



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  
September 3, 2020 7:00 p.m. City Hall**

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The Borough Assembly shall conduct a Regular Meeting on  
Thursday, September 3, 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, September 3th 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

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**City and Borough of Yakutat, Alaska  
Borough Assembly Regular Meeting  
September 3, 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: NONE

PUBLIC HEARING AND CONSIDERATION OF ORDINANCE: NONE

RESOLUTIONS:

- 8.1 RESOLUTION 20-341: A RESOLUTION DESIGNATING CERTAIN BOROUGH OWNED PROPERTY FOR SALE, AND DESIGNATING THE TERMS AND CONDITIONS OF SAID SALE.

- 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.
- 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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Phone (907) 784-3323  
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# Minutes

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**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

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 gettin’ 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:

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**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**

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7.3 B



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.

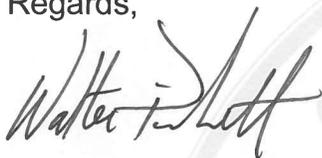
To the extent that the City views the presence of NWCI as negatively impacting community involvement and support, please understand that NWCI considers itself a member of the local community in a number of important ways. First, NWCI provides local employment opportunities and training in retail sales, 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.

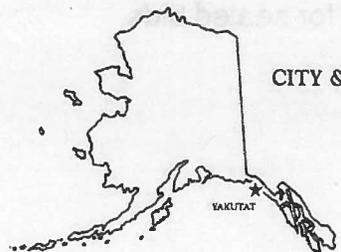
Regards,



Walter Pickett



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CITY & BOROUGH of YAKUTAT  
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## Borough Manager's Report Sep 6, 2020

### Cares funding for Yakutat business is now open for applications

#### Administration

- Administrative offices are open for business but are limiting the number of customers in the building at one time. Please use the West entrance of City Hall. Visitors are asked to practice social distancing (6 feet from others) as much as possible.
- The audit of CBY F20 will be done by BDO the week of July 16<sup>th</sup>.

#### Public Works

##### Road Maintenance

- Grading, brush clearing in row, and sign repair is ongoing.

##### Water/Sewer

- ANTHC is hoping to be here in September to start work on the lift stations.
- All lift stations are running consistently, except recently the Village Lift Station had flapper issues causing it to lose prime overnight. It has been repaired and closely monitored.

CBY was award a 71K grant to repair and update the fresh water supply plant pumps.

##### Boat Harbor

- Boar Harbor shower and restroom and in the planning stages

##### Planning

- The electric energy grant has been submitted to improve night time lighting.

##### Parks, Recreation, and Trails

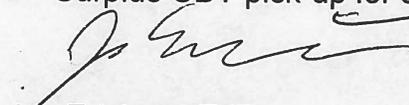
- The Train Trail from GBL to Airport continues to be cleared of fallen trees.
- CBY and YTT crew have been making progress on the development of the Community Garden (located within the 5-acre Park behind the school). Talk with Penney James at YTT about the Community Garden Program and garden bed availability.

##### Public Safety Fire Dept. & EMS

- Real ID's are available from DVM by appointment only at this time. The deadline may be extended to 2021.
- Yakutat Emergency Response Team continues to meet and have been working diligently to secure PPE, educate the community about COVID-19 safety measures, mandates and guidelines, and prepare for response to the virus and patients once it arrives in the community.

**Other Activity**

- Surplus CBY pick-up for sale is now open for sealed bids.



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

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**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 of the four items 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**

### 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: \_\_\_\_\_

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. Buller  
Its: President  
Dated: 8-22-2020

\_\_\_\_\_  
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



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**



**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**

---

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.
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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:

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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



<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

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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	Boggess	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	EguireLee	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



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