

**Ugashik Traditional Village Council**  
**Work Session**  
**August 24, 2022**

Resume meeting at 1:03 PM

**Roll Call by Julie Gaumond:** Hattie Albecker, President (on phone); Fred Matsuno, Vice President; Wesley Matsuno, Treasurer; Julie Gaumond, Secretary; Steven Alvaraz, Tribal Administrator, Larry Carmichael, IGAP & Special Projects Coordinator, Betti Maligon, Finance Manager.

Special Guest – Eddie Clark

**Council members absent:** Stephanie Rosario, Member at Large

Eddie Clark gave a bio and explained his working style and the fact that he has a native crew and likes to hire village help.

Discussed the estimate for the construction of the Caribou Cabin. Wesley stated he did a comparison on the construction of the Caribou Cabin vs a home being built in anchorage. Construction cost, per square foot, in Ugashik \$387 (Eddie Clark's estimate) vs. \$381 (which Wesley found) in Anchorage.

Eddie explained that both Allen and Larry always try to save money for UTV. He explained that

Hattie agrees with everything Wesley stated.

Fred asked if we should put gravel down and wait a year for the cabin to be built? Eddie stated yes, but an alternative would be soak the pad with water from the water truck and then compact it. Larry stated that Mike and Bill checked and there is gravel under the basketball court. Steven stated that we have to get rid of the wood, maybe we can sell them to tribal members.

Items to be completed include, doors, gutters and bladder for the tank farm. Eddie stated that it's possible the caribou cabin can be finished this year.

## Work Session

### Back to Order 2:15 PM

**Roll Call by Julie Gaumont:** Hattie Albecker, President (on phone); Fred Matsuno, Vice President; Wesley Matsuno, Treasurer; Julie Gaumont, Secretary; Steven Alvaraz, Tribal Administrator, Larry Carmichael, IGAP & Special Projects Coordinator, Betti Maligon, Finance Manager.

**Council members absent:** Stephanie Rosario, Member at Large

New Business:

- a. Contract Template for Leasing the Flying D  
Steven stated the contract template that we had used is "Lacking" per Mark Manning. He will send a new template to us. The contract template will need to be changed and we will discuss this with Mark tomorrow during our meeting with him. The issue is, and he went over this with us in June, we came up with a contract with a lease amount, Allen had expenses he incurred on a credit card and out of pocket expenses, he submitted receipts and to date we have not reconciled, they have met a couple of times but we haven't gotten to a place where it has been determined because the receipts are broad and convoluted. The obligations/expenses have not been reconciled and we have not received any revenue. Wesley asked if this was for 2022, Steven replied this is for 2021 and 2022. Wesley stated we had the initial payment of approximately \$17,000...Allen's lease fee to be paid to UTV, Steven stated no, we have not. Wesley looked in his file.....and stated he had an AP listed for it, Steven stated there shouldn't be an AP listed for it if it is revenue. Steven stated the only revenue we received was for fish tendering and crab revenue. Betti is putting together a simple spreadsheet reflecting the revenue vs. expenses. The expenses we have incurred have been a lot, approximately \$200,000. The contract template for leasing the boat must be rewritten. Wesley questioned, that even through Allen signed the contract, he did not pay us at the beginning of the season. Steven confirmed that that is indeed the case. Larry stated that we have not paid him for expenses that were incurred in 2021 fiscal year. Julie questioned, we have not exchanged money? Steven stated that the money that has changed hands from us to Allen is reimbursement for labor that he has paid for. Wesley asked about dock fees and landing fees. Steven stated that landing fees and dock fees we have paid directly. With the exception of one that Allen paid for in Manokotak when he was under charter. Larry stated that all other fees the Flying D has incurred, has all been paid by UTV directly. Betti confirmed. Steven stated there is language in the contract where he needs to

return the boat to us and if not then he needs to pay the expenses.

Wesley stated Allen should have paid us for the Fall lease period and Steven agreed. There was the rental fee for the 30 days prior to fishing and up to 60 days after fishing. Steven stated, we drafted the contract for this summer, but Larry brought up how do we come up with the cost of hauling our freight. This is another question for Mark. Allen is leasing the boat from us and we are paying him to haul our freight. We need to figure this out. Wesley stated we need to treat this like it is a personal business to ensure we get paid. Larry stated this last year there was an issue where we had a bunch of UTV stuff that went out, Allen took out a bunch of HUD stuff, because of the HUD stuff, he wasn't able to take our truck and the truck had to be brought out via AML. We need to come up with an understanding of our freight being delivered. Larry gave some background and information regarding freight hauling. Wesley stated that last year we were charged for a connex, approx. \$3,200. He didn't know how it was resolved. Larry explained we received \$6,500 from BBHA for backhaul. We paid Rami \$3,000 to get rid of the scrap and we are giving Allen \$3,500. Fred stated that Allen is mixing UTV cargo with other villages. Larry confirmed yes, that is correct. Fred was concerned that we know nothing about it....Larry stated that Allen has communicated with him, but this year we had the lions share of cargo. Wesley asked if we had received monies from Chignik Lake and Lagoon, we have not yet because the job hasn't been completed. Steven stated that in the future we will always get 50% down when hauling freight. Larry stated that what Julie mentioned, that this is a huge learning curve for us, and we have made enough mistakes this first year, that we will not make these again. Larry is trying to make the Flying D the preferred backhaul provider.

Discussions surrounding the boat lease, bringing the boat back to Seward, Allen is concerned about having to pay to bring he boat back. It sounds like he doesn't want to pay to get the boat back to Seward.

Wesley reminded Steven that we need to pursue opportunities for freight hauling in Homer and surrounding areas so that we don't have the weather problems we have in Bristol Bay in the fall/winter. Larry stated that Seldovia is interested in freight hauling.

Discussed pulling the boat out in Homer, Seward – using inflatables. Wesley asked about pulling the boat out in Ugashik using inflatables? Larry stated that yes, if we purchase property we can do that....we will not have service. Larry stated if we had room we could have additional boats haul out and with that revenue, we can hire someone to live in the village and be a watchman. Wesley stated he doesn't want any additional profit-making ventures until we

get the Flying D straightened out. Steven agreed. Larry stated that doesn't stop us from purchasing the property, Steven/Wesley agreed.

Larry stated we really need to get a plan/contract in place for Allen hauling our freight. Steven stated that he believes UTV would pay Allen his daily rate, the crew's daily rate, and fuel. Discussions. Fred agrees with Steven. Because if we don't fill the boat, Allen can contract with other villages. Hattie doesn't agree with Steven. Hattie suggests we create a negotiating committee (Wesley, Steven and Larry) to work with Allen to sit down with Allen and discuss. Wesley asked Hattie how she felt about not being paid by Allen for 2021. Hattie stated she doesn't think much of it, and asked Steven why they didn't get paid. Wesley stated, look at like a personal business, Larry stated, that Allen could come back and ask why he hasn't been reimbursed. Discussions surrounding payments that UTV has made – Wesley listed items. Larry brought up food for the crew when they were in port – 2021. Steven stated it was decided and Hattie confirmed, we paid for apartments and labor, but NOT food. Steven also stated there were 2 contracts for Allen the first was for assisting in the negotiation of purchasing the boat and he was paid for that contract, the second was getting boat up to speed and seaworthy and contractual payment were made in Feb, March and April 2021. Steven stated what has not been reimbursed and the reason why it hasn't been reimbursed is because Allen still hasn't paid us for leasing are the receipts he incurred while he was working on getting the boat up and going, and he will not be reimbursed until he pays the leasing payments to us when he pays us, we can go through the receipts and confirm the validity, but that's not going to happen until we get paid for the lease.

Hattie stated she recalls the food situation, that we would not pay for food when they were working on the boat on land. Steven stated we are obligated to pay for food during tendering season. We are under contract with AGS and they are under contract with us.

Fred asked about the generator for the boat, Larry stated we paid \$5,000 for almost nothing. Larry brought it up to Allen, Allen stated it was too big, he didn't want it and they were going to do a workaround. Larry stated we spent money on the generator and transportation. Larry stated Allen didn't have much to say about it, Larry stated we went with his recommendation and we need to determine who would be financially responsible. Larry stated the other generator pulled off of the boat, 140 kw Cat, Bob Ruby is accessing it and if it can be repaired economically, it can be put back on the boat and we will no longer have generator problems. Alleviating the need to purchase another one. Larry stated he will be checking on this in the next month or so.

Wesley asked how Allen got out without signing a 2022 contract? Steven stated Allen told them it would not work in our favor, he is moving all of our freight, if he signs a contract to lease the boat for the pre-fishing time period, and he is moving our freight, it would be a negative for us, so we have to reevaluate that and in the meantime the freight had to be moved, so there is no contract. Betti asked if we were paying him an hourly rate? Steven and Larry stated no. Betti stated that there was a contract drawn up and Steven stated that Allen had a contract with Hattie he wasn't sure if Larry was involved, but essentially, he said, look if we go this way it would cost us more money and we have to figure out another way to do this. Which is how do we handle a contract when he is moving our freight. Essentially the time that he was out from Seward to the time he delivered our freight, that's all that he did.

Hattie stated what she recalls Allen telling her, if he signed the contract, it would cost the village \$40 – \$50 K to get the freight there and she instructed him to get with Steven. She also stated it was too much. Larry stated it was a good place to start, if it cost us \$1,000 a day in labor, gas of \$2,000 a day, it takes 6 days = \$12,000, add another premium, say \$8,000, it would be \$20,000 for moving our freight vs. contracting with him of \$40,000 – \$50,000 it's a good starting point. Steven agrees. Larry stated we should have a sliding scale.

Reviewed spreadsheet from Betti.

Further discussion contract language and a job description (Steven has a draft) for a boat manager. He hasn't sent it out because he's still researching.

Fred asked when was the last time we requested a payment from Allen, Larry stated we haven't. Allen went from Anchorage to the village and Pilot Point and then went under the tendering contract on August 1<sup>st</sup> and he was moving more freight. Larry stated this year has been a train wreck. Fred asked if Allen was still planning on getting back to Seward in September? Larry stated that Allen was going to Naknek, Dillingham, Naknek, Ugashik, Chignik then coming back to Seward.

Wesley brought up a sliding scale, it should be less if we are paying for fuel and employee expense – that would be his recommendation. Hattie recommends we form a negotiating committee to work with Allen, she recommends Wesley and Larry. Wesley states Steven should be part of the committee, Fred agrees. Hattie highly recommends that Wesley takes the responsibility and travel to Anchorage or wherever the meeting is, that would be awesome. Steven agrees. Hattie thanked Wesley for taking his role as a council member seriously, your thoroughness and she appreciates him.

Julie stated that when we meet with Mark Manning, we should get more information, Fred said he hoped so, Steven agreed.

- b. Contract Language when Flying D is moving our freight
- c. Contract Template for general infrastructure projects
- d. Liability Insurance for Flying D
- e. Workman's Comp for Flying D Captain & Crew

**Motion to recess at 3:50 PM, will reconvene at 9:00 AM Thursday morning**

1<sup>st</sup>: Julie Gaumont

2<sup>nd</sup>: Wesley Matsuno

Motion passed: Yes: 4; No: 0; Abstain: 0; Absent: 1