



City and Borough of Wrangell
Borough Assembly Meeting
AGENDA

Tuesday, March 09, 2021

Location: In-Person Borough Assembly Chambers

Work Session 6:00 PM / Regular Meeting 7:00 PM

and by ZOOM Teleconference.

Emergency Resolution No. 02-21-1564 allows for a modified plan for in-person meetings. Please contact the Borough Clerk to obtain a copy of the Resolution and Mitigation Plan. Public Members are highly encouraged to attend the meeting by Zoom Teleconference.

Below are the key points to attending the in-person meeting:

- **No more than SIX members of the Public will be permitted into City Hall during ANY public meeting.**
- **For PERSONS TO BE HEARD:** Kim Lane, Borough Clerk will maintain a Persons to be Heard Sign-up Sheet for person who are In-Person or attending by Zoom Teleconference. If you would like to speak In-Person or by Zoom Teleconference at the meeting, **please contact Kim Lane, Borough Clerk at 907-874-2381 or email clerk@wrangell.com** no later than 4:00 PM, on the Tuesday that the meeting is scheduled to be held. so that you can be added to the list of Persons to be Heard.
- Written correspondence received by 10:00 a.m., Friday preceding the meeting will be emailed to the Borough Assembly and added to the meeting's packet under Persons to be Heard/Public Comments. Written correspondence received after 10:00 a.m., on the Friday preceding the meeting will be emailed to the Borough Assembly and added to the next Regular Borough Assembly meeting's packet under Persons to be Heard/Public Comments.
- When attending an Assembly or any other City Board or Commission Meeting, Face Coverings or Face Shields are **REQUIRED** by all Assembly Members, Staff, and the General Public – **NO EXCEPTIONS!** Face Coverings or Face Shields will be available for those who need one.

To Join by Computer:

<https://zoom.us/j/9078742381?pwd=MTNqSEdncjRvakh2UCtMVUNxMndYUT09>

And Enter the Meeting ID: 907 874 2381

Then Enter Password: 99929

WORK SESSION (6:00 - 7:00 PM)

a. Work Session: Federal Lobbyist Update

1. CALL TO ORDER

- a. PLEDGE OF ALLEGIANCE led by Assembly Member Terry Courson.
- b. CEREMONIAL MATTERS - None.

2. ROLL CALL

3. PERSONS TO BE HEARD - *Section WMC 3.05.040 (C) states that: The chair may call to order any person who is breaching the peace or being disorderly by speaking without recognition, engaging in booing or*

catcalls, speaking vulgarities, name calling, personal attacks, or engaging in other conduct which is determined by the chair to be disruptive of the meeting. Any person so disrupting a meeting of the assembly may be removed and barred from further attendance at the meeting unless permission to return or remain is granted by a majority vote of the assembly.

- [a.](#) Emailed Correspondence - Bob Lippert
- [b.](#) Public Correspondence from March 2nd Special Assembly Meeting

4. AMENDMENTS TO THE AGENDA

5. CONFLICT OF INTEREST

6. CONSENT AGENDA

MOTION ONLY: *Move to Approve the Consent Agenda, as submitted.*

- [a.](#) Minutes of the February 23, 2021 Regular Assembly Meeting
- [b.](#) Minutes of the February 24, 2021 Special Assembly Meeting
- [c.](#) Minutes of the March 2, 2021 Special Assembly Meeting

7. BOROUGH MANAGER'S REPORT

- a. COVID-19 Update (Verbal at Meeting)
- [b.](#) Economic Development Department Report
- [c.](#) Public Works Department Update 2.26.2021
- [d.](#) Capital Facilities Department Report
- [e.](#) Change Order Report: Change Order No. 1 Water Mains Replacement Project
- [f.](#) Harbormaster Report March 2021
- [g.](#) Visitor Industry Report: Contract Modifications
- [h.](#) P&R March Directors Report
- [i.](#) Security Camera Report
- j. Budget/Financial Update (Verbal at Meeting)

8. BOROUGH CLERK'S FILE

- [a.](#) Borough Clerk's Office

9. MAYOR AND ASSEMBLY BUSINESS

10. MAYOR AND ASSEMBLY APPOINTMENTS

11. PUBLIC HEARING

12. UNFINISHED BUSINESS

13. NEW BUSINESS

- [a.](#) Discussion Item: Hospice of Wrangell Request for Use of Former Wrangell Medical Center for Storage of Lending Closet Items
- [b.](#) Approval of a Professional Services Agreement with Shannon & Wilson in the Amount of \$86,775 for Site Characterization Activities at Three Borough-Owned Contaminated Soil Sites

- c.** **ORDINANCE NO 990** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING SECTION 16.08, TIDELAND LEASES, OF THE WRANGELL MUNICIPAL CODE
- d.** Approval to Extend the Professional Services Agreement for Municipal Legal Services between Levesque Law Group, LLC and the City & Borough of Wrangell
- e.** Approval of a Professional Services Agreement with NTL Alaska for Interim Water Quality Solutions Assessment and Staff Training in the Amount of \$29,749.50
- f.** **RESOLUTION NO. 03-21-1568** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE FY 2021 BUDGET IN THE WATER FUND BY TRANSFERRING \$4,849.92 FROM WATER FUND RESERVES TO THE WATER PROFESSIONAL/CONTRACTUAL SERVICES ACCOUNT AND AUTHORIZING ITS EXPENDITURE FOR THE NTL ALASKA INTERIM WATER QUALITY SOLUTIONS INSPECTION
- g.** **RESOLUTION NO. 03-21-1569** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA AMENDING THE BUDGET IN THE INDUSTRIAL CONSTRUCTION FUND TRANSFERRING \$3,000 FROM INDUSTRIAL CONSTRUCTION FUND RESERVES TO INDUSTRIAL CONSTRUCTION FUND PROFESSIONAL/CONTRACTUAL SERVICES ACCOUNT AND AUTHORIZING ITS EXPENDITURE FOR THE ARMORY BUILDING HAZARD MATERIALS ASSESSMENT AND ARMORY PROPERTY APPRAISAL

14. ATTORNEY'S FILE – Available for Assembly review in the Borough Clerk's office

15. EXECUTIVE SESSION

- a. Executive Session:** Discuss and Provide Update of the Status of the Collective Bargaining Negotiations
- b. Executive Session:** Vandebunte Traffic Conviction Appeal Discussion with the Borough Attorney

16. ADJOURNMENT

**CITY & BOROUGH OF WRANGELL, ALASKA
BOROUGH ASSEMBLY AGENDA STATEMENT**

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	March 9, 2021
	<u>Agenda Section</u>	WS

Work Session: Federal Lobbyist Update

SUBMITTED BY:

Lisa Von Bargaen, Borough Manager

FISCAL NOTE:

Expenditure Required: \$XXX Total		
FY 20: \$	FY 21: \$	FY22: \$
Amount Budgeted:		
	FY20 \$XXX	
Account Number(s):		
	XXXXX XXX XXXX	
Account Name(s):		
	Enter Text Here	
Unencumbered Balance(s) (prior to expenditure):		
	\$XXX	

Reviews/Approvals/Recommendations

<input type="checkbox"/>	Commission, Board or Committee
Name(s)	
Name(s)	
<input type="checkbox"/>	Attorney
<input type="checkbox"/>	Insurance

ATTACHMENTS: 1. 2021 Federal Legislative Priorities

SUMMARY STATEMENT:
Wrangell’s federal lobbyist, Sebastian (Seb) O’Kelly will be providing an update to the Assembly. A copy of Wrangell’s Federal Legislative Priorities have been attached for reference to aid in the discussion with Seb.



CITY AND BOROUGH OF WRANGELL

INCORPORATED MAY 30, 2008

P.O. BOX 531 (907)-874-2381
Wrangell, AK 99929 FAX (907)-874-3952

2020/2021 FEDERAL LEGISLATIVE PRIORITIES

COVID-19 SALT Relief:

The City & Borough of Wrangell declared an economic disaster in August of 2020, due in part to the impacts of COVID-19 on tourism and local fisheries. Local municipalities were prohibited from using CARES Act funding to replace lost revenues due to COVID-19. The CBW has partnered with a regional firm to assess the economic impacts to the community and the municipality. The CBW call on Congress in the new year to pass a secondary COVID-19 SALT relief bill.

Reservoir Dam Rehabilitation/Replacement:

In 2015, the Alaska Department of Natural Resources identified Wrangell's reservoir dams as the second worst dams in the State. Although stable in a static environment, there is a significant likelihood of failure during a substantive seismic event. A Corps of Engineers Study from 2006 shows 15 homes and nearly 40 residents at risk in a runout zone. That same study identified a new reservoir expansion project as the recommended course of action, but the community did not move forward with the Corps' recommendation because of its overly large scale and high cost. Wrangell believes there is a solution for dam stabilization that will decrease the projected cost from \$50 million to \$10 million. The 2017 WIIN Act authorized funding for non-federal dam rehabilitation and the Congress for the first time has provided appropriations with \$10 million included in the FY 2019 Department of Homeland Security Appropriations Bill. The City and Borough was unable to submit an application last year due to ineligibility. The FY2020 funding package includes an additional \$10 million for this program. Wrangell has moved forward with its update of the community Hazard Mitigation Plan and it is with FEMA for approval. Should we submit an application for funding to rehabilitate our dams, we would appreciate the Delegation's support for the application with the Department of Homeland Security.

Water Availability:

Southern Southeast Alaska (Petersburg, Wrangell and Ketchikan) is in the midst of a moderate drought. The lack of rain and snowpack in 2019 left both our hydro project lakes (Tyee and Swan) and our drinking water reservoirs with minimal water. For more than two decades Sunrise Lake on Woronkofski Island has been considered as a possible hydro/fresh water supply for Wrangell. If changing weather patterns become the "new normal" and the region must find supplemental power and fresh water sources, what was once cost prohibitive may become a viable option. The hydrosite analysis for Sunrise was completed in 2018. If evaluation of the project to serve both hydro power and drinking water needs becomes necessary we hope the delegation will be supportive.

Secure Rural Schools (SRS):

The SRS Program was created by bipartisan legislation in 2000 as a substitute for declining revenue sharing receipts due to reductions in logging on Forest Service lands. Wrangell received \$986,580 last year in the Title I

SRS funds that goes to our schools. The City & Borough of Wrangell thanks the Delegation, specifically Senator Murkowski, for work to pass a two-year extension to the SRS program. The CBW also urges the Delegation to give consideration to supporting legislation that would bring more long-term stability to the program and to those communities it serves.

Federal Payment in Lieu of Taxes (PILT):

PILT provides partial compensation for the loss of revenue to communities with large Federal property holdings which cannot be developed and which are exempt from local property taxes. In Wrangell, 97% of lands within the municipal boundaries are owned by the U.S. Forest Service and will never be open to development. Wrangell's FY 2020 PILT payment was \$476,259. Many thanks to the Delegation for full funding of PILT in the most recent Interior Appropriations Bill. We urge continued support for full funding of PILT in upcoming appropriations. Wrangell fully supported the PILT Parity Act, introduced by Senator Murkowski, increasing compensation to localities such as ours that have high Federal land ownership but a low population base. Such an adjustment would more fairly compensate localities that do not have the benefit enjoyed by larger PILT-recipient localities in terms of greater population and tax bases along with more diversified economies.

Wrangell Opportunity Zone:

Wrangell is designated as one of the Opportunity Zones provided for in the Tax Cuts & Job Act of 2017. Now that the Treasury Department and IRS have issued final guidance on implementing tax incentives under this program, the Borough looks forward to actively seeking private sector investment in the community.

Wrangell Ranger District – Tongass National Forest

Zaremba Island Clean-Up:

The Borough Assembly has made it a priority to address abatement issues in Wrangell. October of 2018 marked the close of the final phase of the Byford Junkyard Clean-Up Project in Wrangell. In the end, the State of Alaska spent three years and \$18 Million to clean and remediate the property. The City & Borough of Wrangell (CBW) is acutely aware that without the financial support from the State's Spill Response Fund and the commitment of the staff at the Alaska Department of Environmental Conservation, the Byford site would have remained one of the worst lead contaminated sites in Alaska's history, leaching hazardous material into Zimovia Strait. The Borough Assembly wants to ensure no situation like this ever happens again. It is with similar concern the Borough lists Zaremba Island Clean-Up as a priority. Zaremba Island is a very popular hunting location within the Wrangell Borough just a few short miles from the community. Hunters use all manner of vehicles to access the old logging roads on the island. Unfortunately, the island, specifically Roosevelt Harbor Parking Lot, has become a dumping ground for old vehicles, equipment, and just plain trash. Junk vehicles, in varying degrees of deterioration, car batteries too numerous to count, fuel tanks and all other types of equipment imaginable that is considered unusable, has been left to rot in place. Zaremba Island is becoming the next Byford lot. The City & Borough of Wrangell respectfully requests the USFS use all regulatory means and public notices possible to enforce the removal of this junk by the responsible parties. As this method is likely to generate little, if any, response, the CBW urges the USFS to bring all available resources to bear to clean up Zaremba Island before it becomes a problem too big to address. The Borough is working with the new Wrangell District Ranger to address this on-going issue and appreciate any support on this matter the Delegation may be able to provide.

Transboundary Waters & British Columbia Mines:

The City and Borough of Wrangell remains concerned over the development of mines in British Columbia and the potential threat they pose to Southeast Alaska's watersheds and fisheries. We appreciate efforts by Alaska's Congressional Delegation to engage with the appropriate officials in the Canadian government and British Columbia province on this difficult transboundary waters issue. The decision by Canada this past year to close and clean up the Tulsequah Chief Mine is a positive step. Wrangell remains concerned about these mines

especially because of the number of mines in Canada on tributaries of the transboundary Stikine River in Wrangell's backyard and the local implications to fisheries and water quality. There is still the need to establish joint water quality protocols, conduct independent baselines studies over a multi-year timeframe, and set up water gauge/monitoring stations in the other southeast watersheds so that mining activity can be properly checked. We support continued engagement by the Delegation and U.S. State Department to urge Canada to put in place proper water quality, monitoring, and protections as these mines are developed and operated. On January 14, 2020 the Assembly passed a resolution regarding a transparent process regarding the Tulsequah Chief Mine.

Heritage Harbor/Section 5035 WRDA 2007 Final Disposition:

During the bid process for construction of Heritage Harbor, the estimates for the mooring basin dredging were determined to be roughly \$3 million more than originally expected. The City and Borough sought to have these dredging expenses identified as part of the Federal portion of the project, with the corresponding local cost share. Congress included the following provision in the next WRDA roughly two years after the costs had been estimated and construction of the project had begun. The language also included eligibility for inner harbor facilities as part of the general navigation features of the project. The Corps requested, and the Borough provided cost information on the construction of the project. The final communication was a November 2, 2011 letter from the Borough that provided cost information and a total request for reimbursement of \$13.7 million. February 2019 communication with the Corps of Engineers confirmed that the Alaska Region submits an annual list to Congress of those projects eligible for reimbursement. The Wrangell project is included on the annual list and awaits appropriation. The City & Borough of Wrangell respectfully asks the Delegation to assist in securing appropriation of this authorized reimbursement which would enable continued investment in Wrangell harbors and the Wrangell Marine Yard further strengthening the local economy.

Army Corps of Engineers Section 107 Small Navigational Improvements – Shoemaker Bay Harbor:

The City & Borough of Wrangell has completed work on the replacement of the inner-harbor infrastructure of Shoemaker Bay Harbor. Wrangell put together a funding package for the project that included a \$5 million State Harbor Matching Grant and Harbor Reserve funds. The Borough is prepared to bond to finance up to \$500,000 as the anticipated 50% local match for the Study Phase of improvements to the Shoemaker Bay Harbor breakwater. The breakwater length is insufficient, which significantly contributed to the premature breakdown of the Harbor's interior float system. Wrangell has had communications with the Alaska Region of the Army Corps on early general investigations to dredge the harbor and expand the breakwater under the Section 107 Small Navigation Improvements program. We urge the Delegation to continue full support and funding of the Section 107 Program.

Sustainable Management of Sea Otters and Shellfish: The rapid growth of the sea otter population in Southeast Alaska has been a scourge to near-shore shellfish populations and the communities that depend on them. Local subsistence and commercial fishermen are seeing significant declines in crab, urchin, abalone, geoduck, sea cucumber and other shellfish species, resulting in area closures by the Alaska Department of Fish & Game, and an estimated loss of over \$30 million in foregone catch over the last 20 years. The growth of the population of sea otters in Southeast Alaska imminently threatens the sustainability of shellfish fisheries (both subsistence and commercial) and opportunities of mariculture development. The City and Borough of Wrangell supports the State of Alaska, under the existing MMPA, petition the federal government for management authority of sea otters. The Borough also supports re-introduction of legislation that would expand Alaska Native handicraft business development that has been impeded by undercover sting operations conducted by USFWS, and other restrictive rules on otter products and sale. The Borough also supports use of waiver authority by USFWS to permit co-management of the species with the State and Alaska Native tribes. The Borough passed Resolution No. 01-18-1387 in January, 2018 supporting Sea Otter Management in Southeast Alaska.

Critical Habitat Designation for Humpback Whales:

The City & Borough of Wrangell approved an official position statement on January 14, 2020 opposing the designation.

Essential Air Service:

The CBW thanks the Delegation for their continued work to ensure Essential Air Service is fully funded. The Borough fully supports EAS, without which we would not have regularly scheduled service.

Tongass Forest Management:

The City and Borough of Wrangell supports changes to Tongass National Forest Land & Resource Management Plan to facilitate greater production of timber in Southeast Alaska. This position includes rejection of the 2016 Plan Amendment that shifted production toward young/second growth timber and a reversion back to the 2008 Plan Amendment. The City and Borough supports these changes being accomplished through either legislative means or Forest Service administrative actions. The City & Borough of Wrangell supported the reversal of the Tongass Roadless Rule and asks the delegation to work with President Biden to keep the reversal in place, despite the Executive Order just signed call for a review.

Federal Aquaculture Legislation:

In a previous Congress, bills were introduced in the House and Senate to advance the growth of aquaculture in the U.S. The major provisions of the bills (HR 6966 & S 3138 – The AQUAA Act) would establish procedures for the siting and permitting of offshore aquaculture facilities in Federal waters; seek to harmonize Federal regulation of aquaculture operations with other Federal agencies and the States; and establish a national research and development grant program to advance aquaculture technology. The City and Borough is supportive of efforts to promote aquaculture, particularly for mariculture species such as geoducks, shellfish, seaweed and kelp. Mariculture for these and similar species presents an excellent opportunity to diversify our maritime economy, create new jobs and businesses, and promote environmental sustainability and management. However, we believe that Federal aquaculture legal authority must provide an “opt out” for States whose aquaculture policies differ from the Federal government’s. In Alaska, the State prohibits finfish aquaculture and it is our view that any Federal legislation should not, either deliberately or inadvertently, override that prohibition.

From Bob Lippert (Tues., February 23, 2021)

Before moving on to new projects, let's remedy a few existing ones negatively affecting the appearance of our downtown area specifically the 4 large trash cans in the Happy Cannabis/Kadin Building/First Bank parking lot and the disgusting amount of dog waste on the city hall lawn.

Every time there is a wind event one or more of the 4 trash cans blow over spreading trash all over the area and attracting ravens that further spread the trash and cover vehicles and other objects with their feces. These cans should either be moved to a more protected area or fitted with weight at the bottom. Other communities with similar cans and trash trucks have retrofitted the cans with thick chain bolted to the outside at the bottom of the cans. This or some other solution should be implemented as this has been a recurring issue since the new cans have been in use.

The dog waste has become disgusting around city hall despite the availability of free dog waste bags. This is not the fault of the parks and rec department or employees, no one expects them to constantly pick up after other people's dogs, but some sort of enforcement needs to happen.

There are several dogs owned by the traveling nurses who live in the SEARHC apartments across the street who use that lawn several times a day, it probably won't be hard to find those responsible. Thank you for your time and consideration.

Bob Lippert
#1 Evergreen Park

From Jim DeBord (regarding the Tuesday, March 2, 2021 Special Assembly Meeting)

Dear Mr. Mayor and assembly members,

First I would like to say thank you for more than 4 hours notice this time in regards to another mask mandate, thus allowing me to exercise my first amendment right this time. I'm certain that the majority of what I would say will fall on deaf ears so I will just get right to the point and ask for two things. If this passes again, consider exempting churches, and other worship centers, and avoid another unconstitutional mandate. Second allow time for compliance, especially if any restrictions are placed on travelers who may have little to no time to respond to any new mandates. Thank you, Jim DeBord

Sent from my iPhone

From Bob Lippert (regarding the Tuesday, March 2, 2021 Special Assembly Meeting)

Assembly members:

I urge you to vote no on emergency ordinances 987, 988, and 989. The actions of these ordinances is not necessary. Enough already. It's now been one year that Covid 19 has upended our lives and it is enough. Case numbers are dropping dramatically, vaccinations are increasing, it is time to start moving back to a more normal society not ruled by Covid fear.

Enough of this. These constant restrictions are doing much much more harm than good. There is no reason for these ordinances to be passed with 4 cases in Wrangell. None of you were elected to be our protectors trying to keep us safe from any of life's dangers.

Enough.

Bob Lippert

#1 Evergreen Park

From Sharil Smith (regarding the Tuesday, March 2, 2021 Special Assembly Meeting)

To whom it may concern,

I see no need for restrictions to be put on the people and the businesses of Wrangell once again. We have 4 cases of Covid 19 currently and I don't see that as a reason for us to be declaring an emergency and putting restrictions in place that would affect the people of Wrangell into April.

I would like to state that I am not in agreement with Emergency Ordinance number 987, 988 and 989 which is up for discussion at the Special Assembly Meeting set for 3/2/2021 and instead would like to see Wrangell opened up.

Thank you for your consideration,

Sharil Smith

907-47-4995

From Chad Smith (regarding the Tuesday, March 2, 2021 Special Assembly Meeting)

To whom it may concern,

In regards to the State's Covid cases being down 70% or better since the highs in January, I think that it is totally unnecessary to be even considering these measures. I understand that we have 4 cases currently in Wrangell? And I don't see this as something to be worried about to this level.

I am not in agreement with Emergency declarations being set in place for Wrangell.

Thank you for your consideration,

Chad Smith

907-470-4994

From Mike Lockabey (regarding the Tuesday, March 2, 2021 Special Assembly Meeting)

Hi Kim,

Please put this short note in the similes packet for the meeting.

From: Michael Lockabey,

As you consider the new emergency ordinances tonight please keep in mind that the state of Alaska is no longer under an emergency authorization. The city of Wrangell as you know is under emergency authorization but was clearly stated at the time it was done that it was for funding reasons.

I realize that Petersburg is our next-door neighbor and we need to be aware of that and possibly even not allow travelers from Petersburg for the next couple weeks. With the spike I urge you to be objective and realize that we don't have to manage for every community around us and a mega emergency level. I believe it should be monitored closely and reacted to as events occur.

I'll have to tell you that I don't believe every case and every positive test is now considered a case is necessarily a reason to alter how we're living in Wrangell. As I watch the nation curve trend downward dramatically very dramatically it becomes apparent that things are changing for the better.

Please be mindful unit to cause a panic in reaction to events in other places both near and far.

I have traveled through five states in the west in the last month and almost everywhere people are relaxing and businesses are almost back to normal and we need to leave that happen and Wrangell unless something occurs to stop that.

The constant nearest of state of near panic in response to this relatively mild virus has been and will continue to be extremely destructive to our communities well-being.

It sounds to me after reading the agenda that you are planning to implement restrictions and in the near future even more stringent restrictions in reaction to other other communities.

I would recommend that the city not allow any large gatherings from schools or events such as beer fest or others that would bring a lot of people from outside here. That's apparently what happened in Petersburg and we should learn from that.

Thank you for your time.

Mike Lockabey

Sent from my iPhone

From James Freeman (regarding the Tuesday, March 2, 2021 Special Assembly Meeting)

Dear Mayor and City Council,

I am a resident of Wrangell and a businessman. As a business owner I travel a lot and have seen firsthand how this pandemic has been managed in multiple states, counties, cities, and towns. The places that have been most open, and supportive of their citizens and businesses have done better than the ones that have had severe lockdowns, fines, etc. That is a fact that can easily be supported. The psychological, moral, and economic damage done to a community that is living in fear is much worse than the actual effects of the virus. Those are facts that can be supported easily with a simple statistical analysis of the local and national numbers that are readily available.

If you want to actually "follow the science", then do so objectively. How many people in Wrangell have been sick from Covid? What was the result? How many people have died from Covid in Wrangell? How many people get sick in Wrangell on average over a year prior to 2019? What is the mortality rate in Wrangell on average in a "normal" year? What are the mental health ramifications of continuing restrictions on normal life for Wrangell? What have been, are, and will be the economic ramifications for Wrangell for doing what you already have done, continue to do, and want to do? It is no secret that you have lost revenue, such as much of your tourism, that will only continue with passing what you propose.

My company is headquartered in California with stores in three states, soon to be four. We ship products all over the U.S and we have discussed opening a branch in Wrangell. This would include production of products, packaging, and shipping, and working with other businesses in Wrangell to facilitate our needs. Those plans and potential positive additions to the economy of Wrangell are at jeopardy should you continue to head down this path when other communities and states are opening back up.

With sincere regards,

James Freeman
Jimboy's North America
80 Iron Point Circle
Suite 105
Folsom CA 95630




From Michael Smith (regarding the Tuesday, March 2, 2021 Special Assembly Meeting)

To whom it may concern:

I am concerned about the proposal to put our city on Emergency Ordinance no 987 regarding the coronavirus issue.

It is of concern to me that after a year(!) of dealing with this issue there is a proposal to shut us back down, which will further hurt our economy, especially during the early part of the year when we have the hope of returning to a pre-pandemic state.

I would like to quote a newspaper from Kauai, HI, of all places, regarding this...

“For most people, the coronavirus causes mild or moderate symptoms, such as fever and cough that clear up in two to three weeks. For some, especially older adults and people with existing health problems, it can cause more severe illness, including pneumonia and death. The vast majority of people recover.”

With the issuance of the vaccine for the virus and such a positive response, there is a greater stability offered to our community.

For those people in a compromised state of health need to be careful of their health and act accordingly.

The rest of the people need to have the opportunity to go about trying to get their lives back to normal.

Thank you,

Michael Smith

From James Rowland (regarding the Tuesday, March 2, 2021 Special Assembly Meeting)

I don't agree with the decision to require mask wearing again. It's a free country and should be a free choice if we want to mask up. Wrangell doesn't even have an issue with cases out of control. It feels like we are living in fear. That's no way to live.

From Joely Rowland (regarding the Tuesday, March 2, 2021 Special Assembly Meeting)

I don't agree with the decision to require masks again. It should be a personal choice whether we wear one or not. With the number of confirmed cases in Wrangell, it's unnecessary.

From Jim Leslie (regarding the Tuesday, March 2, 2021 Special Assembly Meeting)

Public Comments on City Mask Mandate

Greetings Mayor, Assembly Members and Members of the public; I would like to voice my support for a mask mandate. It is proven scientific fact that wearing masks, hand washing and social distancing reduces the risk of Covid Virus transmission, why would we not use every tool in our arsenal to protect one another? Given the recent outbreak in Petersburg it only makes sense to increase our vigilance until this risk has passed. It only takes one asymptomatic person to arrive in town, contact their family and other members of the community before they are aware that they are shedding virus to take us from a safe place to a crisis of medical care capacity as we recently witnessed in Petersburg. We are a small, isolated community. The science tells us that we are at risk of a rapidly spreading pandemic with just a few days of undiagnosed Covid infected people circulating throughout the community.

If, for no other reason, we should wear masks to protect our health care workers. They are our family, relatives and neighbors. Let's not put them at risk by cooperatively deciding, as a community, to wear masks until this latest outbreak in Petersburg passes. Prevention is a far better strategy than reaction.

Thank you –
Jim Leslie

From Walter Moorhead (regarding the Tuesday, March 2, 2021 Special Assembly Meeting)

Please include my email below in comments from persons to be heard.

Topic: Public health measures in response to the recent outbreak of Covid cases in our area.

We have all had access to news reports of a recent increase in positive Covid test results in Wrangell and Petersburg. At least one case in Petersburg is an individual who has been vaccinated.

Please consider the relative merit and risks to the public health, the school system, and the local economy as you consider reimposing the use of preventative measures in public spaces during this time.

We need to stay focused on mitigating the impact of the pandemic on our town. The minor inconveniences of social precautions are worth considering, compared to the impact of dozens of Covid cases on Wrangell. Prevention is really the only tool in the box.

Thank you for careful deliberation. Results will surely follow.

Walter Moorhead

117 Mt. Dewey Lane

Wrangell, AK 99929



From Bruce and Carla Smith (regarding the Tuesday, March 2, 2021 Special Assembly Meeting)

No Masks! No Fines! No Tests! Stop the fear and open up this state! Thank you Bruce and Carla Smith

From Jim Bailey (regarding the Tuesday, March 2, 2021 Special Assembly Meeting)

Mayor, assembly, and city manager,

I see in the reasoning for this ordinance, the Alaska department of public health was unable to contact or the individual refused to interview. Does law enforcement do anything about this? If not, how can this be allowed without letting the public know who is a possible covid-19 carrier among them?

If the mask and quarantine ordinance is not enforced, it shouldn't be put in place. It just divides the residents of Wrangell. If you go with this ordinance, you should at least be able to enforce it with City employees. If I'm wearing a mask in public and see a city vehicle drive by with two employees in it unmasked, it is very frustrating. Go into the post office, which is a federal building with Federal masking requirements and see how many employees or customers are wearing masks. I have even seen hospital employees in the post office without masks when the prior mask ordinance was in place.

My main issue with this is that people that follow these rules face economic and social impacts and inconveniences by quarantining masking and loss of work while other people face no impacts when ignoring said rules. I feel that enforcement is necessary or just do away with unenforced requirements and instead focus on public awareness and education, like how sick local cases actually were and are.

I've been to three states other than Alaska this year and wearing a mask in public close contact settings is common. In Wrangell it is not. I don't find it too difficult to put a mask on in these situations on the chance it might help protect somebody, but if others don't mask I guess I don't see why I should bother, as I will soon be protected by the vaccine as will anybody that wants to be in Wrangell.

in closing, my feelings are either enforce what you put in place or don't waste time and resources on this ordinance 988.

Jim Bailey

From Hollie Levine (regarding the Tuesday, March 2, 2021 Special Assembly Meeting)

To Whom It May Concern:

I am writing this email to be heard as a resident of Wrangell. . .

I believe in science and its ability to discover and understand the physical world around us. I believe in science that continues to study and evolve in its understanding of the current pandemic. I would hope that those that make decisions for our community also follow what science is saying about the current pandemic. It has been very hard for all of us - missing our friends and family members, not being able to travel as freely, not being able to gather in large groups to celebrate, etc. But, I believe that the only way out of this is to get through it by doing the best we can to protect ourselves and our community using what science has continued to discover and recommend.

Unfortunately, not everyone thinks this way and frankly it saddens me that there are those that would politicize following science turning what should be a no-brainer into some idea about infringement of freedoms.

The bottom line is whether the people in this community truly care about one another or not.

I, personally, care. I have gotten vaccinated. I wear a mask when I leave my home.

I am sorry, but if people choose to not care about others, then unfortunately the community then has a right to protect itself.

I have no problem with the community implementing any rules deemed necessary that follow the science in order to protect everyone here.

Thank you for listening.

Hollie Levine

From Vickie Bunes-Taylor (regarding the Tuesday, March 2, 2021 Special Assembly Meeting)

Honorable Mayor and City Council Members,

Thank you for once again grabbing this nasty COVID bull by the horns and attempting to protect the ENTIRE community! In a perfect world, perhaps an emergency declaration would not be necessary to follow EXPERT (scientific) mitigation advice. People would choose to take care of each other.

In the past year of my self-imposed social distancing; it has been my experience that at least half of the people I have encountered, are uninformed and/or unconcerned about my well-being. The lack of knowledge and/or willingness to voluntarily follow the few known and recommended mitigations, ASTONISHES me.

PLEASE thoughtfully consider what your commitment to our community entails. I am sorry this is a struggle. I fully support the mitigation measures suggested.

Vickie Bunes-Taylor


**From Rod Brown (regarding the Tuesday, March 2, 2021
Special Assembly Meeting)**

To: Members of the Wrangell Borough Assembly, Wrangel Borough Manager,
and Mayor of Wrangell

The Mayo Clinic and other reputable medical institutions agree that wearing a mask in enclosed spaces, along with hand washing and social distancing, help to prevent the spread of Covid0-19 infections. Also, it has recently been reported that an individual in Petersburg tested positive for the virus even though they had been vaccinated. To me, this indicates that even though someone has been vaccinated, it is still possible that such a person could spread the virus.

Wearing a mask when you are in enclosed spaces is a matter of common courtesy and an action that shows that you care about the welfare of your friends, neighbors, and other members of our community. Some people feel that wearing a mask limits their freedom. However, I feel that freedom comes with responsibilities. In this case I feel that one of these responsibilities is wearing a mask when you are in enclosed spaces.

Sincerely,

Rod Brown

From Zachary Taylor (regarding the Tuesday, March 2, 2021 Special Assembly Meeting)

Dear Wrangell Assembly and EOC,
3/2/2021

For those of you who may not know me, I am the Owner/Operator of the tour company Muddy Water Adventures, the Manager of the school bus company Taylor Transportation, and a Lieutenant and Firefighter/EMT2 on the Volunteer Fire Department. All of these positions have been drastically affected by this pandemic.

I am writing to fully support the mask mandate. The longer our citizens go about unmasked and unrestricted, the longer that we will be in this pandemic. Each time the virus spreads, it increases the chances that it will mutate into a different strain, making the current vaccines less effective. While there is indeed a very small chance of death from this virus, I do not want it to be anyone we all know and care for, just because we were all inconvenienced by a mask.

I personally did ZERO sales in tours in 2020 and am down roughly \$70,000 in income. With the lack of cruise ships expected this year, I will be closing my doors permanently if we do not get some independent travelers. This will not happen if Wrangell is a "red zone" like so many other communities nearby and around the country.

The schools are currently shut down, which makes the school buses shut down as well, which also means no income in the winter for me. The school has done a fantastic job of mitigating the spread of the virus this year, but all that stops the moment the students leave the building and walk into a city with no mask mandate.

With both of my sources of income being in serious danger due to the spread of this virus, I am becoming quite worried about how I am going to be able to support myself if the pandemic continues to go on unchecked. I implore you to do everything in your power to slow the spread of the Covid-19 virus, including the mask mandate that is being discussed this evening.

Thank you,

Zachary Taylor

From Paul McIntyre (regarding the Tuesday, March 2, 2021 Special Assembly Meeting)

This email is in response to the city council going to propose and vote on mask mandates and fines that restrict and penalize our community. Our community has, right now, access to COVID-19 vaccine for every resident. Anyone wanting to get vaccinated can do so. Our city council has no business imposing mandates on the residents of Wrangell.

Paul McIntyre



**From Don Sherman (regarding the Tuesday, March 2, 2021
Special Assembly Meeting)**

Good evening,

I would like to express my support for our city government to decide what's best for our community. I trust you'll represent us well and your decision will be based on the best available science and factual information.

Thank you for your work,

Don Sherman

From Becky McIntyre (regarding the Tuesday, March 2, 2021 Special Assembly Meeting

TO MAYOR STEVE PRYSUNKA AND THE ASSEMBLY MEMBERS OF THE CITY AND BOROUGH OF WRANGELL,

I am not against wearing a mask or social distancing. However, I am against being mandated by our city leaders to do so. In my opinion, our city leaders should respect individual liberty and personal choice. The leaders of this city should not mandate what we can decide for ourselves.

There are significant disagreements in the scientific and medical communities on the effects of wearing masks. I believe mask mandates violate personal autonomy, and the city leaders should not override the ability of an individual to make the decision for themselves.

Every adult has the right and responsibility to evaluate health threats, options, and precautions, and make their own decision. We have Covid-19 vaccinations available to residents who choose that option, as well as the many safety protocols the residents and businesses in this community have already taken. Mask mandates create fear and distrust in our community, while promoting division and social conditioning, instead of supporting and respecting the personal freedom of all the residents and businesses of Wrangell. Mask mandates forbid anyone who has a conscious objection to wearing a mask, from participating in society.

Mr. Mayor Steve Prysunka and Assembly Members,
Please take my words into consideration. I am wholeheartedly against a mask mandate in the City of Wrangell. The citizens and businesses of this community are smart, responsible, trustworthy and capable to make these decisions for ourselves.

Sincerely,
Becky McIntyre

From Joan Sargent (regarding the Tuesday, March 2, 2021 Special Assembly Meeting)

Dear Assembly Members,

I support you in your vote for a mask mandate and airport testing at the meeting tonight. John and I returned to Wrangell this morning after traveling by car through 6 states (Colorado, Wyoming, Oregon, Idaho and Washington). We did not encounter anyone without a mask on in any business or facility. Some restaurants were opened with limited capacity and customers wore masks until seated and then as they left the table. All employees wore masks 'properly'. Many doors had signs on them that indicated that masks were mandated either by state or local ordinance. However, many did not even have a sign on the door indicating masks were mandated. Regardless, everyone we encountered was wearing a mask. We were amazed!

Obviously, your action is consistent with the general consensus of what is occurring in the lower 48.

And, yes, we voluntarily tested upon our return. The only thing the staff didn't do was to tell us to quarantine until we got our test result. They also didn't inform us that we had an option to return for a follow up test. Because we do keep abreast of the recommendations and are concerned about bringing COVID into the community, especially a variant, we will quarantine and will return in for a follow up test in 5 days. *I suggest that the city produce some sort of handout to be given to people arriving at the airport that inform them of the local mandates and their options.*

Again, thank you for all you are doing to keep us safe and for 'taking the heat' for(m) all the diverse opinions of our community members.

Joan Sargent

Minutes of Regular Assembly Meeting
Held on February 23, 2021

Mayor Prysunka called the Regular Assembly meeting to order at 7:01 p.m., February 23, 2021 by Zoom teleconference. Assembly Member Howe led the pledge of allegiance and the roll was called.

PRESENT: PRYSUNKA, POWELL, DALRYMPLE, GILBERT, MORRISON, COURSON, HOWE

ABSENT: NONE

Borough Manager Von Bargaen and Borough Clerk Lane were also in attendance.

CEREMONIAL MATTERS – None.

PERSONS TO BE HEARD / PUBLIC CORRESPONDENCE

Wrangell School Superintendent Debbe Lancaster provided a school district report.

Julie Decker, resident stated that she could provide information on item 13e, when that item came up on the Agenda.

AMENDMENTS TO THE AGENDA

M/S: Gilbert/Morrison moved to move Item 13e to take place before Item 13a. Motion approved unanimously by polled vote.

CONFLICT OF INTEREST – None.

CONSENT AGENDA

- a. Minutes of the February 9, 2021 Regular Assembly Meeting
- b. CORRESPONDENCE - School Board Minutes from the February 15, 2021 Regular Meeting

M/S: Gilbert/Morrison to approve the Consent Agenda, as presented. Motion approved unanimously by polled vote.

BOROUGH MANAGER'S REPORT

Jamie Roberts provided the COVID-19 report.

Manager Von Bargaen's report was provided.

BOROUGH CLERK'S FILE

Clerk Lane's report was provided.

MAYOR AND ASSEMBLY BUSINESS

Prysunka stated that there will be a SEAPA meeting later this week; will report back on that meeting.

MAYOR AND ASSEMBLY APPOINTMENTS – None.

PUBLIC HEARING

11a ORDINANCE NO. 986 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING SECTION 5.10.060, SALE OF SURPLUS, OBSOLETE, OR UNNEEDED PERSONAL PROPERTY, IN CHAPTER 5.10 OF THE WRANGELL MUNICIPAL CODE

Mayor Prysunka declared the Public Hearing open for this item.

Clerk Lane provided an administrative report on this item.

Hearing that there were no persons to speak on this item, Prysunka declared the Public Hearing closed and entertained a motion.

M/S: Powell/Gilbert to approve Ordinance No. 986. Motion approved unanimously by polled vote.

UNFINISHED BUSINESS – None.

NEW BUSINESS

13e a RESOLUTION No. 02-21-1567 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA URGING THE ALASKA LEGISLATURE TO PASS HOUSE BILL 41 AND SENATE BILL 64 ALLOWING FOR SHELLFISH FISHERY ENHANCEMENT AND MARKETING OF AQUATIC FARM PRODUCTS BY THE ALASKA SEAFOOD MARKETING INSTITUTE (ASMI)

M/S: Gilbert/Howe moved to Approve Resolution No. 02-21-1567.

Julie Decker stated that these bills have been offered in the future but did not pass; Decker explained each bill; would allow for shellfish fishery enhancement, similar to what is done with Salmon enhancement; would allow the Alaska Seafood Marketing Institute (ASMI) to market aquatic farm products; could be used to restock some of the shellfish that are in decline; should be receiving a plan for a seaweed development farm.

Motion approved unanimously by polled vote.

13a b Approval of the Surplus Property Policies and Procedures

M/S: Howe/Gilbert to Approve the Surplus Property Policies and Procedures. Motion approved unanimously by polled vote.

13b c EMERGENCY RESOLUTION NO 02-21-1564 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, REPEALING AND REPLACING RESOLUTION NO 01-21-1557, ESTABLISHING THE TEMPORARY AMENDMENT OF WRANGELL MUNICIPAL CODE SECTION 3.05.050 (TELECONFERENCING) RELATED TO ASSEMBLY MEETINGS SECTION AND PROVIDING GUIDANCE FOR ALL NON-ESSENTIAL BOROUGH COMMISSION, BOARD AND COMMITTEE MEETINGS

M/S: Morrison/Powell moved to Approve Emergency Resolution No. 02-21-1564.

Clerk Lane explained that this Resolution would allow for the Assembly, Staff, and the Public to start attending meetings of the Assembly and other Boards and Commissions in-person with a few modifications. There would only be a total of 6 persons (staff and the public) allowed in City Hall during the meeting. There would be six chairs in the lobby, staged 6-feet apart. The Clerk, Manager,

and Assembly would not be included in that count. The Assembly, Staff and the Public would still have the option to attend via teleconference. This Resolution allows for the quorum of the Assembly or other Boards and Commissions to be based off the in-person and the teleconference attendance.

Prysunka stated that he would like to see us have face masks available for persons who do not or can not wear a face mask.

Motion approved unanimously by polled vote.

13e d RESOLUTION NO. 02-21-1565 OF THE ASSEMBLY OF THE CITY & BOROUGH OF WRANGELL, ALASKA AMENDING THE FY 2021 BUDGET IN THE GENERAL FUND BY ACCEPTING DONATIONS FOR DIGITIZING WRANGELL NEWSPAPERS IN THE AMOUNT OF \$550 AND AUTHORIZING ITS EXPENDITURE

M/S: Powell/Morrison to approve Resolution No. 02-21-1565. Motion approved unanimously by polled vote.

13d e RESOLUTION NO. 02-21-1566 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE FY 2021 BUDGET IN HARBOR FUND BY TRANSFERRING \$8,000 FROM HARBOR RESERVES TO THE HARBOR FACILITY REPAIRS AND MAINTENANCE ACCOUNT FOR PARTS, DIVE SURVEY AND REPAIRS OF THE HERITAGE HARBOR WATERLINE

M/S: Powell/Courson moved to approve Resolution No. 02-21-1566.

Steve Miller, Port & Harbor Director explained that every flange in Phase 1 in Heritage Harbor needs to be replaced; at any moment we could have a water line break; water is shut off right to all but the one flange that was fixed.

Prysunka questioned if the vendor could be held liable for the costs. Miller stated that he had explored that but could not track down the source.

Motion approved unanimously by polled vote.

ATTORNEY'S FILE

14 Available for Assembly review in the Borough Clerk's office.

EXECUTIVE SESSION – None.

Regular Assembly meeting adjourned at 8:16 p.m.

Stephen Prysunka, Borough Mayor

ATTEST: _____
Kim Lane, MMC, Borough Clerk

Minutes of Special Assembly Meeting

Held on February 24, 2021

Mayor Prysunka called the Special Assembly meeting to order at 6:00 p.m., February 24, 2021 by Zoom teleconference.

PRESENT: PRYSUNKA, POWELL, DALRYMPLE, GILBERT, MORRISON, COURSON, HOWE

ABSENT: NONE

PERSONS TO BE HEARD / PUBLIC CORRESPONDENCE – None.

CONFLICT OF INTEREST – None.

EXECUTIVE SESSION

5a Executive Session: Discussion between the Borough Assembly, Borough Manager, and the Borough Attorney regarding the process and outcome that was utilized regarding a recent employee complaint against an Assembly Member and protecting the Borough and Individual Assembly Members from potential liability.

M/S: Gilbert/Morrison to Approve going into Executive Session to have a Discussion between the Borough Assembly, Borough Manager, and the Borough Attorney regarding the process and outcome that was utilized regarding a recent employee complaint against an Assembly Member and protecting the Borough and Individual Assembly Members from potential liability.

Borough Attorney Joe Levesque stated that at no time will the complainant be discussed in Executive Session.

Motion approved unanimously by polled vote.

Special meeting recessed into Executive Session at 6:08 p.m.

Special meeting reconvened back into Special Session at 8:06 p.m.

Prysunka declared a Conflict of Interest at this time and recused himself from the next item; Prysunka turned the gavel over to Vice-Mayor Gilbert. There were no objections from the Assembly.

M/S: Powell/Courson that in case number 02-21-01, we reject the findings of the city manager on the basis that we have a policy in place of a 10-day period for complaints in Section 711 of the Personnel Policy, and that we write a letter of apology to the assembly member that this infraction was against.

Special Assembly meeting adjourned at 8:07 p.m.

Stephen Prysunka, Borough Mayor

ATTEST: _____
Kim Lane, MMC, Borough Clerk

Minutes of Special Assembly Meeting
Held on March 2, 2021

Mayor Prysunka called the Special Assembly meeting to order at 6:00 p.m., March 2, 2021 by Zoom teleconference.

PRESENT: PRYSUNKA, DALRYMPLE, GILBERT, MORRISON, COURSON, HOWE

ABSENT: POWELL

PERSONS TO BE HEARD / PUBLIC CORRESPONDENCE

The following persons submitted correspondence for the March 2, 2021 Special Assembly meeting. This correspondence will be added to the March 9, 2021 Regular Assembly Meeting.

- Jim DeBord
- Bob Lippert
- Sharil Smith
- Chad Smith
- Mike Lockabey
- James Freeman
- Michael Smith
- James Rowland
- Joely Rowland
- Jim Leslie
- Walter Moorhead
- Bruce and Carla Smith
- Jim Bailey
- Hollie Levine
- Vickie Bunes-Taylor
- Rod Brown
- Zachary Taylor
- Paul McIntyre
- Don Sherman
- Becky McIntyre

Morgan Sanford spoke in opposition of the Emergency Ordances.

Valerie Massie spoke in favor of Emergency Ordinance 987.

DJ McConachie spoke in opposition of the Emergency Ordinances.

Zachary Taylor spoke in favor of Emergency Ordinance 987.

Donald McConachie Sr. spoke in opposition of Emergency Ordinance 987.

Rolland Howell spoke in opposition of the Emergency Ordinances.

CONFLICT OF INTEREST – None.

ITEM(S) OF BUSINESS

6a EMERGENCY ORDINANCE NO 987 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA REAFFIRMING THE DECLARATION OF EMERGENCY IN EMERGENCY ORDINANCES 976, 980 AND 985 AND REQUIRING A FACE COVERING IN CERTAIN INDOOR SETTINGS, ACTIVATING THE PENALTY IN THE WRANGELL MUNICIPAL CODE, AND STRONGLY URGING OTHER MITIGATION ACTIONS

M/S: Gilbert/Morrison to Approve Emergency Ordinance No. 987.

Von Bargaen gave a summary of why this Emergency Ordinance is being brought forward; Petersburg has many cases of COVID and it is known that they have mixed with Wrangell residents; four cases that we have had here in Wrangell, in the last two weeks; addressed the case that refused to complete contact tracing with Public Health; not suggesting any closures, just trying to keep businesses open and the community safe.

Captain Dorianne Sprehe provided extensive COVID update and overview on where we sit, currently and where we are with the numbers; Petersburg currently reporting 65 cases with over 230 pending cases; having a high case count in younger kids, larger congregate settings; community may be at a higher risk due to the delayed contact tracing; State has Wrangell in a high level; mask wearing is a continued recommendation by the Center for Disease Control.

Gilbert asked if regarding the Petersburg outbreak, is it known why the virus spread so quickly.

Captain Sprehe stated that Public Health stated that it is their understanding that the spread was caused by people letting down their guard and a large attendance at congregate settings.

Morrison stated that she believes that because of the case in Cordova where someone traveled into the community and did not test, she does believe in this course of action.

Howe stated that he did agree with Gilbert, but he would be interested in amending the Ordinance to enact a shorter time to sunset the Ordinance.

Prysunka reminded the Assembly that at any time, a Special Assembly meeting could be called to terminate the Ordinance.

Courson stated that he would be voting no on this Ordinance; questioned why this was being considered when there were only two active cases.

Dalrymple stated that he would be supporting this Ordinance; believes that we are getting close to the end of this pandemic however, we are also seeing what happens when we drop our guard; believes that we need to look at rebuilding our community and this will help.

Prysunka stated that he spoke with the Mayor of Petersburg at he stated that this has devastated Petersburg; everything is essentially shut down; mandates that are in place there may not have done any good in their situation because people have not followed what was mandated.

Motion approved with Gilbert, Morrison, Howe, Dalrymple and Prysunka voting yes; Courson voted no.

6b EMERGENCY ORDINANCE NO 988 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, REAFFIRMING THE DECLARATION OF EMERGENCY IN EMERGENCY ORDINANCES 976, 980 AND 985 AND ADOPTING THE REQUIREMENT OF INTERNATIONAL AND INTERSTATE TRAVEL TESTING MEASURES

M/S: Morrison/Gilbert to Approve Emergency Ordinance No. 988.

Von Bargen gave a summary as to the reasoning behind this Emergency Ordinance; this is a low impact type of action to help slow the spread of COVID in our community; no penalty in this Ordinance; provision in this Ordinance that allows for Alaska residents to quarantine in lieu of testing at the airport, if they wish to do so.

Captain Sprehe stated that Travel Declarations have dropped off significantly at the Airport since the State Mandates expired; stated that if the situation that happened in Cordova, happened here, we could have many cases in our community.

Gilbert questioned if the testing at the airport was free. Captain Sprehe stated that testing at the airport is free for all travelers.

Motion approved with Gilbert, Morrison, Howe, Dalrymple and Prysunka voting yes; Courson voted no.

6c EMERGENCY ORDINANCE NO 989 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, REAFFIRMING THE DECLARATION OF EMERGENCY IN EMERGENCY ORDINANCES 976, 980 AND 985 AND ADOPTING THE REQUIREMENT OF INTRASTATE TRAVEL TESTING MEASURES

M/S: Gilbert/Morrison to Approve Emergency Ordinance No. 989.

Von Bargen stated that this has the same provisions that the Interstate Emergency Ordinance except that it provides direction for all persons coming into the community at all points of entry into the community; any person arriving by any mode of transportation is invited to go to the Airport and test there; no penalty in this Emergency Ordinance.

Motion approved unanimously by polled vote.

Special Assembly meeting adjourned at 7:06 p.m.

Stephen Prysunka, Borough Mayor

ATTEST: _____
Kim Lane, MMC, Borough Clerk

MEMORANDUM

**TO: HONORABLE MAYOR AND MEMBERS OF THE ASSEMBLY
CITY AND BOROUGH OF WRANGELL**

FROM: CAROL RUSHMORE, ECONOMIC DEVELOPMENT DIRECTOR

SUBJECT: Economic Development Department

DATE: March 9, 2021

Economic Development:

Southeast Alaska COVID-19 Study:

Wrangell has been selected as one of four communities in southeast to participate in a joint UAS/USFS research project to understand the effects of the COVID-19 pandemic on tourism and implications for rural Southeast Alaska communities. The goals of the one year study (which began in October) are to (1) explore the social and economic effects of COVID-19 on the Southeast Alaska region in general and focusing on four communities (boroughs/cities) with varying degrees of engagement with the tourism economy. (2) develop an understanding of how communities have adapted to these changes through policy, programs, initiatives, or governance structures, and (3) report out to the communities about the findings. The other communities selected and participating are Skagway, Hoonah and Angoon. A focus group with Wrangell businesses is currently scheduled for the week of March 8 to encourage conversation and dialog regarding some of the impacts, measures to mitigate and recovery options.

INFRA Grant: Infrastructure for Rebuilding America: INFRA is an infrastructure grant through the US Dept. of Transportation. Staff participated in a webinar on Feb 22 about eligibility and how to apply. and while we ARE eligible, there are grant requirements that likely will kick us out of being eligible for this year anyway.

The grant program is a national competition for \$889 million. Eligibility is broken down into Large or Small projects. Small projects minimum grant award is \$5 million and there is 60% maximum INFRA cost share. Thus, the minimum project size (of eligible costs) is \$8,333,333 (\$5 million plus the 40% match requirement). INFRA can be 60% of project costs, but total federal funding can be up to 80% of total project cost. Application due date is March 19, 2021, a very quick turnaround.

Eligible projects include highway freight projects, bridge projects, grade crossing projects, other freight projects within maritime/port facilities and intermodal. Based on the webinar, it sounds like that projects need to be already on the path toward construction. There are 7 eligibility criteria – the primary one for Small Project is the project is cost effective. You MUST have Benefit Cost Analysis (BCA) for the project. The guidelines for this are pretty detailed and would likely take longer than the three weeks to a month we have available for the application. Another project eligibility criteria is that the project is based on preliminary engineering which can include design drawings (not necessarily complete), EAs, studies, surveys etc. Another key criteria is

that funding is available/dependable and commitments can be shown. Small Projects can be ONLY engineering and design, but their evaluation criteria is clear that projects are leading to construction and that construction would commence within 18 months of obligation. They will be analyzing the ability to have the construction funds ready AFTER completion of the engineering design.

The barge ramp would definitely be an eligible project had we any basic studies or engineering analysis completed. The Inner Harbor construction might be eligible, but based on their review criteria, would likely not rank well.

FEMA Port Security Grant Program:

Staff participated in a webinar about eligibility and how to apply. The Borough applied last year for port security cameras but did not receive the award. Their application process can be complicated. Focus of the grant is cyber security safety. There are a few other options that could be eligible but Port Security and how it falls into the FEMA program requirements and the priorities of the Captain of the Port are crucial. Staff will begin the application process for Security Cameras unless other project ideas are determined soon.

Planning and Zoning:

The Commission completed their initial development of draft zoning for the Institute Property. They had developed a mixed use commercial and residential zone for the Institute area in April. However, with the modifications to the Master Plan (changing the uses of the northern half of the parcel to all residential), the Commission relooked at the draft zone and is now proposing formal changes to the Master Plan and new zoning districts – including Medium Density Residential, Rural Commercial, and Planned Unit Development Districts. The draft survey, COE permit application for wetland fill, and utility engineering have been submitted and staff is providing comments to R&M Engineering.

Alaska Chapter of the American Planning Association Conference:

The annual conference went virtual this year. Staff tried to participate as much as possible. There were not as many sessions nor were they of the caliber the in-person conference usually brings, but there were a few sessions on subdivisions, road construction and access, hazard mitigation considerations, planning for resiliency.

Tourism:

DMAWest Tech Summit:

This is an annual conference that was cancelled last year due to the pandemic and has gone virtual for this year. They are providing 2 sessions 2 days a week over the course of the month of March. Usually there are multiple sessions to choose from and are very tech oriented, tips, tools, new trends, and while that is still the case, thus far the hands-on learning for technical issues related to on-line marketing needs, tracking, analytics etc. has not been as strong as in the past. Session topics and number of have been reduced. However, there is still good information being provided, but not in the capacity as in person meetings.

Participated in a tourism teleconference with Senator Murkowski on February 19. Key topics were:

Working on another round of COVID relief

1% lost revenue is about the average for states nationwide

Alaska is down 33% in lost revenue

Hawaii is about 20% down and they are the next highest lost revenue state

Working on a waiver for cruise ships. Talking with Canada, but still having major issues with CDC and their guidelines. Ships in May are doubtful, but we are hopeful for later summer. Her point to other Senators is the timeline to get all the pieces in place to be able to start up.

Pax Vessel Service Act – not easy to get exemption. Not a Jones Act Waiver – is a different issue. Working to get a temp one for the pandemic. Can a technical stop be done or a waiver of fees, what can administration due to waive requirements? If we skip Canada, violates the PVSA, it means that non US Citizens – crew members, are then considered to be engaged in domestic employment (have to stop in foreign country every 29 days). Could you weigh anchor? Do pax have to get off? Trying to cover all angles. Can only be done by executive order only if in interest of national defense.

Alaska Emergency Declaration expiration and how it will effect

Alaska became first state to NOT have an emergency declaration in place. Still learning about what it will mean in terms of impact. Without state declaration, could lose \$8 million/month from SNAP food stamp benefits. She is working on amendment to strike the requirement. Tax issues might be affected: Employer retention benefits. Mass Vaccine sites or testing sites might be impacted.

What has helped delegation most is when the industry gives us direct and specific stories about the impacts. What it means. Need story along with facts and stats.

Could there be funds specifically for the visitor sector in next relief bill?

There is a restaurant act being proposed that is targeting funds. But lots of tour operators have also been greatly impacted. Looking to do something for tourism industry. Targeted approach with what comes next. Some sectors are doing well or quite well. The impact is not even across the country. Funds need to go where the need is.

Don't think would be legal to REQUIRE someone to be vaccinated to go on tour or stay in lodging.

Branding

CVB is working on the launch of the new brand, but trying to coordinate the new look with a new website and marketing materials. The CVB has moved to cancel the Google My Business Contract with Truly360 as they have not performed this fiscal year and utilize those funds, or Transient Tax funds to modify the contract with SPAWN to implement the branding guide for a new website (more information on the budget is in a separate report).

To: Borough Manger Von Bargaen
CC: Mayor Prysunka and Borough Assembly
Subject: February Public Works Report
From: Tom Wetor, Public Works Director

WASTEWATER PLANT

1. Several alarms and issues arose with pump stations requiring staff call out time and attention. Staff were able to trouble shoot and resolve problems with Nodes 14-17.
2. Several pump stations went down, including ones on Peninsula Street, Petroglyph Beach, and Shoemaker Loop.
3. Excessive flow rates persisted through December with the considerable amount of rain fall. Staff unveiled a missing manhole cover and made steps to secure the location. It is suspected that the cover moved during earlier season brush clearing. Operators believed it may have been from the State clearing brush earlier in the year.
4. Staff met with SEARHC to discuss the generator at Node 19.
5. Cold temperatures in February resulted in frozen equipment. One of the frozen diffusers had to be removed from the aeration pond and was replaced.

WATER TREATMENT PLANT

1. Concerns rose last month with the inclement weather, reservoir stability being one of them. The Department has been in contact with the State about the dam and reservoir stability.
2. Along with the help of the Mayor and an outside party, staff successfully gathered footage of underwater infrastructure in the lower reservoir in addition to aerial footage of the mountainsides at the reservoirs. All this information will be beneficial in the resolution of these problems.
3. The November water test for disinfection byproducts had to be redone. Follow up tests showed significant reductions however water quality was still out of compliance at that time. The results were on par at the same time last year. Staff have been making every effort possible to work towards getting numbers in compliance. The voluntary January test was well below regulation compliance with HAA5 at 42.1 ppb. This week the official quarterly sample was taken, and staff can expect results from that test in 6 weeks.
4. The scope of work has been sent to a consultant for interim water quality solutions. NTL Alaska has sent their proposal back and it is on the agenda for approval by the Assembly at this meeting. There is an accompanying resolution amending the budget for the funding for this assessment.
5. A firm has been selected for the Water Treatment Plant project. Negotiations on design and engineering scope and cost are nearly at completion have begun with DOWL.
6. Certain Valves are being reconfigured at the Water Treatment Plant. Staff have reached back out to HDR, the design engineer, and are awaiting DEC approval on drawings.

7. Public Works and Capital Facilities have been working together alongside engineers on the dam bypass project for the upper reservoir.
8. When the reservoir froze solid in February, staff were able to cut a hole in the ice and get a camera in to inspect the grate and any other underwater infrastructure. The video showed the grate is nearly closed off from years of buildup on the metal bars. Discussions about removing debris and build up are ongoing.

SANITATION

1. Staff are working with a consultant on the baler project. The consultant has already begun contacting the references and resources that have been provided him. Staff are hopeful that consultation will end in March at which time the project can continue moving forward.
2. High winds and inclement weather resulted in a number of overturned garbage cans in the last month. Strategies are being discussed for better management in the future.
3. A second metal van has been procured and staff are now able to get ahead of the scrap pile at the dump.
4. Staff rebuilt the burn rack at the dump.
5. Staff discussed the potential of a 3rd van with the harbor department for disposing of derelict vessels.
6. Staff have engaged in conversations with a private party about their plans for the old mill property and possibly managing more scrap metal and waste.
7. Staff have been participating in SEASWA (Southeast Alaska Solid Waste Authority) meetings and are hopeful that Wrangell may get access to a tire shear through SEASWA.

WATER MAINS PROJECT

1. Staff have reviewed plans with the Capital Facilities Director, Amber Al Haddad.
2. An inspection was completed for our fusion machine to ensure it was in working order.
3. Staff are reviewing options to isolate and shutdown of the system during replacement.
4. Ongoing discussions are being had with homeowners about moving buildings that are in the utility easements and right of way and will be affected by this project.

OTHER PROJECTS

1. Staff dug underground to get access to an old valve by the Water Treatment Plant (old chlorine shack AC line). It was confirmed that a hot tap on the ductile iron pipe will be necessary to shut our distribution down at that point.
2. Staff took initiative to fill potholes throughout in town neighborhoods.
3. Staff renewed distribution and collection certifications.
4. Staff worked on the procurement consolidation project with the other departments.
5. Staff responded to a number of call outs for snow removal on municipal roadways.
6. Public work order requests were submitted for significant drainage issues and troubleshooting.

7. Staff organized and cleaned areas of the equipment storerooms and garage.
8. Review of past budgets and the framework for FY22 budgets has begun.
9. Discussions were had about moving the oil tank for the light department.
10. Public Works supported the light department during some of the weather events this winter.
11. The Department is hosting a Wrangell High School student for job shadowing in the garage this spring.
12. GCI Cell towers at the WTP, SWTS and Shoemaker were discussed.
13. Discussions for cemetery expansion are ongoing.
14. Research was conducted on the vac-truck capabilities to help the school clear out around the hydraulic cylinder in the elevator.
15. The Public Works Director has been participating in the National League of Counties High Performance Leadership Course and is finding success and immediate applicability.
16. Discussion and planning for the community clean-up project that happens in the spring have begun.
17. Staff replaced lighting at the school.
18. Staff met with employees of Alaska Housing about their concerns at Cedar Circle.
19. Routine tasks like hydrant checks, meter checks, filter maintenance, compliance testing, vehicle maintenance, water shut offs etc. have continued.
20. Staff are identifying issues with users in our distribution system. Some discoveries have shed light on a greater need which is to review municipal codes related to public works.

City and Borough of Wrangell Capital Facilities Department Report March 3, 2021

Facilities Service & Maintenance - Capital Facilities provides service and maintenance to City and Borough of Wrangell facilities.

- **General Department News**
 - The Capital facilities Department is now located in the Municipal Light & Power office.
 - The department has hired Duke Mitchell, as an internal hire, for the Lead Facilities Maintenance Specialist position, which was vacated by Dwane Ballou.

Capital Improvement Projects - Capital Facilities provides management of capital improvement projects and major maintenance to City and Borough of Wrangell facilities and infrastructure.

GENERAL FUND PROJECTS

- **Nolan Center Standby Generator.** The Division of Homeland Security and Emergency Management has awarded the Borough \$240,000 toward this project. Following staff's February 3, 2021 outline of the proposed plan to advance the project, next steps would be to confirm power capacity for the full building systems and begin working with NC Power Systems to determine if a used generator that would serve our needs is available or if a new unit will be procured. Locating a used unit to serve our needs within the grant timeline may prove challenging; however, we will attempt this option before pursuing a new generator.
- **Public Safety Building Condition Assessment.** A work session has been scheduled for 6:30 – 8:00 pm. on March 11, 2021 to review the engineer's Condition Survey Report and discuss alternatives for next steps.

COMMERCIAL PASSENGER VESSEL EXCISE TAX FUND

- **Mt. Dewey Trail Extension - FLAP Grant.** A Request for Qualifications solicitation for the trail design was released on February 25. Proposals are due by March 22nd.

ELECTRIC FUND

- **Environmental Assessment for Utilities Campus Master Plan.** Shannon & Wilson is scheduled to perform the Environmental Assessment for Utilities Campus Master Plan. They have a notice to proceed and are prepared to make travel arrangements as soon as the chance for ground snow coverage diminishes.

WATER FUND

- **Upper Reservoir Bypass.** The engineer has completed the 50% level design for this project. Staff met with the design team in late December to perform a detailed review. Engineering continues to address some of the concerns brought up in the review meeting and continue with the design. The engineers are coordinating the design with the State of Alaska Dam Safety division to ensure the design meets dam regulations and will receive their approval of the final design, ready for construction when future funding is available.
- **Water Mains Replacement.** During the review of the contract and Contractor submittals, we realized that the requirement to provide certain steel products that meet the American Iron and Steel (AIS) Act language was inadvertently missing from the bidding documents. With the project loan requirements for AIS, an RFP was issued to the Contractor to include AIS compliance. Change Order No. 1 was issued to the Contractor for the additional costs related to the AIS-compliant steel materials. Due to a delay with certain AIS compliant materials, DEC has granted the CBW a grant extension to accommodate the Contractor and allow the Borough additional time as may be necessary throughout the remainder of the project. A thirty-day extension is included in the construction contract, revising substantially complete to June 28, 2021.
- **Water Treatment Plant Improvements.** Scope of work and fee proposal development is ongoing between the Borough and DOWL (engineers), who ranked #1 in the formal RFQ solicitation evaluation process.

HARBOR FUND

- **Shoemaker Bay Harbor Replacement.** Staff continue to work through the possibility of adding the net float replacement and certain electrical upgrades on the grid to the Shoemaker Bay Replacement project, funded in part with ADOT Matching Grant Program funds. If approved, the Borough's 50% match would come from the 2016 Gulf of Alaska Pink Salmon Disaster Relief.
- **Harbor Security System.** The Division of Homeland Security and Emergency Management recently received the return of unused grant funds from other projects, which allowed them to issue an Amendment to this project, obligating an additional \$13,838.00 for equipment purchase. This brings the total of grant funds available for this project to \$148,000.

This grant amount does not fully cover the anticipated costs for installing the system for the Priority #1 site, identified as the Marine Service Center. Staff are working to address the unmet costs for the Priority #1 site, Marine Service Center, before committing to the project site for which this grant will fund and moving forward with the project. We have applied for this shortfall in funds, and as well the full project (all ten Ports and Harbors sites) under the Homeland Security's grant round for FY2021.

SANITATION FUND

- **Solid Waste Transfer Station Baler.** Staff continue to work with a consultant to develop a Baler Operations Transition Plan. The plan, including identification of an adequate baler and accessory equipment, is expected to be complete by early to mid-March, at which time we would be ready

to seek funding for the project and commence baler procurement, anticipated to be 12+ weeks for delivery.

ENVIRONMENTAL REMEDIATION PROJECTS

- **Contaminated Soil Sites.** The Alaska Department of Conservation (ADEC) has three CBW-owned properties listed as outstanding and open in their contaminated sites system. These three sites are: 1) Former Wilcox Automotive, Hazard ID 26212; 2) Wrangell City Shop UST #3, Hazard ID # 26199; and 3) Wrangell Medical Center, UST #2 Hazard ID 26676.

Shannon & Wilson (engineers) worked with the CBW and ADEC to develop ADEC-approved work plans, identifying the site characterization activities required for each of the three sites concerns. Site Characterization costs, for in-field monitoring, sampling, testing, and reporting, have been developed based on the ADEC-approved work plans.

While funding for the total of this work comes from three separate funds, the work will be combined under a single Professional Services Agreement and the in-field engineering work will be performed under one mobilization effort in an effort to save mobilization and travel costs. A Professional Services Agreement with Shannon & Wilson for this work is scheduled to be reviewed for approval at the March 9, 2021 Assembly meeting.

CHANGE ORDER REPORT - WATER MAINS REPLACEMENT PROJECT

3/2/2021

Engineer: R&M Engineering-Ketchikan, Inc.

Contractor: Ketchikan Ready Mix & Quarry, Inc.

Project Funding Available

	AMOUNT
ADEC Loan #917051	\$ 542,249.00
ADEC Matching Grant #91722	\$ 696,415.00
TOTAL PROJECT FUNDING	\$ 1,238,664.00

Engineering Contract

Original Contract	Engineering Design and Contract Administration Services	\$ 62,400.00
	TOTAL ENGINEERING SERVICES CONTACT	

Construction Contract

		AMOUNT
Original Contract	Water Main Distribution Pipes Replacement (Spring St., Grave St., 5th Ave., Utility Easement along Salvation Army from Zimovia Hwy to Case Ave.)	\$ 538,824.00
Change Order #1	Contract sum to increase compensation to the Contractor for material costs complying with the project loan requirements for American Iron & Steel products, as applicable. Details of Change Order No. 1 attached. Change Order No. 1 falls within the Borough Manager's spending authority and is currently being executed. Change Order No. 1, Percentage of Original Contract = 3.7%	\$ 19,950.01
	TOTAL CONSTRUCTION CONTRACT AMOUNT	\$ 558,774.01

Project:	Water Mains Replacement						3/1/2021	
Owner:	City and Borough of Wrangell							
Document:	Request for Proposal #1 - RESPONSE							
Contractor:	Ketchikan Ready Mix and Quarry Inc.							
	Itemized proposal as requested for changes to the contract sum and contract time for proposed changes to contract documents per missing requirements during initial bidding process -							
and B)	Ketchikan Ready Mix and subcontractors acknowledge the requirement to pay the higher of the two prevailing wage rates for each job category. There will not be an increased cost of labor already scheduled into the original bid.							
	However, with the changes to the steel specifications that increase the time to receive products will affect the logistics and extra labor costs addressed below.							
)	Debarment - The City and Borough of Wrangell has confirmed that Ketchikan Ready Mix and Quarry Inc. is not debarred and is in good standing.							
)	The State of AK EEO statement of acknowledgement has been submitted for Ketchikan Ready Mix and Quarry Inc., White Enterprises and R & M Engineering.							
)	Ketchikan Ready Mix and Quarry Inc. agrees to carry out requirements related to the Antidiscrimination Clause set forth.							
)	The requirement to incorporate the American Iron and Steel Certificate Act for products used in this project will increase the time frame for obtaining the products as well as increased costs for the product as stated below -							
	Supplier - Core and Main increase in product cost, with added freight and 13% O/H						\$ 19,655.18	
	Additional bond cost for increased contract						\$ 294.83	
	Total increase						\$ 19,950.01	

REQUEST FOR PROPOSAL

OWNER
 ENGINEER
 CONTRACTOR

OWNER: City and Borough of Wrangell
 PROJECT: Water Mains Replacement

RFP No.

1

RFP Date:

2/12/2021

TO CONTRACTOR:

Ketchikan Ready Mix & Quarry, Inc.

The Owner requests an itemized proposal for changes to the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. The Contractor shall submit this proposal within five (5) days or notify the Owner/Engineer in writing of the anticipated date of submission.

Incorporate the following conditions into the Contract Documents:

- A. Under Section 00830 – Alaska Labor Standards, Reporting, and Prevailing Wage Rate Determination, include the applicable Laborers' and Mechanics' Minimum Rates of Pay, AS 36.05.010 and AS 36.05.050, Wage and Hour Administration Pamphlet No. 600 to be used in the Issue 41, dated September 1, 2020, a copy of which is attached to this RFP.
- B. Under Section 00840 – Federal Labor Standards, Reporting, and Prevailing Wage Rate Determination, include the federal wages published under General Decision Number AK20210008 01-01-2021, a copy of which is attached to this RFP.
- C. Incorporate the EPA Form 5700-49 (11-88) Certification Regarding Debarment, Suspension and Other Responsibility Matters. A copy of the Certificate Regarding Debarment is to be made a part of this Contract and is attached to this RFP.
- D. Incorporate the State of Alaska Equal Employment Opportunity (EEO) Statement of Acknowledgement into the Prime Contract and all Subcontracts. A copy of the EEO Form is to be made a part of this Contract and is attached to this RFP.
- E. Incorporate the following Antidiscrimination Clause into the Prime Contract and all Subcontracts. "The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies."
- F. Incorporate the American Iron & Steel Certificate Act according to SEC. 436. of the "Consolidated Appropriations Act, 2014" H.R. 3547 (PL113-76, enacted 1/17/2014) , and as codified under section 608 of the FWPCA (Federal Water Pollution Control Act). All iron and steel products used in this project must be produced in the United States. A copy of the AIS requirements related to this project, including the Certification By Bidder of Compliance with the Use of American Iron and Steel Law enacted on 1/17/2014, is to be made a part of this Contract and is attached to this RFP.

This is not a Change Order, a Construction Change Directive, or a Direction to Proceed with the work described in the proposed modifications.

Requested by the Owner / Engineer:

City and Borough of Wrangell, Alaska
 P.O. Box 531, Wrangell, AK 99929

BY _____ DATE _____

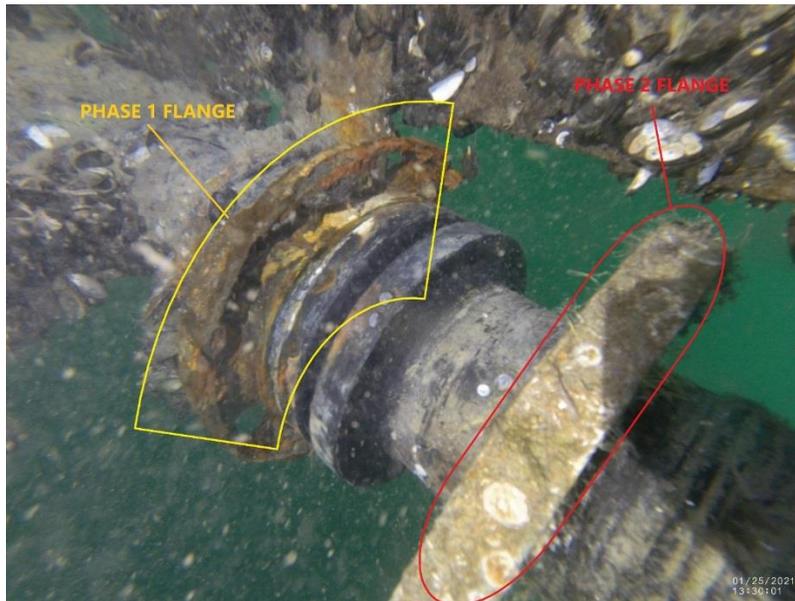
CONTRACTOR

DATE _____

HARBORMASTER'S REPORT MARCH 2021

Administration- We have been working on the live-aboard language and gathering information from other Harbors to present to the Port Commission and Assembly. We have been also working on budget since the middle of February and will have something for the Port Commission to look at by the April meeting.

Harbor- On January 31st there was a waterline leak reported at Heritage Harbor. Upon inspection we found a flange had completely corroded away and the line had parted. The Harbor had spare parts and a diver was called in to make repairs. The diver did a little recon and found another flange that was also severely corroded. I had to do some research and found that all of phase one waterline at Heritage Harbor had been put together with flanges that had a manufacturing flaw. There is a total of 5 connections and 10 flanges that need immediate repairs as this line this is our potable water source and first response fire line. The total cost for repairs is estimated at \$8,000 which I had to request from the Assembly because our maintenance budget could not absorb that amount of money.



Port- We will be doing an inspection of the barge ramp in March. There was a comprehensive study done about 10 years ago and it is in need of some major repairs. I am working with a couple of local contractors with special equipment to do some audio gage testing and check coatings and zincs on the air bladder. There will be a more comprehensive report for the April meeting. We discovered that

there was damage done to City dock on the north end. There were 4 batter piles broken and miscellaneous hardware that will need replaced. Estimated damages are \$20K +.



MARINE SERVICE CENTER- There has been an uptick of vessels being hauled out in the marine service center. The spring haul out request's have been flooding in so I am very optimistic about the spring rush of boats coming to Wrangell for maintenance.

MEMORANDUM

**TO: HONORABLE MAYOR AND MEMBERS OF THE ASSEMBLY
CITY AND BOROUGH OF WRANGELL**

FROM: CAROL RUSHMORE, ECONOMIC DEVELOPMENT DIRECTOR

SUBJECT: Visitor Industry Report: Contract Modifications

DATE: March 9, 2021

The Wrangell Convention and Visitor Bureau has considered two of their larger ongoing projects as what is important and what has been accomplished and ongoing benefits. At their meeting on February 18, 2021, the CVB moved to cancel the contract with Truly360 and reallocate the funds (under the Marian Glentz fund) to modify the Professional Services Agreement with SPAWN to create a new Visitor Website using the new Brand.

The contract with Truly360 was a two year contract beginning in FY20 and continuing through 2021. However, once COVID hit and everything dramatically changed, their attention to our needs, providing the assistance and the work that was requested basically ceased. We had a few teleconferences in Spring of 2020 and only a portion of the work was being completed. For this FY, they have participated in only one teleconference, have not provided any reports or any activities they should be working on. I finally quit trying to establish some meetings due to their non-responsiveness to us, the client. And the surprising issue about their non-responsiveness is that this particular activity was easily doable from the home.

SPAWN completed the destination Branding project and part of their final report was not only the Brand Guidelines but also to provide suggestions on implementation/launch. One of the key points in a launch, is to have the materials ready for the launch, including advertising templates, social media templates and website. WCVB several years ago created a new website template, still as part of the Wrangell.com site, but a bit different to allow a different marketing and design focus. The website needs to be redesigned and updated to address the Brand guidelines and allow additional search components currently not available through Municode.

A letter has been drafted to Truly360 to cancel the remaining portion of the contract for FY21 at \$18,168. Staff has met with the Manager to discuss the contract terms and make sure we are proceeding properly. A quote was received by SPAWN to assist with new website development at \$15,000 and within the Borough Manager's spending authority to approve. SPAWN indicated if there was more work required than anticipated, they would donate up to \$5000 of their own time to complete the project.

Staff requested that rather than use the Marian Glentz fund as recommended by the CVB, as it could take some time to formally cancel the contract and delay the new website, that a budget adjustment within the Transient Tax Fund be approved to begin the website design work immediately in order to launch the Brand as soon as possible this spring. There are funds within the Advertising (28000-000-7506) and Information Technology (28000-000-7503) as well as what will be the remaining unused Promotional (28000-000-7576) line items to absorb the \$15,000 since the CVB modified their normal marketing and advertising program and developed a new strategy to mitigate the COVID-19 impacts using mostly CARES Act funds. There are still

expenses to come at the end of this fiscal year for the FY21 Transient Tax budgeted funds but what is remaining should be adequate to implement the Website program. A budget adjustment form addressing the following has been submitted.

Adjust From:

Advertising	28000.00.7506	\$2000
Information Technology	28000.00.7503	\$7000

To:

Promotional	28000.00.7576	\$6000 estimated unused
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To: Borough Manager, Lisa Von Bargaen
CC: Borough Assembly, P&R Advisory Board
From: P&R Director Kate Thomas
Subject: P&R Department Report
Date: March 3rd, 2021

FINANCIAL & FACILITY ACCESS REPORT

COMPARISON	MONTH	2019	2021	%
ATTENDANCE	January	1076	664	62 %
REVENUES	January	\$7,292.63	\$2,908.91	40%
<i>*please note that the facility closed on 2/24/21 in response to COVID19.</i>				
ATTENDANCE	February	1180	572	48%
REVENUES	February	\$4,928.24	\$2,700.41	55%

FACILITY MAINTENANCE REPORT

Lane Fitzjarrald has done an excellent job maintaining the routine custodial and preventative maintenance tasks associated with his position. Additionally, considerable progress has been made towards completing pending corrective maintenance assignments. Completed work assignments include but are not limited to: mounting equipment storage racks in weight room, repairs and modifications to the pool thermal covers, calibration of the johnson controls, light replacement in the racquetball court, downed tree removal, fan belt repairs in the HVAC system, picnic table inventory, locker repairs, equipment storage, snow removal, protective cover installation for electrical outlets, park bulletin board repairs, men’s lobby toilet repairs, spray down system improvements, chlorine probe replacement and more.

Lane continues to utilize two software programs for managing work assignments. He is also engaged in staff communications through the online scheduling platform. During periods of downtime Lane is preparing for the Certified Pool Operator course, by reading the course literature and performing practice equations that will be included in the final exam.

RECREATION REPORT

Lucy Robinson has been working diligently to ensure that staff trainings are facilitated in a safe and productive manner. New training resources are being explored for purchase to improve capacity and better simulate real time rescues. Lucy continues to manage several COVID conscious programs including, Parent & Me, Pickleball and Archery. Winter Rec is the latest program that launched the week of February 22nd, following the Youth Lap Swim activity. Parent & Me is seeing lower numbers for enrollment than the first session. Factors affecting enrollment for this session are still being explored. Archery has shown positive attendance rates, while Pickleball is showing an uptick of activity from the first evening it was offered.

As for future programming, Lucy is currently developing the framework for a COVID conscious Summer Recreation program, along with Swim Lessons. Staff recruitment will begin in March. To be able to offer programming the Department must obtain employment interest from community members. Likewise, a successful and safe summer season is contingent on having adequate numbers of committed staff who are trained in the department’s mitigation measures.

In between front desk operations, aquatics facility supervision and program planning, Lucy is managing much of the staff communications, media outreach and lifeguard training. Recently, Lucy has been asked to assist with media content and design for facility imagery, signage, and pet waste outreach.

COVID MITIGATION PLAN

Parks & Recreation recently reviewed its mitigation plan for updates to include details about private rental reservations. Included in the new development of content is a mitigation matrix which highlights how operations may change if community risk levels increase or decrease. All associated documents are available online at <https://www.wrangellrec.com/info/dept/default.aspx> .

With the recent positive case, P&R deployed its COVID plan to close facilities for 10 days to allow for testing and contact tracing. The facility will resume operations on March 8th, pending that no further restrictions are required by the community risk levels and associated mitigation measures.

FEE ASSISTANCE APPLICATION

The Director is proposing a review of the Fee Assistance Program and Application. Revisions to the Fee Assistance Program were implemented in 2016 and again in 2018. There are improvements yet to be made that will help streamline the program and increase its accessibility to the public. Currently the application requires an essay which is being proposed for review, along with income thresholds for awards. The Director is proposing that the Advisory Board establish a committee to review the current program for improvements. Resources have been included for reference which include, the current application along with a comparable program through the Juneau Recreation Department. Further discussion will be facilitated under New Business in the March meeting agenda.

Thanks to Michelle Jones, The Episcopal Church (Alice Rooney) and Waterbody (Angie Flickinger) for their recent contributions to the Fee Assistance Fund. Currently the fund has a balance of \$2,222.75.

FY22 BUDGET & PROJECTS

Department budgets are due to the Finance Department on March 8th, 2021. Meetings with the Borough Manager to review each departments proposal will take place between April 1-2. All drafts will go before the Assembly for review between April 9th & 16th. P&R has already met with Capital Facilities to discuss operational maintenance needs and major maintenance projects. Currently, the budget is being refined. An overview of the projected budget with historical detail will be presented to the Advisory Board at the March meeting. Any recommendations from the board are encouraged at the time of the presentation.

REGIONAL TRAILS PLANNING & SCORP

The Director has been invited by Alaska Trails to be a regional facilitator of discussions to establish recommendations for the Statewide Comprehensive Outdoor Recreation Plan (SCORP) and the Alaska Trails -Trails Investment Strategy. Included in this report is an overview of the concept and specific tasks facilitators will be responsible for. As well, a PowerPoint slide has been included in the Advisory Board packet to help create a better understanding of this effort.

The current SCORP update led by RTCA provides the long overdue opportunity for a legitimate, comprehensive, project-focused, locally driven process for guiding investments and strategies for outdoor recreation. This includes addressing needs for infrastructure like parks and trails, for open space acquisition, but also for broader strategies for funding, marketing, and partnership building. To reach

these outcomes, RTCA and the Division of Parks are establishing a statewide group of SCORP Advisors and a set of regional and sub-regional working groups.

The regional and subregional working groups will include public land managers, local government park and recreation departments, tourism organizations, Native organizations, recreation-focused non-profits, user groups. Their specific tasks:

- Develop regional-scale outdoor recreation goals and strategies
- Identify specific priority projects and actions needed reach these goals
- Play an active role in carrying out identified priorities
- Gather and incorporate relevant existing plans that inform the steps above

Alaska Trails – the statewide nonprofit – has created comparable working groups as part of the Alaska Long Trail and Alaska Trails Initiative (ATI). In addition, Alaska Trails is now creating trails/outdoor recreation working groups in SE Alaska under contract to the USFS. Like the SCORP, ATI working groups focus on collaborative planning, decision-making and expertise of key individuals in each region.

While SCORP addresses Outdoor Recreation as a whole, and the Alaska Trails’ projects focus on trails, in most cases there is significant overlap in the goals, interests and expertise of the potential working group members for both SCORP and Alaska trails. In the interest of maximizing the time and participation of the regional working group members, the agreement among the leadership of all three projects is to collaborate on the assembly of the working groups.

EMPLOYEE HANDBOOK

This project is nearing its completion. The agenda statement recommending approval on the final draft is included in the Advisory Board packet.

PET WASTE CAMPAIGN

Wrangell Parks & Recreation spends considerable time, money, and resources managing pet waste in parks every spring, although efforts are not just limited to the springtime. The Department would like to engage the public more intentionally to encourage them to take part in the principles of good stewardship in parks. To do that, the Director, Recreation Coordinator and Advisory Board have established plans for a concentrated campaign effort that is subject to launch mid-March. While some of the avenues in which the team has proposed to reach the community have affiliated expenses, proper education and outreach comes at cost. Conceptually, the expenses of this effort will provide a return on investment as the public begins increasing their stewardship and commits to the “Scoop your Poop Pledge”. Funds may be drawn from the Helping Our Parks program.

Campaign efforts include public service announcements aired through KSTK, printed “Scoop your Poop Pledge” in the Sentinel Newspaper, Advisory Board park cleanup day (Volunteer trail), in person outreach at the April Community Market and at Volunteer Trail, Elementary School drawing contest, printed media posted to park bulletins and social media posts. Additionally, P&R is seeking to establish citation authority. According to the municipal code, failure to remove pet waste in public spaces is fineable offense (\$15/1st offense, \$50/2nd offense, \$100/3rd offense). The department strives to refrain from punitive actions to correct behavior, and rather directs focus towards education. With that, the department is committed to several months of outreach prior to other forms of corrective action.

USER RATES & MEMBERSHIP DRIVE

A copy of the rates sheet for daily entry, punch cards, memberships and facility rentals has been included in the packet for reference. Membership drive/benefits ideas include free monthly weight room orientation, monthly weight room class, members bring a friend for free, free youth open swim once a week, free for children under 3, member with the most scans wins a free day pass, first visit is free, fee assistance promotion and sponsorship.

NEEDS ASSESSMENT

In the coming months, Parks & Recreation plans to survey the community for input on facility improvements, priority programming, customer service impacts, operating feedback and more. Included in the survey will be an evaluation of facility hours to better understand the user preferences for the weekend schedule and areas of use.

City and Borough of Wrangell Parks and Recreation Facilities/Participation Fee Schedule

Approved by Resolution No. 06-19-1469

Category	Description	Rate
Pool, Weight Room, Showers	4 Years and Under	\$ 2.00
	5 Years to 17 Years	\$ 3.00
	18 Years and Older	\$ 5.00
	Seniors: 65 Years+	\$ 3.00
	Families	\$ 12.00
	Disabled	Free
	Towels	Free
	10 Punch Pass	10% Discount
	20 Punch Pass	20% Discount
Pool Passes	Youth - 1 Month	\$ 27.00
	Youth - 6 Months	\$ 119.00
	Youth - 1 Year	\$ 195.00
	Adult - 1 Month	\$ 45.00
	Adult - 6 Months	\$ 198.00
	Adult - 1 Year	\$ 324.00
	Senior - 1 Month	\$ 27.00
	Senior - 6 Months	\$ 119.00
	Senior - 1 Year	\$ 195.00
	Family - 1 Month	\$81.00 + \$6.75 each youth
	Family - 6 Months	\$356.00 + \$30.00 each youth
	Family - 1 Year	\$583.00 + \$50.00 each youth
	Single Adult Family - 1 Month	\$45.00 + \$6.75 each youth
	Single Adult Family - 6 Months	\$198.00 + \$30.00 each youth
Single Adult Family - 1 Year	\$324.00 + \$50.00 each youth	
<i>Definition of Family: Up to two domestic partnership adults and their children</i>		
Pool Rentals w/o Nessie	Lockers per Month / per Year	\$10 / \$100
	0-15 People with 2 Guards	\$50.00 /hr
	16-30 People with 3 Guards	\$75.00 /hr
	31-45 People with 4 Guards	\$100.00 /hr
	46-60 People with 5 Guards	\$125.00 /hr
	46-60 People with 6 Guards	\$150.00 /hr
Pool Rentals w/ Nessie	0-15 People with 3 Guards	\$75.00 /hr
	16-30 People with 4 Guards	\$100.00 /hr
	31-45 People with 5 Guards	\$125.00 /hr
	46-60 People with 6 Guards	\$150.00 /hr

**City and Borough of Wrangell
Parks and Recreation Facilities/Participation
Fee Schedule**

Approved by Resolution No. 06-19-1469

Category	Description	Rate
Recreation Programs	Youth Basketball	\$ 50.00
	Wolfpack Wrestling	\$ 50.00
	Summer Recreation	\$15/day
	Co-ed Softball	Variable
	Co-ed Adult Wallyball	Variable
	Lifeguard Class	Variable
	WSI Class	Variable
	Swim Lessons	\$ 50.00
Community Center Rentals	Gymnasium Per Hour	\$ 30.00
	Gymnasium Day	\$ 170.00
	Classroom Per Hour	\$ 25.00
	Classroom Day	\$ 140.00
	Kitchen Per Hour	\$ 25.00
	Kitchen Per Day	\$ 140.00
	Table + 6 Chairs	\$10.00/set
	Bounce Houser	\$ 20.00
	Tot Gym Toys	\$ 5.00
Park Rentals	Park Shelter Reservation - Up to 3-Hrs	\$ 15.00
	Park Shelter Reservation - Over 3-Hrs	\$ 30.00
RV Park Rentals	Non-Electric Site / Night	\$ 20.00
	Site with Electric Hook-Up / Night	\$ 30.00
Kayak Storage Unit	Month	\$ 10.00
	Annual	\$ 100.00

**CITY & BOROUGH OF WRANGELL, ALASKA
BOROUGH ASSEMBLY AGENDA STATEMENT**

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	March 9, 2021
	<u>Agenda Section</u>	7

Security Camera Report

SUBMITTED BY:

Lisa Von Bargaen, Borough Manager

FISCAL NOTE:

Expenditure Required: \$XXX Total

FY 20: \$	FY 21: \$	FY22: \$
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Amount Budgeted:

FY20 \$XXX

Account Number(s):

XXXXX XXX XXXX

Account Name(s):

Enter Text Here

Unencumbered Balance(s) (prior to expenditure):

\$XXX

Reviews/Approvals/Recommendations

<input type="checkbox"/>	Commission, Board or Committee
Name(s)	
Name(s)	
<input type="checkbox"/>	Attorney
<input type="checkbox"/>	Insurance

ATTACHMENTS: 1. Draft List of Security Cameras by Location

RECOMMENDATION MOTION:
No recommendation. Report only.

SUMMARY STATEMENT:
At the February 23rd meeting the Mayor requested information on a plan to install security cameras at Borough facilities. This information is a starting point only. Department Directors identified the locations they believe to be important for security camera installation. The current list is just over 70 cameras. That list can be refined as this project continues to develop. The intent

is to install cameras that have access to cloud-based storage so the Borough does not need to provide server space for all of the footage. Issues yet to be determined (not a comprehensive list):

- Quality of Camera (likely based on location)
- Number of Cameras
- Length of Time Footage is Reserved
- Authorized Access (by whom)
- Use of Footage
- Will some have real-time monitoring capability (like the PSB by Dispatch)

Staff will continue to address these issues so some options and costs can be provided to the Assembly as part of the FY22 Budget.

The draft list of camera locations is attached for review.

The question was asked if some of the Homeland Security Grant money can be redeployed from the Harbor to other critical locations. That question is being asked. We don't have an answer yet. The grant was written specifically to provide "Access Control and Identity Verification" as a Core Capability within National Preparedness Goals specific for our Port & Harbor Facilities. The grant program required single projects to be "integral towards achieving one precise objective" addressing terrorism preparedness. Again, we are asking about the possibility of redeployment of a portion of funds to other critical infrastructure and will provide an answer as soon as we have it.

Library	3	Entrance - Front Door Gazebo Back of the Building
Parks & Recreation	7	Pool Entry Points (2) Pool Deck (for incident verification) Community Center Entry Points (2) City Hall Lawn Volunteer Park Bathrooms
PSB	10 Additional (Redeployed from COVID Hotel)	Jail and Building Security already in place. 3 Exterior (Redeployed) 7 for Fire Department Camera system from Alternate Isolation Site (Harding Lodge) will be redeployed at PSB following use.
Harbors/Port	No Additional	Evaluation complete, working to install using grant funds.
City Hall	4	Front Entrance Back Entrance Assembly Chambers Front Counter
Old Hospital	8	Entrance Points (7) Sprinkler System Pressure Gage
Senior Center	2	Front Entrance Back Entrance
WML&P	11	Power House Generator Monitoring (6) Power Plant Front Entrance Admin Building Front Entrance Admin Building Lower Door Customer Counter (2)
PW	2	Yard (by chemicals)- Facing South SW Corner of Building - Facing North (two west entrances)

Solid Waste Update Existing System to Cloud Based

Water 15

Reservoirs (Bigger Project)
Storage Tanks
Treatment Plant Entrances (3)
Clear Well Entrance
Roughing Filter Entrances (2)
Sand Filter Entrances (8)

Wastewater 4

West Side of Building (Looking down Driveway)
Front Entrance
Rear Entrance
View of Lagoons

Nolan Center 7

Front Entrance
Rear Entrance
Employee Entrance
Mechanical Rooms (2)
South (ocean) Side of Building
Outside Storage

CITY & BOROUGH OF WRANGELL, ALASKA

CLERK'S REPORT

SUBMITTED BY:

Kim Lane, MMC, Borough Clerk

Upcoming Meeting/Informational dates:

Mar 11 Planning & Zoning Commission mtg @ 6PM

Mar 11 Work Session of the Borough Assembly at 6:30 PM

Mar 23 Regular Borough Assembly mtg. at 6:00 PM



An oldie but goodie!!

Conflicts of Interest

Trust your instincts.....

If you think you may have “substantial financial interest” **or** any other potential conflict of interest in a matter, make timely and full disclosure of the facts and circumstances and do not participate in, or take any official action on, the matter until a determination is made.

If you are not sure if you have a conflict of interest, **DISCLOSE, DISCLOSE, DISCLOSE!!** Don't take the chance, let the Mayor/Body decide.

**CITY & BOROUGH OF WRANGELL, ALASKA
BOROUGH ASSEMBLY AGENDA STATEMENT**

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	March 9, 2021
	<u>Agenda Section</u>	13

Discussion Item: Hospice of Wrangell Request for Use of Former Wrangell Medical Center for Storage of Lending Closet Items

SUBMITTED BY:

Lisa Von Bargaen, Borough Manager

FISCAL NOTE:

Expenditure Required: \$XXX Total		
FY 20: \$	FY 21: \$	FY22: \$
Amount Budgeted:		
	FY20 \$XXX	
Account Number(s):		
	XXXXX XXX XXXX	
Account Name(s):		
	Enter Text Here	
Unencumbered Balance(s) (prior to expenditure):		
	\$XXX	

Reviews/Approvals/Recommendations

<input type="checkbox"/>	Commission, Board or Committee
Name(s)	
Name(s)	
<input type="checkbox"/>	Attorney
<input type="checkbox"/>	Insurance

ATTACHMENTS: 1. Letter from Hospice of Wrangell

RECOMMENDATION MOTION:
No recommendation. Discussion only.

SUMMARY STATEMENT:
Although Administration will be scheduling a work session soon to discuss the use of the former Wrangell Medical Center, no formal discussions have been had. The Borough has received a request from Hospice of Wrangell to use a portion of the old hospital to store medical lending

closet items. This item is on the agenda for the Assembly to discuss and provide direction to Administration.

Hospice of Wrangell
PO Box 894
Wrangell, AK 99929

February 18, 2021

The Hon. Steve Prysunka, Mayor
Wrangell City Council
Wrangell, Alaska

Dear Mayor Prysunka and Council members:

Hospice of Wrangell operates a community loan closet of used durable medical equipment. Items are maintained in good condition and loaned out free of charge to local residents and visitors. The service has been a valuable asset to the community for many years, called upon several times a month.

We have been in contact with city officials this past year about our need for a larger space for the loan closet. We have had to consolidate all our items into a space donated by the Presbyterian Church. The has been cramped and inadequate, and takes over some space needed by the church.

Please consider a request from Hospice of Wrangell to utilize a part of the old hospital building as it is now vacated. There are several locations in the facility with easy exterior access that would meet our needs.

As we have already discussed with city administrators, we have moved the location multiple times in the past; even a year in a new location would be helpful. And yes, Hospice of Wrangell would pay utility costs.

The City and Borough of Wrangell in the past provided the loan closet a home in unused city space. We hope there is the possibility of this happening again.

Sincerely,

Alice Rooney, President

**CITY & BOROUGH OF WRANGELL, ALASKA
BOROUGH ASSEMBLY AGENDA STATEMENT**

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	March 9, 2021
	<u>Agenda Section</u>	13

Approval of a Professional Services Agreement with Shannon & Wilson in the Amount of \$86,775 for Site Characterization Activities at Three Borough-Owned Contaminated Soil Sites

<u>SUBMITTED BY:</u>
Amber Al-Haddad Capital Facilities Director

<u>FISCAL NOTE:</u>		
Expenditure Required: \$86,775 (three funds total)		
FY 20: \$	FY 21: \$86,775	FY22: \$
Amount Budgeted:		
FY21 Detail provided below		
Account Number(s):		
Detail provided below		
Account Name(s):		
Detail provided below		
Unencumbered Balance(s) (prior to expenditure):		
\$155,000 (three funds total)		

<u>Reviews/Approvals/Recommendations</u>	
<input type="checkbox"/>	Commission, Board or Committee
Name(s)	
Name(s)	
<input type="checkbox"/>	Attorney
<input type="checkbox"/>	Insurance

ATTACHMENTS: 1. Shannon & Wilson Feb 18, 2021 Proposal for Additional Site Characterization Activities at Three Sites

RECOMMENDATION MOTION:
Move to Approve a Professional Services Agreement with Shannon & Wilson in the amount of \$86,775 for Site Characterization Activities at Three Borough-Owned Contaminated Soil Sites.

SUMMARY STATEMENT:

The Alaska Department of Conservation (ADEC) has three CBW-owned properties listed as outstanding and open in their contaminated sites system. These three sites are: 1) Former Wilcox Automotive, Hazard ID# 26212; 2) Wrangell City Shop UST #3, Hazard ID# 26199; and 3) Wrangell Medical Center, UST #2 Hazard ID# 26676.

Shannon & Wilson (engineers) worked with the CBW and ADEC to develop ADEC-approved work plans, identifying the site characterization activities required for each of the three sites concerns. Site Characterization costs, for in-field monitoring, sampling, testing, and reporting, have been developed based on the ADEC-approved work plans.

While funding for the total of this work comes from three separate funds, the work will be combined under a single Professional Services Agreement and the in-field engineering work will be performed under one mobilization effort in an effort to save mobilization and travel costs. The description, budget, and cost breakdown for each site is provided below.

- **Environmental Work Plan: Public Works Yard (City Shop)**

Capital Project Fund, Acct 80000 000 7900 00 11005, Budgeted Amount \$55,000
 Unencumbered Balance Prior to Expenditure \$55,000
 Required Expenditure \$25,779

Conduct site characterization activities at the Public Works Yard (aka City Shop). According to the ADEC underground storage tank (UST) database, one 500-gallon UST that was used to store used oil was removed from the site in June 2012. On May 23, 2019, the ADEC requested that a work plan be submitted to address the nature and extent of any groundwater contamination associated with the former used oil UST. The objective of the project is to delineate the vertical and horizontal extent of soil and groundwater contamination exceeding the applicable ADEC cleanup levels and determine what, if any, further remediation work is required.

Shannon & Wilson's attached cost estimate for the assessment work approved under the Work Plan is \$25,779. This cost does not include IDW* transport and disposal as may be required through the assessment level work. Based on the CBW's experience with recent, similar transport and disposal, the budgeted amount includes approximately \$30,000 for potential disposal needs.

- **Environmental Work Plan: Wrangell Medical Center**

Hospital Legacy Fund, Acct 11125 000 7519, Budgeted Amount \$35,000
 Unencumbered Balance Prior to Expenditure \$35,000
 Required Expenditure \$21,196

Conduct site characterization activities at the Wrangell Medical Center. According to the ADEC underground storage tank (UST) database, a site characterization for subsurface soil contamination at the former 3,000-gallon dual purpose UST located on the north side of the Wrangell Medical Building is required to delineate the vertical and horizontal extent of soil and

groundwater contamination exceeding the applicable ADEC cleanup levels and determine what, if any, further remediation work is required to obtain cleanup complete with institutional controls (CCIC) with the ADEC.

Shannon & Wilson's attached cost estimate for the assessment work approved under the Work Plan is \$21,196. This cost does not include IDW* transport and disposal as may be required through the assessment level work. Based on the CBW's experience with recent, similar transport and disposal, the budgeted amount includes approximately \$13,000 for potential disposal needs.

- **Environmental Work Plan: (former) Wilcox Automotive**

Industrial Construction Fund, Acct 52000 000 7515, Budgeted Amount \$65,000
 Unencumbered Balance Prior to Expenditure \$65,000
 Required Expenditure \$39,800

Conduct site characterization activities at the Former Wilcox Automotive Site on Front Street. According to the ADEC underground storage tank (UST) database, two approximately 2,000-gallon gasoline USTs and one approximately 1,000-gallon diesel UST were removed from the site. ADEC requested that a work plan be submitted to delineate lead impact to subsurface on the property and determine what, if any, further remediation work is required to obtain cleanup complete with institutional controls (CCIC) with the ADEC.

Shannon & Wilson's attached cost estimate for the assessment work approved under the Work Plan is \$39,800. This cost does not include IDW* transport and disposal as may be required through the assessment level work. Based on the CBW's experience with recent, similar transport and disposal, the budgeted amount includes approximately \$25,000 for potential disposal needs.

* Investigation Derived Waste (IDW) is the water, soil and cuttings generated during drilling and sampling activities for the purpose of investigating a contaminated site.



February 18, 2021

Ms. Amber Al-Haddad
 City and Borough of Wrangell
 P.O. Box 531
 Wrangell, Alaska 99929

RE: PROPOSAL FOR ADDITIONAL SITE CHARACTERIZATION ACTIVITIES AT THREE CITY AND BOROUGH OF WRANGELL SITES, WRANGELL, ALASKA

Dear Ms. Al-Haddad:

Shannon & Wilson is pleased to submit our revised proposal and estimated costs to conduct site characterization activities at three City and Borough of Wrangell (CBW) sites located in Wrangell, Alaska. The three properties are active Alaska Department of Environmental Conservation (ADEC) contaminated sites. The properties include:

- Wrangell City Shop, 1119 Case Avenue
- Former Wilcox Automotive, 309 Front Street
- Wrangell Medical Center, 310 Bennett Street

The project will be conducted in in general accordance with the following ADEC-approved work plans:

- July 16, 2020 *Revised Work Pan for Site Characterization Activities, Wrangell City Shop, 1119 Case Avenue, Wrangell, Alaska; ADEC File No. 1529.26.010*
- July 16, 2020 *Final Work Pan for Site Characterization Activities, Former Wilcox Automotive, 309 Front Street, Wrangell, Alaska; ADEC Hazard ID 26212*
- July 16, 2020 *Revised Work Pan for Site Characterization Activities, Wrangell Medical Center, 310 Bennett Street, Wrangell, Alaska; ADEC File No. 1529.26.012*

SCHEDULE

We anticipate conducting the field activities during spring 2021. It is assumed that the project will be conducted during one mobilization effort and can be conducted over 10 days.

ESTIMATED COST AND FEE BASIS

We are prepared to conduct the project on a time and materials basis in accordance with the attached summary cost estimates. Detailed cost estimates are provided for each site. It

should be noted that Shannon & Wilson travel expenses and the drilling subcontractor mobilization expenses are included on the Wilcox Automotive site characterization proposal. If separate mobilization are required, it will be necessary to revise the cost estimates. The cost estimates include work through submittal of our summary reports. It is noted that additional investigations and/or cleanup activities may be warranted, based on the results of the site characterization efforts and regulatory agency input.

Our terms under which our services are offered are in accordance with our attached Standard General Terms and Conditions. We are also including the document “Important Information About Your Geotechnical/Environmental Proposal” to help clarify the nature and extent of our service.

If you have any questions or comments, or wish to revise the scope of our services, please contact the undersigned at (907) 433-3223. We look forward to the opportunity to continue working with you on this project.

Sincerely,

SHANNON & WILSON

Dan P. McMahon
Digitally signed by Dan P. McMahon
Date: 2021.02.18 18:52:05 -09'00'

Dan P. McMahon, PMP
Senior Associate

- Enc. Summary Cost Estimates
- Standard General Terms and Conditions
- Important Information About Your Geotechnical/Environmental Proposal

**SITE 1 - SUMMARY COST ESTIMATE
WILCOX AUTOMOTIVE**

Wilcox Automotive Site Characterization Activities						<u>COSTS</u>
Tasks 1, 2, and 3 - Field Activities						\$33,100
Shannon & Wilson						
Sr. Associate	4	hrs.	@	\$195	/hr. =	\$780
Professional IV	70	hrs.	@	\$115	/hr. =	\$8,050
Utility Locates	4					
Mobilization/Demobilization	4					
Travel	14					
Soil Borings/Monitoring Well Install	20					
Well Development/Sampling	15					
Well Sampling	10					
Well Survey	3					
Airfare	1	RT	@	\$675	ea. =	\$675
Rental Car	4	days	@	\$200	/day =	\$800
Lodging	3	nights	@	\$200	/day =	\$600
Per Diem	4	days	@	\$60	/day =	\$240
Shipping					Lump Sum =	\$500
S&W Expenses (Sampling Equipment etc.)	4	days	@	\$150	/day =	\$600
XRF Rental from TTT Environmental	1	week	@	\$2,000	/week =	\$2,000
Clear View, LLC						
Mobilization/Demobilization	1	RT	@	\$7,500	ea. =	\$7,500
Advance borings/install wells	2	days	@	\$3,450	/day =	\$6,900
Well materials	5	wells	@	\$375	ea. =	\$1,875
55-gallon drums	6	drums	@	\$175	ea. =	\$1,050
SGS North America Inc.						
(8 primary soil samples and 1 field duplicate)						
Total Lead - EPA 6020	9	samples	@	\$50	ea. =	\$450
TCLP Lead - EPA 1311/6020	3	samples	@	\$150	ea. =	\$450
(5 primary groundwater samples and 1 field duplicate)						
Total Lead - EPA 6020	6	samples	@	\$50	ea. =	\$300
Dissolved Lead - EPA 6020	6	samples	@	\$55	ea. =	\$330
Task 4 - Investigation-Derived Waste Management***						\$850
Shannon & Wilson						
Sr. Associate	2	hrs.	@	\$195	/hr. =	\$390
Professional IV	4	hrs.	@	\$115	/hr. =	\$460
Task 5 - Reporting						\$5,850
Shannon & Wilson						
Principal	2	hrs.	@	\$235	/hr. =	\$470
Sr. Associate	4	hrs.	@	\$195	/hr. =	\$780
Professional IV	40	hrs.	@	\$115	/hr. =	\$4,600
ESTIMATED TOTAL:						\$39,800

*** Costs do not include IDW transport and disposal

SITE 2 - SUMMARY COST ESTIMATE WRANGELL MEDICAL CENTER

Wrangell Medical Center Site Characterization Activities	<u>COSTS</u>					
Tasks 1, 2, and 3 - Field Activities *	\$16,336					
Shannon & Wilson						
Sr. Associate	3	hrs.	@	\$195	/hr. =	\$585
Professional IV	36	hrs.	@	\$115	/hr. =	\$4,140
Utility Locates	4					
Mobilization/Demobilization	4					
Soil Borings/Monitoring Well Install	10					
Well Development	9					
Well Sampling	6					
Well Survey	3					
Rental Car	3	days	@	\$200	/day =	\$600
Lodging	2	nights	@	\$200	/day =	\$400
Per Diem	3	days	@	\$60	/day =	\$180
Shipping					Lump Sum =	\$400
S&W Expenses (Sampling Equipment etc.)	3	days	@	\$150	/day =	\$450
Clear View, LLC						
Advance borings/install wells	1	day	@	\$3,450	/day =	\$3,450
Well materials	3	wells	@	\$375	ea. =	\$1,125
55-gallon drums	4	drums	@	\$175	ea. =	\$700
SGS North America Inc.						
(4 primary soil samples and 1 field duplicate)						
DRO - AK 102	5	samples	@	\$81	ea. =	\$405
VOCs - EPA 8260D	5	samples	@	\$184	ea. =	\$920
PAHs - EPA 8270D	2	samples	@	\$184	ea. =	\$368
Trip Blank - VOCs	1	sample	@	\$184	ea. =	\$184
(4 primary groundwater samples and 1 field duplicate)						
DRO - AK 102	5	samples	@	\$81	ea. =	\$405
VOCs - EPA 8260D	5	samples	@	\$184	ea. =	\$920
PAHs - EPA 8270D	5	samples	@	\$184	ea. =	\$920
Trip Blank - VOCs	1	samples	@	\$184	ea. =	\$184
Task 4 - Investigation-Derived Waste Management**						\$850
Shannon & Wilson						
Sr. Associate	2	hrs.	@	\$195	/hr. =	\$390
Professional IV	4	hrs.	@	\$115	/hr. =	\$460
Task 5 - Reporting						\$4,010
Shannon & Wilson						
Principal	2	hrs.	@	\$235	/hr. =	\$470
Sr. Associate	4	hrs.	@	\$195	/hr. =	\$780
Professional IV	24	hrs.	@	\$115	/hr. =	\$2,760
ESTIMATED TOTAL:						\$21,196

* S&W travel labor, airfare, and Clear View mobilization costs included under Site 1 Cost Estimate

** Costs do not include IDW transport and disposal

**SITE 3 - SUMMARY COST ESTIMATE
WRANGELL CITY SHOP**

Wrangell City Shop Site Characterization Activities						<u>COSTS</u>
Tasks 1, 2, and 3 - Field Activities *						\$19,999
Shannon & Wilson						
Sr. Associate	3	hrs.	@	\$195	/hr. =	\$585
Professional IV	43	hrs.	@	\$115	/hr. =	\$4,945
Utility Locates	4					
Mobilization/Demobilization	4					
Soil Borings/Monitoring Well Install	12					
Well Development	12					
Well Sampling	8					
Well Survey	3					
Rental Car	3	days	@	\$200	/day =	\$600
Lodging	2	nights	@	\$200	/day =	\$400
Per Diem	3	days	@	\$60	/day =	\$180
Shipping					Lump Sum =	\$400
S&W Expenses (Sampling Equipment etc.)	3	days	@	\$150	/day =	\$450
Clear View, LLC						
Advance borings/install wells	1	day	@	\$3,450	/day =	\$3,450
Well materials	4	wells	@	\$375	ea. =	\$1,500
55-gallon drums	5	drums	@	\$175	ea. =	\$875
SGS North America Inc.						
(4 primary soil samples and 1 field duplicate)						
GRO - AK 101	5	samples	@	\$75	ea. =	\$375
DRO/RRO - AK 102/103	5	samples	@	\$87	ea. =	\$435
VOCs - EPA 8260D	5	samples	@	\$184	ea. =	\$920
PAHs - EPA 8270D	2	samples	@	\$184	ea. =	\$368
Total chromium - EPA 6020	5	samples	@	\$52	ea. =	\$260
Hexavalent chromium - EPA 7196	5	samples	@	\$138	ea. =	\$690
Trip Blank - GRO/VOCs	1	sample	@	\$259	ea. =	\$259
(4 primary groundwater samples and 1 field duplicate)						
GRO - AK 101	5	samples	@	\$75	ea. =	\$375
DRO/RRO - AK 102/103	5	samples	@	\$87	ea. =	\$435
VOCs - EPA 8260D	5	samples	@	\$184	ea. =	\$920
PAHs - EPA 8270D	2	samples	@	\$184	ea. =	\$368
Total chromium - EPA 6020	5	samples	@	\$52	ea. =	\$260
Hexavalent chromium - EPA 7196	5	samples	@	\$138	ea. =	\$690
Trip Blank - GRO/VOCs	1	sample	@	\$259	ea. =	\$259
Task 4 - Investigation-Derived Waste Management**						\$850
Shannon & Wilson						
Sr. Associate	2	hrs.	@	\$195	/hr. =	\$390
Professional IV	4	hrs.	@	\$115	/hr. =	\$460
Task 5 - Reporting						\$4,930
Shannon & Wilson						
Principal	2	hrs.	@	\$235	/hr. =	\$470
Senior Associate	4	hrs.	@	\$195	/hr. =	\$780
Professional IV	32	hrs.	@	\$115	/hr. =	\$3,680

ESTIMATED TOTAL: \$25,779

* S&W travel labor, airfare, and Clear View mobilization costs included under Site 1 Cost Estimate

** Costs do not include IDW transport and disposal



Date: February 2021

To: City and Borough of Wrangell

Re: Three CBW Sites, Wrangell, Alaska

STANDARD GENERAL TERMS AND CONDITIONS (ALL PURPOSE)

ARTICLE 1 – SERVICES OF SHANNON & WILSON

Shannon & Wilson’s scope of work (Work) shall be limited to those services expressly set forth in its Proposal and is subject to the terms and conditions set forth herein.

Shannon & Wilson shall procure and maintain all business and professional licenses and registrations necessary to provide its services. Upon Client’s request (and for additional compensation, if not already included in Shannon & Wilson’s Proposal), Shannon & Wilson shall assist Client in attempting to obtain, or on behalf of Client and in Client’s name attempt to obtain, those permits and approvals required for the project for which Shannon & Wilson’s services are being rendered.

Client acknowledges, depending on field conditions encountered and subsurface conditions discovered, the number and location of borings, the number and type of field and laboratory tests, and other similar items, as deemed necessary by Shannon & Wilson in the exercise of due care, may need to be increased or decreased; if such modifications are approved by Client, Shannon & Wilson’s compensation and schedule shall be equitably adjusted.

If conditions actually encountered at the project site differ materially from those represented by Client and/or shown or indicated in the contract documents, or are of an unusual nature which materially differ from those ordinarily encountered and generally recognized as inherent for the locality and character of the services provided for in Shannon & Wilson’s scope of work, Shannon & Wilson’s compensation and schedule shall be equitably adjusted.

Without increasing the scope of work, price, or schedule contained in Shannon & Wilson’s Proposal, Shannon & Wilson may employ such subcontractors as Shannon & Wilson deems necessary to assist in furnishing its services.

If Shannon & Wilson’s scope of work is increased or decreased by Client, Shannon & Wilson’s compensation and schedule shall be equitably adjusted.

ARTICLE 2 – TIMES FOR RENDERING SERVICES

Shannon & Wilson shall perform its services in accordance with the schedule set forth in its Proposal.

If Shannon & Wilson’s Proposal sets forth specific periods of time for rendering services, or specific dates by which services are to be completed, and such periods of time or dates are extended or delayed through no fault of Shannon & Wilson, Shannon & Wilson’s compensation and schedule shall be equitably adjusted.

If Shannon & Wilson’s schedule is increased or decreased by Client, Shannon & Wilson’s compensation shall be equitably adjusted.

ARTICLE 3 – PAYMENTS TO SHANNON & WILSON

Invoices shall be prepared in accordance with Shannon & Wilson’s standard invoicing practices and shall be submitted to Client by Shannon & Wilson monthly. The amount billed in each invoice shall be calculated as set forth in Shannon & Wilson’s Proposal.

Unless Shannon & Wilson’s Proposal contains a fixed lump-sum price, Shannon & Wilson’s actual fees may exceed the estimate contained in its Proposal. Shannon & Wilson shall not exceed the estimate contained in its Proposal by more than ten percent (10%) without the prior written consent of Client; provided however, unless the Client authorizes additional funds in excess of the estimate contained in Shannon & Wilson’s Proposal, Shannon & Wilson shall have no obligation to continue work on the project.

Invoices are due and payable within 30 days of receipt. If Client fails to pay Shannon & Wilson’s invoice within 30 days after receipt, the amounts due Shannon & Wilson shall accrue interest at the rate of one and one-half percent (1.5%) per month (or the maximum rate of interest permitted by law, if less) after the 30th day. In addition, Shannon & Wilson may, after giving seven (7) days written notice to Client, suspend services under this Agreement until Shannon & Wilson has been paid in full.

If Client disputes Shannon & Wilson’s invoice, only the disputed portion(s) may be withheld from payment, and the undisputed portion(s) shall be paid.

Records of Shannon & Wilson’s direct and indirect costs and expenses pertinent to its compensation under this Agreement shall be kept in accordance with generally accepted accounting practices and applicable federal, state, or local laws and regulations. Upon request, such records shall be made available to Client for inspection on Shannon & Wilson’s premises and copies provided to Client at cost.

ARTICLE 4 – CLIENT’S RESPONSIBILITIES

Client shall grant or obtain free access to the project site for all equipment and personnel necessary for Shannon & Wilson to perform its services.

ARTICLE 5 – STANDARD OF CARE / ABSENCE OF WARRANTIES / NO RESPONSIBILITY FOR SITE SAFETY OR CONTRACTOR’S PERFORMANCE

Standard of Care

The standard of care for all professional services performed or furnished by Shannon & Wilson under this Agreement shall be the skill and care ordinarily exercised by other members of Shannon & Wilson’s profession, providing the same or similar services, under the same or similar circumstances, at the same time and locality as the services were provided by Shannon & Wilson. The construction, alteration, or repair of any object or structure by Shannon & Wilson shall be performed in a good and workmanlike manner in accordance with general industry standards, and conform to this Agreement. Shannon & Wilson warrants for one (1) year from substantial completion of the Work, all goods delivered hereunder shall be new and free from defects in material or workmanship, and shall conform to the specifications, drawings, or sample(s) specified or furnished, if any, and shall be merchantable and fit for their intended purpose(s).

Shannon & Wilson warrants that Shannon & Wilson has good and marketable title to all goods delivered hereunder, and that all goods delivered hereunder shall be free and clear of all claims of superior title, liens, and encumbrances of any kind.

Subsurface explorations and testing identify actual subsurface conditions only at those points where samples are taken, at the time they are taken. Actual conditions at other locations of the project site, including those inferred to exist between the sample points, may differ significantly from conditions that exist at the sampling locations. The passage of time or intervening causes may cause the actual conditions at the sampling locations to change as well.

Interpretations and recommendations made by Shannon & Wilson shall be based solely upon information available to Shannon & Wilson at the time the interpretations and recommendations are made.

Shannon & Wilson shall be responsible for the technical accuracy of its services, data, interpretations, and recommendations resulting therefrom, and Client shall not be responsible for discovering deficiencies therein. Shannon & Wilson shall correct any substandard work without additional compensation, except to the extent that such inaccuracies are directly attributable to deficiencies in Client-furnished information.

No Warranties

Shannon & Wilson makes no guarantees or warranties, express or implied, under this Agreement or otherwise, about Shannon & Wilson's professional services.

Client-Furnished Documents

Shannon & Wilson may use requirements, programs, instructions, reports, data, and information furnished by Client to Shannon & Wilson in performing its services under this Agreement. Shannon & Wilson may rely on the accuracy and completeness of requirements, programs, instructions, reports, data, and other information furnished by Client to Shannon & Wilson. Client shall, only to the fullest extent permitted by law, waive any claims against Shannon & Wilson and its subcontractors, and indemnify and hold Shannon & Wilson and its subcontractors harmless from any claims, liability, or expenses (including reasonable attorneys' fees and costs) arising from Shannon & Wilson's reliance on Client-furnished information, except to the extent of Shannon & Wilson's and its subcontractor's negligent or wrongful acts, errors, omissions, or breach of contract.

Site Damage

Shannon & Wilson shall take reasonable precautions to minimize damage to the project site, but it is understood by Client that, in the normal course of Shannon & Wilson's services, some project site damage may occur, and the correction of such damage is not part of this Agreement unless so stated in Shannon & Wilson's Proposal. Client shall, only to the fullest extent permitted by law, waive any claims against Shannon & Wilson and its subcontractors, and indemnify and hold Shannon & Wilson and its subcontractors harmless from any claims, liability, or expenses (including reasonable attorneys' fees and costs) arising from any project site damage caused by Shannon & Wilson, except to the extent of Shannon & Wilson's and its subcontractor's negligent or wrongful acts, errors, omissions, or breach of contract.

Buried Structures

If there are any buried structures and/or utilities on the project site where subsurface explorations are to take place, Client shall provide Shannon & Wilson with a plan showing their existing locations. Shannon & Wilson shall contact a utility locator service to request that they identify any public utilities. Shannon & Wilson shall use reasonable care and diligence to avoid contact with buried structures and/or utilities as shown. Shannon & Wilson shall not be liable for any loss or damage to buried structures and/or utilities resulting from inaccuracy of the plans, or lack of plans, or errors by the locator service relating to the location of buried structures and/or utilities. Client shall, only to the fullest extent permitted by law, waive any claims against Shannon & Wilson and its subcontractors, and indemnify, and hold Shannon & Wilson and its subcontractors harmless from any claims, liability, or expenses (including reasonable attorneys' fees and costs) arising from damage to buried structures and/or utilities caused by Shannon & Wilson's sampling, except to the extent of Shannon & Wilson's and its subcontractor's negligent or wrongful acts, errors, omissions, or breach of contract.

Aquifer Cross-Contamination

Despite the use of due care, unavoidable contamination of soil or groundwater may occur during subsurface exploration when drilling or sampling tools are advanced through a contaminated area, linking it to an aquifer, underground stream, or other hydrous body not previously contaminated and capable of spreading contaminants off the project site. Because Shannon & Wilson is powerless to totally eliminate this risk despite use of due care, and because sampling is an essential element of Shannon & Wilson's services, Client shall, only to the fullest extent permitted by law, waive any claims against Shannon & Wilson and its subcontractors, and indemnify and hold Shannon & Wilson and its subcontractors harmless from any claims, liability, or expenses (including reasonable attorneys' fees and costs) arising from cross-contamination caused by Shannon & Wilson's sampling, except to the extent of Shannon & Wilson's and its subcontractor's negligent or wrongful acts, errors, omissions, or breach of contract.

Opinions of Probable Construction Costs

If opinions of probable construction costs are included in Shannon & Wilson's Proposal, Shannon & Wilson's opinions of probable construction costs shall be made on the basis of its experience and qualifications and represent its judgment as a professional generally familiar with the industry. Opinions of probable construction costs are based, in part, on approximate quantity evaluations that are not accurate enough to permit contractors to prepare bids. Further, since Shannon & Wilson has no control over: the cost of labor, materials, equipment, or services furnished by others; the contractor's actual or proposed construction methods or methods of determining prices; competitive bidding; or market conditions, Shannon & Wilson cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of the components of probable construction cost prepared by Shannon & Wilson. If Client or any contractor wishes greater assurance as to probable construction cost, Client or contractor shall employ an independent cost estimator.

Review of Contractor's Shop Drawings and Submittals

If review of a contractor's shop drawings and submittals are included in Shannon & Wilson's Proposal, Shannon & Wilson shall review and take appropriate action on the contractor's submittals, such as shop drawings, product data, samples, and other data, which the contractor is required to submit, but solely for the limited purpose of checking for general overall conformance with Shannon & Wilson's design concept. This review shall not include a review of the accuracy or completeness of details, such as quantities; dimensions; weights or gauges; fabrication processes; construction means, methods, sequences or procedures; coordination of the work with other trades; or construction safety precautions, all of which are the sole responsibility of the contractor. Shannon & Wilson's review shall be conducted with reasonable promptness while allowing sufficient time, in Shannon & Wilson's judgment, to permit adequate review. Review of a specific item shall not be construed to mean that Shannon & Wilson has reviewed the entire assembly of which the item is a component. Shannon & Wilson shall not be responsible for any deviations by the contractor in the shop drawings and submittals from the construction documents, which are not brought to the attention of Shannon & Wilson by the contractor in writing.

Construction Observation

If construction observation is included in Shannon & Wilson's Proposal, Shannon & Wilson shall visit the project site at intervals Shannon & Wilson deems appropriate, or as otherwise agreed to in writing by Client and Shannon & Wilson, in order to observe and keep Client generally informed of the progress and quality of the work. Such visits and observations are not intended to be an exhaustive check or a detailed inspection of any contractor's work, but rather are to allow Shannon & Wilson, as a professional, to become generally familiar with the work in progress in order to determine, in general, whether the work is

progressing in a manner indicating that the work, when fully completed, will be in accordance with Shannon & Wilson's general overall design concept. Shannon & Wilson's authority shall be limited to observing, making technical comments regarding general overall compliance with Shannon & Wilson's design concept, and rejecting any work which it becomes aware of that does not comply with Shannon & Wilson's general overall design concept. Shannon & Wilson's acceptance of any non-conforming work containing latent defects or failure to reject any non-conforming work not inspected by Shannon & Wilson shall not impose any liability on Shannon & Wilson or relieve any contractor from complying with their contract documents. All construction contractors shall be solely responsible for construction site safety, the quality of their work, and adherence to their contract documents. Shannon & Wilson shall have no authority to direct any contractor's actions or stop any contractor's work.

If Shannon & Wilson is not retained to provide construction observation of the implementation of its design recommendations, Client shall, only to the fullest extent permitted by law, waive any claims against Shannon & Wilson, and indemnify and hold Shannon & Wilson harmless from any claims, liability, or expenses (including reasonable attorneys' fees and costs) arising from the implementation of Shannon & Wilson's design recommendations, except to the extent of Shannon & Wilson's and its subcontractor's negligent or wrongful acts, errors, omissions, or breach of contract.

No Responsibility for Site Safety

Except for its own subcontractors and employees, Shannon & Wilson shall not: supervise, direct, have control over, or authority to stop any contractor's work; have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by any contractor; be responsible for safety precautions and programs incident to any contractor's work; or be responsible for any failure of any contractor to comply with laws and regulations applicable to the contractor, all of which are the sole responsibility of the construction contractors. This requirement shall apply continuously, regardless of time or place, and shall in no way be altered because a representative of Shannon & Wilson is present at the project site performing his/her duties. Notwithstanding anything to the contrary, Shannon & Wilson shall never be deemed to have assumed responsibility for the project's site safety by either contract or conduct. No act or direction by Shannon & Wilson shall be deemed the exercise of supervision or control of any contractor's employees or the direction of any contractor's performance. Any direction provided by Shannon & Wilson shall be deemed solely to ensure the contractor's general overall compliance with Shannon & Wilson's design concept.

No Responsibility for Contractor's Performance

Except for its own subcontractors and employees, Shannon & Wilson shall not be responsible for safety precautions, the quality of any contractor's work, or any contractor's failure to furnish or perform their work in accordance with their contract documents.

Except Shannon & Wilson's own employees and its subcontractors, Shannon & Wilson shall not: be responsible for the acts or omissions of any contractor, subcontractor or supplier, or other persons at the project site, or otherwise furnishing or performing any work; or for any decision based on interpretations or clarifications of Shannon & Wilson's design concept given without the consultation and concurrence of Shannon & Wilson.

Approval of Contractor's Applications for Payment

If approval of a contractor's applications for payment are included in Shannon & Wilson's Proposal, Shannon & Wilson shall review the amounts due the contractor and issue a recommendation about payment to Client. Shannon & Wilson's review and approval shall be limited to an evaluation of the general progress of the work and the information contained in the contractor's application for payment and a representation by Shannon & Wilson that to the best of the Shannon & Wilson's knowledge, the contractor has performed work for which payment has been requested, subject to further testing and inspection upon substantial completion. The issuance of a recommendation for payment shall not be construed as a representation that: Shannon & Wilson has made an exhaustive check or a detailed or continuous inspection check of the quality or quantity of the contractor's work; approved the contractor's means, methods, sequences, procedures, or safety precautions; or that contractor's subcontractors, laborers, and suppliers have been paid.

ARTICLE 6 – CONFIDENTIALITY AND USE OF DOCUMENTS

Confidentiality

Shannon & Wilson agrees to keep confidential and to not disclose to any person or entity (other than Shannon & Wilson's employees and subcontractors), without the prior consent of Client, all information furnished to Shannon & Wilson by Client or learned by Shannon & Wilson as a result of its work on the project; provided however, that these provisions shall not apply to information that: is in the public domain through no fault of Shannon & Wilson; was previously known to Shannon & Wilson; or was independently acquired by Shannon & Wilson from third-parties who were under no obligation to Client to keep said information confidential. This paragraph shall not be construed to in any way restrict Shannon & Wilson from making any disclosures required by law. Client agrees that Shannon & Wilson may use and publish Client's name and a general description of Shannon & Wilson's services with respect to the project in describing Shannon & Wilson's experience and qualifications to others.

Copyrights and Patents – Shannon & Wilson shall indemnify, hold harmless, and defend Client from any and all actions, damages, demands, expenses (including reasonable attorneys' fees and costs), losses, and liabilities arising out of any claims that any goods or services furnished by Subcontractor infringe any patent, trademark, trade name, or copyright.

Use of Documents

All documents prepared by Shannon & Wilson are instruments of service with respect to the project, and Shannon & Wilson shall retain a copyrighted ownership and property interest therein (including the right of reuse) whether or not the project is completed.

Shannon & Wilson grants to Client a non-exclusive, irrevocable, unlimited, royalty-free license to use any documents prepared by Shannon & Wilson for Client. Client may make and retain copies of such documents for their information and use. Such documents are not intended or represented to be suitable for reuse by Client, or others, after the passage of time, on extensions of the project, or on any other project. Any such reuse without written verification or adaptation by Shannon & Wilson, as appropriate for the specific purpose intended, shall be at Client's sole risk, and Client shall, only to the fullest extent permitted by law, waive any claims against Shannon & Wilson and its subcontractors, and indemnify and hold Shannon & Wilson and its subcontractors harmless from any claims, liability, or expenses (including reasonable attorneys' fees and costs) arising from such reuse, except to the extent of Shannon & Wilson's and its subcontractor's negligent or wrongful acts, errors, omissions, or breach of contract. Any verification or adaptation of the documents for extensions of the project or for any other project by Shannon & Wilson shall entitle Shannon & Wilson to additional compensation to be agreed upon by Client and Shannon & Wilson.

Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Shannon & Wilson. Text, data, or graphics files in electronic media format are furnished solely for the convenience of Client. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

Because data stored in electronic media can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving an electronic file agrees that it shall perform acceptance tests or procedures within 60 days after its receipt, after which, unless notice of any errors are given in writing to the delivering party, the receiving party shall be deemed to have accepted the data thus transferred. Any errors reported within the 60-day acceptance

period shall be corrected by the party delivering the electronic files at their sole expense. Shannon & Wilson shall not be responsible for maintaining documents stored in electronic media format after acceptance by Client.

When transferring documents in electronic media format, neither Client nor Shannon & Wilson makes any representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used for the document's creation.

ARTICLE 7 - INSURANCE

Shannon & Wilson shall purchase and maintain during the term of this contract, the following insurance coverage at its sole expense:

Commercial General Liability - \$1,000,000 each occurrence/\$2,000,000 annual aggregate Bodily Injury/Property Damage Combined Single Limit including Blanket Contractual Liability, Broad Form Products and Completed Operations, Explosion/Collapse/Underground (XCU) Exposures, and Washington Stop Gap coverage.

Auto Liability - \$1,000,000 Bodily Injury/Property Damage Combined Single Limit including Owned, Hired, and Non-Owned Liability coverage.

Umbrella Liability - \$10,000,000 Bodily Injury/Property Damage combined Single Limit in excess of Commercial General Liability, Auto Liability, and Employers' Liability.

Workers' Compensation - Statutory in monopolistic states and \$500,000 per accident/\$500,000 per disease/\$500,000 disease policy aggregate Employers' Liability in non-monopolistic including if applicable, U.S. Longshore & Harbor Workers coverage.

Professional Liability - \$5,000,000 per claims/\$5,000,000 annual aggregate for professional errors and omissions including Pollution Liability coverage.

If requested in writing by Client, Shannon & Wilson shall name Client as an additional insured on its Commercial General Liability policy.

If requested in writing by Client, Shannon & Wilson shall deliver to Client certificates of insurance evidencing such coverage. Such certificates shall be furnished before commencement of Shannon & Wilson's services.

Client shall cause Shannon & Wilson and its subcontractors to be listed as additional insureds on any Commercial General Liability insurance carried by Client that is applicable to the project.

Client shall require the project owner to require the general contractor on the project to purchase and maintain Commercial General Liability, Automobile Liability, Workers Compensation, and Employers Liability insurance, with limits no less than set forth above, and to cause Shannon & Wilson and its subcontractors to be listed as additional insureds on that Commercial General Liability insurance. Client shall require the project owner include the substance of this paragraph in the prime construction contract.

All insurance policies shall contain a waiver of subrogation.

ARTICLE 8 - HAZARDOUS ENVIRONMENTAL CONDITIONS

Disclosure of the Existence of Hazardous Environmental Conditions

Client has disclosed to Shannon & Wilson all data known to Client concerning known or suspected hazardous environmental conditions, including but not limited to, the existence of all asbestos, PCBs, petroleum, hazardous waste, or radioactive material, if any, located at or near the project site, including its type, quantity, and location, or has represented to Shannon & Wilson that, to the best of Client's knowledge, no hazardous environmental conditions exist at or near the project site.

If any hazardous environmental condition is encountered or believed to exist, Shannon & Wilson shall notify Client and, to the extent required by applicable laws and regulations, the project site owner, and appropriate governmental officials.

Disposal of Non-Hazardous Samples and Hazardous or Toxic Substances

All substances on, in, or under the project site, or obtained from the project site as samples or as byproducts (e.g., drill cuttings and fluids) of the sampling process are the project site owner's property. Shannon & Wilson shall preserve such samples for forty-five (45) calendar days after Shannon & Wilson's issuance to Client of the final instrument of service that relates to the data obtained from them. Shannon & Wilson shall dispose of all non-hazardous samples and sampling process byproducts in accordance with applicable law; provided however, any samples or sampling process byproducts that are, or are believed to be, affected by regulated contaminants shall be packaged by Shannon & Wilson in accordance with applicable law, and turned over to Client or left on the project site. Shannon & Wilson shall not transport, store, treat, dispose of, or arrange for the transportation, storage, treatment, or disposal of, any substances known, believed, or suspected to be affected by regulated contaminants, nor shall Shannon & Wilson subcontract for such activities.

Shannon & Wilson shall, at Client's request (and for additional compensation, if not already included in Shannon & Wilson's Proposal), help Client or the project site owner identify appropriate alternatives for transportation, storage, treatment, or disposal of such substances, but Shannon & Wilson shall not make any independent determination about the selection of a transportation, storage, treatment, or disposal facility.

Client or the project site owner shall sign all manifests for the transportation, storage, treatment, or disposal of substances affected by regulated contaminants; provided however, notwithstanding any other provisions of this Agreement to the contrary if Client directs Shannon & Wilson, Shannon & Wilson's employees, or Shannon & Wilson's agents to sign such manifests and/or to hire for Client or the project site owner a contractor to transport, store, treat, or dispose of the contaminated substances, Shannon & Wilson shall do so only as Client's disclosed agent.

Contaminated Equipment and Consumables

Client shall reimburse Shannon & Wilson for the cost of decontaminating field or laboratory equipment that is contaminated by regulated materials encountered at the project site and for the cost of disposal and replacement of contaminated consumables. In some instances, the cost of decontamination may exceed the fair market value of the equipment, were it not contaminated, together with the cost of properly transporting and disposing of the equipment. In such instances, Shannon & Wilson will notify Client and give Client the option of paying for decontamination or purchasing the equipment at its fair market value immediately prior to contamination. If Client elects to purchase equipment, Client and Shannon & Wilson will enter into a specific agreement for that purpose. Any equipment that cannot be decontaminated shall be considered a consumable.

Client's Liability for Hazardous or Toxic Materials

Except to the extent caused by Shannon & Wilson's and its subcontractor's negligent or wrongful acts, errors, omissions, or breach of contract, and only to the maximum extent permitted by law, Client shall: indemnify and hold harmless Shannon & Wilson, its subcontractors and their partners, officers, directors, employees, and agents; from and against any and all actions (whether sounding in tort, contract (express or implied), warranty (express or implied), statutory liability, strict liability, or otherwise), claims (including, but not limited to, claims for bodily injury, death, property damage (including bodily injury, death, or

property damage to Shannon & Wilson's own employees), or arising under CERCLA, MTCA, or similar federal, state, or local environmental laws), costs, damages (including without limitation, economic, non-economic, general, special, incidental, consequential), demands, expenses (including, but not limited to, reasonable attorneys' fees and costs of defense), fines, judgments, liens, liabilities, and penalties of any kind whatsoever; arising from the arrangement for and/or ownership, operation, generation, labeling, transportation, storage, disposal, treatment, release, or threatened release of any hazardous or toxic materials, as defined by CERCLA, MTCA, or similar federal, state, or local environmental laws, on and/or from the project site.

ARTICLE 9 - ALLOCATION OF RISK

Indemnification of Client

To the maximum extent permitted by law, Shannon & Wilson shall: indemnify and hold harmless Client, its appointed and elected officials, partners, officers, directors, employees, and agents; from and against any and all actions (whether sounding in tort, contract (express or implied), warranty (express or implied), statutory liability, strict liability, or otherwise), claims (including, but not limited to, claims for bodily injury, death, property damage, (including bodily injury, death, or property damage to Shannon & Wilson's own employees) or arising under CERCLA, MTCA, or similar federal, state, or local environmental laws), costs, damages (including without limitation, economic, non-economic, general, special, incidental, consequential), demands, expenses (including, but not limited to, reasonable attorneys' fees and costs of defense), fines, judgments, liens, liabilities, and penalties of any kind whatsoever; arising from the negligent or wrongful acts, errors, or omissions, or breach of contract or warranty express or implied, by Shannon & Wilson or any of its subcontractors; but only to the extent of Shannon & Wilson's and its subcontractor's relative degree of fault. In furtherance of these obligations, and only with respect to Client, its appointed and elected officials, partners, officers, directors, employees and agents, Shannon & Wilson waives any immunity it may have or limitation on the amount or type of damages imposed under any industrial insurance, worker's compensation, disability, employee benefit, or similar laws. Shannon & Wilson acknowledges that this waiver of immunity was mutually negotiated.

Limitation of Shannon & Wilson's Liability

A. Total Liability Limited to Insurance Proceeds

Notwithstanding any other provisions of this Agreement, and only to the maximum extent permitted by law, the total liability, in the aggregate, of Shannon & Wilson, its subcontractors, and their partners, officers, directors, employees, agents and, or any of them, to Client and/or anyone claiming by, through, or under Client, for any and all actions (whether sounding in tort, contract (express or implied), warranty (express or implied), statutory liability, strict liability, or otherwise), claims (including, but not limited to, claims for bodily injury, death, property damage, (including bodily injury, death, or property damage to Shannon & Wilson's own employees) or arising under CERCLA, MTCA, or similar federal, state, or local environmental laws), costs, damages (including without limitation, economic, non-economic, general, special, incidental, consequential), demands, expenses (including, but not limited to, reasonable attorneys' fees and costs of defense), fines, judgments, liens, liabilities, and penalties of any kind whatsoever, arising out of, resulting from, or in any way related to the project or this Agreement, shall be limited to the insurance proceeds payable on behalf of or to Shannon & Wilson by any insurance policies applicable thereto. If you are unwilling or unable to limit our liability in this manner, we will negotiate this limitation and its associated impact on our approach, scope of work, schedule, and price, with you. You must notify us in writing before we commence our work of your intention to negotiate this limitation and its associated impact on our approach, scope of work, schedule, and price. Absent your prior written notification to the contrary, we will proceed on the basis that our total liability is limited as set forth above.

B. Professional Liability Limited to \$50,000 or 10% of Fee

With respect to professional errors or omissions only, notwithstanding any other provisions of this Agreement, and only to the maximum extent permitted by law, the total liability, in the aggregate, of Shannon & Wilson, its subcontractors, and their partners, officers, directors, employees, agents, or any of them, to Client and/or anyone claiming by, through, or under Client, for any and all actions (whether sounding in tort, contract (express or implied), warranty (express or implied), statutory liability, strict liability, or otherwise), claims (including, but not limited to, claims for bodily injury, death, property damage (including bodily injury, death, or property damage to Shannon & Wilson's own employees) or arising under CERCLA, MTCA, or similar federal, state, or local environmental laws), costs, damages (including without limitation, economic, non-economic, general, special, incidental, consequential), demands, expenses (including, but not limited to, reasonable attorneys' fees and costs of defense), fines, judgments, liens, liabilities, and penalties of any kind whatsoever, arising out of, resulting from, or in any way related to the professional errors or omissions of Shannon & Wilson, its subcontractors, or their partners, officers, directors, employees, agents or, or any of them, shall not exceed the aggregate total amount of \$50,000.00, or ten percent (10%) of the total compensation actually paid to Shannon & Wilson under this Agreement, whichever is greater. If you are unwilling or unable to limit our professional liability to these sums, we will negotiate the amount of this limitation and its associated impact on our approach, scope of work, schedule, and price, with you. You must notify us in writing before we commence our work of your intention to negotiate the amount of this limitation and its associated impact on our approach, scope of work, schedule, and price. Absent your prior written notification to the contrary, we will proceed on the basis that our total professional liability is limited to \$50,000.00 or ten percent (10%) of the total compensation actually paid to Shannon & Wilson under this Agreement, whichever is greater.

ARTICLE 10 – MISCELLANEOUS

Termination

This Agreement may be terminated without further obligation or liability by either party, with or without cause (for convenience), upon 30 days prior written notice to the other. Shannon & Wilson shall be entitled to compensation for all services performed prior to the termination of this Agreement. This Agreement may be terminated by the non-breaching party upon any breach of this Agreement that remains uncured after 10 days notice to the breaching party by the non-breaching party. Upon payment of all amounts due Shannon & Wilson, Client shall be entitled to copies of Shannon & Wilson's files and records pertaining to services performed prior to the termination of this Agreement.

Successors, Assigns, and Beneficiaries

This Agreement shall be binding upon each party's assigns, successors, executors, administrators, and legal representatives.

Neither Client nor Shannon & Wilson may assign or transfer any rights under or interest in this Agreement without the written consent of the other. No assignment shall release or discharge the assignor from any duty or responsibility under this Agreement.

Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or Shannon & Wilson to any third-party. All duties and responsibilities undertaken under this Agreement shall be for the sole and exclusive benefit of Client and Shannon & Wilson. There are no intended third-party beneficiaries. Notwithstanding the foregoing, should a court find a third-party to be a beneficiary of this Agreement, it is the intent of the parties that the judicially created third-party beneficiary be bound by and subject to all of the terms and conditions of this Agreement.

Jurisdiction, Venue, and Choice of Law

Any applicable Statute of Limitation shall be deemed to commence running on the date which the claimant knew, or should have known, of the facts giving rise to their claims, but in no event later than the date of substantial completion of Shannon & Wilson's services under this Agreement. To the maximum extent permitted by law, as a condition precedent to commencing a judicial proceeding, a party shall give written notice of their claims, including all amounts claimed,

and the factual basis for their claims, to the other party within one (1) year of when the claimant knew, or should have known, of the facts giving rise to their claims, but in no event later than one (1) year from the date of substantial completion of Shannon & Wilson's services under this Agreement. As a condition precedent to commencing a judicial proceeding, a party shall first submit their claims to non-binding mediation through and in accordance with the rules of the American Arbitration Association.

This Agreement shall be construed in accordance with and governed by the laws (except choice and conflict of law provisions) of the state in which the Project is located.

Any judicial action shall be brought in the state in which the Project is located.

Attorneys' Fees

Should any dispute or claims arise out of this Agreement, whether sounding in tort, contract (express or implied), warranty (express or implied), statutory liability, strict liability, or otherwise, the prevailing party shall be entitled to an award of their reasonable attorneys' fees and costs, including upon appeal and in the enforcement of any judgment. Should neither party prevail on all of their claims or receive all of the relief they sought, then the substantially prevailing party shall be awarded their reasonable attorneys' fees and costs, including upon appeal and in the enforcement of any judgment.

Waiver

A waiver of any of the terms and conditions or breaches of this Agreement shall not operate as a subsequent waiver.

Headings

The headings used in this agreement are for general ease of reference only. They have no meaning and are not part of this Agreement.

Integration

This Agreement, together with all attachments hereto, are incorporated by reference into each other, and supercede all prior written and oral discussions, representations, negotiations, and agreements on the subject matter of this Agreement and represent the parties' complete, entire, and final understanding of the subject matter of this Agreement.

Survival

Notwithstanding completion or termination of this Agreement for any reason, all representations, warranties, limitations of liability, and indemnification obligations contained in this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

Severability

If any of the terms or conditions of this Agreement are found to be void or unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect, and the court shall attempt to judicially reform the void or unenforceable provisions to the maximum extent possible, consistent with the original intent expressed in the provisions, to render it valid and enforceable. If the court is unable to reform the provisions to render it valid and enforceable, the court shall strike only that portion which is invalid or unenforceable, and this Agreement shall then be construed without reference to the void or unenforceable provisions.



Date: February 2021
To: City and Borough of Wrangell

IMPORTANT INFORMATION ABOUT YOUR GEOTECHNICAL/ENVIRONMENTAL PROPOSAL

More construction problems are caused by site subsurface conditions than any other factor. The following suggestions and observations are offered to help you manage your risks.

HAVE REALISTIC EXPECTATIONS.

If you have never before dealt with geotechnical or environmental issues, you should recognize that site exploration identifies actual subsurface conditions at those points where samples are taken, at the time they are taken. The data derived are extrapolated by the consultant, who then applies judgment to render an opinion about overall subsurface conditions; their reaction to construction activity; appropriate design of foundations, slopes, impoundments, and recovery wells; and other construction and/or remediation elements. Even under optimal circumstances, actual conditions may differ from those inferred to exist, because no consultant, no matter how qualified, and no subsurface program, no matter how comprehensive, can reveal what is hidden by earth, rock, and time.

DEVELOP THE SUBSURFACE EXPLORATION PLAN WITH CARE.

The nature of subsurface explorations—the types, quantities, and locations of procedures used—in large measure determines the effectiveness of the geotechnical/environmental report and the design based upon it. The more comprehensive a subsurface exploration and testing program, the more information it provides to the consultant, helping to reduce the risk of unanticipated conditions and the attendant risk of costly delays and disputes. Even the cost of subsurface construction may be lowered.

Developing a proper subsurface exploration plan is a basic element of geotechnical/environmental design, which should be accomplished jointly by the consultant and the client (or designated professional representatives). This helps the parties involved recognize mutual concerns and makes the client aware of the technical options available. Clients who develop a subsurface exploration plan without the involvement and concurrence of a consultant may be required to assume responsibility and liability for the plan's adequacy.

READ GENERAL CONDITIONS CAREFULLY.

Most consultants include standard general contract conditions in their proposals. One of the general conditions most commonly employed is to limit the consulting firm's liability. Known as a "risk allocation" or "limitation of liability," this approach helps prevent problems at the beginning and establishes a fair and reasonable framework for handling them, should they arise.

Various other elements of general conditions delineate your consultant's responsibilities. These are used to help eliminate confusion and misunderstandings, thereby helping all parties recognize who is responsible for different tasks. In all cases, read your consultant's general conditions carefully and ask any questions you may have.

HAVE YOUR CONSULTANT WORK WITH OTHER DESIGN PROFESSIONALS.

Costly problems can occur when other design professionals develop their plans based on misinterpretations of a consultant's report. To help avoid misinterpretations, retain your consultant to work with other project design professionals who are affected by the geotechnical/environmental report. This allows a consultant to explain report implications to design professionals affected by them, and to review their plans and specifications so that issues can be dealt with adequately. Although some other design professionals may be familiar with geotechnical/environmental concerns, none knows as much about them as a competent consultant.

OBTAIN CONSTRUCTION MONITORING SERVICES.

Most experienced clients also retain their consultant to serve during the construction phase of their projects. Involvement during the construction phase is particularly important because this permits the consultant to be on hand quickly to evaluate unanticipated conditions, to conduct additional tests if required, and when necessary, to recommend alternative solutions to problems. The consultant can also monitor the geotechnical/environmental work performed by contractors. It is essential to recognize that the construction recommendations included in a report are preliminary, because they must be based on the assumption that conditions revealed through selective exploratory sampling are indicative of actual conditions throughout a site.

Because actual subsurface conditions can be discerned only during earthwork and/or drilling, design consultants need to observe those conditions in order to provide their recommendations. Only the consultant who prepares the report is fully familiar with the background information needed to determine whether or not the report's recommendations are valid. The consultant submitting the report cannot assume responsibility or liability for the adequacy of preliminary recommendations if another party is retained to observe construction.

REALIZE THAT ENVIRONMENTAL ISSUES MAY NOT HAVE BEEN ADDRESSED.

If you have requested only a geotechnical engineering proposal, it will not include services needed to evaluate the likelihood of contamination by hazardous materials or other pollutants. Given the liabilities involved, it is prudent practice to always have a site reviewed from an environmental viewpoint. A consultant cannot be responsible for failing to detect contaminants when the services needed to perform that function are not being provided.

ONE OF THE OBLIGATIONS OF YOUR CONSULTANT IS TO PROTECT THE SAFETY, PROPERTY, AND WELFARE OF THE PUBLIC.

A geotechnical/environmental investigation will sometimes disclose the existence of conditions that may endanger the safety, health, property, or welfare of the public. Your consultant may be obligated under rules of professional conduct, or statutory or common law, to notify you and others of these conditions.

RELY ON YOUR CONSULTANT FOR ADDITIONAL ASSISTANCE.

Your consulting firm is familiar with several techniques and approaches that can be used to help reduce risk exposure for all parties to a construction project, from design through construction. Ask your consultant, not only about geotechnical and environmental issues, but others as well, to learn about approaches that may be of genuine benefit.

The preceding paragraphs are based on information provided by the
ASFE/Association of Engineering Firms Practicing in the Geosciences, Silver Spring, Maryland

**CITY & BOROUGH OF WRANGELL, ALASKA
BOROUGH ASSEMBLY AGENDA STATEMENT**

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	March 9, 2021
	<u>Agenda Section</u>	13

ORDINANCE NO 990 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING SECTION 16.08, TIDELAND LEASES, OF THE WRANGELL MUNICIPAL CODE

SUBMITTED BY:

Kim Lane, Borough Clerk
And Lisa Von Bargen, Borough Manager

FISCAL NOTE:

Expenditure Required: \$XXX Total		
FY 20: \$	FY 21: \$	FY22: \$
Amount Budgeted:		
	FY20 \$XXX	
Account Number(s):		
	XXXXX XXX XXXX	
Account Name(s):		
	Enter Text Here	
Unencumbered Balance(s) (prior to expenditure):		
	\$XXX	

Reviews/Approvals/Recommendations

<input type="checkbox"/>	Commission, Board or Committee
Name(s)	
Name(s)	
<input type="checkbox"/>	Attorney
<input type="checkbox"/>	Insurance

ATTACHMENTS: 1) Ord 990; 2) Prior Code Section

RECOMMENDATION MOTION:
Move to approve first reading of Ordinance No. 990 and move to a Second Reading with a Public Hearing to be held on March 23, 2021.

SUMMARY STATEMENT:
The current code section was adopted in 1969 and has undergone only a few amendments. Upon receiving an application for a lease for Borough tidelands, the process and guidelines are not

clearly outlined in the code. One of the changes includes the requirement that the applicant pay a \$100.00 non-refundable processing fee upon submitting their application. The other changes are not significant and are similar to the existing code.

Therefore, in an effort to update and clearly outline the process for receiving applications and what the application should entail, we are bringing this code change to you for consideration.

The Clerk completed the research on this code revision and used existing Wrangell code, Ketchikan Gateway Borough code and City of Valdez code to develop this revision.

CITY AND BOROUGH OF WRANGELL, ALASKA
ORDINANCE NO. 990

AN ORDINANCE OF THE ASSEMBLY OF THE CITY AND
BOROUGH OF WRANGELL, ALASKA, AMENDING SECTION
16.08, TIDELAND LEASES, OF THE WRANGELL MUNICIPAL
CODE

BE IT ORDAINED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF
WRANGELL, ALASKA:

[The changes to the existing code are shown as follows: the words that are underlined are to be added and the words that are bolded and in brackets are to be deleted.]

SEC. 1. Action. The purpose of this ordinance is to amend Chapter 16.08, Tideland Leases, of the Wrangell Municipal Code.

SEC. 2. Repeal & Reenactment, Chapter 16.08 of the Wrangell Municipal Code is hereby repealed in its entirety and reenacted as follows:

Chapter 16.08

TIDELAND LEASES

Sections:

- 16.08.010 Scope.
- 16.08.020 Definitions.
- 16.08.030 Applications.
- 16.08.040 Appraisal – Required Improvements.
- 16.08.050 Fair rental value to be used for leases – Exceptions.
- 16.08.060 Notice of Publication.
- 16.08.070 Terms of Lease – Renewal period.
- 16.08.080 Leases to be by negotiation.
- 16.08.090 Right of borough assembly to reject lease proposal.
- 16.08.100 Approval of leases.
- 16.08.110 Payment of annual rentals.
- 16.08.120 Adjustment of annual rentals.
- 16.08.130 Utilization of leased property.
- 16.08.140 Subleasing and assignment of leases.
- 16.08.150 Modification of leases.
- 16.08.160 Cancellation or forfeiture of leases – Generally.
- 16.08.170 Preference rights to release.
- 16.08.180 Removal or reversion of improvements upon termination of lease.
- 16.08.190 Giving notices and demands.
- 16.08.200 Compliance and regulations.
- 16.08.210 Reservation of rights-of-way.

16.08.010 Scope.

This chapter pertains to the leasing of borough owned tidelands and to the responsibilities of the borough manager and borough assembly with respect thereto. The intent of this chapter is to ensure equitable leasing of borough owned tidelands in such manner as will encourage development for its highest and best use in the borough. All tidelands to which the borough holds title, or to which the borough may become entitled, may be leased as provided in this chapter.

16.08.020 Definitions.

For the purposes of this chapter, the following words and phrases shall have the meanings respectively ascribed to them by this section:

“Borough tidelands” means all those lands which are periodically covered by tidal waters between the elevations of mean high and mean low tides, together with such additional lands as may be conveyed by the state to the borough as tidelands.

“Fair rental value” means the rent computed from the appraised fair market value of the land, and such term shall mean the highest price, described in terms of money for which the property would rent, if exposed for rent for a reasonable time in the open market, with an owner willing but not forced to rent and a renter willing but not forced to rent, both being fully informed of all the purposes for which the property is best adapted or could be used.

“Lease” means a surface lease issued or held pursuant to this chapter and any other ordinances of the borough.

“Regulations” means the leasing regulations of this chapter as well as other pertinent regulations promulgated by the borough.

16.08.030 Applications.

A person seeking a lease for borough owned tidelands (or submerged lands) shall file an application with the borough clerk’s office. A nonrefundable processing fee of \$100 shall be paid to the borough at the time of filing. Applications for tidelands leases shall be submitted to the Planning & Zoning and Port Commissions before being presented to the Borough Assembly for consideration.

Along with the application for lease of tidelands, a development plan must be submitted for review by the Planning & Zoning and Port Commissions.

(1) Development Plan. A development plan that includes and is consistent with plans required by other agencies involved in the development process. The development plan shall include:

- a. A description of the proposed use for the tidelands, submerged land, and adjacent uplands; and
- b. A description of the improvements that will be placed on the tidelands, submerged land, and adjacent uplands; and
- c. The dates by which construction will begin and will be completed; and
- d. The estimated cost of the improvements that will be placed on the tidelands, submerged lands, and adjacent uplands; and
- e. A description of the effects that the proposed use of the tidelands, submerged lands, and adjacent uplands will have on public streets, public facilities, public services, public utilities, traffic, and parking. The description shall include a plan for mitigating adverse effects on streets, public facilities, public services, public utilities, traffic congestion, and parking, and a plan for paying the costs thereof; and
- f. The names and addresses of the owners, officers, and proposed managers.

The development plan shall describe how the applicant will fulfill the terms of any permits or approvals required by the City & Borough of Wrangell. The applicant shall provide such additional information, including designs and specifications, as the Planning & Zoning and Port Commissions may request. The Planning & Zoning and Port Commissions may require the applicant to amend its development plan. All fees associated with the lease shall be paid by the applicant. Such fees include, but are not limited to an application fee, survey, assessment, public notices, and recording fees.

16.08.040 Appraisal – Required improvements.

A. No tidelands shall be leased, or a renewal lease issued therefore, unless the same has been appraised within six months prior to the date fixed for beginning of the term of the lease or renewal lease. No land shall be leased for an annual rent less than six percent of the appraised value of the land and any improvements thereon owned by the borough.

B. Upon the filing of an application for a lease of a parcel of classified tidelands and the deposit of the costs estimated by the borough clerk, the borough assessor shall cause the tract, and any improvements thereon owned by the borough, to be appraised at their fair market value. If the borough assessor is unable to provide an appraisal, the services of a professional appraiser licensed in the State of Alaska may be used. The appraisal shall be transmitted by the assessor or appraiser to the assembly which shall review the same and determine the appraised value of the tract and improvements thereon owned by the borough. Facilities for supplying utility services shall not be considered as such improvements. The assembly shall determine the annual rental as six percent of the appraised value and shall determine any limitations, reservations, requirements, or special conditions to be included in the lease.

C. Each lease shall contain a requirement that the lessee construct improvements suitable for the use of which the land is classified of a specified minimum value within two years from the date of the lease and that a Corps of Engineers permit shall be obtained prior to construction when required. Improvements in the limited context of the tidelands leasing provisions may include a parking lot with fill or surfacing, drainage, ingress and egress as the assembly shall require. The applicant shall be notified of the amount of the minimum annual rental and the value of the improvements required to be constructed thereon.

16.08.050 Fair rental value to be used for leases – Exceptions.

Except as otherwise stated in this chapter, no tidelands of the borough shall be leased for less than the fair rental value thereof. Notwithstanding the preceding provisions, the borough may lease tidelands for less than the fair rental value to any state or federal agency, nonprofit organization, or new industries, as defined in Alaska Statutes, Section 29.10.132, if such lease is determined by the borough assembly to be fair and proper and in the best interest of the public. The determination of the fair rental value of tidelands, as determined by the borough assembly, shall be conclusive in the absence of fraud.

16.08.060 Notice of Publication.

Once the Planning & Zoning and Port Commissions have both approved the application to go before the borough assembly, the borough clerk will cause a notice of tidelands lease application to be published for three consecutive weeks before final action of the borough assembly to approve or reject the tidelands lease. The publication shall be published in the newspaper at least two times, with the final publication at least one week prior to the final action on the application. The notice shall identify the applicant, the location of the proposed lease, and the proposed use. The notice shall state that anyone wishing to protest the lease must file a written protest with the borough clerk not later than a date identified in the notice. Such protest shall be in writing and shall state all reasons for the protest. Failure to timely protest as required by this subsection shall constitute a waiver of any right to lease or use the location and shall waive any right to contest the awarding of the lease. No sooner than one week after the date set for receipt of protests, the borough manager shall submit to the borough assembly, a report and recommendation on each protest timely received by the borough. No lease shall be approved by the assembly until the borough manager's report has been submitted to the assembly.

Additionally, the borough clerk shall mail notice to the owners, as shown on the borough tax rolls, of upland property within a radius of at least 1,200 feet of the shore-side boundary of the tidelands or submerged lands to be leased. Such notice will not be sent to the applicant if the applicant is the owner of some of the upland property.

16.08.070 Terms of leases – Renewal periods.

Leases under this chapter may be issued for a maximum initial period of twenty-one years, and may provide for not more than six, five-year renewal options. The assembly will approve or reject the negotiated lease. No rights to new leases or new use of tidelands or submerged lands may arise until the assembly approves a final written lease. Nothing in this chapter requires the borough assembly to accept any lease.

16.08.080 Leases to be by negotiation.

Leases may be negotiated by the borough manager or their designee with any person making application for the lease of tidelands, but no lease shall be consummated and executed until the borough assembly has satisfied itself that the lease of such property is in the long range interest of the borough, that such lease has been negotiated fairly and impartially and without favoritism and that the terms of the lease adequately protect the borough, including the receipt of an annual rental reflecting the true value of the premises leased.

16.08.090 Right of borough assembly to reject lease proposal.

The borough assembly shall be under no obligation to accept any lease proposal but shall evaluate all proposals under the criteria set forth in this chapter and accept or reject leases based on such evaluations.

16.08.100 Approval of leases.

All leases of borough-owned tidelands shall be submitted for the approval of the borough attorney as to legal sufficiency and to form and to the borough assembly for determination as to whether or not the lease should issue. The decision to lease property shall be made by motion duly passed in regular or special session of borough assembly. In determining whether or not a lease should issue, the borough assembly may consult with the planning and zoning authority of the borough as to the advisability of any particular lease.

16.08.110 Payment of annual rentals.

Annual rental in amounts up to and including two hundred fifty dollars shall be paid on an annual basis. Annual rentals in amounts exceeding two hundred fifty dollars shall be paid in annual, quarterly, or monthly installments as provided for in the lease. All rentals shall be paid in advance.

16.08.120 Adjustment of annual rental.

All leases shall stipulate that the annual rental payment shall be subject to adjustment on the fifth anniversary of the date of the lease and each fifth anniversary date thereafter. All adjusted rates shall be computed at six percent of the fair market value of the land and improvements owned by the borough and leased thereunder. Such value shall be determined by an appraisal made by the borough assessor, or private appraiser, and determined by the assembly as provided in WMC 16.08.040.

16.08.130 Utilization of leased property.

Leases shall be utilized solely for the purposes within the scope of the lease. Development for other use without the express consent of the borough assembly shall constitute a violation of the lease. The borough assembly may require a development plan to be submitted and followed by the lessee. Failure to develop the land consistent with the development plan constitutes grounds for cancellation of the lease at the option of the borough assembly.

16.08.140 Subleasing and assignment of leases.

No lessee of city tidelands shall sublease or assign their lease or any interest therein without the prior written consent of the borough assembly. Consent to sublease or assign shall not be unreasonably withheld, but shall be

granted in all cases, where the borough assembly finds that the assignment or sublease will not be detrimental to the interest of the borough in the development of borough tidelands.

16.08.150 Modification of leases.

No lease under this chapter may be modified orally or in any manner other than by a lease amendment approved by the borough assembly and signed by all parties thereto or their respective successors in interest.

16.08.160 Cancellation or forfeiture of leases—Generally.

- A. Leases in good standing may be canceled in whole or in part at any time upon written agreement between the lessee and the borough.
- B. If the lease should be terminated because of any breach by the lessee, as provided in this chapter, the annual rental payment last made by the lessee shall be forfeited and retained by the lessor.
- C. A lease may be canceled if the leased premises are used for any unlawful purpose.
- D. If the lessee shall be in default in the performance, observance, or conditions of any of the lease terms, covenants, or stipulations thereto, or of valid regulations enforced, the borough manager may immediately take appropriate action, including but not limited to cancellation of the lease. No improvements may be removed during any time the lessee is in default.

16.08.170 Preference rights to release

A lessee under this chapter, under an existing lease, shall upon expiration of the lease be allowed a preference right to release those lands previously leased by them, if all of the factors are substantially equivalent, unless it shall be determined by the borough that the renewal of such lease is not in the best interest of the borough.

16.08.180 Removal or reversion of improvements upon termination of lease.

Improvements owned by a lessee on borough tidelands shall be removed by him or her within sixty days after termination of the lease for any cause; provided, that such removal will not cause injury or damage to the land; and that the borough manager may extend the time for removing such improvements in cases where hardship is shown. The retiring lessee may, with the consent of the borough manager, sell their improvement to the succeeding lessee.

16.08.190 Giving of notices and demands.

Any notice or demand which must be given under the terms of a lease under this chapter may be given, in writing, by registered or certified mail addressed to the other party at the address shown on the lease. Notice shall be deemed given when deposited in the United States postal receptacle.

16.08.200 Compliance with regulations.

The lessee shall comply with all regulations or ordinances which any proper public authority shall promulgate for the promotion of sanitation and fire protection and shall comply with all building and zoning codes. The lessee's premises shall be opened for inspection by authorized representatives of the borough at all reasonable times.

14.04.250 Reservation of rights-of-way.

The borough expressly reserves the right to grant easements or rights-of-way across leased land if it is determined in the best interest of the borough to do so. The lessee whose land such easements cross shall be entitled to damages for all improvements destroyed or damaged.

SEC. 3. Classification. This ordinance is of a permanent nature and shall be codified in the Wrangell Municipal Code.

SEC. 4. Effective Date. This ordinance shall be effective upon adoption.

PASSED IN FIRST READING: _____, 2021

PASSED IN SECOND READING: _____, 2021

Stephen Prysunka, Mayor

ATTEST: _____
Kim Lane, Borough Clerk

PROPOSED ORDINANCE

Chapter 16.08
TIDELAND LEASES¹

Sections:

- 16.08.010 Availability of lands for lease.
- 16.08.020 Application.
- 16.08.030 Costs of transaction – Deposits.
- 16.08.040 Unauthorized use of lands deemed trespass.
- 16.08.050 Classification and land use plan.
- 16.08.060 Lease to governmental agencies.
- 16.08.070 Classification changes – Renewal lease.
- 16.08.080 Examination of development plans and lease applications for lease.
- 16.08.090 Term of lease.
- 16.08.100 Appraisal – Required improvements.
- 16.08.110 Payment of annual rentals.
- 16.08.120 Leasing procedure – Auction – Payments.
- 16.08.130 Public notice.
- 16.08.140 Auction – Receipt of bid.
- 16.08.150 Auction – High bidder other than applicant.
- 16.08.160 Auction – Appeals.
- 16.08.170 Completion of bid.
- 16.08.180 Issuance of lease.
- 16.08.190 Limitations and conditions of lease.
- 16.08.200 Proper location of improvements on leased land.
- 16.08.210 Utilization in compliance with lease and regulations.
- 16.08.220 Rental adjustments.
- 16.08.230 Subleasing.
- 16.08.240 Assignment.
- 16.08.250 Modification – Extension of term.
- 16.08.260 Cancellation – Forfeiture.
- 16.08.270 Notice or demand – Method of giving.
- 16.08.280 Notices to mortgagee or lienholder.
- 16.08.290 Entry and reentry by lessor.
- 16.08.300 Re-lease or other disposition.
- 16.08.310 Forfeit of rental upon termination.
- 16.08.320 Nonwaiver of terms or conditions upon certain actions.
- 16.08.330 Expiration of lease – Surrender of lands.
- 16.08.340 Expiration of lease – Renewals.
- 16.08.350 Expiration or termination of lease – Removal or reversion of improvements.
- 16.08.360 Sanitary maintenance required.
- 16.08.370 Compliance with building and zoning regulations required.
- 16.08.380 Fire protection.
- 16.08.390 Right of entry for inspection.
- 16.08.400 Use of minerals and resources on leased lands.
- 16.08.410 Protection of public interest.
- 16.08.420 Permits for five years or less.
- 16.08.430 Sale of tide and submerged lands.

16.08.010 Availability of lands for lease.

All tide and submerged land within the limits of the borough to which the borough holds title and which the borough assembly has classified for leasing may be leased for surface use only as provided in this chapter. [Ord. 245 § 5, 1969; prior code § 45.40.010.]

16.08.020 Application.

A. All applications for lease of tidelands shall be filed with the borough clerk on forms provided by him and available at the municipal building. Only forms completed in full and accompanied by a \$10.00 filing fee will be accepted for filing. Filing fees are not refundable.

B. With every application the applicant shall submit a development plan showing and stating the following:

1. The purpose of the proposed lease;
2. The use, value and nature of improvements to be constructed;
3. The type of construction;
4. Date construction is estimated to commence and be completed;
5. Whether the intended use complies with the zoning ordinance and comprehensive plan of the borough. [Ord. 245 § 5, 1969; prior code § 45.40.020.]

16.08.030 Costs of transaction – Deposits.

A. All applications filed with the borough clerk will be forwarded to the borough engineer or other designated official to determine his estimate of costs required to handle the application, including but not limited to one or more of the following: survey, appraisal, and advertising of the proposed lease of the area under application.

B. Upon determination of the estimated costs, the official shall notify the applicant in writing of such costs and a deposit thereof must be made within 30 calendar days after notice is made. Failure of applicant to pay the deposit shall result in the application being cancelled. If the applicant does not accept a lease within 30 calendar days after it is offered to the applicant, all deposit money spent or encumbered for survey, appraisal or advertising shall be forfeited, and the balance, if any, shall be returned to the applicant.

C. If the land applied for upon which deposit for costs is made is leased to another, the latter shall be required to pay actual costs of survey, appraisal and advertising, and the original deposit shall be returned to the depositor.

D. The lessee shall be required to pay any excess of costs over deposits and, where the deposit exceeds actual costs, the excess shall be credited to present or future rents under the lease.

E. All survey, appraisal and advertising shall be performed only under the control of the borough, and any such work done without such control will not be accepted by the borough. [Ord. 245 § 5, 1969; prior code § 45.40.030.]

16.08.040 Unauthorized use of lands deemed trespass.

The filing of an application for a lease shall give the applicant no right to a lease or to the use of the land applied for. Any use not authorized by a lease shall constitute a trespass against the borough. [Ord. 245 § 5, 1969; prior code § 45.40.040.]

16.08.050 Classification and land use plan.

Before accepting applications to lease tidelands the area involved shall have first been classified for leasing and for particular land uses and a land use plan of the area prepared and publicly posted in the office of the borough clerk for a period of not less than 10 calendar days. The land use plan shall be prepared and approved by the assembly prior to posting. No lease shall be granted except for the particular use for which the tract is classified. [Ord. 245 § 5, 1969; prior code § 45.40.050.]

16.08.060 Lease to governmental agencies.

The lease of any borough tidelands may be made to any state or federal agency or political subdivision of the state for less than the appraised value, and for a consideration to be determined by the assembly to be in the best interests of the borough. [Ord. 245 § 5, 1969; prior code § 45.40.060.]

16.08.070 Classification changes – Renewal lease.

The classification of a tract of leased land may be changed only by the assembly on application of the lessee. No renewal lease may be issued until the proposed renewal has been reviewed and approved by the assembly. [Ord. 245 § 5, 1969; prior code § 45.40.070.]

16.08.080 Examination of development plans and lease applications for lease.

A. Upon receipt of a private or public tidelands lease application or a development plan under WMC 16.04.070, the borough clerk shall transmit same directly to the port commission and the planning and zoning commission for preliminary examination, compliance with applicable codes, compatibility with existing and prospective uses, feasibility of the project and any other feature or aspect which the port commission and the planning and zoning commission in their independent discretion wish to undertake. The commissions' jurisdiction shall be limited to the power of investigations, findings of fact on the subject matter, and the submission of recommendations to the assembly. The commissions' findings and recommendations need not be submitted in formal form, but their reports shall be prepared and submitted within one month following submission of the tidelands lease application or development plan to them.

B. The assembly may, at any stage of the proceedings, refer the tidelands lease application to the port commission and/or planning and zoning commission for preliminary examination and/or further recommendations in the manner of the preceding paragraph. Neither the assembly nor the applicant are bound by the port commission's or the planning and zoning commission's findings of fact and recommendations to the assembly. [Ord. 656 § 6, 1999; Ord. 406 § 4, 1980; Ord. 361 § 5, 1977; prior code § 45.40.075.]

16.08.090 Term of lease.

Leases may be issued for a term of not less than five nor more than 50 years. The applicant shall state in his application the term desired. In determining whether to grant a lease for the requested term, the assembly shall consider the nature, extent and cost of the improvements which the applicant agrees, as a condition of the lease, to construct thereon, the value of the applicant's proposed use to the economy of the borough, and other relevant factors. [Ord. 245 § 5, 1969; prior code § 45.40.080.]

16.08.100 Appraisal – Required improvements

A. No tidelands shall be leased, or a renewal lease issued therefor, unless the same has been appraised within six months prior to the date fixed for beginning of the term of the lease or renewal lease. No land shall be leased for an annual rent less than six percent of the appraised value of the land and any improvements thereon owned by the borough.

B. Upon the filing of an application for a lease of a parcel of classified tidelands and the deposit of the costs estimated by the borough clerk and borough assessor shall cause the tract, and any improvements thereon owned by the borough, to be appraised at their fair market value. The appraisal shall be transmitted by the assessor to the assembly which shall review the same and determine the appraised value of the tract and improvements thereon owned by the borough. Facilities for supplying utility services shall not be considered as such improvements. The assembly shall determine the annual rental as six percent of the appraised value and shall determine any limitations, reservations, requirements or special conditions to be included in the lease.

C. Each lease shall contain a requirement that the lessee construct improvements suitable for the use of which the land is classified of a specified minimum value within two years from the date of the lease and that a Corps of Engineers permit shall be obtained prior to construction when required. Improvements in the limited context of the tidelands leasing provisions may include a parking lot with fill or surfacing, drainage, ingress and egress as the assembly shall require. The applicant shall be notified of the amount of the minimum annual rental and the value of the improvements required to be constructed thereon. [Ord. 361 § 5, 1977; prior code § 45.40.090.]

16.08.110 Payment of annual rentals.

Unless the lease specifies otherwise, annual rentals of \$250.00 and less shall be paid annually, in advance; rentals of an amount between \$251.00 and \$500.00 shall be paid in two equal installments every six months; annual rentals of an amount between \$501.00 and \$1,000 shall be paid in advance every calendar quarter; and annual rentals exceeding \$1,000 shall be paid in advance each calendar month. [Ord. 245 § 5, 1969; prior code § 45.40.100.]

16.08.120 Leasing procedure – Auction – Payments.

A. Leases of land with an initial annual minimum rental of less than \$100.00 shall be issued by the borough clerk after being so instructed by the assembly and without the necessity of a public auction.

B. All leases having a computed annual minimum rental of more than \$100.00 shall be offered at public auction.

C. All public auctions of tidelands in the borough shall be held in the assembly chambers, municipal building, by the mayor or, in his absence, the borough clerk. At the completion of the auction of each tract of land, said official shall indicate the apparent high bidder. The apparent high bidder shall thereupon deposit with the official the portion of the annual rental then due together with the unpaid costs of survey, appraisal and advertising.

D. All payments must be made in cash, money order, check or cashier's check, or any combination thereof within one hour. [Ord. 245 § 5, 1969; prior code § 45.40.110.]

16.08.130 Public notice.

Public notice of lease of land is required to be given under the provisions of this chapter. Thirty days' notice shall be given by publishing notice thereof in a newspaper of general circulation published in the borough once a week for three weeks prior to final action of public auction. The notice must contain a brief description of the land, its area and general location, proposed use, term, computed annual minimum rental, limitations, any and time and place set for the lease auction, if auction is required, together with the name or names of the record owner or owners of the adjacent upland. [Ord. 245 § 5, 1969; prior code § 45.40.120.]

16.08.140 Auction – Receipt of bid.

Upon deposit of the required sum by the apparent high bidder, the official conducting the auction shall thereupon issue to the successful bidder a receipt for the required sum. [Ord. 245 § 5, 1969; prior code § 45.40.130.]

16.08.150 Auction – High bidder other than applicant.

Where the apparent high bidder is not the same as the person who filed the original application, then the high bidder will be required to submit all information as submitted by all other applicants pursuant to this chapter. The apparent high bid, complete with application and other required information, shall be submitted to the assembly for acceptance or rejection of the lease. The assembly, at any stage of the proceeding, may refer the tidelands application to the planning and zoning commission pursuant to WMC 16.08.080. [Ord. 361 § 5, 1977; prior code § 45.40.135.]

16.08.160 Auction – Appeals.

An aggrieved bidder may appeal the determination of the apparent high bidder to the assembly within five days (excluding Saturday and Sunday) following such determination. Such appeals must be in writing and contain a short statement of the grounds for appeal and a rule thereon. The assembly's decision shall be final, but without prejudice to any other right or rights the aggrieved bidder may have. [Ord. 245 § 5, 1969; prior code § 45.40.140.]

16.08.170 Completion of bid.

Following the appeal period or the assembly's ruling, the borough clerk shall notify the successful bidder that the borough is prepared to issue an appropriate lease. The bidder shall be given 15 calendar days from date of mailing the notice in which to remit to the borough clerk any bid balance or any other sums that may be due and sign the lease. Failure to do so shall result in forfeiture of any and all rights previously acquired in the proposed lease and, in addition, any moneys paid or deposited with the borough shall be forfeited. [Ord. 245 § 5, 1969; prior code § 45.40.150.]

16.08.180 Issuance of lease.

After expiration of the five-day appeal period, or after the ruling on the appeal to the assembly, the borough clerk shall execute a lease containing such terms as the assembly by its determination shall establish. [Ord. 245 § 5, 1969; prior code § 45.40.160.]

16.08.190 Limitations and conditions of lease.

All leases shall be issued on standard forms approved by the assembly, but shall contain such limitations, reservations, requirements or special conditions as the assembly has determined, including requirements for

Prior Ordinance

improvements of a specified value to be constructed or located on the land within two years from the date of the lease. [Ord. 361 § 5, 1977; prior code § 45.40.170.]

16.08.200 Proper location of improvements on leased land.

It shall be the responsibility of the lessee to properly locate his improvements on the leased land within the one-year period. It is unlawful to encroach on other lands of the borough or on lands owned or leased by another, and violation shall constitute a misdemeanor. [Ord. 245 § 5, 1969; prior code § 45.40.180.]

16.08.210 Utilization in compliance with lease and regulations.

Leased tidelands shall be utilized for purposes within the scope of the land use classification, the terms of the lease, and in conformity with the ordinances of the borough, including any zoning ordinance. Utilization or development for other than the allowed uses shall constitute a violation of the lease and subject the lease to cancellation at any time. The terms of this chapter are made a part of all leases and any violation thereof shall be grounds for cancellation of any leases. [Ord. 245 § 5, 1969; prior code § 45.40.190.]

16.08.220 Rental adjustments.

The annual rental payable pursuant to any lease issued under the provisions of this chapter shall be subject to adjustment by the assembly on the fifth anniversary of the date of the lease and each anniversary date thereafter which is divisible by the number five. All adjusted rates shall be computed at six percent on the fair market value of the land and improvements owned by the borough and leased thereunder. Such value shall be determined by an appraisal made by the borough assessor and reviewed and determined by the assembly as provided in WMC 16.08.100. [Ord. 245 § 5, 1969; prior code § 45.40.200.]

16.08.230 Subleasing.

Any lessee may sublease lands or any part thereof leased to him under this chapter; provided, that the proposed lessee first obtains the approval of the borough assembly to such sublease. Subleases shall be in writing and be subject to the terms and conditions of the original lease. A copy of the sublease shall be filed with the borough clerk. [Ord. 245 § 5, 1969; prior code § 45.40.210.]

16.08.240 Assignment.

Any lessee may assign the lease; provided, that the proposed assignment shall be first approved by the assembly. The assignee shall be subject to all of the provisions of the lease and the assignor shall not be relieved of his obligations thereunder. [Ord. 361 § 5, 1977; prior code § 45.40.220.]

16.08.250 Modification – Extension of term.

A. No lease may be modified orally in any manner other than by an agreement in writing signed by all parties in interest or their successors in interest.

B. In the event any lessee requires an extension of lease term by reason of the requirements of any mortgagee or lending institution, or the requirements of any government regulatory agency or government agencies insuring or in any way guaranteeing improvements or purchase loans, upon application to the assembly and a showing of good cause, the assembly shall liberally grant extensions of lease terms by modification of existing leases. [Ord. 245 § 5, 1969; prior code § 45.40.230.]

16.08.260 Cancellation – Forfeiture.

A. Leases in good standing may be cancelled in whole or in part at any time upon mutual written agreement by the lessee and the assembly.

B. Any lease of lands used for an unlawful purpose may be terminated by the assembly.

C. If the lessee defaults in the performance or observance of any of the lease terms, covenants, or stipulations, or the terms of this chapter or any of the ordinances of the borough, and the default continues for 30 calendar days after service of written notice by the borough on the lessee without remedy by the lessee of the default, the borough assembly shall take such action as is necessary to protect the rights and best interests of the borough, including the exercise of any or all rights after default permitted by the lease. No improvements may be removed by the lessee or any other person during any time the lessee is in default. [Ord. 245 § 5, 1969; prior code § 45.40.240.]

16.08.270 Notice or demand – Method of giving.

A. Any notice or demand which, under the terms of a lease or under any statute must be given or made by the parties thereto, shall be in writing, and be given or made by registered or certified mail, addressed to the other party at the address of record. However, either party may designate in writing such new or other address to which such notice or demand shall thereafter be so given, made or mailed.

B. A notice given under this chapter shall be deemed delivered when deposited in a United States general or branch post office enclosed in a registered or certified mail prepaid wrapper or envelope addressed as provided in this section. [Ord. 245 § 5, 1969; prior code § 45.40.250.]

16.08.280 Notices to mortgagee or lienholder.

In the event of cancellation or forfeiture of a lease for cause, the holder of a properly recorded mortgage of the improvements on the land and every sublease thereof shall be given a duplicate copy of any notice of default in the same manner as notice is given the lessee, provided such mortgagee or sublessee has given the borough clerk notice of such mortgage or sublease. [Ord. 245 § 5, 1969; prior code § 45.40.260.]

16.08.290 Entry and reentry by lessor.

In the event the lease is terminated, or in the event that the demised lands or any part thereof are abandoned by the lessee during the term, the lessor or its agents, servants, or representative may, immediately or any time thereafter, reenter and resume possession of the lands or such part thereof and remove all persons and property therefrom either by summary proceedings or by a suitable action or proceeding at law without being liable for any damages therefor. No reentry by the lessor shall be deemed an acceptance of a surrender of the lease. [Ord. 245 § 5, 1969; prior code § 45.40.270.]

16.08.300 Re-lease or other disposition.

In the event that a lease is terminated the borough assembly may offer the lands for lease or other appropriate disposal pursuant to the provisions of this chapter. [Ord. 245 § 5, 1969; prior code § 45.40.280.]

16.08.310 Forfeit of rental upon termination.

In the event that the lease should be terminated because of any breach by the lessee, as provided in this chapter, the annual rental payment last made by the lessee shall be forfeited and retained by the lessor. [Ord. 245 § 5, 1969; prior code § 45.40.290.]

16.08.320 Nonwaiver of terms or conditions upon certain actions.

The receipt of rent by the lessor with knowledge of any breach of the lease by the lessee or of any default on the part of the lessee in observance or performance of any of the conditions or covenants of the lease shall not be deemed to be a waiver of any provision of the lease. No failure on the part of the lessor to enforce any covenant or provision therein contained, nor any waiver of any right thereunder by the lessor unless in writing, shall discharge or invalidate such covenants or provision or affect the right of the lessor to enforce the same in the event of any subsequent breach or default. The receipt, by the lessor, of any other sum of money after the termination, in any manner, of the term demised, or after the giving by the lessor of any notice thereunder to effect such termination, shall not reinstate, continue or extend the resultant term therein demised, or destroy or in any manner impair the efficacy of any such notice or termination as may have been given thereunder by the lessor to the lessee prior to the receipt of any such sum of money or other consideration, unless so agreed to in writing and signed by the lessor. [Ord. 245 § 5, 1969; prior code § 45.40.300.]

16.08.330 Expiration of lease – Surrender of lands.

Unless the lease is renewed or sooner terminated as provided in this chapter, the lessee shall peaceably and quietly leave, surrender and yield up unto the lessor all of the leased land on the last day of the term of the lease. [Ord. 245 § 5, 1969; prior code § 45.40.310.]

16.08.340 Expiration of lease – Renewals.

A. Upon the expiration of the term of any lease, or the cancellation of a lease by mutual consent of all parties thereto, the assembly may grant a new lease to the lessee or his assignee who owns valuable improvements thereon, without offering the lease at auction, provided:

1. The lessee or his assignee makes written application therefor at least 60 days prior to such termination.

2. The lessee is not in default under the lease.
3. The use to which the land is to be put is compatible with the current use classification and zoning provisions of the borough ordinances on that subject.
4. Mutually agreeable terms are negotiated by the assembly and the prospective lessee.

B. Such lease shall be for an annual rental equal to the percent of the appraised value of the land which is then being charged for new leases and shall be subject to adjustment on every fifth anniversary. [Ord. 245 § 5, 1969; prior code § 45.40.320.]

16.08.350 Expiration or termination of lease – Removal or reversion of improvements.

A. Improvements owned by a lessee may, within 60 calendar days after the termination of the lease, be removed by him; provided, that the borough assembly may extend the time for removing such improvements in cases where hardship is proven. All periods of time granted the lessees to remove improvements are subject to lessees paying to the borough pro rata lease rentals for said periods.

B. If any improvements and/or chattels are not removed within the time allowed, such improvements and/or chattels shall revert to, and absolute title shall vest in, the borough. [Ord. 245 § 5, 1969; prior code § 45.40.330.]

16.08.360 Sanitary maintenance required.

The lessee shall comply with all ordinances of the borough which are promulgated for the promotion of sanitation. The premises of the lease shall be kept in a neat, clean and sanitary condition and every effort shall be made to prevent the pollution of waters. [Ord. 245 § 5, 1969; prior code § 45.40.340.]

16.08.370 Compliance with building and zoning regulations required.

Leased lands shall be utilized only in accordance with the building and zoning ordinances and rules and regulations thereunder. Failure to do so shall constitute a violation of the lease. [Ord. 245 § 5, 1969; prior code § 45.40.350.]

16.08.380 Fire protection.

The lessee will take all reasonable precaution to comply with all laws, regulations and rules promulgated by the borough for fire protection within the area where the leased premises are located. [Ord. 245 § 5, 1969; prior code § 45.40.360.]

16.08.390 Right of entry for inspection.

The lessee shall allow an authorized representative of the borough to enter the leased land at any reasonable time for the purposes of inspecting the land and improvements thereon. [Ord. 245 § 5, 1969; prior code § 45.40.370.]

16.08.400 Use of minerals and resources on leased lands.

All coal, oil, gas and other minerals and all deposits of stone, earth or gravel valuable for extraction or utilization are reserved by lessor and shall not be removed from the land. The lessee shall not sell or remove for use elsewhere any timber, stone, gravel, peat moss, topsoil, or any other material valuable for building or commercial purposes; provided, however, that material required for the development of the leasehold may be used, if its use is first approved by the borough assembly. [Ord. 245 § 5, 1969; prior code § 45.40.380.]

16.08.410 Protection of public interest.

The lease shall contain such restrictions and reservations as are necessary to protect the public interest. [Ord. 245 § 5, 1969; prior code § 45.40.390.]

16.08.420 Permits for five years or less.

The assembly may authorize the borough clerk to grant permits to applicants and to use such applicant's permits for the use of tide and/or submerged lands for a period to not exceed five years, without appraisal of the value of the land or public auction of the permit, for any purpose compatible with the land use classification of such lands and on such terms for such rental as the assembly shall determine. The provisions of WMC 16.08.010 through 16.08.070, 16.08.190 through 16.08.210, 16.08.230 through 16.08.330, and 16.08.350 through 16.08.410, pertaining to leases, shall, insofar as practical, apply and be a part of every such permit. Such permit may, however, be granted for the

purpose of removing earth, stone or gravel from such lands, in which event the rental may be on a yardage basis and WMC 16.08.400 shall not apply. [Ord. 245 § 5, 1969; prior code § 45.40.410.]

16.08.430 Sale of tide and submerged lands.

A. When it is in the public interest, the assembly may by resolution authorize the sale of small tracts of tidelands and submerged lands; provided, that no such tract shall be greater in area than 400 square feet, such tract is unsuitable for use as a public use area, and such tract cannot be leased.

B. All sales of tidelands and submerged lands shall be public sales and shall be governed by the provisions of this chapter, insofar as may be applicable.

C. The assessed value of the property shall be stated in the notice required by WMC 16.08.130 instead of the annual minimum rental. All sales shall be made for cash and the successful bidder must make payment in full at the time of the sale.

D. The assembly may provide additional requirements not inconsistent with this chapter in the resolution authorizing such sale.

E. Anything in this chapter to the contrary notwithstanding, all such sales shall be subject to Charter provisions. [Ord. 245 § 5, 1969; prior code § 45.40.400.]

¹ For statutory provisions on borough tideland leases, see AS 38.05.820(b)(7).

Prior Ordinance

**CITY & BOROUGH OF WRANGELL, ALASKA
BOROUGH ASSEMBLY AGENDA STATEMENT**

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	March 9, 2021
	<u>Agenda Section</u>	13

Approval to extend the Professional Services Agreement for Municipal Legal Services between Levesque Law Group, LLC and the City & Borough of Wrangell

SUBMITTED BY:

And Lisa Von Bargaen, Borough Manager

FISCAL NOTE:

Expenditure Required: \$XXX Total		
FY 20: \$	FY 21: \$	FY22: \$
Amount Budgeted:		
	FY20 \$XXX	
Account Number(s):		
	XXXXX XXX XXXX	
Account Name(s):		
	Enter Text Here	
Unencumbered Balance(s) (prior to expenditure):		
	\$XXX	

Reviews/Approvals/Recommendations

<input type="checkbox"/>	Commission, Board or Committee
Name(s)	
Name(s)	
<input type="checkbox"/>	Attorney
<input type="checkbox"/>	Insurance

ATTACHMENTS: 1) Existing Agreement; 2) January 2021 Fee Reduction Email

RECOMMENDATION MOTION:
Move to approve to extension of the Professional Services Agreement for Municipal Legal Services between Levesque Law Group, LLC and the City & Borough of Wrangell.

SUMMARY STATEMENT:
The Borough entered into an agreement for legal services with Levesque Law Group on March 1, 2019. The agreement was good for one year. Section 6 (A) in the PSA reads “The Agreement may

be extended for two (2) additional one-year extensions. This would be the second of the two extensions and would extend the PSA through March 1, 2022 – at which time a new Agreement would need to be negotiated.

In January of this year Joe Levesque sent an email to the Manager (following a phone conversation) that the firm felt like they needed to be a partner with the Borough in addressing the Borough's fiscal situation. To that end, Levesque Law Group has agreed to waive attorney fees for a specific case that happens to be on tonight's agenda. So far that equals just over \$4,500 in savings to the Borough. Additionally, the firm has reduced the hourly rate for any training from the attorney's rate to the rate of the law clerk. Joe has also committed to reviewing legal matters so they can be addressed in the most cost effective manner. A copy of the current rate sheet is attached at the end of the PSA. They do not plan on increasing current rates. They have also said the fee schedule is open to negotiation.

Levesque Law Group desires to extend the Agreement.

Borough Administration is recommending the extension of the Agreement. Levesque Law Group has proven itself to be accessible seven days a week when necessary and is extremely responsive to our timelines, even those that are unanticipated, nearly immediate turn-arounds.

There is no fiscal note because the legal budget varies considerably based on many different factors. In FY21 the legal budget in the General Fund is \$95,000. General Fund legal expenditures through February equal \$66,363. This does not include Harbor or COVID-19 legal expenditures.

CITY AND BOROUGH OF WRANGELL, ALASKA
Professional Services Agreement for Municipal Legal Services

In consideration of the mutual promises herein, the CITY AND BOROUGH OF WRANGELL (“Borough”) and the law offices of LEVESQUE LAW GROUP, LLC (“Firm” or “Borough Attorney”) agree as follows:

- A. Part I, consisting of 14 sections of Special Provisions;
- B. Part II, consisting of 11 sections of General Provisions.

Part I
Special Provisions

Section 1. Definitions.

In this Agreement:

- A. “Mayor” means the Mayor of the City and Borough of Wrangell.
- B. “Manager” means the Manager of the City and Borough of Wrangell.
- C. “Borough” means the City and Borough of Wrangell.
- D. “Assembly” means the City and Borough of Wrangell Assembly.

Section 2. Scope of Services.

- A. The Borough Attorney shall act as legal advisor to the Borough Assembly, administration, and other officials of the Borough to include without limitation the following:
 - (1) To duly advise the Assembly, administration, and other officials at meetings of the Assembly and at other functions as may be designated;
 - (2) To draft opinion letters regarding, among other subjects, the interpretation of the Borough codes, state and federal laws, and policies;
 - (3) To draft municipal ordinances involving all municipal matters;
 - (4) To review and provide opinions on codes, contracts, resolutions, and other written instructions which are submitted to the Firm by the Borough;
 - (5) To call attention of the Assembly and/or Manager, as may be appropriate, to changes or developments in legal matters that affect the Borough; and
 - (6) To perform other such duties as may be prescribed for the Borough Attorney by ordinance or by direction of the Assembly and/or Manager;
 - (7) To assist with negotiations on the Borough’s behalf and address other legal matters as they may arise.

- B. The Borough Attorney shall represent the Borough as attorney in civil and criminal proceedings affecting the Borough; however, the Borough Assembly may hire independent counsel when in its judgment independent counsel is needed. The attorney will represent the Borough in litigation involving prosecution of municipal code violations when needed. The Borough Attorney must at all times be qualified to represent the Borough in all State of Alaska Courts, U.S. District Court, and before the Ninth Circuit Court of Appeals.
- C. The Borough Attorney must work effectively with the Borough Assembly, administration, boards and commissions, and also with other public agencies with which the Borough has legal relations.
- D. The Borough Attorney must be experienced and proficient in legal matters affecting the Borough, to include without limitation, federal and state constitutional law, federal and state non-constitutional law, Alaska Statutes, specifically Title 29, and Borough Charter and Code.
- E. All representation of the Borough shall continue until the matters or cases assigned are either closed out by mutual consent or are recalled by the Borough Assembly.
- F. The Firm shall not engage any consultant, expert, or service without the prior approval of the Manager or Assembly.
- H. The Firm shall:
 - (1) Provide the Borough with copies of any significant pleading and/or correspondence prior to filing/sending them.
 - (2) Obtain the Borough Manager's approval of all expenses exceeding \$2,000.

Section 3. Access to Municipal Personnel.

The Manager shall secure the cooperation of the Borough personnel as necessary to assist the Firm's performance hereunder.

Section 4. Contract Manager.

The Borough shall:

- A. Receive all information and notices the Firm is required to communicate to the Borough pursuant to this Agreement.
- B. The Manager shall administer this Professional Services Agreement on behalf of the Borough.

Section 5. Term.

- A. For purposes of case assignments, this Agreement becomes effective when signed on behalf of the Borough, as of March 1, 2019, and shall continue for one (1) year from date executed. The Agreement may be extended for two (2) additional one-

year extensions at the Borough's option. This agreement may be terminated by the Borough at any time with or without cause.

- B. For purpose of assigned case completion this Agreement may be extended upon mutual consent.

Section 6. Compensation

- A. The Firm shall be compensated the flat monthly retainer rate for the first fifteen hours and then at the hourly rates enumerated in Attachment A. The Borough Attorney's fee schedule is to remain fixed for one (1) year from date executed. The Agreement may be extended for two (2) additional one-year extensions. If the Assembly opts to extend the Agreement, the fee schedule may be negotiated. The Firm will also be reimbursed for other appropriate costs incurred to perform under this Agreement.
- B. The Firm shall be entitled to no compensation under this Agreement beyond the scope of the Borough's express obligations under subsection A. The Borough understands that instances may arise that require additional services. During these times the Firm will give the Assembly an estimate of services requested and will return to the Assembly prior to exceeding the estimate.
- C. As a condition of payment, the Firm shall have paid all municipal taxes currently due and owing by the Firm.

Section 7. Payment and Reporting.

- A. The Firm shall submit itemized monthly billings to the Borough Manager for payment of all fees and costs for which the Firm seeks reimbursement under Section 6. Said monthly billings shall identify the subject of the work performed and the time, to the nearest one-tenth of an hour, spent on each subject. Costs shall be itemized and described separately on each monthly invoice.
- B. Upon approved billing, payment will be remitted to the Firm within 30 days.

Section 8. Termination of the Firm's Services

The Firm's services under Section 2 may be terminated:

- A. For convenience by the Borough Assembly.
- B. By mutual consent of the parties.
- C. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to cure the default within fifteen (15) days after receiving the notice.

Section 9. Duties Upon Termination.

- A. If the Firm's services are terminated for the convenience of the Borough or by mutual consent of the parties, the Firm will be paid as provided for under Section 6. Total compensation will not exceed the amount stated in Section 6. All finished and unfinished documents, work product, and materials prepared by the Firm remain the property of the Borough.
- B. If the Firm's services are terminated for cause, the Borough shall pay the Firm the reasonable value of the services satisfactorily rendered prior to termination, less any damages suffered by the Borough because of the Firm's failure to perform satisfactorily. The reasonable value of the services rendered shall not exceed the contract rate for such services. Any finished or unfinished documents, work product, or materials prepared by the Firm under this Agreement shall become the property of the Borough.
- C. The Firm shall not be entitled to any compensation under this Section until the Firm has delivered to the Borough Manager all documents, records, work product, and materials relating to this Agreement.
- D. If the Firm's services are terminated, for whatever reason, the Firm shall not claim any compensation under this Agreement, other than that allowed under this Section.
- E. Except as provided in this Section, termination of the Firm's services under Section 8 does not affect any other right or obligation of a party under this Agreement.

Section 10. Case Management.

- A. Execution of the Agreement by the Borough shall act as full authority for the Firm to proceed with the representation of the Borough as provided hereunder, beginning March 1, 2019.
- B. The Borough will have complete and total access to all material, information and files worked on by the Firm pursuant to this Agreement.
- C. Copies of all legal opinions shall be provided to the Borough Clerk's office.

Section 11. Assignments.

Unless otherwise allowed by the Manager or as directed by the Borough Assembly, any assignment by the Firm of its interest in any part of this Agreement or any delegation of duties under this Agreement shall be void, and any attempt by the Firm to assign any part of its interest or delegate duties under this Agreement shall give the Borough the right to immediately terminate this Agreement without any liability for work performed.

Section 12. Ownership; Publication, Reproduction and Use of Material.

- A. The Firm agrees to discuss matters and reveal documents relating to this Agreement only with the Borough Assembly, Manager, Borough Clerk, or any person authorized by the aforementioned, and as required by court order.
- B. Except as otherwise provided herein, all data, documents, work product, research, reports, and materials produced by the Firm under this Agreement shall be the property of the Borough, which shall retain exclusive right to publish, disclose, distribute, copy, and otherwise use, in whole or in part, any such data, documents, research, reports, or other materials.

Section 13. Notices.

Any notice required pertaining to the subject matter of this Agreement shall be either personally delivered or mailed by prepaid first class registered or certified mail, return receipt requested, and by electronic mail, to the following addresses:

Borough: City and Borough of Wrangell
 Attention: Borough Manager's Office
 P.O. Box 531
 Wrangell AK 99929
 Email: lvonbargen@wrangell.com

Firm: LEVESQUE LAW GROUP, LLC
 Attention: Joseph N. Levesque
 3380 C Street, Suite 202
 Anchorage, AK 99503
 Email: joe@levesquelawgroup.com

Section 14. Conflict of Interest.

The Firm may not represent or assist private or public clients in connection with other claims, litigation, or other legal matters where such representation would constitute or appear to constitute a conflict of interest. In particular, the Firm shall comply with all relevant provisions of the Alaska Bar Rules and the Alaska Rules of Professional Conduct concerning the prohibition of conflicts of interest among clients.

The Firm shall not accept any employment and shall not render any professional services to other parties if such action might be inconsistent with the above-referenced standards unless the prior approval of the Assembly has been first obtained.

Part II General Agreement Provisions

Section 1. Relationship of Parties.

The Firm shall perform its obligations hereunder as an independent Firm of the Borough. The Borough may administer the Agreement and monitor the Firm's compliance with its obligations hereunder.

Section 2. Nondiscrimination.

- A. The Firm will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, or marital status, or mental or physical disability. The Firm will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, or mental or physical disability. Such action shall include, without limitation, employment, upgrading, demotion, or transfer, recruitment or recruiting advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. The Firm shall state, in all solicitations or advertisements for employees to work on contract jobs, that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex, or marital status, or mental or physical disability.
- C. The Firm shall comply with any and all reporting requirements that may apply to it which the City and Borough of Wrangell may establish.
- D. The Firm shall include the provisions of subsections A through C of this Section in every subcontract or purchase order under this Agreement, so as to be binding upon every such independent counsel or firm of the firm under this Agreement.

Section 3. Permits, Laws and Taxes.

The Firm shall acquire and maintain in good standing all permits, licenses, and other entitlements necessary to its performance under this Agreement. All actions taken by the Firm under this Agreement shall comply with all applicable law to include without limitation, statutes, ordinances, rules, and regulations.

Section 4. Nonwaiver.

The failure of either party at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provision, nor in any way effect the validity of this Agreement or any part hereof, or the right of such party thereafter to enforce each and every provision hereof.

Section 5. Amendment.

- A. This Agreement may be amended, modified, or changed only in writing as approved by the Borough Assembly and executed by the Borough Manager and an authorized representative of the Firm.

- B. For the purpose of any amendment, modification, or change to the terms and conditions of this Agreement, the only authorized representatives of the parties are:
- (1) Lisa Von Barga City and Borough of Wrangell Manager
 - (2) Joseph N. Levesque, Levesque Law Group.
- C. Any attempt to amend, modify, or change this Agreement by either an unauthorized representative or unauthorized means shall be void.

Section 6. Jurisdiction; Choice of Law.

Any civil action arising from this Agreement shall be brought in the Superior Court for the First Judicial District of the State of Alaska, at Juneau. The laws of the State of Alaska shall govern the rights and obligations of the parties under this Agreement.

Section 7. Severability.

Any provision of this Agreement deemed invalid by a court of competent jurisdiction shall not invalidate the remaining provisions of the Agreement.

Section 8. Integration.

This instrument and Attachment A hereto embody the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either oral or written, between the parties hereto.

Section 9. Insurance and Indemnification.

- A. The Firm shall maintain in good standing the insurance described in Subsection B of this Section. Before rendering any services under this Agreement, the Firm shall furnish the Borough Manager with proof of insurance in accordance with Subsection B of this Section.
- B. The Firm shall provide the following types of insurance. The City and Borough of Wrangell shall be insured as additional insured on all insurance policies except Professional Liability and Worker's Compensation policies. All policies shall have a thirty-day notice of cancellation clause.
- (1) *General Liability*
\$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general

aggregate is used, either the general aggregate limit shall apply separately to this location or the general aggregate limit shall be twice the required occurrence limit.

(2) *Workers' Compensation*

\$100,000 Employer's Liability and Workers' Compensation as required by Alaska State Workers' Compensation Statutes.

(3) *Professional Liability*

Agree to provide lawyer's professional liability insurance for all periods under the Agreement and provide an extended reporting period endorsement after the end of the Agreement for three years. Without request by the Borough, the Firm shall provide proof of such insurance during the Agreement period and proof of such endorsement after the end of the Agreement. The Firms' carrier must agree to notify the Borough thirty days before cancellation of insurance or of the extended reporting period endorsement. The insurance shall provide coverage for claims up to a minimum amount of \$1,000,000 per claim.

- C. To the fullest extent permitted by law, the Firm agrees to defend, indemnify and hold harmless the City and Borough of Wrangell, its elected and appointed officials, employees, and volunteers against any and all liabilities, claims, demands, lawsuits, or losses including costs and attorney fees, and appellate attorney's fees, incurred in defense thereof arising out of or in any way connected or associated with this Agreement.

Section 10. Inspection and Retention of Records.

The Firm shall at any time during normal business hours and as often as the Manager or Assembly may deem necessary, make available to the Borough for examination all records with respect to all matters covered by this Agreement for a period ending three years after the date of the Firm is to complete performance in accordance with Section 2 of the Special Provisions. Upon request, and within a reasonable time, the Firm shall submit such other information and reports relating to its activities under this Agreement to the Borough in such a form and at such times as the Borough Assembly may reasonably require. The Firm shall permit the Borough Assembly or their designee to audit, examine, and make copies of such records, and to make audits of all research, materials, pleadings, records of personnel, and other data relating to all matters covered by this Agreement. The Borough may, at its option, permit the Firm to submit its records to the Borough in lieu of the retention requirements of this section.

Section 11. Availability of Funds.

This Agreement is subject to the availability of funds lawfully appropriated for its performance.

IN WITNESS WHEREOF, the parties have executed this Agreement:

CITY AND BOROUGH OF WRANGELL

By: Lisa M VonBargen 3/1/2019
Lisa Von Bargen, Borough Manager Date

By: Steve Prysunka March 1 / 2019
Steve Prysunka, Mayor Date

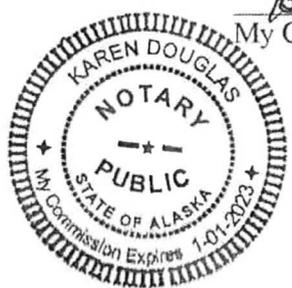
ATTEST:
Kim Lane 3/1/19
Kim Lane, Borough Clerk Date

LEVESQUE LAW GROUP, LLC

By: Joseph N. Levesque Date: 2-28-2019
Joseph N. Levesque
Owner
IRS Taxpayer Identification No.: 26-0844325
State of Alaska)
) ss.
Third Judicial District

Subscribed and sworn to before me at Anchorage, Alaska this 28th day of February 2019.

Notary Public in & for Alaska Karen Douglas My Commission Expires: 1-1-23



LEVESQUE LAW GROUP, LLC

3380 C Street, Suite 202
Anchorage, Alaska 99503

Phone: (907) 261-8935
Fax: (206) 309-0667
Website: levesquelawgroup.com

Attachment A Professional Services Agreement for Municipal Legal Services

City and Borough of Wrangell

General Counsel services are retained for 15 hours a month flat services rate, monthly retainer, calculated to \$2,625 per month. The professional hourly fees apply after the retained monthly fee hour limit has been exceeded.

<i>Task Description</i>	<i>Hourly Fee</i>
<i>General Counsel services, 15 hours / month</i>	<i>\$175.00 / hr.</i>
<i>Lead Attorney Joseph Levesque</i>	<i>\$200.00/ hr.</i>
<i>Associate Attorney Shane Levesque</i>	<i>\$185.00 / hr.</i>
<i>Law Clerk Aaron Dobruck</i>	<i>\$125.00/ hr.</i>
<i>Senior Paralegal</i>	<i>\$110.00 / hr.</i>
<i>Expenses</i>	<i>Cost</i>
<i>Travel costs for two (2) on-site visits / attendance at Assembly meetings per year. (**Travel more than twice per year will be charged as stated below)</i>	<i>No Charge</i>
<i>Travel costs (airfare, hotel, ground transportation, meals) – no charge for travel time</i>	<i>Actual Cost</i>
<i>Copies and Faxes – In house (both color and black/white)</i>	<i>.20 / page</i>
<i>Scanning – In house</i>	<i>No charge</i>
<i>Delivery & Courier charges</i>	<i>Actual Cost</i>

From: [Lisa Von Bargaen](#)
Cc: [Kim Lane](#); [Carol Rushmore](#); [Kathleen Thomas](#); [Tom Wetor](#); [Tom Radke](#); timbuness@gmail.com; [Rod Rhoades](#); ["Cyni Cray"](#); [Amber Al-Haddad](#); [Steve Miller](#); ["wrangellibrary@gci.net"](mailto:wrangellibrary@gci.net); [Joyce Mason](#)
Bcc: ["Steve Prysunka"](#); ["Patty Gilbert"](#); [Patty Gilbert](#); julied.wrangell.com; ["David Powell"](#); [David Powell](#); [Anne Morrison](#); rhowe.wrangell.com; ["coursont@gci.net"](mailto:coursont@gci.net)
Subject: KYP: Attorney Fees
Date: Thursday, January 14, 2021 2:17:00 PM

Good afternoon Mayor Prysunka, Assembly Members & Staff –

Please see the email below from our Attorney, Joe Levesque. He understands the fiscal pressure Wrangell is dealing with and wants to assist. His firm is going to provide their work at no charge on the new case we have. He is further reducing his hourly rate when he assists with procedural training planned with the Clerk for the near future. Our sincere thanks to Joe and his team! Lisa

From: Joseph Levesque [mailto:joe@levesquelawgroup.com]
Sent: Thursday, January 14, 2021 1:33 PM
To: Lisa Von Bargaen <lvonbargaen@wrangell.com>; Kim Lane <clerk@wrangell.com>
Cc: Kym Davis <kym@levesquelawgroup.com>; Aaron Dobruck <aaron@levesquelawgroup.com>; BJ Carlson <BJ@levesquelawgroup.com>
Subject: Attorney Fees

Lisa:

This email memorializes this mornings promise not to charge any Attorney, Law Clerk or Legal Assistant fees associated with the new Police violation appeal known as Vandebunte v. Wrangell Police Department. You may recall that this case is an administrative appeal following the conviction of Vandebunte for 2 traffic violations. We will have to bill for incidental costs, but that is all.

We at Levesque Law Group feel the pain that CBW is experiencing over revenue stream shortfalls and wanted to give something back to CBW. We picked this case because there does not appear to be any insurance coverage.

Further, we have also recently promised to reduce our hourly attorney fees charge for CBW training from the normal fee to \$125 per hour.

Finally, we will continue to review areas where we can no charge or reduce our rates to help lower our Attorney Fees during these trying times.

Thanks,

Joe

Joseph N. Levesque

LEVESQUE LAW GROUP, LLC
3380 C Street, Suite 202
Anchorage, Alaska 99503
[\(907\) 261-8935](tel:9072618935)
[\(907\) 261-8931](tel:9072618931) (Direct line)
[\(907\) 230-8126](tel:9072308126) (cell)
Email: joe@levesquelawgroup.com

This transmittal may be a confidential attorney-client communication or may otherwise be privileged or confidential. If you are not the intended recipient, you are hereby notified that you have received this transmittal in error and that any review, dissemination, distribution or copying of this transmittal is strictly prohibited. If you have received this communication in error, please notify us immediately by reply or by telephone (collect at [907-261-8935](tel:907-261-8935)) and immediately delete this message and all of its attachments. Thank you.

**CITY & BOROUGH OF WRANGELL, ALASKA
BOROUGH ASSEMBLY AGENDA STATEMENT**

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	March 9, 2021
	<u>Agenda Section</u>	13

Approval of a Professional Services Agreement with NTL Alaska for Interim Water Quality Solutions Assessment and Staff Training in the Amount of \$29,749.50

<u>SUBMITTED BY:</u>
Tom Wetor, Public Works Director

<u>FISCAL NOTE:</u>		
Expenditure Required: \$29,749.50 Total		
FY 20: \$	FY 21: \$29,749.50	FY22: \$
Amount Budgeted:		
FY21 \$25,000		
Account Number(s):		
72000 302 7519		
Account Name(s):		
Water Professional/Contractual Services		
Unencumbered Balance(s) (prior to expenditure):		
\$24,599.58 prior to resolution.		

<u>Reviews/Approvals/Recommendations</u>	
<input type="checkbox"/>	Commission, Board or Committee
Name(s)	
Name(s)	
<input type="checkbox"/>	Attorney
<input type="checkbox"/>	Insurance

ATTACHMENTS: 1. Professional Services Agreement, NTL Alaska; 2. CBW Consultation Services Proposal; 3. MRP NTLAK Resume; 4. CBW Water Treatment Project Budget; 5. Interim Water Quality Solutions Presentation

RECOMMENDATION MOTION:
Move to approve Professional Services Agreement with NTL Alaska for Interim Water Quality Solutions Assessment and Staff Training in the Amount of \$29,749.50.

SUMMARY STATEMENT:

On January 26th 2021 the Assembly received a report on interim water quality solutions for our water treatment plant. Part of that presentation covered potential solutions involving consultation with another operator. NTL Alaska out of Fairbanks was contacted for this consultation service. Attached to this report are the details of the scope of work discussed with NTL Alaska, Michael Pollen's Resume, a breakdown of the cost for their services, and a copy of the Assembly presentation from January. NTL Alaska plans to review our operations, provide insight into root causes for our elevated level of disinfection byproducts, provide solutions that will hopefully be compatible with the WTP upgrade as well as training for our water and waste water operators and for our distribution and collection service. This training is ADEC approved, it will count towards staff CEU's and will primarily be focused on laboratory practices and DBP precursor monitoring.

Below is an excerpt straight from the CBW Consultation Services Proposal document attached to this agenda statement.

"An important element of the site visit will be to work with the water system operators on their water quality monitoring, data collection and interpretation practices. Toward this end, NTL proposes to conduct a two-day ADEC approved course developed by Mike Pollen titled "Water Quality Process Monitoring." This training program features detailed instruction in laboratory procedures including good laboratory practices, safety protocols, and quality assurance and quality control. NTL will provide course certificates of completion for the attendees and will prepare the ADEC CEU request.

A specific area of emphasis will be to implement the use of DBP precursor monitoring capability using ultraviolet absorbance at 254 nm (UVA254) and transmittance (UVT). The UVA and UVT tests provide a real-time relative quantification of the concentration of organic precursors that can react with chlorine to form DBPs. We will demonstrate how this test can be used to assess any operational adjustment in the water treatment process to determine its effect on the concentration of DBP precursor organic chemicals. A specification for a recommended test instrument will be provided prior to the site visit. NTL will also provide a field portable analyzer to use during the site assessment and the training program. The course will be presented to seven CBW operations staff and is a 1.6-CEU core course."

Having a third party come in to assess our water quality issues will help inform us understand the best course of action forward. DBP are an issue for us in Wrangell and have been for several years. We are hopeful that with the insight and support of NTL Alaska we can begin to get our DBP consistently within regulatory limits.

The cost of this assessment and training is not included in the FY21 Budget. The next item on the agenda is a resolution transferring money from reserves into the water budget for this expense.



NTL ALASKA, INC.

1606 Heather Drive
Fairbanks, AK 99709
(907) 452-6852 fax (855) 751-1984
www.ntlalaska.net

Item e.

February 12, 2021

City and Borough of Wrangell

P.O. Box 531
Wrangell, Alaska 99929
Attention: Tom Wetor, Director of Public Works

Re: Consultation Services Proposal

Dear Tom:

Pursuant to your request, NTL Alaska, Inc. (NTL) is providing this proposal for water system consultation services to the City and Borough of Wrangell (CBW).

Project Understanding: The CBW public water system has encountered several operational issues over the past few years. During this time, planning has also been underway to upgrade the water treatment system. The key issues that are to be addressed are:

- Production capacity limitations with the slow sand filtration system, particularly during the summer when fish processor and tourism industry demands are high.
- Disinfection by-product (DBP) concentrations in the water distribution system that exceed current Alaska Department of Environmental Conservation (ADEC) drinking water standards. Specifically, the concentration of the five regulated haloacetic acids (HAA5) exceeding the locational running annual average (LRAA) maximum contaminant level of 60 $\mu\text{g/L}$ (micrograms per liter or parts per billion) in the last two quarters of 2020.
- An upgrade to the water treatment process using coagulation, flocculation, dissolved air flotation (DAF), and multimedia filtration currently in progress. The above referenced operational issues could have a budget impact that has the potential to draw limited CBW financial resources needed to fulfil the DAF project. A critical consideration is how these operational issues might be managed in a manner that utilizes the available financial assets to the future benefit of the DAF project.

Scope of Work: CBW has requested the following scope of work for this project:

- A review and assessment of the current water system operations.
- A review and assessment of CBW's understanding of the root causes behind water quality issues that are impacting the current plant operations and that will likely have an effect on the DAF upgrade.

“Understanding Water”

- A review and assessment of proposed interim water quality solutions.
- Advise on additional interim solutions to the water quality issues that could impact both the treated water quality and the water system operations.
- Advise on any additional recommended modifications that could improve the current water system operations.

Project Execution: NTL proposes to accomplish the above scope of work in three phases. NTL President Michael Pollen will be the consultant for this project. Mr. Pollen has extensive experience in providing laboratory and consultation services to the water and wastewater industry in Alaska as well as operations consultation and operator training to utilities, industries, and government entities throughout Alaska and internationally. His resume is enclosed.

The project phases are:

1. Review and assessment of CBW water quality and operations data. This phase of the project will include a review of the engineering plans for the DAF upgrade and other studies performed by CBW consultants. Recommendations by those consultants to implement interim water quality solutions will be evaluated in detail. This phase of the project will be completed at NTL's office in Fairbanks, Alaska.
2. A site visit to Wrangell to gather additional data and directly observe water system operations practices. The site inspection will include an assessment of the source, treatment, storage, and distribution system.

An important element of the site visit will be to work with the water system operators on their water quality monitoring, data collection and interpretation practices. Toward this end, NTL proposes to conduct a two-day ADEC approved course developed by Mike Pollen titled "Water Quality Process Monitoring." This training program features detailed instruction in laboratory procedures including good laboratory practices, safety protocols, and quality assurance and quality control. NTL will provide course certificates of completion for the attendees and will prepare the ADEC CEU request.

A specific area of emphasis will be to implement the use of DBP precursor monitoring capability using ultraviolet absorbance at 254 nm (UVA₂₅₄) and transmittance (UVT). The UVA and UVT tests provide a real-time relative quantification of the concentration of organic precursors that can react with chlorine to form DBPs. We will demonstrate how this test can be used to assess any operational adjustment in the water treatment process to determine its effect on the concentration of DBP precursor organic chemicals. A specification for a recommended test instrument will be provided prior to the site visit. NTL will also provide a field portable analyzer to use during the site assessment and the training program. The course will be presented to seven CBW operations staff and is a 1.6-CEU core course.

3. Assessment of all project data from the first two phases, followed by the preparation of a project report at our office in Fairbanks. Recommendations will be provided in the report on modifications or upgrades to laboratory practices and operations procedures to address the water quality and operational issues of concern. The interim solutions for water quality improvement recommended by CBW consultants will be addressed in the report.

Project Schedule and Budget: NTL proposes to begin this project in March 2021 upon authorization by the CBW. The site visit is tentatively planned for April. Specific dates for that will be arranged upon project authorization. The project report will be completed approximately one month following completion of the site visit.

An itemized not to exceed budget proposal is enclosed. A 10% project contingency is included. We request authorization to reallocate project charges as needed to complete all elements of the proposed project within the not to exceed budget. Completed services will be invoiced monthly as outlined in the proposed CBW Professional Services Agreement.

If you have any questions regarding this proposal, please contact me at 907-452-6855 (office), 907-378-2090 (mobile), or by email at Mike@ntlalaska.com. I look forward to being of service.

Sincerely,
NTL Alaska, Inc.



Michael R. Pollen, President
WEF Fellow

Enclosures: Resume for Michael Pollen
Project Budget Estimate



NTL ALASKA, INC.

1606 Heather Drive
Fairbanks, AK 99709
(907) 452-6852 fax (855) 751-1984
www.ntlalaska.net

CONSULTATION SERVICES PROJECT BUDGET ESTIMATE

CITY AND BOROUGH OF WRANGELL

PO Box 531

Wrangell, AK 99929

Attn: Tom Wetor, Director of Public Works

Quotation date: 12-Feb-21

Consultation Services to Address Disinfection By-Product (DBP) Exceedences in the CBW Water Treatment System

Review and assess current water treatment operations practices

Review and assess CBW understanding of the root causes behind DBP water quality issues

Review and assess proposed interim water quality solutions

Site visit to Wrangell to gather additional project data and to directly observe the WTP operations practices

Water Treatment Process Monitoring Class (16 hours = 1.6 CEU) conducted during site visit, 7 attendees

Advise on additional interim solutions that can be taken to improve WTP operations and DBP compliance

Advise on any recommended modifications that can make improvements to other current operations

Service	Unit	Rate	Quantity	Amount
M. Pollen, Review and Assessment of Data	hour	205.00	40.00	8,200.00
M. Pollen, Site Visit Travel Time	hour	165.00	16.00	2,640.00
M. Pollen, Training Program Preparation	hour	205.00	4.00	820.00
Training Program Materials/Attendee	each	75.00	7.00	525.00
M. Pollen, Site Visit & Lab Training Program	day	2,050.00	3.00	6,150.00
Site visit equipment (lab and training materials)	job	200.00	1.00	200.00
M. Pollen, Preparation of Report	hour	205.00	24.00	4,920.00
Administrative	hour	105.00	8.00	840.00
Travel Expenses, Estimated	Cost	2,000.00	1.00	2,750.00
Subtotal:				27,045.00
Project Contingency:	10%			2,704.50
Total Not to Exceed Budget:				29,749.50

Notes: The sit visit is tentatively planned for mid April 2021.
Travel direct expenses will be invoiced at actual cost.
We request authorization to reallocate charges as needed to complete the project within the total quoted budget.
This quote is valid for 90 days from the quotation date.

NTL Alaska, Inc.

Michael R. Pollen, President

WEF Fellow

City and Borough of Wrangell Professional Services Agreement

Project: Interim Water Quality Solutions Consultation Service Proposal
Department/Facility: Public Works Water Department
Contractor: NTL Alaska
Year: 2021
Contract No.: ???
Account Code: 72000 302 7519

THIS AGREEMENT FOR SERVICES is made and entered into this 26th day of the month of February, in the year 2021, by and between the City and Borough of Wrangell, Alaska, an Alaska unified home rule borough corporation, whose address is Post Office Box 531, Wrangell, Alaska 99929, hereinafter called “BOROUGH,” and the professional services provider NTL Alaska Inc., licensed and qualified to do business within the State of Alaska, whose address is 3536 International St, Fairbanks, AK 99701 hereinafter called “CONTRACTOR.”

Recitals:

WHEREAS, BOROUGH desires the performance, provision, and accomplishment of the work, services and materials described and set forth in Section 1 and Exhibit “A;” and

WHEREAS, CONTRACTOR represents that it is ready, able and qualified to perform and provide, and will perform and provide, in all respects, all of the work, services, and materials and otherwise perform all of the terms, covenants, conditions and provisions of the agreement in the manner, at the times, and for the consideration hereafter provided.

NOW, THEREFORE, for and in consideration of the terms, covenants, conditions, and provisions contained herein, and/or attached and incorporated herein and made a part hereof, and for other good and valuable consideration, the parties hereto agree as follows:

Section 1: Agreement to Perform.

BOROUGH hereby agrees to engage CONTRACTOR, and CONTRACTOR hereby agrees to perform, complete, provide and furnish, in a timely and proper manner, and pursuant to and in accordance with all of the terms, covenants, conditions and

City and Borough of Wrangell Professional Services Agreement
with _____
for _____

provisions of this agreement, all of the work, services, labor and materials required to accomplish all of the following work for the project entitled: Consultation Services Project, as detailed in EXHIBIT “B.”

(attach RFP, Addenda, Scope of Work, Proposal, Etc.)

Section 2: Time for Completion of Work.

Upon receiving a written Notice to Proceed, CONTRACTOR shall perform the work called for in this agreement within the timeframe prescribed in Exhibit “_____.” Deviation from the prescribed timeframe shall constitute material breach of contract unless waived by the BOROUGH. CONTRACTOR shall reasonably seek waiver in advance for any anticipated deviation from the prescribed timeframe.

Section 3: Compensation and Payment.

(a) For and in consideration of the timely and proper performance of work authorized as provided herein, BOROUGH shall pay CONTRACTOR on the basis of Time & Expense, Not-to-Exceed \$twenty nine thousand seven hundred and forty nine dollars and fifty cents (\$29,749.59), as described in EXHIBIT “_____.”

(b) Failure to abide by this Not-to-Exceed amount, or the terms of EXHIBIT “_B” shall constitute material breach of contract.

(c) CONTRACTOR shall invoice the BOROUGH, monthly, the amount of CONTRACTOR’S total Time & Expense earned to date. Payment will be rendered by the BOROUGH within 30 days of receipt of invoice. Liquidated Damages, as described in Section 16 herein, shall be withheld from installment payments or final payment in the BOROUGH’s sole discretion.

Section 4: No Additional Work.

No claim for additional work, services or materials, not specifically and expressly requested and authorized as provided for in this agreement, or by a written amendment thereto signed by both parties, done or furnished by CONTRACTOR, will be allowed or paid by BOROUGH, and CONTRACTOR expressly waives any claim therefore.

Section 5: CONTRACTOR’S Warranty of Adequate Qualifications.

(a) CONTRACTOR expressly represents and warrants that it is now and shall continue to be at all times during the performance of this agreement, the holder of all required or necessary professional, business or other licenses or permits and is qualified and capable of performing all of the work covered or called for by this agreement and is presently ready, able and willing to undertake and perform all of such work and services,

and to supply all necessary materials and equipment, at the times, and in a non-negligent, professional and workmanlike manner, and pursuant to the terms, conditions and provisions, and for the compensation and payments as herein provided.

(b) CONTRACTOR further makes identical representation and warranties, as in Subsection 5(a), above, for all subcontractors under its direct or indirect control during involvement with the project.

Section 6: Independent CONTRACTOR.

(a) No Employment Relationship. The parties hereto expressly agree that CONTRACTOR shall be and is an “independent contractor,” as understood at law, and is not an employee or agent of BOROUGH, and is, therefore, entitled to no insurance coverage, whether worker's compensation or otherwise, and no other benefits accorded to BOROUGH'S employees. No withholding, FICA, or other taxes (whether income, sales or otherwise) or other amounts will be withheld from the payments due to CONTRACTOR, it being understood that CONTRACTOR is solely responsible therefor, provided BOROUGH shall be entitled to withhold such retainage or other amounts from any progress or other payments as have been provided for elsewhere in this agreement.

(b) No Partnership nor Authority to Bind BOROUGH. The parties agree that CONTRACTOR is an “independent contractor” and is not, and shall not be construed to be, a partner, joint venture, employee or agent of BOROUGH and shall not, and is not authorized to, enter into or make any contracts or agreements, or enter into any other understanding with any other person, corporation, partnership, joint venture, or other entity, in the name of or for the benefit of BOROUGH.

Section 7: Breach of Contract and Termination.

Without limiting the rights of the parties as provided elsewhere in this Agreement, this Agreement may be terminated for the reasons and in the manner as provided in this Section.

(a) Breach. In the event that CONTRACTOR is found to have materially breached this Agreement, such breach shall be remedied immediately, or the BOROUGH shall have the right to terminate pursuant to Section 7(c) “Termination for Cause” hereof.

(b) Termination for Cause. This agreement may be terminated in whole or in part in writing by BOROUGH in the event of failure by CONTRACTOR to fulfill any of the terms and conditions of this agreement upon the giving of not less than five (5) calendar days prior written notice of intent to terminate in the manner provided in Section 14 hereof.

(c) Termination for Convenience of BOROUGH. This agreement may be terminated in whole or in part in writing by BOROUGH for BOROUGH'S convenience provided CONTRACTOR is given not less than Fourteen (14) calendar days prior written notice of intent to terminate in the manner provided in Section 14 hereof.

(d) In the event that termination is for the convenience of BOROUGH pursuant to subsection 7(d), herein, CONTRACTOR shall be paid for the services that have been actually performed in accordance with this Agreement prior to the effective time of such notice of intent to terminate and for which the CONTRACTOR has not been paid and for reimbursement of any reimbursable expenses allowable under this Agreement that were actually expended and not reimbursed prior to the effective time of such notice of intent to terminate, and BOROUGH shall not be liable or responsible for any loss of profits or any other consequential or special damages, amounts or payments, of any kind or any nature whatsoever to CONTRACTOR.

(e) Upon receipt of a termination notice, CONTRACTOR shall promptly discontinue all services and deliver or otherwise make available to BOROUGH all data, drawings, notes, specifications, reports, estimates, summaries, work in progress, and any and all other information and/or materials as may have been accumulated by CONTRACTOR in performing this agreement, whether completed or in process.

(f) LIMITATION ON DAMAGES. No other damages, whether for lost profits or otherwise, other than the amounts allowed and computed as provided for in this Section 7 shall be due or payable to CONTRACTOR in the event of termination. **THIS IS A BARGAINED FOR LIMITATION ON DAMAGES.**

Section 8: Conflict of Interest.

CONTRACTOR covenants, warrants, and represents that CONTRACTOR has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner with the subject matter or the performance of this agreement. CONTRACTOR further covenants, warrants, and represents that in the performance of this agreement, no person having any such interest shall be employed.

Section 9: Hold Harmless and Indemnity.

To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend, and hold harmless the BOROUGH, its elected and appointed officials, employees, and volunteers, from and against any suit, action, claim, damages, or liability of any kind and of any nature, including death, arising out of any act, error or omission or any claim of, or liability for, negligent acts, errors, and omissions of the CONTRACTOR under this agreement. Pursuant to this section, the CONTRACTOR is not required to indemnify,

City and Borough of Wrangell Professional Services Agreement
with _____
for _____

defend, or hold harmless the BOROUGH for a claim of, or liability for, the independent negligent acts, errors, and omissions of the BOROUGH. If there is a claim of, or liability for, a joint negligent act, error, or omission of the CONTRACTOR and the BOROUGH, the indemnification, defense, and hold harmless obligation of this section shall be apportioned on a comparative fault basis. In this section, "CONTRACTOR" and "BOROUGH" include the employees, agents, and subcontractors who are directly responsible, respectively, to each. In this section, "independent negligent acts, errors, and omissions" means negligence other than in the BOROUGH'S selection, administration, monitoring, or controlling of the CONTRACTOR, or in approving or accepting the CONTRACTOR'S work.

Section 10: Insurance.

(a) CONTRACTOR shall maintain in good standing the insurance described in subsection (b) of this section. Before rendering any services under this contract, CONTRACTOR shall furnish BOROUGH a Certificate of Insurance showing proof of insurance in accordance with subsection (b) of this section in a form acceptable to BOROUGH.

(b) CONTRACTOR shall provide the following types of insurance, listed at parts 1-4 of this subsection 10(b). BOROUGH shall be named as additional insured on all insurance policies except workers' compensation and professional liability contracts, and CONTRACTOR shall provide BOROUGH with a Certificate of Insurance showing "The City and Borough of Wrangell, Alaska" as an additional insured.

(1) Workers' compensation and employer's liability coverage as required by Alaska law.

(2) Comprehensive general liability, including contractual, property damage, bodily injury, premises operations including explosion, collapse and underground; products and complete operations, broad form property damage and personal injury coverages in amounts no less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

(3) Comprehensive automobile liability, bodily injury and property damage, including all owned, hired and non-owned automobiles in amounts no less than \$1,000,000 each occurrence and \$2,000,000 aggregate.

(4) Architects' or engineers' professional liability, if applicable, in the amount of \$1,000,000.

(c) Each policy of insurance required by this section shall provide for no less than thirty (30) days' advance notice to BOROUGH prior to cancellation.

(d) The failure of the CONTRACTOR to provide the proof of insurance and the Certificate showing the BOROUGH as an additional insured within thirty days of the effective date of this Agreement shall constitute a material breach of Contract.

Section 11: Assignment and Subletting Prohibited.

(a) CONTRACTOR shall not assign, transfer, convey, pledge, hypothecate, sublet, subcontract or otherwise dispose of or encumber this agreement, or the rights thereunder, nor shall CONTRACTOR delegate any of its duties without the prior written consent of BOROUGH. Any such attempted assignment, transfer, conveyance, pledge, hypothecation, subletting or other disposition, or the attempted assignment, disposition or delegation of duties or rights, shall be null and void and of no force or affect and shall be grounds and cause for immediate termination of this agreement without liability by and at the option of BOROUGH.

(b) The BOROUGH shall not approve any assignment to an LLC unless the CONTRACTOR personally guarantees the performance of the LLC or the members of the LLC personally guarantee the performance of the LLC.

Section 12: Subject to Approval.

(a) This contract is subject to review and appropriation by the Borough Assembly.

(b) Dependent upon the project nature and origin(s) of its funding, CONTRACTOR acknowledges that payment may reasonably be contingent upon approval by other boards, bodies, or legal mechanisms pursuant to applicable law and contract.

Section 13: Equal Employment Opportunity.

(a) CONTRACTOR shall not discriminate against any employee, applicant for employment, or subcontractor because of race, color, religion, national origin, ancestry, age, or sex. CONTRACTOR will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, national origin, ancestry, age, or sex. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and, selection for training, including apprenticeship. CONTRACTOR agrees to post notices in conspicuous places available to employees and applicants for

employment and to state in all solicitations for contract jobs the provisions of this nondiscrimination clause.

(b) CONTRACTOR agrees to fully cooperate with the office or agency of the State of Alaska which seeks to deal with the problem of unlawful or invidious discrimination and with all other State efforts to guarantee fair employment practices under this agreement, and CONTRACTOR will comply promptly with all request and directions from the State Commission of Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.

(c) Failure to perform any of the above agreements pertaining to equal employment opportunities shall be deemed a material breach of the contract and sufficient grounds for termination of this agreement for cause.

Section 14: Miscellaneous Provisions.

(a) Relationship of the Parties. Nothing herein contained shall be deemed or construed by the parties, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties, it being understood and agreed that neither method of computation of payment nor any other provision contained herein, nor any acts of the parties, shall be deemed to create any relationship between the parties other than the relationship of BOROUGH and an independent contractor.

(b) Terminology. Whenever herein the singular number is used, the same shall include the plural, and vice versa. Likewise, the masculine gender shall include the feminine and neuter genders.

(i) Agreement means Contract. The term Agreement and Contract shall be construed as representing substantially the same meaning whenever used in this document or its attachments. Exhibits and Attachments incorporated by reference shall be construed as part of this agreement.

(ii) “Parties” or “parties,” when used in this agreement, means the BOROUGH and CONTRACTOR, unless context demands otherwise.

(c) Nonwaiver. No delay or omission of the right to exercise any power by either party shall impair any such right or power or be construed as a waiver or any default or as acquiescence therein. One or more waivers of any covenant, term, or condition of this agreement by either party shall not be construed by the other party as a waiver of a subsequent breach of the same covenant, term, or condition. The consent or approval by either party to any act by the other party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

(d) Law Applicable. The laws of the State of Alaska shall govern the construction, validity, performance, and enforcement of this agreement. The Superior Court for the State of Alaska, First Judicial District at Wrangell, Alaska, shall be the exclusive jurisdiction and venue for any and all claims of any kind and any nature arising out of or related to this Agreement in any way.

(e) Paragraph Headings. The headings of the several sections and subsections contained herein are for convenience only and do not define, limit or construe the contents of such sections and subsections.

(f) Successors and Assigns. Except as otherwise provided herein, the covenants, agreements and obligations herein contained shall extend to bind and inure to the benefit not only of the parties but also to their respective personal representatives, heirs, successors, and assigns.

(g) Compliance with Laws and Regulations. CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, comply with all of the requirements of all local, state or federal laws, ordinances or regulations now in force, or which may hereafter be in force, pertaining to this agreement or the project or work to be performed, and shall faithfully observe in the performance of this agreement all local, state and federal laws, ordinances and regulations now in force or which may hereafter be in force.

(h) Terms Construed as Covenants and Conditions. Every term and each provision of this agreement performable by CONTRACTOR shall be construed to be both a covenant and a condition.

(i) Time of the Essence. Time is of the essence as to each term, condition, covenant, and provision of this agreement.

(j) Entire Agreement. This agreement, and any schedules, appendices or exhibits attached hereto, sets forth all the covenants, promises, agreements, conditions and understandings between the parties, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as herein set forth. Except as expressly provided, no contemporaneous or subsequent agreement, understanding, alteration, amendment, change or addition to this agreement, or any schedule, appendix, exhibit or attachment thereto, shall be binding upon the parties unless reduced to writing and signed by both parties. CONTRACTOR agrees and understands that no employee, representative or consultant of the BOROUGH, nor the Mayor, nor any assembly member acting alone, has any authority to verbally modify or amend this Agreement. This agreement constitutes a final, complete, and exclusive statement of the agreement between the parties.

(k) Severability. In the event any provision of this agreement is adjudicated or held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect to the greatest extent possible.

(l) Audits and Inspections. At any time during normal business hours and as often as the BOROUGH may deem necessary, there shall be made available for examination all of CONTRACTOR'S records with respect to all matters covered by this Agreement and CONTRACTOR will permit representatives of the BOROUGH to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating the performance of this Agreement. Except in case of emergency, CONTRACTOR must make such records available upon five (5) days' notice. In case of emergency, CONTRACTOR must make such records available immediately upon request. In performing such audits and investigations, the BOROUGH and its representatives shall not unduly interfere with the ability of CONTRACTOR to perform his/her duties under this Agreement.

(m) Interpretation and Enforcement. This Agreement is the result of good faith, arms-length negotiations by the parties. The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and agree that the normal rule of construction – to the effect that any ambiguities are to be resolved against the drafting party – shall not be employed in the interpretation of this Agreement or any exhibits or amendments to this Agreement. The titles of sections in this Agreement are not to be construed as limitations or definitions but are for identification purposes only.

(n) Understanding. CONTRACTOR acknowledges that it has read and understands the terms of this Agreement and has had the opportunity to review the Agreement with counsel of his/her choice and is executing this Agreement of his/her own free will.

(o) No Third-Party Beneficiary. The provisions of this Agreement are and will be for the benefit of CONTRACTOR and BOROUGH only and are not for the benefit of any third party and accordingly, no third party shall have the right to enforce the provisions of this Agreement.

(p) Ownership of Documents. The BOROUGH shall retain ownership of all documents generated for this project, both editable and static forms, existing electronically, physically, or otherwise. This clause does not preclude the keeping of copies or incidental use by CONTRACTOR. This clause does require CONTRACTOR to surrender copies of all generated documents to the BOROUGH in formats reasonably requested by the BOROUGH upon request.

(q) Counterparts. This agreement may be executed in counterparts.

City and Borough of Wrangell Professional Services Agreement
with _____
for _____

Section 15: Notices and Electronic Delivery.

Electronic Delivery of all documents, other than an original deed, is acceptable. All notices, demands, and requests, which may or are required to be given by either party to the other shall be in writing and given by registered or certified mail, postage prepaid, facsimile with confirmation receipt, email with read receipt enabled, or in person addressed to the other party at the respective addresses shown below, or at such other address as either party may from time to time designate in writing pursuant to this Section.

If notice is given by registered or certified mail, such notice shall be deemed to have been given or served on the third business day following the time same is deposited in the U.S. mail as aforesaid. If notice is given in person, such notice shall be deemed delivered upon personal delivery. If notice is given by facsimile or email, such notice shall be deemed to have been delivered upon confirmation of transmittal.

<u>If to the BOROUGH</u>	<u>If to the CONTRACTOR</u>
Borough Clerk City and Borough of Wrangell, Alaska P.O. Box 531 Wrangell, AK 99929	<i>Name</i> <i>Title</i> <i>Company Name</i> <i>Address</i> <i>City, State, Zip Code</i>
Email: clerk@wrangell.com	<i>Email</i>
Phone: (907) 874-2381	<i>Phone: ()</i>
Fax: (907) 874-3952	<i>Fax: ()</i>

Section 16: Execution and Attestation.

WHEREFORE the parties have entered into this agreement the date and year first above written.

BOROUGH:
City and Borough of Wrangell

ATTEST:

By: _____
Lisa Von Bargaen
Borough Manager

Kim Lane
Borough Clerk

CONTRACTOR:

ATTEST:

By: _____
Title _____

Secretary

When Assembly Approval is Required, Approved:

By: _____ Date: _____

Stephen Prysunka, Borough Mayor

City and Borough of Wrangell Professional Services Agreement
with _____
for _____

Corporate Certificate

I, _____, certify that I am the Secretary of the corporation named as CONTRACTOR in the foregoing instrument; that _____, who signed said instrument on behalf of CONTRACTOR, was then _____ of said corporation; that said instrument was duly signed for and on behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

(Corporate Seal)

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ____ day of _____, 20_____, by Lisa Von Borgen and Stephen Prysunka, Borough Manager and Borough Mayor, respectively, of the City and Borough of Wrangell, Alaska, an Alaska municipal corporation, on behalf of the corporation.

Notary Public for Alaska
Commission expires: _____

City and Borough of Wrangell Professional Services Agreement
with _____
for _____

STATE OF ALASKA)
)ss.
FIRST JUDICIAL DISTRICT)

Notary Public for Alaska
Commission expires: _____

The foregoing instrument was acknowledge before me this ____ day
of _____, 20__, by _____, _____ of
_____, an Alaska Corporation, on behalf of the
corporation.

City and Borough of Wrangell Professional Services Agreement
with _____
for _____

EXHIBITS

Exhibit A:

Hello Mike;

Thank you for taking the time to review this scope of work for water treatment solutions with the City and Borough of Wrangell, Alaska. As we have discussed the City and Borough of Wrangell's water treatment plant has explored many options to address our water quality issues. Since 2015 we have seen an increase in disinfection byproducts in our distribution system during the fall quarterly testing.

The Borough needs assistance reviewing our current operations and proposed ideas to address the issue of increased disinfection byproducts. As we are in the preliminary stages of bringing a DAF plant to Wrangell, we are looking for quantifiable improvements that will positively impact our quarterly DBP test results. If it is possible with your schedule, we want to include a visit to Wrangell to ensure we are covering all of the necessary information to help inform our decision making moving forward.

Since our test results in August, we have slowed the flow through the plant to increase contact time with the ozone. We have also increased our testing to have more up to date results to share with the community.

Documents that are attached to this scope of work include:

- the timeline of events related to water treatment in Wrangell
- our quarterly DBP test results
- an overview and supporting documents of the 4 potential solutions we are considering
- The Standard Professional Services Agreement: This is the form we would use and based the scope of work on the final scope as we work to define that together. If you have any concerns with the language of the PSA, please let me know.

The scope of work we are requesting includes:

- Review and assess current operations
- Review and assess our current understanding of the root causes behind these water quality issues.
- Review and assess proposed interim water quality solutions
- Advise on any additional interim solutions or steps that can be taken regarding water quality and operations at our facility
- Advise on any recommended modifications that make improvements to other current operations

City and Borough of Wrangell Professional Services Agreement
with _____
for _____

Once you have had the chance to review this information we will need an update as to what your fee proposal will be. Please let us know a good time to meet with you to review this, to be able to answer any questions or clarify any item with you, and then discuss next steps. As a new director who is learning this process, I'm trying to understand best practices and just want to ensure what we have in place is best practice. I'm learning from our operators and I will benefit from your opinion. Thank you for your time and interest in addressing these issues with the City and Borough of Wrangell.

Tom Wetor
City and Borough of Wrangell: Public Works Director
Public Works Phone: (907) 874-3904
Cell Phone: (907) 660-7833

Exhibit B: See attachment 1. CBW Consultation Services Proposal and attachment 2. CBW Water Treatment Project Budget



NTL ALASKA, INC.

1606 Heather Drive
Fairbanks, AK 99709
(907) 452-6852 fax (855) 751-1984
www.ntlalaska.net

MICHAEL R. POLLEN, President

Environmental Consultant

- AA, Biological Sciences, University of Alaska, Anchorage, 1973
- BS, Biological Sciences, University of Alaska, Fairbanks, 1977
- Postgraduate course work in Environmental Quality Science, Univ. of Alaska, Fairbanks
- ADEC Approved Sanitary Survey Inspector
- WEF Fellow, 2020

Mr. Pollen is the President and an owner of NTL Alaska, Inc., a water and wastewater consulting firm based in Fairbanks, Alaska, that was established in 2003. From 1980 to 2003, he was an owner and the President of Northern Testing Laboratories, Inc., a privately owned certified water and wastewater laboratory firm in Alaska, where he managed a staff of 35 chemists, biologists, and support personnel in three laboratories.

PROFESSIONAL EXPERIENCE

His major areas of expertise are in environmental laboratory analysis, water and wastewater treatment, and environmental science applications in cold regions. He has more than 49 years of professional experience, including 38 years as a water and wastewater operations instructor. Examples of Mr. Pollen's laboratory and consulting projects include:

- Laboratory and pilot scale design of a 0.15 MGD desalination water treatment system for Barrow Utilities and Electric Coop, Inc. in 1980. A second pilot study was performed in the 1990s to expand the water treatment system to 0.35 MGD capacity and mitigate disinfection byproduct (DBP) issues in the water distribution system. The treatment technology demonstrated was one of the first successful uses of integrated (microfiltration/nanofiltration) membrane treatment systems in the United States. That system has since been expanded to 0.7 MGD capacity using ultrafiltration/nanofiltration technology.
- Numerous lab and field investigations, including the design and monitoring of treatment systems to mitigate corrosion and lead solubility in water distribution systems throughout Alaska. One project to mitigate lead release in a water distribution system demonstrated a new inhibitor chemistry that is now used by more than 100 water utilities throughout Alaska.
- Marine water quality investigation and lab scale design of a pretreatment system for a reverse osmosis desalination system on an Arctic offshore oil production island. Mid-winter river

“Understanding Water”

water quality monitoring on another gas and oil development project was completed under severe climatic conditions.

- Laboratory screening of a variety of coagulants and flocculants to determine optimum chemistry for reducing turbidity from placer mine effluent. This data was used to design and implement a chemical treatment system at a placer mine near Fairbanks, resulting in the first successful full-scale demonstration of this technology in Alaska.
- Bench and pilot scale design of water treatment systems including a laboratory scale model design of a 1.0 MGD oxidation and conventional filtration water treatment plant for the University of Alaska, Fairbanks.
- Performance testing of an activated alumina arsenic removal system that was approved for home use in Alaska. Performance test of an innovative ozone/filtration arsenic removal technology developed by an Alaskan company that was selected as a national best available small system arsenic reduction technology by the USEPA.
- Environmental surveys of natural water sources on the North Slope of Alaska for potable water use and to determine the extent of contamination from industrial activities. One study focused on the impact of domestic wastewater effluents discharging to the surface of the tundra. Another project was an environmental impact investigation of drilling fluids from reserve pits on Alaska's North Slope.
- Multi-year water quality studies in the Kenai and Tanana Rivers in Alaska to monitor the effects of wastewater effluent discharges and other uses of these river systems.
- Laboratory scale bench testing of sludge conditioning processes including aerobic digestion and freeze/thaw conditioning for cold climate utility applications. Wastewater biosolids testing for land application using lime conditioning for pathogen reduction.
- Industrial waste treatment bench and pilot scale design and performance testing projects for stabilization and/or reduction of toxic materials prior to discharge. Projects include reduction of phenols and BTX from refinery wastewater, and VOC removal from an industrial waste disposal pit.
- Commercialization of an innovative oil spill monitoring test developed at the University of Alaska Fairbanks. The “Sheen Screen Procedure” was developed by UAF researchers Braddock and Brown with the Institute of Arctic Biology to monitor for the presence of hydrocarbon-degrading bacteria following the Exxon Valdez oil spill. NTL received approval from the US Army Corps of Engineers for a standardized version of this test developed by the NTL microbiology staff to monitor oil spill residues in soil and water in Alaska.
- Bench scale testing, preliminary design, start up and monitoring services for a nanofiltration membrane softening system in the Denali National Park area for a large hotel property. The technology demonstrated in that first project has now been widely applied throughout Alaska with over 1 MGD of membrane softening plants currently in operation in more than a dozen installations.

- Water and wastewater treatment operations consultation services for the privatized utility systems in Fairbanks. Tasks include work on permit-related issues, water distribution system, wastewater collection pretreatment, water and wastewater plant process optimization, and water and wastewater plant residual treatment.
- Bench and pilot scale testing of ground and surface water treatment technologies in numerous Alaskan Villages from Southeast Alaska to the North Slope. Technologies tested include direct and conventional filtration; iron, manganese and arsenic reduction; disinfection by-product precursor removal; coagulant selection; chlorination and chloramination studies. One study in Bethel demonstrated the successful use of a nonionic polymer to enhance manganese greensand filter run time and efficiency and enhance TOC reduction to correct DBP water quality issues in water distribution systems.
- In 1996, working as a consultant to the United Nations and the Organization of American States (OAS), Mr. Pollen presented a keynote address to the Second Inter-American Dialogue on Water Management in Buenos Aires, Argentina. The Dialogue, sponsored by the Organization of American States and the UN, was a forum that developed a series of hemispheric water quality issue statements for the December 1996 Presidential Summit on Sustainable Development in Santa Cruz, Bolivia. The final summit statements were signed by presidents of 23 OAS nations including the President of the United States.
- In 1999, the Instituto Nacional del Agua y del Ambiente (INAA) of Argentina retained Mr. Pollen to provide environmental consulting services for an oil spill project in that country.
- Operational consulting and operator training for wastewater treatment systems operated by a multinational gas and oil firm in the Caspian Sea in Baku, Azerbaijan (2008-2009, 2013).
- Development of an industrial wastewater pretreatment program for an Alaskan community, including preparation of a new municipal sewer use ordinance, new discharge standards, and draft permits for three categorical/significant industrial users that discharge to the city's collection system.
- Design of the post filtration chemical systems for disinfection and corrosion control for a water treatment plant at a large military installation in Alaska. The upgrade was done to remove poly- and perfluorinated alkyl substances (PFAS) compounds from the source water.

Another major area of Mr. Pollen's expertise is in operational assistance services for water treatment and distribution systems and wastewater collection and treatment systems, including operator training, process consultation, troubleshooting and preparation of operations manuals. He has instructed water and wastewater treatment operations courses for several thousand operators throughout Alaska and continues to present training programs every year. Most of the courses were developed by him and have been approved for continuing education units by the Alaska Department of Environmental Conservation (ADEC). In 2000, he authored an intermediate water treatment systems manual and training course for the ADEC. In 2010, he developed an "Introduction to Membrane Water Treatment" course for ADEC and presented a series of workshops on that topic throughout Alaska. Also in 2010 and 2011 he developed

"Understanding Water"

courses for ADEC in intermediate wastewater treatment and advanced topics in wastewater treatment. These courses have been presented statewide.

In 2019, he completed the development of two new water treatment courses for ADEC: Water Treatment 1 and Water Treatment 2. In 2020, he completed a new Water Distribution 1 & 2 course for ADEC. All three courses were based on new American Water Works Association textbooks and are now in use by trainers throughout Alaska.

Early in his professional career Mr. Pollen was the Senior Laboratory Analyst for the Point Woronzof Water Pollution Control Facility (now the Asplund WWTF) in Anchorage for three years. He was responsible for starting up and managing the laboratory for process control and monitoring of a 34-mgd primary treatment plant and a 0.15-mgd aerated lagoon from 1971-1974.

From 1974-1977 he worked on the construction of the Trans Alaska Pipeline Project on the workcamp life support systems with Dames and Moore Consultants in Fairbanks. His work included operator training and field consultation on biological and physical chemical wastewater treatment plants and potable water systems.

Mr. Pollen has been active in professional associations in the water and wastewater treatment field throughout his career. He has been President of the Alaska Water Management Association (AWMA) and Chairman of the Alaska Section of the American Water Works Association (AWWA). He has been a national Director for both the AWWA and the Water Environment Federation (WEF). From 1994-5, he was President of WEF, a global water quality organization with 42,000 members in 70 member associations in 26 countries. During his term as a WEF Officer, Mr. Pollen delivered over 100 keynote speeches and addresses to WEF member associations and other affiliated organizations in 10 countries. In 2020, he was selected by the WEF Board of Directors as a WEF Fellow for his service to the water and wastewater industry.

He is currently working on Rotary International Global Grant funded projects to provide water and sanitation facilities to over 2,000 students in eight schools in western Belize, Central America. The projects completed thus far have resulted in increased school attendance, reduced illness and absenteeism, and improved graduation rates particularly for female students.

He currently serves on the Air Pollution Control Commission for the Fairbanks North Star Borough and is a member of the State of Alaska Governor's Water Wastewater Advisory Board.

TECHNICAL PRESENTATIONS AND PUBLICATIONS

1. "Design and Operational Problems in Package Physical/Chemical Treatment Plants in Alaskan Construction Camps," presentation to the Alaska Water Management Association (AWMA), Anchorage, Alaska (1975).
2. Pollen, M.R., "Arsenic and Drinking Water," AWMA annual conference, College, Alaska (1978).

3. Pollen, M.R., "Cryogenic Sludge Stabilization," presentation to the AWMA annual conference, Fairbanks, Alaska (1980).
4. Pollen, M.R., "Freeze/Thaw Conditioning of Fairbanks Sludge," presentation to the EPA/ADEC Workshop on Imaginative Approaches to Sewage Collection, Treatment and Disposal, Anchorage, Alaska (1981).
5. Pollen, M.R., "Freeze/Thaw Conditioning of Fairbanks Sludge," AWMA News, Vol. 1, No. 3 (1981).
6. Pollen, M.R. and D.W. Smith, "Water Conservation in Barrow, Alaska," Utilities Delivery in Cold Regions Symposium, Edmonton, Alberta (1982).
7. Pollen, M.R. and J.R. Caress, "The Reconstruction of the Barrow Utilities Water Treatment Plant," AWMA annual conference, McKinley Park, Alaska (1982).
8. Pollen, M.R., "Arctic Tundra as a Wastewater Discharge Receiving Environment," Cold Regions Environmental Engineering Conference, Fairbanks, Alaska (1983).
9. Pollen, M.R., "Total Trihalomethanes in Treated Arctic Surface Water," presentation to the AWMA annual conference, Anchorage, Alaska (1983).
10. Pollen, M.R., "Total Trihalomethanes in Treated Arctic Surface Water," AWMA News, Vol. 3, No. 3 (1983).
11. Pollen, M.R., "Wastewater Disposal in Northern Alaska," presentation to the California Water Pollution Control Association, Palo Alto, California (1984).
12. Pollen, M.R., "Corrosion Control in an Arctic Utility," presentation to the AWMA annual conference, Fairbanks, Alaska (1984).
13. Pollen, M.R., "Extended Aeration Package Plants in the Arctic," Water Pollution Control Federation (WPCF) Operations Forum, Vol. 2, No. 12, December (1985).
14. Pollen, M.R., "Effective Physical Chemical Process Control," AWMA annual conference, Juneau, Alaska (1986).
15. Pollen, M.R. and N.L. Phillips, "Demonstration of Flocculant Treatment of Placer Mine Effluent at the Esperanza Mine," presentation to the Eleventh Annual Convention and Trade Show of the Alaska Miners Association, Anchorage, Alaska (October 1986).
16. Pollen, M.R. and N.L. Phillips, "The Demonstration of Placer Mine Wastewater Treatment at Esperanza Resources Co., Inc. on Faith Creek," Ninth Annual Conference on Placer Mining, Fairbanks, Alaska (1987).
17. Pollen, M.R., "Water Conservation and Management in Barrow, Alaska," Journal American Water Works Association, Vol. 79, No. 3 (March 1987).
18. Pollen, M.R., "Gold Placer Mine Wastewater Treatment with Flocculants," presentation to the AWMA and AWWA, Alaska Section annual conference, Fairbanks, Alaska (August 1987).

19. Pollen, M.R. and T.L. Townsend, "Get the Lead Out!" AWMA and AWWA, Alaska Section annual conference, Anchorage, Alaska (May 1988).
20. Pollen, M.R., "One Alaskan's Perspective of the Valdez Oil Spill", WPCF Highlights, Vol. 26, No. 6 (June 1989).
21. Pollen, M.R. and S.H. Wolfe, "Municipal Water Resource Management in Barrow, Alaska," presentation to the AWMA and AWWA, Alaska Section annual conference, Anchorage, Alaska (May 1990).
22. Pollen, M.R., "Valdez: A Year in Review," Water Environment & Technology, WPCF, Vol. 2, No. 5, p. 82 (May 1990).
23. Pollen, M.R., "Arctic Reservoir Management," AWWA Annual Conference, Vancouver, B.C. (June 1992).
24. Pollen, M.R., Extended Aeration Package Treatment Plant Handbook, A Manual of Arctic Applications, Fourth Edition, 76 pp. (September 1992), (Editions 1-4, 1982-1987).
25. Pollen, M.R., "The Water Environment Federation and Today's Environmental Laboratory", WEF Specialty Conference Proceedings, "Challenges Facing Environmental Laboratories: Methods, Quality, Media and Liability," Santa Clara, CA (August 1993).
26. Pollen, M.R., "Análisis y Monitoreo de Residuos Peligrosos en Los Estados Unidos," presentation to the Asociación Argentina de Preservación del Agua y su Medio Ambiente (AAPAMA), Buenos Aires, Argentina (November 5, 1993).
27. Pollen, M.R., "Building International Cooperation to Improve Water Quality: The Agenda of the Water Environment Federation in the Americas," Keynote Address to the Conference on Water Treatment and Pollution Control Projects in Argentina, Institute of the Americas International Conference Center, La Jolla, CA (April 25, 1994).
28. Pollen, M.R., "Environmental Problems and Solutions in the United States," presentation at PROMA'95 - Asociación para la Defensa de la Calidad de las Aguas (ADECAGUA), Bilbao, Spain (March 23, 1995).
29. Pollen, M.R., "Detection of *Cryptosporidium* and *Giardia* in Drinking Water Supplies", presentation at the 16th Federal Convention of the Australian Water & Wastewater Association, Sydney, Australia (April 4, 1996).
30. Pollen, M.R., "Aspectos Destacados en la Historia de la Legislación y Reglamentación sobre Calidad de Aguas Ambientales y de Consumo Humano en EEUU," presentation at a "Seminar on Current Developments in Environmental Laws and Regulations in Argentina and the United States of America," sponsored by INCyTH, SSAH, SRNAH (Secretariat of Natural Resources and the Human Environment) and WEF, Buenos Aires, Argentina, (November 7, 1995).
31. Pollen, M.R., C. Christian, C. Nordgren & J. Pollen, "Occurrence and Significance of *Cryptosporidium parvum* and *Giardia lamblia* in Surface Waters on Alaska's North Slope,"

- Eighth International Conference on Cold Regions Engineering, ASCE, University of Alaska, Fairbanks, (August 13-16, 1996).
32. Pollen, M.R., “WEF Perspectives on Hemispheric Water Quality Issues,” Keynote Address to the Second Inter-American Dialogue on Water Management, sponsored by the Organization of American States and the United Nations, Buenos Aires, Argentina, (September 1-6, 1996).
 33. Pollen, M.R., “Lake and Reservoir Systems of the Alaskan Arctic,” presentation to the 7th International Conference on Lakes Conservation and Management, San Martin de Los Andes, Neuquen, Argentina (October 27, 1997)
 34. Pollen, M.R. & D.A. Veazey, “PCE Removal from the Collection System in Fairbanks, Alaska,” Proceedings of the Fourth Annual Research and Development Conference on Rural Sanitation, Alaska Water and Wastewater Management Association, Juneau, Alaska (April 27, 1999).
 35. Pollen, M.R. & Charles W. Fort, “Improving Arsenic Removal in Manganese Greensand Filters with Ferric Chloride and Ferrous Sulfate,” Proceedings of the Sixth Annual Research and Development Conference on Rural Sanitation, AWWMA, Anchorage, AK, (April 16, 2001).
 36. Hermon, Jon H., PE., M.R. Pollen & William R. Knocke, Ph.D., PE, “Extending WTF Filtering Durations in Bethel, Alaska Using Chlorine and a Polymer-Aid,” Proceedings of the Sixth Annual Research and Development Conference on Rural Sanitation, AWWMA, Anchorage, AK, (April 16, 2001).
 37. Pollen, M.R. & Charles W. Fort, “Fate of Residual Arsenic in Manganese Greensand Filter Backwash Water,” Proceedings of the Seventh Annual Research and Development Conference on Rural Sanitation, AWWMA, Sitka, AK, (April 2, 2002).
 38. Nason, M. H. and M.R. Pollen, “Use of Naturally Occurring Ammonia for Chloramine Disinfection of Potable Water,” Proceedings of the Eighth Annual Research and Development Conference on Rural Sanitation, AWWMA, Fairbanks, AK, (April 22, 2003).
 39. Nason, M. H. and M.R. Pollen, “Chloramination of an Alaskan Groundwater Supply,” presentation to the AWWMA, Anchorage, AK, (April 14, 2004).
 40. Johnson, S. and M. R. Pollen, “Caustic Soda: A Rural Alaskan Corrosion Control Success Story,” Alaska Water Wastewater Management Association Newsletter (June 15, 2004).
 41. Pollen, M.R. and M. H. Nason, “Use of Naturally Occurring Ammonia for Chloramine Disinfection of Potable Water,” presentation to the Northern Region AWWMA, Fairbanks, AK, (January 18, 2006).
 42. Pollen, M.R., “State of the World of Water – A Commentary on Current Events in the Water and Wastewater Industry in Alaska,” presentation to the Alaska Miners Association (AMA),

- Fairbanks, AK (April 14, 2006, updated and presented again to the AMA on May 15, 2009 and April 2, 2010)
43. Pollen, M.R., “Mike Pollen’s Pi Eating Contest – An Intermediate Water and Wastewater Math Workshop,” presented at the AWWMA Annual Conference, Anchorage, AK (May 5, 2009)
 44. Pollen, M.R., “Introduction to Membrane Water Treatment Systems,” 1.6-CEU water treatment system operations course developed for the ADEC (February 2010)
 45. Pollen, M.R., “Advanced Topics in Wastewater Treatment,” 1.6-CEU advanced level wastewater treatment operations course developed for the ADEC (November 2010)
 46. Pollen, M.R., “Alaskan Wastewater Treatment Systems – Intermediate Training,” 3.0-CEU operations course developed for the ADEC (2011)
 47. Pollen, M.R., “Disinfection By-Products: History, Chemistry, and Challenges for Water Systems,” presentation to the AWWMA Annual Conference, Anchorage, AK (April 28, 2011)
 48. Pollen, M.R., Federico Garcia, Ryan Rowe, Monitoring Water Quality, Presentation at World Water Summit V, Water and Sanitation Rotary Action Group, Lisbon, Portugal (June 21, 2013)
 49. Pollen, M.R., “Understanding Water,” keynote address to the AWWMA Annual Conference, Juneau, AK (April 22, 2014)
 50. Pollen, M.R., “Membrane Technology in Alaska: The Future is Here! (Membrane Process Theory, Development History, and Equipment Configurations),” workshop presented at the AWWMA Annual Conference, Juneau, AK (April 23, 2014)
 51. Pollen, M.R., Bill Boyd, Past Rotary International President, “The D5010 (Alaska) School Sanitation Project in Rural Belize”, presentation at the Rotary Zone 25/26 Institute, Santa Barbara, CA (November 12, 2016)
 52. Pollen, M.R., “Introduction to Water Treatment,” Level 1 water treatment systems operator training course developed for the ADEC (November 30, 2019)
 53. Pollen, M.R., “Intermediate Water Treatment,” Level 2 water treatment systems operator training course developed for the ADEC (December 31, 2019)
 54. Pollen, M.R., “Water Distribution Systems, Level 1 and 2.” water distribution system operations training course developed for the ADEC (November 30, 2019)

PROFESSIONAL/SERVICE AFFILIATIONS & AWARDS

Alaska Water & Wastewater Management Association
President, 1988-89
Select Society of Sanitary Sludge Shovelers, 1983

“Understanding Water”

American Water Works Association

Alaska Section Chairman, 1988-89
National Director, 1990-93
George Warren Fuller Award, 1989
AWWA Life Member 2015

Fairbanks North Star Borough Air Pollution Control Commission
Commissioner, 1998-2011, 2015-current

North Slope Environmental Achievement Award
Individual Category - Honorable Mention, 1993

Rotary Club of Fairbanks
Member, 1999-Present
President, 2014-2015

Rotary District 5010 (Alaska/Yukon)

Group Study Exchange Team Leader to Taiwan, May 2008
Northern Region Assistant Governor, 2016-2019
Rotary President-Elect Training Seminar (PETS) Training Leader, Seattle, WA, 2019-2020
District 5010 District Governor Designate, 2021

Rotary International

Rotary International Foundation Bequest Society, 2006
Rotary International Foundation Major Donor, 2009
Water and Sanitation Rotary Action Group – founding member

State of Alaska Governor’s Water and Wastewater Works Advisory Board
Director, 1998-Present

Totem Ocean Trailer Express Community Advisory Board
Board Member, 2009-2013

Water Environment Federation (WEF) (*Formerly Water Pollution Control Federation*)

WEF Director, 1984-1987
Executive Committee, 1986-87, 1992-96
Laboratory Technical Practices Committee, 1986-1991
Chairman, 1988-91
WEF Vice-President, 1992-93
WEF President-Elect, 1993-94
WEF President, 1994-95
Water Environment Research Foundation, Director, 1992-1996

“Understanding Water”

Water Environment Federation & WEF-Related Awards and Honors:

- Alaska State Legislature Citation for Water Environment Federation Service, 1994
- Fairbanks North Star Borough Mayoral Proclamation for WEF Service, 1994
- WEF Arthur Sydney Bedell Award, 1995
- WEF Life Member, 2016
- WEF Fellow, 2020

OTHER AWARDS AND RECOGNITIONS

Midnight Sun Council, Boy Scouts of America, Fairbanks Distinguished Citizens of the Year (Mike & Peggy Pollen), 2014

INTERIM WATER QUALITY SOLUTIONS

1/26/2021

BACKGROUND

- Over the last 5 years our quarterly test results have shown an increase in disinfection byproducts in the fall
 - August 2015-2019 HAA5 avg. 65.8. August 2020: 179.1
 - November 2015-2019 avg. 73.2. November 2020: 70
 - February 2015-2019 avg 54.26 (2020: 26)
 - May 2015-2019 avg. 45.2 (2020: 44)
 - 60 PPB is the regulatory limit for HAA5
- DBP are a result of the reaction between chlorine and organic material in the water
- 2018 information was presented to the assembly. Once the decision was made to move forward with a new WTP, discussions on these solutions slowed down
- Since August we have increased testing and slowed the flow of the plant to increase contact time with the ozone
- In 2017 we began plunging filters
- Various other options were explored in the past and found to not be feasible. (Forsta filter for the roughing filter was abandoned because it wasted a lot of water and the lab couldn't tell us a difference in how much solids were being removed between the 5 micron and 10 micron screen. Expanding the slow sand filters was also found to be cost prohibitive).

4 POTENTIAL OPTIONS/SOLUTIONS

- Cleaning/replacing sand in the slow sand filters
- Replacing the ozone diffusion with ozone injection or using a combination of the 2
- Install a Carbon Filter- pre or post filtration
- Implement a Flushing system

CLEANING/REPLACING SAND

Pros

- Better filtration
- Does not require engineered drawings, building modifications or DEC approval

Cons

- Labor intensive- enclosed space that requires a lot of man hours
- Cost prohibitive- new sand= \$1,000,000. clearitas cleaning chemicals=\$57,000 for a 1 year supply (2017)
- Temporary- should be replaced every 5 years. Over the years we have added media to low filters
- Clean sand mostly improves flow. Filters are used in a mechanical fashion, as a result filters do not age long enough because they get plugged up due to poor roughing filter performance. The necessary biofilm is never established
- Coagulants and filter aids: requires building modification (catch and settling basin), raises point value 23 points. We are currently at 46 points. Level 4 WTP= 77 points. DAF will provide the same outcome.

OZONE INJECTION VS OZONE DIFFUSION

Pros

- Consistently more effective: 95% compared to 80-95% (diffusion effectiveness decreases with age)
- More effective due to improved ozone transfer and higher ozone concentration (provides a more thorough mix of bubbles into the liquid)
- Very similar system to what we have currently
- Could save money over time in energy cost (\$9,000-\$18,000 per year)

Cons

- Initial cost and implementation (2017 price of \$5,620.00) Price does not include motor starters, plumbing, hardware or installation
- Need an engineered drawing and DEC approval
- During slow flow there could be more gas off in the roughing filter as there is too much ozone
- The department has gone back and forth on this option in the past

CARBON FILTER- 2 TYPES: GAC SANDWICH (SLOW SAND FILTER/ROUGHING FILTER, PRE FILTRATION) OR PRESSURE FILTER (CLEARWELL, POST FILTRATION)

Pros

- Already have an approved drawing for a raised filter bed in the roughing filter
- Very effective form of treatment

Cons

- Requires building modifications pre or post filtration, driving up cost
- Oxygen depletion danger
- Requires pilot test and engineered drawings and DEC approval- would need to determine the proper flow, media sizing, media bed thickness

FLUSHING SYSTEM- 2 TYPES: CONVENTIONAL AND CONTINUOUS BLOWOFF/SPOT FLUSHING

Pros

- Removes organics in the system
- Replaces water that has been in the distribution system for an extended time
- More hands on- likely leads to better maintenance
- Inexpensive

Cons

- Temporary benefit
- Many risks- strain on infrastructure, lack of water, initial increase in DBP
- Time consuming- whole system = 1 week. 3 hours to turn over Zimovia line
- Lots of planning involved (2006 houses were flooded after low pressure and high pressure lines were crossed)
- Increased burden on the plant- shortened life of filters
- Requires de-chlorination of water (basket with tablets)
- Possible hydraulic constraints
- Inconsistent based on community water needs- may not be possible in the summer time

REVIEW

- Available information has been gathered and reviewed
- Talked with our operators and previous Director about pros and cons of each option
- Options were researched
- Another WTP operator has been contacted
- We need to get updated pricing on all options
- We will need engineered drawings/DEC approval for most options
- Best practice is to do one treatment at a time, gather data and review

CONCLUSION

- Ozone injection and a flushing system seem to be our best options due to cost and ease of implementation
- Depending on the timeline of the new WTP we may want to explore more intensive options like carbon filters or cleaning/replacing the sand.

QUESTIONS???

Item e.

**CITY & BOROUGH OF WRANGELL, ALASKA
BOROUGH ASSEMBLY AGENDA STATEMENT**

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	March 9, 2021
	<u>Agenda Section</u>	13

RESOLUTION NO. 03-21-1568 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE FY 2021 BUDGET IN THE WATER FUND BY TRANSFERRING \$4,849.92 FROM WATER FUND RESERVES TO THE WATER PROFESSIONAL/CONTRACTUAL SERVICES ACCOUNT AND AUTHORIZING ITS EXPENDITURE FOR THE NTL ALASKA INTERIM WATER QUALITY SOLUTIONS INSPECTION AND TRAINING

SUBMITTED BY:

Tom Wetor, Public Works Director

FISCAL NOTE:

Transfer Required: \$4,849.92

FY 20: \$	FY 21: \$4,849.92	FY22: \$
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Amount Budgeted:

FY21 \$24,599.58 + \$300.00

Account Number(s):

72000 302 7519

Account Name(s):

Water Professional/Contractual Services

Unencumbered Balance(s) (prior to expenditure):

\$24,599.58 + \$300.00 Prior to resolution

Reviews/Approvals/Recommendations

<input type="checkbox"/>	Commission, Board or Committee
Name(s)	
Name(s)	
<input type="checkbox"/>	Attorney
<input type="checkbox"/>	Insurance

ATTACHMENTS: 1. Resolution No 03-21-1568 2. CBW Water Treatment Project Budget

RECOMMENDATION MOTION:

Move to Approve Resolution No. 03-21-1568.

SUMMARY STATEMENT:

This resolution provides the additional funding necessary to cover the cost of the professional services agreement on the agenda prior to this resolution. The full amount of the funding needed for the agreement with NTL is \$29,749.50.

The FY 2021 Budget included \$25,000 in the Water Fund Budget for Professional and Contractual expenses. Only \$400.42 of that has been expended. The remaining \$24, 599.58 will be put toward this contract. Additionally, \$300 remaining in the Training Budget will also be used toward this contract. That leaves the \$4,849.92 being requested in this transfer resolution.

The Water Fund currently has reserves in the amount of \$667,633.

CITY AND BOROUGH OF WRANGELL, ALASKA

RESOLUTION NO. 03-21-1568

A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA AMENDING THE FY 2021 BUDGET IN THE WATER FUND TRANSFERRING \$4,49.92 FROM WATER FUND RESERVES TO WATER FUND PROFESSIONAL/CONTRACTUAL SERVICES ACCOUNT AND AUTHORIZING ITS EXPENDITURE FOR THE NTL ALASKA INTERIM WATER QUALITY SOLUTIONS INSPECTION AND TRAINING

WHEREAS, the Borough has had issues with disinfectant byproduct levels in treated water; and

WHEREAS, in an effort to understand the root cause of these issues and identify potential solutions the assistance of a consultant is being used; and

WHEREAS, the consultant will review the treatment process and offer recommendations for improvement; and

WHEREAS, the consultant will provide continuing education unit training to staff while in Wrangell; and

WHEREAS, funding for this effort was not included in the FY 2021 Budget so a transfer from reserves is necessary to combine with unspent budgeted funds to cover this expenditure.

NOW, THEREFORE, BE IT RESOLVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, that:

Section 1: The FY 2021 Budget in the Water Fund is amended to reflect an increase in transfer of funds in the amount of \$4,849.92 from Water Fund Reserves to Water Fund Professional/Contractual Services account 72000 302 7519 for the NTL Interim Water Quality Solutions Inspection and Training and authorize the Borough Manger to approve expenditures.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA this 9th Day of March 2021.

CITY & BOROUGH OF WRANGELL, ALASKA

Stephen Prysunka, Mayor

ATTEST: _____
Kim Lane, Borough Clerk



NTL ALASKA, INC.

1606 Heather Drive
Fairbanks, AK 99709
(907) 452-6852 fax (855) 751-1984
www.ntlalaska.net

CONSULTATION SERVICES PROJECT BUDGET ESTIMATE

CITY AND BOROUGH OF WRANGELL

PO Box 531

Wrangell, AK 99929

Attn: Tom Wetor, Director of Public Works

Quotation date: 12-Feb-21

Consultation Services to Address Disinfection By-Product (DBP) Exceedences in the CBW Water Treatment System

Review and assess current water treatment operations practices

Review and assess CBW understanding of the root causes behind DBP water quality issues

Review and assess proposed interim water quality solutions

Site visit to Wrangell to gather additional project data and to directly observe the WTP operations practices

Water Treatment Process Monitoring Class (16 hours = 1.6 CEU) conducted during site visit, 7 attendees

Advise on additional interim solutions that can be taken to improve WTP operations and DBP compliance

Advise on any recommended modifications that can make improvements to other current operations

Service	Unit	Rate	Quantity	Amount
M. Pollen, Review and Assessment of Data	hour	205.00	40.00	8,200.00
M. Pollen, Site Visit Travel Time	hour	165.00	16.00	2,640.00
M. Pollen, Training Program Preparation	hour	205.00	4.00	820.00
Training Program Materials/Attendee	each	75.00	7.00	525.00
M. Pollen, Site Visit & Lab Training Program	day	2,050.00	3.00	6,150.00
Site visit equipment (lab and training materials)	job	200.00	1.00	200.00
M. Pollen, Preparation of Report	hour	205.00	24.00	4,920.00
Administrative	hour	105.00	8.00	840.00
Travel Expenses, Estimated	Cost	2,000.00	1.00	2,750.00
Subtotal:				27,045.00
Project Contingency:	10%			2,704.50
Total Not to Exceed Budget:				29,749.50

Notes: The sit visit is tentatively planned for mid April 2021.

Travel direct expenses will be invoiced at actual cost.

We request authorization to reallocate charges as needed to complete the project within the total quoted budget.

This quote is valid for 90 days from the quotation date.

NTL Alaska, Inc.

Michael R. Pollen, President

WEF Fellow

**CITY & BOROUGH OF WRANGELL, ALASKA
BOROUGH ASSEMBLY AGENDA STATEMENT**

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	March 9, 2021
	<u>Agenda Section</u>	13

RESOLUTION NO. 03-21-1569 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA AMENDING THE BUDGET IN THE INDUSTRIAL CONSTRUCTION FUND TRANSFERRING \$3,000 FROM INDUSTRIAL CONSTRUCTION FUND RESERVES TO INDUSTRIAL CONSTRUCTION FUND PROFESSIONAL/CONTRACTUAL SERVICES ACCOUNT AND AUTHORIZING ITS EXPENDITURE FOR THE ARMORY BUILDING HAZARD MATERIALS ASSESSMENT AND ARMORY PROPERTY APPRAISAL

SUBMITTED BY:

Amber Al-Haddad, Capital Facilities Director
Lisa Von Bargen, Borough Manager

<u>FISCAL NOTE:</u>		
Expenditure Required: \$3,000		
FY 20:	FY 21: \$3,000	FY22:
Amount Budgeted:		
\$0		
Account Number(s):		
52000 000 7519		
Account Name(s):		
Professional /Contractual Services		
Unencumbered Balance(s) (prior to expenditure):		
\$337,750 (Industrial Construction Fund Reserves)		

<u>Reviews/Approvals/Recommendations</u>	
<input type="checkbox"/>	Commission, Board or Committee
Name(s)	
Name(s)	
<input type="checkbox"/>	Attorney
<input type="checkbox"/>	Insurance

ATTACHMENTS: 1. Resolution No. 03-21-1569

RECOMMENDATION MOTION:
Move to approve Resolution No. 03-21-1569.

SUMMARY STATEMENT:

Building Hazardous Materials Survey

The City and Borough of Wrangell plans to dispose of the property located at 101 Second Avenue, known as the National Guard Armory (Armory) building/property.

With the understanding that there was asbestos earlier identified by the State of Alaska in the floor tile, staff were advised by Borough counsel that the Borough can limit future liability by disclaiming that the property is sold "AS IS" without warranties, and include a specific disclaimer related to the Hazardous Materials in the building.

The Armory building received a Hazardous Materials Survey similar to, and at the same time as, the on-site Haz-Mat Surveys at the Public Safety Building and the Wrangell Medical Center in September 2020, to take advantage of the Haz-Mat survey personnel in Wrangell. The Survey report was received in late December 2020, and the invoice for the work was received in late February 2021. The cost of the Haz-Mat Survey for the Armory building is \$5,254.06.

There is a \$4,947 surplus of FY21 budgeted funds in the Survey account of the Industrial Construction Fund budgeted for the Marine Service Center ROW survey, which will be transferred from Account 52000 000 7515 to Account 52000 000 7519 by way of an internal finance department budget amendment to cover the majority of the Haz-Mat Survey. Considering the survey expense of approximately \$5,254, a budget amendment increasing the Professional/Contractual Services Account 52000 000 7519 funds by \$500 would provide the shortfall in funding necessary to cover the total expense of the Armory building Hazardous Materials Survey.

Property Appraisal

An RFP was issued on March 3, 2021 for commercial property appraisal for the property located at 101 Second Avenue, known as the former National Guard Armory property, owned by the Borough. Staff estimates the cost of this appraisal at \$2,500. A budget amendment is requested to increase the Professional/Contractual Services Account 52000 000 7519 funds by an additional \$2,500 to cover the cost of expense of the Armory property appraisal.

Resolution 03-21-1569 amends the FY21 Budget in the Industrial Construction Fund to reflect an increase in transfer of funds in the total amount of \$3,000 from Industrial Construction Fund Reserves to the Industrial Construction Fund Professional/Contractual Services account 52000 000 7519 and authorize expenditures.

The funding for this activity is being spent from the Industrial Construction Fund because the revenue from the sale of the Armory Building and Property will go into the Industrial Construction Fund for later use toward development and sale of other industrial and commercial property.

CITY AND BOROUGH OF WRANGELL, ALASKA

RESOLUTION NO. 03-21-1569

A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA AMENDING THE FY 2021 BUDGET IN THE INDUSTRIAL CONSTRUCTION FUND TRANSFERRING \$3,000 FROM INDUSTRIAL CONSTRUCTION FUND RESERVES TO INDUSTRIAL CONSTRUCTION FUND PROFESSIONAL/CONTRACTUAL SERVICES ACCOUNT AND AUTHORIZING ITS EXPENDITURE FOR THE ARMORY BUILDING HAZARD MATERIALS ASSESSMENT AND ARMORY PROPERTY APPRAISAL

WHEREAS, the City and Borough of Wrangell plans to to dispose of the property located at 101 Second Avenue, known as the National Guard Armory (Armory) building/property; and

WHEREAS, the City and Borough of Wrangell performed a Hazardous Materials Survey to be able to disclose potential Hazardous Materials concerns when advertising the Armory building for sell; and

WHEREAS, the Armory building received a Hazardous Materials Survey similar to and at the same time as the on-site Haz-Mat Surveys at the Public Safety Building and the Wrangell Medical Center in September 2020, to take advantage of the survey personnel in Wrangell; and

WHEREAS, there is a \$4,947 surplus of FY21 budgeted funds in the Survey Account 520000 000 7515 of the Industrial Construction Fund which will be transferred, through an internal budget adjustment, to the Professional/Contractual Services Account 52000 000 7519. The Armory Haz-Mat expense is \$5,254.06, and a budget amendment increasing the Professional/Contractual Services Account 52000 000 7519 funds by \$500 would cover the balance of the expense of the Armory building Hazardous Materials Survey; and

WHEREAS, the Borough plans to have a commercial property appraisal performed for the property located at 101 Second Avenue, known as the former National Guard Armory property. A budget amendment is requested to increase the Professional/Contractual Services Account 52000 000 7519 funds by \$2,500 to cover the cost of expense of the Armory property appraisal.

NOW, THEREFORE, BE IT RESOLVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, that:

Section 1: The FY 2021 Budget in the Industrial Construction Fund is amended to reflect an increase in transfer of funds in the amount of \$3,000 from Industrial Construction Fund Reserves to the Industrial Construction Fund Professional/Contractual Services account 52000 000 7519 for Armory building Haz-Mat Survey and Property Appraisal expenses and authorize the Borough Manger to approve expenditures.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA this 9th Day of March 2021.

CITY & BOROUGH OF WRANGELL, ALASKA

Stephen Prysunka, Mayor

ATTEST: _____
Kim Lane, Borough Clerk

**CITY & BOROUGH OF WRANGELL, ALASKA
BOROUGH ASSEMBLY AGENDA STATEMENT**

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	March 9, 2021
	<u>Agenda Section</u>	15

Executive Session: Discuss and Provide Update of the Status of the Collective Bargaining Negotiations

SUBMITTED BY:

Lisa Von Bargaen, Borough Manager

FISCAL NOTE:

Expenditure Required: \$XXX Total		
FY 20: \$	FY 21: \$	FY22: \$
Amount Budgeted:		
	FY20 \$XXX	
Account Number(s):		
	XXXXX XXX XXXX	
Account Name(s):		
	Enter Text Here	
Unencumbered Balance(s) (prior to expenditure):		
	\$XXX	

Reviews/Approvals/Recommendations

<input type="checkbox"/>	Commission, Board or Committee
Name(s)	
Name(s)	
<input type="checkbox"/>	Attorney
<input type="checkbox"/>	Insurance

ATTACHMENTS: 1) Private Packet

RECOMMENDATION MOTION:
 Move to Approve, Pursuant to AS 44.62.310 (c)(3), that we go into Executive Session, and invite the Borough Collective Bargaining Team, Borough Attorney and Borough Manager, to discuss and provide an update of the status of the Collective Bargaining Negotiations, a matter “which by law, municipal charter, or ordinance” is required to be confidential.

SUMMARY STATEMENT:
 The information will be provided verbally during the Executive Session. There is also a private packet attached.

**CITY & BOROUGH OF WRANGELL, ALASKA
BOROUGH ASSEMBLY AGENDA STATEMENT**

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	March 9, 2021
	<u>Agenda Section</u>	15

Executive Session: Vandebunte Traffic Conviction Appeal Discussion with Borough Attorney

SUBMITTED BY:

Lisa Von Bargaen, Borough Manager

FISCAL NOTE:

Expenditure Required: \$XXX Total		
FY 20: \$	FY 21: \$	FY22: \$
Amount Budgeted:		
	FY20 \$XXX	
Account Number(s):		
	XXXXX XXX XXXX	
Account Name(s):		
	Enter Text Here	
Unencumbered Balance(s) (prior to expenditure):		
	\$XXX	

Reviews/Approvals/Recommendations

<input type="checkbox"/>	Commission, Board or Committee
Name(s)	
Name(s)	
<input type="checkbox"/>	Attorney
<input type="checkbox"/>	Insurance

ATTACHMENTS: None

RECOMMENDATION MOTION:
Pursuant to AS 44.62.310, that we go into Executive Session, and invite the Borough Attorney, the Borough Manager and Police Chief, to discuss the Vandebunte Traffic Conviction Appeal, a matter which by law, municipal charter, or ordinance, are required to be confidential.

SUMMARY STATEMENT:
The information will be provided verbally during the Executive Session. There is a private packet attached for Assembly review.