Original	Percent Total Budget Remaining - Original	
<b>Expenditures</b>						
6000	SALARIES	2,016.88	2,016.88	14,527.00	12,510.12	86.12%
6001	PART TIME SALARIES	0.00	0.00	22,495.00	22,495.00	100.00%
6050	OVERTIME	0.00	0.00	200.00	200.00	100.00%
6100	FICA EXPENSE	151.18	151.18	2,847.00	2,695.82	94.69%
6110	ESC EXPENSE	18.15	18.15	346.00	327.85	94.75%
6140	WORKERS COMP INSURANCE	132.49	132.49	3,037.00	2,904.51	95.64%
6160	EMP RETIREMENT	214.03	214.03	3,196.00	2,981.97	93.30%
6610	MATERIALS & SUPPLIES	4,433.50	4,433.50	10,000.00	5,566.50	55.66%
6840	FUEL-EQUIPMENT	124.74	124.74	1,800.00	1,675.26	93.07%
7000	INSURANCE	941.00	941.00	942.00	1.00	0.11%
7310	CONTRACT SERVICES	0.00	0.00	25,000.00	25,000.00	100.00%
7440	EQUIPMENT REPAIR & MAINTENANCE	720.57	720.57	5,000.00	4,279.43	85.59%
	<b>Total Expenditures</b>	<u>8,752.54</u>	<u>8,752.54</u>	<u>89,390.00</u>	<u>80,637.46</u>	<u>90.21%</u>
	<b>Excess Revenue over (under) Expenditures</b>	<u>(8,752.54)</u>	<u>(8,752.54)</u>	<u>(89,390.00)</u>	<u>80,637.46</u>	<u>(90.21)%</u>

**City & Borough of Yakutat**  
**Statement of Revenues and Expenditures**  
**10 - GENERAL FUND**  
**124 - SNOW REMOVAL**  
**From 7/1/2020 Through 7/31/2020**

	Current Period Actual	Current Year Actual	Total Budget - Original	Total Budget Variance - Original	Percent Total Budget Remaining - Original	
<b>Expenditures</b>						
6000	SALARIES	0.00	0.00	29,907.00	29,907.00	100.00%
6001	PART TIME SALARIES	0.00	0.00	14,415.00	14,415.00	100.00%
6050	OVERTIME	0.00	0.00	2,500.00	2,500.00	100.00%
6100	FICA EXPENSE	0.00	0.00	3,582.00	3,582.00	100.00%
6110	ESC EXPENSE	0.00	0.00	417.00	417.00	100.00%
6140	WORKERS COMP INSURANCE	0.00	0.00	3,821.00	3,821.00	100.00%
6160	EMP RETIREMENT	0.00	0.00	6,580.00	6,580.00	100.00%
6610	MATERIALS & SUPPLIES	0.00	0.00	6,500.00	6,500.00	100.00%
6810	UTILITIES - LIGHTS	10.31	10.31	165.00	154.69	93.75%
6840	FUEL-EQUIPMENT	0.00	0.00	12,000.00	12,000.00	100.00%
6860	GASOLINE/OIL-AUTO	0.00	0.00	3,500.00	3,500.00	100.00%
7000	INSURANCE	1,184.00	1,184.00	1,186.00	2.00	0.17%
7310	CONTRACT SERVICES	0.00	0.00	2,500.00	2,500.00	100.00%
7440	EQUIPMENT REPAIR & MAINTENANCE	0.00	0.00	8,000.00	8,000.00	100.00%
	<b>Total Expenditures</b>	<u>1,194.31</u>	<u>1,194.31</u>	<u>95,073.00</u>	<u>93,878.69</u>	<u>98.74%</u>
	<b>Excess Revenue over (under) Expenditures</b>	<u>(1,194.31)</u>	<u>(1,194.31)</u>	<u>(95,073.00)</u>	<u>93,878.69</u>	<u>(98.74)%</u>

**City & Borough of Yakutat**  
**Statement of Revenues and Expenditures**  
**10 - GENERAL FUND**  
**125 - PARKS AND RECREATION**  
**From 7/1/2020 Through 7/31/2020**

	Current Period Actual	Current Year Actual	Total Budget - Original	Total Budget Variance - Original	Percent Total Budget Remaining - Original	
<b>Expenditures</b>						
6000	SALARIES	4,238.81	4,238.81	26,876.00	22,637.19	84.23%
6050	OVERTIME	0.00	0.00	600.00	600.00	100.00%
6100	FICA EXPENSE	323.30	323.30	2,102.00	1,778.70	84.62%
6110	ESC EXPENSE	41.58	41.58	263.00	221.42	84.19%
6140	WORKERS COMP INSURANCE	236.22	236.22	1,837.00	1,600.78	87.14%
6160	EMP RETIREMENT	91.91	91.91	3,003.00	2,911.09	96.94%
6610	MATERIALS & SUPPLIES	332.44	332.44	5,000.00	4,667.56	93.35%
6613	FIREWORKS	2,083.35	2,083.35	5,500.00	3,416.65	62.12%
6810	UTILITIES - LIGHTS	0.00	0.00	100.00	100.00	100.00%
6860	GASOLINE/OIL-AUTO	33.15	33.15	1,000.00	966.85	96.69%
7000	INSURANCE	2,717.00	2,717.00	2,717.00	0.00	0.00%
7310	CONTRACT SERVICES	1,500.00	1,500.00	1,500.00	0.00	0.00%
	<b>Total Expenditures</b>	<b>11,597.76</b>	<b>11,597.76</b>	<b>50,498.00</b>	<b>38,900.24</b>	<b>77.03%</b>
	<b>Excess Revenue over (under) Expenditures</b>	<b>(11,597.76)</b>	<b>(11,597.76)</b>	<b>(50,498.00)</b>	<b>38,900.24</b>	<b>(77.03)%</b>

**City & Borough of Yakutat**  
**Statement of Revenues and Expenditures**  
**10 - GENERAL FUND**  
**130 - PLANNING & ZONING**  
From 7/1/2020 Through 7/31/2020

	Current Period Actual	Current Year Actual	Total Budget - Original	Total Budget Variance - Original	Percent Total Budget Remaining - Original	
<b>Expenditures</b>						
6000	SALARIES	5,071.88	5,071.88	60,863.00	55,791.12	91.67%
6100	FICA EXPENSE	361.80	361.80	4,656.00	4,294.20	92.23%
6110	ESC EXPENSE	43.87	43.87	415.00	371.13	89.43%
6140	WORKERS COMP INSURANCE	22.32	22.32	341.00	318.68	93.45%
6150	HEALTH & LIFE INSURANCE	3,410.38	3,410.38	41,740.00	38,329.62	91.83%
6160	EMP RETIREMENT	1,115.82	1,115.82	13,390.00	12,274.18	91.67%
6400	TRAVEL - PER DIEM	0.00	0.00	2,000.00	2,000.00	100.00%
6401	TRAVEL - LODGING	0.00	0.00	3,000.00	3,000.00	100.00%
6402	TRAVEL - AIRFARE	0.00	0.00	3,700.00	3,700.00	100.00%
6610	MATERIALS & SUPPLIES	16.99	16.99	12,000.00	11,983.01	99.86%
6654	TRAINING	0.00	0.00	1,500.00	1,500.00	100.00%
6860	GASOLINE/OIL-AUTO	173.49	173.49	2,150.00	1,976.51	91.93%
6910	TELEPHONE	50.66	50.66	1,736.00	1,685.34	97.08%
6920	POSTAGE	15.05	15.05	200.00	184.95	92.47%
7100	DUES & SUBSCRIPTIONS	0.00	0.00	500.00	500.00	100.00%
7200	ADVERTISING & PRINTING	0.00	0.00	1,000.00	1,000.00	100.00%
7310	CONTRACT SERVICES	7,400.00	7,400.00	246,692.00	239,292.00	97.00%
8500	CAPITAL OUTLAY	0.00	0.00	15,000.00	15,000.00	100.00%
	<b>Total Expenditures</b>	<u>17,682.26</u>	<u>17,682.26</u>	<u>410,883.00</u>	<u>393,200.74</u>	<u>95.70%</u>
	<b>Excess Revenue over (under) Expenditures</b>	<u>(17,682.26)</u>	<u>(17,682.26)</u>	<u>(410,883.00)</u>	<u>393,200.74</u>	<u>(95.70)%</u>

**City & Borough of Yakutat**  
**Statement of Revenues and Expenditures**  
**10 - GENERAL FUND**  
**151 - DPS-POLICE**  
 From 7/1/2020 Through 7/31/2020

		Current Period Actual	Current Year Actual	Total Budget - Original	Total Budget Variance - Original	Percent Total Budget Remaining - Original
<b>Expenditures</b>						
6000	SALARIES	17,095.54	17,095.54	294,184.00	277,088.46	94.19%
6002	ON CALL	3,468.00	3,468.00	33,852.00	30,384.00	89.76%
6003	OPT-OUT - SILOHI	600.00	600.00	9,825.00	9,225.00	93.89%
6050	OVERTIME	8,017.56	8,017.56	25,600.00	17,582.44	68.68%
6100	FICA EXPENSE	2,217.04	2,217.04	27,805.00	25,587.96	92.03%
6110	ESC EXPENSE	97.52	97.52	2,001.00	1,903.48	95.13%
6140	WORKERS COMP INSURANCE	1,271.50	1,271.50	20,521.00	19,249.50	93.80%
6150	HEALTH & LIFE INSURANCE	6,891.28	6,891.28	85,151.00	78,259.72	91.91%
6160	EMP RETIREMENT	5,275.41	5,275.41	60,821.00	55,545.59	91.33%
6400	TRAVEL - PER DIEM	840.00	840.00	3,000.00	2,160.00	72.00%
6401	TRAVEL - LODGING	0.00	0.00	6,000.00	6,000.00	100.00%
6402	TRAVEL - AIRFARE	361.20	361.20	6,000.00	5,638.80	93.98%
6404	TRAVEL-CRIMINAL INVESTIGATIONS	0.00	0.00	1,000.00	1,000.00	100.00%
6500	MISCELLANEOUS	2,270.00	2,270.00	14,000.00	11,730.00	83.79%
6501	MISC - PRISONER MEALS	58.05	58.05	350.00	291.95	83.41%
6610	MATERIALS & SUPPLIES	2,788.11	2,788.11	15,000.00	12,211.89	81.41%
6611	SUPPLIES-AMMO,BATT,VE... EQ	0.00	0.00	2,500.00	2,500.00	100.00%
6612	JANITORIAL SUPPLIES	12.10	12.10	1,000.00	987.90	98.79%
6614	UNIFORMS & ACCESSORIES	0.00	0.00	5,000.00	5,000.00	100.00%
6615	CORRECTIONS SUPPLIES	0.00	0.00	300.00	300.00	100.00%
6640	DMV - MATERIALS & SUPPLIES	154.45	154.45	250.00	95.55	38.22%
6654	TRAINING	0.00	0.00	10,000.00	10,000.00	100.00%
6810	UTILITIES - LIGHTS	286.01	286.01	4,425.00	4,138.99	93.54%
6820	UTILITIES - HEATING FUEL	0.00	0.00	300.00	300.00	100.00%
6860	GASOLINE/OIL-AUTO	883.87	883.87	12,000.00	11,116.13	92.63%
6910	TELEPHONE	734.42	734.42	9,165.00	8,430.58	91.99%
6920	POSTAGE	7.80	7.80	500.00	492.20	98.44%
7000	INSURANCE	44,038.00	44,038.00	41,656.00	(2,382.00)	(5.72)%
7100	DUES & SUBSCRIPTIONS	0.00	0.00	650.00	650.00	100.00%
7200	ADVERTISING & PRINTING	0.00	0.00	500.00	500.00	100.00%
7310	CONTRACT SERVICES	3,184.80	3,184.80	21,077.00	17,892.20	84.89%
7400	REPAIRS & MAINTENANCE	0.00	0.00	21,197.00	21,197.00	100.00%
8500	CAPITAL OUTLAY	8,909.00	8,909.00	42,000.00	33,091.00	78.79%
	<b>Total Expenditures</b>	<u>109,461.66</u>	<u>109,461.66</u>	<u>777,630.00</u>	<u>668,168.34</u>	<u>85.92%</u>
	<b>Excess Revenue over (under) Expenditures</b>	<u>(109,461.66)</u>	<u>(109,461.66)</u>	<u>(777,630.00)</u>	<u>668,168.34</u>	<u>(85.92)%</u>

**City & Borough of Yakutat**  
**Statement of Revenues and Expenditures**  
**10 - GENERAL FUND**  
**152 - DPS-FIRE DEPT**  
 From 7/1/2020 Through 7/31/2020

	Current Period Actual	Current Year Actual	Total Budget - Original	Total Budget Variance - Original	Percent Total Budget Remaining - Original	
<b>Expenditures</b>						
6140	WORKERS COMP INSURANCE	0.00	0.00	1,320.00	1,320.00	100.00%
6400	TRAVEL - PER DIEM	0.00	0.00	700.00	700.00	100.00%
6401	TRAVEL - LODGING	0.00	0.00	1,300.00	1,300.00	100.00%
6402	TRAVEL - AIRFARE	0.00	0.00	1,500.00	1,500.00	100.00%
6610	MATERIALS & SUPPLIES	0.00	0.00	3,500.00	3,500.00	100.00%
6620	COPIER-LEASE	96.81	96.81	1,162.00	1,065.19	91.67%
6654	TRAINING	0.00	0.00	1,500.00	1,500.00	100.00%
6810	UTILITIES - LIGHTS	140.50	140.50	1,900.00	1,759.50	92.61%
6820	UTILITIES - HEATING FUEL	0.00	0.00	250.00	250.00	100.00%
6840	FUEL-EQUIPMENT	0.00	0.00	500.00	500.00	100.00%
6860	GASOLINE/OIL-AUTO	0.00	0.00	500.00	500.00	100.00%
6910	TELEPHONE	29.37	29.37	330.00	300.63	91.10%
6920	POSTAGE	0.00	0.00	150.00	150.00	100.00%
7000	INSURANCE	2,829.00	2,829.00	2,829.00	0.00	0.00%
7400	REPAIRS & MAINTENANCE	0.00	0.00	1,000.00	1,000.00	100.00%
8500	CAPITAL OUTLAY	0.00	0.00	5,000.00	5,000.00	100.00%
	<b>Total Expenditures</b>	<u>3,095.68</u>	<u>3,095.68</u>	<u>23,441.00</u>	<u>20,345.32</u>	<u>86.79%</u>
	<b>Excess Revenue over (under) Expenditures</b>	<u>(3,095.68)</u>	<u>(3,095.68)</u>	<u>(23,441.00)</u>	<u>20,345.32</u>	<u>(86.79)%</u>

**City & Borough of Yakutat**  
**Statement of Revenues and Expenditures**  
**10 - GENERAL FUND**  
**.153 - DPS-EMS**  
**From 7/1/2020 Through 7/31/2020**

	Current Period Actual	Current Year Actual	Total Budget - Original	Total Budget Variance - Original	Percent Total Budget Remaining - Original
Expenditures					
6140					
	0.00	0.00	1,320.00	1,320.00	100.00%
6502	0.00	0.00	2,500.00	2,500.00	100.00%
6810	140.51	140.51	2,058.00	1,917.49	93.17%
7000	2,638.00	2,638.00	2,638.00	0.00	0.00%
	<u>2,778.51</u>	<u>2,778.51</u>	<u>8,516.00</u>	<u>5,737.49</u>	<u>67.37%</u>
	<u>(2,778.51)</u>	<u>(2,778.51)</u>	<u>(8,516.00)</u>	<u>5,737.49</u>	<u>(67.37)%</u>

**City & Borough of Yakutat**  
**Statement of Revenues and Expenditures**  
**10 - GENERAL FUND**  
**154 - DOJ COPS GRANT**  
**From 7/1/2020 Through 7/31/2020**

	Current Period Actual	Current Year Actual	Total Budget - Original	Total Budget Variance - Original	Percent Total Budget Remaining - Original
Expenditures					
6000 SALARIES	0.00	0.00	9,000.00	9,000.00	100.00%
6002 ON CALL	0.00	0.00	1,092.00	1,092.00	100.00%
6003 OPT-OUT - SILOHI	0.00	0.00	375.00	375.00	100.00%
6050 OVERTIME	0.00	0.00	900.00	900.00	100.00%
6100 FICA EXPENSE	0.00	0.00	870.00	870.00	100.00%
6110 ESC EXPENSE	0.00	0.00	74.00	74.00	100.00%
6140 WORKERS COMP INSURANCE	0.00	0.00	735.00	735.00	100.00%
6150 HEALTH & LIFE INSURANCE	0.00	0.00	4.00	4.00	100.00%
6160 EMP RETIREMENT	0.00	0.00	2,501.00	2,501.00	100.00%
Total Expenditures	<u>0.00</u>	<u>0.00</u>	<u>15,551.00</u>	<u>15,551.00</u>	<u>100.00%</u>
Excess Revenue over (under) Expenditures	<u>0.00</u>	<u>0.00</u>	<u>(15,551.00)</u>	<u>15,551.00</u>	<u>(100.00)%</u>

**City & Borough of Yakutat**  
**Statement of Revenues and Expenditures**  
**10 - GENERAL FUND**  
**156 - ST OF AK MENTAL HEALTH TRUST AUTHORITY**  
**From 7/1/2020 Through 7/31/2020**

	Current Period Actual	Current Year Actual	Total Budget - Original	Total Budget Variance - Original	Percent Total Budget Remaining - Original
Expenditures					
6610 MATERIALS & SUPPLIES	854.70	854.70	0.00	(854.70)	0.00%
Total Expenditures	854.70	854.70	0.00	(854.70)	0.00%
Excess Revenue over (under) Expenditures	(854.70)	(854.70)	0.00	(854.70)	0.00%

**City & Borough of Yakutat**  
**Statement of Revenues and Expenditures**  
**10 - GENERAL FUND**  
**158 - SOA DCCED CORONAVIRUS RELIEF FUND**  
**From 7/1/2020 Through 7/31/2020**

	Current Period Actual	Current Year Actual	Total Budget - Original	Total Budget Variance - Original	Percent Total Budget Remaining - Original
6610 Expenditures					
MATERIALS & SUPPLIES	1,592.42	1,592.42	0.00	(1,592.42)	0.00%
Total Expenditures	1,592.42	1,592.42	0.00	(1,592.42)	0.00%
Excess Revenue over (under) Expenditures	(1,592.42)	(1,592.42)	0.00	(1,592.42)	0.00%

**City & Borough of Yakutat**  
**Statement of Revenues and Expenditures**  
**10 - GENERAL FUND**  
**160 - COMMUNITY SERVICES**  
**From 7/1/2020 Through 7/31/2020**

	Current Period Actual	Current Year Actual	Total Budget - Original	Total Budget Variance - Original	Percent Total Budget Remaining - Original	
<b>Expenditures</b>						
6549						
	TOURISM ENHANCEMENT	0.00	0.00	12,000.00	12,000.00	100.00%
6550						
	SCHOOL SUPPORT, SUPPLE. APPROP	0.00	0.00	30,000.00	30,000.00	100.00%
6552						
	CONTRIB TO SE NUTRITION PRG	0.00	0.00	5,200.00	5,200.00	100.00%
6555						
	YAKUTAT COMMUNITY HEALTH CENTER	0.00	0.00	125,000.00	125,000.00	100.00%
6810						
	UTILITIES - LIGHTS	<u>1,363.82</u>	<u>1,363.82</u>	<u>9,176.00</u>	<u>7,812.18</u>	<u>85.14%</u>
	Total Expenditures	<u>1,363.82</u>	<u>1,363.82</u>	<u>181,376.00</u>	<u>180,012.18</u>	<u>99.25%</u>
	Excess Revenue over (under) Expenditures	<u>(1,363.82)</u>	<u>(1,363.82)</u>	<u>(181,376.00)</u>	<u>180,012.18</u>	<u>(99.25)%</u>

**City & Borough of Yakutat**  
**Statement of Revenues and Expenditures**  
**41 - OCEAN CAPE FUND**  
**000 - NONE**  
**From 7/1/2020 Through 7/31/2020**

	Current Period Actual	Current Year Actual	Total Budget - Original	Total Budget Variance - Original	Percent Total Budget Remaining - Original
<b>Revenue</b>					
4155	0.00	0.00	21,902.00	(21,902.00)	(100.00)%
4160	0.00	0.00	48,400.00	(48,400.00)	(100.00)%
4470	7,450.00	7,450.00	89,400.00	(81,950.00)	(91.67)%
	<u>7,450.00</u>	<u>7,450.00</u>	<u>159,702.00</u>	<u>(152,252.00)</u>	<u>(95.34)%</u>
<b>Expenditures</b>					
7000	22,965.00	22,965.00	20,700.00	(2,265.00)	(10.94)%
7340	0.00	0.00	1,000.00	1,000.00	100.00%
7450	5.00	5.00	75,000.00	74,995.00	99.99%
8601	0.00	0.00	14,000.00	14,000.00	100.00%
8906	0.00	0.00	23,002.00	23,002.00	100.00%
	<u>22,970.00</u>	<u>22,970.00</u>	<u>133,702.00</u>	<u>110,732.00</u>	<u>82.82%</u>
	(15,520.00)	(15,520.00)	26,000.00	(41,520.00)	(159.69)%

**City & Borough of Yakutat**  
**Statement of Revenues and Expenditures**  
**42 - WATER AND SEWER FUND**  
**000 - NONE**  
**From 7/1/2020 Through 7/31/2020**

	Current Period Actual	Current Year Actual	Total Budget - Original	Total Budget Variance - Original	Percent Total Budget Remaining - Original
<b>Revenue</b>					
4460	31,884.62	31,884.62	330,984.00	(299,099.38)	(90.37)%
4462	(347.80)	(347.80)	(4,174.00)	3,826.20	(91.67)%
	<u>31,536.82</u>	<u>31,536.82</u>	<u>326,810.00</u>	<u>(295,273.18)</u>	<u>(90.35)%</u>
<b>Expenditures</b>					
6000	7,011.66	7,011.66	99,782.00	92,770.34	92.97%
6003	250.00	250.00	6,000.00	5,750.00	95.83%
6100	551.52	551.52	8,092.00	7,540.48	93.18%
6110	66.37	66.37	880.00	813.63	92.46%
6140	287.61	287.61	6,238.00	5,950.39	95.39%
6150	338.37	338.37	3,642.00	3,303.63	90.71%
6160	1,790.51	1,790.51	23,272.00	21,481.49	92.31%
6400	0.00	0.00	1,188.00	1,188.00	100.00%
6401	0.00	0.00	1,980.00	1,980.00	100.00%
6402	0.00	0.00	1,700.00	1,700.00	100.00%
6610	818.88	818.88	25,000.00	24,181.12	96.72%
6618	12,380.99	12,380.99	15,000.00	2,619.01	17.46%
6654	0.00	0.00	10,000.00	10,000.00	100.00%
6810	3,172.84	3,172.84	43,000.00	39,827.16	92.62%
6820	0.00	0.00	4,000.00	4,000.00	100.00%
6840	0.00	0.00	2,000.00	2,000.00	100.00%
6860	627.23	627.23	3,500.00	2,872.77	82.08%
6920	0.00	0.00	1,100.00	1,100.00	100.00%
7000	11,436.00	11,436.00	11,436.00	0.00	0.00%
7100	318.00	318.00	300.00	(18.00)	(6.00)%
7310	1,699.60	1,699.60	1,700.00	0.40	0.02%
7400	242.65	242.65	16,000.00	15,757.35	98.48%
7440	0.00	0.00	8,000.00	8,000.00	100.00%
8500	0.00	0.00	33,000.00	33,000.00	100.00%
	<u>40,992.23</u>	<u>40,992.23</u>	<u>326,810.00</u>	<u>285,817.77</u>	<u>87.46%</u>
Excess Revenue over (under) Expenditures	(9,455.41)	(9,455.41)	0.00	(9,455.41)	0.00%

**City & Borough of Yakutat**  
**Statement of Revenues and Expenditures**  
**43 - BOAT HARBOR FUND**  
**000 - NONE**  
**From 7/1/2020 Through 7/31/2020**

	Current Period Actual	Current Year Actual	Total Budget - Original	Total Budget Variance - Original	Percent Total Budget Remaining - Original	
<b>Revenue</b>						
4063	TRANSFER FROM OTHER FUNDS	0.00	0.00	23,002.00	(23,002.00)	(100.00)%
4110	MOORAGE FEES-SMALL BOAT HARBOR	4,630.80	4,630.80	49,450.00	(44,819.20)	(90.64)%
4120	ELECTRICAL CHARGES-BOAT HARBOR	672.24	672.24	10,000.00	(9,327.76)	(93.28)%
4130	TRANSIENT MOORAGE	360.45	360.45	11,250.00	(10,889.55)	(96.80)%
5598	OTHER HARBOR INCOME	1,427.00	1,427.00	14,000.00	(12,573.00)	(89.81)%
	<b>Total Revenue</b>	<u>7,090.49</u>	<u>7,090.49</u>	<u>107,702.00</u>	<u>(100,611.51)</u>	<u>(93.42)%</u>
<b>Expenditures</b>						
6000	SALARIES	1,706.05	1,706.05	9,611.00	7,904.95	82.25%
6001	PART TIME SALARIES	437.00	437.00	32,580.00	32,143.00	98.66%
6100	FICA EXPENSE	160.69	160.69	3,228.00	3,067.31	95.02%
6110	ESC EXPENSE	19.35	19.35	409.00	389.65	95.27%
6140	WORKERS COMP INSURANCE	93.49	93.49	2,535.00	2,441.51	96.31%
6150	HEALTH & LIFE INSURANCE	333.17	333.17	3,580.00	3,246.83	90.69%
6160	EMP RETIREMENT	302.43	302.43	2,114.00	1,811.57	85.69%
6610	MATERIALS & SUPPLIES	0.00	0.00	6,500.00	6,500.00	100.00%
6810	UTILITIES - LIGHTS	623.00	623.00	10,000.00	9,377.00	93.77%
6820	UTILITIES - HEATING FUEL	0.00	0.00	1,500.00	1,500.00	100.00%
6830	UTILITIES - GARBAGE DISPOSAL	450.00	450.00	2,040.00	1,590.00	77.94%
6840	FUEL-EQUIPMENT	0.00	0.00	1,500.00	1,500.00	100.00%
6860	GASOLINE/OIL-AUTO	0.00	0.00	750.00	750.00	100.00%
6910	TELEPHONE	92.45	92.45	1,033.00	940.55	91.05%
6920	POSTAGE	0.00	0.00	400.00	400.00	100.00%
7000	INSURANCE	19,922.00	19,922.00	19,922.00	0.00	0.00%
7310	CONTRACT SERVICES	0.00	0.00	2,500.00	2,500.00	100.00%
7400	REPAIRS & MAINTENANCE	0.00	0.00	5,000.00	5,000.00	100.00%
8500	CAPITAL OUTLAY	0.00	0.00	2,500.00	2,500.00	100.00%
	<b>Total Expenditures</b>	<u>24,139.63</u>	<u>24,139.63</u>	<u>107,702.00</u>	<u>83,562.37</u>	<u>77.59%</u>
	<b>Excess Revenue over (under) Expenditures</b>	<u>(17,049.14)</u>	<u>(17,049.14)</u>	<u>0.00</u>	<u>(17,049.14)</u>	<u>0.00%</u>

**City & Borough of Yakutat**  
**Statement of Revenues and Expenditures**  
**252 - EMS**  
**21 - CRUISESHIP FUND**  
**From 7/1/2020 Through 7/31/2020**

	<u>Current Period Actual</u>	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>	<u>Percent Total Budget Remaining - Original</u>
<b>Expenditures</b>					
6000	418.75	418.75	1,729.00	1,310.25	75.78%
6100	32.03	32.03	132.00	99.97	75.73%
6110	4.19	4.19	17.00	12.81	75.35%
6140	1.84	1.84	10.00	8.16	81.60%
6160	0.00	0.00	380.00	380.00	100.00%
6400	0.00	0.00	1,500.00	1,500.00	100.00%
6401	0.00	0.00	1,932.00	1,932.00	100.00%
6402	0.00	0.00	2,200.00	2,200.00	100.00%
6610	0.00	0.00	2,000.00	2,000.00	100.00%
6616	0.00	0.00	2,000.00	2,000.00	100.00%
6620	96.81	96.81	1,162.00	1,065.19	91.67%
6654	0.00	0.00	3,500.00	3,500.00	100.00%
6840	32.94	32.94	350.00	317.06	90.59%
6860	0.00	0.00	50.00	50.00	100.00%
6910	29.36	29.36	330.00	300.64	91.10%
6920	0.00	0.00	200.00	200.00	100.00%
7400	0.00	0.00	1,000.00	1,000.00	100.00%
	<u>615.92</u>	<u>615.92</u>	<u>18,492.00</u>	<u>17,876.08</u>	<u>96.67%</u>
	<u>(615.92)</u>	<u>(615.92)</u>	<u>(18,492.00)</u>	<u>17,876.08</u>	<u>(96.67)%</u>

**City & Borough of Yakutat**  
**Statement of Revenues and Expenditures**  
**253 - OIL RESPONSE**  
**21 - CRUISESHIP FUND**  
**From 7/1/2020 Through 7/31/2020**

		Current Period Actual	Current Year Actual	Total Budget - Original	Total Budget Variance - Original	Percent Total Budget Remaining - Original
6654	Expenditures					
	TRAINING	0.00	0.00	3,500.00	3,500.00	100.00%
	Total Expenditures	0.00	0.00	3,500.00	3,500.00	100.00%
	Excess Revenue over (under) Expenditures	0.00	0.00	(3,500.00)	3,500.00	(100.00)%

**City & Borough of Yakutat**  
**Statement of Revenues and Expenditures**  
**22 - NATIONAL FOREST RECEIPTS FUND**  
**000 - NONE**  
**From 7/1/2020 Through 7/31/2020**

	Current Period Actual	Current Year Actual	Total Budget - Original	Total Budget Variance - Original	Percent Total Budget Remaining - Original
<b>Revenue</b>					
4570	0.00	0.00	428,033.00	(428,033.00)	(100.00)%
	<b>NATIONAL FOREST RECEIPTS</b>				
	<b>Total Revenue</b>	<b>0.00</b>	<b>428,033.00</b>	<b>(428,033.00)</b>	<b>(100.00)%</b>
<b>Expenditures</b>					
6551	0.00	0.00	502,000.00	502,000.00	100.00%
	<b>SCHOOL SUPPORT</b>				
	<b>Total Expenditures</b>	<b>0.00</b>	<b>502,000.00</b>	<b>502,000.00</b>	<b>100.00%</b>
	<b>Excess Revenue over (under) Expenditures</b>	<b>0.00</b>	<b>(73,967.00)</b>	<b>73,967.00</b>	<b>(100.00)%</b>



10.5

## SPACE AND POWER COLLOCATION AGREEMENT

THIS SPACE AND POWER COLLOCATION AGREEMENT ("Agreement") is made effective as of February 1, 2020 ("Effective Date"), between GCI Communication Corp., a corporation ("Licensor") organized and existing under the laws of Alaska with offices located at 2550 Denali Street, Suite 1000, Anchorage, AK 99503-2751, and Alaska Communications Internet, LLC, a limited liability company organized and existing under the laws of Alaska with offices located at 600 Telephone Avenue, Anchorage, AK 99503 ("Licensee") (each a "Party" and collectively, the "Parties").

### 1. PREMISES AND AUTHORIZED USES

Licensor agrees to license to Licensee the following premises ("Premises"): Equipment space in the GCI shelter located at Ocean Cape Rd., Yakutat, AK 99689. Licensee may construct, maintain, and operate the approved communications equipment listed in Exhibit A (the "Equipment") at the Premises. If no such space is provided by Licensor, this Agreement will be deemed void *ab initio*. Licensor may change the location of the Premises upon 60 days' written notice and provided that the new location is reasonably comparable to the original Premises. Licensor will be responsible for all costs of Licensee in moving to the new Premises.

Licensee will have the right to reasonable access, subject to any rules and access procedures which may be established by Licensor, to operate and maintain the Equipment twenty-four (24) hours a day, seven (7) days a week. Current rules and restrictions are included in Exhibit B. Licensee shall provide Licensor with a list of persons authorized by Licensee to work on Licensee's Equipment. Licensor reserves the right to refuse access to any person, whether listed or unlisted, for commercially reasonable security reasons.

### 2. TERM AND LICENSE

The initial term of this Agreement ("Term") shall commence as of February 1, 2020 (the "Commencement Date") and terminate on September 30, 2024, to coincide with the term of the Prime Lease between Licensor and the City and Borough of Yakutat ("CBY"), as described in paragraph 18 below. If Licensor extends the term of the Prime Lease, Licensee shall have the option to extend this Agreement. Licensee must notify Licensor at least ninety (90) days prior to the expiration of the then-current Term of any request to extend the Agreement. Terms and conditions of this Agreement shall remain in effect during any extended term.

### 3. FEES

Licensor grants the rights conferred by this Agreement to Licensee in return for mutual promises and good and valuable consideration conveyed as part of previous transactions between the Parties, the receipt and sufficiency of which is hereby acknowledged. The Monthly License Fee for use of the Premises will be Zero Dollars (\$0.00) per month.

Electrical usage is included in the Monthly License Fee. Licensee shall be solely responsible for any gas, telephone service, or other utility used or consumed by Licensee on the Premises.

### 4. FIXTURES AND IMPROVEMENTS

Licensee's Equipment may be installed any time after the Commencement Date, provided that if Licensee fails to install the equipment within one hundred and eighty (180) days of the Commencement Date this Agreement shall continue in full force and effect but Licensor shall have no obligation to reserve the designated Premises for Licensee's use. At no additional



charge, Licensee may operate, maintain and replace all or portions of the Equipment so long as the size of the Equipment is not increased thereby. Installation of any additions to the Equipment is subject to Licensor review and approval and corresponding increase in the Monthly License Fee.

Licensee's Equipment shall be purchased, installed and maintained at Licensee's expense and must be kept and maintained in a good state of repair and maintenance and in compliance with all applicable laws, rules, and regulations. Licensee shall defend, indemnify, and save Licensor and CBY harmless from any claims or suits arising by reason of Licensee's failure to so keep and maintain its equipment or to comply with such laws, rules, or regulations. Licensee shall obtain any and all certificates, permits, or other governmental approvals required by any federal, state, or local authorities required in order to operate its Equipment.

Licensee shall not damage the Premises or any personal property or fixtures thereon in any way. Licensee shall be responsible and liable for such damages.

Within sixty (60) days after the end of this Agreement, Licensee will remove all Equipment from the Premises. Licensee shall peaceably and quietly vacate the Premises and return possession to Licensor. The Premises must be left in a clean, neat and presentable condition, at least as good as existed at the commencement of the Agreement, normal wear and tear excepted. If Licensee causes any abnormal wear and tear to or abuse of or to the Premises, Licensee shall, at its expense and upon demand by Licensor, immediately eliminate such abnormal wear and tear or abuse or waste and pay for the restoration of the affected area(s) to a commercially reasonable equivalent to the Premises' condition at the commencement of this Agreement. In the event Licensee fails to timely remove its Equipment, Licensor may treat the Equipment as abandoned and either remove the Equipment, return the Equipment to Licensee, and bill Licensee for the expense of such removal, or liquidate the Equipment and retain the proceeds of such sale.

#### **5. RADIO OR ELECTRONIC INTERFERENCE**

Licensee's Equipment must be compatible with and not adversely interfere with or otherwise impact the operation and maintenance of Licensor's equipment, or the equipment of any other Party authorized to use Licensor's facility prior to the date of this Agreement. In the event that Licensee's Equipment causes such interference or adverse impact, Licensee agrees immediately to cease operations until such interference is remedied by Licensee at its sole expense. In the event the problem cannot be resolved, Licensee shall remove the Equipment causing the interference and/or cancel this Agreement.

#### **6. DESTRUCTION OF PREMISES**

If the Premises become unusable due to flood, fire, or other unavoidable cause, Licensor is not obligated to repair or restore the Premises. Licensee's sole remedy is to terminate the Agreement.

Licensee shall bear the risk of loss of the Equipment in the event the Premises or Equipment are damaged or destroyed, in whole or in part, except to the extent caused by the negligence or intentional misconduct of Licensor, its agents or employees.

#### **7. HAZARDOUS MATERIALS**

Licensor represents and warrants that, to the best of its actual knowledge, the Premises, as of the date of this Agreement, are free of hazardous substances including asbestos-containing materials and lead paint. Licensor and Licensee agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes,



ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Premises. Licensor and Licensee agree to hold harmless and indemnify the other, and CBY, from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("Claims"), to the extent arising from that party's breach of its obligations or representations under this section. Licensor agrees to hold harmless and indemnify Licensee from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Licensor for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Premises with hazardous substances prior to the effective date of this Agreement or from such contamination caused by the acts or omissions of Licensor during the Term. Licensee agrees to hold harmless and indemnify Licensor from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Licensee for payment of penalties, sanctions, forfeitures, losses, costs damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the property by Licensee.

#### **8. INDEMNITY**

Licensee agrees to indemnify, hold harmless, and save Licensor and CBY harmless from all claims (including all costs and expenses of defending against such claims) arising or alleged to arise from any breach of this Agreement by Licensee, or any negligent act, negligent omission or intentional tort of Licensee or Licensee's agents, employees, contractors, subcontractors, invitees or licensees, occurring during the term of this Agreement in or about the Premises, except to the extent caused by, or arising from the wrongful willful acts or negligence of Licensor, Licensor's agents, employees, contractors, subcontractors, invitees or licensees. Licensee further agrees to indemnify, hold harmless, and save Licensor and CBY harmless from all claims (including all reasonable costs and expenses of defending against such claims) arising or alleged to arise from any personal injury to the person of Licensee, or any of Licensee's agents, employees, contractors, subcontractors, invitees or licensees, occurring during the term of this Agreement in or about the Premises or the Property except to the extent caused by, or arising from the wrongful willful acts or negligence of Licensor, Licensor's agents, employees, contractors, subcontractors, invitees or licensees. Further, unless caused by, or arising from the wrongful willful acts or negligence of Licensor, Licensor's agent, employees, contractors, subcontractors, invitees or licensees, Licensee agrees to indemnify, hold harmless, and save Licensor and CBY harmless from all claims (including all reasonable costs and expenses of defending against such claims) arising or alleged to arise from any damage to property of Licensee, or property of any of Licensee's agents, employees, contractors, subcontractors, invitees or licensees, occurring during the term of this Agreement in or about the Premises, unless caused by, or arising directly from the wrongful willful acts or negligence of Licensor, Licensor's agents, employees, contractors, subcontractors, invitees or licensees. Further, Licensee agrees to indemnify CBY in accordance with paragraph 9(a) of the Prime Lease.

#### **9. INSURANCE**

Licensee must, at its own expense, maintain and keep in force during the term of this agreement, adequate insurance with an insurance company registered to do business in Alaska, to protect itself and its agents against comprehensive public liability, and property damage. This insurance must have a combined single limit coverage for bodily injury, including death shall be Two Million dollars (\$2,000,000) per person, Four Million Dollars (\$4,000,000) per occurrence, and property



damage in the amount of at least \$2,000,000.00 per occurrence. Licensee will also insure itself and its property from casualty loss. All liability insurance policies must name Licensor and CBY, and their officers, agents, and employees, as an additional insured Party, and all insurance obtained pursuant to this Section must contain a waiver of subrogation endorsement, as required by Section 10, and provide that Licensor and CBY must be notified prior to any termination or cancellation that adversely affects Licensor and CBY in such insurance coverage. Licensee shall provide Licensor and CBY with certificates of insurance coverage required by this Agreement within 30 days of signing this Agreement.

The Parties may self-insure against the risks undertaken herein, with the same coverage limits required of the commercial policies referred to above. Upon request, each Party must provide the others with a statement that it is self-insuring against these risks and that adequate financial resources are reserved for this purpose.

In no case will Licensor submit, or be entitled to submit, an insurance claim under this paragraph for a matter arising from or attributable to Licensor's negligence or misconduct.

**10. WAIVER OF SUBROGATION**

Licensee must cause each insurance policy obtained by it to provide that the insurance carrier waives all right of recovery by way of subrogation against either Party and CBY in connection with any damage covered by any policy to the extent that the claim is attributable to the negligence or misconduct of the Party providing the insurance.

**11. TAXES AND ASSESSMENTS**

Licensee shall pay as an additional fee, on demand by Licensor, any increase in real estate taxes levied against Licensor which is directly attributable to Licensee's Equipment. Licensee must pay any sales tax due on any payment made under this Agreement.

**12. ASSIGNMENT, SALE AND SUBLICENSE**

Licensee may not sell or assign this Agreement or issue any sublicense to the Premises without the written consent of Licensor, which consent shall not be unreasonably withheld. Licensee may assign this Agreement to an affiliate of Licensee. In the event Licensor consents to a sale, assignment, or sublicense, Licensee shall remain primarily liable for all obligations under the Agreement.

**13. CANCELLATION**

Licensor may cancel this Agreement and recover possession of the Premises by giving Licensee 30 days' prior written notice, upon the happening of any of the events listed below, that are not cured within the 30-day notice period:

- a. Licensee's failure to pay when due the rents or fees specified in this Agreement, including any increases made pursuant to this Agreement.
- b. The return for insufficient funds of checks for payment of rents or fees.
- c. The use of the Premises by Licensee for any purpose not authorized by this Agreement.
- d. The appointment of a trustee or receiver for the Licensee's assets in a proceeding brought by or against the Licensee.
- e. The failure of Licensee to perform any provision or covenant in this Agreement. If such provision or covenant is not possible to perform within such 30-day cure period, Licensee shall not be in default under this Agreement if it has promptly commenced and is diligently pursuing the cure thereof.



**14. NOTICES**

Any notices to be given under this Agreement by either Party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested, to the recipient at the address indicated below:

**Licensor:**

GCI Communication Corp.  
Attn: Catherine Manka  
2550 Denali Street, Suite 1000  
Anchorage, Alaska 99503  
Telephone: 907.868.5723  
Email: cmanka@gci.com

**Licensee:**

Alaska Communications Internet, LLC  
Attn.: Gayle Doty  
600 Telephone Ave, MS65  
Anchorage, AK 99503  
Telephone: 907.564.1064  
Email: gayle.doty@acsalaska.com

**With a copy of legal notices to:**

GCI Communication Corp.  
Attn: Corporate Counsel  
2550 Denali St., Suite 1000  
Anchorage, AK 99503

**With a copy of legal notices to:**

Alaska Communications Internet, LLC  
Attn: Contracts  
600 Telephone Ave., MS 60  
Anchorage, AK 99503

or such other address or to the attention of such other person as the recipient Party may specify by prior written notice to the sending Party. Such notice will be effective as of the date of its receipt.

**15. CONDEMNATION**

If the whole of the Premises or such portion thereof as may be required for its reasonable use, is taken by virtue of any condemnation or eminent domain proceeding, this Agreement will automatically terminate as of the date of the condemnation, or as of the date possession is taken by the condemning authority, whichever is later. The charges will be apportioned as of the date of the end of possession. In case of the taking of a non-material (in Licensee's reasonable opinion) part of the Premises not required by reasonable use of the Premises, then this Agreement will continue in full force and effect and the charges will be equitably reduced based upon the proportion by which the rentable area of the Premises is reduced. This reduction will be effective on the date of the partial taking.

**16. DISPUTES**

In any disputes between the Parties, the laws of the State of Alaska will govern. Any lawsuit must be brought in the courts of the State of Alaska. Either Party may request a mediation of any unresolved dispute. Licensee agrees to notify Licensor of any claim, demand, or lawsuit arising out of Licensee's occupation or use of the Premises. Upon Licensor's request, Licensee will reasonably cooperate and assist in the investigation and litigation of any claim, demand, or lawsuit affecting the Premises.

**17. NO WAIVER; CONSENTS**

The failure of a Party to insist upon the strict performance of any provision in this Agreement may not be considered as a waiver or relinquishment of that provision for the future. The waiver of any provision or covenant in this Agreement cannot be enforced or relied upon unless the waiver is in writing and executed by the Party waiving such provision. Whenever consent by one Party is required in this Agreement, the granting of such consent in any one instance will not constitute continuing consent to subsequent instances where such consent is required.



**18. PRIME LEASE**

Licensor and Licensee acknowledge that Licensor's rights to the Premises derive from a certain prime lease agreement dated October 10, 2004 by and between City and Borough of Yakutat ("CBY") and Licensor, hereinafter referred to as the "Prime Lease" and attached hereto as Exhibit C. To the extent the terms and conditions of the Prime Lease are not inconsistent with the terms of this Agreement, such terms and conditions are incorporated into and made a part of this Agreement. To the extent the terms of the Prime Lease and this Agreement conflict with each other, this Agreement is subject to such terms of the Prime Lease. As between the Prime Lease and this Agreement, the more restrictive term or provision dealing with rights or privileges under either agreement shall apply to Licensee. Licensee shall not commit or suffer any act or omission that will violate any of the provisions of the Prime Lease. Licensee agrees to be bound by all terms and conditions of the Prime Lease. If the Prime Lease terminates or expires prior to the termination or expiration of this Agreement, then this Agreement shall terminate as between Licensor and Licensee on the effective date of the termination of the Prime Lease.

**19. NO WARRANTY**

Licensor makes no warranty as to the suitability of the Premises for the Equipment and expressly disclaims any such warranty. Licensee accepts the Premises in an "as is" condition. Licensor further disclaims any warranty, express or implied, regarding the Premises or Licensor's title or rights, if any, with regard to the Premises.

**20. VALIDITY OF PARTS**

If any provision of this Agreement is declared to be invalid by a court of competent jurisdiction, the remaining covenants and provisions will continue in full force.

**21. QUIET ENJOYMENT; ACCESS**

So long as Licensee is not in breach of this Agreement, it shall have the right of quiet enjoyment of the Premises for the Term and all Extensions thereof, regardless of any sale, transfer, assignment or foreclosure of the Premises. This Agreement shall be binding on each Party's successors and assigns.

**22. LIMITED LICENSE**

This Agreement grants a license only, revocable or terminable under the terms and conditions herein, and does not grant any lease, easement, or other interest in real estate.

**23. BINDING AGREEMENT; AMENDMENTS; COUNTERPARTS; AUTHORITY**

This Agreement shall be binding upon each Party's heirs, representatives, executors, successors and assigns. This Agreement may only be amended in writing, and such amendment shall be signed by authorized representatives of both Parties. The Parties may execute this Agreement in counterparts, each of which shall be deemed an original, and both of which, collectively, taken together shall constitute one and the same Agreement. Delivery of an executed counterpart by electronic transmission email or fax shall be as effective as physical delivery of an executed counterpart. Each Party represents and warrants that it has the full authority to enter into this Agreement and the person executing this Agreement is duly authorized to do so.

**24. NON-DISCLOSURE AGREEMENT**

Neither Party shall disclose the terms and conditions of this Agreement, including the rent due hereunder, outside its organization, without prior written consent from the other Party.

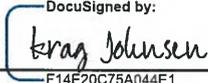


**[END OF SECTIONS AND TEXT]**

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement.

**GCI Communication Corp.**

**Alaska Communications Internet, LLC**

By:   
F14E20C75A044E1...

By: *Richard Benken*  
Richard Benken (Sep 2, 2020 15:47 AKDT)

Name: Krag Johnsen

Name: Richard Benken

Title: VP wholesale Business

Title: VP Network Strategy, Engineering and Ops

Date: 9/7/2020

Date: Sep 2, 2020



**EXHIBIT A**

**The Equipment**

1 Wall Mounted Adtran 3000 12 Slot Fiber Mux (NW interior wall)  
1 12 slot rack mounted Telabs TA3000 (RR01.01.01 bottom postion)



**Exhibit B**

**Access Restrictions**

**Rules of Building, Property and Conduit**

1. Premises and common access areas must be kept clean and clutter free at all time.
2. No smoking is allowed in the building.
3. Licensor must be notified twenty-four (24) hours in advance of any request to access the Premises.
4. All access must be escorted by a GCI representative
5. Licensee's personnel shall conduct themselves properly and be properly attired while working on the Premises. No obscene or vulgar language, either verbal or in the form of clothing will be permitted while working at Licensor's facility.



**Exhibit C**

**Prime Lease**



**LEASE AGREEMENT**

General Communication, Inc. (LESSEE), 2550 Denali Street, Suite 1000, Anchorage, Alaska 99503 is engaged in the expansion of telecommunications services within the state of Alaska. Yakutat City and Borough is the Lessor of the property located in Yakutat, Alaska ("The Premises") more particularly described as:

A 100' x 100' Portion of Property Referenced as  
U.S. S. 5630 Ft. Lot 5  
as Depicted on the Attached Exhibit A

The purpose of this agreement is to provide GCI ("Lessee") with the use of the Premises, which are suitable for the installation and use of telecommunications equipment, and to provide the Owner ("Lessor") with good and valuable consideration for use of the Premises. Use of Premises is telecommunications satellite dish and related equipment.

Lessee and Lessor (the Parties) enter into this lease effective on this 1st day of October, 2004, subject to the following terms and conditions:

**TERMS AND CONDITIONS**

1.0 Term of Lease.

The term of this lease shall be five (5) years, subject to an additional three (3) five (5) year extensions thereafter. The lease may be extended by written request from Lessee to Lessor no later than 90 days before the expiration of the then current lease term. At the conclusion, of the original term or final extension, if any, the lease shall continue year to year unless either party has given notice of termination. Notice of termination to be given no later than ninety (90) days before the expiration of the then current lease term. If timely notice is not provided then that extension and subsequent extension is void.

2.0 Lease Payments.

Lessee shall pay the fair market rental value for leased premises currently in the amount [REDACTED] below, payable on the first month by check mailed or hand delivered to Lessor. Payment due on the 5<sup>th</sup> day of each month. A late fee of twenty-five (25) dollars will be applied for any late payment not received by the fifth (5<sup>th</sup>) day of each month.

[REDACTED]

example, if the CPI - Anchorage at the commencement date of this Lease is 160 and at



the end of the term, the Index is at 164.8 the rent for the next Lease term would be increased by three (3) percent.

Should Lessee fail to provide timely notice of option to exercise extension of lease, or lease is deemed to be year-to-year, Lessor shall have the right to have the property appraised for fair market value. Payment for appraisal under this condition shall be at the expense of Lessee.

3.0 Non-Interference With Telecommunications Use.

The Lessor agrees to not build or allow to be built any structures on the Premises, or on any property surrounding the Premises owned or controlled by the Lessor, within the area emanating outward from Lessee's equipment between the azimuths of 121.4 degrees and 238.2 degrees from true north without the consent of Lessee. Said consent shall not be unreasonably withheld. The intent of this clause is to prevent development that would adversely impact Lessee's ability to "see" the satellite arc required in order to provide service to the community of Yakutat, Alaska.

4.0 Taxes.

Lessee shall be responsible for all property taxes applicable to leasehold interest, improvements, and equipment on leased property.

5.0 Easements.

The Lessor shall provide Lessee with reasonable easements for access to the Premises and for all required utility and telephone hook ups. Such easement access shall be documented on a site plan prepared by Lessee for Lessors approval. Maintenance of such access easement shall be the sole responsibility of Lessee. Both parties understand and agree that the easements contemplated under this paragraph would be over real property owned or controlled by the Borough, and that the Borough: 1) is not obligated to purchase, lease or otherwise pay any consideration for use of land to provide easements under this paragraph; and, 2) shall not be required to grant any such easement over real property it owns or controls if by doing so it would interfere with the rights of Lessee or other user of that property.

6.0 Warranties and Hold Harmless.

The Lessor gives and agrees to defend, and hold Lessee harmless for any breach of the following warranties:

(a) The execution of this lease has been duly authorized and all necessary corporate proceedings of the Lessor, and all necessary consents, if any, have been obtained:

(b) To the best of the Lessor's knowledge, no hazardous substances have been placed, released, or disposed of on the Premises.

(c) The Lessor hereby agrees to hold GCI harmless for any hazardous substance released onto the Premises prior to GCI's occupancy thereof.



7.0 Liens and Encumbrances.

The Lessee agrees and covenants that it will keep the leased premises free and clear of all encumbrances and liens whatsoever that may be placed against the same by reason of obligations or debts incurred by the Lessee. The Lessee agrees to protect, defend, indemnify and save harmless the Lessor from and against any and all such encumbrances and liens and actions to foreclose or otherwise enforce such encumbrances and liens. If any liens should be filed or any suit, action or proceeding commenced affecting the leased premises by reason of obligations or debts incurred by the Lessee, the Lessee shall as soon as information with respect thereto comes to its knowledge, give notice thereof in writing to Lessor.

8.0 Inspection.

Lessor shall have the right to inspect the Leasehold Premises at any reasonable time. In the event of an emergency, Lessor shall have the right, but no obligation, to enter the Leasehold Premises at any time to secure or repair them.

9.0 Indemnification and Insurance.

(a) The Lessee shall indemnify, defend, and hold Lessor, its officers, employees, agents, successors, and assigns, harmless from and against any and all claims, charges, demands, legal actions, losses, liabilities, damages, costs, and expenses (including but not limited to attorney fees incurred in investigating or defending same) against or incurred by the Lessor arising directly or indirectly from, or in any way connected with, Lessee's acts or omissions, or the acts or omissions of any officer, contractor, licensee, agent, servant, employee, guest, invitee, or visitor of the Lessee, with respect to construction or placement of facilities, improvements or equipment on the leased premises, operation, use or management of the leased premises and any facilities, improvements or equipment placed thereon, or otherwise in any way related to this Lease or the leased premises. The Lessee shall give prompt notice to the Lessor in case of casualty or accident hereunder.

(b) The Lessee shall obtain and maintain, at its own expense, worker's compensation insurance and comprehensive commercial general liability insurance. The minimum limits for liability insurance shall be two Million Dollars (\$2,000,000) per person, Four Million Dollars (\$4,000,000) per occurrence, and Two Million Dollars (\$2,000,000) for damage to property.

(c) The Lessee shall, at its own expense, maintain adequate policies of insurance providing coverage for its personal property and possessions, in an amount at least equal to the value of such property and possessions.

(d) All policies of insurance specified herein shall name the Lessor, and its officers, agents, and employees, as additional insured party and the insurer(s) shall agree to waive all rights to subrogation against the Lessor, its officers, agents and employees, for losses arising from use, operation or management of the leased premises or otherwise related to this Lease.

(e) Proof of compliance with the provisions of this paragraph, including certificates of insurance, shall be provided to the Lessor at the time of original issuance and upon renewal thereof.

(f) In case of the failure of the Lessee at any time to procure and maintain such insurance or to renew the same, the Lessor may obtain and maintain such insurance



and shall be entitled to prompt reimbursement by the Lessee of any of the premium paid by Lessor hereunder.

**10.0 Condemnation of Premises – Lease Termination.**

Upon condemnation of the premises or any part thereof by the state or federal government or agency thereof, including inverse condemnation, the lease shall terminate without any liability to the Borough. The Borough shall not be liable in damages or pay any compensation to the Lessee as a result of the condemnation terminating the Lease.

**11.0 Sublease and Assignment.**

Lessee shall not assign this Lease or sublet the said Premises or any part thereof, or any right or privilege appurtenant thereto or suffer any other person to use or occupy said Premise or any portion thereof without written consent of Lessor, which consent shall not be unreasonably withheld. Consent to one assignment, subletting, occupation or use by another person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation or use by another person; any assignment or subletting, which is consented to by Lessor shall not relieve Lessee herein of responsibility of the lease.

**12.0 Termination of Lease.**

Either party may terminate for material breach of the terms and conditions contained herein. Lessee may terminate this agreement upon thirty days notice, when, for whatever reason, then existing conditions render the Premises unusable for telecommunications. Lessee shall have 60 days to remove personal property from the Premises. Lessee's personal property remaining on the Premise after 60 days shall become the property of Lessor. Rent shall continue during this 60 day time period.

**13.0 Governing Law.**

The laws of the State of Alaska shall govern this Agreement. Jurisdiction for any legal proceedings arising out of this Agreement shall be in Juneau, Alaska. The prevailing party in any action or proceeding shall be entitled to actual and reasonable attorney's fees, costs and disbursements.

**14.0 Notices.**

Any notices to be given under this Agreement may be effected either by personal delivery in writing or via certified mail, return receipt requested, to the respective address first set forth above, or to such other address as the recipient shall have previously provided to the sending party in accordance with this section.

**15.0 Recordation.**

Either party may record this Agreement.



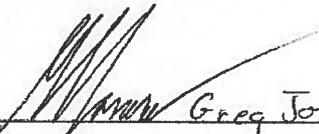
16.0 Easements and Right of Way.

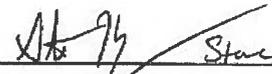
The Lessor reserves the right, without compensation or adjustment in rental payments to Lessee, to grant surface, underground or overhead utility easements or rights of way in or upon the lease premises, if the exercise of the right will not unreasonably interfere with the Lessee's use of the property.

Dated this 11/02 day of, 2004.

LESSEE Communication Corp.  
2550 Denali Street, Suite 1000  
Anchorage, Alaska 99503  
Attn: Properties Department  
Tel # 907-265-5600  
Fax # 907-265-5673

LESSOR City and Borough of Yakutat  
P.O. Box 160  
Yakutat, Alaska 99689  
Attn: Manager  
Tel # 907- 784-3323  
Fax # 907- 784-3281

By:  Greg Jones  
Its: UP Properties

By:  Steve Henry  
Its: CBJ Manager



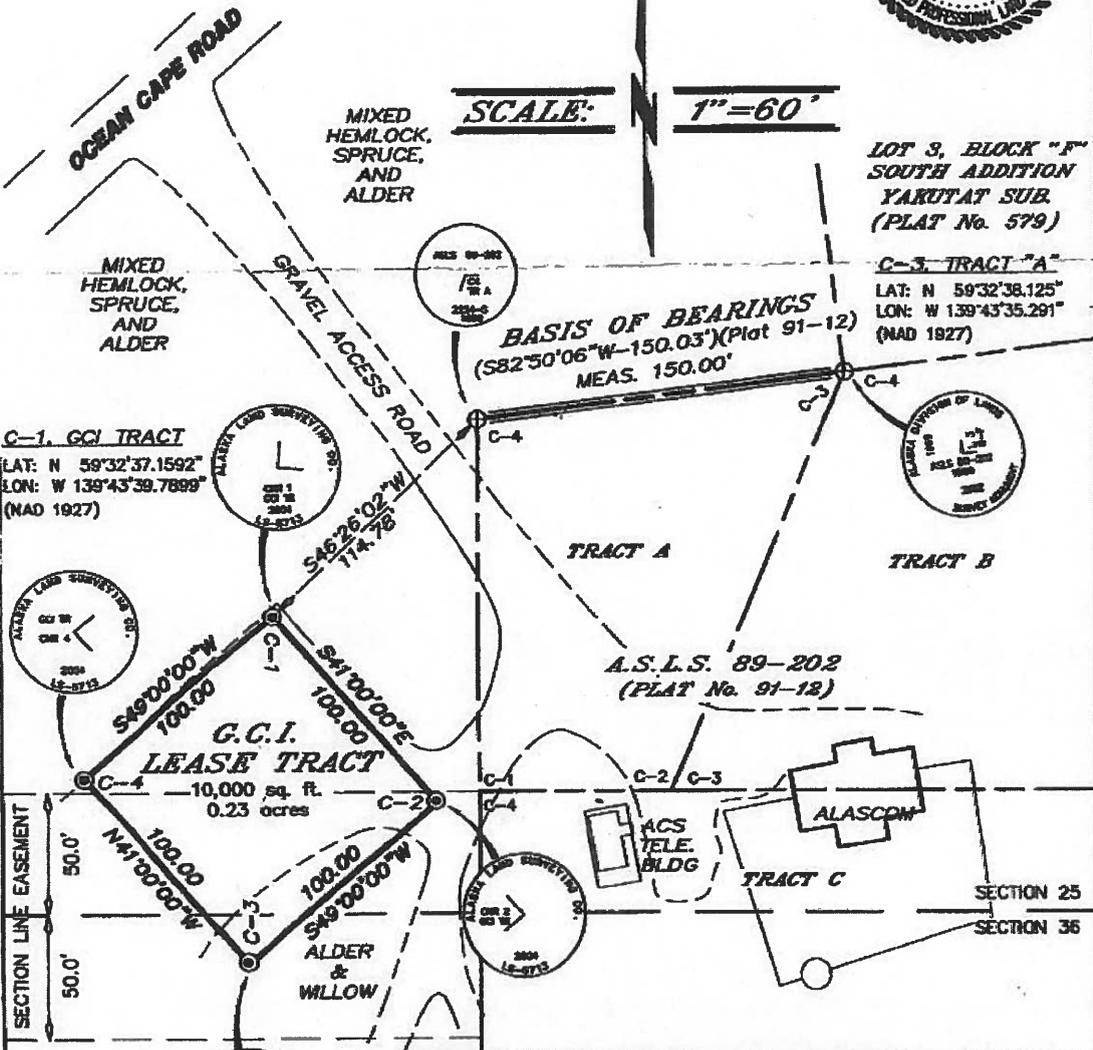
# GCI / Yakutat Exhibit A

## LEGEND

- ⊕ FND 3-1/4" DIA. BRASS CAP OR 3-1/4" DIA. ALUMINUM CAP ON 2" DIA. PIPE
- ⊙ SET 2-1/2" DIA ALUMINUM CAP ON 5/8" DIA X 36" LONG REBAR



SCALE: 1" = 60'



RECORD OF SURVEY  
**GCI LEASE TRACT**  
 WITHIN CITY AND BOROUGH OF YAKUTAT LANDS  
 WITHIN PROTRACTED SECTIONS 25 & 36 T.27S., R.33E., C.R.M.  
 JUNEAU RECORDING DISTRICT

REVISED DATE: 15 SEPTEMBER 2004 FILE NO.: 04132.01A / 618

**ALASKA LAND SURVEYING CO.**  
 JUNEAU, ALASKA 907-789-0000 OFFICE 907-789-4224 FAX



### CONSENT TO LICENSE AGREEMENT

This Consent to License Agreement is hereby given on the day last signed below, by the City and Borough of Yakutat ("Lessor"), to GCI Communication Corp., ("Lessee") and Alaska Communications Internet, LLC., ("Licensee").

WHEREAS, Lessee and Lessor entered into a Lease Agreement dated October 1, 2004 ("Lease"), pertaining to that certain real property located within in U.S.S. 5630 Pt. Lot 5 within the City and Borough of Yakutat Lands within protracted Sections 25 & 26 T.27S, R.33E, C.R.M, Juneau Recording District ("Property"); and

WHEREAS, Lessee desires to license equipment space in its shelter located on the Property to accommodate equipment mounted on the NW interior wall and space for one rack ("Licensed Space") to Licensee; and

WHEREAS, Paragraph 11 of the Lease states the Lessee may assign space or any part thereof, or any right or privilege appurtenant thereto or suffer any other person to use or occupy said Property or any portion thereof provided that Lessee obtains Lessor's advance written consent.

NOW THEREFORE, Lessor, Lessee and Licensee hereby agree as follows:

A. Lessor hereby consents to Lessee's license of an interior portion of the Lessor owned building on the Property, described as the Licensed Property, to Licensee, upon the terms and conditions of the foregoing collocation license agreement. Licensee agrees to be bound by all of the terms and conditions of the Lease.

B. Lessee acknowledges that it shall remain primarily liable for, and will not be released from, full performance of all terms and conditions of the Lease, notwithstanding the existence of, and CBY's consent to the collocation license agreement;

C. CBY is entitled to pursue all remedies available in the event of breach of the Lease, without regard to the performance or nonperformance of the terms of the collocation license agreement by Licensee.

D. CBY's consent to the collocation license agreement described herein is not a consent to any other assignments, subleases or licenses of the Lease or any portion thereof.

IN WITNESS THEREOF, this Consent to Collocation License Agreement has been executed and is effective the day and year last signed below.

*Signature Blocks on the following page.*



**LESSOR:**  
**City and Borough of Yakutat**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**LESSEE:**  
**GCI Communication Corp.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**LICENSEE:**  
**Alaska Communications Internet, LLC**

By: Richard Benken  
Richard Benken (Sep 2, 2020 15:47 AKDT)

Name: Rick Benken

Title: VP Network Strategy, Engineering and Ops

Date: Sep 2, 2020



Signature: Richard Benken  
Richard Benken (Sep 2, 2020 15:47 AKDT)

Email: richard.benken@acsalaska.com

Title: VP- Network SEO

Company: Alaska Communications Systems Group, Inc.

