



CITY & BOROUGH of YAKUTAT
P.O. Box 100
Yakutat, Alaska 99609
Phone (907) 784-3323
Fax (907) 784-3281

NOTICE

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

The Borough Assembly shall conduct a Regular Meeting on

Thursday, August 6, 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 no later than Thursday, August 6th 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



CITY & BOROUGH of YAKUTAT
 P.O. Box 160
 Yakutat, Alaska 99689
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AGENDA

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

1. CALL TO ORDER:
2. ROLL CALL:
3. ADOPTION OF AGENDA:
4. MINUTES OF PREVIOUS MEETING:
 - 4.1 July 2, 2020 – Regular 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 ORDINANCE 20-675: AN ORDINANCE AMENDING SECTION 2.45.025 OF THE CODE OF THE CITY AND BOROUGH OF YAKUTAT, ALASKA.
 - 8.2 ORDINANCE 20-676: AN ORDINANCE APPROPRIATING CARES ACT FUNDING.

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.
 - 8.4 RESOLUTION 20-338: A LEASE AGREEMENT YAKUTAT TLINGIT TRIBE
 - 8.5 RESOLUTION 20-339: A LEASE AGREEMENT DIERICK'S TSIU RIVER LODGE
9. OLD BUSINESS: NONE
10. NEW BUSINESS:
- 10.1 Financial Report for Period Ending June 30, 2020.
 - 10.2 Yakutat Small Boat Harbor Final Inspection Report
 - 10.3 Employment Agreement: Police Chief, James Capra
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 July 2, 2020 7:00 p.m. City Hall

CBY Staff Present: Jon Erickson, Borough Manager and Alfredo Munoz Jr., Borough Clerk
Public Present: Sylvia Green
Public Telephonic: None

1. CALL TO ORDER:

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

2. ROLL CALL:

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

QUORUM PRESENT

3. ADOPTION OF AGENDA:

MOTION: G. Valle moved to adopt the Agenda as presented

SECOND: S. Demmert

DISCUSSION: None

QUESTION: G. Valle

VOICE VOTE: All Ayes

MOTION CARRIED

4. MINUTES OF PREVIOUS MEETING:

4.1 June 25, 2020 – Special Meeting

MOTION: G. Valle moved to approve the minutes of June 25th 2020 Special Meeting.

SECOND: S. Demmert

DISCUSSION: None

QUESTION: S. Nelson

VOICE VOTE: All Ayes

MOTION CARRIED

5. **MANAGER' S REPORT:**

Borough Manager, Jon Erickson: Commented on many subjects: John Waldron IC Chief, to give the Assembly and community an update regarding COVID-19, Nathan Moulton to give the Assembly and community an update on the YTT Domestic Violence Shelter Project. Commented on the Census, CARES Grant, Ordinance 20-673, Resolution 20-335, French Drain near the Public Works building, ANTHC, School Lift Station, Harbor Master resignation, Internet at the Boat Harbor, Tier 1 Boat Harbor Grant, 7 Municipal Titles, Original Zoning Map has been located, 4th of July Events, Trail Clearings, Yak-Timber and AVEC, Community Garden, Forest Service Salmon Enhancement, Surplus Vehicles, Building and Ambulance Grants.

S. Nelson: Inquired on the hiring status of the new Harbor Master.

J. Erickson: Commented that current CBY employees Steve Burris, Arlen Skaflestad and Ron Beattie are performing the duties of the Harbor Master at this time.

D. James: Inquired on the details of the Tier 1 Boat Harbor Grant.

J. Erickson: Commented on the history of the Tier 1 Boat Harbor Gant with the State of Alaska. Commented that Yakutat is in a good position to potentially receive the grant.

D. James: Inquired on the Zoning Map.

J. Erickson: Commented the official Zoning Map has been found.

D. James: Commented on the logging going towards the airport and potential blow downs on power lines.

J. Erickson: Commented on the land owners and hopes the trees will be felled before the winter to avoid potential power outages.

D. James: Inquired on the stream restoration work.

J. Erickson: Commented on the Ophir Creek work.

D. James: Expressed concerns on the logging activity near the West Fork of Ophir Creek.

C. Bremner: Inquired on the hiring status of the Police Chief.

J. Erickson: Commented he would have more information in the next few days.

D. James: Commented on the historic State regulations regarding the sockeye in Ophir

Creek.

J. Erickson: Commented he will have a conversation with ADF&G to find more information regarding the regulations for sockeye in Ophir Creek.

C. Bremner: Commented on the flooding of Ophir Creek from beaver dams and inquired if any action can be taken to prevent the situation from happening again.

D. James: Commented in the past Bill Lucy moved the dam, but the beavers returned.

S. Demmert: Commented it very difficult to regularly clear beaver dams in that area, but one can apply to get a permit from the State to trap the beavers in the summer time.

C. Bremner: Commented that may be something CBY should pursue in the future. Thanked John Waldron for all the work the IC has done and continues to do. Commented the fire response at the Situk was amazing and thanked all the volunteers.

6. COMMUNICATIONS AND APPEARANCE REQUESTS:

COVID-19 Incident Commander, John Waldron: Commented on many subjects regarding COVID-19: Public tracing, potential quarantine violations, vessel crew change, increase in visitors to community, constructing a shelter at the airport, Yakutat Lodge opening, IC continuing to provide PPE to local businesses, Clinic will take over hiring for the greeter positions, vouchers, rapid tests, EMS Coordinator hired, Fire/EMS training, Fire Department in need of volunteers, Police Blotters on CBY website, Yakutat does not have any positive cases of COVID-19. Commented on businesses operating during this time.

7. AUDIENCE PARTICIPATION:

7.1 IN PERSON PARTICIPATION

Nathan Moulton: Commented on the proposed buildings regarding the Domestic Violence Shelter, commented on the upcoming Lease Agreement between the CBY and YTT. Commented on the potential of an office building.

G. Valle: Inquired if the office building will be directly related to the Domestic Violence Shelter.

N. Moulton: Commented the office building would be for the multiple positions related to Domestic Violence Shelter.

G. Valle: Inquired if the community has been experiencing many Domestic Violence cases.

N. Moulton: Commented yes, and commented on the secondary conditions after the violence takes place. Commented on the short term and transitional living quarters. Commented on the upcoming Lease, sewer and water.

J. Erickson: Commented on the Lease, and commented that the City, today has

received the appraisal, and can now move forward in the process. Commented that the Lease will be presented to the Assembly at the next scheduled meeting.

N. Moulton: Commented that the housing units will be arriving on the barge fully constructed and fully furnished ready to be lived in. Commented on three new Tahoe's for the City Police Department as well as a river jet boat that will be able to be used on the Situk for Sport Fish monitoring.

D. James: Inquired on the size of the office building and will it be housing as well.

N. Moulton: Commented it will house the Dept. Of Justice Employees, Crime Victim Advocate, Domestic Violence Advocate, and Court Clerk. Commented on the size being 48x15ft.

C. Bremner: Commented she is pleased to hear of these plans and it is needed. Commented on the high quality training. Commented she will be happy to see a lease come to the Assembly. Thanked Nathan and the Yakutat Tlingit Tribe.

7.2 PARTICIPATION BY WRITTEN COMMENT: None

7.3 TELEPHONIC PARTICIPATION: None

8. HEARINGS, ORDINANCES AND RESOLUTIONS:

INTRODUCTION: NONE

PUBLIC HEARING AND CONSIDERATION OF ORDINANCE:

8.1 ORDINANCE 20-673: AN ORDINANCE AMENDING SUBSECTION 2.08.010(A) OF THE CODE OF THE CITY AND BOROUGH OF YAKUTAT, ALASKA.

PUBLIC COMMENTS: None

MOTION: G. Valle moved to approve Ordinance 20-673 as presented.

SECOND: S. Demmert

DISCUSSION: None

QUESTION: S. Demmert

ROLL CALL VOTE:

D. James: Yes

S. Demmert: Yes

G. Valle: Yes

S. Nelson: Yes

ORDINANCE 20-673 PASSED

RESOLUTIONS:

8.2 RESOLUTION 20-335: A RESOLUTION SUPPORTING THE CITY & BOROUGH OF YAKUTAT ASSEMBLY TO APPLY FOR & RECEIVE TRANSPORTATION FUNDS FOR THE PURPOSE OF IMPROVING THE RIDGE ROAD, WHICH OPPORTUNITY IS AVAILABLE THROUGH THE DENALI COMMISSION.

MOTION: G. Valle moved to amend Resolution 20-335, to add the following: for applying and receiving transportation funds to improve Ridge Road and the Denali Road Extension, and includes the Denali Extension in Yakutat.

SECOND: S. Demmert

DISCUSSION: *D. James:* Inquired on the Denali Road Extension.

Jon Erickson: Commented on the location of the Denali Road Extension.

QUESTION: S. Nelson

VOICE VOTE: All Ayes PASSED

D. James: Inquired if there will be an Ordinance coming to the Assembly regarding matching funds.

Jon Erickson: Commented it's in kind, and it will be similar to the Asha project. Commented it doubles CBY's Road Budget and potential to spend \$40,000 on a piece of equipment.

8.3 RESOLUTION 20-336: A RESOLUTION SUPPORTING A STATE OF ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES (DOT&PF) RAMP DRAINAGE AND REPAVING PROJECT AT THE YAKUTAT AIRPORT

MOTION: G. Valle moved to approve Resolution 20-336 as presented.

SECOND: S. Nelson

DISCUSSION: None

QUESTION: S. Nelson

VOICE VOTE: All Ayes PASSED

9. OLD BUSINESS: NONE

10. NEW BUSINESS: NONE

11. AUDIENCE PARTICIPATION: None

- 11.1 IN PERSON PARTICIPATION
- 11.2 TELEPHONIC PARTICIPATION

12. MAYOR'S REPORT, ASSEMBLY MEMBERS COMMENTS:

D. James: Inquired on the 5G in Yakutat.

J. Erickson: Commented Cordova Wireless completed their dish on Ridge Road. Commented on construction, work at the current AT&T tower, and the work order has been approved.

S. Demmert: Inquired on the leak running down Ridge Road.

J. Erickson: Commented he thought it was fixed.

C. Bremner: Thanked Jon and CBY staff, welcomed Sheri and her mother back to Yakutat.

13. ADJOURNMENT:

MOTION: S. Demmert moved to adjourn at 8:05 p.m.

VOICE VOTE: All Ayes

MOTION CARRIED

PASSED AND APPROVED THIS ___ DAY OF _____ 2020.

Cindy Bremner, Mayor

ATTEST:

Alfredo Munoz Jr., Borough Clerk



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**Borough Manager's Report
August 6, 2020**

Please take the 2020 Census on line <https://2020census.gov>.

Introduction of Ordinances related to Cares Grant funding. Resolutions for CBY to surplus vehicles: (Chevy Pickup 2000) YTT, lease with YTT for the Domestic Violence Shelter, Dierick Tsiu lease. Approval of small business economic grant program (CARES), Notice of Intent to award ambulance. Appropriation ordinance for portion of CARES funding, Ordinance amending section 2.45.025 of the code, Employment Agreement: Police Chief, James Capra.

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.

Public Works

- A new French drain was installed at Planning/Public Works parking lot to mitigate flooding that happens during the winter months.

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.

Boat Harbor

- Internet service has been installed at the Harbor, unfortunately the original location of dish did not get a good enough signal. Next step is installing wireless connection not the Boat Harbor building. (Seaport Telecom is waiting arrival of wireless connection equipment)
- Preparations for submitting Tier 1 funding request for the Boat Harbor have begun.
- No Parking of trailers, cars boats left unattended behind the Yakutat Public Safety Building. All trailer and vehicle must be removed for upcoming construction staging.

Planning.

- Property improvements in the community are increasing. In 2020, we have had five Zoning Compliance Permits submitted and 2 Conditional Use Permits submitted.

There are other properties in town that show signs of groundbreaking, so follow-ups will be done to ensure necessary permitting in place.

Parks, Recreation, and Trails

- The Train Trail from GBL to Airport has been cleared of fallen trees. Will continue to brush as time allows.
- 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

- A Police Dispatch and COVID-19 support position has been posted.
- 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

- The Borough is purchasing a newer vehicle and will surplus or dispose of a few Junkers that are well past their useful life.



Jon Erickson EdD

City and Borough Manager

PO Box 160

Yakutat, AK 99689

Office (907) 784-3323 x103 Cell (907) 254-3826

Sponsored by: J. Erickson, Borough
Manager

Introduced: 08-06-2020

Public Hearing Date: 09-03-2020

Date of Approval: _____

**CITY AND BOROUGH OF YAKUTAT, ALASKA
ORDINANCE 20-675**

AN ORDINANCE AMENDING SECTION 2.45.025 OF THE CODE OF THE CITY AND BOROUGH OF YAKUTAT, ALASKA.

Whereas, under state regulation, an experienced police officer who otherwise meets the qualifications for advanced certification must be employed by a police department within the State of Alaska for a minimum of 12 consecutive months in order to gain such certification by the Alaska Police Standards Council (APSC); and

Whereas, Borough Code currently requires such advanced certification for the position of Police Chief, thus making it difficult for experienced law enforcement personnel from either out-of-state, or from within state but in a law enforcement position with the state or federal government , to immediately qualify for the Borough Police Chief position; and

Whereas, the Assembly determines it would be beneficial to amend the Borough Code to allow the position of Police Chief up to 13 months to obtain the required advanced certification, and to add physical and mental capability requirements in accordance with state regulation.

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

Section 1. Codification. This ordinance is of a general and permanent nature and shall be codified.

Section 2. Purpose. The purpose of this Ordinance is to provide a 13-month period for a police officer to obtain advanced certification in order to hold the position of Borough Police Chief, and to add physical and mental capability requirements in accordance with state regulations.

Section 3. Substantive Provisions:

1. **Amendment.** Section 2.45.025, *Qualifications of Police Chief*, of the Code of the City and Borough of Yakutat, Alaska, is hereby amended to read as follows (the new language is in bold and underlined, and the language proposed for deletion is in brackets and struck through):

2.45.025 Qualifications of Police Chief.

A. Minimum Qualifications. The Police Chief shall:

1. Be 21 years of age or older;
2. be a U.S. citizen, or possess a legal right to accept employment in the United States;
3. be a high school graduate or equivalent;
- 4. be certified, as required by state regulation, to be physically and mentally capable of performing the essential functions of the position; and**
- 5[4]. be of sound moral character.**

B. The Police Chief shall be technically qualified through training and experience, shall have the ability to command people, and shall possess the following minimum certifications:[:]

1. Basic Life Support provider and Emergency First Aid, which meets or exceeds the State requirements; and,
2. **Within thirteen (13) months of commencing employment with the Borough, an Advanced Certificate issued by [Meet or exceed the minimum standards set forth by] the Alaska Police Standards Council (APSC)[in order to be certified as a Borough Police Officer, holding an Advanced Police Officer certificate issued by APSC], or the equivalent certification from another state or jurisdiction.**

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/Ord283

Sponsored by: Jon Erickson, Borough Manager

Introduced: 08-06-2020

Public Hearing Date: 08-13-2020

Date of Approval: _____

**CITY AND BOROUGH OF YAKUTAT, ALASKA
ORDINANCE 2020-676**

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. \$90,000 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. 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 _____ DAY OF _____, 2020.

CITY AND BOROUGH OF YAKUTAT, ALASKA

CINDY BREMNER
MAYOR

ALFREDO MUNOZ, JR.
BOROUGH CLERK

YAKCODE\ORD284b

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**CITY AND BOROUGH OF YAKUTAT, ALASKA
RESOLUTION 20-337****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	Year	Model/VIN #	Minimum Bid
Chevrolet- Pickup	2000	1GCGK29U2YE276348	\$250.00

**CITY AND BOROUGH OF YAKUTAT, ALASKA
RESOLUTION 20-338**

A RESOLUTION OF THE BOROUGH ASSEMBLY APPROVING THE LEASE OF LAND TO YAKUTAT TLINGIT TRIBE FOR CONSTRUCTION AND OPERATION OF RESIDENTIAL STRUCTURES TO BE UTILIZED AS TEMPORARY SHELTERS FOR VICTIMS OF DOMESTIC VIOLENCE.

WHEREAS, Yakutat Tlingit Tribe (YTT) has secured funding through the United States Department of Justice, Office of Victims of Crime, to assist in improving and expanding services for victims of domestic violence (Grant Award #2019-VO-GX-0042); and

WHEREAS, the funding allows for the procurement of manufactured single or multi-family homes for use by domestic violence victims as temporary shelters; and

WHEREAS, YTT has requested to lease, for a term of 20 years, a parcel of Borough land for this use; and

WHEREAS, the parcel has been identified and assessed by the Borough Assessor; and

WHEREAS, the Borough Assembly, under Chapter 7.20 and Section 7.16.060 of the Borough Code, approves the lease of this parcel for this use, and determines that this use is for a public purpose and is advantageous to the Borough.

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

SECTION 1: The lease of the following described Borough property to Yakutat Tlingit Tribe is hereby approved, on substantially the terms and conditions set out in the attached Lease Agreement.

A part of ASLS 87-133, Township 27 South, Range 34 East, Copper River Meridian Alaska, containing .63 acre more or less, described as follows:

Commencing at the Northeast Corner (1) of ASLS 87-133. thence S 18°02'33" E along the Easterly property line a distance of 125 feet, thence S 71°57'27" W a distance of 25 feet to the point of beginning, lease corner 1, thence S 71°57'27" W a distance of 125 feet to lease corner 2, thence S 18°02'33" E a distance of 220 feet to lease corner 3, thence N 71°57'27" E a distance of 125 feet to lease corner 4, thence N 18°02'33" W a distance of 220 feet to the point of beginning.

SECTION 2: The Borough Manager is authorized to sign the Lease Agreement on behalf of the Borough.

PASSED AND APPROVED THIS _____ DAY OF _____ 2020.

Cindy Bremner, Mayor

ATTEST:

Alfredo Munoz, Jr.
Borough Clerk

Reso093

CITY AND BOROUGH OF YAKUTAT
P.O. BOX 160
YAKUTAT, ALASKA 99689

LEASE AGREEMENT

This Lease Agreement (hereinafter "this agreement" or "this lease agreement") is made, effective as of the date of the last signature below, between the City and Borough of Yakutat, P.O. Box 160, Yakutat, Alaska, 99689, hereinafter referred to as "lessor", and Yakutat Tlingit Tribe, P.O. Box 418, Yakutat, Alaska 99689, hereinafter referred to as "lessee."

In consideration of the mutual promises contained in this agreement, the parties agree as follows:

1. Grant of Lease and Description of Leased Property.

A. Under the authority of CCBY Chapter 7.20, this lease is issued for the following described real property, hereinafter referred to as the "leased property", subject to all valid existing rights, easements, including public access easements, rights-of-way (including any section line right-of-way), reservations and exceptions, including those found in any patent or deed by which the lessor received the property, or other interests in the land in existence on the date of execution of this lease agreement:

A part of ASLS 87-133, Township 27 South, Range 34 East, Copper River Meridian Alaska, containing .63 acre more or less, described as follows:

Commencing at the Northeast Corner (1) of ASLS 87-133. thence S 18°02'33" E along the Easterly property line a distance of 125 feet, thence S 71°57'27" W a distance of 25 feet to the point of beginning, lease corner 1, thence S 71°57'27" W a distance of 125 feet to lease corner 2, thence S 18°02'33" E a distance of 220 feet to lease corner 3, thence N 71°57'27" E a distance of 125 feet to lease corner 4, thence N 18°02'33" W a distance of 220 feet to the point of beginning.

Subject to the terms and conditions set out herein, and any attachments hereto or matters incorporated herein, the lessor leases to lessee, and lessee leases from lessor, the leased property.

B. Lessee, at lessee's sole expense, shall cause to survey and prepare a recordable subdivision plat of the leased parcel, approved by the Borough. The survey

and plat shall comply with Borough Code, and any additional survey instructions issued by the lessor. The survey shall be completed and recorded within thirty (30) months of the effective date of this lease agreement.

2. Term of Lease. The term of this lease agreement is twenty (20) years, commencing on the 1st day of November, 2020 and ending at 12 o'clock midnight on the 31st day of October, 2040, unless sooner terminated under the terms of this agreement.

3. Lease Payment.

A. The lessee shall pay to the lessor in advance, without the necessity of any billing by the lessor, an annual payment of Five Thousand Five Hundred Dollars and No Cents (\$5,500.00), due on or before the 1st day of November of each year of the term, beginning November 1, 2020.

The lease payment set out above is subject to adjustment by the lessor at five year intervals, beginning at the commencement of the sixth year of the term (hereinafter referred to as an "adjustment date"), as set out in subsection (B) of this section 3. The compensation adjustment takes effect on the applicable adjustment date, regardless of whether the adjustment determination occurs before or after that date. All reasonable costs of an adjustment, including reappraisal if required by the lessor, will be borne by the lessee.

B. At an adjustment interval, the lessor may, at its discretion, adjust and increase the lease payment. The payment may be adjusted based upon an appraisal of the leased property, a review of lease rates for comparable properties, or upon any other methodology to be used by the lessor to establish the fair rental value of properties. The lessor may require the lessee to provide an acceptable current market appraisal of the leased property, with the appraiser and appraisal subject to the review and approval of lessor, and the cost of appraisal borne by the lessee. The lessor may then adjust the lease payment based upon or in conjunction with that appraisal. Adjustment of the lease payment is not limited to the appraised fair rental value of the leased property, but shall not be less than that amount.

4. Penalty/Interest on Delinquent Payments. Any payment due under this lease agreement shall be deemed in default and delinquent if not paid within fifteen (15) days of the due date. The sum of \$250, or interest at the annual rate of eight percent (8%) on the delinquent payment, whichever is greater, shall be assessed on any delinquent payment. Additionally, the lessee shall be responsible to lessor for any returned check fees or charges incurred by lessor as to any check or other payment of lessee on which the bank refuses payment.

5. Use of leased property. The leased property shall be used only for construction and operation of two 56' x 15' residential structures as temporary shelters for victims of domestic violence, and one 48' x 30' structure to be utilized as a domestic violence shelter office.

A. The lessee shall submit to lessor, and obtain lessor's prior approval of, a development plan setting forth the following:

i. a thorough description of any equipment, facilities or improvements to be constructed, installed or otherwise placed upon the leased property (and including those already existing on the property at the time of lease commencement), the use of each such item, and a precise map showing the placement of same;

ii. a plan for installation of utilities to the property;

iii. a plan for removal of refuse from the site;

iv. a plan for security at the premises; and

v. a plan for restoration and reclamation of the leased property to its original condition upon expiration or termination of the lease.

Such development plan, once approved, shall be considered a part of this lease agreement.

Approval of a development plan, or any revision to a plan, is not approval of any required zoning compliance permit, or consent to any particular use under the Zoning Code of the City and Borough of Yakutat. Lessee is required to separately apply for and obtain any necessary zoning permits and approvals from the City and Borough of Yakutat.

B. Lessee agrees that all development of, and improvements placed upon, the leased property by lessee shall be of good quality, using appropriate materials and workmanship, and in compliance with all applicable building, fire and other applicable codes. Performance of development on the leased property, once started, shall be timely and efficiently completed to conclusion. Lessee shall be solely responsible for payment, and shall promptly and timely pay in full, all contractors, subcontractors, and other third parties for work performed in connection with lessee's development and improvements.

C. Any use or development of the leased property must be consistent and in compliance with the approved development plan, and lessee is prohibited from placing or installing any equipment or facilities, or constructing any improvements, on the leased property except for those specifically contained in the approved development

plan, and only in the specific location approved and placed/installed/constructed in the manner provided. The lessee is responsible for any survey that may be necessary for accurate location. All such equipment, facilities and improvements shall be properly maintained, and safeguarded in a manner necessary to prevent said from becoming an attractive nuisance. Any use or development inconsistent with the approved development plan is a violation of this lease. Equipment, facilities or improvements placed or constructed on the leased property in violation of this provision are subject to an order of removal issued by lessor, failing which lessor may, at its discretion, suspend activities of the lessee on the leased property, terminate this lease agreement, and/or remove said equipment, facilities or improvements at lessee's expense.

D. This lease is for surface use only. The lessee may not, without lessor's written approval, utilize, sell or remove from the leased property any surface or subsurface material, including but not limited to, coal, oil, gas, timber, stone, mineral, rock, gravel, sand, peat moss, topsoil or similar material or matter.

E. Any proposed revision to the use of the leased property or the development plan must be submitted to, and approved in writing by, the lessor prior to any change by lessee in use or development.

F. Failure of the lessee to make substantial use of the leased property consistent with the approved development plan within two years of lease inception, or any substantial abandonment or cessation of activities by lessee for one year, will, in the lessor's discretion, constitute grounds for termination of the lease.

6. Disposition upon Termination or Expiration. Upon the expiration or other termination of this lease agreement, the lessee shall peacefully leave and deliver up all of the leased property in good, sanitary and marketable condition acceptable to the lessor. Unless otherwise agreed to by lessor, lessee shall, at lessee's sole expense, remove all property, equipment, facilities and improvements (excepting utility installations) from the leased property and restore the leased property to its original or otherwise agreed upon condition, in accordance with the restoration plan set forth in the approved development plan. If any of the lessee's property, equipment, facilities and improvements are not removed in accordance with the restoration plan, title to it shall, at lessor's discretion, vest in lessor, the lessee may be required to pay rent on any such items left on the property and/or the items may be sold under the provisions of section 7.20.080 of the borough code. The lessee shall be liable to the lessor for any costs, expenses or damages arising out of the failure of lessee to comply with this provision or the provisions of the restoration plan.

7. Posted Notice. Lessee shall post a notification on the leased property, in a conspicuous location approved by lessor, that (a) states that the premises are occupied and operated by the Yakutat Tlingit Tribe, and (b) contains a contact number for lessee for inquiries. The notice shall be no less than 24" x 24" in size, with a

correspondingly large font size, and shall be made of weatherproofed materials. Lessee shall maintain the notice in good condition and repair.

8. Repairs and Maintenance/No Waste or Injury/Sanitation.

A. The lessee shall, at lessee's sole cost and expense, keep and maintain the leased property and any facilities and improvements placed thereon in good condition and repair, excepting normal wear and tear, to ensure that the leased property and its value shall not in any way be diminished or impaired. The lessee shall take all necessary steps to avoid deterioration of any lessee facilities and improvements, or parts or systems thereof, through preventive and corrective measures, and shall promptly repair damage to such facilities and improvements or any portion of the premises.

B. The lessee shall not commit waste or injury upon the leased property, whether ameliorated or otherwise. The lessee shall be liable for all damages sustained by lessor due to waste or injury.

C. The lessee shall promptly remove and properly dispose of all refuse, waste materials, garbage, and other rubbish resulting from lessee's activities. Any temporary storage of same shall be performed by lessee in compliance with all applicable laws and so as to prevent the creation of a health or safety hazard, or the attraction of or access to same by wildlife or disease vectors.

D. The lessee shall comply with all regulations or ordinances of the Yakutat Borough which are promulgated for the promotion of sanitation.

9. Compliance with Laws/Permits.

A. The lessee shall, in use and occupation of and activities on the leased property and at its sole expense, comply with all applicable federal, state and local laws, statutes, ordinances, regulations, and orders. The lessee shall also ensure compliance by its officers, agents, representatives, employees, contractors, guests and invitees.

B. The issuance of this lease does not relieve the lessee of responsibility for obtaining licenses or permits which may be required by duly authorized state, federal or local agencies having jurisdiction over the leased property or the approved use to be made of the leased property. Any necessary permits or licenses must be obtained prior to commencement of the permitted or licensed activity. The lessee may not permit any unlawful activity to be conducted on the leasehold.

C. The lessee shall pay prior to delinquency all taxes and assessments accruing against the leased property or improvements located thereon, or arising out of activities conducted on the leased property. If lessee fails to fully and timely collect

and/or pay taxes due the City and Borough of Yakutat, the lessor may, at lessor's discretion and under section 24 of this lease agreement, suspend all activities of the lessee on the leased property and/or terminate this lease agreement. Resumption of suspended activities may be authorized, in writing, by the lessor after the tax payments in arrears, plus all penalty and interest imposed, have been fully paid.

10. Destruction of boundary markers. Any survey monuments and corners, and other survey markers, shall be protected against damage or destruction. The lessee shall promptly notify lessor of any damage to or destruction of such marker, and shall reestablish such marker, at the lessee's sole expense, in a manner approved by lessor.

11. Water Areas. All activities by lessee on the leased property must be conducted so as to avoid damage to any streams, lakes and other water areas and land and shores adjacent to them. Vegetation and other materials, including wastewater, may not be deposited into any waters. Any damage resulting from lessee's failure to properly perform these requirements shall be promptly corrected or repaired by the lessee, at lessee's sole expense, in a manner approved by the lessor.

12. Fire Protection. The lessee shall take all prudent precautions to prevent fires, and is responsible for the suppression, including all costs thereof, of all fires occurring either on the leased property, or outside of the leased property if resulting from or arising out of use or occupancy of the leased property under this lease agreement. The lessee shall comply with all laws, regulations and ordinances currently or hereafter promulgated by all governmental agencies responsible for fire protection in the area of the leased property.

13. Encumbrance of leased property. Except upon the prior written consent of lessor, lessee shall keep the leased property free and clear from any and all liens (including without limitation materialmen's or mechanics' liens), or any other claim or encumbrance arising out of any work performed, materials furnished, or obligations incurred by lessee. Lessee agrees to indemnify lessor and defend and hold it harmless from and against any such lien, claim, or encumbrance, or any suit, proceeding or action thereon, together with attorney fees and any costs or expenses incurred by lessor in connection therewith. Lessee shall discharge and remove any liens, claims or encumbrances promptly, and in all cases within ten (10) days after notice from lessor, in order that lessor's title to the leased property shall be free of and from the effect of such liens, claims or encumbrances. In the event lessee does not so discharge any lien, claim or encumbrance, lessor may, but shall not be required to, do so, and all amounts paid shall be immediately due and owing from lessee. Before commencing or permitting any approved construction or work of alteration, addition or improvement at or to the leased property, lessee shall give lessor at least fifteen (15) days written notice of the commencement of such work.

14. Inspection. The lessor shall have, during regular business hours and upon 24 hours notice, access to the leased property and any improvements for purposes of inspection. The lessee may be charged fees by lessor, at lessor's standard rate, for routine inspections of the leased property, inspections concerning potential non-compliance, and a final close-out inspection.

15. Supervision/Employees and other Agents. The lessee shall maintain adequate supervision at all times at the leased property to ensure that the provisions of this lease agreement are enforced. The provisions of this lease agreement apply with equal force and effect to, and lessee is liable for any noncompliance caused by, any officer, agent, employee, representative, contractor, guest or invitee of lessee.

16. Land Alterations Due to Natural or Artificial Causes. The interest described in this lease, at the time of lease execution, constitutes the entire leased property. If, through natural or artificial causes, accretion or reliction of land occurs contiguous to the leased property, the lessee shall have no right to occupy or use the accreted or relicted land unless a separate lease is entered into with the lessor with respect to such lands.

17. Fuel and/or hazardous substances. The lessee shall not carry or store fuel, oil or any hazardous materials on the leased property without the prior written approval of lessor, and subject to such terms and conditions as the lessor, at its discretion, may establish. Any such established terms and conditions are incorporated herein by reference.

18. Indemnity.

A. The lessee shall indemnify, defend and hold harmless the lessor, and all employees, officials, representatives and agents of lessor, from:

i. all claims, demands, judgments, liabilities, penalties and costs (specifically including attorney fees incurred in investigating same) for loss, injury or damage, including but not limited to property damage, personal injury, wrongful death, and wage or employment claims, arising out of or in connection with the use or occupancy of or activities conducted on the leased property by the lessee, or by any officer, employee, agent, representative, guest, invitee, or contractor of lessee, or otherwise in any way related to this lease agreement;

ii. any fire or accident on the leased property;

iii. any nuisance made or suffered on the leased property; and

iv. any failure of the lessee to keep the leased property in a safe and lawful condition, consistent with all applicable laws, regulations, ordinances, statutes and orders.

B. All equipment, facilities, improvements, and other property whatsoever located on the leased property, are so located at the sole risk of the lessee, whether or not said property is owned by lessee or in lessee's possession or under lessee's control. Lessee will defend, indemnify and hold the lessor harmless from any claim of loss or damage to equipment, facilities, improvements, and other property by any cause whatsoever, including claims by third parties.

C. The obligations and provisions of this section 18 shall survive the expiration or termination of this lease.

19. Insurance.

A. Lessee shall, at lessee's sole expense, obtain and maintain in full force at all times during the term of this Agreement the following policies of insurance:

i. Commercial General Liability (CGL) Insurance, written on an occurrence form and not a claims-made form, insuring against injury, death and property damage, in the amount no less than \$2,000,000 per occurrence;

ii. Commercial Automobile Liability Insurance, covering bodily injury and property damage, with adequate per occurrence limits satisfactory to lessor;

iii. Workers Compensation Insurance as required by state law, and if applicable, any other federal or state insurance requirements regarding lessee's activities; and

iv. Property insurance, insuring lessee's property and improvements, in adequate amounts to insure the property's full value.

B. Lessor, and its officials, agents, representatives and employees, shall be an additional insured party on the CGL and automobile policies for liabilities connected with the use and occupancy of or activities conducted by the lessee on the leased property or otherwise related to this lease agreement, and all insurers shall agree to waive all rights of subrogation against lessor, and its officials, agents, representatives and employees. All policies shall be written by insurance companies, and on forms, satisfactory to lessor.

C. Proof of compliance with the provisions of this section, including certificates of insurance, shall be provided to lessor at the time of original issuance and upon renewal thereof. The certificate must provide for a 30-day prior notice to the lessor

in the event of cancellation, nonrenewal or material change of conditions.

D. LESSEE SHALL CONSULT AT LEAST ANNUALLY WITH AN APPROPRIATE INSURANCE PROFESSIONAL, LICENSED TO TRANSACT THE BUSINESS OF INSURANCE UNDER ALASKA STATE LAW, TO DETERMINE WHAT TYPES AND LEVELS OF INSURANCE ARE ADEQUATE TO PROTECT THE LESSEE AND LESSOR RELATIVE TO THE LIABILITY EXPOSURES OF LESSEE'S ACTIVITIES ON THE LEASED PROPERTY. THE LESSOR HEREBY RESERVES THE RIGHT TO REQUIRE ADDITIONAL TYPES AND LEVELS OF INSURANCE IF IT DETERMINES, IN ITS DISCRETION, THAT IT IS REASONABLY NECESSARY TO PROTECT THE INTERESTS OF THE PARTIES. THIS INCLUDES INCREASING FROM TIME TO TIME THE REQUIRED COVERAGE LIMITS SET OUT IN PARAGRAPH A ABOVE.

E. In the event the lessee becomes aware of a claim against it relative to this lease agreement, the lessee shall notify and provide documentation and full disclosure of the claim to the lessor within 20 days.

20. Environmental Compliance.

A. The lessee shall, at the lessee's own expense, comply with all existing and hereafter enacted environmental responsibility laws ("Environmental Laws"). The lessee shall, at the lessee's own expense, make all submissions to, provide all information to, and comply with all requirements of the appropriate governmental authority (the "Authority") under the Environmental Laws.

B. Should the Authority require that a remedial action plan be prepared and that remedial action be undertaken because of the presence of, or any disposal, release, spill, or discharge or threatened disposal, release, spill, or discharge of or contamination by, hazardous materials at the leased property that occurs or is discovered during the term of this lease or arises out of or in connection with the lessee's use or occupancy of the leased property, then the lessee shall, at the lessee's own expense, prepare and submit the required plans and financial assurances and carry out the approved plans.

C. At no expense to the lessor, the lessee shall promptly provide all information, and sign any documents, requested and required by the lessor to determine the applicability of the Environmental Laws to the leased property.

D. The lessee shall indemnify, defend, and hold harmless the lessor from all fines, penalties, suits, judgments, procedures, claims, demands, liabilities, settlements, and actions of any kind arising out of or in any way connected with the presence of or any disposal, release, spill, or discharge or any threatened disposal, release, spill, or discharge of, or contamination by, hazardous materials at the leased property that

occurs or is discovered during the term of the lease agreement or arises out of or in connection with the lessee's use or occupancy of the leased property; and from all fines, penalties, suits, judgments, procedures, claims, demands, liabilities, settlements, and actions of any kind arising out of the lessee's failure to provide all information, make all submissions, and take all steps required by the Authority under the Environmental Laws or any other law concerning any spill, discharge, or contamination that occurs or is discovered during the term of this lease agreement or arises out of or in connection with the lessee's use or occupancy of the leased property.

E. The lessee agrees that it will not discharge or dispose of, or suffer the discharge or disposal of, any petroleum products, gasoline, hazardous chemicals, or hazardous materials into the atmosphere, ground, wastewater disposal system, sewer system, or any body of water.

F. In any court action or administrative proceeding, in addition to all other applicable presumptions, it shall be rebuttably presumed that any environmental contamination of the leased property (i) has been released on the leased property; (ii) has resulted from acts or omissions of the lessee or its agent, officer, employee, representative, guest, invitee, or contractor; and (iii) has occurred during the term of this lease. The lessee has the burden of rebutting the presumptions by clear and convincing evidence.

G. The obligations and provisions of this section 20 shall survive the expiration or termination of this lease.

H. As used in this lease, the term "hazardous materials" means any hazardous or toxic substances, material, or waste that is or becomes regulated by any municipal governmental authority, the State of Alaska, or the United States government.

21. No Warranties. The leased property is leased "AS IS, WHERE IS". THE LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES, NOR ASSUMES ANY LIABILITY WHATSOEVER, REGARDING THE CONDITION, QUALITY, PROFITABILITY, OR FITNESS FOR A PARTICULAR USE OF THE LEASED PROPERTY, INCLUDING BUT NOT LIMITED TO THE SOCIAL, ECONOMIC, OR ENVIRONMENTAL ASPECTS OF THE LEASED PROPERTY (INCLUDING WITHOUT LIMITATION THE SOIL CONDITIONS, WATER CONDITIONS, WATER DRAINAGE, ACCESS, AND NATURAL OR ARTIFICIAL HAZARDS THAT MAY EXIST), AND ANY APPLICABLE STATUTORY OR OTHER WARRANTY IS EXPRESSLY DISCLAIMED BY LESSOR AND WAIVED BY LESSEE. The lessee represents that lessee has inspected the leased property, or has voluntarily declined to do so, and adequately determined that same is suitable for the use intended, and accepts all risks, obvious or hidden, arising from its possession, occupation and use. The lessor does not warrant or guarantee by its classification or zoning of land or approval of a development plan, that

the leased property is suitable for use authorized under said classification, zoning or plan, or that utilization of the land for said use shall be appropriate or profitable.

22. Waiver or Forbearance. The receipt of rent or any other compensation by the lessor, with or without knowledge of any default on the part of the lessee, is not a waiver of any term or condition of this lease. No failure on the part of the lessor to enforce a term or condition of this lease, nor the waiver of any right under this lease by the lessor, unless in writing, will discharge or invalidate the application of such term or condition. No forbearance or written waiver affects the rights of the lessor to enforce any other term or condition, or the same term or condition in the event of any subsequent or continued default. The receipt of rent or any other compensation by the lessor after termination or any notice of default will not reinstate, continue, or extend this lease, or any manner impair the validity of any notice of default that may have been given prior to receipt of the rent or other compensation, unless specifically stated by the lessor in writing.

23. Prohibition of Transfer/Assignment. The lessee shall not transfer, assign or sublet any interest held under or acquired pursuant to this lease agreement, in whole or in part, or grant any security interest in same, without the lessor's prior written consent, said consent to be at lessor's sole discretion and upon such terms and conditions as established by lessor.

24. Default, Termination and Suspension/Obligations Survive. Time is of the essence in this lease agreement.

A. The lessor may terminate this lease agreement, and lessee's rights hereunder, and/or take any other legal action it deems appropriate, if the lessee defaults on the performance of any term or condition of this lease agreement (including but not limited to failure to pay before delinquency any sum due), and the default is not remedied within thirty (30) days after the lessor issues written notice of such default to the lessee, or within any additional period the lessor allows for good cause. Such notice of default may provide that upon the date specified in such notice, unless the default has been remedied, the lease shall expire automatically without further notice or action by the lessor and the lease agreement and all rights of the lessee under the lease shall terminate. Upon termination of the lease, the lessor shall have an immediate right to possession of the leased property and any possession by the lessee shall be unlawful, unless otherwise permitted by lessor; the lessor shall have the right to remove, without liability for any damage, all persons and property from the leased property. It is specifically agreed that no judicial action shall be necessary to terminate this lease and to allow the lessor to retake possession in the event of default by the lessee. No equipment, facilities, improvements or other property may be removed from the leased property while the lease is in default, or thereafter in the event of termination hereunder, except with the lessor's prior written consent. If the lease is terminated hereunder, all compensation paid by the lessee is forfeited to the lessor. The lessor is not liable for

any expenditures made or undertaken by the lessee under this lease. The lessee shall be liable for any costs or fees, including attorney fees, reasonably incurred by the lessor related to the lessee's default or any subsequent termination. Any entry, re-entry, possession, repossession or dispossession by the lessor upon default and/or termination will not absolve, release or discharge the lessee, in whole or part, from any liability under this lease agreement, nor shall it be deemed an acceptance of a surrender of the lease.

B. The lessor may, at the lessor's option and following default, accelerate the unpaid lease payments for the remainder of the term of this lease agreement. The lessee shall also be liable for all costs, expenses and fees incurred by the lessor in lessor's efforts to re-let the leased property. The lessee's obligation to pay such accelerated rent, and said costs, expenses and fees, to the lessor survives termination of this lease.

C. If the lessee is in default of any term or condition of this lease agreement (including but not limited to failure to pay before delinquency any sum due), the lessor may suspend and otherwise shut down the lessee's activities immediately upon issuance of a written notice until corrective or remedial action, as specified by the lessor in its notice, is taken. If this correction or remedial action is not taken within 30 days after issuance of the written notice, the lessor may terminate this agreement, with no further notice period required. The 30-day notice period may be shortened in the event that the default presents a health or safety hazard or the default consists of lessee's failure to maintain any required insurance. If the lessee fails to take immediate corrective or remedial action when ordered to remedy unsafe or dangerous conditions or unwarranted damage to the leased property or to obtain required insurance, the lessor may, at its discretion, take such corrective or remedial action; any costs or expenses (including attorney fees) or damages incurred by the lessor as a result of corrective or remedial action taken by the lessor, or due to the lessee's failure to take corrective or remedial action, shall be the sole responsibility of lessee. Resumption of suspended activities may be authorized, in writing, by the lessor after corrective or remedial action has been taken, and any costs, expenses and damages incurred by lessor have been paid by lessee in full.

D. The lessor, upon or at any time after giving written notice of default, may enter or re-enter the leased property, at its discretion, to remedy any default by the lessee or exercise any right given under this lease, all without the intervention of any court being required. The curing of such default shall not be deemed for any purposes to be for the benefit of the lessee.

E. No right or remedy conferred upon or reserved to the lessor in this lease, or existing in law or equity, is intended to be exclusive of any other right or remedy, and each and every right shall be cumulative. All obligations of the lessee set forth in this

lease agreement, or any attachments hereto or matters incorporated herein, survive termination or expiration of this lease.

F. This agreement may be terminated by mutual agreement of the parties, on terms agreed to in writing and signed by both parties.

25. Condemnation of leased property or Improvements. If the whole or any part of the leased property is taken by any authorized body or person vested with the power of eminent domain, by negotiation, court action, or otherwise, the following provisions control:

A. Taking of the entire leased property. If all of the leased property is taken by condemnation, this lease and all rights of the lessee will immediately terminate, and the compensation will be adjusted so that it is due only until the date the lessee is required to surrender possession of the leased property. The lessor is entitled to all the condemnation proceeds, except that the lessee will be paid the portion of the proceeds attributable to the fair market value, as determined in the condemnation proceedings, of any structures taken that were placed on the condemned property by the lessee in accordance with the approved development plan.

B. Taking of substantial part of the leased property. If the taking is of a substantial part of the leased property, the following rules apply:

i. If the taking by condemnation reduces the ground area of the leased property by at least 30 percent and lessor reasonably determines that the taking materially affects the use being made by the lessee of the leased property, the lessee has the right to elect to terminate the lease by written notice to the lessor not later than 180 days after the date of taking.

ii. If the lessee elects to terminate, the provisions in subsection A of this section govern the condemned portion of the leased property and the terms and conditions of this lease agreement govern disposal of the remainder of any equipment, facilities, improvements and property placed on the leased property by lessee in accordance with the approved development plan.

iii. If the lessee does not elect to terminate, the lease continues and the lessor is entitled to the full condemnation proceeds except the portion attributable to the fair market value, as determined in the condemnation proceedings, of any structures taken that were placed on the condemned portion of the leased property by the lessee in accordance with the approved development plan. Compensation at the existing rate will terminate on the date the lessee is required to surrender possession of the condemned portion of the leased property, and compensation for the balance of the term will be adjusted by the lessor to reflect the taking.

C. Taking of insubstantial part of the leased property. If the taking by condemnation reduces the ground area of the leased property by less than 30 percent and the lessor reasonably determines that the taking is of such an insubstantial portion that the lessee's use of the leased property is not materially affected, the lessee may not elect to terminate the lease and the compensation provisions of subsection B(iii) of this section will govern.

26. Utility Easements.

A. The lessor expressly reserves the right, without compensation to lessee, or adjustment in lessee's lease payment, to grant surface, underground or overhead utility easements or rights-of-way in or upon the leased property, if the exercise of this right will not unreasonably interfere with lessee's use and occupancy of the leased property.

B. The lessor expressly reserves the right to grant other easements or rights-of-way across the leased property if it is determined in the best interests of the lessor to do so. Annual rentals may be adjusted, at lessor's discretion, to compensate lessee for loss of use caused by the granting of any such easement or right-of-way.

C. The lessor reserves an easement 50 feet wide for public access along the mean high water line or ordinary high water mark for all water bodies which are bordering on or included within the leased property. No such public access easement may be obstructed, or otherwise rendered by the lessee incapable of reasonable use by the public for the purposes for which it is being reserved.

27. Notices. Any notice or demand required or authorized under this lease agreement shall be made in writing by personal delivery (in the case of the lessor, to the lessor's Borough Manager), or by certified mail, postage prepaid, to the parties at the addresses specified above (in the case of the lessor, addressed to the lessor's Borough Manager), or at a different address specified by either party in writing. If given by certified mail, notice is deemed given when same is deposited into an appropriate receptacle of the United States Postal Service.

28. Governing Law/Waiver of Jury Trial/Jurisdiction. It is agreed that this lease agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Alaska. The parties waive any trial by jury, and consent to the jurisdiction of the courts of the State of Alaska, located in Juneau, Alaska.

29. Interpretation. Both parties have had the full and complete opportunity to seek the advise and assistance of counsel in connection with the execution of this agreement, and no rule favoring the interpretation of a written document urged by the non-drafting party shall apply in the event a dispute arises hereunder.

30. Attorney fees. If either party shall bring an action for any relief against the other, declaratory or otherwise, arising out of this lease agreement, the losing party shall pay the successful party a reasonable sum for attorney fees in such action.

31. Counterparts. This lease agreement may be executed in counterparts and such counterparts exchanged by facsimile or email transmission. Each such counterpart shall be deemed an original but all counterparts shall constitute one and the same agreement.

32. Waiver of Sovereign Immunity. Lessee is a federally recognized Indian Tribe. Lessee expressly, unequivocally and irrevocably waives any sovereign immunity from suit brought by lessor, its assignees or insurers, against lessee in the courts of Alaska with respect to this lease agreement, enforcement of its terms and provisions, and any related disputes. This waiver includes but is not limited to any action for money damages and/or injunctive or declaratory relief, and lessee agrees that it will not raise sovereign immunity as a defense in any such judicial action brought by lessor, its assignees or insurers, to enforce this Agreement or resolve disputes arising thereunder. Lessee's governing body has approved this waiver by resolution.

33. Entire Agreement/Modifications. This lease agreement may not be modified or amended except by a document signed by both parties. This lease agreement, including all attachments and matters incorporated by reference, constitutes the entire agreement between the parties, and any prior understanding or representation of any kind preceding the date of this lease agreement shall not be binding on either party except to the extent contained or incorporated in this lease agreement.

[Signatures on following pages]

SIGNATURES

Lessor:

City and Borough of Yakutat

By: _____

Printed Name: Jon Erickson

Title: Borough Manager

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

On this day personally appeared Jon Erickson, to me known to be the Borough Manager of the City and Borough of Yakutat, and who executed the within and foregoing instrument, and acknowledged to me that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned, and under appropriate authority.

GIVEN UNDER MY HAND and OFFICIAL SEAL this ____ day of _____, 2020.

NOTARY PUBLIC in and for Alaska
My commission expires:_____

Lessee:

Yakutat Tlingit Tribe.

By: _____
Printed Name: _____
Title: _____

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

On this day personally appeared _____ [name of signatory], to me known to be the _____ [title] of Yakutat Tlingit Tribe, and who executed the within and foregoing instrument, and acknowledged to me that s/he signed the same as his/her free and voluntary act and deed, for the uses and purposes therein mentioned, and under appropriate authority.

GIVEN UNDER MY HAND and OFFICIAL SEAL this ____ day of _____, 2020.

NOTARY PUBLIC in and for Alaska
My commission expires: _____

**CITY AND BOROUGH OF YAKUTAT, ALASKA
RESOLUTION 20-339**

**A RESOLUTION APPROVING THE RE-LEASE OF BOROUGH LAND
TO DIERICK'S TSU RIVER LODGE, INC.**

WHEREAS, the City and Borough of Yakutat, as lessor, and Dierick's Tsiu River Lodge, Inc., as lessee, entered into a lease of a 2-acre parcel of borough-owned property, effective April 15, 2008; and

WHEREAS, that lease had a ten-year term; and

WHEREAS, pursuant to the provisions of CCBY 7.20.160, the Borough may directly re-lease borough land, without the requirement of competitive bidding, upon expiration of an existing lease; and

WHEREAS, Dierick's Tsiu River Lodge, Inc. timely filed an application under CCBY 7.20.160 to re-lease the parcel; and

WHEREAS, the Borough Assembly finds that the requirements of Section .160 have been satisfied, and determines that re-lease of the parcel is in the best interests of the Borough.

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

SECTION 1: The lease of the following described Borough property to Dierick's Tsiu River Lodge, Inc., upon the terms and conditions as set out in the attached Lease Agreement, is hereby approved:

That certain parcel of land located within the SE1/4 of Section 24, Township 21 South, Range 13 East, Copper River Meridian containing 2.0 acres more or less and more particularly described in the Lease Lot Diagram attached to and made part of the lease as Attachment A.

SECTION 2: The Borough Manager is authorized to sign the Lease Agreement on behalf of the Borough.

PASSED AND APPROVED THIS _____ DAY OF _____ 2020.

Cindy Bremner, Mayor

ATTEST:

Alfredo Munoz, Jr., Borough Clerk

CITY AND BOROUGH OF YAKUTAT
P.O. BOX 160
YAKUTAT, ALASKA 99689

LEASE AGREEMENT

This Lease Agreement (hereinafter "this agreement" or "this lease agreement") is made, effective as of the 15th day of April, 2018, between the City and Borough of Yakutat, P.O. Box 160, Yakutat, Alaska, 99689, hereinafter referred to as "lessor", and Dierick's Tsiu River Lodge, Inc., of P.O. Box 421, Yakutat, Alaska 99689, hereinafter referred to as "lessee."

In consideration of the mutual promises contained in this agreement, the parties agree as follows:

1. Grant of Lease and Description of Leased Property. Under the authority of CCBY Chapter 7.20, this lease is issued for the following described real property, hereinafter referred to as the "leased property", subject to all valid existing rights, easements, including public access easements, rights-of-way (including any section line right-of-way), reservations and exceptions, including those found in any patent or deed by which the lessor received the property, or other interests in the land in existence on the date of execution of this lease agreement:

That certain parcel of land located within the SE1/4 of Section 24, Township 21 South, Range 13 East, Copper River Meridian containing 2.0 acres more or less and more particularly described in the Lease Lot Diagram attached hereto and made part of this lease as Attachment A.

Subject to the terms and conditions set out herein, and any attachments hereto or matters incorporated herein, the lessor leases to lessee, and lessee leases from lessor, the leased property.

2. Term of Lease. The term of this lease agreement is ten (10) years, commencing on the 15th day of April, 2018 and ending at 12 o'clock midnight on the 14th day of April, 2028, unless sooner terminated under the terms of this agreement.

Pursuant to CCBY 7.20.160 and upon the specific terms and provisions set out herein, this lease agreement is an extension of the lease agreement entered into between the parties effective April 15, 2008, which was a continuation of the lease agreement entered into between the lessee and the State of Alaska dated April 15, 1998.

3. Lease Payment.

A. The lessee shall pay to the lessor in advance, without the necessity of any billing by the lessor, an annual payment of Eight Thousand Nine Hundred Eighty Eight Dollars and Seventy Seven Cents (\$8,988.77), due on or before the 15th day of April of each year of the term, beginning April 15, 2018.

The lease payment set out above is subject to adjustment by the lessor at the commencement of the sixth year of the term (hereinafter referred to as the "adjustment date"), as set out in subsection (B) of this section 3. The compensation adjustment takes effect on the applicable adjustment date, regardless of whether the adjustment determination occurs before or after that date. All reasonable costs of the adjustment, including reappraisal if required by the lessor, will be borne by the lessee.

B. At the adjustment interval, the lessor may, at its discretion, adjust and increase the lease payment. The payment may be adjusted based upon an appraisal of the leased property, a review of lease rates for comparable properties, the gross receipts from the business(es) deriving income from the leased property or facilities located thereon, a per client amount, or a combination of these methods, or upon any other methodology to be used by the lessor to establish the fair rental value of properties.

i. The lessor may require the lessee to provide an acceptable current market appraisal of the leased property, with the appraiser and appraisal subject to the review and approval of lessor, and the cost of appraisal borne by the lessee. The lessor may then adjust the lease payment based upon or in conjunction with that appraisal. Adjustment of the lease payment is not limited to the appraised fair rental value of the leased property, but shall not be less than that amount.

ii. The lessee shall submit to lessor an annual written report, with supporting documentation, due on or before May 1 of each year for the preceding calendar year. In this report, the lessee shall provide the financial information deemed necessary by lessor in order for lessor to obtain a clear and detailed understanding of the financial status of commercial operations occurring on, or being facilitated by, the leased property. At a minimum, this report shall contain the following information:

a. A certified statement by a certified public accountant stating the gross amount of annual business revenue reported to the Internal Revenue Service for the business(es) deriving income from operations occurring on, or being facilitated by, the leased property or facilities located thereon;

b. The itemized number of paying guests, nonpaying guests and staff on or at the leased property, by month during the previous calendar

year, the number of days, or portion thereof, each person was on or at the leased property, and the sales price of each trip, visit or service paid for or otherwise utilized by a paying guest;

c. A copy of all current brochures and promotional materials utilized by lessee; and

d. Any other information lessor deems necessary.

The information submitted under this subsection may be utilized to adjust and increase the lease payment, including to establish a per client amount or to be averaged to adjust the lease payment to equal up to 2.5% of the annual gross receipts from the business(es) deriving income from operations occurring on, or being facilitated by, the leased property or facilities located thereon.

C. The lessor may, at its discretion, conduct an audit to verify any annual report, the expense of which shall be borne by the lessee. If such an audit is to be conducted, the lessee shall immediately make all necessary financial records available and shall fully cooperate with the auditor, who shall be selected by lessor.

4. Penalty/Interest on Delinquent Payments. Any payment due under this lease agreement shall be deemed in default and delinquent if not paid within fifteen (15) days of the due date, or, if no due date is specified herein, within fifteen (15) days of tender of the applicable bill or invoice. The sum of \$250, or interest at the annual rate of eight percent (8%) on the delinquent payment, whichever is greater, shall be assessed on any delinquent payment. Additionally, the lessee shall be responsible to lessor for any returned check fees or charges incurred by lessor as to any check or other payment of lessee on which the bank refuses payment.

5. Use of leased property. The leased property shall be used only for, and in accordance with, the purposes described in the approved development plan.

A. Prior to execution of this lease, the lessee shall have submitted to lessor, and obtained lessor's approval of, a development plan setting forth a complete and detailed plan of all operations and activities to be conducted by lessee at the site, including but not limited to the following:

i. a thorough description of any equipment, materials, facilities or improvements to be constructed, installed or otherwise placed upon the leased property (and including those already existing on the property at the time of lease commencement), the use of each such item, and a map showing the placement of same;

ii. a plan for removal of any waste or refuse from the site;

iii. a comprehensive outline of lessee's anticipated activities at the site, including dates of operation, number of persons at the site, and off season shutdown plans; and

iv. a plan for restoration and reclamation of the leased property to its original condition upon expiration or termination.

Such development plan is attached hereto and made a part of this lease agreement.

B. Any use or development of the leased property must be consistent and in compliance with the approved development plan, and lessee is prohibited from placing any equipment, materials or facilities, or constructing any improvements, on the leased property except for those specifically contained in the approved development plan, and only in the specific location approved and placed/constructed in the manner provided. The lessee is responsible for any survey that may be necessary for accurate location. All such equipment, materials, facilities and improvements shall be properly maintained, and safeguarded in a manner necessary to prevent said from becoming an attractive nuisance. Any use or development inconsistent with the approved development plan is a violation of this lease. Equipment, materials, facilities or improvements placed or constructed on the leased property in violation of this provision are subject to an order of removal issued by lessor, failing which lessor may, at its discretion, suspend operations of the lessee on the leased property, terminate this lease agreement, and/or remove said equipment, materials, facilities or improvements at lessee's expense.

C. This lease is for surface use only. Unless otherwise provided in the approved development plan, the lessee may not utilize, sell or remove from the leased property any surface or subsurface material, including but not limited to, coal, oil, gas, timber, stone, mineral, rock, gravel, sand, peat moss, topsoil or similar material or matter.

D. Any proposed revision(s) to the development plan must be submitted to, and approved in writing by, the lessor prior to any change by lessee in use or development.

E. Failure of the lessee to make substantial use of the leased property, consistent with the approved development plan, within two years of lease inception, or any substantial abandonment or cessation of operations by lessee for two years, will, in the lessor's discretion, constitute grounds for termination of the lease.

6. Disposition upon Termination or Expiration. Upon the expiration or other termination of this lease agreement, the lessee shall peacefully leave and deliver up all of the leased property in good, sanitary and marketable condition acceptable to the lessor, under the terms and conditions hereof. Lessee shall, at lessee's sole expense,

remove all equipment, materials, facilities and improvements from the leased property and restore the leased property to its original condition in accordance with the restoration plan set forth in the approved development plan. If any of the lessee's equipment, materials, facilities and improvements are not removed, title to it shall, at lessor's discretion, vest in lessor, the lessee may be required to pay rent on any such items left on the property and/or the property may be sold under the provisions of section 7.20.080 of the borough code. The lessee shall be liable to the lessor for any costs, expenses or damages arising out of the failure of lessee to comply with this provision or the provisions of the restoration plan.

7. Performance Guarantee.

A. The lessee shall furnish a bond, cash deposit, certificate of deposit, or other form of security, payable to and in form and on conditions acceptable to the lessor, and in the amount determined by the lessor to be sufficient to ensure faithful performance of the terms and conditions of this lease agreement, including payment of the annual rental payment, and to cover the cost of site cleanup and restoration and any associated costs after expiration or other termination of this lease agreement. Such performance guarantee shall remain in effect for the term of this lease and shall secure performance of the lessee's obligations hereunder.

B. Upon execution of this lease agreement, the guarantee shall be in the amount of \$7,000.00. This amount may be increased from time to time, at the discretion of lessor, to account for changes in the approved development plan, or increases in anticipated restoration or cleanup costs, costs of inspection, or other potential expenses. Lessor shall provide lessee with thirty days written notice of any increase in the amount of the performance guarantee.

C. If the lessee fails to perform any obligation under this lease within the time specified, or if no time is specified within a reasonable time, the lessor may, at its discretion, perform lessee's obligations at lessee's expense, and may utilize the performance guarantee in so doing. Any resulting reduction in the performance guarantee below the amount mandated by subsection B above (or any amendment thereto), shall be remedied by lessee within fifteen (15) days.

D. After expiration or termination of this lease, and if the lessor determines that the lessee has fully satisfied the terms and conditions of this lease, the performance guarantee, or any applicable portion thereof, may be released. The guarantee may only be released in a writing signed by the lessor.

8. No Waste or Injury/Removal of Rubbish/Sanitation.

A. The lessee shall, at lessee's sole cost and expense, keep and maintain the leased property and any equipment, materials, facilities and improvements placed thereon in good condition and repair, excepting normal wear and tear, to ensure that the leased property and its value shall not in any way be diminished or impaired. The lessee shall take all necessary steps to avoid deterioration of any lessee facilities and improvements, or parts or systems thereof, through preventive and corrective measures, and shall promptly repair damage to such facilities and improvements or any portion of the premises.

B. The lessee shall not commit waste or injury upon the leased property, whether ameliorated or otherwise. The lessee shall be liable for all damages sustained by lessor due to waste or injury.

C. The lessee shall promptly remove and properly dispose of all refuse, waste materials, garbage, and other rubbish resulting from lessee's operations. Any temporary storage of same shall be performed by lessee in compliance with all applicable laws and so as to prevent the creation of a health or safety hazard, or the attraction of or access to same by wildlife or disease vectors.

D. The lessee shall comply with all regulations or ordinances of the Yakutat Borough which are promulgated for the promotion of sanitation.

9. Compliance with Laws/Permits.

A. The lessee shall, in use and occupation of and operations on the leased property and at its sole expense, comply with all applicable federal, state and local laws, statutes, ordinances, regulations, and orders. The lessee shall also ensure compliance by its officers, agents, representatives, employees, contractors, guests and invitees.

B. The issuance of this lease does not relieve the lessee of responsibility for obtaining licenses or permits which may be required by duly authorized state, federal or other agencies having jurisdiction over the leased property or the use to be made of the leased property. Any necessary permits or licenses must be obtained prior to commencement of the permitted or licensed activity. The lessee may not permit any unlawful activity or occupation to be conducted on the leasehold.

C. The lessee shall pay prior to delinquency all taxes and assessments accruing against the leased property or improvements located thereon, or arising out of operations conducted on or facilitated by the leased property. If lessee fails to fully and timely collect and/or pay sales or transient accommodation taxes due under the Code of the City and Borough of Yakutat, Chapters 6.40 and 6.52, or real property taxes due

under the Code of the City and Borough of Yakutat, Chapter 6.32-6.36, the lessor may, at lessor's discretion and under section 24 of this lease agreement, suspend all operations of the lessee on the leased property and/or terminate this lease agreement. Resumption of suspended operations may be authorized, in writing, by the lessor after the tax payments in arrears, plus all penalty and interest imposed, have been fully paid.

10. Destruction of boundary markers. Any survey monuments and corners, and other survey markers, shall be protected against damage or destruction. The lessee shall promptly notify lessor of any damage to or destruction of such marker, and shall reestablish such marker, at the lessee's sole expense, in a manner approved by lessor.

11. Water Areas. All operations by lessee on the leased property must be conducted so as to avoid damage to streams, lakes and other water areas and land and shores adjacent to them. Vegetation and other materials, including wastewater, may not be deposited into any waters. Any damage resulting from lessee's failure to properly perform these requirements shall be promptly corrected or repaired by the lessee, at lessee's sole expense, in a manner approved by the lessor.

12. Fire Protection. The lessee shall take all prudent precautions to prevent fires, and is responsible for the suppression, including all costs thereof, of all fires occurring either on the leased property, or outside of the leased property if resulting from or arising out of use or occupancy of the leased property under this lease agreement. The lessee shall comply with all laws, regulations and ordinances currently or hereafter promulgated by all governmental agencies responsible for fire protection in the area.

13. Encumbrance of leased property. Except upon the prior written consent of lessor, lessee shall keep the leased property free and clear from any and all liens (including without limitation materialmen's or mechanics' liens), or any other claim or encumbrance arising out of any work performed, materials furnished, or obligations incurred by lessee. Lessee agrees to indemnify lessor and defend and hold it harmless from and against any such lien, claim, or encumbrance, or any suit, proceeding or action thereon, together with attorney fees and any costs or expenses incurred by lessor in connection therewith. Lessee shall discharge and remove any liens, claims or encumbrances promptly, and in all cases within ten (10) days after notice from lessor, in order that lessor's title to the leased property shall be free of and from the effect of such liens, claims or encumbrances. In the event lessee does not so discharge any lien, claim or encumbrance, lessor may, but shall not be required to, do so, and all amounts paid shall be immediately due and owing from lessee. Before commencing or permitting any approved construction or work of alteration, addition or improvement at or to the leased property, lessee shall give lessor at least thirty (30) days written notice of the commencement of such work.

14. Inspection. The lessor shall have, during regular business hours and upon 24 hours notice, access to the leased property and any improvements for purposes of inspection. The lessee may be charged fees by lessor, at lessor's standard rate, for routine inspections of the leased property, inspections concerning potential non-compliance, and a final close-out inspection.

15. Supervision/Employees and other Agents. The lessee shall maintain adequate supervision at all times to ensure that the provisions of this lease agreement are enforced. When operations are in progress on or at the leased property, lessee, or a person authorized by lessee to assume the responsibilities imposed by this lease agreement, shall be present. The provisions of this lease agreement apply with equal force and effect to, and lessee is liable for any noncompliance caused by, any officer, agent, employee, representative, contractor, guest or invitee of lessee.

16. Land Alterations Due to Natural or Artificial Causes. The interest described in this lease, at the time of lease execution, constitutes the entire leased property. If, through natural or artificial causes, accretion or reliction of land occurs contiguous to the leased property, the lessee shall have no right to occupy or use the accreted or relicted land unless a separate lease is entered into with the lessor with respect to such lands.

17. Fuel and/or hazardous substances. The lessee shall not carry or store fuel, oil and/or hazardous substances on the leased property without the prior written approval of lessor, and subject to such terms and conditions as the lessor, at its discretion, may establish. Any such established terms and conditions are incorporated herein by reference.

18. Indemnity.

A. The lessee shall indemnify, defend and hold harmless the lessor, and all employees, officers, representatives and agents of lessor, from:

i. all claims, demands, judgments, liabilities, penalties and costs (specifically including attorney fees incurred in investigating same) for loss, injury or damage, including but not limited to property damage, personal injury, wrongful death, and wage or employment claims, arising out of or in connection with the use or occupancy of or operations conducted on the leased property by the lessee, or by any officer, employee, agent, representative, guest, invitee, or contractor of lessee, or otherwise in any way related to this lease agreement;

ii. any fire or accident on the leased property;

iii. any nuisance made or suffered on the leased property; and

iv. any failure of the lessee to keep the leased property in a safe and lawful condition, consistent with all applicable laws, regulations, ordinances, statutes and orders.

B. All equipment, materials, facilities, improvements, and other property whatsoever located on the leased property, are so located at the sole risk of the lessee, whether or not said property is owned by lessee or in lessee's possession or under lessee's control. Lessee will defend, indemnify and hold the lessor harmless from any claim of loss or damage to them by any cause whatsoever, including claims by third parties.

19. Insurance.

A. Lessee shall, at lessee's sole expense, obtain and maintain in full force at all times during the term of this Agreement the following policies of insurance:

i. Commercial General Liability Insurance, written on an occurrence form and not a claims-made form, insuring against injury, death and property damage, in the amount no less than \$2,000,000 per occurrence;

ii. Commercial Automobile Liability Insurance, covering bodily injury and property damage, with adequate per occurrence limits satisfactory to lessor;

iii. Aircraft liability insurance, if lessee provides air transportation to clients, staff or any other persons, with adequate per occurrence limits for bodily injury and property damage satisfactory to lessor;

iv. Workers Compensation Insurance as required by state law, and if applicable, any other federal or state insurance requirements regarding lessee's operations; and

v. Property insurance, insuring lessee's property and improvements, in adequate amounts to insure the property's full value.

B. Lessor, and its officers, agents, representatives and employees, shall be an additional insured party on all policies held by the lessee that provide coverage for liabilities connected with the use and occupancy of or operations by the lessee on the leased property, or otherwise related to this lease, and all insurers shall agree to waive all rights of subrogation against lessor, and its officers, agents, representatives and employees, for any such liabilities. All policies shall be written by insurance companies, and on forms, satisfactory to lessor.

C. Proof of compliance with the provisions of this section, including certificates of insurance, shall be provided to lessor at the time of original issuance and

upon renewal thereof. The certificate must provide for a 30-day prior notice to the lessor in the event of cancellation, nonrenewal or material change of conditions.

D. LESSEE SHALL CONSULT AT LEAST ANNUALLY WITH AN APPROPRIATE INSURANCE PROFESSIONAL, LICENSED TO TRANACT THE BUSINESS OF INSURANCE UNDER ALASKA STATE LAW, TO DETERMINE WHAT TYPES AND LEVELS OF INSURANCE ARE ADEQUATE TO PROTECT THE LESSEE AND LESSOR RELATIVE TO THE LIABILITY EXPOSURES OF LESSEE'S OPERATIONS ON THE LEASED PROPERTY. THE LESSOR HEREBY RESERVES THE RIGHT TO REQUIRE ADDITIONAL TYPES AND LEVELS OF INSURANCE IF IT DETERMINES, IN ITS DISCRETION, THAT IT IS REASONABLY NECESSARY TO PROTECT THE INTERESTS OF THE PARTIES.

E. In the event the lessee becomes aware of a claim against it relative to this lease agreement, the lessee shall notify, and provide documentation and full disclosure of the claim, to the lessor within 20 days.

20. Environmental Compliance.

A. The lessee shall, at the lessee's own expense, comply with all existing and hereafter enacted environmental responsibility laws ("Environmental Laws"). The lessee shall, at the lessee's own expense, make all submissions to, provide all information to, and comply with all requirements of the appropriate governmental authority (the "Authority") under the Environmental Laws.

B. Should the Authority require that a remedial action plan be prepared and that remedial action be undertaken because of the presence of, or any disposal, release, spill, or discharge or threatened disposal, release, spill, or discharge of or contamination by, hazardous materials at the leased property that occurs or is discovered during the term of this lease or arises out of or in connection with the lessee's use or occupancy of the leased property, then the lessee shall, at the lessee's own expense, prepare and submit the required plans and financial assurances and carry out the approved plans.

C. At no expense to the lessor, the lessee shall promptly provide all information, and sign any documents, requested and required by the lessor to determine the applicability of the Environmental Laws to the leased property.

D. The lessee shall indemnify, defend, and hold harmless the lessor from all fines, penalties, suits, judgments, procedures, claims, demands, liabilities, settlements, and actions of any kind arising out of or in any way connected with the presence of or any disposal, release, spill, or discharge or any threatened disposal, release, spill, or discharge of, or contamination by, hazardous materials at the leased property that occurs or is discovered during the term of the lease agreement or arises out of or in

connection with the lessee's use or occupancy of the leased property; and from all fines, penalties, suits, judgments, procedures, claims, demands, liabilities, settlements, and actions of any kind arising out of the lessee's failure to provide all information, make all submissions, and take all steps required by the Authority under the Environmental Laws or any other law concerning any spill, discharge, or contamination that occurs or is discovered during the term of this lease agreement or arises out of or in connection with the lessee's use or occupancy of the leased property.

E. The lessee agrees that it will not discharge or dispose of, or suffer the discharge or disposal of, any petroleum products, gasoline, hazardous chemicals, or hazardous materials into the atmosphere, ground, wastewater disposal system, sewer system, or any body of water.

F. In any court action or administrative proceeding, in addition to all other applicable presumptions, it shall be rebuttably presumed that any environmental contamination of the leased property (i) has been released on the leased property; (ii) has resulted from acts or omissions of the lessee or its agents; and (iii) has occurred during the term of this lease. The lessee has the burden of rebutting the presumptions by clear and convincing evidence.

G. The obligations and provisions of this section 20 shall survive the expiration or termination of this lease.

H. As used in this lease, the term "hazardous materials" means any hazardous or toxic substances, material, or waste that is or becomes regulated by any municipal governmental authority, the State of Alaska, or the United States government.

21. No Warranties. The leased property is leased "AS IS, WHERE IS". THE LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES, NOR ASSUMES ANY LIABILITY WHATSOEVER, REGARDING THE CONDITION, QUALITY, PROFITABILITY, OR FITNESS FOR A PARTICULAR USE, OF THE LEASED PROPERTY OR ANY IMPROVEMENTS LOCATED THEREON, INCLUDING BUT NOT LIMITED TO THE SOCIAL, ECONOMIC, OR ENVIRONMENTAL ASPECTS OF THE LEASED PROPERTY (INCLUDING WITHOUT LIMITATION THE SOIL CONDITIONS, WATER CONDITIONS, WATER DRAINAGE, ACCESS, AND NATURAL OR ARTIFICIAL HAZARDS THAT MAY EXIST), AND ANY APPLICABLE STATUTORY OR OTHER WARRANTY IS EXPRESSLY DISCLAIMED BY LESSOR AND WAIVED BY LESSEE. The lessee represents that lessee has inspected the leased property and any existing improvements, or has voluntarily declined to do so, and adequately determined that same is suitable for the use intended, and accepts all risks, obvious or hidden, arising from its possession, occupation and use. The lessor does not warrant or guarantee by its classification of land or approval of a development plan, that the leased property is suited for the use authorized under said classification or plan, or that employment of the land for said use shall be profitable.

22. Waiver or Forbearance. The receipt of rent or any other compensation by the lessor, with or without knowledge of any default on the part of the lessee, is not a waiver of any term or condition of this lease. No failure on the part of the lessor to enforce a term or condition of this lease, nor the waiver of any right under this lease by the lessor unless in writing, will discharge or invalidate the application of such term or condition. No forbearance or written waiver affects the rights of the lessor to enforce any other term or condition, or the same term or condition in the event of any subsequent or continued default. The receipt of rent or any other compensation by the lessor after termination or any notice of default will not reinstate, continue, or extend this lease, or any manner impair the validity of any notice of default that may have been given prior to receipt of the rent or other compensation, unless specifically stated by the lessor in writing.

23. Prohibition of Transfer/Assignment. The lessee shall not transfer, assign or sublet any interest held under or acquired pursuant to this lease agreement, in whole or in part, or grant any security interest in same, without the lessor's prior written consent, said consent to be at lessor's sole discretion and upon such terms and conditions as established by lessor.

24. Default, Termination and Suspension/Obligations Survive. Time is of the essence in this lease agreement.

A. The lessor may terminate this lease agreement, and lessee's rights hereunder, and/or take any other legal action it deems appropriate, if the lessee defaults on the performance of any term or condition of this lease agreement (including but not limited to failure to pay before delinquency any sum due), and the default is not remedied within 30 days after the lessor issues written notice of such default to the lessee, or within any additional period the lessor allows for good cause. Such notice of default may provide that upon the date specified in such notice, unless the default has been remedied, the lease shall expire automatically without further notice or action by the lessor and the lease agreement and all rights of the lessee under the lease shall terminate. Upon termination of the lease, the lessor shall have an immediate right to possession of the leased property and any possession by the lessee shall be unlawful, unless otherwise permitted by lessor; the lessor shall have the right to remove, without liability for any damage, all persons and property from the leased property. It is specifically agreed that no judicial action shall be necessary to terminate this lease and to allow the lessor to retake possession in the event of default by the lessee. No equipment, materials, facilities or improvements may be removed from the leased property while the lease is in default, or thereafter in the event of termination hereunder, except with the lessor's prior written consent. If the lease is terminated hereunder, all compensation paid by the lessee is forfeited to the lessor. The lessor is not liable for any expenditures made or undertaken by the lessee under this lease. The lessee shall be liable for any costs or fees, including attorney fees, reasonably incurred by the lessor

related to the lessee's default or any subsequent termination. Any entry, re-entry, possession, repossession or dispossession by the lessor upon default and/or termination will not absolve, release or discharge the lessee, in whole or part, from any liability under this lease agreement, nor shall it be deemed an acceptance of a surrender of the lease.

B. The lessor may, at the lessor's option and following default, accelerate the unpaid lease payments for the remainder of the term of this lease agreement. The lessee shall also be liable for all costs, expenses and fees incurred by the lessor in lessor's efforts to re-let the leased property. The lessee's obligation to pay such accelerated rent, and said costs, expenses and fees, to the lessor survives termination of this lease.

C. If the lessee is in default of any term or condition of this lease agreement (including but not limited to failure to pay before delinquency any sum due), the lessor may shut down the lessee's operations immediately upon issuance of a written notice, until corrective or remedial action, as specified by the lessor in its notice, is taken. If this correction or remedial action is not taken within 30 days after issuance of the written notice, the lessor may terminate this agreement, with no further notice period required. The 30-day notice period may be shortened in the event that the default presents a health or safety hazard. If the lessee fails to take immediate corrective or remedial action when ordered to remedy unsafe or dangerous conditions or unwarranted damage to the leased property, the lessor may, at its discretion, take action to prevent danger or additional damage; any costs or expenses (including attorney fees) or damages incurred by the lessor as a result of corrective or remedial action taken by the lessor, or due to the lessee's failure to take corrective or remedial action, shall be the sole responsibility of lessee. Resumption of suspended operations may be authorized, in writing, by the lessor after corrective or remedial action has been taken, and/or any costs, expenses and damages incurred by lessor have been paid by lessee to lessor in full.

D. The lessor, upon or at any time after giving written notice of default, may enter or re-enter the leased property, at its discretion, to remedy any default by the lessee or exercise any right given under this lease, all without the intervention of any court being required. The curing of such default shall not be deemed for any purposes to be for the benefit of the lessee.

E. No right or remedy conferred upon or reserved to the lessor in this lease, or existing in law or equity, is intended to be exclusive of any other right or remedy, and each and every right shall be cumulative. All obligations of the lessee set forth in this lease agreement, or any attachments hereto or matters incorporated herein, survive termination or expiration of this lease.

F. This agreement may be terminated by mutual agreement of the parties, on terms agreed to in writing and signed by both parties.

25. Condemnation of leased property or Improvements. If the whole or any part of the leased property is taken by any authorized body or person vested with the power of eminent domain, by negotiation, court action, or otherwise, the following provisions control:

A. Taking of the entire leased property. If all of the leased property is taken by condemnation, this lease and all rights of the lessee will immediately terminate, and the compensation will be adjusted so that it is due only until the date the lessee is required to surrender possession of the leased property. The lessor is entitled to all the condemnation proceeds, except that the lessee will be paid the portion of the proceeds attributable to the fair market value, as determined in the condemnation proceedings, of any buildings or improvements taken that were placed on the condemned property by the lessee in accordance with the approved development plan.

B. Taking of substantial part of the leased property. If the taking is of a substantial part of the leased property, the following rules apply:

i. If the taking by condemnation reduces the ground area of the leased property by at least 30 percent and lessor reasonably determines that the taking materially affects the use being made by the lessee of the leased property, the lessee has the right to elect to terminate the lease by written notice to the lessor not later than 180 days after the date of taking.

ii. If the lessee elects to terminate, the provisions in subsection A of this section govern the condemned portion of the leased property and the terms and conditions of the lease govern disposal of the remainder of any equipment, materials, facilities or improvements placed or made by the lessee in accordance with the approved development plan.

iii. If the lessee does not elect to terminate, the lease continues and the lessor is entitled to the full condemnation proceeds except the portion attributable to the fair market value, as determined in the condemnation proceedings, of any buildings or improvements taken that were placed on the condemned portion of the leased property by the lessee in accordance with the approved development plan. Compensation at the existing rate will terminate on the date the lessee is required to surrender possession of the condemned portion of the leased property, and compensation for the balance of the term will be adjusted by the lessor to reflect the taking.

C. Taking of insubstantial part of the leased property. If the taking by condemnation reduces the ground area of the leased property by less than 30 percent

and the lessor reasonably determines that the taking is of such an insubstantial portion that the lessee's use of the leased property is not materially affected, the lessee may not elect to terminate the lease and the compensation provisions of subsection B(iii) of this section will govern.

26. Utility Easements.

A. The lessor expressly reserves the right, without compensation to lessee, or adjustment in lessee's lease payment, to grant surface, underground or overhead utility easements or rights-of-way in or upon the leased property, if the exercise of this right will not unreasonably interfere with lessee's use and occupancy of the leased property.

B. The lessor expressly reserves the right to grant other easements or rights-of-way across the leased property if it is determined in the best interests of the lessor to do so. Annual rentals may be adjusted, at lessor's discretion, to compensate lessee for loss of use caused by the granting of any such easement or right-of-way.

C. The lessor reserves an easement 50 feet wide for public access along the mean high water line or ordinary high water mark for all water bodies which are bordering on or included within the leased property. No such public access easement may be obstructed, or otherwise rendered by the lessee incapable of reasonable use by the public for the purposes for which it is being reserved.

27. Notices. Any notice or demand required or authorized under this lease agreement shall be made in writing by personal delivery (in the case of the lessor, to the lessor's Borough Manager), or by certified mail, postage prepaid, to the parties at the addresses specified above (in the case of the lessor, addressed to the lessor's Borough Manager), or at a different address specified by either party in writing. If given by certified mail, notice is deemed given when same is deposited into an appropriate receptacle of the United States Postal Service.

28. Governing Law/Waiver of Jury Trial/Jurisdiction. It is agreed that this lease agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Alaska. The parties waive any trial by jury, and consent to the jurisdiction of the courts of the State of Alaska, located in Juneau, Alaska, and agree not to remove any suit to the United States District Court.

29. Interpretation. Both parties have had the full and complete opportunity to seek the advise and assistance of counsel in connection with the execution of this agreement, and no rule favoring the interpretation of a written document urged by the non-drafting party shall apply in the event a dispute arises hereunder.

30. Attorney fees. If either party shall bring an action for any relief against the other, declaratory or otherwise, arising out of this lease agreement, the losing party shall pay the successful party a reasonable sum for attorney fees in such action.

31. Counterparts. This lease agreement may be executed in counterparts and such counterparts exchanged by facsimile or email transmission. Each such counterpart shall be deemed an original but all counterparts shall constitute one and the same agreement.

32. Entire Agreement/Modifications. This lease agreement may not be modified or amended except by a document signed by both parties. This lease agreement, including all attachments and matters incorporated by reference, constitutes the entire agreement between the parties, and any prior understanding or representation of any kind preceding the date of this lease agreement shall not be binding on either party except to the extent contained or incorporated in this lease agreement.

Lessee:

Dierick's Tsiu River Lodge, Inc.

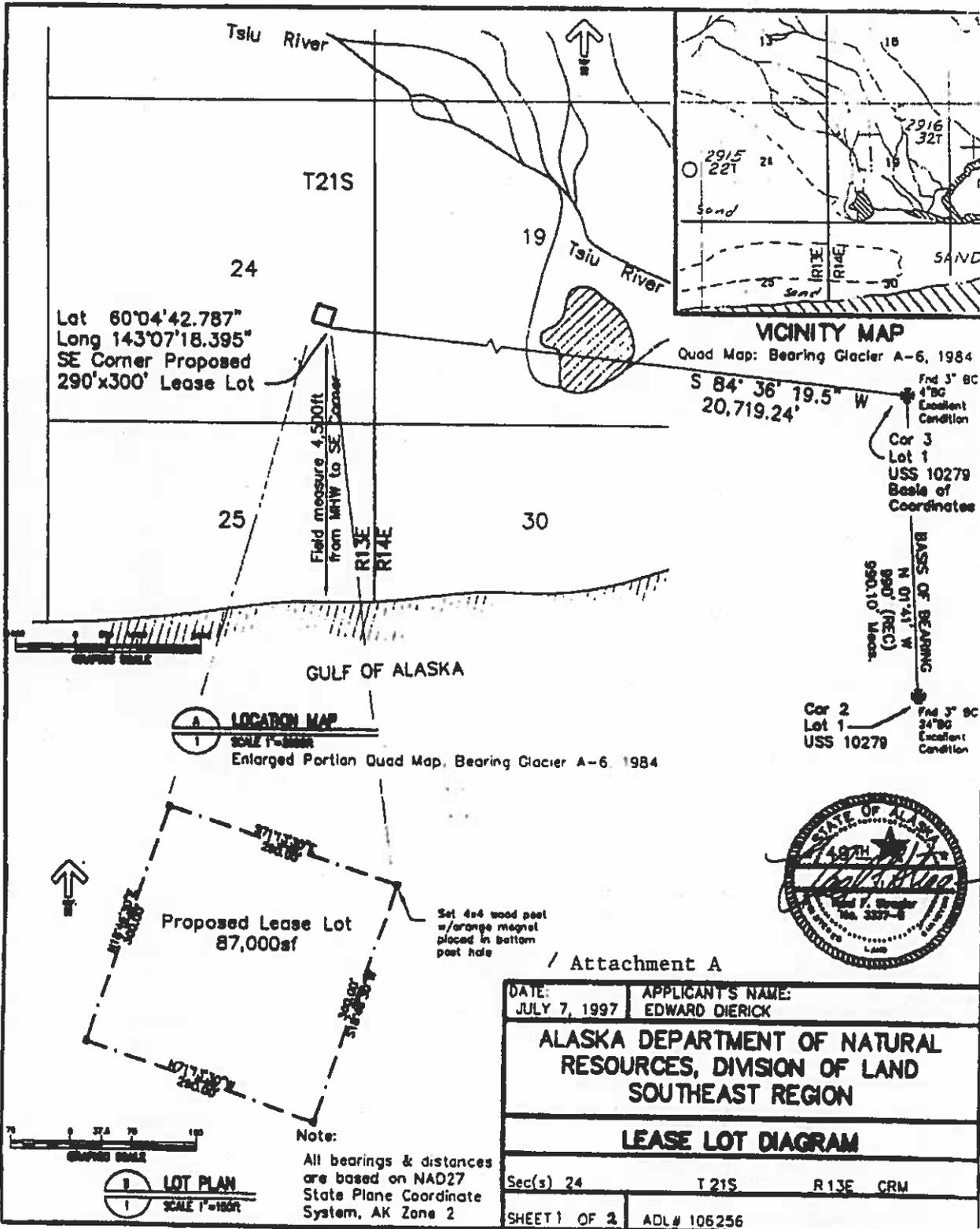
By: _____
Printed Name: _____
Title: _____

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

On this day personally appeared _____ [name of signatory], to me known to be the _____ [title] of lessee, and who executed the within and foregoing instrument, and acknowledged to me that s/he signed the same as his/her free and voluntary act and deed, for the uses and purposes therein mentioned, and under appropriate authority.

GIVEN UNDER MY HAND and OFFICIAL SEAL this ____ day of _____, 20____.

NOTARY PUBLIC in and for Alaska
My commission expires: _____



City & Borough of Yakutat
Statement of Revenues and Expenditures - GF Monthly Rev & Exp Summary Report
10 - GENERAL FUND
From 6/1/2020 Through 6/30/2020

		Period to date Actual	Year to date Actual	Year to date Budget	Budget Variance	Percent Total Budget Remaining - Original
Revenue						
000	NONE	<u>1,010,535.49</u>	<u>4,041,513.07</u>	<u>3,166,222.00</u>	<u>875,291.07</u>	<u>27.64%</u>
	Total Revenue	<u>1,010,535.49</u>	<u>4,041,513.07</u>	<u>3,166,222.00</u>	<u>875,291.07</u>	<u>27.64%</u>
Expenditures						
100	ADMINISTRATION	60,495.31	850,236.53	854,582.00	4,345.47	0.51%
121	PUBLIC WORKS	34,787.40	449,970.55	528,414.00	78,443.45	14.85%
122	LANDFILL	14,108.40	190,084.94	232,222.00	42,137.06	18.15%
123	REGULAR ROAD MAINTENANCE	12,901.06	67,667.03	89,274.00	21,606.97	24.20%
124	SNOW REMOVAL	10.69	83,121.69	81,776.00	(1,345.69)	(1.65)%
125	PARKS AND RECREATION	8,347.73	37,582.21	52,913.00	15,330.79	28.97%
130	PLANNING & ZONING	10,853.43	142,121.03	311,085.00	168,963.97	54.31%
151	DPS-POLICE	45,082.39	718,306.49	799,360.00	81,053.51	10.14%
152	DPS-FIRE DEPT	1,915.01	14,573.52	22,925.00	8,351.48	36.43%
153	DPS-EMS	159.74	5,859.76	6,903.00	1,043.24	15.11%
154	DOJ COPS GRANT	0.00	32,839.97	44,754.00	11,914.03	26.62%
155	SOA JAG PROGRAM	0.00	174.96	8,700.00	8,525.04	97.99%
156	ST OF AK MENTAL HEALTH TRUST AUTHORITY	(71.49)	1,765.49	0.00	(1,765.49)	0.00%
157	YCHC COVID-19 PH&S	1,667.37	1,667.37	0.00	(1,667.37)	0.00%
158	SOA DCCED CORONAVIRUS RELIEF FUND	26,390.35	26,390.35	0.00	(26,390.35)	0.00%
160	COMMUNITY SERVICES	<u>1,363.82</u>	<u>149,251.28</u>	<u>188,206.00</u>	<u>38,954.72</u>	<u>20.70%</u>
	Total Expenditures	<u>218,011.21</u>	<u>2,771,613.17</u>	<u>3,221,114.00</u>	<u>449,500.83</u>	<u>13.95%</u>
	Excess Revenue over (under) Expenditures	<u>792,524.28</u>	<u>1,269,899.90</u>	<u>(54,892.00)</u>	<u>1,324,791.90</u>	<u>(2,413.45)%</u>

City & Borough of Yakutat
Statement of Revenues and Expenditures
10 - GENERAL FUND
000 - NONE
From 6/1/2020 Through 6/30/2020

		Current Period Actual	Current Year Actual	Total Budget - Original	Total Budget Variance - Original	Percent Total Budget Remaining - Original
Revenue						
4010	REAL PROPERTY TAXES	0.00	392,405.88	372,000.00	20,405.88	5.49%
4020	T&H H/P.I.L.O.T.	4,372.74	7,129.39	1,066.00	6,063.39	568.80%
4030	SALES TAX	10,658.95	1,361,101.01	1,268,000.00	93,101.01	7.34%
4033	DELTA WESTERN - FLOWAGE FEE	0.00	17,483.18	29,479.00	(11,995.82)	(40.69)%
4035	ACCOMODATION TAX	148.80	222,858.97	205,000.00	17,858.97	8.71%
4040	INTEREST & PENALTIES	251.60	16,126.89	22,000.00	(5,873.11)	(26.70)%
4058	US DEPT OF JUSTICE - COPS GRANT	2,686.01	32,839.97	44,754.00	(11,914.03)	(26.62)%
4059	SOA DPS JAG PROGRAM	0.00	0.00	8,700.00	(8,700.00)	(100.00)%
4068	USDA	0.00	1,690.00	2,100.00	(410.00)	(19.52)%
4140	LICENSES & FEES	689.75	7,695.99	5,045.00	2,650.99	52.55%
4170	SNOW REMOVAL/SANDING	0.00	390.00	1,000.00	(610.00)	(61.00)%
4210	RENT - CITY PROPERTY	5,678.30	91,658.48	58,629.00	33,029.48	56.34%
4215	LEASES-YAKATAGA AREA	0.00	35,667.12	39,623.00	(3,955.88)	(9.98)%
4220	EQUIPMENT RENTAL	0.00	9,340.00	5,000.00	4,340.00	86.80%
4240	CITY LAND SALES	1,469.61	32,865.84	35,000.00	(2,134.16)	(6.10)%
4250	MATERIAL SALES - GRAVEL	0.00	31,080.00	1,200.00	29,880.00	2,490.00%
4360	SEVERANCE TAX	23,928.58	102,983.33	262,600.00	(159,616.67)	(60.78)%
4470	RENTAL INCOME	450.00	450.00	0.00	450.00	0.00%
4500	SHARED FISH BUSINESS TAX	0.00	321.50	6,000.00	(5,678.50)	(94.64)%
4510	RAW FISH TAX	0.00	218,085.69	240,000.00	(21,914.31)	(9.13)%
4515	FISHERIES-RESOURCE LANDING TAX	0.00	130,076.70	57,127.00	72,949.70	127.70%
4523	DMV SURCHARGE	1,248.00	10,884.95	7,000.00	3,884.95	55.50%
4525	ST OF AK-AK MENTAL HEALTH TRUST	0.00	8,000.00	0.00	8,000.00	0.00%
4530	STATE LIQUOR TAX	0.00	6,500.00	6,500.00	0.00	0.00%
4545	STATE OF AK COMMUNITY ASSISTANCE	0.00	307,406.40	289,000.00	18,406.40	6.37%
4580	P.I.L.O.T. - FEDERAL	114,926.00	114,926.00	109,565.00	5,361.00	4.89%
4610	YCHC-COVID-19 PUBLIC HEALTH & SAFETY	2,207.06	2,797.06	0.00	2,797.06	0.00%
4620	SOA DCCED CORONAVIRUS RELIEF FUND	840,456.53	840,456.53	0.00	840,456.53	0.00%
4930	TRANSFER FROM OCEAN CAPE	0.00	14,000.00	14,000.00	0.00	0.00%
5530	INTEREST INCOME	778.56	12,728.20	56,000.00	(43,271.80)	(77.27)%
5580	SOUTH ADDIT SPEC ASSESSMENTS	0.00	0.00	334.00	(334.00)	(100.00)%
5585	FINES,PROCESS FEES COLLECTED	605.00	1,011.00	1,500.00	(489.00)	(32.60)%
5590	MISCELLANEOUS INCOME	(20.00)	6,099.66	16,000.00	(9,900.34)	(61.88)%
5592	MISCELLANEOUS INCOME-YPI OLD OS ACCTS	0.00	4,453.33	2,000.00	2,453.33	122.67%
	Total Revenue	<u>1,010,535.49</u>	<u>4,041,513.07</u>	<u>3,166,222.00</u>	<u>875,291.07</u>	<u>27.64%</u>
	Excess Revenue over (under) Expenditures	<u>1,010,535.49</u>	<u>4,041,513.07</u>	<u>3,166,222.00</u>	<u>875,291.07</u>	<u>27.64%</u>

City & Borough of Yakutat
Statement of Revenues and Expenditures
10 - GENERAL FUND
100 - ADMINISTRATION
From 6/1/2020 Through 6/30/2020

	Current Period Actual	Current Year Actual	Total Budget - Original	Total Budget Variance - Original	Percent Total Budget Remaining - Original	
Expenditures						
6000	SALARIES	29,229.64	368,548.06	362,320.00	(6,228.06)	(1.72)%
6003	OPT-OUT - SILOHI	1,200.00	14,400.00	14,400.00	0.00	0.00%
6100	FICA EXPENSE	2,295.62	28,785.99	28,819.00	33.01	0.11%
6110	ESC EXPENSE	278.70	2,514.09	2,337.00	(177.09)	(7.58)%
6140	WORKERS COMP INSURANCE	163.69	2,061.93	2,599.00	537.07	20.66%
6150	HEALTH & LIFE INSURANCE	6,281.38	75,397.36	79,793.00	4,395.64	5.51%
6160	EMP RETIREMENT	6,259.49	68,333.34	81,361.00	13,027.66	16.01%
6400	TRAVEL - PER DIEM	0.00	2,370.00	7,240.00	4,870.00	67.27%
6401	TRAVEL - LODGING	0.00	2,551.71	8,640.00	6,088.29	70.47%
6402	TRAVEL - AIRFARE	67.92	6,872.72	10,120.00	3,247.28	32.09%
6403	TRAVEL-MAYOR	0.00	3,246.46	1,500.00	(1,746.46)	(116.43)%
6405	TRAVEL - EDC	0.00	3,322.19	7,695.00	4,372.81	56.83%
6500	MISCELLANEOUS	659.79	7,846.99	7,000.00	(846.99)	(12.10)%
6610	MATERIALS & SUPPLIES	845.73	22,199.71	20,575.00	(1,624.71)	(7.90)%
6620	COPIER-LEASE	181.41	2,358.33	2,221.00	(137.33)	(6.18)%
6654	TRAINING	0.00	5,094.37	10,000.00	4,905.63	49.06%
6810	UTILITIES - LIGHTS	229.47	2,711.17	1,700.00	(1,011.17)	(59.48)%
6820	UTILITIES - HEATING FUEL	0.00	4,541.69	3,700.00	(841.69)	(22.75)%
6830	UTILITIES - GARBAGE DISPOSAL	120.00	775.00	960.00	185.00	19.27%
6860	GASOLINE/OIL-AUTO	112.72	372.69	350.00	(22.69)	(6.48)%
6910	TELEPHONE	1,259.69	6,604.97	5,000.00	(1,604.97)	(32.10)%
6920	POSTAGE	507.85	2,817.69	3,000.00	182.31	6.08%
7000	INSURANCE	0.00	14,619.00	14,620.00	1.00	0.01%
7100	DUES & SUBSCRIPTIONS	0.00	3,193.75	4,700.00	1,506.25	32.05%
7200	ADVERTISING & PRINTING	0.00	1,608.00	1,500.00	(108.00)	(7.20)%
7210	REGULAR & SPECIAL ELECTIONS	0.00	1,386.00	1,535.00	149.00	9.71%
7310	CONTRACT SERVICES	0.00	3,400.00	3,360.00	(40.00)	(1.19)%
7330	CONTRACT SERVICES - ASSESSMENT	0.00	12,000.00	12,000.00	0.00	0.00%
7340	CONTRACT SERVICES - LEGAL	4,616.72	92,373.23	60,000.00	(32,373.23)	(53.96)%
7350	CONTRACT SERVICES - AUDIT	2,395.00	83,862.91	72,500.00	(11,362.91)	(15.67)%
7355	CONTRACT SERVICES - computer	0.00	0.00	14,537.00	14,537.00	100.00%
7400	REPAIRS & MAINTENANCE	3,790.49	4,067.18	3,500.00	(567.18)	(16.21)%
8500	CAPITAL OUTLAY	0.00	0.00	5,000.00	5,000.00	100.00%
	Total Expenditures	<u>60,495.31</u>	<u>850,236.53</u>	<u>854,582.00</u>	<u>4,345.47</u>	<u>0.51%</u>
	Excess Revenue over (under) Expenditures	<u>(60,495.31)</u>	<u>(850,236.53)</u>	<u>(854,582.00)</u>	<u>4,345.47</u>	<u>(0.51)%</u>

City & Borough of Yakutat
Statement of Revenues and Expenditures
10 - GENERAL FUND
121 - PUBLIC WORKS
From 6/1/2020 Through 6/30/2020

	Current Period Actual	Current Year Actual	Total Budget - Original	Total Budget Variance - Original	Percent Total Budget Remaining - Original	
Expenditures						
6000	SALARIES	7,410.91	98,271.96	95,000.00	(3,271.96)	(3.44)%
6001	PART TIME SALARIES	5,078.91	35,293.40	37,376.00	2,082.60	5.57%
6003	OPT-OUT - SILOHI	250.00	1,000.00	0.00	(1,000.00)	0.00%
6100	FICA EXPENSE	966.18	10,204.91	10,127.00	(77.91)	(0.77)%
6110	ESC EXPENSE	118.71	989.70	988.00	(1.70)	(0.17)%
6140	WORKERS COMP INSURANCE	1,105.70	11,866.08	12,956.00	1,089.92	8.41%
6150	HEALTH & LIFE INSURANCE	5,022.88	60,314.78	76,956.00	16,641.22	21.62%
6160	EMP RETIREMENT	2,592.27	29,811.97	20,900.00	(8,911.97)	(42.64)%
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	7.99	17,439.84	18,000.00	560.16	3.11%
6612	JANITORIAL SUPPLIES	337.65	3,602.37	3,500.00	(102.37)	(2.92)%
6654	TRAINING	0.00	40.00	6,000.00	5,960.00	99.33%
6700	RENTAL FACILITIES	941.73	23,450.60	30,000.00	6,549.40	21.83%
6810	UTILITIES - LIGHTS	83.23	988.09	1,670.00	681.91	40.83%
6820	UTILITIES - HEATING FUEL	453.10	5,580.83	4,500.00	(1,080.83)	(24.02)%
6840	FUEL-EQUIPMENT	0.00	226.55	800.00	573.45	71.68%
6860	GASOLINE/OIL-AUTO	1,530.40	8,265.29	6,000.00	(2,265.29)	(37.75)%
6910	TELEPHONE	156.10	1,701.81	1,600.00	(101.81)	(6.36)%
6920	POSTAGE	0.00	4.50	50.00	45.50	91.00%
7000	INSURANCE	0.00	10,666.23	10,091.00	(575.23)	(5.70)%
7310	CONTRACT SERVICES	0.00	1,195.54	1,200.00	4.46	0.37%
7400	REPAIRS & MAINTENANCE	478.12	20,026.93	22,500.00	2,473.07	10.99%
7440	EQUIPMENT REPAIR & MAINTENANCE	8,253.52	12,355.45	15,000.00	2,644.55	17.63%
8400	EQUIPMENT REPLACEMENT RESERVE	0.00	0.00	10,000.00	10,000.00	100.00%
8500	CAPITAL OUTLAY	0.00	96,673.72	140,000.00	43,326.28	30.95%
	Total Expenditures	<u>34,787.40</u>	<u>449,970.55</u>	<u>528,414.00</u>	<u>78,443.45</u>	<u>14.85%</u>
	Excess Revenue over (under) Expenditures	<u>(34,787.40)</u>	<u>(449,970.55)</u>	<u>(528,414.00)</u>	<u>78,443.45</u>	<u>(14.85)%</u>

City & Borough of Yakutat
Statement of Revenues and Expenditures
10 - GENERAL FUND
122 - LANDFILL
From 6/1/2020 Through 6/30/2020

	Current Period Actual	Current Year Actual	Total Budget - Original	Total Budget Variance - Original	Percent Total Budget Remaining - Original	
Expenditures						
6000	SALARIES	5,231.47	62,902.75	62,815.00	(87.75)	(0.14)%
6001	PART TIME SALARIES	2,403.56	13,835.56	16,000.00	2,164.44	13.53%
6050	OVERTIME	0.00	704.27	1,439.00	734.73	51.06%
6100	FICA EXPENSE	578.87	5,861.85	6,139.00	277.15	4.51%
6110	ESC EXPENSE	71.32	647.59	677.00	29.41	4.34%
6140	WORKERS COMP INSURANCE	764.87	7,896.21	8,600.00	703.79	8.18%
6150	HEALTH & LIFE INSURANCE	1,026.58	12,318.96	13,060.00	741.04	5.67%
6160	EMP RETIREMENT	1,064.77	12,754.59	14,136.00	1,381.41	9.77%
6610	MATERIALS & SUPPLIES	178.96	1,957.45	5,000.00	3,042.55	60.85%
6810	UTILITIES - LIGHTS	40.73	664.09	850.00	185.91	21.87%
6820	UTILITIES - HEATING FUEL	0.00	701.18	1,200.00	498.82	41.57%
6840	FUEL-EQUIPMENT	(2,446.30)	10,248.04	9,000.00	(1,248.04)	(13.87)%
6860	GASOLINE/OIL-AUTO	193.57	1,840.91	1,800.00	(40.91)	(2.27)%
7000	INSURANCE	0.00	4,006.00	4,006.00	0.00	0.00%
7400	REPAIRS & MAINTENANCE	0.00	52.34	1,500.00	1,447.66	96.51%
7440	EQUIPMENT REPAIR & MAINTENANCE	5,000.00	5,373.15	6,000.00	626.85	10.45%
8500	CAPITAL OUTLAY	0.00	48,320.00	80,000.00	31,680.00	39.60%
	Total Expenditures	<u>14,108.40</u>	<u>190,084.94</u>	<u>232,222.00</u>	<u>42,137.06</u>	<u>18.15%</u>
	Excess Revenue over (under) Expenditures	<u>(14,108.40)</u>	<u>(190,084.94)</u>	<u>(232,222.00)</u>	<u>42,137.06</u>	<u>(18.15)%</u>

City & Borough of Yakutat
Statement of Revenues and Expenditures
10 - GENERAL FUND
123 - REGULAR ROAD MAINTENANCE
From 6/1/2020 Through 6/30/2020

	Current Period Actual	Current Year Actual	Total Budget - Original	Total Budget Variance - Original	Percent Total Budget Remaining - Original	
Expenditures						
6000	SALARIES	0.00	12,129.00	14,408.00	2,279.00	15.82%
6001	PART TIME SALARIES	3,029.48	8,701.81	21,475.00	12,773.19	59.48%
6050	OVERTIME	0.00	43.62	200.00	156.38	78.19%
6100	FICA EXPENSE	227.40	1,572.63	2,760.00	1,187.37	43.02%
6110	ESC EXPENSE	27.70	193.03	336.00	142.97	42.55%
6140	WORKERS COMP INSURANCE	243.56	1,670.07	3,107.00	1,436.93	46.25%
6160	EMP RETIREMENT	267.91	1,687.33	3,170.00	1,482.67	46.77%
6610	MATERIALS & SUPPLIES	55.00	2,985.00	5,000.00	2,015.00	40.30%
6840	FUEL-EQUIPMENT	348.55	2,056.45	1,800.00	(256.45)	(14.25)%
7000	INSURANCE	0.00	914.00	1,018.00	104.00	10.22%
7310	CONTRACT SERVICES	5,932.50	29,483.64	25,000.00	(4,483.64)	(17.93)%
7322	SAND	0.00	3,330.00	2,000.00	(1,330.00)	(66.50)%
7440	EQUIPMENT REPAIR & MAINTENANCE	2,768.96	2,900.45	4,000.00	1,099.55	27.49%
8500	CAPITAL OUTLAY	0.00	0.00	5,000.00	5,000.00	100.00%
	Total Expenditures	<u>12,901.06</u>	<u>67,667.03</u>	<u>89,274.00</u>	<u>21,606.97</u>	<u>24.20%</u>
	Excess Revenue over (under) Expenditures	<u>(12,901.06)</u>	<u>(67,667.03)</u>	<u>(89,274.00)</u>	<u>21,606.97</u>	<u>(24.20)%</u>

City & Borough of Yakutat
Statement of Revenues and Expenditures
10 - GENERAL FUND
125 - PARKS AND RECREATION
From 6/1/2020 Through 6/30/2020

	Current Period Actual	Current Year Actual	Total Budget - Original	Total Budget Variance - Original	Percent Total Budget Remaining - Original	
Expenditures						
6000	SALARIES	3,209.00	19,246.25	26,876.00	7,629.75	28.39%
6050	OVERTIME	0.00	87.24	600.00	512.76	85.46%
6100	FICA EXPENSE	244.75	1,477.32	2,102.00	624.68	29.72%
6110	ESC EXPENSE	31.57	192.08	275.00	82.92	30.15%
6140	WORKERS COMP INSURANCE	251.73	1,572.13	2,399.00	826.87	34.47%
6160	EMP RETIREMENT	63.92	148.94	5,045.00	4,896.06	97.05%
6610	MATERIALS & SUPPLIES	1,843.93	5,345.60	5,000.00	(345.60)	(6.91)%
6613	FIREWORKS	2,618.45	5,048.74	5,500.00	451.26	8.20%
6810	UTILITIES - LIGHTS	0.00	28.03	0.00	(28.03)	0.00%
6860	GASOLINE/OIL-AUTO	84.38	554.88	1,235.00	680.12	55.07%
7000	INSURANCE	0.00	2,381.00	2,381.00	0.00	0.00%
7310	CONTRACT SERVICES	0.00	1,500.00	1,500.00	0.00	0.00%
	Total Expenditures	8,347.73	37,582.21	52,913.00	15,330.79	28.97%
	Excess Revenue over (under) Expenditures	(8,347.73)	(37,582.21)	(52,913.00)	15,330.79	(28.97)%

City & Borough of Yakutat
Statement of Revenues and Expenditures
10 - GENERAL FUND
130 - PLANNING & ZONING
From 6/1/2020 Through 6/30/2020

	Current Period Actual	Current Year Actual	Total Budget - Original	Total Budget Variance - Original	Percent Total Budget Remaining - Original	
Expenditures						
6000	SALARIES	2,498.48	34,710.94	58,439.00	23,728.06	40.60%
6003	OPT-OUT - SILOHI	0.00	1,200.00	7,200.00	6,000.00	83.33%
6100	FICA EXPENSE	178.05	2,620.13	5,021.00	2,400.87	47.82%
6110	ESC EXPENSE	21.59	241.22	399.00	157.78	39.54%
6140	WORKERS COMP INSURANCE	14.00	213.07	403.00	189.93	47.13%
6150	HEALTH & LIFE INSURANCE	2.50	15.60	31.00	15.40	49.68%
6160	EMP RETIREMENT	549.66	7,015.80	14,441.00	7,425.20	51.42%
6400	TRAVEL - PER DIEM	0.00	145.00	2,000.00	1,855.00	92.75%
6401	TRAVEL - LODGING	0.00	202.68	3,000.00	2,797.32	93.24%
6402	TRAVEL - AIRFARE	200.00	1,326.61	3,500.00	2,173.39	62.10%
6610	MATERIALS & SUPPLIES	49.00	6,479.51	10,000.00	3,520.49	35.20%
6654	TRAINING	0.00	158.61	1,500.00	1,341.39	89.43%
6860	GASOLINE/OIL-AUTO	208.36	2,471.26	1,000.00	(1,471.26)	(147.13)%
6910	TELEPHONE	53.13	1,286.08	1,651.00	364.92	22.10%
6920	POSTAGE	23.05	88.85	200.00	111.15	55.58%
7310	CONTRACT SERVICES	7,055.51	68,945.67	187,300.00	118,354.33	63.19%
8500	CAPITAL OUTLAY	0.00	15,000.00	15,000.00	0.00	0.00%
	Total Expenditures	<u>10,853.43</u>	<u>142,121.03</u>	<u>311,085.00</u>	<u>168,963.97</u>	<u>54.31%</u>
	Excess Revenue over (under) Expenditures	<u>(10,853.43)</u>	<u>(142,121.03)</u>	<u>(311,085.00)</u>	<u>168,963.97</u>	<u>(54.31)%</u>

City & Borough of Yakutat
Statement of Revenues and Expenditures
10 - GENERAL FUND
151 - DPS-POLICE
From 6/1/2020 Through 6/30/2020

	Current Period Actual	Current Year Actual	Total Budget - Original	Total Budget Variance - Original	Percent Total Budget Remaining - Original	
Expenditures						
6000	SALARIES	14,077.38	215,630.15	296,098.00	80,467.85	27.18%
6001	PART TIME SALARIES	0.00	2,062.50	0.00	(2,062.50)	0.00%
6002	ON CALL	3,003.00	37,531.50	30,576.00	(6,955.50)	(22.75)%
6003	OPT-OUT - SILOHI	600.00	11,000.00	13,800.00	2,800.00	20.29%
6050	OVERTIME	6,371.55	60,471.23	25,000.00	(35,471.23)	(141.88)%
6100	FICA EXPENSE	1,824.67	24,747.98	27,959.00	3,211.02	11.48%
6110	ESC EXPENSE	155.29	2,334.36	2,195.00	(139.36)	(6.35)%
6140	WORKERS COMP INSURANCE	1,240.04	17,233.85	21,561.00	4,327.15	20.07%
6150	HEALTH & LIFE INSURANCE	5,871.01	70,509.22	100,850.00	30,340.78	30.09%
6160	EMP RETIREMENT	5,291.43	65,362.18	62,804.00	(2,558.18)	(4.07)%
6400	TRAVEL - PER DIEM	0.00	7,965.00	3,000.00	(4,965.00)	(165.50)%
6401	TRAVEL - LODGING	105.00	7,989.24	6,000.00	(1,989.24)	(33.15)%
6402	TRAVEL - AIRFARE	423.46	9,551.10	6,000.00	(3,551.10)	(59.19)%
6404	TRAVEL-CRIMINAL INVESTIGATIONS	0.00	(300.00)	1,000.00	1,300.00	130.00%
6500	MISCELLANEOUS	425.00	620.00	10,000.00	9,380.00	93.80%
6501	MISC - PRISONER MEALS	0.00	39.81	350.00	310.19	88.63%
6610	MATERIALS & SUPPLIES	578.59	15,228.78	12,000.00	(3,228.78)	(26.91)%
6611	SUPPLIES-AMMO,BATT,VE... EQ	1,482.10	1,720.50	2,500.00	779.50	31.18%
6612	JANITORIAL SUPPLIES	0.00	102.00	300.00	198.00	66.00%
6614	UNIFORMS & ACCESSORIES	0.00	1,809.07	5,000.00	3,190.93	63.82%
6615	CORRECTIONS SUPPLIES	0.00	254.94	250.00	(4.94)	(1.98)%
6640	DMV - MATERIALS & SUPPLIES	4.50	208.55	250.00	41.45	16.58%
6654	TRAINING	0.00	26,400.24	13,500.00	(12,900.24)	(95.56)%
6810	UTILITIES - LIGHTS	324.49	4,738.36	4,400.00	(338.36)	(7.69)%
6820	UTILITIES - HEATING FUEL	0.00	185.79	300.00	114.21	38.07%
6860	GASOLINE/OIL-AUTO	1,440.43	11,733.30	12,000.00	266.70	2.22%
6910	TELEPHONE	932.80	10,018.99	8,539.00	(1,479.99)	(17.33)%
6920	POSTAGE	61.65	640.21	208.00	(432.21)	(207.79)%
7000	INSURANCE	0.00	34,913.00	34,913.00	0.00	0.00%
7100	DUES & SUBSCRIPTIONS	0.00	0.00	650.00	650.00	100.00%
7200	ADVERTISING & PRINTING	0.00	425.00	400.00	(25.00)	(6.25)%
7310	CONTRACT SERVICES	870.00	8,268.58	20,957.00	12,688.42	60.55%
7400	REPAIRS & MAINTENANCE	0.00	8,778.26	4,000.00	(4,778.26)	(119.46)%
8500	CAPITAL OUTLAY	0.00	46,490.04	58,000.00	11,509.96	19.84%
8550	CAPITAL OUTLAY-TSIU OFFICER,CABIN	0.00	13,642.76	14,000.00	357.24	2.55%
Total Expenditures		45,082.39	718,306.49	799,360.00	81,053.51	10.14%
Excess Revenue over (under) Expenditures		(45,082.39)	(718,306.49)	(799,360.00)	81,053.51	(10.14)%

City & Borough of Yakutat
Statement of Revenues and Expenditures
10 - GENERAL FUND
152 - DPS-FIRE DEPT
From 6/1/2020 Through 6/30/2020

	Current Period Actual	Current Year Actual	Total Budget - Original	Total Budget Variance - Original	Percent Total Budget Remaining - Original	
Expenditures						
6140	WORKERS COMP INSURANCE	0.00	0.00	1,060.00	1,060.00	100.00%
6400	TRAVEL - PER DIEM	0.00	630.00	700.00	70.00	10.00%
6401	TRAVEL - LODGING	0.00	1,104.90	1,300.00	195.10	15.01%
6402	TRAVEL - AIRFARE	0.00	0.00	1,500.00	1,500.00	100.00%
6610	MATERIALS & SUPPLIES	86.58	1,482.00	3,500.00	2,018.00	57.66%
6620	COPIER-LEASE	96.81	1,161.72	1,162.00	0.28	0.02%
6654	TRAINING	1,354.65	1,387.32	1,500.00	112.68	7.51%
6810	UTILITIES - LIGHTS	159.75	2,053.92	1,941.00	(112.92)	(5.82)%
6820	UTILITIES - HEATING FUEL	0.00	0.00	250.00	250.00	100.00%
6840	FUEL-EQUIPMENT	187.96	436.79	500.00	63.21	12.64%
6860	GASOLINE/OIL-AUTO	0.00	0.00	500.00	500.00	100.00%
6910	TELEPHONE	29.26	332.61	300.00	(32.61)	(10.87)%
6920	POSTAGE	0.00	0.00	150.00	150.00	100.00%
7000	INSURANCE	0.00	2,562.00	2,562.00	0.00	0.00%
7400	REPAIRS & MAINTENANCE	0.00	666.51	1,000.00	333.49	33.35%
8500	CAPITAL OUTLAY	0.00	2,755.75	5,000.00	2,244.25	44.88%
	Total Expenditures	<u>1,915.01</u>	<u>14,573.52</u>	<u>22,925.00</u>	<u>8,351.48</u>	<u>36.43%</u>
	Excess Revenue over (under) Expenditures	<u>(1,915.01)</u>	<u>(14,573.52)</u>	<u>(22,925.00)</u>	<u>8,351.48</u>	<u>(36.43)%</u>

City & Borough of Yakutat
Statement of Revenues and Expenditures
10 - GENERAL FUND
153 - DPS-EMS
From 6/1/2020 Through 6/30/2020

	Current Period Actual	Current Year Actual	Total Budget - Original	Total Budget Variance - Original	Percent Total Budget Remaining - Original
Expenditures					
6140	0.00	0.00	1,060.00	1,060.00	100.00%
6502	0.00	1,200.00	2,500.00	1,300.00	52.00%
6810	159.74	2,250.75	1,000.00	(1,250.75)	(125.08)%
6820	0.00	66.01	0.00	(66.01)	0.00%
7000	0.00	2,343.00	2,343.00	0.00	0.00%
	<u>159.74</u>	<u>5,859.76</u>	<u>6,903.00</u>	<u>1,043.24</u>	<u>15.11%</u>
Total Expenditures					
Excess Revenue over (under) Expenditures	(159.74)	(5,859.76)	(6,903.00)	1,043.24	(15.11)%

City & Borough of Yakutat
Statement of Revenues and Expenditures
10 - GENERAL FUND
154 - DOJ COPS GRANT
From 6/1/2020 Through 6/30/2020

	Current Period Actual	Current Year Actual	Total Budget - Original	Total Budget Variance - Original	Percent Total Budget Remaining - Original	
Expenditures						
6000	SALARIES	0.00	15,821.29	23,223.00	7,401.71	31.87%
6002	ON CALL	0.00	3,666.00	4,368.00	702.00	16.07%
6003	OPT-OUT - SILOHI	0.00	1,700.00	3,600.00	1,900.00	52.78%
6050	OVERTIME	0.00	3,109.95	1,500.00	(1,609.95)	(107.33)%
6100	FICA EXPENSE	0.00	1,858.66	2,501.00	642.34	25.68%
6110	ESC EXPENSE	0.00	159.83	200.00	40.17	20.09%
6140	WORKERS COMP INSURANCE	0.00	1,461.99	2,151.00	689.01	32.03%
6150	HEALTH & LIFE INSURANCE	0.00	12.90	19.00	6.10	32.11%
6160	EMP RETIREMENT	0.00	5,049.35	7,192.00	2,142.65	29.79%
	Total Expenditures	0.00	32,839.97	44,754.00	11,914.03	26.62%
	Excess Revenue over (under) Expenditures	0.00	(32,839.97)	(44,754.00)	11,914.03	(26.62)%

City & Borough of Yakutat
Statement of Revenues and Expenditures
10 - GENERAL FUND
155 - SOA JAG PROGRAM
From 6/1/2020 Through 6/30/2020

	Current Period Actual	Current Year Actual	Total Budget - Original	Total Budget Variance - Original	Percent Total Budget Remaining - Original
Expenditures					
6050	0.00	0.00	6,340.00	6,340.00	100.00%
6100	0.00	0.00	485.00	485.00	100.00%
6110	0.00	0.00	63.00	63.00	100.00%
6140	0.00	0.00	417.00	417.00	100.00%
6160	0.00	0.00	1,395.00	1,395.00	100.00%
6910	0.00	174.96	0.00	(174.96)	0.00%
	<u>0.00</u>	<u>174.96</u>	<u>8,700.00</u>	<u>8,525.04</u>	<u>97.99%</u>
	0.00	(174.96)	(8,700.00)	8,525.04	(97.99)%

City & Borough of Yakutat
Statement of Revenues and Expenditures
10 - GENERAL FUND
156 - ST OF AK MENTAL HEALTH TRUST AUTHORITY
From 6/1/2020 Through 6/30/2020

	Current Period Actual	Current Year Actual	Total Budget - Original	Total Budget Variance - Original	Percent Total Budget Remaining - Original
Expenditures					
6610 MATERIALS & SUPPLIES	(71.49)	1,765.49	0.00	(1,765.49)	0.00%
Total Expenditures	(71.49)	1,765.49	0.00	(1,765.49)	0.00%
Excess Revenue over (under) Expenditures	71.49	(1,765.49)	0.00	(1,765.49)	0.00%

City & Borough of Yakutat
Statement of Revenues and Expenditures
10 - GENERAL FUND
157 - YCHC COVID-19 PH&S
From 6/1/2020 Through 6/30/2020

	Current Period Actual	Current Year Actual	Total Budget - Original	Total Budget Variance - Original	Percent Total Budget Remaining - Original
Expenditures					
6000 SALARIES	1,287.50	1,287.50	0.00	(1,287.50)	0.00%
6001 PART TIME SALARIES	200.00	200.00	0.00	(200.00)	0.00%
6100 FICA EXPENSE	113.81	113.81	0.00	(113.81)	0.00%
6110 ESC EXPENSE	14.88	14.88	0.00	(14.88)	0.00%
6140 WORKERS COMP INSURANCE	51.18	51.18	0.00	(51.18)	0.00%
Total Expenditures	<u>1,667.37</u>	<u>1,667.37</u>	<u>0.00</u>	<u>(1,667.37)</u>	<u>0.00%</u>
Excess Revenue over (under) Expenditures	<u>(1,667.37)</u>	<u>(1,667.37)</u>	<u>0.00</u>	<u>(1,667.37)</u>	<u>0.00%</u>

City & Borough of Yakutat
Statement of Revenues and Expenditures
10 - GENERAL FUND
158 - SOA DCCED CORONAVIRUS RELIEF FUND
From 6/1/2020 Through 6/30/2020

	Current Period Actual	Current Year Actual	Total Budget - Original	Total Budget Variance - Original	Percent Total Budget Remaining - Original
Expenditures					
7340 CONTRACT SERVICES - LEGAL	5,390.35	5,390.35	0.00	(5,390.35)	0.00%
7350 CONTRACT SERVICES - AUDIT	21,000.00	21,000.00	0.00	(21,000.00)	0.00%
Total Expenditures	<u>26,390.35</u>	<u>26,390.35</u>	<u>0.00</u>	<u>(26,390.35)</u>	<u>0.00%</u>
Excess Revenue over (under) Expenditures	<u>(26,390.35)</u>	<u>(26,390.35)</u>	<u>0.00</u>	<u>(26,390.35)</u>	<u>0.00%</u>

City & Borough of Yakutat
Statement of Revenues and Expenditures
10 - GENERAL FUND
160 - COMMUNITY SERVICES
From 6/1/2020 Through 6/30/2020

	Current Period Actual	Current Year Actual	Total Budget - Original	Total Budget Variance - Original	Percent Total Budget Remaining - Original
Expenditures					
6549	0.00	7,000.00	12,000.00	5,000.00	41.67%
6550	0.00	1,025.28	30,000.00	28,974.72	96.58%
6555	0.00	125,000.00	125,000.00	0.00	0.00%
6810	1,363.82	11,026.00	8,006.00	(3,020.00)	(37.72)%
8442	0.00	0.00	8,000.00	8,000.00	100.00%
8502	0.00	5,200.00	5,200.00	0.00	0.00%
	<u>1,363.82</u>	<u>149,251.28</u>	<u>188,206.00</u>	<u>38,954.72</u>	<u>20.70%</u>
Total Expenditures					
Excess Revenue over (under) Expenditures	(1,363.82)	(149,251.28)	(188,206.00)	38,954.72	(20.70)%

City & Borough of Yakutat
Statement of Revenues and Expenditures
20 - SALMON ENHANCEMENT FUND
201 - FISH TAX
From 6/1/2020 Through 6/30/2020

	Current Period Actual	Current Year Actual	Total Budget - Original	Total Budget Variance - Original	Percent Total Budget Remaining - Original
Expenditures					
6000 SALARIES	285.00	942.00	6,000.00	5,058.00	84.30%
6100 FICA EXPENSE	21.80	72.07	459.00	386.93	84.30%
6110 ESC EXPENSE	2.85	9.42	60.00	50.58	84.30%
6140 WORKERS COMP INSURANCE	21.12	69.81	524.00	454.19	86.68%
6160 EMP RETIREMENT	0.00	0.00	753.00	753.00	100.00%
6610 MATERIALS & SUPPLIES	0.00	0.00	1,792.00	1,792.00	100.00%
7000 INSURANCE	0.00	0.00	169.00	169.00	100.00%
Total Expenditures	330.77	1,093.30	9,757.00	8,663.70	88.79%
Excess Revenue over (under) Expenditures	(330.77)	(1,093.30)	(9,757.00)	8,663.70	(88.79)%

City & Borough of Yakutat
Statement of Revenues and Expenditures
252 - EMS
21 - CRUISESHIP FUND
From 6/1/2020 Through 6/30/2020

	Current Period Actual	Current Year Actual	Total Budget - Original	Total Budget Variance - Original	Percent Total Budget Remaining - Original
Revenue					
4056	0.00	0.00	18,000.00	(18,000.00)	(100.00)%
	0.00	0.00	18,000.00	(18,000.00)	(100.00)%
Expenditures					
6000	256.25	256.25	1,729.00	1,472.75	85.18%
6100	19.59	19.59	132.00	112.41	85.16%
6110	2.55	2.55	17.00	14.45	85.00%
6140	1.44	1.44	23.00	21.56	93.74%
6160	0.00	0.00	35.00	35.00	100.00%
6400	0.00	270.00	1,500.00	1,230.00	82.00%
6401	0.00	440.00	1,932.00	1,492.00	77.23%
6402	0.00	347.20	2,200.00	1,852.80	84.22%
6610	0.00	1,180.14	2,270.00	1,089.86	48.01%
6616	0.00	0.00	2,000.00	2,000.00	100.00%
6620	96.81	1,161.72	1,162.00	0.28	0.02%
6622	0.00	1,593.12	0.00	(1,593.12)	0.00%
6654	0.00	1,535.00	3,500.00	1,965.00	56.14%
6840	0.00	283.03	500.00	216.97	43.39%
6860	0.00	45.69	0.00	(45.69)	0.00%
6910	29.26	332.66	300.00	(32.66)	(10.89)%
6920	0.00	0.00	200.00	200.00	100.00%
7400	0.00	500.00	500.00	0.00	0.00%
	405.90	7,968.39	18,000.00	10,031.61	55.73%
Excess Revenue over (under)					
	(405.90)	(7,968.39)	0.00	(7,968.39)	0.00%

City & Borough of Yakutat
Statement of Revenues and Expenditures
253 - OIL RESPONSE
21 - CRUISESHIP FUND
From 6/1/2020 Through 6/30/2020

	<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>
Revenue					
4057	0.00	0.00	10,000.00	(10,000.00)	(100.00)%
	<u>0.00</u>	<u>0.00</u>	<u>10,000.00</u>	<u>(10,000.00)</u>	<u>(100.00)%</u>
Expenditures					
6000	0.00	0.00	1,217.00	1,217.00	100.00%
6100	0.00	0.00	93.00	93.00	100.00%
6110	0.00	0.00	12.00	12.00	100.00%
6140	0.00	0.00	8.00	8.00	100.00%
6160	0.00	0.00	268.00	268.00	100.00%
6654	<u>3,500.00</u>	<u>3,500.00</u>	<u>3,500.00</u>	<u>0.00</u>	<u>0.00%</u>
	<u>3,500.00</u>	<u>3,500.00</u>	<u>5,098.00</u>	<u>1,598.00</u>	<u>31.35%</u>
Excess Revenue over (under) Expenditures	<u>(3,500.00)</u>	<u>(3,500.00)</u>	<u>4,902.00</u>	<u>(8,402.00)</u>	<u>(171.40)%</u>

City & Borough of Yakutat
Statement of Revenues and Expenditures
22 - NATIONAL FOREST RECEIPTS FUND
000 - NONE
From 6/1/2020 Through 6/30/2020

	Current Period Actual	Current Year Actual	Total Budget - Original	Total Budget Variance - Original	Percent Total Budget Remaining - Original
Revenue					
4570	0.00	439,965.33	0.00	439,965.33	0.00%
	NATIONAL FOREST RECEIPTS				
	<u>0.00</u>	<u>439,965.33</u>	<u>0.00</u>	<u>439,965.33</u>	<u>0.00%</u>
	Total Revenue				
Expenditures					
6551	0.00	500,974.72	489,042.00	(11,932.72)	(2.44)%
	SCHOOL SUPPORT				
	<u>0.00</u>	<u>500,974.72</u>	<u>489,042.00</u>	<u>(11,932.72)</u>	<u>(2.44)%</u>
	Total Expenditures				
	0.00	(61,009.39)	(489,042.00)	428,032.61	(87.52)%
	Excess Revenue over (under) Expenditures				

City & Borough of Yakutat
Statement of Revenues and Expenditures
41 - OCEAN CAPE FUND
000 - NONE
From 6/1/2020 Through 6/30/2020

	<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>
Revenue					
4155	5,898.86	22,021.34	27,000.00	(4,978.66)	(18.44)%
4160	16,434.50	82,885.99	50,000.00	32,885.99	65.77%
4470	7,000.00	88,350.00	87,600.00	750.00	0.86%
	<u>29,333.36</u>	<u>193,257.33</u>	<u>164,600.00</u>	<u>28,657.33</u>	<u>17.41%</u>
Expenditures					
6810	5.00	5.00	0.00	(5.00)	0.00%
7000	0.00	19,005.00	17,852.00	(1,153.00)	(6.46)%
7340	0.00	0.00	1,000.00	1,000.00	100.00%
7450	0.00	141,150.58	75,000.00	(66,150.58)	(88.20)%
8601	0.00	14,000.00	14,000.00	0.00	0.00%
8906	0.00	23,002.00	23,002.00	0.00	0.00%
	<u>5.00</u>	<u>197,162.58</u>	<u>130,854.00</u>	<u>(66,308.58)</u>	<u>(50.67)%</u>
	<u>29,328.36</u>	<u>(3,905.25)</u>	<u>33,746.00</u>	<u>(37,651.25)</u>	<u>(111.57)%</u>

City & Borough of Yakutat
Statement of Revenues and Expenditures
42 - WATER AND SEWER FUND
000 - NONE
From 6/1/2020 Through 6/30/2020

	Current Period Actual	Current Year Actual	Total Budget - Original	Total Budget Variance - Original	Percent Total Budget Remaining - Original
Revenue					
4460	27,010.54	329,929.03	319,323.00	10,606.03	3.32%
4462	(347.80)	(3,771.40)	(17,528.00)	13,756.60	(78.48)%
5590	(80.00)	0.00	0.00	0.00	0.00%
	<u>26,582.74</u>	<u>326,157.63</u>	<u>301,795.00</u>	<u>24,362.63</u>	<u>8.07%</u>
Expenditures					
6000	4,954.27	63,477.48	66,987.00	3,509.52	5.24%
6001	1,890.00	20,927.00	15,288.00	(5,639.00)	(36.89)%
6003	250.00	3,000.00	3,000.00	0.00	0.00%
6050	0.00	557.81	0.00	(557.81)	0.00%
6100	538.40	6,690.24	5,672.00	(1,018.24)	(17.95)%
6110	64.78	739.28	719.00	(20.28)	(2.82)%
6140	428.97	5,170.67	5,310.00	139.33	2.62%
6150	286.02	3,149.21	36.00	(3,113.21)	(8,647.81)%
6160	1,667.88	15,508.13	18,100.00	2,591.87	14.32%
6400	0.00	435.00	1,680.00	1,245.00	74.11%
6401	0.00	1,121.01	1,980.00	858.99	43.38%
6402	0.00	479.29	1,700.00	1,220.71	71.81%
6610	140.33	19,442.74	24,941.00	5,498.26	22.05%
6618	4,583.94	11,814.03	18,000.00	6,185.97	34.37%
6654	0.00	1,025.00	2,000.00	975.00	48.75%
6810	3,273.80	48,331.22	39,153.00	(9,178.22)	(23.44)%
6820	0.00	2,676.58	4,000.00	1,323.42	33.09%
6840	145.33	2,058.17	2,500.00	441.83	17.67%
6860	1,663.30	5,866.68	3,500.00	(2,366.68)	(67.62)%
6920	106.15	1,055.10	1,000.00	(55.10)	(5.51)%
7000	0.00	11,239.00	13,924.00	2,685.00	19.28%
7100	0.00	0.00	305.00	305.00	100.00%
7310	0.00	3,287.00	5,000.00	1,713.00	34.26%
7400	15,552.40	24,174.59	32,000.00	7,825.41	24.45%
7440	0.00	927.63	35,000.00	34,072.37	97.35%
	<u>35,545.57</u>	<u>253,152.86</u>	<u>301,795.00</u>	<u>48,642.14</u>	<u>16.12%</u>
	(8,962.83)	73,004.77	0.00	73,004.77	0.00%

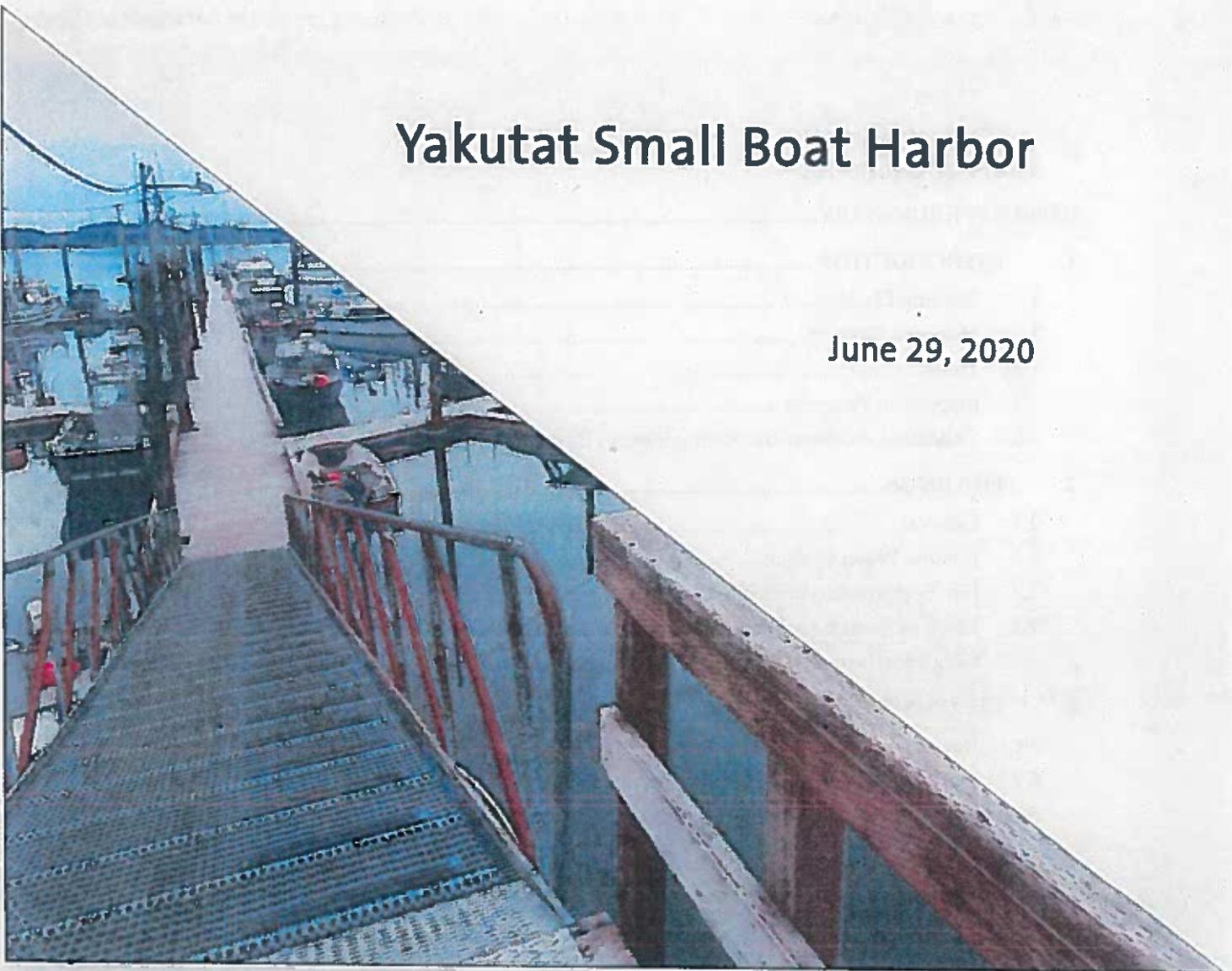
City & Borough of Yakutat
Statement of Revenues and Expenditures
43 - BOAT HARBOR FUND
000 - NONE
From 6/1/2020 Through 6/30/2020

	Current Period Actual	Current Year Actual	Total Budget - Original	Total Budget Variance - Original	Percent Total Budget Remaining - Original	
Revenue						
4063	TRANSFER FROM OTHER FUNDS	0.00	23,002.00	23,002.00	0.00	0.00%
4110	MOORAGE FEES-SMALL BOAT HARBOR	4,365.75	49,791.45	44,745.00	5,046.45	11.28%
4120	ELECTRICAL CHARGES-BOAT HARBOR	283.85	10,616.05	5,494.00	5,122.05	93.23%
4130	TRANSIENT MOORAGE	0.00	8,490.45	16,324.00	(7,833.55)	(47.99)%
4462	LESS DISCOUNTS	0.00	(61.05)	0.00	(61.05)	0.00%
5598	OTHER HARBOR INCOME	2,267.50	16,001.11	10,572.00	5,429.11	51.35%
	Total Revenue	<u>6,917.10</u>	<u>107,840.01</u>	<u>100,137.00</u>	<u>7,703.01</u>	<u>7.69%</u>
Expenditures						
6000	SALARIES	1,580.27	9,748.56	9,292.00	(456.56)	(4.91)%
6001	PART TIME SALARIES	959.00	27,099.85	35,027.00	7,927.15	22.63%
6100	FICA EXPENSE	191.19	2,799.80	3,390.00	590.20	17.41%
6110	ESC EXPENSE	23.67	353.57	391.00	37.43	9.57%
6140	WORKERS COMP INSURANCE	156.39	2,205.58	2,803.00	597.42	21.31%
6150	HEALTH & LIFE INSURANCE	283.42	3,684.07	5.00	(3,679.07)	(73,581.40)%
6160	EMP RETIREMENT	247.52	1,801.70	2,044.00	242.30	11.85%
6610	MATERIALS & SUPPLIES	0.00	5,564.77	4,486.00	(1,078.77)	(24.05)%
6810	UTILITIES - LIGHTS	806.39	13,272.74	10,000.00	(3,272.74)	(32.73)%
6820	UTILITIES - HEATING FUEL	0.00	1,374.19	1,500.00	125.81	8.39%
6830	UTILITIES - GARBAGE DISPOSAL	900.00	2,920.00	2,040.00	(880.00)	(43.14)%
6840	FUEL-EQUIPMENT	0.00	339.97	0.00	(339.97)	0.00%
6860	GASOLINE/OIL-AUTO	0.00	555.28	750.00	194.72	25.96%
6910	TELEPHONE	124.24	1,045.11	984.00	(61.11)	(6.21)%
6920	POSTAGE	34.00	346.00	394.00	48.00	12.18%
7000	INSURANCE	0.00	19,531.00	19,531.00	0.00	0.00%
7400	REPAIRS & MAINTENANCE	131.30	2,604.36	5,000.00	2,395.64	47.91%
7800	BAD DEBT	0.00	2,444.18	0.00	(2,444.18)	0.00%
8500	CAPITAL OUTLAY	0.00	6,846.32	2,500.00	(4,346.32)	(173.85)%
	Total Expenditures	<u>5,437.39</u>	<u>104,537.05</u>	<u>100,137.00</u>	<u>(4,400.05)</u>	<u>(4.39)%</u>
	Excess Revenue over (under) Expenditures	<u>1,479.71</u>	<u>3,302.96</u>	<u>0.00</u>	<u>3,302.96</u>	<u>0.00%</u>

10.2

Yakutat Small Boat Harbor

June 29, 2020



FINAL INSPECTION REPORT

Prepared by: R&M Consultants, Inc.
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Prepared for: Martha Indreland, Borough Planner
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City and Borough of Yakutat P.O. Box 160
Yakutat, Alaska 99689

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EXECUTIVE SUMMARY

The June 2020 inspection of the Yakutat Small Boat Harbor included a visual inspection of the floating docks in the harbor. The inspection was done over two days and included an examination of the visible elements of the harbor. It did not include an underwater inspection.

The following is a summary of the findings:

- The majority of the floating docks were constructed in the 1960s and 1970s and, while well maintained, are at or beyond their service life and should be replaced. They were generally found to be in **Serious Condition**. All floats have low freeboard and insufficient reserve floatation to support normal design loads.
- All floats have main timber stringers that are 40 to 50 years old and are at or near the waterline.
- The potable water utilities are in **Fair Condition**. The primary piping is submerged HDPE piping. Some of the fittings for the service risers are corroding and leaking.
- The fire suppression system is in **Poor Condition**. There are periodic fire extinguishers but no dry standpipe system as would be found in most modern harbors.
- The pilings are in **Poor Condition**. The majority of the pilings are timber and have been in service since the 1960s and 1970s. Many of the pilings are worn and have flat surfaces where they have been scraped down over the years by the act of tides and the pile collars.
- The main floats have metal grating fire breaks that do not meet ADA standards for pedestrian access.
- The 6' x 48' steel gangway is in **Poor Condition**. It does not meet modern standards for ADA access. It has no roof and has been reported to jump out of its guide track on the gangway float.

It is recommended that the floating docks in the harbor be replaced. The replacement should include the following features;

- All new timber floats with polyethylene encased floatation tubs.
- Freeboard of 20 inches with reserve floatation.
- Galvanized steel piling with sacrificial anodes.
- HDPE piped potable water.
- Piped dry standpipe fire suppression.
- Electrical and lighting power supply run under the decking.

- A new 6' x 80' aluminum gangway.
- Many of the existing electrical pedestals can be salvaged and reused.

The preliminary cost estimate for replacement of floats A through E is \$7.37 million.

The preliminary cost estimate for replacement of floats A through C is \$4.88 million.

1. INTRODUCTION

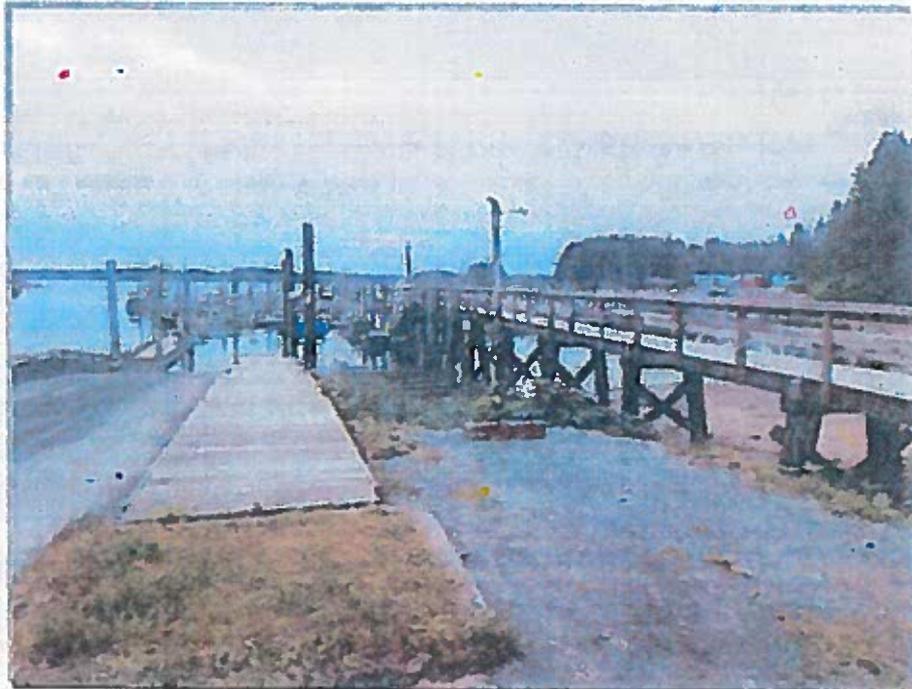
1.1 Existing Harbor

The existing Small Boat Harbor was constructed in phases starting in the 1960s. The majority of the work was designed and administered by the State of Alaska. The floats are constructed of timber and consist of polystyrene floatation modules, timber stringers and sills, and timber decking. The majority of the pilings are also timber. The following phases are recorded in as-built records:

- 1963: 10' x 260' main float, 6' x 184' timber approach trestle, 6' x 50' steel gangway, 6' x 100' lateral float with 10 each 3' x 17' finger floats (existing A float) , and a 16' x 24' seaplane float was installed. (This is the earliest record of floating docks in the harbor that could be located.)
- 1974: Grid, 8' x 200' lateral with 6 each 31' fingers and 4 each 40' fingers was installed (existing C float).
- 1978: Launch ramp, main float extension, extensions to existing lateral floats (A and C), 3 additional lateral main floats (existing B, D and E floats) and a number of finger floats were installed. (This is the general configuration of the majority of the existing harbor.)
- 2001: 10' x 75' Main float extension, new seaplane dock, new seaplane ramp float.
- Unknown date: Additional boat launch ramp and boarding float (This brings the total to 2 launch ramps and 2 boarding floats.)
- Ongoing for the last 10 or more years: Original uncoated floatation billets have been replaced with coated billets, large areas of timber decking and bullrail have been replaced, a number of pile collars have been replaced.
- 2017: Electrical renovations, new electrical pedestals were installed.

1.1.1 Approach Trestle

The timber approach trestle was initially constructed in 1963. It is nominally 6' wide with 12 each timber pile bents at about 17' on center.



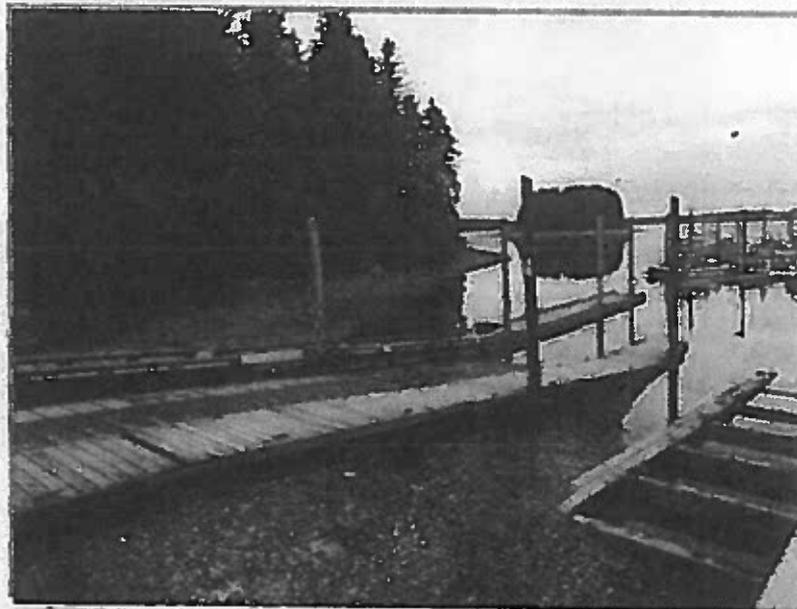
Timber approach trestle



Timber approach trestle

1.1.2 Launch Ramp and Boarding Floats

The original launch ramp and boarding flat was installed in about 1978. At some unknown later date a second launch ramp and boarding float was installed. Each concrete plank ramp is about 16' wide and 100' long. The original boarding float is about 6' wide and 140' long. It has 3 each timber guide piling. The newer boarding float is about 6' wide and 160 feet long. It has 4 each galvanized steel guide piling.



Launch ramp and boarding floats



Launch ramp and boarding floats

1.1.3 Gangway

The gangway is about 6' wide and 48' long. It dates from 1968 and is a steel truss section with no roof and metal grate decking.



Gangway

1.1.4 Grid

The grid dates from 1974. It has timber piling and timber beams.



Timber Grid

1.1.5 Main Float

The main float was installed in sections starting in 1968 and going through 2001. It is roughly 10' wide and 541' long. It has predominantly timber piling (11 each) with some (7 each) galvanized steel piling at the offshore end.



Main Float

1.1.6 A Float

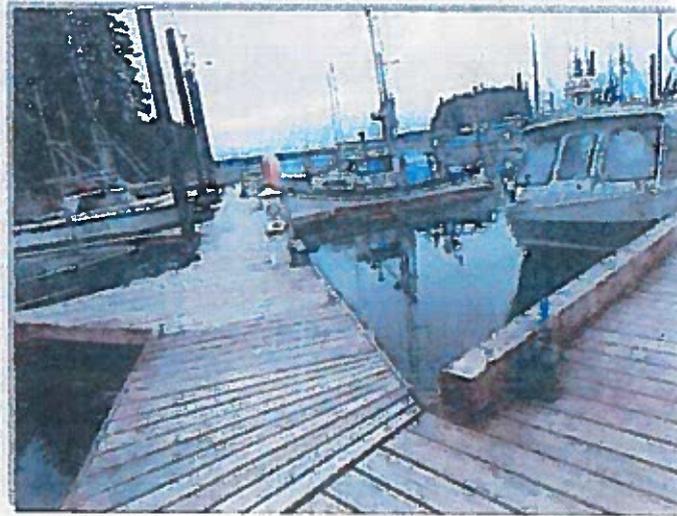
A Float dates from 1968. It was extended and relocated in 1978. It is approximately 6' wide by 150' long and has 13 each 17' long fingers. It has 5 each timber guide piling. There is no electric power on A Float. The 17' fingers are cantilever meaning they have no piling at the ends.



A Float

1.1.7 B Float

B Float was installed in 1978. It has an approximate 6' wide by 101' long main float and 6 each 23' finger floats. It has 4 each timber guide piling. The 23' fingers are cantilever meaning they have no piling at the ends.



B Float

1.1.8 C Float

C Float was installed in 1974. It has an approximate 8' wide by 237' long main float, 6 each 31' finger floats and 5 each 40' finger floats. It has 8 each timber guide piling on the main floats and a timber guide piling at the end of each finger float.



C Float

1.1.9 D Float

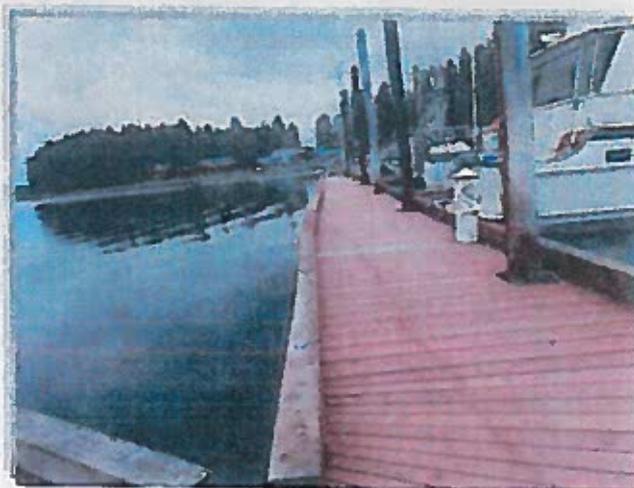
D Float was installed in 1978. It has an approximate 8' wide by 153' long main float, 4 each 32' finger floats and 3 each 40' finger floats. It has 5 each timber guide piling on the main floats and a timber guide piling at the end of each finger float.



D Float

1.1.10 E Float

E Float was installed in 1978. It has an approximate 10' wide by 179' long main float, and 3 each 62' finger floats. The offshore side of this float is side tie moorage. It has 3 each timber and 4 each galvanized steel guide piling on the main floats and 2 timber and 1 galvanized steel guide piling at the end of each finger float.



E Float

1.1.11 Seaplane Float

The Seaplane Float was installed in 2001. It has an approximate 18' wide by 33' long ramp flat and an approximate 24' by 60' long seaplane flat. There are 3 galvanized steel piling on the seaplane float and the ramp float is attached to the main float.



Seaplane Ramp Float



Seaplane Float

1.2 Moorage Capacity

Currently there is an approximate 10' x 541' main float and 5 lateral floats (A through E) with fingers.

- A. Float A has 13 each 17' fingers
- B. Float B has 6 each 23' fingers
- C. Float C has 6 each 31' fingers and 5 each 40' fingers
- D. Float D has 4 each 32' fingers and 3 each 40' fingers
- E. Float E has 3 each 62' fingers.

Note that a floating dock finger can generally berth a vessel on each side. Therefore each finger has two moorage slips. The approximate moorage capacity of the harbor is summarized in the table below:

Table 1: Moorage Summary

Finger Length	Number of Fingers	Number of Slips
17	13	26
23	6	12
31-32	10	20
40	8	16
62	3	6

There is also about 675' of linear side tide moorage in the harbor.

1.3 Tides

NOAA publishes the following tidal statistics for Yakutat:

Table 2: Tides

Highest observed water	17.31 feet
MHHW	10.08 feet
MHW	9.21 feet
MTL	5.31 feet
MLLW	0.0 feet
Lowest observed water	- 4.15 feet

1.4 Inspection Program

The scope of work for the 2020 inspection program included:

- A visual inspection of floats and fingers including measurements of freeboard.

- A visual inspection of the above water portion of piped fire and potable water systems.
- An inspection of the electrical and lighting system.
- A schematic drawing of the general dimensions and features of the current infrastructure in this area of the harbor.

No underwater inspection was done. The fieldwork was done June 16, 2020 and June 17, 2020 by John C. Daley, P.E., project engineer and June 17, 2020 by Ben Haight Electrical Engineer.

1.5 Condition Assessment: Rating System Description

A condition assessment rating system was chosen for the evaluation of the structure. The purpose of a rating system is to provide a uniform and repeatable method of tracking the condition of structures throughout their service life.

The correct rating assignment requires professional engineering judgment and considers:

- the scope of damage,
- severity of damage,
- distribution of damage,
- types of components affected and their structural sensitivity, and
- location of defect on the component relative to the point of maximum stress.

Therefore, the qualifications of the individuals assigning ratings are important to ensure that the ratings are assigned consistently and in accordance with sound engineering principles and the selected guidelines.

The damage assessment and rating system used in this report generally follows that recommended by the "*Waterfront Facilities Inspection and Assessment*" Manual of Practice 130 published by the American Society of Civil Engineers (ASCE, 2015). Damage assessments are done on an element level. For example the deck boards. Condition ratings are done on an overall structure level. For example K float. Ratings are assigned to each structure to facilitate establishing the priority of maintenance, repair or replacement actions. A numerical scale is used for routine condition assessments and should remain associated with the structural unit until the structure is re-rated after a quantitative engineering evaluation of repairs, or on completion of the next scheduled routine inspection.

The ASCE rating system, summarized in Table 1.1, uses a scale of 1 to 6 with 6 corresponding to a structure in good condition, and a rating of 1 corresponding to a structure in critical condition. These ratings are used to describe the existing in-place structure relative to its condition when newly constructed. The fact that the structure was

designed for loads that are lower than the current standards for design have no influence on the ratings.

Table 3: Damage Ratings for Timber Elements

RATING		Existing Damage
NI	Not Inspected	<ul style="list-style-type: none"> • Not inspected, inaccessible, or passed by.
ND	No Defects	<ul style="list-style-type: none"> • Sound surface material.
MN	Minor	<ul style="list-style-type: none"> • Checks splits and gouges less than 0.5 in. wide. • Evidence of marine borers or fungal decay.
MD	Moderate	<ul style="list-style-type: none"> • Remaining diameter loss up to 15%. • Checks and splits wider than 0.5 in. • Cross-section area loss up to 25%. • Corroded hardware • Evidence of marine borers or fungal decay, with loss of section.
MJ	Major	<ul style="list-style-type: none"> • Remaining diameter loss up to 15 to 30%. • Checks and splits through full depth of cross section. • Cross-section area loss up to 25 to 50%; heavily corroded hardware • Displacement and misalignment of connections.
SV	Severe	<ul style="list-style-type: none"> • Remaining diameter loss more than 30%. • Cross-section area loss more than 50%. • Loss of connections and / or fully nonbearing condition. • Partial or complete breakage.

Source: *Waterfront Facilities Inspection and Assessment Standard Practice Manual* 130 (ASCE, 2015).

Table 4: Rating System for Overall Condition of Structures

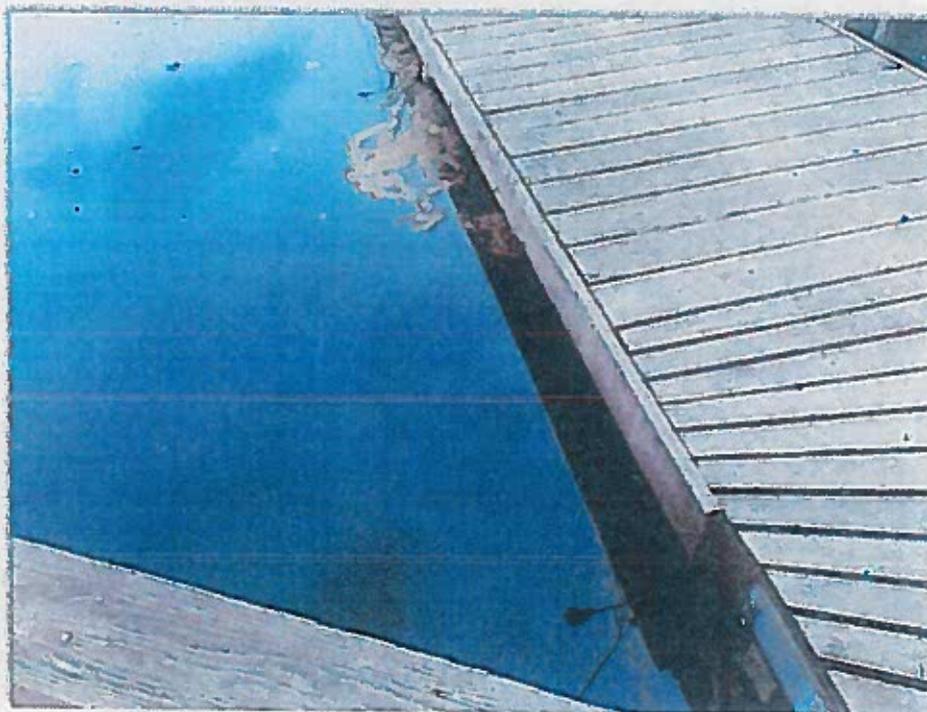
RATING		DESCRIPTION
6	Good	No visible damage or only minor damage noted. Structural elements may show very minor deterioration, but no overstressing observed. No repairs are required.
5	Satisfactory	Limited minor to moderate defects or deterioration observed, but no overstressing observed. No repairs are required.
4	Fair	All primary structural elements are sound; but minor to moderate defects or deterioration observed. Localized areas of moderate to advanced deterioration may be present, but do not significantly reduce the load bearing capacity of the structure. Repairs are recommended, but the priority of the recommended repairs is low.
3	Poor	Advanced deterioration or overstressing observed on widespread portions of the structure, but does not significantly reduce the load bearing capacity of the structure. Repairs may need to be carried out with moderate urgency.
2	Serious	Advanced deterioration, overstressing, or breakage may have significantly affected the load bearing capacity of primary structural components. Local failures are possible and loading restrictions may be necessary. Repairs may need to be carried out on a high priority basis with urgency.
1	Critical	Very advanced deterioration, overstressing, or breakage has resulted in localized failure(s) of primary structural components. More widespread failures are possible or likely to occur and load restrictions should be implemented as necessary. Repairs may need to be carried out on a very high priority basis with strong urgency.

Source: *Waterfront Facilities Inspection and Assessment Standard Practice Manual* 130 (ASCE, 2015).

2. FINDINGS

2.1 General

The floating docks are in **Serious Condition** due to low freeboard and the inability to carry published design loads safely. The floating docks have reached the end of their normal service life and should be replaced. Portion of the harbor are over 50 years old. While the decking and bullrail have been replaced the main timber stringers have not. The main timber stringers are rotting and deteriorating in places. The timber framing and timber piling have **Major Damage** due to section loss and corroded hardware.



Low Freeboard at A Float

The freeboard or distance from the waterline to the deck was found to be typically 10 to 12 inches. This indicates that the primary structural members including the longitudinal stringers transverse timber sills are at the water surface. It is generally advisable to have these members above the water surface.

The polystyrene floatation billets have been replaced. However, there is insufficient freeboard and little or no reserve floatation. This means that larger sections of the floating docks are likely to become awash with snow loads or even, for example, if a group of people were to congregate in one place on a finger float. This has the potential to submerged the below deck utilities including electrical.

Most modern harbors have float system with 18 to 22 inches of freeboard. Low freeboard makes for a taller step from the float into the vessels. Current design codes require an allowance for 10 inches to 12 inches of freeboard reduction when fully loaded.



Corroded Pile Collar at A Float



Corroded Pile Collar at B Float

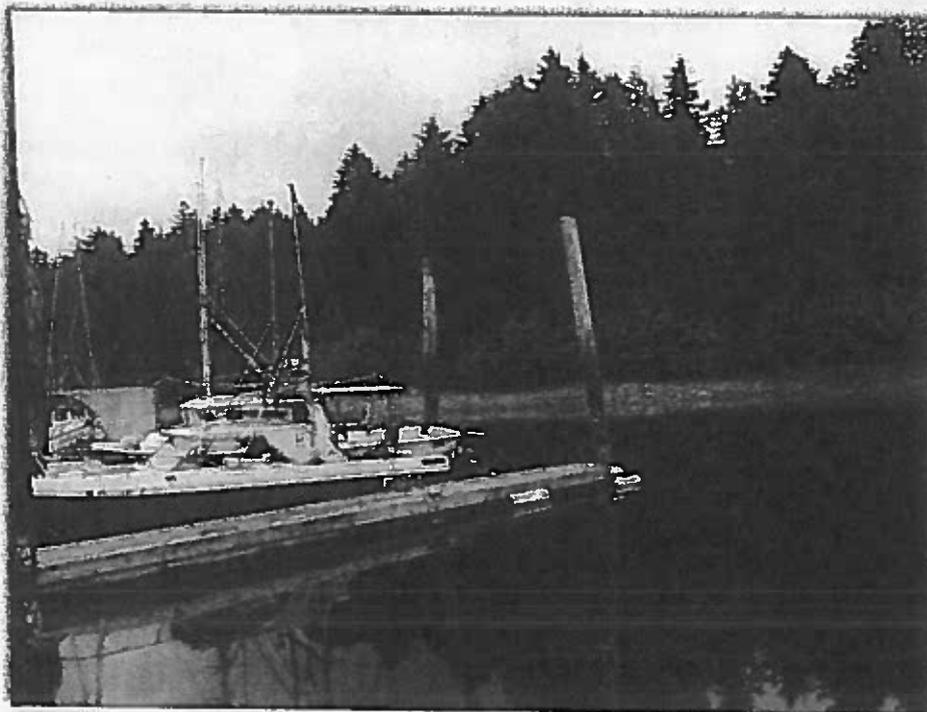
ASCE Manual of Practice 30, *Planning and Design Guidelines for Small Craft Harbors* lists the following live load design criteria for floating docks.

Table 5: Design Live Loads

Condition	Uniform live load
Restricted access - pedestrian use only	30 pounds per square foot
Unrestricted access - pedestrian use only	40 pounds per square foot
Unrestricted access - golf carts	50 pounds per square foot

Preliminary calculations show that the existing floats will be approximately awash at 30 pounds per square foot live load and will be submerged at 40 pounds per square foot or larger live loads. (It should be noted that Yakutat has an ASCE 7-16 (code) specified 150 pounds per square foot ground snow load, which would sink the existing floats.)

The timber pilings are in **Poor Condition**. They have exceeded their normal design service life of about 40 years. As mentioned previously they have **Moderate Damage** due to section loss and suspected marine borers. Many are worn flat on the sides and the creosote has been scraped free. This combined with checks and cracks could allow marine borers to enter the wood.



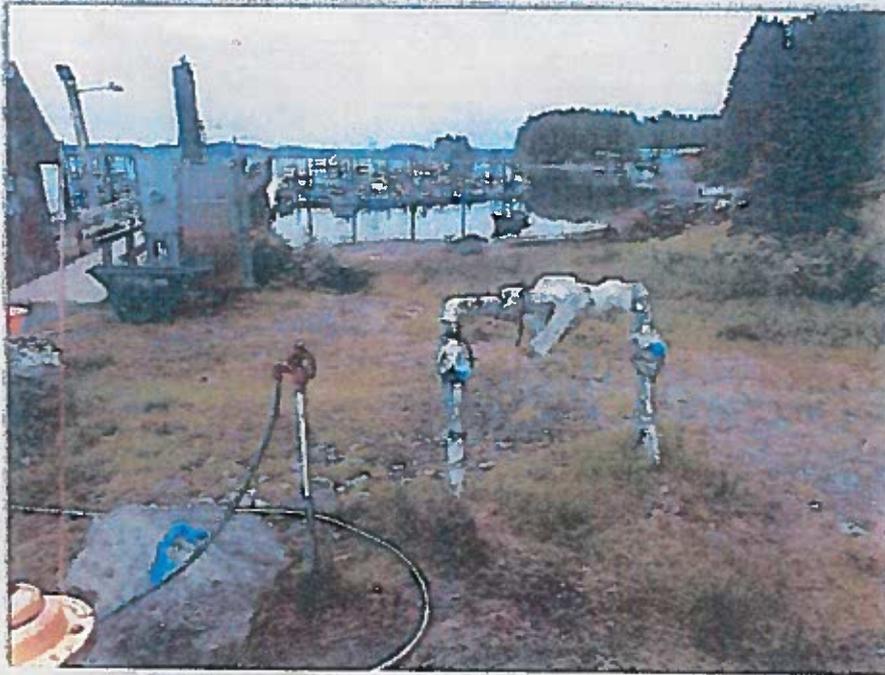
Leaning timber piling on A Float



Tree on timber piling on A Float

2.2 Potable Water System

The Potable Water system is in **Poor Condition**. It has been modified numerous times over the years. The HDPE main appear to be in good condition. However it was tied to the side of the floats with line and is exposed to the berth area in places and is thereby vulnerable to vessel damage. The risers have a number of differing materials including galvanized steel pipe and fittings, brass fittings, and others. Each time a new material and new fitting is introduced results in a new location for a potential leak to form. Corrosion of dissimilar materials at the water surface was noted. Leaking fittings were noted. The upland backflow preventer was exposed and would have a higher level of service if located in an insulated box.



Potable water backflow preventor in uplands



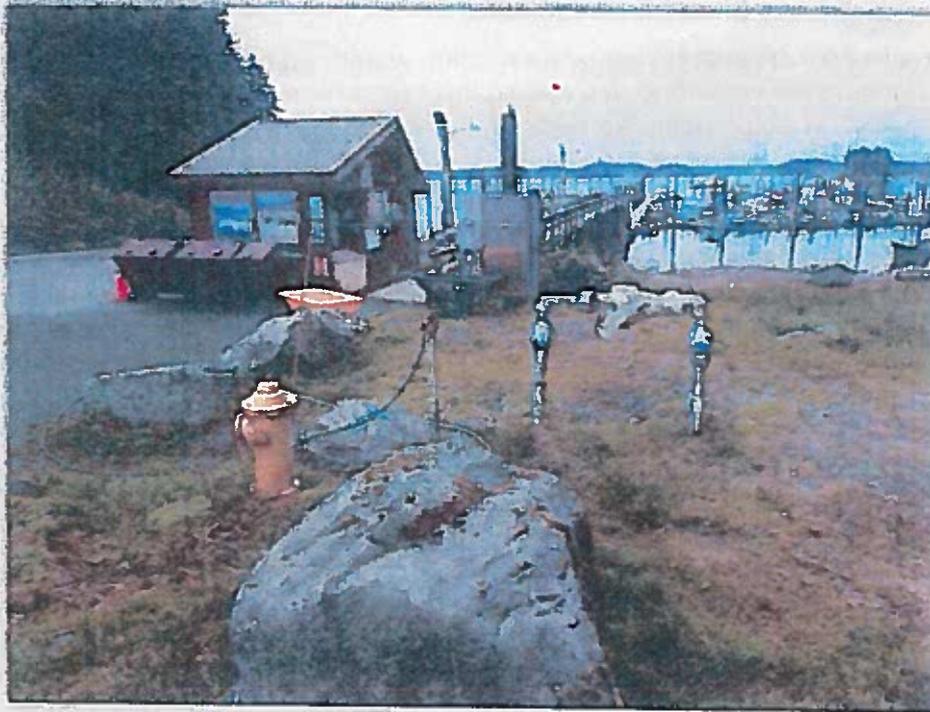
Potable water main on Main Float



Leaking potable water riser on Main Float

2.3 Fire Suppression System

Similar to the potable water system, the fire suppression system is in **Poor Condition** in this case due to not meeting modern standards. The fire suppression system includes periodic extinguishers on the float system and a hydrant in the uplands. These components appear to be functional and well maintained. However modern standards such as National Fire Protection Association (NFPA) 303 "*Fire Protection for Marinas and Boatyards*" include a piped dry standpipe system that would allow an upland charging station and risers for Fire Department access on the float system. There is no such system in the harbor at Yakutat.



Fire hydrant in uplands



Fire extinguisher on float system

2.4 Level of Service and Service Life

A service life of 40 to 50 years is normal for modern waterfront facilities. One can expect increasing maintenance costs and decreasing level of service as the end of the service life is approached. At some point the owner must weigh the maintenance cost and the level of service with the cost of replacement.

An analogy can be made to the service life of an automobile. It is easy to understand that one expects a high level of service and reliability from a new automobile. When the vehicle gets 10 or so years old, and has over 100,000 miles on it, one can expect increased maintenance costs and a lower level of service. Perhaps not every item on the vehicle still works like new. Perhaps the maintenance now includes larger and more costly items. Although it is possible to keep a vehicle running indefinitely, it is reasonable to expect increased maintenance and costs. In this regard the Yakutat Small Boat Harbor infrastructure could be compared to a 30-year old vehicle with 300,000 miles on it. It is still functioning, but there are serious issues with maintenance and functionality. Under high load scenarios there could be safety concerns. The harbor does not provide a level of service in line with modern standards.

2.5 Condition Summary

The table below summarized the condition rating of each primary element in the harbor.

Table 6: Condition Summary

ITEM	RATING	DESCRIPTION
Floating Docks	2 Serious	Low floatation. Lack of reserve floatation.
Piling	3 Poor	Timber piling are worn. Some are leaning
Gangway	3 Poor	Doesn't meet modern standards
Water System	4 Fair	Corroded fittings, heavily field modified system
Fire Suppression System	3 Poor	Doesn't meet modern standards

3. RECOMMENDATIONS AND COST ESTIMATES

3.1 Recommendations - Replacement:

The facilities included in this condition assessment are generally in **Poor to Serious** condition. They have been repaired and maintained to the extent practical. Additional repairs would include disassembling the floats and installing replacements stringers, installing additional floatation, installing new fire and potable water utilities, installing new lighting, and replacing the piling and pile collars. The cost to of this level of repair, to bring these floating docks to modern standards, is likely similar to or greater than the cost to replace them. Based on the above the floating docks have reached the end of their normal service life and should be replaced.

3.2 Additional Inspections

A preliminary / screening level inspection was conducted for this project. The scope was limited to less than two days on site. No underwater inspections were conducted. It is recommended that a more detailed inspection be undertaken and that this include an underwater investigation. It is recommended that additional inspections be undertaken on the timber elements of the harbor including the main stringers in the float system and the timber piling in the harbor and on the approach trestle. A condition assessment of the timber elements for rot decay and marine borers is recommended.

3.3 Replacement Cost Estimate:

Preliminary cost estimates are provided for initial planning purposes. Two estimates are provided, one for the majority of the harbor including floats A through E and one for the oldest section of the harbor including floats A through C. The intent of providing these two estimates is to show a near full harbor replacement and a phased replacement. It is generally more efficient and cost effective to advance a larger project.

The estimates are based on floating main docks furnished and installed for \$90 per square foot. The costs for finger floats is estimated at \$130 per square foot. The costs for piling is \$70 per linear foot. The cost estimates includes a 25% contingency and an allowance, for engineering and non-controversial permitting. It does not include engineering field investigation such as survey or geotechnical.

The estimates do not include:

- Upland facilities
- The access trestle
- The grid
- The boat launch ramp
- The float plane facility

The estimates do include:

- A new gangway
- A new gangway float
- New utilities including potable water and fire suppression
- New or salvaged electrical

The preliminary cost estimate for floats A through E is \$7.37 million.

The preliminary cost estimate for floats A through C is \$4.88 million.

A preliminary line item cost estimate is provided in Appendix C.

APPENDICES

Appendix A: Electrical Inspection Report



HARBOR LOAD CALCULATIONS

Yakutat Harbor
Yakutat, Alaska
28 June 2023
Project No. 275-18

Circuit	Shore Receptacles					Feeder Demand Load			Required Rating (Amps)	Required Cable (AWG)	Comments
	Connected Load (kVA)					Demand Factor	Total				
	120V, 1Ph, 30A	208V, 1Ph, 50A	208V, 3Ph, 60A	208V, 3Ph, 100A	480V, 3Ph, 200A		kVA	(Amps)			
Receptacle Load	2.8	8.3	17.3	28.8	132.8						
Fleet B											
Feeder 1	6	17.4				0.81	14.1	39	50	No. 6 Cable Capacity = 77 Amps	
Total - Fleet 1	6					0.81	14.1	39			
Fleet C											
Feeder - North	14	40.8				0.72	29.2	81	100	No. 4 Cable Capacity = 101 Amps	
Feeder - South	12	34.8				0.72	25.1	70	100	No. 4 Cable Capacity = 101 Amps	
Total - Fleet 2	26					0.63	47.8	132			
Fleet D											
Feeder 1	16	48.4				0.63	29.2	81	125	No. 4 & 2 Cable Capacities = 101 & 133 Amps	
Total - Fleet 2	16					0.63	29.2	81			
Fleets E & F											
Feeder 1	12	34.8				0.72	25.1	70	100	No. 10 Cable Capacity = 181 Amps	
Total - Fleet 2	12					0.72	25.1	70			
Fleets E & L											
Feeder 1	3	8.7	25.0			0.81	27.3	76	100	No. 10 Cable Capacity = 181 Amps	
Total - Fleet 2	3					0.81	27.3	76			
Total Harbor	83					0.38	74.8	208	350	(2 ea) No. 40 Cable Capacity = 504 Amps	

Installed cable and circuit breaker ratings are identified.
Circuit breaker or Cable is under rated
Cable is unnecessarily over rated.

Yakutat Harbor

Electrical Systems Assessment

29 June 2020

On 17 June 2020, Ben Haight, PE, Haight & Associates, Inc., Juneau, Alaska visited Yakutat to assess the condition of the electrical systems at the Yakutat Harbor. His assessment included the power and lighting systems for the harbor's floating docks, the uplands boat storage area, and the equipment storage building. Most of the components of the systems were replaced or newly installed in 2017 by Puffin Electric, Inc., Homer, Alaska. Their Operations & Maintenance Manual was obtained for reference. It included "As-built" drawings along with component documentation.

NFPA 70 - National Electrical Code, NFPA 303 – National Fire Protection Standard for Marinas and Boatyards, and International Building code are used with this assessment.

Existing Systems Descriptions

Harbor Power:

The boat harbor is fed from the AVEC padmount utility transformer (75 KVA) located adjacent to the municipal equipment storage building. The power is provided at 208Y/120 volts, three phase. The power is routed underground from the transformer to a stand with a 320 ampere rated utility meter and 400 ampere rated service distribution panel. The service panel contains main service circuit breakers feeding the Lighting Panel and the harbor's Main Distribution Panel (MDP). The circuit breaker serving the Lighting Panel is rated for 100 amperes and the circuit breaker serving the MDP is rated for 350 amperes. According to the "As-built" drawings, three ground rods are installed near the service stand and connected to bond the neutral to ground. The Lighting Panel is located on a separate post behind the service equipment stand.

Power is routed to the MDP on the Main Floating Dock with two each 5 conductor, No. 4/0 Type W copper cables according to the "As-built" drawings. The cables are routed through 3 inch diameter rigid conduits beneath the approach dock and gangway to the floating dock. They are routed beneath the deck boards to the MDP on the main headwalk.

The MDP is enclosed in a painted stainless steel cabinet, mounted to the deck. It is rated for 400 amperes. It contains six feeder circuit breakers serving the shore-tie power pedestals on the floating docks. Power is served to the pedestals utilizing Type W cables routed beneath the floating dock deck boards. The MDP includes a Ground Current Relay which appears to illuminate pilot lights mounted to the MDP door.

The shore-tie power pedestals are fabricated, painted stainless steel enclosures with a small luminaire mounted on top. Each pedestal is a duplex type with utility meters, circuit breakers, and receptacles serving two boat stalls, each. With the exception of three pedestals, all shore-tie power is provided with 30 ampere, 120 volt circuit breakers and twist lock receptacles. Three pedestals are configured with a 50 ampere 208 volt circuit breaker and receptacle for one boat and a 30 ampere, 120 volt circuit breaker and receptacle for the other boat. All of the shore-tie power pedestal circuit breakers include 30

milliampere ground fault current protection. The feeder configurations for the shore-tie power pedestals are identified in the "As-built" drawings.

Two 120 volt, 20 ampere receptacles are mounted to the edge of the approach dock to provide convenience power for the boat grid. They appear to be fed from the lighting panel with ground fault circuit protection.

Harbor Lighting:

Utility type luminaires are utilized throughout the harbor. They are a new LED type installed with the 2017 renovation. The approach dock is illuminated with three luminaires mounted to pilings that support the dock. They are circuited with single conductors in conduit mounted to the east side of the approach dock. In addition to the utility luminaires, three floodlights are mounted to the same pilings to illuminate the boat launch and grid.

Aerial cables are suspended from the piling on the end of the approach dock to pilings supporting the floating docks. The luminaires are positioned to illuminate all of the floating docks. The luminaires and aerial cables are fastened to vertical hot-dipped galvanized steel brackets mounted to the tops of the pilings.

The lighting system is controlled to operate from the lighting panel with a contactor and switch to allow both full time manual operation and automatic operation. Automatic operation incorporates a photoelectric cell mounted above the lighting panel.

The lighting panel includes a 50 ampere, three pole main circuit breaker with six 20 ampere, single pole, two tripped GFCI 20 ampere, single pole, one 30 ampere, three pole, and one 40 ampere, two pole active branch circuit breakers.

Upland Power:

A small main distribution panel is located on a stand near the entrance to the harbor uplands parking and boat storage area. It is fed from a small single phase, padmount utility transformer located nearby. The main service distribution panel includes a 100 ampere, 120-240 volt, single phase meter and branch panel. Three 50 ampere, 2 pole circuit breakers each feed utility panels mounted to utility poles located to provide convenience power for the boat storage area. One of the utility panels also provides power for the mobile coffee stand at the entrance. A single ground rod is installed at the service equipment stand, bonding the neutral to ground.

The Utility panels each contain 120 volt, 20 ampere, 120 volt 30 ampere, and 240 volt, 50 ampere receptacles. The panel includes circuit breakers for each receptacle with the circuit breaker for the small receptacle also feeding the integral luminaire and the pole top floodlight.

Upland Lighting:

Lighting for the upland area is provided by the luminaires installed over the boat storage area, only. All of the luminaires utilize LED light engines and are controlled automatically with photoelectric cells.

Equipment Storage Building Power:

Power for the equipment storage building originates from the 75 KVA transformer that also serves the boat harbor. The service meter and MDP are located on the exterior of the north side of the building. The MDP includes a main service circuit breaker (200 ampere), five 100 ampere, two pole circuit breakers for the branch panels in each bay, and one 20 ampere, three pole circuit breaker for the tenant metering system. The system neutral is bonded to ground which includes a ground rod, water line, and the building steel.

Metal clad (Type MC) cables are routed from the MDP to each of the five bay branch panels. The branch circuit panels are rated for 125 amperes with 18 circuit breaker spaces. The circuit breakers feed 120 volt convenience receptacles, welding receptacles, and lighting. Bay 1, with an office, breaker room and mezzanine, also includes electric heat.

Equipment Storage Building Lighting:

All of the luminaires utilize LED light engines. The interior lighting is all controlled with manually operated switches while the exterior luminaires are automatically controlled with photoelectric cells.

The office and break room are illuminated with ceiling surface mounted luminaires. The storage bays are illuminated with high bay type luminaires suspended from the ceiling. The two open bays (4 & 5) also include large floodlights aimed to supplement the illumination of the interior. Small exterior wall mounted luminaires are positioned over the exterior personnel doors for the office and breakroom.

Exit signs with emergency light heads are located inside the office and break room, over the exterior doors. Emergency lights are located on each side of Bay 2 & 3 and Bay 4 & 5.

Assessment**Harbor Power:**

The power system was renovated in 2017 with all new equipment. All of it is in good condition with 20 years or more of service life remaining. Following are items that will need additional attention:

1. **Grounding:** No seawater grounding was found nor is it identified in the "As-built" drawings. As a minimum, a stainless steel ground rod should be mounted to the floating dock and connected to the ground bus in the MDP. Ground rods installed at the end of each shore-tie power pedestal feeder are recommended. This will ensure a better true earth ground reference.
2. **50 Ampere Pedestals:** The three pedestals with 50 ampere circuit breakers and receptacles for one boat each do not have 120 volt 30 ampere circuit breakers and receptacles for the same boats. 30 ampere circuit breakers and receptacles should be added to each of these pedestals to allow those boat owners optional power sources.
3. **Feeder – Float C North:** The circuit breaker and feeder cable is slightly underrated per calculations based on the NEC. This should be corrected with the next opportunity.
4. **Feeder - Float D:** The "home run" cable is identified on the "Asbuilt" drawings as No. 4 AWG which is underrated for the circuit protection provided. This should be corrected with the next opportunity.

5. **Ground Fault Relay:** Wiring diagrams for the Ground Fault Relay in the MDP were not found. Neither of the pilot lights were active at the time of inspection. The purpose of the relay needs to be defined and the pilot lights need to be labeled.
6. **Electrical Datum Plane:** A sign indicating the elevation of the datum plane on the shore and the floating docks needs to be provided at the service main disconnect. The sign should identify the highest tide level.
7. **Hazard Warning Sign:** A sign indicating the potential for electrical shock needs to be mounted near the access to the approach dock.

Harbor Lighting:

The luminaires were replaced in 2017 while the circuits were retained. The luminaires are in good condition with 20 years of service life remaining while the circuits are in fair condition with less than five years of service life remaining. The lighting panel and controls were not replaced and have less than five years of service life remaining. Following are items that will need additional attention:

1. **Panelboard:** It is corroded and in poor condition.
2. **Approach Dock Circuits:** The conduit is in fair condition, but the conductors should be replaced.
3. **Aerial Circuits:** The aerial cables are in fair condition. The piling movement causes "wear and tear" on their support connections with occasional abrasion to the conductor insulation. Two supports were observed to need immediate attention.

Upland Power & Lighting:

The power system for the boat storage area was installed in 2017 and is in good condition with 20 years of service life remaining.

Equipment Storage Building Power:

The power system for the equipment storage building was installed in 2017 and is in good condition with 20 years, or more, of service life remaining.

The utility transformer feeding the building and the harbor is rated with little excess capacity for both facilities. This should be monitored as the equipment storage building's use increases to ensure the transformer is adequate.

Equipment Storage Building Lighting:

The lighting system for the equipment storage building was installed in 2017 and is in good condition with 20 years, or more, of service life remaining. Following are items that will need additional attention:

1. **Exterior Lighting:** There is no lighting on the front of the building. It's only required for egress, but additional lighting for site illumination might be desirable.
2. **Egress Lighting:** The egress lighting for the exterior doors is required to include emergency batteries. It does not appear that this feature was included.
3. **Exit Lighting:** No illuminated exit signage is provided in the enclosed bays (2 & 3).

Recommendations

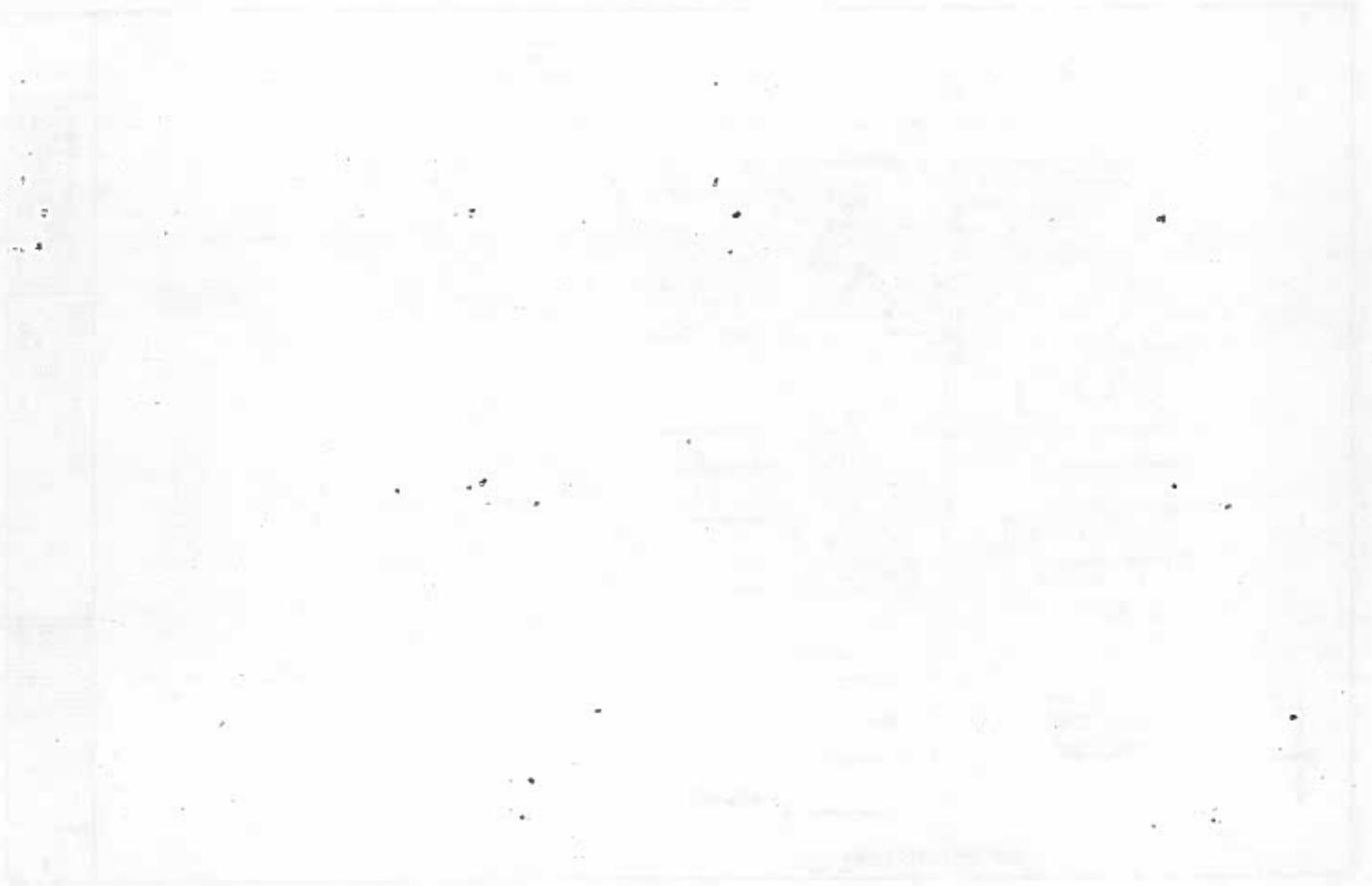
Harbor:

1. Add seawater grounding. \$2,000
2. Add 30 ampere, 120 volt receptacles to the 50 ampere shore-tie pedestals. \$2,000
3. Correct Float C North and D feeders when possible. \$5,000
4. Replace the lighting panelboard and controls. \$5,000
5. Replace the approach dock lighting circuits. \$3,000
6. Repair the aerial lighting cables. \$2,000
7. Upgrade the lighting for the floating docks with post mounted luminaires located on the floating docks when the floating docks are upgraded or replaced. Utilize the existing luminaires if possible. \$90,000
8. Provide labeling and operating information for the Ground Fault Relay on the MDP. \$2,000
9. Provide signage for the Electrical Datum Plane and Electrical Hazards. \$1,000

Equipment Storage Building:

1. Monitor the utility transformer capacity.
2. Replace the exterior egress luminaires with battery supported type. \$1,500
3. Provide egress luminaires for the exit from Bays 2 & 3. \$1,000
4. Provide illuminated exit signs in Bays 2 & 3. \$1,000
5. Provide site lighting on the front of the building. \$3,000

Appendix B: Drawings



**Yakutat Small Boat Harbor A through E Floating Dock Replacement Project
Estimate (2020/6/30)**

Base Bid Items:				Engineer's Estimate	
Description	Quantity	Unit	Unit Price	Extended Price	
1 Mobilization/Demobilization	1	LS	\$ 500,000	\$ 500,000	
2 Construction Survey	1	LS	\$ 50,000	\$ 50,000	
3 Protected Species Observer	1	LS	\$ 100,000	\$ 100,000	
4 Demolition of Existing Floats and Piling	1	LS	\$ 150,000	\$ 150,000	
5 F&I 10'X420' Main Floats	1	LS	\$ 378,000	\$ 378,000	
6 F&I 10'X150' Main Floats at A Float	1	LS	\$ 135,000	\$ 135,000	
7 F&I 10'X100' Main Floats at B Float	1	LS	\$ 90,000	\$ 90,000	
8 F&I 10'X240' Main Floats at C Float	1	LS	\$ 216,000	\$ 216,000	
9 F&I 10'X150' Main Floats at D Float	1	LS	\$ 135,000	\$ 135,000	
10 F&I 10'X180' Main Floats at E Float	1	LS	\$ 162,000	\$ 162,000	
11 F&I 4'X17' Stall Floats	13	EA	\$ 8,840	\$ 114,920	
12 F&I 4'X23' Stall Floats	8	EA	\$ 11,960	\$ 95,680	
13 F&I 5'X32' Stall Floats	11	EA	\$ 20,800	\$ 228,800	
14 F&I 5'X40' Stall Floats	8	EA	\$ 26,000	\$ 208,000	
15 F&I 6'X60' Stall Floats	3	EA	\$ 46,800	\$ 140,400	
16 F&I 20'X20' Gangway Float	1	EA	\$ 36,000	\$ 36,000	
17 F&I 6'X80' Aluminum Gangway	1	EA	\$ 90,000	\$ 90,000	
16 16" Dia x 90' long Galv Steel Piles Furnished	75	EA	\$ 6,300	\$ 472,500	
17 16" Dia Galv Steel Piles Driven	75	EA	\$ 3,500	\$ 262,500	
18 F&I Potable Water System	1	LS	\$ 350,000	\$ 350,000	
19 F&I Dry Standpipe Fire Suppression System	1	LS	\$ 300,000	\$ 300,000	
20 Leveling Flotation Furnished	50	EA	\$ 400	\$ 20,000	
21 Leveling Flotation Installed	50	EA	\$ 400	\$ 20,000	
22 F&I Fire Extinguisher and Cabinet	8	EA	\$ 1,500	\$ 12,000	
23 F&I Life Ring and Cabinet	8	EA	\$ 1,500	\$ 12,000	
24 F&I Safety Ladders	15	EA	\$ 750	\$ 11,250	
25 F&I Anodes	75	EA	\$ 1,200	\$ 90,000	
26 Power and Lighting Systems	1	LS	\$ 750,000	\$ 750,000	
<i>Subtotal Base Bid Items:</i>				\$	5,130,050
<i>Contingency 25%</i>				\$	1,282,513
Construction Total				\$	6,412,563
<i>Engineering and Permitting @7.5%</i>					\$480,942
<i>Construction Support @7.5%</i>					\$480,942
Project Total					\$7,374,447

**Yakutat Small Boat Harbor A, B, C, Floating Dock Replacement Project
Estimate (2020/6/30)**

Base Bid Items:			Engineer's Estimate	
Description	Quantity	Unit	Unit Price	Extended Price
1 Mobilization/Demobilization	1	LS	\$ 300,000	\$ 300,000
2 Construction Survey	1	LS	\$ 50,000	\$ 50,000
3 Protected Species Observer	1	LS	\$ 70,000	\$ 70,000
4 Demolition of Existing Floats and Piling	1	LS	\$ 100,000	\$ 100,000
5 F&I 10'X300' Main Floats	1	LS	\$ 270,000	\$ 270,000
6 F&I 10'X150' Main Floats at A Float	1	LS	\$ 135,000	\$ 135,000
7 F&I 10'X100' Main Floats at B Float	1	LS	\$ 90,000	\$ 90,000
8 F&I 10'X240' Main Floats at C Float	1	LS	\$ 216,000	\$ 216,000
9 F&I 4'X17' Stall Floats	13	EA	\$ 8,840	\$ 114,920
10 F&I 4'X23' Stall Floats	8	EA	\$ 11,960	\$ 95,680
11 F&I 5'X32' Stall Floats	11	EA	\$ 2,800	\$ 30,800
12 F&I 5'X40' Stall Floats	5	EA	\$ 26,000	\$ 130,000
13 F&I 20'X20' Gangway Float	1	EA	\$ 36,000	\$ 36,000
14 F&I 6'X80' Aluminum Gangway	1	EA	\$ 90,000	\$ 90,000
15 16" Dia x 90' long Galv Steel Piles Furnished	40	EA	\$ 6,300	\$ 252,000
16 16" Dia Galv Steel Piles Driven	40	EA	\$ 3,500	\$ 140,000
17 F&I Potable Water System	1	LS	\$ 230,000	\$ 230,000
18 F&I Dry Standpipe Fire Suppression System	1	LS	\$ 200,000	\$ 200,000
19 Leveling Flotation Furnished	30	EA	\$ 400	\$ 12,000
20 Leveling Flotation Installed	30	EA	\$ 400	\$ 12,000
21 F&I Fire Extinguisher and Cabinet	5	EA	\$ 1,500	\$ 7,500
22 F&I Life Ring and Cabinet	5	EA	\$ 1,500	\$ 7,500
23 F&I Safety Ladders	10	EA	\$ 750	\$ 7,500
24 F&I Anodes	40	EA	\$ 1,200	\$ 48,000
25 Power and Lighting Systems	1	LS	\$ 750,000	\$ 750,000
Subtotal Base Bid Items:				\$ 3,394,900
Contingency 25%				\$ 848,725
Construction Total				\$ 4,243,625
Engineering and Permitting @7.5%				\$318,272
Construction Support @7.5%				\$318,272
Project Total				\$4,880,169

CITY AND BOROUGH OF YAKUTAT**Employment Agreement****Police Chief**

THIS AGREEMENT is made and entered into by and between the City and Borough of Yakutat ("Borough") and James Capra ("Employee"), effective as of the date of the last signature below ("Effective Date"). The term "parties" refers to the Borough and Employee collectively.

RECITALS:

- A. The Borough desires to appoint James Capra to the position of Police Chief, and James Capra wishes to accept that employment; and
- B. It is the desire of the parties to establish the terms and conditions of such employment, as set out herein.

The Borough and Employee agree as follows:

Section 1. Duties and Functions.

A. The Borough hereby agrees to employ Employee, and Employee accepts such employment, as the Police Chief of the Borough, to perform the functions and duties specified in Chapter 2.45 of the Code of the City and Borough of Yakutat ("CCBY"), and to perform such other additional duties and functions as the Borough Manager from time to time shall assign. Employee affirmatively states that Employee shall meet all qualifications for said position, as set forth in CCBY Chapter 2.45, as of the Commencement Date, except that Employee shall have thirteen (13) months from the Commencement Date to obtain the Advanced Police Officer Certificate issued by the Alaska Police Standards Council (APSC). If necessary to obtain said Certificate, Employee shall attend, and successfully complete, the DPS reciprocity academy (recert/refresher training) to be held in January of 2021.

B. Additional duties shall include, but not be limited to, provision of advice on the implementation of an upgraded 911 system, development of a plan for seasonal coverage of the Tsiu fishery, attendance at meetings of the Borough Assembly upon the request of the Borough Manager, and coverage of on-call time and regular time when other officers are unavailable.

Section 2. Exempt Status.

Employee's position with the Borough is classified as Exempt, and therefore overtime ineligible and excluded from specific provisions of federal wage and hour laws; the compensation set out

in paragraph 5A below is the total salary due Employee for all time spent performing services hereunder, including for time spent on on-call status.

Section 3. Hours of Work.

A. Employee shall devote the amount of time and energy which is necessary for Employee to fully and faithfully perform the duties of Police Chief under this Agreement.

B. It is understood between the parties that while Employee resides in Yakutat, Alaska, Employee wishes to be permitted to travel outside of the Borough on a periodic basis. Barring an emergency or other situation which otherwise requires the physical presence of Employee in Yakutat, Employee shall be permitted to work, in each four week period, two consecutive weeks inside the Borough and two consecutive weeks outside the Borough. The parties may mutually agree, in writing, upon modifications to this schedule. Employee remains fully responsible for the conduct of the functions and duties of Employee's position during any period when Employee is outside the Borough, and shall ensure that he is readily accessible by telephone to provide assistance to public safety department employees and for telephonic attendance at Borough Assembly meetings and meetings with the Borough Manager.

C. The parties understand that Employee owns and operates a cabin and canoe rental service, and is intending to engage in commercial fishing, either as a permit holder or as a crew member. Other than as specified, Employee shall not, during the term of this Agreement, engage in any other occupational or business activities, directly or indirectly, other than for the Borough, whether or not pursued for pecuniary gain. The Employee agrees that performance of Employee's duties and responsibilities as Borough Police Chief shall take priority over other outside business or occupational activities in the event of a conflict.

Section 4. Term.

The term of this Agreement shall be two (2) years, commencing November 1, 2020 and ending October 31, 2022, inclusive, unless earlier terminated pursuant to the terms of this Agreement.

Section 5. Salary and Benefits.

A. The Borough agrees to pay Employee a total annual base salary of \$80,000 for year one of employment (November 1, 2020-October 31, 2021), and \$83,000 for year two of employment (November 1, 2021-October 31, 2022). Employee's salary is payable twice monthly at the same time as other borough employees. Salary shall be pro-rated for any partial month worked.

B. Except as set out in paragraphs C and D below, Employee shall participate in the standard Borough employee benefit package, including health insurance and paid time off

("PTO"), in accordance with the provisions of the Borough Employee Personnel Policy Manual, as may be amended from time to time by the Borough Assembly.

C. The position of Borough Police Chief is excluded from the Alaska Public Employees' Retirement System ("PERS"). Accordingly, Employee is not eligible for or entitled to retirement benefits under this Agreement, and neither the Borough nor the Employee will contribute to PERS under this Agreement.

D. Employee shall accrue 25 PTO Days annually.

Section 6. Tools and Equipment of Service; Membership Dues and Training.

A. The Borough shall provide Employee the standard tools and equipment necessary for Employee to efficiently perform required duties, including uniforms, radio equipment, computer and protective equipment. Employee shall return to the Borough such tools and equipment, in the same condition as received excepting normal wear and tear, upon expiration or sooner termination of this Agreement.

B. The Borough shall provide Employee with a police vehicle for Employee's use in Yakutat, and pay for all attendant operating and maintenance expenses and insurance.

C. The Borough, upon approval by the Borough Manager, shall pay membership dues of Employee in up to two professional organizations.

D. Upon request by the Employee and approval by the Borough Manager, the Borough shall pay the reasonable expenses relating to Employee's attendance at training programs, seminars, workshops and conferences which serve to continue the professional development of Employee as that development relates to present or anticipated duties of the position of Borough Police Chief.

Section 7. Termination.

A. The Borough Manager may terminate Employee's employment at any time prior to expiration of this Agreement, without cause, by delivering written notice of termination to the Employee by hand delivery, electronic mail, or by certified mail, return receipt requested. Confirmation of the termination by the Borough Assembly is not required for the termination to be effective under this Agreement. The Employee is not entitled to a pre-termination hearing and is ineligible to file any grievance, appeal or action regarding such termination, and shall be entitled only to i) Employee's base salary prorated to the last day of employment, ii) severance compensation equal to three months of the Employee's base salary, subject to applicable withholding, and iii) payment of unused, accrued PTO.

B. The Borough Manager may terminate the Employee's employment at any time prior to expiration of this Agreement, for cause, by delivering written notice of termination to the Employee by hand delivery, electronic mail, or by certified mail, return receipt requested, setting forth the reason(s) for termination and the effective date of termination. The Employee is not entitled to a pre-termination hearing, but is eligible to file a grievance pursuant to Section 906(B) of the Borough Employee Personnel Policy Manual within seven (7) days of Employee's receipt of the notice of termination. Confirmation of the termination by the Borough Assembly is not required for the termination to be effective under this Agreement unless the Employee files such a grievance. Upon termination for cause, Employee shall be entitled only to i) Employee's base salary prorated to the last day of employment, and ii) payment of unused, accrued PTO.

'Cause' hereunder includes, but is not limited to, insubordination, disrespectful conduct to other employees or to the public, neglect or failure to perform required duties or unsatisfactory performance or conduct, dishonesty, working under the influence of alcohol or drugs, failure to obtain or maintain any requisite certification or meet any other requirements necessary to perform the duties set out above, conviction of a felony or any criminal conviction involving moral turpitude or the employee's fitness for employment, reckless or willful damage to or loss of Borough property or failure to report damage to Borough vehicles, breach of this Agreement, or violation of Borough policy.

C. Employee may terminate Employee's employment prior to expiration of this Agreement by giving 90 days' written notice, delivered to the Borough Manager by hand delivery, electronic mail, or by certified mail, return receipt requested. In the event that Employee terminates employment hereunder, the Employee shall not be entitled to receive any further compensation, including severance pay, except that Employee shall be entitled to i) Employee's base salary prorated to the last day of employment, and (ii) payment of unused, accrued PTO, except that unused, accrued PTO shall be forfeited if Employee fails to provide the requisite 90 days' written notice prior to termination.

D. Otherwise, this Agreement may be terminated prior to expiration only by mutual consent of the parties, upon such terms and conditions as may be agreed upon by the parties.

Section 8. Borough Personnel Policy Manual.

Except as otherwise set out herein, Employee is subject to the provisions of the Borough Employee Personnel Policy Manual applicable to exempt employees, as may be amended from time to time by the Borough Assembly. The Employee is further subject to any department-specific directives or policies currently in place or as hereafter amended, or which may be subsequently implemented. In the case of a direct conflict between any provision of this Agreement and the Personnel Policy Manual or any departmental directive or policy, the provisions of this Agreement shall govern.

Section 9. Entire Agreement; Governing law; Counterparts.

A. This instrument contains the entire agreement of the parties, and the parties are not relying upon any oral or other representations except as set out herein. This Agreement may not be amended except in writing executed by both parties.

B. This Agreement will be governed, construed and enforced according to the laws of the State of Alaska. Any suit brought regarding this Agreement shall be instituted in the District or Superior Court for the State of Alaska, First Judicial District in Juneau, and the parties agree to the sole jurisdiction of these state courts.

C. This Agreement may be executed in counterparts, and such counterparts exchanged by facsimile or scanned/email transmission. Each such counterpart shall be deemed an original but both counterparts shall constitute one and the same instrument.

City and Borough of Yakutat:

Jon Erickson, Borough Manager
PO Box 160
Yakutat, Alaska 99689
email: manager@yakutatak.us

Dated: _____

Employee:

James Capra
Address: _____

email: _____

Dated: _____

Confirmed by the Borough Assembly:

Cindy Bremner, Mayor
Dated: _____

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

