



City and Borough of Wrangell
Work Session & Borough Assembly Meeting
AGENDA

Tuesday, March 22, 2022

Location: Borough Assembly Chambers

Work Session from 6:00 – 7:00 PM / Regular Assembly Meeting at 7:00 PM

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

a. Discussion on the Insurance Renewal

1. CALL TO ORDER

a. PLEDGE OF ALLEGIANCE led by Assembly Member David Powell

b. CEREMONIAL MATTERS

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. **Resolution No 22-01** of the Wrangell High School Student Government regarding School Funding Contribution

4. AMENDMENTS TO THE AGENDA

5. CONFLICT OF INTEREST

6. CONSENT AGENDA - *Matters listed under the consent agenda are considered to be routine and will be enacted by one motion and one vote. there will be no separate discussion of these items. **If the borough mayor, assembly member, manager, or clerk requests discussion on any item, that item will be removed from the consent agenda and will be considered under unfinished business (no motion is necessary to move an item from the consent agenda).***

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

a. **RESOLUTION No. 03-22-1671** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AUTHORIZING THE SALE OF SURPLUS PROPERTY, SPECIFICALLY A 1983 MACK DUMPTRUCK, ON THE PUBLIC SURPLUS WEBSITE IN CONFORMANCE WITH WRANGELL MUNICIPAL CODE SECTION 5.10.061, DISPOSAL OF SURPLUS PROPERTY, AND THE SURPLUS ADMIN POLICIES & PROCEDURES

b. **RESOLUTION 03-22-1672** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AUTHORIZING THE CONVEYANCE OF PUBLIC LANDS, PORTION OF PENINSULA STREET RIGHT OF WAY, AS REPLATTED PER BROWN REPLAT, ZONED SINGLE FAMILY RESIDENTIAL, TO DAVID AND LILIA BROWN

c. **RESOLUTION No. 03-22-1673** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, PROVIDING FOR THE AMENDMENT TO THE JOB DESCRIPTION FOR THE POWER GENERATION MECHANIC/OPERATOR AND AMENDING THE UNION WAGE AND GRADE TABLE

- d. **RESOLUTION No. 03-22-1677** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL APPROVING AMENDMENT 0001 OF THE COOPERATIVE AGREEMENT WITH THE U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION FOR THE NON-MOTORIZED TRANSPORTATION SYSTEM PROJECT
- e. **RESOLUTION No. 03-22-1678** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, PROVIDING FOR THE AMENDMENT TO THE JOB DESCRIPTION FOR THE MECHANIC POSITION
- f. Final Plat review of the Brown Replat, a replat of Lot A, Block 84, P.C. Resubdivision (Plat No. 97-16), and the vacation of a portion of Peninsula Street R.O.W., creating Lot A-1, Brown Replat, zoned Single Family Residential, requested by David and Lilia Brown
- g. Minutes from the March 8, 2022 Regular Assembly Meeting
- h. Approve Saturday, May 21, 2022 and Saturday, October 15, 2022 the 2022 Tax Free Days, as allowed under WMC 5.08.060

7. BOROUGH MANAGER'S REPORT

- a. Borough Manager's Report

8. BOROUGH CLERK'S FILE

- a. Borough Clerk's Report

9. MAYOR AND ASSEMBLY BUSINESS

10. MAYOR AND ASSEMBLY APPOINTMENTS

11. PUBLIC HEARING

- a. **RESOLUTION No. 03-22-1674** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA AMENDING THE FEE AND RATE SCHEDULE FOR THE WRANGELL PORT AND HARBOR DEPARTMENT AND IMPLEMENTING A STRUCTURE FOR INCREASING FEES AND RATES
- b. **ORDINANCE No. 1020** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING CERTAIN SECTIONS IN CHAPTER 15.04, WATER, AND ESTABLISHING A NEW PROCESS FOR FEES AND RATES BY REMOVING THE FEES AND RATES FROM THE WRANGELL MUNICIPAL CODE AND ADDING THEM TO A FEE AND RATE SCHEDULE
- c. **RESOLUTION No. 03-22-1675** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, CREATING THE FEE AND RATE SCHEDULE FOR THE WRANGELL WATER DEPARTMENT AND IMPLEMENTING A STRUCTURE FOR INCREASING FEES AND RATES
- d. **ORDINANCE No. 1021** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING SECTIONS 15.08.060 AND 15.08.240 IN CHAPTER 15.08, SEWERS, AND ESTABLISHING A NEW PROCESS FOR FEES AND RATES BY REMOVING THE FEES AND RATES FROM THE WRANGELL MUNICIPAL CODE AND ADDING THEM TO A FEE AND RATE SCHEDULE
- e. **RESOLUTION No. 03-22-1676** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, CREATING THE FEE AND RATE SCHEDULE FOR THE WRANGELL SEWER DEPARTMENT AND IMPLEMENTING A STRUCTURE FOR INCREASING FEES AND RATES

12. UNFINISHED BUSINESS

13. NEW BUSINESS

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

15. EXECUTIVE SESSION

16. ADJOURNMENT



Item a.



February 14, 2022

GROUP BENEFITS PRE-RENEWAL ANALYSIS

City & Borough of Wrangell

Brian Hardy | Erin McNally | Nic Trout
www.usi.com





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Section I

Summaries

City & Borough of Wrangell
Account Summary
July 1, 2022 Renewal Date

Grandfathered Status

PPO, HeritagePlus Medical Plan is Non-Grandfathered

Eligibility

Medical, Dental, Vision

- Class 1: Non-Union 20 Hours per Week, Benefits begin FOM following 30 days.
- Class 2: Union FT Hired before 7/1/11 30 Hours per Week, Benefits begin FOM following 30 days.
- Class 3: Union FT hired after 7/1/11 30 Hours per Week, Benefits begin FOM following 30 days.
- Domestic Partner Yes
- Dependent Children To age 26

Participation **Required**

Medical 75% Ee
Dental 75% Ee
Vision 75% Ee



Section II

Current Rates & Benefits

City & Borough of Wrangell
Medical Plan
Benefit Outline and Cost Summary
July 1, 2022 Renewal Date

Benefit Outline	Current
Carrier	Premera BCBS of AK APS
Plan Type, Name, Network	PPO, HeritagePlus
Deductible (Individual / Family)	\$3,000 / \$9,000
Out-of-Pocket Maximum (Individual / Family)	\$5,000 / \$10,000
Annual HRA Contribution (Individual / Family)	\$2,000 / \$4,000 / \$6,000
Coinsurance (Pref. / Part. / Out)	80% / 60% / 40%
Primary Care Office Visit	\$35 Copay / 60%
Specialist Office Visit	\$35 Copay / 60%
Emergency Room	\$150 Copay / 80% (dw)
Outpatient Lab / X-Ray	80%
Retail Prescription Drug Copays	\$20 / \$40 / \$80 (dw)
Mail Order Prescription Drug Copays	2.5x Retail
Vision	
Adult Exam	\$25 Copay (dw); 1 PCY
Pediatric Exam	\$35 Copay (dw); 1 PCY
Adult Hardware	100% to \$150 (dw); PCY
Pediatric Hardware	100% (dw); 1 PCY

Rates & Total Cost

Employee	20	\$867.14
Employee + Spouse	11	\$1,992.31
Employee + Child(ren)	5	\$1,646.95
Employee + Spouse & Child(ren)	12	\$2,772.09
Total Employees	48	
Max HRA Liability		\$176,000
Annual Premium Total (w/out HRA)		\$969,096

Notes

1. Enrollment provided by Premera, December 2021.
2. The deductible applies unless otherwise noted with 'dw' (deductible waived).

**City & Borough of Wrangell
Dental Plan
Benefit Outline and Cost Summary
July 1, 2022 Renewal Date**

Benefit Outline	Current
Carrier	Premera BCBS of AK APS
Plan Type	PPO
Deductible (Individual / Family)	\$0 / \$0
Annual Maximum	\$1,500
Preventive Services	100%
Basic Services	80%
Major Services	50%
Endodontics / Periodontics	Basic
Implants	Major
Orthodontia	Not Covered
Non-Network	80th UCR
Rate Guarantee	To 7/1/2022

Rates & Total Cost

Employee	20	\$49.25
Employee + Spouse	11	\$107.00
Employee + Child(ren)	5	\$91.42
Employee + Spouse & Child(ren)	12	\$149.17
Total Employees	48	
Annual Total		\$52,910

Notes

1. Enrollment provided by Premera, December 2021.

**City & Borough of Wrangell
Administrative Cost Summary
Benefit Outline and Cost Summary
January 1, 2023 Renewal Date**

Health Reimbursement Account	Current
Administrator	Navia
Rate Guarantee	To 1/1/2023
Enrollment	48
Per Participant Per Month	\$4.60
Renewal / Annual	\$600
Annual Total	\$3,250

Notes

- 1. Enrollment to match medical.



Section III
Compliance

2022 Health & Welfare Compliance Requirements


The following should be carefully reviewed for [plan years that begin in 2022](#). This chart is not exhaustive and does not include many ongoing compliance requirements. Please work with your service team to review USI's full Compliance Checkup for a broader picture of your employee benefits compliance requirements.

This chart also includes temporary changes as a result of the COVID-19 pandemic. Some of these changes expired in 2020 or 2021, unless retroactively extended. Provisions that are no longer relevant have been removed. We will continue to update this tool as necessary.

Temporary Health and Welfare Compliance Requirements Related to the COVID-19 Pandemic

Important Definitions


- Emergency Period.** HHS issued a Public Health Emergency beginning January 27, 2020. This *Emergency Period* is now set to expire **April 16, 2022** ([unless further extended or shortened by HHS](#)).¹
- Outbreak Period.** The *Outbreak Period* started on March 1, 2020. The end date is applied on a participant-by-participant basis and is the earlier of 1) one year after the date the participant was eligible for relief and 2) 60 days after the announced end of the National Emergency.²

✓	Topic	Applies to:	Description
<div style="color: red; font-weight: bold;">General Information Extended to 4/16/22 – Could be longer</div> 	COVID-19 Testing	All group health plans	<p>Temporary: March 18, 2020 through the end of the <i>Public Health Emergency Period</i></p> <p>All group health plans must cover COVID-19 tests and other services resulting in the order for a test without cost-sharing, prior authorization, or medical management.</p> <ul style="list-style-type: none"> ▪ Includes both traditional and non-traditional care settings in which a COVID-19 test is ordered or administered, including drive-through screening and testing sites where licensed healthcare providers are administering COVID-19 diagnostic testing. ▪ Includes at-home testing when ordered by an attending health care provider who has determined the test is medically appropriate. ▪ Includes antibody testing. ▪ No balance billing with respect to the COVID-19 test – does not preclude balance billing for items and services that are not the COVID-19 tests (however state law or other agreements may control). ▪ For OON providers, plan must pay listed cash price (or, negotiated lower price) for the COVID-19 testing (not for other items and services). ▪ Plans must provide coverage for testing without cost-sharing for asymptomatic individuals when the purpose for testing is individualized diagnosis or treatment. Cannot use medical screening criteria to deny (or impose cost-sharing on) a claim for COVID-19 diagnostic testing for an asymptomatic person who has no known or suspected exposure to COVID-19. ▪ Does not include testing for employment or surveillance purposes.

¹ For more information, visit <https://www.phe.gov/emergency/news/healthactions/phe/Pages/default.aspx>

² For purposes of the Outbreak Period, on March 13, 2020, President Trump, in Proclamation 9994, declared a national emergency concerning the COVID-19 pandemic, effective beginning March 1, 2020. A national emergency generally extends for one year. On February 24, 2021, President Biden issued a [Notice](#) continuing the national emergency beyond March 1, 2021, for an effective extension to February 28, 2022. The announced end date of the National Emergency may not be the same date as the end of the Public Health Emergency period announced by HHS. For more information, see USI's National Compliance Update, "[Guidance Issued on Outbreak Period](#)" (February 26, 2021).



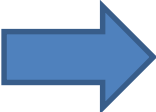
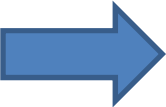
✓	Topic	Applies to:	Description
	<p>Preventive Care – COVID-19 Vaccine</p>	<p>All non-grandfathered group health plans</p>	<p>Permanent</p> <ul style="list-style-type: none"> ▪ Non-grandfathered group health plans must cover, without cost-sharing (both in-network and out-of-network³), <i>qualifying coronavirus preventive services</i> (including immunizations) immediately once the particular vaccine becomes authorized under an Emergency Use Authorization (“EUA”) or approved under a Biologics License Application (“BLA”), and according to the scope of the applicable EUA or BLA.⁴ So far, three vaccines have received this approval: <ul style="list-style-type: none"> – Pfizer BioNTech (full FDA approval on August 23, 2021) – Moderna – Johnson & Johnson ▪ This includes any amendment to the EUA or BLA for a particular vaccine, including the administration of an additional dose to certain individuals, booster doses or the expansion of the age demographic for whom the vaccine is authorized or approved. ▪ Grandfathered group health plans are encouraged to provide similar coverage. ▪ Plans should not deny coverage of a recommended COVID-19 vaccine because the participant or beneficiary is not in the specific category recommended for early vaccination. ▪ The U.S. government has paid for the cost of the vaccine and its distribution. Group health plans will be responsible for paying for the administration of the vaccine. For vaccine administration out-of-network, a group health plan must reimburse providers an amount that is reasonable determined in comparison to prevailing market rates for such service. The amount that would be paid under Medicare is considered reasonable.⁵ Providers are prohibited from balance billing patients. ▪ Self-funded plans may be asked to opt in to covering the administration costs through the medical plan, pharmacy benefit, or both.



³ Must provide out-of-network coverage without cost-sharing during the Public Health Emergency Period for COVID-19


⁴ This change is effective January 5, 2021. Earlier guidance indicated coverage must be provided within 15 business days following an applicable recommendation by the Advisory Committee on Immunization Practices (“ACIP”) and adopted by the CDC. Due to confusion, this timing requirement will only be enforced prospectively.

⁵ Effective for services furnished on or after March 15, 2021, the new Medicare Payment rate for administering a COVID-19 vaccine is approximately \$40 to administer each dose of a COVID-19 vaccine. This means that starting on March 15, 2021, for single dose COVID-19 vaccines, Medicare pays approximately \$40 for its administration. Starting on March 15, 2021, for COVID-19 vaccines requiring multiple doses, Medicare pays approximately \$40 for each dose in the series. Before March 15, 2021, the Medicare payment rate for administering a COVID-19 vaccine was \$28.39 for a single dose. In cases where two or more doses are needed (the expectation for several of the vaccines), the initial rate of administration was \$16.49, and the final dose was \$28.39. These rates will be geographically adjusted. See [Toolkit on COVID-19 Vaccine: Health Insurance Issuers and Medicare Advantage Plans](#) (updated May 14, 2021).



✓	Topic	Applies to:	Description
	<p>Deadline Extensions have expired</p>	<p>All ERISA group health and welfare benefit plans</p> <p>Government plans are encouraged, but not required, to comply</p>	<p>Temporary</p> <p>Must disregard the <i>Outbreak Period</i> for the following:</p> <ul style="list-style-type: none"> ▪ COBRA* <ul style="list-style-type: none"> – Timeframe for the employer to provide a COBRA election notice – 60-day election period for a qualified beneficiary to elect COBRA – COBRA premium payment deadlines (45 days for initial payment, 30-day grace period for ongoing payments) – Deadline to notify the plan of qualifying events or disability determinations ▪ HIPAA Special Enrollment Rights (<i>major medical plans only</i>) <ul style="list-style-type: none"> – 30 days (60 days for Medicaid/CHIP events) to request a special enrollment right due to loss of health coverage or marriage, birth* or adoption* ▪ ERISA Claims Deadlines* <ul style="list-style-type: none"> – Timeframe to submit a claim and appeal of an adverse benefit determination (includes health FSAs and HRAs) <p>For non-grandfathered medical plans, timeframe to request external review and perfect an incomplete request</p> ▪ Example: Joe terminated employment resulting in a loss of group health plan coverage after April 30, 2020. This triggered a COBRA qualified event. Joe would have been required to elect COBRA by June 29, 2020. However, under this relief, Joe has until <u>the earlier of</u> the following dates to timely elect COBRA: <ul style="list-style-type: none"> – June 29, 2021; or – the end of the Outbreak Period <p>Important Note:</p> <ul style="list-style-type: none"> ▪ These deadline extensions may extend beyond the current plan year, in some cases with coverage going into effect retroactively for many months. There are concerns about what gaps in insurance coverage there could be. This may be an issue if the employer changes carriers, including stop loss carriers, at renewal. It is important to review your policies (especially stop loss) to understand whether such coverage would be available. ▪ Consider providing notice regarding the end of the relief period to affected individuals. This may be a best practice in light of the guidance. ▪ Reissue or amend any plan disclosures that were issued prior to or during the pandemic if the earlier disclosures failed to provide accurate information regarding the time in which participants and beneficiaries were required to take action, (e.g., COBRA election notices and claims procedure notices). ▪ ERISA group health plans should consider ways to ensure that participants and beneficiaries who are losing coverage under their group health plans are made aware of other coverage options that may be available to them, including the opportunity to obtain coverage through the Health Insurance Marketplace in their state. <p>* Retroactive application for COBRA, birth, adoption, and claims.</p>
	<p>Revoking Required COVID-19 Changes</p>	<p>Grandfathered health plans</p>	<p>Temporary</p> <p>If a grandfathered plan enhanced benefits related to COVID-19 for the duration of the <i>Emergency Period</i> (for example, added telehealth or reduced or eliminated cost-sharing), the plan will not lose grandfathered status solely because the changes are later reversed when the <i>Emergency Period</i> expires and the terms of the plan that were in effect prior to the <i>Emergency Period</i> are restored.</p>

✓	Topic	Applies to:	Description
		Large employers (at least 51 employees)	<p>Temporary</p> <p>The following are available with respect to plan years that begin before the end of the <i>Emergency Period</i>. (April 16, 2022)</p> <ul style="list-style-type: none"> ▪ Large employers may offer telehealth or other remote care services to employees (and their dependents) <u>who are not eligible for other group health plan coverage offered by the employer.</u> ▪ The arrangements must comply with the prohibition on preexisting condition exclusions, discrimination based on a health status, prohibition on rescissions, and mental health and substance use disorder parity.
	COVID-19 Testing: Employment Practices	Employers with at least 15 employees	<p>Temporary EEOC Guidance (FAQs)</p> <ul style="list-style-type: none"> ▪ <i>Temperature Testing.</i> The Equal Employment Opportunity Commission (“EEOC”) has stated in previous guidance that an employer may take the body temperature of employees during the COVID-19 pandemic. (FAQ. A.3). ▪ <i>Diagnostic Testing.</i> The EEOC has stated that an employer may administer a COVID-19 test before permitting employees to enter the workplace during the COVID-19 pandemic. (FAQ A.6). ▪ <i>Screening.</i> Employers may ask employees who will be physically entering the workplace if they have COVID-19 or symptoms associated with COVID-19 during the COVID-19 pandemic. (FAQ A.8). ▪ <i>Antibody Testing.</i> The Centers for Disease Control and Prevention (“CDC”) and the EEOC are cautioning employers from using antibody testing as part of a return to work strategy (FAQ A.7).

✓	Topic	Applies to:	Description
<p>General Information -</p> 	<p>COVID-19 Vaccine: Employment Practices</p>	<p>Employers with at least 15 employees</p> <p>Special rules apply to Federal Contractors and Entities that are Medicare and Medicaid Certified Facilities</p> <p>Nationwide Stay was lifted</p>	<ul style="list-style-type: none"> ▪ The EEOC issued guidance specific to COVID-19 vaccines. According to the guidance, a mandatory vaccination program may be permissible unless: <ul style="list-style-type: none"> – a disability prevents the employee from taking the vaccine (ADA); or – an employee’s sincerely held religious belief, practice, or observance prevents him from taking the vaccine (GINA, Title VII). ▪ Pre-screening questions related to the administration of the vaccine may be impermissible disability related inquiries under the ADA unless job-related and consistent with business necessity. Exceptions for voluntary programs⁶ and administration by a non-contracted third party. ▪ Must offer a reasonable accommodation for those with disability or religious objection. ▪ Incentives are permissible. <ul style="list-style-type: none"> – Exception: If the employer (or the employer’s agent) administers the vaccine then the incentive cannot be substantial as to the employee, and no incentive is permitted with respect to family members of the employee. ▪ Incentives offered under a group health plan will need to comply with HIPAA health contingent wellness program requirements for activity-only programs. ▪ OSHA issued an Emergency Temporary Standard (“ETS”) requiring employers with at least 100 employees to adopt a mandatory vaccination policy or for unvaccinated workers, weekly testing and masking. ▪ New effective dates. Requirements are effective January 10, 2022, except the weekly testing requirements which is in effect February 9, 2022. <ul style="list-style-type: none"> – Nationwide stay lifted. 6th Circuit Court of Appeals dissolved nationwide stay barring OSHA from enforcing the ETS. Decision appealed to the Supreme Court who will likely be the final word on the validity of the requirement. – Under OSHA’s interpretation, the ETS preempts state laws and other agreements (e.g., collective bargaining agreements) that limit an employer’s ability to mandate COVID-19 vaccinations, testing or masking. ▪ Employers that are federal contractors or Medicare and Medicaid certified facilities must ensure their employees are fully vaccinated (subject to reasonable accommodations under the ADA and Title VII). <ul style="list-style-type: none"> – Legal challenges to invalidate mandates are ongoing.

⁶ Meaning that employees can choose whether or not to get the COVID-19 vaccine from the employer or its agent.



✓	Topic	Applies to:	Description
<p>General Information -</p> <p>New FSA Health Rollover max or 2022 is \$570</p>	<p>Election and Plan Design Changes</p>	<p>Health FSA</p>	<p>Temporary and Required.</p> <ul style="list-style-type: none"> ▪ Claims deadlines for a health FSA that occur during the <i>Outbreak Period</i> are disregarded and any submission deadline applies as of the end of the <i>Outbreak Period</i>. <ul style="list-style-type: none"> – Includes any appeals <p>Permanent and Optional</p> <ul style="list-style-type: none"> ▪ Inflation adjustment for health FSA carryovers. Health FSA carryover may increase to \$550 (versus \$500) for 2020 plan years (amount carried over into 2021). Plan amendment and notification required. See Year End Health FSA & DCAP Relief for information on unrestricted carryover from plan years ending in 2020 and 2021. ▪ Effective for expenses incurred after December 31, 2019, over-the-counter medicines and drugs may be reimbursed through a health FSA without a prescription. Feminine hygiene products can be reimbursed. Plan amendment may be needed. Retroactive amendment to January 1, 2020 permitted.
<p>Expired</p>	<p>Increased DCAP for CY 2021</p>	<p>DCAP</p>	<p>Temporary & Optional</p> <ul style="list-style-type: none"> ▪ For CY 2021, the maximum pre-tax contribution to a DCAP has been increased from \$5,000 to \$10,500 (and from \$2,500 to \$5,250 for married filing individual returns). ▪ Employers must amend the cafeteria plan document to reflect this change not later than the last day of the plan year to which the amendment is effective (for a CY plan, by December 31, 2021). ▪ Maximum DCAP limit is determined on calendar/tax year (not plan year). ▪ For a non-calendar year plan, the increased exclusion amount does not apply to reimbursement of expenses incurred during the portion of the plan year that falls in 2022. In other words, a non-calendar year DCAP generally cannot exclude more than \$5,000 in 2022.
<p>General Information –</p> <p>Only applicable if you have remote employees in one of these states -</p>	<p>State or Local COVID-19-Related Leave</p>	<p>Various</p>	<p>Employers should review whether any state or local laws require additional leave or protections for workers due to COVID-19, notably:</p> <ul style="list-style-type: none"> ▪ Arizona ▪ California ▪ Colorado ▪ District of Columbia ▪ Massachusetts ▪ New Hampshire ▪ New Jersey ▪ New York ▪ Washington <p>A comprehensive discussion or list of these state and local requirements is beyond the scope of this checklist.</p>
			<ul style="list-style-type: none"> ▪




Other Requirements Affecting Health and Welfare Plans

✓	Topic	Applies to	Description
<p>Delayed to 7/1/2022.</p> <p>Fully Insured – carriers will provide</p>	Transparency in Coverage – Machine-Readable Files	Non-grandfathered medical plans	<p>Plans and carriers must make public three machine-readable files disclosing (1) in-network rates, (2) out-of-network (“OON”) allowed amounts and billed charges, and (3) negotiated rates and historical net prices for covered prescription drugs.</p> <p>Original effective date – plan years beginning on or after January 1, 2022 – <i>delayed</i>.</p> <p>Enforcement Relief:</p> <ul style="list-style-type: none"> ▪ Requirement to publish (1) and (2) above delayed until July 1, 2022. <ul style="list-style-type: none"> – For a plan year that begins between January 1, 2022 and July 1, 2022, files should be published by July 1, 2022. – For plan years that begin after July 1, 2022, files should be posted in the month in which the plan year begins. ▪ Requirement to publish machine-readable files for prescription drugs (3) delayed pending further rulemaking. <p>Plan sponsors should confirm whether carriers and/or TPAs will prepare and publicly post files as required under the law.</p>
General Information	Transparency in Coverage (“TiC”) – Price Comparison Tools (including CAA ⁷ requirements)	All group medical plans ⁸	<p>For plan years that begin on or after January 1, 2023, plans must provide for the disclosure of cost sharing information in advance of receiving care through an internet-based self-service tool, in paper form or by telephone (added by CAA).</p> <p>The initial compliance deadline applies to 500 identified items and services. Full compliance required for plan years beginning on or after January 1, 2024.</p> <p>The CAA included similar disclosure requirements that are largely duplicative and set to take effect for plan years beginning on or after January 1, 2022. Enforcement of CAA requirements are deferred until the first plan year on or after January 1, 2023 to align with the TiC rules.</p> <p>Plans are encouraged to continue to make existing price comparison tools available to participants and beneficiaries and works toward full compliance.</p>

⁷ Consolidated Appropriations Act, 2021.

⁸ While the specific transparency in coverage price comparison regulations only apply to non-grandfathered plans, based on guidance in FAQ 49 the requirements under the CAA are largely duplicative and will apply to all group health plans (regardless of grandfathered status).




✓	Topic	Applies to	Description
	No Surprises Act (“NSA”) – Balance billing protection	All group medical plans	<p>Applies to group health plans that begin on or after January 1, 2022.</p> <ul style="list-style-type: none"> ▪ Self-funded plans are subject to the NSA unless the self-funded plan chooses to “opt-in” to an available state program. ▪ Fully insured plans are subject to the NSA unless state law⁹ or the All-Payer Model Agreement¹⁰ applies. <p>With respect to OON emergency services, non-emergency services furnished by an OON provider in an in-network facility and OON air ambulance services, the NSA requires the services be provided:</p> <ul style="list-style-type: none"> ▪ without cost-sharing requirements that are greater than those that would apply if the services were provided in-network; ▪ by calculating cost-sharing requirements as if the total amount that would have been charged for the services were equal to the “recognized amount” for such services; and ▪ by counting any cost-sharing payments toward any in-network deductible or out-of-pocket maximum (“OOPM”) (including the annual limit on cost-sharing). <p>There is a prescribed process for plan and payer payment, including an Independent Dispute Resolution (“IDR”) process when the payment is disputed.</p> <p>Notice requirement. Plans must make publicly available, post on a public website of the plan or issuer and include on each EOB for an item or service with respect to which the NSA applies a notice of the protections under the NSA.</p> <p>Emergency services: Final rules clarify that a determination of what constitutes an emergency medical condition cannot be based on final diagnosis code. Rather all pertinent documentation must be considered and should focus on the presenting symptoms.</p> <p>Air Ambulance Disclosure. Plans must submit data regarding air ambulance services on a calendar year (“CY”) basis for 2022 and 2023 within 90 days of the end of the calendar year.</p> <ul style="list-style-type: none"> ▪ For CY 2022, by <u>March 31, 2023</u>, regardless of plan year. ▪ For CY 2023, by March 31, 2024 regardless of plan year. <p>Plan sponsors should discuss compliance with carriers/TPAs. For additional details, see USI’s National Compliance Update, First Guidance on Surprise Medical Billing Issued (July 22, 2021).</p>
Carriers will handle.	Continuity of Care	All group medical plans	<p>For plan years beginning on or after January 1, 2022, a patient in a course of treatment¹¹ with an in-network provider/facility that becomes OON must be notified and given an opportunity to receive coverage on the same terms for up to 90 days.</p> <p>Regulations are expected, but not until after January 1, 2022. Plans should implement this requirement using good faith, reasonable interpretation of the statute.</p>

⁹ According to the regulations, states that have enacted balance billing protections include Arizona, Colorado, Delaware, Indiana, Iowa, Maine, Massachusetts, Minnesota, Mississippi, Missouri, New Mexico, North Carolina, Pennsylvania, Rhode Island, Texas, Vermont, and Washington.

¹⁰ The All-Payer Model Agreement (“APMA”) under Sec. 1115A of the Social Security Act. According to the regulations, Maryland, Pennsylvania and Vermont use the APMA.




¹¹ Generally, this provision applies to serious and complex conditions, pregnancy, terminal illness, individuals undergoing a course of institutional or inpatient care, or scheduled to undergo nonelective surgery (or post-operative care related to the surgery).



✓	Topic	Applies to	Description
	ID Cards Transparency	All group medical plans	<p>For plan year beginning on or after January 1, 2022, group health plan ID cards (physical or electronic) must include (in clear writing):</p> <ul style="list-style-type: none"> ▪ Any applicable deductibles ▪ Any applicable out-of-pocket maximum limitations, and ▪ A telephone number and website address for individuals to seek consumer assistance. <p>Regulations are expected, but not until after January 1, 2022. Plans should implement this requirement using good faith, reasonable interpretation of the statute. The Departments will not deem a plan out of compliance where the ID card is issued to participants and beneficiaries with the following:</p> <ul style="list-style-type: none"> ▪ the applicable major medical deductible and applicable out-of-pocket maximum, ▪ a telephone number and website address for consumer assistance, and to access additional applicable deductibles and maximum out-of-pocket limits (including a QR code on the ID card).
	Good Faith Estimate (“GFE”) and Advance EOBs	Providers and facilities (“GFEs”) and all group medical plans (Advance EOBs)	<ul style="list-style-type: none"> ▪ Upon the scheduling of items or services (or upon patient request) providers are required to (1) inquire whether the individual has health insurance coverage and (2) provide GFE of the expected charges for furnishing those items and services to the group health plan. ▪ The group health plan, after receiving the GFE, must send the participant or beneficiary an Advance EOB.¹² <p>Enforcement Relief. While set to take effect for plan years beginning on or after January 1, 2022, enforcement has been deferred until further guidance is issued, including establishing appropriate data transfer standards between providers and plans. Any future guidance will include a prospective applicability date to provide additional time for compliance.</p>
	Prohibition on Gag Clauses on Price and Quality Data	All group medical plans	<p>Plans and carriers may not enter into an agreement with a provider, network, TPA or other service provider offering access to a network of providers that directly (or indirectly) restricts the plan from:</p> <ul style="list-style-type: none"> ▪ providing provider-specific cost or quality of care information or data; ▪ electronically accessing de-identified claims and encounter data for each participant or beneficiary; and ▪ sharing such information, consistent with applicable privacy regulations. <p>Disclosure. Annually plans must submit an attestation of compliance. Future guidance expected as to how plans will submit this information and collection will begin in 2022.</p> <p>Plans should implement this requirement using good faith, reasonable interpretation of the statute.</p>


¹² Specifically, the Advance EOB must include:

- the network status of the provider or facility;
- the contracted rate of the item or service;
- the good faith estimate received from the provider;
- a good faith estimate of the amount the plan is responsible for paying for the item or service and the amount of any cost-sharing the individual will be responsible for paying; and
- disclaimers explaining whether the item or service is subject to any medical management techniques.

✓	Topic	Applies to	Description
	Provider Directories	All group medical plans	<p>For plan year beginning on or after January 1, 2022, group health plans must update and verify the accuracy of provider directory information (every 90 days) and establish a protocol for responding to requests by telephone and email from a member about a provider's network participation status.</p> <p>Members who are provided with inaccurate information by the plan or issuer under the required provider directory or response protocol that stated that the provider or facility was a participating provider or facility, the plan or issuer cannot impose a cost-sharing amount that is greater than the in-network cost-sharing amount and must count cost-sharing amounts toward any in-network deductible or in-network out-of-pocket maximum.</p> <p>Regulations are expected, but not until after January 1, 2022. Plans should implement this requirement using good faith, reasonable interpretation of the statute.</p>
	Pharmacy Benefits and Cost Reporting	All group medical plans	<ul style="list-style-type: none"> ▪ Effective December 27, 2021, group health plans and carriers will be required to report annually to the government specific information on pharmacy benefits and costs. ▪ This includes the 50 most common brand dispensed prescriptions, the 50 most costly drugs, and the 50 drugs with the greatest year-over-year costs. This is in addition to other information including the impact of rebates on premiums and out-of-pocket costs. ▪ Reporting for calendar year 2020, 2021 is due by December 27, 2022. ▪ For subsequent calendar years reporting is due by the following June 1 (e.g., 2022 report will be due June 1, 2023). Fully insured plans may enter into a written agreement with their carriers to transfer responsibility and liability for reporting to the carrier (recommended). ▪ Self-funded plans may enter into a written agreement with their TPAs or PBMs to fulfill reporting function on behalf of the plan, however plan (and plan sponsor) remain liable for failures.
	Status of ACA	All employers	<ul style="list-style-type: none"> ▪ The Affordable Care Act ("ACA") remains the law of the land. IRS and other agencies continue to enforce the various requirements. There are legal efforts to repeal the ACA in the federal court system. On December 14, 2018, a Texas court invalidated the entire ACA. On December 18, 2019, the Fifth Circuit found the Individual Mandate unconstitutional, but did not rule on the remainder of the ACA. The ruling was appealed to the Supreme Court who heard the case in November 2020. A ruling determined that the plaintiffs had no standing. ▪ Employers, especially those with group health plans, should continue to monitor and comply with various requirements.
	Grandfathering	Grandfathered medical plans	<ul style="list-style-type: none"> ▪ Employers should revisit grandfathered status requirements, weighing the restrictions of remaining grandfathered against the additional requirements that apply to non-grandfathered plans. ▪ An employer must look back to the coverage in effect on March 23, 2010 to know whether a change results in a loss of this status. ▪ If grandfathered status is retained, provide appropriate notice to participants and beneficiaries in all materials describing the group health plan and maintain records documenting the retention of this status for as long as it is claimed. ▪ Once grandfathered status is lost, even if inadvertently, it cannot be regained. This is true even if the defect causing the loss of grandfathered status can be cured.

This summary is intended to convey general information and is not an exhaustive analysis. This information is subject to change as guidance develops. USI does not provide legal or tax advice. For advice specific to your situation, please consult an attorney or other professional.





✓	Topic	Applies to	Description
	Cost-sharing limits	Non-grandfathered medical plans	For plan years beginning on or after January 1, 2022 , non-grandfathered plans cannot impose out-of-pocket limits on EHBs that exceed the following limits: <ul style="list-style-type: none"> ▪ \$8,700 for self-only coverage; and ▪ \$17,400 for coverage other than self-only. Additionally, with respect to family coverage, an individual out-of-pocket maximum of \$8,700 applies to each person with family coverage.
	Cost-sharing limits	Qualified HDHPs	For plan years beginning on or after January 1, 2022 , qualified HDHPs are subject to the following limits: <ul style="list-style-type: none"> ▪ Minimum deductible: \$1,400 self-only coverage and \$2,800 coverage other than self-only; ▪ Maximum out-of-pocket: \$7,050 self-only coverage and \$14,100 family coverage.¹³
	HSA contributions	HSAs	The maximum contribution to an HSA for calendar/tax year 2022 is: <ul style="list-style-type: none"> ▪ \$3,650 for self-only coverage; ▪ \$7,300 for coverage other than self-only. Account holders who are at least 55 years of age may make a \$1,000 catch-up contribution.
	DCAP Limits	DCAP (dependent care FSA)	The limit for DCAPs will return to \$5,000 for CY 2022 . ¹⁴
	Preventive care	All non-grandfathered group health plans	For plan years beginning on or after January 1, 2021 , various new preventive care benefits must be covered without cost-sharing in-network, including PrEP therapy to persons at high risk of HIV. For a complete list, see USI's July 22, 2021 Compliance Update .
	Preventive items and services	Self-funded qualified HDHPs	Employers should consider adding coverage of new pre-deductible expenses, including beta-blockers, insulin, and inhalers for individuals with chronic conditions.
	Preventive items and services	Employers with religious or moral objection to providing some or all contraceptive services	Employers with sincerely held religious or moral objection to providing some (or all) contraceptives services under the ACA, may be able to exclude such coverage from their group health plans. <ul style="list-style-type: none"> ▪ Litigation in this area is ongoing. ▪ Employers should discuss such exclusions with counsel. ▪ Fully insured plans may be subject to state insurance laws requiring such coverage (and therefore exclusion not permitted).
	Health FSA limits	Health FSAs	For plan years beginning in 2022 , the limit on annual salary reduction contributions to a health flexible spending arrangement ("health FSA") provided under a cafeteria plan is \$2,850 . ¹⁵ <p>Inflation adjustment for health FSA carryovers.</p> <ul style="list-style-type: none"> ▪ A health FSA with a 2022 plan year may carryover up to \$570 (amount carried over into 2023). Plan amendment and notification required. ▪ See the Temporary Compliance Requirements Related to the COVID-19 Pandemic section above for a discussion on temporary changes that can be made to the health FSA and DCAP for plan years ending in 2020 and 2021.

¹³ This is lower than what is required under the ACA. Non-grandfathered HDHPs must follow both sets of out-of-pocket maximum rules.

¹⁴ Draft legislation in the House includes making permanent the CY 2021 \$10,500 limit plus an annual inflation adjustment. Unclear whether this will pass in a final bill. USI is monitoring developments.


¹⁵ For plans beginning in 2020, it was also \$2,750.

✓	Topic	Applies to	Description																										
	PCOR fee	All medical plans and HRAs	<p>Health plans have been assessed an annual fee to fund a Patient-Centered Outcomes Research (PCOR) program.</p> <ul style="list-style-type: none"> Insured plans: Insurance carriers pay the fee directly. Self-insured plans, including HRAs: The employer pays the fee to the IRS each year by July 31 using the 2nd quarter Form 720 (quarter ending 6/30). <p><i>While this fee was scheduled to sunset, legislation signed into law on December 20, 2019 extended the PCOR fee through September 30, 2029 for insured and self-funded plans.</i></p> <p>The next payment is due on August 1, 2022, as follows:</p> <table border="1" data-bbox="721 520 1461 1192"> <thead> <tr> <th>Plan Year</th> <th>Amount of PCOR Fee</th> </tr> </thead> <tbody> <tr><td>February 1, 2020 – January 31, 2021</td><td>\$2.66/covered life/year</td></tr> <tr><td>March 1, 2020 – February 28, 2021</td><td>\$2.66/covered life/year</td></tr> <tr><td>April 1, 2020 – March 31, 2021</td><td>\$2.66/covered life/year</td></tr> <tr><td>May 1, 2020 – April 30, 2021</td><td>\$2.66/covered life/year</td></tr> <tr><td>June 1, 2020 – May 31, 2021</td><td>\$2.66/covered life/year</td></tr> <tr><td>July 1, 2020 – June 30, 2021</td><td>\$2.66/covered life/year</td></tr> <tr><td>August 1, 2020 – July 31, 2021</td><td>\$2.66/covered life/year</td></tr> <tr><td>September 1, 2020 – August 31, 2021</td><td>\$2.66/covered life/year</td></tr> <tr><td>October 1, 2020 – September 30, 2021</td><td>\$2.66/covered life/year</td></tr> <tr><td>November 1, 2020 – October 31, 2021</td><td>\$2.79/covered life/year</td></tr> <tr><td>December 1, 2020 – November 30, 2021</td><td>\$2.79/covered life/year</td></tr> <tr><td>January 1, 2021 – December 31, 2021</td><td>\$2.79/covered life/year</td></tr> </tbody> </table> <p>Note that special rules apply to short plan years.</p>	Plan Year	Amount of PCOR Fee	February 1, 2020 – January 31, 2021	\$2.66/covered life/year	March 1, 2020 – February 28, 2021	\$2.66/covered life/year	April 1, 2020 – March 31, 2021	\$2.66/covered life/year	May 1, 2020 – April 30, 2021	\$2.66/covered life/year	June 1, 2020 – May 31, 2021	\$2.66/covered life/year	July 1, 2020 – June 30, 2021	\$2.66/covered life/year	August 1, 2020 – July 31, 2021	\$2.66/covered life/year	September 1, 2020 – August 31, 2021	\$2.66/covered life/year	October 1, 2020 – September 30, 2021	\$2.66/covered life/year	November 1, 2020 – October 31, 2021	\$2.79/covered life/year	December 1, 2020 – November 30, 2021	\$2.79/covered life/year	January 1, 2021 – December 31, 2021	\$2.79/covered life/year
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	MHPAEA	<p>Employers with more than 50 employees offering group health plan coverage that includes Mental Health and/or Substance Use Disorder (MH/SUD) benefits</p> <p>Non-grandfathered insured plans, including small group coverage</p>	<p>Review the plan to determine whether there are provisions that may raise MHPAEA issues, such as:</p> <ul style="list-style-type: none"> Exclusions of ABA therapy for the treatment of autism as an experimental treatment. Dosage limits on prescription drugs which are more restrictive on MH/SUD conditions than other medical conditions. Exclusion of in-patient or out-patient treatment for eating disorders based on facility type. <p>Review FAQ 39 for additional information: https://www.dol.gov/sites/default/files/ebsa/about-ebsa/our-activities/resource-center/faqs/aca-part-39-proposed.pdf</p> <p>An updated self-compliance tool is now available https://www.dol.gov/sites/dolgov/files/EBSA/laws-and-regulations/laws/mental-health-parity/self-compliance-tool.pdf.</p> <p>Group health plans must conduct a comparative analysis of the design and application of Non-Quantitative Treatment Limits (NQLTs) and provide to the DOL (or participants and beneficiaries) upon request. Further regulations expected. Self-funded plans and/or carveout arrangements (i.e., PBM carveout) will need to work with third-party administrators to determine capabilities for providing such a report.</p>																										

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✓	Topic	Applies to	Description
	Health plan benefit design	Employers with at least 15 employees	<p>In 2020, the Supreme Court held that sex discrimination under Title VII of the Civil Rights Act includes discrimination based on an employee’s sexual orientation and gender identity.</p> <ul style="list-style-type: none"> ▪ Employers sponsoring health and welfare programs should assess whether their health programs may discriminate against employees who are gay or transgender. ▪ This may include exclusions for medically necessary medical services associated with health care for transgender participants (e.g., surgical benefits, hormone therapy, mental health care). ▪ Employers should consult with legal counsel and proceed with caution if implementing plan designs or eligibility rules based on sexual orientation or gender identity. ▪ State insurance and employment laws may also prohibit such discrimination.
	Health plan benefit design	Providers, insurance carriers and other entities that receive financial assistance from the federal government relating to a health program or activity such as Medicare or Medicaid	<ul style="list-style-type: none"> ▪ Consider removing any exclusions based on HHS announcement that it will interpret and enforce Section 1557’s prohibition on discrimination on the basis of sex to include discrimination on the basis of (1) sexual orientation and (2) gender identity.
	Employer penalty: Understand potential penalty exposure	ALEs	<p><i>The 2022 limits have not been announced yet.</i></p> <p>“A” Penalty. Applies if the ALE does not offer at least 95% of all ACA FTEs and their children to age 26 minimum essential coverage (“MEC”) and one FTE receives a subsidy in the Marketplace.</p> <ul style="list-style-type: none"> ▪ \$2,000 (as adjusted for inflation, \$2,700 for 2021) X total number of FTEs in excess of 30. <p>“B” Penalty. Applies if the ALE offers coverage to at least 95% of all ACA FTEs (and their children to age 26), but that coverage is <i>unaffordable</i> or does not provide <i>minimum value</i> (or as to any excluded 5% of ACA FTEs and one FTE receives a subsidy in the Marketplace.</p> <ul style="list-style-type: none"> ▪ \$3,000 (as adjusted for inflation, \$4,060 for 2021) X the total number of ACA FTEs who receive the subsidy in the Marketplace (maximum penalty is capped at the “A” penalty).

✓	Topic	Applies to	Description
	Employer penalty: Identify application and method of compliance	Employers	<ul style="list-style-type: none"> ▪ Determine ALE status (i.e., whether the employer has at least 50 full-time employees (“FTEs”) each calendar year, considering all common law employees in the entire controlled group and counting each part-time employee as a fraction of an FTE). ▪ Determine full-time status using the monthly measurement method or look-back measurement method. ▪ Offer coverage to FTEs and dependent children. ▪ Evaluate minimum value. ▪ Evaluate affordability and elect a safe harbor.¹⁶ ▪ Ensure that all plan language accurately reflects the selections.
	Employer penalty: Reporting	All ALEs, with additional requirements for ALEs with self-insured health plans	<p>All ALEs must use Forms 1095-C and 1094-C to report offers of coverage (or no offer of coverage) to ACA FTEs.</p> <ul style="list-style-type: none"> ▪ For calendar year 2021, Forms 1095-C are due to ACA FTEs by Wednesday, March 2, 2022. ▪ For calendar year 2021, Forms 1094-C and all Forms 1095-C must be filed electronically with the IRS by March 31, 2022 (unless filing by paper, then February 28, 2022). ▪ Electronic filing is required if filing 250 or more forms. <i>Note, the IRS proposed a rule that will reduce this threshold to 100 forms (of any type) effective for filings due in 2022 (and 10 forms of any type for 2023 and later). If finalized, most ALEs will need to file electronically.</i> <p>ALEs with self-funded health plans must also report MEC information for each covered member on these Forms, including covered non-ACA FTEs (e.g., part-time employees and COBRA qualified beneficiaries). Information on family members who have coverage through the covered member (e.g., a spouse or child) must be included.</p> <p>Corrections may be filed on paper if submitted in batches of less than 250 forms. <i>Note, the IRS proposed a rule that would require corrections to be submitted in the same manner as the originally filed document.</i></p>
	Employer penalty: Reporting and penalty assessments	Employers	<ul style="list-style-type: none"> ▪ The IRS has notified certain employers regarding missing or incomplete Form 1094-C and 1095-C filings (Letter 5699). ▪ The IRS has issued Letter 226J notifying employers of potential penalty assessments for CYs 2015, 2016, and 2017. ALEs should ensure that they review and handle them timely. ▪ Employers should continue to comply with the employer mandate until and unless guidance is issued. ▪ Resources are available for USI clients to assist with the response to the IRS.

¹⁶ An employer will not be subject to a penalty with respect to an FTE if the employer meets the 95% MEC offer requirement and that employee’s required contribution for 2022 for the employer’s lowest cost self-only coverage that provides MV does not exceed:

- 9.61% of W-2 wages (Box 1 on Form W-2); or
- 9.61% of the employee’s rate of pay (either \$/hour multiplied by 130 hours or monthly salary); or
- 9.61% of applicable FPL:
 - Jan. 1, 2022 renewals use **\$103.14/mo.** (9.61% of 2021 FPL for 48 contiguous states). Alaska **\$128.85/mo.**; Hawaii **\$118.68/mo.**
 - All other 2022 renewals pending release of 2022 FPL.



✓	Topic	Applies to	Description
	Marketplace notices	Employers	<ul style="list-style-type: none"> ▪ The Marketplace is supposed to issue a notice if any employee of an employer receives a subsidy in the Marketplace. ▪ If an applicable large employer (“ALE”) receives this notice on an ACA full-time employee, the employer should verify whether there is any penalty exposure (i.e., inquire as to whether the individual was offered affordable health insurance coverage). ▪ The Marketplace Notice is NOT a notice that a penalty is imminent. Any penalty assessment notice will come from the IRS. ▪ Ensure good recordkeeping processes to demonstrate offers of coverage, acceptance, waivers, affordability and minimum value as applicable.
	ACA’s integration requirement and prohibition of employer payment of individual insurance policies	HRAs	<p>HRAs must be integrated with group health plans and generally may not reimburse individual policy premiums, except as permitted:</p> <ol style="list-style-type: none"> 1. Qualified Small Employer HRA (QSEHRA). A small employer (fewer than 50 full-time employees) with no group health plan can offer reimbursements up to indexed amounts (\$5,450 self-only / \$11,050 family for 2022). Reimbursement of individual policies permissible. 2. Retiree HRA. An HRA covering fewer than two participants who are active employees. 3. Individual Coverage HRA. Beginning 2020, an HRA can be integrated with an individual policy if the employer does not offer a group plan to same class of employees. ALEs must evaluate affordability for Employer Penalty purposes. 4. Excepted Benefit HRA. Employers can offer an EB HRA offering reimbursements up to \$1,800 for 2022. A group medical plan must be offered, but the employee doesn’t have to enroll in it. 5. Stand-Alone HRA for Dental and/or Vision Expenses.
	Wellness incentives	Employers using incentives with wellness programs	<ul style="list-style-type: none"> ▪ Incentive based wellness programs continue to be complicated. ▪ Effective January 1, 2019, the court vacated the ADA and GINA Title II rules regarding wellness incentives. ▪ The most conservative approach is to remove incentives associated with employee medical exams or spousal completion of health risk assessments. This may be overly conservative, and some employers may be comfortable continuing programs with reward thresholds at or below the pre-2019 rules which generally limit the incentive to no more than 30% of the total cost of self-only coverage in the lowest cost health plan option offered by the employer to any employee. ▪ Employers looking at rewards beyond the 30% limits should consult with their own counsel. ▪ Proposed rules that would permit only <i>de minimis incentives</i> (very low monetary value) when a wellness program uses medical exams or disability related inquiries, have been withdrawn.¹⁷
	Highly Compensated and Key Employee Definitions	Cafeteria plans, life insurance discrimination (Sec. 79)	<p>The compensation threshold for a highly compensated individual or participant (for purposes of Section 125 nondiscrimination testing) is \$130,000 in CY <u>2021</u> for <u>2022</u>.</p> <p>The dollar limitation concerning the definition of a key employee is \$185,000 in CY <u>2021</u> for <u>2022</u>.</p>

¹⁷ There withdrawn proposed rule included an exception under the ADA safe harbor to the de minimis incentive level for a wellness program that is a group health plan and complied with the HIPAA requirements for a health contingent program (outcomes or activity based).





Section IV
Renewal Timeline

Benefits Renewal Timeline for City & Borough of Wrangell

July 01, 2022

Pre-Renewal

Action	Responsibility	Due Week of	Date Completed
Request Employee Census	USI	02/28/2022	
Receive Employee Census	City & Borough of Wrangell / USI	03/14/2022	
Pre-Renewal Meeting	City & Borough of Wrangell / USI	02/14/2022	02/14/2022

Marketing

Action	Responsibility	Due Week of	Date Completed
Carrier Renewals Due	Carriers / USI	04/18/2022	
Request for Proposal Sent to Market*	USI	04/18/2022	
Proposals Received from Market*	USI	05/02/2022	
Renewal / Analysis Meeting	City & Borough of Wrangell / USI	05/16/2022	

Implementation

Action	Responsibility	Due Week of	Date Completed
Carrier/Benefit Decisions Due	City & Borough of Wrangell	05/23/2022	
Enrollment Material	USI	06/06/2022	
Employee Meetings	USI	06/06/2022	
Open Enrollment Paperwork Complete	City & Borough of Wrangell / USI	06/13/2022	
Enrollment Complete	USI	06/20/2022	

Post-Renewal

Action	Responsibility	Due Week of	Date Completed
Post-Renewal Meeting	City & Borough of Wrangell / USI	08/08/2022	
Population Health Management Strategy	USI	N/A	
Creditable Coverage Reminder	USI	08/15/2022	
Creditable Coverage Notification to CMS	City & Borough of Wrangell / USI	08/29/2022	

*If deemed to be necessary

**Wrangell High School Student Government
Resolution # 22-01
Wrangell Borough School Funding Contribution**

March 4, 2022

Be it Resolved by the Wrangell High School Student Government that:

- 1. Whereas,** Wrangell High School Student Government appreciates our Borough Assembly members and the hours they volunteer on behalf of our community; and
- 2. Whereas,** the age of the school infrastructure causes need for more repair (roof leaks, physical plant, exterior of the building, etc.). Students take pride in our schools and would like the buildings to be more appealing; and
- 3. Whereas,** the available fine arts classes have already been minimized to only 1 period per day from an entire day of specialized art courses; and
- 4. Whereas,** over the last several years we have lost many teachers to attrition and as a result have lost many elective and upper level courses (for example: college math, Alaska skills, home economics, Spanish, etc.); and
- 5. Whereas,** due to costs, laptops have gone from macbooks to chromebooks (which are about half the cost of macbooks) and there are many more technology issues with the chromebooks; and
- 6. Whereas,** Wrangell Public Schools technology department consists of only one person to manage all of the technology of the entire district which is a 50% reduction in staff over the past two years. Due to this staff reduction, there have been additional duties placed upon the remaining technology director; and
- 7. Whereas,** Wrangell student count has decreased over the last two years, but our need to have classes taught that fulfill graduation requirements and prepare us for post secondary education has remained the same; and
- 8. Whereas,** 28% of annual tax revenue should be allocated to education, health, and sanitation; and ²
- 9. Whereas,** at least “The last two fiscal years the Assembly has chosen to fund the local, and full, contribution to WPS from the SRS Fund.”; and ²
- 10. Whereas,** Petersburg Borough, a fellow Southeast community, “will strive to decrease reliance on National Forest Receipts used to assist in funding School district operations. This is to prepare for anticipated federal cuts to the program in the future.” ³

Therefore, be it resolved that the Wrangell High School Student Government supports a local funding contribution above the state minimum requirement and drawn from local sales tax revenue rather than the Secure Rural Schools (SRS) fund.

Action Statement: This resolution, if approved by the WHS Student Government, will be sent to:

Kim Lane, Wrangell Borough Clerk at clerk@wrangell.com

Mason Villarma, Wrangell Borough Finance Director at MFVillarma@wrangell.com

Kimberly Powell, WPSD Administrative Assistant at kpowell@wpsd.us

Dave Wilson, Wrangell School Board President at dwilson@wpsd.us

and:

presented at the March 22, 2022 Borough Assembly Meeting.

Approved by the WHS Student Government this 17th day of March, 2022.



, Kiara Harrison, WHS Student Government President



, Heather Howe, WHS Student Government Advisor

Sources:

1. Wrangell Borough Assembly. *Minutes of Regular Assembly Meeting Held on May 25, 2021*. City and Borough of Wrangell, 2021.
<https://mccmeetings.blob.core.usgovcloudapi.net/wranglak-pubu/MEET-Minutes-8557a1e52cbe4ca48a3b5737220c6163.pdf>, PDF file.
2. Wrangell Borough Assembly. *Agenda of Regular Assembly Meeting Held on May 25, 2021*. City and Borough of Wrangell, 2021, p. 173-175.
<https://mccmeetings.blob.core.usgovcloudapi.net/wranglak-pubu/MEET-Packet-8557a1e52cbe4ca48a3b5737220c6163.pdf>, PDF file.
3. Petersburg Borough Assembly. *Petersburg Borough Adopted Annual Budget Fiscal Year 2022*. City and Borough of Petersburg, 2021, p. 17.
https://www.petersburgak.gov/sites/default/files/fileattachments/finance/page/4183/adopted_fy2022_petersburg_borough_budget_002.pdf, PDF File.

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	March 22, 2022
	<u>Agenda Section</u>	6

RESOLUTION No. 03-22-1671 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AUTHORIZING THE SALE OF SURPLUS PROPERTY, SPECIFICALLY A 1983 MACK DUMPTRUCK, ON THE PUBLIC SURPLUS WEBSITE IN CONFORMANCE WITH WRANGELL MUNICIPAL CODE SECTION 5.10.061, DISPOSAL OF SURPLUS PROPERTY, AND THE SURPLUS ADMIN POLICIES & PROCEDURES

SUBMITTED BY:

Tom Wetor, Public Work

FISCAL NOTE:

Expenditure Required: \$XXX Total		
FY 21: \$	FY 22: \$	FY23: \$
Amount Budgeted:		
	FY22 \$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. Res 03-22-1671

This item is being considered under the Consent Agenda. Matters listed under the consent agenda are considered to be routine and will be enacted by one motion and vote. There will be no separate discussion on these items. **If the Mayor, and Assembly Member, the Manager or Clerk requests discussion and/or consideration on an item under the Consent Agenda, that item will be removed from the Consent Agenda and will be considered under Unfinished Business.**

RECOMMENDATION MOTION (*Consent Agenda Item*):

Move to Approve Resolution No. 03-22-1671.

SUMMARY STATEMENT:

Staff wishes to surplus the 1983 Mack Dump truck. Because the dump truck is valued at over \$5,000, WMC Section 5.10.061 states:

A. Except as provided in subsection (B) of this section, all surplus property valued less than \$5,000 unsuitable for city and borough use shall be disposed of in accordance with written policies and procedures established by the manager, when the disposal is determined by the manager to be in the best interests of the city and borough. Surplus property valued in excess of \$5,000 shall be approved for disposal by the assembly by resolution.

Since the dump truck is valued at between \$5,000 and \$10,000, Staff is bringing this item to the Assembly for approval to surplus it, using the Public Surplus platform. Staff requests to list this item as "Heavy Equipment Dump Trucks".

The successful bidder will be required to sign the Waiver and Release of Liability form before taking possession of it.

FROM PUBLIC WORKS:

Comparisons:

- 1987 - 540,000 miles. \$16,000. dump truck. R686ST 6 wheel tractor chassis
- 1974 - 250,000 miles. \$11,800. grain truck. R686 Standard model
- 1979 - 180,000 miles. \$17,700. dump truck. R686 Standard model
- 1984 - 320,000 miles. \$100. semi tractor. R686ST 6 wheel tractor chassis
- 1985 - 300,000 miles. \$26,900. dump truck. RD686S Heavy Duty 6 wheel chassis
- 1978 - 200,000 miles. \$12,900. dump truck. RD686S Heavy Duty 6 wheel chassis
- 2001 - 350,000 miles. \$10,900. hook truck. RD686S Heavy Duty 6 wheel chassis
- 1978 - 300,000 miles. \$18,500 dump truck. R686 Standard model

Public Works believes most of these vehicles were listed as still usable. Seeing as ours in not road worthy, that should factor into the starting bid. I would say a lot of these bids were on the lower end from what we found primarily based on how the truck was configured. More specialty style trucks of similar models only get more expensive. For instance, a 1986 Mack R686ST water tanker truck with 70,000 miles is listed at \$39,000.

Trucks that are still usable seem to go for \$10,000 to \$20,000. Trucks that are in questionable condition that may be usable on the road, seem to go for somewhere between \$5,000 to \$10,000. Trucks that are in unknown or are used for parts seem to sell for \$5,000 or less in the R686 series from the 70's and 80's. We propose starting the bid for this truck at \$5,000.

CITY AND BOROUGH OF WRANGELL, ALASKA

RESOLUTION NO: 03-22-1671

A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AUTHORIZING THE SALE OF SURPLUS PROPERTY, SPECIFICALLY A 1983 MACK DUMPTRUCK, ON THE PUBLIC SURPLUS WEBSITE IN CONFORMANCE WITH WRANGELL MUNICIPAL CODE SECTION 5.10.061, DISPOSAL OF SURPLUS PROPERTY, AND THE SURPLUS ADMIN POLICIES & PROCEDURES

WHEREAS, the Borough is the owner of the a 1983 Mack Dumptruck; and

WHEREAS, the 1983 Mack Dumptruck is no longer safe to operate safely; and

WHEREAS, the 1983 Mack Dumptruck is valued between \$5,000 and \$10,000; and

WHEREAS, the Borough Assembly desires to sell the 1983 Mack Dumptruck using the Public Surplus platform; and

WHEREAS, the requirements for the sale of public surplus have been followed in conformance with Wrangell Municipal Code 5.10.061.

NOW, THEREFORE, BE IT RESOLVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA:

Section 1. **AUTHORIZATION.** The Assembly of the City & Borough of Wrangell, Alaska authorizes the Borough Manager to sell the 1983 Mack Dumptruck through the Public Surplus website for a minimum bid of \$5,000.

Section 2. **PROCEDURES FOR PUBLIC SALE.** The Assembly of the City and Borough of Wrangell establishes the following procedure for the sale of the 1983 Mack Dumptruck:

1. **Public Surplus Auction Website.** The property shall be made available on the Public Surplus Site for 14 days.
2. **Minimum Bid Established.** The minimum bid for the 1983 Mack Dumptruck shall be \$5,000.
3. **Bid Category.** The 1983 Mack Dump Truck shall be listed on the Public Surplus Site in the "Heavy Equipment Dump Trucks" category.
4. **Waiver and Release of Liability.** Successful bidder shall be required to sign a Waiver and Release of Liability for the 1983 Mack Dumptruck.

5. **Property Not Sold during Auction.** If the property is not sold in the initial timeframe in which the auction was listed, it shall be relisted in increments of four (4) days until sold.
6. **Borough Manager Authorized to Administer.** The Borough Manager is authorized to develop whatever administrative procedures, forms and policies are necessary to implement this resolution.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA THIS 22nd DAY OF MARCH 2022.

Stephen Prysunka, Borough Mayor

ATTEST: _____
Kim Lane, MMC, Borough Clerk

WAIVER AND RELEASE OF LIABILITY

1983 MACK Dump Truck (VIN 1M2T148C5DM001493)

I, _____, understand and acknowledge that I am purchasing a 1983 MACK Dump Truck from the City and Borough of Wrangell, with no warranty, no guarantee, and in **AS IS CONDITION**. I understand and acknowledge that the 1983 MACK Dump Truck may not have the necessary safeguards to meet today’s safety standards. I understand and acknowledge that the Borough has not inspected the 1983 MACK Dump Truck in any way and that no employee, officer, or representative of the Borough has made any representations or statements about the condition or quality of the 1983 MACK Dump Truck. I understand that the 1983 MACK Dump Truck is being sold as “Heavy Equipment Dump Trucks”. I voluntarily and knowingly release the Borough from any and all liability and damages of any kind and any nature in the event of any accident or injury, including death, and including as to property damage, resulting from or caused in any way by the 1983 MACK Dump Truck. I further agree to defend and indemnify the Borough in any action of any kind and any nature brought by any third person against the Borough alleging any injury or damages, including death, allegedly caused in whole or in part by any failure or other defect related to the acquisition of the 1983 MACK Dump Truck.

Dated: _____

Printed Name and Signature: _____

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	March 22, 2022
	<u>Agenda Section</u>	6

RESOLUTION 03-22-1672 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AUTHORIZING THE CONVEYANCE OF PUBLIC LANDS, PORTION OF PENINSULA STREET RIGHT OF WAY, AS REPLATTED PER BROWN REPLAT, ZONED SINGLE FAMILY RESIDENTIAL, TO DAVID AND LILIA BROWN

SUBMITTED BY:
Carol Rushmore, Economic Development Director

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 checked="" type="checkbox"/>	Planning & Zoning Comm.
Name(s)	
Name(s)	
<input type="checkbox"/>	Attorney
<input type="checkbox"/>	Insurance

ATTACHMENTS: 1. Res 03-22-1672 ; 2. Brown Replat; 3. Appraisal

This item is being considered under the Consent Agenda. Matters listed under the consent agenda are considered to be routine and will be enacted by one motion and vote. There will be no separate discussion on these items. **If the Mayor, and Assembly Member, the Manager or Clerk requests discussion and/or consideration on an item under the Consent Agenda, that item will be removed from the Consent Agenda and will be considered under Unfinished Business.**

RECOMMENDED MOTION (Consent Agenda Item):

Move to approve Resolution No. 03-22-1672.

SUMMARY STATEMENT:

The Brown's requested a partial street vacation of Peninsula Street adjacent to the lot they recently purchased (Lot A, Block 84, P.C. Resubdivision (Plat No. 97-16). The lot is at the foot of a steep rock slope and was excavated as far back as possible to maintain the integrity of the rock slope. The applicants proposed to construct a residence/shop structure but to meet zoning requirements had to site the structure so close to the rock slope and debris that emergency vehicles would not be able to access the back of the structure and their request for a variance was rejected by the Fire Chief. The applicants applied for the partial street vacation in order to meet zoning requirements as necessary.

The Planning and Zoning Commission recommended vacating a sliver portion of Peninsula Street right-of-way in September of 2021 and the Assembly approved the request in October. This is the plat reflecting their request. It is modified slightly due to staff discussions with the adjacent neighbor Debbie Prunella.

The vacation request that was originally submitted for Assembly approval consisted of the new land area to be acquired by the Brown's stretch all the way from their southern front corner to the corner of Mrs. Prunella's southeast corner. Due to the encroachment of a corner of her house and her deck, the Brown's were seeking to eliminate that area from their purchase. Staff was finally able to make contact with Mrs. Prunella about the Brown's request and the issues of her house encroaching into the right-of-way. Mrs. Prunella indicated she would like to purchase the portion of the approved right-of-way vacation between the new property boundary of the Brown's and her existing property line in order to deal with her encroaching structures. Her request should be forthcoming soon. No additional ROW is being requested for vacation other than what was approved in October 2021.

The final Brown Replat is before the Assembly at this meeting for approval. The appraisal for the 758 square foot area being purchased as reflected in the final plat is appraised at \$6800. The appraisal was received February 16, 2022.

CITY AND BOROUGH OF WRANGELL, ALASKA

RESOLUTION NO: 03-22-1672

RESOLUTION 03-22-1672 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AUTHORIZING THE CONVEYANCE OF PUBLIC LANDS, PORTION OF PENINSULA STREET RIGHT OF WAY, AS REPLATTED PER BROWN REPLAT, ZONED SINGLE FAMILY RESIDENTIAL, TO DAVID AND LILIA BROWN

WHEREAS, the Borough Assembly, at their meeting held October 26, 2021, approved the vacation of a portion of Peninsula Street right-of-way that is adjacent to Dave and Lilia Brown’s property Lot A, Block 84, P.C. Resubdivision (Plat No. 97-16); and

WHEREAS, the Brown Replat a subdivision and replat of Lot A, Block 84, P.C. Resubdivision (Plat No. 97-16), and the vacation of 758 square feet of Peninsula Street R.O.W., creating Lot A-1, Brown Replat is completed and is awaiting final approval and recording; and

WHEREAS, an appraisal was completed for the 758 square feet portion of the Peninsula Street Right-of-Way approved for being vacated and requested for purchase by the Browns with a valuation of \$6,800; and

WHEREAS, the Borough Assembly is approving the sale of the above described vacated right-of-way to Dave and Lilia Brown, P. O. Box 365, Wrangell, Alaska 99929, consisting of 758 square feet for the amount of \$6,800; and

NOW, THEREFORE, BE IT RESOLVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA:

Section 1. The Mayor and Borough Clerk are authorized to execute a quit claim deed to Dave and Lilia Brown to convey the following public lands, when full price is paid for:

A 758 square foot portion of Peninsula Street Right-of-way adjacent to Lot A, Block 84, P.C. Resubdivision (Plat No. 97-16), creating Lot A-1 Brown Replat, Wrangell Recording District.

ADOPTED: __, 2022

Stephen Prysunka, Borough Mayor

ATTEST: _____
Kim Lane, MMC, Borough Clerk

A RESTRICTED USE APPRAISAL OF
A Portion of the Proposed Lot A-1 Brown Replat
WRANGELL, ALASKA 99929

FOR
CAROL RUSHMORE
ECONOMIC DEVELOPMENT DIRECTOR
CITY AND BOROUGH OF WRANGELL
P. O. BOX 531
WRANGELL, ALASKA 99929

VALUATION DATE
February 16, 2022

FILE 22-3421A

BY
MICHAEL C. RENFRO
Assessor
City and Borough of Wrangell, Alaska

APPRAISAL COMPANY OF ALASKA, LLC
341 W. TUDOR ROAD SUITE 202
ANCHORAGE, ALASKA 99503

February 16, 2022

Carol Rushmore, Economic Development Director
City and Borough of Wrangell
P. O. Box 531
Wrangell, AK 99929

Re: A Portion of The Proposed Lot A-1 Brown Replat
Wrangell, Alaska 99929

Dear Ms. Rushmore:

As requested, I have prepared a Restricted Use Appraisal Report on the fair market value a 758 Sq ft. Portion of the proposed Lot A-1 as if vacant. The appraisal date is February 16, 2022. The purpose of the report is to determine the fair market value for sale purposes. A description and valuation follows.

As a result of the investigation and analysis, subject to the assumptions and limiting conditions, it is my opinion the market value of the property as of February 16, 2022 is:

\$6,800

This Restricted Use Report is intended to meet the current Uniform Standards of Professional Appraisal Practice as formulated by the Appraisal Foundation

A description of the site and the analysis which lead to the fair market value conclusion follows. A complete description of the comparable data is included in a separate report which is retained in the appraiser's work file.

If you have any questions regarding this Restricted Use Appraisal Report please do not hesitate to call me.

Sincerely,

APPRAISAL COMPANY OF ALASKA

Michael C. Renfro
Assessor
City and Borough of Wrangell, Alaska



RESTRICTED USE APPRAISAL

This is a Restricted Use Appraisal Report. As such, it presents only a Restricted Use discussion of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning and analyses is retained in the appraiser's work file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated below. The appraiser is not responsible for unauthorized use of this report.

CLIENT: Carol Rushmore, Economic Development Director
City and Borough of Wrangell
P.O. Box 531
Wrangell, Alaska 99929

APPRAISER: Michael C. Renfro, Assessor
City and Borough of Wrangell
341 W Tudor Rd. Suite 202
Anchorage, Alaska 99503

SUBJECT: Fee Simple Estate
Land Only – 758 square feet. A portion of the Proposed Lot
A-1 Brown Replat
Wrangell, Alaska 99929

OWNER: City and Borough of Wrangell

PURPOSE OF THE APPRAISAL: The purpose of this appraisal is to estimate the fair market value of the subject property. **Market value** is defined by the federal financial institutions regulatory agencies as follows:

"The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in the definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:



- (1) buyer and seller are typically motivated;
- (2) both parties are well informed or well advised, and acting in what they consider their own best interests;
- (3) a reasonable time is allowed for exposure in the open market;
- (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

INTENDED USE OF REPORT:

This appraisal is intended to assist the client in determining the subject's market value for Sale Purposes.

INTEREST VALUED: Fee Simple estate which is defined as "Absolute ownership unencumbered by any other interest or estate; subject only to the limitations of eminent domain, escheat, police power, and taxation."

EFFECTIVE DATE OF VALUE: February 16, 2022

DATE OF REPORT: February 16, 2022

SALES HISTORY: Prior to Brown Replat, Lot A, D.C. Resubdivision, plat 97-16 Wrangell Recording District sold 12/15/21 for an estimated \$72,000. Deed of Trust dated 12/18/2020 for \$60,000 – estimated 20% down, equals \$72,000.

APPRAISAL DEVELOPMENT AND REPORTING PROCESS: In preparing this appraisal, the appraiser:

- Inspected the subject property prior to January 21, 2022
- Reviewed available records.
- Applied the market approach to arrive at an indication of value.

The appraiser believes the primary approach to value is the sales comparison approach. The appraisal process therefore involved no departures from Standards Rule 1-4(b) i, ii, iv, v and vi.



CERTIFICATE OF OWNERSHIP AND DEDICATION

WE HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY HEREIN AND HAVE CONVEYED THE SAME TO THE STATE OF ALASKA IN ACCORDANCE WITH THE PROVISIONS OF THE PLANNING COMMISSION ACT AND THE PLANNING COMMISSION RULES.

DATE: _____
 STATE: ALASKA
 COUNTY: WAINWAIN
 TOWNSHIP: WAINWAIN
 SECTION: 14

LEIN HOLDER CERTIFICATE

WE HEREBY CERTIFY THAT WE ARE THE LEIN HOLDERS OF THE PROPERTY HEREIN AND WE HAVE CONVEYED THE SAME TO THE STATE OF ALASKA IN ACCORDANCE WITH THE PROVISIONS OF THE PLANNING COMMISSION ACT AND THE PLANNING COMMISSION RULES.

DATE: _____
 STATE: ALASKA
 COUNTY: WAINWAIN
 TOWNSHIP: WAINWAIN
 SECTION: 14

CERTIFICATE OF APPROVAL BY THE ASSEMBLY

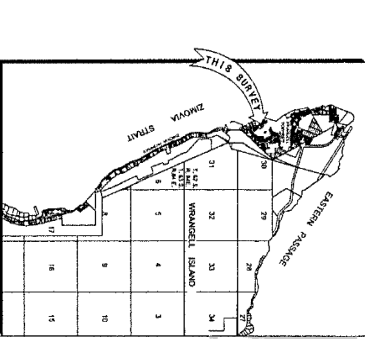
WE HEREBY CERTIFY THAT THE SUBDIVISION PLAN HEREIN HAS BEEN CONSIDERED AND APPROVED BY THE PLANNING COMMISSION ASSEMBLY ON THIS DATE.

DATE: _____
 STATE: ALASKA
 COUNTY: WAINWAIN
 TOWNSHIP: WAINWAIN
 SECTION: 14

CERTIFICATE OF APPROVAL BY THE PLANNING COMMISSION

WE HEREBY CERTIFY THAT THE SUBDIVISION PLAN HEREIN HAS BEEN CONSIDERED AND APPROVED BY THE PLANNING COMMISSION ON THIS DATE.

DATE: _____
 STATE: ALASKA
 COUNTY: WAINWAIN
 TOWNSHIP: WAINWAIN
 SECTION: 14



OWNERSHIP STATUS

1. THE PROPERTY HEREIN IS OWNED BY _____

PROPOSED OWNERSHIP

1. THE PROPERTY HEREIN IS TO BE OWNED BY _____

PREVIOUS LOT AREAS

1. THE PROPERTY HEREIN WAS PREVIOUSLY PART OF _____

AREA OF R.O.W. VACATED THIS PLAT

1. THE PROPERTY HEREIN IS TO BE VACATED AS PART OF THE ROAD RIGHT-OF-WAY FOR PENINSULA STREET.

NOTARY'S ACKNOWLEDGEMENT

STATE OF ALASKA
 COUNTY OF WAINWAIN
 I, _____, Notary Public in and for the State of Alaska, do hereby certify that _____ is the owner of the property herein and has duly executed this instrument as a deed of gift to the State of Alaska.

NOTARY'S ACKNOWLEDGEMENT

STATE OF ALASKA
 COUNTY OF WAINWAIN
 I, _____, Notary Public in and for the State of Alaska, do hereby certify that _____ is the owner of the property herein and has duly executed this instrument as a deed of gift to the State of Alaska.

CERTIFICATE OF APPROVAL BY THE ASSEMBLY

WE HEREBY CERTIFY THAT THE SUBDIVISION PLAN HEREIN HAS BEEN CONSIDERED AND APPROVED BY THE PLANNING COMMISSION ASSEMBLY ON THIS DATE.

DATE: _____
 STATE: ALASKA
 COUNTY: WAINWAIN
 TOWNSHIP: WAINWAIN
 SECTION: 14

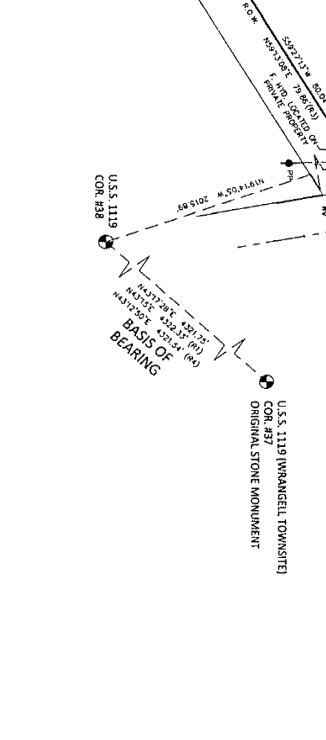
CERTIFICATE OF APPROVAL BY THE PLANNING COMMISSION

WE HEREBY CERTIFY THAT THE SUBDIVISION PLAN HEREIN HAS BEEN CONSIDERED AND APPROVED BY THE PLANNING COMMISSION ON THIS DATE.

DATE: _____
 STATE: ALASKA
 COUNTY: WAINWAIN
 TOWNSHIP: WAINWAIN
 SECTION: 14

LEGEND	
1	BOUNDARY
2	ACCOMMODATION WITH THIS SURVEY
3	ACCOMMODATION WITH RESURVEY
4	UNSATURATED
5	WATER
6	PROPOSED IMPROVEMENT
7	EXISTING IMPROVEMENT
8	ROAD RIGHT-OF-WAY
9	ADJACENT PROPERTY
10	EXISTING LOT AREAS
11	ADJACENT LOT AREAS
12	EXISTING ROAD RIGHT-OF-WAY
13	PROPOSED ROAD RIGHT-OF-WAY

- ### NOTES
1. ALL DIMENSIONS GIVEN ARE AS SHOWN ON THIS PLAT UNLESS OTHERWISE SPECIFIED.
 2. SHOW AREA BEING DELETED FROM THIS PLAT.
 3. VACATE ROAD RIGHT-OF-WAY FOR PENINSULA STREET.
 4. RESURVEY THE FOLLOWING WITHIN THE BOUNDARY OF THIS PLAT:
 - LOT 10 A
 - LOT 10 B
 - LOT 10 C
 - LOT 10 D
 - LOT 10 E
 - LOT 10 F
 - LOT 10 G
 5. ROAD RIGHT-OF-WAY FOR PENINSULA STREET IS 30 FEET WIDE.
 6. SEE ADJACENT PLATS FOR COMPLETE DESCRIPTION.
 7. SEE ADJACENT PLATS FOR COMPLETE DESCRIPTION.
 8. SEE ADJACENT PLATS FOR COMPLETE DESCRIPTION.



SHEET 1 OF 1	
DATE: 03/15/2011	DRAWN BY: J. KIMBALL
DESIGNED BY: J. KIMBALL	CHECKED BY: J. KIMBALL
APPROVED BY: J. KIMBALL	DATE: 03/15/2011
PROJECT: WAINWAIN TOWNSHIP, WAINWAIN SECTION 14, ALASKA	
SUBJECT: ACQUISITION OF LAND AND VACATION OF ROAD RIGHT-OF-WAY	
SCALE: 1"=20'	
DATE OF SURVEY: 03/15/2011	
BY: J. KIMBALL	

This Restricted Use Appraisal Report is a brief recapitulation of the available data, analyses and conclusions.

SUMMARY OF PROPERTY APPRAISED: The property that is the subject of this report is situated to the west side of Peninsula St. across from the Wrangell Reliance Harbor. One lot south of Sunset Blvd.

Legal Description: A Portion of the Proposed Lot A-1 Brown Replat, along Peninsula St. containing 758 sq.ft.

Address: NHN Peninsula St. Wrangell, Alaska, 99929

Land: The reader is referred to the Plat Map on the previous page. The subject larger lot is rectangular in shape with an area of 8454 sq. ft.. The topography is level at Peninsula St. with upward slope to the west side. The area appraised is the east side of the lot containing 758 sq. ft. along Peninsula St.

Utilities: All utilities are available to the site.

Improvements: No improvements are included in this report. This lot is vacant.

Environmental Condition: No warranties as to environmental issues have been addressed by the appraiser. A visual inspection showed no evidence of contamination. If this is a concern of the seller or purchaser, it should be inspected by a qualified inspector. (See DEC Report).

Zoning: The subject is zoned Single Family Residential which allows for single family development.

HIGHEST AND BEST USE: In common appraisal practice, the concept of highest and best use represents the premise upon which the value estimated is based.

As if vacant the subject's highest and best use would be for development consistent with the current zoning requirements. Single family residential development.



Land Value: There have been limited sales of similar undeveloped lots. The sales provided are considered to be representative of the market for undeveloped land.

COMPARABLE LAND SALES

NO.	Legal	Date	Sale Price	Area/SF	Price/SF	Remarks
1	Subject Lot A P.C Resub	12/20	Est \$72,000 D/T \$60,000	7,493	\$9.61 To \$8.01	Seller would not disclose sale price. Est 20% down Bank Finance
2	Lot 19F USS 2900	9/06	\$50,000	15,530	\$3.22	Larger Residential lot with utilities
3	Lot A Etolin Ave. Replat	4/19	\$38,278	14,983	\$2.55	Residential site no fill with utilities
4	Lot 10 Block 2 City Subdivision	10/7	\$30,000	8,083	\$3.71	Similar size Residential lot with utilities

Analysis of Comparable Land Sales:

Time: With a limited amount of sales it is difficult to obtain paired sales for analysis to arrive at the adjustments needed to bring the available sales into conformity with the subject. However, in general, values are increasing in Wrangell. The CPI indicates an increase around 2% per year.

Terms:

None of the sales used in the analysis is believed to require consideration for special financing or other sale conditions.

Size

Smaller parcels tend to sell for more per unit of comparison than larger parcels, all other factors being equal. In relation to the subject comparable sales 2, 3 and 4 are larger and require an upward adjustment. Comparable 1 is a prior sale of the subject and requires no adjustment for size.

Location and Access:

Location and access is somewhat subjective on the part of the appraiser in relation to the comparable data utilized. However, analysis of other sales contained in our separate report on the A Restricted Use of Wrangell sales and lease transactions indicates that location and access can account for up to 20% difference between superior and inferior locations. The subject's location and access is felt to be superior to all of the comparables.

Utilities:

All of the comparables have similar utilities.

Topography and View:

Again, topography and view are somewhat subjective on the part of the appraiser. Comparable 3 is considered to have inferior topography, and is not filled, adjusted upward as is comparable 4 to a lesser degree.



Adjustment Grid: The following grid shows the estimated adjustment for each sale, bringing it into conformity with the subject:

Sale No.	#1	#2	#3	#4
Price/SF	\$8 to \$9.60	\$3.22	\$2.55	\$3.71
Time	+2%	+32%	+6%	+30%
Net After Time	\$8.16 to \$9.79	\$4.25	\$2.70	\$4.82
Terms	0	0	0	0
Size	0	+20%	+20%	0
Location/Access	0	+20%	+20%	+20%
Utilities	0	0	0	0
Topography	0	0	+40%	+20%
Net Adjustment	0	+40%	+80%	+40%
Indicated Value/Acre	\$8.16 to \$9.79	\$5.95	\$4.86	\$6.75

Conclusion:

After adjustments for property differences, the available transactions indicate a range of value for the subject's larger parcel between \$4.86 to \$9.79 per square foot.

After analysis of the property differences, including the subject's size and location, the market value of the subject's 7,492 square feet larger parcel (Lot A-1 Brown Replat) is concluded to be \$9.00 per square foot.

The subject portion of the Proposed Lot A-1 is 758 sq. ft.

The estimated market value is:

$$758 \text{ sq.ft. } \$9.00/\text{SF} = \$6,822$$

$$\text{Rd} = \$6,800$$



ASUMPTIONS AND LIMITING CONDITIONS:

1. As agreed upon with the client prior to the preparation of this appraisal, this is a Limited Appraisal because it invokes the Departure Provision of the Uniform Standards of Professional Appraisal Practice. As such, information pertinent to the valuation has not been considered and/or the full valuation process has not been applied. Depending on the type and degree of limitations, the reliability of the value conclusion provided herein may be reduced.
2. This is a Restricted Use appraisal report which is intended to comply with the reporting requirements set forth under Standard Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Restricted Use Appraisal Report. As such, it might not include full discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report.
3. No responsibility is assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report.
4. The property is appraised free and clear of any or all liens and encumbrances unless otherwise stated in this report.
5. Responsible ownership and competent property management are assumed unless otherwise stated in this report.
6. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
7. All engineering is assumed to be correct. Any maps, sketches, plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
8. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.



9. It is assumed that there is full compliance with all applicable federal, state, and local regulations and laws unless otherwise stated in this report.
10. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there are no encroachments or trespass unless otherwise stated in this report.
11. The valuation assumes the appraised property (site and improvements) is free and clear of hazardous contaminants, unless specifically noted. If the appraised property is suspected of contamination, then the client is urged to retain an engineer's report. The appraiser(s) reserve the right to review value conclusions if documentation, including cost-to-cure estimates, is provided.
12. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event, only with proper written qualification and only in its entirety.
13. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news sales, or other media without prior written consent and approval of the appraiser.



CERTIFICATION

I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and is my personal, unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report and I have no personal interest or bias with respect to the parties involved.
4. My compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.
5. This appraisal was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
6. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
7. I made a personal inspection of the property that is the subject of this report, prior to the date of this report.
8. No one provided significant professional assistance to the person signing this report.
9. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.
10. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.



Michael C. Renfro

CERTIFICATE OF OWNERSHIP AND DEDICATION

WE HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT WE HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH OUR FREE CONSENT AND WITHOUT RESERVATION OF ANY RIGHTS, WALKS, PARKS AND OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE AS NOTED.

DATE _____ DAVID W. BROWN
 DATE _____ LILUA I. PEGEDER

NOTARY'S ACKNOWLEDGMENT

U.S. OF AMERICA
 STATE OF ALASKA
 CITY AND BOROUGH OF WRANGELL

THIS IS TO CERTIFY THAT ON THIS _____ DAY OF _____, 20____, BEFORE ME, THE UNDERSIGNED A NOTARY PUBLIC IN AND FOR THE STATE OF ALASKA, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED _____ TO ME KNOWN TO BE THE IDENTICAL INDIVIDUAL(S) MENTIONED AND WHO EXECUTED THE WITHIN PLAT AND ACKNOWLEDGED TO ME THAT FREELY AND VOLUNTARILY FOR THE USES AND PURPOSES THEREIN SPECIFIED. WITNESS MY HAND AND NOTARY SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST HEREIN WRITTEN.

NOTARY PUBLIC IN AND FOR THE STATE OF ALASKA
 MY COMMISSION EXPIRES _____

LIEN HOLDER CERTIFICATE

WE HEREBY CERTIFY THAT WE ARE THE LIEN HOLDERS OF LOT A WITHIN BLOCK 84, ACCORDING TO PLAT 97-16 WITHIN THE WRANGELL RECORDING DISTRICT, AND THAT WE HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH OUR FREE CONSENT AND WITHOUT RESERVATION OF ANY RIGHTS, WALKS, PARKS AND OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE AS NOTED.

DATE _____ FIRST BANK
 DATE _____ PRINT NAME AND TITLE

NOTARY'S ACKNOWLEDGMENT

U.S. OF AMERICA
 STATE OF ALASKA
 CITY AND BOROUGH OF WRANGELL

THIS IS TO CERTIFY THAT ON THIS _____ DAY OF _____, 20____, BEFORE ME, THE UNDERSIGNED A NOTARY PUBLIC IN AND FOR THE STATE OF ALASKA, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED _____ TO ME KNOWN TO BE THE IDENTICAL INDIVIDUAL(S) MENTIONED AND WHO EXECUTED THE WITHIN PLAT AND ACKNOWLEDGED TO ME THAT FREELY AND VOLUNTARILY FOR THE USES AND PURPOSES THEREIN SPECIFIED. WITNESS MY HAND AND NOTARY SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST HEREIN WRITTEN.

NOTARY PUBLIC IN AND FOR THE STATE OF ALASKA
 MY COMMISSION EXPIRES _____

CERTIFICATE OF APPROVAL BY THE ASSEMBLY

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS OF THE CITY AND BOROUGH OF WRANGELL ASSEMBLY AND THAT THE PLAT SHOWN HEREON HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE DISTRICT COURT, EX-OFFICIO RECORDER, WRANGELL, ALASKA.

DATE _____ MAYOR, CITY AND BOROUGH OF WRANGELL
 ATTEST: _____
 CITY CLERK

CERTIFICATE STATE OF ALASKA (FIRST JUDICIAL DISTRICTS)

I, THE UNDERSIGNED, AS THE PROPERTY TAX CLERK FOR THE CITY AND BOROUGH OF WRANGELL, HEREBY CERTIFY THAT ACCORDING TO THE RECORDS IN MY POSSESSION, THE FOLLOWING DESCRIBED PROPERTY IS CARRIED ON THE TAX RECORDS OF THE CITY AND BOROUGH OF WRANGELL, IN THE NAME OF _____ AND THAT ACCORDING TO THE RECORDS IN MY POSSESSION, ALL TAXES ASSESSED AGAINST SAID LANDS ARE PAID IN FULL, THAT CURRENT TAXES FOR THE YEAR 20____ WILL BE DUE ON OR BEFORE OCTOBER 15, 20____ DATED THIS _____ DAY OF _____

ASSESSOR CITY AND BOROUGH OF WRANGELL

CERTIFICATE OF APPROVAL BY THE PLANNING COMMISSION

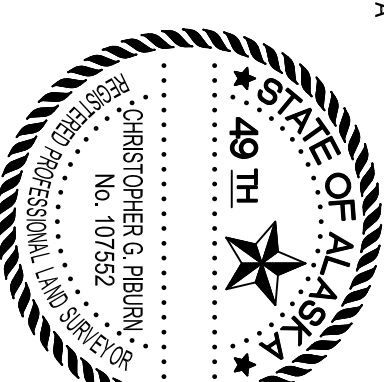
I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS OF THE CITY AND BOROUGH OF WRANGELL AND THAT THE PLAT SHOWN HEREON HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE DISTRICT MAGISTRATE, EX-OFFICIO RECORDER, WRANGELL, ALASKA.

DATE _____ CHAIRMAN, PLANNING COMMISSION
 SECRETARY _____

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I AM PROPERLY REGISTERED AND LICENSED TO PRACTICE LAND SURVEYING IN THE STATE OF ALASKA, THAT THIS PLAT REPRESENTS A HONEST AND CORRECT STATEMENT OF THE FACTS AND THAT ALL DIMENSIONS AND OTHER DETAILS ARE CORRECT.

DATE _____
 CHRISTOPHER G. PEBURN, PLS # 107552



OWNERSHIP STATUS

1. LOT A, WITHIN BLOCK 84, P.C. RESUBDIVISION (DAVID W. BROWN & LILUA I. PEGEDER)

PROPOSED OWNERSHIP

1. LOT A-1, BROWN REPLAT (DAVID W. BROWN & LILUA I. PEGEDER)

PREVIOUS LOT AREAS

1. LOT A, WITHIN BLOCK 84, P.C. RESUBDIVISION (7,492 SQ. FT)

NEW LOT AREAS

1. LOT A-1, BROWN REPLAT (8,250 SQ. FT) (0.189 ACRES)

AREA OF R.O.W. VACATED THIS PLAT

PORTION OF PENINSULA STREET R.O.W. (738 SQ. FT) (0.017 ACRES)

PREVIOUS LOT ZONING

1. LOT A, BLOCK 84, P.C. RESUBDIVISION (SINGLE FAMILY RESIDENTIAL)

NEW LOT ZONING

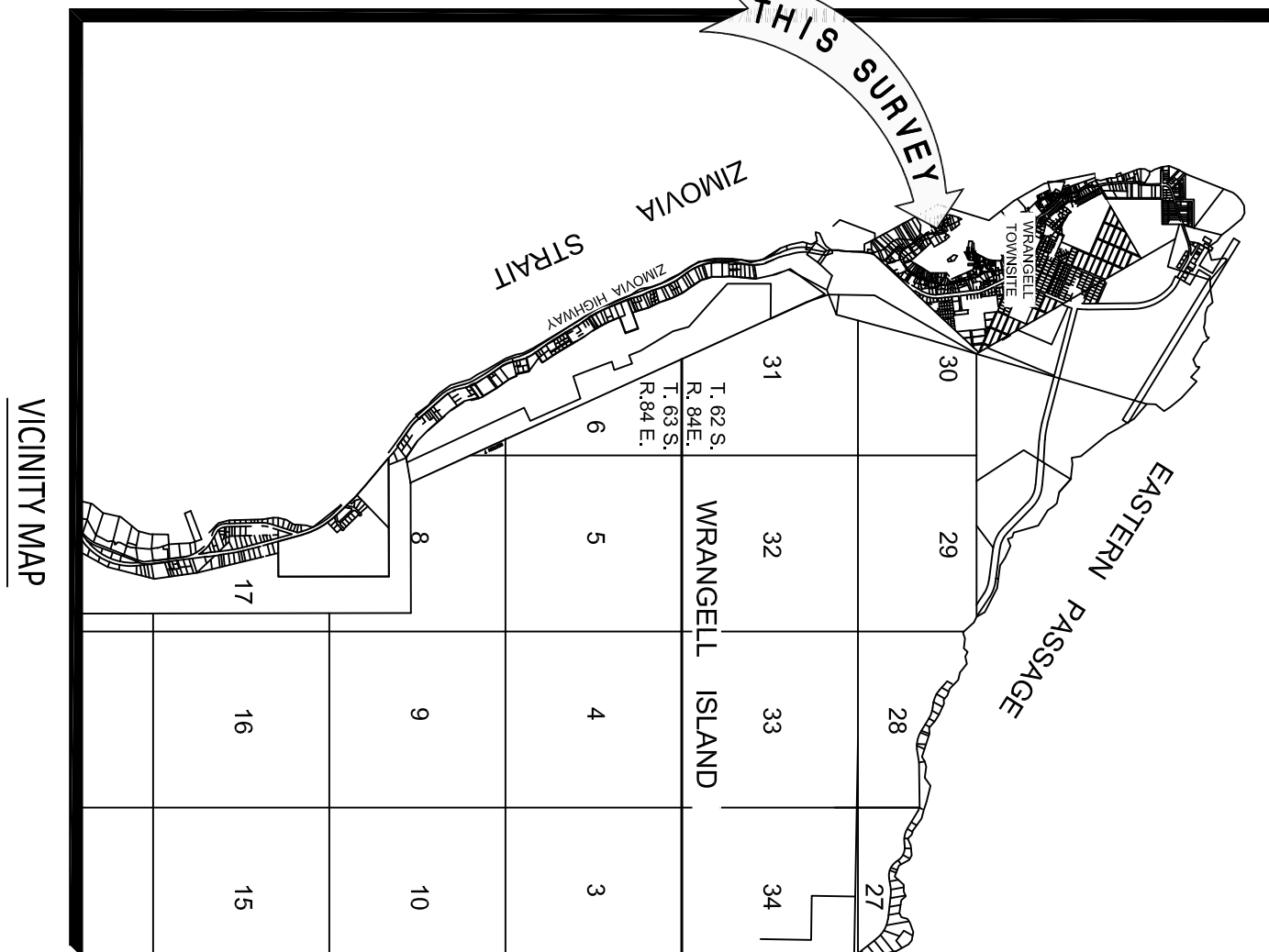
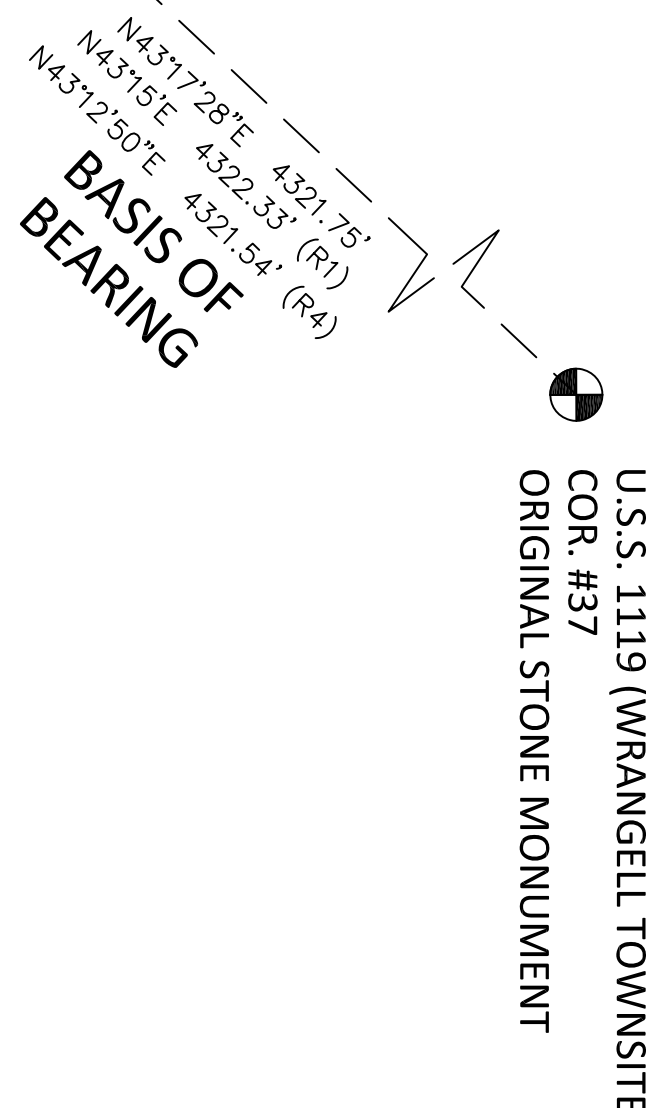
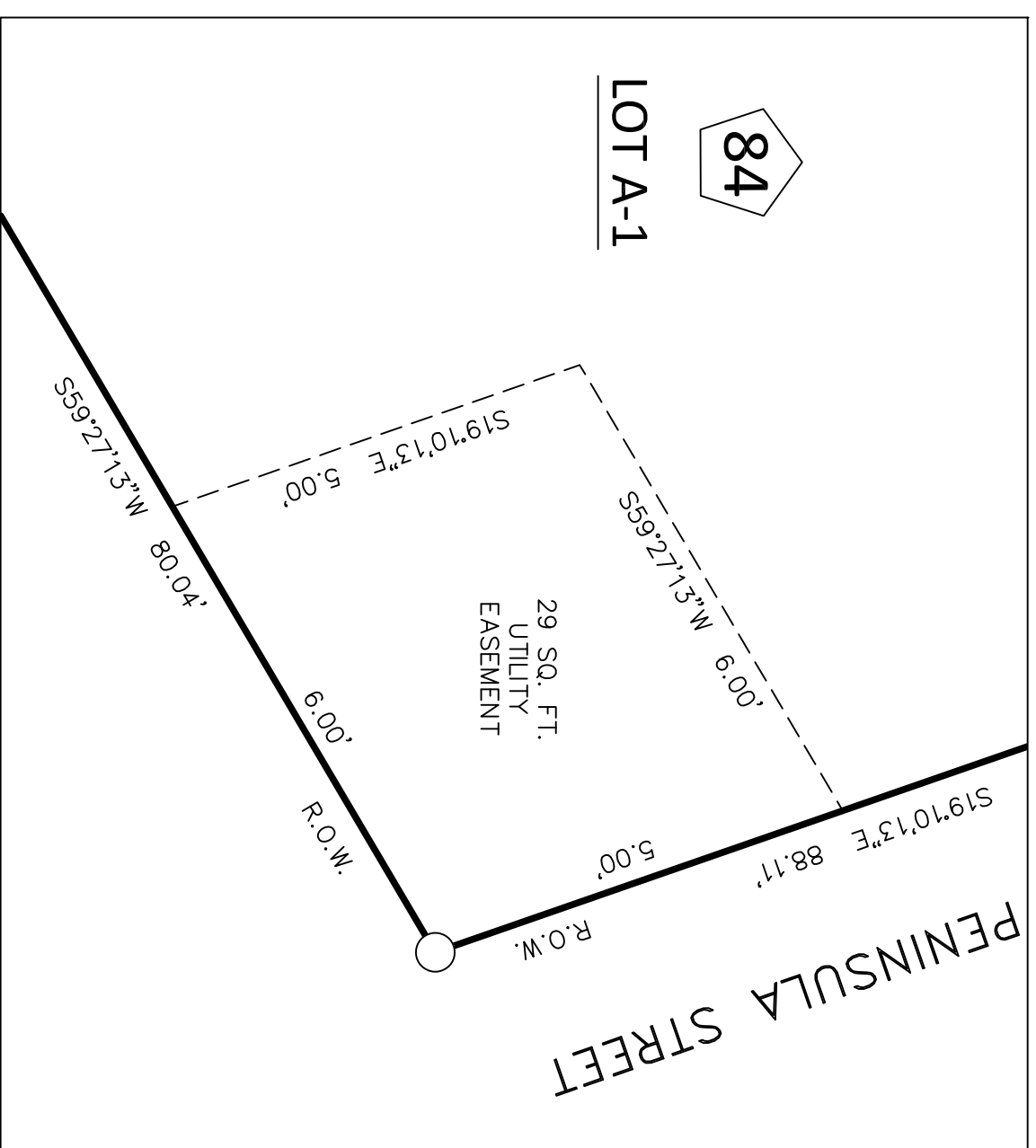
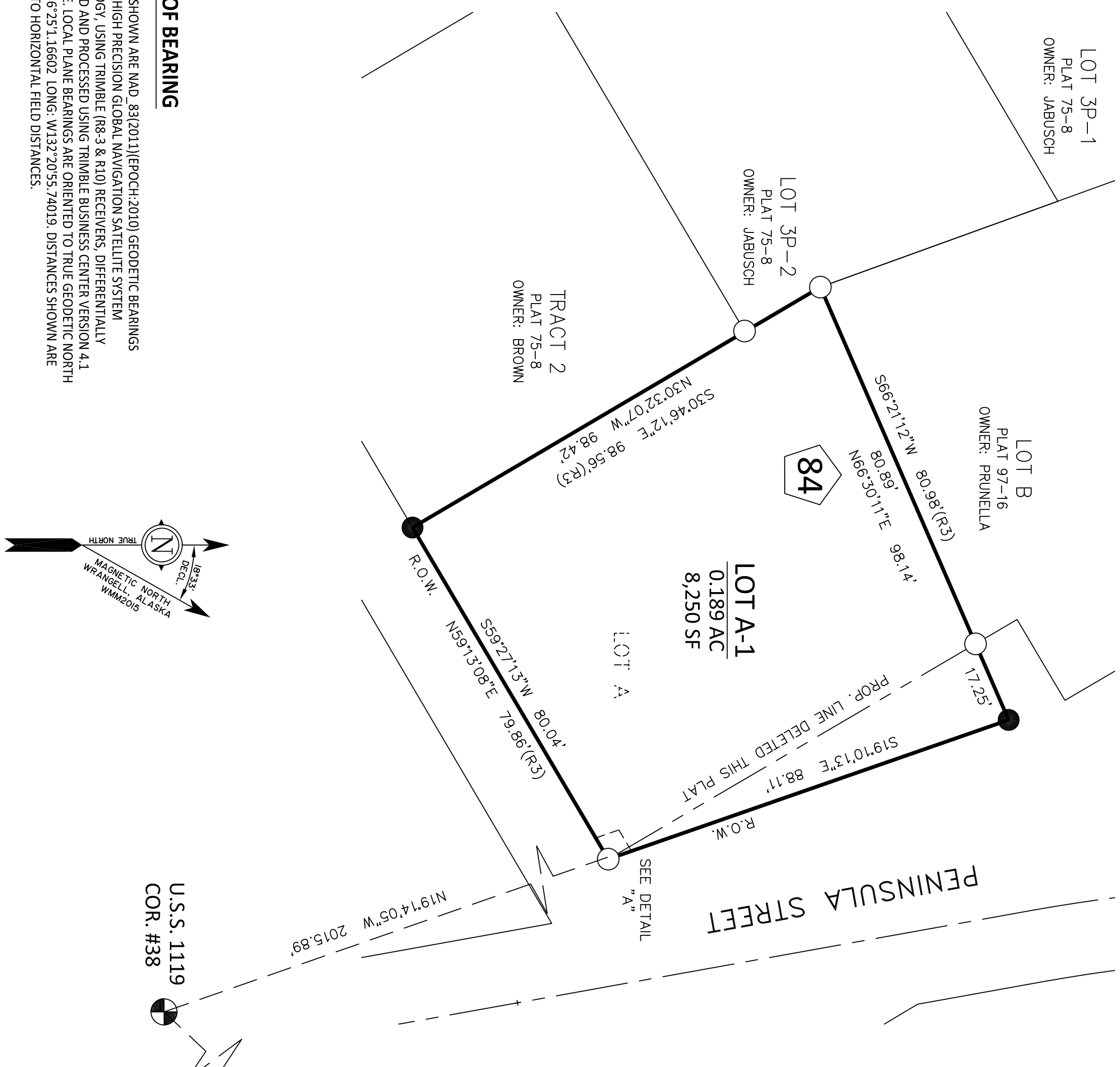
1. LOT A-1, BROWN REPLAT (SINGLE FAMILY RESIDENTIAL)

NOTES

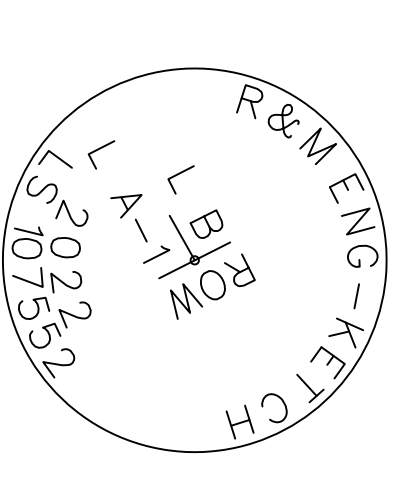
1. THE ERROR OF CLOSURE OF THIS SURVEY DOES NOT EXCEED 1:5000.
2. ALL BEARINGS SHOWN ARE TRUE BEARINGS AS ORIENTED TO THE BASIS OF BEARING AND DISTANCES SHOWN ARE REDUCED TO HORIZONTAL FIELD DISTANCES.
3. REFERENCE THE FOLLOWING WITHIN THE WRANGELL RECORDING DISTRICT:
 - U.S. No. 1119 (WRANGELL TOWNSITE)
 - PLAT 68-46
 - PLAT 75-8
 - PLAT 77-7
 - PLAT 81-6
 - PLAT 94-10 (PENINSULA STREET R.O.W.)
 - PLAT 97-16 (P.C. RESUBDIVISION)
 - DEED 2020-060925-0

LEGEND	
	BLOCK NUMBER
	SECONDARY MONUMENT SET THIS SURVEY
	PRIMARY MONUMENT RECOVERED
	UNSURVEYED
	SURVEYED
	ROW CENTERLINE
	M EASURED DATA
(R1)	RECORD PER U.S.S. 1119 (WRANGELL TOWNSITE)
(R2)	RECORD PER PLAT 94-10 (PENINSULA STREET R.O.W.)
(R3)	RECORD PER PLAT 97-16 (P.C. RESUBDIVISION)

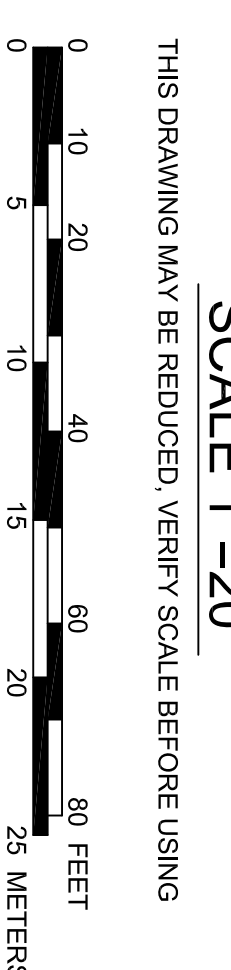
BASIS OF BEARING
 BEARINGS SHOWN ARE MADE 8/31/2011 (EPOCH 2010) GEODETIC BEARINGS BASED ON HIGH PRECISION GLOBAL NAVIGATION SATELLITE SYSTEM (GPS) DATA. ALL DISTANCES SHOWN ARE HORIZONTAL FIELD DISTANCES. ALL CORRECTED AND PROCESSED USING TRIMBLE BUSINESS CENTERS VERSION 4.1 SOFTWARE. LOCAL PLANE BEARINGS ARE ORIENTED TO TRUE GEODETIC NORTH AT LAT: N66°25'1.8602" LONG: W132°29'55.74015" DISTANCES SHOWN ARE REDUCED TO HORIZONTAL FIELD DISTANCES.



TYPICAL SECONDARY MONUMENT SET THIS SURVEY



SET 5/8" X 30" LONG REBAR (UNLESS OTHERWISE NOTED) AND 2" ALUMINUM CAP WITH PLASTIC INSERT



SHEET 1 OF 1

PRSM
 REAL ESTATE SURVEYING CORPORATION, INC.
 7780 REVILLA ROAD, SUITE 300
 KETCHIKAN, AK 99901
 Phone: (907) 225-2917
 Fax: (907) 225-3441
 WRANGELL OFFICE
 P.O. BOX 2286
 WRANGELL, AK 99929
 Phone: (907) 505-0820
 CERTIFICATE OF AUTHORIZATION # C578

BROWN REPLAT
 A REPLAT OF LOT A, WITHIN BLOCK 84, OF WRANGELL TOWNSITE, ACCORDING TO P.C. RESUBDIVISION, RECORDED AS PLAT 97-16; AND THE VACATION OF A PORTION OF PENINSULA STREET R.O.W.;
 CREATING LOT "A-1", BROWN REPLAT CONTAINING 0.189 ACRES MORE OR LESS

LOCATED WITHIN WRANGELL TOWNSITE (U.S.S. 1119)
 WRANGELL, ALASKA 99929
 WRANGELL RECORDING DISTRICT
 SURVEYED BY: MICHAEL DRAVANI
 DATE: NOVEMBER 2021 - MARCH 2022
 SCALE: 1"=20'
 CHECKED: CGP
 R&M PROJECT NO: 212789

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	March 22, 2022
	<u>Agenda Section</u>	6

RESOLUTION No. 03-22-1673 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, PROVIDING FOR THE AMENDMENT TO THE JOB DESCRIPTION FOR THE POWER GENERATION MECHANIC/OPERATOR AND AMENDING THE UNION WAGE AND GRADE TABLE

SUBMITTED BY:

Rod Rhoades, Electrical Utility Superintendent

FISCAL NOTE:

Expenditure Required:		
FY 20: N/A	FY 22: N/A	FY23: N/A
Amount Budgeted:		
\$ 83,016		
Account Number(s): 70000.202.6001, 70000.202.6005, 70000.202.6100		
Account Name(s): Wage and Salaries, Overtime, Personal Benefits		
Unencumbered Balance(s) (prior to expenditure):		
\$		

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. 03-22-1673
 2. Power Generation Mechanic/Operator Job Description
 3. Union Wage Table, as amended

This item is being considered under the Consent Agenda. Matters listed under the consent agenda are considered to be routine and will be enacted by one motion and vote. There will be no separate discussion on these items. **If the Mayor, and Assembly Member, the Manager or Clerk requests discussion and/or consideration on an item under the Consent Agenda, that item will be removed from the Consent Agenda and will be considered under Unfinished Business.**

RECOMMENDATION MOTION (*Consent Agenda Item*):

Move to approve Resolution No. 03-22-1673.

SUMMARY STATEMENT:

To better capture the duties and responsibilities of WML&P's Power Generation Mechanic/ Operator it has become necessary to rewrite the job description to reflect those duties and responsibilities assigned to the Power Generation Mechanic/ Operator.

Changes have been made to the Job Description Title, from Diesel Electric Mechanic to Power Generation Mechanic/ Operator.

Statements about major maintenance and/or repairs have been removed, and statements about general cooperation and help with the WML&P Line crew have been added.

All other aspects of the job description have not been amended.

CITY AND BOROUGH OF WRANGELL, ALASKA

RESOLUTION No. 03-22-1673

A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, PROVIDING FOR THE AMENDMENT TO THE JOB DESCRIPTION FOR THE POWER GENERATION MECHANIC/OPERATOR AND AMENDING THE UNION WAGE AND GRADE TABLE

WHEREAS, the addition of this position description allows the City and Borough of Wrangell’s Administration Department the ability to appropriately add the duties and responsibilities of the Power Generation Mechanic/Operator; and

WHEREAS, the rate of pay for the Power Generation Mechanic/Operator position is a grade 20 with the pay range from \$25.95 to \$32.71; and

WHEREAS, this position has been reviewed, and the job description more accurately reflects actual duties, responsibilities, and qualifications; and

WHEREAS, it is the desire of the City and Borough of Wrangell to bring all job descriptions into compliance with current standards; and

NOW, THEREFORE, BE IT RESOLVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA,

Section 1. The attached Exhibit “A” includes the job description which describe the duties, responsibilities, and qualifications for the Power Generation Mechanic/Operator.

Section 2. The attached Exhibit “B” is the Union Wage and Grade Table, reflecting the change for this position from the “Diesel Electric Mechanic” to the Power Generation Mechanic/Operator.

Section 3. The new job description and wage table for the Power Generation Mechanic/Operator position will be effective as of March 22, 2022.

ADOPTED: _____, 2022

Stephen Prysunka, Mayor

ATTEST: _____
Kim Lane, Borough Clerk

City & Borough of Wrangell

Position Description

Position: Power Generation Mechanic/Operator	Type: Permanent, Full-Time
Department/Site: Light Department	FLSA: Non-exempt
Evaluated by: Superintendent Electrical Utility	Salary Grade: 20

Summary

Maintain and operate standby electrical generation facility. When regular duties permit or circumstances require, assist the Line Department as a ground person, meter reader, or equipment operator. Occasionally work with other City departments, assisting in special projects.

Distinguishing Career Features

The Power Generation Mechanic/Operator has one of the most versatile roles in the electric department, and as such, must be able to prioritize tasks, follow directions, work well with others, and be comfortable switching between tasks and situations

Essential Duties and Responsibilities (The duties listed in this section are intended as an illustration of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.)

MAINTAIN AND OPERATE STANDBY GENERATION FACILITY

- Perform scheduled or routine maintenance on diesel engines, generators, electrical switchboards, compressors, control systems, pumps and other related equipment as directed by the Electrical Superintendent. This also includes building and grounds maintenance. Operates Generators during scheduled and emergency outages.

RECORDKEEPING

- Maintains detailed records on diesel electrical generation system maintenance, lubrication, part inventories, and costs. Maintains and updates all parts and service manuals.

PURCHASING

- Obtains price quotes and places orders with the Electrical Superintendent's approval.

MAINTENANCE AND REPAIRS

- Inspects diesel preheat systems, cooling systems, air systems and lubricating systems.
- Complete Preventive Maintenance (PMs) and minor repairs

TEAMWORK AND COOPERATION

- When necessary, or as determined by the Electrical Superintendent, assists the Line Department as a ground worker, meter reader, or equipment operator. Performs other related tasks and duties as required or assigned. Works cooperatively with other employees, internal agencies, and the public.
- As needed, this position may be required to assist with callouts at any time due to emergencies to facilitate and sustain departmental operations. Must be willing to work odd hours as required by the work environment.
-

Qualifications

▪ **Knowledge and Skills**

- Requires knowledge of safety standards and expertise necessary to ensure conformance to them.
- Requires knowledge of diesel mechanics and operation.
- Requires knowledge of voltage regulators, AC generation control, and protection systems.
- Requires knowledge of generator operation, and utility switching operations.
- Requires demonstrated skill in organizing and prioritizing work.
- Requires knowledge of recordkeeping procedures and the ability to keep an accurate account of inventories.
- Requires knowledge of parts and supplies purchasing procedures.
- Requires ability to work with vendors, place orders and able to make adjustments.
- Requires writing and computer skills to prepare reports.
- Requires sufficient mathematics skill to read, record, and compute precise measurements.
- Requires sufficient human relation skills to train others and exchange technical information.
- Requires the ability to obtain various job-related certifications and training.

▪ **Abilities**

- Requires the ability to perform diesel generator maintenance projects and tasks.
- Requires the ability to diagnose a full range of problems associated with diesel generator operation and safety.
- Ability to read and interpret blueprints at a basic level.
- Must have basic computer skills, including use of Microsoft's Word, Excel, and Outlook programs.
- Requires the ability to plan, prioritize, and assign work to meet schedules and timelines.
- Requires the ability to use common mechanics tools to operate equipment to perform maintenance and repair tasks.
- Requires the ability to read technical manuals and schematics and write such sufficiently to perform the duties of this classification.
- Requires the ability to estimate the scope of work assignments in terms of labor and materials and secure necessary tools and materials to complete assignments.
- Requires the ability to assign and perform a variety of maintenance and repair activities simultaneously.
- Must be able to observe general safety procedures.
- Requires the ability to obtain and maintain applicable certifications.
- Requires the ability to communicate effectively and work as a contributing team member and work productively and cooperatively external customers, contractors, and other employees of the organization.
- Requires knowledge of electrical power generation and the ability learn to manage power loads across multiple diesel generators.
- Requires ability to troubleshoot and maintain the diesel engine of the generator.
- Requires ability to troubleshoot and maintain the generator end of generator.
- Ability to work cooperatively with the Line Crew
- Ability to accurately read and record meter readings
- Willingness to perform various job-related duties as required or assigned.
- Must have a strong sense of teamwork and the ability to work cooperatively with others.

- Requires good verbal interpersonal skills and interaction skills

- **Physical Abilities**

- Ability to operate hand-held equipment and to perform active, physically demanding duties.
- Requires ambulatory ability and strength to maintain cardiovascular fitness to engage in strenuous physical labor such as lifting and carrying materials up to 75 pounds on a frequent basis, to reach from awkward positions using hand-eye coordination to insert parts, and to climb and balance.
- Requires near and far visual acuity to drive, to read and write, to read detailed schematics, and to perform repair work.
- Requires enough hearing and speech ability to hear sound prompts and vehicle sounds, and to carry on conversations in person and over the phone.
- Frequently required to stand, walk, use hands to handle, or feel objects, tools, or controls, climb or balance, talk or hear, sit, stoop, kneel, crouch or crawl.

- **Education and Experience**

- **Licenses and Certificates**

- Must have a valid Alaska Driver's License, or the ability to obtain one within 6 months.
- Must have a valid First Aid/CPR card or be able to obtain one within 6 months of initial employment.
- Must have a valid State of Alaska CDL, or the ability to obtain one within 6 months which must be maintained by the employee through employment.

- **Working Conditions**

- Will sometimes be required to work irregular hours.
- Work is performed indoors and outdoors where significant safety considerations exist from physical labor, moving equipment, and temperature and noise extremes. Will frequently work in outside weather conditions and will regularly be exposed to extreme cold. The employee is occasionally exposed to wet and/or humid conditions, fumes, airborne particles, toxic or caustic chemicals, extreme heat and the risk of electrical shock.
- The noise level in the work environment is moderated noisy.

This job/class description, describes the general nature of the work performed, representative duties as well as the typical qualifications needed for acceptable performance. It is not intended to be a complete list of all responsibilities, duties, work steps, and skills required of the job.

Resolution No. 03-22-1673

Wage Scale, IBEW-represented positions, July 1, 2021 to June 30, 2024

As per the IBEW Collective Bargaining Agreement dated December 14, 2021, Section 6.1.4 Effective July 1, 2022, all steps on the July 1, 2021 (Res 12-21-1652) wage and grade table in Appendix B will be increased by two percent (2%).

City & Borough of Wrangell

Grade	Step	NEW												
		STEP 1	2	3	4	5	6	7	8	9	10	11	12	13
13	Harbor Maintenance/Security	18.92	19.28	19.65	20.02	20.40	20.81	21.21	21.61	22.02	22.46	22.89	23.34	23.79
14	Maint Specialist I	19.77	20.15	20.54	20.94	21.34	21.75	22.17	22.60	23.03	23.47	23.92	24.39	24.86
15	Administrative Assistant-Harbors	20.67	21.06	21.46	21.87	22.31	22.74	23.17	23.61	24.08	24.54	25.02	25.50	26.00
15	Water Trt. Plt. Apprentice	20.67	21.06	21.46	21.87	22.31	22.74	23.17	23.61	24.08	24.54	25.02	25.50	26.00
15	Maintenance Specialist	20.67	21.06	21.46	21.87	22.31	22.74	23.17	23.61	24.08	24.54	25.02	25.50	26.00
15	Custodian - Light Maintenance	20.67	21.06	21.46	21.87	22.31	22.74	23.17	23.61	24.08	24.54	25.02	25.50	26.00
16	Electrical Dispatch Secretary	21.60	22.01	22.45	22.88	23.32	23.77	24.25	24.70	25.17	25.66	26.16	26.67	27.19
16	Sanitation Worker	21.60	22.01	22.45	22.88	23.32	23.77	24.25	24.70	25.17	25.66	26.16	26.67	27.19
17	Port & Harbor Maintenance	22.61	23.04	23.48	23.94	24.41	24.88	25.36	25.87	26.37	26.88	27.40	27.93	28.48
19	Mechanic	24.77	25.25	25.74	26.23	26.73	27.24	27.78	28.32	28.86	29.43	30.00	30.58	31.18
19	Diesel Electric Mechanic Assistant	24.77	25.25	25.74	26.23	26.73	27.24	27.78	28.32	28.86	29.43	30.00	30.58	31.18
19	Maint. Specialist II/Heavy Equip Operator	24.77	25.25	25.74	26.23	26.73	27.24	27.78	28.32	28.86	29.43	30.00	30.58	31.18
19	Water/Wastewater Treatment Operator	24.77	25.25	25.74	26.23	26.73	27.24	27.78	28.32	28.86	29.43	30.00	30.58	31.18
19	Marine Service Ctr & Harbor Team Leader	24.77	25.25	25.74	26.23	26.73	27.24	27.78	28.32	28.86	29.43	30.00	30.58	31.18
	Diesel Electric Mechanic - Power													
20	Generation Mechanic/Operator	25.95	26.45	26.96	27.50	28.03	28.57	29.13	29.70	30.27	30.87	31.47	32.08	32.71
20	Maint. Specialist III/Heavy Equip Operator	25.95	26.45	26.96	27.50	28.03	28.57	29.13	29.70	30.27	30.87	31.47	32.08	32.71
23	Public Works Foreman	29.12	29.69	30.26	30.86	31.46	32.06	32.70	33.33	33.98	34.65	35.33	36.02	36.72
23	Water Treatment Leadman	29.12	29.69	30.26	30.86	31.46	32.06	32.70	33.33	33.98	34.65	35.33	36.02	36.72
23	Wastewater Treatment Leadman	29.12	29.69	30.26	30.86	31.46	32.06	32.70	33.33	33.98	34.65	35.33	36.02	36.72
23	Mechanic Lead	29.12	29.69	30.26	30.86	31.46	32.06	32.70	33.33	33.98	34.65	35.33	36.02	36.72
23	Facility Maintenance Specialist Lead	29.12	29.69	30.26	30.86	31.46	32.06	32.70	33.33	33.98	34.65	35.33	36.02	36.72
27	Electrical Lineman	34.25	34.92	35.60	36.31	37.02	37.74	38.48	39.23	40.01	40.79	41.59	42.41	43.24
29	Electrical Line Foreman	37.26	38.01	38.74	39.51	40.28	41.08	41.88	42.71	43.54	44.40	45.27	46.16	47.07
	Lineman Apprentice		50%	55%	60%	65%	75%	80%	85%	90%	100%			
			18.87	20.76	22.64	24.53	28.31	30.19	32.08	33.97	37.74			
			12/1/2017	6/1/2018	12/1/2018	6/1/2019	12/1/2019	6/1/2020	12/1/2020	6/1/2021	12/1/2021			

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	March 22, 2022
	<u>Agenda Section</u>	6

RESOLUTION No. 03-22-1677 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL APPROVING AMENDMENT 0001 OF THE COOPERATIVE AGREEMENT WITH THE U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION FOR THE NON-MOTORIZED TRANSPORTATION SYSTEM PROJECT

SUBMITTED BY:

Amber Al-Haddad, Capital Facilities Director

FISCAL NOTE:

Expenditure Required:		
FY 20:	FY 22:	FY23:
Amount Budgeted:		
\$		
Account Number(s):		
24300 142 9999 48 24004		
Account Name(s):		
Non-Motorized Transportation System		
Unencumbered Balance(s) (prior to expenditure):		

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. 03-22-1677; 2. Federal Lands Access Program, Project Memorandum of Agreement, Amendment 0001

This item is being considered under the Consent Agenda. Matters listed under the consent agenda are considered to be routine and will be enacted by one motion and vote. There will be no separate discussion on these items. **If the Mayor, and Assembly Member, the Manager or Clerk requests discussion and/or consideration on an item under the Consent Agenda, that item will be removed from the Consent Agenda and will be considered under Unfinished Business.**

RECOMMENDATION MOTION (Consent Agenda Item):
Move to approve Resolution No. 03-22-1677.

SUMMARY STATEMENT:

In 2014, the City and Borough of Wrangell was a recipient of federal funds under the Department of Transportation, Federal Highway's, Federal Lands Access Program (FLAP) to construct the Non-Motorized Transportation System. The project's federal funds were approved for allocation during FY18 and FY19.

A Cooperative Agreement and a Memorandum of Agreement was approved by the Assembly in August 2018 for this federal grant funded project.

Further planning and developing of this project identified a shortfall in funds to design and construct the project. Federal Highways allowed the CBW to pursue a scoping project, which did not require construction to follow to ensure the scoping project expenditure was reimbursable by the grant. Having nearly completed the scoping project, which included survey, environmental review with wetland delineation, 35% level design documents and an updated project cost estimate, Federal Highways encouraged us to request additional project funding.

We were successful in obtaining an additional \$494,879. Added to the previous grant amount of \$499,700, amendment no 1 identifies the total sum of project grant funding in the amount of \$994,579 for the project.

A 9.03% match, equal to \$89,810, is required for this total project amount. Between the CBW and USFS staff labor match, there is over a \$20,000 value toward the required match to date. Additional staff time will contribute to the match. Further, the USFS received a RAC grant to fund an SCA crew to work on trails and has committed a portion of their time in Wrangell toward a small, 200' section of connector trail construction. The CBW has further committed up to \$50,000 as a cash match as needed to complete the required match if not met with in-kind labor.

The remaining scoping project task is receiving a final determination of wetlands by the US Army Corps of Engineers. Pending results of that determination and any possible compensatory mitigation required, we could begin the final design phase promptly.

Resolution 03-22-1677 approves receipt of the additional \$494,879 grant funds from the Federal Highways FLAP and authorizes the Borough Manager to execute Amendment 1 to the Cooperative Agreement.

RESOLUTION NO. 03-22-1677

A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA APPROVING AMENDMENT 0001 OF THE COOPERATIVE AGREEMENT WITH THE U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION FOR THE NON-MOTORIZED TRANSPORTATION SYSTEM PROJECT

WHEREAS, federal funding was allocated to the City and Borough of Wrangell in 2018 and 2019 from the U.S. Department of Transportation, Federal Highways, Federal Lands Access Program (FLAP) to construct the Non-Motorized Transportation System; and

WHEREAS, the U.S. Department of Transportation, Federal Highways, Federal Lands Access Program (FLAP) has approved additional project funding in the amount of \$494,879; and

WHEREAS, the City and Borough of Wrangell will meet the 9.03% match requirement for the additional grant funding through a combination of in-kind Borough and USFA labor and a FY22 capital project budget approval of \$50,000 cash allocation from the Commercial Passenger Vessel Excise Tax Fund to the project; and

WHEREAS, a grant amendment is required to secure this additional funding from the U.S. Department of Transportation, Federal Highways, Federal Lands Access Program (FLAP).

NOW, THEREFORE, BE IT RESOLVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, that:

Section 1: The Assembly of the City and Borough of Wrangell, Alaska hereby amends the FY 2022 Budget in the Parks and Recreation Capital Project Account for the Non-Motorized Transportation System project by approving Grant Amendment No. 0001 from the US Department of Transportation Federal Highway Administration, Federal Lands Access Progrant (FLAP) to accept grant funds in the amount of \$494,879 and authorize its expenditure.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA this 22ND day of March, 2022.

CITY & BOROUGH OF WRANGELL, ALASKA

Stephen Prysunka, Mayor

ATTEST: _____
Kim Lane, Borough Clerk

Federal Lands Access Program Project Memorandum of Agreement Amendment 0001

Project / Facility Name: AK WRANGELL 2015(1), City and Borough of Wrangell Non-Motorized Transportation System

Project Route: Wrangell Non-Motorized Transportation System

State: Alaska

County(ies): City and Borough of Wrangell

Owner of Federal Lands to which the Project Provides Access: City and Borough of Wrangell

Entity with Title or Maintenance Responsibility for Facility: City and Borough of Wrangell

Type of Work: Improve and create off-road parking and new connector trails by providing hardened and delineated pathways to a network of existing informal footpaths, thus making them passable for practical, secondary transportation purposes.

- ROW and Permitting
- NEPA
- Preliminary Engineering,
- Reconstruction and new Construction,
- Construction Engineering / Contract Administration

This Agreement does not obligate (commit to) the expenditure of Federal funds nor does it commit the parties to complete the project. Rather, this agreement sets forth the respective responsibilities as the project proceeds through the project development process.

Parties to this Agreement: Federal Highway Administration, Western Federal Lands Highway Division, the City and Borough of Wrangell, and USFS – Tongass National Forest

The Program Decision Committee approved this project on June 26, 2014.

AGREED:

City and Borough of Wrangell Date

M. Earl Stewart Digitally signed by M. Earl Stewart
Date: 2022.03.08 09:28:00 -09'00'

USFS – Tongass National Forest Date

Director of Program Administration – Federal Highway Administration Date

A. PURPOSE OF THIS AGREEMENT:

This Agreement documents the intent of the parties and sets forth the anticipated responsibilities of each party in the development, construction, and future maintenance of the subject project. The purpose of the Agreement is to identify and assign responsibilities for the environmental analysis, design, right-of-way, utilities, acquisition and construction as appropriate for this programmed project, and to insure maintenance of the facility for public use if improvements are made. The parties understand that any final decision as to design or construction will not be made until after the environmental analysis required under the National Environmental Policy Act (NEPA) is completed (this does not prevent the parties from assigning proposed design criteria to be studied in the NEPA process.) Any decision to proceed with the design and construction of the project will depend on the availability of appropriations at the time of obligation and other factors such as issues raised during the NEPA process, a natural disaster that changes the need for the project, a change in Congressional direction, or other relevant factors.

If Federal Lands Access Program funds are used for the development or construction of this project, the City and Borough of Wrangell and the USFS – Tongass National Forest agrees to provide a match funding.

B. AUTHORITY:

This Agreement is entered into between the signatory parties pursuant to the provisions of 23 U.S.C. 204.

C. JURISDICTION AND MAINTENANCE COMMITMENT:

The City and Borough of Wrangell has jurisdictional authority to operate and maintain the existing facility and will operate and maintain the completed project at its expense.

D. FEDERAL LAND MANAGEMENT AGENCY COORDINATION:

The City and Borough of Wrangell has coordinated project development with the USFS – Tongass National Forest. The USFS – Tongass National Forest support of the project is documented in the project proposal AK14-04. In addition, the USFS – Tongass National Forest will provide in-kind match through NEPA support.

E. PROJECT BACKGROUND / SCOPE:

In 2011, an interagency steering committee worked cooperatively to address fundamental health, life and safety needs associated with outdoor recreation. The City and Borough of Wrangell, with USFS assistance, worked within a larger community committee to prioritize outdoor recreation opportunities. The Wrangell Sustainable Outdoor Recreation Plan was the result of the committee's efforts, which prioritized nonmotorized trails as the number-one focus. This project is a partnership between local, state and federal agencies to enhance non-motorized access to Wrangell, following the recommendations of Wrangell's nonmotorized transportation plan.

The project concentrates on enhancing trails that serve as an access point, for local recreationalists and visitors traveling to Wrangell, to approximately 128,000 acres of local, state and federal lands on Wrangell Island (of which approximately 110,000 acres is federal lands) and an additional 1,597,021 square miles of Tongass National Forest lands that lie within the Wrangell Borough, while simultaneously addressing significant infrastructure

deficiencies associated with access. Additionally, sustainable improvements to infrastructure are needed for a community of fewer than 2,500 residents to manage an annual visitation of approximately 25,000 visitors (statistics from 2013) concentrated into a five-month period.

Phase I consists of improvements **to an extension** to the Mt. Dewey Trail and a connector trail from the existing Volunteer Loop Trail to Ishiyama Drive, for access to the East Channel Paddle Craft Trail, all of which are major non-motorized transportation routes. This project will improve and/or create off-road parking and new connector trails by providing hardened and delineated pathways to a network of existing informal footpaths, thus making them passable for practical, secondary transportation purposes. This project will also serve to improve pedestrian safety while creating parking while providing access to, and from, federal lands.

The trail’s design will conform to US Forest Service Trail Design Parameters. The parking lot area will conform to AASHTO standards.

F. PROJECT BUDGET:

Item	Estimates (\$)	Comments
Stewardship and Oversight	\$15,000	To FHWA for S/O
ROW / USACE Permitting	\$25,000	
Utilities	\$0	
NEPA	\$17,000	
Preliminary Engineering	\$105,261	
Construction	\$832,318	Includes Construction Engineering
Construction Engineering	\$0	Included in Construction
Contingency		
Total	\$994,579	
Match Required at 9.03%	\$89,810	

Phase	FLAP Funds			LPA Match		Total
	To FHWA	To LPA	Total	LPA	Total	
PE	\$10,000	\$133,060	\$143,060	\$14,201	\$14,201	\$157,261
CE/CN	\$5,000	\$756,709	\$761,709	\$75,609	\$75,609	\$837,318
	\$15,000	\$889,769	\$904,769	\$89,810	\$89,810	\$994,579

G. ROLES AND RESPONSIBILITIES:

The USFS – Tongass National Forest will provide technical and NEPA support. This includes, but is not limited to: providing documentation, performing studies, etc. The City and Borough of Wrangell will be responsible for obtaining permits. FHWA will be responsible for making an environmental decision. The decision will be based on the USFS – Tongass National Forest’s input.

The City and Borough of Wrangell will administer the other phases of project development such as survey, geotechnical investigation, right-of-way plan preparation, preliminary and final design. The City and Borough of Wrangell will obtain, or will require the contractor to obtain, all necessary Federal, State, or local permits.

The City and Borough of Wrangell will be responsible for the acquisition of any rights-of-way, easements and / or permits necessary to complete the project. The City and Borough of Wrangell will not initiate right-of-way acquisition until FHWA has written an environmental decision document.

Prior to the City and Borough of Wrangell soliciting bids for the project, the City and Borough of Wrangell will certify to FHWA that all right-of-way appraisals and acquisitions have been performed in accordance with the Uniform Relocation Assistance and Real Properties Acquisition Policies Act of 1970 and the Uniform Relocation Act Amendments of 1987.

Although utility work is not expected, the City and Borough of Wrangell will be responsible for the relocation of any utilities necessary to complete the project. In accordance with 23 CFR PART 645.103; any applicable reimbursement to the utility company will be governed by State and federal Laws and regulations, or Occupancy Permits. Utility relocation costs will be reimbursable under the construction costs for the project.

During the construction phase, the City and Borough of Wrangell will appoint a Project Engineer to oversee and inspect the work to ensure a quality product. The construction will be governed by the Standard Specifications for Construction of Trails and Trail Bridges on Forest Service Projects (2014).

The City and Borough of Wrangell will be responsible for the following:

- Appointing a representative who will be the primary contact for FHWA’s Project Manager.
- Project activities identified in Section P.
- Provide appropriate match to all FLAP funds expended on the project even if the project is terminated prior to completion.
- Upon completion of construction, provide copies of final inspection demonstrating the project has been constructed in substantial conformity with the approved plans and specifications.
- Provide written confirmation of its final acceptance of the constructed project.
- Compliance with terms and conditions as noted in 2 CFR 200 Common Rule Requires and other legal requirements contained in Attachment 1.

USFS – Tongass National Forest will be responsible for the following:

- Appointing a representative who will be the primary contact for FHWA’s Project Manager
- Project activities identified in Section P.
- Provide appropriate match to all FLAP funds expended on the project even if the project is terminated prior to completion.
- Provide written confirmation of its final acceptance of the constructed project.

FHWA will be responsible for the following:

- Stewardship and oversight activities identified in Section P.
- FHWA decisions that may not be delegated, identified in Section P.

H. ROLES AND RESPONSIBILITIES – SCHEDULE:

Responsible Lead	Product/Service	Schedule Start/Finish
USFS	Provide NEPA Documents	July 2018/October 2018
FHWA	NEPA Decision	30 days after complete & satisfactory documentation is provided (decision received December 27, 2018)
CBW	Submit PS&E	March 2022/March 2022
FHWA	Approve PS&E	April 2022/April 2022
CBW	Advertise/Award	May 2022/May 2022
CBW	Construction	June 2022/October 2022
CBW	Project Closeout	November 2022/December 2022

I. PROPOSED DESIGN STANDARDS:

The following design criteria will be applied on the project:

Criteria		Comments
Design	USFS Manual for Trail Design Parameters	Mt. Dewey Trail and Volunteer Loop Connector Trail
Functional Classification	Local Road	Ishiyama Drive
Surface Type	Aggregate, Boardwalk, Geogrid panels	
Design Volume	200 hikers	

Isolated exceptions to standards, such as individual cures that will not meet the selected design speed, will be documented and approved by FHWA.

J. FUNDING:

Fund Source	Cash	Comments
Title 23 program funds – FLAP Funds	\$904,769	Includes \$15,000 for WFL S/O
Local Matching Share – City and Borough of Wrangell	\$64,810	In-Kind and Cash Support

Other Funds – USFS – Tongass National Forest	\$25,000	In-Kind NEPA and Design Support
TOTAL	\$994,579	

K. MATCHING SHARE REQUIREMENTS:

The purpose of this section is to document the intent of the City and Borough of Wrangell to meet its match requirement for the subject project as authorized under section 23 USC 201(b)(7)(B). All FLAP expenditures associated with this project will need to be match by a Non-Federal source, by other Federal funds other than those made available under Tiles 23 and 49 of the United States Code, or by funds made available under 23 U.S.C. 202 and 203. The matching requirement under the FAST Act will be met by the City and Borough of Wrangell.

The City and Borough of Wrangell and USFS – Tongass National Forest have committed to the project. The forms of match shall be those consistent with the ‘Federal-Aid Guidance Non-Federal Matching Requirements’ and as approved by FHWA. In the state of Alaska, 9.03% of the total project is the required match.

This project is authorized to use a Tapered Match. Under this approach, the non-Federal match is imposed over the entire project rather than individual progress payments. Timing of all fund transfers are specified in the Funding Plan. Tapered Match is authorized because it will result in an earlier completion date.

Estimated costs and fiscal year (FY) for the funding are based on the best budgeting and scheduling information known at the time. The final match will be determined based on actual expenditures at the conclusion of project work. Matching cash funds in FHW receipt may need to be supplemented, or returned, once actual expenditures are determined. As noted under Modifications, if costs increase over the amount within this agreement, FHWA will consult with the agency providing Match before granting approval.

Maintain all project records, including source documentation for all expenditures and in-kind contributions, for the period of three (3) years from the date of final acceptance. If any litigation claim, negotiation, or audit has been started before expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues that arise from it.

L. PROJECT TEAM MEMBERS – POINT OF CONTACT:

The following table provides the points of contact for this project. They are to be the first persons to deal with any issues or questions that arise over the implementation of each party’s role and responsibility for this agreement.

NAME / TITLE	ORGANIZATION	TELEPHONE NO. / E-MAIL
Amber Al-Haddad Capital Facilities Director	City and Borough of Wrangell	907-874-3902 Aal-haddad@wrangell.com
Clint Kolarich, District Ranger	USFS – Tongass National Forest	907-874-7500 clint.kolarich@usda.gov
Aaron Eklund Project Manager	FHWA - WFLHD	360-619-7718 aaron.eklund@dot.gov

M. CHANGES / AMENDMENTS / ADDENDUMS:

The agreement may be modified, amended, or have addendums added by mutual agreement of all parties. The change, amendment, or addendum must be in writing and executed by all of the parties.

Potential changes include, but are not limited to, changes that significantly impact scope, schedule, or budget; changes to the local match, either in type or responsibility; change that alter the level of effort or responsibilities of a party. The parties commit to consider suggested changes in good faith. Failure to reach agreement on changes may be cause for termination of this agreement.

A change in composition of the project team members does not require the agreement to be amended.

It is the responsibility of the project team members to recognize when changes are needed and to make timely notifications to their management in order to avoid project delivery delays.

N. ISSUE RESOLUTION PROCEDURES MATRIX:

Issues should be resolved at the lowest level possible. The issue should be clearly defined in writing and understood by all parties. Escalating to the next level can be requested by any party. When an issue is resolved, the decision will be communicated to all levels below.

FHWA	City and Borough of Wrangell	USFS – Tongass National Forest	Time
Aaron Eklund Project Manager aaron.eklund@dot.gov 360-619-7718	Amber Al-Haddad Capital Facilities Director aal-haddad@wrangell.com 907-874-3902	Clint Kolarich, Wrangell District Ranger clint.kolarich@usda.gov 907-874-7500	15 Days
Kristin Austin Planning and Programming Branch Chief kristin.austin@dot.gov 360-619-7625	Jeff Good Borough Manager jgood@wrangell.com 907-874-2381	Brad Job, Forest Engineer leonard.job@usda.gov 907-228-6339	15 Days
Dan Donovan Director of Program Administration daniel.donovan@dot.gov 360-619-7966		M. Earl Stewart Forest Supervisor marvin.stewart@usda.gov 907-228-6281	15 Days

O. TERMINATION:

This agreement may be terminated by mutual written consent of all parties. This agreement may also be terminated if either the NEPA process or funding availability requires a change and the parties are not able to agree to the change. Any termination of this agreement shall not prejudice any rights or obligations accrued to the parties prior to termination. If Federal access funds have been expended prior to termination, the party responsible for the match

agrees to provide a match in the applicable percentage of the total amount expended on the project prior to the termination.

Item d.

P. STEWARDSHIP & OVERSIGHT ACTIVITIES:

Phase	Item	Roles		
		CBW	USFS – TNF	FHWA
Environmental	Complete all environmental documents necessary for FHWA to develop an environmental decision	Provide as applicable	Provide	Review and prepare environmental decision
Environmental	Provide final NEPA documents			Provide
Design	Complete 30% PS&E	Provide		Review and concur
Design	Complete 95% PS&E	Provide		Review and concur
Design	Prepare design exceptions for review	Provide		Review and approve
Design	Obtain all permits necessary for construction	Comply	Provide	Review
Design	Complete right-of-way certification and acquisition diaries	Provide		Review
Acquisitions	Approval of proprietary products	Provide		Review
Acquisitions	Contract package for required clauses (Civil Rights, Davis Bacon, Buy America/American, etc.)	Provide		Review
Acquisitions	Copy of Awarded Project	Provide		File copy
Acquisitions	Review and approve contract modifications	Provide		Review and Approve
Construction	Attend Pre-Construction Meeting	Attend	Attend as determined by FLMA	Attend as determined by FHWA
Construction	Mid construction project inspection	Attend	Attend as determined by FLMA	Attend as determined by FHWA
Construction	Final construction project inspection	Attend	Attend as determined by FLMA	Attend as determined by FHWA
Construction	Construction photographs of project, before, during	Provide		Review documents

Item d.

	(quarterly) and post construction			
Construction	Copy of As-Builts	Provide		File
Construction	Contract disputes (Claims)	Provide		Review and provide assistance as warranted
Construction	Copy of Final Construction Acceptance Letter and report	Provide	Provide	Review documents

Attachment 1

2 CFR 200 Common Rule Requirements and Other Legal Requirements

A. GENERAL TERMS AND CONDITIONS

Background. To promote accelerated and efficient delivery of projects that benefit Federal Land Management Agencies, the Secretary has exercised his discretion under 23 U.S.C. § 201(a) and § 204(a)(3) to apply Title 23 U.S.C. Chapter 1 requirements (Federal Aid requirements) to Federal Lands Access Projects delivered by State Departments of Transportation (DOTs) and local public agencies that are evaluated and certified by State DOTs to deliver Federal Aid projects. In instances where a local public agency is not certified to deliver Federal-aid projects and Federal Lands Access projects are delivered by the local public agency cooperatively with Federal Lands Highway Division office oversight, the government-wide Common Rule (2 CFR 200) will be applied. This cooperative relationship will enable the FLH to identify any federal law issues in cooperation with the local public agency which may arise in the project development and delivery process.

1. The Agreement provides funds on a reimbursable basis to the Servicing Agency for the project described in the Access Program Project Memorandum of Agreement.
2. The Government's liability to make payments to the Servicing Agency under the Agreement is limited to those funds obligated by the Government under the Agreement as indicated herein and by any subsequent amendments agreed to in writing by all parties.
3. The Servicing Agency agrees to abide by and comply with all terms and conditions of the Agreement and to abide by, and comply with, all requirements of applicable law, including those specified in this Attachment, which are considered as an integral part of the Agreement.
4. In the case of any inconsistency or conflict between the specific provisions of the Agreement and this Attachment, such inconsistency or conflict shall be resolved by giving preference to the Agreement.
5. The Servicing Agency shall be responsible for ensuring that the Project is designed and/or constructed in accordance with the Agreement, and all applicable Federal laws, regulations and policies of the Federal Highway Administration ("FHWA" also referred to herein as the "Government").
6. Reimbursement of costs incurred pursuant to the Agreement will be made pursuant to and in accordance with 2 CFR Part 200 and the provisions of such regulations and procedures as the Government may prescribe. Determination of allowable costs incurred by the Servicing Agency under the Agreement shall be made in accordance with applicable government-wide cost principles under 2 CFR 200. Closeout of the Agreement shall be based upon a determination that all applicable administrative actions and all required work of the Agreement have been completed in accordance with 2 CFR Part 200. Upon the Government's review of all financial, performance, and other reports required as a condition of the Agreement, the Government may make any upward or downward adjustments to the allowable costs in accordance with 2 CFR 200.
7. The Servicing Agency agrees to carry out and complete the Project without undue delays and in accordance with the terms of the Agreement, including the Project Schedule set out in the Agreement, or in the Access Program Project Memorandum of Agreement if no Schedule is included in this Agreement, and comply with such regulations and procedures as the Government may prescribe.
8. The Servicing Agency agrees to retain all documents relevant to the Project for a period of three years from completion of the Project and receipt of final reimbursement from the Government. The Servicing Agency agrees to furnish the Government, upon request, all documents and records pertaining to the Project.

9. The Government is subject to the Freedom of Information Act (FOIA). The Servicing Agency should therefore be aware that all materials submitted by the Servicing Agency related to the Agreement will become agency records and thus are subject to FOIA and to public release through individual FOIA requests.
10. The Government shall not be responsible or liable for any damage to property or any injury to persons that may arise from, or be incident to, performance or compliance with this the Servicing Agency's work under the Agreement. The Government will be responsible for damages or injuries caused by the negligence of its own employees, to the extent permitted under the Federal Tort Claims Act, 28 U.S.C. 2671-2680.
11. To the extent that the State has not already enacted legislation regarding texting while driving, the Government encourages the Servicing Agency to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies that bar text messaging while driving company-owned or rented vehicles, or government-owned, leased, or rented vehicles or privately-owned vehicles when on official government business or when performing any work for or on behalf of the Government. See Executive Order 13513 "Federal Leadership on Reducing Text Messaging While Driving", Oct. 1, 2009 (available at <http://edocket.access.gpo.gov/2009/E9-24203.htm>) and DOT Order 3902.10 "Text Messaging While Driving", Dec. 30, 2009, as implemented by Financial Assistance Policy Letter (No. FAP-2010-01, Feb. 2, 2010, available at http://www.dot.gov/sites/dot.dev/files/docs/FAPL_2010-01.pdf) This includes, but is not limited to, the Servicing Agency:
 - a. Considering new rules and programs or re-evaluating existing programs to prohibit text messaging while driving;
 - b. Conducting education, awareness, and other outreach for employees about the safety risks associated with texting while driving; and
 - c. Encouraging voluntary compliance with the agency's text messaging policy while off duty.

The Servicing Agency is encouraged to insert the substance of this clause in all contracts and subcontracts.

B. APPLICABLE FEDERAL LAWS AND REGULATIONS

By entering into the Agreement, the Servicing Agency assures, certifies, and agrees to comply with all applicable Federal laws, regulations, policies, guidelines, and requirements as they relate to the use of Federal funds for this Project including, but not limited to, the following:

General Federal Legislation

- Fair Labor Standards Act - 29 U.S.C. § 201, et seq.
- Hatch Act - 5 U.S.C. §§ 1501, et seq.
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title - 42 U.S.C. §§4601, et seq.
- National Historic Preservation Act of 1966 – 16 U.S.C. § 470, et seq.
- Archaeological Resources Protection Act – 16 U.S.C. 470aa, et seq.
- Native American Graves Protection and Repatriation Act - 25 U.S.C. § 3001, et seq.
- National Environmental Policy Act of 1969 - 42 U.S.C. §§ 4321, et seq.
- Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. §§ 1271, et seq.
- Federal Water Pollution Control Act, as amended - 33 U.S.C. §§ 1251-1376
- Clean Air Act – 42 U.S.C. § 7401, et seq.
- Single Audit Act of 1984 - 31 U.S.C. §§ 7501, et seq.
- Americans with Disabilities Act of 1990 - 42 U.S.C. § 12101, et seq.

- Section 504 of the Rehabilitation Act of 1973, as amended - 29 U.S.C. § 794
- Title VI of the Civil Rights Act of 1964 - 42 U.S.C. §§ 2000d *et seq.*
- Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352
- Magnuson-Stevens Fishery Conservation and Management Act – 16 U.S.C. § 1855
- Farmlands Protection Policy Act of 1981 – 7 § U.S.C. 4201
- Noise Control Act of 1972 – 42 U.S.C. § 4901, *et seq.*
- Section 4(f) of the Department of Transportation Act of 1966, 49 U.S.C. 303 and 23 U.S.C. § 138
- Resource Conservation and Recovery Act of 1976 (RCRA), as amended -- 42 U.S.C. §§ 6901, *et seq.*
- Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended --42 U.S.C. §§ 9601-9657
- Safe Drinking Water Act -- 42 U.S.C. §§ 300f-300j-6
- Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 – 42 U.S.C. § 6901, *et seq.*
- Migratory Bird Treaty Act 16 U.S.C. § 760c-760g
- The Federal Funding Transparency and Accountability Act of 2006, as amended (Pub. L. 109–282, as amended by section 6202 of Public Law 110–252)
- Cargo Preference Act of 1954 – 46 U.S.C. § 55305
- Buy America Act – 23 U.S.C. § 313 (see http://www.fhwa.dot.gov/construction/contracts/buyam_qa.cfm)
- Nondiscrimination – 23 U.S.C. § 140

General Federal Regulations

- Suspension and Debarment – 2 CFR Parts Part 180
- Non-procurement Suspension and Debarment – 2 CFR Part 1200
- External Programs – 23 CFR Part 230
- Manual on Uniform Traffic Control Devices – 23 CFR Part 655
- Environmental Impact and Related Procedures – 23 CFR Part 771
- Procedures for Abatement of Highway Traffic and Construction Noise – 23 CFR Part 772
- Procedures Implementing Section 4(f) of the Department of Transportation Act – 23 CFR Part 774
- DOT's oversight of DOJ's ADA regulations for non-transit programs, including the ADA Accessibility Guidelines, required by the DOJ regulations at – 28 CFR Part 35
- Procedures for predetermination of wage rates – 29 CFR Part 1
- Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States – 29 CFR Part 3
- Labor standards provisions applicable to contracts governing federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act) – 29 CFR Part 5
- Permitting Requirements under the National Pollutant Discharge Elimination System – 40 CFR Part 122.
- Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements) – 41 CFR Parts 60, *et seq.*
- Uniform administrative requirements, cost principles, and audit requirements for Federal Awards – 2 CFR Part 200
- New Restrictions on Lobbying – 49 CFR Part 20
- Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 – 49 CFR Part 21
- Uniform relocation assistance and real property acquisition for Federal and Federally assisted programs – 49 CFR Part 24
- Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance – 49 CFR Part 25

- Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs – 49 CFR Part 26
- Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance – 49 CFR Part 27
- Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation – 49 CFR Part 28
- Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors – 49 CFR Part 30
- Government-wide Requirements for Drug-Free Workplace (Financial Assistance) – 49 CFR Part 32
- DOT's implementing ADA regulations for transit, including the ADA Accessibility Guidelines in Part 37, Appendix A – 49 CFR Parts 37 and 38
- Procedures for Transportation Workplace Drug and Alcohol Testing Programs – 49 CFR Part 40
- 23 C.F.R. Part 710 applies unless otherwise agreed to by FHWA

The Servicing Agency, when contracting for work to be performed under this Agreement, will include in the prime contract the applicable provisions required under 2 CFR 200.326.

The Servicing Agency, when contracting for construction services, shall ensure that all laborers and mechanics employed by contractors or subcontractors on the construction work shall be paid wages at rates not less than those prevailing on the same type of work on similar construction in the immediate locality as determined by the Secretary of Labor in accordance with sections 3141, 3146, and 3147 of title 40.

C. ASSURANCES AND CERTIFICATIONS

**TITLE VI ASSURANCE
(Implementing Title VI of the Civil Rights Act of 1964, as amended)**

ASSURANCE CONCERNING NONDISCRIMINATION IN FEDERALLY-ASSISTED PROGRAMS AND ACTIVITIES RECEIVING OR BENEFITING FROM FEDERAL FINANCIAL ASSISTANCE

(Implementing the Rehabilitation Act of 1973, as amended, and the Americans With Disabilities Act, as amended)

49 CFR Parts 21, 25, 27, 37 and 38

The United States Department of Transportation (USDOT)

Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

By entering into the Agreement, the Servicing Agency (also herein referred to as the “Recipient”), **HEREBY AGREES THAT**, as a condition to receiving any Federal funds from the U.S. Department of Transportation (DOT), through the Federal Highway Administration (FHWA), is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

- 49 CFR Part 21 (entitled Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964);
- 28 CFR section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964)

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Servicing Agency hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity,” for which the Recipient receives Federal financial assistance from DOT, including the FHWA.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Servicing Agency, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Servicing Agency agrees with and gives the following Assurances with respect to its receipt of funds for this project:

1. The Servicing Agency agrees that each “activity,” “facility,” or “program,” as defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21 will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Servicing Agency will insert the following notification in all solicitations for bids and requests for proposals for work or materials, regardless of funding source:
 - a. *“The Servicing Agency, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”*
3. The Servicing Agency will insert the clauses of Appendix A of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Servicing Agency will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.

5. That where the Servicing Agency receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Servicing Agency receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Servicing Agency will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Servicing Agency with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Servicing Agency or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal funds were extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Servicing Agency retains ownership or possession of the property.
9. The Servicing Agency will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other parties funded in whole or part from the funds provided under this Agreement will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Servicing Agency agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing the Agreement, the Servicing Agency also agrees to comply (and require any sub- recipients, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FHWA’s access to records, accounts, documents, information, facilities, and staff. The Servicing Agency also recognizes that it must comply with any program or compliance reviews, and/or complaint investigations conducted by the FHWA. The Servicing Agency must keep records, reports, and submit the material for review upon request to FHWA, or its designee in a timely, complete, and accurate way. Additionally, the Servicing Agency must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Servicing Agency gives this ASSURANCE in consideration of and for obtaining any Federal funds, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation.

This ASSURANCE is binding on the Servicing Agency, contractors, subcontractors and their subcontractors’, transferees, successors in interest, and any other participants in the funds provided under this Agreement.

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-funded programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Servicing Agency or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Servicing Agency or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Servicing Agency will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Servicing Agency or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Servicing Agency to enter into any litigation to protect the interests of the Servicing Agency. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Servicing Agency under the terms of the Agreement:

1. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:

In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

2. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the Servicing Agency will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
3. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the Servicing Agency will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Servicing Agency and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Servicing Agency pursuant to the provisions of this Agreement:

1. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
2. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, the Servicing Agency will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities

thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

3. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the Servicing Agency will there upon revert to and vest in and become the absolute property of the Servicing Agency and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

A. ASSURANCE OF DISCLOSURE OF LOBBYING ACTIVITIES

Certification for Contracts, Grants, Loans, and Agreements

The person signing this Agreement for the Servicing Agency certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any grant agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or grant agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or grant agreement, the undersigned shall complete and submit Standard Form-LLL (Rev. 7-97), "Disclosure of Lobbying Activities," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts and contracts under grants, loans and grant agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352, title. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

B. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Servicing Agency certifies that it will, or will continue, to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Servicing Agency's workplace, and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establishing an ongoing drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The Servicing Agency's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and,
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

3. Making it a requirement that each employee to be engaged in the performance of work supported by the Agreement be given a copy of the statement required by paragraph 1.
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment supported by the Agreement, the employee will:
 - a. Abide by the terms of the statement; and
 - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
5. Notifying the agency in writing, within ten calendar days after receiving notice under paragraph 4.b. from an employee or otherwise receiving actual notice of conviction. Employers of convicted employees must provide notice, including position title, to FHWA. Notice shall include the order number of the Agreement.
6. Taking one of the following actions, within 30 days of receiving notice under paragraph 4(b), with respect to any employee who is so convicted:
 - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.
8. The Servicing Agency *may*, but is not required to, provide the site for the performance of work done in connection with the Agreement. For the provision of services pursuant to the Agreement, workplaces include outstations, maintenance sites, headquarters office locations, training sites and any other worksites where work is performed that is supported by the Agreement. If the Servicing Agency does so, the Servicing Agency shall identify the Places of Performance by listing the street address, city, county, state, zip code. Also identify if there are workplaces on file that are not identified in this section of the Agreement.

C. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS

2 CFR Parts 180, 1200, 48 CFR Part 9, and 49 CFR Part 32

These assurances and certifications are applicable to all construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200, and 48 CFR Part. 9.

By entering into this Agreement the Servicing Agency is providing the assurances and certifications for First Tier Participants and Lower Tier Participants as set out below.

1. Instructions for Certification – First Tier Participants:
 - a. The prospective first tier participant is providing the certification set out below.

- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 - j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:
- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph a.2. of this certification; and
 - 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
 - b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
3. Instructions for Certification - Lower Tier Participants:
- (Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 C.F.R. Parts 180 and 1200)
- a. The prospective lower tier participant is providing the certification set out below.
 - b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or

agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient and subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Participants:
 - a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
 - b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

D. ASSURANCE OF ADEQUATE FINANCIAL SYSTEMS AND CONTROL OF PROJECT COSTS

1. The Servicing Agency will be reimbursed in accordance with the terms of this Agreement.
2. The Servicing Agency shall have entered into obligations for services and goods associated with the Project prior to seeking reimbursement from the Government. Reimbursement will only be made for expenses incurred after execution of a project agreement.
3. The Servicing Agency shall ensure that the funds provided by the Government are not misappropriated or misdirected to any other account, need, project, line-item, or unrelated activity.
4. Any Federal funds not expended in conjunction with the Project will remain the property of the Government.
5. Financial Management System: By signing this Agreement, the Servicing Agency verifies that it has, or will implement, a financial management system adequate for monitoring the accumulation of costs and that it complies with the financial management system requirements of 2CFR Part 200.302. The Servicing Agency's failure to comply with these requirements may result in Agreement termination.
6. Allowable Costs: Determination of allowable costs will be made in accordance with the applicable Federal cost principles, e.g., 2 CFR Part 200. Disallowed costs are those charges determined to not be allowed in accordance with the applicable Federal cost principles or other conditions contained in this Agreement.

E. TRANSPARENCY ACT REQUIREMENTS

Pursuant to the Federal Funding Transparency and Accountability Act of 2006, as amended (Pub. L. 109–282, as amended by section 6202 of Public Law 110–252, hereafter referred to as “the Transparency Act” or “the Act”) and the OMB Interim Final Rule (75 FR 55663 (September 14, 2010) (available at <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf>) (codified at 2 CFR Part 170), the Servicing Agency is required to report as required under the Act: The Servicing Agency shall also report information for its prime contractor.

1. Reporting Obligations
 - a. Applicability. Unless the Servicing Agency (hereinafter in this section referred to as “you”) are exempt as provided in paragraph 4. of this section, you must report each action that obligates \$25,000 or more in Federal funds for a prime contract to an entity (see definitions in subsection 5. of this section).

- b. Where and when to report.
1. You must report each obligating action described in subsection 1.a. of this section to <http://www.fsrs.gov>.
 2. For contractor information, report no later than the end of the month following the month in which the contract was executed. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
- c. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.
2. Reporting Total Compensation of Executives.
- a. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
1. The total Federal funding authorized to date under this award is \$25,000 or more;
 2. In the preceding fiscal year, you received—
 - i. 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
- b. Where and when to report. You must report executive total compensation described in subsection 2.a.. of this section:
1. As part of your registration profile at <https://www.sam.gov>
 2. By the end of the month following the month in which this award is made, and annually thereafter.
3. Reporting of Total Compensation of Prime Contractor's Executives.
- a. Applicability and what to report. Unless you are exempt as provided in subsection d. of this section, for each prime contractor receiving funds for which reimbursement will be sought, you shall report the names and total compensation of each of the prime contractor's five most highly compensated executives for the prime contractor's preceding completed fiscal year, if—

1. In the prime contractor's preceding fiscal year, the contractor received—

- i* 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - ii.* \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
- 2. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
- b. Where and when to report. You must report the prime contractor's executive total compensation described in subsection 3.a. of this section:
 - 1. To <http://www.fsrs.gov>.
 - 2. By the end of the month following the month during which you executed the prime contract. For example, if a prime contract is executed on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the prime contractor by November 30 of that year.
- 4. Exemptions.

If, in the previous tax year, you or the prime contractor had gross income, from all sources, under \$300,000, you are exempt from the requirements to report prime contracts and the total compensation of the five most highly compensated executives of any prime contractor.

- 5. Definitions. For purposes of this section:
 - a. Entity means all of the following, as defined in 2 CFR Part 25:
 - 1. A Governmental organization, which is a State, local government, or Indian tribe;
 - 2. A foreign public entity;
 - 3. A domestic or foreign nonprofit organization;
 - 4. A domestic or foreign for-profit organization;
 - 5. A Federal agency, but only as a contractor or subcontractor to a non-Federal entity.
 - b. Executive means officers, managing partners, or any other employees in management positions.
 - c. Total compensation means the cash and noncash dollar value earned by the executive during the Servicing Agency's or prime contractor's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
 - 1. Salary and bonus.

2. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
3. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
4. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
5. Above-market earnings on deferred compensation which is not tax-qualified.
6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

F. SINGLE AUDIT INFORMATION FOR SERVICING AGENCIES

To maximize the transparency and accountability of funds authorized under the Act as required by Congress and in accordance with 2 CFR 200 “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”, the Servicing Agency agrees to maintain records that identify adequately the source and application of FHWA funds.

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	March 22, 2022
	<u>Agenda Section</u>	6

RESOLUTION No. 03-22-1678 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, PROVIDING FOR THE AMENDMENT TO THE JOB DESCRIPTION FOR THE MECHANIC POSITION

SUBMITTED BY:

Tom Wetor, Public Works Director

FISCAL NOTE:

Expenditure Required:		
FY 20: N/A	FY 22: N/A	FY23: N/A
Amount Budgeted:		
Account Number(s):		
Account Name(s):		
Unencumbered Balance(s) (prior to expenditure):		
		\$

Reviews/Approvals/Recommendations

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

ATTACHMENTS:

- Resolution No. 03-22-1678
- Mechanic Job Description, as amended.

This item is being considered under the Consent Agenda. Matters listed under the consent agenda are considered to be routine and will be enacted by one motion and vote. There will be no separate discussion on these items. **If the Mayor, and Assembly Member, the Manager or Clerk requests discussion and/or consideration on an item under the Consent Agenda, that item will be removed from the Consent Agenda and will be considered under Unfinished Business.**

RECOMMENDATION MOTION (Consent Agenda Item):
Move to approve Resolution No. 03-22-1678.

SUMMARY STATEMENT:

The Mechanic Job Description for the Garage Department was outdated and had not been updated for several years. Updates were made to better reflect the current duties and responsibilities of that position.

CITY AND BOROUGH OF WRANGELL, ALASKA

RESOLUTION No. 03-22-1678

A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, PROVIDING FOR THE AMENDMENT TO THE JOB DESCRIPTION FOR THE MECHANIC POSITION

WHEREAS, the addition of this position description allows the City and Borough of Wrangell’s Administration Department the ability to appropriately add the duties and responsibilities of the Mechanic Position; and

WHEREAS, the rate of pay for the Mechanic position is a grade 19 with the pay range from \$24.77 to \$31.18 and based on the proposed changes to the job description, will not change; and

WHEREAS, this position has been reviewed, and the job description more accurately reflects actual duties, responsibilities, and qualifications; and

WHEREAS, it is the desire of the City and Borough of Wrangell to bring all job descriptions into compliance with current standards; and

NOW, THEREFORE, BE IT RESOLVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA,

Section 1. The attached Exhibit “A” includes the job description which describe the duties, responsibilities, and qualifications for the Mechanic position.

Section 2. The updated job description for the Mechanic/ will be effective upon adoption of this Resolution.

ADOPTED: _____, 2022

Stephen Prysunka, Borough Mayor

ATTEST: _____
Kim Lane, MMC, Borough Clerk

City & Borough of Wrangell

Position Description

Position: Mechanic	Position Number:
Department/Site: Public Works	FLSA: Non-exempt
Evaluated by: Director of Public Works and the Mechanic Lead	Salary Grade: 19

Summary

Performs fully-qualified vehicle maintenance, rebuild, and fabrication services. Performs a variety of work in the repair, overhaul, and maintenance of light to heavy duty automotive, public safety, heavy construction and earthmoving equipment, portable powered tools and equipment, and other rolling stock. Works independently or cooperatively with others under the daily direction and supervision of the Mechanic Leadman.

Distinguishing Career Features

The Mechanic is a journey-level position, responsible for performing a full range of equipment maintenance.

Advancement to Mechanic Lead is based on need and requires demonstrated knowledge of and experience in heavy equipment mechanical work, use, parts and supplies inventory and purchase.

Essential Duties and Responsibilities

- Operates and maintains the City’s vehicle and equipment fleet.
- Verifies drivers’ comments and/or road tests vehicles to find indications of problems and/or determine causes of problems.
- Performs complex work in the inspection, repair, and maintenance of powered equipment and wheeled stock including motor graders, wheeled loaders, tracked excavators and other heavy equipment, heavy and light trucks, power mowers, power sweepers, police cars, fire apparatus, EMS vehicles, equipment trailers, generators, marine travel lifts, and any other Borough equipment. Determines extent, type, and cost of repairs.
- Mounts, repairs, balances, and changes wheels. Fits and repairs winter tire chains.
- Diagnoses mechanical problems. Makes a wide variety of mechanical repairs including overhauling engines, replacing bearings, adjusting ignitions and fuel systems, assembling transmissions and differentials, fitting pistons and rings, aligning and adjusting brakes, aligning wheels and installing axles, overhauling steering mechanisms and drive shafts.
- Performs high level electrical troubleshooting and repairs including but not limited to computer assisted diagnostics, tracing and troubleshooting using multimeters, and troubleshooting and adjusting various sensors and switches.
- Repairs, modifies, and replaces vehicle body parts, panels, components, etc., in accordance with manufacturer specifications. Fabricates and adjusts parts to fit. Makes repairs to vehicle bodies and frames. Applies paint to vehicles.
- Welds, cuts and brazes metals.
- Orders parts and equipment as needed, such as, but not limited to fuel, lubricants, filters, accessories, and wear items. Maintains an inventory of spare parts, ordering parts and supplies as needed to complete repairs on a timely basis. Reviews and codes invoices and processes documents according to established procedures.
- Maintains records of repair and maintenance work, recording dates, labor, and parts costs.

- Responds to emergency breakdowns and repairs vehicles/equipment at emergency site or transports disabled vehicles/equipment to somewhere more suitable.
- Operates a variety of vehicle maintenance and repair tools and equipment in a safe manner.
- Participates in all job related training and required safety training; promotes continuous improvement of workplace safety and environmental practices.
- Responsible for the proper and safe use and maintenance of all assigned city equipment.
- Participates in continuing training to keep skills and abilities current for maintenance and repair of all City vehicles and equipment.
- Occasionally assists staff in other departments with water, sewer, street, sanitation and maintenance.
- This position is subject to call out or call back for emergencies or staff shortages in order to facilitate or sustain operations.
- This position may require the employee to enter confined spaces as part of the job duties. Employees that participate or have duties in the Confined Space Program will receive training to ensure that each individual has the understanding, knowledge and skills necessary to safely perform all permit-required confined space operations.
- This position requires the employee to wear a variety of respirators as part of the job duties. Therefor, the employee must be able to pass a medical evaluation and a quantitative fit test on an annual basis.
- Performs other job related duties and responsibilities that support the overall objective of the position, or as assigned by the Mechanic Lead or the Public Works Director.

Qualifications

▪ Knowledge and Skills

- To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and /or ability required for this position. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
 - Requires in-depth and up to date knowledge of the standard practices, techniques and tools used in repairing, maintaining and overhauling heavy and light equipment, gasoline, diesel, mechanical, and electrical powered equipment.
 - Requires considerable knowledge of the principles of internal combustion engines, automotive and standard transmissions, differentials, hydraulic units, air brakes, and all other equipment systems and assemblies.
 - Requires working knowledge of operating characteristics of machinery and vehicles used in road construction and police & fire work.
 - Requires skill in using the full range of hand and power tools used in automotive repair work.
 - Must have thorough knowledge of work hazards and safety practices.
 - Requires knowledge and understanding of laws, codes, and regulations pertaining to vehicle safety.
 - Requires sufficient writing skills to prepare reports. Requires sufficient mathematical skill to read, record, and compute precise measurements.
 - Requires sufficient human relation skills to train others and exchange technical information.
 - Requires the ability to obtain certification in brakes, electrical/electronic systems, engine performance, personnel lifts, and suspension and steering.
 - Must have basic computer skills, including use of Microsoft's Word, Excel and Outlook programs and the aptitude to learn the fleet maintenance software program.

- **Abilities**

- Requires the ability to coordinate and perform vehicle maintenance projects and tasks at a fully skilled, journey level.
- Requires the ability to diagnose a full range of problems associated with vehicle operation and safety.
- Requires the ability to lead a small work team, prioritizing work, evaluating quality, and providing input to performance.
- Requires the ability to interpret computer-aided, digital, and other diagnostic devices.
- Requires the ability to read technical manuals and schematics and write sufficiently to perform the duties of this classification.
- Requires the ability to estimate the scope of work assignments in terms of labor and materials and to secure necessary tools and materials to complete assignments.
- Requires the ability to perform a variety of maintenance and repair activities simultaneously.
- Must be able to keep accurate records and observe general safety procedures.
- Requires the ability to work as contributing member of a team, work productively and cooperatively with supervisors, other CBW employees, external customers, and vendors, and convey a positive image of the City.

- **Physical Abilities**

- Frequently required to stand, walk, use hands to finger, handle, or feel objects, tools, or controls, climb or balance, talk or hear, sit, stoop, kneel, crouch or crawl.
- Incumbent must be able to function indoors in an automotive/vehicle repair shop environment and/or outdoors in the field engaged in work of an active nature.
- Requires ambulatory ability and strength to maintain cardiovascular fitness to engage in strenuous physical labor such as lifting and carrying materials up to 75 pounds on a frequent basis, reach from awkward positions using hand-eye coordination to insert parts.
- Requires near and far visual acuity to drive, read and write, and perform repair work.
- Requires sufficient hearing and speech ability to hear sound prompts, vehicle sounds, and carry on conversations in person and over the phone.

- **Education and Experience**

The position typically requires a high school diploma and 4 years of experience in the maintenance and repair of vehicles including heavy gasoline and diesel powered equipment. Alternatively, the position may require a two-year college degree in an automotive technology area and 2 years of recognized industry experience.

- **Licenses and Certificates**

- Requires a Class A Commercial Driver's License.

- **Working Conditions**

Work is performed indoors and outdoors where significant safety considerations exist from physical labor, moving equipment, and temperature and noise extremes.

This job/class description, describes the general nature of the work performed, representative duties as well as the typical qualifications needed for acceptable performance. It is not intended to be a complete list of all responsibilities, duties, work steps, and skills required of the job.

City & Borough of Wrangell

Position Description

Position: Mechanic	Type: Permanent, Full-Time
Department/Site: Public Works	FLSA: Non-Exempt
Evaluated by: Director of Public Works	Salary Grade: 19

Summary

Performs fully-qualified vehicle maintenance, rebuild, and fabrication services. Performs a variety of work in the repair, overhaul, and maintenance of light to heavy duty automotive, public safety, and off-road power equipment.

Distinguishing Career Features

The Mechanic is a journey-level position, responsible for performing a full range of equipment maintenance. Advancement to Lead Mechanic is based on need and requires demonstrated knowledge of and experience in heavy equipment mechanical work. The Mechanic also demonstrates the ability to use and care for machinery and oversees the purchase and inventory of parts and supplies.

Essential Duties and Responsibilities

- Verifies drivers' comments and/or road tests vehicles to determine causes of unusual engine noises and/or vibrations, unusual exhaust color, odor, or sound, or other indications of problems.
- Performs complex work in the inspection, repair, and maintenance of automotive equipment including tractors, trucks, power mowers, power sweepers, police cars, and construction equipment. Determines extent, type, and cost of repairs.
- Overhauls light duty engines. Installs rings, rod bearings, main bearings, and brakes. Repairs transmissions and differentials. Overhauls and renews wheel cylinders. Tunes engines. Adjusts points, carburetors, valves, clutches, brakes, etc., and repairs, balances, and changes wheels.
- Diagnoses mechanical problems. Makes a wide variety of mechanical repairs including overhauling engines, replacing bearings, adjusting ignitions and carburetors, assembling transmissions and differentials, fitting pistons and rings, aligning and adjusting brakes, aligning wheels and installing axles, overhauling steering mechanisms and drive shafts.
- Repairs, modifies, and replaces vehicle body parts, panels, components, etc., in accordance with manufacturer specifications. Fabricates and adjusts parts to fit. Makes repairs to vehicle bodies and frames. Applies paint to vehicles. Welds, cuts and brazes metals.
- Orders parts and equipment, such as, but not limited to fuel, lubricants, filters, accessories, and wear items. Maintains an inventory of spare parts, ordering parts and supplies as needed to complete repairs on a timely basis. Reviews and codes invoices and processes documents according to established procedures.
- Maintains records of repair and maintenance work, recording dates, labor, and parts costs.
- Assigns or personally responds to emergency breakdowns and repair vehicles at emergency site. Operates a variety of vehicle maintenance and repair tools and equipment in a safe manner.
- Researches, trains and demonstrates required skills and safe work practices for mechanics in all areas of vehicle maintenance.

Qualifications

▪ **Knowledge and Skills**

- Requires in-depth knowledge of the standard practices, techniques and tools used in repairing, maintaining and overhauling heavy and light equipment, gasoline, diesel, mechanical, and electrical powered equipment.
- Requires considerable knowledge of the principles of internal combustion engines, automotive and standard transmissions, differentials, hydraulic units, air brakes, and all other equipment systems and assemblies.
- Requires working knowledge of operating characteristics of machinery and vehicles used in road construction and police work.
- Requires skill in using the full range of hand and power tools used in automotive repair work. Must have thorough knowledge of work hazards and safety practices.
- Requires knowledge and understanding laws, codes, and regulations pertaining to vehicle safety.
- Requires sufficient skills to organize and prioritize work.
- Requires sufficient writing skills to prepare reports. Requires sufficient math skill to read, record, and compute precise measurements and use business math.
- Requires sufficient human relation skills to exchange technical information.
- Requires the ability to obtain certification in brakes, electrical/electronic systems, engine performance, and suspension and steering.

▪ **Abilities**

- Requires the ability to coordinate and perform vehicle maintenance projects and tasks at a fully skilled, journey level.
- Requires the ability to diagnose a full range of problems associated with vehicle operation and safety.
- Requires the ability to prioritize work.
- Requires the ability to plan and prioritize work tasks in order to meet established schedules and timelines.
- Requires the ability to interpret computer-aided, digital, and scope diagnostic devices.
- Requires the ability to read technical manuals and schematics and write sufficiently to perform the duties of this classification.
- Requires the ability to estimate scope of work assignments in terms of labor and materials and secure necessary tools and materials to complete assignments.
- Requires the ability to assign and perform a variety of maintenance and repair activities simultaneously.
- Must be able to keep accurate records and observe general safety procedures.
- Requires the ability to work cooperatively with other departments.
- Requires the ability to work as contributing member of a team, work productively and cooperatively with other teams and external customers, and convey a positive image of the City.

▪ **Physical Abilities**

Incumbent must be able to function indoors in an automotive/vehicle repair shop environment and/or outdoors in the field engaged in work of an active nature. Requires ambulatory ability and strength to maintain cardiovascular fitness to engage in strenuous physical labor such as lifting and carrying materials up to 75 pounds on a frequent basis, reach from awkward positions using hand-eye coordination to insert parts, and climb and balance. Requires near and far visual acuity to drive, read and write, perform repair work. Requires sufficient hearing and speech ability to hear sound prompts, vehicle sounds, and

carry on conversations.

▪ **Education and Experience**

The position typically requires a high school diploma and a minimum of 2 years of responsible experience in the maintenance and repair of vehicles, including heavy gasoline and diesel-powered equipment. A two-year college degree in an automotive technology area and 2 years of recognized industry experience is preferred.

▪ **Licenses and Certificates**

Requires a Class C Commercial Driver's License. Requires DOT Brake Certification or the ability to acquire Brake Certification within a two-year period from the date of hire.

▪ **Working Conditions**

Work is performed indoors and outdoors where significant safety considerations exist from physical labor, moving equipment, and temperature and noise extremes.

This job/class description, describes the general nature of the work performed, representative duties as well as the typical qualifications needed for acceptable performance. It is not intended to be a complete list of all responsibilities, duties, work steps, and skills required of the job.

CURRENT JOB DESCRIPTION

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	March 22, 2022
	<u>Agenda Section</u>	6

Final Plat review of the Brown Replat, a replat of Lot A, Block 84, P.C. Resubdivision (Plat No. 97-16), and the vacation of a portion of Peninsula Street R.O.W., creating Lot A-1, Brown Replat, zoned Single Family Residential, requested by David and Lilia Brown

SUBMITTED BY:

Carol Rushmore, Economic Development
Director

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 checked="" type="checkbox"/>	Planning & Zoning Comm.
-------------------------------------	-------------------------

Name(s)

Name(s)

<input type="checkbox"/>	Attorney
--------------------------	----------

<input type="checkbox"/>	Insurance
--------------------------	-----------

ATTACHMENTS: 1. Brown Replat;

This item is being considered under the Consent Agenda. Matters listed under the consent agenda are considered to be routine and will be enacted by one motion and vote. There will be no separate discussion on these items. **If the Mayor, and Assembly Member, the Manager or Clerk requests discussion and/or consideration on an item under the Consent Agenda, that item will be removed from the Consent Agenda and will be considered under Unfinished Business.**

RECOMMENDED MOTION (Consent Agenda Item):

Move to approve Brown Replat.

SUMMARY STATEMENT:

The Brown's requested a partial street vacation of Peninsula Street adjacent to the lot they recently purchased (Lot A, Block 84, P.C. Resubdivision (Plat No. 97-16). The lot is at the foot of a steep rock slope and was excavated as far back as possible to maintain the integrity of the rock slope. The applicants proposed to construct a residence/shop structure but to meet zoning requirements had to site the structure so close to the rock slope and debris that emergency vehicles would not be able to access the back of the structure and their request for a variance was rejected by the Fire Chief. The applicants applied for the partial street vacation in order to meet zoning requirements as necessary.

The Planning and Zoning Commission recommended vacating a sliver portion of Peninsula Street right-of-way in September of 2021 and the Assembly approved the request in October. This is the plat reflecting their request. The adjacent neighbor Debbie Prunella is seeking to purchase the remaining square of ROW that was approved for vacation, between the Brown's new property line and her property line in order to address the encroachment of her house and deck in the ROW. Her request should be forthcoming soon. No additional ROW is being requested for vacation other than what was approved in October 2021.

The approval to sell the vacated Right-of-way to the Browns is also on this agenda. The appraisal for the 758 square foot area being purchased as reflected in the final plat is appraised at \$6800.

CERTIFICATE OF OWNERSHIP AND DEDICATION

WE HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT WE HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH OUR FREE CONSENT AND WITHOUT RESERVATION OF ANY RIGHTS, WALKS, PARKS AND OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE AS NOTED.

DATE _____ DAVID W. BROWN
 DATE _____ LILUA I. PEGEDER

NOTARY'S ACKNOWLEDGMENT

U.S. OF AMERICA
 STATE OF ALASKA
 CITY AND BOROUGH OF WRANGELL

THIS IS TO CERTIFY THAT ON THIS _____ DAY OF _____, 20____, BEFORE ME, THE UNDERSIGNED A NOTARY PUBLIC IN AND FOR THE STATE OF ALASKA, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED _____ TO ME KNOWN TO BE THE IDENTICAL INDIVIDUAL(S) MENTIONED AND WHO EXECUTED THE WITHIN PLAT AND ACKNOWLEDGED TO ME THAT FREELY AND VOLUNTARILY FOR THE USES AND PURPOSES THEREIN SPECIFIED.

WITNESS MY HAND AND NOTARY SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST HEREIN WRITTEN.

NOTARY PUBLIC IN AND FOR THE STATE OF ALASKA
 MY COMMISSION EXPIRES _____

LIEN HOLDER CERTIFICATE

WE HEREBY CERTIFY THAT WE ARE THE LIEN HOLDERS OF LOT A WITHIN BLOCK 84, ACCORDING TO PLAT 97-16 WITHIN THE WRANGELL RECORDING DISTRICT, AND THAT WE HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH OUR FREE CONSENT AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS AND OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE AS NOTED.

DATE _____ FIRST BANK
 DATE _____ PRINT NAME AND TITLE

NOTARY'S ACKNOWLEDGMENT

U.S. OF AMERICA
 STATE OF ALASKA
 CITY AND BOROUGH OF WRANGELL

THIS IS TO CERTIFY THAT ON THIS _____ DAY OF _____, 20____, BEFORE ME, THE UNDERSIGNED A NOTARY PUBLIC IN AND FOR THE STATE OF ALASKA, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED _____ TO ME KNOWN TO BE THE IDENTICAL INDIVIDUAL(S) MENTIONED AND WHO EXECUTED THE WITHIN PLAT AND ACKNOWLEDGED TO ME THAT FREELY AND VOLUNTARILY FOR THE USES AND PURPOSES THEREIN SPECIFIED.

WITNESS MY HAND AND NOTARY SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST HEREIN WRITTEN.

NOTARY PUBLIC IN AND FOR THE STATE OF ALASKA
 MY COMMISSION EXPIRES _____

CERTIFICATE OF APPROVAL BY THE ASSEMBLY

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS OF THE CITY AND BOROUGH OF WRANGELL ASSEMBLY AND THAT THE PLAT SHOWN HEREON HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE DISTRICT COURT, EX-OFFICIO RECORDER, WRANGELL, ALASKA.

DATE _____ MAYOR, CITY AND BOROUGH OF WRANGELL
 ATTEST: _____
 CITY CLERK

CERTIFICATE STATE OF ALASKA (FIRST JUDICIAL DISTRICTS)

I, THE UNDERSIGNED, AS THE PROPERTY TAX CLERK FOR THE CITY AND BOROUGH OF WRANGELL, HEREBY CERTIFY THAT ACCORDING TO THE RECORDS IN MY POSSESSION, THE FOLLOWING DESCRIBED PROPERTY IS CARRIED ON THE TAX RECORDS OF THE CITY AND BOROUGH OF WRANGELL, IN THE NAME OF _____ AND THAT ACCORDING TO THE RECORDS IN MY POSSESSION, ALL TAXES ASSESSED AGAINST SAID LANDS ARE PAID IN FULL, THAT CURRENT TAXES FOR THE YEAR 20____ WILL BE DUE ON OR BEFORE OCTOBER 15, 20____ DATED THIS _____ DAY OF _____

ASSESSOR CITY AND BOROUGH OF WRANGELL

CERTIFICATE OF APPROVAL BY THE PLANNING COMMISSION

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS OF THE CITY AND BOROUGH OF WRANGELL AND THAT THE PLAT SHOWN HEREON HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE DISTRICT MAGISTRATE, EX-OFFICIO RECORDER, WRANGELL, ALASKA.

DATE _____ CHAIRMAN, PLANNING COMMISSION
 SECRETARY _____

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I AM PROPERLY REGISTERED AND LICENSED TO PRACTICE LAND SURVEYING IN THE STATE OF ALASKA, THAT THIS PLAT REPRESENTS A HONEST AND CORRECT STATEMENT OF THE SURVEY AND THAT ALL DIMENSIONS AND OTHER DETAILS ARE CORRECT.

DATE _____

CHRISTOPHER G. PEURUM, PLS # 107552



OWNERSHIP STATUS
 1. LOT 7A, WITHIN BLOCK 84, P.C. RESUBDIVISION (DAVID W. BROWN & LILUA I. PEGEDER)

PROPOSED OWNERSHIP
 1. LOT A-1, BROWN REPLAT (DAVID W. BROWN & LILUA I. PEGEDER)

PREVIOUS LOT AREAS
 1. LOT A, WITHIN BLOCK 84, P.C. RESUBDIVISION (7,492 SQ. FT.)
 1. LOT A-1, BROWN REPLAT (8,250 SQ. FT./0.189 ACRES)

AREA OF R.O.W. VACATED THIS PLAT
 PORTION OF PENINSULA STREET R.O.W. (738 SQ. FT./0.017 ACRES)

PREVIOUS LOT ZONING
 1. LOT A, BLOCK 84, P.C. RESUBDIVISION (SINGLE FAMILY RESIDENTIAL)
 1. LOT A-1, BROWN REPLAT (SINGLE FAMILY RESIDENTIAL)

NEW LOT ZONING
 1. LOT A-1, BROWN REPLAT (SINGLE FAMILY RESIDENTIAL)

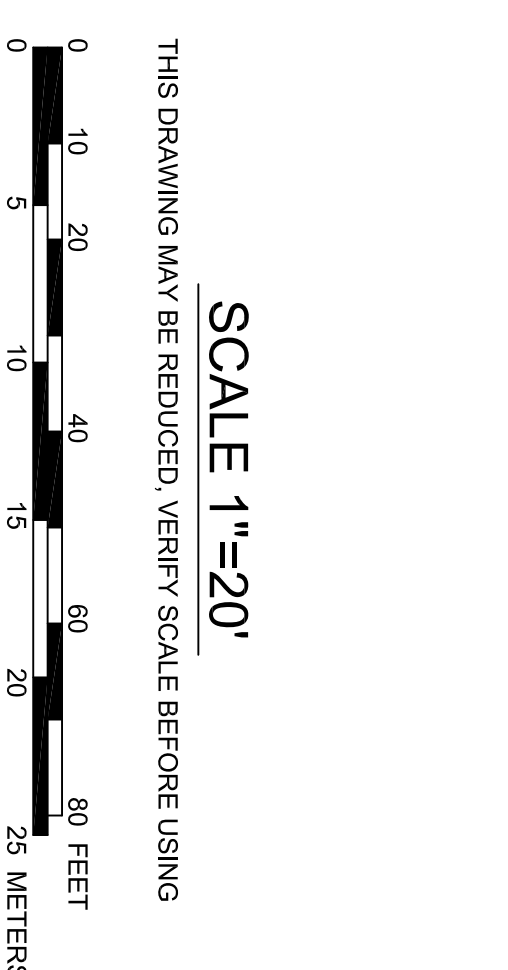
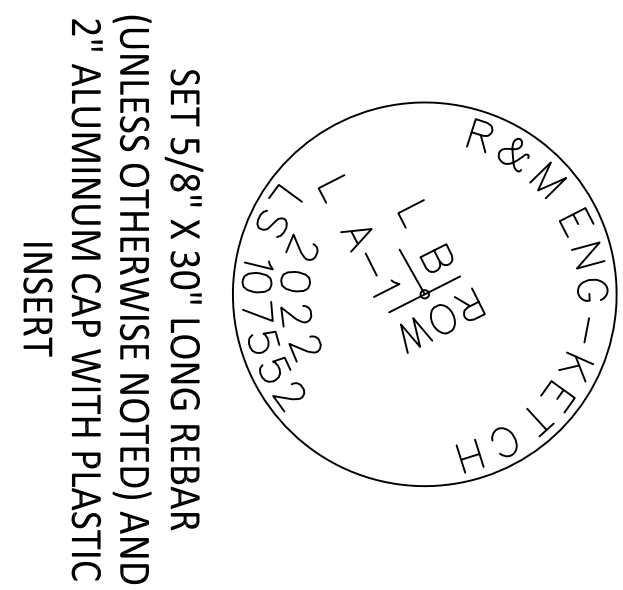
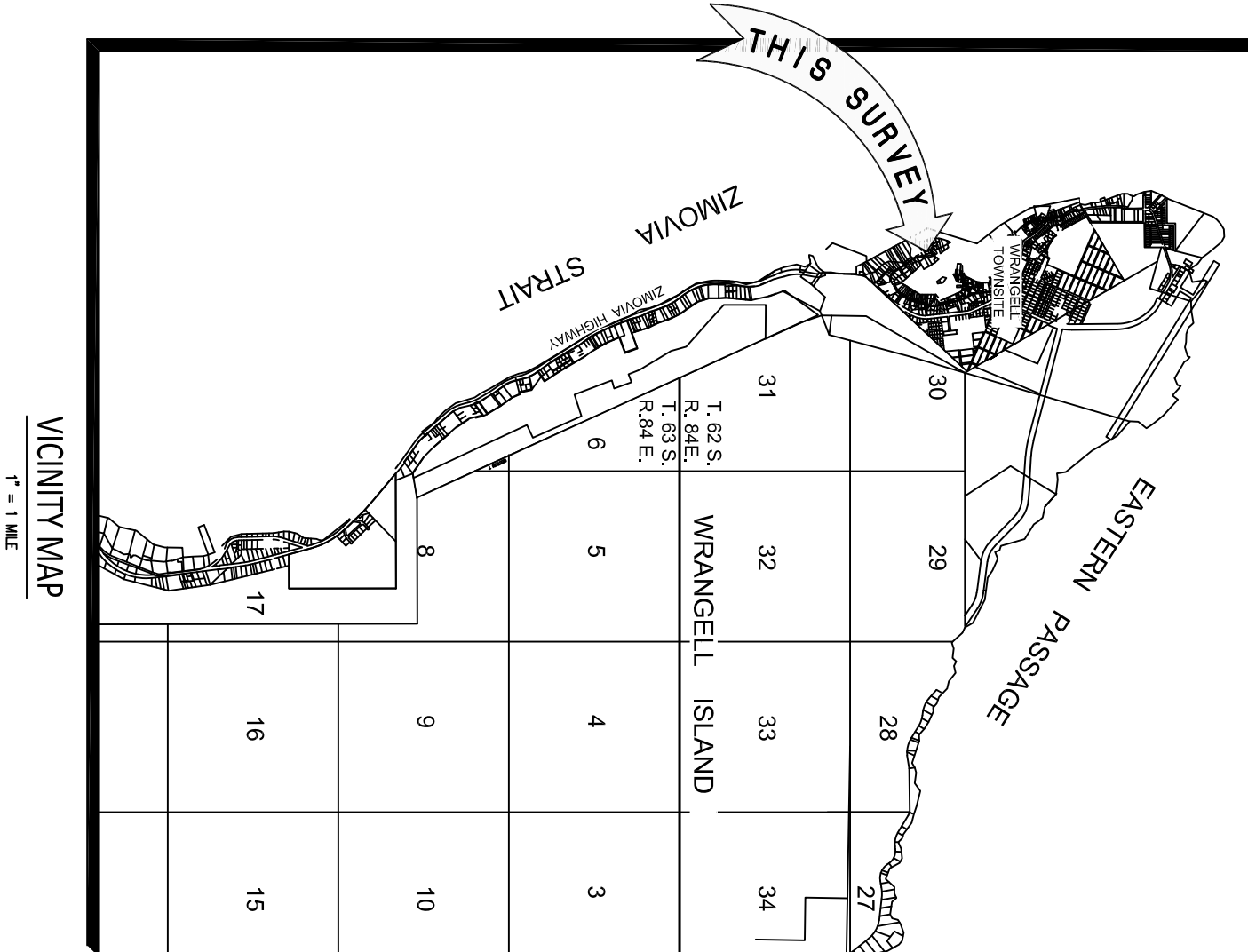
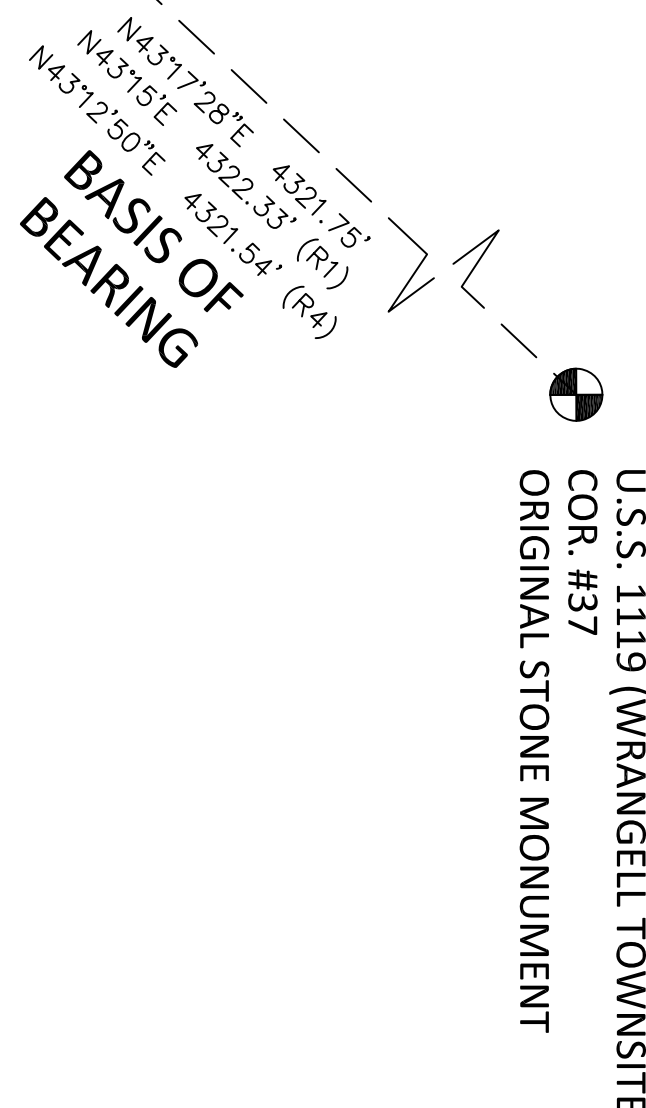
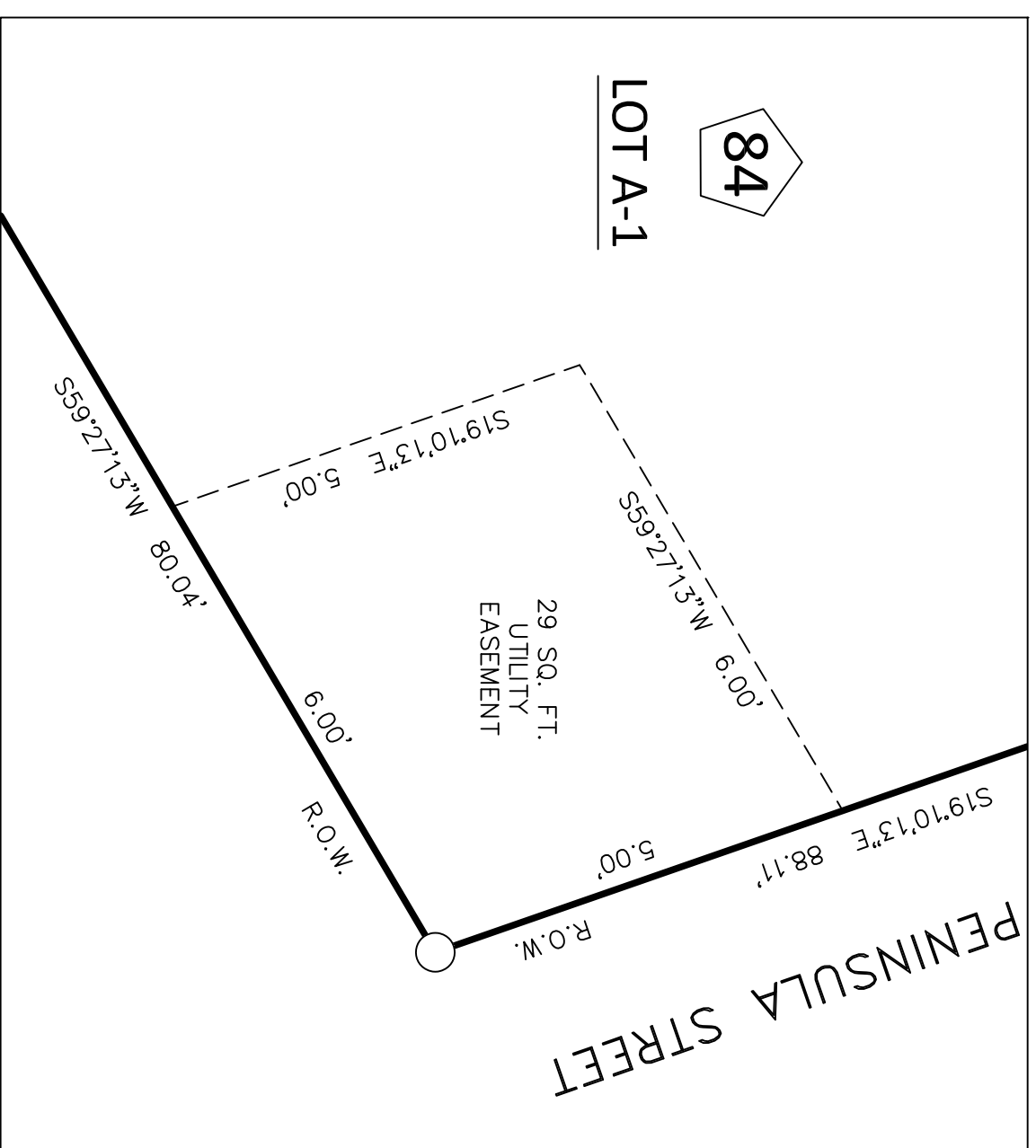
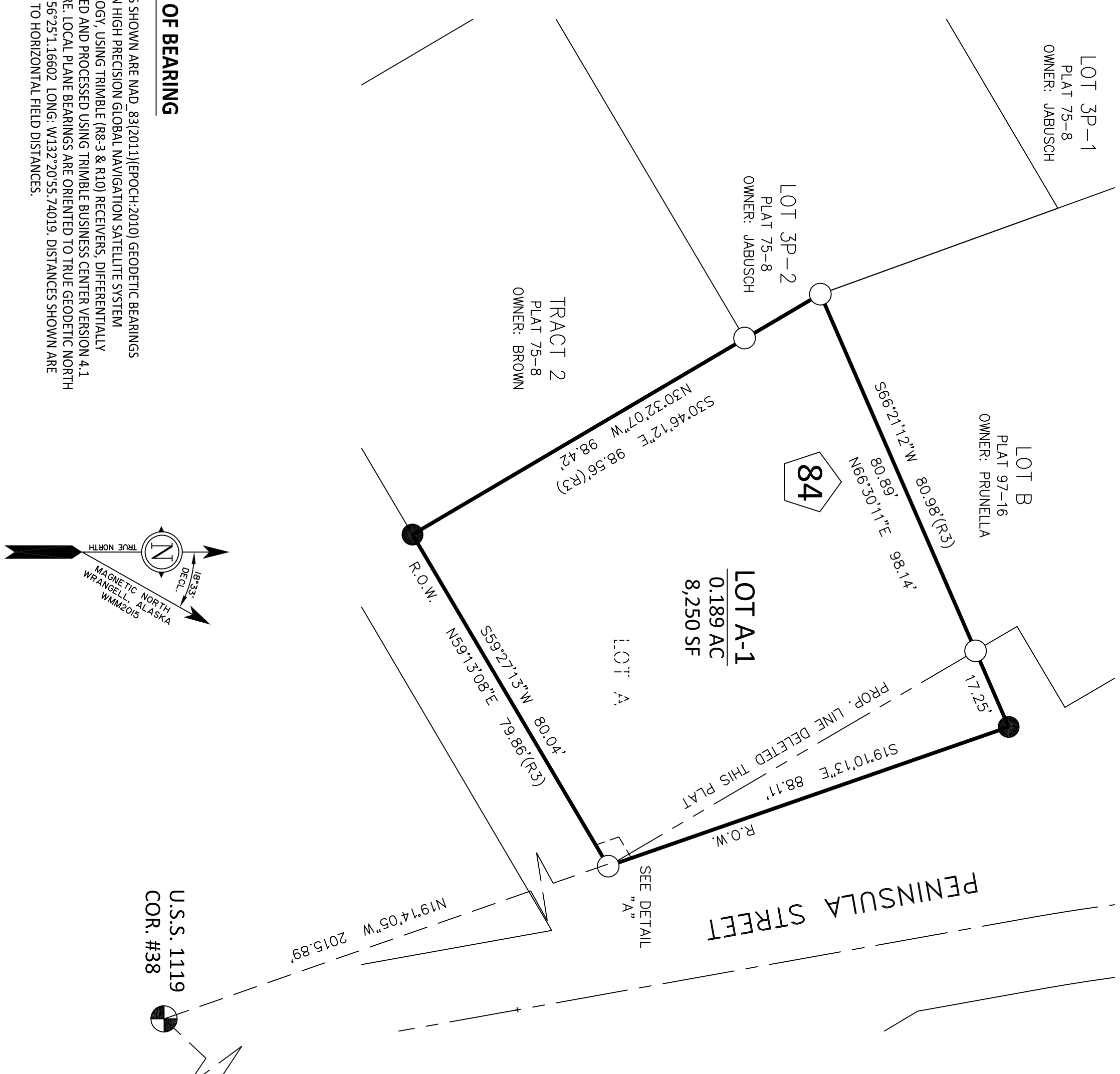
- NOTES**
- THE ERROR OF CLOSURE OF THIS SURVEY DOES NOT EXCEED 1:5000.
 - ALL BEARINGS SHOWN ARE TRUE BEARINGS AS ORIENTED TO THE BASIS OF BEARING AND DISTANCES SHOWN ARE REDUCED TO HORIZONTAL FIELD DISTANCES.
 - REFERENCE THE FOLLOWING WITHIN THE WRANGELL RECORDING DISTRICT:
 - U.S. No. 1119 (WRANGELL TOWNSITE)
 - PLAT 68-46
 - PLAT 75-8
 - PLAT 77-7
 - PLAT 81-6
 - PLAT 94-10 (PENINSULA STREET R.O.W.)
 - PLAT 97-16 (RESUBDIVISION)
 - DEED 2020-06-09-20

LEGEND

1	BLOCK NUMBER
●	SECONDARY MONUMENT SET THIS SURVEY
○	SECONDARY MONUMENT RECOVERED
⊕	PRIMARY MONUMENT RECOVERED
---	UNSURVEYED
---	SURVEYED
---	ROW CENTRELINE
XX	MISAPPLIED DATA
(R1)	RECORD PER U.S.S. 1119 (WRANGELL TOWNSITE)
(R2)	RECORD PER PLAT 94-10 (PENINSULA STREET R.O.W.)
(R3)	RECORD PER PLAT 97-16 (P.C. RESUBDIVISION)

BASIS OF BEARING

BEARINGS SHOWN ARE MADE 8/31/2011 (EPOCH 2010) GEODETIC BEARINGS BASED ON HIGH PRECISION GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) DATA. ALL BEARINGS AND DISTANCES SHOWN ARE HORIZONTAL DISTANCES CORRECTED AND PROCESSED USING TRIMBLE BUSINESS CENTERS VERSION 4.1 SOFTWARE. LOCAL PLANE BEARINGS ARE ORIENTED TO TRUE GEODETIC NORTH AT LAT: N66°25'1.8602" LONG: W132°29'55.74015" DISTANCES SHOWN ARE REDUCED TO HORIZONTAL FIELD DISTANCES.



SHEET 1 OF 1

RS&M ENGINEERING-KETCHIKAN, INC.
 7780 REVILLA ROAD, SUITE 300
 KETCHIKAN, AK 99901
 Phone: (907) 225-2917
 Fax: (907) 225-3441
 WRANGELL OFFICE
 P.O. BOX 2286
 WRANGELL, AK 99929
 Phone: (907) 305-0820

BROWN REPLAT

A REPLAT OF LOT A, WITHIN BLOCK 84, OF WRANGELL TOWNSITE, ACCORDING TO P.C. RESUBDIVISION, RECORDED AS PLAT 97-16; AND THE VACATION OF A PORTION OF PENINSULA STREET R.O.W.; CREATING LOT "A-1", BROWN REPLAT CONTAINING 0.189 ACRES MORE OR LESS

LOCATED WITHIN WRANGELL TOWNSITE (U.S.S. 1119) WRANGELL, ALASKA 99929 WRANGELL RECORDING DISTRICT

SURVEYED BY: MICHAEL
 DATE: NOVEMBER 2021 - MARCH 2022
 DRAWN BY: MICHAEL

SCALE: 1"=20'
 CHECKED: CGP
 R&M PROJECT NO: 212789

Minutes of Regular Assembly Meeting

Held on March 8, 2022

Mayor Prysunka called the Regular Assembly meeting to order at 7:03 p.m., March 8, 2022, in the Borough Assembly Chambers. Assembly Member Morrison led the pledge of allegiance, and the roll was called.

PRESENT: POWELL, MORRISON, DEBORD, DALRYMPLE, GILBERT, and PRYSUNKA

ABSENT: HOWE

Borough Manager Jeff Good and Borough Clerk Lane were also present.

CEREMONIAL MATTERS - None.

PERSONS TO BE HEARD / PUBLIC CORRESPONDENCE – None.

AMENDMENTS TO THE AGENDA

Dalrymple requested to move Item 6f (RESOLUTION No. 03-22-1670) from the Consent Agenda and move it to Unfinished Business for consideration. Item 6a was removed and placed under Unfinished Business.

CONFLICT OF INTEREST – None.

CONSENT AGENDA

6a ORDINANCE No. 1020 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING CERTAIN SECTIONS IN CHAPTER 15.04, WATER, AND ESTABLISHING A NEW PROCESS FOR FEES AND RATES BY REMOVING THE FEES AND RATES FROM THE WRANGELL MUNICIPAL CODE AND ADDING THEM TO A FEE AND RATE SCHEDULE

6b ORDINANCE No. 1021 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING SECTIONS 15.08.060 AND 15.08.240 IN CHAPTER 15.08, SEWERS, AND ESTABLISHING A NEW PROCESS FOR FEES AND RATES BY REMOVING THE FEES AND RATES FROM THE WRANGELL MUNICIPAL CODE AND ADDING THEM TO A FEE AND RATE SCHEDULE

6c RESOLUTION No. 03-22-1667 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE FY 2022 BUDGET IN HARBOR FUND BY TRANSFERRING \$2,323.04 FROM THE HARBOR RESERVES TO THE HARBOR RENTAL EXPENSE (PARKING LOT) ACCOUNT TO COVER THE SHORTFALL THAT WAS ORIGINALLY BUDGETED

6d RESOLUTION No. 03-22-1668 OF THE CITY & BOROUGH OF WRANGELL, ALASKA, SUPPORTING FULL FUNDING (\$20,160,062) FOR THE STATE OF ALASKA MUNICIPAL HARBOR FACILITY GRANT PROGRAM IN THE FY 2023 STATE CAPITAL BUDGET

6e RESOLUTION No. 03-22-1669 OF THE CITY & BOROUGH OF WRANGELL, ALASKA, AMENDING THE FY 2022 BUDGET BY TRANSFERRING \$22,500 FROM INDUSTRIAL CONSTRUCTION FUND

RESERVES TO THE INDUSTRIAL CONSTRUCTION FUND PROFESSIONAL SERVICES ACCOUNT AND AUTHORIZING THE EXPENDITURE FOR APPRAISAL SERVICES AND TITLE REPORTS

6f RESOLUTION No. 03-22-1670 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, ACCEPTING THE DEPARTMENT OF COMMERCE COMMUNITY AND ECONOMIC DEVELOPMENT'S DIVISION OF COMMUNITY AND REGIONAL AFFAIRS LOCAL GOVERNMENT LOST REVENUE GRANT IN THE AMOUNT OF \$469,785 AND AMENDING THE FY 2022 BUDGET TO APPROPRIATE THE FUNDS TO MULTIPLE PROJECT ACCOUNTS FOR EXPENDITURE

6g Approval of Beverage Dispensary - Golf Course - Seasonal Liquor License Renewal Application for Muskeg Meadows Golf Course

6h Final Plat review of the Stewart Replat, a subdivision and replat of Lot 15, (Plat No. 73-1) within USS 3403, creating Lots 15A and 15B, zoned Rural Residential I, owned by Bruce Ward and requested by Susan Stewart

6i Final Plat review of the Johnson-Harrison Replat, a replat of Lot 2B and Lot 2C of Trust Land Survey 2020-02 (Plat No. 2020-10); Lot B of Ned's Resubdivision (Plat 2004-5); Lot 2 of Gillen Subdivision (Plat No. 82-10) creating Lot 2B-1 and Lot 2C-1, zoned Rural Residential 1 and 2, requested by Harley Johnson and Victor Harrison

6j Minutes from the February 22, 2022 Regular Assembly Meeting

6k CORRESPONDENCE: School Board action from the 2-28-2022 Regular Meeting

Clerks Note: Item 6f was removed from the Consent Agenda and placed under Unfinished Business.

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

BOROUGH MANAGER'S REPORT

Manager Good's report was provided.

BOROUGH CLERK'S REPORT

Clerk Lane's report was provided.

MAYOR AND ASSEMBLY BUSINESS

Prysunka asked that people look at the new SEAPA Website; gives really great information such as lake levels and how the power flows through the lines; doing very well with the water levels because the snow levels are looking good.

MAYOR AND ASSEMBLY APPOINTMENTS – None.

PUBLIC HEARING – None.

UNFINISHED BUSINESS

12a *Transferred from Consent Agenda – RESOLUTION No. 03-22-1670* OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, ACCEPTING THE DEPARTMENT OF COMMERCE COMMUNITY AND ECONOMIC DEVELOPMENT'S DIVISION OF COMMUNITY AND REGIONAL AFFAIRS LOCAL GOVERNMENT LOST REVENUE GRANT IN THE AMOUNT OF \$469,785 AND AMENDING THE FY 2022 BUDGET TO APPROPRIATE THE FUNDS TO MULTIPLE PROJECT ACCOUNTS FOR EXPENDITURE

M/S: Gilbert/Dalrymple to approve Resolution No. 03-22-1670.

Good stated that this item is for acceptance of the grant and to appropriate the funds to paint and reside the pool and to purchase a new garbage truck.

Motion approved unanimously by polled vote.

NEW BUSINESS

13a Approval to renew the Parking Lot Lease Agreement with Roger Purdy

M/S: Powell/Morrison to approve renewing the Parking Lot Lease Agreement with Roger Purdy. Motion approved unanimously by polled vote.

13b Approval of the Community Garden Land Improvement Proposal

M/S: Powell/Gilbert to approve the 2022 Community Garden Land Improvement Proposal as presented. Motion approved unanimously by polled vote.

13c Approval of the Revised Community Garden Memorandum of Agreement

M/S: Powell/Gilbert to approve the 2022 Community Garden Memorandum of Agreement as presented. 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 7:33 p.m.

Stephen Prysunka, Borough Mayor

ATTEST: _____
Kim Lane, MMC, Borough Clerk

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	March 22, 2022
	<u>Agenda Section</u>	6

Approve Saturday, May 21, 2022 and Saturday, October 15, 2022 the 2022 Tax Free Days, as allowed under WMC 5.08.060

SUBMITTED BY:

Kim Lane, Borough Clerk

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. Request Letter from the Wrangell Chamber of Commerce.

This item is being considered under the Consent Agenda. Matters listed under the consent agenda are considered to be routine and will be enacted by one motion and vote. There will be no separate discussion on these items. **If the Mayor, and Assembly Member, the Manager or Clerk requests discussion and/or consideration on an item under the Consent Agenda, that item will be removed from the Consent Agenda and will be considered under Unfinished Business.**

RECOMMENDATION MOTION (Consent Agenda Item):
Move to approve May 21, 2022 and October 15, 2022 as the 2022 Tax Free days, as requested by the Wrangell Chamber of Commerce.

SUMMARY STATEMENT:

Each year, the Wrangell Chamber of Commerce submits a request to the Borough Assembly to allow for two tax-free days for the calendar year. The two days requested are typically May and October.

As per WMC 5.08.060 Tax-free days, the two tax-free days are allowed. The code section states:

A. Declaration of Tax-Free Days. There may be two “Tax-Free Days” declared for each calendar year.

B. Tax-free days are subject to the following:

1. Subject to the other provisions of this section and at the option of the seller, retail sales of goods and services for goods or services purchased and received by the buyer for the two designated tax-free days as requested by the Wrangell Chamber of Commerce and approved by the borough assembly each year are exempt from the borough’s retail sales tax imposed by this chapter.

2. The exemption set forth in subsection (B)(1) of this section does not apply to rentals for any period greater than one day. Sales tax on rents for any period greater than one day shall not be prorated or adjusted in any manner to include a sales tax exemption for the two designated tax-free days of each year.

3. The exemption provided for in subsection (B)(1) of this section shall not apply to taxable sales made by the borough.

4. All sales made under the exemption provided for in subsection (B)(1) of this section shall be reported to the borough as exempt sales using “TFD” as the exemption code for the sale.

The Assembly’s approval is essentially a rubber stamp since it’s allowed in the WMC but needs the Assembly’s approval to take place.



Wrangell Chamber of Commerce
P. O. Box 49
Wrangell, AK 99929
(907) 874-3901
info@wrangellchamber.com

February 28, 2022

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

RECEIVED
MAR 04 2022
WRANGELL CITY HALL

Dear Assembly Members,

Re: 2022 Tax Free Days

The Wrangell Chamber of Commerce would like to respectfully request that the tax free days for 2022 be set for Saturday, May 21st and Saturday, October 15th.

Thank you for your consideration, and please feel free to contact the Chamber office with any questions.

Sincerely,

Brittani Robbins

Director of the Wrangell Chamber of Commerce.

MEMORANDUM

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

**FROM: JEFF GOOD
BOROUGH MANAGER**

SUBJECT: MANAGER'S REPORT

DATE: March 22, 2022

INFORMATION:

- Carol and I had a meeting with DNR to discuss the entitlement land for CBW. One of the bigger take aways from the meeting is that we are allowed to use the entitlement lands. If we plan on using them for logging or recreational use then we need to stay well within the entitlement land boundaries. If sales are made then a survey will be required at the time of sale for final deeds.
- I had a meeting with James Kwon, the area court administer. He has concerns about the existing facilities and wanted to make sure we have a plan moving forward. I gave him an update on where we are at with the design options.
- Sen Stedman will be having a hearing in the finance committee with DEC on the 301 waivers. Ray coordinated a meeting with Dave Scott, Wrangell, Petersburg, and Ketchikan to discuss the impacts to our communities.
- DCCED has announced a new CDBG-COVID round 2 grant opportunity. Similar to the last round with a few differences and a very quick turn around. Staff is reviewing for potential projects and will begin the public hearing process in April.
- Chere Klein from Senator Sullivan's and Senator Murkowski's office will be in town on March 25th.

Public Works Director Report 3/15/2022

Overall

- All departments have been working through the budgeting process.
- Several IT deficiencies were fixed while Blackpoint was in town.

Streets/PW

- Assisting other departments- line crew and State DOT with flagging for tree removal.
- The roads inventory document from 2017 has been updated.
- Backed up sewer main on Shakes St was cleared.
- Snow removal was needed in February. Drain clearing has been more of a focus for the crew lately.
- Helped the school with a significant sewer issue. A 6" rock was removed from the pipe that had been wedged in there and likely contributing to this issue for the last several years.
- We had 1 full casket burial and several plaques/headstones installed.

- A leaky water main on an asbestos concrete line was fixed on Reid St.
- The department is working on trouble shooting more effective ways of managing dewater contents.
- As we get decent weather days we will be prioritizing road maintenance.
- Water turn-ons have been ramping up with residents arriving back to town. 1 service box needed a full replacement.
- Lorne Cook has advanced his collection and distribution Certifications.
- A deficient fire hydrant was fixed.
- Several backflow preventers around town have been identified as needing replacement.
- The department has been working on better planning for larger projects coming up in the spring which includes ordering parts and materials for these projects.

Water

- We were able to do some flushing of water mains around town.
- Had our first meetings with DOWL to begin the WTP design process. The first on site visit is scheduled for early April.
- We have been working with HDR on finalizing the valve cluster project as well as another deficiency that was identified through our monitoring summary with DEC.
- We have been working with finance on new rates.

Sanitation

- Working on procurement of the garbage truck, the biggest hold up is the lead time on the chassis. We will provide an update when we know more.
- Recently we have met with an engineer to discuss the installation of a loading bay. This will help to increase safety as well as efficiency of operations.
- A technician came to town to train staff with the wire tie. This visit was supposed to happen in November. Staff learned a few more tricks for trouble shooting that aspect of the baler.

Garage

- Working on getting the assistant mechanic position filled.
- Working on getting what we need to work on new FD vehicles including diagnostics and training for a new mechanic.
- Got striping done on the new PD vehicle.
- Staff have familiarized themselves with the new generator for the airport.
- Preparations for winter tire removal have begun.

Wastewater

- We have been working on understanding the changes coming with the 301 H waiver and have met with the EPA and DEC.
- Working on a node 8 sewer station upgrade as this station is original equipment from 1976.
- Working with finance on rates.
- Discussions have begun with engineers for a sewer analysis to determine necessary upgrades for development out the road.

HARBORMASTER REPORT MARCH 2022

ADMINISTRATION: I have been working on budget and grant opportunities with city staff. There is a lot of money out there for transportation infrastructure and hopefully we can capture some of it. I have sent in renewals for Army Corps of Engineers nationwide permit for maintenance. This should get turned around fairly quickly. These permits are important to the ports and harbors as it allows us to be able to complete piling and dock repairs that require the use of pile driving equipment. I am still working on a presentation to start discussions about requiring insurance. This will be ready for the next scheduled meeting.

HARBOR: As the weather starts to get better we will be starting float maintenance projects. The new net work float for SMB will be delivered sometime this month. When it arrives, we will have to deck it so it will be ready for this commercial fishing season. The crew has been working on the crane that has been down all winter and should have it up and running by the end of the week 02/04/22.

MARINE SERVICE CENTER: It is going to be tight in the yard as the season starts ramping up. When the long-term winter projects start to get wrapped up it will help with some spacing issues we are having. It is still full so we can only pull boats if there is space available.

PORT: The barge ramp air tank bid was awarded to Dave Miller. Work will commence as soon as some of the materials get shipped to Wrangell. This project is scheduled to be complete by the end of April.

Economic Development:

Planning and Zoning:

- Staff has reinitiated conversations with the Planning and Zoning Commission regarding land uses for entitlement areas to help identify proper zoning and priority for potential disposition of lands, or development opportunities. Discussion will begin with the Economic Development Committee in April.
- Staff has also held a work session with the Planning and Zoning Commission to discuss updates to the Comprehensive Plan. They have begun with Land use issues and will be identifying major changes, issues, polices, recommendations to various sections. Staff are also starting to identify needs and updates for Chapter 5 Transportation that will also assist in developing a Transportation Plan. The Economic Development Committee will begin discussions regarding Chapter 4 Economic Development in April
- The Wrangell Convention and Visitor Bureau are beginning discussions of a Tourism Plan that also can assist with updating the Visitor Section of Ch. 4. The Comp Plan can be found at <https://www.wrangell.com/planning/comprehensive-plan>
- The annual Pre- Cruise Season meeting with charter operators will be held in April to discuss use of the City Dock and summer floats and identify needs and transportation issues.

Grant opportunities: DCCED has announced a new CDBG-COVID round 2 grant opportunity. Similar to the last round with a few differences and a very quick turn around. Staff is reviewing for potential projects and will begin the public hearing process in April.

CITY & BOROUGH OF WRANGELL, ALASKA

BOROUGH CLERK'S REPORT

SUBMITTED BY: Kim Lane, MMC, Borough Clerk

Upcoming Meetings & Other Informational dates:



Other City Boards/Commissions:

April 8 – Parks & Recreation Board Meeting at 5:30pm in the Assembly Chambers

April 7 – Port Commission Meeting at 6pm in the Assembly Chambers

April 14 – Planning & Zoning Commission Meeting at 6pm in the Assembly Chambers

Community Events:

March 28 – Seward's Day – City offices closed

Meetings and Other events of the Borough Assembly:

April 12 – Work Session & Regular Borough Assembly Mtg. at 6 pm in the Assembly Chambers

April 26 – Regular Borough Assembly Mtg. at 6 pm in the Assembly Chambers

May 9 – Board of Equalization Mtg. at 6 pm in the Assembly Chambers

May 10 – Regular Borough Assembly Mtg. at 6 pm in the Assembly Chambers

FY 2023 Budget Calendar (proposed):

April 6 – *Preliminary* Draft Budget to Assembly

April 13 - General Fund Budget Work Session with Assembly at 5:30 p.m.

April 20 – Special Revenue Fund Work Session with Assembly at 5:30 p.m.

April 27 - Enterprise Fund Work Session with Assembly at 5:30 p.m.

May 4 - Misc. Budget Work Session with Assembly at 5:30 p.m.

May 24 – *Proposed* Budget Public Hearing

June 7 – *Proposed* Budget Adoption

Records Management: I have transferred and addressed the 24 boxes at the Records Storage facility.

Columbarium/Cemetery: I have requested a quote for a new Columbarium to be placed in the newer Cemetery. I am hopeful that we will be able to get a new Columbarium for this upcoming Fiscal Year.

Although we have 17 available niches in the existing Columbarium, I still believe that that it's important to get another one in place. The quote will also include a sidewall for memorial plaques. Currently, there are no spaces available for memorial plaques.

Space available in the Sunset Gardens and Memorial Cemetery for full-casket burials is extremely limited. In the Sunset Gardens Cemetery, we have only 3 plots available for purchase and in the Memorial Cemetery we only have 4 plots available for purchase. The 4 available plots in the Memorial Cemetery are not definite as the plots may or may not be occupied. Before the cemetery was turned over to the City, there were burials in plots that were not documented.

I have sent several letters to people who have several plots reserved in the Sunset Gardens Cemetery, asking if they would be willing to relinquish any of their plots. So far, I have received notification from one person, saying that they do not wish to relinquish any of their plots. Unfortunately, there was no limitation on the number of plots any one person could purchase. Therefore, about 20% of the Sunset Gardens Cemetery is "reserved".

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	March 22, 2022
	<u>Agenda Section</u>	11

RESOLUTION No. 03-22-1674 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA AMENDING THE FEE AND RATE SCHEDULE FOR THE WRANGELL PORT AND HARBOR DEPARTMENT AND IMPLEMENTING A STRUCTURE FOR INCREASING FEES AND RATES

SUBMITTED BY:

Steve Miller, Port & Harbor Director
Mason Villarma, Finance Director

FISCAL NOTE:

Expenditure Required:		
FY 20: \$	FY 21:	FY22:
Amount Budgeted:		
FY22 \$0		
Account Number(s):		
Account Name(s):		
Unencumbered Balance(s) (prior to expenditure): See Agenda Statement		

Reviews/Approvals/Recommendations

<input checked="" type="checkbox"/>	Port Commission
Name(s)	
Name(s)	
<input type="checkbox"/>	Attorney
<input type="checkbox"/>	Insurance

ATTACHMENTS: 1. Resolution No. 03-22-1674 2. Proposed Rate and Fee Schedule

MAYOR PROCEDURE: Declare the Public Hearing open. The Mayor shall ask if there is any administrative report on the Public Hearing Item. Persons who signed up to talk on this item shall be called to the podium.

Once all persons have been heard, declare the Public Hearing closed and entertain a motion.

RECOMMENDATION MOTION:
Move to approve Resolution No. 03-22-1674.

SUMMARY STATEMENT: In 2021 the Ports and Harbors commissioned a business plan for the marine service center. This study found that Wrangell was below the 50th percentile on rates in the Marine service center. With the help of the finance director and meetings with the port commission we produced this rate schedule. For the Harbors we did a 2% increase for all harbor related charges. This will help with inflationary cost of doing business. The Marine Service Center we took a different approach and used the ROI tool that was provided in the study. This helped us get closer to the 50th percentile of other marine yards in the region. We believe these rates will keep us competitive with other yards as well as fund the purchase of replacement equipment in the future.

CITY AND BOROUGH OF WRANGELL, ALASKA

RESOLUTION No. 03-22-1674

A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA AMENDING THE FEE AND RATE SCHEDULE FOR THE WRANGELL PORT AND HARBOR DEPARTMENT AND IMPLEMENTING A STRUCTURE FOR INCREASING FEES AND RATES

WHEREAS, the fees and rates for Wrangell Port and Harbor are established by resolution with a Public Hearing and proper Public Notice before adoption; and

WHEREAS, the current fee and rate structure of Port and Harbor is amended to reflect a gradual increase from 2022 through 2026 for all fees and rates in the schedule; and

WHEREAS, the Port Commission approved the fee and rate schedule at their meeting held on February 17, 2022; and

WHEREAS, the previously adopted Port and Harbor Fee Schedule is replaced in its entirety and the new Port and Harbor Fee and Rate Schedule is adopted.

NOW, THEREFORE, BE IT RESOLVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, THAT:

Section 1. The attached amended schedule of fees and rates shall govern the fee and rate schedule for the Wrangell Port and Harbor Department.

Section 2. This resolution shall become effective upon approval.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY & BOROUGH OF WRANGELL, ALASKA THIS 22nd day of March, 2022.

CITY & BOROUGH OF WRANGELL

Stephen Prysunka, Borough Mayor

ATTEST: _____
Kim Lane, MMC, Borough Clerk



City and Borough of Wrangell Harbor and Port Facilities Fee Schedule

Category	Description of Rate/Fee Type	Basis	Effective as of:					
			4/21/2021 (RES 4-21-1571)	7/1/2022	7/1/2023	7/1/2024	7/1/2025	7/1/2026
A. Transient Moorage	Daily Moorage - Prepaid (per foot)	0 - 30 feet	\$ 0.49	\$ 0.50	\$ 0.51	\$ 0.52	\$ 0.53	\$ 0.54
		31 - 55 feet	\$ 0.59	\$ 0.60	\$ 0.62	\$ 0.63	\$ 0.64	\$ 0.65
		56 - 100 feet	\$ 0.69	\$ 0.71	\$ 0.72	\$ 0.74	\$ 0.75	\$ 0.77
		101 feet and up	\$ 1.08	\$ 1.10	\$ 1.12	\$ 1.15	\$ 1.17	\$ 1.19
	Daily Moorage - Invoiced (per foot) *Invoiced on a Monthly Basis	0 - 30 feet	\$ 0.98	\$ 1.00	\$ 1.02	\$ 1.04	\$ 1.06	\$ 1.08
		31 - 55 feet	\$ 1.18	\$ 1.20	\$ 1.23	\$ 1.25	\$ 1.28	\$ 1.30
		56 - 100 feet	\$ 1.38	\$ 1.41	\$ 1.44	\$ 1.46	\$ 1.49	\$ 1.52
		101 feet and up	\$ 2.16	\$ 2.20	\$ 2.25	\$ 2.29	\$ 2.34	\$ 2.38
	Designated Bow Tie Skiff Zone	N/A	\$35.00 flat fee per month					
	Monthly Moorage (per foot)	0 - 30 feet	\$ 4.32	\$ 4.41	\$ 4.49	\$ 4.58	\$ 4.68	\$ 4.77
		31 - 55 feet	\$ 4.87	\$ 4.97	\$ 5.07	\$ 5.17	\$ 5.27	\$ 5.38
		56 - 100 feet	\$ 5.40	\$ 5.51	\$ 5.62	\$ 5.73	\$ 5.85	\$ 5.96
		101 feet and up	\$ 6.49	\$ 6.62	\$ 6.75	\$ 6.89	\$ 7.02	\$ 7.17
Live Aboards (monthly)		\$ 85.00	\$ 86.70	\$ 88.43	\$ 90.20	\$ 92.01	\$ 93.85	
B. Reserved Moorage	Annual Moorage (per foot)	0 - 30 feet	\$ 30.30	\$ 30.91	\$ 31.53	\$ 32.16	\$ 32.80	\$ 33.46
		31 - 55 feet	\$ 35.72	\$ 36.43	\$ 37.16	\$ 37.91	\$ 38.66	\$ 39.44
		56 feet and up	\$ 41.14	\$ 41.96	\$ 42.80	\$ 43.65	\$ 44.53	\$ 45.42
	Wait List Deposit		\$50 for each reserved slot					
C. Customer Service Moorage	Wait List Deposit	Each	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
	Annual	N/A	1.5x the annual moorage rate					
D. Electric Utility Service	Daily Utility Service (by amp size)	20 amp 120 v	\$ 5.00	\$ 5.10	\$ 5.20	\$ 5.31	\$ 5.41	\$ 5.52
		30 amp 120 v	\$ 8.00	\$ 8.16	\$ 8.32	\$ 8.49	\$ 8.66	\$ 8.83
		50 amp single phase	\$ 10.00	\$ 10.20	\$ 10.40	\$ 10.61	\$ 10.82	\$ 11.04
		50 amp 3 phase	\$ 30.00	\$ 30.60	\$ 31.21	\$ 31.84	\$ 32.47	\$ 33.12
		100 amp 3 phase	\$ 50.00	\$ 51.00	\$ 52.02	\$ 53.06	\$ 54.12	\$ 55.20
E. Outside Dock Face Moorage	Daily Outside Moorage (per foot)	00 – 99 feet	\$ 1.07	\$ 1.23	\$ 1.26	\$ 1.28	\$ 1.31	\$ 1.33
		100 – 199 feet	\$ 1.39	\$ 1.60	\$ 1.63	\$ 1.66	\$ 1.69	\$ 1.73
		200 – 299 feet	\$ 1.55	\$ 1.78	\$ 1.82	\$ 1.85	\$ 1.89	\$ 1.93
		300 – 499 feet	\$ 1.77	\$ 2.04	\$ 2.08	\$ 2.12	\$ 2.17	\$ 2.21
		500 – 599 feet	\$ 2.09	\$ 2.40	\$ 2.45	\$ 2.50	\$ 2.55	\$ 2.60
		600 feet and up	\$ 2.38	\$ 2.73	\$ 2.79	\$ 2.84	\$ 2.90	\$ 2.96
F. Inside Dock Face	Daily Inside Moorage	00 – 99 feet	\$ 1.07	\$ 1.23	\$ 1.26	\$ 1.28	\$ 1.31	\$ 1.33
		100 – 199 feet	\$ 1.39	\$ 1.60	\$ 1.63	\$ 1.66	\$ 1.69	\$ 1.73
		200 – 299 feet	\$ 1.55	\$ 1.78	\$ 1.82	\$ 1.85	\$ 1.89	\$ 1.93

Moorage	(per foot)	300 – 499 feet	\$ 1.77	\$ 2.04	\$ 2.08	\$ 2.12	\$ 2.17	\$ 2.21
		500 – 599 feet	\$ 2.09	\$ 2.40	\$ 2.45	\$ 2.50	\$ 2.55	\$ 2.60
		600 feet and up	\$ 2.38	\$ 2.73	\$ 2.79	\$ 2.84	\$ 2.90	\$ 2.96
G. Barge Ramp Facility	Daily (per lineal foot)	Per foot (\$500.00 minimum)	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00
	Beach Landing (per lineal foot)	Per foot (\$25.00 minimum)	\$ 0.10	\$ 0.10	\$ 0.10	\$ 0.10	\$ 0.10	\$ 0.10
H. Wharfage	General cargo	Per ton	\$ 2.50	\$ 2.50	\$ 2.50	\$ 2.50	\$ 2.50	\$ 2.50
	Vehicles	Per ton	\$ 2.50	\$ 2.50	\$ 2.50	\$ 2.50	\$ 2.50	\$ 2.50
	Explosives	Per ton	\$ 6.25	\$ 6.25	\$ 6.25	\$ 6.25	\$ 6.25	\$ 6.25
	Lumber	Per thousand milled board feet	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00
	Empty containers	Each	\$ 3.75	\$ 3.75	\$ 3.75	\$ 3.75	\$ 3.75	\$ 3.75
	Less than 500 tons of Sand and Gravel	Per ton	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00
	500 to 1500 tons of Sand and Gravel	Per ton	\$ 500 + (0.20/ton for each ton over 500)					
	Greater than 1500 tons of Sand and Gravel	Per ton	\$ 800 + (0.05/ton for each ton over 500)					
I. Storage	Outside Storage	Per foot	\$ 0.50	\$ 0.51	\$ 0.52	\$ 0.53	\$ 0.54	\$ 0.55
J. Gridiron	Daily Use	Per foot	\$ 1.00	\$ 1.02	\$ 1.04	\$ 1.06	\$ 1.08	\$ 1.10
K. Launch Ramp	Daily Fee	Per Launch	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00
	Annual Permit w/ stall	Flat fee	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
	Annual Permit w/out stall	Flat fee	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
	No charge - Parking limitations to be enforced by Wrangell PD							
M. Harbormaster Services	Replace Mooring Lines	\$10 plus the cost of the line						
	Skiff Rental w/Personnel	Per hour (minimum of 1 hour)	\$ 175.00	\$ 178.50	\$ 182.07	\$ 185.71	\$ 189.43	\$ 193.21
	Pumping	\$25/per pump + Labor						
	Labor	Labor costs will be the actual costs of the employee. They will include wages and employee costs. Overtime and callout rates may also						
	Raising of Boats	\$175 plus cost of materials and professional services						
N. Water Rates	Commercial and Industrial Water	See WMC 15.04.640						
O. Hoists	Use of Hoists	Per hour (Billed in 10min intervals)	\$ 30.00	\$ 30.60	\$ 31.21	\$ 31.84	\$ 32.47	\$ 33.12
P. Sea Plane Floats	Day Pass	Per day	\$ 5.00	\$ 5.25	\$ 5.36	\$ 5.46	\$ 5.57	\$ 5.68
	Monthly Pass	Per month	\$ 100.00	\$ 105.00	\$ 107.10	\$ 109.24	\$ 111.43	\$ 113.66
	Annual Permit (reserved)	Per year	\$ 420.00	\$ 441.00	\$ 449.82	\$ 458.82	\$ 467.99	\$ 477.35
Q. Impoundment Fee	Impounded vessel, vehicle, float, etc.	Per impound	\$ 300.00	\$ 306.00	\$ 312.12	\$ 318.36	\$ 324.73	\$ 331.22
R. Summer Float Use	Transient Moorage (per foot)	0 - 80 feet	\$ 0.65	\$ 0.66	\$ 0.68	\$ 0.69	\$ 0.70	\$ 0.72
		81 feet and up	\$ 0.95	\$ 0.97	\$ 0.99	\$ 1.01	\$ 1.03	\$ 1.05
S. Passenger Vessels Motorized	Daily	Per departure	\$ 10.00	\$ 10.20	\$ 10.40	\$ 10.61	\$ 10.82	\$ 11.04
	Monthly	Per foot /month	\$ 2.00	\$ 2.04	\$ 2.08	\$ 2.12	\$ 2.16	\$ 2.21
	Annual	Flat Rate	\$ 400.00	\$ 408.00	\$ 416.16	\$ 424.48	\$ 432.97	\$ 441.63
T. Port Development Fees	Daily	120 - 499	\$ 1.50	\$ 1.53	\$ 1.56	\$ 1.59	\$ 1.62	\$ 1.66
		500 and up	\$ 2.38	\$ 2.42	\$ 2.47	\$ 2.52	\$ 2.57	\$ 2.62
U. Lightering Fee	40 percent of applicable dockage and port fees							

V. Marine Service Center Rates and Fees	Travel Lift Haul Out Rate (per foot)	0 - 40 feet	\$ 13.64	\$ 13.92	\$ 14.20	\$ 14.48	\$ 14.77	\$ 15.07
		41 - 58 feet	\$ 15.00	\$ 15.30	\$ 15.61	\$ 15.92	\$ 16.24	\$ 16.56
		59 - 75 feet	\$ 16.26	\$ 16.59	\$ 16.92	\$ 17.26	\$ 17.60	\$ 17.96
		76 - 90 feet	\$ 18.76	\$ 19.14	\$ 19.52	\$ 19.91	\$ 20.31	\$ 20.71
		91 - 120 feet	\$ 21.26	\$ 21.68	\$ 22.12	\$ 22.56	\$ 23.01	\$ 23.47
		121 - 140 feet	\$ 23.78	\$ 24.25	\$ 24.74	\$ 25.23	\$ 25.73	\$ 26.25
		141 feet and up	\$ 25.91	\$ 26.43	\$ 26.96	\$ 27.50	\$ 28.05	\$ 28.61
	Travel Lift Minimum (Hourly Rate)	150-ton per hour use	\$ 360.00	\$ 367.20	\$ 374.54	\$ 382.03	\$ 389.68	\$ 397.47
		300-ton per hour use	\$ 600.00	\$ 612.00	\$ 624.24	\$ 636.72	\$ 649.46	\$ 662.45
	Environmental Fee	Per foot	\$ 1.00	\$ 1.02	\$ 1.04	\$ 1.06	\$ 1.08	\$ 1.10
	Short Term Monthly Storage	Per square foot/per month	\$ 0.59	\$ 0.80	\$ 0.82	\$ 0.83	\$ 0.85	\$ 0.87
	Long Term Monthly Storage	Per square foot/per month	\$ 0.37	\$ 0.55	\$ 0.56	\$ 0.57	\$ 0.58	\$ 0.60
	Long Term Monthly Storage After 12 Consecutive Months	Per square foot/per month	\$ 0.74	\$ 1.10	\$ 1.12	\$ 1.14	\$ 1.17	\$ 1.19
	Inspection Hoist Fee	First 2-hours: 60 percent of haul out rate						
	Hydraulic Trailer Fee	Round trip	\$ 10.46	\$ 10.67	\$ 10.88	\$ 11.10	\$ 11.32	\$ 11.55
One-way (per foot)		\$ 5.23	\$ 5.33	\$ 5.44	\$ 5.55	\$ 5.66	\$ 5.77	
Minimum Fee		\$ 250.00	\$ 255.00	\$ 260.10	\$ 265.30	\$ 270.61	\$ 276.02	
Off-site Transportation		Round trip or one-way fee plus travel time at \$350/hour (1-hr minimum)						
Long-term Storage Reservation Fee		\$ 100.00	\$ 102.00	\$ 104.04	\$ 106.12	\$ 108.24	\$ 110.41	
Business Lease Rates	***The marine service center business lease rates are not included in this fee and rate schedule as each lease agreement and its terms operate independent of any rates/fees presented in this schedule.							
W. Port Security Personnel	Cruise Ship Security Personnel	Per hour	\$ 30.00	\$ 30.60	\$ 31.21	\$ 31.84	\$ 32.47	\$ 33.12
X. Meyers Chuck	Transient Moorage (per foot)	Daily - Prepaid	\$ 0.20	\$ 0.20	\$ 0.21	\$ 0.21	\$ 0.22	\$ 0.22
		Daily - Invoiced	\$ 0.40	\$ 0.41	\$ 0.42	\$ 0.42	\$ 0.43	\$ 0.44
		Monthly	\$ 1.75	\$ 1.79	\$ 1.82	\$ 1.86	\$ 1.89	\$ 1.93
	Reserved Moorage (Per foot)	Annual	\$ 12.00	\$ 12.24	\$ 12.48	\$ 12.73	\$ 12.99	\$ 13.25
Y. Commercial Passenger Vessel Wharfage	Passenger Wharfage Fees	Upon tie-up	N/A		\$5.00 per person			
		For lightering	N/A		\$3.00 per person			
Z. Commercial Passenger Vessel Potable Water Fees	Water Fees by Vessel Length (Each Servicing)	199 feet or less	N/A	\$ 60.00	\$ 61.20	\$ 62.42	\$ 63.67	\$ 64.95
		200 to 299 feet		\$ 120.00	\$ 122.40	\$ 124.85	\$ 127.34	\$ 129.89
		300 to 399 feet		\$ 180.00	\$ 183.60	\$ 187.27	\$ 191.02	\$ 194.84
		400 to 499 feet		\$ 240.00	\$ 244.80	\$ 249.70	\$ 254.69	\$ 259.78
		500 to 599 feet		\$ 360.00	\$ 367.20	\$ 374.54	\$ 382.03	\$ 389.68
		600 to 699 feet		\$ 480.00	\$ 489.60	\$ 499.39	\$ 509.38	\$ 519.57
		700 to 799 feet		\$ 600.00	\$ 612.00	\$ 624.24	\$ 636.72	\$ 649.46
		800 to 899 feet		\$ 720.00	\$ 734.40	\$ 749.09	\$ 764.07	\$ 779.35
		900 to 1,100 feet		\$ 840.00	\$ 856.80	\$ 873.94	\$ 891.41	\$ 909.24
		*All servicing is subject to availability. The Harbor Master and Public Works Director have full discretion on whether the Borough has sufficient supply to meet commercial passenger vessel fresh water demand.						

Moorage Rate Comparison 2022					
Harbor	Length of Vessel	Daily Open Moorage per ft.	Monthly Open Moorage per ft.	Annual Reserved Moorage per ft.	Notes
Ketchikan	20'+	\$0.84	\$8.70	\$34.48	5% to 11.6% increase for 2023
Wrangell	0-30'	\$0.49	\$4.32	\$30.30	OM doubled if not prepaid 2% Rate increase for last 5 years request for additional 6 years
	31'-55'	\$0.59	\$4.87	\$35.72	
	56'-100'	\$0.69	\$5.40	\$41.14	
	101'+	\$1.08	\$6.45		
Petersburg	0-34'	\$0.72	\$7.20	\$39.00	5% to 7% increase for 2023
	35'-40'			\$43.50	
	46'-60'			\$48.00	
	61'+			\$54.50	
Sitka	0-80'	\$1.24	\$21.22	\$47.88	5% increase 2022/2023
	81'+	\$2.11			
Craig	0'+	\$0.65	\$5.45	\$22.00	
Juneau	0'+	\$0.58	\$7.30	\$78.84	
Haines	0-40'	\$0.65	\$6.50	\$28.00	
	41'+			\$34.00	
Cordova	0'+	\$1.10	\$14.70	\$48.00	
Valdez	0-60'	\$0.77	\$9.63	\$47.11	D: \$1.16 ; M: \$14.45 if billed out
	60'+	\$1.50	\$20.00		
Seward	0'+	\$0.81	\$10.75	\$27.11	
Kodiak	0-40'	\$0.63		\$39.74	
	41'-60'	\$0.86		\$54.28	
	61'-80'	\$1.27		\$80.74	
	81'-100'	\$1.49		\$94.65	
	101'+	\$1.71		\$108.54	
Homer	0'+	\$1.61	\$9.11	\$53.61	

Blue = to or less than Wrangell
Red = Higher than Wrangell

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	March 22, 2022
	<u>Agenda Section</u>	11

ORDINANCE No. 1020 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING CERTAIN SECTIONS IN CHAPTER 15.04, WATER, AND ESTABLISHING A NEW PROCESS FOR FEES AND RATES BY REMOVING THE FEES AND RATES FROM THE WRANGELL MUNICIPAL CODE AND ADDING THEM TO A FEE AND RATE SCHEDULE

SUBMITTED BY:

Steve Miller, Port & Harbor Director & Mason Villarma, Finance Director

FISCAL NOTE:

Expenditure Required: \$XXX Total		
FY 21: \$	FY 22: \$	FY23: \$
Amount Budgeted:		
FY22 \$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 1020.

MAYOR PROCEDURE: Declare the Public Hearing open. The Mayor shall ask if there is any administrative report on the Public Hearing Item. Persons who signed up to talk on this item shall be called to the podium.

Once all persons have been heard, declare the Public Hearing closed and entertain a motion.

RECOMMENDATION MOTION:
Move to Approve Ordinance 1020.

SUMMARY STATEMENT:

This Ordinance removes the Water Fees and Rates from the Wrangell Municipal Code Section 15.04 and allows for a Resolution to be adopted for establishing the fee and rate schedule.

On this Agenda, there is a Resolution (03-22-1675) that establishes the fee and rate schedule and also establishes a structure for increasing the fees and rates in the Water department.

CITY AND BOROUGH OF WRANGELL, ALASKA
ORDINANCE NO. 1020

AN ORDINANCE OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING CERTAIN SECTIONS IN CHAPTER 15.04, WATER, AND ESTABLISHING A NEW PROCESS FOR FEES AND RATES BY REMOVING THE FEES AND RATES FROM THE WRANGELL MUNICIPAL CODE AND ADDING THEM TO A FEE AND RATE SCHEDULE

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.]

The purpose of this ordinance is to amend Certain Sections in Chapter 15.04, Water, and Chapter 15.08, Sewers and establishing a new process for rates and fees in the Wrangell Municipal Code by establishing a Fee and Rate Schedule.

SEC. 2. Amendment. Sections 15.04.080, Deposit required, 15.04.208, Meter deposit required, 15.04.290 Water rates – Publication, 15.04.420 Service turnoff for delinquent accounts – Charges, 15.04.450 Meter accuracy – Testing upon customer request, 15.04.545 Turn-on and turn-off fee, 15.04.550 Unauthorized turning on or off of service, 15.04.630 Service connection charges, 15.04.640 Monthly water rates, are hereby amended as follows:

15.04.080 Deposit required.

All customers requesting new water service shall be required to establish an account with the borough and make a deposit before service is rendered **[in the amount of \$25.00]**.

The deposit on the customer’s account will be refunded, less any amount due the borough for service, when the water service is discontinued.

The assembly shall, by resolution, establish fees and rates for Water. A Public Hearing shall be required on the resolution that establishes such fees and rates.

15.04.208 Meter deposit required.

All customers requesting a water meter shall be required to deposit with the borough a water meter deposit **[in the sum of \$100.00]**.

The assembly shall, by resolution, establish fees and rates for Water. A Public Hearing shall be required on the resolution that establishes such fees and rates.

15.04.290 Water rates – Publication.

The water rates to be charged for size of service, including minimum charges, charges for water used over the specified minimum, charges for specified commercial users, and service connection charges, shall be published in separate schedules. These schedules, approved by the assembly by resolution, shall become a part of the established fees and rates schedule **[this chapter. These water rates and service connection charges may be revised by ordinance, following a public hearing].**

The assembly shall, by resolution, establish fees and rates for Water. A Public Hearing shall be required on the resolution that establishes such fees and rates.

15.04.420 Service turnoff for delinquent accounts – Charges.

In all instances where water has been turned off because of account delinquency, a minimum **[\$50.00]** disconnect service charge shall be imposed; a minimum reconnect service charge **[of \$50.00]** shall be made for the restoration of service, in which case replacement of the cash deposit, as stated in this chapter, will be required.

The assembly shall, by resolution, establish fees and rates for Water. A Public Hearing shall be required on the resolution that establishes such fees and rates.

15.04.450 Meter accuracy – Testing upon customer request.

A customer may, giving not less than seven days’ notice, request the borough to test the meter serving his premises. The borough will require the customer to deposit the testing fee. Such fee shall be listed in the Water fee and rate schedule. **[This fee shall be \$50.00 for meters one inch and smaller and for meters larger than one inch shall be an estimate of the cost of testing the meter as determined by the public works director.]** The deposit will be returned to the customer if the test reveals the meter to over register more than five percent under conditions of normal operation. If the meter is operating satisfactorily or if the meter under registers more than five percent under the standard test conditions, the deposit shall be forfeited to the borough. Customers may, at their option, witness any meter tests which they request.

The assembly shall, by resolution, establish fees and rates for Water. A Public Hearing shall be required on the resolution that establishes such fees and rates.

15.04.630 Service connection charges.

A. All service connections to customers shall be charged at the actual cost of materials, equipment, and labor, plus 15 percent, **[with the following minimum charges per connection:**

SERVICE CONNECTION CHARGES	
Size of Service (in inches)	Minimum Charges

SERVICE CONNECTION CHARGES

¾	\$350.00
1	\$450.00
2	\$600.00
3 and over	\$700.00]

Any additional charges including service connection charges for services larger than those stated will be based on the actual cost of labor, materials and equipment for installation, plus 15 percent overhead.

The assembly shall, by resolution, establish fees and rates for Water. A Public Hearing shall be required on the resolution that establishes such fees and rates.

15.04.640 Monthly water rates.

The assembly shall, by resolution, establish fees and rates for Water. A Public Hearing shall be required on the resolution that establishes such fees and rates.

[A. The following monthly rates as shown in Table 15.04.640 shall apply to all metered and unmetered properties:

TABLE 15.04.640

Monthly Water Rates

Metered Service Type		7/1/2017	7/1/2018	7/1/2019
Residential Metered	Monthly base charge first 4,000 gallons	28.63	29.77	30.96
	Charge additional 1,000 gallons	2.69	2.79	2.90
Commercial Metered	Monthly base charge first 4,000 gallons	28.63	29.77	30.96
	Charge per additional 1,000 gallons	2.69	2.79	2.90
Large Commercial Metered	Monthly base charge first 5,000 gallons	429.57	446.75	464.62
	Per additional 1,000 gallons	1.75	1.82	1.89
Unmetered Services Type		7/1/2017	7/1/2018	7/1/2019
Residential		43.60	45.34	47.15
Commercial/Industrial				
Bakeries		165.07	171.67	178.54
Bars		165.07	171.67	178.54

Barbershop – one chair	41.24	42.89	44.60
Barbershop – per each additional chair	33.02	34.34	35.71
Beauty Shop – one basin	41.24	42.89	44.60
Beauty Shop – per additional basin	33.02	34.34	35.71
Bed and Breakfast within Single-Family Residential – per rental unit	8.72	9.07	9.43
Churches	41.24	42.89	44.60
Cleaners and Cleaning Plant	82.35	85.64	89.07
Clubs, Lodges – w/o Bar or Restaurant Facilities	41.24	42.89	44.60
Clubs, Lodges – w/Bar or Restaurant Facilities	82.48	85.77	89.21
Cold Storage Plants	880.09	915.29	951.90
Convenience Stores	23.84	24.79	25.78
Vehicle and Marine Service Stations, Car Lots – w/o Wash Racks	82.35	85.64	89.07
Grocery Stores – w/o Meat Market	61.70	64.16	66.73
Grocery Stores – w/Meat Market	127.74	132.85	138.16
Hospital	328.02	341.14	354.79
Hydrants, Fire – each	26.15	27.20	28.28
Hotels and Motels – 10 Rooms or Less	123.78	128.73	133.88
Hotels and Motels – Over 10 Rooms, per additional room	9.18	9.55	9.93
Laundromats, Self Service – Under 30-lb. Capacity, per machine	50.38	52.39	54.49
Laundromats, Self Service – 30 lbs. or Over Capacity, per machine	87.89	91.41	95.06
Multifamily per unit (4 units and above)	33.41	34.74	36.13
Office Building – base rate first plumbed space	43.60	45.35	47.16
Office Building – each additional plumbed space	27.25	28.34	29.48
Offices w/Additional Laboratory and/or X-Ray Unit	87.20	90.69	94.32
Dental Offices w/o Laboratory and/or X-Ray Unit	43.60	45.35	47.16
Plane Floats	82.35	85.64	89.07
Public Showers – first two stalls	44.07	45.84	47.67
Public Showers – per additional stall	10.74	11.17	11.62
Ranger District	422.82	439.73	457.32
Restaurant, Lunch Counters, Etc. – Up to and Including 30 Seats	123.78	128.73	133.88
Restaurant, Lunch Counters, Etc. – Over 30 Seats	165.08	171.68	178.55
Fountain only	41.24	42.89	44.60
Schools, per classroom	27.25	28.34	29.48
Shops and Stores	41.24	42.89	44.60
Everything Else	43.60	45.35	47.16
Standby Fire Protection	26.15	27.20	28.28]

Note A: The residential schedule is restricted to service used exclusively for general domestic purposes.

Note B: Where central laundry facilities are furnished for the exclusive use of tenants in apartment buildings or trailer courts, no charge in addition to above will be made. It is the responsibility of the owner that only their tenants are using the facility. If it is found that others are using the facility for laundry the owner will be charged under the commercial rate.

Note C: Customers who have their water turned off by the borough will pay the shutoff fee, but then will not pay any monthly fee for water.

Note D: Nonmetered rates herein apply to the average monthly usage. No adjustments will be made for seasonal use.

Note E: All commercial enterprises consisting of more than one facility shall be charged the sum of the applicable rates for each facility.

Note F: The monthly rate for any establishment not herein designated shall be determined by the borough assembly. Until such rate may be established, the rate deemed by the water department and approved by the borough manager to be most applicable shall apply, subject to adjustment.

The assembly shall, by resolution, establish fees and rates for Water. A Public Hearing shall be required on the resolution that establishes such fees and rates.

SEC. 3. Severability. If any provision of this ordinance, or any application thereof to any person or circumstances is held invalid, the remainder of this ordinance and the application to all other persons or circumstances shall not be affected thereby.

SEC. 4. 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. However, until which time that a new fee schedule is duly adopted, the fees reflected in the former sections amended herein shall remain as an interim fee schedule.

PASSED IN FIRST READING: _____, 2022

PASSED IN SECOND READING: _____, 2022

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 22, 2022
	<u>Agenda Section</u>	11

RESOLUTION No. 03-22-1675 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, CREATING THE FEE AND RATE SCHEDULE FOR THE WRANGELL WATER DEPARTMENT AND IMPLEMENTING A STRUCTURE FOR INCREASING FEES AND RATES

SUBMITTED BY:

Tom Wetor, Public Works Director
Mason Villarma, Finance Director

FISCAL NOTE:

Expenditure Required:		
FY 20: \$	FY 21:	FY22:
Amount Budgeted:		
FY22 \$0		
Account Number(s):		
Account Name(s):		
Unencumbered Balance(s) (prior to expenditure): See Agenda Statement		

Reviews/Approvals/Recommendations

<input type="checkbox"/>	
Name(s)	
Name(s)	
<input type="checkbox"/>	Attorney
<input type="checkbox"/>	Insurance

ATTACHMENTS: 1. Resolution No. 03-22-1675 2. Proposed Rate and Fee Schedule

MAYOR PROCEDURE: Declare the Public Hearing open. The Mayor shall ask if there is any administrative report on the Public Hearing Item. Persons who signed up to talk on this item shall be called to the podium.

Once all persons have been heard, declare the Public Hearing closed and entertain a motion.

RECOMMENDATION MOTION:
Move to approve Resolution No. 03-22-1675.

SUMMARY STATEMENT:

Water rates were last increased on 7/1/2019. In an effort to marginally increase rates to cover financing of the water treatment plant, Borough administration is recommending the attached water rate schedule whereby all rates increase 21% effective 5/1/2022, 5% in FY24, 3% in FY25, 2% in FY26 and 2% in FY27.

- The water treatment plant loan has a 20-year term, with 1.5% interest on the total value of \$3.821M.
- The rate hike will increase operating profitability that pays off the loan without any implications on existing profit margins.
- After the next three years, the schedule increases the rates at 2% to counter inflation, something the Borough is trying to implement across all rate and fee schedules.
- In the event of any principal forgiveness or changes to the water treatment plant loan terms that are favorable to the Borough, the water fund will enjoy increased retained earnings that will allow the fund to save for other large projects coming down the line (i.e., dam maintenance/replacement, water main overhauls, reservoir bypass completion, etc.)

CITY AND BOROUGH OF WRANGELL, ALASKA

RESOLUTION No. 03-22-1675

A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA CREATING THE FEE AND RATE SCHEDULE FOR THE WRANGELL WATER DEPARTMENT AND IMPLEMENTING A STRUCTURE FOR INCREASING FEES AND RATES

WHEREAS, the rates and fees for Wrangell Water services are established by resolution with a Public Hearing and proper Public Notice before adoption; and

WHEREAS, the new rate and fee structure for the Water Department is created to reflect an increase from 2022 through 2026 for majority of the fees and rates in the schedule; and

WHEREAS, the margins collected from the increase will be used to cover the financing cost associated with the water treatment plant; and

WHEREAS, there is also an addition to the fee and rate schedule to formally adopt water rates for passenger vessels arriving at the port of Wrangell and another addition reinstating water rates for residential users.

NOW, THEREFORE, BE IT RESOLVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, THAT:

Section 1. The attached schedule of fees and rates shall govern the rate and fee schedule for the Wrangell Water Department.

Section 2. This resolution shall become effective upon approval.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY & BOROUGH OF WRANGELL, ALASKA THIS 22nd day of March, 2022.

CITY & BOROUGH OF WRANGELL

Stephen Prysunka, Borough Mayor

ATTEST: _____
Kim Lane, MMC, Borough Clerk

CBW Water Rate Schedule (Proposed to be effective 5/1/2022)

Metered Rates		7/1/2017	7/1/2018	7/1/2019	5/1/2022	7/1/2023	7/1/2024	7/1/2025	7/1/2026
Residential Metered	Monthly base charge first 4,000 gallons	\$ 28.63	\$ 29.77	\$ 30.96	\$ 37.46	\$ 39.33	\$ 40.51	\$ 41.33	\$ 42.15
	Charge additional 1,000 gallons	\$ 2.69	\$ 2.79	\$ 2.90	\$ 3.51	\$ 3.68	\$ 3.79	\$ 3.87	\$ 3.95
Commercial Metered	Monthly base charge first 4,000 gallons	\$ 28.63	\$ 29.77	\$ 30.96	\$ 37.46	\$ 39.33	\$ 40.51	\$ 41.33	\$ 42.15
	Charge per additional 1,000	\$ 2.69	\$ 2.79	\$ 2.90	\$ 3.51	\$ 3.68	\$ 3.79	\$ 3.87	\$ 3.95
Large Commercial Metered	Monthly base charge first 5,000 gallons	\$ 429.57	\$ 446.75	\$ 464.62	\$ 562.19	\$ 590.30	\$ 608.01	\$ 620.17	\$ 632.57
	Per additional 1,000	\$ 1.75	\$ 1.82	\$ 1.89	\$ 2.29	\$ 2.40	\$ 2.47	\$ 2.52	\$ 2.57
Unmetered Rates		7/1/2017	7/1/2018	7/1/2019	5/1/2022	7/1/2023	7/1/2024	7/1/2025	7/1/2026
Residential		\$ 43.60	\$ 45.34	\$ 47.15	\$ 57.05	\$ 59.90	\$ 61.70	\$ 62.94	\$ 64.19
Residential - Vacation Rate		Not Available			\$ 14.26	\$ 14.98	\$ 15.43	\$ 15.73	\$ 16.05
Bakeries		\$ 165.07	\$ 171.67	\$ 178.54	\$ 216.03	\$ 226.84	\$ 233.64	\$ 238.31	\$ 243.08
Bars		\$ 165.07	\$ 171.67	\$ 178.54	\$ 216.03	\$ 226.84	\$ 233.64	\$ 238.31	\$ 243.08
Barbershop – one chair		\$ 41.24	\$ 42.89	\$ 44.60	\$ 53.97	\$ 56.66	\$ 58.36	\$ 59.53	\$ 60.72
Barbershop – per each additional chair		\$ 33.02	\$ 34.34	\$ 35.71	\$ 43.21	\$ 45.37	\$ 46.73	\$ 47.67	\$ 48.62
Beauty Shop – one basin		\$ 41.24	\$ 42.89	\$ 44.60	\$ 53.97	\$ 56.66	\$ 58.36	\$ 59.53	\$ 60.72
Beauty Shop – per additional basin		\$ 33.02	\$ 34.34	\$ 35.71	\$ 43.21	\$ 45.37	\$ 46.73	\$ 47.67	\$ 48.62
Bed and Breakfast within Single-Family Residential – per rental unit		\$ 8.72	\$ 9.07	\$ 9.43	\$ 11.41	\$ 11.98	\$ 12.34	\$ 12.59	\$ 12.84
Churches		\$ 41.24	\$ 42.89	\$ 44.60	\$ 53.97	\$ 56.66	\$ 58.36	\$ 59.53	\$ 60.72
Cleaners and Cleaning Plant		\$ 82.35	\$ 85.64	\$ 89.07	\$ 107.77	\$ 113.16	\$ 116.56	\$ 118.89	\$ 121.27
Clubs, Lodges – w/o Bar or Restaurant Facilities		\$ 41.24	\$ 42.89	\$ 44.60	\$ 53.97	\$ 56.66	\$ 58.36	\$ 59.53	\$ 60.72
Clubs, Lodges – w/Bar or Restaurant Facilities		\$ 82.48	\$ 85.77	\$ 89.21	\$ 107.94	\$ 113.34	\$ 116.74	\$ 119.08	\$ 121.46
Cold Storage Plants		\$ 880.09	\$ 915.29	\$ 951.90	\$ 1,151.80	\$ 1,209.39	\$ 1,245.67	\$ 1,270.58	\$ 1,296.00
Convenience Stores		\$ 23.84	\$ 24.79	\$ 25.78	\$ 31.19	\$ 32.75	\$ 33.74	\$ 34.41	\$ 35.10
Vehicle and Marine Service Stations, Car Lots – w/o Wash Racks		\$ 82.35	\$ 85.64	\$ 89.07	\$ 107.77	\$ 113.16	\$ 116.56	\$ 118.89	\$ 121.27
Grocery Stores – w/o Meat Market		\$ 61.70	\$ 64.16	\$ 66.73	\$ 80.74	\$ 84.78	\$ 87.32	\$ 89.07	\$ 90.85
Grocery Stores – w/Meat Market		\$ 127.74	\$ 132.85	\$ 138.16	\$ 167.17	\$ 175.53	\$ 180.80	\$ 184.41	\$ 188.10
Hospital		\$ 328.02	\$ 341.14	\$ 354.79	\$ 429.30	\$ 450.76	\$ 464.28	\$ 473.57	\$ 483.04
Hydrants, Fire – each		\$ 26.15	\$ 27.20	\$ 28.28	\$ 34.22	\$ 35.93	\$ 37.01	\$ 37.75	\$ 38.50
Hotels and Motels – 10 Rooms or Less		\$ 123.78	\$ 128.73	\$ 133.88	\$ 161.99	\$ 170.09	\$ 175.20	\$ 178.70	\$ 182.28
Hotels and Motels – Over 10 Rooms, per additional room		\$ 9.18	\$ 9.55	\$ 9.93	\$ 12.02	\$ 12.62	\$ 12.99	\$ 13.25	\$ 13.52
Laundromats, Self Service – Under 30-lb. Capacity, per machine		\$ 50.38	\$ 52.39	\$ 54.49	\$ 65.93	\$ 69.23	\$ 71.31	\$ 72.73	\$ 74.19
Laundromats, Self Service – 30 lbs. or Over Capacity, per machine		\$ 87.89	\$ 91.41	\$ 95.06	\$ 115.02	\$ 120.77	\$ 124.40	\$ 126.88	\$ 129.42
Multifamily per unit (4 units and above)		\$ 33.41	\$ 34.74	\$ 36.13	\$ 43.72	\$ 45.90	\$ 47.28	\$ 48.23	\$ 49.19
Office Building – base rate first plumbed space		\$ 43.60	\$ 45.35	\$ 47.16	\$ 57.06	\$ 59.92	\$ 61.71	\$ 62.95	\$ 64.21
Office Building – each additional plumbed space		\$ 27.25	\$ 28.34	\$ 29.48	\$ 35.67	\$ 37.45	\$ 38.58	\$ 39.35	\$ 40.14
Offices w/Additional Laboratory and/or X-Ray Unit		\$ 87.20	\$ 90.69	\$ 94.32	\$ 114.13	\$ 119.83	\$ 123.43	\$ 125.90	\$ 128.42

Dental Offices w/o Laboratory and/or X-Ray Unit	\$ 43.60	\$ 45.35	\$ 47.16	\$ 57.06	\$ 59.92	\$ 61.71	\$ 62.95	\$ 64.21
Plane Floats	\$ 82.35	\$ 85.64	\$ 89.07	\$ 107.77	\$ 113.16	\$ 116.56	\$ 118.89	\$ 121.27
Public Showers – first two stalls	\$ 44.07	\$ 45.84	\$ 47.67	\$ 57.68	\$ 60.56	\$ 62.38	\$ 63.63	\$ 64.90
Public Showers – per additional stall	\$ 10.74	\$ 11.17	\$ 11.62	\$ 14.06	\$ 14.76	\$ 15.21	\$ 15.51	\$ 15.82
Ranger District	\$ 422.82	\$ 439.73	\$ 457.32	\$ 553.36	\$ 581.03	\$ 598.46	\$ 610.42	\$ 622.63
Restaurant, Lunch Counters, Etc. – Up to and Including 30 Seats	\$ 123.78	\$ 128.73	\$ 133.88	\$ 161.99	\$ 170.09	\$ 175.20	\$ 178.70	\$ 182.28
Restaurant, Lunch Counters, Etc. – Over 30 Seats	\$ 165.08	\$ 171.68	\$ 178.55	\$ 216.05	\$ 226.85	\$ 233.65	\$ 238.33	\$ 243.09
Fountain only	\$ 41.24	\$ 42.89	\$ 44.60	\$ 53.97	\$ 56.66	\$ 58.36	\$ 59.53	\$ 60.72
Schools, per classroom	\$ 27.25	\$ 28.34	\$ 29.48	\$ 35.67	\$ 37.45	\$ 38.58	\$ 39.35	\$ 40.14
Shops and Stores	\$ 41.24	\$ 42.89	\$ 44.60	\$ 53.97	\$ 56.66	\$ 58.36	\$ 59.53	\$ 60.72
Everything Else	\$ 43.60	\$ 45.35	\$ 47.16	\$ 57.06	\$ 59.92	\$ 61.71	\$ 62.95	\$ 64.21
Standby Fire Protection	\$ 26.15	\$ 27.20	\$ 28.28	\$ 34.22	\$ 35.93	\$ 37.01	\$ 37.75	\$ 38.50

Other Rates and Fees	7/1/2017	7/1/2018	7/1/2019	5/1/2022	7/1/2023	7/1/2024	7/1/2025	7/1/2026
New Water Service Deposit	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
Water Meter Deposit	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
Water Service Disconnect Fee	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
Water Service Reconnect Fee	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
Meter Accuracy One Inch and Smaller	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
Testing Rates Larger than One Inch	Rate determined by Public Works Director							
Service Connection 3/4 inch	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00
Charges (minimum 1 inch	\$ 450.00	\$ 450.00	\$ 450.00	\$ 450.00	\$ 450.00	\$ 450.00	\$ 450.00	\$ 450.00
charges per 2 inch	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00
connection) 3 inch	\$ 700.00	\$ 700.00	\$ 700.00	\$ 700.00	\$ 700.00	\$ 700.00	\$ 700.00	\$ 700.00

Subject to availability, fresh water may be supplied to vessels at the port of Wrangell at the following rate:

Vessel Length-Overall	Fee for each servicing
199 feet or less	\$ 60.00
200 to 299 feet	\$ 120.00
300 to 399 feet	\$ 180.00
400 to 499 feet	\$ 240.00
500 to 599 feet	\$ 360.00
600 to 699 feet	\$ 480.00
700 to 799 feet	\$ 600.00
800 to 899 feet	\$ 720.00
900 to 1,100 feet	\$ 840.00

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	March 22, 2022
	<u>Agenda Section</u>	11

ORDINANCE No. 1021 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING SECTIONS 15.08.060 AND 15.08.240 IN CHAPTER 15.08, SEWERS, AND ESTABLISHING A NEW PROCESS FOR FEES AND RATES BY REMOVING THE FEES AND RATES FROM THE WRANGELL MUNICIPAL CODE AND ADDING THEM TO A FEE AND RATE SCHEDULE

SUBMITTED BY:

Steve Miller, Port & Harbor Director &
Mason Villarma, Finance Director

FISCAL NOTE:

Expenditure Required: \$XXX Total		
FY 21: \$	FY 22: \$	FY23: \$
Amount Budgeted:		
	FY22 \$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 1021 2. Current code sections.

MAYOR PROCEDURE: Declare the Public Hearing open. The Mayor shall ask if there is any administrative report on the Public Hearing Item. Persons who signed up to talk on this item shall be called to the podium.

Once all persons have been heard, declare the Public Hearing closed and entertain a motion.

RECOMMENDATION MOTION:
Move to Approve Ordinance 1021.

SUMMARY STATEMENT:

This Ordinance removes the Sewer Fees and Rates from the Wrangell Municipal Code Section 15.08 and allows for a Resolution to be adopted for establishing the fee and rate schedule.

On this Agenda, there is a Resolution (03-22-1676) that establishes the fee and rate schedule and also establishes a structure for increasing the fees and rates in the Sewer department.

CITY AND BOROUGH OF WRANGELL, ALASKA
ORDINANCE NO. 1021

AN ORDINANCE OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING SECTIONS 15.08.060 AND 15.08.240 IN CHAPTER 15.08, SEWERS, AND ESTABLISHING A NEW PROCESS FOR FEES AND RATES BY REMOVING THE FEES AND RATES FROM THE WRANGELL MUNICIPAL CODE AND ADDING THEM TO A FEE AND RATE SCHEDULE

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 Sections 15.08.060, Service Connection Charge and Section 15.08.240, Schedule of Rates and Charges and establishing a new process for rates and fees in the Wrangell Municipal Code by establishing a Fee and Rate Schedule.

SEC. 2. Amendment. Sections 15.08.060, Service connection charge and 15.08.240, Schedule of rates and charges are hereby amended as follows:

15.08.060 Service connection charge.

Sewer connections to the borough sewer mains shall be installed only by the borough. [**The installation charge shall be \$250.00 for installing sewer line from the sewer main to the property line of the customer.**] The borough shall also bill, in addition to the installation charge, for labor and materials for the removal and replacement of concrete or asphalt, plus 10 percent to cover administrative and inspection costs.

The assembly shall, by resolution, establish fees and rates for Sewer. A Public Hearing shall be required on the resolution that establishes such fees and rates.

15.08.240 Schedule of rates and charges.

A. The monthly rate shall be the rate shown under Class A and Class B for users who are provided service by the municipal collection and treatment system.

The assembly shall, by resolution, establish fees and rates for Sewer. A Public Hearing shall be required on the resolution that establishes such fees and rates.

[Table 15.08.240 Class A and Class B

	Present Rate	5% 7/1/2011	5% 7/1/2012	5% 7/1/2013	5% 7/1/2014	5% 7/1/2015
Class A						
Residential						
Monthly Charge	\$ 31.92	\$ 33.52	\$ 35.19	\$ 36.95	\$ 38.80	\$ 40.74
Vacation Rates	–	9.50	9.50	9.50	9.50	9.50
Class B						
Commercial						
Bakeries	\$ 95.79	\$ 100.58	\$ 105.61	\$ 110.89	\$ 116.43	\$ 122.26
With Initial Prep Off Premises	47.89	50.28	52.80	55.44	58.21	61.12
Bars	95.79	100.58	105.61	110.89	116.43	122.26
Barbershop – two chairs	31.92	33.52	35.19	36.95	38.80	40.74
Barbershop – per each additional chair	15.96	16.76	17.60	18.48	19.40	20.37
Beauty Shop – two basin	31.92	33.52	35.19	36.95	38.80	40.74
Beauty Shop – per additional basin	15.96	16.76	17.60	18.48	19.40	20.37
Bed and Breakfast within Single-Family Residential – per rental unit	–	6.46	6.85	7.32	7.69	\$ 8.15
Canneries	31.92	33.52	35.19	36.95	38.80	40.74
Canneries – Shellfish	special	special	special	special	special	special
Canneries – Fish Processing	special	special	special	special	special	special
Canneries – Rinsing and Packaging Only	special	special	special	special	special	special

Canneries – Saltwater Process Only	special	special	special	special	special	special
Churches	31.92	33.52	35.19	36.95	38.80	40.74
Cleaners and Cleaning Plant	63.85	67.04	70.39	73.91	77.61	81.49
Clubs, Lodges – w/o Bar or Restaurant Facilities	31.92	33.52	35.19	36.95	38.80	40.74
Clubs, Lodges – w/ Bar or Restaurant Facilities	63.85	67.04	70.39	73.91	77.61	81.49
Cold Storage Plants	special	special	special	special	special	special
Convenience Stores	17.98	18.88	19.82	20.81	21.85	22.95
Docks	31.92	33.52	35.19	36.95	38.80	40.74
Garage, Service Station, Car Lots – w/o Wash Racks	31.92	33.52	35.19	36.95	38.80	40.74
Garage, Service Station, Car Lots – w/ Wash Racks	63.85	67.04	70.39	73.91	77.61	81.49
Grocery Stores – w/o meat market	31.92	33.52	35.19	36.95	38.80	40.74
Grocery Stores – w/ meat market	63.85	67.04	70.39	73.91	77.61	81.49
Hotels and Motels – First 10 rooms or less	95.79	100.58	105.61	110.89	116.43	122.26
Hotels and Motels – Over 10 Rooms, Per Room	6.36	6.68	7.01	7.36	7.73	8.12
Hospital – 2 ERUs + Per Bed Charge of 0.4 ERU per 24 Beds	370.44	388.96	408.41	428.83	450.27	472.79
Laundromats, Under 30-Pound Capacity	15.96	16.76	17.60	18.48	19.40	20.37
Laundromats, 30 Pound or Over Capacity	47.89	50.28	52.80	55.44	58.21	61.12
Multifamily per unit	31.92	33.52	35.19	36.95	38.80	40.74

Office Building – Per employee	3.17	3.33	3.49	3.67	3.85	4.05
Office Building – Each additional plumbed office	31.92	33.52	35.19	36.95	38.80	40.74
Office Building – Each additional unplumbed office	6.36	6.68	7.01	7.36	7.73	8.12
Offices – Medical	17.98	18.88	19.82	20.81	21.85	22.95
Offices – Medical – w/ laboratory and/or X-Ray Unit	63.85	67.04	70.39	73.91	77.61	81.49
Offices – Medical – w/o laboratory and/or X-Ray Unit	31.92	33.52	35.19	36.95	38.80	40.74
Public Showers – First two Stalls	31.92	33.52	35.19	36.95	38.80	40.74
Public Showers – Per additional stall	6.36	6.68	7.01	7.36	7.73	8.12
Ranger District	249.09	261.54	274.62	288.35	302.77	317.91
Restaurant, Lunch Counters, Etc. – Up to and including 30 seats	95.79	100.58	105.61	110.89	116.43	122.26
Restaurant, Lunch Counters, Etc. – each additional 20 seats or fraction thereof	31.92	33.52	35.19	36.95	38.80	40.74
Lunch Counters, Drive-Ins or Fast Food, of less than 30 seats	47.89	50.28	52.80	55.44	58.21	61.12
Industrial	special	special	special	special	special	special
Schools, per Classroom	13.71	14.40	15.12	15.87	16.66	17.50
Shops, Stores, Dry Goods, Gifts, Etc.	31.92	33.52	35.19	36.95	38.80	40.74
Swimming Pool, Public	255.48	268.25	281.67	295.75	310.54	326.06
Rooming Houses	31.92	33.52	35.19	36.95	38.80	40.74

Rooming Houses per bed 6.36 6.68 7.01 7.36 7.73 8.12

Note 1: The residential schedule is restricted to service used exclusively for general domestic purposes.

Note 2: Where central laundry facilities are furnished for the exclusive use of tenants in apartment buildings or trailer courts, no charge in addition to above will be made.]

SEC. 3. Severability. If any provision of this ordinance, or any application thereof to any person or circumstances is held invalid, the remainder of this ordinance and the application to all other persons or circumstances shall not be affected thereby.

SEC. 4. 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. However, until which time that a new fee schedule is duly adopted, the fees reflected in the former sections amended herein shall remain as an interim fee schedule.

PASSED IN FIRST READING: _____, 2022

PASSED IN SECOND READING: _____, 2022

Stephen Prysunka, Mayor

ATTEST: _____
Kim Lane, Borough Clerk

CBW Sewer Rate Schedule (Proposed to be effective 5/1/2022)

Class A Residential	7/1/2012	7/1/2013	7/1/2014	7/1/2015	5/1/2022	7/1/2023	7/1/2024	7/1/2025	7/1/2026
Monthly Charge	\$ 35.19	\$ 36.95	\$ 38.80	\$ 40.74	\$ 49.30	\$ 51.76	\$ 53.31	\$ 54.38	\$ 55.47
Class B Commercial	7/1/2012	7/1/2013	7/1/2014	7/1/2015	7/1/2022	7/1/2023	7/1/2024	7/1/2025	7/1/2026
Bakeries	\$ 105.61	\$ 110.89	\$ 116.43	\$ 122.26	\$147.93	\$155.33	\$159.99	\$163.19	\$166.45
With Initial Prep off Premises	\$ 52.80	\$ 55.44	\$ 58.21	\$ 61.12	\$ 73.96	\$ 77.65	\$ 79.98	\$ 81.58	\$ 83.21
Bars	\$ 105.61	\$ 110.89	\$ 116.43	\$ 122.26	\$147.93	\$155.33	\$159.99	\$163.19	\$166.45
Barbershop – two chairs	\$ 35.19	\$ 36.95	\$ 38.80	\$ 40.74	\$ 49.30	\$ 51.76	\$ 53.31	\$ 54.38	\$ 55.47
Barbershop – per each additional chair	\$ 17.60	\$ 18.48	\$ 19.40	\$ 20.37	\$ 24.65	\$ 25.88	\$ 26.66	\$ 27.19	\$ 27.73
Beauty Shop – two basin	\$ 35.19	\$ 36.95	\$ 38.80	\$ 40.74	\$ 49.30	\$ 51.76	\$ 53.31	\$ 54.38	\$ 55.47
Beauty Shop – per additional basin	\$ 17.60	\$ 18.48	\$ 19.40	\$ 20.37	\$ 24.65	\$ 25.88	\$ 26.66	\$ 27.19	\$ 27.73
Bed and Breakfast within Single Family Residential – per rental unit	\$ 6.85	\$ 7.32	\$ 7.69	\$ 8.15	\$ 9.86	\$ 10.35	\$ 10.67	\$ 10.88	\$ 11.10
Canneries	\$ 35.19	\$ 36.95	\$ 38.80	\$ 40.74	\$ 49.30	\$ 51.76	\$ 53.31	\$ 54.38	\$ 55.47
Canneries – Shellfish	special	special	special	special	special	special	special	special	special
Canneries – Fish	special	special	special	special	special	special	special	special	special
Canneries – Rinsing and Packaging Only	special	special	special	special	special	special	special	special	special
Canneries – Saltwater	special	special	special	special	special	special	special	special	special
Churches	\$ 35.19	\$ 36.95	\$ 38.80	\$ 40.74	\$ 49.30	\$ 51.76	\$ 53.31	\$ 54.38	\$ 55.47
Cleaners and Cleaning Plant	\$ 70.39	\$ 73.91	\$ 77.61	\$ 81.49	\$ 98.60	\$103.53	\$106.64	\$108.77	\$110.95
Clubs, Lodges – w/o Bar or Restaurant Facilities	\$ 35.19	\$ 36.95	\$ 38.80	\$ 40.74	\$ 49.30	\$ 51.76	\$ 53.31	\$ 54.38	\$ 55.47
Clubs, Lodges – w/ Bar or Restaurant Facilities	\$ 70.39	\$ 73.91	\$ 77.61	\$ 81.49	\$ 98.60	\$103.53	\$106.64	\$108.77	\$110.95
Cold Storage Plants	special	special	special	special	special	special	special	special	special
Convenience Stores	\$ 19.82	\$ 20.81	\$ 21.85	\$ 22.95	\$ 27.77	\$ 29.16	\$ 30.03	\$ 30.63	\$ 31.25
Docks	\$ 35.19	\$ 36.95	\$ 38.80	\$ 40.74	\$ 49.30	\$ 51.76	\$ 53.31	\$ 54.38	\$ 55.47
Garage, Service Station, Car Lots – w/o Wash Racks	\$ 35.19	\$ 36.95	\$ 38.80	\$ 40.74	\$ 49.30	\$ 51.76	\$ 53.31	\$ 54.38	\$ 55.47
Garage, Service Station, Car Lots – w/ Wash Racks	\$ 70.39	\$ 73.91	\$ 77.61	\$ 81.49	\$ 98.60	\$103.53	\$106.64	\$108.77	\$110.95
Grocery Stores – w/o meat market	\$ 35.19	\$ 36.95	\$ 38.80	\$ 40.74	\$ 49.30	\$ 51.76	\$ 53.31	\$ 54.38	\$ 55.47
Grocery Stores – w/ meat market	\$ 70.39	\$ 73.91	\$ 77.61	\$ 81.49	\$ 98.60	\$103.53	\$106.64	\$108.77	\$110.95
Hotels and Motels – First 10 rooms or	\$ 105.61	\$ 110.89	\$ 116.43	\$ 122.26	\$147.93	\$155.33	\$159.99	\$163.19	\$166.45
Hotels and Motels – Over 10 Rooms, Per Room	\$ 7.01	\$ 7.36	\$ 7.73	\$ 8.12	\$ 9.83	\$ 10.32	\$ 10.63	\$ 10.84	\$ 11.06
Hospital – 2 ERUs + Per Bed Charge of 0.4 ERU per 24 Beds	\$ 408.41	\$ 428.83	\$ 450.27	\$ 472.79	\$572.08	\$600.68	\$618.70	\$631.07	\$643.70
Laundromats, Under 30- Pound Capacity	\$ 17.60	\$ 18.48	\$ 19.40	\$ 20.37	\$ 24.65	\$ 25.88	\$ 26.66	\$ 27.19	\$ 27.73
Laundromats, 30 Pound or Over	\$ 52.80	\$ 55.44	\$ 58.21	\$ 61.12	\$ 73.96	\$ 77.65	\$ 79.98	\$ 81.58	\$ 83.21
Multifamily per unit	\$ 35.19	\$ 36.95	\$ 38.80	\$ 40.74	\$ 49.30	\$ 51.76	\$ 53.31	\$ 54.38	\$ 55.47
Office Building – Per employee	\$ 3.49	\$ 3.67	\$ 3.85	\$ 4.05	\$ 4.90	\$ 5.15	\$ 5.30	\$ 5.41	\$ 5.51
Office Building – Each additional plumbed office	\$ 35.19	\$ 36.95	\$ 38.80	\$ 40.74	\$ 49.30	\$ 51.76	\$ 53.31	\$ 54.38	\$ 55.47
Office Building – Each additional unplumbed office	\$ 7.01	\$ 7.36	\$ 7.73	\$ 8.12	\$ 9.83	\$ 10.32	\$ 10.63	\$ 10.84	\$ 11.06
Offices – Medical	\$ 19.82	\$ 20.81	\$ 21.85	\$ 22.95	\$ 27.77	\$ 29.16	\$ 30.03	\$ 30.63	\$ 31.25

Offices – Medical – w/ laboratory and/or X-Ray Unit	\$ 70.39	\$ 73.91	\$ 77.61	\$ 81.49	\$ 98.60	\$103.53	\$106.64	\$108.77	\$110.95
Offices – Medical – w/o laboratory and/or X-Ray Unit	\$ 35.19	\$ 36.95	\$ 38.80	\$ 40.74	\$ 49.30	\$ 51.76	\$ 53.31	\$ 54.38	\$ 55.47
Public Showers – First two Stalls	\$ 35.19	\$ 36.95	\$ 38.80	\$ 40.74	\$ 49.30	\$ 51.76	\$ 53.31	\$ 54.38	\$ 55.47
Public Showers – Per additional stall	\$ 7.01	\$ 7.36	\$ 7.73	\$ 8.12	\$ 9.83	\$ 10.32	\$ 10.63	\$ 10.84	\$ 11.06
Ranger District	\$ 274.62	\$ 288.35	\$ 302.77	\$ 317.91	\$384.67	\$403.90	\$416.02	\$424.34	\$432.83
Restaurant, Lunch Counters, Etc. – Up to and including 30 seats	\$ 105.61	\$ 110.89	\$ 116.43	\$ 122.26	\$147.93	\$155.33	\$159.99	\$163.19	\$166.45
Restaurant, Lunch Counters, Etc. – each additional 20 seats or fraction thereof	\$ 35.19	\$ 36.95	\$ 38.80	\$ 40.74	\$ 49.30	\$ 51.76	\$ 53.31	\$ 54.38	\$ 55.47
Lunch Counters, Drive-Ins or Fast Food, of less than 30 seats	\$ 52.80	\$ 55.44	\$ 58.21	\$ 61.12	\$ 73.96	\$ 77.65	\$ 79.98	\$ 81.58	\$ 83.21
Industrial Schools, per Classroom	special \$ 15.12	special \$ 15.87	special \$ 16.66	special \$ 17.50	special \$ 21.18	special \$ 22.23	special \$ 22.90	special \$ 23.36	special \$ 23.83
Shops, Stores, Dry Goods, Gifts, Etc.	\$ 35.19	\$ 36.95	\$ 38.80	\$ 40.74	\$ 49.30	\$ 51.76	\$ 53.31	\$ 54.38	\$ 55.47
Swimming Pool, Public	\$ 281.67	\$ 295.75	\$ 310.54	\$ 326.06	\$394.53	\$414.26	\$426.69	\$435.22	\$443.93
Rooming Houses	\$ 35.19	\$ 36.95	\$ 38.80	\$ 40.74	\$ 49.30	\$ 51.76	\$ 53.31	\$ 54.38	\$ 55.47
Rooming Houses per bed	\$ 7.01	\$ 7.36	\$ 7.73	\$ 8.12	\$ 9.83	\$ 10.32	\$ 10.63	\$ 10.84	\$ 11.06
Service Connection Charge (not including labor & materials)			Not Available		\$250.00	\$250.00	\$250.00	\$250.00	\$250.00
Vacation Rates	Vacation rates will be offered at 25% of the total amount per rate classification. To be eligible for vacation rates, a vacation rate form must be filed with the Utility Clerk at City Hall.								

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	March 22, 2022
	<u>Agenda Section</u>	11

RESOLUTION No. 03-22-1676 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, CREATING THE FEE AND RATE SCHEDULE FOR THE WRANGELL SEWER DEPARTMENT AND IMPLEMENTING A STRUCTURE FOR INCREASING FEES AND RATES

SUBMITTED BY:

Tom Wetor, Public Works Director
Mason Villarma, Finance Director

FISCAL NOTE:

Expenditure Required:		
FY 20: \$	FY 21:	FY22:
Amount Budgeted:		
FY22 \$0		
Account Number(s):		
Account Name(s):		
Unencumbered Balance(s) (prior to expenditure): See Agenda Statement		

Reviews/Approvals/Recommendations

<input type="checkbox"/>	
Name(s)	
Name(s)	
<input type="checkbox"/>	Attorney
<input type="checkbox"/>	Insurance

ATTACHMENTS: 1. Resolution No. 03-22-1676 2. Proposed Fee and Rate Schedule

MAYOR PROCEDURE: Declare the Public Hearing open. The Mayor shall ask if there is any administrative report on the Public Hearing Item. Persons who signed up to talk on this item shall be called to the podium.

Once all persons have been heard, declare the Public Hearing closed and entertain a motion.

RECOMMENDATION MOTION:
Move to approve Resolution No. 03-22-1676.

SUMMARY STATEMENT:

There are a number of considerable changes coming to wastewater treatment in Alaska. EPA and DEC are very likely to require disinfection. Secondary treatment also seems to be a realistic requirement as well. Mirroring sewer rate increases with the water rate and fee increases will allow us start saving for these anticipated capital projects. Rate increases will be scheduled as follows: Effective 5/1/2022, 21% increase; FY24, 5% increase; FY25 3% increase, FY26 2% increase; and FY27, 2% increase.

Here are projects that may be mandated or pursued in the next 3-5 years:

Disinfection will require a building to be built over the effluent that houses UV disinfection. (Possibly ozone or chlorine gas but then you also have to have de-chlorination or destructors. Chlorine or Ozone would require additional safety measures. \$2 million.

Secondary treatment- this would require recirculation (pumping sewage from the polishing pond back into the aeration pond to get better removal.) Right now, we have 30% removal, secondary treatment would require us to have 80% removal. This may also require an additional settling pond prior to the influent. With the lack of space at the WWTP this would require some form of pumping. An engineer would need to be consulted on what would all need to be included. \$2million.

Sludge removal- we have never dewatered our ponds and removed the sludge despite that being a condition of our permit. We may be mandated to do this soon. \$100,000
Smoke testing- we have an Inflow and Infiltration issues that need to be addressed. This impacts our testing and compliance specifically related to removal. Money needs to be available to fix issues when they are found. We are going to begin this in May between nodes 10-13 but need to be doing it throughout the collection system. \$100,000

Septage receiving station-We have limited capability in dewatering the vac truck. Currently we use an aluminum tank and drain cloth. This is a time consuming and labor-intensive process. Most other municipalities have a station where a truck can just back up, dump and go. Another challenge for us is shipping this waste as many other communities still operate a landfill for this waste. \$250,000 for a sloped concrete vault or standalone unit.

Mill or institute development- Nodes 10, 11 and 12 upgrade. Lift station installation at the mill to tie into Node 17. (This could bump us to a class 3 collection system which we currently do not have anyone certified in). \$2-4 million

Vac truck replacement- Our truck is 20 years old. We spend nearly the same amount in maintenance in a year as we did on the truck when we bought it. Additionally with a truck this old we are having difficulty finding the parts for replacement. About every 3-4 uses this truck breaks down. It is a necessary piece of equipment for clearing grease from sewer stations. It is a preferred

piece of equipment when dealing with broken mains or duckweed removal. Alternatives would increase labor costs significantly. \$550,000.

Cruise ship septage receiving- this could happen down the road and any community that services cruise ships may need the capability to offload their WW to process and treat. This would require significant upgrades to the collection system and O and M costs. It is unclear at this time if this would require an upgrade to the treatment plant itself. Cost would depend on scope of this project. Grinder stations- we continue to add more and more as more properties are developed along forced mains or in locations where there is not a lift station.

The collection system is ageing and many of the mains need to be replaced as they are at the end of their recommended lifespan.

All of these projects are in addition to normal operations and O and M costs of the existing system.

CITY AND BOROUGH OF WRANGELL, ALASKA

RESOLUTION No. 03-22-1676

A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA CREATING THE FEE AND RATE SCHEDULE FOR THE WRANGELL SEWER DEPARTMENT AND IMPLEMENTING A STRUCTURE FOR INCREASING FEES AND RATES

WHEREAS, the fees and rates for Wrangell Sewer services are established by resolution with a Public Hearing and proper Public Notice before adoption; and

WHEREAS, the new rate and fee structure for the Sewer Department is created to reflect an increase from 2022 through 2026 for all fees and rates in the schedule; and

WHEREAS, the increase in rates will allow for the sewer fund to increase profitability and generate material savings for numerous capital projects with in the next three to five years.

NOW, THEREFORE, BE IT RESOLVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, THAT:

Section 1. The attached schedule of fees and rates shall govern the rate and fee schedule for the Wrangell Sewer Department.

Section 2. This resolution shall become effective upon approval.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY & BOROUGH OF WRANGELL, ALASKA THIS 22nd day of March, 2022.

CITY & BOROUGH OF WRANGELL

Stephen Prysunka, Borough Mayor

ATTEST: _____
Kim Lane, MMC, Borough Clerk

CBW Sewer Rate Schedule (Proposed to be effective 5/1/2022)

	7/1/2012	7/1/2013	7/1/2014	7/1/2015	5/1/2022	7/1/2023	7/1/2024	7/1/2025	7/1/2026
Class A Residential									
Monthly Residential Charge	\$ 35.19	\$ 36.95	\$ 38.80	\$ 40.74	\$ 49.30	\$ 51.76	\$ 53.31	\$ 54.38	\$ 55.47
Vacation Rate		Not Available			\$ 12.32	\$ 12.94	\$ 13.33	\$ 13.59	\$ 13.87
Class B Commercial									
Bakeries	\$ 105.61	\$ 110.89	\$ 116.43	\$ 122.26	\$147.93	\$155.33	\$159.99	\$163.19	\$166.45
With Initial Prep off Premises	\$ 52.80	\$ 55.44	\$ 58.21	\$ 61.12	\$ 73.96	\$ 77.65	\$ 79.98	\$ 81.58	\$ 83.21
Bars	\$ 105.61	\$ 110.89	\$ 116.43	\$ 122.26	\$147.93	\$155.33	\$159.99	\$163.19	\$166.45
Barbershop – two chairs	\$ 35.19	\$ 36.95	\$ 38.80	\$ 40.74	\$ 49.30	\$ 51.76	\$ 53.31	\$ 54.38	\$ 55.47
Barbershop – per each additional chair	\$ 17.60	\$ 18.48	\$ 19.40	\$ 20.37	\$ 24.65	\$ 25.88	\$ 26.66	\$ 27.19	\$ 27.73
Beauty Shop – two basin	\$ 35.19	\$ 36.95	\$ 38.80	\$ 40.74	\$ 49.30	\$ 51.76	\$ 53.31	\$ 54.38	\$ 55.47
Beauty Shop – per additional basin	\$ 17.60	\$ 18.48	\$ 19.40	\$ 20.37	\$ 24.65	\$ 25.88	\$ 26.66	\$ 27.19	\$ 27.73
Bed and Breakfast within Single Family Residential – per rental unit	\$ 6.85	\$ 7.32	\$ 7.69	\$ 8.15	\$ 9.86	\$ 10.35	\$ 10.67	\$ 10.88	\$ 11.10
Canneries	\$ 35.19	\$ 36.95	\$ 38.80	\$ 40.74	\$ 49.30	\$ 51.76	\$ 53.31	\$ 54.38	\$ 55.47
Canneries – Shellfish	special	special	special	special	special	special	special	special	special
Canneries – Fish	special	special	special	special	special	special	special	special	special
Canneries – Rinsing and Packaging Only	special	special	special	special	special	special	special	special	special
Canneries – Saltwater	special	special	special	special	special	special	special	special	special
Churches	\$ 35.19	\$ 36.95	\$ 38.80	\$ 40.74	\$ 49.30	\$ 51.76	\$ 53.31	\$ 54.38	\$ 55.47
Cleaners and Cleaning Plant	\$ 70.39	\$ 73.91	\$ 77.61	\$ 81.49	\$ 98.60	\$103.53	\$106.64	\$108.77	\$110.95
Clubs, Lodges – w/o Bar or Restaurant Facilities	\$ 35.19	\$ 36.95	\$ 38.80	\$ 40.74	\$ 49.30	\$ 51.76	\$ 53.31	\$ 54.38	\$ 55.47
Clubs, Lodges – w/ Bar or Restaurant Facilities	\$ 70.39	\$ 73.91	\$ 77.61	\$ 81.49	\$ 98.60	\$103.53	\$106.64	\$108.77	\$110.95
Cold Storage Plants	special	special	special	special	special	special	special	special	special
Convenience Stores	\$ 19.82	\$ 20.81	\$ 21.85	\$ 22.95	\$ 27.77	\$ 29.16	\$ 30.03	\$ 30.63	\$ 31.25
Docks	\$ 35.19	\$ 36.95	\$ 38.80	\$ 40.74	\$ 49.30	\$ 51.76	\$ 53.31	\$ 54.38	\$ 55.47
Garage, Service Station, Car Lots – w/o Wash Racks	\$ 35.19	\$ 36.95	\$ 38.80	\$ 40.74	\$ 49.30	\$ 51.76	\$ 53.31	\$ 54.38	\$ 55.47
Garage, Service Station, Car Lots – w/ Wash Racks	\$ 70.39	\$ 73.91	\$ 77.61	\$ 81.49	\$ 98.60	\$103.53	\$106.64	\$108.77	\$110.95
Grocery Stores – w/o meat market	\$ 35.19	\$ 36.95	\$ 38.80	\$ 40.74	\$ 49.30	\$ 51.76	\$ 53.31	\$ 54.38	\$ 55.47
Grocery Stores – w/ meat market	\$ 70.39	\$ 73.91	\$ 77.61	\$ 81.49	\$ 98.60	\$103.53	\$106.64	\$108.77	\$110.95
Hotels and Motels – First 10 rooms or	\$ 105.61	\$ 110.89	\$ 116.43	\$ 122.26	\$147.93	\$155.33	\$159.99	\$163.19	\$166.45
Hotels and Motels – Over 10 Rooms, Per Room	\$ 7.01	\$ 7.36	\$ 7.73	\$ 8.12	\$ 9.83	\$ 10.32	\$ 10.63	\$ 10.84	\$ 11.06
Hospital – 2 ERUs + Per Bed Charge of 0.4 ERU per 24 Beds	\$ 408.41	\$ 428.83	\$ 450.27	\$ 472.79	\$572.08	\$600.68	\$618.70	\$631.07	\$643.70
Laundromats, Under 30- Pound Capacity	\$ 17.60	\$ 18.48	\$ 19.40	\$ 20.37	\$ 24.65	\$ 25.88	\$ 26.66	\$ 27.19	\$ 27.73
Laundromats, 30 Pound or Over	\$ 52.80	\$ 55.44	\$ 58.21	\$ 61.12	\$ 73.96	\$ 77.65	\$ 79.98	\$ 81.58	\$ 83.21
Multifamily per unit	\$ 35.19	\$ 36.95	\$ 38.80	\$ 40.74	\$ 49.30	\$ 51.76	\$ 53.31	\$ 54.38	\$ 55.47
Office Building – Per employee	\$ 3.49	\$ 3.67	\$ 3.85	\$ 4.05	\$ 4.90	\$ 5.15	\$ 5.30	\$ 5.41	\$ 5.51
Office Building – Each additional plumbed office	\$ 35.19	\$ 36.95	\$ 38.80	\$ 40.74	\$ 49.30	\$ 51.76	\$ 53.31	\$ 54.38	\$ 55.47
Office Building – Each additional unplumbed office	\$ 7.01	\$ 7.36	\$ 7.73	\$ 8.12	\$ 9.83	\$ 10.32	\$ 10.63	\$ 10.84	\$ 11.06
Offices – Medical	\$ 19.82	\$ 20.81	\$ 21.85	\$ 22.95	\$ 27.77	\$ 29.16	\$ 30.03	\$ 30.63	\$ 31.25

Offices – Medical – w/ laboratory and/or X-Ray Unit	\$ 70.39	\$ 73.91	\$ 77.61	\$ 81.49	\$ 98.60	\$103.53	\$106.64	\$108.77	\$110.95
Offices – Medical – w/o laboratory and/or X-Ray Unit	\$ 35.19	\$ 36.95	\$ 38.80	\$ 40.74	\$ 49.30	\$ 51.76	\$ 53.31	\$ 54.38	\$ 55.47
Public Showers – First two Stalls	\$ 35.19	\$ 36.95	\$ 38.80	\$ 40.74	\$ 49.30	\$ 51.76	\$ 53.31	\$ 54.38	\$ 55.47
Public Showers – Per additional stall	\$ 7.01	\$ 7.36	\$ 7.73	\$ 8.12	\$ 9.83	\$ 10.32	\$ 10.63	\$ 10.84	\$ 11.06
Ranger District	\$ 274.62	\$ 288.35	\$ 302.77	\$ 317.91	\$384.67	\$403.90	\$416.02	\$424.34	\$432.83
Restaurant, Lunch Counters, Etc. – Up to and including 30 seats	\$ 105.61	\$ 110.89	\$ 116.43	\$ 122.26	\$147.93	\$155.33	\$159.99	\$163.19	\$166.45
Restaurant, Lunch Counters, Etc. – each additional 20 seats or fraction thereof	\$ 35.19	\$ 36.95	\$ 38.80	\$ 40.74	\$ 49.30	\$ 51.76	\$ 53.31	\$ 54.38	\$ 55.47
Lunch Counters, Drive-Ins or Fast Food, of less than 30 seats	\$ 52.80	\$ 55.44	\$ 58.21	\$ 61.12	\$ 73.96	\$ 77.65	\$ 79.98	\$ 81.58	\$ 83.21
Industrial	special	special	special	special	special	special	special	special	special
Schools, per Classroom	\$ 15.12	\$ 15.87	\$ 16.66	\$ 17.50	\$ 21.18	\$ 22.23	\$ 22.90	\$ 23.36	\$ 23.83
Shops, Stores, Dry Goods, Gifts, Etc.	\$ 35.19	\$ 36.95	\$ 38.80	\$ 40.74	\$ 49.30	\$ 51.76	\$ 53.31	\$ 54.38	\$ 55.47
Swimming Pool, Public	\$ 281.67	\$ 295.75	\$ 310.54	\$ 326.06	\$394.53	\$414.26	\$426.69	\$435.22	\$443.93
Rooming Houses	\$ 35.19	\$ 36.95	\$ 38.80	\$ 40.74	\$ 49.30	\$ 51.76	\$ 53.31	\$ 54.38	\$ 55.47
Rooming Houses per bed	\$ 7.01	\$ 7.36	\$ 7.73	\$ 8.12	\$ 9.83	\$ 10.32	\$ 10.63	\$ 10.84	\$ 11.06
Service Connection Charge (not including labor & materials)				Not Available	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00