



Tuesday, July 23, 2024  
6:00 PM

Location: Borough Assembly Chambers

## **1. CALL TO ORDER**

- a. PLEDGE OF ALLEGIANCE led by Assembly Member Robbins.
- b. ROLL CALL

## **2. CEREMONIAL MATTERS**

## **3. PERSONS TO BE HEARD**

- [a.](#) Emailed Correspondence from Joan Sargent – Annual Budget
- [b.](#) Emailed Correspondence from Nancy & Bruce McQueen - Old WMC

## **4. AMENDMENTS TO THE AGENDA**

## **5. CONFLICT OF INTEREST**

## **6. CONSENT AGENDA**

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

- [a.](#) Minutes from the June 25, 2024 Regular Assembly Meeting
- [b.](#) Minutes from the July 1, 2024 Special Assembly Meeting
- [c.](#) Minutes from the July 16, 2024 Special Assembly Meeting

## **7. BOROUGH MANAGER'S REPORT**

- a. Borough Manager's Report
- [b.](#) Capital Project's Report
- [c.](#) Port Director's Report
- [d.](#) Nolan Center Director's Report
- [e.](#) Library Director's Report

## **8. BOROUGH CLERK'S REPORT**

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

## **9. MAYOR AND ASSEMBLY BUSINESS**

## **10. MAYOR AND ASSEMBLY APPOINTMENTS**

## **11. PUBLIC HEARING**

- a. **ORDINANCE No. 1062** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE ZONING MAP TO EFFECT A CHANGE TO LOT A-2, TORGRAMSEN-GLASNER SUBDIVISION FROM SINGLE-FAMILY RESIDENTIAL TO LIGHT INDUSTRIAL
- b. **ORDINANCE No. 1058** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING AND REPEALING-REPLACING CERTAIN SECTIONS OF CHAPTER 2.24 – ABSENTEE VOTING TO ALLOW FOR EARLY VOTING AND ELECTRONIC VOTING, IN THE WRANGELL MUNICIPAL CODE
- c. **RESOLUTION No. 07-24-1873** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, APPROVING THE AMENDED FEE AND RATE SCHEDULE FOR THE HARBOR AND PORT FACILITIES DEPARTMENT AND PROVIDING FOR AN EFFECTIVE DATE

## 12. UNFINISHED BUSINESS

## 13. NEW BUSINESS

- a. Approval to Cancel the Existing Loal Contractor’s Policy and continue to follow the Wrangell Municipal Code, Chapter 5.10 Purchases and Sales
- b. Approval of Amendment 5 to the Professional Services Agreement with DOWL for the Water Treatment Plant Improvements Design in the amount of \$405,639
- c. Approval of Revised Water Shortage Management Plan
- d. Approval of Amendment 1 to USFS Chugach Lease Agreement (Lease No. 12010924L0518) for the purpose of replacing the termination clause such that both parties must mutually consent to termination
- e. **ORDINANCE No. 1059** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, REPEALING AND REPLACING SECTION 3.04.112, CONFLICT OF INTEREST IN ITS ENTIRETY, IN THE WRANGELL MUNICIPAL CODE
- f. **ORDINANCE No. 1060** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING SECTION 15.16.080 – UNIFORMITY OF GROUNDS AND MARKERS, IN THE WRANGELL MUNICIPAL CODE
- g. **ORDINANCE No. 1061** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, REPEALING ORDINANCE 1027 and REPLACING IT WITH ORDINANCE 1061 by AMENDING THE ZONING MAP TO EFFECT A CHANGE TO A PORTION OF TRACT Y, U.S.S. 2321, PARCEL NO. 03-006-305, FROM LIGHT INDUSTRIAL TO RURAL RESIDENTIAL 1
- h. **ORDINANCE No. 1063** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, SUBMITTING TO QUALIFIED VOTERS A PROPOSITION TO AMEND SECTION 2-3 OF THE HOME RULE CHARTER FOR THE CITY AND BOROUGH OF WRANGELL
- i. Approval to hold a Special Assembly meeting on July 29, 2024, for the purpose of an Executive Session to hold interviews for the Municipal Legal Services candidates
- j. Approval of City & Borough Tidelands Annual 2024 Five-Year Reassessments

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

## 15. EXECUTIVE SESSION

## 16. ADJOURNMENT

June 25, 2024

RE: Annual Budget

Dear Wrangell Borough Assembly Members,

Thank you so much for serving our community. We all realize the responsibilities of our city employees and you, as an assembly member, are daunting. To hear that the 1<sup>st</sup> quarter sales tax revenue was down \$175,000, as described in the Wrangell Sentinel, is concerning for most of us. Thus, I'd like to make a few comments related to the Wrangell Sentinel articles about the needs of our community and the development of the annual budget.

First, I would like to take issue with Assembly Member DeBoard statement that senior citizens don't pay sales tax. Myself and my fellow senior citizen friends were and still are completely perplexed by this statement! Are we missing out on a general benefit that might encourage senior citizens to reside in Wrangell? Yes, we do receive a decrease in the valuation of our property value prior the computation of the property tax. In light of the increase in costs of essential services, utilities and overall inflationary effects at the grocery store, this is a very important benefit for seniors in our community. Many live on a limited income and absorbing these increased costs has been difficult, if not impossible, for some.

I'd like to suggest that, as the assembly develops the budget, they start with a prioritized list of essential services required by the residents of Wrangell. Has this been done? Has it been publicized for public comment? If it has been done, I'm a bit shocked that the city is considering not having at least one police officer on duty with a second on call between the hours of 2:00 and 6:00 AM.

In addition, I'm surprised that the city is considering discontinuing the support for the essential services provided by KSTK. KSTK provides announcements for road closures, utility disruptions, emergency response and general city events. Some days the general community announcements include more business related to City of Wrangell than of the general public. Programming is frequently interrupted to provide critical City of Wrangell public service announcements. It is very important not to forget that those who lived beyond the slide were completely dependent on KSTK for updates in those first few days. Without power to run our computers and limited cell phone service, our old fashioned, battery operated radio was our only dependable source of information. How could the city assure financial assistance for this essential service regardless of KSTK's non-profit status? Perhaps the city could budget to pay KSTK the going rate for Public Service Announcements.

It was perplexing that some non-profit organizations and events were excluded from the budget and yet Bird Fest was given a line item. I suggest that the assembly eliminate the Bird Fest line item and add a line item for \$50,000 dedicated to non-profit organizations and events such as Bird Fest, Bear Fest, Chamber of Commerce, Senior Center, the Arts, etc as was done in previous years. The city should then solicit for and offer a selected time period for non-profits to submit plans and budgets for their proposed event. The budgeted amount could then be dispersed in a transparent, fair and equitable manner.

I was also surprised that new playgrounds seemed to be mixed in the discussion with critical essential services. In light of the added city maintenance responsibilities, Parks and Rec should at least maintain their current level of funding to continue to care for and operate the pool, the community center, our downtown restroom facilities and our current parks and play grounds. However, I do not feel that we need more publicly funded playgrounds. Yes, I do understand we currently have a privately funded effort

to improve the play ground at Schumacher Park. However, full utilization of every playground and recreation facility that we already have needs to be encouraged. We have a beautiful, minimally used playground at the grade school. We need more volunteers to offer children's programs, full utilization of the pool, community center, playgrounds and public parks and beaches. Sadly, the covered basketball court is extremely underutilized. It's a great place for volunteers to organize adult and children pick up and organized games of all sorts.

Thank you for your hard work on this budget over the past month. Hopefully, a few minor adjustments can be considered.

Thank you again,

Joan Sargent

Wrangell Borough Assembly,

We urge the Assembly to reject the counter offer for the sale of the old hospital. We felt like "the original agreement" that was supposed to be finalized last month was an overly generous offer on the part of the Borough, but the counter proposal goes from 'overly generous' into the category of 'not in the public interest'. We offer the following comments for consideration:

We understand that up for consideration is the Borough providing additional lots, valued at over \$300K, for no cost, if the demolition is completed. As far as we can tell the borough has never offered these lots for sale, so there is no reasonable understanding of the public demand for these lots. We are opposed to offering these lots to this developer (or any other developer for that matter) without providing an equal opportunity to the public to acquire these lots. While we understand that "the original agreement" included a commitment to sell those lots to the developer for fair market value, that is a portion of "the original agreement" that we have always disagreed with. This new proposal takes this to a new level of disagreement. In a community that constantly asserts that we have a housing crisis, we need to provide equal opportunity to any party interested in purchasing these lots AT, OR ABOVE, ASSESSED VALUE. Some have made the argument that the condo unit as proposed will help address the housing issue, but we would prefer to see those lots available to the general public to develop as they see fit.

We disagree with Kate Thomas' assessment as reported in the Sentinel that providing the additional lots free of charge provides some assurance that the Borough will not be stuck with clean up/demolition costs or liability. There is no way to guarantee that any developer can't 'walk away' at any point in the demolition process. Providing over \$300K of real estate free of charge likely makes this a much more attractive offer for the developer, but it still provides no guarantee that the demolition will be completed in a timely and satisfactory manner.

We disagree that we should consider that the potential developer is providing a 'service' to the Borough by performing the demolition. The developer is clearly not doing any of this as a public service, and we should not be persuaded that we somehow *owe him* special consideration for his public service. This is clearly a profit motivated proposal.

We believe that submitting a counter offer after an agreement had already been reached raises warning flags about the future of this transaction. We can offer at least two alternatives for why the developer has decided to try to amend an existing agreement (and there certainly could be more). The first is that he has revisited the cost of his proposal and has determined that he will not be able to complete it under the terms of "the original agreement": which brings the adequacy and accuracy of his original planning and proposal into question. The second is that he has confirmed the fact that the Borough is desperate to enter into any agreement that will rid us of the albatross that the old hospital has become: and he is taking advantage of a desperate government in order to maximize his profit. Neither of those scenarios suggest that we should want to be doing business with this developer at all, and the fact

he is attempting to renegotiate at this stage suggests he may try to amend the agreement again in the future if it suits his interest.

We believe that our community desperation is largely a matter of our own choosing, and can be avoided. The "new proposal" basically pays the developer over \$100K of public assets to turn an undetermined personal profit (\$317K of Borough owned land for no cost minus a purchase price of \$200K).

1. We could consider offering the existing hospital for no cost to anybody that can provide the shell of a reasonable plan to use the facility: either by making repairs to the existing facility, or by demolishing the existing facility. We have never advertised the facility for free (which would essentially save us \$100K over the "new proposal"). Until we have advertised that option we have no business entering into an agreement to essentially pay a private developer over \$100K to do what we might find somebody else will do for no cost to the Borough. We don't really like the idea of giving away public assets for free, but it is over \$100K better than the alternative that we are being presented with.

2. We have never heard the borough discuss the possibility of condemning the existing structure and calling it good. There are abandoned buildings across the country that are just waiting for mother nature to complete the destruction process. Turn off all utilities, cancel the insurance, and erect a twelve foot chain link fence around the existing structure to minimize risk of injury. I'm guessing the cost of the fence can be kept under \$100K, so this option will save us money in the next budget cycle, and give us the option of other plans that may come down the road. Do I want to drive by an abandoned building every time I go to the store? Not really, but neither do I want to drive by a 6 story condo unit (particularly one that is built on acres of land that a private developer essentially acquired for free).

It seems to us that the "new proposal" is an inappropriate use of public assets to benefit a private individual and it should be rejected.

Thank you for your consideration  
Bruce and Nancy McQueen  
P.O. Box 1726  
Wrangell .

## **Minutes of Regular Assembly Meeting Held on June 25, 2024**

Mayor Patricia Gilbert called the Regular Assembly meeting to order at 6:00 p.m., June 25, 2024, in the Borough Assembly Chambers. Assembly Member Powell led the pledge of allegiance.

**PRESENT** – GILBERT, POWELL, DEBORD, DALRYMPLE, ROBBINS (by phone), OTTESSEN (arrived at 6:50 p.m.), MORRISON

**ABSENT** –

Borough Manager Villarma and Clerk Lane were also present.

**CEREMONIAL MATTERS** – None.

### **PERSONS TO BE HEARD**

*EMAILED CORRESPONDENCE* from *Bruce and Nancy McQueen* (Boat Insurance) was included in the packet.

*EMAILED CORRESPONDENCE* from *Bruce and Nancy McQueen* (Mill Site) was included in the packet.

*Tony Guggenbickler, resident*, spoke in opposition of the Marine Vessel Insurance Ordinance.

*Cindy Sweat, KSTK General Manager* spoke on the contribution request and on the FEMA grant that was awarded to KSTK for upgrading and replacing essential equipment that is important to our early warning emergency alert system.

**AMENDMENTS TO THE AGENDA** – None.

**CONFLICT OF INTEREST** – None.

### **CONSENT AGENDA**

6a Minutes from the June 11, 2024, Regular Assembly Meeting

*M/S: Morrison/Powell to approve the Consent Agenda, as submitted. Motion approved by polled vote.*

### **BOROUGH MANAGER'S REPORT**

Manager Villarma provided his report.

Capital Facilities Director, Amber Al-Haddad's report was provided.

### **BOROUGH CLERK'S REPORT**

Clerk Lane's report was provided.

### **MAYOR AND ASSEMBLY BUSINESS**

DeBord clarified his prior comment that was mentioned in the submitted correspondence that his statement during a prior meeting was that when seniors or residents come to Wrangell for only the summer months, we lose out on the sales tax in the winter months when they are not here.

Powell requested that the previously adopted 3% increase to the annual reserved moorage fee, be brought back to the assembly to remove that additional increase; stated that with the poor fishing, it would be a good idea to add some relief for fishermen for this next year. There were no objections from the assembly to bring this back.

**MAYOR AND ASSEMBLY APPOINTMENTS** – None.

## **PUBLIC HEARING**

**11a RESOLUTION No. 06-24-1870** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, ADOPTING THE BUDGET FOR ALL FUNDS OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, FOR THE FISCAL YEAR 2024-2025

Gilbert called the Public Hearing to order and stated that because of the large number of people that had signed up under persons to be heard, she would allow responses to questions or comments.

*Joan Sargent, resident* read a letter submitted to the assembly that focused on the budget.

Villarma stated that the budget would be amended tonight for the contributions for KSTK, Senior Center, and the Chamber of Commerce.

*Donald Roher, resident* spoke in opposition to cutting the police department or first responders.

*Terri Courson, resident*, spoke in opposition to adding administrative positions and cutting the police officers.

*Bruce Smith Jr., Police Lieutenant*, gave an extensive statement regarding the proposal in the budget to cut his position and another police officer.

*DJ McConachie, resident*, spoke in opposition to cutting police officers.

*Aleisha Seward, State Trooper*, spoke in opposition to cutting the police department; stated that to cut the police department that essentially is her backup; expressed the importance of support throughout the law enforcement agencies.

*James Nelson, US Forest Service Police officer*, spoke in opposition to cutting police officers and like State Trooper Seward, expressed the importance of support throughout the law enforcement agencies.

*John Stewart, resident*, stated that the police department is the last place the city should cut.

*Josh Fish, resident*, spoke in opposition to laying off two police officers.

*Toni Paul, resident*, spoke in opposition to cutting the police officers; stated that for 22 years, she has been a girlfriend or wife, and mother.

*Damon Roher, police officer*, spoke in opposition to cutting the police department; if there is a major event and something else happens, there may not be enough officers to respond if the department is cut.

*Heidi Milazzo, resident*, stated that as a former police officer, working with only two officers on shift, it's extremely difficult; spoke in opposition to cutting the police department.

*Tommy Wells, Executive Director of Chamber of Commerce*, stated that he would like to see the assembly continue to support the Chamber.

*Chris Ellis, resident*, as a 35-year-old career magistrate stated that the community will suffer if the police department is cut.

After all the people had spoken, Gilbert closed the Public Hearing and asked for a motion.

***M/S: Powell/Ottesen to approve Resolution No. 06-24-1870.***

Villarma thanked the members who came to speak before the assembly; provided a brief narrative on critical infrastructure and working towards the high amount of deferred maintenance.

Gilbert stated that she believed that we could work with six officers but through attrition and not a layoff.

Dalrymple agreed because the key person (the new Chief) and the upcoming possible unionization, we should maybe set this aside.

Gilbert stated that there have been discussions on reductions in the past, before the talk of unionization.

Powell stated that this would not be effective until September and that if the Assembly needed to make an amendment to the budget, that could be done; has been on the assembly for over 8 years and he has always supported the police department.

Villarma gave an extensive overview of the proposed budget.

***By consensus the Assembly approved the following amendments to the Proposed FY 2025 Budget:***

- ***Amend the fire call contribution from \$7,500 to \$12,000; and***
- ***Add an asterisk under Community Contributions to add the wording as follows “in kind utilities will be provided to the Chamber of Commerce, Senior Center, and KSTK”; and***
- ***Add \$10,000 to the IT department in the library department budget.***

***M/S: Morrison/Powell to amend Resolution No. 06-24-1870, Section 1 for the General Fund from \$8,141,887 to \$9,273,614. Amendment was approved by polled vote.***

***Main motion, as amended, was approved unanimously by polled vote.***

**11b ORDINANCE No. 1057 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING SECTION 14.05.025, GENERAL MOORAGE CONDITIONS AND RESTRICTIONS, OF TITLE 14, HARBOR AND PORT FACILITIES, OF THE WRANGELL MUNICIPAL CODE, TO ADD A NEW SUBSECTION REQUIRING MARINE VESSEL INSURANCE OR ALTERNATIVELY TO REQUIRE USERS TO PAY A MOORAGE SURCHARGE**

Gilbert called the Public Hearing to order and asked for an administrative report.

Villarma stated that he and the harbormaster has talked in depth on this item; has listened to the public; proposed that this item be postponed indefinitely; would like to send the maneuverability section back to the Port Commission to work through the process for this and send it back to the Assembly for consideration.

Gilbert asked if there was anyone who wanted to speak on this item.

*Stephanie McGinn, Stick Built Homes*, stated that she was in support of postponing this item indefinitely.

*John Stewart, resident*, spoke in opposition to requiring boat insurance in the harbors.

*Chris Ellis, resident*, thanked the Assembly for slowing down; stated that having insurance on vessels is not a guarantee that the insurance company will pay.

*Pat Ellis, resident*, stated that currently, there was no designated place to dispose of boats; could put in a salvage yard at the 6-mile site to dispose of boats.

After testimony was given, Gilbert closed the Public Hearing and asked for a motion.

***M/S: Powell/Morrison to approve Ordinance No. 1057. Motion failed unanimously by polled vote.***

*Recessed at 8:35 p.m.*

*Reconvened at 8:40 p.m.*

**UNFINISHED BUSINESS – None.**

## **NEW BUSINESS**

**13a** Approval to hold a Special Assembly meeting on July 16, 2024, for the purpose of an holding an Executive Session to rate the Proposals that were received for Municipal Legal Services

***M/S: Powell/Morrison to approve holding a Special Assembly meeting on July 16, 2024, for the purpose of an Executive Session to rate the Proposals that were received for Municipal Legal Services. Motion approved by polled vote.***

**13b ORDINANCE No. 1058 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING AND REPEALING-REPLACING CERTAIN SECTIONS OF CHAPTER 2.24 – ABSENTEE VOTING TO ALLOW FOR EARLY VOTING AND ELECTRONIC VOTING, IN THE WRANGELL MUNICIPAL CODE**

***M/S: Morrison/Ottesen to approve first reading of Ordinance No 1058 and move to a second reading with a public hearing to be held on July 23, 2024. Motion approved by polled vote.***

**13c RESOLUTION No. RESOLUTION No. 06-24-1871 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE FY 2024 BUDGET BY TRANSFERRING \$247,625 FROM THE SECURE RURAL SCHOOLS FUND TO THE DEBT SERVICE FUND FOR SERVICING GENERAL OBLIGATION BOND DEBT**

***M/S: Morrison/Ottesen to approve Resolution No. 06-24-1871. Motion approved unanimously by polled vote.***

**13d** Approval of the amended Employee Handbook, as presented.

***M/S: Powell/Ottesen to approve the amended Employee Handbook, as presented. Motion approved unanimously by polled vote.***

**ATTORNEY’S FILE – Available for Assembly review in the Borough Clerk’s office**

## **EXECUTIVE SESSION**

Regular Assembly Meeting adjourned at 8:54 p.m.

\_\_\_\_\_  
Patricia Gilbert, Borough Mayor

ATTEST: \_\_\_\_\_  
Kim Lane, MMC, Borough Clerk

**Minutes of Special Assembly Meeting  
Held on July 01, 2024**

Mayor Patricia Gilbert called the Special Assembly meeting to order at 5:30 p.m., July 1, 2024, in the Borough Assembly Chambers.

**PRESENT** – GILBERT, POWELL, DALRYMPLE (by phone), ROBBINS, OTTESEN

**ABSENT** – MORRISON, DEBORD

Borough Manager Villarma and Clerk Lane were also present.

**PERSONS TO BE HEARD** – None.

**AMENDMENTS TO THE AGENDA**

Villarma requested that item 5a (Public Hearing item) be pulled from the Agenda. There were no objections from the Assembly.

**CONFLICT OF INTEREST** – None.

**PUBLIC HEARING**

**5a** *(this item was pulled from the Agenda)* **RESOLUTION No. 07-24-1872** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, REPEALING AND REPLACING RESOLUTION NO 04-24-1853 TO PROVIDE FOR THE AMENDED TERMS FOR THE CONVEYANCE OF BOROUGH-OWNED REAL PROPERTY WITHIN WRANGELL TOWNSITE (LOTS 2, 3, 4, 5, 8, AND 9) OF SUBDIVISION PLAT BLOCK 54, ACCORDING TO PLAT NO. 68-81, ZONED OPEN SPACE, TO WRANGELL HERITAGE HOUSE DEVELOPMENT, LLC., AND TO APPROVE THE FIRST AMENDMENT TO REAL ESTATE PURCHASE AND SALE AGREEMENT REGARDING THE CONVEYANCE

**NEW BUSINESS**

**6a** **RESOLUTION No. 07-24-1874** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE FY2025 BUDGET IN THE INDUSTRIAL CONSTRUCTION FUND FOR THE 5TH AND 6TH AVENUE ROAD CONSTRUCTION PROJECT

***M/S: Ottesen/Powell to approve Resolution No. 07-24-1874. Motion approved by polled vote.***

**6b** Approval of a contract award to Ketchikan Ready Mix & Quarry, Inc. in the amount of \$233,000 for the 5<sup>th</sup> and 6<sup>th</sup> Avenues Road Construction Project

***M/S: Ottesen/Robbins to approve a contract award to Ketchikan Ready Mix & Quarry, Inc. in the amount of \$233,000 for the 5th and 6th Avenues Road Construction Project. Motion approved by polled vote.***

**6c** Approval of a contract award to BW Enterprises, LLC in the amount of \$340,252 for the Solid Waste Transfer Station Loading Dock Project

***M/S: Ottesen/Powell to approve an award to BW Enterprises, LLC in the amount of \$340,252 for the Solid Waste Transfer Station Loading Dock Project. Motion approved by polled vote.***

Special Assembly meeting adjourned at 5:35 p.m.

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Patricia Gilbert, Borough Mayor

ATTEST: \_\_\_\_\_  
Kim Lane, MMC, Borough Clerk

**Minutes of Special Assembly Meeting  
Held on July 16, 2024**

Mayor Patricia Gilbert called the Special Assembly meeting to order at 5:30 p.m., July 16, 2024, in the Borough Assembly Chambers.

**PRESENT** – GILBERT, POWELL, MORRISON, DEBORD, ROBBINS, OTTESEN

**ABSENT** – DALRYMPLE, OTTESEN

Borough Manager Villarma and Clerk Lane were also present.

**PERSONS TO BE HEARD** – None.

**AMENDMENTS TO THE AGENDA** – None.

**CONFLICT OF INTEREST** – None.

**EXECUTIVE SESSION**

**5a** Evaluating the Municipal Attorney Submittals

*M/S: Robbins/Morrison moved, pursuant to 44.62.310 (c) (2), that we recess into executive session to discuss matters that may tend to prejudice the reputation and character of any person, specifically to evaluate the proposals received for the Borough's Municipal Attorney services. Motion approved by polled vote.*

The Borough Clerk and Manager were both invited into the session.

Entered into Executive Session at 5:31 p.m.

Reconvened back into Executive Session at 6:23 p.m.

Gilbert stated that two of the firms were selected to interview; those interviews would take place at a Special Assembly meeting on Monday, July 29<sup>th</sup> and/or Tuesday, July 30<sup>th</sup>, 2024.

Special Assembly meeting adjourned at 6:25 p.m.

\_\_\_\_\_  
Patricia Gilbert, Borough Mayor

ATTEST: \_\_\_\_\_  
Kim Lane, MMC, Borough Clerk

# CITY & BOROUGH OF WRANGELL

## [INSERT DEPARTMENT] REPORT

### [INSERT ASSEMBLY MEETING DATE]



#### MEMORANDUM

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

**CC:** MASON VILLARMA, BOROUGH MANAGER

**FROM:** AMBER AL-HADDAD, CAPITAL PROJECTS DIRECTOR

**SUBJECT:** MONTHLY CAPITAL PROJECTS DEPARTMENT REPORT

**DATE:** July 18, 2024

## CAPITAL PROJECTS

The Capital Facilities Department provides for the planning and management of CIP capital projects and major maintenance to City and Borough of Wrangell infrastructure. The department currently has twenty (26) active projects with a value of approximately \$34,500,000 in a variety of stages including funding seeking, planning, design, and construction. Capital projects for which State or Federal funding applications have been made are additional, and the Borough's projects for which funding requests are pending are listed at the end of this report. Highlights of projects which have received funding are provided below.

### Projects in Construction/Implementation Phase

**Port and Harbor Security System.** The contractor obtained Substantial Completion on April 12, 2024. A change order was issued to procure one spare camera of each type installed in the project. All closeout requirements have been satisfied for close out with the contractor pending change order work.

**Swimming Pool Siding Replacement.** The phenolic panels have been installed and the contractor has finished the associated follow-on siding and trim, as well as the Swimming Pool and Wrangell High School letters that have been rehabilitated. The work is complete and we will work with contractor to close out the project, reconcile costs and make final payment.



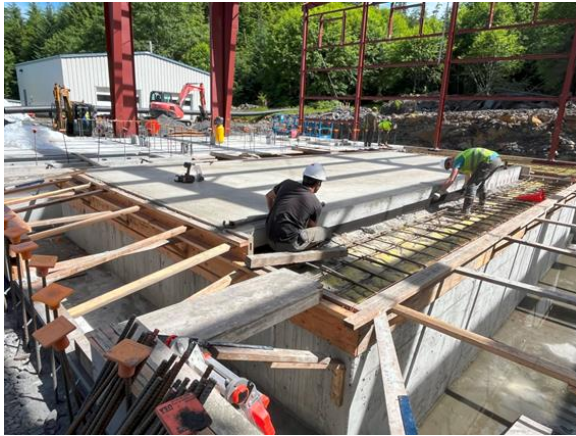
**UST (Underground Fuel/Storage Tank) Decommissioning and Environmental Investigations.** The soil from the small amount of diesel contaminant discovered at the Public Safety Building has been disposed of and the environmental engineering is finalizing reports due to ADEC.

**Motorized Transportation System (Mt. Dewey Trail Extension).** Construction of the base course trail material has been complete to the end of the project, where it meets the existing Mt Dewey Trail at the top of the hillside. The contractor is working their way down the finish course material and installing necessary storm water devices as they go. The recent heavy rains have been instrumental at this juncture of the project to identify where additional storm water devices are needed. There are no construction issues to date.



**Water Treatment Plant Improvements.** Construction activities continue. The steel structure of the PEMB is fully erected with HVAC systems installed. Approximately 50% of the at-grade slabs have been cast, and the CMU walls are being formed. Considerable work has been done on placement of electrical conduits between the new treatment plant and the existing buildings. The Contractor is on schedule and budget and there are no major concerns at this time.





**Public Safety Building Rehabilitation - Preliminary Architectural Report (PAR) Development.** The Borough extends our gratitude to Senator Murkowski for prioritizing Wrangell's Public Safety Building Renovation project for a Direct Congressional Spending (CDS) allocation. We recently learned that the \$2,400,000 request is moving forward, and we are not likely to know of its success until late in 2024.

Administration will review the proposed scope of work of the building renovation project and make adjustments by reducing the scope to minimize the expected debt service needed to either supplement a CDS award (which also carries with it a 20% match requirement) and/or a loan for the full project cost.

**6-Mile Deep Port Site Environmental Assessment (EA) Phase I and II.** As part of the Borough's due diligence in purchasing the former pulp mill site at 6-mile, a Prospective Purchaser Agreement (PPA) was entered into with the State of Alaska DEC, through which we were able to limit our liability for environmental concerns since the site is known to have contamination from prior activities at the site. Through the PPA, we are to perform a Phase I and Phase II, as necessary, to establish a level of existing conditions before future activities occur.

The Phase I report is under review before advancing to the Phase II, which will require a work plan for site characterization to be developed and approved by DEC. This Phase II EA will be used as the EA required to determine NEPA in the 40-Acre Deep Water Port Development project, which is identified as a separate project with federal funding from the PIDP.

**Airport Runway Light Generator & Electrical Connectivity.** A contract was issued to Bunn Electric and they are in the product procurement phase. A preconstruction meeting will be scheduled with the contractor and DOT before beginning construction.

**5th and 6th Avenue Roads Development (Industrial Park Subdivision).** Three bids were received on June 25<sup>th</sup>, and a contract is under execution with Ketchikan Ready Mix. Once complete, a Notice to Proceed will be issued and a preconstruction meeting schedule before construction begins.

**Loading Dock - Solid Waste Transfer Station Upgrades.** Two bids were received on June 27<sup>th</sup>, and a contract is under execution with BW Enterprises. Once complete, a Notice to Proceed will be issued and a preconstruction meeting schedule before construction begins.

**City Park Pavilion Replacement (Wind Damaged Pavilion).** No bids were received for the construction of this project when first released in March 2024. With a grant extension request approval from the Department of Emergency Management, the project was re-released for construction bidding and bids are due July 31<sup>st</sup>.

**High School Elevator Modernization.** This project was released for construction bidding and bids are due August 7<sup>th</sup>.

**Meyers Chuck Harbor Replacement - Float Procurement.** The drawings and specifications for the procurement of the Meyers Chuck float system were released and bids are due on August 13<sup>th</sup>. The floats will be procured by the Borough, shipped to Wrangell, and decking installed by Harbor Department force account. And additive alternate to include the installation of the decking is included in the float procurement bid schedule. Administration will analysis bidders' proposals to install the decking in lieu of harbor department force account labor.

### **Projects Advancing to Competitive Construction Bidding Phase**

**Alder Top Village Subdivision Development, Ph II Roads and Utilities.** Staff completed design review and are returning comments to the engineering team for corrections / modifications and final contract development. Although project funding was approved under the FY25 capital budget, the Borough is awaiting an engineer's estimate for the final designed work. Given the time of year that the project is now expected to be released for construction bidding and implementation, we anticipate a Spring/Summer 2025 construction season.

**Nolan Center Standby Generator Upgrades.** Contract document preparation and package of the documents for construction bidding is underway.

**9MW to 12MW Power Generation Improvements.** A&E has finalized the design documents. Contract document preparation and package of the documents for construction bidding is underway.

**Above Ground Tank Install (Fuel/Storage Tank), Public Safety Building and High School.** Following the two tanks' decommissioning, the engineer from RESPEC has

finalized the design documents for the installation of the two above ground storage tanks (ASTs). We plan to repurpose a 1,300-gal tank that used to serve the former Armory building as the future PSB AST. The High School tank will need to be purchased as new. Staff require a review of the design before releasing for design completion and solicitation document development.

**Sunset Gardens Cemetery Expansion and Columbarium.** Design drawings and specifications were received and are under review. Funding to support moving the project forward to construction bidding was included in the proposed FY2025 capital budget.

### Projects in Planning and Design Phase

**Power Plant Building Rehab Design.** The 65% design was received in May, as scheduled, and staff are scheduled to meet with PND Engineers to review this next level design submittal next week.

**Meyers Chuck Harbor Replacement Design.** The drawings and specifications for the procurement of the Meyers Chuck float system was released with bids due August 13<sup>th</sup>. The harbor replacement construction phase design work is still underway and we expect to have the complete design by end of summer as floats are not expected to be complete with fabrication until late winter.

**Stikine Middle School Roof Replacement and High School Roof and Siding Replacement.** Borough and School staff have identified the priorities for a \$4.2M project, inclusive of A&E design and construction services, utilizing the \$3.5M GO Bond funds, along with the \$694,000 CDBG grant funds, specific to the Middle School Roof Replacement. With the State of Alaska final budget now approved, there is funding available to the Department of Education for major maintenance at a level that should see an award of funding to Wrangell for the \$10,500,000 project submitted. In speaking with the DEED CIP staff, we have learned that they are reviewing the funding and projects to receive award, and they expect to notify successful school districts by the end of August. As Wrangell receive a notice of award, an RFQ would be developed to seek professional services for the design of the project.

**40-Acre Deep Water Port Development.** \$421,000 has been awarded to Wrangell from the MARAD Port Infrastructure Development Program (PIDP) to go toward early planning and conceptual design of the 40-Acre Deep Water Port Development to meet our future marine transportation needs at the 6-mile, deep-water port site.

Two primary tasks are required to be completed before the grant agreement can be issued, and staff continue to work on those. One is the Title VI Civil Rights Assessment, and the other is the Environmental Assessment Phase II Work Plan, which requires

further planning and review by DEC and which will be used by the federal agency to complete the NEPA process. No construction (i.e., activities that disturb the land) can take place prior to NEPA completion or the Borough risks jeopardizing the entire Federal award.

**Wrangell Harbor Basin Float System Replacement.** The Borough received notice that the Department of Transportation, RAISE program, will award Wrangell \$25,000,000 for the Wrangell Harbor Basin Revitalization project. Kickoff meetings for awardees have begun and we were advised that the last year average time for recipients to complete pre-award requirements (before the grant agreement is signed and expenses can be incurred) was 386 days. This project is expected to require multiples year of pre award requirements, permitting and design before we reach the construction phase.

**Skeet Range Improvements, Phase II.** The Alaska Dept. of Fish & Game Hunter Safety program has notified us of the award of the \$230,364, with a 10% match requirement equal to \$25,596. The grant agreement is under review and will be brought forth to the Assembly for review and approval, along with a budget amendment to approve the match for inclusion in the FY25 capital budget for this project.

**Dam Safety and Stabilization Improvements.** The State of Alaska appropriated \$5,000,000 through a FY25 Designated Legislative Grant for improvements to Wrangell's dams, which include stabilization, to provide satisfactory seismic performance, with additional hydrology and hydraulics analysis to determine performance during design storm events, repairs to failed outlet pipe/valve works, repairs to spillways, and updating the Emergency Action Plan (EAP) with new inundation maps, as funding allows.

The State has requested pre award submittals from which they will develop the grant agreement. Once complete, the grant agreement will be brought forth to the Assembly for review and acceptance.

**Eastern Channel Emergency Access Route.** The State of Alaska appropriated \$200,000 through a FY25 Designated Legislative Grant toward planning efforts for an alternative emergency access route connecting residents on the south end of the island to the town of Wrangell. Although the Borough requested \$500,000, the \$200,000 is a significant level of funding which will allow us to perform preliminary assessments of the existing route conditions and feasibility analysis of the project.

The State has requested pre award submittals from which they will develop the grant agreement. Once complete, the grant agreement will be brought forth to the Assembly for review and acceptance.

## Projects with Pending Funding Requests

### Congressional Direct Spending (CDS) Request for FFY 2025

#### Requests through Senator Murkowski

- Wastewater Treatment Plant Effluent Disinfection Facility - \$10,000,000 request
- Public Safety Building Renovations - \$6,500,000 if full funding is available; or a floor of a funding level at \$2,000,000, which would provide a sizeable portion to complement other funding.
- Zimovia Highway Sewer System Upgrades - \$2,500,000 request
- East Channel Emergency Access Route - \$7,500,000 if full funding is available; or a floor of a funding level at \$2,500,000, which would provide a sizeable portion to complement other funding.

Three CDS requests that Senator Murkowski has helped move forward to the Transportation, Rural Development, and Interior appropriations subcommittees are:

Public Safety Building Rehabilitation	\$ 2,400,000
Emergency Access Road	\$ 2,500,000
Wastewater Treatment Plant Disinfection	\$10,000,000

**Mt. Dewey Trail Extension to Petroglyph Beach Park.** A \$618,320 funding request, as part of a "recreation economy for rural communities" funding bundle, was submitted through the Alaska Outdoor Alliance to Senator Murkowski's office for CDS appropriations consideration. The only projects approved for congressionally designated spending in the \$27 million package were related to the Alaska Long Trail. We will continue to engage in state wide efforts to bolster recreation initiatives toward outdoor/nature-based economic development.

Sincerely,  
Amber Al-Haddad  
Capital Facilities Director

# CITY & BOROUGH OF WRANGELL

## PORTS & HARBOR REPORT

07/15/2024



Item c.

### MEMORANDUM

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

**CC:** MASON VILLARMA, BOROUGH MANAGER

**FROM:** Steve Miller, Port Director

**SUBJECT:** MONTHLY PORT & HARBOR REPORT

**DATE:** 07/15/2024

### Harbor Maintenance

The Harbor team has successfully completed the renovation of the old Shoemaker Bay net float, a critical infrastructure component and installed it in middle of the downtown harbor. This will be the replacement to the old net float that was previously used. Over the course of several weeks, the team executed extensive repairs, including the replacement of key structural elements such as the main beams and decking. Additionally, they have installed a robust 6"X6" bull rail along both sides of the float, providing a secure mooring point for fishing vessels engaged in net maintenance. This long-overdue upgrade is poised to significantly improve operational efficiency and safety standards for the local fishermen in the community.







The Harbor Team has been efficiently managing the allocation of transient moorage space for yachts. Calleigh has been handling a significant workload, managing both scheduling and billing with a high level of competence. The team has been focused on ensuring that customer service remains a top priority during the busy summer months, maintaining operational effectiveness and customer satisfaction. Their efforts reflect the department's commitment to providing quality service in a bustling season.

### Marine Service center

In the Marine Service Center, activity is slowing down as the peak season comes to an end. However, there is still a demand for space with three or more boats hauling out a day. The center is now gearing up for a new purpose as a container yard to support Trident Seafoods' increased production. This new role will involve AML managing over 200 40-foot reefer vans strategically, storing and utilizing them at different stages - from being empty, to filled, and then fully loaded and connected to power. This infrastructure is crucial for keeping the salmon frozen and in optimal condition for shipment to markets worldwide.



## Port

July is a busy month for Wrangell Port, with a diverse range of cruise ships visiting. This influx of visitors will have a positive impact on the local economy, providing opportunities for local businesses and tourism-related activities. The largest ships of the season will be visiting Wrangell this month with the Queen Elizabeth and here 2080 passengers.

We will also be experiencing high volumes of barge traffic with influx of salmon processing. We will now be seeing the mainline AML barge on Thursdays to pack full vans of frozen fish out of Wrangell. This should translate into raw fish tax for our community.

Sincerely,

Steve Miller  
*Port Director*

# CITY & BOROUGH OF WRANGELL

## Nolan Center REPORT

July 23<sup>rd</sup> 2024



CITY & BOROUGH OF WRANGELL  
GATEWAY TO THE STIKINE

Item d.

- UNolan

### MEMORANDUM

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

**CC:** MASON VILLARMA, BOROUGH MANAGER

**FROM:** The Nolan Center

**SUBJECT:** MONTHLY Nolan Center REPORT

**DATE:** July 23<sup>rd</sup>, 2024

### June Events:

**Free Youth Movie Tuesdays-** We kicked off our summer movie series in collaboration with Parks and Rec and the Library to offer summertime activities for the youth of Wrangell. Every Tuesday from 1:30pm- 3:00 we play a movie on the big screen and have concessions available as allowed based on staff availability and cruise ship traffic.



FREE ADMISSION

CONCESSIONS  
WILL BE OPEN

RATED PG  
1 HR 42 MIN

## ENCANTO

The Nolan Center: Civic Center  
Tuesday, June 18th | 1:30-3pm



THE NOLAN CENTER PRESENTS:

## OVER THE HEDGE

WHAT: FREE KIDS MOVIE

WHEN: TU, JULY 2, 1:30-3PM

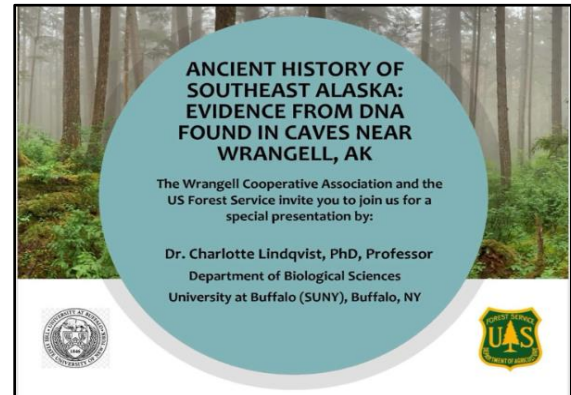
WHERE: CIVIC CENTER

RATED: PG | 1 HR 23 MIN

CONCESSIONS OPEN

**Dr. Charlotte Lindqvist Presentation-** The Nolan Center hosted a presentation on ancient bone and DNA findings from a cave near Wrangell. The presentation was well attended with over 100 people in the Audience. Her presentation was the first to be held on the large movie theater screen that had been modified this spring to provide

computer access for presenters. This is a big improvement for future meetings and presentations.



**Tlingit & Haida Youth Employment Services (YES Program)** The Nolan Center is participating in the Tlingit & Haida youth employment program this summer and currently have 2 full time students and one part time student working with us. This program allows youth the gain job experience in their hometown under the employment supervision of Tlingit and Haida. They have been a great addition to our team, and we appreciate their help!



**Meetings: WCA, SEARHC, SEAPA-** The Nolan Center hosted a community stakeholders meeting sponsored by the WCA's Domestic Violence Coordinator this June to bring awareness to the different trainings available to the community. The goal of this meeting was to inform the community on the different trainings and improve the individual experience of a victim of violence. The Nolan Center hosted a SEARHC training to educate employees on techniques to manage aggressive behavior in patients

and the workplace, SEAPA held their board meeting at the center at the end of the month.

**June Community Market & new Movies-** The June Community Market was a hit with the community and out of town visitors last month. This month we brought to town hit movie titles: The kingdom of the planet of the Apes & IF. The Lutheran church sponsored a free movie on the third Tuesday of the month The Incredibles. All the movies last month had strong turnouts within the community.

### Upcoming events:

July has already been a busy and productive month with fourth of July activities, new movies and BearFest starting on July 24<sup>th</sup>- July 26<sup>th</sup>

## The Nolan Center

JULY 2024

**Wed, July 3rd:** Talent Show | Civic Center | 6pm

**Thurs, July 4th:** CLOSED

**Fri, July 6th:** Tim Buess Retirement Party | Civic Center | 4PM

**Tues, July 9th:** *Inside Out* | FREE | Civic Center | 1:30-3PM

**Thurs, July 11th:** 2024 Salmon Derby Dinner | Civic Center | 6PM | Sponsored by: Wrangell Chamber of Commerce

**Fri, July 12th:** *Inside Out 2* | Civic Center | 7PM

**Sat, July 13th:** *Inside Out 2* | Civic Center | 7PM

**Sun, July 14th:** *Inside Out 2* | Civic Center | 4PM

**Tues, July 16th:** Kids Movie TBA | FREE | Civic Center | 1:30-3PM

**Tues, July 16th:** *Yankee Doodle Dandee* | FREE | Civic Center | 6PM | Sponsored by Island of Faith Lutheran Church

**Tues, July 23rd:** *Brother Bear* | FREE | Civic Center | 1:30-3PM

**Wed, July 24th:** **BearFest:** Art Workshop – Bear Ornaments | FREE | Nolan Center | 10AM  
 ‘Beary’ Pie Contest | FREE | Nolan Center | 12PM  
 Symposium – Jennifer Kardiak USFS | FREE | Nolan Center | 6PM

**Thurs, July 25th:** **BearFest:** Art Workshop – Bear Ornaments | FREE | Nolan Center | 10AM  
 Symposium – Kate Kendall USFS & Anne Braaten | FREE | Nolan Center | 6PM

**Sat, July 27th:** **BearFest:** Community Market | Civic Center | 10-1PM  
 Face Painting – Allison Koch | FREE (Donations accepted) | Nolan Center | 10:30-12PM  
 Kids Games | Nolan Center Lawn | 11AM  
 Cooking Demo – Chef Lauren Thompson | Nolan Center | 12PM  
 Jam Session / Music Workshop – Jackson Roltgen | Nolan Center | 2PM  
 Workshop: Human & Bear Conflict Prevention – Isabel Grant | Nolan Center | 2:30PM  
 Smoked Salmon Contest | Nolan Center Lobby | 3PM  
 Marathon Pasta Feed | Nolan Center | \*RUNNERS ONLY | 5PM  
 Symposium – John Hechtel | Nolan Center | 6:30PM

**Sun, July 26th:** **BearFest:** Race Registration | Nolan Center | 7-7:45AM  
 Marathon Starts | Start – Self-timed Early Start Full Only | 6AM  
 Regular Start – Half & Full | 8AM  
 Start – 5K, Walkers, Runners & Bikers | 8:30AM  
 Raffle Drawing | Nolan Center | Noon-ish  
 Symposium – Elizabeth Graham USFS

**Tues, July 30th:** Kids Movie TBA | FREE | Civic Center | 1:30-3PM

### M/V Chugach update

There have been no new updates from the USDA on the status of the Chugach project.

As always thank you to the mayor, and the Assembly for supporting the Nolan Center and allowing us to bring programming that enriches the lives of the community of Wrangell.

Jeanie Arnold,

Nolan Center Director

# CITY & BOROUGH OF WRANGELL

## LIBRARY REPORT

7/16/2024



### MEMORANDUM

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

**CC: MASON VILLARMA, BOROUGH MANAGER**

**FROM: SARAH SCAMBLER, LIBRARY DIRECTOR**

**SUBJECT: MONTHLY LIBRARY REPORT**

**MEETING DATE: 7/23/2024**

### SUMMER ACTIVITIES

Our new summer activities have been very successful. So far this summer, between our three weekly activities, we have seen a total attendance of almost 140 participants. STEM/Craft activities have included Father's Day crafts, rock painting, STEM activities with Balloons, cups, popsicle sticks, rubber bands and various other materials, and last week, kids explored our new Superspace Tiles. These awesome giant magnetic building tiles were purchased with funds donated by the Stikine Sportsmen Association. Thank you!



## YES PROGRAM

Since mid-June, we have had the pleasure of welcoming Paige Baggen, a Tlingit & Haida Youth Employment Services (YES) Program employee, to our library team. Paige has made significant contributions to our Summer Reading Program and new summer activities. This week, we are delighted to have Alexis Easterly join us as our second YES employee. Please take a moment to stop by and greet these bright young women as they explore careers in Library Science.



## SUMMER READING PROGRAM

This year the library has 162 participants registered for the Summer Reading Program. As of publishing, 2,192 books have been tested on, 10,342,183 words have been read, and 2,230 points have been earned, but kids are testing as we speak, so those numbers are constantly going up! 78 participants have already reached or exceeded the minimum required 10 points to complete the program. The last day to take a test is Saturday, August 3rd. All participants who complete the program will be invited to a pool/pizza party that will take place on Saturday, August 10th.



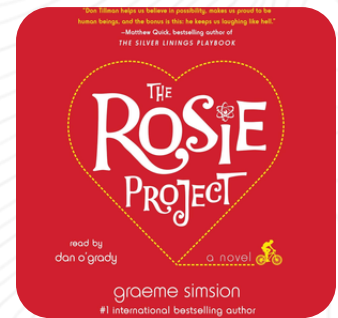
## AUTHOR VISIT



We had the honor of hosting local author Jennifer (Robinson) Weekley in the beginning of July. She read an excerpt from her book, *The Soundtrack of Life*, followed by a Q&A session and book signing. The event was very well attended. There was great advice and friendship going around. If you missed it, we have several copies of her book available for checkout. A big thank you to Jennifer for joining us!

## BOOK CLUB

Our June pick was *The Rosie Project* by Graeme Simsion. This is a romance novel and had mixed reviews by our book club members! This international bestselling romantic comedy “bursting with warmth, emotional depth, and... humor,” (Entertainment Weekly) features the oddly charming, socially challenged genetics professor, Don, as he seeks true love.



Our July pick was *The Last Bookshop in London* by Madeline Martin. This is a historical fiction and was loved unanimously by all book club members that attended the meeting. Inspired by the true World War II history of the few bookshops to survive the Blitz, *The Last Bookshop in London* is a timeless story of wartime loss, love, and the enduring power of literature.

As always, thank you to the Assembly for your continued support of the library!

Sincerely,

SARAH SCAMBLER  
LIBRARY  
DIRECTOR

# CITY & BOROUGH OF WRANGELL

## BOROUGH CLERK'S REPORT

June 25, 2024



Item a.

TO: BOROUGH ASSEMBLY MEMBERS AND MAYOR GILBERT  
FROM: KIM LANE, BOROUGH CLERK  
SUBJECT: JULY 23rd CLERK'S REPORT

### Upcoming Meetings & Other Informational dates:

#### Other City Boards/Commissions:

**August 8** – Planning & Zoning Commission mtg at 5:30pm in the Assembly Chambers

#### Community Events:

### Upcoming 2024 Work Sessions (scheduled), Public Hearings (scheduled), Regular Assembly Meetings, and Other Meetings (scheduled)

<i>DATE</i>	<i>TIME</i>	<i>PURPOSE</i>
<i>July 23 (no work session scheduled)</i>	<i>6pm</i>	<i>Regular Assembly Meeting</i>
<i>August 27 (no work session scheduled)</i>	<i>6pm</i>	<i>Regular Assembly Meeting</i>
<i>September 10 (no work session scheduled)</i>	<i>6pm</i>	<i>Regular Assembly Meeting</i>
<i>September 24 (no work session scheduled)</i>	<i>6pm</i>	<i>Regular Assembly Meeting</i>
<i>October 3 (Thursday)</i>	<i>5:30pm</i>	<i>SPECIAL Assembly Meeting to certify election</i>
<i>October 8 (no work session scheduled)</i>	<i>6pm</i>	<i>Regular Assembly Meeting</i>
<i>October 8 (no work session scheduled)</i>	<i>6pm</i>	<i>Regular Assembly Meeting</i>
<i>October 22 (no work session scheduled)</i>	<i>6pm</i>	<i>Regular Assembly Meeting</i>
<i>November 12 (no work session scheduled)</i>	<i>6pm</i>	<i>Regular Assembly Meeting</i>
<i>November 26 (will most likely cancel this meeting since it's two days before Thanksgiving (no work session scheduled)</i>	<i>6pm</i>	<i>Regular Assembly Meeting</i>

## How to .....

Plan for Cemetery Services. If you are wanting to ask questions or get information on cemetery services, please contact the borough clerk at 907-874-2381, email [clerk@wrangell.com](mailto:clerk@wrangell.com), or stop by City Hall.

Planning ahead means that when the time comes, your loved ones can place their focus elsewhere.

The process for reserving a niche or plot in the cemetery is easy. Once a space is selected, the clerk will place a reserved mark on the map and in the official cemetery book.

Pricing for cemetery services is listed in the combined fee and rate schedule. The current costs are as follows:

<b><u>CEMETERIES</u></b>		
Single Grave Plot		\$1,000
Opening/Closing Plot	Monday-Friday (9am-4pm)	\$900
Opening/Closing Plot	Weekend-Holiday-after hours	\$1,500
Burial-Cremated Remains to grave-plot	Monday-Friday (9am-4pm)	\$180
Burial-Cremated Remains to grave-plot	Weekend-Holiday-after hours	\$360
Headstone Installation		\$200
<b>Columbarium</b>		
Niche		\$550.00
Opening/Closing Niche	Monday-Friday (9am-4pm)	\$120.00
Opening/Closing Niche	Weekend-Holiday-after hours	\$330.00
Niche Plaque Installation	Monday-Friday (9am-4pm) only	\$120.00
Memorial Space		\$100.00
Memorial Plaque Installation	Monday-Friday (9am-4pm) only	\$35.00
Niche and Memorial Plaques are quoted by Clerk (estimated)		

As you know, the cemetery expansion project has been funded in the FY2025 budget. The plan is to get the bid for this project out soon so that the work can begin. For reserving space in the columbarium and the new plots (once in place and completed) is to allow a minimum of two plots or niches to be reserved, per household.

The reasoning behind this is that I have noticed that there are several plots reserved in the Sunset Gardens cemetery that were purchased and reserved under one person. Those plots may or may not be used in the future because either family members move away, some may choose to be cremated, some may marry or get remarried and will not want to be buried in the plot that was reserved for them. Additionally, what happens is that we start to run out of space and several of the plots are reserved and may or may not ever be used. I have reached out to the families that have more than two plots reserved to see if they would be interested in relinquishing their plot and some did in fact relinquish. Some, however, chose not to relinquish their plots.

Another consideration is cost. If someone purchased their plot for \$330.00 before the cost went up to \$1000, I must honor the \$330 they paid. The same consideration should be looked at with the columbarium. The for a niche space before the cost went up was \$235. The cost is now \$550 for a niche in the columbarium.

Attached is the most up-to-date cemetery information document. Also attached is the 2022 edition of the Wrangell Senior Resource Directory.

#### Local Election Information.....

### **The local election will be on Tuesday, October 1, 2024, this year.**

Here are the upcoming Elected Term Expirations:

#### **Borough Assembly:**

- Mayor Patricia Gilbert (2-year term)
- Assembly Member Jim DeBord (3-year term)
- Assembly Member Bob Dalrymple (3-year term)

#### **Port Commission:**

- Commissioner Chris Bunes (3-year term)
- Commissioner John Martin (3-year term)

#### **School Board:**

- Board Member Angela Allen (3-year term)
- Board Member Brittani Robbins (3-year term)

**Declaration for Candidacy will be from August 2nd, through August 30<sup>th</sup>, 2024. I will have the forms available in my office, for those wishing to declare their candidacy for an open seat, come October.**

#### Ordinance update.....

You will see that on this agenda is the first reading of Ordinance 1060. This ordinance will amend Section 15.16.080 – Uniformity of grounds or markers in our municipal code. This change addresses the concerns brought forward regarding flags that are placed at the gravesite for our veterans. This ordinance will allow flags to be placed at the gravesite from Memorial Day

through the Fourth of July, weather permitting. When the weather is not favorable, the flags can come out of the ground and be scattered all throughout the cemetery. There is a plan in the works to address this and to have a contact that can be contacted when this happens.

### Euthanasia.....

As I reported in my last Clerk's Report, incoming Police Chief, Gene Meek, he has graciously offered to take on the on the duty of euthanasia of domesticated animals that are in great distress, requiring euthanasia.

I have finally received information from the state that a license is required and will be issued once property training has been done. There are still some challenges for the training, however, once Chief Meek is onboard, I feel confident that it will happen.

## CITY &amp; BOROUGH OF WRANGELL

# Cemetery Information



P.O. Box 531  
Wrangell, AK 99929

Phone: 907-874-2381  
Fax: 907-874-3904  
E-mail:  
clerk@wrangell.com

There are two cemeteries owned and operated by the City.

The first one, which is the oldest cemetery of the two, is called the Wrangell Memorial Cemetery, which is located 1 mile south from downtown on Zimovia Highway. The second is called Sunset Gardens Cemetery, which is located 1.5 mile south from downtown on Zimovia Highway.

The City also owns and operates the "Columbarium", which is a structure of vaults that accommodate urns. Each niche or vault is **approximately 10.25"** wide - by 10.25" high - by 15 ½" deep, which may accommodate one or two urns.

The City also has a Memorial Plaque which is located on the side wall of the Columbarium.

Grave plot sizes are: 3.5' x 9' at the Sunset Gardens Cemetery and 5' x 10' at the Memorial Cemetery.

**Steps to take first when a loved one passes is attached, along with pricing, and other pertinent information.**

### Cemetery Services – Checklist and Pertinent Information

- Contact Ketchikan Mortuary at 907-225-4550, for information and arrangements pertaining to Cremation and Disposition, Transportation, and Urn and Headstone Purchase information.
- Contact Borough Clerk Kim Lane at City Hall, at 874-2381, for Purchase of Cemetery Grave plots; Niches; Memorial Plaques; Request for Burial Services for Opening and Closing of Burial Plots or Niches, at City Cemeteries; and installation of headstones. Notice shall be given no less than 48 hours. If notice is given less than 48 hours, the person in charge of requesting cemetery services will be charged extra labor fees or any overtime hours required, equal to hourly pay and benefit cost of employee required.

The Borough Clerk will help assist with the necessary procedures that are dealt with cemeteries. A customer can either pay in full or make partial payments, all payable to the City and Borough of Wrangell.

Once an order is placed and completed for the request to open and close grave plots or niches, the Public Works Department is then contacted to implement the necessary services, is given the date and time of the burial, and any other pertinent information needed.

Police escort service can be arranged upon request.

\*\*\*\*\*

The Uniformity of the City's cemeteries is highly desirable. In order for uniformity, planting of trees and shrubs are prohibited, along with erection of fences or other structures of any kind. The maximum size for the base of markers or headstones is 36 inches by 20 inches and 18 inches high. The maximum weight for markers or headstones is 250 pounds. Crosses cannot exceed three feet in height and width. Permanent markers or headstones shall be set on foundations constructed and installed to the specifications of the borough except those markers that have built-in foundations. No marker or headstone shall extend beyond the border of the grave, which is three and one-half feet by nine feet.

For safety reasons, no person other than the Public Works Staff may place headstones or grave markers.

Temporary decorations, markers or monuments may be placed upon or near graves on the day of burial, on Memorial Day, Fourth of July or Veteran's Day, and then will be removed within 7 days from the day of placement.

Please note that for full casket burials, if there are flowers or decorations left on the casket, they will be buried with the casket. If the intent is to have the flowers or decorations left on the grave plot after burial, please set those aside and do not place them on the casket.

Any owner of an unused grave plot may return the grave plot to the City & Borough of Wrangell, as long as they provide it in writing, to the Borough Clerk's Office. A refund will be initiated.



*Wrangell Artist Brenda Schwartz-Yeager*

# **WRANGELL SENIOR RESOURCE DIRECTORY**

**2022 Edition**



Hospice of Wrangell  
"Harriet's Helpers"  
PO Box 894  
Wrangell, Alaska 99929

Hospice booklets online at  
[www.hospiceofwrangellweebly.com](http://www.hospiceofwrangellweebly.com):

2022 Wrangell Senior Resource Directory  
Wrangell Final Arrangements and End of Life Information

We gratefully acknowledge the donation of our cover artwork from

*Brenda Schwartz-Yeager*

[www.marineartist.com](http://www.marineartist.com)

For any corrections or comments regarding this directory,  
please contact [hospiceofwrangell@gmail.com](mailto:hospiceofwrangell@gmail.com)

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## EMERGENCY and SAFETY

911 to reach      Ambulance  
                          Police  
                          Fire Department  
                          Search and Rescue

### 24-Hour CRISIS LINES

907 272-0100      AWAIC, Anchorage Women's Crisis Line

877 266-4357      Careline Alaska, Alaska Suicide Prevention

800 273-8255      National Suicide Prevention Line, also  
                          Lifeline Chat [suicidepreventionlifeline.org/chat/](https://suicidepreventionlifeline.org/chat/)

800 222-1222      Poison Control national line

877 294-0074      SEARHC Helpline

800 613-1560      SEARHC Nurse Advice Line

800 273-8255, ext 1      Veteran's Crisis Line

800 478-9474      Women in Safe Homes, Ketchikan

**Consider giving a spare house key or your lockbox code to the Wrangell Volunteer Fire Department (907 874-3223), particularly if you live alone and/or keep your doors locked. In an emergency, responders can get into your house to help you much more quickly. Keys are securely stored.**

## NIXLE ALERT SYSTEM

NIXLE alerts notify local residents via cell phone text and/or email for critical situations such as severe weather events or evacuation alerts, as well as community notices for road closures or scheduled power outages.

Register via [wrangell.com](http://wrangell.com), “Nixle Registration” or by texting 888777 and entering the zip code “99929”.

ADULT PROTECTIVE SERVICES  
[www.dhss.alaska.gov/dsds/pages.aps](http://www.dhss.alaska.gov/dsds/pages.aps).

800 478-9996  
 907 269-3666

Where the risk of harm is serious and imminent, contact Wrangell Police at 911. Otherwise, anyone with reason to suspect abuse or neglect of a vulnerable adult should report by phone call or by online reporting form to initiate an investigation. Reporters may remain anonymous and face no liability for good-faith reports.

Medical providers, home care workers, bank employees, and others are mandatory reporters, legally required to report within 24 hours any situations in which they suspect harm.

***ABANDONMENT*** is the desertion of a vulnerable adult by a caregiver.

***ABUSE*** is the intentional, knowing, or reckless non-accidental, non-therapeutic infliction of pain, injury, mental or emotional distress, or fear, including coercion and intimidation, and sexual assault.

***EXPLOITATION*** is the unjust or improper use of another person or another person’s resources for one’s own profit or advantage, with or without the person’s consent.

**NEGLECT** is the intentional knowing or reckless failure by a caregiver to provide essential care or services or access to essential care or services, including food, clothing, shelter, medical care, and supervision.

**SELF-NEGLECT** is the act or omission by a vulnerable adult that results, or could result, in the deprivation of essential services necessary to maintain minimal mental, emotional, or physical health and safety.

AWAIC CRISIS LINE

907 272-0100

The Abused Women's Aid in Crisis program in Anchorage operates a 24- hour statewide crisis line and support services for women.

CARELINE carelinealaska.com

877 266-4357

Alaska's Careline provides 24-hour crisis intervention for individuals considering suicide or experiencing crisis, isolation, or depression. Careline supports survivors of suicide by providing crisis intervention, education, and referral. This is operated by the Alaska Mental Health Trust Authority. Resource information is available on behavioral health issues.

COMFORT ONE PROGRAM

search online "alaska comfort one"

Some individuals who are very frail or terminally ill may not wish to have life-saving measures such as cardiopulmonary resuscitation (CPR) performed on them if their breathing and heartbeat stop. A frank discussion with your physician may lead to completion of a Comfort One document. This is shared with emergency responders and displayed in the home to restrict them from otherwise mandatory

resuscitation. In addition, a doctor may complete a POLST form (see below), considering your wishes.

## PHYSICIAN ORDERS FOR LIFE SUSTAINING TREATMENT

(POLST). search “Alaska POLST” online for information

Physicians complete this form only after a conversation with their patient or the patient’s representative. The POLST decision-making process is for patients who are at risk for a life-threatening clinical event because they have a serious life-limiting medical condition, which may include advanced frailty. POLST forms are not made available to emergency responders unless special efforts are made, so a Comfort One declaration (see above) is also advised for those at home.

## HANDICAPPED PARKING PERMIT

907 874-3304

[doa.alaska.gov/dmv/plates/type-disability.htm](http://doa.alaska.gov/dmv/plates/type-disability.htm)

To obtain a disability parking placard to allow parking in disabled parking areas, you must meet at least one of the following requirements, either short-term or permanently:

*Cannot walk 200 feet without stopping*

*Cannot walk safely without using a brace, cane, crutch, another person, prosthetic device, wheelchair, or other device.*

*Are restricted by lung disease and/or use portable oxygen*

*Have a cardiac condition classified by Class III or IV by standards of the American Heart Association*

*Are severely limited in your ability to walk due to an arthritic, neurological, or orthopedic condition.*

You must obtain state Form 861, (at the DMV office or by downloading from the state website above) have it filled out by a health care professional, and then return it to the DMV office upstairs in the Public Safety Building. There is no charge. You can also apply for disability license plates for your vehicle.

## MEDIC-ALERT PROGRAMS

*“I’ve fallen and I can’t get up!”* Technology has developed a variety of systems to support elders in the home. Some require ongoing payments while others are a one-time purchase. Hospice of Wrangell volunteers can help you find and evaluate options to see what system is best to meet your needs.

## POISON CONTROL

800 222-1222

Call this 24-hour state hotline for quick answers to your questions about poisons and mis-use of medications.

## SEARHC AFTER HOURS NURSE LINE:

800 613-0560

Call the After-Hours Nurse Advice Line to reach a Registered Nurse for answers to your health questions. Callers with life-threatening symptoms should call 911 or visit the nearest emergency room.

## SEARHC HELPLINE

877 294-0074

Are you feeling lost, sad, lonely, confused or need advice from a non-biased or judgment-free source? Do you need help with someone in your life for prevention or crisis resources?

This number is available 24 hours a day, seven days a week to residents of Southeast Alaska. The crisis call center is staffed with a team of master's degree level mental health therapists who will listen and provide effective, compassionate and confidential care.

WOMEN IN SAFE HOMES (WISH)

800 478-9474

wishak.org

24-hour domestic violence crisis help serving southern Southeast Alaska, including shelter services in Ketchikan; counseling, support groups, and legal assistance for those affected by domestic violence.

WRANGELL POLICE DEPARTMENT (Non-emergency) 907 874-3304

You can request a police officer to make a 'welfare check' on someone who may be at risk of harm, such as an older person who fails to answer their phone or a person wandering the streets. Notify police to report someone you feel may be driving unsafely.

## EDUCATION

Alaska State Library. [lam.alaska.gov/digitalliteracy/home](http://lam.alaska.gov/digitalliteracy/home)

A comprehensive collection of online tutorials on computer-related topics such as how to use Facebook, Twitter, and other social media; parts of a computer and how they work; tips on keyboard shortcuts; digital photography; how to buy a computer; and much more!

IRENE INGLE LIBRARY

907 874-3535

[www.wrangell.com/library/library-services](http://www.wrangell.com/library/library-services)

Wrangell's public library offers a variety of services: Public wireless (WiFi) / Public computers with internet access, word processing, and scanning capabilities / Access to the Alaska Digital Library, with thousands of ebooks and audiobooks available / Desktop and wireless printing Photocopier / KIC Knowledge Imaging Center / Microfilm-Microfiche reader/printer / Conference Room (Accommodates 10) / An extensive catalog of books with new releases being added regularly, in regular print and large print / Thousands of DVDs / Approx. 60 magazine and periodical titles / Hundreds of Music CDs.

Staff members can assist with use of library computers, can help you download ebooks onto your device, and can refer you to Talking Books programs.

[seniorresource.com](http://seniorresource.com)

Worth a look! An online 'e-cyclopedia' of senior options and information

[roadscholar.org](http://roadscholar.org)

Formerly called Elderhostel, this program offers thousands of travel and learning opportunities for people 55+ in more than 90 countries around the world, including grandparent-grandchild travel.

## FINANCIAL

SEARHC Patient Health Benefits

907 968-8662

Susan Briles

Susan assists SEARHC patients with enrollment, questions, and problems related to Medicare, particularly Medicare D prescription drug plans. No charge for this service, open to all.

Wrangell has no public assistance office, but trained fee agents assist with the submission of applications for State of Alaska public assistance benefits, free of charge. Call 907 874-5000 to start an application.

*Adult Public Assistance \* Child Care \* Chronic and Acute Medical Assistance (CAMA) \* Denali KidCare \* Family Nutrition \* Food Stamps \* General Relief Assistance \* Heating Assistance \* Medicaid \* Senior Benefits \* Temporary Assistance*

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ALASKA ADULT PUBLIC ASSISTANCE

907 874-5000

[dhss.alaska.gov](http://dhss.alaska.gov)

This state program furnishes cash assistance to needy aged, blind, and disabled persons. If a person 65+ has a low retirement income, they may qualify for a monthly check in addition to the Alaska Senior Benefits listed below. They may qualify for the state to pay their Medicare Part B premiums. Contact a fee agent who assists with the application process, or go to the website above to download an application. Adult Public Assistance recipients are also eligible for Medicaid.

ALASKA FOOD STAMPS / SNAP  
www.dhss.alaska.gov

907 874-5000

SNAP (Supplemental Nutrition Assistance Program) is federally funded but administered by the state of Alaska. Recipients receive credit on their Alaska QUEST card to purchase eligible food products from authorized stores. The amount a household receives each month depends on its countable income. Food Stamps are used to buy food products from authorized stores, using an Alaska Quest card.

ALASKA HEATING ASSISTANCE PROGRAM  
dhss.alaska.gov

907 874-5000

One payment per winter season goes to heating vendors for low-income homeowners or renters to defray some home heating costs.

### **FY 2022 Income Guidelines**

#people in the home	Monthly Gross Income
1	\$2,011
2	\$2,721
3	\$3,431
4	\$4,141
5	\$4,851
6	\$5,561

### **ALASKA MEDICAID**

There are varying levels of adult Medicaid eligibility and service to cover most medical and prescription costs.

I. Low-income seniors 65+ or disabled adults. Contact a fee agent at 874-5000 to start the application.

II. Alaska Long Term Care Medicaid People who meet the medical level of care for nursing home admission may qualify for Medicaid to

cover their long-term care costs once they have spent down available resources such as savings or extra property. Monthly income above the eligibility limit may be paid into a Qualifying Income Trust account to establish eligibility. An at-home spouse may retain a home, vehicle, some savings, and a significant monthly income.

Start an application through SAIL Program Coordinator Margaret Mimnaugh at 800 478-7245 or Wrangell Medical Center social worker Gloria Benson 907 874-7000.

ALASKA SENIOR BENEFITS PROGRAM 907 874-5000  
[www.seniorbenefits.alaska.gov](http://www.seniorbenefits.alaska.gov)

People 65+ with a low to moderate income may receive monthly payments of \$76 to \$250, the amount tied to Alaska Federal Poverty Guidelines for income only. Assets such as savings are not considered.

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ALASKA GENERAL RELIEF FOR ASSISTED LIVING CARE  
[dhss.alaska.gov](http://dhss.alaska.gov)

This program pays for short-term assisted living placement of a vulnerable adult. It requires an application by a social worker or care coordinator.

ALASKA MARINE HIGHWAY  
[ferryalaska.com](http://ferryalaska.com)

Discount fares are available for persons 65+ on sailings within Alaska.

Senior fares are automatically calculated when booking online; they may not offer the maximum available savings when compared to other special offers.

ELDERLY EMERGENCY ASSISTANCE PROGRAM      907 874-3482  
[cchita.org/services/elderly/hss/index.html](http://cchita.org/services/elderly/hss/index.html)      ext. 7131 or 7163

Grant funding through Tlingit & Haida Central council provides emergency financial assistance to tribal citizens 65 years of age and older who have urgent personal needs due to disastrous events such as fire, death, illness or an extenuating circumstance such as utility shut-off notices, emergency medical need, or burial expenses.

HUNTING AND FISHING SENIOR LICENSE      907 465-2376  
[adfg.alaska.gov/store/](http://adfg.alaska.gov/store/)

Alaska residents who are 60 years of age or older and meet the Department of Fish and Game's residency definition are eligible for a senior identification card in order to hunt, sport fish, or trap for free. Also, you are not required to purchase a king salmon stamp to fish for king salmon or an Alaska state conservation stamp to hunt waterfowl.

## LIFELINE PHONES

Lifeline is a government benefit program that enables qualified low-income seniors and disabled to free (may have to pay taxes and fees) cellphone service, one per household. Both GCI and Alaska Power

and Telephone (APT) offer Lifeline services. Call or go to their offices in downtown Wrangell to apply.

## LOCAL DISCOUNTS

Some Wrangell stores offer a senior discount on purchases. Some Wrangell stores start at age 60, others at 65. Just ask!

## MOTOR VEHICLE REGISTRATION, TAX EXEMPTION 907 874-3304 Division of Motor Vehicles

If you are an Alaskan resident 65+. you may register one noncommercial motor vehicle once every two years without paying the state registration fee and motor vehicle tax. The office is located upstairs in the Public Safety Building.

## SENIOR PROPERTY TAX EXEMPTION 907 874-2381

Apply at Wrangell City Hall. A citizen 65+ or qualified surviving spouse 60+ is allowed an exemption on annual payment of property taxes on the first \$150,000 assessed value of their primary residence.

## SOCIAL SECURITY

ssa.gov

National # 800-772-1213

Juneau office 907 586-7070

Susan Briles of SEARHC is available to help with concerns.

907 966-8662

TLINGIT & HAIDA SOCIAL SERVICES

907 874-3482

Administers financial support programs for qualified tribal applicants.

## HEALTH AND HOME CARE RESOURCES

SEARHC AFTER HOURS NURSE LINE:

800 613-0560

Call the After-Hours Nurse Advice Line to reach a Registered Nurse for answers to your health questions.

ALASKA 211

800 478-2221

alaska211.org or dial “211”

Call here for one-on-one help to find resources on a wide variety of health and human services available in Alaska. This United Way agency operates M-F, 8:30-5:30 closed 12-1.

ALASKA CENTER FOR THE BLIND AND VISUALLY IMPAIRED,

Rural Outreach Services

alaskabvi.org

902 248-7770

The Alaska Center for the Blind and Visually Impaired is the only vision rehabilitation and training center for blind and visually impaired people in Alaska. Staff reach out across the state to provide specialized training and low vision services in clients' own homes and

communities. They will provide up to \$100 worth of recommended devices such as magnifiers, sunglasses, etc. at no cost.

#### ALASKA DIABETES PREVENTION AND CONTROL PROGRAM [dhss.alaska.gov/dph/Chronic/Pages/Diabetes/default.aspx](http://dhss.alaska.gov/dph/Chronic/Pages/Diabetes/default.aspx)

This state program promotes diabetes self-management education and support services, plus links to diabetes resources.

#### ALASKA PIONEER HOMES 907 465-4416 [dhss.alaska.gov/daph](http://dhss.alaska.gov/daph)

Located in Anchorage, Fairbanks, Juneau, Ketchikan, Palmer, and Sitka, these facilities for Alaskans (65+ with minimum one year of in-state residency) offer five levels of care, from assisted living to nursing home care. Many current applicants experience Alzheimer's disease or related dementias. The monthly cost ranges depending on the level of care required. There is a long waiting list, so early application is advised.

#### ALASKA STATE SENIOR AND DISABILITIES SERVICES [dhss.alaska.gov/dsds/Pages/default.aspx](http://dhss.alaska.gov/dsds/Pages/default.aspx)

Website with links to many state programs and services for seniors and disabled.

#### ALZHEIMER'S DISEASE RESOURCE AGENCY 907 586-6044 [alzalaska.org](http://alzalaska.org) or 800-478-1080 (Juneau office)

Compassionate staff offers training, online resources, support groups, and grant programs for those with Alzheimer's Disease or related dementias and their care providers. Mimi-grants can help pay costs of equipment or support services such as respite care.

*ASSISTED LIVING The goal of an assisted living home is to provide residents with assistance with the activities of daily living, in a homelike environment. An assisted living home is not a medical or nursing facility. Homes are licensed and monitored by the state Department of Health and Social Services to ensure that they are clean, safe, and sanitary, with acceptable meals and activities.*

Costs of assisted living care are paid either privately by a resident or with state assistance. Wrangell has no home at this time. Petersburg has one state- licensed assisted living home:

MOUNTAIN VIEW MANOR ASSISTED LIVING 907 772-2445  
ci.petersburg.ak.us

This facility offers 8 retirement units and a 12-unit assisted living home in Petersburg, with 24-hour awake staff.

ASSISTIVE TECHNOLOGY OF ALASKA. 800 732-2852  
atlaak.org

ATLA is a non-profit organization, Alaska's only comprehensive assistive technology (AT) resource center. ATLA provides demonstrations, information, and loans of devices to help Alaskans make informed decisions and select the devices that best meet their needs. They work to provide accessible and cost-effective technology

solutions to promote independent living and success. The website shows many available devices.

## COMMUNITY FIRST CHOICE and MEDICAID CHOICE WAIVER

[diss.alaska.gov/dsds](http://diss.alaska.gov/dsds) or

907 470-9996

Mary Shilts

907 874-5000

These are state programs for those who qualify for Medicaid under Long Term Care financial limits and are assessed to meet the criteria for institutional care. Care coordinator Mary Shilts helps develop and carry out a person-centered support plan to keep clients in their own homes. Providing specialized home and community supports to people with high needs for care allows them to remain at home and avoid the high cost of institutional long term care. Once determined to meet medical and financial eligibility, a plan of care may include special equipment, home modifications, and care services. Ongoing care coordination is an important part of each plan.

## CONSUMER DIRECT

907 220-9461

[consumerdirectak.com](http://consumerdirectak.com)

Provides personal care attendant (PCA), chore, and respite care services to help a client with daily living activities such as bathing, toileting, dressing, transfers, and eating. PCAs can also help with some instrumental activities such as errands, light housework, and laundry. Most PCA services are provided through Medicaid payment, with a state nurse visiting the home to assess the need and determine hours. Some clients pay privately for their services. A PCA, hired by the client, may be a family member or other person who can pass a background check.

GENEVA WOODS PHARMACY  
 genevawoods.com

800 478-0005

Statewide business meeting a wide range of home healthcare needs including medications, medical equipment, specialty rehab, home infusion, respiratory and other services. They will set up blister packs of your medications by color and dosage time plus send weekly reminders of refills to help with medication compliance.

HOSPICE OF WRANGELL  
 www.hospiceofwrangellweebly.com

907 305-0007

I. HARRIET'S HELPERS A service of Hospice of Wrangell, local trained volunteers support seriously ill and terminally ill people and their loved ones with some practical, non-medical supports such as respite care, errands, and light chores.

II. LOAN CLOSET Hospice of Wrangell maintains a variety of durable medical equipment items available at no charge for temporary use by anyone in the community. Items include wheelchairs, commode and bath chairs, toilet seat raisers, walkers, crutches, hospital beds, and some speciality items. Call 907 874-7000 during business hours to be given contact information for a loan closet volunteer, or call or text 907 305-0007 or 907 305-0063 at any time.

III. DOVE TREE An annual ceremony held around December 1 offering comfort for those mourning lost loved ones during the holiday season. The Dove Tree, decorated with names of the deceased, remains up until the New Year in the Nolan Center lobby.

IV. PUBLICATIONS Periodically updated, the Wrangell Senior Resource Directory, and Wrangell Community Final Arrangements and End of Life Care booklets are free to the public.

KETCHIKAN ROESEL MORTUARY 907 225-4550  
roeselmortuary.com

This full-service mortuary serving southern Southeast Alaska includes a crematorium. Prices and services are listed on their website.

NORTHLAND AUDIOLOGY 907 789-6780  
northlandaudiology.com

An audiologist visits monthly from Juneau to diagnose and prescribe remedies for hearing loss. They accept Medicare, Medicaid, and most private insurances.

PRISM OPTICAL of ALASKA 800 478-5510  
prismoptical.com

An optometrist travels to Wrangell to provide Medicaid-approved eye exams and glasses.

REACH 907 586-8228  
reachak.org

A one-stop location for information, referrals, supports and services for children, adults, and families experiencing developmental delays or disabilities.

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## SEARHC is Southeast Alaska Regional Health Consortium

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### OUTPATIENT SERVICES

SEARHC Wrangell BEHAVIORAL HEALTH 907 874-5000

Counseling and psychiatric services are available to address mental health and substance abuse issues. Payment is by private insurance, Medicaid, private pay, and Medicare, with some sliding fee discounts.

SEARHC DENTAL CLINIC 907 874-5002

SEARHC maintains a full service dental practice located at the corner of Front and McKinnon Streets, downtown. They accept and bill Medicaid and third party insurance. There is a sliding fee scale in place for private pay coverage of many services. They are open 7 am to 6 pm Monday-Thursday.

SEARHC PHARMACY SERVICES 907 874-5005

The SEARCH pharmacy is located off the lobby of Wrangell Medical Clinic and is open Monday-Friday 8:30-1:00 and 2:00-5:30.

WRANGELL MEDICAL CENTER PRIMARY CARE 907 874-7000

The SEARHC Clinic is a federally-recognized Community Health Center, with physicians and nurse practitioners on staff. The clinic is open Monday-Friday . There is billing for Medicare, Medicaid, and third party insurances. Patients may apply for reduced charges on a sliding-fee scale by completing an application at the front desk.

## SEARHC WRANGELL MEDICAL CENTER AND LONG-TERM CARE

[searhc.org/location/wrangell-medical-center/](http://searhc.org/location/wrangell-medical-center/)

907 874-7000

EMERGENCY ROOM SERVICE 24 hours a day

### ACUTE CARE

Hospitalization and medical treatment for an illness or injury.

### SWING BED CARE

The Swing Bed program offers care to patients who require extra time to heal or become stronger before returning home. Up to 100 days covered by other payers, private insurance, and Medicaid for treatment of illness or rehabilitation of an injury.

### LONG TERM CARE

An award-winning nursing home experience for 14 residents with chronic physical or mental conditions who require medical, personal and social care on a recurring or continuing basis.

### REHABILITATION SERVICES

Physical, Occupational, and Speech Therapy services for patients and residents of WMC as well as outpatients.

### IMAGING SERVICES

On call 24 hours a day, providing x-rays, mammograms, ultrasounds, and CT scans.

### LABORATORY SERVICES

907 874-7000

On call 24 hours a day to carry out a wide-array of tests and services.

## HEALTH PROMOTION

907 874-5139

Tobacco Cessation to quit smoking

Wise Woman (ages 18-64) services reduced fee women's health care

## OTHER

Primary care clinic staff can help make arrangements to obtain durable medical equipment or oxygen from other sources when needed.

End of life care and pain management are provided at WMC when ordered by a medical provider.

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*AGING AND DISABILITY RESOURCE CENTERS (ADRC)*

*Alaska's ADRCs connect seniors, people with disabilities, and caregivers with long-term services and supports of their choice. The ADRC network serves Alaskans statewide, regardless of age or income level, through regional sites.*

*ADRCs are part of a federal effort to help people more easily access the long-term services and supports available in their communities. That might include transportation, assistive technology, or in-home*

*The two agencies listed below are both good starting places to learn about resources to meet needs for in-home care.*

Southeast Alaska's ADRC is SAIL, SE Alaska independent Living.

I. SOUTHEAST ALASKA INDEPENDENT LIVING      800 478-7245  
[sailinc.org](http://sailinc.org) 800-478-7245

SAIL is a designated Aging and Disability Resource Center (ADRD). With offices in several Southeast communities, this agency provides a

variety of free services and information for all ages and disabilities to help people to live more independently. Representatives provide information and referral and provision of ongoing support. They help access funds for environmental modifications to homes and services such as lifeline systems, specialized equipment, and are involved in the application process for Medicaid waivers. SAIL combines with the VA to provide financing for in-home support services to veterans through the VOICE Program. (see in 'Veterans' section)

## II. SENIOR INFORMATION & CAREGIVER RESOURCE CENTER

Toll-free 866 746-6177 or Juneau 907 463-6177

This program recognizes the value of family caregivers and the reality that they carry the bulk of the load for long term care in our country. Denise Darby provides Information, assistance, respite and chore funds, and some supplemental grants for unpaid caregivers of people 60+. The services provided are managed through the Southeast Senior Services office in Juneau.

## TRAUMATIC AND ACQUIRED BRAIN INJURY

[alaskabraininjury.net/](http://alaskabraininjury.net/) 907 274-2824

Advocacy, education, and support are provided to Alaskans 18+ diagnosed with traumatic or acquired brain injuries. Mini-grants up to \$2,500 per year pay for supplies or services not covered by other sources.

## WRANGELL HEALTH CENTER

907 772-4611

Located downtown in the Kadin Building on Front Street, a state-funded public health nurse visits town monthly from Petersburg. Fee

for service is adjusted on a sliding scale based on income. No one will be denied services due to inability to pay.

Services helpful to seniors:

- Immunizations (Immunization schedule)
- School Screenings
- Sexually Transmitted Infection (STI)/Human Immunodeficiency Virus (HIV) screening
- Infectious Disease Investigation
- Health Education
- Community Assessments
- Emergency Preparedness

WRANGELL VOLUNTEER FIRE DEPARTMENT                      907 874-3223  
(non-emergency number)

In addition to emergency response services, WVFD volunteers will transport a frail person to the hospital, or pick someone up if they have fallen. If lucid, persons can accept or deny transport to the hospital.

## **HOUSING ASSISTANCE**

ALASKA COMMUNITY DEVELOPMENT CORPORATION  
800 478-8080      [www.alaskacdc.org](http://www.alaskacdc.org)

Alaska CDC is a non-profit corporation administering several assistance programs to provide healthy, safe, and energy efficient housing for Alaskans. Eligibility is determined by the resident's income and family size. Of particular interest are the popular Weatherization

Program for owners and renters and the Housing Accessibility Improvement Program (HAIP) to modify or improve accessibility in homes of those 55+.

ALASKA HOUSING FINANCE CORPORATION. 907 874-3018  
Greg Wood, [www.ahfc.us](http://www.ahfc.us) or 800 478-2432

This is Wrangell's state housing project. Several of the apartments in Wrangell's complex are safe and affordable handicapped-accessible units for low-income applicants. The Wrangell office also works with Section 8 vouchers, subsidizing costs of rent in community living units.

Senior and Accessible Housing projects are available in Anchorage, Cordova, Fairbanks, Juneau, Ketchikan, Seward, Sitka, and Wasilla for low-income Alaskans 62+ or with disabilities.

*ASSISTED LIVING and ALASKA PIONEER HOMES See in Health and Home Care Resources Section*

SALVATION ARMY 907 874-3753

The church administers some funds for emergency housing and payment of expenses to keep someone in their existing housing.

TLINGIT & HAIDA HOUSING AUTHORITY. 907 780-6868  
[www.regionalhousingauthority.org](http://www.regionalhousingauthority.org)

Programs available in Wrangell:

Home Ownership Assistance Program (HOAP)  
Rural Loan Program  
Low Income Home Energy Assistance (LIHEAP)  
 Financial Literacy  
Income Tax Preparation  
Success Starts with Me Mortgage Program

Some programs serve tribal members only.

## WRANGELL SENIOR APARTMENTS

907 874-3944

The facility on Bennett Street has 23 one-bedroom units and one 2-bedroom unit for seniors 62+ or adult disabled residents, with rent based on income. There are some informal activities but residents are otherwise independent. Some residents have privately-paid help or Medicaid-provided personal care attendant services.

## MEDICAL COST RESOURCES

*The following resources may help when a person has unreimbursed costs related to cancer or other serious medical condition. Hospital social workers Gloria Benson and clinic care coordinators (907 874-7000) can assist with accessing these.*

## ANGEL FLIGHT

Provides free airfare to necessary medical care outside Wrangell when there are no other payment sources. Get a referral and make arrangements through staff at the Primary Care Clinic 874-7000.

## CANCER CONNECTION

866 376-2273

cancerconnectionak.org

email [admin@cancerconnectionak.org](mailto:admin@cancerconnectionak.org)

Cancer Connection has rented a one-bedroom apartment next to the Virginia Mason and Swedish Medical Centers in Seattle. This apartment is available on a first-come basis for SE Alaska Cancer Connection clients that have qualified for their travel assistance program. Travel grants cover up to \$750 each year for cancer care travel-related expenses such as airfare, hotel or apt costs, taxis, transit, shuttles, and on an individual basis, rental cars.

## FIRST CITY COUNCIL ON CANCER

[firstcitycounciloncancer.org](http://firstcitycounciloncancer.org)

email [firstcitycouncil@gmail.com](mailto:firstcitycouncil@gmail.com)

This is a nonprofit Ketchikan organization created to help families dealing with the expenses of cancer treatment. A onetime disbursement of \$1,000.00 is available after you have completed and submitted the online application with your receipts. Subsequent assistance may be available. Receipt of application does not guarantee funding.

## MEDICARE INFORMATION OFFICE

800 478-6065

[dhss.alaska.gov/dsds/Pages/contact.aspx](http://dhss.alaska.gov/dsds/Pages/contact.aspx)

Provides appointments for one-on-one counseling to Medicare beneficiaries and their families to better understand and utilize their Medicare benefits. The office also teaches how to spot and report Medicare errors, waste, and fraud.

## WMC FOUNDATION CANCER CARE PROGRAM

wmcfoundation.com

email wrangellfoundation@gmail.com

The Wrangell Medical Center Foundation reimburses up to \$1200 per year to cover expenses related to treatment outside your community of residence. The program serves Wrangell and other small SE communities.

## WRANGELL BURIAL ASSISTANCE

509 398-3779

wrangellburialassistance.com

This local group raises funds to provide financial relief and support to those responsible for the burial or cremation of loved ones.

## LEGAL AND EMPLOYMENT RESOURCES

### ABSENTEE BALLOTS.

elections.alaska.gov

Anyone may request a ballot by mail. You do not need a reason.

### SPECIAL NEEDS BALLOTS for those who need assistance voting:

For city elections, contact city clerk Kim Lane at 907 874-2381 to provide a 'special needs ballot' for someone to take to a homebound person, assist them with their voting, and return to city hall.

For state or national elections, Sarah Whittlesey-Merritt at 907 874-3013 can provide 'special needs ballots'.

## ADVANCE DIRECTIVES

The new POLST (Physician's Order on Life-Sustaining Treatment) program provides a doctor's order that is more binding than the documents below. Discussing your wishes with loved ones and your medical providers and putting things in writing increases the chance they will be clearly followed. See page 4.

*A Living Will tells medical providers and loved ones your wishes for end of life care in the event you are unable to speak for yourself.*

*A Durable Power of Attorney for Health Care names the person you want to speak and act on your behalf if you are incapacitated.*

*Printed advance directive forms developed by SEARHC are available for free at SEARHC Wrangell Medical Center and can also be printed off the SEARHC website, [searhc.org](http://searhc.org) under 'patient support/patient policies and support'. OR a state of Alaska form may be downloaded at [www.alaskalawhelp.org/resource/alaska-advance-health-care-directive](http://www.alaskalawhelp.org/resource/alaska-advance-health-care-directive).*

*"Five Wishes" is a booklet written in simple language in which a person can name a durable power of attorney for health care and provide additional information about end of life wishes. It also serves as an advance directive.*

*Local social workers and Hospice volunteers can help you understand and complete these documents.*

*Following signing by a notary public or two witnesses, file a copy of your advance directive documents with your medical providers to insure they are readily accessible in the event of a medical crisis. Give any person designated to be your durable POA a copy as well.*

## ALASKA COMMISSION ON AGING

[www.dhss.alaska.gov/acoa/Pages/default.aspx](http://www.dhss.alaska.gov/acoa/Pages/default.aspx)

The Alaska Commission on Aging (ACoA) advocates for state policy, public and private partnerships, state/federal projects and citizen involvement that assists each of us to age successfully in our homes, in our communities or as near as possible to our communities and families. This website provides links to a number of governmental and private resources.

## ALASKA DIVISION OF MOTOR VEHICLES

907 874-3304

<http://doa.alaska.gov/dmv/reg/senior.htm>

### Information for Seniors

Driver's licenses are renewed every five years (mail-in every other cycle). Vision test required at in-person renewal. Minimum 20/40 in one eye for unrestricted license, 20/40 to 20/100 needs report from an eye specialist. Bioptic lenses may be used under certain conditions.

As an Alaska resident 65 or older, you may be exempt from fees and taxes when registering a vehicle. You are entitled to register one vehicle as exempt, if it meets the following criteria:

Must be a passenger vehicle, motorhome, van, pick-up truck,  
motorcycle or trailers / May not be a commercial vehicle  
Must be titled in your name

## ALASKA LAW HELP

[www.alaskalawhelp.org](http://www.alaskalawhelp.org)

This valuable website offers extensive information to Alaskans on a variety of legal issues, including those of particular interest to seniors. Some of the many forms available for free download include:

Alaska Advance Health Care Directive / Sample Will  
Revocable Transfer on Death Deed / Power of Attorney  
Disposition of Remains

## ALASKA LEGAL SERVICES

[alsc-law.org](http://alsc-law.org)

Juneau 800 789-6426  
Ketchikan 877 525-6420

This private, nonprofit corporation provides free legal assistance and representation to seniors and low-income Alaskans in civil (non-criminal) matters.

## ALASKA STATE HUMAN RIGHTS COMMISSION

800 478-4692

[www.gov.state.ak.us/aschr/](http://www.gov.state.ak.us/aschr/)

Staff members investigate discrimination complaints and help resolve disputes in these areas:

Employment	Places of Public Accommodation
Sale or Rental of Real Property	Financing and Credit
Practices by the State or its Political Subdivisions	

ALASKA STATE OMBUDSMAN 800 478-2624  
[alaska.gov](http://alaska.gov) (search "Alaska ombudsman")

This office investigates complaints against state government agencies and employees. They are neutral and non-partisan, taking no sides in a dispute. If a problem is found, the Ombudsman may recommend a solution.

DISABILITY LAW CENTER OF ALASKA 800 478-1234  
[dlcak.org](http://dlcak.org)

An independent, non-profit law firm providing free legal services to protect the legal, civil, and human rights of persons with disabilities. They can assist with:

Social Security Disability applications.	Medicaid Appeals
Disability-related employment discrimination.	Access to voting

FAMILY GUARDIAN PROGRAM email Family Guardian @alaska.gov  
[doa.alaska.gov/opa/pg/](http://doa.alaska.gov/opa/pg/)

If a family member or friend becomes unable to manage their finances or decision-making, the court can appoint someone to have authority on their behalf. This state program provides information and

support to private individuals about becoming a guardian or conservator. There are links to training materials from this site.

*Guardianship and conservatorship are legal arrangements in which a petition is filed in the court alleging a person's inability to make decisions about their housing, medical care, legal issues, and/or financial matters. The court calls an independent 'court visitor' to investigate, then holds a hearing to hear evidence regarding the person's capacities and the appropriate individual or agency to be appointed. There is an effort to be 'least restrictive', letting the person retain as much decision-making as they can manage while supporting them with help in other areas as needed.*

LEGISLATIVE INFORMATION OFFICE

907 874-3013

[akleg.gov/lios.php](http://akleg.gov/lios.php)

Sarah Whittlesey-Merritt works to provide many helpful services in the Wrangell Legislative Information Office:

Track State legislation for you

Help you testify at hearings

Send public opinion messages to your legislator

File your Permanent Fund Dividend Application

Certify your birth certificate or passport for the PFD office

Notarize State documents

Navigate State government issues

Provide special needs ballots

LONG TERM CARE OMBUDSMAN

800 730-6393

[akoltco.org](http://akoltco.org)

Federal and State law authorize the Ombudsman to identify, investigate and resolve complaints made by, or on behalf of, Alaskans 60+ in long term care facilities. State law also authorizes the Ombudsman to resolve problems relating to the “residential circumstances” of seniors who live in their own homes.

MATURE ALASKANS SEEKING SKILLS TRAINING. 907 465-4872  
[labor.state.ak.us/masst/](http://labor.state.ak.us/masst/)

MAAST places adults 55+ into community service positions, with job training to help them become self-sufficient and provide support to the community service organizations in which they work.

VOCATIONAL REHABILITATION 907 225-6655  
[labor.alaska.gov/dvr/](http://labor.alaska.gov/dvr/)

This state agency helps Alaskans who have trouble getting or keeping a job because of a mental or physical problem. Clients receive evaluation, training, and necessary supports to obtain and maintain employment. Wrangell is served by the Ketchikan office.

## MISCELLANEOUS

AARP ALASKA [aarp.org](http://aarp.org)

Organization working to enhance the quality of life for those 50+. Members are eligible for insurance coverage, a variety of food and travel discounts, advocacy services, and employment support. Local representatives help seniors with income tax each spring.

## OLDER PERSONS ACTION GROUP (OPAG)

907 276-1059

- publish the monthly Senior Voice newspaper
- publish and distribute the Directory for Older Alaskans senior resource directory
- provide information and referral services for Social Security, Medicare, Medicaid, Affordable Health Care Act and other senior issues

- SENIOR VOICE [seniorvoicealaska.com](http://seniorvoicealaska.com)

A monthly publication, now available online, with information and articles of interest to Alaskan seniors. An annual subscription is \$30.

## WHITE HOUSE GREETINGS OFFICE

Arrange for a greeting for a variety of celebratory occasions: Requests may be submitted through the "Constituent Services" function of one of the U.S. Senators or U.S. Representatives from your state

OR

Requests can be requested online at [whitehouse.gov/presidential-greeting/](http://whitehouse.gov/presidential-greeting/). Allow six weeks for a response.

## WRANGELL MINISTERIAL ASSOCIATION

907 874-2244

Several local congregations work together to offer pastoral support and resources to address specific unmet needs.

WRANGELL PARKS AND RECREATION  
wrangellrec.com

907 874-2444

Exercise is important for health and mobility! Ongoing programs include an Arthritis Aquatics class MWF 8:30 am and Water Aerobics MWF 10 am. Call for information about available exercise activities, many of them tailored for seniors. The cost is \$3/admission for those 65+, \$5 for others (save by purchasing a long- term pass.) Some classes cost extra.

## **NUTRITION and TRANSPORTATION**

COMMODITIES PROGRAM  
fns.usda.gov

907 874-3039 or 907 470- 3148

Wrangell's Commodity Supplemental Food Program. Eligibility is for those 60+, low income, resources not counted. Once a month, usually the third Wednesday from 10-1, a 30# prepared box of packaged food items (beans, rice, cereals, juice, etc.) is given to each participant at the Seventh-Day Adventist Church.

SALVATION ARMY

907 874-3753

The Salvation Army distributes free food boxes to all who apply through a community Food Bank every Tuesday 10-2. There is some emergency assistance available as well. On Wednesdays at 5 pm there is a women's group with free dinner and fellowship.

SENIOR NUTRITION & TRANSPORTATION PROGRAM

Wrangell Senior Center

907 874-2066

A balanced hot meal is served at noon each weekday by the Wrangell Senior Center, located at the corner of McKinnon and Church Streets, available at the site or delivered to the home at no extra charge. (Covid-19 restrictions have led to occasional closures of on-site meals.). The suggested donation is \$3 per meal for seniors 60+ and \$10 for others. Call the Senior Center by 9 am on meal days to reserve a meal.

Transportation for seniors 60+ is available weekdays, 8 am-3 pm by calling the handicapped-accessible Senior Van for a ride. The suggested donation is \$1 per ride. The van driver will also check mail, pick up library books, etc. on request.

## **SUBSTANCE TREATMENT**

### **ALCOHOLICS ANONYMOUS / NARCOTICS ANONYMOUS**

Look each week on page 2 of the Wrangell Sentinel under 'Continuing Events' for a listing of self-help meetings in Wrangell.

Find online AA meetings, chat rooms, and information through this site: [aa-intergroup.org](http://aa-intergroup.org)

**SEARHC BEHAVIORAL HEALTH**  
searhc.org

907 874-5000

The clinic, located at the corner of Church and St. Michael's Streets, provides substance abuse evaluations, outpatient counseling, and referrals to inpatient treatment programs.

TOBACCO QUIT LINE (800 QUIT-NOW)  
alaskaquitline.com

800 784-8669  
907 874-5139

Available 24-7. Free, confidential coaching and support services to stop smoking or chewing tobacco, including free nicotine replacement therapy for those eligible. Tammi Meissner serves as the local representative.

## VETERANS

ALASKA STATE VETERANS HOME PALMER  
907 745-4241 [www.dhss.alaska.gov/daph](http://www.dhss.alaska.gov/daph)

Part of the Alaska Pioneer Home network, this home is open to veterans 65+ who have lived in Alaska at least one year.

ALASKA OFFICE OF VETERANS AFFAIRS [veterans.alaska.gov](http://veterans.alaska.gov)

The Alaska Office of Veterans Affairs serves as the primary advocate for Alaska's veterans and helps veterans and their families improve their lives, from helping to file claims for education, medical or other benefits to assisting them in obtaining earned military awards.

24-hour national VETERANS CRISIS LINE 800 273-8255, press 1

VOICE  
(Juneau SAIL Office)

800 478-7245

Veteran Options for Independence, Choice, and Empowerment. The Veterans Administration coordinates with Southeast Alaska Independent Living (SAIL) to help VA-enrolled veterans in need of supports to remain in their homes. After assessment of the vet's level of need, recipients are granted a monthly budget amount with which they pay for the supports and services they need.

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	July 23, 2024
	<u>Agenda Section</u>	<b>11</b>

ORDINANCE No. 1062 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE ZONING MAP TO EFFECT A CHANGE TO LOT A-2, TORGRAMSEN-GLASNER SUBDIVISION FROM SINGLE-FAMILY RESIDENTIAL TO LIGHT INDUSTRIAL

<p><u>SUBMITTED BY:</u></p> <p>Kate Thomas, Economic Development Director</p>	<p><u>FISCAL NOTE:</u></p> <p><b>Expenditure Required:</b> \$XXX Total</p> <p><b>Fiscal Year (FY):</b> 24-25      Amount: N/A</p> <hr/> <p><b>Amount Budgeted:</b></p> <p style="text-align: center;">N/A</p> <p><b>Account Number(s):</b></p> <p style="text-align: center;">N/A</p> <p><b>Account Name(s):</b></p> <p style="text-align: center;">N/A</p> <p><b>Unencumbered Balance(s) (prior to expenditure):</b></p> <p style="text-align: center;">N/A</p>
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<u>Reviews/Approvals/Recommendations</u>	
<input checked="" type="checkbox"/>	Commission, Board or Committee
Name(s)	Planning and Zoning Commission
Name(s)	
<input type="checkbox"/>	Attorney
<input type="checkbox"/>	Insurance

ATTACHMENTS: 1. Ordinance 1062   2. Petition to Rezone   3. Staff Report to Commission  
4. Aerial Map of lot proposed for rezone   5. Agenda Item from June 13<sup>th</sup> P&Z Commission Mtg.  
6. Unapproved Minute excerpts from the June 13<sup>th</sup> P&Z Commission Mtg. 7. Submittals from John Ester and Phillip Mach

**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 the First Reading of Ordinance No. 1062 and Move to a Second Reading with a Public Hearing to be held on August 27, 2024.

## SUMMARY STATEMENT:

Typically the first reading of an Ordinance will be under New Business however, WMC 20.76.040 – Borough Assembly hearing and notice states that the borough assembly shall hold a public hearing on any proposed zoning change and property owners within 300 feet of the proposed area must be notified.

Mr. Phillip Mach submitted an application (petition) to rezone his parcel, Lot A-2 of the Torgramsen-Glasner Subdivision from single-family residential to light industrial for the purpose of building a storage unit warehouse for rental.

The Planning and Zoning Commission reviewed the petition at their regular meeting on June 13<sup>th</sup>, 2024. Staff **did not** recommend a complete rezone of the property; however, staff recommended Commissioners consider a Contract Zone.

Contract zoning means a zoning reclassification to a less restricted use than what the zone would allow as per section [WMC 20.77.010](#). There are two instances whereby adjacent properties have been reclassified under a contract zone for light industrial purposes.

Following a motion and discussion to approve the findings of fact with a recommendation to the Borough Assembly to approve a Contract Zoning Agreement for the specific use requested by Mr. Phillip Mach with conditions, Commissioners **denied** the recommendation to proceed with a Contract Zone.

Included herein is the staff report with the findings of fact provided to the Commission. The Planning & Zoning Commission Agenda Item and the excerpt from this item are both attached.

Return to: City & Borough of Wrangell  
P.O. Box 531  
Wrangell, Alaska 99929

Wrangell Recording District

Page 1 of 1

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CITY AND BOROUGH OF WRANGELL, ALASKA

ORDINANCE NO. 1062

AN ORDINANCE OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE ZONING MAP TO EFFECT A CHANGE TO LOT A-2, TORGRAMSEN-GLASNER SUBDIVISION FROM SINGLE-FAMILY RESIDENTIAL TO LIGHT INDUSTRIAL

SEC. 1. Action. The effect of this ordinance is to finalize a zone change for Lot A-2, Torgamsen-Glasner Subdivision according to Plat No. 2017-1 of the Wrangell Recording District, from Single Family Residential to Light Industrial per the attached Map of Exhibit A.

SEC. 2. Classification. This is a non-code ordinance.

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

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

PASSED IN FIRST READING: \_\_\_\_\_.

PASSED IN SECOND READING: \_\_\_\_\_.

---

Patricia Gilbert, Borough Mayor

ATTEST:

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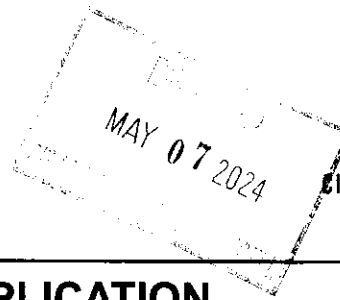
Kim Lane, MMC, Borough Clerk

# CITY & BOROUGH OF WRANGELL

## PLANNING DEPARTMENT

PO BOX 531 WRANGELL, AK, 99929 | +1 (907) 874-2381

205 BRUEGER STREET WRANGELL, AK, 99929



CITY & BOROUGH OF WRANGELL  
GATEWAY TO THE STIKINE

Item a.

### LAND USE APPLICATION

WMC 19.04.010 - 19.04.020 & WMC 19.12.010 - 19.12.040 & WMC 20.76.010 - 20.76.040

**NON-REFUNDABLE FEE - MUST BE PAID AT TIME OF FILING**

TYPE OF APPLICATION ..... ZONING CHANGE \$150 ☒ SUBDIVISION/PRELIMINARY PLAT \$100 ☐

OFFICIAL USE ONLY

RECEIVED BY

Erin

DATE RECEIVED

5-7-24

PAYMENT

CHECK ☐

CREDIT CARD ☒

CASH ☐

#### SECTION I.

APPLICANT'S FULL NAME

EMAIL ADDRESS

PHONE NUMBER

Phillip Mach

phillip.mach@gmail.com

(907) 420-7755

APPLICANT'S PHYSICAL ADDRESS

306 Mission St. Wrangell, AK 99929

APPLICANT'S MAILING ADDRESS

P.O. Box 47 Wrangell, AK 99929

LEGAL OWNER'S FULL NAME (IF DIFFERENT THAN APPLICANTS NAME)

PHONE NUMBER

Phillip Mach and John Ester

(907) 420-7755

LEGAL OWNER'S MAILING ADDRESS

P.O. Box 47 Wrangell, AK 99929

#### SECTION II.

PROVIDE THE PARCEL ID NUMBER AS WELL AS EITHER THE PHYSICAL ADDRESS OR LEGAL DESCRIPTION OF THE PROPERTY.

PARCEL ID NUMBER

PHYSICAL ADDRESS

03-002-300

1054 ZIMOVIA HWY

LOT: REMAIN A-2 BLOCK: 2017-1

SUBDIVISION:

LEGAL ACCESS TO LOTS (STREET NAME)

Zimovia Highway

CURRENT ZONING OF PROPERTY

Single Family Residence

LOT SIZE

3.603 acres

**CITY & BOROUGH OF WRANGELL**  
**LAND USE APPLICATION**  
CONTINUED FROM PAGE 1

Item a.

**SECTION III.**

**FOR A ZONING CHANGE, PLEASE STATE THE REQUESTED NEW ZONING AND EXPLAIN THE REASON FOR THE PROPOSED CHANGE.**

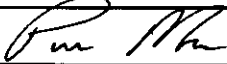
Requested new zoning - Light Industrial.  
We would like to utilize the parcel for storage (vehicle, boat, etc.) and potentially building a storage unit warehouse(s) for rental.

**FOR SUBDIVISION OR PRELIMINARY PLAT APPLICATIONS, PLEASE DESCRIBE THE PROPOSED CHANGES TO THE LOT AND SUBMIT A PREPARED PLAT MAP AS REQUIRED BY THE WRANGELL MUNICIPAL CODE.**

**SECTION IV. ACKNOWLEDGEMENT**

*I hereby affirm all the information submitted with this application is true and correct to the best of my knowledge. I also affirm that I am the true and legal property owner or authorized agent thereof for the property subject herein. I understand that incomplete applications will not be accepted and that all fees must be paid prior to review of this application. All application fees must be paid at the time of filing. Incomplete applications will not be accepted until all fees are paid prior to application review. Additional fees will be applied following approval of the final plat through the borough clerk's office to record the plat map with the Department of Natural Resources Recorder's Office.*

**SIGNATURE OF APPLICANT**



**DATE**

5/7/24

**SIGNATURE OF OWNER (IF DIFFERENT THAN APPLICANT)**

**DATE**

**City and Borough of Wrangell, Alaska**  
**Planning and Zoning Commission**  
**Regular Meeting June 13<sup>th</sup>, 2024**  
**Staff Report**

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**Agenda Item:** New Business, Item 8A

**From:** Kate Thomas, Economic Development Director

**Subject:** (PH) Petition to Rezone remainder of Lot A-2, Torgramsen-Glasner Subdivision, according to Plat 2017-1, zoned Single Family Residential changing the zoning district from Single Family (SF) to Light Industrial (LI) requested by Phillip Mach.

---

**Background:** Mr. Phillip Mach recently purchased property within the Torgramsen-Glasner Subdivisions located along Zimovia Highway just beyond the 1-mile marker. The lot is currently zoned single-family residential, whereas Mr. Mach is requesting an amendment to rezone the property as Light Industrial.

**Review Criteria:**

[Single Family Residential 20.16](#)

[Light Industrial 20.51](#)

[Standards: 20.52](#)

[Amendments 20.76](#)

[Contract Zoning 20.77](#)

**Finds of Fact:** The applicant Mr. Mach is seeking a zoning change for 3.603-acre parcel which is currently zoned Single Family. Mr. Mach would like to change the zone from Single-Family to Light Industrial to utilize the property for vehicle and boat storage, with potential plans to build a storage unit warehouse for rent. Zoning change means the alteration or moving of a district boundary, the reclassification of a lot or parcel of land from one district to another, or the change of any of the regulations contained within the Wrangell Municipal Code.

The [Single-Family District](#) permits residential development as a principal use, with accessory uses that range from garages to greenhouses, and home occupations to accessory structures. Other uses are limited and conditional, such as schools, churches, mobile homes, and cottage industry businesses. Light Industrial District allows transportation and transshipment facilities, warehouses and storage, manufacturing, fabricating, and Auto repair as principal uses. Conditional uses range from RV parks to animal establishments, to marijuana retail and testing stores, as well as playgrounds.

The properties immediately north and south of Mr. Mach's parcel are zoned Single Family, intended for residential use. As shown in attachment number 3 "Aerial Map of Zoning", there are two proximate lots that are under Contract Zoning Agreements as Light Industrial with restrictions. Contract Zoning means a zoning reclassification to a less restricted use when the owner of the rezoned property, through an agreement with the borough assembly, places restrictions on the use of the land beyond the zoning requirements generally attaching to the new district in which the property has been placed. Also, within the same area, Commissioners will find lots zoned as Multi-Family. There are other light industrial and industrial lots nearby (Alaska Waters and Public Works) as well as Commercial (TK Mini Mart and Wrangell Cooperative Association offices).

There continues to be a need for light industrial land for storage, however industrial use may or may not be compatible with the adjacent property and principal use depending on the activities conducted on the industrial lot. Mr. Mach's proposal is specifically for vehicle and boat storage, however, if the zone changes all light industrial uses would be allowable. The Commission needs to determine the long-term potential uses in this

area and if Light Industrial continues to be appropriate for the area. While a storage unit may not impact adjacent neighbors, other businesses permitted in the Light Industrial District could generate traffic, noise, and potential conflicts with adjacent residential neighbors.

If the property is rezoned Light Industrial, because residential land abuts each side of the property, the applicant would need to maintain a 25-foot vegetated buffer between his use and the residential property per [WMC 20.52.200](#). Another option the Commission might consider is a contract zone for this specific use, rather than permitting all Light Industrial activities. This would also allow a recommendation for conditions such as buffers, setbacks, facility access, and lighting.

**Attachments:**

1.) Land Use Application Requesting a Zoning Change, 2.) Aerial Map of Lot, 3.) Aerial Map of Zoning, 4.) Plat No. 2017-1, 5.) Future Growth Map from Comprehensive Plan

**Recommendation:**

Staff **do not** recommend that the Planning and Zoning Commission approve the request to amend the zone due to the potential impacts the district's permitted uses could have on the area's residential nature.

However, suppose the Commission is considering an amendment or change to the zone. In that case, staff suggests that the Commission recommend a Contract Zoning Agreement to the Borough Assembly for the specific purpose requested by Mr. Mach with conditions for approval.

**Recommended Motion:**

Move to approve the findings of fact with a recommendation to the Borough Assembly to approve a Contract Zoning Agreement for the specific use requested by Mr. Phillip Mach as per the application with the following conditions:

- 1) Site obscuring vegetated buffer of at least 25 feet must be maintained pursuant to WMC 20.52.200 to adjacent residential properties; and,
- 2) Lighting at the facility should be angled downward and guarded from the sides so as not to disturb adjacent residences; and,
- 3) Operating hours should be restricted to between 10 PM and 7 AM, limiting impacts during the night hours.



**City and Borough of Wrangell, Alaska**  
**Planning and Zoning Commission**  
**Regular Meeting June 13<sup>th</sup>, 2024**  
**Staff Report**

---

**Agenda Item:** New Business, Item 8A

**From:** Kate Thomas, Economic Development Director

**Subject:** (PH) Petition to Rezone remainder of Lot A-2, Torgramsen-Glasner Subdivision, according to Plat 2017-1, zoned Single Family Residential changing the zoning district from Single Family (SF) to Light Industrial (LI) requested by Phillip Mach.

---

**Background:** Mr. Phillip Mach recently purchased property within the Torgramsen-Glasner Subdivisions located along Zimovia Highway just beyond the 1-mile marker. The lot is currently zoned single-family residential, whereas Mr. Mach is requesting an amendment to rezone the property as Light Industrial.

**Review Criteria:**

[Single Family Residential 20.16](#)

[Light Industrial 20.51](#)

[Standards: 20.52](#)

[Amendments 20.76](#)

[Contract Zoning 20.77](#)

**Finds of Fact:** The applicant Mr. Mach is seeking a zoning change for 3.603-acre parcel which is currently zoned Single Family. Mr. Mach would like to change the zone from Single-Family to Light Industrial to utilize the property for vehicle and boat storage, with potential plans to build a storage unit warehouse for rent. Zoning change means the alteration or moving of a district boundary, the reclassification of a lot or parcel of land from one district to another, or the change of any of the regulations contained within the Wrangell Municipal Code.

The [Single-Family District](#) permits residential development as a principal use, with accessory uses that range from garages to greenhouses, and home occupations to accessory structures. Other uses are limited and conditional, such as schools, churches, mobile homes, and cottage industry businesses. Light Industrial District allows transportation and transshipment facilities, warehouses and storage, manufacturing, fabricating, and Auto repair as principal uses. Conditional uses range from RV parks to animal establishments, to marijuana retail and testing stores, as well as playgrounds.

The properties immediately north and south of Mr. Mach's parcel are zoned Single Family, intended for residential use. As shown in attachment number 3 "Aerial Map of Zoning", there are two proximate lots that are under Contract Zoning Agreements as Light Industrial with restrictions. Contract Zoning means a zoning reclassification to a less restricted use when the owner of the rezoned property, through an agreement with the borough assembly, places restrictions on the use of the land beyond the zoning requirements generally attaching to the new district in which the property has been placed. Also, within the same area, Commissioners will find lots zoned as Multi-Family. There are other light industrial and industrial lots nearby (Alaska Waters and Public Works) as well as Commercial (TK Mini Mart and Wrangell Cooperative Association offices).

There continues to be a need for light industrial land for storage, however industrial use may or may not be compatible with the adjacent property and principal use depending on the activities conducted on the industrial lot. Mr. Mach's proposal is specifically for vehicle and boat storage, however, if the zone changes all light industrial uses would be allowable. The Commission needs to determine the long-term potential uses in this

area and if Light Industrial continues to be appropriate for the area. While a storage unit may not impact adjacent neighbors, other businesses permitted in the Light Industrial District could generate traffic, noise, and potential conflicts with adjacent residential neighbors.

If the property is rezoned Light Industrial, because residential land abuts each side of the property, the applicant would need to maintain a 25-foot vegetated buffer between his use and the residential property per [WMC 20.52.200](#). Another option the Commission might consider is a contract zone for this specific use, rather than permitting all Light Industrial activities. This would also allow a recommendation for conditions such as buffers, setbacks, facility access, and lighting.

**Attachments:**

1.) Land Use Application Requesting a Zoning Change, 2.) Aerial Map of Lot, 3.) Aerial Map of Zoning, 4.) Plat No. 2017-1, 5.) Future Growth Map from Comprehensive Plan

**Recommendation:**

Staff **do not** recommend that the Planning and Zoning Commission approve the request to amend the zone due to the potential impacts the district's permitted uses could have on the area's residential nature.

However, suppose the Commission is considering an amendment or change to the zone. In that case, staff suggests that the Commission recommend a Contract Zoning Agreement to the Borough Assembly for the specific purpose requested by Mr. Mach with conditions for approval.

**Recommended Motion:**

Move to approve the findings of fact with a recommendation to the Borough Assembly to approve a Contract Zoning Agreement for the specific use requested by Mr. Phillip Mach as per the application with the following conditions:

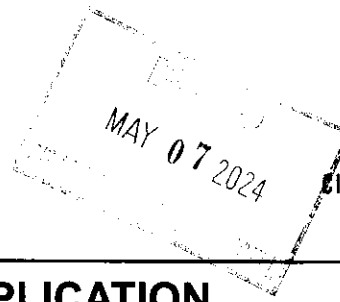
- 1) Site obscuring vegetated buffer of at least 25 feet must be maintained pursuant to WMC 20.52.200 to adjacent residential properties; and,
- 2) Lighting at the facility should be angled downward and guarded from the sides so as not to disturb adjacent residences; and,
- 3) Operating hours should be restricted to between 10 PM and 7 AM, limiting impacts during the night hours.

# CITY & BOROUGH OF WRANGELL

## PLANNING DEPARTMENT

PO BOX 531 WRANGELL, AK, 99929 | +1 (907) 874-2381

205 BRUEGER STREET WRANGELL, AK, 99929



CITY & BOROUGH OF WRANGELL  
GATEWAY TO THE STIKINE

Item a.

### LAND USE APPLICATION

WMC 19.04.010 - 19.04.020 & WMC 19.12.010 - 19.12.040 & WMC 20.76.010 - 20.76.040

**NON-REFUNDABLE FEE - MUST BE PAID AT TIME OF FILING**

TYPE OF APPLICATION ..... ZONING CHANGE \$150 ☒ SUBDIVISION/PRELIMINARY PLAT \$100 ☐

OFFICIAL USE ONLY

RECEIVED BY

Erin

DATE RECEIVED

5-7-24

PAYMENT

CHECK ☐

CREDIT CARD ☒

CASH ☐

#### SECTION I.

APPLICANT'S FULL NAME

Phillip Mach

EMAIL ADDRESS

phillip.mach@gmail.com

PHONE NUMBER

(907) 420-7755

APPLICANT'S PHYSICAL ADDRESS

306 Mission St. Wrangell, AK 99929

APPLICANT'S MAILING ADDRESS

P.O. Box 47 Wrangell, AK 99929

LEGAL OWNER'S FULL NAME (IF DIFFERENT THAN APPLICANTS NAME)

Phillip Mach and John Ester

PHONE NUMBER

(907) 420-7755

LEGAL OWNER'S MAILING ADDRESS

P.O. Box 47 Wrangell, AK 99929

#### SECTION II.

PROVIDE THE PARCEL ID NUMBER AS WELL AS EITHER THE PHYSICAL ADDRESS OR LEGAL DESCRIPTION OF THE PROPERTY.

PARCEL ID NUMBER

03-002-300

PHYSICAL ADDRESS

1054 ZIMOVIA HWY

LOT: REMAIN A-2 BLOCK: 2017-1

SUBDIVISION:

LEGAL ACCESS TO LOTS (STREET NAME)

Zimovia Highway

CURRENT ZONING OF PROPERTY

Single Family Residence

LOT SIZE

3.603 acres

**CITY & BOROUGH OF WRANGELL**  
**LAND USE APPLICATION**  
CONTINUED FROM PAGE 1

Item a.

**SECTION III.**

**FOR A ZONING CHANGE, PLEASE STATE THE REQUESTED NEW ZONING AND EXPLAIN THE REASON FOR THE PROPOSED CHANGE.**

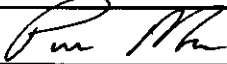
Requested new zoning - Light Industrial.  
We would like to utilize the parcel for storage (vehicle, boat, etc.) and potentially building a storage unit warehouse(s) for rental.

**FOR SUBDIVISION OR PRELIMINARY PLAT APPLICATIONS, PLEASE DESCRIBE THE PROPOSED CHANGES TO THE LOT AND SUBMIT A PREPARED PLAT MAP AS REQUIRED BY THE WRANGELL MUNICIPAL CODE.**

**SECTION IV. ACKNOWLEDGEMENT**

*I hereby affirm all the information submitted with this application is true and correct to the best of my knowledge. I also affirm that I am the true and legal property owner or authorized agent thereof for the property subject herein. I understand that incomplete applications will not be accepted and that all fees must be paid prior to review of this application. All application fees must be paid at the time of filing. Incomplete applications will not be accepted until all fees are paid prior to application review. Additional fees will be applied following approval of the final plat through the borough clerk's office to record the plat map with the Department of Natural Resources Recorder's Office.*

**SIGNATURE OF APPLICANT**

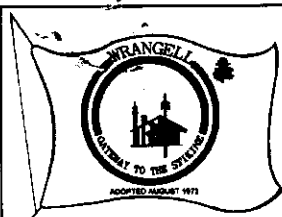


**DATE**

5/7/24

**SIGNATURE OF OWNER (IF DIFFERENT THAN APPLICANT)**

**DATE**



CITY AND BOROUGH OF WRANGELL  
PO BOX 531  
205 BRUEGER STREET  
WRANGELL, AK 99929  
PHONE: (907) 874-2381

RECEIPT #  
5/07/2024

47932

Item a.

Received  
From

<u>Lookup</u>	<u>Name</u>	<u>Payment Type</u>	<u>Check #</u>	<u>Amount Received</u>
6932	Mach, Phillip	Credit Card	0001594	150.00

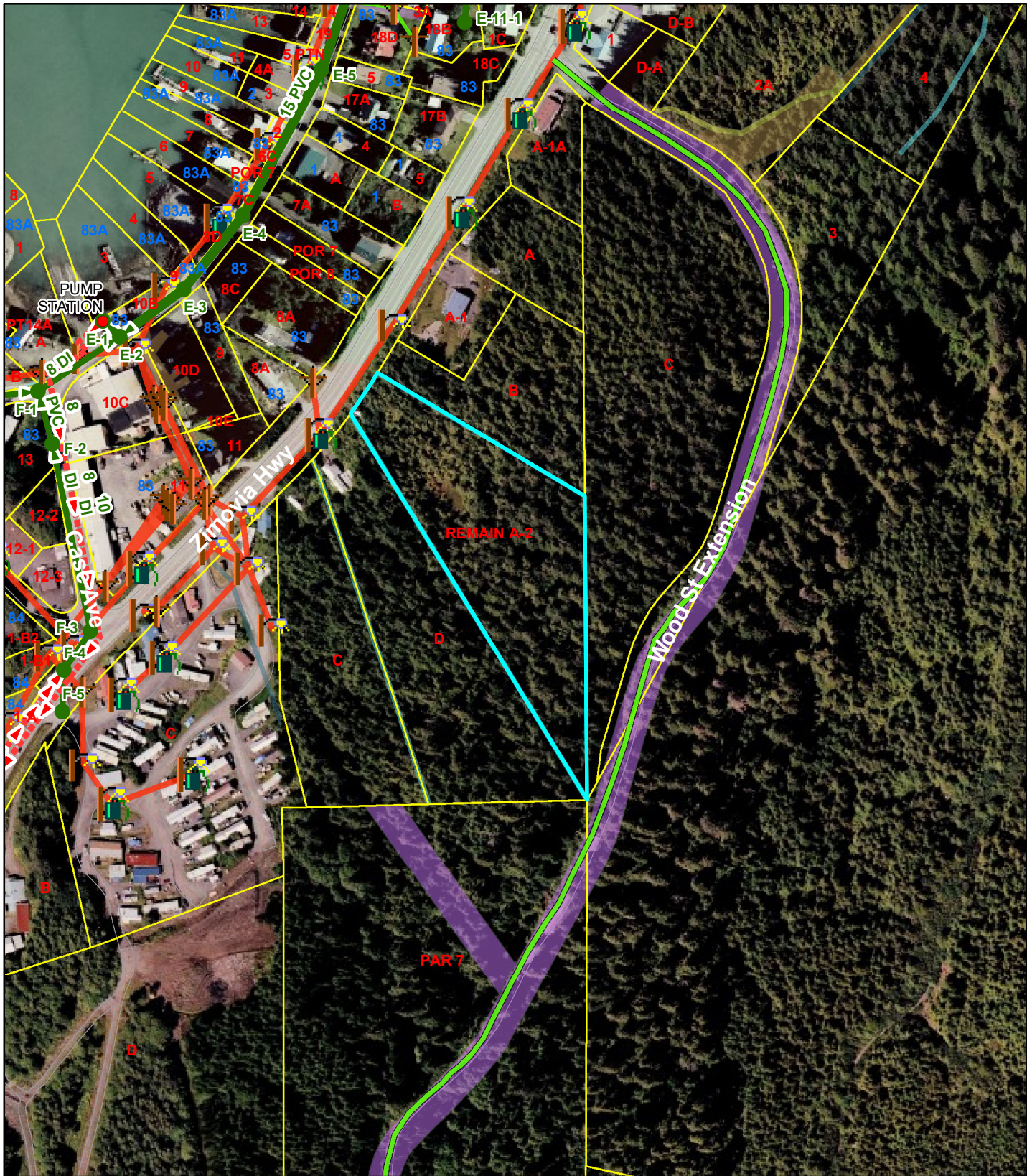
**Description:**

Land Use App Zoning 03-002-300

Planning & Zoning Permit Revenue 150.00

# CITY AND BOROUGH OF WRANGELL, ALASKA

Item a.



1 inch = 265.921147 feet

96

5/30/2024

Public Map



**DISCLAIMER: THESE MAPS ARE FOR PLANNING PURPOSES ONLY.  
PROPERTY LINES ARE APPROXIMATE. AERIAL 2002.**

CITY AND BOROUGH OF WRANGELL, ALASKA

Item a.



Item a.

Future Growth Map

- Residential
- Remote Residential
- Commercial
- Public and Community Facilities
- Industrial/ Light Industrial
- Waterfront Development
- Resource Development
- Resource Development with Scenic Protection
- Important Habitat/ Special Areas
- Recreation, Parks or Open Space
- Wilderness

0 Miles .5



March 2010

T 62S  
R 83E  
T 62S  
R 84E

Eastern Passage

Upper Reservoir

Lower Reservoir

EXCERPT FROM THE JUNE 13, 2024, PLANNING & ZONING COMMISSION MEETING MINUTES.

NOTE: Under Conflicts of Interest:

Chair Henson states she may have a conflict with item 8a as there is a family connection. Commissioners decided that she does not have conflict as there is no financial gain for Henson and may discuss and vote on the item.

Item: ***(PH) Petition to Rezone remainder of Lot A-2, Torgramsen-Glasner Subdivision,***

***according to Plat 2017-1, zoned Single Family Residential changing the zoning district***

***from Single Family (SF) to Light Industrial (LI) requested by Phillip Mach.***

Public Hearing Opened

**Bruce Smith** - asked if the property is still a single-family residence. Henson stated yes.

**Phillip Mach** - many lots in the area are being contractually rezoned.

**Public Hearing Closed**

**M/S GW/KS move to approve the findings of fact with a recommendation to the Borough Assembly to approve a Contract Zoning Agreement for the specific use requested by Mr. Phillip Mach as per the application with the following conditions:**

- 1) Site obscuring vegetated buffer of at least 25 feet must be maintained pursuant to WMC 20.52.200 to adjacent residential properties; and,
- 2) Lighting at the facility should be angled downward and guarded from the sides so as not to disturb adjacent residences; and,
- 3) Operating hours should be restricted to between 10 PM and 7 AM, limiting impacts during the night hours.

Director Thomas provided the administrative report.

Henson asked when the other storage unit contract zones were done, she was not happy to approve that. It initially was made to be a buffer zone between residential and other zoning types. Regarding the WCA property, their approval was meant to be a buffer area between their business and residential as well, but it has since scaled larger in size and operation than anticipated. She stated that she is not in favor of either the rezone or contract rezone. She acknowledged that there is a shortage of lots to do this

business, but stated this is not the place to do so. She also stated that this type of spot zoning creates a bad precedent.

Watkins asked if the lots across the street were contacted. Thomas stated that anyone within the 300 ft radius was contacted. Watkins asked if this went to the assembly and if there would be another chance to publicly discuss this item. Thomas stated yes.

Hutchinson asked if Mr. Mach knew that the lots were zoned residential when he purchased the property. Mr. Mach stated yes. Henson stated that looking down the road, this opens an issue with newer subdivisions in town and sets the stage for spot zoning issues in the future.

Hutchinson asked Mr. Smith if the development of the WCA building was at all irritating. He started with how it was built, no it isn't. Mr. Mach stated that the plan he presented to Mr. Smith shows that his business would not affect Mr. Smith's daily life. He also stated that this is already up against the highway and near higher traffic zones. Hutchinson asked if there is a grade to the lot. Mach stated yes and that only two acres of the property are usable of the 3.6 within the parcel boundaries.

Thomas stated that it might have been easier to rezone the whole area but there is residential development already in progress, so that was not a productive angle to approach the item.

***The motion failed unanimously by polled vote. All 4 Commissioners voted no.***

July 17, 2024

Mayor Patricia Gilbert  
 Vice-Mayor David Powell  
 Assembly Member Bob Dalrymple  
 Assembly Member Jim DeBord  
 Assembly Member Michael Ottesen  
 Assembly Member Anne Morrison  
 Assembly Member Brittani Robbins

Dear Honorable Mayor and Members of the Assembly of the City and Borough of Wrangell,

We, Phillip Mach and John Ester, co-owners of Parcel ID# 03-002-300 at 1054 Zimovia HWY, have petitioned for a rezoning of the parcel from single-family residential to light industrial. We are writing to you today in regards to the ordinance coming in front of the assembly on July 23<sup>rd</sup>, 2024 to amend the zoning map to effect a change to Lot A-2, Torgramsen-Glasner Subdivision from single-family residential to light industrial.

We are applying for the zoning change in order to build and operate a self storage facility on the parcel. This rezoning would be consistent with the character of the immediate area, which contains parcels that are contractually zoned as light industrial. In addition, we know from engagement with local businesses and many community members that there is a high demand for self storage and enclosed boat storage in Wrangell.

We have had site plans made for the potential self storage facility, which are included for your review. The plans include our final vision for the site, which would include three metal buildings with lighting, security cameras, and locked gates. The first phase of the project would be to develop and operate the farthest north building, which contains 10 foot by 20 foot storage units. We plan to build the additional buildings on the site plan as funds become available.

Economic Development Director Kathleen Thomas shared the city's 2012 growth plan showing that the long-term plan for the area was to have the parcels zoned as residential. However, more than 10 years after this plan was published, the city's demand for light industrial property has grown, creating the great opportunity to help grow the city's economy, specifically near town and the harbor. We are confident that our venture has the potential to be an investment into the Wrangell community and provide additional income to the Borough.

The area where this parcel is located is zoned a mixture of commercial, light industrial, and single-family residential. The area contains a trailer park, undeveloped borough land, and single family residences directly along Zimovia Highway. Within close proximity, two lots have already been contractually rezoned to light industrial, one specifically for the same intended use as self storage. Rezoning the parcel in question to light industrial would allow us to invest into the costly development of a self-storage facility with the reasonable expectation of being able to bring in a return on our investment in the long-term.

With our intended use of a professionally-operated enclosed self-storage business, rezoning would not negatively impact the neighborhood. Our ultimate goal is to run a high-level, clean, and quiet storage yard for our customers while placing a high importance on being good neighbors through mitigation efforts including operating hour restrictions, lighting restrictions, and vegetation setbacks.

We thank you for your time and consideration of our petition, and appreciate your continued engagement on this issue.

Sincerely,

John Ester

Phillip Mach

cc: City and Borough Manager Mason Villarma

7631 Shaffer Parkway Unit C  
Littleton, CO 80127  
P: 303.867.1179  
F: 303.948.2059

Building Outlet Corporation

1054 Zimovia Highway

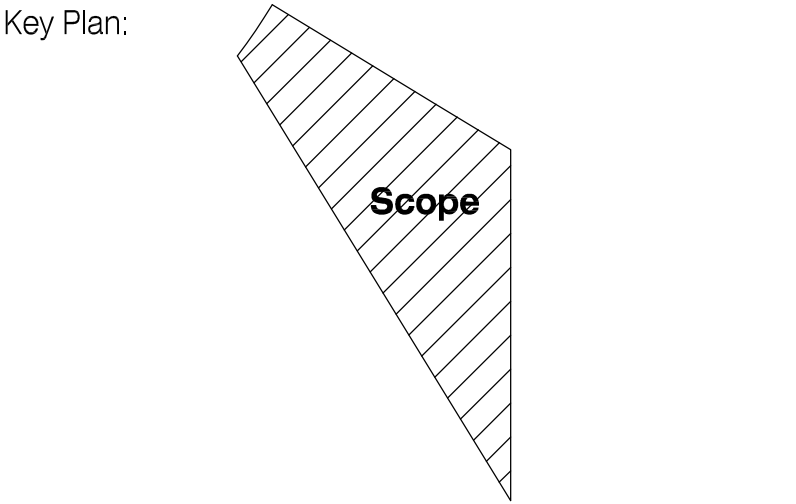
Wrangell Alaska

Address: 1054 Zimovia HWY  
Wrangell AK, 99929

Parcel ID: 03-002-300  
Zoning: To Be Rezoned

Front Setback: 50'  
Side Setbacks: 25'

Issued For:		
No.	Date	Description
1.	07.01.2024	CLIENT REVIEW (NOT FOR CONSTRUCTION)



Project Number:  
**202423**

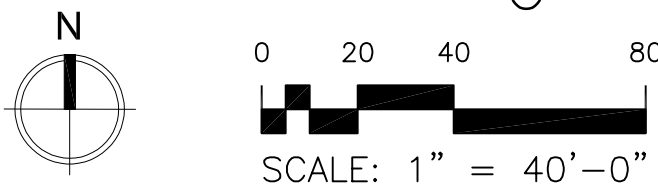
Date:  
**June 04, 2024**

Sheet Title:  
Site Utilization Plan

Sheet Number:  
**AS-01**



Site Utilization Plan



Legend

- A - 10' x 20' Basic: 46
  - B - 10' x 40' Basic: 20
  - C - 14' x 45' Basic: 8
  - D - 14' x 45' Covered Parking Basic: 8
- Site Totals = 82

- Disclaimers:
- Existing building / plat dimensions are approximate and have been recreated to the best of our ability based up information provided.
  - This plan is for design purposes only. All dimensions are approximate and field verification should take place.
  - A pre-submittal plan review should take place with local planning / fire departments.



# CITY AND BOROUGH OF WRANGELL, ALASKA

Item a.



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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	July 23, 2024
	<u>Agenda Section</u>	<b>11</b>

**ORDINANCE No. 1058** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING AND REPEALING-REPLACING CERTAIN SECTIONS OF CHAPTER 2.24 – ABSENTEE VOTING TO ALLOW FOR EARLY VOTING AND ELECTRONIC VOTING, IN THE WRANGELL MUNICIPAL CODE

SUBMITTED BY:

Kim Lane, MMC, Borough Clerk

FISCAL NOTE:

**Expenditure Required:**

**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 checked="" type="checkbox"/>	Attorney
<input type="checkbox"/>	Insurance

ATTACHMENTS: 1. Ord 1058.

**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 1058.**

## SUMMARY STATEMENT:

**EARLY VOTING:** This ordinance is being brought to the assembly to modify the elections section of the Code, essentially to allow for “Early Voting”. What that means is that for the 15 days prior to the election, voters who choose to vote in person (in my office) can do so by voting their ballot and placing it in the tabulator. What does that mean? Well, it means that the Clerk’s office would run the early voting just like election day. Currently, when someone wants to vote early in-person, they will fill out an Absentee Ballot Oath & Affidavit, vote their ballot, insert their ballot into a grey sleeve, place that ballot into the Absentee Ballot Oath & Affidavit, seal it, and then give it to me to keep secure. The new steps for the voter would be to provide identification for me to verify that they are on the official voter register, the voter would then sign the official voter register, vote their ballot and then insert it into the tabulator (just like on election day). On the official voter register (same one that the election workers will be using on election day), I will highlight the early voters name and signature, using a different color than what is used by the election workers, so that the workers will know that the voter voted early. This ensures an additional layer of security so that if a voter “accidentally” comes in and wants to vote on election day and they already voted early, the election worker will see that they already voted!

On the first day of early voting, using the tabulator, I will “open the polls”, using the same process as on election day. When someone comes to vote, they will have the security of knowing that their vote has gone through the tabulator and not just into an envelope for Canvass processing.

*Important.....* The counter on the tabulator will keep track of how many people have voted and I will be able to verify that number by the number of voters that have signed the official voter register AND by the number of ballots used. On election day, the same tabulator will be used, and the start number will of course be those who voted early.

I will maintain registers for Spoiled Ballots, Questioned Ballots (for those who do not appear on the official voter roll), Special Needs (for those who are not able to come in to vote and require a representative to transport their ballot), By-mail, and By-fax. Those ballots will need to be processed by the Canvass Board as normally done.

I have communicated with several other municipalities on this process, and it has been tried and well received. I am very excited to be able to modify this process and offer it to the voters! Some of the communities that are doing this are Fairbanks, Sitka, Kodiak Island Borough, City of Kodiak, and Bethel. Those are just the ones I know about.

Election time is SO exciting. I am so very happy to be able to evolve and change with the times and also, with the voter’s needs.

**ELECTRONIC VOTING:** Currently, a voter can vote electronically, by fax. Voting a ballot by fax is extremely outdated and really does not help the voters who will not be in town but do not have an address for voting by mail. However, I am not suggesting doing away with voting by fax. I am proposing that voting by email be added. I have checked with other municipalities in Alaska and those that I am aware of that allow for voting by email are Kenai, Anchorage, Ketchikan, Haines,

Valdez, Fairbanks, Petersburg and Kodiak... to name a few. I am confident that with this process, we will allow more people the ability to vote in local elections.

CITY AND BOROUGH OF WRANGELL, ALASKA  
ORDINANCE NO. 1058

AN ORDINANCE OF THE ASSEMBLY OF THE CITY AND BOROUGH  
OF WRANGELL, ALASKA, AMENDING AND REPEALING AND  
REPLACING CERTAIN SECTIONS OF CHAPTER 2.24 – ABSENTEE  
VOTING TO ALLOW FOR EARLY VOTING AND ELECTRONIC  
VOTING, IN THE WRANGELL MUNICIPAL CODE

[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 add Amend certain Sections of Chapter 2.24 to renumber the Sections and to add the provision for Early Voting, in the Wrangell Municipal Code.

SEC. 2. Amendment. Chapter 2.24 – Absentee Voting is hereby amended as follows:

**Chapter 2.24**

**EARLY AND ABSENTEE VOTING**

Sections:

2.24.010	Absentee voting permitted.
<del>2.24.020</del>	<del>Application for absentee ballot.</del>
2.24. <u>030</u> 020	Absentee voting – early voting in person.
2.24. <u>040</u> 030	Absentee voting by mail.
2.24. <u>045</u> 040	Absentee voting by <u>[facsimile]</u> fax or email.
2.24.050	Absentee ballots – Replacements.
2.24.060	Absentee ballots – Emergency application.
2.24.070	Absentee ballots – Forwarding to canvass board.

**2.24.010 Absentee voting permitted.**

Any qualified elector of the borough may vote by absentee ballot.

~~**2.24.020 Application for absentee ballot.**~~

~~A person who seeks to vote by absentee ballot may make application to the borough clerk on a blank form to be furnished by the borough clerk for an official ballot, which application shall be made either in person or by, or by facsimile to the borough fax number. An absentee ballot faxed to any other fax number shall not be accepted. The borough form shall include the oath and affidavit of the absentee voter.]~~

SEC. 3. Amendment (Repealed and Replaced). Sections 2.24.030 through 2.24.045 are hereby repealed and replaced in its entirety, as follows:

### **2.24.020 Absentee voting – early voting in person.**

- A. For fifteen (15) calendar days before an election, a qualified voter who meets the requirements set out in this section may vote in the location designated by the borough clerk, to be noticed as required in chapter 2.12 of the Wrangell Municipal Code.
- B. An election official shall verify that the voter's name and residence address appear on the official precinct register and shall require the voter to sign the precinct register. If the voter's name does not appear on the official precinct register, the voter shall be allowed to vote a questioned ballot.
- C. Once the election official has established voter eligibility, the election official shall issue a ballot to the voter.
- D. After the voter has marked the ballot, the voter shall deposit the ballot in the ballot box in the presence of the election supervisor or other election official unless the voter requests the election supervisor or other election official to deposit the ballot on the voter's behalf. The tabulation of early voting ballots may not begin before 8:00 p.m. on election day.
- E. Prior to the election, the borough clerk shall mark the precinct registers of those voters who voted early or give to the election board in the voter precinct a list of voters from the precinct who have voted early. If the voter who voted an early ballot returns to the voter's precinct on election day, the voter may not vote a regular ballot but may vote a questioned ballot.

### **2.24.030 Absentee voting by mail.**

- A. Beginning January 1<sup>st</sup> of each election year, a qualified voter may apply for an absentee by-mail ballot with the borough clerk. The application shall be furnished by the borough clerk. A complete application must be received by the borough clerk not less than seven days before an election. The application shall include the address where the absentee ballot shall be mailed, the applicant's full local residence address where the absentee ballot shall be mailed, the applicant's full local residence address, a voter identifier (such as a voter identification number, last four digits of social security number, or date of birth), and the applicant's signature.
- B. After receipt of an application, the borough clerk or designee shall verify the applicant is a qualified voter, and once verified, shall send the absentee by-mail ballot, instructions, and return envelope to the applicant by at least first-class mail. The ballot and materials shall be sent as soon as they are ready for distribution. The return envelope sent with the materials shall be addressed to the borough clerk. The absentee by-mail voter is responsible for postage.
- C. The voted absentee by-mail ballot must be delivered to the borough clerk or an election official before polls close on election day or postmarked on or before election day and

received by the borough clerk no later than 12:00 p.m., Alaska time, the Thursday immediately following the election. Ballot envelopes received after that time shall not be opened but shall be marked “invalid” with the date of receipt noted thereon and shall be preserved with other ballots of the election.

- D. The borough clerk shall maintain a record of the name of each voter to whom an absentee by-mail ballot is sent. The record must list the date on which the ballot is mailed and the date on which the ballot is received by the borough clerk. Prior to the election, the borough clerk shall mark the precinct registers of those voters who voted by mail. If a voter who was issued an absentee by-mail ballot by mail returns to the voter’s precinct on election day, the voter may not vote a regular ballot at the polling place unless the voter first surrenders to the election board the absentee ballot that was issued to the voter. If the voter does not have the absentee by-mail ballot to surrender, the voter may vote a questioned ballot. Surrendered absentee by-mail ballots collected by the election board shall be returned to the borough clerk.

#### **2.24.040 Absentee voting by [facsimile]fax or email.**

- A. Beginning January 1<sup>st</sup> of each election year, a qualified voter may apply for a ballot to be sent by fax or email. The application shall be furnished by the borough clerk.
- B. Any request received at least ten days before election day shall be processed; requests received after this time may be processed subject to the availability of staff and resources. Absent uniformed services voters or an overseas voter may apply at any time so long as the faxed ballot or emailed ballot is received by 4:00 p.m. Alaska time on the day before election day.
- C. The borough clerk shall not satisfy requests received after 4:00 p.m. Alaska time on the day before the election for which the ballot is sought.
- D. In order to receive a ballot, the request by the qualified voter must include on their application:
1. The applicant's first, middle, and last name and their residence address;
  2. The Alaska residence address of the voter, other than an overseas voter qualifying under AS 15.05.011;
  3. The method for receiving the ballot by electronic transmission;
  4. The information necessary for the voter to receive the ballot by electronic transmission;
  5. The voter's signature;
  6. A telephone number where the voter can be contacted;
  7. A form of identification. The form of identification provided must be the voter's:
    - a. Voter registration number;
    - b. Last four digits of the voter's social security number;
    - c. Date of birth;
    - d. Alaska driver's license number; or
    - e. Alaska State identification number; and

8. Acknowledgement that a marked or unmarked ballot sent by fax or email is less secure than a ballot cast by mail or in person, and acceptance of this risk by acknowledging the following statement on the application:

“I understand and agree that by using fax or email transmission to return my marked ballot, I am voluntarily waiving my right to a secret ballot to the extent necessary to process my ballot.”

- E. Ballots will be electronically transmitted to the borough clerk, as stated in the application. Ballots that are mailed shall be handled according to Section 2.24.030.
- F. Ballots received by fax or by email shall be stored in a secure location by the borough clerk and processed by the canvass board.
- G. Deadlines for returning ballot.
  1. *Return by mail.* The voter shall mark the ballot on or before the date of the election and shall use a mail service at least equal to first class and mail the ballot not later than the day of the election to the borough clerk. The ballot may not be counted unless it is:
    - a. Postmarked on or before election day and received borough clerk no later than 12:00 p.m., Alaska time, the Thursday immediately following the election.
  2. *Return electronically.* A voter who returns the ballot by fax or email must comply with the same deadlines as for voting in person on or before the closing of the election.
    - a. Voted ballots received by fax or email no later than 8:00 p.m. on election day are timely.
- H. Processing of completed faxed or emailed ballots.
  1. When a completed ballot is received by fax or email, the borough clerk or election official will note the date of receipt on the fax or email ballot application and, if the ballot is received on election day, the time of receipt.
  2. Ballots returned by fax or email with a missing or mismatched signature shall be processed in accordance with 2.28.040.
  3. The borough clerk shall mark faxed and emailed ballots on the official voter register. A ballot transmitted by fax or email shall be processed in the following manner:
    - a. The borough clerk will transfer the information from the electronically transmitted ballot to the official absentee ballot for the purpose of counting by optically scanned tabulation. The deputy clerk or another member of

borough staff shall witness and attest to the accurate transfer of information. The official absentee ballot and the printed copy of the electronically transmitted ballot shall be placed in a secrecy sleeve.

- b. The borough clerk shall seal the secrecy sleeve in an outer envelope of the type used for absentee ballots returned by mail and seal the envelope.
- c. The borough clerk shall attach the voter identification portion to the outer envelope.
- d. The borough clerk shall place the sealed envelope in a secure location for the canvass board to process.

Faxed and emailed ballots shall be processed using the procedure above, even though this procedure may reveal to one or more election officials the manner in which a particular voter cast his or her ballot. However, it shall be unlawful to display a ballot transmitted by fax or email in a manner revealing the way in which a particular voter cast his or her ballot to any person other than the borough clerk or an election official.

SEC. 4. 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. 5. Classification. This ordinance is of a permanent nature and shall be codified in the Wrangell Municipal Code.

SEC. 6. Effective Date. This ordinance shall be effective upon adoption.

PASSED IN FIRST READING: June 25, 2024

PASSED IN SECOND READING: \_\_\_\_\_, 2024

\_\_\_\_\_  
Patricia Gilbert, 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>	July 23, 2024
	<u>Agenda Section</u>	<b>11</b>

RESOLUTION No. 07-24-1873 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, APPROVING THE AMENDED FEE AND RATE SCHEDULE FOR THE HARBOR AND PORT FACILITIES DEPARTMENT AND PROVIDING FOR AN EFFECTIVE DATE

SUBMITTED BY:

Mason Villarma, Borough Manager

FISCAL NOTE:

**Expenditure Required:**

**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: 1. RES 07-24-1873. 2. Proposed Fee & 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. 07-24-1873.

**SUMMARY STATEMENT:**

At the June 25<sup>th</sup> Assembly Meeting, the Assembly expressed their desire to bring the Fee and Rate Schedule back to the assembly for consideration to remove the previously approved action of increasing the Annual Reserved Moorage rates by 3%. This resolution provides for the 3% rate decrease for annual stall rent.

Additionally, the Borough is bringing forward a change to the cruise ship water rate and is proposing to revert rates back to the FY24 rate schedule. In an effort to provide advanced notice and be accommodating to cruise lines, the Borough is proposing to postpone rate increases impacting the visitor industry until the summer tour season has ended.

All Fee and Rate amendments must come before the assembly in the form of a Public Hearing.

If approved, this Resolution will be effective as of July 1, 2024.

## CITY AND BOROUGH OF WRANGELL, ALASKA

RESOLUTION No. 07-24-1873

A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, APPROVING THE AMENDED FEE AND RATE SCHEDULE FOR THE HARBOR AND PORT FACILITIES DEPARTMENT AND PROVIDING FOR AN EFFECTIVE DATE

**WHEREAS**, a Public Hearing shall be held on the resolution that requests changes to the Fees and Rates Schedule; and

**WHEREAS**, the Borough Assembly has determined that the Annual Reserved Moorage fee, previously approved by Resolution 04-24-1858 should be amended to provide relief for harbor users; and

**WHEREAS**, Resolution 04-24-1858 provided a 3% increase to the Annual Reserved Moorage fees; and

**WHEREAS**, this Resolution will amend the fee and rate schedule to remove the previously approved Annual Reserved Moorage 3% increase; and

**WHEREAS**, Borough Administration also identified the need to postpone rate increases for cruise ship water charges; and

**WHEREAS**, the cruise ship water charges should be postponed for the purposes of providing sufficient notice to cruise ships; and

**WHEREAS**, rates impacting the cruise ship industry will be reevaluated in the fall of 2024; and

**WHEREAS**, no other changes are being recommended to the Borough Wide Fee and Rate Schedule at this time.

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

**Section 1.** The Borough Assembly held a Public Hearing on July 23, 2024, on the proposed Fee and Rate Schedule amendment.

**Section 3.** The attached amended fee and rate schedule for the Port & Harbor Facilities Annual Reserved Moorage and Commercial Passenger Vessel Potable Water Fees shall be in effect until amended.

**Section 4.** The attached Agenda Statement includes the amended fees and rates schedule for Port & Harbor Facilities Annual Reserved Moorage.

**Section 5.** This resolution shall be effective as of June 30, 2024.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY & BOROUGH OF  
WRANGELL, ALASKA THIS 23rd DAY OF July 2024

\_\_\_\_\_  
Patricia Gilbert, Borough Mayor

ATTEST: \_\_\_\_\_  
Kim Lane, MMC, Borough Clerk

## HARBOR AND PORT FACILITIES

Category	Description of Rate/Fee Type	Basis	Rate
	<b>Daily Moorage - Invoiced</b> (per foot) *Invoiced on a Monthly Basis	All Vessel Sizes	\$1.50 per foot
	<b>Designated Bow Tie Skiff Zone</b>	flat fee per month	\$40.00
	<b>Monthly Moorage</b> (per foot)	Live Aboards (monthly)	\$100.00
		Monthly (All Vessel Sizes)	\$6.50 per foot
		3-month Prepaid (All Vessel Sizes)	\$6.00 per foot
<b>Reserved Moorage</b>	<b>Annual Moorage</b> (per foot)	0-30 feet	<del>\$35.37</del> \$34.34
		31-55 feet	<del>\$41.69</del> \$40.48
		56 feet and up	<del>\$48.02</del> \$46.62
		Wait List Deposit	\$50 for each reserved slot
<b>Customer Service Moorage</b>	<b>Wait List Deposit</b>	Each	\$55.55
	<b>Annual</b>	N/A	1.5x the annual moorage rate
<b>Electric Utility Service</b>	<b>Daily Utility Service</b> (by amp size)	20 amp 120 v	\$5.67
		30 amp 120 v	\$9.07
		50 amp single phase	\$11.33
		50 amp 3 phase	\$31.21
		100 amp 3 phase	\$56.66
<b>Outside Dock Face Moorage</b>	<b>Daily Outside Moorage</b> (per foot)	00 – 99 feet	\$ 1.37
		100 – 199 feet	\$ 1.77
		200 – 299 feet	\$ 1.98
		300 – 499 feet	\$ 2.27
		500 – 599 feet	\$ 2.67
		600 feet and up	\$ 3.04
<b>Inside Dock Face Moorage</b>	<b>Daily Inside Moorage</b> (per foot)	00 – 99 feet	\$ 1.37
		100 – 199 feet	\$ 1.77
		200 – 299 feet	\$ 1.98
		300 – 499 feet	\$ 2.27
		500 – 599 feet	\$ 2.67
		600 feet and up	\$ 3.04
<b>Barge Ramp Facility</b>	<b>Daily</b> (per lineal foot)	Per foot (\$500.00 minimum)	\$ 2.22

<b>Barge Ramp Facility</b>	<b>Beach Landing</b> (per lineal foot)	Per foot (\$25.00 minimum)	\$ 0.11
<b>Wharfage</b>	<b>General cargo</b>	Per ton	\$ 2.78
	<b>Vehicles</b>	Per ton	\$ 2.78
	<b>Explosives</b>	Per ton	\$ 6.94
	<b>Lumber</b>	Per thousand milled board	\$ 1.11
	<b>Empty containers</b>	Each	\$ 4.17
	<b>Less than 500 tons of Sand and Gravel</b>	Per ton	\$ 1.11
	<b>500 to 1500 tons of Sand and Gravel</b>	Per ton	\$ 500 + (0.20/ton for each ton over 500)
	<b>Greater than 1500 tons of Sand and Gravel</b>	Per ton	\$ 800 + (0.05/ton for each ton over 500)
<b>Storage</b>	<b>Outside Storage</b>	Per foot	\$ 0.57
<b>Gridiron</b>	<b>Daily Use</b>	Per foot	\$ 1.13
<b>Launch Ramp</b>	<b>Daily Fee</b>	Per Launch	\$ 12.00
	<b>Annual Permit w/ stall</b>	Flat fee	\$ 28.00
	<b>Annual Permit w/out stall</b>	Flat fee	\$ 55.00
<b>Parking</b>	<b>No charge - Parking limitations to be enforced by Wrangell PD</b>		
<b>Harbormaster Services</b>	<b>Replace Mooring Lines</b>	\$10 plus the cost of the line	
	<b>Skiff Rental w/Personnel</b>	Per hour (minimum of 1	\$ 198.31
	<b>Pumping</b>		\$25/per pump + Labor
	<b>Labor</b>	Labor costs will be the actual costs of the employee. They will include wages and employee costs. Overtime and callout rates may also apply.	
	<b>Raising of Boats</b>	\$175 plus cost of materials and professional services	
<b>Water Rates</b>	<b>Commercial and Industrial Water</b>	See WMC 15.04.640	
<b>Hoists</b>	<b>Use of Hoists</b>	Per hour (Billed in 10min intervals)	\$ 30.00
<b>Sea Plane Floats</b>	<b>Day Pass</b>	Per day	\$ 5.83
	<b>Monthly Pass</b>	Per month	\$ 116.66
	<b>Annual Permit (reserved)</b>	Per year	\$ 489.95
<b>Impoundment Fee</b>	<b>Impounded vessel, vehicle, float, etc.</b>	Per impound	\$ 400.00
<b>Summer Float Use</b>	<b>Transient Moorage</b> (per foot)	0 - 80 feet	\$ 0.77
		81 feet and up	\$ 1.13
<b>Passenger Vessels Motorized</b>	<b>Daily</b>	Per departure	\$ 11.33
	<b>Monthly</b>	Per foot /month	\$ 2.27
	<b>Annual</b>	Flat Rate	\$ 453.29
<b>Port Development Fees</b>	<b>Daily</b>	120 - 499	\$ 2.27
		500 and up	\$ 2.69
<b>Lightering Fee</b>	<b>60 percent of applicable dockage and port fees</b>		
	<b>Travel Lift Haul Out Rate</b> (per foot)	0 - 40 feet	\$ 15.92
		41 - 58 feet	\$ 17.51
		59 - 75 feet	\$ 18.98
		76 - 90 feet	\$ 21.90
		91 - 120 feet	\$ 24.81
		121 - 140 feet	\$ 27.75
		141 feet and up	\$ 30.24
	<b>Travel Lift Minimum</b> (Hourly Rate)	150-ton per hour use	\$ 420.20
		300-ton per hour use	\$ 700.33
	<b>Environmental Fee</b>	Per foot	\$ 1.16

<b>Marine Service Center Rates and Fees</b>	<b>Short Term Monthly Storage</b>	Per square foot/per month	\$ 0.95
	<b>Long Term Monthly Storage</b>	Per square foot/per month	\$ 0.65
	<b>Long Term Monthly Storage</b>	Per square foot/per month	\$ 1.26
	<b>Inspection Hoist Fee</b>	First 2-hours: 60 percent of haul out rate	
	<b>Hydraulic Trailer Fee</b>	Round trip	\$ 12.21
		One-way (per foot)	\$ 6.11
		Minimum Fee	\$ 291.81
		Off-site Transportation	
		Long-term Storage Reservation Fee	\$ 116.72
	<b>Business Lease Rates</b>	***The marine service center business lease rates are	
<b>Port Security Personnel</b>	<b>Cruise Ship Security Personnel</b>	Per Stop	\$ 600.00
<b>Meyers Chuck</b>	<b>Transient Moorage (per foot)</b>	Daily - Invoiced	\$ 0.50
		Monthly	\$ 2.00
	<b>Reserved Moorage (Per foot)</b>	Annual	\$ 14.00
<b>Commercial Passenger Vessel Wharfage</b>	<b>Passenger Wharfage Fees</b>	Upon tie-up	*\$7.00 per person
		For lightering	*\$5.00 per person
<b>Commercial Passenger Vessel Potable Water Fees</b>	<b>water Fees by vessel Length (Each Servicing)</b>  *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	199 feet or less	\$ 66.66
		200 to 299 feet	\$ 133.32
		300 to 399 feet	\$ 199.98
		400 to 499 feet	\$ 266.64
		500 to 599 feet	\$ 399.96
		600 to 699 feet	\$ 533.28
		700 to 799 feet	\$ 666.60
		800 to 899 feet	\$ 799.92
		900 to 1,100 feet	\$ 933.24

end of section

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	July 23, 2024
	<u>Agenda Section</u>	<b>13</b>

Approval to Cancel the Existing Loal Contractor's Policy and continue to follow the Wrangell Municipal Code, Chapter 5.10 Purchases and Sales

SUBMITTED BY:

Mason Villarma, Borough Manager

FISCAL NOTE:

**Expenditure Required:** \$XXX Total

Fiscal Year (FY): 24-25	Amount: N/A
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**Amount Budgeted:**

N/A

**Account Number(s):**

N/A

**Account Name(s):**

N/A

**Unencumbered Balance(s) (prior to expenditure):**

N/A

Reviews/Approvals/Recommendations

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

ATTACHMENTS: 1. Existing Contractor's Policy

**RECOMMENDATION MOTION:**

Move to Approve cancelling the Local Contractor's Policy and continue to follow the Wrangell Municipal Code, Chapter 5.10 Purchases and Sales.

## SUMMARY STATEMENT:

The CBW's Local Contractor Policy was established in 2015 as a means to:

1. Create a list of all qualified contractors that want to work for the city;
2. Create a system in which Borough work rotates through the various eligible contractors;
3. Create a system that is simple enough to be managed without having to hire additional personnel and without putting an excess burden on existing staff.

The Office of the Borough Clerk was identified as the managing office of this policy and all departments coordinated their contractor needs through the list of contractors, on a rotating priority based on the construction work's discipline. Management of the Contractor Policy was later shifted to the Capital Facilities Department.

Administration has, for some time, desired to have the policy reviewed for updates and modifications to make the program more equitable to contractors and to serve it the best interest of the Borough, i.e. the public. A few concerns with the policy as written are:

- This policy language restricts the WMC 5.10.050 - When competitive bidding or quotations are not required. Policy should not further restrict a municipal code outlining procedures for procurement. The policy's procurement code conflict is with Wrangell Municipal Code, Chapter 5.10 Purchases and Sales, Subsection A., which states:

*Purchases of, or contracts for, supplies, materials, equipment, contractual services, or public improvements whose cost does not exceed \$20,000 in a single transaction may be made on the open market without competitive bidding or quotations; provided, that such purchases or contracts are for budgeted items or items previously approved by the assembly.*

- In November 2019, we held a public meeting with the assembly present and invited local contractors to discuss the merits of the local contractor policy.

There was contractor concern over the disparity of labor rates per hour between contractors performing the same service, i.e. one contractor charges \$85/hour for a journeyman electrician, while the next electrical firm charges \$105/hour for a journeyman electrician and \$80/hour for an electrical apprentice. Similarly, a journeyman carpenter for a local General Contractor has an hourly rate of \$90, while a local Handyman business has an hourly rate of \$150.

The way the policy language is drafted now allows each contractor to set their own hourly rate with no limit identified. If the policy is to continue, we need to determine an approach to this issue to maintain equity in payment for similar licensures and services performed.

- The policy at one time garnered interest from a number of local contractors. Overtime, contractors have lost interest in participating in this program and to date we have only two electricians, two civil contractors, one general Contractor, and one handyman (limited in scope of work they can perform). This loss of interest, coupled with the reality that the

community contractor pool has become small and those contractors who are viable have schedules such that they are not readily available for public work, further limits the Borough's ability and flexibility to hire local contractors to perform the work needed.

## City and Borough of Wrangell

### Policy to hire local contractors when a formal bid is not required

The City and Borough of Wrangell will create a pool of qualified local contractors which can be hired by the city when needed. The purpose of the pool is to be sure contractors hired qualify and to be sure that all contractors that qualify are given an equal opportunity to participate in work that the city hires out. The Borough Clerk will annually advertise in the paper for interested contractors to sign up and provide the necessary paperwork to be put on the list.

#### Definitions:

- Contractor : A contractor for the purpose of this policy is someone that routinely does work related to constructing, altering, repairing, moving or demolishing a building, road, underground utilities and all of their subcomponents such as earthwork, electrical, plumbing, and mechanical.
  - Local: It is someone who has a business located in Wrangell and routinely works in Wrangell and pays sales tax in Wrangell as part of their business.
  - General Contractor: "general contractor" means a contractor whose business operations require the use of more than three trades or the use of mechanical or specialty contractors and subcontractors who are under the supervision of the contractor.
  - "Specialty Contractor" means a contractor that is licensed by the State of Alaska to do work that requires the use of not more than three trades. For the purposes of this policy, this could include, but not limited to earthwork, utilities, electricians, plumbers and mechanical contractors.
1. To qualify, a contractor must provide the following no less than annually:
    - A. Proof on Liability Insurance in the amount of \$1,000,000 for their business in which the borough work will be conducted. The borough will be required to be named as an additional insured. The additional insured provision can be waived to participate and have the contractor listed. However, once the contractor is hired, they will be required to provide the borough with an insurance policy showing the borough as an additional insured. Proof of Workers Compensation if there are employees doing any of the work or as required by state law.
    - B. Current Contractors license listing areas of expertise that the contractor is licensed to do work in.
    - C. Current State of Alaska Business License.
    - D. Must be current with City and Borough of Wrangell Sales Tax Returns.
    - E. If the State or City require some other license or specific training to do particular types of work, those documents must also be provided.
    - F. Contractor will submit rates for the various services they provide. If this involves rental rates for equipment or other items, rates need to be included for each item rented. Rates need to be on file at the time the city asks for work to be done or if a quote is request at the time the quote is submitted.

- G. The required documentation can be submitted at any time to be put on the list.
- H. Contractors are welcome to update information at any time.

The Borough Clerk will maintain a master list of qualified contractors:

- All documentation will be delivered to the Borough Clerk.
- The Borough Clerk will also require at this time for the contractor to sign a basic work agreement for any work that may be done by the contractor in the future.
- The clerk will manage the master list which will be sorted by the type of work each contractor does. The list will have all of the contact information and there will have the priority list on which contractor will be called first.
- Rules to apply in the selection process:
  1. The clerk will manage the list as it will need to be in a centralized location.
  2. A department head would turn in a request for a certain job to be done, the time period it needs to be done in and the type of contractor that would qualify to do the job.
  3. The clerk would go to the list and provide the name of the next person on the list with the skill set to do the job to the department head.
  4. If the contractor accepts the job, a work order would be issued that would have the job description, an estimate of the cost of the job and the time period in which the job would be required to be completed. The contractor would then go to the bottom of the list.
  5. If a contractor is contacted for work and is unable to do the work for any reason, the contractor would go to the bottom of the list.
  6. Department Heads will be required to fill out a deficiency assessment form if the contractor does one of the following:
    - Work is not completed in the time period required.
    - Quality of Work was done in an unacceptable manner and the contractor was not willing to correct deficiencies within the original cost and within a reasonable period of time.
    - The cost of the job ends up substantially more without justification that additional work had to be done or some other explanation why the price was different than originally agreed upon.
    - Other deficiencies with the project.
  7. If a contractor gets two deficiency assessments on three different jobs, they may be removed from the list during the current year unless circumstances beyond their control contributed to the issues and those circumstances can be documented.
  8. If a contractor has not finished a project that is beyond the accepted date, no further work will be assigned until that project is finished. This can be waived if it is an emergency situation as described below under special circumstances.

Special Circumstances where a department heads does not have to use the next person on the list:

- In the case of an emergency where time is of the essence and a delay would result in loss of life, damage to property, public health or some other reason where it is urgent, a department head may call the next contractor on the list who is approved to do the work. If this is done, the department head must submit an after the fact work order to the clerk. A list will be e-mailed

each Friday to the department heads showing the next contractor on the list which they will use if there is any emergency work on a weekend.

- Since the list is to be managed by the clerk, there are times during hours that someone may need to be hired in off hours and the department head will hire who he believes is next on the list. He will check in with the clerk after the fact and the person who was hired will go to the bottom of the list.
- There may be a situation that the department head feels that there is an area that extensive experience or training is necessary and the importance of the task warrants choosing the most qualified even though others are listed for that service. The department head needs to have very sound reasoning before this is allowed and the Borough Manager shall be required to approve the request.
- In the event a specialty contractor is needed that is not on the list, the city is not required to assign work to a general contractor that would then turn around and sub-contract the work out. A specialty contractor chosen that is not on the list would have to provide proof of insurance with the city named as an additional insured and other requirements in this document. Once the specialty contractor is hired and their paperwork requirements submitted, they would be added to the list for the remainder of the calendar year.

#### **Monetary Thresholds for hiring contractors:**

Currently, the Wrangell Municipal Code allows amounts below \$10,000 to be purchased without bidding, quotes or other means of some selection process. Work required that is over \$10,000 and less than \$25,000 require at least 3 written quotes. Work over \$25,000 requires the city to advertise and receive sealed bids.

The purpose of this policy is to further restrict the ordinance for work less than \$10,000. The ordinance for work over \$10,000 will continue to work as is.

#### **Policy to be adopted:**

1. The list will be used to solicit written quotes between \$5,000 and \$10,000 where everyone on the list will receive an offer to submit a quote with a reasonable length of time to respond. Late responses will not be considered. The low bidder will not be penalized on the on-call list by moving by them down the list.
2. Any items where the price is expected to be less than \$5,000 are not required to solicit quotes. Those items will automatically go into the process of providing it to the next contractor listed assuming they can do the job in the time required and meet all other requirements.
3. If it is in the best interest of the city to phase a project in, each phase of the project will be treated as a separate project and the selection of a contractor will be chosen as if each phase was a new project.
4. When quotes are requested, the clerk will receive the quotes and notify the department head who to contact for the job. The clerk will scan and e-mail the quotes to all of those that submitted quotes.

#### **General Statement:**

It is the intent of the above process to provide a system where all local contractors or renters of equipment be given an equal opportunity to participate in work for the borough. It is also the intent of the above policy to provide a list of contractors that are licensed, insured and qualified to do the various work required by the city. Lastly, this policy is intended not only to provide a uniform process to promote equity among local qualified contractors, but also to promote getting the best product at the most competitive price for the borough. This policy may be updated if portions of the policy are ineffective or inefficient, we will recommend the necessary changes as they happen. In addition, the Borough Clerk, Borough Manager and the Department Heads will review the policy annually. Any changes to the policy will require Borough Assembly approval.

The Borough reserves the right to make changes to this document with Assembly Approval when it believes it is in the best interest of the borough to do so.

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	July 23, 2024
	<u>Agenda Section</u>	<b>13</b>

Approval of Amendment 5 to the Professional Services Agreement with DOWL for the Water Treatment Plant Improvements Design in the amount of \$405,639

SUBMITTED BY:

Amber Al-Haddad, Capital Facilities Director

FISCAL NOTE:

**Expenditure Required:** \$405,639

FY 24: \$	FY 25: \$405,639	FY26: \$
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Reviews/Approvals/Recommendations

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

ATTACHMENTS: 1. DOWL Proposal for Construction Administration and Inspection Services Amendment 5 dated July 12, 2024

**RECOMMENDATION MOTION:**

Move to approve Amendment 5 to the Professional Services Agreement with DOWL for the Water Treatment Plant Improvements Design in the amount of \$405,639.

**SUMMARY STATEMENT:**

The Borough entered into an engineering design services contract with DOWL (Engineers) who are the engineers of record for the Water Treatment Plant Improvements project and amended the

contract to include the necessary scope of work of the Construction Administration and Construction Inspection services. At the time of approving amendment 4 to add these services, discussion took place regarding the lack of special inspections in that amendment since those inspections had not been fully vetted at that time. Administration notified the Assembly that a future amendment would be required to add special inspection services, as well as the possibility of services rendered for providing a Resident Inspector to oversee the onsite work of the contract.

DOWL's fee proposal before you includes the special inspections identified to date. DOWL's fee proposal for these added services is in the amount of \$405,639 as a lump sum, not to exceed price structure, as required by USDA and by EDA. This total includes \$46,445 for concrete and bolt inspections, \$109,530 for equipment/controls system integration (with an itemized add-on in the amount of \$17,820 for integrating the Wastewater equipment/controls into the same system), and \$231,844 for four months of Resident Inspector services by a seasoned water/wastewater process engineer.

Administration did not earlier recommend accepting the cost of procuring the services of a Resident Inspector through DOWL for the entire duration of the project; therefore, the Capital Projects Department have utilized our Construction & Facilities Manager staff as the full time Resident Inspector for this project to date, and he has been providing excellent oversight of the project. With thoughtful attention to the budget and the critical needs of the project, administration is recommending now to have the water process piping and instrumentation phases of the work overseen by a Resident Inspector with experience in this scope of work as it is critical to the success of the operation of the new treatment plant.

Administration recommends approving Amendment 5 to the existing PSA with DOWL in the amount of \$405,639 for Special Inspections and four months of Resident Inspector services for the Water Treatment Plant Improvements project. Of that amount, \$387,819 is proposed to come from the project funding secured to date, and the \$17,820 for integrating the Wastewater equipment/controls into the SCADA system will come from the Sewer Fund operating budget for Professional Services.



July 12, 2024

Ms. Amber Al-Haddad  
Capital Facilities Director  
City and Borough of Wrangell  
P.O. Box 531  
Wrangell, AK 99929

Subject: Proposal for Engineering Services- Amendment 5  
City and Borough of Wrangell Water Treatment Plant Improvement Project

Dear Ms. Al-Haddad:

On December 5, 2024 DOWL executed Amendment 4, which increased our Scope of Services and budget to include Contract Administration for the subject project. Amendment 4 excluded Specialty Inspection services, system integration, and any form of resident inspection services. Amendment 5 seeks to amend our Scope of Work and Budget to include the following:

- Specialty Inspection services provided by R&M Engineering Ketchikan
- Anchor bolt inspection by QA Services
- System Integration Services by Alaska Automation
- Additional Contract Administration by DOWL
- Resident Inspection by DOWL

## **ADDITIONAL SCOPE OF WORK**

DOWL proposes to add the following phases for this additional Scope of Work:

### ***PHASE 6- Specialty Inspections***

As a sub-consultant, R&M Engineering Ketchikan will provide on-site inspection of the following:

- Site Density Testing
- Concrete Testing
- Rebar Inspection

As a sub-consultant, QA Services will provide “arbitration inspection” of the Pre-Engineered Metal Building (PEMB) anchor bolt tightening. This is a service that is provided retroactively on bolts that have already been installed.

As of July 1, 2024, R&M Engineering Ketchikan has invoiced \$29,000 for services to DOWL. Based on the anticipated additional concrete work, DOWL is projecting another \$6,000 of support services. DOWL and CBW agree to amend the contract again based on R&M final billing.

For a detailed breakdown of these two sub-consultants scope of work, please see the attachments.

### ***PHASE 7 – Systems Integration***

Alaska Automation Services (AKA) will provide the following services:

- System Coordination and Supervision
- Network Architecture Development
- Panel Commissioning and PLC Integration
- SCADA Programming
- VFD Commissioning
- Temporary Programming during Transition
- System Training
- SCADA O&M Manual
- Software Procurement and Installation
- Post-Completion SCADA Improvements for one year
- Onsite Commissioning and Inspection

AKA will also provide integration of the existing wastewater SCADA (WinCC) to the new comprehensive SCADA.

This phase is broken into two tasks; the water plant integration (7A) and the migration of the existing wastewater SCADA to the new comprehensive SCADA (7B). This is structured to provide separate accounting for the Borough's different funding streams.

### ***PHASE 8 – Resident Inspector***

DOWL will provide a resident inspector for a period of fourteen weeks which will encompass the activities listed below. DOWL proposes Bob Lundell, PE, as the primary inspector. DOWL will provide alternate inspectors, if needed, to provide relief for Bob.

- Tie-in Point 4 (the insertion valve and sliplining Tie-in Point)- projected to begin August 28
- Process Piping Installation- October-December
- Setting of the filter tanks and other major treatment and pumping system components

From MCG's June 2024 schedule, we assume these activities will take place between August 28-December 15, 2024. We assume the following:

- 14 weeks on-site RI services, averaging 60 hours/week
- Federal Per Diem Rates
- The Borough will provide a vehicle
- \$2,500/month for lodging

### **BUDGET AMENDMENT**

We propose to add Phases 6, 7A, 7B, and 8 to our existing contract. These proposed services would be provided on a Lump Sum Basis as shown below.

Table 1: Proposed Fee

Phase	Contracted Fee	Additional Fee	Proposed Total Fee
1A- 35% Design	\$285,768		\$285,768
1B- Survey	\$31,405		\$31,405
1C- Geotechnical Investigations	\$23,483		\$23,483
2A- 65% Design	\$387,816		\$387,816
2B- 95% Design	\$355,389		\$355,389
2C- IFC Design	\$106,695		\$106,695
3A- Bidding Assistance	\$20,379		\$20,379
4- AWC Shop Drawing	\$217,956		\$217,956
5- Construction Administration	\$627,863		\$627,863
6- Specialty Inspections	\$0	\$46,445	\$46,455
7A- System Integration	\$0	\$109,530	\$109,530
7B- Wastewater Integration	\$0	\$17,820	\$17,820
8- Resident Inspector	\$0	\$231,844	\$231,844
<b>GRAND TOTAL</b>	<b>\$2,210,954</b>	<b>\$405,639</b>	<b>\$2,616,593</b>

## CONCLUSION

This amendment does not change the schedule or deliverables. This is a Lump Sum proposal based on funding agency requirements. DOWL will track inspections and integration and if services delivered differ from the stated assumptions, we will seek an additional amendment. DOWL continues to support executing these services on a Time and Materials basis, recognizing the construction schedule is not within our control, and there could be a significant cost savings if less RI services are needed, and/or if the Borough can provide lodging. A deviation in assumptions will require an amendment.

We understand time is of the essence and the DOWL team is already working on this amended scope of work. We are grateful for CBW's perseverance in moving this project forward.

Please do not hesitate to contact us with questions.

Sincerely,  
DOWL



Chase A. Nelson, P.E.  
LLC Member/Project Manager

**Brent Farr**  
Digitally signed by Brent Farr  
Date: 2024.07.12 12:15:43 -07'00'  
Brent Farr, P.E.  
Water Practice Area Leader

Attachments:  
DOWL Fee Proposal Spreadsheet and Sub-consultant Fee Proposal Spreadsheets

COST ESTIMATE PER TASK												
FIRM: DOWL				PROJECT TITLE: Wrangell Water Treatment Plant Improvements								
TASK NO.		TASK DESCRIPTION: Special Inspections				PREPARED BY: CAN				DATE: 7/		Item b.
GROUP		METHOD OF PAYMENT: FP <input checked="" type="checkbox"/> FPPE <input type="checkbox"/> T&E <input type="checkbox"/> CPFF <input type="checkbox"/>				REVIEWED BY: EMV/BF						
SUB-TASK NO.	SUB-TASK DESCRIPTION	LABOR HOURS PER JOB CLASSIFICATION										
		PM C. Nelson	Const. PM E. Voorhees	Document Manage B. Mjos	Field Rep.		Water Tech Lead S. Bradley	CAD G. Platt	Accounting S. Ballon	Struct Eng. - M. Mettler		TOTAL
	R&M Management	8							4			12
	QA Services Management	3							2			5
												0
TOTAL LABOR HOURS		11	0	0	0	0	0	0	6	0		
* LABOR RATES (\$/HR)		\$235.00	\$215.00	\$140.00	\$180.00	\$240.00	\$180.00	\$90.00	\$155.00	\$185.00		
LABOR COSTS (\$)		\$2,585.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$930.00	\$0.00		\$3,515.00
EXPENSES												
SUB-TASK NO.	ITEM(S)				QUANTITY	TOTAL PRICE	<b>COMMENTS &amp; ASSUMPTIONS:</b> - On-site observation for a total of 14 weeks spread over 4 months. While on-site, it is assumed, RPR will work 60 hours. -Bob Lundell will be primary RPR. -Vehicle will be provided by CBW  *Also see assumptions included in scope of services letter.					
	Airfare: Anchorage-Wrangell (\$900 RT)				0	\$0.00						
	Per diem (\$108/day)				0	\$0.00						
	Lodging (\$3000/month)				0	\$0.00						
	Vehicle (\$2000/month)				0	\$0.00						
	Vehicle fuel and maintenance (\$150 /month)				0	\$0.00						
	Misc. freight, safety, logistical expenses				0	\$0.00						
						TOTAL EXPENSES:		\$0		FIRM'S TOTAL COST OF LABOR (or Fixed Price):		\$3,515
										FIRM'S TOTAL EXPENSES		\$0
SUB-CONTRACTORS: Firm Initials and Price Per Task										FIRM'S TOTAL COST (no Subcontracts or Fee)		\$3,515
FIRM: QA Services		R&M Engineering								TOTAL SUBCONTRACTOR PRICES (with 6% Mark-Up):		\$42,930
AMOUNT: \$5,500		\$35,000								FIRM's TOTAL COST		\$46,445

COST ESTIMATE PER TASK												
FIRM: DOWL				PROJECT TITLE: Wrangell Water Treatment Plant Improvements								
TASK NO.		TASK DESCRIPTION: Resident Inspection				PREPARED BY: CAN				DATE: 7		Item b.
GROUP		METHOD OF PAYMENT: FR <input checked="" type="checkbox"/> FPPE <input type="checkbox"/> T&E <input type="checkbox"/> CPFF <input type="checkbox"/>				REVIEWED BY: EMV/BF						
SUB-TASK NO.	SUB-TASK DESCRIPTION	LABOR HOURS PER JOB CLASSIFICATION										
		PM C. Nelson	Const. PM E. Voorhees	Document Manage B. Mjos	Field Rep.		Water Tech Lead S. Bradley	CAD G. Platt	Accounting S. Ballon	Struct Eng. - M. Mettler	TOTAL	
					RT	OT						
	On-Site Resident Inspector and Inspector Coordination		16		560	280					856	
	Mobilization				16						16	
	Demobilization				16						16	
TOTAL LABOR HOURS		0	0	0	592	280	0	0	0	0		
* LABOR RATES (\$/HR)		\$235.00	\$215.00	\$140.00	\$205.00	\$307.50	\$180.00	\$90.00	\$155.00	\$185.00		
LABOR COSTS (\$)		\$0.00	\$0.00	\$0.00	\$121,360.00	\$86,100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$207,460.00	
EXPENSES						COMMENTS & ASSUMPTIONS: - On-site observation for a total of 14 weeks spread over 4 months. While on-site, it is assumed, RPR will work 60 hours. -Bob Lundell will be primary RPR. -Vehicle will be provided by CBW *Also see assumptions included in scope of services letter.						
SUB-TASK NO.	ITEM(S)	QUANTITY	TOTAL PRICE									
	Airfare: Anchorage-Wrangell (\$900 RT)	2	\$1,800.00									
	Per diem (\$118/day)	98	\$10,584.00									
	Lodging (\$2500/month)	4	\$12,000.00									
	Vehicle (\$2000/month)	0	\$0.00									
	Vehicle fuel and maintenance (\$150 /month)	0	\$0.00									
	Misc. freight, safety, logistical expenses	1	\$0.00									
				TOTAL EXPENSES:		\$24,384		FIRM'S TOTAL COST OF LABOR (or Fixed Price):			\$207,460	
								FIRM'S TOTAL EXPENSES			\$24,384	
								FIRM'S TOTAL COST (no Subcontracts or Fee)			\$231,844	
								TOTAL SUBCONTRACTOR PRICES (with 6% Mark-Up):			\$0	
								FIRM's TOTAL COST			\$231,844	
												\$405,639

FIRM:

ATL

RMC

Stanley

AMOUNT:

COST ESTIMATE PER TASK												
FIRM: DOWL				PROJECT TITLE: Wrangell Water Treatment Plant Improvements								
TASK NO.		TASK DESCRIPTION:				System Integration- Water Plant				PREPARED BY: CAN		DATE: 7/
GROUP		METHOD OF PAYMENT:				FP <input checked="" type="checkbox"/>	FPPE <input type="checkbox"/>	T&E <input type="checkbox"/>	CPFF <input type="checkbox"/>	REVIEWED BY: EMV		
SUB-TASK NO.	SUB-TASK DESCRIPTION	LABOR HOURS PER JOB CLASSIFICATION										
		PM C. Nelson	Const. PM E. Voorhees	Document Manage B. Mjos	Field Rep. Now- 12/31/23		Field Rep 1/4/24-2/29/24		Accounting S. Ballon	Struct Eng. - M. Mettler		TOTAL
					RT	OT	RT	OT				
	AKA Management	12								8		20
												0
TOTAL LABOR HOURS		12	0	0	0	0	0	0	0	8	0	
* LABOR RATES (\$/HR)		\$235.00	\$215.00	\$140.00	\$150.00	\$190.00	\$180.00	\$240.00	\$155.00	\$185.00		
LABOR COSTS (\$)		\$2,820.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,240.00	\$0.00		\$4,060.00
EXPENSES					COMMENTS & ASSUMPTIONS: -This is a total of three mobilizations. 1) Before Thanksgiving (Ben Klein- \$150/hour) 2) After Thanksgiving and before Christmas (Ben Klein or Dave Knopf- \$150/hour)) 2) After New Years until three months has passed (Bob Lundell- \$180/hour)							
SUB-TASK NO.	ITEM(S)	QUANTITY	TOTAL PRICE									
	Airfare: Anchorage-Wrangell (\$700 RT)		\$0.00									
	Per diem (\$108/day)		\$0.00									
	Lodging (\$3000/month)		\$0.00									
	Vehicle (\$2000/month)		\$0.00									
	Vehicle fuel and maintenance (\$150 /month)		\$0.00									
	Misc. freight, safety, logistical expenses											
				FIRM'S TOTAL COST OF LABOR (or Fixed Price): \$4,060								
				FIRM'S TOTAL EXPENSES \$0								
SUB-CONTRACTORS: Firm Initials and Price Per Task				FIRM'S TOTAL COST (no Subcontracts or Fee) \$4,060								
FIRM:	AKA			TOTAL SUBCONTRACTOR PRICES (with 6% Mark-Up): \$105,470								
AMOUNT:	\$99,500			FIRM's TOTAL COST \$109,530								

Item b.





Juneau, AK

Item b.

# FEE PROPOSAL

7/02/2024

## Wrangell Water Treatment Plant

Client: City and Borough of Wrangell

Amber Haddad

Prepared By: Blake Rider

[blake@akautomationservices.com](mailto:blake@akautomationservices.com)

907-723-3442

Proposal #: 240315B

## Introduction

Alaska Automation (AA) is pleased to provide this fee proposal for the system integration of the new Wrangell System Integration.

## Scope of Services

AA understands the scope of services to include the following:

- **System Coordination and Supervision:** Coordination with plant equipment suppliers to integrate suppliers' equipment into the plant control systems. This includes meetings, reviewing documents and plans, and oversight to produce a fully integrated system that meets the intent of the design. This includes both the DAF and non-DAF equipment suppliers.
- **Network Architecture Development:** Develop a new control system network architecture. This includes a new IP schema for the water and wastewater plants that will account for all devices and will work with the new VPN system being developed for collections. This includes integration of the existing serial system into the new SCADA system. Network architecture drawings will be produced prior to the installation of equipment for the Contractor and final plans will be submitted as part of the final submittal package. AA will coordinate with Wrangell's IT contractor during this process. AA will develop the new architecture in a manner consistent with modern cyber security concerns.
- **Panel Commissioning:** Commission and startup of all Balance of Plant (BOP) PLC panels, including their incorporation into the plant control system. This includes verifying and troubleshooting all I/O points.
- **PLC Programming:** Develop, test and commission new PLC programs for the BOP PLC. BOP operations will include programming for all PLC processes, excluding DAF PLC programming, including all processes described in Specification Section 40 61 95, "Process Control Narratives." PLC programming includes integration and control over the distribution pump VFDs and the chemical systems. AWC will provide DAF system PLC programming and AKA will provide integration for the DAF programming.
- **SCADA Programming:** Develop, test and commission a new comprehensive SCADA system that includes all new plant operations relevant parts of the DAF system. SCADA programming will include monitoring, control, alarming, and trending. The new SCADA system will incorporate the existing serial system collections system to eliminate the obsolete WinCC system. This includes full integration of the existing Water and Wastewater SCADA systems into the new SCADA system and will decommission the existing WinCC system after the new SCADA has been fully tested. The



# FEE PROPOSAL

7/02/2024

new system will include a new alarm system and can be configured to use phone lines or SMS messages as desired by the City. SCADA programming includes integration with and monitoring of the backup generator and transfer switch systems.

- **VFD Commissioning:** Commission and integrate the distribution pump VFDs into the system. Coordinate and assist the DAF supplier with VFD commissioning and integration.
- **Temporary Programming:** Provide all temporary programming required to successfully complete the transition from the existing plant to the new plant, including any modification of the existing DirectLogix PLC system, as required.
- **System Training:** Provide system training at project completion to City personnel.
- **O&M Manual:** Provide O&M manuals for system operations and SCADA system.
- **Software Procurement and Installation:** Provide SCADA and PLC software per the specifications.
- **Post Completion SCADA Improvements:** Provide programming services to accommodate operator / City SCADA and PLC modification requests for a period of one year after project completion.
- **Onsite Commissioning and Inspection:** This project will require onsite work, including planning trips, installations, commissioning, testing, inspections and troubleshooting. This Proposal includes all travel and onsite time required to get to Project Completion. The amount of travel and onsite time will depend on various factors, including the Contractor's schedule as well as unanticipated events and AA will use best efforts to always be available onsite when beneficial.

## Project Personnel

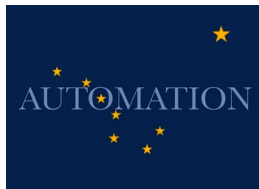
The following personnel will be working on this project:

- Blake Rider, PE. \$180/hr.  
Blake will be the project lead and will supervise all work performed. Blake has knowledge of the Wrangell water and Wastewater control systems and has experience performing system integration for similar projects.
- Peyton Russel, EIT. \$135/hr.  
Peyton is anticipated to perform most of the onsite work as outlined in this proposal. Peyton has extensive onsite experience for various companies as well as project commissioning for AA.
- Kyle Farley-Robinson, EIT. \$150/hr.  
Kyle will take the lead for all cybersecurity and networking related aspects of this project and will be available to assist with all programming and troubleshooting.

## Proposed Travel and Onsite Time

AA anticipates executing this project as follows:

1. A kickoff trip with the personnel expected to work on this project.
2. Two commissioning trips. Based on prior experience, a first commissioning trip is required to perform the majority of the commissioning services while, at a minimum, a second commissioning trip is generally required to arrive at substantial completion.



Juneau, AK

Item b.

## FEE PROPOSAL

7/02/2024

3. Post-Commissioning Trip. This trip is expected to occur after substantial completion in order to accommodate programming changes or improvements that are either discovered after commissioning.
4. Unanticipated Trips: AA expects there to be unanticipated trips involved that would either require AA's onsite presence or be beneficial to maintaining the overall project schedule. AA expects at least a couple of trips and the Owner will not be responsible for any additional trip costs, including labor or costs, beyond the hours shown below.

Service	Expected Hours
Kickoff trip: Blake, Peyton, and Kyle travel to site for 2 days for introductions, discussions with Wrangell personnel, and project planning. This trip will prove useful for AA staff assigned to this project to knowledgeably perform work and trade out for one another should the schedule require.	72
Commissioning Trip 1: Peyton will spend 7 days onsite to perform majority of the commissioning services.	70
Commissioning Trip 2: Peyton will return onsite for three days to complete commissioning	30
Post Commissioning Trip: Peyton or other staff will return for two days to program modifications or requests as well deal with any issues that were discovered post commissioning.	20
Unanticipated Travel: Two unanticipated trips that would be beneficial to the project to be onsite.	30
<b>TOTAL Anticipated Hours</b>	<b>222</b>

### Cost

#### Project Costs

Service	Cost
System Coordination and Supervision.	\$5,300
Network Architecture Development.	\$3,600
Programming and SCADA development, testing, and troubleshooting.	\$23,600
Software Procurement and Installation.	\$16,000
Post-Project Programming.	\$6,000
System Training / O&M manuals.	\$6,000
Onsite integration, coordination, and testing. This price represents a significantly discounted rate from AA's standard hourly rates.	\$27,000
Travel Expenses: All travel related expenses for work within the proposal scope. This includes up to the hours shown above. AKA will bear the cost of additional trips and onsite time.	\$12,000
<b>TOTAL COST</b>	<b>\$99,500</b>

#### Ancillary Costs

Service	Cost
Migration and integration of existing WinCC to new SCADA.	\$16,000
<b>TOTAL COST</b>	<b>\$16,000</b>

# QA Services, Inc.

An Alaskan Owned and Operated Testing and Inspection Company

Quality Assurance \* Weld Inspection \* Coating Inspection \* Nondestructive Testing \* API 653 Tank Inspection \* Special Inspections

Dowl  
Fairbanks, AK.

June 28<sup>th</sup>, 2024  
QASI-62824

Attn: Chase Nelson, P.E.  
Re: Wrangle Water Treatment Plant  
Specific: Bolt Tension Arbitration

QA Services, Inc. proposes to conduct the contractor QC inspections on the aforementioned project as a subcontractor to your firm. The inspector shall be an ICC Steel Welding & Bolting Inspector. We make the following assumptions for this project:

- Perform: Bolt Tension Arbitration Testing & Inspections in accordance with RCSC, Section 10.
- Contractor to provide labor for tension testing of disputed High Strength bolted connections.
- Contractor to provide Material Test Reports for High Strength bolt assemblies.

Our Estimated cost for a single inspection visit with travel is \$5,500.00 and is based on our poster rates of \$100.00hr ST & \$135.00hr OT and is inclusive of labor, travel time, airfare, lodging, transportation, airport parking, per diem, equipment & reporting.

Any delays or standby time while on site beyond 8hr will be billed at the overtime rate.

All work on weekends or holidays will be billed at the overtime rate.

If awarded this contract, the Contractor shall be responsible for safe and reasonable access to all inspection areas.

If you have any questions on this proposal, please feel free to call. We appreciate the opportunity to bid this project with you.

Respectfully,

*Doug Burdick*

Projects Manager / Sr. Inspector  
907-522-1969 Office  
907-229- 6272 Cell  
907-344-1980 Fax



**R&M ENGINEERING-KETCHIKAN, INC.**  
**ENGINEERS ARCHITECTS SURVEYORS**

Main Office: 7180 Revilla Road, Ketchikan, AK 99901  
 Phone (907) 225-7917 Fax (907) 225-3441  
 rmketchikan.com

Craig Office: 521 West Hamilton Dr., Craig, AK 99921  
 Phone (907) 826-2294 Fax (907) 225-3441  
 rmketchikan.com

## **FEE SCHEDULE**

EFFECTIVE: March 1, 2023

### **PRINCIPAL AND/OR ASSOCIATES**

CIVIL ENGINEER, PRINCIPAL	\$220.00/HOUR
REGISTERED LAND SURVEYOR, PRINCIPAL	\$200.00/HOUR

### **ENGINEERING, SURVEYING, ARCHITECTURAL SERVICES (STAFF)**

CIVIL ENGINEER, LEVEL 4	\$190.00/HOUR
CIVIL ENGINEER, LEVEL 3	\$175.00/HOUR
CIVIL ENGINEER, LEVEL 2	\$160.00/HOUR
CIVIL ENGINEER, LEVEL 1	\$145.00/HOUR
REGISTERED LAND SURVEYOR	\$160.00/HOUR
REGISTERED ARCHITECT	\$160.00/HOUR

### **TECHNICIAN SERVICES**

	<u>STRAIGHT TIME</u>	<u>OVERTIME</u>
CIVIL ENGINEER, JR.	\$130.00	\$140.00
FIELD CONCRETE/SOILS TECHNICIAN	\$140.00	\$160.00
JR. ENG TECH	\$100.00	\$120.00
ENGINEERING TECHNICIAN	\$120.00	\$140.00
SENIOR ENGINEERING TECHNICIAN	\$140.00	\$160.00
PROJECT INSPECTOR, LEVEL 2	\$150.00	\$170.00
PROJECT INSPECTOR, LEVEL 1	\$130.00	\$150.00
DRAFTER	\$120.00	\$140.00
SENIOR DRAFTER	\$140.00	\$160.00

### **SURVEY FIELD SERVICES**

	<u>STRAIGHT TIME</u>	<u>OVERTIME</u>
SURVEY PARTY CHIEF	\$140.00	\$160.00
SURVEY TECH	\$100.00	\$120.00

### **SPECIALIZED ENGINEERING AND/OR SURVEYING EQUIPMENT**

GPS RTK OR ROBOTIC TOTAL STATION	\$300/DAY
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### **VEHICLES**

SURVEY VAN	NO CHARGE
SKIFF, OUTBOARD, & TRAILER	\$100/DAY
RENTAL VEHICLES	COST (INVOICE)+ 15%

### **OTHER**

NUCLEAR DENSOMETER SOIL GAGE	Included in Technician Rate
TRAVEL EXPENSES	COST (INVOICE)+ 15%
CHAINSAW	\$40/DAY
OTHER ITEMS NECESSARY FOR SPECIFIC PROJECTS	COST (INVOICE)+ 15%
LAND MONUMENTS: PRIMARY W/WITNESS POST	\$100/EACH
LAND MONUMENT: SECONDARY	\$50/EACH
CARSONITE POSTS	\$40/EACH

**R&M ENGINEERING-KETCHIKAN, INC.**

7180 Revilla Road, Suite 300, Ketchikan AK 99901

(907) 225-7917 Fax (907) 225-3447

Effective July 1, 2023

***SCHEDULE OF FEES - LABORATORY AND FIELD TESTING*****AGGREGATES**

Test #	Test Description	Test Method	Unit Price
A-1	Maximum Density Index	AASHTO T99/T180	\$600.00
A-2	Sieve Analysis of aggregates (Including wash)	ASTM C136/AASHTO T27	\$300.00
A-3	Materials finer than #200 by washing	ASTM C117/AASHTO T11	\$100.00
A-4	Field Density Testing, Nuclear (Hourly)	AASHTO T310	\$150/\$200
A-5	Specific Gravity & Absorption, Fine Ag	ASTM C128/AASHTO T84	\$300.00
A-6	Specific Gravity & Absorption, Coarse Ag	ASTM C127/AASHTO T85	#250
A-7	Moisture Content of Aggregates	ASTM C566/AASHTO T255	\$75.00
A-8	Degradation of aggregates	ATM 313	\$300.00
A-11	Fractured Particles of Coarse Aggregate	AASHTO TP61	\$150.00
A-13	Flat and Elongated particles	ATM 306	\$300.00
A-14	Organic Impurities	ASTM C40/AASHTO T21	\$100.00
A-15	Clay Lumps and Friable Particles	ASTM C142/AASHTO T112	\$100.00
A-16	Sticks and Roots		\$100.00
A-17	Unit Weight (dry loose and dry rodded)	ASTM C29/AASHTO T19	\$100.00

**BITUMINOUS MATERIALS**

B-1	Asphalt Content Ignition Oven Method	AASHTO T308	\$400.00
B-2	Gradation of Extracted Materials (Incl wash)	AASHTO T30	\$100.00
B-3	Ignition Oven Asphalt Content Calibration	AASHTO T308	\$1,000.00
B-4	Density of Compacted Bituminous Mixtures		
B-6	A. Saturated Surface-dry Specimens	ASTM D2726/AASHTO T166	\$100.00
B-7	B. In-place by nuclear method	WAQTC TM8	\$125.00
B-8	C. Nuke Gauge Calib. To Cores (4)	per Mix Design or change of mix	\$400.00
B-9	Maximum theoretical Specific Gravity (Rice)	ASTM D2041/AASHTO T209	\$200.00
B-10	Coring of Bituminous Pavements	(Hourly)	\$150/\$200

**CONCRETE**

C-1	Compressive Strength (cure, break, hold)	ASTM C39	\$75.00
C-3	Compressive Strength of Mortar Cubes	ASTM C109	\$75.00
C-5	Field Control of Fresh Concrete		
	Cylinders, Temperature, Slump and Air		\$150/\$200

**R&M ENGINEERING-KETCHIKAN, INC.**

SCHEDULE OF FEES - LABORATORY AND FIELD TESTING (Continued)

**SOIL INDEX PROPERTIES & CLASSIFICATION**

S-1	Sieve analysis of soil (small samples)		\$200.00
S-3	Atterberg Limits	ASTM D4318/AASHTO T89 T90	\$200.00
S-4	Liquid limit only	AASHTO T89	\$120.00
S-5	Plastic limit only	AASHTO T90	\$100.00
S-6	Specific Gravity of soils	ASTM D854/AASHTO T100	\$100.00
S-7	Moisture Content	ASTM D2216/AASHTO TT265	\$75.00
S-9	Classification by Unified Soil System	ASTM D2487	\$50.00

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	July 23, 2024
	<u>Agenda Section</u>	<b>13</b>

Approval of Revised Water Shortage Management Plan

SUBMITTED BY:

Mason Villarma, Borough Manager  
Tom Weter, Public Works Director

FISCAL NOTE:

**Expenditure Required:** \$XXX Total

Fiscal Year (FY): 24-25	Amount: N/A
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**Amount Budgeted:**

N/A

**Account Number(s):**

N/A

**Account Name(s):**

N/A

**Unencumbered Balance(s) (prior to expenditure):**

N/A

Reviews/Approvals/Recommendations

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

ATTACHMENTS: 1. WSMP Redline Version 2. WSPM Clean Version

**RECOMMENDATION MOTION:**

Move to Approve Revised Water Shortage Management Plan

**SUMMARY STATEMENT:**

The nature and complexity of the existing water collection, treatment, and distribution processes has necessitated a revision of the Water Shortage Management plan that was last updated in 2017.

Current water conditions are positive and there is no projected need to instate mitigation prescribed in the plan based on current observations. This revision is merely a proactive measure to better guide the Borough if conditions change.

Many variables are assessed when evaluating a possible water shortage (hydrological or emergency). Namely, these are: projected and actual watershed inflows to reservoirs, reservoir levels, head pressure, adequate treatment, filter maintenance and processing capacity, storage levels, and consumption demand. With all these variables in-play, there is no one clear metric, rather several factors that inform the need of water shortage mitigation.

The following are the key changes to the Water Shortage Management Plan (WSMP)

- Established a Water Shortage Management Committee (WSMC)
- Further explained effects of reservoir levels on a gravity fed system
- Identified parameters to inform meetings of the WSMC to provide a recommendation the Borough Manager
- Provides flexibility at each stage for how the Borough administers specific restrictions on water consumption

\*Note: This plan will require further revision upon completion of the new Water Treatment Plant.

## CITY AND BOROUGH OF WRANGELL WATER SHORTAGE MANAGEMENT PLAN

### SECTIONS:

Findings  
 Purpose and Intent  
 Waste of Water Prohibited  
 Authorization  
 Action for Hydrological Shortage  
 Action for Emergency Shortage  
 Stage I Shortage  
 Stage II Shortage  
 Stage III Shortage  
 Duration of Water Use Restrictions  
 Exceptions  
 Access to Premises  
 Liability  
 Violations and Charges  
 Dispute Resolution

### FINDINGS:

The Borough Assembly does hereby find, determine and declare as follows:

- A. In order to maintain a supply of safe, treated water for the City and Borough of Wrangell's citizens and businesses and to meet fire protection needs during periods of either low water supply or high water use, it is necessary to implement a water shortage management plan which identifies specific actions to be taken by the Borough to manage water available for distribution.
- B. Wrangell has limited water storage capacity. The maximum capacity of the upper and lower reservoirs is 190 acre-feet (45.3 million gallons) and 102 acre-feet (21.4 million gallons), respectively. These reservoirs form the water supply for Wrangell. The usable capacity of the treated water storage tanks is approximately 850,000 gallons at tank levels of 32 feet. A minimum of 10 feet of storage is the Borough's minimum level for fire protection.
- C. Wrangell is located in a moderate rainforest climate, but where drought conditions periodically occur and where practices to conserve water are necessary.
- D. Wrangell's water treatment facility consistently experiences poor treatment performance and difficulty in cleaning treatment filters, which leads to low filtration capacity and water storage volume relative to both summer and winter water demands.
- E. High demand, together with drought conditions and/or system constraints, may reduce the water available to Wrangell's water supply system to the point of creating a water shortage;

- F. Wrangell has developed a water shortage management response plan that is a layered contingency plan that provides for a systematic response, restricting customer water use, and moderating water waste to meet the essential needs of the community.
- G. It is necessary to provide Wrangell Borough staff with flexibility to implement measures to restrict water use as deemed appropriate to conserve the water supply of the City and Borough of Wrangell, to protect the health, safety and general welfare of the citizens during periods of potential water shortage.

#### PURPOSE AND INTENT:

It is the purpose and intent of this part to proactively establish procedures for systematically managing water demand through conservation measures and measures designed to limit water use during a system constraint or hydrological-related shortage. The procedures listed in this part are designed to be used during atypical and irregular ~~events, and~~ events and are not intended for use as a substitute for developing water supply projects.

#### WASTE OF WATER PROHIBITED:

No water customer shall allow, permit or cause the waste of water, which shall include any use of water in violation of this part.

#### AUTHORIZATION:

- A. The Borough Manager, along with the Public Works Director and Water Department staff are authorized to enforce this management plan. Herein they are referenced as the Water Shortage Management Committee (WSMC) part.
- B. The Borough Manager with guidance from the WSMC shall have express authority to ~~may~~ declare a Stage I, Stage II, or Stage III shortage when either a hydrologic or emergency shortage exists as defined below:
  1. Hydrologic Shortage - A hydrological shortage exists at a point that the draw-down from the lower reservoir exceeds the input from the upper reservoir or when the total of the two reservoirs is projected to be below two months of demand, whichever occurs first.
  2. Emergency Shortage - An emergency shortage exists when conditions such as storage tank levels, operational constraints, infrastructure failure, natural disaster, regulatory issues, or other factors hinder the Borough's ability to meet customer water demands.
- C. The Borough Manager may propose and implement additional water shortage response measures, beyond those contained in this part, or modify existing water shortage response measures, as deemed necessary.

## ACTION FOR HYDROLOGICAL SHORTAGE

If the total reservoir system storage is projected to be below two months of demand, then Borough staff will conduct an analysis. The analysis will consider system demands, water supply indicators such as ~~long-range~~long-range weather forecasts, snowpack, precipitation, temperature, evaporation, stream flow, soil moisture, projected storage levels, operational constraints, and risk tolerance. If the analysis reveals a substantial risk of shortage, then the results will be reported to the Borough Manager with a recommendation for implementation of water shortage response measures, including declaration of a Stage I, Stage II, or Stage III shortage as listed in this part.

It is important to note that a portion of the lower reservoir is unusable due to the elevation of the outlet in relation to the bottom of the reservoir. If lower When reservoir water storage levels drop substantially below the spillway, then -there is insufficient not enough- pressure to maintain high flow levels to the Water Plant for treatment. As such, a hydrological shortage may be determined due to lower reservoir water levels based on the inherit needs demanded by a gravity fed system.

## ACTION FOR EMERGENCY SHORTAGE

If an emergency shortage exists when conditions such as reduced storage tank levels, operational constraints, infrastructure failure, natural disaster, regulatory issues, or other factors hinder the Borough's ability to meet customer water demands, then the results will be reported to the Borough Manager with a recommendation for implementation of water shortage response measures, including declaration of a Stage I, Stage II, or Stage III shortage as listed in this part.

## PUBLIC AWARENESS FOR CONSERVATION MEASURES

The Water Department continually monitors water levels. Prior to Stage I or preceding periods of known, high demand, the Borough will increase public communication and education efforts aimed at water conservation and, will encourage the community to conserve water wherever possible in the hopes of thwarting a Stage I watch measure.

## STAGE I SHORTAGE (WATCH – YELLOW ALERT):

A Stage I shortage may be declared when the Water Department and Public Works Director inform the Borough Manager that the analysis required under section Authorization, part B of a water shortage indicates that proactive measures should be taken to avoid or reduce the severity of a shortage. During a Stage I shortage, the Borough will increase public communication and education efforts aimed at water conservation and will encourage the community to conserve water wherever possible.

Stage I, in relation to water storage tank levels, will automatically be triggered when the tanks' levels fall below a sustainable level of 25 feet for a period of three days.

During a Stage I shortage, water customers are encouraged to follow the voluntary water conservation measures set forth below:

- A. ~~Water landscaped areas with spray irrigation only between the hours of 5:00 a.m. and 8:00 a.m. Outdoor landscape watering is prohibited.~~
- B. Do not use water to clean outdoor hard surfaces such as sidewalks, driveways, decks and patios, with a hose that lacks ~~and~~ active positive shut-off nozzle.
- C. Do not wash motor vehicles, trailers, boats and other types of equipment with a hose that lacks an active positive shut-off nozzle.
- D. Repair or disable any detectable water system line, component, or plumbing fixture that is leaking or damaged, as soon as possible.
- E. Restaurants, hotels, cafes, or other public places where food is sold, served or offered for sale, are encouraged not to serve drinking water from the tap unless expressly requested by a patron.

During a Stage I shortage, major water customers will be required to follow the mandatory water conservation measures set forth below:

- A. Major industrial and commercial water customers using water for their business operations shall submit a water conservation plan to Borough staff which identifies measures to be implemented at each of the three stages of water ~~shortage, and~~ shortage and shall begin implementing Stage 1 measures. The industrial or commercial user must develop, maintain on site, and comply with a water conservation plan that demonstrates optimal use of water. This plan must be available for review and approval upon request by the Borough at all reasonable times. At a minimum, these customers shall include seafood processing plants, dock-fueling stations, and ports and harbor facilities.
- B. Commercial water sales to cruise ships, or other large purchases for use outside ~~of the~~ of the water enterprise fund service area, ~~shall be prohibited.~~ May be restricted.

## STAGE II SHORTAGE (WARNING – ORANGE ALERT):

A Stage II shortage may be declared when the Water Department and Public Works Director inform the Borough Manager that the analysis required under section Authorization, Part B of a water shortage indicates that the Stage I response is insufficient to reduce demands to a level in proportion to the severity of the shortage.

~~Stage II, in relation to water storage tank levels, will automatically be triggered when the tanks' levels fall below a sustainable level of 20 feet for a period of three days.— Stage II water shortage may~~ shall be declared when the average total consumption over a 5-day period reaches 720,000 gallons per day. If this threshold is breached, the WSMC shall assess all relevant qualitative and quantitative variables to determine the need for a Stage II shortage and provide a recommendation to the Borough Manager.

The following restrictions on the use of water by water customers and water conservation measures shall be in effect, required and enforced during a Stage II shortage:

- A. Outdoor landscape watering is prohibited.

- B. Washing of sidewalks, walkways, patios, driveways, parking areas or other hard surfaces is prohibited. Power washing shall only be used for protection of public health, safety or welfare.
- C. Washing of motor vehicles, trailers, boats and other types of equipment shall be prohibited. Vehicles contained in commercial operation or fleets may be washed if public safety requires it.
- D. No water customer shall fail to repair or disable any detectable leak in a water line, water system component, or plumbing fixture that is leaking or damaged, within 48-hours of discovery. Failure to comply shall cause the water service to be shut-off by the Borough until such repairs are made.
- E. Filling or refilling any outdoor water feature or hot tub shall be prohibited.
- F. No restaurant, hotel, cafe, or other public place where food is served, or offered for sale, shall serve drinking water from the tap, unless expressly requested by a patron.
- G. Industrial and commercial water customers, *in particular ports and harbor's industrial facilities, seafood processors, and dock-fueling stations* may utilize water for their business operation needs according to their business' previously submitted water conservation plan. The Borough will require periodic reporting by the customer to demonstrate optimal use of water and to help project water shortage trends.

If Stage II water shortage is related to reduced storage tank levels, industrial and commercial water customers ~~shall have water flow reduced by 25% of the water service limits may be required to reduce flow capacity~~, in coordination with the customers, to assist in recovering water levels in the storage tanks. Throttling will be monitored and only implemented as long as necessary.

H. City and Borough Facilities:

- 1. All boat harbors shall have all individual boat slips' water service discontinued. Water will be available at the head dock only. The Fire Department will be notified of the reduced service, allowing them to implement an alternative fire response plan.
- 2. The Swimming Pool ~~may~~shall have limited to no hours of water service depending on pool conditions (i.e., leak, filter backwash demand).

### STAGE III SHORTAGE (CRITICAL – RED ALERT):

A Stage III shortage may be declared when the Water Department and Public Works Director inform the Borough Manager that the analysis required under section Authorization, Part B of a water shortage indicates that the Stage II response is insufficient to reduce demands to a level in proportion to the severity of the shortage.

~~Stage III, in relation to water storage tank levels, applies when the tanks' levels fall below a sustainable level of 15 feet for a period of three days.— A stage III shall be declared when frequency of filter~~

maintenance impacts the ability to maintain adequate storage tank levels.

In addition to the Stage II restrictions and water conservation measures set forth above, the following restrictions on the use of water by water customers shall be in effect and required during a Stage III shortage:

- A. All outdoor use of water is prohibited.
- B. Any water customer found to have a leak or damaged water line, water system component, or plumbing fixture shall have water service disconnected until such repairs are made.
- C. Industrial and commercial water use shall be reduced by an amount, to be determined by the Borough, in relationship to the severity of the shortage.

If Stage III water shortage is related to reduced storage tank levels, industrial and commercial water customers shall have water flow capacity reduced ~~water flow reduced by a further 25% of the water service limits (total of 50% at Stage III)~~, in coordination with the customers, to assist in recovering water levels in the storage tanks. Throttling will be monitored and only implemented as long as necessary.

D. City and Borough Facilities:

- 1. Ports and Harbor Facilities (all Boat Harbors, City Dock and the Marine Service Center) shall have water service discontinued as long as necessary. The Fire Department will be notified of the reduced service, allowing them to implement an alternative fire response plan.
- 2. The Swimming Pool ~~may~~shall have water service discontinued, as long as necessary.

#### **DURATION OF WATER USE RESTRICTIONS:**

The Borough will regularly evaluate the estimated supply of water available to the water system in an effort to determine whether it is necessary to continue the water use restrictions of a declared stage or level. Stages and levels may be declared in accord with this chapter and, if water supply conditions warrant, the Borough Manager may either downgrade or withdraw a declaration of a Stage I, Stage II, or Stage III shortage. Updates regarding water status and restrictions will be posted regularly on the City's website to maintain community communication.

#### **EXCEPTIONS:**

- A. Water customers may use water when a critical need is approved by the Borough Manager, which may include when water use is essential to protect public health, safety or welfare, or when water use is related to a commercial activity and disruption would cause economic harm.

#### **ACCESS TO PREMISES:**

Whenever necessary for the purposes of investigating any alleged violation of this part, the Borough shall have the power, upon the presentation of proper credentials, to enter and inspect at any reasonable time, and in any reasonable manner, the exterior of a water customer's premises.

If entry to or inspection of the premises is denied or not promptly permitted, the Borough is authorized to terminate the water customer's water service to the premises, for willful violations of mandatory restrictions and regulations in this chapter, until the required inspection is made and the Borough is satisfied that a water waste situation does not exist.

#### **LIABILITY:**

Each water customer shall be responsible for compliance with this part with respect to the water customer's premises, and shall be responsible for applicable charges for noncompliance with this part. In the event of an alleged violation of this part, proof of the existence of a declared water shortage and proof of any violation of any restriction set forth in this part, together with proof that the violation originated at any water customer's premises, shall constitute a rebuttable presumption that the water customer is responsible for the violation.

#### **VIOLATIONS AND CHARGES:**

- A. Every law enforcement officer having jurisdiction in the Wrangell area shall have the authority to enforce the provisions of this section. In addition, the Borough Manager may also delegate enforcement responsibility for this section to other agencies and departments of city government, utilizing a variety of enforcement methods, including but not limited to, conducting customer education, issuing warnings and the addition of charges to water bills. The Borough Manager shall determine the stage of shortage at which the addition of charges to water bills will be used as an enforcement mechanism.
- B. In the event the Borough determines that an observed violation of this part has occurred on a water customer's premises during a Stage II, or Stage III shortage, the water customer may be subject to the following:
  1. For a first observed violation of a Stage II, or Stage III restriction as set forth in this chapter, the Borough shall notify the water customer in writing of the violation and issue a written warning to the water customer. Enforcement officials shall provide violators with no more than one written warning. Each day in violation of this section shall constitute a separate offense.
  2. For a second and any subsequent observed violation of a Stage II restriction as set forth in this chapter, the Borough shall notify the water customer in writing of the violation and shall add a two ~~hundred and fifty dollar~~hundred- and fifty-dollar (\$250.00) charge to the water bill for the premises. Each day in violation of this section shall constitute a separate offense.
  3. For a second and any subsequent observed violation of a Stage III restriction as set forth in this chapter, the Borough shall notify the water customer in writing of the violation

and shall add a ~~five hundred dollar~~five hundred dollar (\$500.00) charge to the water bill for the premises. Each day in violation of this section shall constitute a separate offense.

- C. For repeated observed violations of this part occurring during any Stage II or Stage III shortage, the Borough may, in its discretion: a) disconnect water service to the premises for which the violations occurred in accord with the code of the utility; or b) restrict water flow to the water customer at the premises at which the violations occurred. Any flow restriction shall remain in place for a period determined by the Borough, based upon the severity of the violation as well as the applicable declared stage.
- D. Whenever the Borough finds a water customer to be in violation of this part, a notice of violation must be issued. Every reasonable effort will be made to notify the water customer of the violation, and a notice requiring the customer to cease the violation and take remedial action will be posted at the point of entry into the property. Failure to comply may result in temporary termination of water service pursuant to applicable water codes.
- E. The notice of violation must be served upon the water customer by fixing the notice to the premises of the water customer in a conspicuous place, by personal delivery, or by sending the notice electronically or by U.S. mail. If sent electronically or by mail, service shall be deemed complete upon sending or mailing. Service of the notice of violation by affixation has the same force and effect and is subject to the same penalties for disregarding a notice, as if the notice of violation were personally served on the water customer. For purposes of this part, a person who is of full legal age and who resides at the premises is deemed to be the agent of the water customer to receive a notice of violation.
- F. Whenever a water customer fails to correct a violation within the correction period set forth on a notice of violation, this failure to correct shall constitute an additional violation.
- G. Any charge assessed pursuant to this chapter shall be collectible in the same manner as a water charge under the water rates related to the Wrangell Water Department, and if unpaid, water service for the premises may be discontinued in accord with the Borough's codes.
- H. Any charge assessed an industrial or commercial user, pursuant to this chapter, shall be equal to three (3) times the applicable charge.

## DISPUTE RESOLUTION:

Any water customer's dispute with the Borough concerning this part shall first be addressed through review by the Borough Manager. If the review by the Borough Manager does not resolve the dispute, the water customer may, within five days of the demand made upon them for the water shortage violation, demand a hearing before the Borough Assembly on this matter. The Borough Assembly shall, after receiving a report from the Borough Manager of water shortage violation charges, afford an opportunity for such hearing and shall make a determination to uphold, alter or remove the water shortage violation charges. Any remaining violation charges shall be collected

according to standard Borough collection procedures.

## CITY AND BOROUGH OF WRANGELL WATER SHORTAGE MANAGEMENT PLAN

### SECTIONS:

Findings  
 Purpose and Intent  
 Waste of Water Prohibited  
 Authorization  
 Action for Hydrological Shortage  
 Action for Emergency Shortage  
 Stage I Shortage  
 Stage II Shortage  
 Stage III Shortage  
 Duration of Water Use Restrictions  
 Exceptions  
 Access to Premises  
 Liability  
 Violations and Charges  
 Dispute Resolution

### FINDINGS:

The Borough Assembly does hereby find, determine and declare as follows:

- A. In order to maintain a supply of safe, treated water for the City and Borough of Wrangell's citizens and businesses and to meet fire protection needs during periods of either low water supply or high water use, it is necessary to implement a water shortage management plan which identifies specific actions to be taken by the Borough to manage water available for distribution.
- B. Wrangell has limited water storage capacity. The maximum capacity of the upper and lower reservoirs is 190 acre-feet (45.3 million gallons) and 102 acre-feet (21.4 million gallons), respectively. These reservoirs form the water supply for Wrangell. The usable capacity of the treated water storage tanks is approximately 850,000 gallons at tank levels of 32 feet. A minimum of 10 feet of storage is the Borough's minimum level for fire protection.
- C. Wrangell is located in a moderate rainforest climate, but where drought conditions periodically occur and where practices to conserve water are necessary.
- D. Wrangell's water treatment facility consistently experiences poor treatment performance and difficulty in cleaning treatment filters, which leads to low filtration capacity and water storage volume relative to both summer and winter water demands.
- E. High demand, together with drought conditions and/or system constraints, may reduce the water available to Wrangell's water supply system to the point of creating a water shortage;

- F. Wrangell has developed a water shortage management response plan that is a layered contingency plan that provides for a systematic response, restricting customer water use, and moderating water waste to meet the essential needs of the community.
- G. It is necessary to provide Wrangell Borough staff with flexibility to implement measures to restrict water use as deemed appropriate to conserve the water supply of the City and Borough of Wrangell, to protect the health, safety and general welfare of the citizens during periods of potential water shortage.

#### **PURPOSE AND INTENT:**

It is the purpose and intent of this part to proactively establish procedures for systematically managing water demand through conservation measures and measures designed to limit water use during a system constraint or hydrological-related shortage. The procedures listed in this part are designed to be used during atypical and irregular events and are not intended for use as a substitute for developing water supply projects.

#### **WASTE OF WATER PROHIBITED:**

No water customer shall allow, permit or cause the waste of water, which shall include any use of water in violation of this part.

#### **AUTHORIZATION:**

- A. The Borough Manager, along with the Public Works Director and Water Department staff are authorized to enforce this management plan. Herein they are referenced as the Water Shortage Management Committee (WSMC)
- B. The Borough Manager with guidance from the WSMC shall have express authority to declare a Stage I, Stage II, or Stage III shortage when either a hydrologic or emergency shortage exists as defined below:
  - 1. Hydrologic Shortage - A hydrological shortage exists at a point that the draw-down from the lower reservoir exceeds the input from the upper reservoir or when the total of the two reservoirs is projected to be below two months of demand, whichever occurs first.
  - 2. Emergency Shortage - An emergency shortage exists when conditions such as storage tank levels, operational constraints, infrastructure failure, natural disaster, regulatory issues, or other factors hinder the Borough's ability to meet customer water demands.
- C. The Borough Manager may propose and implement additional water shortage response measures, beyond those contained in this part, or modify existing water shortage response measures, as deemed necessary.

## **ACTION FOR HYDROLOGICAL SHORTAGE**

If the total reservoir system storage is projected to be below two months of demand, then Borough staff will conduct an analysis. The analysis will consider system demands, water supply indicators such as long-range weather forecasts, snowpack, precipitation, temperature, evaporation, stream flow, soil moisture, projected storage levels, operational constraints, and risk tolerance. If the analysis reveals a substantial risk of shortage, then the results will be reported to the Borough Manager with a recommendation for implementation of water shortage response measures, including declaration of a Stage I, Stage II, or Stage III shortage as listed in this part.

It is important to note that a portion of the lower reservoir is unusable due to the elevation of the outlet in relation to the bottom of the reservoir. If lower reservoir water storage levels drop substantially below the spillway, then there is insufficient pressure to maintain high flow levels to the Water Plant for treatment. As such, a hydrological shortage may be determined due to lower reservoir water levels based on the inherent needs demanded by a gravity fed system.

## **ACTION FOR EMERGENCY SHORTAGE**

If an emergency shortage exists when conditions such as reduced storage tank levels, operational constraints, infrastructure failure, natural disaster, regulatory issues, or other factors hinder the Borough's ability to meet customer water demands, then the results will be reported to the Borough Manager with a recommendation for implementation of water shortage response measures, including declaration of a Stage I, Stage II, or Stage III shortage as listed in this part.

## **PUBLIC AWARENESS FOR CONSERVATION MEASURES**

The Water Department continually monitors water levels. Prior to Stage I or preceding periods of known, high demand, the Borough will increase public communication and education efforts aimed at water conservation and, will encourage the community to conserve water wherever possible in the hopes of thwarting a Stage I watch measure.

## **STAGE I SHORTAGE (WATCH – YELLOW ALERT):**

A Stage I shortage may be declared when the Water Department and Public Works Director inform the Borough Manager that the analysis required under section Authorization, part B of a water shortage indicates that proactive measures should be taken to avoid or reduce the severity of a shortage. During a Stage I shortage, the Borough will increase public communication and education efforts aimed at water conservation and will encourage the community to conserve water wherever possible.

During a Stage I shortage, water customers are encouraged to follow the voluntary water conservation measures set forth below:

- A. Outdoor landscape watering is prohibited.

- B. Do not use water to clean outdoor hard surfaces such as sidewalks, driveways, decks and patios, with a hose that lacks a active positive shut-off nozzle.
- C. Do not wash motor vehicles, trailers, boats and other types of equipment with a hose that lacks an active positive shut-off nozzle.
- D. Repair or disable any detectable water system line, component, or plumbing fixture that is leaking or damaged, as soon as possible.
- E. Restaurants, hotels, cafes, or other public places where food is sold, served or offered for sale, are encouraged not to serve drinking water from the tap unless expressly requested by a patron.

During a Stage I shortage, major water customers will be required to follow the mandatory water conservation measures set forth below:

- A. Major industrial and commercial water customers using water for their business operations shall submit a water conservation plan to Borough staff which identifies measures to be implemented at each of the three stages of water shortage and shall begin implementing Stage 1 measures. The industrial or commercial user must develop, maintain on site, and comply with a water conservation plan that demonstrates optimal use of water. This plan must be available for review and approval upon request by the Borough at all reasonable times. At a minimum, these customers shall include seafood processing plants, dock-fueling stations, and ports and harbor facilities.
- B. Commercial water sales to cruise ships, or other large purchases for use outside of the water enterprise fund service area, may be restricted.

## **STAGE II SHORTAGE (WARNING – ORANGE ALERT):**

A Stage II shortage may be declared when the Water Department and Public Works Director inform the Borough Manager that the analysis required under section Authorization, Part B of a water shortage indicates that the Stage I response is insufficient to reduce demands to a level in proportion to the severity of the shortage.

Stage II water shortage may be declared when the average total consumption over a 5-day period reaches 720,000 gallons per day. If this threshold is breached, the WSMC shall assess all relevant qualitative and quantitative variables to determine the need for a Stage II shortage and provide a recommendation to the Borough Manager.

The following restrictions on the use of water by water customers and water conservation measures shall be in effect, required and enforced during a Stage II shortage:

- A. Outdoor landscape watering is prohibited.
- B. Washing of sidewalks, walkways, patios, driveways, parking areas or other hard surfaces is prohibited. Power washing shall only be used for protection of public health, safety or welfare.

- C. Washing of motor vehicles, trailers, boats and other types of equipment shall be prohibited. Vehicles contained in commercial operation or fleets may be washed if public safety requires it.
- D. No water customer shall fail to repair or disable any detectable leak in a water line, water system component, or plumbing fixture that is leaking or damaged, within 48-hours of discovery. Failure to comply shall cause the water service to be shut-off by the Borough until such repairs are made.
- E. Filling or refilling any outdoor water feature or hot tub shall be prohibited.
- F. No restaurant, hotel, cafe, or other public place where food is served, or offered for sale, shall serve drinking water from the tap, unless expressly requested by a patron.
- G. Industrial and commercial water customers, *in particular ports and harbor's industrial facilities, seafood processors, and dock-fueling stations* may utilize water for their business operation needs according to their business' previously submitted water conservation plan. The Borough will require periodic reporting by the customer to demonstrate optimal use of water and to help project water shortage trends.

If Stage II water shortage is related to reduced storage tank levels, industrial and commercial water customers may be required to reduce flow capacity, in coordination with the customers, to assist in recovering water levels in the storage tanks. Throttling will be monitored and only implemented as long as necessary.

H. City and Borough Facilities:

1. All boat harbors shall have all individual boat slips' water service discontinued. Water will be available at the head dock only. The Fire Department will be notified of the reduced service, allowing them to implement an alternative fire response plan.
2. The Swimming Pool may have limited to no hours of water service depending on pool conditions (i.e., leak, filter backwash demand).

### **STAGE III SHORTAGE (CRITICAL – RED ALERT):**

A Stage III shortage may be declared when the Water Department and Public Works Director inform the Borough Manager that the analysis required under section Authorization, Part B of a water shortage indicates that the Stage II response is insufficient to reduce demands to a level in proportion to the severity of the shortage.

A stage III shall be declared when frequency of filter maintenance impacts the ability to maintain adequate storage tank levels.

In addition to the Stage II restrictions and water conservation measures set forth above, the following restrictions on the use of water by water customers shall be in effect and required during a Stage III shortage:

- A. All outdoor use of water is prohibited.
- B. Any water customer found to have a leak or damaged water line, water system component, or plumbing fixture shall have water service disconnected until such repairs are made.
- C. Industrial and commercial water use shall be reduced by an amount, to be determined by the Borough, in relationship to the severity of the shortage.

If Stage III water shortage is related to reduced storage tank levels, industrial and commercial water customers shall have water flow capacity reduced, in coordination with the customers, to assist in recovering water levels in the storage tanks. Throttling will be monitored and only implemented as long as necessary.

D. City and Borough Facilities:

- 1. Ports and Harbor Facilities (all Boat Harbors, City Dock and the Marine Service Center) shall have water service discontinued as long as necessary. The Fire Department will be notified of the reduced service, allowing them to implement an alternative fire response plan.
- 2. The Swimming Pool may have water service discontinued, as long as necessary.

#### **DURATION OF WATER USE RESTRICTIONS:**

The Borough will regularly evaluate the estimated supply of water available to the water system in an effort to determine whether it is necessary to continue the water use restrictions of a declared stage or level. Stages and levels may be declared in accord with this chapter and, if water supply conditions warrant, the Borough Manager may either downgrade or withdraw a declaration of a Stage I, Stage II, or Stage III shortage. Updates regarding water status and restrictions will be posted regularly on the City's website to maintain community communication.

#### **EXCEPTIONS:**

- A. Water customers may use water when a critical need is approved by the Borough Manager, which may include when water use is essential to protect public health, safety or welfare, or when water use is related to a commercial activity and disruption would cause economic harm.

#### **ACCESS TO PREMISES:**

Whenever necessary for the purposes of investigating any alleged violation of this part, the Borough shall have the power, upon the presentation of proper credentials, to enter and inspect at any reasonable time, and in any reasonable manner, the exterior of a water customer's premises.

If entry to or inspection of the premises is denied or not promptly permitted, the Borough is authorized to terminate the water customer's water service to the premises, for willful violations of mandatory

restrictions and regulations in this chapter, until the required inspection is made and the Borough is satisfied that a water waste situation does not exist.

#### **LIABILITY:**

Each water customer shall be responsible for compliance with this part with respect to the water customer's premises, and shall be responsible for applicable charges for noncompliance with this part. In the event of an alleged violation of this part, proof of the existence of a declared water shortage and proof of any violation of any restriction set forth in this part, together with proof that the violation originated at any water customer's premises, shall constitute a rebuttable presumption that the water customer is responsible for the violation.

#### **VIOLATIONS AND CHARGES:**

- A. Every law enforcement officer having jurisdiction in the Wrangell area shall have the authority to enforce the provisions of this section. In addition, the Borough Manager may also delegate enforcement responsibility for this section to other agencies and departments of city government, utilizing a variety of enforcement methods, including but not limited to, conducting customer education, issuing warnings and the addition of charges to water bills. The Borough Manager shall determine the stage of shortage at which the addition of charges to water bills will be used as an enforcement mechanism.
- B. In the event the Borough determines that an observed violation of this part has occurred on a water customer's premises during a Stage II, or Stage III shortage, the water customer may be subject to the following:
  1. For a first observed violation of a Stage II, or Stage III restriction as set forth in this chapter, the Borough shall notify the water customer in writing of the violation and issue a written warning to the water customer. Enforcement officials shall provide violators with no more than one written warning. Each day in violation of this section shall constitute a separate offense.
  2. For a second and any subsequent observed violation of a Stage II restriction as set forth in this chapter, the Borough shall notify the water customer in writing of the violation and shall add a two hundred- and fifty-dollar (\$250.00) charge to the water bill for the premises. Each day in violation of this section shall constitute a separate offense.
  3. For a second and any subsequent observed violation of a Stage III restriction as set forth in this chapter, the Borough shall notify the water customer in writing of the violation and shall add a five-hundred-dollar (\$500.00) charge to the water bill for the premises. Each day in violation of this section shall constitute a separate offense.
- C. For repeated observed violations of this part occurring during any Stage II or Stage III shortage, the Borough may, in its discretion: a) disconnect water service to the premises for which the violations occurred in accord with the code of the utility; or b) restrict water flow to the water customer at the premises at which the violations occurred. Any flow restriction

shall remain in place for a period determined by the Borough, based upon the severity of the violation as well as the applicable declared stage.

- D. Whenever the Borough finds a water customer to be in violation of this part, a notice of violation must be issued. Every reasonable effort will be made to notify the water customer of the violation, and a notice requiring the customer to cease the violation and take remedial action will be posted at the point of entry into the property. Failure to comply may result in temporary termination of water service pursuant to applicable water codes.
- E. The notice of violation must be served upon the water customer by fixing the notice to the premises of the water customer in a conspicuous place, by personal delivery, or by sending the notice electronically or by U.S. mail. If sent electronically or by mail, service shall be deemed complete upon sending or mailing. Service of the notice of violation by affixation has the same force and effect and is subject to the same penalties for disregarding a notice, as if the notice of violation were personally served on the water customer. For purposes of this part, a person who is of full legal age and who resides at the premises is deemed to be the agent of the water customer to receive a notice of violation.
- F. Whenever a water customer fails to correct a violation within the correction period set forth on a notice of violation, this failure to correct shall constitute an additional violation.
- G. Any charge assessed pursuant to this chapter shall be collectible in the same manner as a water charge under the water rates related to the Wrangell Water Department, and if unpaid, water service for the premises may be discontinued in accord with the Borough's codes.
- H. Any charge assessed an industrial or commercial user, pursuant to this chapter, shall be equal to three (3) times the applicable charge.

#### **DISPUTE RESOLUTION:**

Any water customer's dispute with the Borough concerning this part shall first be addressed through review by the Borough Manager. If the review by the Borough Manager does not resolve the dispute, the water customer may, within five days of the demand made upon them for the water shortage violation, demand a hearing before the Borough Assembly on this matter. The Borough Assembly shall, after receiving a report from the Borough Manager of water shortage violation charges, afford an opportunity for such hearing and shall make a determination to uphold, alter or remove the water shortage violation charges. Any remaining violation charges shall be collected according to standard Borough collection procedures.

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	July 23, 2024
	<u>Agenda Section</u>	<b>13</b>

Approval of Amendment 1 to USFS Chugach Lease Agreement (Lease No. 12010924L0518)

SUBMITTED BY:

Mason Villarma, Borough Manager

FISCAL NOTE:

**Expenditure Required:** \$XXX Total

Fiscal Year (FY): 24-25	Amount: N/A
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**Amount Budgeted:**

N/A

**Account Number(s):**

N/A

**Account Name(s):**

N/A

**Unencumbered Balance(s) (prior to expenditure):**

N/A

Reviews/Approvals/Recommendations

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

ATTACHMENTS: 1. Original MV Chugach Lease 2. Amendment 1 to MV Chugach Lease

**RECOMMENDATION MOTION:**

Move to approve Amendment 1 to the USFS Chugach Lease Agreement.

**SUMMARY STATEMENT:**

This amendment is made between the City and Borough of Wrangell (Lessor), located at 205 Brueger St, Wrangell, AK 99929, and the USFS (Government). The purpose of this amendment is to modify the termination clause and update the Examination of Records clause in the lease agreement.

Effective upon approval of both parties, the lease agreement is amended as follows:

**A. Termination Clause (Clause 4):**

- The lease can only be terminated by mutual agreement between the Government and the Lessor.
- Both parties must provide written consent for the termination.
- No rental will be charged after the effective date of termination.
- Termination notice must be given at least two years in advance, starting from the day after the notification date (via postal service, email, or fax).

**B. Examination of Records Clause (Clause 35):**

- The clause is amended to replace references to the General Services Administration (GSA) and the Administrator of General Services with the United States Department of Agriculture, Forest Service (USDA/FS).

# U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

10/23/23

LEASE NO.

12010924L0518

THIS LEASE, made and entered into this date by and between City and Borough of Wrangell whose address is 205 Brueger St, Wrangell, AK 99929 and whose interest in the property hereinafter described is that of owner hereinafter called the LESSOR and the UNITED STATES OF AMERICA, acting by and through the United States Forest Service (USFS), as Lessee, hereinafter called the GOVERNMENT. The LESSOR and GOVERNMENT are herein collectively referred to as the Parties.

WITNESSETH:

WHEREAS, pursuant to 16 U.S.C. §571c, the GOVERNMENT wishes to lease certain land herein described, owned by the LESSOR and located as described in Article 1, Leased Premises, of this Lease, to be used for GOVERNMENT purposes;

NOW THEREFORE, in consideration of the premises and of other good and valuable consideration herein mentioned, the Parties hereto covenant and mutually agree as follows:

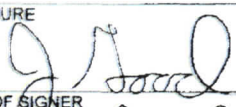
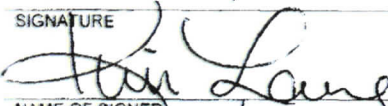
1. The LESSOR hereby leases to the GOVERNMENT the following described premises, to be used for GOVERNMENT purposes: approximately 4,500 square feet (0.103 acres) contained within T62S R83E, within lot 4BB-1 of the WSI Subdivision II recorded as Plat No. 2003-9 Wrangell Recording District, State of Alaska. See Exhibit A, attached hereto and made a part hereof.

Site commonly referred to/known as: The Nolan Center  
Borough of Wrangell, AK Parcel No. 02-022-634  
USDA NRM land asset #7072120010602

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on 1/1/2024 through 12/31/2043, subject to termination and renewal rights as may be hereinafter set forth and conditional upon the passage of an applicable appropriation or authorization by Congress from which expenditures may be made and shall not obligate the United States of America upon failure of Congress to so act.
3. The GOVERNMENT shall pay the LESSOR via electronic funds transfer, a rent of \$1.00, receipt of which is hereby acknowledged.
4. Either the GOVERNMENT or the LESSOR may terminate this lease at any time by giving at least 2 years' notice in writing to the other party and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after date of notification (via postal service, email, or fax).
5. This lease may be renewed at the option of the GOVERNMENT with concurrence from the LESSOR and approval by the City and Borough of Wrangell Assembly for a maximum of six (6) five-year renewal terms, provided notice be given in writing to the LESSOR at least 120 days before the end of the optional lease term or any renewal terms. All other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing the day after the date of notification (via postal service, email or fax).

6. The GOVERNMENT shall furnish to the LESSOR during GOVERNMENT occupancy of the land, the following: N/A
7. The LESSOR shall furnish to the GOVERNMENT the following at no cost to the GOVERNMENT  
 (a) 24 hours a day, seven days a week unrestricted ingress/egress access to the leased premises through the initial and any renewal terms of this lease.
8. In the event of a holdover past the term of the lease the tenancy shall continue on a month-to-month basis, terminable upon 30 days' written notice by either party, at the same rental rate in effect at the time of the lease's expiration and all terms and conditions of the lease shall continue in full force and effect. Any claims by the LESSOR resulting from the holdover shall be handled through the process established in the Contract Disputes Act of 1978, as amended, and the tenancy shall continue throughout the resolution of the dispute.
9. The LESSOR warrants that it has the authority to execute this lease, to allow the GOVERNMENT to use and occupy land, and to provide unrestricted legal access to the land.
10. For the purposes of this lease, any reference to "contractor" shall be understood to mean LESSOR.
11. The following are attached and made a part hereof:  
 Exhibit A - Parcel Map  
 Land Lease Rider

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

<b>LESSOR</b>	
SIGNATURE 	SIGNATURE
NAME OF SIGNER Jeffrey Good	NAME OF SIGNER
<b>IN PRESENCE OF</b>	
SIGNATURE 	SIGNATURE
NAME OF SIGNER Kim Lane	NAME OF SIGNER
<b>UNITED STATES OF AMERICA</b>	
SIGNATURE	NAME OF SIGNER Ronald M. Feist
<b>RONALD FEIST</b> Digitally signed by RONALD FEIST Date: 2023.10.23 11:01:56 -07'00'	OFFICIAL TITLE OF SIGNER USDA, Real Estate Lease Contracting Officer

STANDARD FORM 2 (REV. 8/2003) BACK

USFS Lease No. 12010924L0518

**LAND LEASE RIDER**

12. Improvements. The leased premises are to be improved with the following GOVERNMENT-Owned and constructed improvements and facilities. The specifics of the collaboration between the City and Borough of Wrangell and the United States Forest Service on the improvements will be detailed in a separate MOU.


USDA Asset Number	USDA Asset Name	Predominant Usage	Length/ Size	Acquisition Date	Latitude/ Longitude Coordinates
	Shelter	Shelter	Approx. 1,450 sf	TBD	56°28'9.47"N 132°23'0.29"W

13. Construction. The GOVERNMENT shall have the right during the existence of this Lease to erect upon the Leased Premises related buildings and support facilities as may be needed; to erect additions thereto, and to place appropriate signs in or upon the buildings and premises. Failure on the part of the GOVERNMENT to perform in accordance with any and all provisions of this Lease shall in no way affect the GOVERNMENT's right, title, and interest in and to any and all structures and facilities constructed hereunder, which are included and covered by the terms and conditions of this Lease.

- (a) The GOVERNMENT agrees that in the development of plans for new buildings, facilities, and additions (improvements) thereto, and landscaping and signs to be erected upon the Leased Premises, it will coordinate and review its plans with the LESSOR. The GOVERNMENT agrees that it shall seek the concurrence of the LESSOR, to the greatest extent practicable; to ensure that said improvements erected upon the Leased Premises conform to general site plans and general architectural requirements which the LESSOR has adopted for its sites and buildings; and such concurrence will not be unreasonably withheld.
- (b) The GOVERNMENT will afford the LESSOR ten (10) business days to review the plans and specifications. Should the LESSOR not agree to the project or plans, the LESSOR shall provide the GOVERNMENT reasoning for the disapproval and/or recommendations for modifying the project.
- (c) In the event the GOVERNMENT does not begin construction of the aforementioned improvement(s) within 5 years from the date of this lease, this lease shall become void and of no effect.
- (d) The LESSOR shall not obstruct the GOVERNMENT's operations under this lease in any way. If any circumstances arise which detrimentally affect the GOVERNMENT's operations under this lease, the LESSOR shall notify the GOVERNMENT as soon as practicable of those circumstances. The LESSOR shall eliminate or fully mitigate the cause of those circumstances within 72 hours of GOVERNMENT notification, or otherwise as soon as is practicable under the circumstances.

14. Utility Connections and Services. [Intentionally Deleted]

15. Maintenance. The GOVERNMENT shall, at its sole expense, maintain and repair the interior and exterior of all GOVERNMENT-owned improvements identified within Article 12 herein.

 LESSOR

GOVERNMENT 

USFS Lease No. 12010924L0518

16. Disposal & Restoration. Any and all GOVERNMENT-owned improvements shall remain the property of the GOVERNMENT and within six (6) months after termination or expiration of this Lease, the GOVERNMENT, at its option, shall dispose of such improvements in one of the following ways:
- (a) In accordance with applicable laws and regulations in effect at the time of the disposal, provide the LESSOR with the right of first refusal to acquire the improvements. The conveyance of any or all improvements to the LESSOR would be made upon payment to the GOVERNMENT of a mutually agreed upon figure based on the appraised fair market value of the improvements, as may be depreciated, and as discounted for the fair market value of the leasehold.
  - (b) Disposal of any or all improvements to a party or parties other than the LESSOR. However, the LESSOR must approve, in advance and in writing, any such conveyance to a third party and if the LESSOR so approves, shall execute a lease of the Leased Premises with the third party, upon reasonable rental terms and at fair market value.
  - (c) Dispose of or have disposed by a third party such improvements by dismantling them and removing them from the Leased Premises, including completely removing all hazardous and non-hazardous waste materials, and restoring the areas affected by such removal to a condition similar to the condition as was received. In the case of disposal by a third party, the third party would have sixty (60) days to remove the improvements, and if they are not removed within the sixty (60) days they will be deemed abandoned and the LESSOR may dispose of them at will.
17. Damage or Destruction. If, at any time during the term of this Lease or an exercised Renewal Option, the GOVERNMENT-owned improvements constructed upon said Leased Premises shall be substantially damaged or destroyed by fire or other casualty, the GOVERNMENT shall have the option of commencing and thereafter proceeding with reasonable diligence (subject to a reasonable time allowance for appropriation of any additional funds required and for any other unavoidable delay), at its sole expense, to restore or rebuild the GOVERNMENT-owned improvements as nearly as possible to their value immediately prior to such damage or destruction. If, at any time during the term of this Lease or an exercised Renewal Option, the Leased Premises are substantially damaged by casualty, the GOVERNMENT shall have the option of terminating said Lease or Renewal in accordance with Article 4.
18. Mineral Development. Notwithstanding anything else herein to the contrary, all right, title, and interest in and to any minerals that are a part of the subject land under the control of the LESSOR, shall remain the property of LESSOR, provided however, that the GOVERNMENT's rights in the premises are superior to the rights in the mineral estate retained by the LESSOR. Further, the LESSOR agrees to subordinate to the GOVERNMENT any and all rights to surface or sub-surface drilling and/or excavation of the premises during the primary and renewal terms of this lease.
19. Sublet. The GOVERNMENT may not sublet any part of the Leased Premises.
20. Subordination, Non-Disturbance and Attornment.
- (a) LESSOR warrants that it holds such title to or other interest in the premises and other property as is necessary to the GOVERNMENT's access to the premises and full use and enjoyment

 LESSOR

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GOVERNMENT 

USFS Lease No. 12010924L0518

thereof in accordance with the provisions of this lease. GOVERNMENT agrees, in consideration of the warranties and conditions set forth in this clause, that this lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the Leased Premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this lease. GOVERNMENT agrees, however, within twenty (20) business days next following the Contracting Officer's receipt of a written demand, to execute such instruments as LESSOR may reasonably request to evidence further the subordination of this lease to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by LESSOR if such easement does not interfere with the full enjoyment of any right granted the GOVERNMENT under this lease.

- (b) No such subordination, to either or future mortgages, deeds or trust or other lien of security instrument shall operate to affect adversely any right of the GOVERNMENT under this lease so long as the GOVERNMENT is not in default under this lease. LESSOR will include in any future mortgage, deed of trust or other security instrument to which this lease becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. LESSOR warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause and agrees to provide true copies of all such consents to the Contracting Officer promptly upon demand.
- (c) In the event of any sale of the Leased Premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu foreclosure, the GOVERNMENT will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the Leased Premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the LESSOR under this lease, so as to establish direct privity of estate and contract between GOVERNMENT and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the GOVERNMENT; provided, further, that the Contracting Officer and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this lease, or other writings, as shall be necessary to document the foregoing relationship.
- (d) None of the foregoing provisions may be deemed or construed to imply a waiver of the GOVERNMENT's rights as a sovereign.

## 21. Statement of Lease.

- (a) The Contracting Officer will, within thirty (30) days next following the Contracting Officer's receipt of a joint written request from LESSOR and a prospective lender or purchaser of the land, execute and deliver to LESSOR a letter stating that the same is issued subject to the conditions stated in this clause and, if such is the case, that (1) the lease is in full force and effect; (2) the date to which the rent and other charges have been paid in advance, if any; and (3) whether any notice of default has been issued.

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GOVERNMENT 

USFS Lease No. 12010924L0518

(b) Letters issued pursuant to this clause are subject to the following conditions:

- i. That they are based solely upon a reasonably diligent review of the Contracting Officer's lease file as of the date of issuance;
- ii. That the GOVERNMENT shall not be held liable because of any defect in or condition of the Leased Premises;
- iii. That the Contracting Officer does not warrant or represent that the Leased Premises comply with applicable Federal, State, and local law; and
- iv. That the LESSOR, and each prospective lender and purchaser are deemed to have constructive notice of such facts as would be ascertainable by reasonable pre-purchase and pre-commitment inspection of the Premises by inquiry to appropriate Federal, State, and local Government officials.

22. Integrated Agreement. This lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the lease. Except as expressly attached to and made a part of the lease, neither the request for lease proposals nor any pre-award communications by either party shall be incorporated in the lease.

23. Insurance and Liability. The United States is self-insured. All claims against the United States for injuries or damages incurred as a result of the GOVERNMENT's exercise of its rights under this lease shall be determined in accordance with the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., and are subject to the availability of federal appropriations. The LESSOR will be responsible for the acts, omissions or negligence of its own officers, employees, and agents.

24. Applicable Regulations, Codes, and Laws.

(a) Compliance with Applicable Law

LESSOR shall comply with all Federal, state, and local laws applicable to its ownership and leasing of the Property, including, without limitation, laws applicable to LESSOR'S construction, ownership, alteration or operation of all buildings, structures, and facilities located thereon, and obtain all necessary permits, licenses and similar items at its own expense, provided that nothing in this Lease shall be construed as a waiver of the sovereign immunity of LESSOR. The GOVERNMENT will comply with all Federal, state, and local laws applicable to and enforceable against it as a tenant under this lease, including laws applicable to the GOVERNMENT'S construction, ownership, alteration or operation of all buildings, structures and facilities located thereon at its own expense, provided that nothing in this Lease shall be construed as a waiver of the sovereign immunity of the GOVERNMENT. This Lease shall be governed by Federal law.

(b) Applicable Regulations and Permitted Use of Chemicals

The GOVERNMENT shall not suffer any waste to be committed in or about said Leased Premises, shall keep the Leased Premises free and clear of any and all refuse and other nuisance, shall strictly adhere to applicable regulations for the use and disposal of chemicals, and observe all other applicable laws, rules, regulations, and ordinances relating to the maintenance, use, and occupancy of the Leased Premises.

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GOVERNMENT 

USFS Lease No. 12010924L0518

25. Default. Any omission of the LESSOR to exercise any right upon the default of the GOVERNMENT shall not preclude the LESSOR from the exercise of such right upon any subsequent default of the GOVERNMENT.
26. Severability. Should any provision or portion of such provision of this Lease be held invalid, the remainder of this Lease or the remainder of such provision shall not be affected thereby.
27. Successors and Assigns. The terms and provisions of this Lease and the conditions herein shall bind, and inure to the benefit of, the parties and their respective heirs, executors, administrators, successors, and assigns.
- (a) If during the term of the Lease, title to the Property is transferred, the Lease is assigned, or the LESSOR changes its legal name, the LESSOR and its successor shall comply with the requirements of FAR Subpart 42.12. If title is transferred, the LESSOR shall notify the GOVERNMENT within five (5) days of the transfer of title.
  - (b) The GOVERNMENT and the LESSOR may execute a Change of Name Agreement if the LESSOR is changing only its legal name, and the GOVERNMENT'S and the LESSOR'S respective rights and obligations remain unaffected. A sample form is found at FAR 42.1205.
  - (c) If title to the Property is transferred or the Lease is assigned, the GOVERNMENT, the original LESSOR (Transferor), and the new owner or assignee (Transferee) shall execute a Novation Agreement providing for the transfer of Transferor's rights and obligations under the Lease to the Transferee. When executed on behalf of the GOVERNMENT, a Novation Agreement will be made part of the Lease via Lease Amendment.
  - (d) In addition to all documents required by FAR 42.1204, the USDA Lease Contracting Officer (LCO) may request additional information (e.g., copy of the deed, bill of sale, certificate of merger, contract, court decree, articles of incorporation, operation agreement, partnership certificate of good standing, etc.) from the Transferor or Transferee to verify the parties' representations regarding the transfer and to determine whether the transfer of the Lease is in the GOVERNMENT'S interest.
  - (e) If the LCO determines that recognizing the Transferee as the LESSOR will not be in the GOVERNMENT'S interest, the Transferor shall remain fully liable to the GOVERNMENT for the Transferee's performance of obligations under the Lease, notwithstanding the transfer. Under no condition shall the GOVERNMENT be obligated to release the Transferor of obligations prior to (a) the rent commencement date; and (b) any amounts due and owing to the GOVERNMENT under the Lease having been paid in full or completely set off against the rental payments due under the Lease.
  - (f) As a condition for being recognized as the LESSOR and entitlement to receiving rent, the Transferee must register in the SAM for purposes of "All Awards" (See FAR 52.232-33), and complete all required representations and certifications within SAM.
  - (g) If title to the Property is transferred, or the Lease is assigned, rent shall continue to be paid to the original LESSOR, subject to the GOVERNMENT'S rights as provided for in this Lease. The GOVERNMENT'S obligation to pay rent to the Transferee shall not commence until the GOVERNMENT has received all information reasonably required by the LCO under subparagraph 27d., the GOVERNMENT has determined that recognizing the Transferee as the LESSOR is in the GOVERNMENT'S interest (which determination will be prompt and not

 LESSOR

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GOVERNMENT 

USFS Lease No. 12010924L0518

unreasonably withheld), and the Transferee has met all conditions specified in sub-paragraph 27f.

28. Congress. No Member of or Delegate to Congress shall be admitted to any share or part of this Lease or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this Lease if made with a corporation for its general benefit.
29. Notification. All notices or official communications which may be required under this Lease, given by either party to the other, shall be in writing and addressed to such party's address, unless otherwise provided herein, as follows:

- (a.) Notice to LESSOR: City and Borough of Wrangell  
Attn: Jeff Good  
PO Box 531  
Wrangell, AK 99929  
Phone: 907-874-2381  
jgood@wrangell.com
- (b.) Notice to GOVERNMENT: United States Department of Agriculture  
United States Forest Service  
Procurement and Property Services  
Attn: Lease Contracting Officer/Sandra Maverick  
1835 Black Lake Blvd  
Olympia, WA 98512  
Phone: 360-522-6239  
sandra.maverick@usda.gov

Either party may from time to time, by written notice to the other, designate a different address to which notices shall be sent.

30. ~~Telecommunications Site Contract~~ [Intentionally Deleted]
31. ~~Telecommunications Site Coordination~~ [Intentionally Deleted]
32. Consequences. LESSOR agrees that, should any ad valorem or other tax consequence arise from the GOVERNMENT's use of the leased Premises, LESSOR shall bear all responsibility, therefore. LESSOR acknowledges and agrees that LESSOR's obligation under this section is supported by consideration from the GOVERNMENT under this lease.
33. Representations. The making, execution, and delivery of this Lease have been induced by no representations, statements, or warranties other than those herein expressed. This Lease embodies the entire understanding of THE PARTIES, and there are no further or other agreements or understandings, written or oral, in effect between THE PARTIES relating to the subject matter hereof. This Lease may be amended or modified only by an instrument of equal dignity and formally signed by THE PARTIES hereto.

 LESSOR

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GOVERNMENT 

USFS Lease No. 12010924L0518

- (a) Applicant (also referred to as LESSOR herein), is [ ] is not [X] an entity that has filed articles of incorporation in one of the fifty states, the District of Columbia, or the various territories of the United States including American Samoa, Federated States of Micronesia, Guam, Midway Islands, Northern Mariana Islands, Puerto Rico, Republic of Palau, Republic of the Marshall Islands, U.S. Virgin Islands. (Note that this includes both for-profit and non-profit entities.)

34. **Prompt Payment.** The GOVERNMENT will make payments under the terms and conditions specified in this clause. Payment shall be considered as being made by the day an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified.

(a) *Payment due date –*

- a. *Rental payments.* Rent shall be paid monthly in arrears and will be due on the first workday of each month, and only as provided for by the lease.
  - i. When the date for commencement of rent falls on the 15<sup>th</sup> day of the month or earlier, the initial monthly rental payment under this lease shall become due on the first workday of the month following the month in which the commencement of the rent is effective.
  - ii. When the date for commencement of rent falls after the 15<sup>th</sup> day of the month, the initial monthly rental payment under this lease shall become due on the first workday of the second month following the month in which the commencement of the rent is effective.
- b. *Other payments.* The due date for making payments other than rent shall be the later of the following two events:
  - i. The 30<sup>th</sup> day after the designated billing office has received a proper invoice from the Contractor.
  - ii. The 30<sup>th</sup> day after GOVERNMENT acceptance of the work or service. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30<sup>th</sup> day after the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(b) *Invoice and inspection requirements for payment other than rent.*

- a. The Contractor shall prepare and submit an invoice to the designated billing office after completion of the work. A proper invoice shall include the following items:
  - i. Name and address of the Contractor.
  - ii. Invoice date.
  - iii. Lease number.
  - iv. GOVERNMENT's order number or other authorization.
  - v. Description, price, and quantity of work or services delivered.
  - vi. Name and address of Contractor official to whom payment is to be sent (must be the same as that in the remittance address in the lease or the order).
  - vii. Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.
- b. The GOVERNMENT will inspect and determine the acceptability of the work performed or services delivered within seven (7) days after the receipt of a proper invoice or notification of completion of the work or service unless a different period is specified at

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GOVERNMENT 

USFS Lease No. 12010924L0518

the time the order is placed. If actual acceptance occurs later, for the purpose of determining the payment due date and calculation of interest, acceptance will be deemed to occur on the last day of the seven-day inspection period. If the seven days will be counted beginning with receipt of a new invoice or notification. In either case, the Contractor is not entitled to any payment or interest unless actual acceptance by the GOVERNMENT occurs.

(c) *Interest Penalty.*

- a. An interest penalty shall be paid automatically by the GOVERNMENT, without request from the LESSOR, if payment is not made by the due date.
- b. The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the payment amount approved by the GOVERNMENT and be compounded in 30-day increments inclusive from the first day after the due date through the payment date.
- c. Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than one year. Interest penalties of less than \$1.00 need not be paid.
- d. Interest penalties are not required on payment delays due to disagreement between the GOVERNMENT and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at Disputes.

(d) *Overpayments.* If the LESSOR becomes aware of a duplicate payment or that the GOVERNMENT has otherwise overpaid on a payment, the Contractor shall –

- a. return the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-
  - i. Circumstances of the overpayment (e.g. duplicate, erroneous, liquidation errors, date(s) of overpayment);
  - ii. Affected lease number;
  - iii. Affected lease line item or sub-line item, if applicable; and
  - iv. Lessor point of contact
- b. Provide a copy of the remittance and supporting documentation to the Lease Contracting Officer.

35. Examination of Records by GSA. The LESSOR agrees that the Administrator of General Services or any duly authorized representative shall, until the expiration of three (3) years under this Lease, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of the LESSOR involving transactions related to this Lease or compliance with any clauses thereunder.

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GOVERNMENT 

USFS Lease No. 12010924L0518

36. Disputes. This Lease is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C 601-613). Except as provided in the Act, all disputes arising under or relating to this Lease shall be resolved under this clause.

(a) This contract is subject to 41 U.S.C chapter 71, Contract Disputes.

(b) Except as provided in 41 U.S.C chapter 71, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under 41 U.S.C chapter 71 until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under 41 U.S.C chapter 71. The submission may be converted to a claim under 41 U.S.C chapter 71, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)

(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)

(i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am authorized to certify the claim on behalf of the Contractor."

(3) The certification may be executed by any person authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in 41 U.S.C chapter 71.

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GOVERNMENT 

USFS Lease No. 12010924L0518

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

37. **Mutuality of Obligation.** The obligations and covenants of the LESSOR, and the GOVERNMENT's obligation to pay rent and other GOVERNMENT obligations and covenants, arising under or related to this Lease, are independent. The GOVERNMENT may, upon issuance of and delivery to LESSOR of a final decision asserting a claim against LESSOR, set off such claim, in whole or in part, as against any payment or payments then or thereafter due to the LESSOR under this lease. No setoff pursuant to this clause shall constitute a breach by the GOVERNMENT of this lease.

38. **Equal Opportunity for Workers with Disabilities.** The LESSOR shall abide by the requirements of the equal opportunity clause of 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by the LESSOR to employ and advance in employment qualified individuals with disabilities.

39. **Payment by Electronic Funds Transfer – System for Award Management (SAM).** All payments by the GOVERNMENT under this Lease shall be made by electronic funds transfer (EFT), except as provided in paragraph (a.) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(a) In the event the GOVERNMENT is unable to release one or more payments by EFT, the LESSOR agrees to either:

- i. Accept payment by check or some other mutually agreeable method of payment; or
- ii. Request the GOVERNMENT to extend the payment due date until such time as the GOVERNMENT can make payment by EFT.

(b) LESSOR'S EFT information. The GOVERNMENT shall make payment to the LESSOR using EFT information contained in the System for Award Management (SAM). In the event that the EFT information changes, the LESSOR shall be responsible for providing the updated information to the SAM.

(c) Mechanisms for EFT payment. The GOVERNMENT may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National

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GOVERNMENT 

USFS Lease No. 12010924L0518

Automated Clearing House Association or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

- (d) Suspension of payment. If the LESSOR'S EFT information in the SAM database is incorrect, then the GOVERNMENT need not make payment to the LESSOR under this Lease until correct EFT information is entered into the SAM database; and any invoice or Lease financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this Lease. The prompt payment terms of the Lease regarding notice of an improper invoice and delays in accrual of interest penalties apply.
- (e) Liability for uncompleted or erroneous transfers.
  - i. If an uncompleted or erroneous transfer occurs because the GOVERNMENT used the LESSOR'S EFT information incorrectly, the GOVERNMENT remains responsible for:
    - a. Making a correct payment;
    - b. Paying any prompt payment penalty due; and
    - c. Recovering any erroneously directed funds.
  - ii. If an uncompleted or erroneous transfer occurs because the LESSOR'S EFT information was incorrect, or was revised within thirty (30) days of GOVERNMENT release of the EFT payment transaction instruction to the Federal Reserve System, and –
    - a. If the funds are no longer under the control of the payment office, the GOVERNMENT is deemed to have made payment and the LESSOR is responsible for recovery of any erroneously directed funds; or
    - b. If the funds remain under the control of the payment office, the GOVERNMENT shall not make payment, and the provisions of paragraph 39d of this clause shall apply.
- (f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this Lease if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.
- (g) EFT and assignment of claims. If the LESSOR assigns the proceeds of this Lease as provided for in the assignment of claims terms of this Lease, the LESSOR shall require as a condition of any such assignment, that the assignee shall register separately in the SAM database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this Lease, payment to an ultimate recipient other than the LESSOR, or a financial institution properly recognized under an assignment of claims pursuant to subpart 33(a) is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the LESSOR. EFT information that shows the ultimate recipient of the transfer to be other than the LESSOR, in the absence of a proper assignment of claims acceptable to the GOVERNMENT, is incorrect EFT information within the meaning of paragraph 39d of this clause.

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USFS Lease No. 12010924L0518

- (h) Liability for change of EFT information by financial agent. The GOVERNMENT is not liable for errors resulting from changes to EFT information made by the LESSOR'S financial agent.
- (i) Payment information. The payment or disbursing office shall forward to the LESSOR available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The GOVERNMENT may request the LESSOR to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the GOVERNMENT does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the GOVERNMENT. If the GOVERNMENT makes payment by check in accordance with paragraph 39a of this clause, the GOVERNMENT shall mail the payment information to the remittance address contained in SAM.
40. *Contractor Code of Business Ethics and Conduct.* (Applicable to leases over \$6 million total contract value and performance period is 120 days or more.) This clause is incorporated by reference.
41. *Covenant Against Contingent Fees.* (Applicable to leases over the Simplified Lease Acquisition Threshold.)
42. FAR 52.204-19 *Incorporation by Reference of Representations and Certifications* (Dec 2014). This clause is incorporated by reference.

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USFS Lease No. 12010924L0518

**EXHIBIT "A"**


Site commonly referred to/known as: The Nolan Center



Forest Service  
U.S. DEPARTMENT OF AGRICULTURE

Wrangell Ranger District  
Proposed Lease for M/V Chugach



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USFS Lease No. 12010924L0518

**EXHIBIT "A"**

Site commonly referred to/known as: The Nolan Center



Forest Service  
U.S. DEPARTMENT OF AGRICULTURE

Wrangell Ranger District  
Proposed Lease for M/V Chugach



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Enhanced copy of pg13 for reference only.  
Signatures not required.

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	October 10 <sup>th</sup> , 2023
	<u>Agenda Section</u>	<b>13</b>

Approval of the "Chugach" real property lease agreement between the United States of America, acting by and through the United States Forest Service and the City and Borough of Wrangell

### SUBMITTED BY:

Jeff Good, Borough Manager  
Kate Thomas, Economic Development Director

### FISCAL NOTE:

**Expenditure Required:** \$XXX Total

FY 24: \$	FY 25: \$	FY26: \$
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**Amount Budgeted: \$1**

FY24 \$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 checked="" type="checkbox"/>	Attorney
<input type="checkbox"/>	Insurance

ATTACHMENTS: 1. Draft Lease

### **RECOMMENDATION MOTION:**

Move to Approve USFS m/v Chugach real property lease agreement between the United States of America, acting by and through the United States Forest Service and the City and Borough of Wrangell.

**SUMMARY STATEMENT:** The MV Chugach has a significant history in the Alaska Region. She became a part of the Forest Service fleet in 1925 and was listed on the National Register of Historic Places in 1992. She is the last wooden ranger boat and served the region for 90 years. The vessel currently resides on Borough property located at the James and Elsie Nolan Center (reference Exhibit A).

Since 2016, Wrangell Borough and Forest Service staff have worked together to determine the best course of action to preserve the vessel for displaying and providing access to the public. Initially a Memorandum of Understanding (MOU) was crafted and approved to outline the intent and responsibilities of each party. That MOU has since expired.

The first step in securing further partnership is to establish a long-term lease agreement, followed by a new MOU. The draft lease agreement herein details a 20-year lease from January 1, 2024, to December 31, 2043. The lease may be renewed at the option of the United States Forest Service with concurrence from the City and Borough of Wrangell for a maximum of six (6) five-year renewal terms.

Following approval of the lease agreement, staff will bring the MOU forward for Assembly review. Design, funding acquisition and construction will pave way for the final display structure intended to protect the vessel while allowing public access for the enjoyment of this national treasure.

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

AGENDA ITEM TITLE:

DATE:

November 12, 2019

Agenda  
Section

**13**

Approval of Memorandum of Understanding with the US Forest Service for Site Preparation and Temporary Shelter to Preserve and Interpret the MV Chugach

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

☐ Commission, Board or Committee

Name(s)

Name(s)

☐ Attorney

☐ Insurance

**ATTACHMENTS:** 1. Draft MOU 2. Draft Loan Agreement 3. 2017 Chugach Briefing paper 4. Memo from Port Commission regarding conceptual design

### RECOMMENDATION MOTION:

Move to Approve the Memorandum of Understanding with the US Forest Service for Site Preparation and Temporary Shelter to Preserve and Interpret the MV Chugach.

### SUMMARY STATEMENT:

The MV Chugach has a significant history in the Alaska Region. She became part of the Forest Service fleet in 1925 and was listed on the National Register of Historic Places in 1992. She is the last wooden ranger boat and served the region for 90 years.

In March 2015, the Tongass Forest Supervisor requested to excess the MV Chugach and use the funds from the sales of the *Tongass*, *Sitka*, and *Chugach* ranger boats to purchase or contract services of other boats. The following month Regional Forester chose not to excess the *Chugach*. The *Chugach* became a regional asset and USFS staff were tasked with finding an alternative use for her. An alternative use feasibility study was conducted in 2016. Forest Service reached out to all Alaska Region employees and the public in the communities served for ideas and proposals. The Wrangell Museum submitted a proposal for display adjacent to the Murkowski boat to build the marine heritage aspect of the Museum. At the conclusion of the study, the Regional Forester selected the Wrangell Museum proposal to exhibit and interpret the MV Chugach out of the water.

Since 2016, Wrangell Borough Staff and USFS staff have worked together to determine the best course of action to preserve the vessel for displaying and provide access to the public. Different types of agreements were proposed over the course of two years only to have upper echelon USFS reviews identify either policy issues or financing issues that needed to be resolved. Most recently, USFS was going to fund a schematic design plan for the site location including the vessel's placement, viewing platform and ramp, and a permanent structure. At the last collective meeting in October, the discussions have come full circle to utilizing a Memorandum of Understanding (MOU) to outline the intent and responsibilities. Attached is a draft MOU that identifies the responsibilities of each party to display and interpret the MV Chugach. The MV Chugach will be loaned to the Wrangell Museum via the Museum's loan intake form. The MOU identifies responsibilities of USFS and Borough.

The USFS can pay for site preparation, non-permanent structures, the cradle holding the ship, interpretation and the ongoing maintenance needs of the vessel. A site plan addressing a potential viewing platform and necessary access ramp will be part of their contract for the site preparation. The Borough is responsible for finding grant funds to design and construct and maintain a viewing platform for the vessel and if any permanent structure is necessary for housing the vessel. At a meeting in October, the USFS proposed a different option that eliminated the previously discussed permanent housing structure. They proposed using one of the canvass covers similar to what is being used in the Marine Service Center. This provides an additional talking point for interpretation of the vessel with the adjacent Marine Yard and the USFS can pay for the canvas structure.

The USFS is developing some schematic renderings of the site and will bring those with them to the Assembly meeting. The USFS will prepare the land and expand the fill necessary to move the Chugach in the boat lift to the proposed location where it will be set up in a cradle. The tent structure will cover the vessel. Initial discussions included being able to roll up tent sides during the summer season and primary viewing period.

Initial capital outlay is by the USFS for the site plan and prep, vessel relocation, canvass structure purchase and installation, and on-going vessel maintenance. The Borough will seek grant funds through marine heritage funding sources and other potential sources for the construction of the viewing platform and ADA compliant ramp.

Forest Service is asking the Assembly to approve the following:

- Acceptance of the Loan of the MV Chugach to the Wrangell Museum;

- Allow the USFS to design and fund site preparation to accommodate the transport lift and level the site for placement of the boat/new exhibit;
- Placement of the MV Chugach in a special cradle; and
- Exempt further boatyard storage fees once the MOU is signed.

Benefits to the Museum and community:

- USFS is loaning the museum a nationally significant historic wooden boat.
- Increased visitation and promotion of marine heritage
- Cost to CBW is in kind materials and donated labor to assist with site preparation. USFS is funding site preparation and purchasing a temporary shelter;
- MV Chugach exhibit will serve the dual purpose of interpreting the Wrangell Marine Yard to the public.
- CBW can terminate the loan agreement at any time. Cradle and shelter are temporary and removable; FS will be responsible for moving boat to a new location.
- FS is responsible for maintaining the boat, cradle, and shelter in perpetuity.

Benefits to the USFS:

- MV Chugach will be protected, well cared for and available/interpreted to the public.
- USFS will no longer be paying a monthly storage fee; the limited MV Chugach funding can instead go toward long term preservation/interpretation of the MV Chugach.

2019 AGENDA STATEMENT  
(REFERENCE)

## U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

LEASE NO.

12010924L0518

THIS LEASE, made and entered into this date by and between City and Borough of Wrangell whose address is 205 Brueger St, Wrangell, AK 99929 and whose interest in the property hereinafter described is that of owner hereinafter called the LESSOR and the UNITED STATES OF AMERICA, acting by and through the United States Forest Service (USFS), as Lessee, hereinafter called the GOVERNMENT. The LESSOR and GOVERNMENT are herein collectively referred to as the Parties.

WITNESSETH:

WHEREAS, pursuant to 16 U.S.C. §571c, the GOVERNMENT wishes to lease certain land herein described, owned by the LESSOR and located as described in Article 1, Leased Premises, of this Lease, to be used for GOVERNMENT purposes;

NOW THEREFORE, in consideration of the premises and of other good and valuable consideration herein mentioned, the Parties hereto covenant and mutually agree as follows:

1. The LESSOR hereby leases to the GOVERNMENT the following described premises, to be used for GOVERNMENT purposes: approximately 4,500 square feet (0.103 acres) contained within T62S R83E, within lot 4BB-1 of the WSI Subdivision II recorded as Plat No. 2003-9 Wrangell Recording District, State of Alaska. See Exhibit A, attached hereto and made a part hereof.

Site commonly referred to/known as: The Nolan Center  
Borough of Wrangell, AK Parcel No. 02-022-634  
USDA NRM land asset #7072120010602

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on 1/1/2024 through 12/31/2043, subject to termination and renewal rights as may be hereinafter set forth and conditional upon the passage of an applicable appropriation or authorization by Congress from which expenditures may be made and shall not obligate the United States of America upon failure of Congress to so act.
3. The GOVERNMENT shall pay the LESSOR via electronic funds transfer, a rent of \$1.00, receipt of which is hereby acknowledged.
4. Either the GOVERNMENT or the LESSOR may terminate this lease at any time by giving at least 2 years' notice in writing to the other party and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after date of notification (via postal service, email, or fax).
5. This lease may be renewed at the option of the GOVERNMENT with concurrence from the LESSOR and approval by the City and Borough of Wrangell Assembly for a maximum of six (6) five-year renewal terms, provided notice be given in writing to the LESSOR at least 120 days before the end of the optional lease term or any renewal terms. All other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing the day after the date of notification (via postal service, email or fax).

6. The GOVERNMENT shall furnish to the LESSOR during GOVERNMENT occupancy of the land, the following:
7. The LESSOR shall furnish to the GOVERNMENT the following at no cost to the GOVERNMENT  
 (a) 24 hours a day, seven days a week unrestricted ingress/egress access to the leased premises through the initial and any renewal terms of this lease.
8. In the event of a holdover past the term of the lease the tenancy shall continue on a month-to-month basis, terminable upon 30 days' written notice by either party, at the same rental rate in effect at the time of the lease's expiration and all terms and conditions of the lease shall continue in full force and effect. Any claims by the LESSOR resulting from the holdover shall be handled through the process established in the Contract Disputes Act of 1978, as amended, and the tenancy shall continue throughout the resolution of the dispute.
9. The LESSOR warrants that it has the authority to execute this lease, to allow the GOVERNMENT to use and occupy land, and to provide unrestricted legal access to the land.
10. For the purposes of this lease, any reference to "contractor" shall be understood to mean LESSOR.
11. The following are attached and made a part hereof:  
 Exhibit A - Parcel Map  
 Land Lease Rider

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

## LESSOR

SIGNATURE

SIGNATURE

NAME OF SIGNER

NAME OF SIGNER

## IN PRESENCE OF

SIGNATURE

SIGNATURE

NAME OF SIGNER

NAME OF SIGNER

## UNITED STATES OF AMERICA

SIGNATURE

NAME OF SIGNER

OFFICIAL TITLE OF SIGNER

USDA, Real Estate Lease Contracting Officer

## LAND LEASE RIDER

12. Improvements. The leased premises are to be improved with the following GOVERNMENT-Owned and constructed improvements and facilities. The specifics of the collaboration between the City and Borough of Wrangell and the United States Forest Service on the improvements will be detailed in a separate MOU.

USDA Asset Number	USDA Asset Name	Predominant Usage	Length/ Size	Acquisition Date	Latitude/ Longitude Coordinates
	Shelter	Shelter	Approx. 1,450 sf	TBD	56°28'9.47"N 132°23'0.29"W

13. Construction. The GOVERNMENT shall have the right during the existence of this Lease to erect upon the Leased Premises related buildings and support facilities as may be needed; to erect additions thereto, and to place appropriate signs in or upon the buildings and premises. Failure on the part of the GOVERNMENT to perform in accordance with any and all provisions of this Lease shall in no way affect the GOVERNMENT's right, title, and interest in and to any and all structures and facilities constructed hereunder, which are included and covered by the terms and conditions of this Lease.

- (a) The GOVERNMENT agrees that in the development of plans for new buildings, facilities, and additions (improvements) thereto, and landscaping and signs to be erected upon the Leased Premises, it will coordinate and review its plans with the LESSOR. The GOVERNMENT agrees that it shall seek the concurrence of the LESSOR, to the greatest extent practicable; to ensure that said improvements erected upon the Leased Premises conform to general site plans and general architectural requirements which the LESSOR has adopted for its sites and buildings; and such concurrence will not be unreasonably withheld.
- (b) The GOVERNMENT will afford the LESSOR ten (10) business days to review the plans and specifications. Should the LESSOR not agree to the project or plans, the LESSOR shall provide the GOVERNMENT reasoning for the disapproval and/or recommendations for modifying the project.
- (c) In the event the GOVERNMENT does not begin construction of the aforementioned improvement(s) within 5 years from the date of this lease, this lease shall become void and of no effect.
- (d) The LESSOR shall not obstruct the GOVERNMENT's operations under this lease in any way. If any circumstances arise which detrimentally affect the GOVERNMENT's operations under this lease, the LESSOR shall notify the GOVERNMENT as soon as practicable of those circumstances. The LESSOR shall eliminate or fully mitigate the cause of those circumstances within 72 hours of GOVERNMENT notification, or otherwise as soon as is practicable under the circumstances.

14. Utility Connections and Services. [Intentionally Deleted]

15. Maintenance. The GOVERNMENT shall, at its sole expense, maintain and repair the interior and exterior of all GOVERNMENT-owned improvements identified within Article 12 herein.

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16. Disposal & Restoration. Any and all GOVERNMENT-owned improvements shall remain the property of the GOVERNMENT and within six (6) months after termination or expiration of this Lease, the GOVERNMENT, at its option, shall dispose of such improvements in one of the following ways:
- (a) In accordance with applicable laws and regulations in effect at the time of the disposal, provide the LESSOR with the right of first refusal to acquire the improvements. The conveyance of any or all improvements to the LESSOR would be made upon payment to the GOVERNMENT of a mutually agreed upon figure based on the appraised fair market value of the improvements, as may be depreciated, and as discounted for the fair market value of the leasehold.
  - (b) Disposal of any or all improvements to a party or parties other than the LESSOR. However, the LESSOR must approve, in advance and in writing, any such conveyance to a third party and if the LESSOR so approves, shall execute a lease of the Leased Premises with the third party, upon reasonable rental terms and at fair market value.
  - (c) Dispose of or have disposed by a third party such improvements by dismantling them and removing them from the Leased Premises, including completely removing all hazardous and non-hazardous waste materials, and restoring the areas affected by such removal to a condition similar to the condition as was received. In the case of disposal by a third party, the third party would have sixty (60) days to remove the improvements, and if they are not removed within the sixty (60) days they will be deemed abandoned and the LESSOR may dispose of them at will.
17. Damage or Destruction. If, at any time during the term of this Lease or an exercised Renewal Option, the GOVERNMENT-owned improvements constructed upon said Leased Premises shall be substantially damaged or destroyed by fire or other casualty, the GOVERNMENT shall have the option of commencing and thereafter proceeding with reasonable diligence (subject to a reasonable time allowance for appropriation of any additional funds required and for any other unavoidable delay), at its sole expense, to restore or rebuild the GOVERNMENT-owned improvements as nearly as possible to their value immediately prior to such damage or destruction. If, at any time during the term of this Lease or an exercised Renewal Option, the Leased Premises are substantially damaged by casualty, the GOVERNMENT shall have the option of terminating said Lease or Renewal in accordance with Article 4.
18. Mineral Development. Notwithstanding anything else herein to the contrary, all right, title, and interest in and to any minerals that are a part of the subject land under the control of the LESSOR, shall remain the property of LESSOR, provided however, that the GOVERNMENT's rights in the premises are superior to the rights in the mineral estate retained by the LESSOR. Further, the LESSOR agrees to subordinate to the GOVERNMENT any and all rights to surface or sub-surface drilling and/or excavation of the premises during the primary and renewal terms of this lease.
19. Sublet. The GOVERNMENT may not sublet any part of the Leased Premises.
20. Subordination, Non-Disturbance and Attornment.
- (a) LESSOR warrants that it holds such title to or other interest in the premises and other property as is necessary to the GOVERNMENT's access to the premises and full use and enjoyment

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thereof in accordance with the provisions of this lease. GOVERNMENT agrees, in consideration of the warranties and conditions set forth in this clause, that this lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the Leased Premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this lease. GOVERNMENT agrees, however, within twenty (20) business days next following the Contracting Officer's receipt of a written demand, to execute such instruments as LESSOR may reasonably request to evidence further the subordination of this lease to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by LESSOR if such easement does not interfere with the full enjoyment of any right granted the GOVERNMENT under this lease.

- (b) No such subordination, to either or future mortgages, deeds or trust or other lien of security instrument shall operate to affect adversely any right of the GOVERNMENT under this lease so long as the GOVERNMENT is not in default under this lease. LESSOR will include in any future mortgage, deed of trust or other security instrument to which this lease becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. LESSOR warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause and agrees to provide true copies of all such consents to the Contracting Officer promptly upon demand.
- (c) In the event of any sale of the Leased Premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu foreclosure, the GOVERNMENT will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the Leased Premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the LESSOR under this lease, so as to establish direct privity of estate and contract between GOVERNMENT and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the GOVERNMENT; provided, further, that the Contracting Officer and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this lease, or other writings, as shall be necessary to document the foregoing relationship.
- (d) None of the foregoing provisions may be deemed or construed to imply a waiver of the GOVERNMENT's rights as a sovereign.

## 21. Statement of Lease.

- (a) The Contracting Officer will, within thirty (30) days next following the Contracting Officer's receipt of a joint written request from LESSOR and a prospective lender or purchaser of the land, execute and deliver to LESSOR a letter stating that the same is issued subject to the conditions stated in this clause and, if such is the case, that (1) the lease is in full force and effect; (2) the date to which the rent and other charges have been paid in advance, if any; and (3) whether any notice of default has been issued.

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(b) Letters issued pursuant to this clause are subject to the following conditions:

- i. That they are based solely upon a reasonably diligent review of the Contracting Officer's lease file as of the date of issuance;
- ii. That the GOVERNMENT shall not be held liable because of any defect in or condition of the Leased Premises;
- iii. That the Contracting Officer does not warrant or represent that the Leased Premises comply with applicable Federal, State, and local law; and
- iv. That the LESSOR, and each prospective lender and purchaser are deemed to have constructive notice of such facts as would be ascertainable by reasonable pre-purchase and pre-commitment inspection of the Premises by inquiry to appropriate Federal, State, and local Government officials.

22. Integrated Agreement. This lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the lease. Except as expressly attached to and made a part of the lease, neither the request for lease proposals nor any pre-award communications by either party shall be incorporated in the lease.

23. Insurance and Liability. The United States is self-insured. All claims against the United States for injuries or damages incurred as a result of the GOVERNMENT's exercise of its rights under this lease shall be determined in accordance with the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., and are subject to the availability of federal appropriations. The LESSOR will be responsible for the acts, omissions or negligence of its own officers, employees, and agents.

24. Applicable Regulations, Codes, and Laws.

(a) Compliance with Applicable Law

LESSOR shall comply with all Federal, state, and local laws applicable to its ownership and leasing of the Property, including, without limitation, laws applicable to LESSOR'S construction, ownership, alteration or operation of all buildings, structures, and facilities located thereon, and obtain all necessary permits, licenses and similar items at its own expense, provided that nothing in this Lease shall be construed as a waiver of the sovereign immunity of LESSOR. The GOVERNMENT will comply with all Federal, state, and local laws applicable to and enforceable against it as a tenant under this lease, including laws applicable to the GOVERNMENT'S construction, ownership, alteration or operation of all buildings, structures and facilities located thereon at its own expense, provided that nothing in this Lease shall be construed as a waiver of the sovereign immunity of the GOVERNMENT. This Lease shall be governed by Federal law.

(b) Applicable Regulations and Permitted Use of Chemicals

The GOVERNMENT shall not suffer any waste to be committed in or about said Leased Premises, shall keep the Leased Premises free and clear of any and all refuse and other nuisance, shall strictly adhere to applicable regulations for the use and disposal of chemicals, and observe all other applicable laws, rules, regulations, and ordinances relating to the maintenance, use, and occupancy of the Leased Premises.

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25. Default. Any omission of the LESSOR to exercise any right upon the default of the GOVERNMENT shall not preclude the LESSOR from the exercise of such right upon any subsequent default of the GOVERNMENT.
26. Severability. Should any provision or portion of such provision of this Lease be held invalid, the remainder of this Lease or the remainder of such provision shall not be affected thereby.
27. Successors and Assigns. The terms and provisions of this Lease and the conditions herein shall bind, and inure to the benefit of, the parties and their respective heirs, executors, administrators, successors, and assigns.
- (a) If during the term of the Lease, title to the Property is transferred, the Lease is assigned, or the LESSOR changes its legal name, the LESSOR and its successor shall comply with the requirements of FAR Subpart 42.12. If title is transferred, the LESSOR shall notify the GOVERNMENT within five (5) days of the transfer of title.
  - (b) The GOVERNMENT and the LESSOR may execute a Change of Name Agreement if the LESSOR is changing only its legal name, and the GOVERNMENT'S and the LESSOR'S respective rights and obligations remain unaffected. A sample form is found at FAR 42.1205.
  - (c) If title to the Property is transferred or the Lease is assigned, the GOVERNMENT, the original LESSOR (Transferor), and the new owner or assignee (Transferee) shall execute a Novation Agreement providing for the transfer of Transferor's rights and obligations under the Lease to the Transferee. When executed on behalf of the GOVERNMENT, a Novation Agreement will be made part of the Lease via Lease Amendment.
  - (d) In addition to all documents required by FAR 42.1204, the USDA Lease Contracting Officer (LCO) may request additional information (e.g., copy of the deed, bill of sale, certificate of merger, contract, court decree, articles of incorporation, operation agreement, partnership certificate of good standing, etc.) from the Transferor or Transferee to verify the parties' representations regarding the transfer and to determine whether the transfer of the Lease is in the GOVERNMENT'S interest.
  - (e) If the LCO determines that recognizing the Transferee as the LESSOR will not be in the GOVERNMENT'S interest, the Transferor shall remain fully liable to the GOVERNMENT for the Transferee's performance of obligations under the Lease, notwithstanding the transfer. Under no condition shall the GOVERNMENT be obligated to release the Transferor of obligations prior to (a) the rent commencement date; and (b) any amounts due and owing to the GOVERNMENT under the Lease having been paid in full or completely set off against the rental payments due under the Lease.
  - (f) As a condition for being recognized as the LESSOR and entitlement to receiving rent, the Transferee must register in the SAM for purposes of "All Awards" (See FAR 52.232-33), and complete all required representations and certifications within SAM.
  - (g) If title to the Property is transferred, or the Lease is assigned, rent shall continue to be paid to the original LESSOR, subject to the GOVERNMENT'S rights as provided for in this Lease. The GOVERNMENT'S obligation to pay rent to the Transferee shall not commence until the GOVERNMENT has received all information reasonably required by the LCO under subparagraph 27d., the GOVERNMENT has determined that recognizing the Transferee as the LESSOR is in the GOVERNMENT'S interest (which determination will be prompt and not

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unreasonably withheld), and the Transferee has met all conditions specified in sub-paragraph 27f.

28. Congress. No Member of or Delegate to Congress shall be admitted to any share or part of this Lease or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this Lease if made with a corporation for its general benefit.
29. Notification. All notices or official communications which may be required under this Lease, given by either party to the other, shall be in writing and addressed to such party's address, unless otherwise provided herein, as follows:

- (a.) Notice to LESSOR: City and Borough of Wrangell  
Attn: Jeff Good  
PO Box 531  
Wrangell, AK 99929  
Phone: 907-874-2381  
jgood@wrangell.com
- (b.) Notice to GOVERNMENT: United States Department of Agriculture  
United States Forest Service  
Procurement and Property Services  
Attn: Lease Contracting Officer/Sandra Maverick  
1835 Black Lake Blvd  
Olympia, WA 98512  
Phone: 360-522-6239  
sandra.maverick@usda.gov

Either party may from time to time, by written notice to the other, designate a different address to which notices shall be sent.

30. ~~Telecommunications Site Contract~~ [Intentionally Deleted]
31. ~~Telecommunications Site Coordination~~ [Intentionally Deleted]
32. Consequences. LESSOR agrees that, should any ad valorem or other tax consequence arise from the GOVERNMENT's use of the leased Premises, LESSOR shall bear all responsibility, therefore. LESSOR acknowledges and agrees that LESSOR's obligation under this section is supported by consideration from the GOVERNMENT under this lease.
33. Representations. The making, execution, and delivery of this Lease have been induced by no representations, statements, or warranties other than those herein expressed. This Lease embodies the entire understanding of THE PARTIES, and there are no further or other agreements or understandings, written or oral, in effect between THE PARTIES relating to the subject matter hereof. This Lease may be amended or modified only by an instrument of equal dignity and formally signed by THE PARTIES hereto.

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- (a) Applicant (*also referred to as LESSOR herein*), is [ ] is not [X] an entity that has filed articles of incorporation in one of the fifty states, the District of Columbia, or the various territories of the United States including American Samoa, Federated States of Micronesia, Guam, Midway Islands, Northern Mariana Islands, Puerto Rico, Republic of Palau, Republic of the Marshall Islands, U.S. Virgin Islands. (Note that this includes both for-profit and non-profit entities.)

34. Prompt Payment. The GOVERNMENT will make payments under the terms and conditions specified in this clause. Payment shall be considered as being made by the day an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified.

(a) *Payment due date –*

- a. *Rental payments*. Rent shall be paid monthly in arrears and will be due on the first workday of each month, and only as provided for by the lease.
  - i. When the date for commencement of rent falls on the 15<sup>th</sup> day of the month or earlier, the initial monthly rental payment under this lease shall become due on the first workday of the month following the month in which the commencement of the rent is effective.
  - ii. When the date for commencement of rent falls after the 15<sup>th</sup> day of the month, the initial monthly rental payment under this lease shall become due on the first workday of the second month following the month in which the commencement of the rent is effective.
- b. *Other payments*. The due date for making payments other than rent shall be the later of the following two events:
  - i. The 30<sup>th</sup> day after the designated billing office has received a proper invoice from the Contractor.
  - ii. The 30<sup>th</sup> day after GOVERNMENT acceptance of the work or service. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30<sup>th</sup> day after the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(b) *Invoice and inspection requirements for payment other than rent.*

- a. The Contractor shall prepare and submit an invoice to the designated billing office after completion of the work. A proper invoice shall include the following items:
  - i. Name and address of the Contractor.
  - ii. Invoice date.
  - iii. Lease number.
  - iv. GOVERNMENT's order number or other authorization.
  - v. Description, price, and quantity of work or services delivered.
  - vi. Name and address of Contractor official to whom payment is to be sent (must be the same as that in the remittance address in the lease or the order).
  - vii. Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.
- b. The GOVERNMENT will inspect and determine the acceptability of the work performed or services delivered within seven (7) days after the receipt of a proper invoice or notification of completion of the work or service unless a different period is specified at

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the time the order is placed. If actual acceptance occurs later, for the purpose of determining the payment due date and calculation of interest, acceptance will be deemed to occur on the last day of the seven-day inspection period. If the seven days will be counted beginning with receipt of a new invoice or notification. In either case, the Contractor is not entitled to any payment or interest unless actual acceptance by the GOVERNMENT occurs.

(c) *Interest Penalty.*

- a. An interest penalty shall be paid automatically by the GOVERNMENT, without request from the LESSOR, if payment is not made by the due date.
- b. The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the payment amount approved by the GOVERNMENT and be compounded in 30-day increments inclusive from the first day after the due date through the payment date.
- c. Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than one year. Interest penalties of less than \$1.00 need not be paid.
- d. Interest penalties are not required on payment delays due to disagreement between the GOVERNMENT and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at Disputes.

(d) *Overpayments.* If the LESSOR becomes aware of a duplicate payment or that the GOVERNMENT has otherwise overpaid on a payment, the Contractor shall –

- a. return the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-
  - i. Circumstances of the overpayment (e.g. duplicate, erroneous, liquidation errors, date(s) of overpayment);
  - ii. Affected lease number;
  - iii. Affected lease line item or sub-line item, if applicable; and
  - iv. Lessor point of contact
- b. Provide a copy of the remittance and supporting documentation to the Lease Contracting Officer.

35. Examination of Records by GSA. The LESSOR agrees that the Administrator of General Services or any duly authorized representative shall, until the expiration of three (3) years under this Lease, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of the LESSOR involving transactions related to this Lease or compliance with any clauses thereunder.

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36. Disputes. This Lease is subject to the Contract Disputes Act of 1978, as amended ([41 U.S.C 601-613](#)). Except as provided in the Act, all disputes arising under or relating to this Lease shall be resolved under this clause.

(a) This contract is subject to [41 U.S.C chapter 71](#), Contract Disputes.

(b) Except as provided in [41 U.S.C chapter 71](#), all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under [41 U.S.C chapter 71](#) until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under [41 U.S.C chapter 71](#). The submission may be converted to a claim under [41 U.S.C chapter 71](#), by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)

(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)

(i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am authorized to certify the claim on behalf of the Contractor."

(3) The certification may be executed by any person authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in [41 U.S.C chapter 71](#).

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(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR [33.201](#), interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

37. **Mutuality of Obligation.** The obligations and covenants of the LESSOR, and the GOVERNMENT's obligation to pay rent and other GOVERNMENT obligations and covenants, arising under or related to this Lease, are independent. The GOVERNMENT may, upon issuance of and delivery to LESSOR of a final decision asserting a claim against LESSOR, set off such claim, in whole or in part, as against any payment or payments then or thereafter due to the LESSOR under this lease. No setoff pursuant to this clause shall constitute a breach by the GOVERNMENT of this lease.

38. **Equal Opportunity for Workers with Disabilities.** The LESSOR shall abide by the requirements of the equal opportunity clause of [41 CFR 60-741.5\(a\)](#), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by the LESSOR to employ and advance in employment qualified individuals with disabilities.

39. **Payment by Electronic Funds Transfer – System for Award Management (SAM).** All payments by the GOVERNMENT under this Lease shall be made by electronic funds transfer (EFT), except as provided in paragraph (a.) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(a) In the event the GOVERNMENT is unable to release one or more payments by EFT, the LESSOR agrees to either:

- i. Accept payment by check or some other mutually agreeable method of payment; or
- ii. Request the GOVERNMENT to extend the payment due date until such time as the GOVERNMENT can make payment by EFT.

(b) LESSOR'S EFT information. The GOVERNMENT shall make payment to the LESSOR using EFT information contained in the System for Award Management (SAM). In the event that the EFT information changes, the LESSOR shall be responsible for providing the updated information to the SAM.

(c) Mechanisms for EFT payment. The GOVERNMENT may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National

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Automated Clearing House Association or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

- (d) Suspension of payment. If the LESSOR'S EFT information in the SAM database is incorrect, then the GOVERNMENT need not make payment to the LESSOR under this Lease until correct EFT information is entered into the SAM database; and any invoice or Lease financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this Lease. The prompt payment terms of the Lease regarding notice of an improper invoice and delays in accrual of interest penalties apply.
- (e) Liability for uncompleted or erroneous transfers.
  - i. If an uncompleted or erroneous transfer occurs because the GOVERNMENT used the LESSOR'S EFT information incorrectly, the GOVERNMENT remains responsible for:
    - a. Making a correct payment;
    - b. Paying any prompt payment penalty due; and
    - c. Recovering any erroneously directed funds.
  - ii. If an uncompleted or erroneous transfer occurs because the LESSOR'S EFT information was incorrect, or was revised within thirty (30) days of GOVERNMENT release of the EFT payment transaction instruction to the Federal Reserve System, and –
    - a. If the funds are no longer under the control of the payment office, the GOVERNMENT is deemed to have made payment and the LESSOR is responsible for recovery of any erroneously directed funds; or
    - b. If the funds remain under the control of the payment office, the GOVERNMENT shall not make payment, and the provisions of paragraph 39d of this clause shall apply.
- (f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this Lease if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.
- (g) EFT and assignment of claims. If the LESSOR assigns the proceeds of this Lease as provided for in the assignment of claims terms of this Lease, the LESSOR shall require as a condition of any such assignment, that the assignee shall register separately in the SAM database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this Lease, payment to an ultimate recipient other than the LESSOR, or a financial institution properly recognized under an assignment of claims pursuant to subpart 33(a) is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the LESSOR. EFT information that shows the ultimate recipient of the transfer to be other than the LESSOR, in the absence of a proper assignment of claims acceptable to the GOVERNMENT, is incorrect EFT information within the meaning of paragraph 39d of this clause.

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- (h) Liability for change of EFT information by financial agent. The GOVERNMENT is not liable for errors resulting from changes to EFT information made by the LESSOR'S financial agent.
- (i) Payment information. The payment or disbursing office shall forward to the LESSOR available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The GOVERNMENT may request the LESSOR to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the GOVERNMENT does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the GOVERNMENT. If the GOVERNMENT makes payment by check in accordance with paragraph 39a of this clause, the GOVERNMENT shall mail the payment information to the remittance address contained in SAM.

40. *Contractor Code of Business Ethics and Conduct*. (Applicable to leases over \$6 million total contract value and performance period is 120 days or more.) This clause is incorporated by reference.

41. *Covenant Against Contingent Fees*. (Applicable to leases over the Simplified Lease Acquisition Threshold.)

42. FAR 52.204-19 *Incorporation by Reference of Representations and Certifications* (Dec 2014). This clause is incorporated by reference.

[The rest of this page intentionally left blank.]

USFS Lease No. 12010924L0518

# EXHIBIT "A"

Site commonly referred to/known as: The Nolan Center



Forest Service  
U.S. DEPARTMENT OF AGRICULTURE

Wrangell Ranger District  
Proposed Lease for M/V Chugach



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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	September 22, 2020
	<u>Agenda Section</u>	<b>13</b>

Approval of Amendment to the M/V Chugach Memorandum of Understanding (MOU) with the US Forest Service

<p><b><u>SUBMITTED BY:</u></b></p> <p>Carol Rushmore, Economic Development Director</p>	<p><b><u>FISCAL NOTE:</u></b></p> <p><b>Expenditure Required:</b> \$XXX Total</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; border-bottom: 1px solid black;">FY 20: \$</td> <td style="width: 33%; border-bottom: 1px solid black;">FY 21: \$</td> <td style="width: 33%; border-bottom: 1px solid black;">FY22: \$</td> </tr> <tr> <td colspan="3" style="height: 15px;"></td> </tr> </table> <p><b>Amount Budgeted:</b></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%; border-bottom: 1px solid black;"></td> <td style="width: 40%; border-bottom: 1px solid black;">FY20 \$XXX</td> </tr> </table> <p><b>Account Number(s):</b></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%; border-bottom: 1px solid black;"></td> <td style="width: 40%; border-bottom: 1px solid black;">XXXXXX XXX XXXX</td> </tr> </table> <p><b>Account Name(s):</b></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%; border-bottom: 1px solid black;"></td> <td style="width: 40%; border-bottom: 1px solid black;">Enter Text Here</td> </tr> </table> <p><b>Unencumbered Balance(s) (prior to expenditure):</b></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%; border-bottom: 1px solid black;"></td> <td style="width: 40%; border-bottom: 1px solid black;">\$XXX</td> </tr> </table>	FY 20: \$	FY 21: \$	FY22: \$					FY20 \$XXX		XXXXXX XXX XXXX		Enter Text Here		\$XXX
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<u>Reviews/Approvals/Recommendations</u>	
<input type="checkbox"/>	Commission, Board or Committee
Name(s)	
Name(s)	
<input type="checkbox"/>	Attorney
<input type="checkbox"/>	Insurance

**ATTACHMENTS:** 1. MOU

### RECOMMENDATION MOTION:

Move to Approve Amendment to the M/V Chugach Memorandum of Understanding with the USFS.

### SUMMARY STATEMENT:

Earlier this year the Assembly approved a MOU with the USFS for the M/V Chugach Project. The MOU specified that boatyard storage fees would be exempt until September 30, 2020, the expected time of completion of the site preparation work, cradle construction and boat transport all to be

conducted by the USFS. The shutdown of businesses by March 2020 due to COVID-19 affected the completion of the engineering, the contract award and thus completion date of September 30. The USFS is asking to modify the MOU for an extension to complete the onsite rock work and movement of the M/V Chugach until December 31, and to continue to waive the storage fees for the vessel in the Marine Service Center. Staff is recommending to amend the MOU as requested as the USFS has signed a contract for the work with a completion date the end of December.

The rest of this agenda statement is background from when the MOU was originally approved by the Assembly.

The MV Chugach has a significant history in the Alaska Region. She became part of the Forest Service fleet in 1925 and was listed on the National Register of Historic Places in 1992. She is the last wooden ranger boat and served the region for 90 years. In March 2016, in response to a solicitation by the US Forest Service, the Wrangell Museum submitted a proposal for display adjacent to the Murkowski boat to build the marine heritage aspect of the Museum. At the conclusion of the study, the Regional Forester selected the Wrangell Museum proposal to exhibit and interpret the MV Chugach out of the water.

Since 2016, Wrangell Borough Staff and USFS staff have worked together to determine the best course of action to preserve the vessel for displaying and provide access to the public. A Memorandum of Understanding (MOU) that identifies the responsibilities of each party to display and interpret the MV Chugach was approved by the Assembly in November 2019 and signed in January 2020. The MV Chugach will be loaned to the Wrangell Museum via the Museum's loan intake form.

The USFS can pay for site preparation, non-permanent structures, the cradle holding the ship, interpretation and the ongoing maintenance needs of the vessel. A site plan addressing a potential viewing platform and necessary access ramp will be part of their contract for the site preparation. The Borough is responsible for finding grant funds to design and construct and maintain a viewing platform for the vessel and if any permanent structure is necessary for housing the vessel.

The USFS is developing some schematic renderings of the site and will bring those with them to the Assembly meeting. The USFS will prepare the land and expand the fill necessary to move the Chugach in the boat lift to the proposed location where it will be set up in a cradle. The tent structure will cover the vessel. Initial discussions included being able to roll up tent sides during the summer season and primary viewing period.

Initial capital outlay is by the USFS for the site plan and prep, vessel relocation, canvass structure purchase and installation, and on-going vessel maintenance. The Borough will seek grant funds through marine heritage funding sources and other potential sources for the construction of the viewing platform and ADA compliant ramp.



FS Agreement No. 20-MU-11100100-009

Cooperator Agreement No. \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING**  
**Between The**  
**CITY AND BOROUGH OF WRANGELL**  
**And The**  
**USDA, FOREST SERVICE**  
**ALASKA REGION**

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the City and Borough of Wrangell, hereinafter referred to as "CBW," and the United States Department of Agriculture (USDA), Forest Service, Alaska Region, hereinafter referred to as the "U.S. Forest Service."

Background: The M/V Chugach is a 62-foot wooden-hulled crew vessel owned by the U.S. Forest Service and listed on the National Register of Historic Places. The vessel was built in 1925 and is the last wooden ranger boat in the U.S. Forest Service fleet. Continued operation of the M/V Chugach as part of the U.S. Forest Service fleet is no longer practicable. The U.S. Forest Service conducted an extensive alternative use feasibility study 2015-2016 to identify a new use for the M/V Chugach that preserves her historic integrity and presents opportunities to share with the public her history of service.

During the feasibility study's public comment period, the CBW produced a viable proposal to work with the U.S. Forest Service to preserve and interpret the M/V Chugach at the city and borough-owned Wrangell Museum, housed within the Nolan Center.

Title: Site Preparation and Temporary Shelter to Preserve and Interpret the MV Chugach

**I. PURPOSE:** The purpose of this MOU is to document the cooperation between the parties to outline the process by which the U.S. Forest Service will work with the CBW to exhibit the M/V Chugach at the Wrangell Museum, in an outdoor setting near the water's edge. Multiple Forest Service instruments will be used to fulfill various aspects of this joint endeavor. Work shall not occur under this MOU. Outside of this MOU the U.S. Forest Service and CBW have agreed to enter into a loan agreement to loan the MV Chugach to the Wrangell Museum. in accordance with the following provisions.

**II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:**

The objective of the U.S. Forest Service Heritage Program is to provide leadership in preserving America's heritage through responsible stewardship activities that recognize, preserve, protect, enhance, and use cultural resources for the greatest public benefit.



During her 90-year career as a U.S. Forest Service ranger boat, the M/V Chugach supported timber programs, research activities, and other critical work throughout the Tongass National Forest and the vicinity of Wrangell. The U.S. Forest Service desires to partner with the CBW to preserve, exhibit, and interpret the historic M/V Chugach ranger boat, including development of an interpretive program. The U.S. Forest Service will benefit from ensuring that the M/V Chugach is preserved and shared with the public for years to come.

The CBW owns and operates the Wrangell Museum. The mission of the museum is to collect, interpret, and preserve Wrangell's rich history and cultural history through exhibits and other educational opportunities. The M/V Chugach offers a unique opportunity to expand the museum's maritime history exhibit, and to interpret the activities of the U.S. Forest Service and the agency's ranger boats in Alaska. As an outdoor exhibit, the M/V Chugach will also attract new visitors to the museum throughout the year.

In consideration of the above premises, the parties agree as follows:

### **III. CBW SHALL:**

- A. Have the opportunity to review the scope of work and work products for the site preparation contract, to include a site plan that takes into account the need for the following key amenities: boat, cradle, canopy/covering, viewing platform, and access to viewing platform.
- B. Have the opportunity to review the scope of work, work products, and associated purchase orders for a canopy/covering and landscaping block color and form.
- C. As deemed necessary by CBW, lead public outreach efforts related to moving the MV Chugach to the Wrangell Museum.
- D. Offer in kind materials and labor as appropriate and available to contribute to site preparation and moving the MV Chugach to the Wrangell Museum.
- E. Seek funds for design and construction of viewing platform.
- F. Have the opportunity to review and participate in the development of the interpretive program.

### **IV. THE U.S. FOREST SERVICE SHALL:**

- A. Provide the CBW an opportunity to review the scope of work and work products for the site preparation contract, to include a site plan that takes into account the need for the following key amenities: boat, cradle, canopy/covering, viewing platform, and access to viewing platform.



- B. Provide the CBW an opportunity to review the scope of work, work products, and associated purchase orders for a canopy/covering and landscaping block color and form.
- C. Be available to assist with and be present at public outreach events related to moving the MV Chugach to the Wrangell Museum.
- D. Provide CBW an opportunity to review and participate in the development of the interpretive program.
- E. Complete site preparation, cradle construction, and boat transport to the Wrangell Museum no later than September 30, 2020.

**V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:**

- A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

**Principal Cooperator Contacts:**

<b>Cooperator Program Contact</b>	<b>Cooperator Administrative Contact</b>
Carol Rushmore PO Box 531 Wrangell, AD 99929 Telephone: 907-874-2381 FAX: 907-874-3952 Email: <a href="mailto:ecodev@wrangell.com">ecodev@wrangell.com</a>	Joyce Mason PO Box 531 Wrangell, AD 99929 Telephone: 907-874-2381 FAX: 907-874-3952 Email: <a href="mailto:jmason@wrangell.com">jmason@wrangell.com</a>

**Principal U.S. Forest Service Contacts:**

<b>U.S. Forest Service Program Manager Contact</b>	<b>U.S. Forest Service Administrative Contact</b>
Keri Hicks PO Box 21628 Juneau, AK 99802 Telephone: 907-586-7859 Email: <a href="mailto:keri.hicks@usda.gov">keri.hicks@usda.gov</a>	Pamela Ward 709 W. 9th Street Juneau, AK 99801 Telephone: 470-215-3437 Email: <a href="mailto:pamela.ward@usda.gov">pamela.ward@usda.gov</a>

- B. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or CBW is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:



To the U.S. Forest Service Program Manager, at the address specified in the MOU.

To CBW, at CBW's address shown in the MOU or such other address designated within the MOU.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- C. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts the U.S. Forest Service or CBW from participating in similar activities with other public or private agencies, organizations, and individuals.
- D. ENDORSEMENT. Any of CBW's contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of CBW's products or activities.
- E. NONBINDING AGREEMENT. This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable by law or equity. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purpose(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer anything of value.

Specific, prospective projects or activities that involve the transfer of funds, services, property, and/or anything of value to a party requires the execution of separate agreements and are contingent upon numerous factors, including, as applicable, but not limited to: agency availability of appropriated funds and other resources; cooperator availability of funds and other resources; agency and cooperator administrative and legal requirements (including agency authorization by statute); etc. This MOU neither provides, nor meets these criteria. If the parties elect to enter into an obligation agreement that involves the transfer of funds, services, property, and/or anything of value to a party, then the applicable criteria must be met. Additionally, under a prospective agreement, each party operates under its own laws, regulations, and/or policies, and any Forest Service obligation is subject to the availability of appropriated funds and other resources. The negotiation, execution, and administration of these prospective agreements must comply with all applicable law.

Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.

- F. USE OF U.S. FOREST SERVICE INSIGNIA. In order for CBW to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications. A written request must be submitted



and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.

- G. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no U.S. member of, or U.S. delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- H. FREEDOM OF INFORMATION ACT (FOIA). Public access to MOU or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).
- I. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- M. PUBLIC NOTICES. It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. CBW is encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows:
- "Heritage Program of the U.S. Forest Service, Department of Agriculture."
- CBW may call on the U.S. Forest Service's Office of Communication for advice regarding public notices. CBW is requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to The U.S. Forest Service's Office of Communications as far in advance of release as possible.
- N. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. CBW shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this MOU.
- O. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. CBW shall include the following statement, in



full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

*In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)*

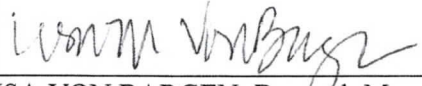
To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

*"This institution is an equal opportunity provider."*


- P. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.
- Q. DEBARMENT AND SUSPENSION. CBW shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should CBW or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- R. MODIFICATIONS. Modifications within the scope of this MOU must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.
- S. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective through August 24, 2023 at which time it will expire.
- T. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this MOU.

In witness whereof, the parties hereto have executed this MOU as of the last date written below.

  
\_\_\_\_\_  
LISA VON BARGEN, Borough Manager  
City and Borough of Wrangell Date 1/23/2020

\_\_\_\_\_  
DAVID E. SCHMID, Regional Forester  
U.S. Forest Service, Alaska Region Date

The authority and format of this agreement have been reviewed and approved for signature.

  
\_\_\_\_\_  
PAMELA W. WARD  
U.S. Forest Service Grants Management Specialist Date 1/9/20

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

USFS Lease No. 12010924L0518

**EXHIBIT "A"**

Site commonly referred to/known as: The Nolan Center



Forest Service  
U.S. DEPARTMENT OF AGRICULTURE

Wrangell Ranger District  
Proposed Lease for M/V Chugach





USDA Forest Service

OMB 0596-0217  
FS-1500-19**MODIFICATION OF GRANT OR AGREEMENT**

PAGE	OF PAGES
1	2

1. U.S. FOREST SERVICE GRANT/AGREEMENT NUMBER: <b>20-MU-11100100-009</b>	2. RECIPIENT/COOPERATOR GRANT or AGREEMENT NUMBER, IF ANY:	3. MODIFICATION NUMBER: <b>001</b>
4. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING GRANT/AGREEMENT (unit name, street, city, state, and zip + 4): <b>U.S. Forest Service, Alaska Region 709 W. 9th Street Juneau, AK 99801</b>		5. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING PROJECT/ACTIVITY (unit name, street, city, state, and zip + 4): <b>U.S. Forest Service, Alaska Region 709 W. 9th Street Juneau, AK 99801</b>
6. NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip + 4, county): <b>City and Borough of Wrangell 205 Brueger St Wrangell, AK 99929</b>		7. RECIPIENT/COOPERATOR'S HHS SUB ACCOUNT NUMBER (For HHS payment use only):

**8. PURPOSE OF MODIFICATION**

CHECK ALL THAT APPLY:	This modification is issued pursuant to the modification provision in the grant/agreement referenced in item no. 1, above.
<input type="checkbox"/>	CHANGE IN PERFORMANCE PERIOD:
<input type="checkbox"/>	CHANGE IN FUNDING:
<input type="checkbox"/>	ADMINISTRATIVE CHANGES:
<input checked="" type="checkbox"/>	OTHER (Specify type of modification): Revise section IV. E

Except as provided herein, all terms and conditions of the Grant/Agreement referenced in 1, above, remain unchanged and in full force and effect.

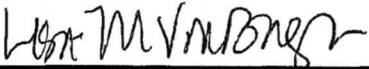
9. ADDITIONAL SPACE FOR DESCRIPTION OF MODIFICATION (add additional pages as needed):  
This modification revises section IV. E. to change the completion date from September 30, 2020 to December 31, 2020. Section IV. E. now reads: "Complete site preparation, cradle construction, and boat transport to the Wrangell Museum no later than December 31, 2020."

**10. ATTACHED DOCUMENTATION (Check all that apply):**

<input type="checkbox"/>	Revised Scope of Work
<input type="checkbox"/>	Revised Financial Plan
<input type="checkbox"/>	Other:

**11. SIGNATURES**

**AUTHORIZED REPRESENTATIVE:** BY SIGNATURE BELOW, THE SIGNING PARTIES CERTIFY THAT THEY ARE THE OFFICIAL REPRESENTATIVES OF THEIR RESPECTIVE PARTIES AND AUTHORIZED TO ACT IN THEIR RESPECTIVE AREAS FOR MATTERS RELATED TO THE ABOVE-REFERENCED GRANT/AGREEMENT.

11.A. COOPERATOR SIGNATURE  (Signature of Signatory Official)	11.B. DATE SIGNED <b>10/14/2020</b>	11.C. U.S. FOREST SERVICE SIGNATURE <b>DAVID SCHMID</b> Digitally signed by DAVID SCHMID Date: 2020.10.15 07:53:45 -08'00' (Signature of Signatory Official)	11.D. DATE SIGNED
11.E. NAME (type or print): <b>LISA VON BARGEN</b>		11.F. NAME (type or print): <b>DAVID E. SCHMID</b>	
11.G. TITLE (type or print): <b>Borough Manager</b>		11.H. TITLE (type or print): <b>Regional Forester</b>	

**12. G&A REVIEW**

12.A. The authority and format of this modification have been reviewed and approved for signature by:  <b>MALLORY MUNZ</b> Digitally signed by MALLORY MUNZ Date: 2020.10.07 11:39:12 -08'00' <b>MALLORY MUNZ</b> U.S. Forest Service Grants & Agreements Specialist	12.B. DATE SIGNED
---	-------------------



USDA Forest Service

OMB 0596-0217  
FS-1500-19

## Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

<b>UNITED STATES DEPARTMENT OF AGRICULTURE FOREST SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. PLA001	<i>Item d.</i>
	TO LEASE NO. 12010924L0518	
ADDRESS OF PREMISES 296 CAMPBELL DR, WRANGELL, AK 99929	PDN Number: N/A	

**THIS AMENDMENT** is made and entered into between the City and Borough of Wrangell

whose address is: 205 Brueger St, Wrangell, AK 99929

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

**WHEREAS**, the parties hereto desire to amend the above Lease to change the termination clause and edit the Examination of Records by GSA clause.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective July 17, 2024, as follows:

- A. Clause 4 is deleted in its entirety and replaced with:  
The lease may only be terminated by mutual agreement between the GOVERNMENT and the LESSOR. Both parties must consent in writing to the termination, and no rental shall accrue after the effective date of termination. The termination notice shall be given at least two (2) years in advance and shall be computed commencing with the day after the date of notification (via postal service, email, or fax).
- B. Clause 35 "Examination of Records by GSA" is amended to replace GSA and Administrator of General Services with USDA/FS.

This Lease Amendment contains 1 page.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

**FOR THE LESSOR:**

**FOR THE GOVERNMENT:**

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Entity Name: \_\_\_\_\_  
 Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
 Name: Ronald Feist  
 Title: Lease Contracting Officer

**WITNESSED FOR THE LESSOR BY:**

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	July 23, 2024
	<u>Agenda Section</u>	<b>13</b>

ORDINANCE No. 1059 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, REPEALING AND REPLACING SECTION 3.04.112, CONFLICT OF INTEREST IN ITS ENTIRETY, IN THE WRANGELL MUNICIPAL CODE

<p><b><u>SUBMITTED BY:</u></b></p> <p>Code Review Committee (Mayor Gilbert, Assembly Member Morrision, Borough Clerk Lane)</p>	<p><b><u>FISCAL NOTE:</u></b></p> <p><b>Expenditure Required:</b></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; border-bottom: 1px solid black;">FY 24: \$</td> <td style="width: 33%; border-bottom: 1px solid black;">FY 25:</td> <td style="width: 33%; border-bottom: 1px solid black;">26: \$</td> </tr> <tr> <td colspan="3" style="height: 20px;"></td> </tr> </table> <p><b>Amount Budgeted:</b></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%; border-bottom: 1px solid black;"></td> <td style="width: 40%; border-bottom: 1px solid black;">24</td> </tr> </table> <p><b>Account Number(s):</b></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%; border-bottom: 1px solid black;"></td> <td style="width: 40%; border-bottom: 1px solid black;">Detail provided below</td> </tr> </table> <p><b>Account Name(s):</b></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%; border-bottom: 1px solid black;"></td> <td style="width: 40%; border-bottom: 1px solid black;">Detail provided below</td> </tr> </table> <p><b>Unencumbered Balance(s) (prior to expenditure):</b></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%; border-bottom: 1px solid black;"></td> <td style="width: 40%; border-bottom: 1px solid black;">Detail provided below</td> </tr> </table>	FY 24: \$	FY 25:	26: \$					24		Detail provided below		Detail provided below		Detail provided below
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<p><b><u>Reviews/Approvals/Recommendations</u></b></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; text-align: center;"><input type="checkbox"/></td> <td style="border-bottom: 1px solid black;">Commission, Board or Committee</td> </tr> <tr> <td style="text-align: center;">Name(s)</td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td style="text-align: center;">Name(s)</td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="border-bottom: 1px solid black;">Attorney</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="border-bottom: 1px solid black;">Insurance</td> </tr> </table>	<input type="checkbox"/>	Commission, Board or Committee	Name(s)		Name(s)		<input checked="" type="checkbox"/>	Attorney	<input type="checkbox"/>	Insurance	
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**ATTACHMENTS:** 1. Ord 1059

### RECOMMENDATION MOTION:

*Move to Approve First Reading of Ordinance No. 1059 and Move to a Second Reading with a Public Hearing to be held on August 27, 2024.*

### SUMMARY STATEMENT:

At the assembly's direction, the Code Review Committee has reviewed Section 3.04.112, Conflict of Interest and completely rewritten it to bring it up to standards and to provide for a clearer understanding of the section.

The Code Review Committee believes that this updated section provides an unambiguous interpretation of conflicts of interest. The framing for this ordinance comes from looking at other

municipalities and pulling what can work with our community. This ordinance was vetted through our attorney and amended accordingly.

CITY AND BOROUGH OF WRANGELL, ALASKA  
ORDINANCE NO. 1059

AN ORDINANCE OF THE ASSEMBLY OF THE CITY AND BOROUGH  
OF WRANGELL, ALASKA, REPEALING AND REPLACING SECTION  
3.04.112, CONFLICT OF INTEREST IN ITS ENTIRETY, IN THE  
WRANGELL MUNICIPAL CODE

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

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

SEC. 1. Action. The purpose of this ordinance is to Repeal and Replace Section 3.04.112, Conflict of Interest, in Wrangell Municipal Code.

SEC. 2. Amendment. Section 3.04.112 of the Wrangell Municipal Code is amended to read:

**3.04.112      Conflict of interest.**

A. Purpose. The purpose of this chapter is to set *reasonable standards* of conduct for elected and appointed public officials and for borough employees, so that the public may be assured that its trust in such persons is well placed and that the officials and employees themselves are aware of the high standards of conduct demanded of persons in like office and position. This chapter shall be liberally construed to protect the public interest in full disclosure of conflicts of interest and promoting ethical standards of conduct for borough officials and employees.

B. Definitions. The following words, terms and phrases, when used in this chapter, shall have the following meanings ascribed to them, except where the context clearly indicates a different meaning:

“*Borough*” means the City and Borough of Wrangell, its assembly, administration, and its boards and commissions.

“*Borough employee*” means any person employed by the borough, whether full-time or part-time, temporarily or permanently.

“*Borough official*” means a person who holds elected office under the ordinances of the borough, who is appointed to fill a vacancy in an elective office, or who is a member of a borough board or commission whose appointment is subject to confirmation by the borough assembly.

“*Engaging in business*” means submitting a written or oral proposal to supply goods, services, or other things of value, or furnish goods, services or other things of value, for consideration.

“*Gratuity*” means a thing having value given voluntarily or beyond lawful obligation in return for, or in anticipation of, any service or consideration in connection with the official’s performance of duties.

“*Immediate family*” of a person means anyone related to that person by blood to the first degree of kinship, marriage, or adoption or who lives in that person’s household.

“*Organization*” means any entity, corporation, partnership, firm, or association, whether organized for profit or nonprofit.

“*Personal interest*” means an interest other than a financial interest, and includes any material advantage in the form of a promise, service, privilege, exemption, patronage, or advancement. A borough official shall be deemed to have a personal interest in the affairs of any person, business, boards, commissions, or organization, if the official owes a fiduciary or legislative duty to it.

or borough officials is reduced to less than the minimum number required to approve the official action, the Rule of Necessity applies and all members present shall vote.

“*Substantial financial interest*” means a financial interest that would result in a gain or loss exceeding \$1,000 in a single transaction or more than \$5,000 in the aggregate in 12 consecutive months.

1. A substantial financial interest currently held by that person or an immediate family member including:

- a. Employment or ownership in a business, organization, or entity; or
- b. Property ownership that is a source of income or financial benefit; or
- c. A professional or private relationship or contract that is a source of income or financial benefit; or
- d. An affiliation with an organization in which the person holds a management position or is an officer, director, or trustee, of the business, organization, or entity.

2. Substantial financial interest does not include:

- a. Affiliation as unpaid volunteer with a legally recognized nonprofit organization; or
- b. Financial interests of a type which are generally possessed in common with all other citizens or a large class of citizens, such as borough officials who receive property tax exemptions.

### C. Elected Borough Officials.

1. An elected borough official may not participate in any official action in which he/she or a member of his/her household has a substantial financial and/or personal interest.
2. No member of the borough assembly, its boards and commissions, nor any entity in which he or she may have a substantial financial interest, may contract with the borough to provide supplies, services, professional services or construction except when:
  - a. The nature of the financial interest is fully disclosed to the entity with the authority to award the contract before such contract is awarded and a notice of intent to do business with the borough, its boards and commissions, as applicable, is provided as set forth in subsection (D) of this section; and
  - b. The borough official neither participates in the decision to award the contract nor attempts to influence such decision; and
  - c. Performance of the contract is compatible with the ability of the borough official to discharge his or her official duties and to exercise his or her independent judgment. The official or body charged with responsibility for award of a particular contract under this title shall have the authority to determine compliance with this subsection.
3. Newly elected members of these bodies (or entities in which they may have a substantial financial interest) who have contracts covered by subsection (C)(2) of this section may fulfill the terms and conditions of such contracts without penalty. For the purposes of subsections (C)(2) and (3) of this section, a contract includes a purchase order, or services as a paid employee but does not include a transaction characterized as a “grant.”
4. Use of Office for Personal Gain. No person shall seek or hold office for the purpose of obtaining anything of value for himself/herself, his/her family, or a business that he/she owns or in which he/she holds a substantial financial interest or personal interest.
5. Representing Private Interests. No elected or appointed official shall represent, or accompany those representing, private business or personal interests before the borough assembly or its boards and commissions.
6. The mayor and assembly members may serve on boards, commissions or on boards of nonprofit organizations.
7. Nothing herein shall prevent a member of the borough assembly and its boards and commissions from making verbal or written inquiries on behalf of constituents or the general public to elements of borough government or from requesting explanations or additional information on behalf of such constituents. No elected official may solicit a benefit or anything of value or accept the same from any person for having performed this service other than permitted in subsection (D) of this section.

D. Elected Borough Officials and/or Employees – Prohibited Acts. No borough official or employee may engage intentionally in conduct that conflicts with the officer's or employee's official duties, including but not limited to conduct violating the following standards:

1. In accordance with subsection (C) of this section:

a. Before a borough official or employee, or an organization in which the borough official or employee has a substantial financial interest, engages in business with the borough (including but not limited to submitting a written or oral bid or proposal), the official or employee shall disclose the intent to engage in business as provided in subsection (C) of this section. For purposes of this subsection only, a borough official does not include an appointed member of a borough board or commission; and

b. Before acquiring the substantial financial interest or personal interest, a borough official or employee shall disclose any substantial financial or personal interest in which any goods, services, or property, which the official or employee knows the borough intends to purchase. Such disclosure shall be the same method as for a contract under subsection (C) of this section.

2. No borough official or employee may take any action in the capacity of a borough official or employee to influence the borough's selection of any bid or proposal, or the borough's conduct of business, in which the official or employee has a substantial financial interest.

3. A borough official who is a voting member of the borough assembly or its boards and commissions shall disclose any financial interest in any decision before the borough assembly or its boards and commissions before debating or voting upon the decision and may not participate in the debate or vote upon the decision if the borough assembly or its boards and commissions determines that the official has a substantial financial interest. The assembly or the board or commission may overturn the decision of the mayor or its chairperson by a majority vote if such member shall be required to vote.

4. No borough official or employee may disclose confidential information held by the borough unless authorized or required by law to do so or use that information to advance the official's or employee's financial interest or the financial interest of others.

5. No borough official or employee may accept a gratuity from any person engaging in business with the borough or having a substantial financial interest in a decision pending with the borough. A borough employee who receives a gratuity shall report the receipt to the employee's supervisor, who shall report the receipt to the borough attorney. This subsection does not prohibit accepting:

a. A meal offered as a courtesy; or

b. Discounts or prizes that are generally available to the public or to a large business category to which the official or employee belongs; or

c. Gifts presented by the employing agency in recognition of meritorious service to the borough or other civic or public awards of whatever nature; or

d. Campaign contributions as candidate for public office.

6. No borough official or borough employee shall permit the use of borough-owned property, vehicles, equipment, or materials for a non-borough purpose, except as specifically provided by ordinance, personnel rules, labor contracts, or terms and conditions of employment. This section is not intended to preclude communications with the public as provided for in subsection (D)(9) of this section.

7. No borough employee may engage in political activity during duty hours.

8. Political Activities – Limitations on Individuals. Borough officials and employees may not take an active part in a political campaign or other matter to be brought before the voters when on duty. Nothing herein shall be construed as preventing borough officials or employees from exercising their voting franchise, contributing to a campaign or candidate of their choice, or expressing their political views when not on duty or otherwise conspicuously representing the borough.

9. Political Activity – Limitation on Borough Government.

a. The borough may not actively campaign on any ballot issue including referendums, initiatives, bond issues, or other special elections. The preparation and distribution of neutral informational pamphlets or brochures does not constitute a violation of this chapter, nor shall this subsection apply to an elected official who is subject to a vote of recall, or members of the assembly or mayor during a regular election for office.

b. The borough, or borough employees, other than elected officials, while on duty and/or when acting in an official capacity, may not prepare or publish, broadcast, or otherwise distribute any material of a partisan nature on matters, including bond issues, which shall come before the voters in a regular or special election.

c. The borough may prepare and disseminate general, objective information about the issues to be voted on. Such material shall be devoid of partisan statements or slant and, where appropriate, may contain pro and con statements of equal weight and value.

E. Contract Inducements. No payment, gratuity or offer of employment shall be made in connection with any contract, by or on behalf of the subcontractor to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontractor or order. This prohibition shall be set forth in every borough and solicitation therefor.

F. Post-Employment Restrictions.

1. No former official or employee shall, for a period of **three** months after the termination of the term of office or employment, represent, advise, or assist a person for compensation regarding a matter that was under consideration by the borough and in which the official or employee participated personally and substantially through the exercise of official action.

a. No current or former elected borough official may be employed by the borough for a period of **three** months after leaving office.

- b. For purposes of this section, voting on an appropriation shall not in and of itself constitute substantial participation in a matter.
- c. This section does not prohibit the borough from contracting with a former official or employee to act on a matter on behalf of the borough or school district.

2. In this section, “matters” includes a case, proceeding, application, contract or determination.

3. Where a borough official or employee conducts business or intends to conduct business with the borough, the official or employee shall file an affidavit with the borough clerk stating:

- a. The name and office of the borough official or employee; and
- b. The name of any organization in which the official or employee has a substantial financial interest, whose activities are the subject of the disclosure, and a description of that financial interest; and
- c. A description of the transaction that is the subject of the disclosure.

Such affidavit shall be retained by the Borough Clerk for no less than six (6) years from the date filed.

4. No borough official or employee may act upon a transaction that is the subject of a disclosure under this section within 10 days of the filing of the disclosure under subsection (F)(3) of this section.

#### G. Procedure for Declaring a Conflict of Interest – Borough Officials.

- 1. A borough official who has or may have a substantial financial interest or personal interest in an official action shall disclose the facts concerning that interest to the body of the borough of which the official is a member prior to the body taking any official action. Any member of the body may raise a question concerning another member’s financial or personal interests, in which case the member in question shall disclose relevant facts concerning the official’s interests in the subject of the action.
- 2. The presiding officer shall rule on whether the borough official must be excused from participation or must participate. The ruling may be immediately overridden by a majority vote of the governing body. There is no appeal from the action or inaction of the governing body to override or not override the ruling of the presiding officer.
- 3. The borough official shall abide by the ruling and shall disclose the conflict of interest at any subsequent occasions on which the same official action comes before the same governing body, unless there has been a material change of circumstances. On each such subsequent occasion, the presiding officer shall note for the minutes that the ruling previously made continues in effect.

4. A borough official who is ruled to be excused from participation shall not vote or debate, except a borough official may testify from the public testimony area as a private citizen.

#### H. Rule of Necessity.

Exceptions to a ruling excusing a member from participation shall be made in cases where:

- a. By reason of being excused for conflicts of interest the number of members of the assembly or other body eligible to vote is reduced to less than the minimum number required to approve the official action; and
- b. No other body of the borough has jurisdiction and authority to take the official action on the matter; and
- c. The official action cannot be set aside to a later date, within a reasonable time, when the body could obtain the minimum number of members to take action who are not excused for conflicts of interest.

When the body determines this exception applies, then all members, except the applicant when the applicant is a member of the body, shall participate in the official action.

#### I. Sanctions for Violation.

1. Any borough official found by the borough assembly to have violated any of the provisions of this chapter shall be subject to appropriate sanctions. The mayor may appoint a special committee of the respective body to review the allegations and provide recommendations.

2. Any employee found by the manager, in the case of a borough employee to have violated any of the provisions of this chapter, or to have furnished false or misleading information shall be subject to employment sanctions up to and including discharge, as determined by the manager.

- J. Judicial Penalties. Knowing violations of any of the provisions of this chapter, or the furnishing of false, misleading, or incomplete information to the board with the intent to mislead, shall be punishable as provided for in WMC 1.20.010.

#### K. Invalid Actions.

1. Any contract negotiated, entered into, or performed in violation of any of the provisions of this chapter shall be voidable as to the borough but only by action of the assembly.

2. Any permit, license, ruling, determination, or other official action of an agency applied for or in any other manner sought, obtained or undertaken where the beneficiary knew or should have known of a violation of any of the provisions of this chapter may be invalidated by the assembly, as applicable.

- L. Other Remedies. Nothing in this chapter shall preclude the borough from maintaining an action to achieve an accounting for any pecuniary benefit received by any person in violation of this chapter or other law, or to recover damages for violation of this chapter.
- M. Relationship to Other Laws. The procedures and penalties provided in this chapter are supplemental and do not limit either the power of an agency to otherwise discipline officials or employees or to take appropriate administrative action to adopt more restrictive rules. This chapter is intended to replace the common law regarding conflicts of interest with respect to borough officials and employees. Other than superseding common law, nothing in this chapter is intended to repeal or is to be construed as repealing in any way the provisions of any other law or ordinance.

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

SEC. 4. Severability. If any portion of this ordinance or any application thereof to any person or circumstance is held invalid, the remainder of this ordinance and the application to other persons or circumstances shall not be affected thereby.

SEC. 5. Effective Date. This ordinance shall be effective upon adoption.

PASSED IN FIRST READING: \_\_\_\_\_, 2024

PASSED IN SECOND READING: \_\_\_\_\_, 2024

\_\_\_\_\_  
Patricia Gilbert, Borough Mayor

ATTEST: \_\_\_\_\_  
Kim Lane, MMC, Borough Clerk

**3.04.112 Conflict of interest.**

A. Purpose. The purpose of this chapter is to set reasonable standards of conduct for elected and appointed public officials and for borough employees, so that the public may be assured that its trust in such persons is well placed and that the officials and employees themselves are aware of the high standards of conduct demanded of persons in like office and position.

**B. Definitions – Construction.**

1. Definitions. As used in this chapter, the following words have the following meanings:

- a. “Borough” means the City and Borough of Wrangell, its assembly, administration, hospital board, planning and zoning board, museum board or port commission.
- b. “Borough employee” means any person employed by the borough, whether full-time or part-time, temporarily or permanently.
- c. “Borough official” means a person who holds elected office under the ordinances of the borough, who is appointed to fill a vacancy in an elective office, or who is a member of a borough board or commission whose appointment is subject to confirmation by the borough assembly.
- d. “Confidential information” means information exempt from disclosure under subsection (D) of this section.
- e. “Engaging in business” means submitting a written or oral proposal to supply goods, services or other things of value, or furnish goods, services or other things of value, for consideration.
- f. “Substantial financial interest” means an expectation of receiving a pecuniary benefit. A financial interest of a person includes any financial interest of a member of that person’s immediate family. A person has a financial interest in an organization in which that person has an ownership interest, or is a director, officer or an employee. A person has a financial interest in a decision if a financial interest of that person will vary with the outcome of the decision. A substantial financial interest does not include the following: A personal or financial interest which is not of the magnitude that would exert an influence on an average, reasonable person; a personal or financial interest of a type which is generally possessed by the public or a large class of persons to which that official or employee belongs; or an action or influence which would have an insignificant or conjectural effect on the matter in question.
- g. “Gratuity” means a thing having value given voluntarily or beyond lawful obligation in return for, or in anticipation of, any service or consideration in connection with the official’s performance of duties.
- h. “Immediate family” of a person means anyone related to that person by blood to the second degree of kinship, marriage or adoption or who lives in that person’s household.
- i. “Organization” means any corporation, partnership, firm or association, whether organized for profit or nonprofit.

2. Construction. This chapter shall be liberally construed to protect the public interest in full disclosure of conflicts of interest and promoting ethical standards of conduct for borough officials and employees.

**C. Elected Borough Officials.**

- 1. An elected borough official may not participate in any official action in which he/she or a member of his/her household has a substantial financial interest.
- 2. No member of the assembly, hospital board, planning and zoning board, museum board, port commission or the mayor, nor any entity in which he or she may have a substantial financial interest, may contract with the borough to provide supplies, services, professional services or construction except when:

a. The nature of the financial interest is fully disclosed to the entity with the authority to award the contract before such contract is awarded and a notice of intent to do business with the borough, hospital board, planning and zoning board, museum board or port commission, as applicable, is provided as set forth in subsection (D) of this section;

b. The borough official neither participates in the decision to award the contract nor attempts to influence such decision; and

c. Performance of the contract is compatible with the ability of the borough official to discharge his or her official duties and to exercise his or her independent judgment. The official or body charged with responsibility for award of a particular contract under this title shall have the authority to determine compliance with this subsection.

3. Newly elected member of these bodies (or entities in which they may have a substantial financial interest) who have contracts covered by subsection (C)(2) of this section may fulfill the terms and conditions of such contracts without penalty. For the purposes of subsections (C)(2) and (3) of this section, a contract includes a purchase order, or services as a paid employee but does not include a transaction characterized as a “grant.”

4. Use of Office for Personal Gain. No person shall seek or hold office for the purpose of obtaining anything of value for himself/herself, his/her family or a business that he/she owns or in which he/she holds an interest.

5. Representing Private Interests. No elected official shall represent, or accompany those representing, private business or personal interests before the assembly, or other borough board, commission or agency.

6. The mayor and assembly members may serve on boards, commissions or on boards of nonprofit organizations.

7. Nothing herein shall prevent a member of the assembly, hospital board, planning and zoning board, museum board or port commission from making verbal or written inquiries on behalf of constituents or the general public to elements of borough government or from requesting explanations or additional information on behalf of such constituents. No elected official may solicit a benefit or anything of value or accept same from any person for having performed this service other than permitted in subsection (D) of this section.

D. Elected Borough Officials – Officials or Employees – Prohibited Acts. No borough official or employee may engage intentionally in conduct that conflicts with the officer’s or employee’s official duties, including but not limited to conduct violating the following standards:

1. In accordance with subsection (C) of this section:

a. Before a borough official or employee, or an organization in which the borough official or employee has a financial interest, engages in business with the borough (including but not limited to submitting a written or oral bid or proposal), the official or employees shall disclose the intent to engage in business as provided in subsection (C) of this section. For purposes of this subsection only, a borough official does not include an appointed member of a borough board or commission;

b. Before acquiring the financial interest, a borough official or employee shall disclose the intent to acquire a financial interest in any service or property which the official or employee knows the borough intends to purchase. Such disclosure shall be the same method as for a contract under subsection (C) of this section.

2. No borough official or employee may take any action in the capacity of a borough official or employee to influence the borough’s selection of any bid or proposal, or the borough’s conduct of business, in which the official or employee has a financial interest.

3. A borough official or employee who is a voting member of a borough board, commission or legislative body shall disclose any financial interest in any decision before the board, commission or legislative body before debating or voting upon the decision, and may not participate in the debate or vote upon the decision if the board, commission or legislative body determines that a financial interest, as defined by WMC 3.04.112(C) is

substantial. No borough official or employee may testify before a borough board, commission or legislative body without first disclosing any financial interest which the official or employee has in the subject of the testimony. Upon such disclosure the mayor shall determine if such member shall be required to vote or abstain. The assembly may overturn the decision of the mayor by majority if such member shall be required to vote or abstain. The assembly may overturn the decision of the mayor by majority vote.

4. No borough official or employee may disclose confidential information held by the borough unless authorized or required by law to do so, or use that information to advance the official's or employee's financial interest or the financial interest of others.

5. A borough official or employee may not engage in business or accept employment with, or render services for, a person other than the borough where the activity will conflict with the official's or employee's duties to the borough or impair the official's or employee's independence of judgment in performing those duties.

6. No borough official or employee may accept a gratuity from any person engaging in business with the borough or having a financial interest in a decision pending with the borough. A borough employee who receives a gratuity shall report the receipt to the employee's supervisor, who shall report the receipt to the borough attorney. This subsection does not prohibit accepting:

- a. A meal offered as a courtesy;
- b. Discounts or prizes that are generally available to the public or to a large business category to which the official or employee belongs;
- c. Gifts presented by the employing agency in recognition of meritorious service to the borough or other civic or public awards of whatever nature; or
- d. Campaign contributions as candidate for public office.

7. No borough official or borough employee shall permit the use of borough-owned property, vehicles, equipment, or materials for a nonborough purpose, except as specifically provided by ordinance, personnel rules, labor contracts, or terms and conditions of employment. This section is not intended to preclude communications with the public as provided for in subsection (D)(10) of this section.

8. No borough employee may engage in political activity during duty hours.

9. Political Activities – Limitations on Individuals. Appointed officials and employees may not take an active part in a political campaign or other matter to be brought before the voters when on duty. Nothing herein shall be construed as preventing appointed officials, borough officials or employees from exercising their voting franchise, contributing to a campaign or candidate of their choice or expressing their political views when not on duty or otherwise conspicuously representing the borough.

10. Political Activity – Limitation on Borough Government.

- a. The borough may not actively campaign on any ballot issue including referendums, initiatives, bond issues, or other special elections. The preparation and distribution of neutral informational pamphlets or brochures does not constitute a violation of this chapter, nor shall this subsection apply to an elected official who is subject to a vote of recall, or members of the assembly or mayor during a regular election for office.
- b. The borough, or borough employees, other than elected officials, while on duty and/or when acting in an official capacity, may not prepare or publish, broadcast or otherwise distribute any material of a partisan nature on matters, including bond issues, which shall come before the voters in a regular or special election.
- c. The borough may prepare and disseminate general, objective information about the issues to be voted on. Such material shall be devoid of partisan statements or slant and, where appropriate, may contain pro and con statements of equal weight and value.

E. Contract Inducements. No payment, gratuity or offer of employment shall be made in connection with any contract, by or on behalf of the subcontractor to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontractor or order. This prohibition shall be set forth in every borough and solicitation therefor.

F. Post-Employment Restrictions.

1. No former official or employee shall, for a period of six months after the termination of the term of office or employment, represent, advise, or assist a person for compensation regarding a matter that was under consideration by the borough and in which the official or employee participated personally and substantially through the exercise of official action.
2. No current or former elected borough official may be employed by the borough for a period for six months after leaving office.
3. The assembly may, by majority vote, authorize a waiver from the requirements of subsections (F)(1) or (F)(2) of this section.
4. For purposes of this section, voting on an appropriation shall not in and of itself constitute substantial participation in a matter.
5. This section does not prohibit the borough from contracting with a former official or employee to act on a matter on behalf of the borough or school district.
6. In this section, "matters" includes a case, proceeding, application, contract or determination.
7. Disclosure by borough officials and employees engaging in business with the borough.
8. Where a borough official or employee conducts business or intends to conduct business with the borough, the official or employee shall file an affidavit with the borough clerk stating:
  - a. The name and office of the borough official or employee;
  - b. The name of any organization in which the official or employee has a financial interest, whose activities are the subject of the disclosure, and a description of that financial interest; and
  - c. A description of the transaction that is the subject of the disclosure.
9. The borough clerk shall post in at least one public place, and publish in a newspaper of general circulation in the borough, an affidavit file under subsection (F)(8) of this section within seven days of its filing. The person filing the statement shall bear the cost of the publication, unless that person serves on a borough board or commission without compensation. The cost of publication shall be paid to the clerk at the time of filing.
10. No borough official, employee, board, commission or legislative body may act upon a transaction that is the subject of a disclosure under this section within 10 days of the filing of the disclosure under subsection (F)(8) of this section or within seven days of the publishing and posting of the disclosure under subsection (F)(8)(b) of this section.

G. Sanctions for Violation.

1. Any official found by the assembly, the hospital board, the museum board, the planning and zoning board, or the port commission, to have violated any of the provisions of this chapter shall be subject to appropriate sanctions. The mayor may appoint a special committee of the respective body to review the allegations and provide recommendations.
2. Any employee found by:
  - a. The manager, in the case of a borough employee;

b. The assembly, in the case of a borough employee;

to have violated any of the provisions of this chapter, or to have furnished false or misleading information shall be subject to employment sanctions up to and including discharge, as determined by the manager, assembly, hospital board, museum board, planning and zoning board, or port commission as applicable.

H. Judicial Penalties. Knowing violations of any of the provisions of this chapter, or the furnishing of false, misleading or incomplete information to the board with the intent to mislead, shall be punishable as provided for in WMC 1.20.010.

I. Invalid Actions.

1. Any contract negotiated, entered into, or performed in violation of any of the provisions of this chapter shall be voidable as to the borough but only by action of the assembly.

2. Any permit, license, ruling, determination, or other official action of an agency applied for or in any other manner sought, obtained or undertaken where the beneficiary knew or should have known of a violation of any of the provisions of this chapter may be invalidated by the assembly, as applicable.

J. Other Remedies. Nothing in this chapter shall preclude the borough from maintaining an action to achieve an accounting for any pecuniary benefit received by any person in violation of this chapter or other law, or to recover damages for violation of this chapter.

K. Relationship to Other Laws. The procedures and penalties provided in this chapter are supplemental and do not limit either the power of an agency to otherwise discipline officials or employees or to take appropriate administrative action to adopt more restrictive rules. This chapter is intended to replace the common law regarding conflicts of interest with respect to borough elected officials and employees. Other than superseding the common law, nothing in this chapter is intended to repeal or is to be construed as repealing in any way the provisions of any other law or ordinance.

L. Severability. The invalidity of any section, subsection, provision, clause or portion of this chapter, or the invalidity of the application thereof to any person or circumstance, shall not affect the validity of the remainder of this chapter or the validity of its application to other persons or circumstances. [Ord. 881 § 10, 2014; Ord. 833 § 61, 2009; Ord. 699 § 4, 2001; Ord. 488 § 4, 1986.]

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	July 23, 2024
	<u>Agenda Section</u>	<b>13</b>

ORDINANCE No. 1060 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA,  
AMENDING SECTION 15.16.080 – UNIFORMITY OF GROUNDS AND MARKERS, IN THE WRANGELL  
MUNICIPAL CODE

<u>SUBMITTED BY:</u>
Mason Villarma, Borough Manager

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

<u>FISCAL NOTE:</u>		
<b>Expenditure Required:</b>		
FY 24: \$	FY 25:	26: \$
<b>Amount Budgeted:</b>		
24		
<b>Account Number(s):</b>		
Detail provided below		
<b>Account Name(s):</b>		
Detail provided below		
<b>Unencumbered Balance(s) (prior to expenditure):</b>		
Detail provided below		

ATTACHMENTS: 1. Ord 1060

### RECOMMENDATION MOTION:

*Move to Approve First Reading of Ordinance No. 1060 and Move to a Second Reading with a Public Hearing to be held on August 27, 2024.*

### SUMMARY STATEMENT:

Amending the existing code will ensure decorations related to the Memorial and Independence Day holidays remain intact throughout the duration of each holiday. This amendment also helps to establish community engagement, with clear directions on decoration removal guidelines.

CITY AND BOROUGH OF WRANGELL, ALASKA  
ORDINANCE NO. 1060

AN ORDINANCE OF THE ASSEMBLY OF THE CITY AND BOROUGH  
OF WRANGELL, ALASKA, AMENDING SECTION 15.16.080 –  
UNIFORMITY OF GROUNDS AND MARKERS, IN THE WRANGELL  
MUNICIPAL CODE

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

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

SEC. 1. Action. The purpose of this ordinance is to amend Section 15.16.080, Uniformity of grounds and markers in Wrangell Municipal Code to allow for longer times for decorations or flags and to more clearly specify the allowable dates and timelines, weather permitting.

SEC. 2. Amendment. Section 15.16.080 of the Wrangell Municipal Code is amended to read:

**15.16.080 Uniformity of grounds and markers.**

B. No temporary decoration, marker or monument may be placed upon or near a grave which extends above the surface of the ground except weather permitting, on the day of burial, and from Memorial Day through the Fourth of July, [on Memorial Day, Fourth of July] and on Veterans' Day, and these shall be removed within seven days thereafter. All permanent markers shall be set on foundations constructed and installed to the specifications of the borough except those markers that have built-in foundations. No marker shall extend beyond border of grave (three and one-half feet by nine feet).

It shall be the responsibility of the person(s) who place decoration or flags to remove them within seven days after the allowed timeframe.

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

SEC. 4. Severability. If any portion of this ordinance or any application thereof to any person or circumstance is held invalid, the remainder of this ordinance and the application to other persons or circumstances shall not be affected thereby.

SEC. 5. Effective Date. This ordinance shall be effective upon adoption.

PASSED IN FIRST READING: \_\_\_\_\_, 2024

PASSED IN SECOND READING: \_\_\_\_\_, 2024

\_\_\_\_\_  
Patricia Gilbert, 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>	July 23, 2024
	<u>Agenda Section</u>	<b>13</b>

ORDINANCE No. 1061 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, REPEALING ORDINANCE 1027 and REPLACING IT WITH ORDINANCE 1061 by AMENDING THE ZONING MAP TO EFFECT A CHANGE TO A PORTION OF TRACT Y, U.S.S. 2321, PARCEL NO. 03-006-305, FROM LIGHT INDUSTRIAL TO RURAL RESIDENTIAL 1

<p><b><u>SUBMITTED BY:</u></b></p> <p>Kate Thomas, Economic Development Director</p>	<p><b><u>FISCAL NOTE:</u></b></p> <p><b>Expenditure Required: \$XXX Total</b></p> <p><b>Fiscal Year (FY): 24-25</b>    Amount: N/A</p> <p><b>Amount Budgeted:</b></p> <p style="text-align: center;">N/A</p> <p><b>Account Number(s):</b></p> <p style="text-align: center;">N/A</p> <p><b>Account Name(s):</b></p> <p style="text-align: center;">N/A</p> <p><b>Unencumbered Balance(s) (prior to expenditure):</b></p> <p style="text-align: center;">N/A</p>
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<b><u>Reviews/Approvals/Recommendations</u></b>	
<input checked="" type="checkbox"/>	Commission, Board or Committee
Name(s)	Planning and Zoning Commission
Name(s)	
<input type="checkbox"/>	Attorney
<input type="checkbox"/>	Insurance

**ATTACHMENTS:** 1. Ordinance 1061, 2. Ordinance 1027, 3. Aerial Map of lot proposed for rezone

### **RECOMMENDATION MOTION:**

Move to Approve First Reading of Ordinance No. 1061 and Move to a Second Reading with a Public Hearing to be held on August 27, 2024.

**SUMMARY STATEMENT:** This ordinance seeks to correct an error in Ordinance 1027 which referenced an unrelated ordinance and did not accurately reflect the intended zoning change for

the property of interest.

The 2022 recorded plat of the Byford Subdivision incorrectly designates Lots YA and YB as Industrial. Ordinance 1027, intended to confirm the Rural Residential zoning, referenced an unrelated ordinance and did not accurately reflect the intended zoning change from Industrial to Residential.

The action necessary to correct the errors includes Repeal Ordinance 1027, replacing it with Ordinance 1061. As well as amending the 2022-13 Plat to reflect the accurate zoning. The property owners are aware of the error and corrective actions being taken.

Return to: City & Borough of Wrangell  
P.O. Box 531  
Wrangell, Alaska 99929

**Wrangell Recording District**

Page 1 of 1

CITY AND BOROUGH OF WRANGELL, ALASKA

ORDINANCE NO. 1061

AN ORDINANCE OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, REPEALING ORDINANCE 1027 and REPLACING IT WITH ORDINANCE 1061 by AMENDING THE ZONING MAP TO EFFECT A CHANGE TO A PORTION OF TRACT Y, U.S.S. 2321, PARCEL NO. 03-006-305, FROM LIGHT INDUSTRIAL TO RURAL RESIDENTIAL 1

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

SEC. 1. Action. The purpose of this ordinance is to repeal and replace Ordinance 1027.

SEC. 2 Repeal and Replacement. Ordinance 1027 is hereby repealed in its entirety and replaced with Ordinance 1061 as follows:

SEC 3. Action. The effect of this ordinance is to finalize a zone change for a Portion of Tract Y, U.S.S. 2321, PARCEL NO. 03-006-305 from Light Industrial to Rural Residential 1.

SEC. 4. Classification. This is a non-code ordinance.

SEC. 5. Severability. If any portion of this ordinance or any application thereof to any person or circumstances is held invalid, the remainder of this ordinance and the application to other persons or circumstances shall not be affected thereby.

SEC. 6. Effective Date. This ordinance shall be effective upon adoption.

PASSED IN FIRST READING: \_\_\_\_\_, 2024.

PASSED IN SECOND READING: \_\_\_\_\_, 2024.

\_\_\_\_\_  
Patricia Gilbert, Borough Mayor

ATTEST:

\_\_\_\_\_  
Kim Lane, Borough Clerk

Return to: City & Borough of Wrangell  
P.O. Box 531  
Wrangell, Alaska 99929

Wrangell Recording District

Page 1 of 2

CITY AND BOROUGH OF WRANGELL, ALASKA

ORDINANCE NO. 1027

AN ORDINANCE OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA AMENDING THE ZONING MAP TO EFFECT A CHANGE TO LOT 12-3 ZIMOVIA VIEW SUBDIVISION (PLAT NO. 86-2) FROM LIGHT INDUSTRIAL TO SINGLE FAMILY RESIDENTIAL

SEC. 1. Action. The effect of this ordinance is to finalize a zone change for 12-3 Zimovia View Subdivision (Plat No. 86-2) from Light Industrial to Single Family Residential

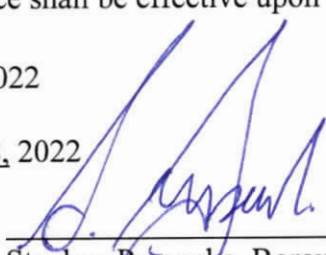
SEC. 2. Classification. This is a non-code ordinance.

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


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

PASSED IN FIRST READING: June 14, 2022

PASSED IN SECOND READING: June 28, 2022

  
Stephen Prysunka, Borough Mayor

ATTEST:

  
Kim Lane, MMC, Borough Clerk



CITY AND BOROUGH OF WRANGELL, ALASKA

Item g.



1 inch = 130.965433 feet  
237 7/9/2024

Public Map



**DISCLAIMER: THESE MAPS ARE FOR PLANNING PURPOSES ONLY.  
PROPERTY LINES ARE APPROXIMATE. AERIAL 2002.**

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	July 23, 2024
	<u>Agenda Section</u>	<b>13</b>

**ORDINANCE No. 1063** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, SUBMITTING TO QUALIFIED VOTERS A PROPOSITION TO AMEND SECTION 2-3 OF THE HOME RULE CHARTER FOR THE CITY AND BOROUGH OF WRANGELL

SUBMITTED BY:

Mason Villarma, Interim Borough Manager

FISCAL NOTE:

**Expenditure Required:** \$XXX Total

FY 24:

FY 25:

**Amount Budgeted:**

FY24 \$0

**Account Number(s):**

XXXXXX 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 1063

**RECOMMENDATION MOTION:**

Move to approve First Reading of Ordinance No. 1063 and Move to a Second Reading with a Public Hearing to be held on August 27, 2024.

**SUMMARY STATEMENT:**

In February 2024, the assembly had on the Agenda, an Ordinance to add a section to the WMC that would allow for assembly compensation, if they chose to receive it.

However, since the provision that the assembly does not receive compensation is in the Charter, in order to change the provision, the question must be presented to the voters at an election.

This Ordinance would accomplish bringing the question to the voters, not for the Assembly to receive compensation but to remove the provision that they cannot receive compensation in just the Charter.

If the voters by majority vote “yes” to amend section 2-3 of the Wrangell Municipal Charter, a new ordinance would need to be presented to the assembly to approve amending WMC Chapter 3.04 by adding a section that would add the provisions for Assembly compensation.

The reason behind bringing this amendment to the voters is that staff believes that the Mayor & Assembly members are a vital part of local municipal government. In researching other Municipalities, there are several that do pay their Mayor and Assembly (Council) members.

Staff believes that if the Mayor and Assembly were to be compensated for each meeting, it would encourage full participation along with responsible decision making.

In addition, during the declaration for candidacy each year, we would like to see more community members running for office. We believe that this would encourage community members to step up and run for the office of Mayor or Assembly member.

Compensation will only be given if the Mayor or Assembly member attends the meeting.

## CITY AND BOROUGH OF WRANGELL, ALASKA

ORDINANCE NO. 1063

AN ORDINANCE OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA SUBMITTING TO QUALIFIED VOTERS A PROPOSITION TO AMEND SECTION 2-3 OF THE HOME RULE CHARTER FOR THE CITY AND BOROUGH OF WRANGELL

**WHEREAS**, Section 2-3 of the Home Rule Charter of the City and Borough of Wrangell provides: “No assembly member may receive any compensation for serving on the assembly, but may be reimbursed for expenses incurred in the discharge of his or her official duties. Unless otherwise provided by ordinance, an assembly member may hold no other compensated borough office or employment”; and

**WHEREAS**, a review of policies regarding assembly/council compensation in other Alaska municipalities determined that the majority allow for compensation for assembly or council members; and

**WHEREAS**, if the voters approve the amendment to the Charter to remove the prohibition on compensation to assembly members, the assembly will need to establish such compensation by ordinance; and

**WHEREAS**, if assembly members are allowed to receive compensation, it may encourage full participation and responsible decision making by assembly members.

**NOW, THEREFORE**, 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. Classification. This ordinance is of a permanent nature and, if approved by a majority of the qualified voters voting on the proposition set forth in Section 4, shall become a part of the Home Rule Charter of the City and Borough of Wrangell, Alaska.

SEC. 2. Purpose. The purpose of this ordinance is to submit to qualified voters the question of whether to amend Section 2-3 of the Wrangell Home Rule Charter, as follows:

2-3 Borough Assembly – **[Compensation,]** Holding other office.

**[No assembly member may receive any compensation for serving on the assembly, but may be reimbursed for expenses incurred in the discharge of his**

**or her official duties.]** Unless otherwise provided by ordinance, an assembly member may hold no other compensated borough office or employment.

SEC. 3. Submission of Question to Qualified Voters. The Borough Clerk shall place a proposition submitting to voters the question of whether to amend Section 2-3 of the Home Rule Charter for the City and Borough of Wrangell on the ballot for the next regular election, to be held October 1, 2024.

SEC. 4. Ballot Language. The proposition shall be presented in substantially the following form:

### **PROPOSITION 1**

#### **Explanation**

Section 2-3 of the Home Rule Charter for the City and Borough of Wrangell provides: “No assembly member may receive any compensation for serving on the assembly, but may be reimbursed for expenses incurred in the discharge of his or her official duties. Unless otherwise provided by ordinance, an assembly member may hold no other compensated borough office or employment.” The Assembly adopted Ordinance No. 1063 proposing an amendment to the Charter to amend Section 2-3, removing the prohibition on compensation to assembly members. If approved by voters, the assembly will need to establish such compensation by ordinance.

If approved by voters, the Section 2-3 of the Charter would be amended as follows:

(Words that are underlined would be added and words that are **[bolded and in brackets]** would be deleted].)

2-3 Borough Assembly – **[Compensation,]** Holding other office.

**[No assembly member may receive any compensation for serving on the assembly, but may be reimbursed for expenses incurred in the discharge of his or her official duties.]** Unless otherwise provided by ordinance, an assembly member may hold no other compensated borough office or employment.

Shall the Home Rule Charter of the City and Borough of Wrangell be amended as set forth in Ordinance No. 1063?

YES (oval)

NO (oval)

SEC. 5. Effective Date. Section 3 of this ordinance, authorizing the submission of the proposition to the qualified voters of the City and Borough of Wrangell, shall become effective upon adoption. The proposition set forth at Section 4 of this ordinance, if approved by a majority of the qualified voters voting on the proposition set forth in Section 4, shall be incorporated into the Home Rule Charter for the City and Borough of Wrangell and effective on the day following the date the election results are certified for the regular municipal election held on October 1, 2024.

PASSED IN FIRST READING: \_\_\_\_\_, 2024.

PASSED IN SECOND READING: \_\_\_\_\_, 2024.

\_\_\_\_\_  
Patricia Gilbert, 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>	July 23, 2024
	<u>Agenda Section</u>	<b>13</b>

Approval to hold a Special Assembly meeting on July 29, 2024, for the purpose of an Executive Session to hold interviews for the Municipal Legal Services candidates

SUBMITTED BY:

Kim Lane, Borough Clerk

FISCAL NOTE:

**Expenditure Required:**

**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: 1. None.

**RECOMMENDATION MOTION:**

Move to Approve holding a Special Assembly meeting on July 29, 2024, for the purpose of an Executive Session to hold interviews for the Municipal Legal Services candidates.

**SUMMARY STATEMENT:** None.

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	July 23, 2024
	<u>Agenda Section</u>	<b>13</b>

Approval of City & Borough Tidelands Annual 2024 Five-Year Reassessments

SUBMITTED BY:

Kim Lane, Borough Clerk

FISCAL NOTE:

**Expenditure Required:** \$XXX Total

FY : \$	FY : \$	: \$
---------	---------	------

**Amount Budgeted:**

\$XXX

**Account Number(s):**

XXXXXX 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)	Planning and Zoning Commission
Name(s)	
<input type="checkbox"/>	Attorney
<input type="checkbox"/>	Insurance

ATTACHMENTS: 1. Annual Reassessments from Michael Renfro, Borough Assessor.

### RECOMMENDATION MOTION:

Move to Approve the five-year City Tidelands Reassessments for tax year 2024, as presented.

### SUMMARY STATEMENT:

Per WMC 16.08.120 – Rental Adjustments: The annual rental payable pursuant to any lease issued under the provisions of this chapter shall be subject to adjustment by the assembly on the fifth anniversary of the date of the lease and each anniversary date thereafter which

is divisible by the number five. All adjusted rates shall be computed at six percent on the fair market value of the land and improvements owned by the borough and leased thereunder. Such value shall be determined by an appraisal made by the borough assessor and reviewed and determined by the assembly as provided in WMC [16.08.120](#).

- #31      **new fee value \$69,000 = \$4,140 + tax, per year** (Lot 2, Block 84B)  
(Richard Kaer, Breakwater Seafoods)
- #27      **new fee value \$6,800 = \$408.00 + tax, per year** (Lot 13A, Block 84A)  
(John Maxand)
- #26      **new fee value \$66,400 = \$3,984 + tax, per year** (Lots 14A & 15A, Block 84A)  
(John Agostine)
- #7        **new fee value \$53,400 = \$3,204 + tax, per year** (Lot B, Travel Lift Replat)  
(Dave Miller)
- #33      **new fee value \$26,500 = \$1,590 + tax, per year** (Lot C, Travel Lift Replat)  
(Randy Churchill)

As per WMC 16.08.120, if a leaseholder does not agree with the Borough Assessors assessment, they are able to hire their own assessor to assess their property at their own expense. We do not bill the lease holders for our Borough Assessor to assess their leases that they hold with the city.

June 28, 2024

Kim Lane, City Clerk  
City and Borough of Wrangell  
P. O. Box 531  
Wrangell, Alaska 99929

Re: Five Tideland Lease Sites for the City of Wrangell  
Wrangell, Alaska

Dear Ms. Lane:

Pursuant to your request, I have prepared a limited appraisal report on the fair market value of the above parcels as if vacant. The appraisal date is June 28, 2024. The purpose of the report is to determine the fair market value for lease purposes. A description and current status of each site precedes the valuation section of each lease.

The reader is referred to the City of Wrangell comparable lease and sales book for a complete description of the comparable leases and sales utilized in this report.

A brief summary of the leases to be valued are as follows:

<u>No.</u>	<u>Legal</u>	<u>Area Sq. Ft.</u>	<u>Filled Tidelands</u>	<u>Fee Value</u>
31	Lot 2, Block 84B, Tidelands Resub of Wrangell Tidelands Addition	16,436	No	\$69,000
27	Lot 13A, Block 84A Wrangell Tidelands Addition	3,385	No	\$6,800
26	Lots 14A and 15A, Block 84A Wrangell Tidelands Addition	34,956	No	\$66,400
7	Lot B Travel Lift Replat	13,341	No	\$53,400
33	Lot C Travel Lift Replat	5,293	No	\$26,500

Appraisal Company of Alaska

24-3441

The lessee by lease number is as follows:

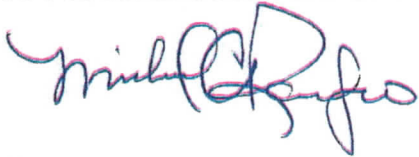
<u>No.</u>	<u>Lessee</u>
31	Richard Kaer dba Breakwater Seafoods
27	John Maxand
26	John Agostine
7	David Miller
33	Randy Churchill

A description of each site and the analyses which lead to the fair market value conclusion follows by lease number in this report. The comparable lease and sales data is retained in our files.

If you have any questions regarding this limited appraisal report, please do not hesitate to call me.

Sincerely,

APPRAISAL COMPANY OF ALASKA



Michael C. Renfro,  
Assessor  
City and Borough of Wrangell

Appraisal Company of Alaska

24-3441

WRANGELL TIDELANDS LEASELease No. 31

LOCATION: At the north end of Peninsula Street on the west side of Wrangell Harbor.

LEGAL DESCRIPTION: Lot 2, Block 84B, Tidelands resubdivision of Wrangell Tidelands Addition, as recorded on Plat 89-2, recorded April 20, 1989, Wrangell Recording District, Wrangell, Alaska.

LESSOR: City of Wrangell

INSTRUMENT: Lease

LESSEE: Richard & Cathy Kaer  
dba Breakwater Seafoods

FEE VALUE: \$69,000

DATE OF LEASE: 5/9/89  
REVALUE: 5/9/94, 5/9/99, 5/04, 5/09,  
5/14,6/24

TERMS: 5/9/89 for 30 yrs,  
6% of value per year  
5 year revalue

ZONING: WFD

AREA: 16,436 sq.ft.

USE AT LEASE: Commercial dock  
site

ANTICIPATED USE: Commercial development

ACCESS: From Harbor or  
adjoining uplands

ASSESSMENTS: None noted

UTILITIES: Electricity,  
telephone, water

EASEMENTS/RESTRICTIONS: None  
noted

CONFIRMED WITH: City of Wrangell

BY/DATE: MCR-06/24

PROPERTY DESCRIPTION: A submerged tidelands at the mouth of the Wrangell Small Boat Harbor on the west side. The adjoining uplands is developed with a mixture of residential and commercial uses. The tideland is developed with a piling dock and float.

ANALYSIS:  $\$69,000/16,436 \text{ sq. ft.} = \$4.20/\text{sq. ft.}$

$\$69,000 \times .06 = \$4140.00/\text{year}$

Appraisal Company of Alaska

24-3441

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

COMPARABLE LAND SALES

NO.	Legal	Date	Sale Price	Area/SF	Price/SF	Remarks
1	Lot 6 Block 84B Tideland Sub ATS 83 Wrangell, AK	09/22	\$52,000	9,456	\$5.50	Submerged Tidelands Residential Use in Reliance Harbor
2	Lot 9 Blk 83 USS119 & Lot 4 Blk 83A WTA	10/20	\$150,000	17,655	\$8.50	Inter Harbor Waterfront Lot Sale with Tidelands
4	Lot 24 Blk 83A Wrangell Tidelands	11/23	\$63,800	13,434	\$4.75	Inter Harbor Lot Sale.

Analysis of Comparable Land Sales:Time:

With a limited number 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 of around 2% per year, prior to mid 2021. After mid 2021 the market increased approximately one-half percent each month, until 2024 where the market values slowed.

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 sale 1 is smaller and requires a downward adjustment. In relationship to subject, comparables 2 and 3 are approximately the same size.

Location and Access:

Location and access are 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 Wrangell sales and lease transactions indicates that location and access can account for up to 40% difference between superior and inferior locations. The subject's location and access are felt to be inferior to all of the comparables.

Utilities:

All of the comparables have similar utilities.

Topography:

Again, topography is somewhat subjective on the part of the appraiser. Comparable 1 is the sale of a submerged Residential Tideland, near the subject. Comparable 2 is a sale of a site with both uplands and tidelands off of Case Avenue south of the subject. Due to the mixed topography it is given the least weight in the final analysis. Comparable 3 is the sale of a large tideland across the harbor from the subject. It is the most current sale, and is given the most weight in the final analysis.

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

<u>Sale No.</u>	<u>#1</u>	<u>#2</u>	<u>#3</u>
Price/Sq. Ft.	\$5.50	\$8.50	\$4.75
Time	9%	17%	5%
Net After Time	\$6.00	\$9.95	\$4.99
Terms	0	0	0
Size	-20%	0	0
Location/Access	-10%	-10%	-10%
Utilities	0	0	0
Topography	0%	-20%	0%
Net Adjustment	-20%	-30%	-10%
Indicated Value/Sq. Ft.	\$4.20	\$6.97	\$4.49

### Conclusion

After adjustments for property differences the available transactions indicate a range of value for the subject site from \$4.20 to \$6.97 per square foot.

After analysis of the property differences, including the subject's size, location, and access, the market value of the subject's 16,436 square feet is concluded to be \$4.20 per square foot or \$69,031.20 rounded to \$69,000.

WRANGELL TIDELANDS LEASELease No. 27

LOCATION: NHN Peninsula Street on the Zimovia Strait Side.

LEGAL DESCRIPTION: Lots 13A, Block 84A, Wrangell Tidelands Addition, City of Wrangell, Alaska

LESSOR: City and Borough of Wrangell INSTRUMENT: Lease

LESSEE: John Maxand

FEE VALUE: \$6,800

DATE OF LEASE: 12/93  
REVALUE: 12/98, 12/03, 12/04, 12/09,  
12/14, 6/24

TERMS: 55 years, 5 yr. revalue

ZONING: WFD

AREA: 3,385 sq. ft.

USE AT LEASE: Vacant

ANTICIPATED USE: Residential

ACCESS: Thru adjoining  
uplands

ASSESSMENTS: None noted

UTILITIES: None to site, all  
located in adjoining uplands

EASEMENTS/RESTRICTIONS: Typical

CONFIRMED WITH: City and Borough of Wrangell BY/DATE: MCR-6/24

PROPERTY DESCRIPTION: Submerged tidelands located on the Zimovia Strait side of Peninsula Street, one Lot away from Peninsula Street.

ANALYSIS:  $\$6,800/3,385 \text{ sq. ft.} = \$2.01/\text{sq. ft.}$

$\$6,800 \times .06 = \$408.00 \text{ year}$

LAND VALUE: There have been limited sales of similar submerged tideland lots. The provided sales price is the capitalized value of similar leases considered to be representative of the market for undeveloped tidelands.

Number	Legal	Date	Sale Price	Area/SF	Price/SF	Remarks
1	Lot 6 Blk 84B ATS 83	9/22	\$52,000	9,456	\$5.50	Submerged Tideland inside Harbor
2	Lots 6&7 Blk 84D ATS 83	12/22	\$83,989	35,740	\$2.35	Submerged Tideland inside Harbor
3	Lot 24 Blk 84A Wrangell Tideland	11/23	\$67,200	13,434	\$5.00	Submerged Tideland inside Harbor

### 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 and leases into conformity with the subject. However, in general, values are increasing in Wrangell. The CPI indicates an increase of around 2% per year prior to mid 2021. After mid 2021 the market values increased approximately 2% per month until 2024 where market values slowed.

Although limited, available market data indicates a relatively stable market with approximately one per cent per year increase in value.

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

Size: Larger parcels generally tend to sell for less per unit of comparison than smaller parcels, all other factors being equal. In relation to the subject, all of the Tideland sales are larger in size and adjusted upward.

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 summary of Wrangell lease transactions indicates that location and access can account for up to 40% difference between superior and inferior locations. All of the comparables are considered superior to the subject's location on Zimovia Straight side of Peninsula Street and are adjusted downward.

Utilities: All of the comparables have similar utilities and no adjustment is required.

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

Sale No.	1	2	3
Price/Sq. Ft.	\$5.50	\$2.35	\$5.00
Time	+28%	+24%	+4%
Net After Time	\$7.04	\$2.96	\$5.20
Terms	0	0	0
Size	- 10%	- 20%	- 20%
Location/Access	- 40%	- 40%	- 40%
Utilities	0	0	0
Net Adjustment	- 50%	- 60%	- 60%
Indicated Value/Sq. Ft.	\$3.52	\$1.18	\$2.08

### Conclusion

After adjustments for property differences the available transactions indicate a range of value for the subject site from \$1.18 to \$3.52 per square foot.

After analysis of the property differences, including the subject's size and location, the market value of the subject's 3,385 square feet is concluded to be \$2.00 per square foot or \$6,770 rounded to \$6,800.

WRANGELL TIDELANDS LEASELease No. 26

LOCATION: NHN Peninsula Street on the Zimovia Straight Side.

LEGAL DESCRIPTION: Lots 14A & 15A, Block 84A Wrangell Tidelands Addition  
City of Wrangell, Alaska

LESSOR: City and Borough of Wrangell INSTRUMENT: Lease

LESSEE: John Agostine

FEE VALUE: \$66,400

DATE OF LEASE: 5/04  
Revalue 5/09, 05/14, 6/24

TERMS: 55 yrs., 5 yr. Revalue

ZONING: WFD

AREA: 18,098 sq. ft. – Lot 15A  
16,585 sq. ft. – Lot 14A  
34,956 sq. ft. Total

USE AT LEASE: Vacant

ANTICIPATED USE: Commercial

ACCESS: Thru lots 20 & 21 adjoining

ASSESSMENTS: None noted

UTILITIES: None to site, all located in  
adjoining uplands

EASEMENTS/RESTRICTIONS: Typical

CONFIRMED WITH: City and Borough of Wrangell BY/DATE: MCR-6/24

PROPERTY DESCRIPTION: Submerged tidelands located east of Peninsula Street on  
Zimovia Straight.

ANALYSIS: \$66,400 / 34,956 sq. ft. = \$1.90 sq. ft.

\$66,400 x .06 = \$3,984.00 / year

Appraisal Company of Alaska

24-3441

LAND VALUE: There have been limited sales of similar submerged tideland lots. The provided sales price is the capitalized value of similar leases considered to be representative of the market for undeveloped tidelands.

Number	Legal	Date	Sale Price	Area/SF	Price/SF	Remarks
1	Lot 6 Blk 84B Wrangell Tidelands ATS 83	9/22	\$52,000	9,456	\$5.50	Submerged Tideland inside Wrangell Harbor
2	Lot 6&7 Block 84D ATS 83	12/22	\$83,989	35,740	\$2.35	Submerged Tideland inside Wrangell Harbor
3	Lot 24 Blk 84A Wrangell Tidelands	11/23	\$67,200	13,434	\$5.00	Submerged Tideland inside Wrangell Harbor

### 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 and leases into conformity with the subject. However, in general, values are increasing in Wrangell. The CPI indicates an increase of around 2% per year prior to mid 2021. After mid 2021 the market values increased approximately ½% per month until 2024 when the market values slowed.

Terms: None of the sales and leases used in the analysis is believed to require consideration for special financing or other sale conditions

Size: Larger parcels generally tend to sell for less per unit of comparison than smaller parcels, all other factors being equal. Comparables 1 and 3 are smaller and adjusted downward.

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 the other sales contained in our separate report on the summary of Wrangell lease transactions indicates that location and access can account for up to 40% difference between superior and inferior locations. All of the comparables are felt to have superior locations and are adjusted downward.

Utilities: All of the comparables have similar utilities and not adjustment is required.

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

Sale No.	1	2	3
Price/Sq. Ft.	\$5.50	\$2.35	\$5.00
Time	+28%	+26%	+4%
Net After Time	\$7.04	\$2.96	\$5.20
Terms	0	0	0
Size	- 40%	0%	-30%
Location/Access	- 30%	- 30%	- 30%
Utilities	0	0	0
Net Adjustment	- 70%	-30%	-60%
Indicated Value/Sq. Ft.	\$1.65	\$2.07	\$2.08

### Conclusion

After adjustments for property differences the available tideland transactions indicate a range of value for the subject site is between \$1.65 to \$2.08 per square foot.

After analysis of the property differences, including the subject's size and location, the market value of the subject's 34,956 square feet is concluded to be \$1.90 per square foot or \$66,416 rounded to \$66,400.

WRANGELL TIDELANDS LEASELease No. 7

LOCATION: Between Shakes Street and the inner Wrangell Harbor

LEGAL DESCRIPTION: Lot B, Travel Lift Replat

LESSOR: City and Borough of Wrangell      INSTRUMENT: Lease

LESSEE: David Miller

FEE VALUE: \$53,400      DATE OF LEASE: 2009, 6/24

TERMS: 6% of fee value per year      ZONING: WFD

AREA: 13,341 sq. ft.      USE AT LEASE: Vacant

ANTICIPATED USE: Harbor Use

ACCESS: Across adjoining lots      ASSESSMENTS: None noted

UTILITIES: None      EASEMENTS/RESTRICTIONS: Typical

CONFIRMED WITH: City and Borough of Wrangell      BY/DATE: MCR-6/24

PROPERTY DESCRIPTION: Submerged tidelands inside the inner harbor.

ANALYSIS:       $\$53,400 / 13,341 \text{ sq. ft.} = \$4.00 / \text{sq. ft.}$

$\$53,400 \times .06 = \$3,204 / \text{year}$



LAND VALUE: There have been limited sales of similar submerged tideland lots. The provided sales price is the capitalized value of similar leases considered to be representative of the market for undeveloped tidelands.

Number	Legal	Date	Sale Price	Area/SF	Price/SF	Remarks
1	Lot 6 Blk 84B ATS 83	9/22	\$52,000	9,456	\$5.50	Submerged Tidelands inside Wrangell Harbor
2	Lots 6&7 Block 84D ATS 83	12/22	\$83,989	35,740	\$2.35	Submerged Tidelands inside Wrangell Harbor
3	Lot 24 BLk 84A Wrangell Tidelands	11/23	\$67,200	13,434	\$5.00	Submerged Tidelands inside Wrangell Harbor

### 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 and leases into conformity with the subject. However, in general, values are increasing in Wrangell. The CPI indicates an increase of around 2% per year prior to mid 2021. After mid 2021 the market values increased approximately ½% per month until 2024 when the market values slowed.

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

Size: Larger parcels generally tend to sell for less per unit of comparison than smaller parcels, all other factors being equal. Comparable 1 is adjusted downward for size. Comparable 2 is larger and adjusted upward.

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 the other sales contained in our separate report on the summary of Wrangell lease transactions indicates that location and access can account for up to 40% difference between superior and inferior locations. All of the comparables are considered to have a superior location and is adjusted downward.

Utilities: All of the comparables have similar utilities and no adjustment is required.

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

Sale No.	1	2	3
Price/Sq. Ft.	\$5.50	\$2.35	\$5.00
Time	+28%	+26%	+4%
Net After Time	\$7.04	\$2.96	\$5.40
Terms	0	0	0
Size	-10%	+30%	0
Location/Access	-10%	-10%	-10%
Utilities	0	0	0
Net Adjustment	-20%	+20%	-10%
Indicated Value/Sq. Ft.	\$5.63	\$3.55	\$4.68

### Conclusion

After adjustments for property differences the available tideland transactions indicate a range of value for the subject site of \$3.55 to \$5.63 per square foot.

After analysis of the property differences, including the subject's size and location, the market value of the subject's 13,341square feet is concluded to be \$4.00 per square foot or \$53,364 rounded to \$53,400.

WRANGELL TIDELANDS LEASELease No. 33

LOCATION: Located on the east side of Shakes Avenue in Wrangell Harbor

LEGAL DESCRIPTION: Lot C, Travel Lift Replat, Wrangell Alaska

LESSOR: City and Borough of Wrangell INSTRUMENT: Lease

LESSEE: Randy Churchill

FEE VALUE: \$26,500

DATE OF LEASE: 2009

TERMS: Unknown

ZONING: WFD

AREA: 5,293 sq. ft.

USE AT LEASE: Vacant

ANTICIPATED USE: Unknown

ACCESS: Through Lot FR16

ASSESSMENTS: None noted

UTILITIES: All available

EASEMENTS/RESTRICTIONS: None noted

CONFIRMED WITH: City and Borough of Wrangell BY/DATE: MCR-6/24

PROPERTY DESCRIPTION: Submerged tidelands located east of Shakes Avenue in Wrangell Harbor.

ANALYSIS:  $\$26,500 / 5,293 \text{ sq. ft.} = \$5.01 / \text{sq. ft.}$

$\$26,500 \times .06 = \$1,590/\text{year}$



LAND VALUE: There have been limited sales of similar submerged tideland lots. The provided sales price is the capitalized value of similar leases considered to be representative of the market for undeveloped tidelands.

Number	Legal	Date	Sale Price	Area/SF	Price/SF	Remarks
1	Lot 6 Blk 84B ATS 83	9/22	\$52,000	9,456	\$5.50	Submerged Tidelands inside Wrangell Harbor
2	Lots 6&7 Block 84D ATS 83	12/22	\$83,989	35,740	\$2.35	Submerged Tidelands inside Wrangell Harbor
3	Lot 24 Blk 84A Wrangell Tidelands	11/23	\$67,200	13,434	\$5.00	Submerged Tidelands inside Wrangell Harbor

### 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 and leases into conformity with the subject. However, in general, values are increasing in Wrangell. The CPI indicates an increase of around 2% per year prior to mid 2021. After mid 2021 the market values increased approximately ½% per month until 2024 when the market values slowed.

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

Size: Larger parcels generally tend to sell for less per unit of comparison than smaller parcels, all other factors being equal. Comparables 2 and 3 are larger and adjusted upward.

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 the other sales contained in our separate report on the summary of Wrangell lease transactions indicates that location and access can account for up to 40% difference between superior and inferior locations. All of the comparable are considered to have a superior location and is adjusted downward.

Utilities: All of the comparables have similar utilities and no adjustment is required.

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

Sale No.	1	2	3
Price/Sq. Ft.	\$5.50	\$2.35	\$5.00
Time	+28%	+26%	+4%
Net After Time	\$7.04	\$2.96	\$5.20
Terms	0	0	0
Size	0%	+30%	+10%
Location/Access	-10%	-10%	-10%
Utilities	0	0	0
Net Adjustment	-10%	+20%	0%
Indicated Value/Sq. Ft.	\$6.34	\$3.55	\$5.20

### Conclusion

After adjustments for property differences the available transactions indicate a range of value for the subject site from \$3.55 to \$6.34 per square foot.

After analysis of the property differences, including the subject's size and location, the market value of the subject's 5,293 square feet is concluded to be \$5.00 per square foot or \$26,465 rounded to \$26,500.