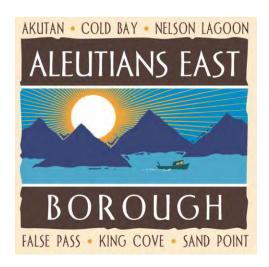
## **Aleutians East Borough Assembly Meeting**

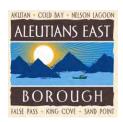


**Workshop: Thursday, March 11, 2021 – 1:00 p.m.** 

Meeting: Thursday, March 11, 2021 – 3:00 p.m.

# Roll Call & Establishment of a Quorum

# Adoption of Agenda



# Agenda Assembly Meeting

(packet available on website www.aleutianseast.org)

Date: Thursday, March 11, 2021

Time: Workshop: 1:00 p.m. Meeting: 3:00 p.m.

Due to Covid-19, the Assembly meeting will not have public locations. All Assembly Members will dial in from individual locations, for the purpose of following the mandates, social distancing and protecting the public health.

The meeting will be broadcast on KSDP Public Radio. If you do not have the radio station broadcasting in your community, you can go to KSDP website, <a href="http://apradio.org/">http://apradio.org/</a> to stream the meeting.

Prior to and during the meeting, Public Comments on Agenda items or Public Comments on other issues can be e-mailed to <a href="mailto:ltanis@aeboro.org">ltanis@aeboro.org</a>, Subject: March Assembly Meeting, to be read at the appropriate time during the meeting.

### ASSEMBLY MEETING AGENDA

- 1. Roll Call & Establishment of Quorum.
- 2. Adoption of the Agenda.
- 3. Public Comments on Agenda Items (to be e-mailed to <u>ltanis@aeboro.org</u>).
- 4. Conflict of Interest.
- 5. Minutes.
  - February 11, 2021 Assembly Meeting Minutes.
- 6. Financial Reports.
  - January Financials.
  - January Investment Report.
- 7. Consent Agenda
  - Resolution 21-36, in Support of the Reappointment of John Jensen to the NPFMC.
  - Resolution 21-37, in Support of the Reappointment of Andy Mezirow to the NPFMC.
  - Resolution 21-41, participation in the FY22 Community Assistance Program.
  - Emergency Ordinance 21-10, Declaration of Disaster and Authorization of Telephonic Quorum.

### 8. Ordinances

• Public Hearing Ordinance 21-09, authorizing the Mayor to negotiate and execute a sublease within Cold Bay Terminal for air transportations services.

### 9. Resolutions.

- Resolution 21-38, authorizing the mayor to purchase a tractor to maintain the King Cove Access Road in an amount not to exceed \$80,000.
- Resolution 21-39, authorizing the mayor to purchase a transfueler for the helicopter operation in Akutan in an amount not to exceed \$60,000.
- Resolution 21-40, authorizing the mayor to negotiate and execute a two-year helicopter services agreement with Maritime Helicopters, Inc. to provide helicopter services between airport on Akun and the community of Akutan, not to exceed \$920,000 per year.
- 10. Old Business. None
- 11. New Business
  - Quarter 4 Strategic Plan Update.
- 12. Reports and Updates.
- 13. Assembly Comments.
- 14. Public Comments. (to be e-mailed to ltanis@aeboro.org).
- 15. Next Meeting Date.
- 16. Adjournment.

# Public Comment on Agenda Items

# Conflict of Interests

# Minutes

### **CALL TO ORDER**

Mayor Alvin D. Osterback called the Aleutians East Borough Assembly meeting to order by teleconference on February 11, 2021 at 3:00 p.m.

### **ROLL CALL**

Mayor Alvin D. Osterback Present Chris Babcock Present Carol Foster Present Warren Wilson Present Josephine Shangin Present Paul Gronholdt Present Brenda Wilson Present Denise Mobeck Present

**Advisory Members:** 

Dailey Schaack, Cold Bay Present
Samantha McNeley, Nelson Lagoon Present
Tom Hoblet, False Pass Absent

A quorum was present.

### Staff Present:

Roxann Newman, Finance Director
Jacki Brandell, Finance Assistant
Tina Anderson, Clerk
Anne Bailey, Administrator
Mary Tesche, Assistant Administrator
Ernie Weiss, Natural Resources Director
Charlotte Levy, Assistant Natural Resources Director
Glennora Dushkin, Administrative Assistant
Laura Tanis, Communications Director
Emil Mobeck, Maintenance Director

### Adoption of the Agenda:

### **MOTION**

PAUL moved to adopt the February 11, 2021 agenda with an addition and second by CHRIS.

Old Business, Cold Bay Clinic.

Hearing no more agenda will stand as amended.

Community Roll Call and Public Comments on Agenda Items:

All Assembly and staff were participating by teleconference from their individual locations, for the purpose of following the mandates of social distancing and protecting the public health. Also broadcast on KSDP radio.

The Communications Director, Laura Tanis, will read any Public Comments submitted by e-mail.

There were no public comments.

### PRESENTATIONS (workshop and meeting)

Jennifer LeMay, Hazard Mitigation Planning Process:

Jennifer LeMay provided a presentation on the AEB Hazard Mitigation Plan being updated. Last approved plan was adopted in 2010. She reviewed the hazards and AEB top three hazards are earthquake, tsunami and volcano. Some local concerns are Nelson Lagoon erosion and False Pass flooding. She requested people do the survey on the AEB website. She encourages any point of contact or resident that wants to contribute, to review the presentation (in packet) and identify hazards in their neighborhood. Don't assume that anyone has offered the information and wants duplication of hazards. Also include any mitigation that needs to happen.

Ms. LeMay said tsunami plans were done for King Cove, Akutan and False Pass in 2019 and will be included in this plan. The last presentation page has mitigation goals for the plan to be prepared for all the natural hazards that could occur.

Mayor Osterback encouraged people to fill out the survey documenting the concerns and mitigation needed.

### Conflict of Interests:

Mayor Osterback asked for any potential **Conflict of Interests** to discuss. There were no conflicts on agenda items.

### Minutes, January 14, 2021:

### **MOTION**

BRENDA moved to approve the January 14, 2021 Assembly Meeting Minutes and second by JOSEPHINE.

Hearing no more **MOTION CARRIED**.

### December 2020 Financial Report:

### **MOTION**

BRENDA moved to approve the December Financial Report and second by DENISE.

Administrator Anne Bailey said December financials tracking along. Some administration salary line items less due to offsetting with COVID funds for staff hours spent on COVID issues. Raw Fish Tax, 5-year average is at 51%. Revenue at \$1.46M, which is 41.61% of budgeted amount, and is lower than average.

### **ROLL CALL**

Yeas: Josephine, Denise, Paul, Warren, Chris, Carol, Brenda. Advisory: Dailey, Samantha.

Nay: None

### **MOTION CARRIED**

### **December Investment Report:**

Administrator Bailey said Permanent Fund balance value presently is \$45,245,000 so has increased from what is in the December Report in packet.

### **MOTION CARRIED**

### CONSENT AGENDA

- Resolution 21-30, relating to disposal of real property (for housing equipment).
- Resolution 21-31, relating to disposal of real property (for vending machine concessions)
- Resolution 21-32, relating to disposal of real property (*Cold Bay school bldg. for temporary lodging for a military exercise scheduled*)

### **MOTION**

WARREN moved to adopt the Consent Agenda and second by DENISE.

Administrator reviewed the Consent Agenda items. All resolutions are in relationship to disposal of real property. All resolutions are regarding leases which require Assembly approval in the form of resolutions.

PAUL pointed out that the resolutions are really leases and not actual disposal of real property.

### **ROLL CALL**

Yeas: Denise, Chris, Carol, Josephine, Paul, Brenda, Warren. Advisory: Samantha, Dailey.

Nay: None

### **MOTION CARRIED**

### **ORDINANCES**

Introduction Ordinance 21-09, authorizing the Mayor to negotiate and execute a sublease within Cold Bay Terminal for air transportations services:

### **MOTION**

WARREN moved to accept Ordinance 21-09 and set for Public Hearing at the next regular meeting. Second by CAROL.

Administrator said ARINC Inc. is interested in storing air-to-ground communications equipment and ground support in the Cold Bay terminal since the old Ravn building is no longer available. The

Aleutians East Borough Assembly Meeting Minutes February 11, 2021

Resolution 21-30 on Consent Agenda was just approved so now authorized to dispose of this property. If Ordinance 21-09 receives final approval, it authorizes the mayor to negotiate and execute a sublease agreement with ARINC, Inc.

PAUL asked if they get money from FAA for the use of that equipment. Bailey did not know the answer to that question.

### **ROLL CALL.**

Yeas: Warren, Carol, Denise, Josephine, Chris, Paul, (no Brenda). Advisory: Dailey, Samantha.

Nay: None

### **MOTION CARRIED**

### **RESOLUTIONS**

Resolution 21-33, Assembly approving the projects and initiatives identified on the Borough Strategic Plan:

### **MOTION**

JOSEPHINE moved to approve Resolution 21-33 and second by CHRIS.

Administrator said AEB held a strategic planning session on December 10 and Resolution 21-33 approves the projects on the draft AEB Strategic Plan for March 1, 2021 – February 28, 2022. The Vision Navigational Chart is in the packet. If the Assembly wants to add or remove something they can do that.

### **ROLL CALL**

Yeas: Chris, Josephine, Carol, Brenda, Denise, Paul, Warren. Advisory: Dailey, Samantha.

Nay: None

### **MOTION CARRIED**

Resolution 21-34, Assembly authorizing the mayor to enter into a short-term sublease with the military for the use of the Cold Bay School by negotiation at less than fair market value:

### **MOTION**

WARREN moved to approve Resolution 21-34 and second by CAROL.

Administrator said the U.S. Airforce is interested in entering into a short term sub-lease for the Cold Bay School. Resolution 21-32 was just approved on the Consent Agenda. Draft of short term agreement is attached and a price will yet to be determined. This can be done by resolution and can be done less than fair market value.

### ROLL CALL

Yeas: Paul, Warren, Josephine, Carol, Brenda, Chris, Denise. Advisory: Dailey, Samantha.

Nay: None

### **MOTION CARRIED**

Resolution 21-35, authorizing the mayor to negotiate and execute a contract with DOWL to perform a feasibility study, 10% conceptual design, 35% design and construction manager-general contract, contractor solicitation and selection in an amount not to exceed \$100,000:

### MOTION

DENISE moved to approve Resolution 21-35 and second by BRENDA.

The Administrator reviewed saying due to COVID-19, the existing terminal doesn't allow social distancing. Cold Bay has been made a primary hub due to the pandemic, and AEB is interested in expanding to accommodate the increased passenger count. DOWL has submitted a draft Scope of Services to perform a Feasibility Study/10% conceptual design, 35% design and Construction Manager-General Contractor Solicitation and Selection for \$96,460. If Assembly approves AEB will issue a notice for Phase 1.

This proposal does not include 65% design, construction drawings, and costs of State of Alaska building permit. Funds are available in maintenance reserve, project contingency line item and COVID funds can be used.

PAUL said the costs are too high and recommends we go out to bid. The sooner the better to make the terminal more usable, as it is right now, it is not real great.

### **ROLL CALL**

Yeas: Chris, Warren, Josephine, Brenda, Denise, Carol. Advisory: Samantha, Dailey.

Nay: Paul

### 6-YEAS 1-NAY MOTION CARRIED

### **OLD BUSINESS**

### Cold Bay Clinic:

PAUL said while in Cold Bay he looked at the new clinic lot location and feels there is a way around the confusion on the fill for the project.

### **MOTION**

PAUL moved we go out to bid immediately with the clinic but removing references to bringing in fill from off sight or local site. Second by WARREN.

PAUL said he took a lot of pictures of the one acre lot for the proposed new clinic. The lot is at a reduced level, however, the clinic is a small footprint and feels that fill can be moved around on the acre in order to construct the clinic. Feels we can have a clinic this year by fixing the fill portion of the bid documents.

CHRIS said if we start changing what is already engineered feels we may complicate the project and create more problems.

DAILEY agrees with Paul and feels contractor won't need as much fill as originally determined.

BRENDA asked if an engineer had made the determination as to what is needed.

Bailey said the Cold Bay clinic bids were way over the anticipated bid amount. We were unable to see break down of bids so we don't know what caused the increase but assume some was fill related and some may have been shipping and lumber increases. We are in the process of reassessing to rebid. There are also other location options on AEB property. She is not opposed, but doesn't want to remove the language without discussing with an expert.

CAROL agrees with Bailey. Feels it is not in our best interest to change something without expertise input.

CHRIS agrees with Bailey also. A new clinic is needed but feels if we rush it without expertise, we might have more problems and cost.

BRENDA feels supporting this motion without expertise opinion may be a setback.

WARREN said it was the construction companies that determined the amount of gravel needed and you have an entire acre. I'm sure the contractors would put gravel in the bid again and he does not support bringing in gravel from outside.

PAUL said, if the motion passes, could still talk to engineers or architect. Not taking any risk except it allows us to get a much needed clinic.

Mayor Osterback said he has been working with administration on finding other avenues. He has looked at other gravel sources, one is in Cold Bay; looking at other locations; and having an engineer look at what could eliminate the gravel the bidders felt they needed. We are reviewing all options including a modular to keep down construction costs and less time having people onsite.

DAILEY asked if each bid had an engineer look at everything prior to bidding. Bailey can't speak to the contractor so does not know.

Bailey said when we go out to bid, the project outlines everything. It doesn't necessarily say how much for each and we are not able to see what line item is high.

PAUL said if the motion passes the staff still has to do what they feel comfortable doing. The motion only moves the process along.

BRENDA requested the MOTION be read.

Mayor Osterback said the MOTION is to go out to bid immediately and to exclude bringing in fill or getting fill locally.

Aleutians East Borough Assembly Meeting Minutes February 11, 2021

CHRIS asked what happens if we go out to bid excluding fill and the contractor comes out and says we need to get fill.

The Mayor said that would be an add-on and those get expensive.

WARREN supports having a different site reviewed. He also is not sure what grade the gravel is, at the present site to move onsite.

PAUL said if the motion passes the staff can review including the other lot, we have a little time, and bidders are familiar with the project.

### **ROLL CALL**

Yeas: Paul, Warren. Advisory: Dailey.

Nay: Chris, Josephine, Brenda, Denise, Carol. Advisory: Samantha.

### YEAS: 2 NAY: 5 MOTION FAILS

### **NEW BUSINESS**

### 2021 Advisory Appointments:

The Clerk explained that there is one advisory for each community that does not have an elected Assembly Member residing. The term is one annual year. The communities of Cold Bay, False Pass, and Nelson Lagoon do not have an Assembly Member. A posting was sent out to those communities and three letters of interest were received.

Nelson Lagoon – Samantha McNeley Cold Bay – Dailey Schaack False Pass – Tom Hoblet

### **MOTION**

JOSEPHINE moved to appoint the three as Advisory Members for 2021 and second by BRENDA.

### **ROLL CALL**

Yeas: Brenda, Chris, Josephine, Warren, Carol Paul, Denise. Advisory: Samantha, Dailey.

### **MOTION CARRIED**

**REPORTS AND UPDATES** 

### Administrator's Report in packet. Highlights below:

### **CARES Act Funding:**

AEB received \$3.72M in CARES Act funds from the State of Alaska, AEB has expended \$2.68M. The AEB CARES Act funding Program allocations is in the packet. Looking for different options to expend the unexpended funds. Deadline extended to December 31, 2021.

### **Cold Bay Terminal:**

Terminal is now in TSA compliance.

### King Cove Road Update:

Opponents filed their Answering Brief. Filing deadline has been extended to March 8, 2021. So now we anticipate the Court timeline to be in the summer instead of spring, 2021.

### Assistant Administrator Report in packet. Highlights below

### **Cold Bay Clinic:**

Moving forward with the clinic, reviewing a few scenarios as discussed earlier in meeting.

### Strategic Planning:

New projects added. Assisting staff with the new online strategic planning portal.

### Communications Director Report in packet. Highlights below:

### E-News:

In-the-Loop and Fish News have gone out.

### Marine Highway Narrative:

Continuing working on the discussion paper and online petition regarding the importance of the Alaska Marine Highway System.

### Website Improvements:

Working on RFP to solicit quotes from website designers to improve navigation and design on website.

### Natural Resources Director Report in packet. Highlights below:

### Board of Fisheries:

Decision has been made to continue our Board of Fisheries cycle as scheduled. February, 2022 for Area M Salmon and October, 2021 for Pacific cod. They will also try to fit in meetings that have been postponed this year. We are preparing and will emulate the 2019 Board of Fisheries, working with Advisory committees.

### NPFMC:

Council meeting finished yesterday.

### International Pacific Halibut Commission:

Halibut catch limits for Area 3B (King Cove, False Pass, Sand Point) stayed the same as 2020. Area 4A increased (Akutan, Dutch Harbor) to 2.05M lbs.

### Alaska Marine Highway:

The AMHS teleconference on the ferry summer schedule went well. AEB staff supported prioritized deck space for Aleutian Chain trips, communities west of Kodiak.

Aleutians East Borough Assembly Meeting Minutes February 11, 2021

The Tustemena is getting federally funded upgrades in Seward shipyard and hopefully on schedule to return to service April 15.

Re-design work to comply with regulation changes for Tustemena Replacement Vessel at 60%. Received an extra \$8.2M for re-design. A major contemplation for redesign is solace or no solace, and will also be wider for stability. The Marine Transportation Advisory Board meets next month.

### **Limited Entry:**

Link to limited entry white paper in packet.

### <u>Assistant Natural Resources Director Report in packet. Highlights below:</u>

### Electronic Monitoring - WGOA2/EFP:

Held pre-season meeting January 21 to review the major changes from 2020 to 2021. Created a YouTube training for eLog system to be used for 2021. Fishing expected to open on February 5<sup>th</sup> for Western Gulf vessels that went over to Kodiak

### Alaska Fisheries Science Center (AFSC) Cod Tagging Project:

We were awarded the funds from AFSC so have been working with the Science Center preparing for the field work beginning March 5, in Sand Point. A RFP has been posted for the vessel charter to go out and do the tagging work, applications due tomorrow at noon. The AEB will be responsible for the vessel charter cost, up to 10 days. The AEB NRD and Administration will review the RFPs and select the vessel for the charter service.

### Kelp Mariculture:

Working on Bond requirements for Alaska Dept. of Natural Resources. Will also work on a gear list for the project while in Sand Point.

### NGA Fishermen's Data Portal:

Portal project moving along really well. We received good feedback from fishermen. As soon as we get some data from fishermen during Pollock season we will review how it's working.

PAUL said there are articles in newspapers regarding a mask mandate that Coast Guard will be enforcing on fishing vessels.

Mayor Osterback said he saw an article on an oyster farm in Kodiak, which was very interesting and is good to see more mariculture expanding. Charlotte Levy said the oyster farm is Eric O'Brien and he will be doing a presentation at SWAMC.

### **Maintenance Director Report:**

### **Schools Repairs:**

Working on school boiler repairs and pump replacements.

LONG under contract to do work at Akutan School in March, and will be following COVID protocol.

Aleutians East Borough Assembly Meeting Minutes February 11, 2021

Staying on top of maintenance to keep our good standing for the State grant program.

### Akutan helicopter hangar:

In the process of getting a new generator and door hardware replacement.

### **Upcoming Projects:**

Projects in the works are King Cove School maintenance, King Cove-AEB office exterior painting, and Cold Bay terminal addition project, which a determination will be made to bid out or build in-house.

### MAYOR'S UPDATE

Representative Louise Stutes out of Kodiak was elected Speaker of the House so they are organized and getting on with work in Juneau. She is someone we can work well together with.

### **ASSEMBLY COMMENTS**

Date:

CAROL asked where the Pacific State Marine Fishermen CARES Act funds given to ADF&G for fishermen are at. Feels that CARES Act money should have been distributed by now. She also asked about the cod fishery disaster money distribution. Weiss will follow up on those.

DAILEY asked if Cold Bay will receive the community education grant again. She said Cold Bay has 11 kids, 5 school age and hopes to get the school open again and a building for a school. She also said the church is needing a building or meeting location and wants to consider a partnership with AEB. Mayor Osterback said when we area accepting grants, the City of Cold Bay can submit for the grant again. He also suggested the church submit a letter regarding the use of the school.

# PUBLIC COMMENTS No public comments received. NEXT MEETING DATE March 11, 2021.

ADJOURNMENT	
JOSEPHINE moved to adjourn and second by WARREN.	Hearing no more, the meeting adjourned at
3:43p.m.	
Mayor Alvin D. Osterback	Tina Anderson, Clerk

# **Financial Report**

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# Aleutians East Borough \*Revenue Guideline©

		20-21 YTD Budget	20-21 YTD Amt	JANUARY MTD Amt	20-21 YTD Balance	% of YTD Budget
Fund 01 GE	NERAL FUND					Dauget
Active	R 01-201 INTEREST REVENUE	\$35,000.00	\$5,005.03	\$0.00	\$29,994.97	14.30%
Active	R 01-203 OTHER REVENUE	\$80,000.00	\$38,175.07	\$0.00	\$41,824.93	47.72%
Active	R 01-206 AEBSD Fund Balance Refun	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 01-218 AEB RAW FISH TAX	\$3,350,000.00	\$1,682,625.74	\$221,842.64	\$1,667,374.26	50.23%
Active	R 01-229 Southwest Cities LLC	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 01-233 STATE PERS ON-BEHALF	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 01-258 LOAN PROCEEDS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 01-265 STATE SHARED RAW FISH	\$1,880,000.00	\$1,717,808.35	\$0.00	\$162,191,65	91.37%
Active	R 01-266 STATE SHARED FISHFMA2	\$36,000.00	\$0.00	\$0.00	\$36,000.00	0.00%
Active	R 01-267 STATE SHARED FISHFMA3	\$4,000.00	\$0.00	\$0.00	\$4,000.00	0.00%
Active	R 01-268 State"Loss" Of Raw Fish Tax	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 01-270 STATE REVENUE OTHER	\$300,000.00	\$315,789.00	\$0.00	-\$15,789.00	105.26%
Active	R 01-276 AEB SCHOOL	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 01-277 STATE BOND REBATE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 01-291 PLO-95 PAYMNT IN LIEU O	\$559,000.00	\$0.00	\$0.00	\$559,000.00	0.00%
Active	R 01-292 USFWS LANDS	\$25,000.00	\$0.00	\$0.00	\$25,000.00	0.00%
	Total Fund 01 GENERAL FUND	\$6,269,000.00	\$3,759,403.19	\$221,842.64	\$2,509,596.81	59.97%

		20-21 YTD Budget	20-21 YTD Amt	JANUARY MTD Amt	20-21 YTD Balance	% of YTD Budget
	ENERAL FUND					Duager
DEPT 10	0 MAYORS OFFICE					
Active	E 01-100-000-300 SALARIES	\$84,354.00	\$46,860.93	\$6,042.67	\$37,493.07	55.559
Active	E 01-100-000-350 FRINGE BENEFITS	\$40,500.00	\$23,601.28	\$3,195.66	\$16,898.72	58.27
Active	E 01-100-000-400 TRAVEL AND PER	\$38,000.00	\$0.00	\$0.00	\$38,000.00	0.009
Active	E 01-100-000-425 TELEPHONE	\$1,000.00	\$538.27	\$0.00	\$461.73	53.839
Active	E 01-100-000-475 SUPPLIES	\$1,500.00	\$70.00	\$0.00	\$1,430.00	4.679
Active	E 01-100-000-530 DUES AND FEES	\$2,000.00	\$545.00	\$0.00	\$1,455.00	27.259
Active	E 01-100-000-554 AK LOBBIST	\$45,000.00	\$24,500.00	\$3,500.00	\$20,500.00	54.44
Active	E 01-100-000-555 FEDERAL LOBBIS	\$75,600.00	\$44,100.00	\$6,300.00	\$31,500.00	58.339
SUBDI	EPT 000	\$287,954.00	\$140,215.48	\$19,038.33	\$147,738.52	48.699
	Total DEPT 100 MAYORS OFFICE	\$287,954.00	\$140,215.48	\$19,038.33	\$147,738.52	48.69%
DEPT 10	5 ASSEMBLY		an references	#104b13153	4.11,100.02	40.007
Active	E 01-105-000-300 SALARIES	\$40,000.00	\$23,400.00	\$2,700.00	\$16,600.00	58.50%
Active	E 01-105-000-350 FRINGE BENEFITS	\$145,000.00	\$81,707.25	\$11,596.20	\$63,292.75	56.35%
Active	E 01-105-000-400 TRAVEL AND PER	\$35,000.00	\$0.00	\$0.00	\$35,000.00	0.00%
Active	E 01-105-000-475 SUPPLIES	\$1,000.00	\$0.00	\$0.00	\$1,000.00	0.00%
Active	E 01-105-000-530 DUES AND FEES	\$5,000.00	\$854.00	\$0.00	\$4,146.00	
SUBDE	EPT 000	\$226,000.00	\$105,961.25	\$14,296.20	\$120,038.75	17.08% 46.89%
	Total DEPT 105 ASSEMBLY	\$226,000.00	\$105,961.25	\$14,296.20	\$120,038.75	46.89%
DEPT 150	PLANNING/CLERKS DEPARMENT	200304020052	4.00,001.20	ψ14,200.20	\$120,030.75	40.097
Active	E 01-150-000-300 SALARIES	\$106,000.00	\$59,012.18	\$8,163.88	¢46 007 00	CC 070
Active	E 01-150-000-350 FRINGE BENEFITS	\$45,500.00	\$26,202.60	\$3,556.63	\$46,987.82	55.67%
Active	E 01-150-000-400 TRAVEL AND PER	\$10,000.00	\$0.00	\$0.00	\$19,297.40	57.59%
Active	E 01-150-000-425 TELEPHONE	\$9,000.00	\$7,024.05	\$978.31	\$10,000.00	0.00%
Active	E 01-150-000-450 POSTAGE/SPEED	\$1,000.00	\$740.70	\$0.00	\$1,975.95	78.05%
Active	E 01-150-000-475 SUPPLIES	\$3,500.00	\$1,823.51	\$0.00	\$259.30	74.07%
Active	E 01-150-000-526 UTILITIES	\$18,000.00	\$6,156.34	\$799.03	\$1,676.49	52.10%
Active	E 01-150-000-530 DUES AND FEES	\$4,500.00	\$70.00	\$70.00	\$11,843.66	34.20%
Active	E 01-150-000-650 ELECTION	\$10,000.00	\$4,088.24	\$0.00	\$4,430.00 \$5,911.76	1.56%
SUBDE	PT 000	\$207,500.00	\$105,117.62	\$13,567.85	Commence of the Commence of th	40.88%
	Total DEPT 150 PLANNING/CLERKS DEPARMENT	\$207,500.00	\$105,117.62	\$13,567.85	\$102,382.38 \$102,382.38	50.66%
DEPT 200	ADMINISTRATION					
Active	E 01-200-000-300 SALARIES	\$167,481.00	\$50,102.20	\$9,194.58	\$117,378.80	29.92%
Active	E 01-200-000-350 FRINGE BENEFITS	\$77,500.00	\$46,746.53	\$6,295.58	\$30,753.47	60.32%
Active	E 01-200-000-380 CONTRACT LABO	\$80,000.00	\$36,800.00	\$6,000.00	\$43,200.00	46.00%
Active	E 01-200-000-381 ENGINEERING	\$25,000.00	\$5,521.25	\$0.00	\$19,478.75	22.09%
Active	E 01-200-000-382 ANCHORAGE OFFI	\$0.00	\$11,402.28	\$34.62	-\$11,402.28	0.00%
Active	E 01-200-000-400 TRAVEL AND PER	\$11,000.00	\$0.00	\$0.00	\$11,000.00	0.00%
Active	E 01-200-000-425 TELEPHONE	\$5,350.00	\$3,429.46	\$438.96	\$1,920.54	64.10%
Active	E 01-200-000-450 POSTAGE/SPEED	\$750.00	\$205.83	\$93.78	\$544.17	27.44%
Active	E 01-200-000-475 SUPPLIES	\$4,500.00	\$3,267.04	\$150.38	\$1,232.96	72.60%
Active	E 01-200-000-525 RENTAL/LEASE	\$10,560.00	\$6,128.78	\$879.20	\$4,431.22	58.04%
Active	E 01-200-000-530 DUES AND FEES	\$4,500.00	\$3,355.75	\$0.00	\$1,144.25	74.57%
SUBDE	PT 000	\$386,641.00	\$166,959.12	\$23,087.10	\$219,681.88	43.18%
	Total DEPT 200 ADMINISTRATION	\$386,641.00	\$166,959.12	\$23,087.10	\$219,681.88	43.18%
<b>DEPT 201</b>	Assistant Administrator	and the state of t		\$20,001.10	ΨE 10,001.00	45.10%
Active	E 01-201-000-300 SALARIES	\$87,469.00	\$28,054.91	\$6 226 47	\$50 444 DC	20.070
Active	E 01-201-000-350 FRINGE BENEFITS	\$34,000.00	\$17,587.52	\$6,326.17	\$59,414.09	32.07%
Active	E 01-201-000-400 TRAVEL AND PER	\$8,000.00	\$0.00	\$2,412.58	\$16,412.48	51.73%
Active	E 01-201-000-425 TELEPHONE	\$1,250.00		\$0.00	\$8,000.00	0.00%
	= 91 201 000 TELEFTIONE	φ1,250.00	\$733.82	\$111.78	\$516.18	58.71%

		20-21	20-21	JANUARY	20-21	% of YTD
		YTD Budget	YTD Amt	MTD Amt	YTD Balance	Budget
Active	E 01-201-000-475 SUPPLIES	\$900.00	\$12.64	\$0.00	\$887.36	1.40%
Active	E 01-201-000-525 RENTAL/LEASE	\$10,411.00	\$6,047.59	\$867.55	\$4,363.41	
Active	E 01-201-000-530 DUES AND FEES	\$1,500.00	\$395.00	\$0.00	\$1,105.00	
	EPT 000	\$143,530.00	\$52,831.48	\$9,718.08	\$90,698.52	
	otal DEPT 201 Assistant Administrator	\$143,530.00	\$52,831.48	\$9,718.08	\$90,698.52	36.81%
	50 FINANCE DEPARTMENT					
Active	E 01-250-000-300 SALARIES	\$148,520.00	\$79,519.09	\$10,719.91	\$69,000.91	53.54%
Active	E 01-250-000-350 FRINGE BENEFITS	\$72,000.00	\$41,037.41	\$5,523.40	\$30,962.59	57.00%
Active	E 01-250-000-400 TRAVEL AND PER	\$8,500.00	\$0.00	\$0.00	\$8,500.00	0.00%
Active	E 01-250-000-425 TELEPHONE	\$10,500.00	\$5,308.93	\$736.06	\$5,191.07	50.56%
Active	E 01-250-000-450 POSTAGE/SPEED	\$1,250.00	\$1,015.00	\$0.00	\$235.00	81.20%
Active	E 01-250-000-475 SUPPLIES	\$8,000.00	\$5,568.25	\$476.43	\$2,431.75	69.60%
Active	E 01-250-000-526 UTILITIES	\$4,500.00	\$2,339.30	\$145.30	\$2,160.70	51.98%
Active	E 01-250-000-530 DUES AND FEES	\$2,250.00	\$0.00	\$0.00	\$2,250.00	0.00%
Active	E 01-250-000-550 AUDIT	\$80,000.00	\$56,425.00	\$0.00	\$23,575.00	70.53%
	EPT 000	\$335,520.00	\$191,212.98	\$17,601.10	\$144,307.02	56.99%
	tal DEPT 250 FINANCE DEPARTMENT	\$335,520.00	\$191,212.98	\$17,601.10	\$144,307.02	56.99%
	0 RESOURCE DEPARTMENT			400130403		22/02/09
Active	E 01-650-000-300 SALARIES	\$172,705.00	\$98,012.39	\$13,285.00	\$74,692.61	56.75%
Active	E 01-650-000-350 FRINGE BENEFITS	\$70,000.00	\$42,111.98	\$5,754.68	\$27,888.02	60.16%
Active	E 01-650-000-380 CONTRACT LABO	\$10,000.00	\$0.00	\$0.00	\$10,000.00	0.00%
Active	E 01-650-000-400 TRAVEL AND PER	\$20,000.00	\$0.00	\$0.00	\$20,000.00	0.00%
Active	E 01-650-000-402 NPFMC MEETINGS	\$12,500.00	\$0.00	\$0.00	\$12,500.00	0.00%
Active	E 01-650-000-403 BOF Meetings	\$10,000.00	\$0.00	\$0.00	\$10,000.00	0.00%
Active	E 01-650-000-425 TELEPHONE	\$3,000.00	\$1,479.56	\$223.56	\$1,520.44	49.32%
Active	E 01-650-000-475 SUPPLIES	\$2,500.00	\$288.67	\$0.00	\$2,211.33	11.55%
Active	E 01-650-000-525 RENTAL/LEASE	\$26,827.00	\$15,583.67	\$2,235.54	\$11,243.33	58.09%
Active	E 01-650-000-530 DUES AND FEES	\$2,000.00	\$0.00	\$0.00	\$2,000.00	0.00%
	EPT 000	\$329,532.00	\$157,476.27	\$21,498.78	\$172,055.73	47.79%
	DEPT 650 RESOURCE DEPARTMENT	\$329,532.00	\$157,476.27	\$21,498.78	\$172,055.73	47.79%
DEPT 651	COMMUNICATION DIRECTOR					
Active	E 01-651-011-300 SALARIES	\$93,487.00	\$31,784.91	\$6,996.87	\$61,702.09	34.00%
Active	E 01-651-011-350 FRINGE BENEFITS	\$34,158.00	\$18,078.00	\$2,493.50	\$16,080.00	52.92%
Active	E 01-651-011-400 TRAVEL AND PER	\$6,000.00	\$0.00	\$0.00	\$6,000.00	0.00%
Active	E 01-651-011-425 TELEPHONE	\$2,400.00	\$1,320.69	\$111.78	\$1,079.31	55.03%
Active	E 01-651-011-475 SUPPLIES	\$1,500.00	\$349.01	\$0.00	\$1,150.99	23.27%
Active	E 01-651-011-525 RENTAL/LEASE	\$10,817.00	\$6,283.62	\$901.41	\$4,533.38	58.09%
Active	E 01-651-011-530 DUES AND FEES	\$1,100.00	\$195.00	\$0.00	\$905.00	17.73%
Active	E 01-651-011-532 ADVERTISING	\$10,750.00	\$4,233.56	\$9.99	\$6,516.44	39.38%
	PT 011 PUBLIC INFORMATION	\$160,212.00	\$62,244.79	\$10,513.55	\$97,967.21	38.85%
	PT 651 COMMUNICATION DIRECTOR	\$160,212.00	\$62,244.79	\$10,513.55	\$97,967.21	38.85%
	PUBLIC WORKS DEPARTMENT					
Active	E 01-700-000-300 SALARIES	\$73,450.00	\$44,540.68	\$5,508.68	\$28,909.32	60.64%
Active	E 01-700-000-350 FRINGE BENEFITS	\$32,000.00	\$14,858.53	\$2,271.72	\$17,141.47	46.43%
Active	E 01-700-000-400 TRAVEL AND PER	\$15,000.00	\$0.00	\$0.00	\$15,000.00	0.00%
Active	E 01-700-000-425 TELEPHONE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 01-700-000-475 SUPPLIES	\$4,000.00	\$2,938.13	\$0.00	\$1,061.87	73.45%
Active	E 01-700-000-526 UTILITIES	\$2,000.00	\$806.46	\$50.61	\$1,193.54	40.32%
Active	E 01-700-000-530 DUES AND FEES	\$1,250.00	\$0.00	\$0.00	\$1,250.00	0.00%
SUBDE	PT 000	\$127,700.00	\$63,143.80	\$7,831.01	\$64,556.20	49.45%
	Total DEPT 700 PUBLIC WORKS DEPARTMENT	\$127,700.00	\$63,143.80	\$7,831.01	\$64,556.20	49.45%

		20-21 YTD Budget	20-21 YTD Amt	JANUARY MTD Amt	20-21 YTD Balance	% of YTD Budget
DEPT 84	4 KCAP					Dudget
Active	E 01-844-000-300 SALARIES	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 01-844-000-350 FRINGE BENEFITS	\$0.00	44.00	\$0.00	\$0.00	
Active	E 01-844-000-380 CONTRACT LABO	\$100,000.00	40.00	\$0.00	\$100,000.00	
Active	E 01-844-000-400 TRAVEL AND PER	\$0.00	A 2 1 2 3 3	\$0.00	\$0.00	
Active	E 01-844-000-475 SUPPLIES	\$2,000.00	\$950.89	\$0.00	\$1,049.11	47.54%
Active	E 01-844-000-603 MAINTENANCE	\$125,000.00	\$6,885.26	\$0.00	\$118,114.74	
SUBDE	EPT 000	\$227,000.00	\$7,836.15	\$0.00	\$219,163.85	3.45%
	Total DEPT 844 KCAP	\$227,000.00	\$7,836.15	\$0.00	\$219,163.85	3.45%
DEPT 850	EDUCATION	7111/1000.00	Ψ1,000.10	Ψ0.00	φ2 19, 105.05	3.45%
Active	E 01-850-000-700 LOCAL SCHOOL C	\$800,000.00	\$400,000.00	\$200,000.00	\$400,000.00	50.00%
Active	E 01-850-000-701 SCHOOL SCHOLA	\$35,000.00	\$0.00	\$0.00	\$35,000.00	0.00%
Active	E 01-850-000-702 SCHOOL Contributi	\$50,000.00	\$50,000.00	\$0.00	\$0.00	100.00%
Active	E 01-850-000-756 STUDENT TRAVEL	\$20,000.00	\$0.00	\$0.00	\$20,000.00	0.00%
SUBDE	PT 000	\$905,000.00	\$450,000.00	\$200,000.00	\$455,000.00	49.72%
	Total DEPT 850 EDUCATION	\$905,000.00	\$450,000.00	\$200,000.00	\$455,000.00	49.72%
DEPT 900			+ 100,000.00	Ψ200,000.00	φ435,000.00	49.7270
Active	E 01-900-000-500 EQUIPMENT	\$25,000.00	\$17,868.76	\$2,995.54	\$7,131.24	71.48%
Active	E 01-900-000-515 AEB VEHICLES	\$750.00	\$825.39	\$273.90	-\$75.39	110.05%
Active	E 01-900-000-526 UTILITIES	\$20,000.00	\$10,453.92	\$2,497.37	\$9,546.08	52.27%
Active	E 01-900-000-527 Aleutia Crab	\$55,000.00	\$18,930.78	\$0.00	\$36,069.22	34.42%
Active	E 01-900-000-551 LEGAL	\$75,000.00	\$27,835.52	\$8,874.90	\$47,164.48	37.11%
Active	E 01-900-000-552 INSURANCE	\$195,000.00	\$210,886.00	\$14,246.00	-\$15,886.00	108.15%
Active	E 01-900-000-600 REPAIRS	\$3,000.00	\$1,060.85	\$0.00	\$1,939.15	35.36%
Active	E 01-900-000-727 BANK FEES	\$12,500.00	\$7,065.90	\$1,228.90	\$5,434.10	56.53%
Active	E 01-900-000-751 OPERATING TRAN	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 01-900-000-752 CONTRIBUTION T	\$150,000.00	\$75,000.00	\$37,500.00	\$75,000.00	50.00%
Active	E 01-900-000-753 MISC EXPENSE	\$25,000.00	\$707.84	\$55.99	\$24,292.16	2.83%
Active	E 01-900-000-757 DONATIONS	\$23,500.00	\$0.00	\$0.00	\$23,500.00	0.00%
Active	E 01-900-000-759 KSDP-Contribution	\$10,000.00	\$0.00	\$0.00	\$10,000.00	0.00%
Active	E 01-900-000-760 REVENUE SHARIN	\$16,000.00	\$0.00	\$0.00	\$16,000.00	0.00%
Active	E 01-900-000-770 Depreciation Expen	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 01-900-000-798 PERS Prior Period	\$0.00	\$28,650.14	\$0.00	-\$28,650.14	0.00%
Active	E 01-900-000-799 PERS Expense	\$40,000.00	\$0.00	\$0.00	\$40,000.00	0.00%
Active	E 01-900-000-943 WEB SERVICE	\$39,500.00	\$16,012.17	\$3,294.71	\$23,487.83	40.54%
SUBDE	PT 000	\$690,250.00	\$415,297.27	\$70,967.31	\$274,952.73	60.17%
	Total DEPT 900 OTHER	\$690,250.00	\$415,297.27	\$70,967.31	\$274,952.73	60.17%
	Total Fund 01 GENERAL FUND	\$4,026,839.00	\$1,918,296.21	\$408,119.31	\$2,108,542.79	47.64%

# Aleutians East Borough \*Revenue Guideline©

		20-21 YTD Budget	20-21 YTD Amt	JANUARY MTD Amt	20-21 YTD Balance	% of YTD Budget
Fund 20 G	GRANT PROGRAMS					_ maget
Active	R 20-201 INTEREST REVENUE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 20-203 OTHER REVENUE	\$124,455.90	\$0.00	\$0.00	\$124,455.90	0.00%
Active	R 20-204 OPERATING TRANSFER F	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 20-207 AEB Grant Revenue	\$600,000.00	\$0.00	\$0.00	\$600,000.00	0.00%
Active	R 20-209 AEB Grants	\$1,137,000.00	\$0.00	\$0.00	\$1,137,000.00	0.00%
Active	R 20-211 AEB Grant FY18	\$2,119,441.18	\$0.00	\$0.00	\$2,119,441.18	0.00%
Active	R 20-212 AEB Grants FY19	\$1,507,145.22	\$0.00	\$0.00	\$1,507,145.22	0.00%
Active	R 20-213 AEB Grants FY20	\$1,647,000.00	\$0.00	\$0.00	\$1,647,000.00	0.00%
Active	R 20-214 AEB GRANTS FY21	\$1,724,449.00	\$0.00	\$0.00	\$1,724,449.00	0.00%
Active	R 20-287 KCAP/09-DC-359	\$1,323,297.18	\$74,187.76	\$74,187.76	\$1,249,109.42	5.61%
Active	R 20-401 AEB CARES ACT FUNDS	\$1,458,775.74	\$2,265,078.00	\$0.00	-\$806,302.26	155.27%
Active		\$76,722.01	\$0.00	\$0.00	\$76,722.01	0.00%
Active		\$657,390.00	\$0.00	\$0.00	\$657,390.00	
Active		\$531,216.56	\$381,401.80	\$0.00	\$149,814.76	0.00%
Active	R 20-876 NFWF Electronic Monitoring	\$186,983.62	\$0.00	\$0.00	\$186,983.62	71.80%
Active		\$53,515.78	\$0.00	\$0.00		0.00%
Active	R 20-972 TRANSPORTATION PROJE	\$3,105,382.09	\$0.00	\$0.00	\$53,515.78	0.00%
	Total Fund 20 GRANT PROGRAMS	\$16,252,774.28	\$2,720,667.56		\$3,105,382.09	0.00%
	The same as a sum of the same	Ψ10,202,114.20	φ2,120,001.30	\$74,187.76	\$13,532,106.72	16.74%

	20-21 YTD Budget	20-21 YTD Amt	JANUARY MTD Amt	20-21 YTD Balance	% of YTD Budget
Fund 20 GRANT PROGRAMS					Duaget
DEPT 401 AEB CARES ACT FUNDS					
Active E 20-401-000-724 CARES ACT FUND	\$1,368,579.26	\$2,565,391.30	\$307,130.36	-\$1,196,812.04	187.45%
SUBDEPT 000	\$1,368,579.26	\$2,565,391.30	\$307,130.36	-\$1,196,812.04	
Total DEPT 401 AEB CARES ACT FUNDS	\$1,368,579.26	\$2,565,391.30	\$307,130.36	-\$1,196,812.04	or employment the second
DEPT 426 DCCED/Akutan Harbor Floats		3-10-51-51-51	4001,100.00	Ψ1,130,012.04	107.4370
Active E 20-426-000-850 CAPITAL CONSTR	\$76,772.01	\$0.00	\$0.00	\$76,772.01	0.00%
SUBDEPT 000	\$76,772.01	\$0.00	\$0.00	\$76,772.01	0.00%
Total DEPT 426 DCCED/Akutan Harbor Floats	\$76,772.01	\$0.00	\$0.00	\$76,772.01	0.00%
DEPT 427 Akutan Harbor Contribution		317.70		4.0,2.01	0.0070
Active E 20-427-000-850 CAPITAL CONSTR	\$259,743.66	\$0.00	\$0.00	\$259,743,66	0.00%
SUBDEPT 000	\$259,743.66	\$0.00	\$0.00	\$259,743.66	0.00%
Active E 20-427-209-850 CAPITAL CONSTR	\$46,998.99	\$0.00	\$0.00	\$46,998.99	0.00%
SUBDEPT 209 AEB Grant	\$46,998.99	\$0.00	\$0.00	\$46,998.99	0.00%
Total DEPT 427 Akutan Harbor Contribution	\$306,742.65	\$0.00	\$0.00	\$306,742.65	0.00%
DEPT 500 Cold Bay Airport Terminal Pro.			92022	724917 12100	0.0070
Active E 20-500-209-603 MAINTENANCE	\$78,844.08	\$0.00	\$0.00	\$78,844.08	0.00%
Active E 20-500-209-604 BRACING PROJEC	\$200,000.00	\$0.00	\$0.00	\$200,000.00	0.00%
SUBDEPT 209 AEB Grant	\$278,844.08	\$0.00	\$0.00	\$278,844.08	0.00%
Total DEPT 500 Cold Bay Airport Terminal Pro.	\$278,844.08	\$0.00	\$0.00	\$278,844.08	0.00%
DEPT 516 Cold Bay Preschool				1-1-1-1-1-1	0,0076
Active E 20-516-209-475 SUPPLIES	\$60,102.86	\$0.00	\$0.00	\$60,102.86	0.00%
SUBDEPT 209 AEB Grant	\$60,102.86	\$0.00	\$0.00	\$60,102.86	0.00%
Total DEPT 516 Cold Bay Preschool	\$60,102.86	\$0.00	\$0.00	\$60,102.86	0.00%
DEPT 520 Cold Bay Clinic				A-2040-25-0-2	1202234
Active E 20-520-000-850 CAPITAL CONSTR	\$424,708.77	\$0.00	\$0.00	\$424,708.77	0.00%
SUBDEPT 000	\$424,708.77	\$0.00	\$0.00	\$424,708.77	0.00%
Active E 20-520-206-850 CAPITAL CONSTR	\$199,102.26	\$1,530.00	\$0.00	\$197,572.26	0.77%
SUBDEPT 206 Cold Bay Clinic/EATS	\$199,102.26	\$1,530.00	\$0.00	\$197,572.26	0.77%
Active E 20-520-207-850 CAPITAL CONSTR	\$800,000.00	\$0.00	\$0.00	\$800,000.00	0.00%
SUBDEPT 207 Cold Bay Clinic	\$800,000.00	\$0.00	\$0.00	\$800,000.00	0.00%
Active E 20-520-209-850 CAPITAL CONSTR	\$3,412,000.00	\$0.00	\$0.00	\$3,412,000.00	0.00%
SUBDEPT 209 AEB Grant	\$3,412,000.00	\$0.00	\$0.00	\$3,412,000.00	0.00%
Total DEPT 520 Cold Bay Clinic	\$4,835,811.03	\$1,530.00	\$0.00	\$4,834,281.03	0.03%
DEPT 802 CAPITAL - COLD BAY					
Active E 20-802-000-850 CAPITAL CONSTR	\$100,000.00	\$0.00	\$0.00	\$100,000.00	0.00%
SUBDEPT 000	\$100,000.00	\$0.00	\$0.00	\$100,000.00	0.00%
Active E 20-802-209-969 Cold Bay Dock Fea	\$50,000.00	\$0.00	\$0.00	\$50,000.00	0.00%
SUBDEPT 209 AEB Grant	\$50,000.00	\$0.00	\$0.00	\$50,000.00	0.00%
Total DEPT 802 CAPITAL - COLD BAY	\$150,000.00	\$0.00	\$0.00	\$150,000.00	0.00%
DEPT 807 Sand Point School Grant					
Active E 20-807-209-462 Sand Point School	\$107,411.40	\$3,960.40	\$0.00	\$103,451.00	3.69%
SUBDEPT 209 AEB Grant	\$107,411.40	\$3,960.40	\$0.00	\$103,451.00	3.69%
Total DEPT 807 Sand Point School Grant	\$107,411.40	\$3,960.40	\$0.00	\$103,451.00	3.69%
DEPT 813 Akutan Airport/CIP Trident					
Active E 20-813-000-850 CAPITAL CONSTR	\$657,390.00	\$0.00	\$0.00	\$657,390.00	0.00%
SUBDEPT 000	\$657,390.00	\$0.00	\$0.00	\$657,390.00	0.00%
Total DEPT 813 Akutan Airport/CIP Trident	\$657,390.00	\$0.00	\$0.00	\$657,390.00	0.00%
DEPT 814 False Pass Harbor House					
Active E 20-814-209-850 CAPITAL CONSTR	\$149,885.42	\$144,357.50	\$0.00	\$5,527.92	96.31%
SUBDEPT 209 AEB Grant	\$149,885.42	\$144,357.50	\$0.00	\$5,527.92	96.31%

		20-21 YTD Budget	20-21 YTD Amt	JANUARY MTD Amt	20-21 YTD Balance	% of YTD Budget
	otal DEPT 814 False Pass Harbor House	\$149,885.42	\$144,357.50	\$0.00	\$5,527.92	
	15 Akutan Airport					
Active	E 20 010 210 012 HVMOI ONIATIO	\$2,500,000.00	\$0.00	\$0.00	\$2,500,000.00	0.00%
SUBI	DEPT 210 AEB Hovercraft Proceeds	\$2,500,000.00	\$0.00	\$0.00	\$2,500,000.00	the temperature and the second
105.03-3	Total DEPT 815 Akutan Airport	\$2,500,000.00	\$0.00	\$0.00	\$2,500,000.00	0.00%
	16 False Pass Harbor					
Active		\$99,636.00	\$0.00	\$0.00	\$99,636.00	0.00%
SUBI	DEPT 209 AEB Grant	\$99,636.00	\$0.00	\$0.00	\$99,636.00	0.00%
-	Total DEPT 816 False Pass Harbor	\$99,636.00	\$0.00	\$0.00	\$99,636.00	0.00%
	19 Sand Point WAANT Task Force					
Active		\$51,031.84	\$38,064.32	\$0.00	\$12,967.52	74.59%
	DEPT 209 AEB Grant	\$51,031.84	\$38,064.32	\$0.00	\$12,967.52	74.59%
	PT 819 Sand Point WAANT Task Force	\$51,031.84	\$38,064.32	\$0.00	\$12,967.52	74.59%
4.0	20 FALSE PASS/FRONT END LOADER					
Active	E 20-820-209-687 LOADER PURCHA	\$22,152.00	\$22,151.26	\$0.00	\$0.74	100.00%
	DEPT 209 AEB Grant	\$22,152.00	\$22,151.26	\$0.00	\$0.74	100.00%
Tota	I DEPT 820 FALSE PASS/FRONT END	\$22,152.00	\$22,151.26	\$0.00	\$0.74	100.00%
DEDT O	LOADER					
	21 AKUTAN TSUNAMI/COM.CENTER					
Active	E 20-821-209-688 AKUTAN TSUNAMI	\$100,000.00	\$0.00	\$0.00	\$100,000.00	0.00%
2080	DEPT 209 AEB Grant	\$100,000.00	\$0.00	\$0.00	\$100,000.00	0.00%
DEDT 93	Total DEPT 821 AKUTAN TSUNAMI/COM.CENTER 84 COLD BAY/LOADER PURCHASE	\$100,000.00	\$0.00	\$0.00	\$100,000.00	0.00%
Active	E 20-834-209-687 LOADER PURCHA	212 522 52	active.			
100000000000000000000000000000000000000	EPT 209 AEB Grant	\$10,000.00	\$0.00	\$0.00	\$10,000.00	0.00%
0000	Total DEPT 834 COLD BAY/LOADER	\$10,000.00	\$0.00	\$0.00	\$10,000.00	0.00%
DEDT OF	PURCHASE 2 NELSON LAGOON DOCK	\$10,000.00	\$0.00	\$0.00	\$10,000.00	0.00%
Active		22.12.1.12.1.1	- CANTED			
Active	E 20-862-209-600 REPAIRS	\$748,946.09	\$0.00	\$0.00	\$748,946.09	0.00%
The state of the s	E 20-862-209-850 CAPITAL CONSTR EPT 209 AEB Grant	\$300,000.00	\$0.00	\$0.00	\$300,000.00	0.00%
	al DEPT 862 NELSON LAGOON DOCK	\$1,048,946.09	\$0.00	\$0.00	\$1,048,946.09	0.00%
DEPT 86	5 KING COVE DELTA CREEK TURBINE	\$1,048,946.09	\$0.00	\$0.00	\$1,048,946.09	0.00%
Active	E 20-865-208-887 DELTA CREEK TU	\$51,648.00	\$51,648.00	\$51,648.00	\$0.00	100.00%
Erosio		\$51,648.00	\$51,648.00	\$51,648.00	\$0.00	100.00%
	DEPT 865 KING COVE DELTA CREEK TURBINE	\$51,648.00	\$51,648.00	\$51,648.00	\$0.00	100.00%
	6 AEB PROJECTS					
Active	E 20-866-209-506 SURVEYING	\$66,572.73	\$0.00	\$0.00	\$66,572.73	0.00%
Active	E 20-866-209-888 PROJECT CONTIN	\$445,586.41	\$60,512.74	\$24,199.50	\$385,073.67	13.58%
SUBDE	EPT 209 AEB Grant	\$512,159.14	\$60,512.74	\$24,199.50	\$451,646.40	11.82%
PROFESSION	Total DEPT 866 AEB PROJECTS	\$512,159.14	\$60,512.74	\$24,199.50	\$451,646.40	11.82%
	7 KCC Alternative Road					
Active	E 20-867-000-300 SALARIES	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 20-867-000-350 FRINGE BENEFITS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 20-867-000-380 CONTRACT LABO	\$56,000.00	\$0.00	\$0.00	\$56,000.00	0.00%
Active	E 20-867-000-381 ENGINEERING	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 20-867-000-400 TRAVEL AND PER	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 20-867-000-475 SUPPLIES	\$0.00	\$0.00	\$0.00	\$0.00	0.00%

		20-21 YTD Budget	20-21 YTD Amt	JANUARY MTD Amt	20-21 YTD Balance	% of YTD Budget
SUBDE	PT 000	\$56,000.00	\$0.00	\$0.00	CONTRACTOR OF THE PARTY OF THE	-
Active	E 20-867-168-300 SALARIES	\$5,650.00		\$0.00	\$5,650.00	0.00%
Active	E 20-867-168-350 FRINGE BENEFITS	\$0.00		\$0.00	\$0.00	0.00%
Active	E 20-867-168-381 ENGINEERING	\$857,950.00	77175	\$0.00	\$857,950.00	0.00%
Active	E 20-867-168-400 TRAVEL AND PER	\$5,926.49		\$0.00	\$5,926.49	0.00%
Active	E 20-867-168-850 CAPITAL CONSTR	\$397,460.69		\$0.00	\$323,272.93	18.67%
SUBDE	PT 168 KCAP/09-DC-359	\$1,266,987.18	\$74,187.76	\$0.00		5.86%
Active	E 20-867-210-972 TRANSPORTATIO	\$565,382.09	\$40,000.00	\$0.00	\$525,382.09	7.07%
SUBDE	PT 210 AEB Hovercraft Proceeds	\$565,382.09	\$40,000.00	\$0.00	**	7.07%
	Total DEPT 867 KCC Alternative Road	\$1,888,369.27	\$114,187.76	\$0.00		6.05%
	SAND POINT/AKUTAN HARBOR FLOAT	,000,000.21	Ψ114,107.70	Ψ0.00	φ1,774,101.31	6.05%
Active	E 20-871-209-680 SAND POINT/AKUT	\$800,000.00	\$0.00	\$0.00	\$800,000.00	0.000/
SUBDE	PT 209 AEB Grant	\$800,000.00	\$0.00	\$0.00	\$800,000.00	0.00%
	otal DEPT 871 SAND POINT/AKUTAN	\$800,000.00	\$0.00	\$0.00	***************************************	0.00%
	HARBOR FLOAT	ψουσ,σοσ.σσ	Φ0.00	\$0.00	\$800,000.00	0.00%
Active	E 20-872-209-679 FISHERIES RESEA	\$150,000.00	\$0.00	\$0.00	\$150,000.00	0.000/
SUBDE	PT 209 AEB Grant	\$150,000.00	\$0.00	\$0.00	\$150,000.00	0.00%
	tal DEPT 872 FISHERIES RESEARCH	\$150,000.00	\$0.00	\$0.00	\$150,000.00	William Committee of the Committee of th
	NFWF Electronic Monitoring	φ100,000.00	Ψ0.00	φ0.00	\$150,000.00	0.00%
Active	E 20-876-000-380 CONTRACT LABO	\$114,973.92	\$56,962.96	\$0.00	\$58,010.96	49.54%
Active	E 20-876-000-400 TRAVEL AND PER	-\$8,127.75	\$4,688.89	\$0.00	-\$12,816.64	-57.69%
Active	E 20-876-000-475 SUPPLIES	-\$57,079.96	\$14,946.16	\$0.00	-\$72,026.12	-26.18%
Active	E 20-876-000-753 MISC EXPENSE	\$1,993.73	\$0.00	\$0.00	\$1,993.73	0.00%
SUBDE	PT 000	\$51,759.94	\$76,598.01	\$0.00	-\$24,838.07	147.99%
Active	E 20-876-211-380 CONTRACT LABO	\$523,856.56	\$317,556.79	\$11,809.03	\$206,299.77	60.62%
	PT 211 WGOA2/Electronic Monitoring	\$523,856.56	\$317,556.79	\$11,809.03	\$206,299.77	60.62%
	EPT 876 NFWF Electronic Monitoring	\$575,616.50	\$394,154.80	\$11,809.03	\$181,461.70	68.48%
	NFWF Kelp Mariculture	CHILD-11-01-07				
Active	E 20-877-000-380 CONTRACT LABO	\$56,150.69	\$0.00	\$0.00	\$56,150.69	0.00%
SUBDE		\$56,150.69	\$0.00	\$0.00	\$56,150.69	0.00%
Active	E 20-877-209-380 CONTRACT LABO	\$50,000.00	\$5,570.99	\$0.00	\$44,429.01	11.14%
	PT 209 AEB Grant	\$50,000.00	\$5,570.99	\$0.00	\$44,429.01	11.14%
DEPT 878	tal DEPT 877 NFWF Kelp Mariculture AEB Community Grants	\$106,150.69	\$5,570.99	\$0.00	\$100,579.70	5.25%
Active	E 20-878-209-850 CAPITAL CONSTR	\$432,480.76	\$209,907.71	\$100,000.00	#222 F72 0F	40 5404
SUBDER	PT 209 AEB Grant	\$432,480.76	\$209,907.71	\$100,000.00	\$222,573.05	48.54%
	al DEPT 878 AEB Community Grants	\$432,480.76			\$222,573.05	48.54%
DEPT 900	OTHER	ψ432,460.70	\$209,907.71	\$100,000.00	\$222,573.05	48.54%
Active	E 20-900-000-753 MISC EXPENSE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 20-900-000-850 CAPITAL CONSTR	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
SUBDER		\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 20-900-209-678 DEFERRED MAINT	\$250,000.00	\$0.00	\$0.00	\$250,000.00	0.00%
SUBDEF	PT 209 AEB Grant	\$250,000.00	\$0.00	\$0.00	\$250,000.00	0.00%
	Total DEPT 900 OTHER	\$250,000.00	\$0.00	\$0.00	\$250,000.00	0.00%
To	otal Fund 20 GRANT PROGRAMS	\$16,589,729.00	\$3,611,436.78	\$494,786.89	\$12,978,292.22	21.77%

# Aleutians East Borough \*Revenue Guideline©

		20-21 YTD Budget	20-21 YTD Amt	JANUARY MTD Amt	20-21 YTD Balance	% of YTD Budget
Fund 22 OP	ERATIONS		- II		***	Dauget
Active	R 22-203 OTHER REVENUE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 22-204 OPERATING TRANSFER F	\$0.00	\$0.00	\$0.00	\$0.00	
Active	R 22-210 Helicopter Revenue	\$343,600.00	\$138,160.95	\$0.00	\$205,439.05	0.00%
Active	R 22-221 COLD BAY TERMINAL LEA	\$262,000.00	\$244,639.34			,
Active	R 22-222 COLD BAY TERMINAL OTH	Office States of States		\$43,140.00	\$17,360.66	93.37%
3/3- 27-6	B	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	Total Fund 22 OPERATIONS	\$605,600.00	\$382,800.29	\$43,140.00	\$222,799.71	63.21%

		20-21	20-21	JANUARY	20-21	% of YTD
		YTD Budget	YTD Amt	MTD Amt	YTD Balance	Budget
Fund 22 OF						
DEPT 80	2 CAPITAL - COLD BAY					
Active	E 22-802-200-300 SALARIES	\$60,000.00	\$29,250.00	\$3,900.00	\$30,750.00	48.75%
Active	E 22-802-200-350 FRINGE BENEFITS	\$4,000.00	\$2,530.20	\$337.36	\$1,469.80	
Active	E 22-802-200-400 TRAVEL AND PER	\$0.00	\$0.00	\$0.00	\$0.00	2.212.21
Active	E 22-802-200-425 TELEPHONE	\$2,000.00	\$1,343.43	\$197.57	\$656.57	4 4 1 1 2 2
Active	E 22-802-200-475 SUPPLIES	\$20,000.00	\$8,855.26	\$228.35	\$11,144.74	200,000
Active	E 22-802-200-526 UTILITIES	\$79,500.00	\$26,524.74	\$7,092.56	\$52,975.26	33.36%
Active	E 22-802-200-576 GAS	\$1,000.00	\$147.52	\$0.00	\$852.48	14.75%
Active	E 22-802-200-577 FUEL	\$16,000.00	\$15,517.69	\$2,952.00	\$482.31	96.99%
Active	E 22-802-200-603 MAINTENANCE	\$56,500.00	\$18,138.73	\$0.00	\$38,361.27	32.10%
Active	E 22-802-200-770 Depreciation Expen	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 22-802-200-880 LAND	\$6,500.00	\$0.00	\$0.00	\$6,500.00	0.00%
	EPT 200 COLD BAY TERMINAL	\$245,500.00	\$102,307.57	\$14,707.84	\$143,192.43	41.67%
	Total DEPT 802 CAPITAL - COLD BAY	\$245,500.00	\$102,307.57	\$14,707.84	\$143,192.43	41.67%
	5 HELICOPTER OPERATIONS					
Active	E 22-845-300-300 SALARIES	\$55,000.00	\$21,149.10	\$2,663.22	\$33,850.90	38.45%
Active	E 22-845-300-350 FRINGE BENEFITS	\$15,000.00	\$4,260.54	\$568.91	\$10,739.46	28.40%
Active	E 22-845-300-380 CONTRACT LABO	\$887,816.00	\$436,510.24	\$72,902.70	\$451,305.76	49.17%
Active	E 22-845-300-400 TRAVEL AND PER	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 22-845-300-425 TELEPHONE	\$700.00	\$251.55	\$36.17	\$448,45	35.94%
Active	E 22-845-300-475 SUPPLIES	\$20,000.00	\$5,916.57	\$112.94	\$14,083.43	29.58%
Active	E 22-845-300-525 RENTAL/LEASE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 22-845-300-526 UTILITIES	\$8,000.00	\$0.00	\$0.00	\$8,000.00	0.00%
Active	E 22-845-300-552 INSURANCE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 22-845-300-576 GAS	\$14,000.00	\$6,862.48	\$1,204.32	\$7,137.52	49.02%
Active	E 22-845-300-577 FUEL	\$110,000.00	\$27,195.38	\$0.00	\$82,804.62	24.72%
Active	E 22-845-300-770 Depreciation Expen	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	PT 300 HELICOPTER OPERATIONS	\$1,110,516.00	\$502,145.86	\$77,488.26	\$608,370.14	45.22%
	EPT 845 HELICOPTER OPERATIONS	\$1,110,516.00	\$502,145.86	\$77,488.26	\$608,370.14	45.22%
DEPT 900	OTHER					7-5-7-6-6
Active	E 22-900-000-660 Loss On Impairment	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
SUBDE	PT 000	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	Total DEPT 900 OTHER	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	Total Fund 22 OPERATIONS	\$1,356,016.00	\$604,453.43	\$92,196.10	\$751,562.57	44.58%

# Aleutians East Borough \*Revenue Guideline©

		20-21 YTD Budget	20-21 YTD Amt	JANUARY MTD Amt	20-21 YTD Balance	% of YTD Budget
Fund 24 BO	ND CONSTRUCTION					
Active	R 24-201 INTEREST REVENUE	\$0.00	\$7,105.15	\$0.00	-\$7,105,15	0.00%
Active	R 24-203 OTHER REVENUE	\$0.00	\$33,776.16	\$0.00	-\$33,776.16	2/44/19
Active	R 24-227 COE-HARBOR PROJECTS	\$0.00	\$0.00	\$0.00	\$0.00	-11
Active	R 24-259 BOND PROCEEDS	\$1,006,940.00	\$0.00	\$0.00	\$1,006.940.00	4.4470
Active	R 24-270 STATE REVENUE OTHER	\$0.00	\$0.00	\$0.00	\$0.00	77777.73
Active	R 24-277 STATE BOND REBATE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 24-817 Akutan Airport/FY09 AEB Ma	\$903,000.00	\$0.00	\$0.00	\$903,000.00	0.00%
Tota	al Fund 24 BOND CONSTRUCTION	\$1,909,940.00	\$40,881.31	\$0.00	\$1,869,058.69	2.14%

		20-21 YTD Budget	20-21 YTD Amt	JANUARY MTD Amt	20-21 YTD Balance	% of YTD
Fund 24 BC	OND CONSTRUCTION	71	, i D / unit	WID AIR	TTD Datafice	Budget
	9 Akutan Airport/Grant					
Active	E 24-809-000-850 CAPITAL CONSTR	\$1,006,940.00	\$0.00	\$0.00	\$1,006,940.00	0.00%
SUBD	EPT 000	\$1,006,940.00	\$0.00	\$0.00	\$1,006,940.00	- transmit
DEDT 91	Total DEPT 809 Akutan Airport/Grant 7 Akutan Airport/FY 09 AEB Match	\$1,006,940.00	\$0.00	\$0.00	\$1,006,940.00	-
Active	E 24-817-000-850 CAPITAL CONSTR	\$903,000.00	\$0.00	\$0.00	\$903,000.00	0.00%
	EPT 000	\$903,000.00	\$0.00	\$0.00	\$903,000.00	
Tota	I DEPT 817 Akutan Airport/FY 09 AEB Match	\$903,000.00	\$0.00	\$0.00	\$903,000.00	0.00%
DEPT 83	3 FALSE PASS HARBOR					
Active	E 24-833-000-850 CAPITAL CONSTR	\$331,740.39	\$0.00	\$0.00	\$331,740.39	0.00%
	EPT 000	\$331,740.39	\$0.00	\$0.00	\$331,740.39	0.00%
	otal DEPT 833 FALSE PASS HARBOR	\$331,740.39	\$0.00	\$0.00	\$331,740.39	0.00%
	AKUTAN HARBOR					
Active	E 24-839-000-850 CAPITAL CONSTR	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
SOBDE	EPT 000	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
DEPT 900	Total DEPT 839 AKUTAN HARBOR	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 24-900-000-380 CONTRACT LABO	***	000 000 10	30.00	Mari California	
Active		\$0.00	\$20,578.42	\$0.00	-\$20,578,42	0.00%
	E 24-900-000-725 BOND INTEREST P	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 24-900-000-745 Bond Sale Expense	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 24-900-000-850 CAPITAL CONSTR	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
SUBDE	PT 000	\$0.00	\$20,578.42	\$0.00	-\$20,578.42	0.00%
	Total DEPT 900 OTHER	\$0.00	\$20,578.42	\$0.00	-\$20,578.42	0.00%
Tota	I Fund 24 BOND CONSTRUCTION	\$2,241,680.39	\$20,578.42	\$0.00	\$2,221,101.97	0.92%

# Aleutians East Borough \*Revenue Guideline©

		20-21 YTD Budget	20-21 YTD Amt	JANUARY MTD Amt	20-21 YTD Balance	% of YTD Budget
Fund 30 BO	ND FUND				· ·	
Active	R 30-201 INTEREST REVENUE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 30-203 OTHER REVENUE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 30-204 OPERATING TRANSFER F	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 30-259 BOND PROCEEDS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	Total Fund 30 BOND FUND	\$0.00	\$0.00	\$0.00	\$0.00	0.00%

02/10/21 9:23 AM Page 9

		20-21 YTD Budget	20-21 YTD Amt	JANUARY MTD Amt	20-21 YTD Balance	% of YTD Budget
Fund 30 BO	ND FUND					Dauget
DEPT 900	OTHER					
Active	E 30-900-000-725 BOND INTEREST P	\$897,493.00	\$466.301.60	\$0.00	\$431,191.40	51.96%
Active	E 30-900-000-726 BOND PRINCIPAL	\$1,595,000.00	\$1,595,000.00	\$0.00	\$0.00	- 777777
SUBDE	PT 000	\$2,492,493.00	\$2,061,301.60	\$0.00		
	Total DEPT 900 OTHER	\$2,492,493.00	\$2,061,301.60	\$0.00	\$431,191,40	-
	Total Fund 30 BOND FUND	\$2,492,493.00	\$2,061,301.60	\$0.00	\$431,191.40	
SUBDE		\$2,492,493.00	\$2,061,301.60	\$0.00		

# Aleutians East Borough \*Revenue Guideline©

		20-21 YTD Budget	20-21 YTD Amt	JANUARY MTD Amt	20-21 YTD Balance	% of YTD Budget
Fund 40 PI	ERMANENT FUND				- III	
Active	R 40-201 INTEREST REVENUE	\$0.00	\$2,690,483.89	\$0.00	-\$2,690,483.89	0.00%
Active	R 40-202 WIRE TRANSFER	\$0.00	\$0.00	\$0.00	\$0.00	
Active	R 40-203 OTHER REVENUE	\$35,000.00	\$0.00	\$0.00	\$35,000.00	0.00%
Active	R 40-204 OPERATING TRANSFER F	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 40-230 LAND SALES	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	Total Fund 40 PERMANENT FUND	\$35,000.00	\$2,690,483.89	\$0.00	-\$2,655,483.89	7687.10%

		20-21 YTD Budget	20-21 YTD Amt	JANUARY MTD Amt	20-21 YTD Balance	% of YTD Budget
Fund 40 PE	RMANENT FUND					
DEPT 900	OTHER					
Active	E 40-900-000-380 CONTRACT LABO	\$35,000.00	\$20,578.43	\$0.00	\$14,421.57	58.80%
Active	E 40-900-000-751 OPERATING TRAN	\$0.00	\$0.00	\$0.00	\$0.00	
SUBDE	PT 000	\$35,000.00	\$20,578.43	\$0.00	\$14,421.57	-
	Total DEPT 900 OTHER	\$35,000.00	\$20,578.43	\$0.00	\$14,421.57	58.80%
	Total Fund 40 PERMANENT FUND	\$35,000.00	\$20,578.43	\$0.00	\$14,421.57	58.80%

# Aleutians East Borough \*Revenue Guideline©

		20-21 YTD Budget	20-21 YTD Amt	JANUARY MTD Amt	20-21 YTD Balance	% of YTD Budget
Fund 41 MA	INTENANCE RESERVE FUND				No. of Contract of	- augot
Active	R 41-201 INTEREST REVENUE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 41-203 OTHER REVENUE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 41-204 OPERATING TRANSFER F	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 41-207 AEB Grant Revenue	\$125,000.00	\$0.00	\$0.00	\$125,000.00	0.00%
Active	R 41-230 LAND SALES	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 41-276 AEB SCHOOL	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Total F	und 41 MAINTENANCE RESERVE FUND	\$125,000.00	\$0.00	\$0.00	\$125,000.00	0.00%

## Aleutians East Borough \*Expenditure Guideline©

#### Current Period: JANUARY 20-21

		20-21 YTD Budget	20-21 YTD Amt	JANUARY MTD Amt	20-21 YTD Balance	% of YTD Budget
Fund 41 MA	AINTENANCE RESERVE FUND					Dauget
DEPT 80	0 CAPITAL - SCHOOL					
Active	E 41-800-857-300 SALARIES	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 41-800-857-350 FRINGE BENEFITS	\$0.00	\$0.00	\$0.00	\$0.00	0,007
Active	E 41-800-857-850 CAPITAL CONSTR	\$0.00	\$0.00	\$0.00	\$0.00	
Active	E 41-800-857-888 PROJECT CONTIN	\$10,979.00	\$3,492.28	\$3,492.28	\$7,486.72	
SUBD	EPT 857 FALSE PASS SCHOOL	\$10,979.00	\$3,492.28	\$3,492.28	\$7,486.72	***************************************
Active	E 41-800-865-888 PROJECT CONTIN	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
SUBDI	EPT 865 Akutan School	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 41-800-866-888 PROJECT CONTIN	\$11,295.00	\$0.00	\$0.00	\$11,295.00	0.00%
SUBDI	EPT 866 NELSON LAGOON SCHOOL	\$11,295.00	\$0.00	\$0.00	\$11,295.00	0.00%
Active	E 41-800-867-850 CAPITAL CONSTR	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 41-800-867-888 PROJECT CONTIN	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
SUBDE	EPT 867 Sand Point School	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 41-800-868-888 PROJECT CONTIN	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
SUBDE	EPT 868 King Cove School	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 41-800-869-888 PROJECT CONTIN	\$49,750.00	\$0.00	\$0.00	\$49,750.00	0.00%
SUBDE	EPT 869 COLD BAY SCHOOL	\$49,750.00	\$0.00	\$0.00	\$49,750.00	0.00%
DEPT 900	Total DEPT 800 CAPITAL - SCHOOL  OTHER	\$72,024.00	\$3,492.28	\$3,492.28	\$68,531.72	4.85%
Active	E 41-900-000-603 MAINTENANCE	\$125,000.00	\$16,745.01	\$400.44	\$108,254,99	13.40%
Active	E 41-900-000-753 MISC EXPENSE	\$0.00	\$3,431.61	\$817.71	-\$3,431.61	0.00%
Active	E 41-900-000-880 LAND	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
SUBDE	PT 000	\$125,000.00	\$20,176,62	\$1,218.15	\$104,823.38	16.14%
	Total DEPT 900 OTHER	\$125,000,00	\$20,176.62	\$1,218.15	\$104,823.38	16.14%
Total F	und 41 MAINTENANCE RESERVE FUND	\$197,024.00	\$23,668.90	\$4,710.43	\$173,355.10	12.01%

## **INVESTMENT REPORT**

### **ALEUTIANS EAST BOROUGH**

Account Statement - Period Ending January 31, 2021

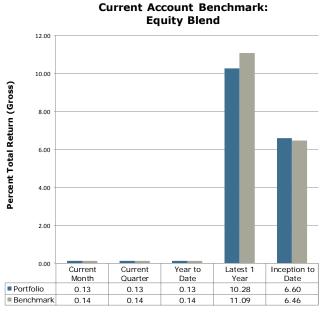


#### **ACCOUNT ACTIVITY**

Portfolio Value on 12-31-20	43,889,611
Contributions	0
Withdrawals	-1,041
Change in Market Value	40,624
Interest	14,613
Dividends	0

Portfolio Value on 01-31-21 43,943,808

#### **INVESTMENT PERFORMANCE**



Performance is Annualized for Periods Greater than One Year

Clients are encouraged to compare this report with the official statement from their custodian.

#### **MANAGEMENT TEAM**

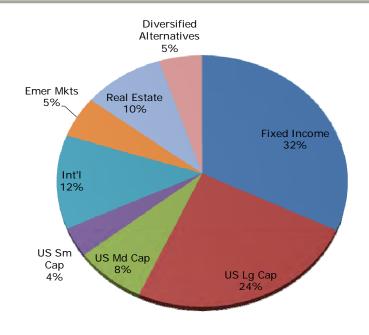
Client Relationship Manager: Amber Frizzell, AIF®

Amber@apcm.net

Your Portfolio Manager: Brandy Niclai, CFA®

Contact Phone Number: 907/272 -7575

#### **PORTFOLIO COMPOSITION**



### Alaska Permanent Capital Management Co.

### PORTFOLIO SUMMARY AND TARGET ALEUTIANS EAST BOROUGH

January 31, 2021

		%	_
Asset Class & Target	Market Value	<u>Assets</u>	Range
FIXED INCOME (34%)			
US Fixed Income (19.0%)	7,664,601	17.4	10% to 30%
TIPS (10.0%)	4,004,007	9.1	0% to 15%
Cash (5.0%)	2,521,823	5.7	0% to 10%
Subtotal:	14,190,431	32.3	
EQUITY (51%)			
US Large Cap (24.0%)	10,730,678	24.4	18% to 30%
US Mid Cap (7.0%)	3,314,949	7.5	2% to 12%
US Small Cap (3.0%)	1,623,175	3.7	0% to 6%
Developed International Equity (12.0%)	5,276,934	12.0	6% to 18%
Emerging Markets (5.0%)	2,354,816	5.4	0% to 10%
Subtotal:	23,300,552	53.0	
ALTERNATIVE INVESTMENTS (15%)			
Real Estate (5.0%)	2,096,449	4.8	0% to 10%
Infrastructure (5.0%)	2,108,252	4.8	0% to 10%
Commodities (5.0%)	2,248,125	5.1	0% to 10%
Subtotal:	6,452,825	14.7	
TOTAL PORTFOLIO	43,943,808	100	
TOTALTORIFOLIO	73,273,000	100	

### **AEB OPERATING FUND**

Account Statement - Period Ending January 31, 2021



#### **ACCOUNT ACTIVITY**

Portfolio Value on 12-31-20	2,673,442
Contributions	0
Withdrawals	-201
Change in Market Value	125
Interest	120
Dividends	0

#### **MANAGEMENT TEAM**

Client Relationship Manager: Amber Frizzell, AIF® Amber@apcm.net

Your Portfolio Manager: Paul Hanson, CFA®

Contact Phone Number: 907/272 -7575

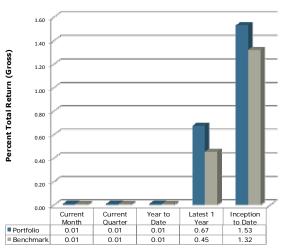
#### **PORTFOLIO COMPOSITION**

#### **INVESTMENT PERFORMANCE**

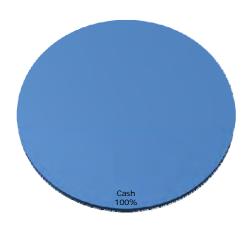
Portfolio Value on 01-31-21

## Current Account Benchmark: FTSE 3-Month TBill

2,673,486



Performance is Annualized for Periods Greater than One Year



#### Fixed Income Portfolio Statistics

Average Quality: AAA Yield to Maturity: 0.06% Average Maturity: 0.26 Yrs

Clients are encouraged to compare this report with the official statement from their custodian.

## Alaska Permanent Capital Management Co. PORTFOLIO APPRAISAL

### AEB OPERATING FUND

January 31, 2021

Quantity	Security	Average Cost	Total Average Cost	Price	Market Value	Pct. Assets	Annual Income	Accrued Interest	Yield to Maturity
TREASURY B	SILLS								
300,000	US TREASURY BILLS	99.87	299,598	100.00	299,991	11.22	NA	0	0.04
	0.000% Due 02-25-21								
300,000		99.96	299,867	99.99	299,979	11.22	NA	0	0.06
200.000	0.000% Due 03-16-21	00.06	200.065	00.00	200.061	11.00	27.4	0	0.06
300,000	US TREASURY BILLS 0.000% Due 04-20-21	99.96	299,865	99.99	299,961	11.22	NA	0	0.06
460,000	*********	99.96	459,832	99.99	459,940	17.20	NA	0	0.05
400,000	0.000% Due 04-27-21	77.70	437,032	)).))	437,740	17.20	IIA	O	0.03
375.000	US TREASURY BILLS	99.95	374,824	99.98	374,914	14.02	NA	0	0.08
2.2,000	0.000% Due 05-20-21		2,02.		27.4,22.				
300,000	CASH MGMT BILL	99.96	299,872	99.97	299,916	11.22	NA	0	0.08
	0.000% Due 06-01-21								
375,000	US TREASURY BILLS	99.96	374,840	99.97	374,895	14.02	NA	0	0.07
	0.000% Due 06-17-21								
250,000	US TREASURY BILL	99.96	249,889	99.97	249,915	9.35	NA	0	0.07
	0.000% Due 07-22-21								
			2,658,588		2,659,511	99.48		0	
CACII AND E	OTHER AT TENUDO								
CASH AND E	QUIVALENTS FEDERATED GOVERNMENT OBLIGATIONS INSTITUTI		13,975		13,975	0.52			
TOTAL PORT						100	0	0	
TOTAL PORT	FULIU		2,672,563		2,673,486	100	U	U	

### **ALEUTIANS EAST BOROUGH SERIES E BOND**

Account Statement - Period Ending January 31, 2021



#### **ACCOUNT ACTIVITY**

Portfolio Value on 12-31-20	2,610,649
Contributions	0
Withdrawals	-506
Change in Market Value	-707
Interest	1,081
Dividends	0

#### **MANAGEMENT TEAM**

Client Relationship Manager: Amber Frizzell, AIF® Amber@apcm.net

Your Portfolio Manager: Paul Hanson, CFA®

Contact Phone Number: 907/272 -7575

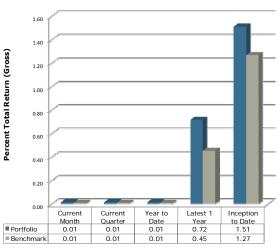
#### **PORTFOLIO COMPOSITION**

#### **INVESTMENT PERFORMANCE**

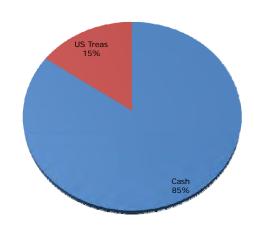
Portfolio Value on 01-31-21



2,610,516



Performance is Annualized for Periods Greater than One Year



#### **Fixed Income Portfolio Statistics**

Average Quality: AAA Yield to Maturity: 0.06% Average Maturity: 0.34 Yrs

Clients are encouraged to compare this report with the official statement from their custodian.

## Alaska Permanent Capital Management Co. PORTFOLIO APPRAISAL

#### ALEUTIANS EAST BOROUGH SERIES E BOND

January 31, 2021

Quantity	Security	Average Cost	Total Average Cost	Price	Market Value	Pct. Assets	Annual Income	Accrued Interest	Yield to <u>Maturity</u>
U.S. TREASUI	RY								
		102.52	399,826	102.17	398,471	15.26	11,212	2,416	0.11
	2.875% Due 11-15-21								
	Accrued Interest			_	2,416	0.09			
			399,826		400,887	15.36		2,416	
TREASURY B	SILLS								
300,000	US TREASURY BILLS	99.87	299,598	100.00	299,991	11.49	NA	0	0.04
	0.000% Due 02-25-21								
300,000		99.96	299,867	99.99	299,979	11.49	NA	0	0.06
200,000	0.000% Due 03-16-21 US TREASURY BILLS	99.96	200.965	99.99	200.071	11.49	NA	0	0.06
300,000	0.000% Due 04-20-21	99.96	299,865	99.99	299,961	11.49	NA	U	0.06
370,000		99.96	369,865	99.99	369,952	14.17	NA	0	0.05
370,000	0.000% Due 04-27-21	77.70	307,003	,,,,,	307,732	11.17	1111	· ·	0.05
300,000	CASH MGMT BILL	99.96	299,872	99.97	299,916	11.49	NA	0	0.08
	0.000% Due 06-01-21								
375,000		99.96	374,840	99.97	374,895	14.36	NA	0	0.07
	0.000% Due 06-17-21								
250,000	US TREASURY BILL 0.000% Due 07-22-21	99.96	249,889	99.97	249,915	9.57	NA	0	0.07
	0.000% Due 07-22-21		2 102 707	-	2 104 600	04.07			
			2,193,797		2,194,609	84.07		0	
CASH AND E	OUIVALENTS								
	FEDERATED GOVERNMENT OBLIGATIONS INSTITUTI		15,021		15,021	0.58			
TOTAL PORT	TFOLIO		2,608,644		2,610,516	100	11,212	2,416	

## **AEB 2010 SERIES B BOND/AKUTAN AIR**

Account Statement - Period Ending January 31, 2021



#### **ACCOUNT ACTIVITY**

Dividends

Portfolio Value on 12-31-20	1,074,350
Contributions	0
Withdrawals	-75
Change in Market Value	-537
Interest	707

0

Portfolio Value on 01-31-21 1,074,446

#### **MANAGEMENT TEAM**

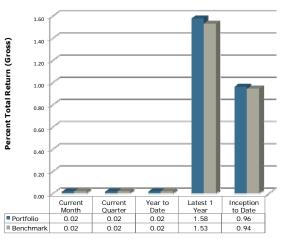
Client Relationship Manager: Amber Frizzell, AIF® Amber@apcm.net

Your Portfolio Manager: Paul Hanson, CFA®

Contact Phone Number: 907/272-7575

#### **PORTFOLIO COMPOSITION**

# Current Account Benchmark: 50% Bloomberg Barclays 1-3 Yr Gov/50%



FTSE 3mo Tbill

Performance is Annualized for Periods Greater than One Year

US Treas 52%

#### **Fixed Income Portfolio Statistics**

Average Quality: AAA Yield to Maturity: 0.08% Average Maturity: 0.92 Yrs

Clients are encouraged to compare this report with the official statement from their custodian.

## Alaska Permanent Capital Management Co. PORTFOLIO APPRAISAL

#### AEB 2010 SERIES B BOND/AKUTAN AIR

January 31, 2021

Quantity	Security	Average Cost	Total Average Cost	Price	Market Value	Pct. Assets	Annual Income	Accrued Interest	Yield to Maturity
U.S. TREASU	RY								
65,000	US TREASURY NOTES	99.10	64,413	101.96	66,277	6.17	1,300	601	0.11
	2.000% Due 02-15-22								
75,000	U.S. TREASURY NOTE	98.66	73,998	101.90	76,423	7.11	1,406	598	0.11
	1.875% Due 02-28-22								
125,000	US TREASURY NOTES	99.83	124,787	102.57	128,212	11.93	2,812	842	0.11
	2.250% Due 04-15-22								
85,000	US TREASURY NOTES	100.10	85,083	102.63	87,235	8.12	1,594	4	0.12
	1.875% Due 07-31-22							_	
55,000	US TREASURY NOTES	100.43	55,234	103.23	56,779	5.28	962	3	0.13
70,000	1.750% Due 01-31-23 US TREASURY NOTES	100.20	70 127	100.25	70 175	( 52	175	23	0.14
70,000	0.250% Due 06-15-23	100.20	70,137	100.25	70,175	6.53	1/5	23	0.14
70,000	US TREASURY NOTES	99.82	69,877	99.91	69,937	6.51	87	34	0.16
70,000	0.125% Due 09-15-23	99.62	09,877	99.91	09,937	0.51	07	34	0.10
	Accrued Interest				2,105	0.20			
	recided interest		543,529	_	557,143	51.85		2,105	
			545,529		557,145	31.83		2,105	
TREASURY B	BILLS								
	CASH MGMT BILL	99.97	509,866	99.99	509,949	47.46	NA	0	0.06
	0.000% Due 04-06-21		, , , , , , , , , , , , , , , , , , , ,						
CASH AND E	QUIVALENTS								
Chon in to L	CASH RECEIVABLE		1,278		1,278	0.12	NA		
	FEDERATED GOVERNMENT OBLIGATIONS INSTITUTI		6,075		6,075	0.57			
			7,353	_	7,353	0.68			
TOTAL PORT	TFOLIO		1,060,748		1,074,446	100	8,337	2,105	
IOIALION	II OLIO		1,000,770		1,077,770	100	0,557	2,103	

# Consent Agenda

To: The Honorable Mayor Osterback, Aleutians East Borough Assembly

From: Ernie Weiss, Natural Resources Director Subj: Memo for Resolutions 21-36 & 21-37

Date: March 5, 2021

The North Pacific Fishery Management Council has 7 seats appointed by the Secretary of Commerce, five seats nominated by the Governor of Alaska and two seats nominated by the Governor of Washington. The four remaining voting seats on the Council are held by agency representatives.

The terms of 3 appointed seats expire this year:

- Craig Cross of Seattle, WA serving his third term is not eligible for reappointment
- John Jensen of Petersburg, AK serving his first term is eligible for reappointment
- Andy Mezirow of Seward, AK serving his second term is eligible for reappointment

The <u>appointment process</u> for Fishery Management Councils calls for Governors to nominate candidates by March 15. Governors are required to nominate 3 candidates for each seat. Governor Dunleavy's <u>press release</u> indicates his preferred nominations as Andy Mezirow of Seward, AK and John Jensen of Petersburg, AK.

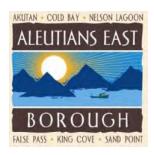
The attached Resolution 21-36 is in support of the reappointment of John Jensen to the Council. John Jensen is a longtime friend of our region, first appointed to the Alaska Board of Fisheries in 2003 and first appointed to the Council in 2018.

The attached Resolution 21-37 is in support of the reappointment of Andy Mezirow to the Council. Andy has served on the Council since 2015. He served on the Advisory Panel to the Council from 2012 until his appointment to the Council.

If one or both of the resolutions, Resolution 21-36 and Resolution 21-37, are approved by the Assembly, the Resolution(s) will be submitted for the record to the Secretary of Commerce.

The Secretary of Commerce is Gina Raimondo, recently confirmed by the Senate by a vote of 84-15.

The Natural Resources Department respectfully submits Resolutions 21-36 & 21-37 for your consideration, recommending approval and adoption.



#### **RESOLUTION 21-36**

# A RESOLUTION OF THE ALEUTIANS EAST BOROUGH ASSEMBLY IN SUPPORT OF THE REAPPOINTMENT OF JOHN JENSEN TO THE NORTH PACIFIC FISHERY MANAGEMENT COUNCIL

WHEREAS, John Jensen of Petersburg, Alaska currently serves on the North Pacific Fishery Management Council, and

**WHEREAS**, John's first term on the Council expires this year and he is eligible for reappointment, and

**WHEREAS**, Governor Dunleavy has nominated John Jensen to serve a second three-year term on the Council, and

**WHEREAS**, the Secretary of Commerce will make the final determination on appointments to the Council in June, and

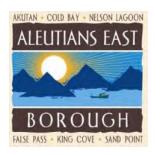
WHEREAS, John is a lifelong Alaskan with a lifetime of experience fishing and navigating the waters of the North Pacific, and

**WHEREAS**, John has a unique perspective and valuable insight on Alaska fisheries management, in part from his many years of service on the Alaska Board of Fisheries, and

**WHEREAS**, John's extensive knowledge and understanding of our region benefits our fishermen, communities and the State of Alaska while he is on the Council.

**NOW THEREFORE BE IT RESOLVED**, the Aleutians East Borough Assembly supports the reappointment of John Jensen to the North Pacific Fishery Management Council.

Alvin D. Osterback, Mayor	Tina Anderson, Clerk



#### **RESOLUTION 21-37**

# A RESOLUTION OF THE ALEUTIANS EAST BOROUGH ASSEMBLY IN SUPPORT OF THE REAPPOINTMENT OF ANDY MEZIROW TO THE NORTH PACIFIC FISHERY MANAGEMENT COUNCIL

**WHEREAS**, Andy Mezirow of Seward, Alaska currently serves on the North Pacific Fishery Management Council, and

WHEREAS, Andy's second term on the Council expires this year and he is eligible for reappointment, and

**WHEREAS**, Governor Dunleavy has nominated Andy Mezirow to serve a third three-year term on the Council, and

**WHEREAS**, the Secretary of Commerce will make the final determination on appointments to the Council in June, and

**WHEREAS**, Andy is a lifelong mariner and fishermen with nearly forty years of experience fishing and navigating the waters of the North Pacific, and

**WHEREAS**, Andy has a unique perspective as a top charter captain, and is an important voice critical to maintaining a balanced Council, and

**WHEREAS**, Andy's experienced navigation of the Council process and his understanding of our region benefit our fishermen, communities and the State of Alaska while he is on the Council.

**NOW THEREFORE BE IT RESOLVED**, the Aleutians East Borough Assembly supports the reappointment of Andy Mezirow to the North Pacific Fishery Management Council.

Alvin D. Osterback, Mayor	Tina Anderson, Clerk
Approved and Adopted thisday of March	n 2021.



#### **RESOLUTION 21-41**

A RESOLUTION APPROVING CERTAIN UNINCORPORATED COMMUNITIES AND THEIR RESPECTIVE NATIVE VILLAGE COUNCIL AND/OR UNINCORPORATED NONPROFIT ENTITY FOR PARTICIPATION IN THE FY 22 COMMUNITY ASSISTANCE PROGRAM.

WHEREAS, AS 29.60.865 und 3 AAC 180.070 require the assembly of a borough or unified municipality to adopt a resolution identifying those unincorporated communities located within their municipal boundaries that the assembly determines meet the Community Assistance Program eligibility criteria established under AS 2960.865, AS 29.60.879. and 3 AAC 180.110, and

WHEREAS, the unincorporated community has either a Native village council or incorporated nonprofit entity that will agree to receive and spend the Community Assistance payment for the public benefit of the unincorporated community; and

WHEREAS, the unincorporated community has 25 or more residents residing as a social unit; and

WHEREAS, at least three of the following services; fire protection, emergency medical, water and sewer, solid waste management, public road or ice road maintenance, public health, and search and rescue; are generally available to all residents of the unincorporated community and each of the three services, in any combination, are provided by one or more qualifying Native village council or incorporated nonprofit entity or are substantially paid for by the residents of the unincorporated community through taxes, charges, or assessments levied or authorized by the borough or unified municipality;

NOW THEREFORE BE IT RESOLVED THAT: The Assembly by this resolution hereby certifies that the following unincorporated communities and their respective Native village council or incorporated non-profit entity are eligible for funding under the FY22 Community Assistance Program:

Unincorporated Community:	Native village council or nonprofit entity:
	Nelson Lagoon Village Council
PASSED AND APPROVED by a duly constitute Borough (AEB) this <u>11th</u> day of March,	ted quorum of the Assembly of the Aleutians East 2021.
SIGNED:	ATTEST:
Alvin D. Osterback, Mayor	Tina Anderson, Clerk



# Department of Commerce, Community, and Economic Development

Division of Community and Regional Affairs Juneau

> P.O. Box 110809 Juneau, AK 99811-0809 Main: 907.465.5647

Toll free: 877.769,4539 Fax: 907,465,4761

January 15, 2021

Mr. Rick Gifford, City Administrator Aleutians East Borough P.O. Box 49 King Cove, AK 99612

Dear Mr. Gifford:

The Division of Community and Regional Affairs (DCRA) is pleased to provide you with the attached FY22 Community Assistance Program (CAP) application. Please carefully review the application and instructions. The completed FY22 CAP application must be returned **no later than June 1, 2021.** 

Please be aware that the funding level for the FY21 CAP has not yet been determined. This estimate is based on the statutorily required distribution of one third of the anticipated June 30, 2021 CAP fund balance. The payment estimate does not take into consideration any possible increases to the funding level through either a FY21 supplemental budget or other legislative appropriations. Payment amounts will be updated to reflect actual award amounts after June 30, 2021 at: <a href="https://www.commerce.alaska.gov/dcra/eGrantsOnLine/Pages/RevenueSharing.aspx">https://www.commerce.alaska.gov/dcra/eGrantsOnLine/Pages/RevenueSharing.aspx</a>

Aleutians East Borough estimated FY22 CAP payment is \$300,160.36

In addition to the borough's initial payment, \$15,789 will be added for the unincorporated communities certified by the borough assembly as meeting the eligibility criteria under AS 29.60.865, AS 29.60.879, and 3 AAC 180.110.

An applicant may submit the application and required documents to the department by means of electronic mail received no later than 4:30PM on June 1 or by regular mail postmarked no later than June 1. Please carefully review the instructions in regard to submitting by electronic mail. The electronic mailing address is: <a href="mailto:caa@alaska.gov">caa@alaska.gov</a>.

Please contact Jean Mason with any questions at (907)465-5647 or jeanine.mason@alaska.gov

Sincerely,

/s/ Pauletta Bourne, GAIII



# Department of Commerce, Community, and Economic Development

DIVISION OF COMMUNITY AND REGIONAL AFFAIRS Anchorage Office

> 550 West Seventh Avenue, Suite 1640 Anchorage, Alaska 99501 Main: 907.269,4581 Fax: 907.269,4539

January 15, 2021

Mr. Rick Gifford, City Administrator Aleutians East Borough P.O. Box 49 King Cove, AK 99612

SUBJECT: Population Determination for FY2022 DCCED Financial Assistance Programs

Dear Mr. Gifford:

Pursuant to 3 AAC 180.050(d), the Commissioner of the Department of Commerce, Community, and Economic Development annually certifies the population of each municipality, community, and reserve in the State of Alaska for use in various financial assistance programs based upon population determinations made pursuant to 3 AAC 180.030. For the [COMM] the following population will be used for all FY22 programs the department administers.

### The population of Aleutians East Borough has been determined to be 3141

If you do not agree with the population determination, you may request a population adjustment by submitting a written request and substantiate the request by completing either of the two approved methods: Head Count Census Method or Housing Unit Method. The request must include a resolution from the governing body proposing a corrected population total.

If you choose to request a population adjustment, please review the Head Count Census and Housing Unit Method manuals the department has published to assist you with this process. These manuals are available at <a href="http://commerce.alaska.gov/web/dcra/">http://commerce.alaska.gov/web/dcra/</a> or you may also contact the department for a copy of the manuals.

The request for adjustment and completed census documentation must be postmarked no later than April 1, 2021, and submitted to:

Department of Commerce, Community, and Economic Development Division of Community and Regional Affairs Attn: Grace Beaujean 550 West 7<sup>th</sup> Avenue, Suite 1640 Anchorage, AK 99501

Please refer to 3 AAC 180.040 for requirements governing requests for adjustments to population determinations.

FY2022 DCCED Population Estimates January 15, 2021 Page 2

For additional information, please contact Grace Beaujean, Research Analyst III, at 907.269.4521 or <a href="mailto:DCRAResearchAndAnalysis@alaska.gov">DCRAResearchAndAnalysis@alaska.gov</a>.

Sincerely,

/s/ Sandra Moller Director

Cc: Division of Community and Regional Affairs, Research and Analysis Section Division of Community and Regional Affairs, Community Aid and Accountability Section

## Department of Commerce, Community and Economic Development FY22 Community Assistance Program





State of Alaska Mike Dunleavy, Governor

Department of Commerce, Community, and Economic Development Julie Anderson, Commissioner

Division of Community and Regional Affairs Sandra Moller, Director

## FY 2022 COMMUNITY ASSISTANCE PROGRAM REQUIREMENTS AND CERTIFICATION

### **BOROUGH APPLICATION**

**DEADLINE: JUNE 1, 2021** 

NAME OF BOROUGH	CONTACT NAME  CONTACT EMAIL ADDRESS			
MAILING ADDRESS				
CITY, STATE, ZIP CODE	CONTACT PHONE & FAX NUMBER			
ACKNOWLEDGE THE REQUIREMENTS BY CHECK	ING OR INITIALING EACH BOX:			
The community assistance payment will be used the borough agrees to make available a see every person in the community.	used only for a public purpose as required under AS 29.60.850(a) ervice or facility with the funds under AS 29.60.855 – 29.60.879 to			
The borough will maintain, as required by 3 A a community assistance payment for at leas questioned costs, litigation or a grievance.	AAC 180.010 (4), all records relating to receipt and expenditure of st three years, or longer if there is an unresolved audit finding,			
A statement of expenditures of the prior year year's application.	r's community assistance payment and a budget form for current			
Reports to CAA:	Reports to OSA, as applicable:			
Annual Audit	Tax Reports to State Assessor's office			
Annual Budget  Notice to Taxpayer, as applicable	Maps and descriptions of all annexed or detached territory			
CERTIFICATION:				
As the highest ranking official, I certify the	understands the			
	(Name of Borough) nce payment and agrees to comply with all laws and			
regulations governing the community assistance fu	unds.			
Signature	Date			
Printed Name and Title				

# FY 2022 COMMUNITY ASSISTANCE PROGRAM PROPOSED CAP BUDGET

## Name of Borough

Please describe below how your organization proposes to use its estimated FY 2022 Community Assistance Program payment.

FUEL	\$
ELECTRICITY	\$
INSURANCE	\$
EDUCATION	\$
EMS	\$
WATER/SEWER	\$
PUBLIC SAFETY	\$
FIRE	\$
ROAD MAINTENANCE	\$
HARBORS	\$
HEALTH	\$
GENERAL ADMINISTRATION	\$
OTHER	\$
OTHER	\$
OTHER	\$
FY 2022 ESTIMATED PAYMENT	\$

## FY 2022 COMMUNITY ASSISTANCE PROGRAM Statement of Expenditures for Prior Year Payment

## Name of Borough

Please detail below how your organization spent its FY 2021 Community Assistance Payment.

FUEL	\$
ELECTRICITY	\$
INSURANCE	\$
EDUCATION	\$
EMS	\$
WATER/SEWER	\$
PUBLIC SAFETY	\$
FIRE	\$
ROAD MAINTENANCE	\$
HARBORS	\$
HEALTH	\$
GENERAL ADMINISTRATION	\$
OTHER	\$
SAVINGS/NOT SPENT	\$
FY 2021 TOTAL PAYMENT	\$

# RESOLUTION # \_\_\_\_\_ APPROVING UNINCORPORATED COMMUNITIES FOR PARTICIPATION IN THE FY22 COMMUNITY ASSISTANCE PROGRAM

A RESOLUTION APPROVING CERTAIN UNINCORPORATED COMMUNITIES AND THEIR RESPECTIVE NATIVE VILLAGE COUNCIL AND/OR INCORPORATED NONPROFIT ENTITY FOR PARTICIPATION IN THE FY22 COMMUNITY ASSISTANCE PROGRAM.

WHEREAS, AS 29.60.865 and 3 AAC 180.010 require the assembly of a borough or unified municipality to adopt a resolution identifying those unincorporated communities located within their municipal boundaries that the assembly determines meet the Community Assistance Program eligibility criteria established under AS 29.60.865, AS 29.60.879, and 3 AAC 180.110; and

WHEREAS, the unincorporated community has either a Native village council or incorporated nonprofit entity that will agree to receive and spend the Community Assistance payment for the public benefit of the unincorporated community; and

WHEREAS, the unincorporated community has 25 or more residents residing as a social unit; and

WHEREAS, at least three of the following services; fire protection, emergency medical, water and sewer, solid waste management, public road or ice road maintenance, public health, and search and rescue; are generally available to all residents of the unincorporated community and each of the three services, in any combination, are provided by one or more qualifying Native village council or incorporated nonprofit entity or are substantially paid for by the residents of the unincorporated community through taxes, charges, or assessments levied or authorized by the borough or unified municipality;

NOW THEREFORE BE IT RESOLVED THAT: The Assembly by this resolution hereby certifies that the following unincorporated communities and their respective Native village council or incorporated nonprofit entity are eligible for funding under the FY22 Community Assistance Program:

Unincorporated Community		Native	Native village council or nonprofit		
DACCED AND APPROVED I	Y . 7				
PASSED AND APPROVED by a (			m of the Assembly of the,20		
SIGNED:(Mayor)					

## Eligibility Requirements for Unincorporated Communities Located Within Boroughs and Unified Municipalities

Alaska Statutes AS 29.60.865 - .879 and Alaska Administrative Code 3 AAC 180.010

### Sec. 29.60.865. Eligibility requirements for reserves and communities.

- (a) The department, with advice from the Department of Law, shall determine whether there is in each community or reserve an incorporated nonprofit entity or a Native village council that will agree to receive and spend the community assistance payment. If there is more than one qualified entity in a reserve or community in the unorganized borough, the department shall pay the money to the entity that the department finds most qualified to receive and spend the money on behalf of the reserve or community. The department may not make a community assistance payment to a Native village council unless the council waives immunity from suit for claims arising out of activities of the council related to the payment. A waiver of immunity from suit under this section must be on a form provided by the Department of Law. If there is no qualified incorporated nonprofit entity or Native village council in a reserve or community that is willing to receive the community assistance payment and use the payment on behalf of that reserve or community, the payment for that reserve or community may not be paid. Neither this section nor any action taken under it enlarges or diminishes the governmental authority or jurisdiction of a Native village council.
- (b) The department may make a community assistance payment on behalf of a community in a borough or unified municipality only to the municipality for payment by the municipality to an incorporated nonprofit entity or Native village council that has been approved by the assembly and meets the requirements of (a) of this section. The department shall have written evidence of the assembly approval. If there is more than one qualified entity in a community in a borough or unified municipality, one of the entities may receive the entire payment, or the payment may be shared between two or more of the qualified entities, as determined by the assembly.
- (c) A community in a borough or unified municipality is eligible for a community assistance payment only if at least three of the following services are generally available to all residents of the community and each of the three services, in any combination, are provided by one or more qualifying incorporated nonprofit entities or a Native village council or are substantially paid for by the residents of the community through taxes, charges, or assessments levied or authorized by the borough or unified municipality:
  - (1) fire protection;
  - (2) emergency medical;
  - (3) water and sewer:
  - (4) solid waste management;
  - (5) public road or ice road maintenance;
  - (6) public health;
  - (7) search and rescue.

#### Sec. 29.60.879. Definitions.

In AS 29.60.850 - 29.60.879

- (1) "community" means a place in the unorganized borough, in a borough, or in a unified municipality that is not incorporated as a municipality, that is not a reserve, and in which 25 or more individuals reside as a social unit;
- (2) "reserve" means a place that is organized under federal law as an Indian reserve that existed before enactment of 43 U.S.C. 1618(a) and is continued in existence under that subsection.

#### 3 AAC 180.010(b) and (c)

- (b) In addition to making the certification and agreement on the form provided under (a) of this section, a borough or unified municipality that will receive community assistance payments on behalf of communities in the borough or unified municipality must
  - (1) submit to the department a resolution adopted by the assembly that clearly identifies (A) the communities that the borough or unified municipality has determined meet the eligibility criteria under AS 29.60.865, 29.60.879, and 3 AAC 180.110; and
  - (B) the village council or incorporated nonprofit entity located within each community listed under (A) of this paragraph that the borough or unified municipality has approved as the recipient of the community assistance payment; and
- (2) certify that at least three of the services required under AS 29.60.865(c) are generally available to all residents of the community.
- (c) In addition to making the certification and agreement on the form provided under (a) of this section and receiving any identification required under (b) of this section, a reserve or village council must submit to the department a waiver of sovereign immunity in accordance with AS 29.60.865(a) and 3 AAC 180.130.

### Instructions for FY 22 Community Assistance Program Requirements and Certification Borough Application

The borough's requirements and certification application form and resolution for payment on behalf of unincorporated communities within the borough <u>must</u> be received no later than <u>June 1, 2021</u>. Please check or initial each box indicating the borough understands the requirement. Be certain the form is signed and dated before submitting.

The borough may submit the requirements and certification form and resolution by electronic mail received no later than 4:30PM on June  $1^{st}$ . This is the preferred method for receiving the form. Email forms to:  $\underline{caa@alaska.gov}$  (See special instructions for submitting by email below.)

The community assistance payment will not be made until all other required documents have been submitted. Please submit the required documents at the earliest opportunity as they become available; these are not subject to the June  $1^{\rm st}$  deadline. These documents may also be submitted by electronic mail.

Community Assistance Program regulations (3 AAC 180) effective December 22, 2017, require all entities to submit a statement of expenditures of the prior year's community assistance payment and the budget for the current year's payment. A statement of expenditures form and budget form are provided.

The current annual budget must include the non-code ordinance adopting the budget. Please submit these as one combined document when possible. A link to the budget on the borough's website may be provided in lieu of a hard copy or email attachment.

The annual audit may be submitted by hard copy, email attachment, or provide a link to the audit on the borough's website.

In addition to the current annual budget and annual audit, in order to receive a community assistance payment, the borough is required to submit to the Office of the State Assessor (OSA), as applicable: tax assessment and tax levy numbers for the most recently completed annual budget cycle, a summary of optional property tax exemptions authorized together with the estimate of the revenues lost to the borough, a taxpayer notice, and maps and descriptions of all annexed or detached territory which was annexed or detached prior to June 1 of the application year.

Provide a copy of the tax payer notice furnished with the property tax statements or a copy of the Affidavit of Publication from the newspaper in which the notice was published. Provide a copy of the notice posted for sales tax and use tax or a copy of the Affidavit of Publication from the newspaper in which the notice was published.

The borough is not required to submit to DCRA any of the reports required by OSA.

## Special Instruction for submitting by electronic mail

Emailed documents are submitted to: <a href="mailed-eaa-alaska.gov">caa@alaska.gov</a>
The subject line must include: Entity name –CAP Program – FY Document Name Ex. "Icy Borough – CAP – FY22 Application"

Mail to: DCCED DCRA CAA, PO Box 110809, Juneau, AK 99811-0809 or Fax: 907-465-4761

If there are questions concerning the Community Assistance Program, please contact Jean Mason at (907)465-5647 or email  $\underline{\text{caa@alaska.gov}}$ .

Statutes, regulations, and forms are available at: <a href="https://www.commerce.alaska.gov/web/dcra/CommunityAidAccountability/CommunityRevenueSharing.aspx">https://www.commerce.alaska.gov/web/dcra/CommunityAidAccountability/CommunityRevenueSharing.aspx</a>



#### **ORDINANCE 21-10**

#### AN EMERGENCY ORDINANCE OF THE ALEUTIANS EAST BOROUGH ASSEMBLY ISSUING A DECLARATION OF DISASTER EMERGENCY IN RESPONSE TO COVID-19

- WHEREAS, COVID-19 is a respiratory disease that can result in serious illness or death and is caused by the SARS-Cov-2 virus ("virus"), a new strain of the coronavirus that has not been previously identified in humans and is easily transmittable person to person; and,
- **WHEREAS**, on March 11, 2020, the World Health Organization ("WHO") declared the virus a pandemic; and,
- **WHEREAS**, on March 13, 2020, President Donald J. Trump declared a national emergency in response to the virus pandemic; and,
- **WHEREAS**, positive cases of COVID-19 have been identified within the State of Alaska and within the Aleutians East Borough; and,
- **WHEREAS**, the State of Alaska had issued a Declaration of Public Health Disaster Emergency, which expired on February 14, 2021; and
- WHEREAS, the State of Alaska still has Health Advisories in place to respond to COVID-19 that provides recommendations for keeping Alaskans safe; international and interstate travel; intrastate travel and critical infrastructure; and
- **WHEREAS**, Borough Administration has implemented a COVID-19 Aleutians East Borough Employee Policy to help reduce transmission among staff and to help protect people who are higher risk for adverse health complications while maintaining Borough operations; and
- **WHEREAS**, on March 23, 2020 the Assembly passed Emergency Ordinance 20-07 issuing a declaration of disaster emergency in response to COVID-19; and
- **WHEREAS**, on May 14, 2020 the Assembly passed Emergency Ordinance 20-08, which superseded Emergency Ordinance 20-07; and
- **WHEREAS**, on July 9, 2020 the Assembly passed Emergency Ordinance 21-01, which superseded Emergency Ordinance 20-08; and
- **WHEREAS**, on August 13, 2020 the Assembly passed Emergency Ordinance 21-02, which superseded Emergency Ordinance 21-01; and

- **WHEREAS,** on October 8, 2020 the Assembly passed Emergency Ordinance 21-04 which superseded Emergency Ordinance 21-02; and
- **WHEREAS,** on November 12, 2020 the Assembly passed Emergency Ordinance 21-06 which superseded Emergency Ordinance 21-04; and
- **WHEREAS,** on December 10, 2020 the Assembly passed Emergency Ordinance 21-07 which superseded Emergency Ordinance 21-06; and
- **WHEREAS,** on January 14, 2021 the Assembly passed Emergency Ordinance 21-08 which superseded Emergency Ordinance 21-07; and
- **WHEREAS,** the COVID-19 pandemic may dramatically impact the Borough communities and residents and have a substantial effect on the Borough economy if unchecked; and
- **WHEREAS**, the full extent and effect of COVID-19 cannot yet be known, it remains vital for the Borough to be prepared and take all needed precautions throughout the entire timeframe of the emergency related to COVID-19; and
- **WHEREAS**, the Assembly finds that a public emergency continues to exist and deems it necessary to declare a local emergency to protect the health, safety and welfare of the residents of the Borough; and

WHEREAS, Borough Code Sec. 1.20.050 (a) authorizes emergency ordinances, reading:

- (a) To meet a public emergency the assembly may adopt ordinances effective on adoption. Every emergency ordinance must contain a finding by the assembly that an emergency exists and a statement of the facts upon which the finding is based. The ordinance may be adopted, amended and adopted, or rejected at the meeting to which it is introduced. The affirmative vote of all members present, or the affirmative vote of three-fourths of the total membership, whichever is less, is required for adoption. The assembly must print and make available copies of adopted emergency ordinances.
- (b) An emergency ordinance may not be used to levy taxes to grant, renew or extend a franchise, or to regulate the rate charged by a public utility for its service.
- (c) Emergency ordinances are effective for sixty days.

**WHEREAS**, the Borough wishes to authorize the Mayor to request State assistance from the Governor of Alaska for costs associated with the Borough's response to the virus to meet the public safety and welfare needs arising from or incidental to COVID-19 and to recover from damage caused; and

**WHEREAS**, the Borough wishes to authorize the Mayor to request assistance from Federal agencies pursuant to the Stafford Act of 1988 and Other Federal Law; and

**WHEREAS**, a declaration of disaster emergency will alert the public to the seriousness of the risk and provide direction.

#### **NOW, THEREFORE, BE IT RESOLVED** by the Aleutians East Borough as follows:

- Section 1. The Assembly of the Aleutians East Borough hereby declares a local disaster emergency in response to COVID-19.
- Section 2. The Assembly of the Aleutians East Borough authorizes the Mayor to request State and Federal Assistance to meet the ongoing emergency created by COVID-19.
- Section 3. The rules requiring in-person attendance by Assembly Members under Borough Code Sec. 2.08.10(e) for regular meetings, and 2.08.020 (a) for special meetings, and all other such rules are suspended so that a quorum may be reached without gathering people at central locations.
- Section 4. Alternate means of listening in and providing public comment at Assembly Meetings, as would normally be afforded under Borough Code 2.08.010(d), shall be provided for should the teleconferencing hubs be closed.
- Section 5. All residents and visitors to the Borough and Borough Property are encouraged to maintain social distancing throughout the entire period of this emergency.
- Section 6. This Emergency Ordinance supersedes Emergency Ordinance 21-08 and shall become effective immediately upon adoption and remain in effect until May 9, 2021 pursuant to Borough Code Sec. 1.20.050(c).
- Section 7. This Emergency Ordinance may be reauthorized by telephonic quorum prior to its expiration.

**PASSED AND ADOPTED** BY THE ALEUTIANS EAST BOROUGH ASSEMBLY on this 11<sup>th</sup> day of March 2021.

Date Introduced and Approved	:
ALEUTIANS EAST BOROUGH, AL	ASKA
	Alvin D. Osterback, Mayor
ATTEST:	
Tina Anderson Clerk	

## Ordinances



#### Agenda Statement

Date: February 2, 2021

To: Mayor Osterback and Assembly

From: Anne Bailey, Administrator

## Re: Ordinance 21-09 authorizing the Mayor to negotiate and execute a sublease within the Cold Bay Terminal for air transportation services

ARINC Incorporated is interested in providing air-to-ground communications and ground station support to commercial airlines in Cold Bay. ARINC's equipment was originally housed in the old Pen Air/Ravn building but due to the bankruptcy and the power being turned off they need to move locations. ARINC is interested in storing their equipment in the Cold Bay Terminal.

The Aleutians East Borough Code Section 50.10.060 provides that "[d]isposal of real property may be by sealed bids, outcry auction, lottery, first-come, first-served, negotiation, or such other method as the assembly may provide in the resolution authorizing the disposal." Resolution 21-30 authorizing the Mayor to dispose of real property by negotiation is before the Assembly for consideration at the February 11, 2021 Regular Meeting. If Resolution 21-30 is approved, this Ordinance, upon final approval by the Assembly, will authorize the Mayor to begin negotiations with ARINC for the terminal sublease. The public hearing for this Ordinance will be held at the March 11, 2021 Assembly Meeting.

#### RECOMMENDATION

Administration recommends approval of Ordinance 21-09 authorizing the Mayor to negotiate and execute a sublease within the Cold Bay Terminal for air transportation services.



#### ALEUTIANS EAST BOROUGH

#### ORDINANCE SERIAL NO. 21-09

# AN ORDINANCE AUTHORIZING THE MAYOR TO NEGOTIATE AND EXECUTE A SUBLEASE WITHIN THE COLD BAY TERMINAL FOR AIR TRANSPORTATION SERVICES

**WHEREAS**, ARINC Incorporated has expressed its desire to enter into a sublease with the Aleutians East Borough ("Borough") for a portion of the Cold Bay Terminal Building ("Terminal"), as generally depicted on the attached Exhibit "A", for the purpose of providing air-to-ground communications and ground station support to commercial airlines; and

WHEREAS, the Borough has entered into a Lease Agreement No. ADA-08250 as Lessee with the State of Alaska, Department of Transportation and Public Facilities (DOT&PF) as the Lessor for the following described property, located on the Cold Bay Airport, in Section 36, Township 57 South, Range 89 West, Seward Meridian, within the Aleutian Island Recording District, Third Judicial District, Alaska; Lot 1A, Block 23 consisting of approximately 66,688 square feet of land, at Cold Bay Terminal and adjacent Apron; and

**WHEREAS**, AEBMC Sec. 50.10.060 provides that "[d]isposal of real property may be by sealed bids, outcry auction, lottery, first-come, first-served, negotiation, or such other method as the assembly may provide in the resolution authorizing the disposal"; and

**WHEREAS**, AEBMC 50.10.100(7) provides that "Real Property" includes interests in real property as well as rights to real property, and includes, but is not limited to, leases, easements, security interests, licenses, permits and options."; and

**WHEREAS,** AEBMC Sec. 50.10.050 provides for the disposal of real property owned by the Borough mandating that the disposal of real property not covered by other sections within chapter 50.10 "must be authorized by ordinance and must contain" the following:

- (1) a description of the property,
- (2) a finding and the facts that supports the finding that the property or interest is no longer required for a public purpose if the property or interest is or was used for a government purpose,
- (3) the type of interest to be disposed of if less than a fee interest,
- (4) conditions and reservations that are to be imposed upon the property,

- (5) the fair market value of the property,
- (6) the minimum disposal price of the real property,
- (7) the method of disposal, including time, place and dates when relevant,
- (8) special conditions for the disposal, including, when relevant, special qualifications of purchasers and purchase terms, and
- (9) a finding and the facts supporting the finding of the public benefits to be derived if the disposal is to be for less than market value; and

WHEREAS, AEBMC Sec. 50.10.070(a) provides that "[u]nless otherwise provided in the resolution authorizing the disposal, the disposal shall be at not less than the fair market value as determined by a fee appraisal, by the borough's assessor's valuation, or by such reasonable estimates as the mayor or assembly, as appropriate, finds to be reliable or appropriate under the circumstances; and

**WHEREAS**, the Assembly finds that the lease of the property to ARINC Incorporated is in the best interest of the Borough, and will help provide air transportation services to the region; and

**WHEREAS**, at the February 11, 2021 Assembly Meeting the Assembly approved Resolution 21-30 authorizing the disposal of the real property via negotiations for a portion of the terminal building; and

**WHEREAS**, AEBMC Sec. 2.16.020 provides that "[t]he Mayor shall... (A) Direct and supervise the business of the borough to assure that all ordinances and resolutions are executed; and

**WHEREAS**, AEBMC Sec. 50.10.090 provides that "[t]he mayor may establish procedures and forms for the processing of requests, applications and disposals under this chapter.

#### NOW THEREFORE, BE IT ENACTED:

- Section 1. Classification. This is a non-code ordinance.
- Section 2. <u>Authorization to Lease</u>. Based upon the above findings, the Mayor is authorized to negotiate and execute a sublease with ARINC Incorporated for a portion of the Cold Bay Terminal located on the Cold Bay Airport, in Section 36, Township 57 South, Range 89 West, Seward Meridian, within the Aleutian Island Recording District, Third Judicial District, Alaska; Lot 1A, Block 23 consisting of approximately 66,688 square feet of land, as generally depicted in Exhibits "A."
- Section 3. <u>Minimum Essential Terms and Conditions</u>. The sublease is subject to the following minimum essential terms and conditions:

- (a) The sublease shall be subject to the covenants, provisions, conditions, and base terms of the Lease Agreement ADA-08250, "Base Lease" between the State of Alaska, Department of Transportation and Public Facilities and the Borough;
- (b) The term of this sublease is contingent on the Borough's Base Lease extension with the State of Alaska;
- (c) The leased property shall be used by ARINC Incorporated for the purpose of providing air-to-ground communications and ground station support for commercial airlines;
- (d) The sublease term will be determined during the negotiations with the airlines.
- (e) The sublease rents, fees, and charges will be determined during the negotiations.
- (f) ARINC Incorporated shall be responsible for obtaining all necessary permits and approvals for its operations on the leased property;
- (g) ARINC Incorporated shall, to the fullest extent of the law, indemnify, defend, and hold harmless both the Borough and the State of Alaska, their agents, elected officials, volunteers, and employees from and against any and all claims related to or arising out of ARINC Incorporated's use of the leased property; and
- (h) The sublease shall include all provisions of Borough Code of Ordinances not in conflict with this ordinance; and any other provisions that the Borough Mayor determines to be in the public interest.

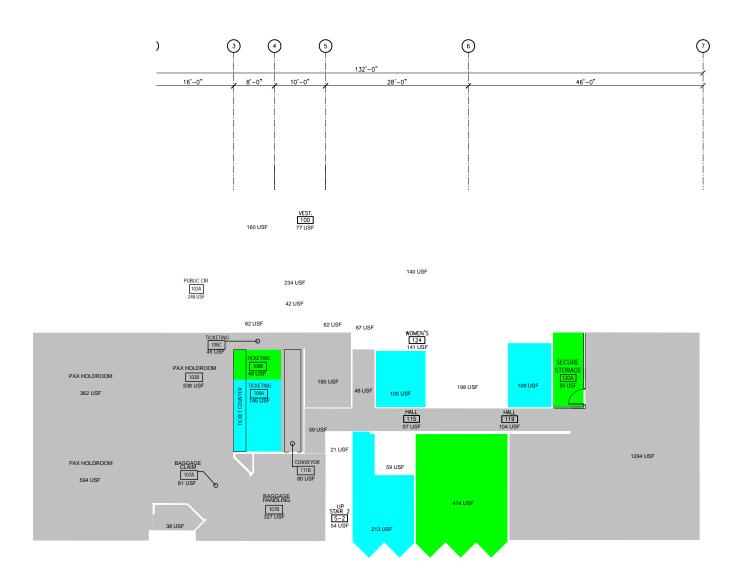
This Ordinance shall take effect upon adoption by the Aleutians East

	Borough Assembly.	1	1	
INTRODUCED:				
ADOPTED:				
ALEUTIANS EAST	BOROUGH, ALASKA	A		
		Alvin D. Osterback,	Mayor	
		Date:		
ATTEST:				
Tina Anderson, Clerk		_		
<b>5</b>				

Section 4.

## EXHIBIT A Terminal Building

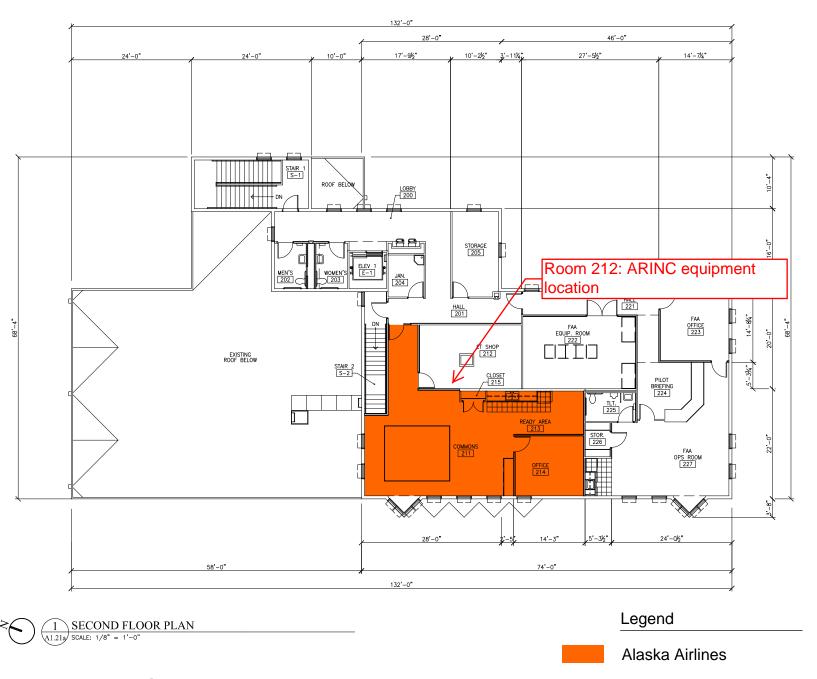
Ordinance 21-09





## Exhibit C





#### **SUBLEASE AGREEMENT**

THIS <u>SUB</u>LEASE AGREEMENT (the "Lease" <u>as well as "Agreement"</u>) is <u>entered into and effective made</u> as of <u>January 1, 2021</u>, by and between **ALEUTIANS EAST BOROUGH** ("<u>Subl</u>Lessor") and **ARINC Incorporated**, a Delaware Corporation ("<u>LSublessee</u>").

This Agreement shall supersede any and all previous agreements either oral or written and is subject to the terms of the Prime Lease, attached, Exhibit A.[AD1]

#### **Recitals**

WHEREAS, the Sublessee is interested in providing air-to-ground communications and ground station support to commercial airlines in Cold Bay, Alaska; and

WHERES, the Sublessee intends to sublease a portion of the Cold Bay Terminal to house necessary equipment to provide such services; and

WHEREAS [AB2], the State of Alaska, Department of Transportation and Public Facilities (DOT&PF), as Lessor, entered into Lease Agreement No. ADA-08250 as shown in Exhibit A (hereinafter the "Prime Lease") with the BOROUGH for the following described property, located on the Cold Bay Airport, in Section 36, Township 57 South, Range 89 West, Seward Meridian, within the Aleutian Island Recording District, Third Judicial District, Alaska: Lot 1A, Block 23 consisting of approximately 66,688 square feet of land, at the Cold Bay Terminal and adjacent Apron; and

WHEREAS, [AB3] this Agreement is subject to all of the terms and conditions of the BOROUGH's Prime Lease, with DOT&PF. Sublessee agrees to abide by all provisions and covenants of the Prime Lease; and

WHEREAS, Sublessee is primarily engaged in the business of providing communication equipment serving the aviation industry; and AB41

WHEREAS, the parties hereto desire to enter a Sublease Agreement, hereinafter referred to as "Agreement", granting the Sublessee the use of certain portions of the Terminal; and

WHEREAS, the State of Alaska DOT&PF has consented to the sublease as shown in EXHIBIT B[AB5].

NOW, THEREFORE, in consideration of the premises provided herein, the rights and privileges and the mutual covenants and conditions hereinafter contained and other valuable considerations the parties hereto agree, for themselves, their successors and assigns, as follows:

1. <u>PREMISES</u>. <u>Subl</u>Lessor is the owner of the Cold Bay Airport Passenger Terminal Building located at 67 Trusedale Drive, Cold Bay, Alaska 99571 <u>which sits on land leased to the Sublessor by the State of Alaska</u>. <u>LSubl</u>essor hereby leases to <u>LSubl</u>essee the following space: approximately eight (8) square feet of floor area in the Storage Closet of Room 201 of the Passenger Terminal Building, including associated rooftop space for Lessee's antennae (the "**Premises**"), as depicted on the attached diagram (<u>Exhibit</u> "<u>AEXHIBIT</u> Clabe").

The rights granted under this Agreement are subject to all exceptions, agreements, easements, rights-of-way, conditions, covenants, reservations, terms, conditions, and restrictions of record against the real property, all public access and other rights of the public under state, federal and common law.

- 2. <u>TERM</u>. The term of this Lease shall be for an indefinite period [AB7] cone year commencing on the date that <u>LSublessee</u>'s equipment referenced in Section 4 below is installed and operational (the "Rent Commencement Date"), and expiring on the last day of the twelfth (12) full calendar month thereafter (the "Term"). The Lease Term shall automatically renew from year to year thereafter, provided that <u>LSublessor</u> and <u>LSublessee</u> shall both have the option to terminate this Lease at any time during the Term upon at least ninety (90) days prior written notice to the other party. <u>Continued extension of this</u> sublease shall not exceed beyond any final termination of the Prime Lease.
- 3. <u>RENT</u>. <u>LSublessee</u> shall pay <u>LSublessor</u> an annual rental of One Thousand Two Hundred Dollars (\$1,200.00), payable annually in advance, commencing on the first day of the first month after the Term commences. The first rental payment shall be due and payable within thirty (30) days after the Rent Commencement Date; thereafter rent shall be due at the beginning of each annual renewal Term and shall increase by two and one half percent (32.5%)[AD8] annually, provided that if either party shall elect to terminate the Lease prior to the end of a full twelve month period and <u>LSublessee</u> has prepaid rent for a period after the termination date, then the prepaid rent attributable to the period after the termination date shall be refunded to <u>LSublessee</u> within thirty (30) days after the termination date. <u>LSublessor</u> shall, prior to the Rent Commencement Date, complete, sign and furnish to <u>LSublessee</u> the <u>LSublessor</u>'s W-9 and <u>LSublessee</u>'s supplier information form[AB9].
- 4. <u>USE AND ACCESS</u>. <u>LSubl</u>essee shall use the Premises for its communication equipment serving the aviation industry. <u>LSubl</u>essee may install, operate, maintain, store and remove on the Premises such communication equipment as may be necessary to its business, including transmitters, receivers, power supplies and antennas. <u>LSubl</u>essee shall not use the Premises for any other purposes without prior written consent of the <u>LSubl</u>essor, which consent shall not be unreasonably withheld, conditioned or delayed. <u>LSubl</u>essee shall have the right to exchange radio equipment and antennas within its Premises without the prior written consent of <u>LSubl</u>essor. <u>LSubl</u>essee shall have access to the Premises during the hours of 9 a.m. through 5 p.m., seven (7) days a week for the purpose of routine maintenance upon providing <u>LSubl</u>essor with twelve (12) hours prior notice. <u>LSubl</u>essee shall have immediate access to the Premises at all hours of the day or night, seven (7) days a week for emergency repairs only, upon reasonable notice to <u>LSublessor</u>.

In the event <u>LSublessor</u> requires the Premises for its purposes during the term of this Lease, <u>LSublessor</u> shall have the right, subject to a minimum of ninety (90) days' prior written notice to <u>LSublessee</u>, to require <u>LSublessee</u> to relocate its equipment to a substantially similar space in the Passenger Terminal Building, subject to technical requirements of <u>LSublessee</u>. Technical requirements must meet those provided for in the original space in ARINC's sole determination. In the event <u>LSublessor</u> is not able to relocate <u>LSublessee</u> to a suitable space, either party may terminate this Lease, without further liability or obligation to each other, upon ninety (90) days written notice.

5. <u>UTILITIES</u>. <u>LSublessee</u>, at its expense, may arrange for such telephone and communication service as it may require. Electric power shall be paid for by <u>LSublessor</u> and is included in the rent. <u>However, Sublessor reserves</u>, at its own option and without prior notice, the right to monitor electrical usage and, with 90 days notice, to pass along individually metered electrical charges in excess of fifty percent of the <u>current annual rental payment as described in Section 3, above.</u>

6. MAINTENANCE AND REPAIRS.— Pursuant to the Prime Lease, no improvements, grading, fill or construction may take place unless and until the Sublessee and Lessee have obtained the Lessor's approval.[AB10]

<u>LSublessor</u> shall be responsible for the repair, replacement and maintenance of the foundation, rooftop, structural, mechanical system, electrical elements, and building facade of the building in which the Premises are located. <u>LSublessee</u> shall keep the Premises in a clean, neat and orderly condition, free of debris and rubbish.

Sublessee shall be responsible for maintenance, repair and protection of its own equipment. Sublessor shall bear no responsibility for power failure, outage, interruption, lightning strike, surge, outage, instability faulty wiring, failure of building communication or electrical safety equipment or any damage caused thereby.

At the expiration or termination of this Lease, <u>LSublessee</u> shall surrender the Premises to <u>LSublessor</u> in the same condition as received, normal wear and tear excepted, remove <u>LSublessee</u>'s equipment and repair any and all damage to the Premises caused by the removal of said equipment. However, at <u>LSublessee</u>'s option, <u>LSublessee</u> may leave any of its improvements <u>and fixtures</u> on the Premises at such time of expiration or termination, and such improvements shall become the sole property and responsibility of <u>LSublessor</u> unless, at least 30 days before the end of the lease term, <u>LSublessor</u> has given <u>SublLessee</u> written notice to remove them.

- 7. <u>DEFAULT AND REMEDIES UPON DEFAULT</u>. Either Party shall have thirty (30) days after receipt (or refusal to accept delivery, which refusal shall be deemed receipt for the purposes hereof) of written notice from the other Party to cure any non-monetary default. If said default is one that cannot be cured within the 30 day period, so long as the Party charged with the default diligently pursues a remedy during the 30 day period, that Party shall be given additional time reasonably necessary to cure the default. If, subsequent to the foregoing requisite period, there continues to be an event of default, the non-defaulting Party may terminate this Lease upon written notice to the defaulting Party and may institute any other available proceedings at law or in equity to recover damages from the defaulting Party.
- 8. <u>ASSIGNMENT/TRANSFER/SUBLEASE</u>: <u>LSublessee</u> shall not assign or <u>subsublet</u> or <u>hypothecate</u> all or any portion of the Premises or rights granted by this lease without the prior written consent of [AB11]<u>LSublessor</u> and <u>DOT&PF</u>, whose consent shall not be unreasonably withheld; provided that, the <u>LSublessee</u> shall be permitted to assign or sublet all or any portion of the Premises or rights granted by this lease without consent from the <u>LSublessor</u> so long as the assignment or sublet is to corporate parents, subsidiaries and affiliates, or by way of merger, operation of law, or related to the sale of all or substantially all of the assets or stock of the <u>LSublessee</u> to a third party so long as the assignee has revenue equal to or greater than that of <u>LSublessee</u> subject to the terms and conditions of the <u>Prime</u> <u>Lease</u> attached hereto.

#### 9. INSURANCE.

(i) Evidence of Insurance. Evidence of the insurance required under this Section 15 must be provided to Sublessor and the State of Alaska AB12 prior to the beginning of the Term. Such evidence shall be in a form and substance reasonably

satisfactory to Sublessor, executed by the carrier's representative and issued to Sublessor, shall consist of a certificate of insurance or the policy declaration page with required endorsements attached thereto, and must provide a thirty (30) day prior notice of cancellation, nonrenewal or material change to Sublessor.

Acceptance by Sublessor of deficient evidence does not constitute a waiver of this Sublease's requirements. All policies shall name Sublessor and the State of Alaska as an additional insured. The requirements for insurance coverages of the kinds and with the limits stated in this Section 9 shall not be construed as a representation that such insurance coverage is adequate or limits Sublessee's liability. It is specifically agreed between the parties hereto that it is not intended by any of the provisions of any part of this Sublease to create in the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this Sublease to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Sublease.

- (i)(ii) Insurance. Without limiting Sublessee's indemnity obligations under this Sublease, Sublessee shall purchase at its own cost and expense and maintain in full force and effect at all times during the Term, the following policies of insurance, with responsible insurance companies acceptable to Sublessor.
  - 1. During the term of this Lease, Lessee, at its own expense, shall maintain the following coverage's: (i) Commercial General Liability insurance for bodily injury and property damage in a limit of not less than USD\$1,000,000 (One Million Dollars) per occurrence and USD\$2,000,000 (Two Million Dollars) in the annual aggregate; (ii)
  - 2. -Commercial Automobile liability insurance providing coverage for owned, non-owned and hired vehicles in an amount not less than USD\$1,000,000 (One Million Dollars) per accident and USD\$2,000,000 (Two Million Dollars) in the annual aggregate
  - 1.3. ; and (iii) a Workers Compensation policy with statutory limits and Employers Liability coverage with at least the following limits: USD\$500,000 per accident, and USD\$500,000 per disease (each employee). Lessor shall be listed as additional insured on the Commercial General Liability and Automobile liability policies only to the extent of the Lessee's indemnification obligations hereunder.
- 10. INDEMNIFICATION. LSublessee shall, to the fullest extent permitted by law, defend, indemnify and save harmless both the Sublessor and the State of Alaska, their agents, elected officials, volunteers, and employees from and against indemnify and hold harmless Lessor, its officers, directors, and employees from legal liability (including reasonable attorney's fees) caused by bodily injury, death and property damage to the extent caused by the negligence of Lessee in its use and/or occupancy of the Premises. Lessor shall indemnify and hold harmless Lessee, its officers, directors, and employees from legal liability (including reasonable attorney's fees) caused by bodily injury, death or property damage to the extent caused by the negligence of Lessor in the ownership of the Premises. any and all claims, demands and causes of action of any nature whatsoever, excepting gross negligence or willful misconduct of the Sublessor, rogue action, declared war, acts of God, acts of nature or any other cause and any expenses incident to defense of any by the Sublessor and the State of Alaska therefrom, for any injury to or death of persons or loss of or damage to property occurring on the Premises that is the result of the negligent or intentional acts of Sublessee, or in any manner arising out of

Sublessee's use and occupation of the Premises or the condition thereof and is the result of the negligent or intentional acts of Sublessee, during the term of this Agreement.

### NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE.

- 11. <u>ENVIRONMENTAL</u>. <u>LSubl</u>essee agrees that the Premises will not be used for disposal of hazardous or toxic materials. <u>LSubl</u>essee shall not dispose of hazardous substances, hazardous waste, hazardous materials, and toxic substances as defined under any federal, state or local laws and regulations in effect during the term of this agreement. <u>LSubl</u>essee is not responsible or liable for environmental contamination arising prior to, during or after the lease term not caused by <u>LSubl</u>essee.[AD13]
- 12. <u>COMPLIANCE WITH LAWS</u>. <u>LSubl</u>essee, its officers, employees, and contractors shall observe and comply with all laws and regulations promulgated under any federal, state, county or municipal laws affecting the use of the Premises and the manner in which the Premises are or should be used by the <u>LSubl</u>essee.
- 13. <u>NOTICES</u>. Any notice required by this Lease must be hand delivered, sent by certified mail, return receipt requested, or by a reputable overnight delivery service, or via email with read receipt to the appropriate party at the addresses set out below or to any other address that the parties subsequently designate in writing.

#### To <u>LSubl</u>essor:

Aleutians East Borough 3380 C Street, Suite 205 Anchorage, AK 99503

Attention: Borough Administrator

#### To **LSublessee**:

ARINC Incorporated 2551 Riva Road Annapolis, MD 21401-7435

Attention: Real Estate, Mailstop 5-1B35

#### 14. EMERGENCY CONTACT[AB14].

In an event of an emergency, the following shall be contacted:

Sublessor: Cold Bay Terminal Manager

(907) 952-7150

Sublessee: NEED CONTACT HERE

#### 15. CORPORATE IDENTIFICATION AND AUTHORITY. [AD15]

Sublessee shall submit a copy of its Certificate of Incorporation, which shall be attached as exhibit EXHIBIT D. In addition to the signature required below, Sublessee shall authenticate this document either by affixing its corporate seal or by attaching a duly enacted corporate resolution authorizing the signor to enter into this transaction. Sublessor shall also attach a municipal ordinance authorizing this contract as Exhibit #XE

**IN WITNESS WHEREOF,** the parties hereto have caused this Lease Agreement to be executed by their duly authorized representatives in duplicate with each party retaining one original.

ALEUTIANS EAST BOROUGH	ARINC Incorporated
Ву:	<u></u>
Name:	Name: Kyle M. Riley
Title:	Title: Vice President
STATE OF ALASKA	)[AB16]
THIRD JUDICIAL DISTRICT	
person(s) whose name(s) is/are subshe/she/they executed the same in h	sonally appeared , and the described to the within instrument and acknowledged to me the dis/her/their authorized capacity(ies), and that by his/her/their errson(s), or the entity on behalf of which the person(s) acted
Dated:	
	(print notary's name)
	Notary Public in and for the State of Alaska residing at
	My commission expires:

Name: Kyle M. Riley  Title: Vice President  STATE OF ALASKA  THIRD JUDICIAL DISTRICT  On , personally appeared , personally known to me (or proved to me on the basis of satisfactory evidence) to be person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/t signature(s) on the instrument the person(s), or the entity on behalf of which the person(s) ac executed the instrument.  Dated:  (print notary's name)  Notary Public in and for the State of Alaska residing at My commission expires:	By:			SEAL
STATE OF ALASKA  )  THIRD JUDICIAL DISTRICT  On , personally appeared , personally known to me (or proved to me on the basis of satisfactory evidence) to be person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/t signature(s) on the instrument the person(s), or the entity on behalf of which the person(s) ac executed the instrument.  Dated:  (print notary's name)  Notary Public in and for the State of Alaska residing at				OF CORPORATION SUBLESSE
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<sup>&</sup>lt;sup>1</sup> If SUBLESSEE is a corporation and no corporate seal is here affixed, a corporate resolution is attached as EXHIBIT D.

<sup>2</sup> If SUBLESSEE is a corporation and no corporate seal is here affixed, a corporate resolution is attached as

EXHIBIT FD.

#### Exhibit A

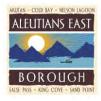
Premises PRIME LEASE ADA-08250

## Exhibit B[AB17] STATE OF ALASKA DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES CONSENT TO SUBLEASE

[Insert Upon Approval of the State of Alaska]

## EXHIBIT C Aleutians East Borough Passenger Terminal Building For Cold Bay Airport

## Resolutions



#### Agenda Statement

Date: March 3, 2021

To: Mayor Osterback and Assembly

From: Anne Bailey, Borough Administrator

Re: Resolution 21-38 authorizing the Mayor to purchase a tractor to maintain the King Cove Access Road in an amount not to exceed \$80,000.00

The Aleutians East Borough (Borough) is responsible for maintaining the King Cove Access Road, also commonly known as AEB Route #1. Per a Memorandum of Agreement (MOA), the City of King Cove (City) has agreed to accept the duty to perform regular maintenance services for the Road for Fiscal Year 2021. The City has assumed sole responsibility for performing all general maintenance activities required to keep the Road in a condition that is safe, navigable, and satisfactory to the Borough. Such maintenance activities shall include but are not be limited to: planning, scheduling, administration and logistics of maintenance activities; snow and ice removal; snow and ice control; removal of debris, rubbish and dead animals from the roadway, culvert and ditches; removal of roadside alders and other vegetation that may impair safe passage by users on the Road and the repair of potholes, minor rutting, waves, sags, humps, corrugations, raveling, alligator cracks, pitting and bleeding on an as-need basis, subject to the Borough's preapproval.

The City maintenance department has noted the need to purchase an alder-clearing tractor to clear the alders from the Road. The Borough has received a quote for a 2021 Kubota KX0404R3TP with a U.S. Mower and replacement blades in the amount of \$71,900.00 plus shipping.

If purchased the Borough would amend the FY2021 MOA, to allow the City to use the Borough-owned tractor to assist with the maintenance of the Road during Fiscal Year 2021. It will further permit the City to use the tractor to perform maintenance on the City's own roads. In turn, the City shall supply all labor, typical operating costs (i.e. fuel, lubricants, and minor repairs) and insurance (including collision, property, and liability). Any major repairs and/or mechanical problems which occur, and exceed \$1,000 to correct, and based upon a reasonable determination and explanation of no fault by the City, the Director shall be authorized to discuss with the Borough any reasonable cost sharing arrangement to collectively address this situation. The City

Maintenance Director shall insure the tractor will be maintained and operated consist with the same standards of care that the City provides for all of its Equipment Fleet. If needed the equipment, may be used in other communities.

The Borough has funds available in the Borough's AEB Hovercraft Proceeds account (line item E 20-867-210-972 Transportation) to pay for the tractor

#### RECOMMENDATION

Administration recommends approval of Resolution 21-38 authorizing the Mayor to purchase a tractor to maintain the King Cove Access Road in an amount not to exceed \$80,000.00.



#### **RESOLUTION 21-38**

## A RESOLUTION OF THE ALEUTIANS EAST BOROUGH ASSEMBLY AUTHORIZING THE MAYOR TO PURCHASE A TRACTOR TO MAINTAIN THE KING COVE ACCESS ROAD IN AN AMOUNT NOT TO EXCEED \$80,000.00

**WHEREAS**, the Aleutians East Borough (Borough) is responsible for maintaining the King Cove Access Road, also commonly known as AEB Route #1; and

**WHEREAS**, per a Memorandum of Agreement (MOA), the City of King Cove (City) has agreed to accept the duty to perform the regular maintenance services for the Road for Fiscal Year 2021; and

**WHEREAS**, the City has assumed the sole responsibility for performing all general maintenance activities required to keep the Road in a condition that is safe, navigable, and satisfactory to the Borough; and

**WHEREAS**, maintenance activities include but are not limited to: planning, scheduling, administration and logistics of maintenance activities, snow and ice removal/control; removal of debris; removal of roadside alders and vegetation and road repairs; and

**WHEREAS**, there is a need to purchase an alder-clearing tractor to clear the alders from the Road; and

**WHEREAS**, the Borough has received a quote for a 2021 Kubota KX0404R3TP with a U.S. Mower and replacement blades in the amount of \$71,900.00 plus shipping;

**WHEREAS,** the Borough has funds available in the Borough's AEB Hovercraft Proceeds account (line item E 20-867-210-972 Transportation) to pay for the tractor.

**NOW THEREFORE, BE IT RESOLVED**, the Aleutians East Borough Assembly authorizes the Mayor to purchase a tractor to maintain the King Cove Access Road in an amount not to exceed \$80,000.

PASSED AND ADOPTED by the Aleutians East Borough on this 11<sup>th</sup> day of March, 2021.

Alvin D. Osterback, Mayor

ATTEST:

Tina Anderson, Clerk

Witee	
TRACTOR &	EQUIPMENT

**ALEUTIANS EAST BOROUGH C/O JOE** 

9145 Silverdale Way NW Silverdale, WA 98383 (360) 692-9312

**BILL TO** 

3380 C ST #205

### TRACTOR & EQUIPMENT 45 Silverdale Way NW

## Date Salesperson 3/4/2021 DENNIS NICHOLS

**CASH** 

No.

#### **SHIP TO**

ORT	
-----	--

**BREMERTON** 

Invoice

907-497-2298	503				
		-			
YOUR ORDER No.	DATE SHIPPED	SHIPPED VIA	F.O.B. POINT	TERMS	

**COMMON CARRIER** 

<b>QUANTITY</b>	UNIT	DESCRIPTION	<b>UNIT PRICE</b>	TOTAL
	•	2021 KUBOTA KX0404R3TP		
1		S/N T.B.D.		\$62,100.00
		PRICE INCLUDES THUMB, Q/C, CAB, HEAT, AIR		
		12"DB, 24"DB 36"CB 6WAY BLADE 2X AUX HYDS.		
		USMOWER EX30		
1		S/N T.B.D.		\$8,500.00
2		REPLACEMENT BLADES FOR EX30		\$800.00
		FREIGHT TO PORT		\$500.00
		SALES TAX		
		0.00%		
		TOTAL		\$71,900.00
		BY SIGNING BELOW, CUSTOMER AGREES TO THE TERMS AND		•
		CONDITIONS OF THE SALE		
		l <sub>x</sub>		

#### **Thank You**

Sales Terms and Conditions.

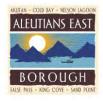
All invoices are to be paid in full prior to delivery or shipment.

This equipment is sold as is where is. As it is used equipment there are no guarantees or statutory warranties, expressed or implied, of fitness for a particular purpose or merchantability or otherwise of any nature whatsoever in respect to the above used equipment offered for sale. Specifically, there are no representations as to the actual date of manufacture of the equipment or the extent of prior use or hours the equipment was used.

Buyer acknowledges that he has had full opportunity to inspect the condition, age and hours of the equipment and any attachments prior to purchase. PLEASE NOTE: The above equipment may not be equipped with rollover protection or other available safety devices. Upon signature by Customer, acceptance of this order by Kitsap Tractor & Equipment, Inc., and Customer's receipt of the equipment, Customer assumes all liability regarding operation, use or risk of loss of the equipment.

This invoice, when signed by Customer and accepted by Kitsap Tractor & Equipment, Inc., embraces the entire agreement between you and the seller, and cannot be enlarged or varied in any respect by any oral representation.

6544



#### Agenda Statement

Date: March 3, 2021

To: Mayor Osterback and Assembly

From: Anne Bailey, Borough Administrator

Re: Resolution 21-39 authorizing the Mayor to purchase a TransFueler for the helicopter operations in Akutan in an amount not to exceed \$60,000.00

Maritime Helicopters, Inc. ("Maritime") provides helicopter transportation between Akun Island and Akutan. The United States of America Department of Transportation (USDOT) agreed to cover 50% of the helicopter expenditures between Akutan and Akun. In turn, the Borough entered into a Helicopter Services Agreement agreeing to pay for the remaining 50% of the EAS costs. Per this Agreement, the Borough also agreed to own and maintain the remote fuel systems including the fuel dispensing system.

The existing fuel truck is not working properly and needs to be replaced. The Borough would like to replace the fuel truck with a 1,500-gallon TransFueler. The Borough has received the attached quote in the amount of \$50,842.00 for a TransFueler DOT 406, which consists of a tank, trailer, aviation pump package, a steel locking cabinet enclosure and a 2kW generator. Shipping is estimated to be approximately \$6,000.00.

The Borough would pay for the TransFueler out of the Helicopter Operations Supply account (line item E 22-845-300-475). This line item will run at a deficit, which will be adjusted at year end.

#### RECOMMENDATION

Administration recommends approval of Resolution 21-39 authorizing the Mayor to purchase a TransFueler for the helicopter operations in Akutan in an amount not to exceed \$60,000.00.



#### **RESOLUTION 21-39**

# A RESOLUTION OF THE ALEUTIANS EAST BOROUGH ASSEMBLY AUTHORIZING THE MAYOR TO PURCHASE A TRANSFUELER FOR THE HELICOPTER OPERATION IN AKUTAN IN AN AMOUNT NOT TO EXCEED \$60,000.00

**WHEREAS**, Maritime Helicopters, Inc. provides helicopter transportation between Akun Island and Akutan; and

**WHEREAS**, the United States of American Department of Transportation (USDOT) agreed to cover 50% of the helicopter expenditures between Akutan and Akun.; and

**WHEREAS**, the Borough entered into a Helicopter Services Agreement agreeing to pay for the remaining 50% of the EAS costs; and

**WHEREAS**, the Borough also agreed to own and maintain the remote fuel systems including the fuel dispensing system; and

**WHEREAS**, the existing fuel truck is not working properly and needs to be replaced; and

**WHEREAS**, the Borough has received a quote in the amount of \$50,842.00 for a 1,500-gallon TransFueler that includes the tank, trailer, an aviation pump package, a steel locking cabinet enclosure and a 2kW generator;

WHEREAS, the shipping quote from Seattle to Akutan is approximately \$6,000.00; and

**WHEREAS,** the Borough would pay for the TransFueler out of the Helicopter Operations Supply account (line item E 22-845-300-475).

**NOW THEREFORE, BE IT RESOLVED**, the Aleutians East Borough Assembly authorizes the Mayor to purchase a TransFueler for the helicopter operations in Akutan in an amount not to exceed \$60,000.00.

PASSED AND ADOPTED by the Aleutians East Borough on this 11<sup>th</sup> day of March, 2021.

Alvin D. Osterback, Mayor

ATTEST:

Tina Anderson, Clerk

#### Quality Fuel Trailer and Tank, Inc.

4580 Klahanie Dr SE, #423 Sammamish, WA 98029 425-526-7566



#### **Estimate**

**ADDRESS** 

**Emil Mobeck** 

Aleutians East Borough

Sand Point, AK

SHIP TO

**Emil Mobeck** 

Aleutians East Borough

Sand Point, AK

**ESTIMATE** # 2291

**DATE** 01/25/2021

**EXPIRATION DATE 02/15/2021** 

SHIP VIA

LTL

**SALES REP** 

**EED** 

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
TFA 1500 DOT 406	TransFueler DOT 406 - 1,500 Gallon	1	43,965.00	43,965.00

#### **TANK**

- 10ga. 304 Grade Stainless Steel Tank, Baffles & Heads
- Baffled Per DOT406
- Standard Openings For Aviation
- 20" Betts Vented Manway
- Emergency Shut Off w/Remote Operator
- Stainless Steel Tank Supports
- Industrial Finish, Welds Cleaned & Polished

#### TRAILER DOT Rated 16k GVW

- Heavy Duty Steel Chassis
- Electric Brakes
- Brake Safety Breakaway System
- -16" Steel Wheels and ST Tires
- Adjustable Hitch (Choice of Ball or Pintle)
- Heavy Duty Jack
- Safety Chains
- DOT LED Lights
- Powder Coat Finish WHITE

#### **AVIATION PUMP PACKAGE**

#### **PUMP**

- GPI M-3025-CB-AV-PO 12v 25 Gallon Per Minute Aviation Rated Pump

#### **BATTERY KIT**

-12 Volt Battery w/Battery Box, Automatic Charger

#### **FILTER**

- FACET VF-21 Housing, Coalescer/Separator 1 Micron Cartridge. Filter Differential Pressure Gauge

Warranty: Because of the nature of our products, it is typically not feasible to return them to the manufacturer. We will ship needed parts, and pay for necessary warranty work done locally and arranged by the customer. Warranty covers manufacturing and assembly defects only and for one year from receipt. Warranty does not cover damage caused by user or units modified in any way by user.

	TOTAL		\$50	,842.00
Freight	Customer is responsible for offloading the unit(s) with a forklift or other equipment. Cost TBD	0	0.00	0.00
Generator	Add Generator: Honda 2kW	1	1,675.00	1,675.00
Cabinet LG	OPTIONAL: Steel Locking Cabinet Enclosure	1	2,190.00	2,190.00
Reel & Grounding Upgrade 100'	Upgrade fuel and grounding reels to 100'	1	2,615.00	2,615.00
Emergency Stop Switch	DECAL KIT - JET-A Emergency Stop Mushroom Switch, Installed	2	198.50	397.00
	SAFETY - Two 20# BC Certified Fire Extinguishers, Mounted - Ball Valve to Isolate Tank			
	SUMP - 1" Sump Drain Valve			
	FUEL LEVEL GAUGE - Tank Level Sight Gauge At-A-Glance			
	GROUNDING REEL - 50 Static Grounding Cable on Reel w/Grounding Clip			
	NOZZLE - OPW or EBW 295 Series Aviation Overwing Nozzle w/Dus Cap, 6.5' Grounding Cable, 100-mesh screen	st		
	HOSE & REEL - 50' x 1" Aviation Grade Certified Hose On Spring Rewind Reel w/Stainless Steel Internals			
	METER - GPI MR-5-30 Mechanical Meter			
ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT

Accepted By Accepted Date



#### Agenda Statement

Date: March 4, 2021

To: Mayor Osterback and Assembly

From: Anne Bailey, Borough Administrator

Re: Resolution 21-40 Authorizing the Mayor to negotiate and execute a two-year helicopter services agreement with Maritime Helicopters, Inc. to provide helicopter services between the Akutan Airport on Akun Island and the Community of Akutan and Committing the Borough to Pay Maritime an Amount Not to Exceed \$920,000 per year for these services

The Aleutians East Borough entered into a Co-Sponsorship Agreement between the City of Akutan, the Borough and the State of Alaska Department of Transportation and Public Facilities (ADOT&PF) for the Akutan Airport in January 2010 providing assurances to the FAA for federal construction funds and agreeing to operate the airport for at least 20 years. The Borough agreed to provide reasonable public access between the community of Akutan and the airport. The Borough tried to operate a hovercraft, which proved to be expensive and unsustainable and replaced service with a helicopter.

The Borough and Maritime Helicopters, Inc. ("Maritime") entered into a Helicopter Services Agreement dated November 22, 2013 to provide transportation between the village of Akutan on Akutan Island and the Akutan Airport located on Akun Island. This Agreement was extended to January 31, 2019. The Borough was subsidizing the helicopter operation at approximately \$1,500,000 which was unsustainable.

In 2019, the United States of America Department of Transportation (USDOT) agreed to cover 50% of the helicopter expenditures between Akutan and Akun. Maritime and USDOT entered into an agreement to provide essential air service between Akutan and Akun Island between February 1, 2019 through March 31, 2021. In turn, the Borough entered into a Helicopter Services Agreement agreeing to pay for the remaining 50% of the EAS costs reducing the Borough subsidy costs significantly.

In 2020, USDOT advertised the Akutan EAS. Maritime and USDOT will be entering into an agreement to provide essential air service between Akutan and Akun Island between April 1,

2021 and March 31, 2023. The Borough is anticipating paying \$905,429.00 to Maritime for Year 1 and \$914,240.00 to Maritime for Year 2.

The Borough will be providing the following services to Maritime throughout the life of the operation:

- Skiff Charter Services: Transportation to and from the hangar located at the head of the Bay.
- Hangar Fee: Fee for Maritime storing the helicopter in the hangar.
- Helicopter Fuel Charge: The Borough will provide helicopter fuel for the operation.

For Year 1 and Year 2, it is anticipated that the Borough will invoice Maritime for the charter fee, fuel and the hangar as follows:

Skiff Charter Fee: \$11,250.00 monthly or \$135,000 annually (flat fee)

Hangar Fee: \$4,100.00 monthly or \$49,200.00 annually (flat fee)

Helicopter Fuel Charge: \$189,924.00 will be charged on a per gallon basis

TOTAL \$374,124.00 annually

Based off this, the Borough's overall subsidy for Year 1 will be approximately \$531,305.00 and for Year 2 will be approximately \$540,116.00. Plus, some additional costs necessary to complete the helicopter operation.

Please note that these costs are estimates because there may be some fluctuation on helicopter fuel charges and some other unanticipated expenditures that we have not accounted for during the transition and throughout the continued operation of the helicopter service.

#### RECOMMENDATION

Administration recommends approval of Resolution 21-40 authorizing the Mayor to negotiate and execute a two-year helicopter services agreement with Maritime Helicopters, Inc. to provide helicopter services between the Akutan Airport on Akun Island and the Community of Akutan and Committing the Borough to pay Maritime an amount not to exceed \$920,000 per year for these services.



#### **RESOLUTION 21-40**

A RESOLUTION OF THE ALEUTIANS EAST BOROUGH ASSEMBLY AUTHORIZING THE MAYOR TO NEGOTIATE AND EXECUTE A TWO-YEAR HELICOPTER SERVICES AGREEMENT WITH MARITIME HELICOPTERS, INC. TO PROVIDE HELICOPTER SERVICES BETWEEN THE AKUTAN AIRPORT ON AKUN ISLAND AND THE COMMUNITY OF AKUTAN AND COMMITTING THE BOROUGH TO PAY MARITIME AN AMOUNT NOT TO EXCEED \$920,000 PER YEAR FOR THESE SERVICES

WHEREAS, the Aleutians East Borough ("Borough") entered into a Co-Sponsorship Agreement between the City of Akutan, the Borough and the State of Alaska Department of Transportation and Public Facilities (ADOT&PF) for the Akutan Airport in January 2010 providing assurances to the FAA for federal construction funds and agreeing to operate the airport for at least 20 years; and

**WHEREAS**, the Borough agreed to provide reasonable public access between the community of Akutan and the airport; and

**WHEREAS**, the Borough tried to operate a hovercraft, which proved to be expensive and unsustainable and was replaced by a helicopter; and

**WHEREAS**, the Borough and Maritime Helicopters, Inc. ("Maritime") entered into a Helicopter Services Agreement dated November 22, 2013 to provide transportation between the village of Akutan on Akutan Island and the Akutan Airport located on Akun Island, which ended January 31, 2019; and

**WHEREAS**, the Borough had subsidized the helicopter operation at approximately \$1,500,000 per year, which was unsustainable; and

**WHEREAS**, in 2019, the United States of American Department of Transportation (USDOT) agreed to cover 50% of the helicopter expenditures between Akutan and Akun; and

**WHEREAS,** Maritime and USDOT entered into an agreement to provide essential air service (EAS) between Akutan and Akun between February 1, 2019 through March 31, 2021; and

**WHEREAS,** the Borough agreed to pay for the remaining 50% of the EAS costs reducing the Borough subsidy significantly; and

**WHEREAS**, in 2020 USDOT advertised the Akutan EAS and Maritime and USDOT are in the process of entering into an agreement to provide essential air service between Akutan and Akun Island between April 1, 2021 through March 31, 2023; and

**WHEREAS**, the Borough would pay to Maritime the remaining 50% of the EAS costs reducing the Borough subsidy costs significantly.

**NOW THEREFORE, BE IT RESOLVED**, the Aleutians East Borough Assembly authorizes the Mayor to negotiate and execute a helicopter services agreement with Maritime to provide helicopter services between the Akutan Airport on Akun Island and the community of Akutan;

**NOW THEREFORE, BE IT FURTHER RESOLVED**, the Aleutians East Borough Assembly commits to paying Maritime an amount not to exceed \$920,000 per year for these services.

2021.	PASSED AND ADOPTED	by the Aleutians	East Borough on	this 11 <sup>th</sup> day o	of March
Alvin	D. Osterback, Mayor				
ATTE	EST:				
Tina A	Anderson, Clerk	_			

#### HELICOPTER SERVICES AGREEMENT

The Helicopters Services Agreement ("Agreement") is entered into this <u>day of</u>, 2021 ("Effective Date"), by and between Maritime Helicopters, Inc. ("Maritime") and the Aleutians East Borough ("AEB"), a Second Class Borough of the State of Alaska, collectively referred to as "the Parties."

#### **RECITALS**

- A. Maritime has entered into an agreement with the United States of America Department of Transportation ("USDOT Agreement"), dated \_\_\_\_\_\_, hereafter incorporated by reference, to provide Essential Air Service ("EAS"), pursuant to 49 USC § 41731 et seq., at Akutan, AK.
- B. Should the terms of this document conflict with that USDOT Agreement, the USDOT Agreement shall govern, superseding incompatible terms that do not alter the material terms of the Agreement or the integral and substantive nature of the services contracted for herein.
- C. Maritime will provide Essential Air Services between a ramp located on Akutan to the Akutan Airport located on Akun Island, as depicted on the route plan set forth on Exhibit A (the "Plan").
- D. The AEB will pay 50% of the EAS costs for the services provided by Maritime, as set forth in the US DOT Agreement, and any additional services as agreed to, pursuant to the fee schedule incorporated herein as Exhibit B.
- E. The AEB will also provide support services to Maritime for operations in accordance with the terms of this Agreement.

This Agreement shall supersede any and all previous offers and counter-offers, either oral or written. If this Agreement is not signed by all parties, it shall not represent a binding agreement.

#### AGREEMENT

#### 1. Term.

- a. <u>Term.</u> The term of this Agreement begins on April 1, 2021 and ends March 31, 2021.
- b. <u>Termination of Convenience by AEB</u>. The AEB may terminate this Agreement for any reason with ninety (90) days' prior written notice to Maritime. If AEB terminates this Agreement pursuant to this Section, AEB will be responsible for any portion of the compensation owed to Maritime for any Services rendered through the termination date.

- c. Termination for Material Change of Circumstances.
  - (i) If the US DOT unilaterally, either partially or completely, terminates or reduces payment for service or changes service requirements in Akutan under their Order, then, at the end of the period for which USDOT does make payments in the stipulated amounts or at the stipulated service levels, Maritime may cease to provide service to Akutan without regard to any requirement notice of such cessation, and this Agreement shall be terminated effective immediately.
  - (ii) The USDOT may locate and select a replacement carrier to provide service between Akutan and Akun. This Agreement shall terminate accordingly, upon the release of Maritime from its obligation to provide services under the USDOT Agreement.
  - (iii) In the event of funding to AEB is withdrawn, reduced or limited in any way after the effective date of this Agreement and prior to normal completion, AEB or Maritime may terminate the Agreement, reduce services or funding, or re-negotiate subject to those new funding conditions.
- d. This Agreement is contingent upon Assembly approval. This Agreement also is contingent upon annual funds being approved by the Assembly. In the event that annual funds are not appropriated, this Agreement shall be terminated. Again, this must be agreed to and tied to for the duration of the USDOT contract.
- e. <u>Termination for Breach</u>. Notwithstanding the above termination sections, either party may terminate this Agreement for breach or default of the other party, including non-payment for services, by providing thirty (30) days' written notice to the breaching party. If the breaching party does not cure the breach or default within the thirty (30) day period, the non-breaching party may thereafter terminate this Agreement at any time, effective immediately, and has no obligation to accept an attempted cure by the breaching party. A party's right to terminate pursuant to this Section 1.d. is not exclusive and is in addition to any other legal or equitable remedies accorded that party under applicable law.
- 2. <u>Services</u>. Maritime agrees to perform the following services throughout the term of this Agreement:
  - a. <u>Essential Air Service</u>. Operate the Helicopter to provide Essential Air Service between the community located on Akutan Island the airport located on Akun Island and comply with all aspects outlined in the United States of American Department of Transportation Order, and in accordance with 49 USC § 41731 et seq.

- b. At Maritime's discretion, be available to operate the helicopter for other missions (i.e. medevacs).
- c. At Maritime's discretion, conduct mail transport services between the Akutan Airport and the City of Akutan. Coordination with Grant Aviation and U.S. Postal Service is required.
- d. Lodging. Maritime shall be responsible for all costs related to lodging for Maritime Personnel.
- e. Communication. Maritime shall make internet and cell phone service available to the helicopter crew in order to effectively coordinate with EAS and other transportation needs.
- f. Fare Schedule, Fare Revenue, and Ticketing. Maritime shall establish the fare schedule and be responsible for ticketing and fare collection.
- g. Be responsible for communications with the AEB. Upon request, Maritime shall provide the AEB routine administrative reports, including flight hours, passenger count, freight totals and mail weight carried.
- h. If Maritime contemplates any such changes beyond the scope of the USDOT Order or this Agreement during the applicable period of rates, Maritime must notify the AEB in writing and receive written approval from the AEB to be ensured of full compensation.

#### 3. AEB Responsibilities:

- a. <u>Fuel</u>. The AEB shall provide fuel for the helicopter operation.
  - 1) The AEB shall own and maintain the remote fuel systems including the fuel dispensing system.
  - 2) The AEB shall be responsible for all permits and fees associated with the remote fuel system.
  - 3) The AEB shall provide Jet A, Jet A-1, Jet B, DP-4, JP-5 or JP-8 as specified by the helicopter engine manufacturer of Maritime for helicopter operations. The AEB will bill Maritime as follows for Years 1 and 2: Hours flown X 38 hours per gallon X \$8.33 per gallon.
  - 4) The AEB may request assistance from Maritime to maintain fuel filters and the fuel system at the AEB's cost, preauthorization for any expense must be approved in advance.

- b. <u>Transportation</u>. The AEB shall provide transportation for the Maritime personnel between Akutan and the Helicopter hangar located at the head of Akutan Bay for a fee. The AEB will invoice Maritime \$11,250 monthly or \$135,000.00 annually for Year 1 and Year 2 for transportation services.
- c. <u>Hangar Usage</u>. The Borough owns and maintains the Helicopter hangar at the head of Akutan Bay. The Borough shall lease space to Maritime for usage of the hangar for helicopter operations. The AEB will invoice Maritime \$4,100.00 monthly or \$49,200.00 annually for Year 1 and Year 2 as outlined in the lease to be later negotiated and attached as Exhibit C and hereinafter incorporated by reference.
- d. <u>AEB Owned Equipment.</u> The AEB owns an all-terrain vehicle (ATV) located at the hangar and an ATV and trailer located in the community of Akutan that can be used by Maritime personnel for helicopter operations at its own risk. Maritime is responsible to insure the ATV under its commercial general liability insurance. A separate use agreement will be presented to Maritime specifying equipment availability. This will be attached as Exhibit D.

#### 4. Compensation.

- a. <u>AEB Payments</u>. Per this Agreement, the AEB agrees to pay Maritime a monthly rate of \$75,453.25 for the period from April 1, 2021 through March 31, 2022 ("Year One") totaling \$905,439.00 for Year One and a monthly rate of \$76,186.66 for the period from April 1, 2022 through March 31, 2023 ("Year Two") totaling \$914,240.00 for Year Two for the services as set forth in this Agreement.
- b. <u>Maritime Payments</u>. Per this Agreement, Maritime agrees to pay AEB a monthly payment for fuel, transportation and hangar usage services. Hangar usage will be addressed in a separate lease agreement, attached as Exhibit C and hereinafter incorporated by reference.

#### c. Invoices; Payment.

- (i) Maritime shall provide monthly invoices not later than the tenth (10<sup>th</sup>) day of each month. The AEB shall pay Maritime all amounts due within thirty (30) days of receipt of the monthly invoice. A service charge of one and one-half percent (18% real interest per annum) may be assessed on the balance of all accounts over thirty (30) days.
- (ii) AEB shall provide monthly invoices not later than the tenth (10<sup>th</sup>) day of each month for fuel, transportation and hangar usage services provided the previous month. Maritime shall pay the AEB all amounts within thirty (30) days of receipt of the monthly invoice. A service charge of one and one-half percent (18% real interest per annum) may be assessed on the balance of all accounts over thirty (60) days.
- d. <u>Taxes</u>. Published tariff rates are exclusive of any federal excise taxes (FET), state or local government or special use taxes, landing fees, or permit costs incurred during

the course of helicopter services paid by the customer. All such charges shall be the responsibility of Maritime. No taxes or landing fees are anticipated at this time.

- e. <u>Books & Records</u>. During the term of this Agreement and for one (1) year thereafter, Maritime shall keep copies of all books and records related to amounts Maritime requests to be paid for services. Maritime agrees to provide copies, or permit examination, of records related to the invoicing and payment for services under this Agreement, upon reasonable request and notice by the AEB for the purposes of its annual audit.
- f. Reports. During the term of this Agreement, Maritime shall provide the AEB a report of the services upon request by the AEB, as in section 2(g), above.

#### 5. Confirmation of Relationship.

Maritime is an independent contractor providing services to AEB under this Agreement. The provisions of this Agreement shall not be construed to establish any form of partnership, agency or other joint venture of any kind between AEB and Maritime, not to constitute either Party as the agent, employee or legal representative of the other. All persons furnished by Maritime to accomplish the intent of this Agreement shall be considered solely Maritime's employees or agents and Maritime shall be solely responsible for compliance with all laws, rules and regulations involving, among other things, employment of labor, hours of labor, working conditions, workers' compensation, payment of wages, and withholding and payment of all applicable taxes of any nature.

Likewise, all property, improvements, infrastructure or other implements owned or provided by the AEB will remain the property of AEB and any AEB employee assigned to assist or serve the purposes of this contract will remain under the control of AEB.

#### 6. Representations and Warranties.

- a. AEB Representations and Warranties. AEB represents and warrants to Maritime that: (i) AEB has the necessary authority to enter into this Agreement and carry out its obligations hereunder; (ii) AEB has all license, permits and authorizations necessary for operations under this Agreement; and (iii) AEB shall comply with all applicable laws, rules, regulations and orders of any governmental authority in its performance under this Agreement.
- b. <u>Maritime Representations and Warranties</u>. Maritime represents and warrants to AEB that: (i) Maritime has the necessary authority to enter into this Agreement and carry out its obligations hereunder; and (ii) Maritime and its employees possess all licenses, permits, and authorizations necessary to operate in accordance with this agreement; (iii) Maritime carries the insurance as required in Section 8 of this Agreement below; and (iv) Maritime shall comply with all applicable laws, rules, regulations and orders of any governmental authority in its performance under this Agreement.

#### 7. Indemnification.

- a. <u>AEB Indemnification</u>. Except to the extent arising out of Maritime's negligence or willful misconduct, AEB shall, to the fullest extent of the law, indemnify, defend and hold harmless Maritime, its personnel, employees, contractors, officers, agents, managers, members, and representatives, from and against any and all damages, liabilities, penalties, fines, losses, costs and expenses, including reasonable attorney's fees (collectively, "Losses") arising from or relating to any third-party claims or actions based on breach of any of the representations or warranties set forth in Section 6 (a) above.
- b. <u>Maritime Indemnification</u>. Maritime shall, to the fullest extent of the law, indemnify, defend and hold harmless AEB, its personnel, employees, contractors, officers, agents, managers, members, and representatives, from and against any and all Losses arising from or relating to (a) any third party claims or actions based on Maritime's negligence or willful misconduct in performing its obligations under this Agreement; or (b) breach or any of the representations or warranties set forth in Section 6 above.
- c. Notification, Rights and Cooperation. The indemnified Party agrees to give the indemnifying Party prompt written notice of any claim subject to indemnification; provided that an indemnified Party's failure to promptly notify the indemnifying Party shall not affect the indemnifying Party's obligations hereunder, except to the extent that the delay prejudices the indemnifying Party's ability to defend the claim. The indemnifying Party shall have the right to conduct the defense of any claim with counsel of its own choosing and to settle the claim as the indemnifying Party deems appropriate, provided that the indemnifying Party shall not enter into any settlement that adversely affects the indemnified Party's rights without the indemnified Party's prior written consent. The indemnified Party agrees to reasonably cooperate with the indemnifying Party in the defense and settlement of any claim, at the indemnifying Party's expense.
- 8. <u>Insurance</u>. Without limiting Maritime's indemnification, it is agreed that Maritime shall purchase at its own expense and maintain in full force at all times during the performance of services under this Agreement, the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If Maritime's policy contains higher limits, the Borough shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the Borough prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with a material breach of this contract and shall be grounds for termination of Maritime's services. All insurance policies shall comply with, and be issued by insurers licensed to transact all business of insurance under Alaska Statute Title 21.

Maritime shall at its expense procure and maintain in full force and effect, the following insurance coverage during the Term or any extended Term of this Agreement:

- a. <u>Aircraft Hull & Liability Insurance</u>. Aircraft Hull & Liability and Aviation General Liability in an amount not less than \$25,000,000 per occurrence, including Passenger Liability.
- b. Workers' Compensation Insurance. Maritime shall provide and maintain, for all employees engaged in work under this Agreement, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations, including but not limited, to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the Borough.
- c. <u>Commercial General Liability Insurance</u>. Maritime shall have commercial general liability insurance that covers all business premises and operations used by Maritime in the performance of services under this Agreement with minimum coverage limits of \$1,000,000 combined single limit per occurrence.
- d. <u>Automobile Liability Insurance</u>. Maritime shall have auto liability (bodily injury and property damage) in an amount not less than \$1,000,000 combined single limit extending to owned, non-owned, and hired vehicles.
- e. With the exception of Workers' compensation insurance, AEB shall be named as an additional named insured on Maritime's insurance policies. Maritime's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources. All policies shall include provisions denying such respective insurer the right of subrogation and recovery against AEB. Such policies shall also provide for severability of interests and that an act or omission of one of the named insureds which would void or otherwise reduce coverage shall not reduce or void the coverage as to any insured, and shall afford coverage for all claims based on acts, omissions, injury or damage which occurred or arose (or the onset of which occurred or arose) in whole or in part during the policy period.
- f. Maritime's liability for damages or loss to customer cargo shall in all events be limited to the amount of insurance coverage with regard to such risks of loss, which Maritime has in effect at the time of such loss.
- 9. <u>Dispute Resolution</u>. If a dispute or claim arises under this Agreement the AEB Administrator and Maritime Director of Operations, shall use good faith efforts to resolve the Dispute within ten (10) business days after receipt of a Dispute notice. If the Parties' senior business representatives are unable to resolve the Dispute, or agree on the appropriate corrective action to be taken, within the ten (10) business day period, then the Parties shall submit the Dispute to a mediator mutually agreed upon. The costs of mediation shall be equally borne by the Parties and shall be conducted in the Third Judicial District at Anchorage, Alaska. Any judicial action arising out of this Agreement shall be brought in the Third Judicial District of the State of Alaska.

Pending resolution of the Dispute, both Parties shall continue to perform their respective, undisputed responsibilities under this Agreement, unless the Agreement is otherwise

terminated herein. Nothing contained in this Section will limit or delay the right of either Party to seek injunctive relief where in such Party's sole opinion the absence of such relief would cause irreparable harm to such Party.

- 10. Governing Law. This Agreement is governed by the laws of the State of Alaska.
- 11. <u>Assignment</u>. The Parties may not assign or transfer this Agreement, in whole or in part, without the other Party's prior written consent. Any assignment in contravention of this provision will be null and void. This Agreement will be binding on all permitted assignees and successors in interest.
- 12. Entire Agreement/Amendments. This Agreement, together with all exhibits that are attached hereto, represents the entire agreement of the Parties regarding the subject matter described herein, and all other promises, representations, understandings, arrangements and prior agreements related thereto are merged herein and superseded hereby. The provisions of this Agreement may not be amended except by an agreement in writing signed by authorized representatives of both Parties referencing this Agreement and stating their intention to amend this Agreement.
- 13. <u>Notices</u>. Except as may be otherwise set forth herein, all notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given: (i) on the day of delivery when delivered in person to the Party's designated representative(s) for receipt of notices; (ii) on the date three (3) days after mailing if mailed by registered or certified mail; or (iii) on the next day if delivered by overnight courier to the Party. To be effective, all notice must be sent to the following addresses to the attention of the person(s) or position(s) identified:

#### If to Maritime:

Maritime Helicopters, Inc. Attn: Director of Operations 3520 F.A.A. Road Homer, AK 99603

#### If to AEB:

Aleutians East Borough Attn: Borough Administrator 3380 C Street, Suite 205 Anchorage, AK 99503

Such addresses may be changed by notice given by one Party to the other pursuant to this section.

14. <u>Severability</u>. If any provision of this Agreement is invalid or unenforceable in any jurisdiction, the other provisions herein will remain in full force and effect in such

jurisdiction and shall be liberally construed to effectuate the purpose and intent of this Agreement; and the invalidity or unenforceability of any provision of this Agreement in any jurisdiction, will not affect the validity or enforceability of any such provision in any other jurisdiction.

- 15. <u>Waiver of Breach</u>. The waiver of any breach of any provision of this Agreement shall be effective only if in writing. No such waiver shall operate or be construed as a waiver or subsequent breach.
- 16. <u>Interpretation</u>. As used in this Agreement, including Statements of Work, the use of the term "including" is illustrative and not limiting. In this Agreement the word "may" means "has discretion to or is permitted to." The word "shall" means "has a duty to."
- 17. <u>Counterparts</u>. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall considered one and the same Agreement.
- 18. Force Majeure. No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from the following force majeure event ("Force Majeure Events"):

  (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; and (i) other similar events beyond the reasonable control of the Party impacted by the Force Majeure Event (the "Impacted Party").
- 19. <u>Construction</u>. This Agreement has been negotiated by the parties and their respective legal counsel, and the parties specifically agree that any legal or equitable principles that might require the construction of this Agreement or any provision of this Agreement against the party drafting will not apply in any construction or interpretation of this Agreement.

The Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

MADITIME HELICOPTEDS INC

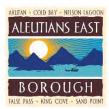
ALEUTIANS EAST BURUUGH		
By:		
(signature)		
Name:		
(printed)		
Title:		

Date Signed:	Date Signed:

### **OLD BUSINESS**

NONE

## **New Business**



#### **MEMORANDUM**

To: Mayor Osterback and Assembly

From: Anne Bailey, Borough Administrator

Date: February 23, 2021

Re: Quarter 4 – Aleutians East Borough Strategic Plan Update

The Aleutians East Borough (Borough) conducted a Planning Work Session on December 10 and 11, 2019, to help identify projects and initiatives that would be included on the Borough's Strategic Plan. Representatives from the communities, outside stakeholders, and members of the public were in attendance and actively engaged in conversations about the Borough's role in community projects.

Mayor Osterback, staff, and PGS consultants defined which projects would be part of the Borough's strategic plan for one year beginning March 1, 2020 and ending February 28, 2021 based on the information shared to the Assembly during the work session. Many of the projects identified on the plan are currently being pursued or actively being completed. The plan also defines project leads, quarterly project outcomes, and year-end targets. This will ensure accountability and transparency through the next year of project activities. The Assembly approved Resolution 20-47 at the February 13, 2020 Assembly meeting, which approved the projects and initiatives identified on the Borough Strategic Plan.

Due to COVID-19 and a shift in workloads, many of the items from this year's strategic plan were moved to the March 1, 2021 to February 28, 2022 strategic planning cycle. That being said, many items were completed or partially completed throughout the year. The include the following:

#### • Fisheries Advocacy 2020

- o A.1.1 Sideboard Response Plan Completed Completed
- o A.1.2 Stakeholder Engagement Initiated Completed
- o A.1.3 Limited Entry Options Researched Completed
- o A.1.4 Funding Needs Assessed Completed
- o A.1.5 Limited Entry White Paper Completed Completed
- o A.1.6 State Water Options Researched Completed
- o A.1.7 Federal Fisheries Advocacy Defined Completed

- o A.1.8 Funding Allocated Completed
- o A.1.9 State water options white paper Completed
- o A.1.10 Borough stance on limited entry established Completred

#### Fisheries Research

- o A.2.1 Potential Funding Sources Identified Completed
- o A.2.2 Funding for Tagging Study Obtained Completed
- o A.2.3 Field work for tagging study completed Partially Completed
- o A.2.4 Tagging Proposal & Expectations Finalized Completed
- o A.2.5 Potential List of Projects/Proposals/Issues Created Partially Completed
- o A.2.6 Survey Project Proposal & Budget Developed Partially Completed

#### Board of Fisheries

- o A.3.1 BoF Options Researched Completed
- o A.3.2 BoF Options Considered Completed
- o A.3.4 BoF action plan(s) initiated Completed
- o A.3.5 BoF action monitored Completed

#### • Government & Policy Advocacy

o B.1.6 State & Federal legislative agenda defined - Completed

#### • Airline Advocacy

- o B.2.1 EAS Compliance Expectations Established Completed
- o B.2.2 Airline Impact Narrative Initiated Completed
- o B.2.3 EAS Compliance Assessment Completed

#### Marine Infrastructure

- 1. Akun Dock & Breakwater
  - o C.1.1 Feasibility Options Researched Completed
  - o C.1.2 Partnerships Established Completed
  - o C.1.3 Feasibility Option Selected Completed
  - o C.1.4 Funding Secured Completed

#### 2. Nelson Lagoon Dock Repair

- o C.2.1 Additional Funding secured Completed
- o C.2.2 Notice to proceed delivered Completed
- o C.2.3 Dock repair initiated Completed

#### • Diversification of Natural Resources

- o D.1 Permit Design for ESA Amended Completed
- o D.2 Akutan/AEB Mariculture Plan Completed
- D.3 Equipment & Gear Needs Identified & Acquisition Plan Created Partially Completed
- D.4 Potential Alternative Natural Resource Opportunities Identified Partially Completed
- o D.6 Stakeholder Outreach Strategy Identified Completed

o D.8 Stakeholder Outreach Strategy Executed – Partially Completed

#### • Cold Bay Clinic

- o E.1 Bid Documents Completed Completed
- o E.2 Bid Package Advertised Completed
- o E.4 DOT Building Permit issued Completed

#### Sand Point School

- o H.1 Draft narrative report initiated Completed
- H.2 Concept design Completed
- o H.3 Cost estimate initiated Completed
- o H.4 Cost estimate completed Completed
- o H.5 Application package finalized Completed
- o H.6 Application package submitted Completed

#### Harbor Float System

- o J.1 Grant opportunities researched Completed
- o J.3 Funds needs assessed Completed
- o J.4 Grant writer hired Completed
- o J.5 Funding appropriated Completed
- o J.6 Grant application initiated Completed
- o J.7 Grant application submitted COmpleted

#### • HR Tools (Employee Handbook)

o 1.2.1 Employee Handbook Travel Policy Completed - Completed

#### • Policy & Procedure Consistency

- o 2.1 Employee Policies & Procedures Inventoried Completed
- o 2.2 Borough Policies & Procedures Inventoried Completed
- o 2.3 Needed Changes Identified Completed

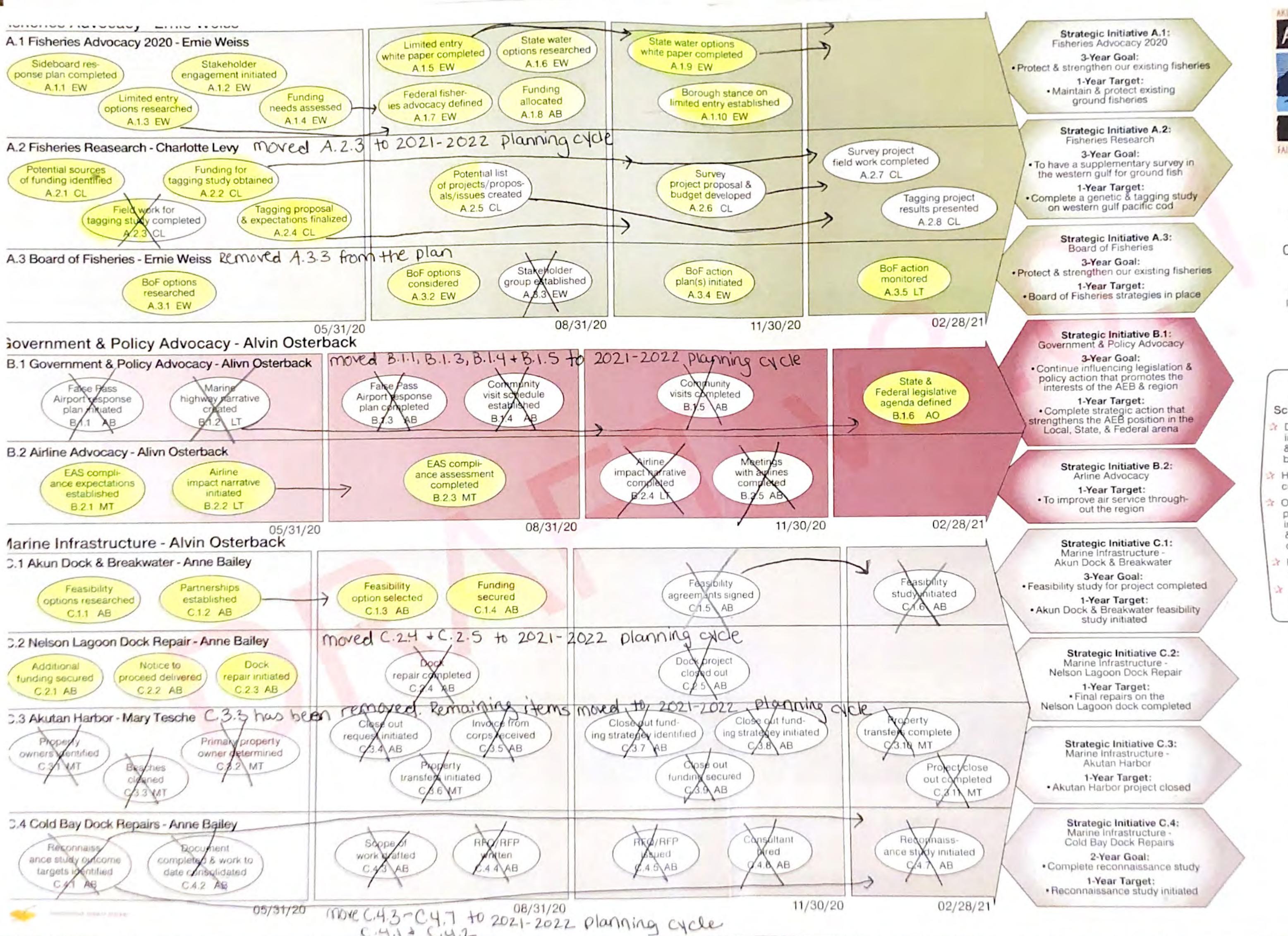
#### • Borough Property Maintenance Policy & Procedure

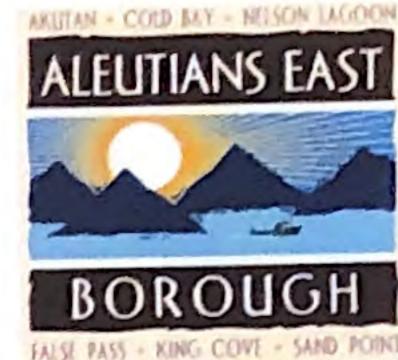
o 3.1 Borough Maintenance Process Assessed – Partially Completed

#### PR & Marketing Assessed

o 4.1 Marketing & Media Assessed - Completed

An overview of the work accomplished during the 2020-2021 planning cycle can be found on the attached Vision Navigation Chart.





Vision Navigation® Chart #1 03/01/20 - 02/28/21

### Purpose:

To ensure the standard of living, well-being & future of our communities

## Our Vision:

Healthy People, Healthy Schools, Healthy Communities

- Diversification of industry including our natural resources & community flexibility for borough stability
- Healthy people with a strong cultural identity
- Our schools & community are providing quality education including secondary education & vocational skills within the communities
- Planned infrastructure projects completed
- Availability, utilization & development of connectivity (physical & electronic)

TA Tina Anderson

AB Anne Balley

CL Charlotte Levy

AO Alvin Osterback

LT Laura Tanis

MT Mary Tesche

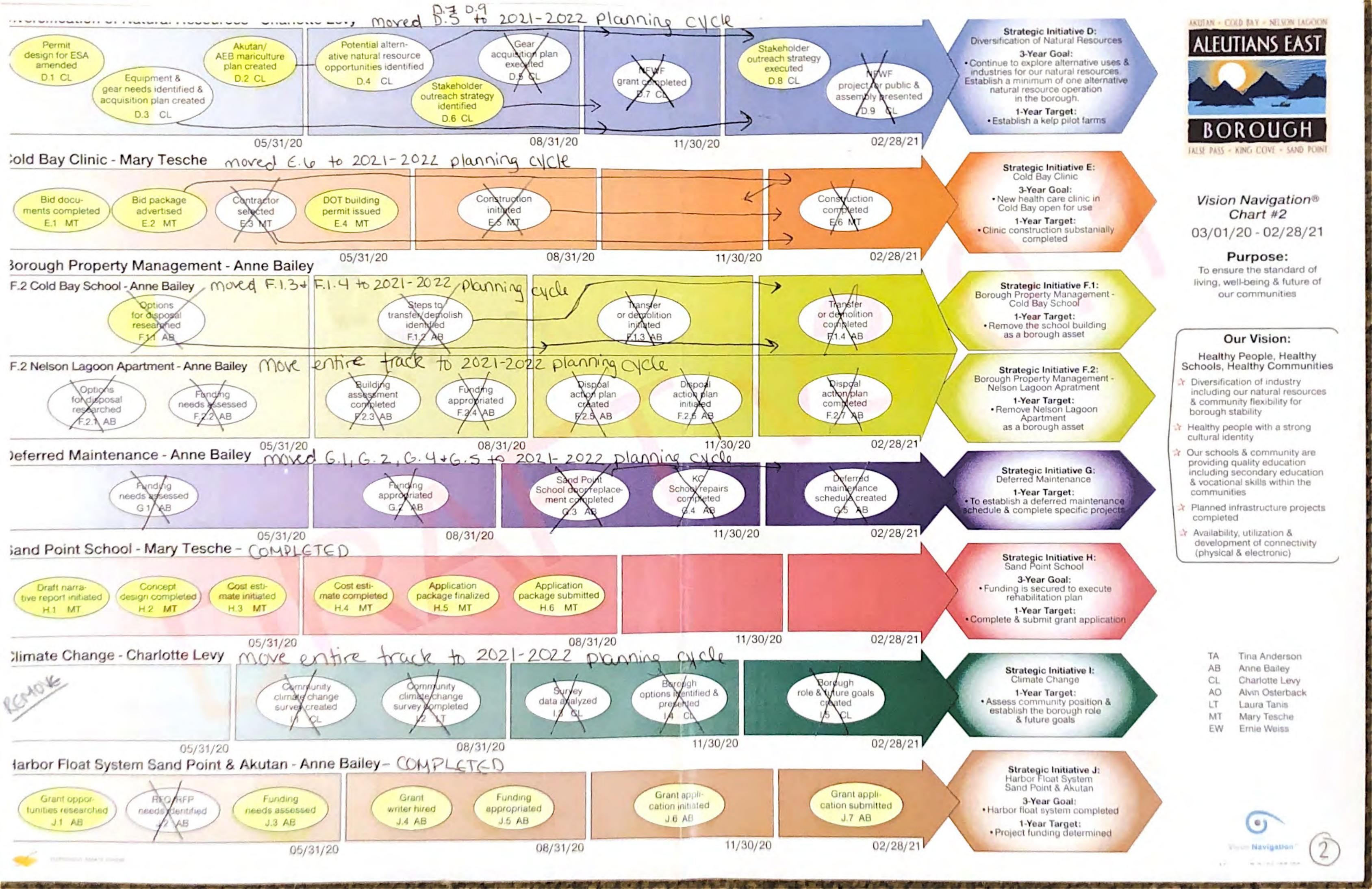
W Ernie Weiss

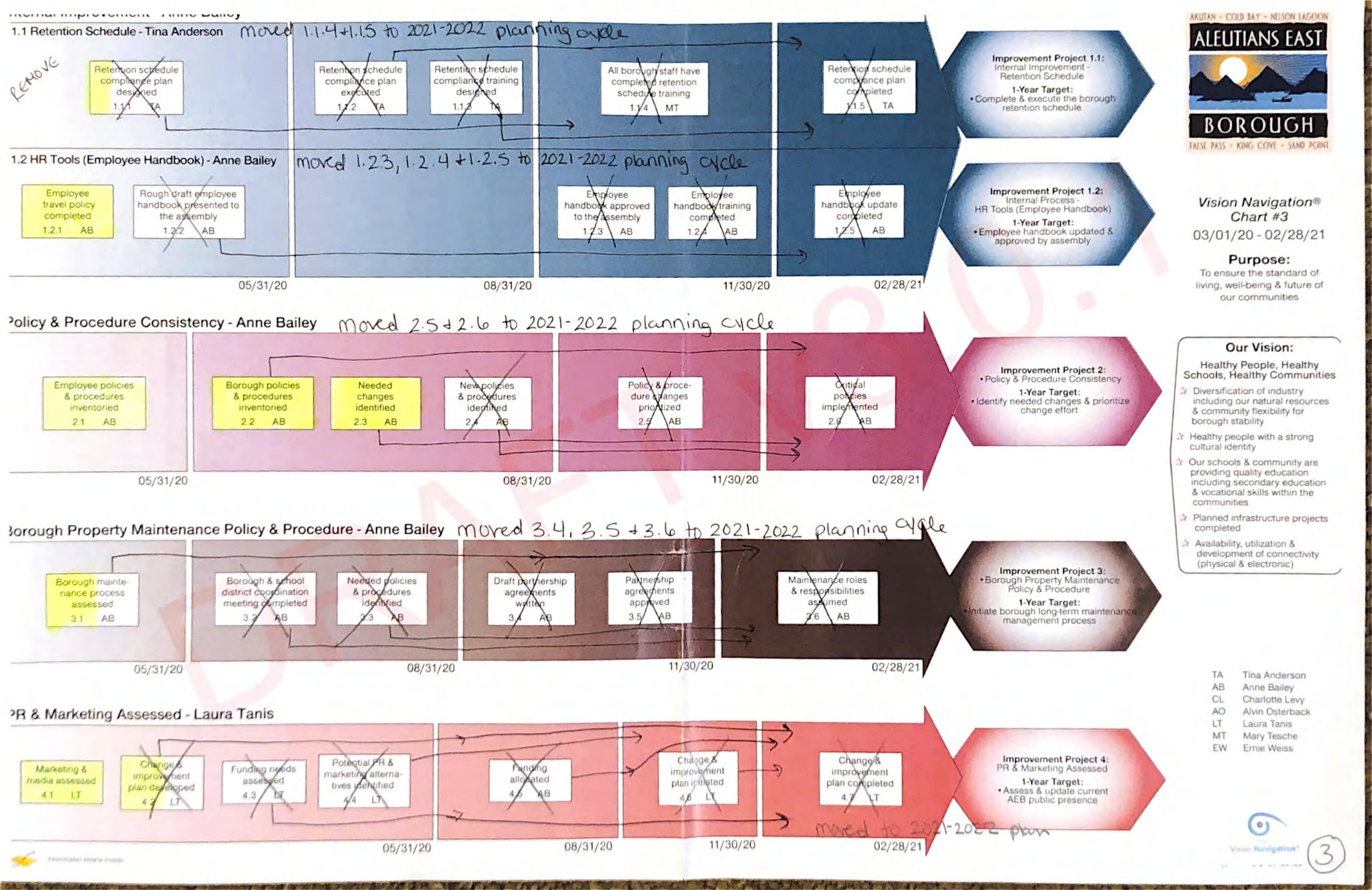
2/23/2020



Ver Navigation







## **REPORTS AND UPDATES**



To: Honorable Mayor Osterback and AEB Assembly

From: Anne Bailey, Borough Administrator

Subject: Assembly Report Date: March 4, 2021

#### **CARES Act Funding Update**

#### **Summary of Funding**

The Aleutians East Borough has received the \$3,723,853.74 in CARES Act funds from the State of Alaska. As of February 28, 2021, the Borough has expended \$2,709,421.47 in CARES Act funds, which leaves a balance of \$1,014,432.27 to be spent. \$158,207.05 of these funds are appropriated to complete existing appropriations and \$856,225.22 are available for reappropriation. An overview of CARES Act funds expenditures through February 28, 2021 can be found below:

#### **Borough CARES Act Funding Program Allocations**

Borough CARES Act Expenditures	Funding Appropriated	Funding Spent	Funding Remaining
EAES Program	\$1,207,026.00	(\$467,964.46)	\$739,061.54
Non-Profit & Civic Organization Program	\$100,000.00	(\$100,000.00)	\$0.00
Cold Bay Community Center Conversion	\$400,000.00	(\$288,768.04)	\$111,231.96
PPE and Cleaning Supplies	\$25,000.00	(\$23,364.75)	\$1,635.25
Payroll	\$190,664.80	(\$188,969.57)	\$1,695.23
Legal Fees	\$90,000.00	(\$72,277.40)	\$17,722.60
Telephone	\$2,748.15	(\$2,748.15)	\$0.00
AML	\$2,500.00	(\$2,500.00)	\$0.00
KSDP	\$70,237.31	(\$70,237.31)	\$0.00
Election	\$3,242.70	(\$3,242.70)	\$0.00
Southwest Governments	\$3,029.10	(\$3,029.10)	\$0.00
Air Purification Systems – SP and KC	\$100,000.00	(\$82,489.00)	\$17,511.00
Postponement or Revision of Projects	\$350,204.50	(\$325,853.13)	\$24,351.37
EAT	\$152,894.14	(\$152,894.14)	\$0.00

Food Distribution Program	\$1,000,000.00	(\$900,347.32)	\$99,652.68			
Telework Reimbursement Program	\$9,000.00	(\$7,429.36)	\$1,570.64			
Air Purification – FP and Akutan	\$14,189.35	(\$14,189.35)	\$0.00			
Cold Bay Benches	\$3,117.68	(\$3,117.68)	\$0.00			
TOTAL	\$3,723,853.74	(\$2,709,421.47)	\$1,014,432.27			
Appropriated to complete existing appropriations \$158,207.05						

Funds available for reappropriation \$856,225.22

- Borough Food Distribution Program: The Borough's Food Distribution is closed out. The Borough expended \$900,347.32 on this project.
- Assembly Telework Reimbursement Program: On March 2, 2021, Administration initiated a Borough Telework Reimbursement Program. Due to COVID-19, the 2021 SWAMC Conference is scheduled for March 4 and 5, 2021 and will be held virtually. Since it will be held virtually, Aleutians East Borough Assembly Members will not be able to travel to Anchorage for the meeting and will have to participate by teleworking from home. Costs of teleworking from home have huge impacts to internet bills in the Aleutians. Due to this the Borough implemented an Aleutians East Borough CARES Act Assembly Telework Reimbursement Program. This program includes reimbursing Aleutians East Borough Assembly members that are attending the 2021 SWAMC meeting in March 2021 for internet costs, in an amount not to exceed \$250.00 per Assembly Member.

Administration is looking into different options to expend the remaining funds which includes but is not limited to expanding the Cold Bay Terminal; Round 2 of the Emergency Assistance and Economic Stimulus Grant; Round 2 of the Non-Profit & Civic Organization Program and other items. A recommendation to spend the remaining funds will be provided to the Assembly at a later date.

#### **Other COVID-19 Related Items**

- The Borough hosts meetings with the Borough community leaders, Eastern Aleutian Tribes, and our school district to touch base on what is occurring during this unprecedented time.
- The Borough is also attending Alaska Municipal League Meetings, State of Alaska Emergency Manager's briefings, ECHO's, Alaska Municipal Managers Association Meetings, Fishery discussions and others.
- State of Alaska COVID-19 Update: Per Mark Hickey's February 28, 2021 Legislative Report the following was occurring:
  - Alaska's COVID-19 Emergency Disaster Declaration was not extended by the Legislature or Governor before the deadline of February 14, 2021, Governor Dunleavy proposed legislation to extend the declaration in both bodies (SB 56/HB 76). The Senate bill

passed two committees but has yet to be heard in Senate Finance. The latest version amends the extension from the end of September 2021 to March 15, 2021. The House bill is scheduled to be heard in the upcoming week by the House Health & Social Services Committee (pending referral).

- Alaska is now one of just two states in the United States without a formal disaster declaration for COVID. Though the declaration expired, Governor Dunleavy advised his commissioners to continue to follow the policies in place under the declaration. So far, the expiration has led to the closure of a popular, drive-through Anchorage COVID-19 testing site, an expected change in federal waivers for health facility temporary building configurations, relaxed travel policies, and a potential loss of millions of dollars in food stamp aid. It is also possible the state will no longer have the authority to hold mass vaccine clinics, including those with the assistance of the National Guard.
- In lieu of passage of *SB 56*, some Senate majority members introduced separate bills to change state law permanently in response to the failure to extend the emergency disaster declaration. The list to-date includes *SB 24* (allow virtual meetings for corporations), *SB 78* (provision of health care services by telehealth), and *SB 86* (temporary occupational licensing and permit). As an alternative, House Speaker Stutes indicated enacting an extension is a House priority.
- In a press release following the deadline, Governor Dunleavy announced a new COVID-19 "recovery and transition plan" to "begin moving Alaska, its economy and our lives forward," including four new Health Advisories.
  - Health Advisory 1 Recommendations to Keep Alaskans Safe: Addresses the safety measures
     Alaskans can take to mitigate the spread of COVID-19.
  - Health Advisory 2 International and Interstate Travel: Alaska resident and non-resident travelers will no longer be required by the state to have pre-travel negative tests upon arrival. The existing airport testing infrastructure will remain in place to protect Alaskans and visitors alike. Anyone positive for COVID-19 is not allowed to travel.
  - Health Advisory 3 Intrastate Travel: Outlines expectations of communities for allowing travel of Critical Infrastructure personnel, as well as for community members and Critical Personal needs. The advisory recommends COVID testing three days prior to travel to locations on the road system and the Alaska Marine Highway System. For locations off the road system or not served by the Alaska Marine Highway System, a test is recommended for trips lasting longer than 72 hours before returning to a rural community.
  - Health Advisory 4 Critical Infrastructure: Provides guidance for Critical Infrastructure businesses operating in Alaska to protect both communities and industries.

#### **Cold Bay Terminal**

- Working on a contract with Aleutian Services, Inc. for snow removal services at the Terminal building.
- DOWL is under contract and has began working on the terminal expansion project. I
  expect to receive a 10% We hope that the expansion will allow for the terminal to be
  utilized in a better manner my TSA and the airlines while permitting the passengers to
  have space to social distance.

#### **King Cove Road Update**

• 9<sup>th</sup> Circuit Appeal:

The King Cove Group submitted their Reply Brief on March 4, 2021. The State of Alaska and Department of Interior/Department of Justice and the King Cove Group should file their Reply Briefs by March 8, 2021. The date for filing is 60 days following the original

filing date in January at the request of the federal government. The explanation for the request was to follow the new administration time to review the case. At this point, there is no indication that any other further delay will be requested. Further, the Court has indicated that it is considering scheduling oral argument in Anchorage in June or August. The possible dates are June 15-17, 2021 and August 3-5, 2021.

So, while oral arguments are standard procedure, up to now the recent oral arguments by this Court have been held virtually. Ultimately this may case, but for the moment oral argument in person seems possible.

- The State of Alaska, the Aleutians East Borough and King Cove continue to work closely on the section 1110(b) application process with the Army Corps of Engineers and the Fish and Wildlife Service. The next step is to obtain a special use permit for summer field work so the right of way application can be completed. Both agencies have told the State that additional information which can only be obtained with this field work is needed to complete the application.
- The confirmation of Congresswoman Deb Halaand to be the Secretary of Interior is proceeding. At our request, Senator Murkowski asked Co. Halaand to meet virtually with King Cove Native leaders, specifically Tribal president Etta Kuzakin and Della Trumble. Co. Halaand agreed. The goal is to set up a virtual meeting between Alaska Native female leaders and the Secretary in hopes that this issue can be viewed by the incoming Secretary as an equal justice issue for Native Americans.

#### **Nelson Lagoon Dock Repairs Project**

On February 18, 2021, Mary, Mayor Osterback and I met with Moffatt & Nichol and Heko Services to discuss the Nelson Lagoon Dock Repairs Project.

The tentative schedule for the project is as follows:

May 3, 2021 – June 5, 2021 Mobilization

June 15, 2021 – June 27, 2021 Construction

June 27, 2021 – June 29, 2021 Final Cleanup and Touchup

The dock will be closed to the public during construction. This will be advertised to the community and throughout the region, so, people can make arrangements in advance.

Heko Services will also be required to follow COVID-19 protocols throughout the life of the project.

#### **Other Items**

- On February 24, 2021, I travelled to Cold Bay to look at the Cold Bay Terminal and meet with the airlines and TSA.
- The Borough has purchased a new 30KW generator in the amount of \$21,525.00 for the

- hangar located in Akutan. The prior system was no longer working and needed to be replaced.
- I have continuously attended AML, State of Alaska Emergency Operations Meetings, Local Government and vaccine ECHO's and many other meetings throughout the month.
- I have also been working on COVID-19 related projects; continue to meet with the military to complete the short-term lease for use of the Cold Bay School for a military exercise, working on the Cold Bay Clinic project, attended a meeting with MARAD to discuss the Sand Point and Akutan Harbor Port Infrastructure Grant application, and have been continuously conducting day to day operations.

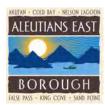
If you have any questions, comments or concerns please contact me at (907) 317-1498 or abailey@aeboro.org.



To: The Honorable Mayor Osterback, AEB Assembly

From: Mary Tesche, Assistant Administrator

Subject: Assembly Report Date: March 5<sup>th</sup>, 2021



#### **Strategic Plan Update**

<u>Cold Bay Clinic</u> – We have tentatively scheduled a meeting next week with EAT and the City of Cold Bay to discuss clinic project next steps and to discuss site alternatives to potentially lower costs. More information on the outcome of that meeting will be shared with the Assembly as we know more.

Following the approval of this year's strategic plan at the last Assembly meeting, we have had several internal discussions on how to move forward with the project strategy that the Assembly defined. Project components we expect to accomplish over the next year include but are not limited to:

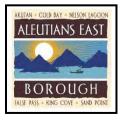
- Identifying possible site alternatives with help from the City and EAT to help with some of the cost issues.
- If an alternative site is identified, conducting a feasibility study of the new site to see if it will meet our requirements and the building requirements of the State
- Completing a project plan that will outline all the steps necessary to move the project forward, from revising the project MOA we have with the City and EAT, determining method of construction, and through project completion.
- Knowing how project expenses have increased in this new construction climate, identifying any in-kind contributions we may be able to tap into and creating any formal partnerships we need for those.
- Beginning any paperwork needed, including lease revisions and building permit applications.

#### Other Items & Announcements

- At the end of February we held our last round of strategic planning meetings with staff to prepare for the plan that started March 1. The objective of the meetings was to help further define project tasks to make them more manageable.
- Other projects I've assisted with include the leases with the Cold Bay School, items related to the Cold Bay Terminal, Akutan operations, and personnel items.
- I continue to attend meetings related to the COVID-19 emergency including meetings held by the State of Alaska and AEB, and AML legislative update meetings. I also continue to assist Anne with daily operations as requested.



Please contact me at mtesche@aeboro.org with any questions or comments.



To: Honorable Mayor Alvin Osterback and Aleutians East Borough Assembly

Laura Tanis, AEB Communications Director From:

Anne Bailey, AEB Administrator Through:

Subject: Communications Director's Report to the Assembly

Date: March 5, 2021

#### **Fish News:**

The last Fish News went out on March 1st. It contained information about ADF&G's preseason meeting on March 3<sup>rd</sup> to discuss the South Peninsula Pacific cod state-waters fishery.

#### In the Loop:

A recent *In the Loop* newsletter was sent out on Feb. 17<sup>th</sup> containing several items. Information from the Alaska Housing Finance Corporation was included about obtaining assistance with rent and utility bills, for those who qualify. Also included was a notice from TelAlaska about solar outages February 23<sup>rd</sup> through March 5<sup>th</sup> in King Cove, Cold Bay, Sand Point, and other communities served by TelAlaska,. Lastly, the winner of the \$50 Amazon gift card drawing for those who participated in the Borough's hazard mitigation planning process survey was announced. The winner of that drawing was Janet Bear.

#### **Strategic Plan – PR and Marketing Improvement Plan:**

I've completed the first draft of an RFP to seek quotes from website designers. This is part of the PR and Marketing Improvement Plan of the strategic plan to update and improve navigation for staff and website users. I'm hoping to get feedback from administration before proceeding to the next stage. I recently spoke with a gentleman from CivicPlus, a company that has experience with municipalities in Alaska and elsewhere. He mentioned that Chris Babcock referred him. I mentioned that I will contact this company when the redesign goes out to bid. In the meantime, he emailed some information about his company.

#### <u>Strategic Plan – Marine Highway Narrative:</u>

The most recent edits on the marine highway online petition and discussion paper have been sent to the mayor, Anne, Mary and Mark www.aleutianseast.org



www.facebook.com/AleutiansEastBorough/ ltanis@aeboro.org (907) 274-7579 Hickey. As discussed before, this is part of the Government & Policy Advocacy of the Strategic Plan. We'll decide next steps soon. Those steps will include outreach to Borough and other coastal communities.



#### **Miscellaneous items:**

- Updates to Facebook page as needed;
- Continuing work on the PCE white paper;
- Weekly/bi-weekly/as-needed meetings regarding COVID-19/Borough projects (below).

As always, I'm happy to help get the word out about events/issues going on in your community. Please feel free to contact me and let me know how I can help.

Meetings Attended:		
Staff Meeting	Teams	March 8, 2021
SWAMC Conference	Zoom	March 4 - 5, 2021
SOA Emergency Managers Meeting	teleconference	March 3, 2021
AFISH	Zoom	March 3, 2021
COVID-19 (Borough/communities, EAT, AEBSD):	teleconference	March 2, 2021
AEB Strategic Planning – PR/Marketing/Marine Narrative	e: Google Meet	Feb. 25, 2021
SOA Emergency Managers Meeting:	teleconference	Feb. 24, 2021
AMHS petition discussion	Teams	Feb. 29, 2021
SOA Emergency Managers Meeting	teleconference	Feb. 17, 2021
AFISH	Zoom	Feb. 17, 2021

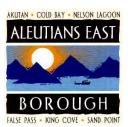
To: The Honorable Mayor Osterback, Aleutians East Borough Assembly

From: Ernie Weiss, Natural Resources Director

Subj: Report to the Assembly

Date: March 5, 2021

#### **Alaska Board of Fisheries**



The Board of Fish is meeting March 8<sup>th</sup> to reschedule the postponed meetings from this past year, for Yakutat finfish/shellfish, Prince William Sound finfish/shellfish and Statewide shellfish. At a special meeting January 25<sup>th</sup>, the Board decided to maintain the 2021/2022 and all upcoming meeting cycles as is. The overwhelming majority of on-time <u>public comment</u> and <u>Advisory Committee comments</u> for the March 8<sup>th</sup> meeting support rescinding the decision to double up on meetings this coming year, and instead move all cycles forward one year.

The terms for two Board members, Märit Carlson-Van Dort and John Wood, expire in June and both Carlson-Van Dort and Wood have been reappointed by the Governor. Four of the current members, Jensen, Wood, Williams and Mitchell are among the <a href="94">94</a> appointees not confirmed by the Legislature. Representative Stutes has introduced <a href="HB 65">HB 65</a> that would prohibit unconfirmed Board of Fish members from voting.

The Natural Resources Department is reaching out to our local Advisory Committees – King Cove, Sand Point, Nelson Lagoon, False Pass – in advance of the upcoming meeting cycle and <u>call for proposals</u>. We hosted a Zoom meeting for AC members on February 24<sup>th</sup> and plan to follow-up by phone and email. We believe Advisory Committees are the most potent voice in the Board process.

#### **State-water Pacific Cod**

ADFG groundfish fishery manager Nat Nichols held the South Peninsula State-water Pacific Cod pot gear preseason meeting March 3<sup>rd</sup>. Here are links to the <u>KSDP audio</u> and to the <u>ADFG season announcement</u>. The pot gear guideline harvest level (GHL) is 4,489,514 lbs. As of the meeting, 29 vessels were registered for the South Pen Pcod pot gear fishery. The season is scheduled to open March 7<sup>th</sup> at noon barring any weather delays. The jig gear season will open 48 hours after the federal season closes, which is still ongoing. The jig gear state-waters GHL is 792,267 lbs. Here's a link to the <u>2021 South Peninsula Pcod Fishery Management Plan</u>. The Dutch Harbor Subdistrict State-water pot gear Pcod season is ongoing. The GHL is 27,292,000 lbs with 28 vessels participating. About half of the Dutch Harbor Subdistrict GHL is left to harvest.

#### **North Pacific Fishery Management Council**

The next meeting of the NPFMC will be held April 5-17<sup>th</sup>. Highlights include the BSAI Halibut Abundance-based Management Initial Review, and the annual salmon genetic reports. The June 1-16<sup>th</sup> meeting will address the BSAI Pacific cod Trawl CV LAPP, the BSAI Pcod small boat access discussion paper, and the trawl EM report. The October meeting is the next scheduled in-person meeting of the NPFMC, in Anchorage, October 4-12.

#### **United States Coast Guard Mask Mandate for Fishing Vessels**

The Centers for Disease Control (CDC) issued an <u>order</u> at the end of January requiring face masks be worn by all passengers and crew of 'conveyances' and in transportation hubs. The subsequent USCG Safety Bulletin published February 1<sup>st</sup> is linked <u>here</u>. USCG representatives have stated that the USCG stance is this order includes fishermen and commercial fishing vessels. Senator Sullivan's office has stated, on the AOOS 2/17/21 AK Marine Policy Call and at SWAMC, that he believes the USCG has misinterpreted the CDC order, and that the order is not applicable to commercial catcher vessels. The Senator is working to hopefully resolve the issue.

To: Honorable Mayor Osterback, Aleutians East Borough Assembly

From: Charlotte Levy, Natural Resources Assistant Director

te: Report to the Assembly

Date: March 11th, 2021



#### **Electronic Monitoring - WGOA2/EFP:**

- We implemented some mid-season adjustments to vessel protocols, in order to improve communications for shoreside observers.
- The WGOA project team met with NMFS on 3/2/21 to discuss long-term goals for reconciling data streams, the data portal and eLog. NMFS is very supportive of our work and acknowledged our project is leading the advancements in eLog.
- A Season pollock is closed for WGOA boats, and we are reviewing the data. So far, there were
  only a few boats who participated and had minimal issues.

#### **AFSC Cod Tagging Project:**

- The AEB NRD posted an RFP to contract a charter vessel for the cod tagging project. We received one proposal, and the contract was awarded to F/V Decision Inc.
- The project team arrived in Sand Point, and we are now beginning our mandatory 14-day quarantine. Preparations will continue during quarantine, including programming tags, practice sampling, building equipment, etc.

#### Mariculture:

- During quarantine in Sand Point, I will be doing some preliminary spore viability analyses using species collected around Sand Point. By doing this I can determine when reproductive cycles generally begin in this area for different species, as well as practice inducing sporing, and gaining insight on reproductive timing vs. quality/quantity of spores.
- We are currently awaiting a response from DNR. The AEB Assembly approved the DNR Aquatic Farm lease at the December meeting. I am working with AEB Administration to fulfill insurance/bond requirements, which will finalize the lease upon submission to DNR.

#### **CARES Act Relief**

Applications are now available for the Section 12005 CARES Act Relief for Fisheries Participants. Applications available on the Pacific States Marine Fisheries Commission site here: <a href="http://www.psmfc.org/cares-act-the-coronavirus-aid-relief-and-economic-security-act">http://www.psmfc.org/cares-act-the-coronavirus-aid-relief-and-economic-security-act</a> scroll down to the 'Alaska CARES Act Information' section. Applicants are encouraged to complete and submit their applications electronically to be submitted by April 30, 2021. Applications may be mailed but MUST be postmarked on or before 4/23/2021. No late applications will be accepted.

#### **Strategic Plan Tasks**

I recently submitted a <u>State-water Options memo</u> for AEB Administration review, as part of the 2020/2021 AEB Strategic Plan. I am currently beginning work on tasks for the new 2021/2022 plan, recently approved by the Assembly.

#### SWAMC Fishery links of note:

From Jeremy Woodrow ASMI Covid Survey for Fishermen

From Sam Rabung, Director, Division of Commercial Fisheries ADFG Fisheries Brief for SWAMC 3/4/21

#### Land surveys update:

Bear Lake survey was submitted to DNR for review in December.

Sandy River - one of the two plats is ready for Borough platting authority review. The other plat has an ongoing issue involving island formation. McClintock is working with DNR to resolve that issue.

Recent meetings attended				
Alaska Marine Policy Call	Zoom	Feb 17		
AK Salmon Fishermen: opportunity, transition	Nat. Fisherman webinar	Feb 18		
Alaska Fishing Communities	Zoom	Feb 19, Mar 5		
Commonwealth North Seafood Forum	Zoom webinar	March 3		
ADFG South Pen Pcod Preseason meeting	teleconference	March 3		
SWAMC	Zoom webinar	Mar 4-5		
Upcoming meetings/planning to attend				
Board of Fisheries Special meeting	webcast	March 8		
LK, TK Subsistence Task Force	Adobe Connect	March 16		
Board of Game Special meeting	webcast	March 18		
ComFish	webcast	March 30-31		
NPFMC SSC	Adobe Connect	April 5-9		
NPFMC AP	Adobe Connect	April 6-9		
North Pacific Fishery Management Council	Adobe Connect	April 12-17		

Please call if you have any questions or concerns.



To: Honorable Mayor Osterback and AEB Assembly

From: Emil Mobeck, Maintenance Director

Subject: Assembly Report Date: March 11, 2021

#### **Ongoing Maintenance Projects**

King Cove school upgrade work with Dowl, Anne, and Mary. Weekly reports with administration, boiler repairs, with the 4 plex and the school. Working to get someone in to tune boilers up hopefully on an annual basis especially for our more remote schools. Keeping things warm and ready to head into spring and summer projects.

#### **Strategic Plan Update**

- Deferred Maintenance
  - 1. Getting lists of all the items the borough owns
  - 2. Making lists of maintenance needed and schedules

#### **Other Borough Related Items**

Attended Swamc little different this year, but still very informative on what is going on down here

#### **Upcoming Projects**

Finalizing the logistics on the new fuel trailer for the maritime helicopter in Akutan. Getting Long ready to go to complete work in Akutan for the pumps and valves. Working with Dowl and administration on the new addition to the Cold Bay terminal. King cove office repaint hope for nice weather.

If you have any questions, comments or concerns please contact me at (907) 383-2699 or <a href="mailto:emobeck@aeboro.org">emobeck@aeboro.org</a>.

## **Assembly Comments**

## **Public Comments**

# Date & Location of Next Meeting

# Adjournment