

Tuesday, April 09, 2024 6:00 PM

Location: Borough Assembly Chambers

#### 1. CALL TO ORDER

- a. PLEDGE OF ALLEGIANCE led by Assembly Member Ottesen
- b. ROLL CALL
- 2. CEREMONIAL MATTERS None.
  - a. SEAPA Presentation Steve Prysunka
- 3. PERSONS TO BE HEARD
  - <u>a.</u> CORRESPONDENCE Don Pickett (Re: Harbor Insurance)
- 4. AMENDMENTS TO THE AGENDA
- 5. CONFLICT OF INTEREST
- 6. CONSENT AGENDA

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

- <u>a.</u> Minutes from the March 26, 2024 Regular Assembly Meeting
- b. Acceptance of FY 2023 Audit
- Renewal of Wrangell IGA Liquor Store Application (License #108)
- 7. BOROUGH MANAGER'S REPORT
  - a. Library Report
  - b. Nolan Center Report
- 8. BOROUGH CLERK'S REPORT
  - <u>a.</u> Borough Clerk's Report
- 9. MAYOR AND ASSEMBLY BUSINESS
- 10. MAYOR AND ASSEMBLY APPOINTMENTS
  - a. Appointment to fill open seats on various City Boards

## 11. PUBLIC HEARING

- **RESOLUTION No. 04-24-1850** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, APPROVING THE CONVEYANCE OF THE OLD WRANGELL MEDICAL CENTER AND REAL PROPERTY AS DESCRIBED AS LOT A, BLOCK 54 OF THE W.M.C. REPLAT, PARCEL 02-031-351, ZONED OPEN SPACE, TO WAYNE JOHNSON, DBA WRANGELL HERITAGE HOUSE DEVELOPMENT, LLC, AND TO APPLY WMC 16.12.012 DISPOSITION OF REAL PROPERTY FOR ECONOMIC DEVELOPMENT PURPOSES FOR A FIXED AMOUNT OF \$200,000 FOR THE PURPOSE OF DEMOLISHING THE OLD WRANGELL MEDICAL CENTER
- b. **RESOLUTION No. 04-24-1851** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, APPROVING A LONG-TERM TIDELANDS LEASE TO CHANNEL CONSTRUCTION, INC.,

- IDENTIFIED AS LOTS 7 AND USS3000, OF THE USS 3534 SUBDIVISION, ZONED WATERFRONT DEVELOPMENT ACCORDING TO PLAT 29-20, FOR THE PURPOSE OF CONSTRUCTING TWO SHOPS FOR EQUIPMENT AND OTHER CONSTRUCTION ACTIVITIES
- C. RESOLUTION No. 04-24-1852 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, APPROVING A SHORT-TERM TIDELANDS LEASE TO CHANNEL CONSTRUCTION, IDENTIFIED AS A PORTION OF LOT PSS, OF THE USS3534 SUBDIVISION, ZONED WATERFRONT DEVELOPMENT ACCORDING TO PLAT 29-20, FOR THE PURPOSE OF USING THE EXISTING SHOP FOR PARTS STORAGE AND WORKING ON REPAIRS TO CONSTRUCTION EQUIPMENT

#### 12. UNFINISHED BUSINESS

**a. RESOLUTION No. 04-24-1853** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, APPROVING THE CONVEYANCE OF THE SALE 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 WAYNE JOHNSON

#### 13. NEW BUSINESS

- **a. ORDINANCE No. 1054** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, ADDING SECTION 1.20.045 TITLED "DISPOSITION", ADDING SECTION 1.20.046 TITLED PAYMENT OF FINE WITHOUT COURT APPEARANCE AND AMENDING SECTION 1.20.050, MINOR OFFENSE FINE SCHEDULE, IN THE WRANGELL MUNICIPAL CODE
- D. ORDINANCE No. 1055 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING SEVERAL SECTIONS IN CHAPTER 15.12 ELECTRICITY, IN THE WRANGELL MUNICIPAL CODE
- **C. RESOLUTION No. 04-24-1854** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, COMMITTING \$243,750 FROM PORT & HARBOR FUND UNRESTRICTED FUND BALANCE TO THE SHOEMAKER BOAT LAUNCH RAMP REPLACEMENT PROJECT FOR THE PURPOSE OF SERVING AS A 25% MATCH TO THE ALASKA DEPARTMENT OF FISH AND GAME RECREATIONAL BOATING ACCESS PROGRAM FUNDED THROUGH THE DINGELL-JOHNSON ACT
- d. **RESOLUTION No. 04-24-1857** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, PROVIDING FOR THE NEW PERMANENT JOB DESCRIPTION OF THE SENIOR PROJECT MANAGER
- e. Approval of the Collective Bargaining Agreement with the International Brotherhood of Electrical Workers (IBEW) 1547
- **E. RESOLUTION No. 04-24-1855** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, PROVIDING FOR SEVERAL AMENDEMENTS TO UNION JOB DESCRIPTIONS AND AMENDING THE UNION WAGE AND GRADE TABLE AND PROVIDING FOR AN EFFECTIVE DATE
- **RESOLUTION No. 04-24-1856** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, PROVIDING FOR SEVERAL AMENDEMENTS TO NON-UNION JOB DESCRIPTIONS AND AMENDING THE NON-UNION WAGE AND GRADE TABLE AND PROVIDING FOR AN EFFECTIVE DATE
- 14. ATTORNEY'S FILE Available for Assembly review in the Borough Clerk's office

#### 15. EXECUTIVE SESSION

- **a. EXECUTIVE SESSION:** Discussion on the Proposed Borough Manager's Contract
- <u>b.</u> Approval to hire Mason Villarma as the new Borough Manager and to approve the Borough Manager's Contract, as presented *(may or may not be considered)*
- c. (Possible) Executive Session: Discussion on the Proposed IBEW Collective Bargaining Agreement

From: Don Pickett

To: Wrangell Harbor

Subject: Issues that came up at your last meeting.

Date: Friday, March 22, 2024 1:56:57 PM

Good afternoon.....I understand at your last harbor

meeting there was discussion about rent increases, about boat insurance, and about the harbor buying overall insurance versus the boat owners. I want to say that if you own a car you carry insurance, if you own a house you have insurance, and if you own a boat you need to carry insurance. Liability is a must to carry. When a boat sinks

in the harbor, someone will pay thousands of dollars to remove it and correct the environmental hazards of a fuel spill. I believe you have already experienced this with a sinking on the south end of Heritage Harbour. As you know there are many boats in the harbor that cook, have operating appliances, heaters, etc etc. If they can not afford insurance they will not be able to pay for the damage they do to the docks, to their neighbor's boat, or to remove it and do the proper cleanup when it sinks.

I can remember in the past when I renewed my annual rent I was required to furnish a copy of my insurance. It should always be a policy to rent a slip the boat owner would need to furnish a copy of their insurance and your office needs to verify that the liability portion of the policy is in an amount that will satisfy most issues of damage to the docks, to the neighboring boats, and to recover the boat when it sinks. I rent 50 buildings to many different types of businesses. They not only have to furnish me with a certificate of insurance from their insurance company but I also must be named "additional insured". That is the only way you can go against their policy to reimburse you for damages they cause for any reason. I really hope my neighboring boats carry a good amount of liability insurance if their boat fire ruins my boat.

In my past years we owned a cabin in the Sierra' Mountains. A cabin 200' away from ours started on fire and before it was extinguished it burnt the cabins on both sides of it at 100% loss. A couple years later the cabin next to ours burnt down and it caused fire damage to the side of our cabin that his insurance paid for the reconstruction.

In closing I recommend you bring in an insurance broker for this discussion. Maybe the harbor needs to carry a liability policy to make up for those boat owners who do not have insurance. And maybe the rental rate for those uninsured boats will be an amount high enough to reimburse the Harbor for this cost. I would also ask Juneau, Sitka, and Petersburg harbors what their policy is. My understanding is you now have all slips fully rented and you have a waiting list... Excellent! If you lose some boats that can't afford insurance hopefully you will have others on the waitlist to fill those spots. I know you can not require transit folks to meet this issue but their rental rate can help pay for your overall harbor liability policy too.

I am open to discuss this matter if anyone wants to call me.

PS: I just remembered I furnished a copy of my insurance policy when I got pulled out to the dry dock.

THANK YOU for all your hard work!!!

Don Pickett 559/298.5852 wk 559/907.1109 cell donpickett328@gmail.com

## Minutes of Regular Assembly Meeting Held on March 26, 2024

Mayor Patricia Gilbert called the Regular Assembly meeting to order at 6:00 p.m., March 26, 2024, in the Borough Assembly Chambers. Community Member, Leighetta DeBord led the pledge of allegiance.

**PRESENT** – GILBERT, POWELL, DEBORD, MORRISON, DALRYMPLE (BY PHONE), AND ROBBINS (BY PHONE)

**ABSENT - OTTESEN** 

Interim Borough Manager Villarma and Clerk Lane were also present.

**CEREMONIAL MATTERS** - None.

#### PERSONS TO BE HEARD

Ken Hoyt spoke about an upcoming event this Friday to celebrate paddling and canoeing and invited the Assembly and community to the event.

**AMENDMENTS TO THE AGENDA - None.** 

**CONFLICT OF INTEREST** - None.

## **CONSENT AGENDA**

- 6a Minutes from the March 12, 2024, Regular Assembly Meeting
- 6b Minutes from the March 19, 2024, Special Assembly Meeting
- 6c Final plat approval of the Pavlina-Villarma Replat, a replat of a portion of Lots 12 and 13, Block 12, within the Wrangell Townsite, according to USS1119 and a portion of Lot 14, Block 12 within Wrangell Townsite according to Plat 86-5 creating Lots 12A and 13A, zoned Single Family Residential, owned, and requested by Dennis Pavlina and Carmen Villarma
- 6d CORRESPONDENCE School Board minutes from the January 15, 2024, Regular Meeting

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

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

The Infrastructure Report / Update from Capital Facilities Director Al-Haddad was given.

The Accounts Receivable Aging Report for Feb 2024 was provided.

Harbormaster Miller's Report was provided.

Interim Borough Manager Villarma provided his report.

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

Clerk Lane provided her report.

#### MAYOR AND ASSEMBLY BUSINESS

Morrison asked what the plan was for the Senior Center; stated that she had been contacted about this issue.

Villarma stated that the Senior Center does need some major maintenance; an option would be the community center; need to explore all options.

#### **MAYOR AND ASSEMBLY APPOINTMENTS** - None.

#### **PUBLIC HEARING**

**11a ORDINANCE No. 1052** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING SECTION 5.14.025, ANNUAL REVIEW AND APPROVAL OF FEE AND RATE SCHEDULE REQUIRED, IN THE WRANGELL MUNICIPAL CODE

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

Villarma stated that this Ordinance would change the date in which the Fee and Rate Schedule would come to the Assembly for annual review and approval.

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

Hearing none, Gilbert closed the Public Hearing and asked for a motion.

## M/S: Powell/Morrison to approve Ordinance No. 1052. Motion approved by polled vote.

**11b ORDINANCE No. 1053** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING SECTIONS 16.08.030 – APPLICATIONS, 16.10.030 – APPLICATIONS, AND 16.12.040 – SALE OF REAL PROPERTY OR TIDELANDS, AND ESTABLISHING A NEW PROCESS FOR THESE RATES AND FEES IN THE WRANGELL MUNICIPAL CODE BY ADDING THE FEES TO THE ESTABLISHED FEE AND RATE SCHEDULE

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

Villarma stated that this Ordinance would remove the application fees for leasing borough owned tidelands and real property and add them to the combined fee and rate schedule; would also add a provision in the code that states that there would be an application fee for purchasing borough owned tidelands or real property.

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

Hearing none, Gilbert closed the Public Hearing and asked for a motion.

## M/S: Morrison/Powell to approve Ordinance No. 1053. Motion approved by polled vote.

**11c RESOLUTION No. 03-24-1848** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, APPROVING THE AMENDED FEE AND RATE SCHEDULE FOR PERMITS AND APPLICATIONS

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

Villarma stated that this Resolution would state the application fees for leasing borough owned tidelands and real property and for purchasing borough owned tidelands and real property.

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

Hearing none, Gilbert closed the Public Hearing and asked for a motion.

M/S: Powell/DeBord to approve Resolution No. 03-24-1848. Motion approved by polled vote. UNFINISHED BUSINESS – None.

## **NEW BUSINESS**

**13a RESOLUTION No. 03-26-1849** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AUTHORIZING THE SALE OF THE GENSET ONAN OLD WRANGELL MEDICAL CENTER GENERATOR IN CONFORMANCE WITH WRANGELL MUNICIPAL CODE SECTION 5.10.061, DISPOSAL OF SURPLUS PROPERTY, AND THE SURPLUS ADMIN POLICIES & PROCEDURES

M/S: Powell/Morrison to approve Resolution No. 03-26-1849.

M/S: Powell/Morrison to amend the Resolution to have the starting bid start at \$5,000 from \$15,000. Amendment approved by polled vote.

Main motion, as amended, approved by polled vote.

ATTORNEY'S FILE - Available for Assembly review in the Borough Clerk's office

**EXECUTIVE SESSION** - None.

EXECUTIVE SESSION None.	
Meeting adjourned at 7:00 p.m.	
	Patricia Gilbert, Borough Mayor
ATTEST: Kim Lane, MMC, Borough Clerk	

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

		DATE:	April 9, 2024			
<u>AGENDA ITEM TITLE:</u>	<u>Agenda</u>	6				
		<u>Section</u>	0			
Acceptance of FY 2023 Audit						
	TYGGAY N					
SUBMITTED BY:	FISCAL NOTE:					
	Expenditure Required:					
Mason Villarma, Finance Director / Borough	FY 23: FY 24: FY25:					
Manager						
Tammy Stromberg, Controller	Amount Budgeted:					
	\$					
Reviews/Approvals/Recommendations	Account N	Number(s):				
Keviews/Approvais/Recommendations						
Commission, Board or Committee	Account N	Name(s):				
Name(s)						
Name(s)	Unencum	bered Balar	ice(s) (prior to			
Attorney	expenditu	ure):				
Insurance	\$X	XXXXXX				
ATTACHMENTS: 1. FY 2023 Audit						

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

## **RECOMMENDATION MOTION (Consent Agenda Item):**

None. Acceptance of audit only.

## **SUMMARY STATEMENT:**

The FY 2023 audit was officially filed on April 1<sup>st</sup>, 2024. This is the earliest the audit has filed since 2017. Findings were reduced from 8 findings in 2021 and 4 findings in 2022, to just 2 findings related to the absence of a qualified second reviewer (i.e., Borough Controller). These findings will be remediated in FY2024.

Please the audit report attached to this item. A presentation will be provided by BDO at a later date.

Basic Financial Statements, Required Supplementary Information, Supplementary Information and Single Audit Reports Year Ended June 30, 2023



Basic Financial Statements, Required Supplementary Information,
Supplementary Information
and Single Audit Reports
Year Ended June 30, 2023

## Item b.

# City and Borough of Wrangell, Alaska

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## Item b.

# City and Borough of Wrangell, Alaska

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Tel: 907-278-8878 Fax: 907-278-5779 www.bdo.com

## Independent Auditor's Report

Honorable Mayor and Borough Assembly City and Borough of Wrangell, Alaska

## Report on the Audit of the Financial Statements

#### **Opinions**

We have audited the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City and Borough of Wrangell, Alaska (the Borough), as of and for the year ended June 30, 2023, and the related notes to the financial statements, which collectively comprise the Borough's basic financial statements as listed in the table of contents.

In our opinion, based on our audit and the report of the other auditors, the accompanying financial statements present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the Borough, as of June 30, 2023, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

We did not audit the financial statements of Wrangell Public Schools (the "School District"), a discretely presented component unit, as of June 30, 2023. Those statements were audited by other auditors whose report has been furnished to us, and our opinion, insofar as it relates to the amounts included for the School District, is based solely on the report of the other auditors.

## **Basis for Opinions**

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Borough, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

BDO USA, P.C., a Virginia professional corporation, is the U.S. member of BDO International Limited, a UK company limited by guarantee, and forms part of the international BDO network of independent member firms.



### Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Borough's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

## Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and Government Auditing Standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and Government Auditing Standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to
  fraud or error, and design and perform audit procedures responsive to those risks. Such procedures
  include examining, on a test basis, evidence regarding the amounts and disclosures in the financial
  statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit
  procedures that are appropriate in the circumstances, but not for the purpose of expressing an
  opinion on the effectiveness of the Borough's internal control. Accordingly, no such opinion is
  expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant
  accounting estimates made by management, as well as evaluate the overall presentation of the
  financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Borough's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

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#### **Required Supplementary Information**

Accounting principles generally accepted in the United States of America require that the budgetary comparison information and the schedules of the Borough's information on the net pension and OPEB liability and asset and Borough contributions to the pension and OPEB plans, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Management has omitted the management's discussion and analysis that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statement, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statement in an appropriate operational, economic, or historical context. Our opinion on the basic financial statements is not affected by this missing information.

## Supplementary Information

Our audit for the year ended June 30, 2023 was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Borough's basic financial statements. The accompanying combining and individual fund financial statements and schedules, and Schedule of Expenditures of Federal Awards, as required by Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards for the year ended June 30, 2023, are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements for the year ended June 30, 2023 and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual fund financial statements and schedules, and the Schedule of Expenditures of Federal Awards are fairly stated, in all material respects, in relation to the basic financial statements as a whole for the year ended June 30, 2023.

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We also previously audited, in accordance with auditing standards generally accepted in the United States of America, the basic financial statements of the Borough as of and for the year ended June 30, 2022 (not presented herein), and have issued our report thereon dated July 18, 2023, which contained unmodified opinions on the respective financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information. The individual fund financial statements and schedules for the year ended June 30, 2022 are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the 2022 financial statements. The information was subjected to the auditing procedures applied in the audit of the 2022 basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare those financial statements or to those financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the individual fund financial statements and schedules are fairly stated in all material respects in relation to the basic financial statements as a whole for the year ended June 30, 2022.

## Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated April 1, 2024 on our consideration of the Borough's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Borough's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Borough's internal control over financial reporting and compliance.

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BDO USA, P.C.

Anchorage, Alaska April 1, 2024

# **Basic Financial Statements**

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## **Statement of Net Position**

	Р	rimary Governme	nt	Component Unit		
	Govern-	Business-		Wrangell		
	mental	type		Public		
June 30, 2023	Activities	Activities	Total	Schools		
Assets and Deferred Outflows of						
Resources						
Assets						
Cash and investments	\$ 25,494,726	\$ 9,696,950	\$ 35,191,676	\$ 2,415,646		
Receivables, net of allowance						
for doubtful accounts:						
Property and sales taxes	917,215	-	917,215	-		
Accounts	232,236	773,934	1,006,170	323,113		
Grants and shared revenues	1,470,109	124,364	1,594,473	-		
Leases	1,195,643	-	1,195,643	-		
Accrued interest	143,955	43	143,998	-		
Internal balances	346,500	(346,500)	-	-		
Prepaid items	483	-	483	172,517		
Inventories	62,068	243,837	305,905	25,518		
Restricted cash and investments	3,529,850	1,308,408	4,838,258	-		
Net other postemployment						
benefits asset	1,746,434	813,402	2,559,836	1,373,054		
Capital assets:						
Land, land improvements and						
construction in progress	5,155,936	3,729,312	8,885,248	-		
Other capital assets,						
net of depreciation	27,443,380	39,680,430	67,123,810	85,145		
Total Assets	67,738,535	56,024,180	123,762,715	4,394,993		
Deferred Outflows of Resources						
Related to pensions	605,834	282,166	888,000	579,070		
Related to other	003,034	202,100	000,000	377,070		
postemployment benefits	184,463	85,914	270,377	_		
postemployment benefits	104,403	05,714	270,377			
<b>Total Deferred Outflows</b>						
of Resources	790,297	368,080	1,158,377	579,070		
Total Assets and Deferred						
Outflows of Resources	\$ 68,528,832	\$ 56,392,260	\$ 124,921,092	\$ 4,974,063		

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## City and Borough of Wrangell, Alaska Statement of Net Position, continued

	ı	Primary Governme	ent	Cor	nponent Unit
	Govern-	Business-			Wrangell
	mental	type			Public
June 30, 2023	Activities	Activities	Total		Schools
Liabilities, Deferred Inflows of Resources, and Net Position					
Liabilities					
Accounts payable	\$ 419,677	\$ 317,372	\$ 737,049	\$	168,529
Accrued payroll and related liabilities	-	-	-		149,232
Customer utility deposits	-	122,909	122,909		-
Accrued interest payable	12,917	1,167	14,084		_
Unearned revenue	240,403	1,447,568	1,687,971		35,625
Noncurrent liabilities:	·	, ,			·
Due within one year:					
Accrued leave	309,272	135,983	445,255		-
Bonds	95,000	-	95,000		_
Loans	-	14,366	14,366		_
Due in more than one year:		,	,555		
Bonds, including unamortized premium	3,434,850	-	3,434,850		_
USDA Rural Development loan	-	78,653	78,653		_
ADEC loans	_	248,774	248,774		_
Net pension liability	4,305,641	2,005,349	6,310,990		2,648,596
Total Liabilities	8,817,760	4,372,141	13,189,901		3,001,982
Deferred Inflows of Resources					
Related to leases	1,143,663	_	1,143,663		_
Related to other	.,,		1,112,222		
postemployment benefits	168,633	78,540	247,173		162,418
Total Deferred Inflows of Resources	1,312,296	78,540	1,390,836		162,418
Tatal Linkilities and Defermed					
Total Liabilities and Deferred Inflows of Resources	10 120 054	4 450 691	14,580,737		3,164,400
illitows of Resources	10,130,056	4,450,681	14,360,737		3,104,400
Net Position					
Net investment in capital assets	32,599,316	43,067,949	75,667,265		85,145
Restricted	12,148,218	-	12,148,218		-
Unrestricted	13,651,242	8,873,630	22,524,872		1,724,518
Total Net Position	58,398,776	51,941,579	110,340,355		1,809,663
Total Liabilities, Deferred Inflows					
of Resources, and Net Position	\$ 68,528,832	\$ 56,392,260	\$ 124,921,092	\$	4,974,063
	7 55,525,632	+ 55,572,200	÷ :=:,/=1,0/2	7	., 1,003

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## **Statement of Activities**

						Net (Expense	e) Revenue and	
		F	Program Revenue	es		Changes in	Net Position	
		Fees,						
		Fines &		Capital	P	rimary Governme	nt	Component Unit
		Charges		Grants &	Govern-	Business-		Wrangell
		for		Contri-	mental	type		Public
Year Ended June 30, 2023	Expenses	Services	butions	butions	Activities	Activities	Total	Schools
Functions								
Primary Government								
Governmental activities:								
General government	\$ 1,460,423	\$ 79,368	\$ 310,161	\$ -	\$ (1,070,894)	\$ -	\$ (1,070,894)	
Public safety	1,917,506	126,762	641,865	-	(1,148,879)	-	(1,148,879)	
Public works	2,000,133	323,266	(23,667)	-	(1,700,534)	-	(1,700,534)	
Parks and recreation	612,029	80,820	(1,236)	657,306	124,861	-	124,861	
Community services	1,777,629	288,376	317,562	134,865	(1,036,826)	-	(1,036,826)	
Education	1,927,217	-	1,093,907	-	(833,310)	-	(833,310)	
Interest	58,556	-	-	-	(58,556)	-	(58,556)	
Total governmental								
activities	9,753,493	898,592	2,338,592	792,171	(5,724,138)	-	(5,724,138)	
Business-type activities:								
Electric utility	4,252,840	4,598,932	84,843	_	_	430,935	430,935	
Water utility	938,438	902,631	504,867	157,057	_	626,117	626,117	
Sanitation utility	813,106	897,288	300,203	-	-	384,385	384,385	
Port	3,274,824	1,744,643	201,304	-	_	(1,328,877)	(1,328,877)	
Sewer utility	580,293	695,592	3,707	253,126	-	372,132	372,132	
Total business-type								
activities	9,859,501	8,839,086	1,094,924	410,183	-	484,692	484,692	
Total Primary								
Government	\$ 19,612,994	\$ 9,737,678	\$ 3,433,516	\$1,202,354	(5,724,138)	484,692	(5,239,446)	

## City and Borough of Wrangell, Alaska Statement of Activities, continued

		Program Revenues							Net (Expense				
	_	Fees,					Changes in Net Position						
		Fines &	Operating		Capital		D	rima	ry Governme	nt		Col	mponent Unit
		Charges	Grants &		Grants &		Govern-	ΠΠα	Business-	.110		COI	Wrangell
		for	Contri-		Contri-		mental		type				Public
Year Ended June 30, 2023	Expenses	Services	butions		butions		Activities		Activities		Total		Schools
Component Unit													
Wrangell Public Schools	\$ 4,431,561	\$ 3,553	\$ 865,405	\$	34,317							\$	(3,528,286)
	General Revenue	es											
	Taxes:												
	Property taxes					\$	1,692,193	\$	-	\$	1,692,193		-
	Sales taxes						4,051,189		-		4,051,189		-
	Payments in lie	eu of taxes					493,042		-		493,042		-
	Other taxes						101,757		-		101,757		-
	Contributions fro	om primary go	vernment				-		-		-		1,617,629
	Grants and entit	lements not											
	restricted to a	specific purpo	se				434,471		-		434,471		3,303,572
	E-rate						-		-		-		153,624
	Investment inco	me					1,326,268		610		1,326,878		19,803
	Other						170,389		-		170,389		41,689
	Transfers						673,000		(673,000)		-		-
	Total General Re	venues and Ti	ransfers				8,942,309		(672,390)		8,269,919		5,136,317
	Change in Net Po	osition					3,218,171		(187,698)		3,030,473		1,608,031
	Net Position, beg	ginning					55,180,605	!	52,129,277		107,309,882		201,632
	<b>Net Position</b> , end	ling				\$	58,398,776	\$ !	51,941,579	\$	110,340,355	\$	1,809,663

## Governmental Funds Balance Sheet

			Major	Funds			
				Secure		•	
			Permanent	Rural	Parks and		Tota
			Fund	Schools	Recreation		Govern
			Special	Special	Special	Nonmajor	menta
June 30, 2023		General	Revenue	Revenue	Revenue	Funds	Fund
Accord							
Assets Cash and investments	\$ 7	7,856,611	\$ 9,461,814	\$ 1,608,324	\$ 966,332	¢ 5 401 445	\$ 25,494,726
Restricted cash and investments		3,529,850	3 9,401,014	\$ 1,000,324	\$ 900,332	\$ 5,601,645	. , ,
		3,329,630	-	-	-	-	3,529,850
Receivables, net of allowance for doubtful accounts:							
Property and sales taxes		743,719				173,496	917,215
Accounts		99,328	14,484	_		118,424	232,236
Grants		670,143	14,404	277,717	522,249	110,424	1,470,109
Leases	,	1,036,310	159,333	2//,/1/	322,249	<u>-</u>	1,195,643
Accrued interest		143,861	94	_	-	<u>-</u>	
Interfund loan receivable		346,500	94	-	-	-	143,955
Prepaid items		483	-	-	-	-	346,500 483
Inventory		403	_	_	-	62,068	62,068
inventory			<u> </u>	<del>-</del>		02,000	02,000
Total Assets	\$ 14	4,426,805	\$ 9,635,725	\$ 1,886,041	\$ 1,488,581	\$ 5,955,633	\$ 33,392,785
Liabilities							
Liabilities Accounts payable Unearned revenue	\$	275,641 81.513	\$ - -	\$ 38,609			
Accounts payable Unearned revenue	\$	81,513	\$ - -	· · · · -	148,540	10,350	240,403
Accounts payable Unearned revenue  Total Liabilities	\$		\$ - -	\$ 38,609			240,403
Accounts payable Unearned revenue  Total Liabilities  Deferred Inflows of Resources	\$	81,513 357,154	\$	· · · · -	148,540	10,350	240,403 660,080
Accounts payable Unearned revenue  Total Liabilities  Deferred Inflows of Resources Delinquent property taxes	\$	81,513	\$ - -	· · · · -	148,540	10,350 61,393	240,403 660,080 48,083
Accounts payable Unearned revenue  Total Liabilities  Deferred Inflows of Resources Delinquent property taxes Related to land sales		81,513 357,154 48,083		· · · · -	148,540	10,350	240,403 660,080 48,083 6,258
Accounts payable Unearned revenue  Total Liabilities  Deferred Inflows of Resources Delinquent property taxes		81,513 357,154	\$ 143,043	· · · · -	148,540	10,350 61,393	240,403 660,080 48,083 6,258
Accounts payable Unearned revenue  Total Liabilities  Deferred Inflows of Resources Delinquent property taxes Related to land sales Related to leases		81,513 357,154 48,083		· · · · -	148,540	10,350 61,393	240,403 660,080 48,083 6,258 1,143,663
Accounts payable Unearned revenue  Total Liabilities  Deferred Inflows of Resources Delinquent property taxes Related to land sales		81,513 357,154 48,083 - 1,000,620	143,043	· · · · -	148,540	10,350 61,393 - 6,258	240,403 660,080 48,083 6,258 1,143,663
Accounts payable Unearned revenue  Total Liabilities  Deferred Inflows of Resources Delinquent property taxes Related to land sales Related to leases  Total Deferred Inflows of Resources	,	81,513 357,154 48,083 - 1,000,620	143,043	· · · · -	148,540	10,350 61,393 - 6,258	240,403 660,080 48,083 6,258 1,143,663 1,198,004
Accounts payable Unearned revenue  Total Liabilities  Deferred Inflows of Resources Delinquent property taxes Related to land sales Related to leases  Total Deferred Inflows of Resources  Total Liabilities and Deferred Inflows of Resources  Fund Balances	,	81,513 357,154 48,083 - 1,000,620 1,048,703	143,043 143,043	38,609	148,540 202,924 - - -	10,350 61,393 - 6,258 - 6,258	240,403 660,080 48,083 6,258 1,143,663 1,198,004
Accounts payable Unearned revenue  Total Liabilities  Deferred Inflows of Resources Delinquent property taxes Related to land sales Related to leases  Total Deferred Inflows of Resources  Total Liabilities and Deferred Inflows of Resources  Fund Balances Nonspendable	,	81,513 357,154 48,083 -1,000,620 1,048,703 1,405,857 346,983	143,043 143,043	38,609	148,540 202,924 - - -	10,350 61,393 - 6,258 - 6,258 67,651 62,068	240,403 660,080 48,083 6,258 1,143,663 1,198,004 1,858,084 409,051
Accounts payable Unearned revenue  Total Liabilities  Deferred Inflows of Resources Delinquent property taxes Related to land sales Related to leases  Total Deferred Inflows of Resources  Total Liabilities and Deferred Inflows of Resources  Fund Balances Nonspendable Restricted	,	81,513 357,154 48,083 - 1,000,620 1,048,703 1,405,857	143,043 143,043	38,609	148,540 202,924 - - - 202,924	61,393 - 6,258 - 6,258 67,651 62,068 808,104	240,403 660,080 48,083 6,258 1,143,663 1,198,004 1,858,084 409,051 15,678,068
Accounts payable Unearned revenue  Total Liabilities  Deferred Inflows of Resources Delinquent property taxes Related to land sales Related to leases  Total Deferred Inflows of Resources  Total Liabilities and Deferred Inflows of Resources  Fund Balances Nonspendable Restricted Committed	,	81,513 357,154 48,083 -1,000,620 1,048,703 1,405,857 346,983	143,043 143,043	38,609	148,540 202,924 - - -	61,393 - 6,258 - 6,258 67,651 62,068 808,104 2,217,665	240,403 660,080 48,083 6,258 1,143,663 1,198,004 1,858,084 409,051 15,678,068 3,503,322
Accounts payable Unearned revenue  Total Liabilities  Deferred Inflows of Resources Delinquent property taxes Related to land sales Related to leases  Total Deferred Inflows of Resources  Total Liabilities and Deferred Inflows of Resources  Fund Balances Nonspendable Restricted Committed Assigned		81,513 357,154 48,083 -1,000,620 1,048,703 1,405,857 346,983 3,529,850 -	143,043 143,043	38,609	148,540 202,924 - - - 202,924	61,393 - 6,258 - 6,258 67,651 62,068 808,104	240,403 660,080 48,083 6,258 1,143,663 1,198,004 1,858,084 409,051 15,678,068 3,503,322 2,800,145
Accounts payable Unearned revenue  Total Liabilities  Deferred Inflows of Resources Delinquent property taxes Related to land sales Related to leases  Total Deferred Inflows of Resources  Total Liabilities and Deferred Inflows of Resources  Fund Balances Nonspendable Restricted Committed		81,513 357,154 48,083 -1,000,620 1,048,703 1,405,857 346,983	143,043 143,043	38,609	148,540 202,924 - - - 202,924	61,393 - 6,258 - 6,258 67,651 62,068 808,104 2,217,665	240,403 660,080 48,083 6,258 1,143,663 1,198,004 1,858,084 409,051 15,678,068 3,503,322 2,800,145
Accounts payable Unearned revenue  Total Liabilities  Deferred Inflows of Resources Delinquent property taxes Related to land sales Related to leases  Total Deferred Inflows of Resources  Total Liabilities and Deferred Inflows of Resources  Fund Balances Nonspendable Restricted Committed Assigned Unassigned		81,513 357,154 48,083 -1,000,620 1,048,703 1,405,857 346,983 3,529,850 -	143,043 143,043	38,609	148,540 202,924 - - - 202,924	61,393 - 6,258 - 6,258 67,651 62,068 808,104 2,217,665	\$ 419,677 240,403 660,080 48,083 6,258 1,143,663 1,198,004 1,858,084 409,051 15,678,068 3,503,322 2,800,145 9,144,115 31,534,701
Accounts payable Unearned revenue  Total Liabilities  Deferred Inflows of Resources Delinquent property taxes Related to land sales Related to leases  Total Deferred Inflows of Resources  Total Liabilities and Deferred Inflows of Resources  Fund Balances Nonspendable Restricted Committed Assigned		81,513 357,154 48,083 -1,000,620 1,048,703 1,405,857 346,983 3,529,850 - - - - - - - - - - - - -	143,043 143,043 143,043 - 9,492,682	38,609 - - - - 38,609 - 1,847,432 - -	148,540 202,924 - - - 202,924 - - 1,285,657 -	61,393 61,393 - 6,258 - 6,258 67,651 62,068 808,104 2,217,665 2,800,145	240,403 660,080 48,083 6,258 1,143,663 1,198,004 1,858,084 409,051 15,678,068 3,503,322 2,800,145 9,144,115



## Reconciliation of Governmental Funds Balance Sheet to Statement of Net Position June 30, 2023

Tatal Guidhalan an Guinnean antal Guida		ć 34	F2.4.704
Total fund balances for governmental funds		\$ 31,	534,701
Total net position reported for governmental activities in the			
Statement of Net Position is different because:			
Capital assets used in governmental activities are not financial			
resources and therefore are not reported in the funds. These			
assets, net of accumulated depreciation consist of:			
Land and land improvements	\$ 3,650,856		
Construction in progress	1,505,080		
Infrastructure	23,541,405		
Buildings	48,623,687		
Improvements other than buildings	6,834,181		
Machinery and equipment	5,526,868		
Accumulated depreciation	(57,082,761)		
Total capital assets		32,	599,316
Other postemployment benefits (OPEB) plans have been funded in excess of			
the required contributions. These assets are not financial resources and therefore			
are not reported in the funds.			
Net OPEB asset		1	746,434
nee of 25 disec		1,	, 10, 15 1
Other long-term assets are not available to pay for current			
period expenditures and therefore are deferred in the funds.			
These assets consist of delinquent property taxes receivable			
and deferred land sales.			54,341
Long-term liabilities, including accrued leave and net pension liability			
are not due and payable in the current period and therefore are			
not reported as fund liabilities. These liabilities consist of:			
Accrued leave	(309,272)		
Bonds, including unamortized premium	(3,529,850)		
Net pension liability	(4,305,641)		
Accrued interest payable	(12,917)		
Total long-term liabilities	(12,717)	(8	157,680)
rotal long term labilities		(0,	137,000)
Deferred outflows and deferred inflows of resources related to pensions and other			
postemployment benefits are applicable to future periods, and therefore are not			
reported in the funds.			
Deferred outflows of resources related to pensions	605,834		
Deferred outflows of resources related to OPEB	184,463		
Deferred inflows of resources related to OPEB	(168,633)		
Total deferred pension and OPEB items		(	621,664
Total Net Position of Governmental Activities		\$ 58,	398,776



# Governmental Funds Statement of Revenues, Expenditures and Changes in Fund Balances

		Major	Funds			
			Secure			
		Permanent	Rural	Parks and		Total
		Fund	Schools	Recreation		Govern-
		Special	Special	Special	Nonmajor	mental
Year Ended June 30, 2023	General	Revenue	Revenue	Revenue	Funds	Funds
Revenues						
Taxes	\$ 5,512,363	\$ -	\$ -	\$ -	\$ 904,291	\$ 6,416,654
Intergovernmental	1,432,488	-	1,091,177	662,551	273,910	3,460,126
Charges for services	167,835	-	-	65,076	132,914	365,825
Sales and leases	104,309	28,246	-	-	-	132,555
Investment income	678,730	568,305	-	76,098	3,135	1,326,268
Land sales and improvements	-	170,389	-	-	315,078	485,467
Fines and forfeitures	14,668	-	-	-	-	14,668
Other	19,522	-	-	15,744	296,490	331,756
Total Revenues	7,929,915	766,940	1,091,177	819,469	1,925,818	12,533,319
Expenditures						
Current:						
General government	1,783,835	-	-	-	254,680	2,038,515
Public safety	2,232,682	-	-	-	-	2,232,682
Public works	1,512,712	-	-	-	-	1,512,712
Parks and recreation	-	-	-	659,642	-	659,642
Community services	783,835	-	-	-	747,479	1,531,314
Education	-	-	876,259	-	741,489	1,617,748
Debt service:			,		,	,- , -
Interest	-	-	-	-	45,639	45,639
Capital outlay	-	-	593,113	745,654	76,267	1,415,034
Total Expenditures	6,313,064		1,469,372	1,405,296	1,865,554	11,053,286
	2,2 12,22 1		.,,	1,100,000	.,,	,,
Excess of Revenues Over (Under) Expenditures	1 414 051	766 040	(279 105)	(505 027)	60.264	1 490 022
Expenditures	1,616,851	766,940	(378,195)	(585,827)	60,264	1,480,033
Other Financing Sources (Uses)						
Transfers in	-	-	-	443,885	2,495,643	2,939,528
Transfers out	(2,231,175)	-	(35,353)	-	-	(2,266,528)
Proceeds from bonds issued	3,100,000	-	-	-	-	3,100,000
Premium on bonds issued	429,850	-	-	-	-	429,850
Net Other Financing Sources (Uses)	1,298,675	-	(35,353)	443,885	2,495,643	4,202,850
Net Change in Fund Balances	2,915,526	766,940	(413,548)	(141,942)	2,555,907	5,682,883
Fund Balances, beginning	10,105,422	8,725,742	2,260,980	1,427,599	3,332,075	25,851,818
Fund Balances, ending	\$ 13,020,948	\$ 9,492,682	\$ 1,847,432	\$ 1,285,657	\$ 5,887,982	\$31,534,701

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## Reconciliation of Change in Fund Balances of Governmental Funds to Statement of Activities Year Ended June 30, 2023

Net change in fund balances - total governmental funds			\$ 5,682,883
The change in net position reported for governmental activities in the Statement of Activities is different because:			
Governmental funds report capital outlays as expenditures. However on the Statement of Activities, depreciation expense is recognized to allocate the cost of these items over their estimated useful lives. This is the amount by which depreciation (\$1,673,117) exceeded capital outlays (\$1,642,500).			(30,617)
Revenues in the Statement of Activities that do not provide current financial resources are not reported as revenues in the funds.			(30,017)
Increase in other long-term receivables			(75,343)
The issuance of bonds provides current financial resources in governmental funds. Also, governmental funds report the effect of bond premiums when the debt is first issued, whereas this amount is deferred and amortized in the Statement of Activities. This is the change in bond-related transactions:  Proceeds from issuance of bonds  Proceeds from bond premium  Accrued interest expense		3,100,000) (429,850) (12,917)	(3,542,767)
Some expenses reported in the Statement of Activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.	of		(3,342,767)
Increase in accrued leave  Decrease in net pension liability and related accounts Increase in net OPEB asset and related accounts	\$	(41,194) 776,457 448,752	
			1,184,015
Change in Net Position of Governmental Activities			\$ 3,218,171

See accompanying notes to basic financial statements.

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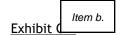


# Enterprise Funds Statement of Net Position

		Major	Fur	nds		Noi	nmajor Fund	Tota
	Electric	Water		Sanitation			Sewer	Enterprise
June 30, 2023	Utility	Utility		Utility	Port		Utility	Funds
Assets and Deferred Outflows of Resources								
Current Assets								
Cash and investments	\$ 3,193,193	\$ 972,212	\$	744,693	\$ 3,507,023	\$	1,279,829	\$ 9,696,950
Receivables, net of allowance for doubtful accounts:								
Accounts	516,606	46,378		37,400	136,580		36,970	773,934
Grants	-	124,364		-	-		-	124,364
Accrued interest	-	5		-	32		6	43
Inventories	243,837	-		-	-		-	243,837
Total Current Assets	3,953,636	1,142,959		782,093	3,643,635		1,316,805	10,839,128
Noncurrent Assets								
Restricted cash and investments	-	616,500		-	691,908		-	1,308,408
Net other postemployment benefits asset	298,594	103,732		95,425	230,922		84,729	813,402
Capital assets, net	1,579,326	5,362,657		815,741	33,296,486		2,355,532	43,409,742
Total Noncurrent Assets	1,877,920	6,082,889		911,166	34,219,316		2,440,261	45,531,552
Total Assets	5,831,556	7,225,848		1,693,259	37,862,951		3,757,066	56,370,680
Deferred Outflows of Resources								
Related to pensions	103,581	35,984		33,103	80,106		29,392	282,166
Related to other postemployment benefits	31,538	10,957		10,079	24,391		8,949	85,914
Total Deferred Outflows of Resources	135,119	46,941		43,182	104,497		38,341	368,080
Total Assets and Deferred Outflows of Resources	\$ 5,966,675	\$ 7,272,789	\$	1,736,441	\$ 37,967,448	\$	3,795,407	\$ 56,738,760

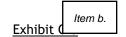
# Enterprise Funds Statement of Net Position, continued

		Maia	Nonmajor Fund	Total		
	Electric	Major Water	r Funds Sanitatio	n	Sewer	
June 30, 2023	Utility	Utility				•
Liabilities, Deferred Inflows of Resources, and Net Position	<u> </u>	<u> </u>		,	<u> </u>	
Current Liabilities						
Accounts payable	\$ 15,682	\$ 185,543	\$ 21,447	\$ 57,236	\$ 37,464	\$ 317,372
Customer utility deposits	109,005	13,904	-	-	-	122,909
Accrued interest payable	-	1,138	-	-	29	1,167
Unearned revenue	39,689	626,279	9,795	763,986	7,819	1,447,568
Accrued leave	32,755	28,367	19,780	39,234	15,847	135,983
Current portion of interfund loan	-	38,500	-	-	-	38,500
Current portion of loans	-	12,618	-	-	1,748	14,366
Total Current Liabilities	197,131	906,349	51,022	860,456	62,907	2,077,865
Long-term Liabilities, net of current portion						
USDA Rural Development loan	-	-	-	-	78,653	78,653
ADEC loans	-	248,774	-	-	-	248,774
Interfund loan	-	308,000	-	-	-	308,000
Net pension liability	736,151	255,742	235,259	569,311	208,886	2,005,349
Total Long-term Liabilities	736,151	812,516	235,259	569,311	287,539	2,640,776
Total Liabilities	933,282	1,718,865	286,281	1,429,767	350,446	4,718,641
Deferred Inflows of Resources						
Related to other postemployment benefits	28,832	10,016	9,214	22,297	8,181	78,540
Net Position						
Net investment in capital assets	1,579,326	5,101,265	815,741	33,296,486	2,275,131	43,067,949
Unrestricted	3,425,235	442,643	625,205		1,161,649	8,873,630
Total Net Position	5,004,561	5,543,908	1,440,946	36,515,384	3,436,780	51,941,579
Total Liabilities, Deferred Inflows of Resources, and Net Position	\$ 5,966,675	\$ 7,272,789	\$ 1,736,441	\$ 37,967,448	\$ 3,795,407	\$ 56,738,760



# Enterprise Funds Statement of Revenues, Expenses and Changes in Net Position

		Major Fund	s		Nonmajor Fund	Total
	Electric	Water	Sanitation		Sewer	Enterprise
Year Ended June 30, 2023	Utility	Utility	Utility	Port	Utility	Funds
Operating Revenues						
Charges for services	\$ 4,514,535 \$	868,285 \$	897,288	1,744,643	\$ 692,230	\$ 8,716,981
Operating Expenses						
Personnel services	707,264	329,127	275,246	620,536	159,442	2,091,615
Commodities	3,179,162	231,992	66,867	184,652	172,930	3,835,603
Contractual services	115,388	19,394	327,125	252,578	94,221	808,706
Intergovernmental	13,929	1,137	24,899	13,966	6,290	60,221
Depreciation	237,097	356,081	118,969	2,203,092	145,872	3,061,111
Total Operating Expenses	4,252,840	937,731	813,106	3,274,824	578,755	9,857,256
Income (Loss) from Operations	261,695	(69,446)	84,182	(1,530,181)	113,475	(1,140,275)
Nonoperating Revenues (Expenses)						
Investment income	-	131	-	1	478	610
Interest expense	-	(707)	-	-	(1,538)	(2,245)
Other grant revenue	-	500,328	296,027	71,587	-	867,942
State PERS relief	84,843	4,539	4,176	10,106	3,707	107,371
State fisheries business tax	-	-	-	119,611	-	119,611
Other revenues	84,397	34,346	-	-	3,362	122,105
Net Nonoperating Revenues (Expenses)	169,240	538,637	300,203	201,305	6,009	1,215,394
Income (Loss) Before Transfers and Capital Contributions	430,935	469,191	384,385	(1,328,876)	119,484	75,119
Transfers out	(90,000)	(278,000)	-	-	(305,000)	(673,000)
Capital contributions	-	157,057	-	-	253,126	410,183
Change in Net Position	340,935	348,248	384,385	(1,328,876)	67,610	(187,698)
Net Position, beginning	4,663,626	5,195,660	1,056,561	37,844,260	3,369,170	52,129,277
Net Position, ending	\$ 5,004,561 \$	5,543,908 \$	1,440,946	36,515,384	\$ 3,436,780	\$ 51,941,579



# Enterprise Funds Statement of Cash Flows

		Non	major Fund	Total				
	 Electric	Wate	r	Sanitation			Sewer	Enterprise
Year Ended June 30, 2023	Utility	Utilit	у	Utility	Port		Utility	Funds
Cash Flows from (for) Operating Activities								
Receipts from customers and users	\$ 4,285,852	\$ 927,622	\$	602,503 \$	1,829,641	\$	687,493	\$ 8,333,111
Payments for interfund services used	(13,929)	(1,137	')	(24,899)	(13,966)		(6,290)	(60,221
Payments to suppliers	(3,529,857)	(131,525	*	(400,570)	(492,201)		(271,257)	(4,825,410
Payments to employees	(895,683)	(311,534	)	(293,213)	(694,683)		(248,020)	(2,443,133
Net cash flows from (for) operating activities	(153,617)	483,426	)	(116,179)	628,791		161,926	1,004,347
Cash Flows from (for) Noncapital Financing Activities								
State fish taxes received	-	-		-	119,611		-	119,611
Operating grants	-	1,065,312		296,027	151,815		-	1,513,154
Transfers out	(90,000)	(278,000	))	-	-		(305,000)	(673,000
Net cash flows from (for) noncapital financing activities	(90,000)	787,312		296,027	271,426		(305,000)	959,765
Cash Flows for Capital and								
Related Financing Activities								
Purchase of property, plant and equipment	(114,693)	(1,278,480	))	(308,958)	(163,697)		(268,929)	(2,134,757
Capital contributions received	-	157,057	,	-	-		253,126	410,183
Principal paid on interfund loans	-	(38,500	)	-	(20,728)		-	(59,228
Principal payments on long-term debt	-	(12,432	.)	-	-		(3,352)	(15,784
Interest payments on long-term debt	-	(707	<b>'</b> )	-	-		(1,538)	(2,245
Net cash flows for capital								
and related financing activities	(114,693)	(1,173,062	.)	(308,958)	(184,425)		(20,693)	(1,801,831
Cash Flows from Investing Activities								
Investment income received	-	131		-	1		479	611
Net Increase (Decrease) in Cash								
and Investments	(358,310)	97,807	,	(129,110)	715,793		(163,288)	162,892
Cash and Investments, beginning	3,551,503	1,490,905	i	873,803	3,483,138		1,443,117	10,842,466
Cash and Investments, ending	\$ 3,193,193	\$ 1,588,712	: \$	744,693 \$	4,198,931	\$	1,279,829	\$ 11,005,358
Reconciliation of Cash and Investments								
to Statement of Net Position								
Cash and investments	\$ 3,193,193	\$ 972,212	\$	744,693 \$	3,507,023	\$	1,279,829	\$ 9,696,950
Restricted cash and investments	-	616,500	)	<u> </u>	691,908		-	1,308,408
Total Cash and Investments	\$ 3,193,193	\$ 1 588 <b>7</b> 12	Ċ	744,693 \$	4,198,931	\$	1,279,829	\$ 11,005,358

# Enterprise Funds Statement of Cash Flows, continued

						Nonmajor	
		Major	·Fι			 Fund	Total
	Electric	Water		Sanitation		Sewer	Enterprise
Year Ended June 30, 2023	Utility	Utility		Utility	Port	Utility	Funds
Reconciliation of Income (Loss) from Operations to Net Cash							
Flows from (for) Operating Activities							
Income (loss) from operations	\$ 261,695 \$	(69,446)	\$	84,182	\$ (1,530,181)	\$ 113,475	\$ (1,140,275)
Adjustments to reconcile income (loss) from operations to net							
cash flows from (for) operating activities:							
Depreciation	237,097	356,081		118,969	2,203,092	145,872	3,061,111
Noncash expense - PERS relief	84,843	4,539		4,176	10,106	3,707	107,371
Miscellaneous nonoperating revenues	84,397	34,346		-	-	3,362	122,105
(Increase) decrease in assets:							
Accounts receivable, net	(216,858)	25,530		26,542	49,020	13,900	(101,866)
Inventories	(70,995)	-		-	-	-	(70,995
Net other postemployment benefits asset	195,970	(13,360)		12,909	51,096	64,939	311,554
(Increase) decrease in deferred outflows of resources:							
Related to pensions	3,349	(16,445)		(9,680)	(19,131)	2,968	(38,939)
Related to other postemployment benefits	(11,459)	(7,288)		(5,681)	(12,941)	(2,873)	(40,242
Increase (decrease) in liabilities:							
Accounts payable	(164,312)	119,861		(6,578)	(54,971)	(4,106)	(110,106)
Accrued leave	(1,448)	8,172		4,097	3,459	(3,773)	10,507
Unearned revenue	(103,745)	-		(321,327)	35,978	(20,281)	(409,375)
Interest payable	-	(3,298)		-	-	(1,718)	(5,016
Customer utility deposits	7,523	2,759		-	-	-	10,282
Net pension liability	49,495	130,269		84,847	177,755	1,086	443,452
Increase (decrease) in deferred inflows of resources:							
Related to pensions	(273,823)	(50,036)		(59,981)	(156,144)	(82,866)	(622,850)
Related to other postemployment benefits	(235,346)	(38,258)		(48,654)	(128,347)	(71,766)	(522,371
Net Cash Flows from (for) Operating Activities	\$ (153,617) \$	483,426	\$	(116,179)	\$ 628,791	\$ 161,926	\$ 1,004,347

## Notes to Basic Financial Statements Year Ended June 30, 2023

## 1. Summary of Significant Accounting Policies

## **Reporting Entity**

The City of Wrangell (City) was incorporated in 1903 as a home rule municipality under the laws of the State of Alaska. It operated as a home rule city until May 30, 2008, at which time it was incorporated and certified as a unified home rule borough by the State of Alaska. On May 30, 2008, the City and Borough of Wrangell (the Borough) was created and the City of Wrangell was dissolved. The City and Borough of Wrangell immediately succeeded to all rights, powers, duties, assets, and liabilities of the former City of Wrangell.

The Borough operates under an assembly-manager form of government and performs municipal duties allowed by Alaska statutes and as directed by its residents.

As required by generally accepted accounting principles, these financial statements present City and Borough of Wrangell (the primary government) and its component unit. The component unit discussed below is included in the Borough's reporting entity because of the significance of its operational or financial relationship with the Borough.

The component unit column in the basic financial statements includes the financial data of the Borough's component unit. It is discretely presented in a separate column to emphasize that it is a legally separate organization from the Borough.

## Wrangell Public Schools

Wrangell Public Schools is responsible for elementary and secondary education within the Borough. The voters elect the members of the School Board; however, the School District is fiscally dependent upon the Borough because the Borough Assembly approves the total annual budget of the School District, levies the necessary taxes and approves the issuance of bonds for School construction.

Complete financial statements of the component unit can be obtained from their administrative office at the address below:

Wrangell Public Schools P.O. Box 2319 Wrangell, AK 99929

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#### Notes to Basic Financial Statements

The accounting policies of the Borough conform to accounting principles generally accepted in the United States of America as applicable to governments. The following is a summary of the more significant policies:

## Government-Wide and Fund Financial Statements

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the activities of the Borough and its component unit. In general, the effect of interfund activity has been removed from these statements to minimize the double-counting of internal activities. *Governmental activities*, which normally are supported by taxes and intergovernmental revenues, are reported separately from *business-type activities*, which rely primarily on fees and charges to external parties.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) fees, fines and charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as *general revenues*.

Separate financial statements are provided for governmental funds and proprietary funds. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements.

## Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The government-wide and proprietary fund financial statements are reported using the economic resources measurement focus and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of the related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the Borough generally considers all revenues except reimbursement grants to be available if they are collected within 60 days after year end. Reimbursement grants are considered available if they are collected within one year of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences, pension benefits, and other postemployment benefits are recorded only when due.

#### Notes to Basic Financial Statements

Property and sales taxes, intergovernmental revenues, charges for services, sales and leases, and investment income associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. Only the portion of special assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue in the current period. All other revenue items are considered to be measurable and available only when received by the government.

The Borough reports the following major funds based on the required quantitative calculations:

## Major governmental funds:

The *General Fund* is the government's primary operating fund. It accounts for all financial resources of the general government, except those required to be reported in another fund.

The *Permanent Fund Special Revenue Fund* accounts for monies set aside to help provide future economic stability to the citizens of Wrangell.

The Secure Rural Schools Special Revenue Fund accounts for the funding received from U.S. Department of Agriculture through the Schools and Roads - Grants to States program, which is used to fund local public education and maintain streets and roads.

The *Parks and Recreation Special Revenue Fund* accounts for the operation and maintenance of the swimming pool, recreational activities, and parks.

## Major proprietary funds:

The *Electric Utility Enterprise Fund* is used to account for the operations of the electric utility.

The Water Utility Enterprise Fund is used to account for the operations of the Borough water system.

The Sanitation Utility Enterprise Fund is used to account for the operations of the sanitation utility.

The *Port Enterprise Fund* is used to account for the operations of the municipal dock, boat harbors, and travel lift.

As a general rule the effect of interfund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule are allocated administration fees and charges between the enterprise funds and the various other funds and departments. Elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned. Amounts reported as *program revenues* include 1) charges to customers or applicants for goods, services, or privileges provided, 2) operating grants and contributions, and 3) capital grants and contributions. Internally dedicated resources are reported as *general revenues* rather than as program revenues. In addition, general revenues include all taxes, investment income, and State and federal entitlement revenues.

Proprietary funds distinguish *operating* revenues and expenses from *nonoperating* items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the Enterprise Funds are charges to customers for sales and services. Operating expenses for the Enterprise Funds include the costs of sales and services, administrative expenses and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

#### Notes to Basic Financial Statements

#### **Central Treasury**

A central treasury is used to account for cash from most funds of the Borough to maximize interest income. Investments are stated at fair value. Investment earnings are allocated to most funds based on their respective cash balances. The School District maintains separate cash accounts from the Borough.

## Cash and Cash Equivalents

For purposes of the statements of cash flows, the proprietary funds consider all cash accounts to be cash and cash equivalents. The central treasury, which holds cash and investments, is used essentially as a cash management pool by each fund.

#### **Inventories**

Inventories are valued at cost in governmental funds and at the lower of cost or market in the proprietary funds. Cost is determined by the first-in, first-out method. The cost is recorded as an expenditure or expense at the time individual inventory items are consumed.

## **Prepaid Items**

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items. These prepaid assets do not reflect current available resources; thus, an equivalent portion of fund balance in classified is nonspendable in the governmental fund financial statements. Prepaid items are recorded as expenditure/expenses when consumed rather than when purchased.

#### Receivables and Payables

Activity between funds that are representative of lending/borrowing arrangements outstanding at the end of the year are referred to as either "due to/from other funds" (i.e., the current portion of interfund loans) or "advances to/from other funds" (i.e., the noncurrent portion of interfund loans). All other outstanding balances between funds are reported as "due to/from other funds." Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as "internal balances."

## **Grants and Other Intergovernmental Revenues**

In applying the measurable and available concepts to grants and intergovernmental revenues, the legal and contractual requirements of the numerous individual programs are used as guidance. There are, however, essentially two types of these revenues. In one, monies must be expended on the specific purpose or project before any amounts are considered "earned"; therefore, revenues are recognized based upon expenditures recorded. In the other, monies are virtually unrestricted as to purpose of expenditure and are usually revocable only for failure to comply with prescribed compliance requirements. These resources are reflected as revenues at the time of receipt or earlier if the measurable and available criteria are met.

#### **Property Taxes**

Property taxes are assessed on real property on January 1 of each year. Mill rates are established annually by Borough ordinance. Taxes are levied on July 1 of each year and are due in two equal installments on August 15 and December 15. Property taxes are recorded as revenue when measurable and available. Borough statutes call for annual foreclosures on property for delinquent taxes.

#### Notes to Basic Financial Statements

#### Leases - Lessor

The Borough has leased to third-parties multiple nonfinancial assets. The Borough recognizes a lease receivable and a deferred inflow of resources in both the government-wide and governmental fund financial statements where applicable.

At the commencement of the lease, the Borough initially measures the lease receivable at the present value of payments expected to be received during the lease term. Subsequently, the lease receivable is reduced by the principal portion of lease payments received. The deferred inflow of resources is initially measured as the initial amount of the lease receivable, adjusted for lease payments received at or before the lease commencement date. Subsequently, the deferred inflow of resources is recognized as revenue over the life of the lease term.

Key estimates and judgments include how the Borough determines (1) the discount rate it uses to discount the expected lease receipts to present value, (2) lease term, and (3) lease receipts. The Borough uses its estimated incremental borrowing rate as the discount rate for leases. The lease term includes the noncancellable period of the lease. Lease receipts included in the measurement of the lease receivable is composed of fixed payments from the lessee. The Borough monitors changes in circumstances that would require a remeasurement of its lease and will remeasure the lease receivable and deferred inflows of resources if certain changes occur that are expected to significantly affect the amount of the lease receivable.

## **Interfund Transactions**

During the course of normal operations, the Borough has numerous transactions between funds, including expenditures and transfers of resources to provide services, construct assets, and service debt. The accompanying financial statements generally reflect such transactions as transfers. Operating subsidies are also recorded as transfers.

## Capital Assets

Capital assets, which include property, plant, and equipment, are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Infrastructure assets (e.g. roads, sidewalks, etc.) were capitalized and included in capital assets for the first time during 2006. Capital assets are defined by the Borough as assets with an initial, individual cost of more than \$5,000 and an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation. Acquisition value is the price that would be paid to acquire an asset with equivalent service potential in an orderly market transaction at the acquisition date.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend the useful life of the asset are not capitalized.

Property, plant, and equipment of the Borough is depreciated using the straight-line method over the following estimated useful lives:

Infrastructure	50 years
Buildings	20-40 years
Improvements other than buildings	20-50 years
Machinery and equipment	3-8 years

#### Notes to Basic Financial Statements

#### **Deferred Outflows of Resources**

A deferred outflow of resources is an item that will result in a future decrease or consumption of equity. In the government-wide and proprietary fund financial statements, deferred outflows are comprised entirely of pension and other postemployment benefits related transactions.

## Long-term Liabilities

In the government-wide and the proprietary fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund type statement of net position. Bond premiums and discounts are deferred and amortized over the life of the bonds using the effective interest rate method.

## Compensated Absences

The Borough allows employees to accumulate earned but unused vacation and sick leave benefits. All vacation pay is accrued when incurred in the government-wide and proprietary fund financial statements. A liability for these amounts is reported in the governmental fund financial statements only if they have matured (e.g., the employee has terminated employment). Because the Borough does not have a policy to pay unpaid accumulated sick leave upon termination, there is typically no liability for unpaid accumulated sick leave. One exception is that any employees who have accumulated sick leave in excess of 480 hours as of fiscal year end must make an election the following month to either convert the excess over 480 hours to vacation leave or convert half of the excess to vacation leave and cash out the other half. A liability for unpaid sick leave is therefore reported which represents only this excess over 480 hours that some employees have accumulated as of June 30.

## Deferred Inflows of Resources

A deferred inflow of resources is an item that will result in a future increase or acquisition of equity. In the governmental funds, deferred inflows are reported in connection with receivables for revenues that are not considered to be available to liquidate liabilities of the current period and taxes collected in advance of their levy date.

In the government-wide and proprietary fund financial statements, deferred inflows are reported in connection with certain other postemployment benefits related transactions and leases. Those items deferred under modified accrual in the governmental funds as "unavailable for taxes and land sales" are reversed to revenue at the full-accrual level.

## Pensions and Other Postemployment Benefits

Substantially all employees of the Borough participate in the Public Employees' Retirement System (PERS) administered by the State of Alaska.

For purposes of measuring the net pension liability, net OPEB asset and liability, deferred outflows of resources and deferred inflows of resources related to pensions and OPEB, and other postemployment benefits expense and pension expense, information about the fiduciary net position of the Public Employees' Retirement System (PERS) and additions to/from PERS's fiduciary net position have been determined on the same basis as they are reported by PERS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

#### Notes to Basic Financial Statements

#### **Fund Balances**

In the fund financial statements, governmental funds report aggregate amounts for five classifications of fund balances based on the constraints imposed on the use of these resources:

Nonspendable fund balance - This classification includes amounts that cannot be spent because they are either (a) not in spendable form—prepaid items or inventories; or (b) legally or contractually required to be maintained intact.

Restricted fund balance - This classification reflects the constraints imposed on resources either (a) externally by creditors, grantors, contributors, or laws or regulations of other governments; or (b) imposed by law through constitutional provisions or enabling legislation.

Committed fund balance - These amounts can only be used for specific purposes pursuant to constraints imposed by formal ordinances of the Borough Assembly. Those committed amounts cannot be used for any other purpose unless the Borough Assembly removes the specified use by taking the same type of action imposing the commitment. This classification also includes contractual obligations to the extent that existing resources in the fund have been specifically committed for use in satisfying those contractual requirements.

Assigned fund balance - This classification reflects the amounts constrained by the Borough's "intent" to be used for specific purposes but are neither restricted nor committed. The Borough Assembly and Borough Manager have the authority to assign amounts to be used for specific purposes. Assigned fund balances include all remaining amounts (except negative balances) that are reported in governmental funds, other than the General Fund, that are not classified as nonspendable and are neither restricted nor committed.

*Unassigned fund balance* - This fund balance is the residual classification for the General Fund. It is also used to report negative fund balances in other governmental funds.

As previously mentioned, sometimes the Borough will fund outlays for a particular purpose from both restricted and unrestricted resources (the total of committed, assigned, and unassigned fund balance). In order to calculate the amounts to report as restricted, committed, assigned, and unassigned fund balance in the governmental fund financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. When both restricted and unrestricted resources are available for use, it is the Borough's policy to use externally restricted resources first, then unrestricted resources - committed, assigned, and unassigned - in order as needed.

#### **Encumbrances**

Encumbrance accounting, under which purchase orders, contracts and other commitments for expenditures are recorded in order to reserve that portion of the applicable appropriation, is employed as an extension of formal budgetary integration in the General Fund and Special Revenue Funds. Any encumbrances outstanding at year end are reported as appropriate constraints of fund balances if they meet the definitions and criteria as outlined above.

#### **Unearned Grant Revenue**

Amounts received from grantor agencies, which are restricted as to use and have not been expended for the intended use are shown as unearned revenue.

## Notes to Basic Financial Statements

#### Comparative Data

Comparative data for the prior year have been presented in some of the accompanying individual financial statements in order to provide an understanding of changes in the Borough's financial position and operations. Certain amounts in the prior year data have been reclassified to conform to the current year's presentation.

## 2. Stewardship, Compliance and Accountability

## **Budgetary Accounting**

An operating budget is adopted each fiscal year for the General Fund and most Special Revenue Funds on the same modified accrual basis used to reflect actual revenues and expenditures. Appropriations for these funds lapse at year end to the extent that they have not been expended or encumbered. Budgetary control is exercised at the department level. The Borough Manager is authorized to transfer budget amounts between line items within any department; however, any supplemental appropriations that amend the total expenditures of any department or fund require Assembly approval. The budgeted financial statements presented in this report reflect the final budget authorization, including Assembly amendments made during the year.

## **Excess of Expenditures over Appropriations**

For the year ended June 30, 2023, expenditures exceeded appropriations in the General Fund for the following functions: General Government by \$374,138.

#### 3. Cash and Investments

The City and Borough of Wrangell utilizes a central treasury that is available for use by all funds. Each fund's portion of the central treasury is displayed on the balance sheet as "cash and investments" or in the case of "negative cash," is included in "due to other funds." The Borough also restricts cash for unearned revenue in the Port and Water Utility Enterprise Funds, and the General Fund. In 2020, the Borough received a grant from the State of Alaska for the Meyers Chuck Harbor project. However, the funds were used on the Shoemaker Harbor instead. As a result, the Borough has restricted cash in the amount of \$691,908 in the Port Enterprise fund for use on the Meyers Chuck Harbor project. The Borough also restricted cash in the amount of \$616,500 for a federal advance grant in the Water Utility Enterprise Fund for the reservoir bypass project and restricted cash in the amount of \$3,529,850 in the General Fund for unspent bond proceeds remaining at year end June 30, 2023.

## Reconciliation of Deposit and Investment Balances

The following is a reconciliation of the Borough's deposit and investment balances to the financial statements as of June 30, 2023.

	Pooled Cash		Fund Special			
		and		Revenue		
		Investments		Fund		Totals
Bank deposits	Ś	422,047	Ś	535,976	S	958,023
Investments	•	30,146,073		8,925,838		39,071,911
Total Cash and Investments	\$	30,568,120	\$	9,461,814	\$	40,029,934

## Notes to Basic Financial Statements

	Government- wide Statement of Net Position
Cash and investments Restricted cash and investments	\$ 35,191,676 4,838,258
Total Cash and Investments	\$ 40,029,934

## **Investment Policy**

The Borough's general investment policy authorizes investments in:

- 1. Treasury bonds, bills, notes or other general obligation evidence of indebtedness of the United States or an agency or instrumentality of the United States, or of the State of Alaska, or of other states of the United States, or of this Borough, of other cities of the State, and of boroughs of this State:
- 2. Fully insured or fully collateralized certificates of deposit, savings deposits, and other interestbearing deposit accounts in member banks insured by the Federal Deposit Insurance Corporation (FDIC) or the Federal Savings and Loan Insurance Corporation (FSLIC); and/or
- 3. Repurchase agreements where the general checking balance at the end of each business day is used to buy a security from the bank and held overnight.

The Borough's Permanent Fund investment policy authorizes investments according to the following guidelines:

- 1. Fund level investment guidelines. The fund will use low cost, efficient investment vehicles, such as index mutual funds and/or ETFs. The fund will achieve its objective via long-term, unlevered investments. The fund is prohibited from engaging in short sales and margin transactions.
- 2. Product level investment guidelines. The Borough Assembly will take a conservative posture on derivative securities in order to maintain a risk averse nature. Since it is anticipated that new derivative products will be created each year, it is not the intention of the Borough policy to list specific derivatives that are prohibited from investment; rather, it will form a general policy on derivatives. The Borough Assembly recognizes that derivatives may be utilized within products as a portfolio management tool. All derivative exposure must be fully collateralized. Direct leverage or borrowing for the purpose of magnifying returns is prohibited.

Investments may be placed with or through member banks insured by the FDIC or FSLIC and broker dealers that are members of the New York Stock Exchange (NYSE), members of the Securities Investor Protection Corporation (SIPC) and registered broker dealers in Alaska.

## Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates.

## **Notes to Basic Financial Statements**

#### **Custodial Credit Risk**

Custodial credit risk for deposits is the risk that, in the event of a bank failure, the government's deposits may not be returned to it. Custodial credit risk for investments is the risk that, in the event of the failure of the counterparty, the government will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. To limit its exposure to custodial credit risk, Borough policy requires that all deposits and investments be fully insured or collateralized. As of June 30, 2023, the Borough had balances of \$708,023 not covered by FDIC insurance or a third-party collateralization agreement.

## Fair Value Measurement

The Borough categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs.

Investment maturities in general investments at June 30, 2023 are as follows:

		Investment Maturities (In Years)						
		Less			More			
Investment Type	Amount	Than 1	1-5	6-10	than 10			
Money market funds	\$ 14,066,313 \$	14 066 313 \$	- \$	- \$	_			
Certificates of deposit	4,267,730	735,021	3,532,709	-	_			
U.S. Treasuries	2,256,178	755,021	2,256,178	_	_			
Corporate bonds	7,568,114	489,090	7,079,024	_	_			
U.S. agencies	651,573	17,636	633,937	_	_			
Municipal bonds	49,796	49,796	-	_	_			
Marierpat bonds	77,770	77,770						
Total subject to interest rate risk	28,859,704 \$	15,357,856\$	13,501,848 \$	- \$	-			
Domestic equity funds	476,906							
U.S. fixed income funds	289,952							
International fixed income funds	64,392							
International equity funds	128,851							
Infrastructure funds	64,603							
Real estate funds	38,992							
Domestic fixed income	3,219							
Fixed Income	64,605							
Alternative funds	116,189							
Commodities funds	38,660							
Total General Investments	\$ 30,146,073							

## Notes to Basic Financial Statements

General investments are classified in the fair value hierarchy as follows at June 30, 2023:

Investment Type	Level 1	Level 2	Level 3	Fair Value
Certificates of deposit	\$ -	\$ 4,267,730	\$ -	\$ 4,267,730
U.S. treasuries	2,256,178	-	-	2,256,178
U.S. agencies	-	651,573	-	651,573
Municipal bonds	-	49,796	-	49,796
U.S. fixed income funds	289,952	-	-	289,952
International fixed income funds	64,392	-	-	64,392
Domestic equity funds	476,906	-	-	476,906
International equity funds	128,851	-	-	128,851
Infrastructure funds	64,603	-	-	64,603
Real estate funds	38,992	-	-	38,992
Domestic fixed income	3,219	-	-	3,219
Fixed income	64,605	-	-	64,605
Corporate bonds	-	7,568,114	-	7,568,114
Alternative funds	116,189	-	-	116,189
Commodities funds	38,660	-	-	38,660
Total Investments at Fair Value	\$ 3,542,547	\$ 12,537,213	\$ -	16,079,760
	<del>+                                    </del>	<b>+</b> ,,	T	
Investments at amortized cost -				
Money market funds				14,066,313
Total General Investments				\$ 30,146,073

The Borough has investments in money market funds that are not held at fair value, but instead are recorded at amortized cost, as of June 30, 2023.

#### Credit Risk

The Borough's general investments in U.S. Treasuries were rated Aaa by Moody's. The Borough's U.S Agencies were rated as follows by Moody's: \$451,731 rated Aaa; \$107,128 rated Aa1; \$48,764 rated Aa2; \$43,950 rated Aa3. The Borough's investments in municipal bonds were rated as Aaa by Moody's. The Borough's investments in certificates of deposits, U.S. fixed income funds, domestic fixed income, fixed income, and international fixed income funds were unrated.

## Concentration of Credit Risk

Concentration of credit risk is the risk of loss attributed to the magnitude of an entity's investment in a single issuer. GASB Statement No. 40 requires disclosure when the amount invested in a single issuer exceeds 5 percent or more of total investments. Investments issued or explicitly guaranteed by the U.S. government, as well as mutual funds and other pooled investments, are exempted from this requirement.

At June 30, 2023, the Borough did not have any amounts invested with a single issuer in excess of 5 percent of total investments.

## **Notes to Basic Financial Statements**

Investment maturities in Permanent Fund Special Revenue Fund investments at June 30, 2023 are as follows:

	Investment Maturities (in Years)							
Investment Type	F	air Value Le	ss Than 1		1-5	6-10	More Than 10	
investment Type	- '	all value Le.	33 111411 1		1 3	0 10	THAIT TO	
Money market funds	\$	31,443 \$	31,443	\$	- \$	- \$		
Total subject to interest rate risk		31,443 \$	31,443	\$	- \$	- \$	_	
Domestic equity funds U.S. fixed income funds International fixed income funds International equity funds		3,297,488 2,004,824 445,231 890,917						
Infrastructure funds Real estate funds Domestic fixed income		446,689 269,606 22,255						
Fixed income Alternative funds Commodities funds		446,700 803,373 267,312						

Total Permanent Fund Investments \$ 8,925,838

In addition to the investments disclosed above, the Permanent Fund Special Revenue Fund holds \$535,973 in cash. When combined with the investment held in the Permanent Fund Special Revenue Fund at fair value, the total balance of cash and investments is \$9,461,814.

## Fair Value Measurement

Permanent Fund investments are classified in the fair value hierarchy as follows at June 30, 2023:

Investment Type	Level 1	Level 2	Level 3	Fair Value
U.S. fixed income funds	\$ 2,004,824	\$ -	\$ -	\$ 2,004,824
International fixed income funds	445,231	-	-	445,231
Domestic equity funds	3,297,488	-	-	3,297,488
International equity funds	890,917	-	-	890,917
Infrastructure funds	446,689	-	-	446,689
Real estate funds	269,606	-	-	269,606
Domestic fixed income	22,255	-	-	22,255
Fixed income	446,700	-	-	446,700
Alternative funds	803,373	-	-	803,373
Commodities funds	267,312	-	-	267,312
Total Investments at Fair Value	\$ 8,894,395	\$ -	\$ -	8,894,395
Investments at amortized cost -				
Money market funds				31,443
Total Permanent Fund Investments				\$ 8,925,838

## **Notes to Basic Financial Statements**

## Credit Risk

The Borough's Permanent Fund investments in U.S. fixed income funds and international fixed income funds were unrated.

## 4. Accounts Receivable and Valuation Allowances

The Borough maintains accounts receivable balances of which a portion is reserved as an allowance for doubtful receivables. At June 30, 2023, receivables for the Borough's individual major funds and nonmajor funds in the aggregate, including applicable allowances for uncollectible accounts, were as follows:

		Ma	ajor Gov	/ernme			i						
					Seci					Nonmaj			Total
		General	Permar			ral		ks and	Go			Gov	ernmental
June 30, 2023		Fund	F	und	Scho	ols	Recre	eation		Fun	ds		Funds
Property taxes	\$	49,736 \$		- \$		- \$		- 9	5		- :	\$	49,736
Sales taxes		693,983		-		-		-		173,4			867,479
Accounts		99,398	14,	,484		-		-		118,4	24		232,306
Grants		670,143		-	277,7	717	52	2,249			-		1,470,109
Leases	1	,036,310	159,	,333		-		-			-		1,195,643
Interest		143,861		94		-		-			-		143,955
Total receivables Less allowance for	2	,693,431	173,	,911	277,7	717	52	2,249		291,9	20		3,959,228
doubtful accounts		(70)		-		_		_			_		(70)
		()											(1-5)
Net Receivables	\$2	,693,361 \$	173,	,911 \$	277,7	717 \$	52	2,249	5	291,9	20	\$	3,959,158
										Managaata			
										Nonmajo			
			AA-: F		miaa F	ــ اــــــــــــــــــــــــــــــــــ				Enterpris			
		FI	Major E						_	Fun	_		Total
		Electric		ater	Sanita			<b>.</b>		Sewe			Enterprise
June 30, 2023		Utility	Ut	ility	U	tility	1	Port		Utilit	ty		Funds
Grants	\$	- 1	\$ 124	364 \$		_	\$	_	\$		- !	ς	124,364
Accounts	~	530,338		,378		,400		70,838	7	36,97		Ψ	821,924
Accrued interest		-	,	5	0,	-		32		30,77	6		43
reci ded interese													
Total receivables		530,338	170,	,747	37	<b>7</b> ,400	1	70,870		36,97	<b>7</b> 6		946,331
Less allowance for doubtful accounts		(13,732)		-		-	. (	34,258	)		-		(47,990)
Net Receivables	\$	516,606	\$ 170,	,747 \$	37	,400	\$ 1	36,612	\$	36,97	76 :	\$	898,341

## **Notes to Basic Financial Statements**

#### 5. Leases Receivable

During the current year, the Borough, as lessor, entered into several multiple-year lease agreements to third parties for various nonfinancial assets. The lengths of the lease terms vary, and the Borough used their incremental borrowing rate of 6% when there was no stated interest rate in the lease contracts. The Borough received payments totaling \$159,039 for the fiscal year ended June 30, 2023. The Borough recognized \$124,263 in lease revenue and \$62,419 in interest revenue for the fiscal year ended June 30, 2023. As of June 30, 2023, the Borough's receivable for lease payments was \$1,195,643. The Borough recognized a deferred inflow of resources associated with the leases of \$1,143,663 on June 30, 2023, that will be recognized as revenue over the remainder of the lease terms.

## 6. Capital Assets

Capital asset activity for the year ended June 30, 2023 was as follows:

Governmental Activities	Balance July 1, 2022	Additions and Reclass- ifications	Deletions and Reclass- ifications	Balance June 30, 2023
Capital assets not being				
depreciated:				
Land and land improvements	\$ 3,650,856	\$ -	\$ -	\$ 3,650,856
Construction in progress	145,500	1,359,580	-	1,505,080
	1 10,000	.,,		.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
Total capital assets not being				
depreciated	3,796,356	1,359,580	-	5,155,936
Capital assets being depreciated:				
Infrastructure	23,450,938	90,467		23,541,405
Buildings	48,623,687	-	-	48,623,687
Improvements other than	.0,020,007			.0,020,007
buildings	6,723,298	110,883	-	6,834,181
Machinery and equipment	5,445,298	81,570	-	5,526,868
		·		
Total capital assets being	0.4.0.40.00.4	202 222		0.4 = 0.4 .4.4
depreciated	84,243,221	282,920	-	84,526,141
Less accumulated depreciation for:				
Infrastructure	6,140,957	608,359	-	6,749,316
Buildings	40,166,859	688,219	-	40,855,078
Improvements other than	, ,	•		, ,
buildings	5,030,658	208,662	-	5,239,320
Machinery and equipment	4,071,170	167,877	-	4,239,047
Total accumulated depressing	EE 400 644	1 (72 117		E7 002 744
Total accumulated depreciation	55,409,644	1,673,117	-	57,082,761
Total capital assets being				
depreciated, net	28,833,577	(1,390,197)	-	27,443,380
	,,	(-),,		,,
Governmental Activities Capital				
Assets, net	\$ 32,629,933	\$ (30,617)	\$ -	\$ 32,599,316

## **Notes to Basic Financial Statements**

Business-type Activities	Balance July 1, 2022	Additions and Reclass- ifications	Deletions and Reclass- ifications	Balance June 30, 2023
Capital assets not being				
depreciated:				
Land and land improvements	\$ 959,233	\$ -	\$ -	,
Construction in progress	1,088,457	1,681,622	-	2,770,079
Total capital assets not being				
depreciated	2,047,690	1,681,622	-	3,729,312
	, , , , , , , ,	, , -		- , , , -
Capital assets being depreciated:				
Buildings	9,372,469	142,017	-	9,514,486
Improvements other than				
buildings	91,205,438	15,090	(24,159)	91,196,369
Machinery and equipment	5,929,423	296,028	24,159	6,249,610
Total capital assets being				
depreciated	106,507,330	453,135	-	106,960,465
Less accumulated depreciation for:	0.245.400	400.075		0 502 572
Buildings	8,315,498	188,075	-	8,503,573
Improvements other than	EO 077 422	2 (14 716		E2 402 420
buildings	50,877,423	2,614,716	-	53,492,139
Machinery and equipment	5,026,003	258,320		5,284,323
Total accumulated depreciation	64,218,924	3,061,111	-	67,280,035
Total capital assets being				
depreciated, net	42,288,406	(2,607,976)	-	39,680,430
Business-type Activity Capital	¢ 44 224 604	¢ (00 ( 05 f)	<b>A</b>	÷ 42 400 7 40
Assets, net	\$ 44,336,096	\$ (926,354)	\$ -	\$ 43,409,742

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## **Notes to Basic Financial Statements**

Depreciation expense was charged to the functions as follows for the year ended June 30, 2023:

Governmental Activities		
General government	\$	11,485
Public safety		163,409
Public works		826,236
Parks and recreation		45,688
Community services		316,830
Education		309,469
Total Depreciation Expense - Governmental Activities	\$	1,673,117
Business-type Activities		
	<u> </u>	
Electric utility	\$	237,097
Electric utility Water utility	\$	237,097 356,081
·	\$	,
Water utility	\$	356,081
Water utility Sanitation utility	\$	356,081 118,969

## 7. Interfund Balances and Transfers

A schedule of interfund balances and transfers for the year ended June 30, 2023, follows:

Interfund Loans		
Due to General Fund from:		
Water Enterprise Fund for long-term capital advances	\$	346,500
Transfers		
From General Fund to:		
Parks and Recreation Special Revenue Fund for capital costs	\$	443,885
Nonmajor governmental funds to cover operating costs	4	254,166
Nonmajor governmental funds for capital costs		1,533,124
		, ,
Total transfers from the General Fund		2,231,175
From Secure Schools Special Revenue Fund to: Nonmajor governmental funds to cover debt service costs		35,353
From Electric Utility Enterprise Fund to: Nonmajor governmental funds to cover capital costs		90,000
From Water Utility Enterprise Fund to: Nonmajor governmental funds to cover capital costs		278,000
From nonmajor enterprise fund to:  Nonmajor governmental funds to cover capital costs		305,000
Total Transfers to Other Funds	\$	2,939,528

## **Notes to Basic Financial Statements**

## 8. Long-term Liabilities

The following is a summary of long-term liability transactions of the Borough for the year ended June 30, 2023:

Governmental Activities	Balance July 1, 2022	Additions	Retired	Balance June 30, 2023	Due Within One Year
\$3,100,000 General Obligation bonds due in semi-annual installments of \$95,000 to \$240,000 through 2042, plus					
interest at 5% \$ Unamortized premium on bonds	-	\$ 3,100,000 429,850	\$ -	\$ 3,100,000 429,850	\$ 95,000
GO bonds, including premium	-	3,529,850	-	3,529,850	95,000
Accrued leave Net pension liability	268,078 3,601,027	248,878 704,614	207,684	309,272 4,305,641	309,272
Total Governmental Activities \$	3,869,105	\$ 4,483,342	\$ 207,684	\$ 8,144,763	\$ 404,272

Other long-term liabilities related to governmental activities, such as accrued leave, are generally liquidated by the General Fund.

On February 15, 2023 the Borough issued general obligation bonds to finance major renovations of the schools and other related capital improvements. The bonds were issued in the amount of \$3,100,000 and at a premium of \$429,850. Interest rate is 5% and payment are made semiannually. During the year ended June 30, 2023, no principal payments were made and interest payments were made in the amount of \$45,639.

Annual debt service requirements to maturity for the bonds as follows:

#### **Governmental Activities**

Year Ending June 30,	Principal		Interest	Total
2024	\$ 95,000	\$	152,625	\$ 247,625
2025	95,000		147,875	242,875
2026	100,000		143,000	243,000
2027	105,000		137,875	242,875
2028	115,000		132,375	247,375
2029-2033	660,000		568,250	1,228,250
2034-2038	845,000		380,625	1,225,625
2039-2042	1,085,000		141,375	1,226,375
		•		
	\$ 3,100,000	\$	1,804,000	\$ 4,904,000

## **Notes to Basic Financial Statements**

Business-type Activities	Balance July 1, 2022	Additions	Retired	Balance June 30, 2023	Due Within One Year
Loans Payable from Direct Borrowings:					
\$91,000 USDA Sewer loan due in semi-annual installments of \$1,623 including interest at 1.875% through 2057	\$ 83,753	\$ - \$	3,352	\$ 80,401	\$ 1,748
\$57,251 ADEC Water Utility loan due in annual installments of \$2,667 to \$3,334, including interest of 1.5% through 2038	47,114	-	2,628	44,486	2,667
\$542,249 ADEC Water Utility loan due in annual installments of \$10,101 to \$13,207, including interest of 1.5% through 2041	226,710	<u>-</u>	9,804	216,906	9,951
Total direct borrowings	357,577	-	15,784	341,793	14,366
Accrued leave Net pension liability	125,476 1,561,897	97,269 443,452	86,762	135,983 2,005,349	135,983
Total Business-type Activities	\$ 2,044,950	\$ 540,721 \$	102,546	\$2,483,125	\$ 150,349

Annual debt service requirements to maturity for the loans payable from direct borrowings, follow:

Business-type Activities	Loans Payable from Direct Borrowings				ings	
Year Ending June 30,		Principal		Interest		Total
2024	\$	14,366	\$	3,289	\$	17,655
2025	·	14,588		5,198	·	19,786
2026		14,813		4,973		19,786
2027		15,043		4,744		19,787
2028		15,275		4,511		19,786
2029-2033		79,996		18,933		98,929
2034-2038		86,383		12,548		98,931
2039-2043		62,898		6,153		69,051
2044-2048		13,173		3,057		16,230
2049-2053		14,461		1,769		16,230
2054-2058		10,797		405		11,202
	\$	341,793	\$	65,580	\$	407,373

## **Notes to Basic Financial Statements**

## 9. Net Position

In the Statement of Net Position, net position is reported in the following categories:

	C	Sovernmental Activities	E	Business-type Activities	Total
Net investment in capital assets	\$	32,599,316	\$	43,067,949	\$ 75,667,265
Restricted: Schools Economic stability Schools and roads		808,104 9,492,682 1,847,432		- - -	808,104 9,492,682 1,847,432
Total restricted		12,148,218		-	12,148,218
Unrestricted		13,651,242		8,873,630	22,524,872
Total Net Position	\$	58,398,776	\$	51,941,579	\$ 110,340,355

## 10. Fund Balances

Fund balances, reported in the Borough's individual major funds and nonmajor funds in the aggregate on the governmental funds balance sheet are subject to the following constraints at June 30, 2023:

		Major Gover	nmental Funds			
		Permanent	Secure Rural	Parks and		
		Fund	Schools	Recreation		
		Special	Special	Special	Nonmajor	
	General	Revenue	Revenue	Revenue	Funds	Totals
Nonspendable: Interfund loans Prepaid items	\$ 346,500 483		\$ - \$ -	- \$ -	- \$ -	483
Inventory	-	-	-	-	62,068	62,068
Total nonspendable	346,983	-	-	-	62,068	409,051
Restricted: Unspent bond					-	
proceeds	3,529,850	-	-	-	-	3,529,850
Economic stability	-	9,492,682	-	-	-	9,492,682
Schools and roads	-		1,847,432	-	-	1,847,432
Schools	-	<u>-</u>	<u> </u>	-	808,104	808,104
Total restricted	3,529,850	9,492,682	1,847,432	-	808,104	15,678,068
Committed: Community services Schools and roads Land development	- - -	. <u>-</u>	- -	- 1,285,657 -	469,793 - 1,747,872	469,793 1,285,657 1,747,872
Total committed	-	. <u>-</u>	-	1,285,657	2,217,665	3,503,322
Assigned - Projects		· <u>-</u>	-	-	2,800,145	2,800,145
Unassigned	9,144,115	-	-	-	-	9,144,115
Total Fund Balances	\$ 13,020,948	\$ \$ 9,492,682	\$ 1,847,432 \$	1,285,657 \$	5,887,982 \$	31,534,701

#### Notes to Basic Financial Statements

## 11. Municipal Landfill Closure and Post-closure Liability

On January 15, 1998, the Borough entered into an agreement with a company to transport and dispose of municipal solid waste. State and federal laws and regulations require the Borough to place a final cover on its landfill site when it stops accepting waste and to perform certain maintenance and monitoring functions at the site for 30 years after closure.

The Borough has been successful in obtaining grants to assist with closing the landfill and the closure was completed at the end of fiscal year 2012. Management believes that the ongoing monitoring costs will be minimal; therefore, no liability has been reflected in these financial statements.

#### 12. Restrictions of Sales Tax Revenues

According to section 5.08.070 of the Wrangell Municipal Code, 20% of the total amount of sales tax collected shall be used for any of the following purposes: (1) to pay principal and interest for any bond indebtedness relating to education and health of the Borough; and (2) to fund the Wrangell Public School District, and improve or maintain school facilities.

The remaining 80% of the total amount of sales tax collected shall be used for any General Fund purpose for which moneys of the Borough may be disbursed for any purpose.

## 13. School Support

The Borough provided \$1,617,748 in National Forest Receipts funding and sales tax to the School District for the year ended June 30, 2023. Support provided to the School District does not include debt service payments on school facilities or capital expenditures.

## 14. Pension and Other Postemployment Benefits Plans

#### (a) Defined Benefit (DB) Pension Plan

#### General Information About the Plan

The Borough participates in the Alaska Public Employees' Retirement System (PERS). PERS is a costsharing multiple-employer plan which covers eligible State and local government employees, other than teachers. The Plan was established and is administered by the State of Alaska Department of Administration. Benefit and contribution provisions are established by State law and may be amended only by the State Legislature.

The Plan is included in an annual comprehensive financial report that includes financial statements and other required supplemental information. That report is available via the internet at <a href="https://drb.alaska.gov/docs/reports/#pers">https://drb.alaska.gov/docs/reports/#pers</a>. Actuarial valuation reports, audited financial statements, and other detailed plan information are also available on this website.

The Plan provides for retirement, death and disability, and postemployment healthcare benefits. There are three tiers of employees, based on entry date. For all tiers within the Defined Benefit (DB) plan, full retirement benefits are generally calculated using a formula comprised of a multiplier times the average monthly salary (AMS) times the number of years of service. The multiplier is increased at longevity milestone markers for most employees. Peace/Fire employees accrue benefits at an accelerated rate. The tiers within the Plan establish differing criteria regarding normal retirement age, early retirement age, and the criteria for calculation of AMS, COLA

## **Notes to Basic Financial Statements**

adjustments, and other postemployment benefits (OPEB). A complete benefit comparison chart is available at the website noted above.

The PERS DB Plan was closed to new entrants effective July 1, 2006. New employees hired after that date participate in the PERS Defined Contribution (DC) Plan described later in these notes.

## Historical Context and Special Funding Situation

In April 2008, the Alaska Legislature passed legislation converting the previously existing PERS plan from a DB agent-multiple-employer plan to a DB cost-sharing plan with an effective date of July 1, 2008. In connection with this conversion, the State of Alaska passed additional legislation which statutorily capped the employer contribution rate, established a state funded "on-behalf" contribution (subject to funding availability), and required that employer contributions be calculated against all PERS eligible wages, including wages paid to participants of the PERS Tier IV defined contribution plan described later in these notes. The Alaska Legislature has the power and authority to change the aforementioned statute through the legislative process.

Alaska Statute 39.35.280 requires the State of Alaska to contribute to the Plan an amount such that, when combined with the employer contribution, is sufficient to pay the Plan's past service liability contribution rate as adopted by the Alaska Retirement Management Board (ARM Board). As such, the Plan is considered to be in a special funding situation as defined by GASB, and management has recorded all pension related liabilities, deferred inflows/outflows of resources, and disclosures on this basis.

The Borough recorded the related on-behalf contributions as revenue and expense or expenditures as prescribed by GAAP, pursuant to the relevant basis of accounting based on fund type.

## **Employee Contribution Rates**

Regular employees are required to contribute 6.75% of their annual covered salary. Police officers and firefighters are required to contribute 7.50% of their annual covered salary.

#### **Employer and Other Contribution Rates**

There are several contribution rates associated with the pension contributions and related liabilities. These amounts are calculated on an annual basis.

Employer Effective Rate: This is the contractual employer pay-in rate. Under current legislation, the amount calculated for the statutory employer effective contribution rate is 22% on eligible wages. This 22% rate is calculated on all PERS participating wages, including those wages attributable to employees in the DC plan. Contributions derived from the DC employee payroll is referred to as the Defined Benefit Unfunded Liability or DBUL contribution.

ARM Board Adopted Rate: This is the rate formally adopted by the Alaska Retirement Management Board. This rate is actuarially determined and used to calculate annual Plan funding requirements, without regard to the statutory rate cap or the GASB accounting rate. Effective July 1, 2015, the Legislature requires the ARM Board to adopt employer contribution rates for past service liabilities using a level percent of pay method over a closed 25-year term which ends in 2039. This change results in lower ARM Board Rates than previously adopted.

## Notes to Basic Financial Statements

State Contribution Rate: This is the rate paid in by the State as an on-behalf payment under the current statute. The statute requires the State to contribute, based on funding availability, an on-behalf amount equal to the difference between the ARM Board Rate and the Employer Effective Rate. In the governmental fund financial statements, on-behalf contribution amounts have been recognized as additional revenues and expenditures. In the proprietary funds and government-wide financial statements, the on-behalf amounts reflect revenue and expense only during the measurement period in which the Plan recognizes the payments, resulting in a significant timing difference between the cash transfers and revenue and expense recognition.

Contribution rates for the year ended June 30, 2023 were determined in the June 30, 2021 actuarial valuations. The Borough's contribution rates for the 2023 fiscal year were as follows:

		State
	ARM Board	Contribution
	Adopted Rate	Rate
Defined benefit plans:		
Pension	18.38%	2.79%
Postemployment healthcare (ARHCT)	-%	-%
Defined contribution - Pension	6.41%	-%
Total Contribution Rates	24.79%	2.79%

Alaska Statue 39.35.255(a) capped the employer rate at 22% with the State of Alaska making a nonemployer contribution for the difference between actuarially required contribution and the cap. For the fiscal year, the employer rate is 22.00% for pension and 0.00% for ARHCT. The contribution requirements for the Borough are established and may be amended by the ARMB. Additionally, there is a Defined Benefit Unfunded Liability (DBUL) amount levied against the DCR Plan payroll. The DBUL amount is computed as the difference between (a) amount calculated for the statutory employer contribution rate of 22.00% on eligible salary less (b) total of the employer contribution for (1) defined contribution employer matching amount, (2) major medical, (3) occupational death and disability, and (4) health reimbursement arrangement. The difference is deposited based on an actuarial allocation into the defined benefit plan's pension and healthcare funds.

In 2023, the Borough was credited with the following contributions to the pension plan:

	Measurement Period July 1, 2021		Borough Fiscal Year July 1, 2022		
	to		,		
	June 30, 2022		Jun	e 30, 2023	
Employer contributions (including DBUL)	\$	587,192	\$	707,567	
Nonemployer contributions (on-behalf)		305,408		112,525	
Total Contributions	\$	892,600	\$	820,092	

In addition, employee contributions to the Plan totaled \$94,078 during the Borough's fiscal year.

## Notes to Basic Financial Statements

## Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At June 30, 2023, the Borough reported a liability for its proportionate share of the net pension liability (NPL) that reflected a reduction for State pension support provided to the Borough. The amount recognized by the Borough for its proportional share, the related State proportion, and the total portion of the net pension liability that was associated with the Borough were as follows:

Borough proportionate share of NPL State's proportionate share of NPL associated with the Borough	\$ 6,310,990 1,745,376
Total Net Pension Liability	\$ 8,056,366

The total pension liability for the June 30, 2022 measurement date was determined by an actuarial valuation as of June 30, 2021 rolled forward to June 30, 2022 to calculate the net pension liability as of that date. The Borough's proportion of the net pension liability was based on a projection of the Borough's long-term share of contributions to the pension plan relative to the projected contributions of all participating entities, including the State, actuarially determined. At the June 30, 2022 measurement date, the Borough's proportion was 0.12382 percent, which was a decrease of (0.01692) from its proportion measured as of June 30, 2021.

For the year ended June 30, 2023, the Borough recognized pension expense of \$635,796 and onbehalf revenue of \$114,017 for support provided by the State. At June 30, 2023, the Borough reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

		Deferred Outflows of Resources		Deferred Inflows of Resources	
Net difference between projected and actual earnings on pension plan investments Borough contributions subsequent to the measurement date	\$	180,433 707,567	\$	-	
Total Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions	\$	888,000	\$	-	

The \$707,567 reported as deferred outflows of resources related to pensions resulting from contributions subsequent to the measurement date will be recognized as a reduction in the net pension liability in the year ending June 30, 2024. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year	Ending	June	30,

2024	\$ (21,451)
2025	(54,983)
2026	(131,993)
2027	388,860
Total Amortization	\$ 180,433

## Notes to Basic Financial Statements

#### **Actuarial Assumptions**

The total pension liability was determined by an actuarial valuation as of June 30, 2021, using the actuarial assumptions listed below, applied to all periods included in the measurement and rolled forward to the measurement date of June 30, 2022:

Actuarial cost method Entry Age Normal

Amortization method Unfunded Accrued Actuarial Liability, level percent of pay basis

2.50% per year Inflation

Salary increases For peace officers/firefighters, increases range from 8.50% to 3.85% based

on service. For all others, increases range from 6.75% to 2.85% based on

service.

Allocation methodology Amounts for the June 30, 2022 measurement date were allocated to

> employers based on the ratio of the present value of projected future contributions for each employer to the total present value of projected future contributions for the Plan for the fiscal years 2023 to 2039. The

liability is expected to go to zero at 2039.

Investment rate of return

7.25%, net of pension plan investment expenses. This is based on an average inflation rate of 2.50% and a real rate of return of 4.75%.

Mortality

Peace officer/ firefighter

Pre-commencement mortality rates were based on the Pub-2010 Safety Employee table, amount-weighted, and projected with MP-2021 generational improvement. Deaths are assumed to result from occupational causes 70% of the time. Post-commencement mortality rates for healthy retirees were based on the Pub-2010 Safety Retiree table, amount-weighted, and projected with MP-2021 improvement. Post-commencement mortality rates for disabled retirees were based on the Pub-2010 Safety Disabled Retiree table, amountweighted, and projected with MP-2021 generational improvement. Postcommencement mortality rates for beneficiaries were based on the Pub-2010 Contingent Survivor table, amount-weighted, and projected with MP-2021 generational improvement. These rates are applied only after the death of the original member.

All others

Pre-commencement mortality rates were based on the Pub-2010 General Employee table, amount-weighted, and projected with MP-2021 generational improvement. Deaths are assumed to result from occupational causes 35% of the time. Post-commencement mortality rates for healthy retirees were based on 98% of male and 106% of female rates of the Pub-2010 General Retiree table, amount-weighted, and projected with MP-2021 generational improvement. Post-commencement mortality rates for disabled retirees were based on the Pub-2010 Non-Safety Disabled Retiree table, amount-weighted, and projected with MP-2021 generational improvement. Post-commencement mortality rates for beneficiaries were based on 102% of male and 108% of female rates of the Pub-2010 Contingent Survivor table, amount-weighted, and projected with MP-2021 generational improvement. These rates are applied only after the death of the original member.

Other

See the experience study report dated July 15, 2022.

## **Notes to Basic Financial Statements**

The total pension liability was determined by an actuarial valuation as of June 30, 2021, rolled forward to the measurement date of June 30, 2022 and adjusted to reflect updated assumptions. The updated demographic and economic assumptions were adopted by the Board in June 2022 based on the results of an actuarial experience study for the period July 1, 2017 to June 30, 2021. The new assumptions were adopted to better reflect expected future experience and are effective June 30, 2022.

## Long-Term Expected Rate of Return

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. Best estimates of arithmetic rates of return, excluding the inflation component of 2.88%, for each major asset class included in the pension plan's target asset allocation as of June 30, 2022 are summarized in the following table:

Asset Class	Target Allocation	Range	Long-Term Expected Real Rate of Return
Domostic aquity	27%	+/- 6%	6.51 %
Domestic equity			
Global equity (non-U.S.)	18%	+/- 4%	5.70 %
Aggregate bonds	21%	+/- 10%	0.31 %
Opportunistic	<b>6</b> %	+/- 4%	- %
Real assets	14%	+/- 7%	3.71 %
Private equity	14%	+/- 6%	9.61 %
Cash equivalents	-%	-%	(0.50) %

#### Discount Rate

The discount rate used to measure the total pension liability was 7.25%. The discount rate used changed from the prior measurement date. The projection of cash flows used to determine the discount rate assumed that employer and State contributions will continue to follow the current funding policy, which meets State statutes. Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

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## Notes to Basic Financial Statements

#### Sensitivity of the Net Pension Liability to Changes in the Discount Rate

The following presents the Borough's proportionate share of the net pension liability calculated using the discount rate of 7.25%, as well as what the Borough's proportionate share of the net pension liability would be if it were calculated using a discount rate that is one percentage-point lower or one percentage-point higher than the current rate:

	Proportional Share	1% Decrease (6.25%)	Current Discount Rate (7.25%)	1% Increase (8.25%)
Borough's proportionate share of the net pension liability	0.12382%	\$ 8,495,947	\$ 6,310,990	\$ 4,468,618

#### Pension Plan Fiduciary Net Position

Detailed information about the pension plan's fiduciary net position is available in the separately issued PERS financial report.

## (b) Defined Contribution (DC) Pension Plan

Employees hired after July 1, 2006 participate in PERS Tier IV, a DC plan. This Plan is administered by the State of Alaska, Department of Administration in conjunction with the DB plan noted above. Benefit and contribution provisions are established by State law and may be amended only by the State Legislature. The Alaska Retirement Management Board may also amend contribution requirements. Included in the Plan are individual pension accounts, a retiree medical insurance plan and a separate Health Reimbursement Arrangement account that will help retired members pay medical premiums and other eligible medical expenses not covered by the medical plan. This Plan is included in the annual comprehensive financial report for PERS, and at the following website, as noted above. https://drb.alaska.gov/docs/reports/#pers.

Contributions to the DC plan consist solely of employer and employee contributions with no special funding or other nonemployer contributions. In addition, actual remittances to the PERS system require that the Borough contribute at 22%. After deducting the DC plan contributions (and related OPEB contributions), the remaining remittance (the DBUL) is deposited into the DB plan as noted earlier.

#### **Benefit Terms**

Employees are immediately vested in their own contributions and vest 25% with two years of service, plus an additional 25% per year thereafter for full vesting at five years of service. Nonvested employer contributions are forfeited upon termination of employment from the Plan. Such forfeitures were applied in the year ended June 30, 2023 to cover a portion of the Borough's employer match contributions. For the year ended June 30, 2023, forfeitures reduced pension expense by \$12,832.

## **Employee Contribution Rate**

Employees are required to contribute 8% of their annual covered salary. This amount goes directly to the individual's account.

## **Notes to Basic Financial Statements**

## **Employer Contribution Rate**

For the year ended June 30, 2023, the Borough was required to contribute 5% of covered salary into the Plan.

The Borough and employee contributions to PERS for pensions for the year ended June 30, 2023 were \$138,937 and \$222,298, respectively. The Borough contribution amount was recognized as pension expense/expenditures.

## (c) Defined Benefit OPEB Plans

As part of its participation in PERS, the Borough participates in the following cost-sharing multipleemployer defined benefit OPEB plans: Alaska Retiree Healthcare Trust (ARHCT), Retiree Medical Plan (RMP) and Occupational Death and Disability Plan (ODD).

The ARHCT, a healthcare trust fund, provides major medical coverage to retirees of the DB plan. The ARHCT is self-funded and self-insured. The ARHCT was closed to all new members effective July 1, 2006. Benefits vary by Tier level. The RMP provides major medical coverage to retirees of the PERS DC Plan (Tier IV). The RMP is self-insured. Members are not eligible to use the Plan until they have at least 10 years of service and are Medicare age eligible. The ODD provides death benefits for beneficiaries of plan participants and long-term disability benefits to all active members within PERS. The Plans are administered by the State of Alaska, Department of Administration. The OPEB plans are included in the annual comprehensive financial report for PERS, at the following website https://drb.alaska.gov/docs/reports/#pers.

#### **Employer Contribution Rate**

Employer contribution rates are actuarily determined and adopted by and may be amended by the Board. Employees do not contribute.

Employer contribution rates for the year ended June 30, 2023 were as follows:

	Other	Peace/Fire
Alaska Retiree Healthcare Trust	-%	-%
Retiree Medical Plan	1.10%	1.10%
Occupational Death and Disability	0.30%	0.68%
Total Contribution Rates	1.40%	1.78%

In 2023, the Borough was credited with the following contributions to the OPEB plans:

			Boro	ugh Fiscal	
	Measurem	nent Period		Year	
	J	uly 1, 2021	Ju	ly 1, 2022	
		to		to	
	Jur	ne 30, 2022	June 30, 2023		
			_		
Employer contributions - ARHCT	\$	94,116	\$	-	
Employer contributions - RMP		24,436		30,566	
Employer contributions - ODD		9,290		6,697	
Total Contributions	\$	127,842	\$	37,263	

## **Notes to Basic Financial Statements**

## OPEB Liabilities, OPEB Asset, OPEB Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB Plans

At June 30, 2023, the Borough reported an asset for its proportionate share of the net OPEB asset (NOA) that reflected a reduction for State OPEB support provided to the Borough. The amount recognized by the Borough for its proportional share, the related State proportion, and the total were as follows:

Borough's proportionate share of NOA - ARHCT Borough's proportionate share of NOA - RMP	\$ 2,420,354 58,584
Borough's proportionate share of NOA - ODD	80,898
Total Borough's Proportionate Share of Net OPEB Asset	\$ 2,559,836
State's proportionate share of the ARHCT NOA associated with the	
Borough	691,816
Total Net OPEB Asset	\$ 3,251,652

The total OPEB liability for the June 30, 2022 measurement date was determined by an actuarial valuation as of June 30, 2021 rolled forward to June 30, 2022 and adjusted to reflect updated assumptions to calculate the net OPEB assets as of that date. The Borough's proportion of the net OPEB assets was based on a projection of the Borough's long-term share of contributions to the OPEB plans relative to the projected contributions of all participating entities, actuarially determined.

	June 30, 2021 Measurement Date Employer Proportion	June 30, 2022 Measurement Date Employer Proportion	Change
Borough's proportionate share of the net OPEB assets:			
ARHCT	0.14131%	0.12301%	(0.01830)%
RMP	0.12211%	0.16869%	0.04658 %
ODD	0.13788%	0.18454%	0.04666 %

For the year ended June 30, 2023, the Borough recognized OPEB expense (benefit) of \$(835,488). Of this amount, \$(235,005) was recorded as on-behalf revenue and expense for support provided by the ARHCT plan. OPEB expense (benefit) and on-behalf revenue is listed by plan in the table below:

Plan	0	PEB Expense /benefit)	On-behalf Revenue			
ARHCT RMP ODD	\$	(883,867) 43,885 4,494	\$	(235,005)		
Total	\$	(835,488)	\$	(235,005)		

## **Notes to Basic Financial Statements**

At June 30, 2023, the Borough reported deferred outflows of resources and deferred inflows of resources related to OPEB plans from the following sources:

Deferred Outflows of Resources		ARHCT		RMP		ODD		Total
Difference between expected and actual	÷		¢	2 002	<b>,</b>		<b>.</b>	2 002
experience Changes in assumptions	\$	-	\$	2,903 11,343	\$	-	\$	2,903 11,343
Difference between projected and actual investment earnings		137,315		8,356		2,740		148,411
Changes in proportion and differences between Borough contributions and		.0.,0.0		3,000		_,,		,
proportionate share of contributions Borough contributions subsequent to the		59,960		4,668		5,829		70,457
measurement date		-		30,566		6,697		37,263
T. 10 ( 10 ( )								
Total Deferred Outflows of Resources Related to OPEB Plans	\$	197,275	\$	57,836	\$	15,266	\$	270,377
Deferred Inflows of Resources		ARHCT		RMP		ODD		Total
,								
Difference between expected and actual experience	Ś	(17,131)	ς	(2.302)	ς	(26,539)	ς	(45,972)
Changes in assumptions	Ţ	(111,073)	Ų	(70,245)	Y	(515)	7	(181,833)
Changes in proportion and differences between Borough contributions and		` , ,		, , ,		, ,		, , ,
proportionate share of contributions		-		(3,583)		(15,785)		(19,368)
Total Deferred Inflows of Resources Related to OPEB Plans	\$	(128,204)	\$	(76,130)	\$	(42,839)	\$	(247,173)

Amounts reported as deferred outflows of resources related to OPEB plans resulting from Borough contributions subsequent to the measurement date will be recognized as an increase in the net OPEB assets in the year ending June 30, 2024. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

Year Ending June 30,	ARHCT			RMP	ODD		Total	
2024	\$	(91,306)	\$	(8,171)	\$	(6,680)	\$	(106,157)
2025		(48,156)		(8,579)		(6,817)		(63,552)
2026		(108,485)		(9,869)		(7,252)		(125,606)
2027		317,018		1,550		(3,652)		314,916
2028		-		(10,532)		(4,523)		(15,055)
Thereafter		-		(13,259)		(5,346)		(18,605)
								_
Total Amortization	\$	69,071	\$	(48,860)	\$	(34,270)	\$	(14,059)

## **Notes to Basic Financial Statements**

#### **Actuarial Assumptions**

The total OPEB liability for each plan for the measurement period ended June 30, 2022 was determined by actuarial valuations as of June 30, 2021, using the following actuarial assumptions, applied to all periods included in the measurement, and rolled forward to the measurement date of June 30, 2022:

Actuarial cost method	Entry Age Normal
Amortization method	Unfunded Accrued Actuarial Liability, level percent of pay basis
Inflation	2.50% per year
Salary increases	For peace officers/firefighters, increases range from 8.50% to 3.85% based on service. For all others, increases range from 6.75% to 2.85% based on service.
Allocation methodology	Amounts for the June 30, 2022 measurement date were allocated to employers based on the ratio of the present value of projected future contributions for each employer to the total present value of projected future contributions to the Plan for fiscal years 2023 to 2039.
Investment rate of return	7.25%, net of postemployment healthcare plan investment expenses. This is based on an average inflation rate of 2.50% and a real rate of return of 4.75%.
Healthcare cost trend rates (ARHCT and RMP Plans)	Pre-65 medical: 7.0% grading down to 4.5% Post-65 medical: 5.5% grading down to 4.5% Prescription drug: 7.5% grading down to 4.5% Rx/EGWP: 7.5% grading down to 4.5% Initial trend rates are from FY 2023 Ultimate trend rates reached in FY 2050
Mortality	Pre-commencement mortality rates were based on the Pub-2010

Peace officer/firefighter (ARHCT and RMP Plans)

Safety Employee table, headcount-weighted, and projected with MP-2021 generational improvement. Post-commencement mortality rates for healthy retirees were based on the Pub-2010 Safety Retiree table, headcount-weighted, and projected with MP-2021 generational improvement. Post-commencement mortality rates for disabled retirees were based on the Pub-2010 Safety Disabled Retiree table, headcount-weighted, and projected with MP-2021 generational improvement. Post-commencement mortality rates for beneficiaries were based on the Pub-2010 Contingent Survivor table, headcount-weighted, and projected with MP-2021 generational improvement. These rates are applied only after the death of the original member.

(ODD Plan)

Pre-commencement mortality rates were based on the Pub-2010 Safety Employee table, amount-weighted, and projected with MP-2021 generational improvement. Post-commencement mortality rates for healthy retirees were based on the Pub-2010 Safety Retiree table, amount-weighted, and projected with MP-2021

#### Notes to Basic Financial Statements

generational improvement. Post-commencement mortality rates for disabled retirees were based on the Pub-2010 Safety Disabled Retiree table, amount-weighted, and projected with MP-2021 generational improvement. Post-commencement mortality rates for beneficiaries were based on the Pub-2010 Contingent Survivor table, amount-weighted, and projected with MP-2021 generational improvement. These rates are applied only after the death of the original member.

All others (ARHCT and RMP Plans)

Pre-commencement mortality rates were based on the Pub-2010 General Employee table, headcount-weighted, and projected with MP-2021 generational improvement. Post-commencement mortality rates for healthy retirees were based on 101% of male and 110% of female rates of the Pub-2010 General Retiree table, headcount-weighted, and projected with MP-2021 generational improvement. Post-commencement mortality rates for disabled retirees were based on the Pub-2010 Non-Safety Disabled Retiree table, headcount-weighted, and projected with MP-2021 generational improvement. Post-commencement mortality rates for beneficiaries were based on 101% of male and 108% of female rates of the Pub-2010 Contingent Survivor table, headcountweighted, and projected with MP-2021 generational improvement. These rates are applied only after the death of the original member.

(ODD Plan)

Pre-commencement mortality rates were based on the Pub-2010 General Employee table, amount-weighted, and projected with generational improvement. Post-commencement MP-2021 mortality rates for healthy retirees were based on 98% of male and 106% of female rates of the Pub-2010 General Retiree table, amount-weighted, and projected with MP-2021 generational improvement. Post-commencement mortality rates for disabled retirees were based on the Pub-2010 Non-Safety Disabled Retiree table, amount-weighted, and projected with MP-2021 generational improvement. Post-commencement mortality rates for beneficiaries were based on 102% of male and 108% of female rates of the Pub-2010 Contingent Survivor table, amountweighted, and projected with MP-2021 generational improvement. These rates are applied only after the death of the original member.

(ARHCT and ODD Plans)

Deaths are assumed to result from occupational causes 35% of the time

Participation (ARHCT)

100% of system paid members and their spouses are assumed to elect the healthcare benefits paid as soon as they are eligible. 20% of nonsystem paid members and their spouses are assumed to elect the healthcare benefits as soon as they are eligible.

Other

See the experience study report dated July 15, 2022.

#### Notes to Basic Financial Statements

The total OPEB liability for each plan was determined by actuarial valuations as of June 30, 2021, rolled forward to the measurement date of June 30, 2022 and adjusted to reflect updated assumptions. The updated demographic and economic assumptions were adopted by the Board in June 2022 based on the results of an actuarial experience study for the period from July 1, 2017 to June 30, 2021. The new assumptions were adopted to better reflect expected future experience and are effective June 30, 2022. The actuarial assumptions used in the June 30, 2021 actuarial valuation are the same as those used in the June 30, 2020 valuation with the following exceptions:

- 1. Per capita claims costs were updated to reflect recent experience.
- 2. The amount included in the Normal Cost for administrative expenses was updated to reflect the most recent two years of actual administrative expenses paid for postretirement healthcare plan assets.

## Long-Term Expected Rate of Return

The long-term expected rate of return on OPEB plan investments for each plan was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of postretirement healthcare plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The best estimates of arithmetic rates of return, excluding the inflation component of 2.88% for each major asset class included in the OPEB plan's target asset allocation as of June 30, 2022 are summarized in the following table:

			Long-Term Expected
Asset Class	Target Allocation	Range	Real Rate of Return
			4 - 4 04
Domestic equity	27%	+/- 6%	6.51 %
Global equity (non-U.S.)	18%	+/- 4%	5.70 %
Aggregate bonds	21%	+/- 10%	0.31 %
Opportunistic	<b>6</b> %	+/- 4%	- %
Real assets	14%	+/- 7%	3.71 %
Private equity	14%	+/- 6%	9.61 %
Cash equivalents	-%	-%	(0.50)%

#### Discount Rate

The discount rate used to measure the total OPEB liability for each plan as of June 30, 2022 was 7.25%. The discount rate used changed from the prior measurement date. The projection of cash flows used to determine the discount rate assumed that employer and State contributions will continue to follow the current funding policy which meets State statutes. Based on those assumptions, the fiduciary net position for each plan was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on OPEB plan investments was applied to all periods of projected benefit payments to determine the total OPEB liability for each plan.

## Notes to Basic Financial Statements

## Sensitivity of the Net OPEB Assets to Changes in the Discount Rate

The following presents the Borough's proportionate share of the net OPEB asset calculated using the discount rate of 7.25%, as well as what the Borough's proportionate share of the respective plan's net OPEB asset (liability) would be if it were calculated using a discount rate that is one percentage point lower or one percentage point higher than the current rate:

	Proportional Share	1	1% Decrease (6.25%)	Current Discount Rate (7.25%)	1	1% Increase (8.25%)
Borough's proportionate share of the net OPEB asset (liability):						
ARHCT	0.12301%	\$	1,438,038	\$ 2,420,354	\$	3,244,110
RMP	0.16869%	\$	(10,776)	\$ 58,584	\$	111,477
ODD	0.18454%	\$	76,205	\$ 80,898	\$	84,568

## Sensitivity of the Net OPEB Assets to Changes in the Healthcare Cost Trend Rates

The following presents the Borough's proportionate share of the net OPEB asset calculated using the healthcare cost trend rates as summarized in the 2021 actuarial valuation reports as well as what the Borough's proportionate share of the respective plan's net OPEB asset (liability) would be if it were calculated using healthcare cost trend rates that are one percentage point lower or one percentage point higher than the current healthcare cost trend rates:

	Proportional Share	1	% Decrease	Current Healthcare Cost Trend Rate	1	1% Increase
Borough's proportionate share of						
the net OPEB asset (liability):						
ARHCT	0.12301%	\$	3,341,015	\$ 2,420,354	\$	1,320,902
RMP	0.16869%	\$	118,741	\$ 58,584	\$	(22,442)
ODD	0.18454%	\$	n/a	\$ n/a	\$	n/a

## **OPEB Plan Fiduciary Net Position**

Detailed information about each OPEB plan's fiduciary net position is available in the separately issued PERS financial report.

## (d) Defined Contribution OPEB Plans

PERS DC Pension Plan participants (PERS Tier IV) also participate in the Health Reimbursement Arrangement Plan (HRA Plan). The HRA Plan allows for medical care expense to be reimbursed from individual savings accounts established for eligible persons. The HRA Plan became effective July 1, 2006 at which time contributions by employers began.

#### Notes to Basic Financial Statements

#### **Contribution Rate**

AS 39.30.370 establishes this contribution amount as "three percent of the average annual employee compensation of *all employees of all employers* in the plan". As of July 1, 2022, for actual remittance, this amount is calculated as a flat rate for each full-time or part-time employee per pay period and approximates \$2,237 per year for each full-time employee, and \$1.43 per hour for part-time employees.

## Annual Postemployment Healthcare Cost

In fiscal year 2023, the Borough contributed \$93,145 in DC OPEB costs. This amount has been recognized as expense/expenditures.

## 15. Risk Management

The Borough faces a considerable number of risks of loss, including (a) damage to and loss of property and contents, (b) employee torts, (c) professional liability; i.e., errors and omissions, (d) environmental damage, (e) workers' compensation; i.e., employee injuries, and (f) medical insurance costs of employees. Commercial policies, transferring the risk of loss, except for relatively small deductible amounts, are purchased for employee medical costs. The Borough is a member of Alaska Public Entity Insurance (APEI), a governmental insurance pool. APEI provides insurance coverage for property and contents damage, torts, general and automobile liability, public officials and employees' liability, law enforcement professional liability and workers' compensation. The Borough has no coverage for potential losses from environmental damages. APEI is a public entity risk pool organized to share risks among its members. The Association's bylaws provide for the assessment of supplemental contributions from members in the event that losses and expenses for any coverage year exceed the annual contributions and income earned on such contributions for the year. Such supplemental contributions shall be based upon each member's annual deposit contribution in comparison to the aggregate annual deposit contributions of all members. The Association made no supplemental assessments during the year ended June 30, 2023. Coverage limits and the deductibles on the policies have stayed relatively constant for the last several years.

## 16. Contingencies

#### Grants

Amounts received or receivable from grantor agencies are subject to audit and adjustment by the grantor agencies, principally the federal and State governments. Any disallowed claims, including amounts already collected, would become a liability.

## 17. Subsequent Events

In preparing these financial statements, the Borough has evaluated all other events and transactions for potential recognition or disclosure through April 1, 2024, the date the financial statements were issued.

## Notes to Basic Financial Statements

## 18. Related Party Transactions

In the normal course of business, the Borough may contract for goods or services from vendors whose shareholders, officers, or employees may also be associated with the Borough as an official, assembly member, or employee. The Borough made payments to Southeast Alaska Power Agency for power purchases during 2023 which were in aggregate \$2,814,040.

## 19. New Accounting Pronouncements

The Governmental Accounting Standards Board (GASB) has issued several new accounting standards with upcoming implementation dates (effective dates are adjusted for the issuance of GASB Statement No. 95 - Postponement of the Effective Dates of Certain Authoritative Guidance). The following new accounting standards were implemented by the Borough for 2023 reporting:

GASB Statement No. 91 - Conduit Debt Obligations - Effective for year-end June 30, 2023. This Statement provides a single method of reporting conduit debt obligations by issuers and eliminates diversity in practice associated with commitments extended by issuers, arrangements associated with conduit debt obligations, and related note disclosures. This Statement clarifies the definition of a conduit debt obligation and establishes standards for related accounting and financial reporting. The Borough evaluated the impacts of GASB Statement 91 and determined there to be no impacts to the Borough's financial statements for the current fiscal year.

GASB Statement No. 94 - Public-Private and Public-Public Partnerships and Availability Payment Arrangements - Effective for year-end June 30, 2023. The primary objective of this Statement is to improve financial reporting by addressing issues related to public-private and public-public partnership arrangements (PPPs), and also provide guidance for accounting and financial reporting for availability payment arrangements (APA). The Borough evaluated the impacts of GASB Statement 94 and determined there to be no impacts to the Borough's financial statements for the current fiscal year.

GASB Statement No. 96 - Subscription-Based Information Technology Arrangements - Effective for year-end June 30, 2023. This Statement provides guidance on the accounting and financial reporting for subscription-based information technology arrangements (SBITAs) for government end users. This Statement, among other things, defines a SBITA, establishes that a SBITA results in a right-to-use subscription asset (an intangible asset) and a corresponding subscription liability, provides capitalization criteria for outlays other than subscription payments, and requires note disclosures regarding a SBITA. The Borough evaluated the impacts of GASB Statement 96 and determined there to be no impacts to the Borough's financial statements for the current fiscal year.

GASB Statement No. 99 - Omnibus 2022 - Provisions of this Statement address requirements related to extension of the use of LIBOR, accounting for SNAP distributions, disclosures of nonmonetary transactions, pledges of future revenues by pledging governments, classification of certain provisions in Statement No. 34, as amended, and terminology updates related to Statement No. 53 and Statement No. 63, which are effective upon issuance. The effective date for the provisions of this Statement related to leases, PPPs, and SBITAs are to be implemented for year-end June 30, 2023. The effective date for the provisions of this Statement related to financial guarantees and the classification and reporting of derivative instruments within the scope of Statement No. 53, are to be implemented for year-end June 30, 2024. The Borough evaluated the impacts of GASB Statement 99 and determined there to be no impacts to the Borough's financial statements for the current fiscal year.

#### Item b.

## City and Borough of Wrangell, Alaska

## **Notes to Basic Financial Statements**

The GASB has issued new accounting standards with upcoming implementation dates. Management has not fully evaluated the potential effects of these statements, and actual impacts have not yet been determined. The statements are as follows:

GASB Statement No. 100 - Accounting Changes and Error Corrections - an amendment of GASB Statement No. 62 - Effective for year-end June 30, 2024. Earlier application is encouraged. The primary objective of this Statement is to enhance accounting and financial reporting requirements for accounting changes and error corrections to provide more understandable, reliable, relevant, consistent, and comparable information for making decisions or assessing accountability. GASB Statement No. 101 - Compensated Absences - Effective for year-end June 30, 2025. Earlier application is encouraged. The objective of this Statement is to better meet the information needs of financial statement users by updating the recognition and measurement guidance for compensated absences. That objective is achieved by aligning the recognition and measurement guidance under a unified model and by amending certain previously required disclosures.

GASB Statement No. 102 - Certain Risk Disclosures - Effective for year-end June 30, 2025. Earlier application is encouraged. The objective of this Statement is to provide users of the government financial statements with essential information about risks related to a government's vulnerabilities due to certain concentrations or constraints. The disclosures will provide users with timely information regarding certain concentrations or constraints and related events that have occurred or have begun to occur that make a government vulnerable to a substantial impact.

## Required Supplementary Information

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## General Fund Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual

	Original	Final		Variance with
Year Ended June 30, 2023	Budget	Budget	Actual	Final Budget
Revenues				
Taxes:				
Real property taxes	\$ 1,760,817	\$ 1,780,087	\$ 1,760,035	\$ (20,052)
Property tax penalties and interest	11,144	20,000	10,631	(9,369)
Payments in lieu of taxes	507,616	505,000	493,042	(11,958)
Marijuana taxes	6,364	4,000	6,364	2,364
Sales taxes	3,005,000	3,308,000	3,242,291	(65,709)
Total taxes	5,290,941	5,617,087	5,512,363	(104,724)
Intergovernmental:				
State of Alaska:				
Jail contract	566,958	465,000	425,875	(39,125)
Community assistance	424,620	365,000	424,620	59,620
Library grants	-	27,228	34,096	6,868
State PERS relief	200,000	160,000	66,118	(93,882)
Other grant revenue	22,000	63,906	232,659	168,753
Total State of Alaska	1,213,578	1,081,134	1,183,368	102,234
Federal government -				
ARPA grant revenue - General Fund portion	242,992	242,992	249,120	6,128
Total intergovernmental	1,456,570	1,324,126	1,432,488	108,362
Charges for services:				
Cemetery services	6,590	11,238	7,887	(3,351)
DMV services	100,000	70,000	109,085	39,085
Police services	1,638	3,000	2,212	(788)
911 surcharge	-	45,000	48,651	3,651
Total charges for services	108,228	129,238	167,835	38,597
Calan and larger				
Sales and leases:	(2, 100	(2, 400	(4.224	(4.460)
Court rental	62,400	62,400	61,231	(1,169)
Tideland leases	43,000	42,222	41,670	(552)
Material sales	569	2,000	569	(1,431)
Cemetery plot sales	1,249	2,162	839	(1,323)
Total sales and leases	107,218	108,784	104,309	(4,475)
Fines and forfeitures	9,727	6,000	14,668	8,668
Investment income	301,801	78,520	678,730	600,210
Other revenues:				
Licenses and permits	2,405	1,800	2,469	669
Copies	2,500	-,555	1,136	1,136
Donations	6,500	6,500	10,070	3,570
Miscellaneous	107,211	80,500	5,847	(74,653)
Total other revenues	118,616	88,800	19,522	(69,278)
Total Other revenues	110,010	50,000	17,322	(07,270)
Total Revenues	7,393,101	7,352,555	7,929,915	577,360

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# General Fund Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual, continued

		Original		Final		l		Variance with	
Year Ended June 30, 2023		Budget		Budget		Actual		Final Budget	
Expenditures									
General government:									
Administration	\$	452,273	\$	463,793	\$	475,441	\$	(11,648)	
Clerk and Assembly		243,565		227,434		275,541		(48,107)	
Finance		707,217		718,470		1,032,853		(314,383)	
Total general government		1,403,055		1,409,697		1,783,835		(374,138)	
Public safety:									
Fire		316,940		351,865		331,285		20,580	
Police		1,117,941		1,373,762		1,269,647		104,115	
Corrections and dispatch		448,789		422,747		485,361		(62,614)	
Building		153,310		323,164		146,389		176,775	
Total public safety		2,036,980		2,471,538		2,232,682		238,856	
Public works:									
General		E44 242		E24 040		464 014		72 025	
		511,343		536,949		464,914		72,035	
Garage		202,875		293,802		307,139 481,977		(13,337)	
Streets		441,571		483,986				2,009	
Capital facilities		174,791		252,325		258,682		(6,357)	
Total public works		1,330,580		1,567,062		1,512,712		54,350	
Community services:									
Cemetery		4,357		3,974		27,240		(23,266)	
Economic development and planning		211,387		170,859		250,019		(79,160)	
Community organization		50,000		50,000		50,000		-	
Library		289,035		880,070		456,576		423,494	
Total community services		554,779		1,104,903		783,835		321,068	
Total Expenditures		5,325,394		6,553,200		6,313,064		240,136	
Excess of Revenues Over Expenditures		2,067,707		799,355		1,616,851		817,496	
Other Financing Sources (Uses)									
Transfers in		_		678,621		_		(678,621)	
Transfers out		(1,884,653)		(2,207,270)		(2,231,175)		(23,905)	
Proceeds from bonds issued		-		(_,, ,, ,,	,	3,100,000		3,100,000	
Premium on bonds issued		-		-		429,850		429,850	
Net Other Financing Sources (Uses)		(1,884,653)		(1,528,649)		1,298,675		2,827,324	
Net Change in Fund Balance	\$	183,054	\$	(729,294)		2,915,526	\$	3,644,820	
Fund Balance, beginning					- 1	0,105,422			
							-		
Fund Balance, ending					\$ 1	3,020,948	-		

See accompanying notes to Required Supplementary Information.



## Permanent Fund Special Revenue Fund Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual

	Original				Variance
		and Final			with
Year Ended June 30, 2023		Budget		Actual	Budget
_					
Revenues					
Investment income	\$	264,329	\$	568,305	\$ 303,976
Lease revenue		35,880		28,246	(7,634)
Land and lot sales		-		170,389	170,389
Total Revenues		300,209		766,940	466,731
Excess of Revenues					
Over (Under) Expenditures		300,209		766,940	466,731
Other Financing Uses - transfers out		(250,000)		-	250,000
Net Change in Fund Balance	\$	50,209		766,940	\$ 716,731
net change in i and balance		,			 ,
Fund Balance, beginning				8,725,742	
Fund Balance, ending			\$	9,492,682	

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See accompanying notes to Required Supplementary Information.



## Secure Rural Schools Special Revenue Fund Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual

	Original		Variance
	and Final		with
Year Ended June 30, 2023	Budget	Actual	Budget
Revenues			
Intergovernmental - national forest receipts	\$ 1,571,998	\$1,091,177	\$ (480,821)
Expenditures			
Education - contributions to school district	876,140	876,259	(119)
Capital outlay	998,692	593,113	405,579
Total Expenditures	1,874,832	1,469,372	405,460
Excess of Revenues Over (Under) Expenditures	(302,834)	(378,195)	(75,361)
Other Financing Uses			
Transfers out	-	(35,353)	(35,353)
Net Change in Fund Balance	\$ (302,834)	(413,548)	\$ (110,714)
Fund Balance, beginning		2,260,980	
·			
Fund Balance, ending		\$1,847,432	

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See accompanying notes to Required Supplementary Information.

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## Parks and Recreation Special Revenue Fund Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual

	Original			Variance
	and Final			with
Year Ended June 30, 2023	Budget	Actual		Budget
Revenues				
Intergovernmental:				
State PERS relief	\$ 10,504	\$ 5,245	\$	(5,259)
Other grant revenue	981,712	657,306		(324,406)
Charges for services - user fees	77,600	65,076		(12,524)
Investment income	50,000	76,098		26,098
Other:	,	·		·
Donations and contributions	7,550	4,157		(3,393)
Rental revenue	12,500	11,587		(913)
Total Revenues	1,139,866	819,469		(320,397)
Expenditures				
Parks and recreation:				
Personnel services	415,302	354,633		60,669
Commodities	174,300	126,852		47,448
Contractual services	214,976	157,835		57,141
Intergovernmental	26,400	20,322		6,078
Capital outlay	2,213,291	745,654		1,467,637
Total Expenditures	3,044,269	1,405,296		1,638,973
Excess of Revenues Over				
(Under) Expenditures	(1,904,403)	(585,827)		1,318,576
Other Financing Sources				
Transfers in	1,904,403	443,885	(	(1,460,518)
Net Change in Fund Balance	\$ -	(141,942)	\$	(141,942)
Fund Balance, beginning		 1,427,599		
Fund Balance, ending		\$ 1,285,657		

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See accompanying notes to Required Supplementary Information.



## Public Employees' Retirement System - Pension Plan Schedule of the Borough's Proportionate Share of the Net Pension Liability

			•				<u> </u>		
Years Ended June 30,	2023	2022	2021	2020	2019	2018	2017	2016	2015
Borough's Proportion of the Net Pension Liability Borough's Proportionate Share of	0.12382%	0.14074%	0.11320%	0.10645%	0.11124%	0.10179%	0.12813%	0.12944%	0.09481%
the Net Pension Liability	\$ 6,310,990	\$ 5,162,924	\$ 6,680,252	\$ 5,827,496	\$ 5,527,598	\$ 5,261,718	\$ 7,161,690	\$ 6,277,982	\$ 4,421,796
State of Alaska Proportionate Share of the Net Pension Liability	1,745,376	700,042	2,763,265	2,319,355	1,601,473	1,960,717	901,438	1,682,286	3,807,733
Total Net Pension Liability	\$ 8,056,366	\$ 5,862,966	\$ 9,443,517	\$ 8,146,851	\$ 7,129,071	\$ 7,222,435	\$ 8,063,128	\$ 7,960,268	\$ 8,229,529
Borough's Covered Payroll Borough's Proportionate Share of the	\$ 3,740,679	\$ 3,638,702	\$ 3,782,294	3,516,156	3,289,940	3,185,949	3,146,642	3,219,425	3,598,834
Net Pension Liability as a Percentage of Payroll	168.71%	141.89%	176.62%	165.73%	168.02%	165.15%	227.60%	195.00%	122.87%
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	67.97%	76.46%	61.61%	63.42%	65.19%	63.37%	59.55%	63.96%	62.37%
		Schedule of	the Boroug	gh's Contrib	utions				
Years Ended June 30,	2023	2022	2021	2020	2019	2018	2017	2016	2015
Contractually Required Contributions Contributions Relative to the Contractually	\$ 707,567	\$ 587,192	\$ 552,368	\$ 510,456	\$ 508,139	\$ 525,495	\$ 537,369	\$ 343,399	\$ 340,908
Required Contribution	707,567	587,192	552,368	510,456	508,139	525,495	537,369	343,399	340,908
Contribution Deficiency (Excess)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Borough's Covered Payroll	\$ 4,127,891	\$ 3,740,679	\$ 3,638,702	\$ 3,782,294	\$ 3,516,156	\$ 3,289,940	\$ 3,185,949	\$ 3,146,642	\$ 3,219,425
Contributions as a Percentage of Covered Payroll	17.14%	15.70%	15.18%	13.50%	14.45%	15.97%	16.87%	10.91%	10.59%



## Public Employees' Retirement System - ARHCT OPEB Plan Schedule of the Borough's Proportionate Share of the Net OPEB Liability (Asset)

			AR	HCT		
Years Ended June 30,	2023	2022	2021	2020	2019	2018
Borough's Proportion of the Net OPEB Liability (Asset) Borough's Proportionate Share of the	0.12301%	0.14131%	0.11312%	0.10664%	0.11123%	0.10186%
Net OPEB Liability (Asset)	\$ (2,420,354)	\$ (3,625,053)	\$ (512,271)	\$ 158,227	\$ 1,141,549	\$ 860,457
State of Alaska Proportionate Share of the						
Net OPEB Liability (Asset)	(691,816)	(474,726)	(212,422)	62,826	332,145	320,648
Total Net OPEB Liability (Asset)	\$ (3,112,170)	\$ (4,099,779)	\$ (724,693)	\$ 221,053	\$ 1,473,694	\$ 1,181,105
Borough's Covered Payroll Borough's Proportionate Share of the	\$ 1,456,890	\$ 1,529,297	\$ 1,717,381	2,228,533	2,085,158	3,185,949
Net OPEB Liability (Asset) as a Percentage of Payroll Plan Fiduciary Net Position as a Percentage	-166.13%	-237.04%	-29.83%	7.10%	54.75%	27.01%
of the Total OPEB Liability (Asset)	128.51%	135.54%	106.15%	98.13%	88.12%	89.68%

## Schedule of the Borough's Contributions

				ARI	НСТ			
Years Ended June 30,	 2023	3	2022	2021		2020	2019	2018
Contractually Required Contributions Contributions Relative to the Contractually	\$ -	\$	94,116	\$ 118,568	\$	187,978	\$ 165,982	\$ 136,960
Required Contributions	-		94,116	118,568		187,978	165,982	136,960
Contribution Deficiency (Excess)	\$ -	\$	-	\$ -	\$	-	\$ -	\$ -
Borough's Covered Payroll	\$ 1,357,337	\$	1,456,889	\$ 1,529,297	\$	1,717,381	\$ 2,228,533	\$ 2,085,158
Contributions as a Percentage of Covered Payroll	0.00%	,	6.46%	7.75%		10.95%	7.45%	6.57%



## Public Employees' Retirement System - RMP OPEB Plan Schedule of the Borough's Proportionate Share of the Net OPEB Liability (Asset)

			RA	۸Р			
Years Ended June 30,	2023	2022	2021		2020	2019	2018
Borough's Proportion of the Net OPEB Liability (Asset) Borough's Proportionate Share of the	0.16869%	0.12211%	0.15283%		0.13726%	0.10645%	0.10277%
Net OPEB Liability (Asset)	\$ (58,584)	\$ (32,776)	\$ 10,841	\$	32,838	\$ 13,546	\$ 5,359
State of Alaska Proportionate Share of the Net OPEB Liability (Asset)			-			-	
Total Net OPEB Liability (Asset)	\$ (58,584)	\$ (32,776)	\$ 10,841	\$	32,838	\$ 13,546	\$ 5,359
Borough's Covered Payroll Borough's Proportionate Share of the	\$ 2,283,789	\$ 2,109,405	\$ 2,064,913	\$	1,287,623	\$ 1,204,782	\$ 3,185,949
Net OPEB Liability (Asset) as a Percentage of Payroll	-2.57%	-1.55%	0.53%		2.55%	1.12%	0.17%
Plan Fiduciary Net Position as a Percentage							
of the Total OPEB Liability (Asset)	120.08%	115.10%	0.00%		83.17%	88.71%	93.98%

## Schedule of the Borough's Contributions

			R/	ΝР			
Years Ended June 30,	2023	2022	2021		2020	2019	2018
Contractually Required Contributions Contributions Relative to the Contractually	\$ 30,566	\$ 24,436	\$ 26,766	\$	27,263	\$ 16,108	\$ 12,409
Required Contributions	30,566	24,436	26,766		27,263	16,108	12,409
Contribution Deficiency (Excess)	\$ -	\$ -	\$ -	\$	-	\$ -	\$ 
Borough's Covered Payroll	\$ 2,770,554	\$ 2,283,789	\$ 2,109,405	\$	2,064,913	\$ 1,287,623	\$ 1,204,782
Contributions as a Percentage of Covered Payroll	1.10%	1.07%	1.27%		1.32%	1.25%	1.03%



## Public Employees' Retirement System - ODD OPEB Plan Schedule of the Borough's Proportionate Share of the Net OPEB Liability (Asset)

			00	DD			
Years Ended June 30,	 2023	2022	2021		2020	2019	2018
Borough's Proportion of the Net OPEB Liability (Asset) Borough's Proportionate Share of the	0.18454%	0.13788%	0.17568%		0.14984%	0.10645%	0.10277%
Net OPEB Liability (Asset)	\$ (80,898)	\$ (60,768)	\$ (47,890)	\$	(36,328)	\$ (20,674)	\$ (14,582)
State of Alaska Proportionate Share of the Net OPEB Liability (Asset)	-	-	-		-	-	-
Total Net OPEB Liability (Asset)	\$ (80,898)	\$ (60,768)	\$ (47,890)	\$	(36,328)	\$ (20,674)	\$ (14,582)
Borough's Covered Payroll Borough's Proportionate Share of the	\$ 2,283,789	\$ 2,109,405	\$ 2,064,913	\$	1,287,623	\$ 1,204,782	\$ 3,185,949
Net OPEB Liability (Asset) as a Percentage of Payroll	-3.54%	-2.88%	-2.32%		-2.82%	-1.72%	-0.46%
Plan Fiduciary Net Position as a Percentage of the Total OPEB Liability (Asset)	348.80%	374.22%	283.80%		297.43%	270.62%	212.97%

## Schedule of the Borough's Contributions

			OI	DD			
Years Ended June 30,	 2023	2022	2021		2020	2019	2018
Contractually Required Contributions Contributions Relative to the Contractually	\$ 6,697	\$ 9,290	\$ 4,801	\$	7,705	\$ 6,118	\$ 2,473
Required Contributions	6,697	9,290	4,801		7,705	6,118	2,473
Contribution Deficiency (Excess)	\$ -	\$ -	\$ -	\$	-	\$ -	\$ 
Borough's Covered Payroll	\$ 2,770,554	\$ 2,283,789	\$ 2,109,405	\$	2,064,913	\$ 1,287,623	\$ 1,204,782
Contributions as a Percentage of Covered Payroll	0.24%	0.41%	0.23%		0.37%	0.17%	0.21%

## Notes to Required Supplementary Information June 30, 2023

#### 1. Budgetary Comparison Schedules

The budgetary comparison schedules are presented on the modified accrual basis of accounting.

#### 2. Public Employees' Retirement System Pension Plan

#### Schedule of the Borough's Proportionate Share of the Net Pension Liability

This table is presented based on the Plan measurement date. For June 30, 2023, the Plan measurement date is June 30, 2022.

#### Changes in Assumptions:

The total pension liability was determined by an actuarial valuation as of June 30, 2021, rolled forward to the measurement date of June 30, 2022 and adjusted to reflect updated assumptions. The updated demographic and economic assumptions were adopted by the Board in June 2022 based on the results of an actuarial experience study for the period July 1, 2017 to June 30, 2021. The new assumptions were adopted to better reflect expected future experience and are effective June 30, 2022.

In 2022, the discount rate was lowered from 7.38% to 7.25%.

Amounts reported reflect a change in assumptions between 2016 and 2017 in the method of allocating the net pension liability from actual contributions to present value of projected future contributions.

GASB requires ten years of information be presented. However, until a full ten years of information is available, the Borough will present only those years for which information is available.

#### Schedule of the Borough's Contributions

This table is based on the Borough's contributions for each fiscal year presented. These contributions have been reported as a deferred outflow of resources on the Statement of Net Position.

GASB requires ten years of information be presented. However, until a full ten years of information is available, the Borough will present only those years for which information is available.

## Notes to Required Supplementary Information, continued June 30, 2023

#### 3. Public Employees' Retirement System OPEB Plans

#### Schedule of the Borough's Proportionate Share of the Net OPEB Asset and Liability

This table is presented based on the Plan measurement date. For June 30, 2023, the Plan measurement date is June 30, 2022.

#### Changes in Assumptions:

The total OPEB liability for each plan was determined by actuarial valuations as of June 30, 2021, rolled forward to the measurement date of June 30, 2022 and adjusted to reflect updated assumptions. The updated demographic and economic assumptions were adopted by the Board in June 2022 based on the results of an actuarial experience study for the period from July 1, 2017 to June 30, 2021. The new assumptions were adopted to better reflect expected future experience and are effective June 30, 2022. The actuarial assumptions used in the June 30, 2021 actuarial valuation are the same as those used in the June 30, 2020 valuation with the following exceptions:

- 1. Per capita claims costs were updated to reflect recent experience.
- 2. The amount included in the Normal Cost for administrative expenses was updated to reflect the most recent two years of actual administrative expenses paid for postretirement healthcare plan assets.

In 2022, the discount rate was lowered from 7.38% to 7.25%.

In 2019, an Employer Group Waiver Plan (EGWP) was implemented effective January 1, 2019. This arrangement replaced the Retiree Drug Subsidy (RDS) under Medicare Part D and resulted in largest projected subsidies to offset the cost of prescription drug coverage.

GASB requires ten years of information be presented. However, until a full 10 years of information is available, the Borough will present only those years for which information is available.

#### Schedule of the Borough's Contributions

This table is based on the Borough's contributions for each fiscal year presented. These contributions have been reported as a deferred outflow of resources on the Statement of Net Position.

GASB requires ten years of information be presented. However, until a full ten years of information is available, the Borough will present only those years for which information is available.

Supplementary Information



# Governmental Funds Schedule of Expenditures

		Secure			
		Rural	Parks and		
		Schools	Recreation		
		Special	Special	Nonmajor	
Year Ended June 30, 2023	General	Revenue	Revenue	Funds	Total
Francisco diterraci					
Expenditures					
Personnel services	\$ 4,270,559	\$ -	\$ 354,633	\$ 256,060	\$ 4,881,252
Commodities	677,965	-	126,852	258,754	1,063,571
Contractual service	1,538,982	-	157,835	440,522	2,137,339
Intergovernmental	(174,442)	-	20,322	26,728	(127,392)
Department specific expenditures	-	876,259	-	761,584	1,637,843
Debt service interest	-	-	-	45,639	45,639
Capital outlay	-	593,113	745,654	76,267	1,415,034
Total Expenditures	\$ 6,313,064	\$ 1,469,372	\$ 1,405,296	\$ 1,865,554	\$ 11,053,286



#### Nonmajor Governmental Funds Combining Balance Sheet

													Tota
		Sp	ecia	l Revenue Fi	unds				•		ect Funds		Nonmajo
						WPSD	Resident		Industrial		AAHI Duamantu		Govern
		Transient		Nolan	<i>.</i>	Local	Constru		Construc-		Mill Property	Misc-	menta
June 30, 2023		Tax	:	Center	Contr	ibutions	tı	on	tion		Development	ellaneous	Fund
Assets													
Cash and investments	\$	477,397	\$	108,277	\$ 6	34,608	\$ 2,498,01	5 \$	455,229	\$	1,298,901	\$ 129,218	\$ 5,601,64
Receivables:													
Sales taxes		-		-	1	73,496		-	-		-	-	173,496
Accounts		8,976		109,190		-		-	-		-	258	118,424
Inventory		-		62,068		-		-	-		-	-	62,068
Total Assets	\$	486,373	\$	279,535	\$ 8	308,104	\$ 2,498,01	5 \$	455,229	\$	1,298,901	\$ 129,476	\$ 5,955,633
Liabilities, Deferred Inflows of Resources, and Fund Balances													
Liabilities													
Accounts payable	\$	16,580	\$	29,379	\$	-	\$ 5,08	4 \$	-	\$	-	\$ -	\$ 51,043
Unearned revenue		-		10,350		-		-	-		-	-	10,350
Total Liabilities		16,580		39,729		-	5,08	4	-		-	-	61,393
Deferred Inflows of Resources Related to land sales		-		-		-		-	6,258		-	-	6,258
Fund Balances													
Nonspendable - inventory		-		62,068		-		-	-		-	-	62,068
Restricted- schools		-		, -	8	308,104		_	-		-	-	808,104
Committed:						ŕ							ŕ
Community services		469,793		-		-		-	-		-	-	469,793
Land development		· -		-		-		-	448,971		1,298,901	-	1,747,872
Assigned:													
Projects		-		177,738		-	2,492,93	1	-		-	129,476	2,800,14
Total Fund Balances		469,793		239,806	8	308,104	2,492,93	1	448,971		1,298,901	129,476	5,887,982
Total Liabilities, Deferred Inflows of Resources,													
and Fund Balances	Ś	486,373	Ś	279,535	\$ 8	808,104	\$ 2,498,01	5 \$	455,229	Ś	1,298,901	\$ 129,476	\$ 5,955,633

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# Nonmajor Governmental Funds Combining Statement of Revenues, Expenditures and Changes in Fund Balances

		Special Re	evenue Fund	ls			Capital Pro	oject Funds		Total
		•		WPSD	Debt	Residential	Industrial	•		Nonmajor
	Transient	Nolan	COVID-19	Loca		Construc-	Construc-	Mill Property	Misc-	Governmental
Year Ended June 30, 2023	Tax	Center	Response	Contributions	Fund	tion	tion	Development	ellaneous	Funds
Revenues										
Taxes	\$ 95,393	\$ -	\$ -	\$ 808,898	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 904,291
Intergovernmental	2,591	158,909	109,680	-	2,730	-	-	-	-	273,910
Charges for services	-	132,914	-	-	-	-	-	-	-	132,914
Investment income	-	549	-	-	-	-	2,586	-	-	3,135
Land sales and improvements	-	-	-	-	-	315,078	-	-	-	315,078
Other	-	292,001	-	-	-	-	4,489	-	-	296,490
Total Revenues	97,984	584,373	109,680	808,898	2,730	315,078	7,075	-	-	1,925,818
Expenditures										
General government	-	-	5,372	7,783	-	214,839	20,452	6,234	-	254,680
Community services	80,692	666,787	-	-	-	-	-	-	-	747,479
Education	-	-	-	741,489	-	-	-	-	-	741,489
Debt service- interest	-	-	-	-	45,639	-	-	-	-	45,639
Capital outlay	49,380	-	-	-	-	-	-	25,000	1,887	76,267
Total Expenditures	130,072	666,787	5,372	749,272	45,639	214,839	20,452	31,234	1,887	1,865,554
Excess of Revenues Over (Under) Expenditures	(32,088)	(82,414)	104,308	59,626	(42,909)	100,239	(13,377)	(31,234)	(1,887)	60,264
Other Financing Sources Transfers in	-	197,260	33,887	23,020	35,353	2,206,123	-	-	-	2,495,643
Net Change in Fund Balances	(32,088)	114,846	138,195	82,646	(7,556)	2,306,362	(13,377)	(31,234)	(1,887)	2,555,907
Fund Balances (Deficit), beginning	501,881	124,960	(138,195)	725,458	7,556	186,569	462,348	1,330,135	131,363	3,332,075
Fund Balances, ending	\$ 469,793	\$ 239,806	\$ -	\$ 808,104	\$ -	\$ 2,492,931	\$ 448,971	\$ 1,298,901	\$ 129,476	\$ 5,887,982

## **Special Revenue Funds**

#### Transient Tax

This fund accounts for transient occupancy tax revenue, which is used to develop and implement a visitor industry program.

#### Parks and Recreation

This fund accounts for the operations and maintenance of the swimming pool recreational activities and parks.

#### Nolan Center

This fund accounts for the operating activities of the museum, civic center, Nolan center and theater.

#### Permanent Fund

This fund accounts for monies set aside to help provide future economic stability to the citizens of Wrangell.

#### Secure Rural Schools

This fund is established to provide for the receipt and subsequent use of National Forest Receipt monies.

#### **WPSD Local Contributions**

This fund is used to account for the portion of sales tax revenue that is designated for the Wrangell Public School District.

#### **COVID-19 Response**

This fund is used to account for the Borough's financial resources received and expended related to the Coronavirus Aid, Relief, and Economic Security (CARES) Act.



# Transient Tax Special Revenue Fund Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual

Years Ended June 30,		2023		2022
			Variance	
			with	
	Budget	Actual	Budget	Actual
Revenues				
Transient and excise taxes	\$ 112,000	\$ 95,393	\$ (16,607)	\$ 119,921
Advertising and promotion	-	-	-	125
Intergovernmental	8,000	2,591	(5,409)	6,127
Total Revenues	120,000	97,984	(22,016)	126,173
Expenditures				
Community services:				
Commodities	9,420	2,229	7,191	3,542
Contractual services	75,405	78,463	(3,058)	34,825
Capital outlay	100,000	49,380	50,620	-
Total Expenditures	184,825	130,072	54,753	38,367
Excess of Revenues Over (Under) Expenditures	(64,825)	(32,088)	32,737	87,806
Other Financing Uses				
Transfers out	(112,000)	-	112,000	(24,000)
Net Change in Fund Balance	\$ (176,825)	(32,088)	\$ 144,737	63,806
Fund Balance, beginning		501,881		438,075
Fund Balance, ending		\$ 469,793		\$ 501,881



#### Parks and Recreation Special Revenue Fund Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual

Years Ended June 30,				202					2022
	<del>-</del>	<u> </u>		Actua				Variance	
	Budget	Swimming Pool	Parks	Recreational Activity	Walker Foundation	Interfund Eliminations	Total	with Budget	Actua
	budget	FOOL	rains	Activity	Touridation	Lummations	Totat	budget	Actua
Revenues									
Intergovernmental:									
State PERS relief	\$ 10,504	5,245 \$	- \$	- \$	-	\$ -	\$ 5,245 \$	(5,259)	\$ 13,227
Other grant revenue	981,712	-	-	-	657,306	-	657,306	(324,406)	122,906
Charges for services - user fees	77,600	51,189	1,570	12,317	-	-	65,076	(12,524)	69,238
Investment income (loss)	50,000	76,098	-	-	-	-	76,098	26,098	(161,278
Other:									
Donations and contributions	7,550	4,137	20	-	-	-	4,157	(3,393)	5,230
Rental revenue	12,500	2,751	5,090	3,746	-	-	11,587	(913)	9,865
Total Revenues	1,139,866	139,420	6,680	16,063	657,306	-	819,469	(320,397)	59,188
Expenditures									
Parks and recreation:									
Personnel services	415,302	240,129	16,054	98,450	_	_	354,633	60,669	357,836
Commodities	174,300	92,099	28,149	6,604	_	-	126,852	47,448	306,826
Contractual services	214,976	139,715	8,046	10,074	-	-	157,835	57,141	176,286
Intergovernmental	26,400	20,322	-	-	_	-	20,322	6,078	
Capital outlay	2,213,291	14,694	23,857	-	707,103	-	745,654	1,467,637	-
Total Expenditures	3,044,269	506,959	76,106	115,128	707,103	-	1,405,296	1,638,973	840,948
Excess of Revenues Over									
(Under) Expenditures	(1,904,403)	(367,539)	(69,426)	(99,065)	(49,797)	-	(585,827)	1,318,576	(781,760
Other Financing Sources (Uses)									
Transfers in	1,904,403	1,554,684	390,315	577,622	159,649	(2,238,385)	443,885	(1,460,518)	763,253
Transfers out	<u> </u>	(2,238,385)	-	<u>-</u>	-	2,238,385	, 	-	(10,104
Net Other Financing Sources (Uses)	1,904,403	(683,701)	390,315	577,622	159,649	-	443,885	(1,460,518)	753,149
Net Change in Fund Balance	\$ - 9	\$ (1,051,240) \$	320,889 \$	478,557 \$	109,852	\$ -	(141,942) \$	(141,942)	(28,611
Fund Balance, beginning						_	1,427,599		1,456,210
Fund Balance, ending							\$ 1,285,657		\$ 1,427,599



#### Nolan Center Special Revenue Fund Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual

Years Ended June 30,					2023					2022
	_	·			Actual				Variance	
		Nolan		Civic			Interfund		with	
	Budget	Center	Museum	Center	Theater	Other	Eliminations	Total	Budget	Actual
Revenues										
Intergovernmental:										
State PERS relief	\$ 6,000 \$	4,044 \$	- \$	- \$	- \$	- \$	- \$	4,044	(1,956)	5,996
Other grant revenue	320,000	20,000	-	- '	- '	134,865	-	154,865	(165,135)	2,195
Charges for services:	·	•						•	, , ,	•
Admissions	70,000	_	27,390	-	19,744	-	-	47,134	(22,866)	5,084
Concessions	115,000	_	56,070	_	29,710	_	-	85,780	(29,220)	33,375
Investment income	85,000	549	-	_	-	-	-	549	(84,451)	521
Other:	,								(- , - ,	
Donations and contributions	2,000	250,000	4,350	-	-	-	-	254,350	252,350	_
Rental revenue	13,000	-	-	36,697	-	-	-	36,697	23,697	2,947
Miscellaneous	550	-	-	954	-	-	-	954	404	-,
Total Revenues	611,550	274,593	87,810	37,651	49,454	134,865	-	584,373	(27,177)	50,118
Expenditures										
Community services:										
Personnel services	243,823	5,243	101,591	117,678	26,176	-	-	250,688	(6,865)	147,889
Commodities	787,500	57,357	30,490	4,876	11,728	144,291	-	248,742	538,758	46,187
Contractual services	121,375	118,642	1,892	-	-	-	-	120,534	841	174,108
Intergovernmental	49,929	26,728	-	-	-	-	-	26,728	23,201	-
Capital outlay	-	-	-	-	-	-	-	-	-	-
Department specific expenditures	18,000	-	-	-	20,095	-	-	20,095	(2,095)	19,696
Total Expenditures	1,220,627	207,970	133,973	122,554	57,999	144,291	-	666,787	553,840	387,880
Excess of Revenues										
Over (Under) Expenditures	(609,077)	66,623	(46,163)	(84,903)	(8,545)	(9,426)	-	(82,414)	526,663	(190,912)
Other Financing Sources (Uses)										
Transfers in	609,077	199,470	-	-	-	-	(2,210)	197,260	(411,817)	266,519
Transfers out	-	(2,210)	-	-	-	-	2,210	-	-	-
Net Other Financing Sources (Uses)	609,077	197,260	-	-	-		-	197,260	(411,817)	266,519
Net Change in Fund Balance	\$ -							114,846	114,846	75,607
Fund Balance, beginning							_	124,960	_	49,353
Fund Balance, ending							\$	239,806	9	124,960



## Permanent Fund Special Revenue Fund Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual

V 5.1.1.1 20		2022		2022
Years Ended June 30,		2023	Ma wi a va a a	2022
			Variance	
	Dodask	A =4=1	with	A street
	Budget	Actual	Budget	Actual
Revenues				
Investment income (loss)	\$ 264,329	\$ 568,305	\$ 303,976	\$ (905,482)
Lease revenue	35,880	28,246	(7,634)	10,980
Land and lot sales	-	170,389	170,389	<u>-</u>
				_
Total Revenues	300,209	766,940	466,731	(894,502)
Excess of Revenues				
Over (Under) Expenditures	300,209	766,940	466,731	(894,502)
Other Financing Uses				
Transfers out	(250,000)	-	250,000	
Net Change in Fund Balance	\$ 50,209	766,940	\$ 716,731	(894,502)
Fund Balance, beginning		8,725,742		9,620,244
Fund Balance, ending		\$ 9,492,682		\$ 8,725,742



## Secure Rural Schools Special Revenue Fund Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual

Years Ended June 30,		2023		2022
			Variance	
			with	
	Budget	Actual	Budget	Actual
Revenues				
Intergovernmental - national forest receipts	\$ 1,571,998	\$ 1,091,177	\$ (480,821)	\$1,171,312
	. , ,	, , ,	. ( , , ,	
Expenditures				
Education - contributions to school district	876,140	876,259	(119)	1,303,068
Capital outlay	998,692	593,113	405,579	40,449
Total Expenditures	1,874,832	1,469,372	405,460	1,343,517
Excess of Revenues				
Over (Under) Expenditures	(302,834)	(378,195)	(75,361)	(172,205)
Over (Orider) Experialitares	(302,034)	(370,173)	(73,301)	(172,203)
Other Financing Uses				
Transfers out	-	(35,353)	(35,353)	-
				_
Net Change in Fund Balance	\$ (302,834)	(413,548)	\$ (110,714)	(172,205)
Fund Balance, beginning		2,260,980		2,433,185
r and balance, beginning		2,200,700		2,733,103
Fund Balance, ending		\$ 1,847,432		\$2,260,980



## WPSD Local Contributions Special Revenue Fund Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual

Years Ended June 30,		2023		2022		
			Variance			
			with			
	Budget	Actual	Budget		Actual	
Revenues						
Sales taxes	\$ -	\$ 808,898	\$ 808,898	\$	725,458	
Expenditures						
General government - commodities	-	7,783	(7,783)		-	
Education - contributions to school district	741,489	741,489	-		-	
Total Expenditures	741,489	749,272	(7,783)		-	
Excess of Revenues						
Over (Under) Expenditures	(741,489)	59,626	801,115		-	
Other Financing Sources						
Transfers in	662,000	23,020	(638,980)		-	
Net Change in Fund Balance	\$ (79,489)	82,646	\$ 162,135		725,458	
Fund Balance, beginning		725,458			-	
Fund Balance, ending		\$ 808,104		\$	725,458	

Item b.

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## **Debt Service Fund**

The Debt Service Fund accounts for the accumulation of monies for payments of various general obligation bonds. Servicing of this debt requires various annual and semi-annual payments of principal and interest. Financing is provided by transfers, determined annually by budget, from other funds, and by the State of Alaska debt reimbursement program.



## Debt Service Fund Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual

Years Ended June 30,		2023		 2022
			Variance	
			with	
	Budget	Actual	Budget	Actual
Revenues				
Intergovernmental - State of Alaska	\$ -	\$ 2,730	\$ 2,730	\$ -
Expenditures				
Debt service- Interest	-	45,639	(45,639)	-
Excess of Revenues				
Over (Under) Expenditures	-	(42,909)	(42,909)	-
Other Financing Sources				
Transfers in	-	35,353	35,353	
Net Change in Fund Balance	\$ _	(7,556)	\$ (7,556)	-
Fund Balance, beginning		7,556		7,556
Fund Balance, ending		\$ -		\$ 7,556

## **Capital Project Funds**

#### **Residential Construction**

This fund accounts for residential water, sewer, and street projects, which are financed by revenues derived from sales of residential property.

#### **Industrial Construction**

This fund accounts for industrial water, sewer, and street projects, which are financed by revenues derived from sales of industrial property.

#### Mill Property Development

This fund accounts for the funding and interest earnings associated with a U.S. Department of Agriculture grant for the purpose of economic assistance within the Borough.

#### Miscellaneous Capital Projects

This fund was established to account for various capital projects and equipment purchases. It is funded primarily by grants and operating transfers from other funds.



# Capital Project Funds Combining Statement of Revenues, Expenditures and Changes in Fund Balances

	l	Residential Construc-		Industrial Construc-	Mill Property		Misc-		
Year Ended June 30, 2023		tion		tion	Development		ellaneous		Totals
Revenues	<u>_</u>	245 070	,		¢	,		÷	245 070
Land sales and improvements	\$	315,078	\$	-	\$ -	\$	-	\$	315,078
Investment income		-		2,586	-		-		2,586
Miscellaneous reimbursement		-		4,489	-		-		4,489
Total Revenues		315,078		7,075	-		-		322,153
Expenditures									
General government -									
contractual services		214,839		20,452	6,234		-		241,525
Capital outlay		-		-	25,000		1,887		26,887
Total Expenditures		214,839		20,452	31,234		1,887		268,412
Excess of Revenues									
Over (Under) Expenditures		100,239		(13,377)	(31,234)		(1,887)		53,741
Other Financing Sources									
Transfers in		2,206,123		-	-		-	2	2,206,123
Net Change in Fund Balances		2,306,362		(13,377)	(31,234)		(1,887)	;	2,259,864
Fund Balances, beginning		186,569		462,348	1,330,135		131,363	2	2,110,415
Fund Balances, ending	\$	2,492,931	\$	448,971	\$ 1,298,901	\$	129,476	\$ 4	4,370,279

## **Enterprise Funds**

#### **Electric Utility**

This fund accounts for the electric utility revenues and the associated costs of generation, distribution, and administration.

#### **Water Utility**

This fund accounts for the activities associated with operating the Borough water systems.

#### **Sanitation Utility**

This fund accounts for user fees for refuse collection and landfill operations for the residents of the Borough.

#### Port

This fund accounts for the activities of the municipal dock and boat harbors.

#### Sewer Utility

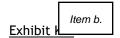
This fund accounts for the activities associated with operating the Borough's sewer system.



## Electric Utility Enterprise Fund Schedule of Revenues and Expenses

	General				
	and			Interfund	
Year Ended June 30, 2023	Administrative	Generation	Distribution	Eliminations	Total
Operating Revenues					
Residential	\$ 1,937,560	\$ -	\$ -	\$ -	\$ 1,937,560
Commercial	2,452,516	-	-	-	2,452,516
Fuel surcharge	99,203	-	-	-	99,203
Labor charges	300	-	-	-	300
Other	24,956	-	-	-	24,956
Total Operating Revenues	4,514,535	<u>-</u>	-	-	4,514,535
Operating Expenses					
Personnel services	170,468	57,379	479,417	-	707,264
Commodities	9,451	3,135,951	33,760	-	3,179,162
Contractual service	55,071	60,059	258	-	115,388
Intergovernmental	-	-	13,929	-	13,929
Depreciation	-	237,097	-	-	237,097
Total Operating Expenses	234,990	3,490,486	527,364	-	4,252,840
Excess of Revenues Over					
(Under) Expenses	4,279,545	(3,490,486)	(527,364)	-	261,695
Nonoperating Revenues					
State PERS relief	84,843	-	-	-	84,843
Late fees	19,095	-	-	-	19,095
Material sales	6,312	-	-	-	6,312
Equipment and pole rental	58,990	-	-	-	58,990
Net Nonoperating Revenues	169,240	-	-	-	169,240
Transfer in	98,717	-	-	(98,717)	-
Transfer out	(188,717)	-	-	98,717	(90,000)
Change in Net Position	\$ 4,358,785	\$ (3,490,486)	\$ (527,364)	\$ -	340,935
Net Position, beginning	<u></u>				4,663,626
Net Position, ending					\$ 5,004,561

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# **Electric Utility Enterprise Fund Schedule of Operating Expenses**

Year Ended June 30,	2023
General and Administrative	
Salaries	\$ 160,502
Employee benefits	(169,926)
Allocated overhead - finance	97,072
Allocated salaries - public works	82,820
Materials and supplies	9,130
Repairs and maintenance	321
Professional services	1,135
Travel and training	735
Insurance	45,666
Telephone	7,535
Total General and Administrative	234,990
Generation	
Salaries	33,125
Overtime salaries	3,756
Employee benefits	18,214
Allocated salaries - public works	2,284
Materials and supplies	5,575
Repairs and maintenance	6,562
Gas and oil	303,878
Diesel fuel	5,896
Travel and training	2,203
Insurance	11,119
Utilities	185
O.S.H.A. requirements	46,552
Tyee hydro power purchases	2,814,040
Total Generation	3,253,389
Distribution	3,233,367
Salaries	286,416
Overtime salaries	16,776
Employee benefits	176,225
Materials and supplies	21,789
Repairs and maintenance	4,763
Professional services	258
Transformers	7,208
Allocated vehicle charges - garage	13,929
Total Distribution	527,364
Depreciation	237,097
Total Operating Expenses	\$ 4,252,840



## Water Utility Enterprise Fund Schedule of Revenues and Expenses

		General and					
Year Ended June 30, 2023	Ad	ministrative		Treatment	Distribution		Total
Operating Revenues	<b>,</b>	0/0 205	ċ		¢	Ċ	040 205
Water sales	\$	868,285	\$	-	\$ -	\$	868,285
Operating Expenses							
Personnel services		35,904		232,957	60,266		329,127
Commodities		· -		216,542	15,450		231,992
Contractual service		8,047		11,347	-		19,394
Intergovernmental		-		1,137	-		1,137
Depreciation		-		356,081	-		356,081
Total Operating Expenses		43,951		818,064	75,716		937,731
		,			,		,
Excess of Revenues Over							
(Under) Expenses		824,334		(818,064)	(75,716)		(69,446)
Nonoperating Revenues (Expenses)							
Investment income		131		-	-		131
Interest expense		(707)		-	-		(707)
Other grant revenue		500,328		-	-		500,328
State PERS relief		4,539		-	-		4,539
Material sales		81		-			81
Other revenue		34,265		-	-		34,265
Net Nonoperating Revenues (Expenses)		538,637		-	-		538,637
Capital contributions		157,057		-	-		157,057
Transfer out		(278,000)		-	-		(278,000)
		(=: 0,000)					(=: 0,000)
Change in Net Position	\$	1,242,028	\$	(818,064)	\$ (75,716)		348,248
Net Position, beginning							5,195,660
Net Position, ending						\$	5,543,908



# Water Utility Enterprise Fund Schedule of Operating Expenses

<u> </u>	
Year Ended June 30,	2023
Concept and Administrative	
General and Administrative	Ć 25.00 <i>4</i>
Allocated overhead - finance	\$ 35,904
Insurance	8,047
Total General and Administrative	43,951
Treatment	
Salaries	102,891
Overtime salaries	25,323
Employee benefits	84,716
Allocated salaries - public works	20,026
Materials and supplies	51,103
Repairs and maintenance	26,064
Professional services	6,865
Travel and training	431
Telephone	4,052
Allocated vehicle charges - garage	1,137
Chlorination - electricity	139,375
Total Treatment	461,983
Distribution	
Salaries	624
Employee benefits	428
Allocated salaries - public works	59,213
Repairs and maintenance	15,451
Total Distribution	75,716
TOTAL DISCHARGOT	73,710
Depreciation	356,081
Total Operating Expenses	\$ 937,731



# Sanitation Utility Enterprise Fund Schedule of Revenues and Expenses

		General				
Year Ended June 30, 2023	Adn	and ninistrative	Collection	Landfill		Total
Operating Revenues						
User fees	\$	845,707	\$ -	\$ 51,581	\$	897,288
Operating Expenses						
Personnel services		35,904	113,380	125,962		275,246
Commodities		-	45,465	21,402		66,867
Contractual service		12,212	-	314,913		327,125
Intergovernmental		-	22,442	2,457		24,899
Depreciation		-	-	118,969		118,969
Total Operating Expenses		48,116	181,287	583,703		813,106
Excess of Revenues Over						
(Under) Expenses		797,591	(181,287)	(532,122)		84,182
Nonoperating Revenues						
Other grant revenue		296,027	-	-		296,027
State PERS relief		4,176	-	-		4,176
Net Nonoperating Revenues		300,203	-	-		300,203
Change in Net Position	\$	1,097,794	\$ (181,287)	\$ (532,122)	ļ	384,385
Net Position, beginning						1,056,561
Net Position, ending					\$	1,440,946

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# Sanitation Utility Enterprise Fund Schedule of Operating Expenses

Year Ended June 30,	2023
General and Administrative	
Allocated overhead - finance	\$ 35,904
Insurance	12,212
Total General and Administrative	48,116
Collection	
Salaries	78,383
Overtime salaries	1,438
Employee benefits	33,560
Materials and supplies	14,187
Repairs and maintenance	31,277
Allocated vehicle charges - garage	22,442
Total Collection	181,287
Landfill	
Salaries	74,817
Overtime salaries	2,118
Employee benefits	49,026
Telephone	1,527
Utilities	4,468
Monitoring and testing	1,490
Disposal costs	284,569
Hazardous waste	22,860
Materials and supplies	11,047
Repairs and maintenance	3,391
Facilities repairs and maintenance	6,964
Allocated vehicle charges - garage	2,457
Total Landfill	464,734
Depreciation	118,969
Total Operating Expenses	\$ 813,106



## Port Enterprise Fund Schedule of Revenues and Expenses

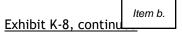
	General and	Small Boat	Municipal	Travel	Interfund	
Year Ended June 30, 2023	Administrative	Harbor	Dock		Eliminations	Total
Operating Revenues						
Municipal Dock	\$ -	\$ -	\$ 319,173	\$ -	\$ -	\$ 319,173
Small Boat Harbor	-	808,852	-	-	-	808,852
Travel lift	-	-	-	616,618	-	616,618
Total Operating Revenues	_	808,852	319,173	616,618	-	1,744,643
-1 3		,	,	•		, ,
Operating Expenses						
Personnel services	207,887	228,890	24,486	159,273	-	620,536
Commodities	20,472	81,163	30,409	52,608	-	184,652
Contractual service	81,351	87,640	40,334	43,253	-	252,578
Intergovernmental	-	13,966	-	-	-	13,966
Depreciation	-	940,874	911,924	350,294	-	2,203,092
Total Operating Expenses	309,710	1,352,533	1,007,153	605,428	-	3,274,824
Excess of Revenues Over						
(Under) Expenses	(309,710)	(543,681)	(687,980)	11,190	-	(1,530,181)
Nonoperating Revenues						
Investment income	1	-	-	-	-	1
Other grant revenue	71,587	-	-	-	-	71,587
State PERS relief	10,106	-	-	-	-	10,106
State fisheries business tax	-	119,611	-	-	-	119,611
Net Nonoperating Revenues	81,694	119,611	-	-	-	201,305
Transfer in	-	2,112,631	1,032,901	2,076,900	(5,222,432)	-
Transfer out	(5,222,432)	-	-	-	5,222,432	-
Change in Net Position	\$ (5,450,448)	\$ 1,688,561	\$ 344,921	\$ 2,088,090	\$ -	(1,328,876)
Net Position, beginning	_					37,844,260
Net Position, ending						\$ 36,515,384

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# Port Enterprise Fund Schedule of Operating Expenses

Year Ended June 30,	2023
General and Administrative	
Salaries	\$ 162,018
Overtime salaries	885
Employee benefits	6,896
Allocated overhead - finance	38,088
Materials and supplies	4,772
Repairs and maintenance	13,024
Gas and oil	105
Facilities repairs and maintenance	2,572
Professional services	5,902
Travel and training	6,613
Telephone	10,093
Insurance	49,168
Publications	9,574
Small Boat Harbor	
Salaries	146,979
Overtime salaries	5,825
Employee benefits	76,085
Materials and supplies	10,708
Repairs and maintenance	16,170
Diesel fuel	810
Facilities repairs and maintenance	48,474
Professional services	2,940
Travel and training	494
Bad debt	34,893
Utilities	40,116
Allocated vehicle charges - garage	13,966
Disposal Costs	9,196
Miscellaneous expense	5,003
Total Small Boat Harbor	411,659



# Port Enterprise Fund Schedule of Operating Expenses, continued

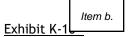
Year Ended June 30,	2023
Municipal Dock	
Salaries	\$ 16,067
Overtime salaries	3,168
Employee benefits	5,251
Materials and supplies	2,772
Repairs and maintenance	218
Facilities repairs and maintenance	27,418
Professional services	32,463
Insurance	5,289
Utilities	2,583
Total Municipal Dock	95,229
Travel Lift	
Salaries	109,127
Overtime salaries	5,488
Employee benefits	44,659
Materials and supplies	3,449
Repairs and maintenance	27,363
Diesel fuel	9,862
Facilities repairs and maintenance	11,933
Professional services	655
Travel and training	300
Insurance	20,303
Utilities	14,175
Disposal Costs	7,820
Total Travel Lift	255,134
Depreciation	2,203,092
Total Operating Expenses	\$ 3,274,824



## Sewer Utility Enterprise Fund Schedule of Revenues and Expenses

		General and			
Year Ended June 30, 2023	Δd	ministrative	Treatment	Collection	Total
Tear Ended June 30, 2023		IIIIII3ti ative	Treatment	Cottection	Totat
Operating Revenue					
Sewer Charges	\$	692,230	\$ -	\$ -	\$ 692,230
Operating Expenses					
Personnel services		35,904	112,924	10,614	159,442
Commodities		-	15,827	157,103	172,930
Contractual service		8,108	86,113	137,103	94,221
Intergovernmental		-	6,290	_	6,290
Depreciation		_	145,872	_	145,872
			,		110,012
Total Operating Expenses		44,012	367,026	167,717	578,755
Excess of Revenues Over					
(Under) Expenses		648,218	(367,026)	(167,717)	113,475
Nonoperating Revenues (Expenses)					
Investment income		478	-	-	478
State PERS relief		3,707	-	-	3,707
Interest on bonds		(1,538)	-	-	(1,538)
Other revenue		3,362	-	-	3,362
Net Nonoperating Revenues (Expenses)		6,009	-	-	6,009
		·			· · · · · · · · · · · · · · · · · · ·
Capital contributions		253,126	-	-	253,126
Transfer out		(305,000)	-	-	(305,000)
Change in Net Position	\$	602,353	\$ (367,026)	\$ (167,717)	67,610
Net Position, beginning					3,369,170
Net Position, ending	_				\$ 3,436,780

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# Sewer Utility Enterprise Fund Schedule of Operating Expenses

Year Ended June 30,	2	2023
General and Administrative		
Allocated overhead - finance	\$ 35,	,904
Insurance		,108
Total General and Administrative	44,	,012
Treatment		
Salaries	121,	.695
Overtime salaries		,241
Employee benefits		,012
Materials and supplies	·	,218
Facilities repairs and maintenance		,609
Professional services		, 554
Travel and training		542
Telephone	6,	,760
Utilities	61,	,257
Allocated vehicle charges - garage	6,	,290
Total Treatment	221,	,154
Collection		
Salaries		119
Overtime salaries		119
Allocated salaries - public works	10,	,185
Employee benefits		192
Materials and supplies	7,	,995
System repairs and maintenance	149,	,107
Total Collection	167,	,717
Depreciation	145,	,872
Total Operating Expenses	\$ 578,	,7 <u>5</u> 5



#### Schedule of Expenditures of Federal Awards Year Ended June 30, 2023

Federal Grantor/Pass-Through Grantor/ Program or Cluster Title	Federal Assistance Listing Number	Pass-Through Entity Identifying Number	Provided to Subre - cipients	Total Federal Expenditures
Department of Agriculture  Passed through State of Alaska Department of Commerce, Community, and Economic Development - Forest Service Schools and Roads Cluster - School and Roads - Grants to States - National Forest Receipts	10.665	None	\$ -	\$ 1,152,719
School and Roads - Grants to States - Birdfest	10.665	None		2,591
Total Forest Service Schools and Road Cluster			-	1,155,310
Department of Commerce Investments for Public Works and Economic Development Facilities	11.300	N/A	-	49,451
Pepartment of the Treasury Passed through State of Alaska Department of Commerce, Community, and Economic Development: ARPA-Coronavirus State and Local Fiscal				
Recovery Funds COVID-19 Coronavirus Local Fiscal Recovery Fund	21.027	AK0147	-	256,524
ARPA Local Government Lost Revenue Relief	21.027	22-LGLR-40	-	321,246
ARPA-Coronavirus State and Local Fiscal Recovery Funds	21.027	None		485,984
Total Assistance Listing Number 21.027			<u> </u>	1,063,754
Institute of Museum and Library Services Passed through Wrangell Cooperative Association - Native American and Native Hawaiian Library Services - IMLS Library Grant Library Services - IMLS Library Grant	45.311 45.311	ARPNA-250541-OMLS-22 NG-01-13-0078-13	- -	14,040 9,978
Total Assistance Listing Number 45.311			-	24,018
Department of Homeland Security SHSP 2020 Homeland Security Grant Program	97.067	N/A	-	207,604
Federal Highway Administration Federal Lands Access Program	20.224	N/A		85,639
Federal Emergency Management Passed through State of Alaska Department of Homeland Security: Disaster Grants - Public Assistance	97.036	DR-4533-AK		109,680
Department of Housing and Urban Development Passed through State of Alaska Department of Commerce, Community, and Economic Development: Community Development Block Grants/State's Program and Non-Entitlement Grants in Hawaii Wrangell Recreation Facility HVAC Upgrades	14.228	20-CDBG-02	_	543,585
Wrangell High School and Middle School Fire Alarm System Replacement	14.228	21-CDBG-02		283,297
Total Assistance Listing Number 14.228				826,882
Total Expenditures of Federal Awards			\$ -	\$ 3,522,338

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See accompanying notes to the Schedule of Expenditures of Federal Awards.

### Notes to Schedule of Expenditures of Federal Awards Year Ended June 30, 2023

#### 1. Basis of Presentation

The accompanying schedule of expenditures of federal awards (the "Schedule") includes the federal award activity of City and Borough of Wrangell, Alaska under programs of the federal government for the year ended June 30, 2023. The information in the Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of City and Borough of Wrangell, Alaska, it is not intended to and does not present the financial position, changes in net position, or cash flows of City and Borough of Wrangell, Alaska.

### 2. Summary of Significant Accounting Policies

Expenditures reported on the Schedule are reported on the modified accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Negative amounts shown on the Schedule represent adjustments or credits made in the normal course of business to amounts reported as expenditures in prior years.

#### 3. Indirect Cost Rate

The City and Borough of Wrangell, Alaska has elected not to use the 10-percent de minimus indirect cost rate allowed under the Uniform Guidance.

### 4. National Forest Receipts

In accordance with the provisions of GASB Statement Number 33, National Forest Receipts are recorded directly to revenue and any unspent amounts are reported as restricted fund balance. The unspent balance reported in the Secure Rural Schools Special Revenue Fund includes interest earnings as well as unspent grant proceeds. At June 30, 2023, there were no unspent interest earnings and unspent grant funds were \$1,847,432.

Single Audit Reports



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# Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards

Honorable Mayor and Borough Assembly City and Borough of Wrangell, Alaska

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of City and Borough of Wrangell, Alaska (the Borough) as of and for the year ended June 30, 2023, and the related notes to the financial statements, which collectively comprise the Borough's basic financial statements and have issued our report thereon dated April 1, 2024. Our report included a reference to other auditors who audited the financial statements of Wrangell Public Schools, as described in our report on the Borough's financial statements. This report does not include the results of the other auditor's testing of internal control over financial reporting or compliance and other matters that are reported separately by those auditors.

#### Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Borough's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Borough's internal control. Accordingly, we do not express an opinion on the effectiveness of the Borough's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that have not been identified. However, as described in the accompanying schedule of findings and questioned costs, we did identify certain deficiencies in internal control that we consider to be material weaknesses and significant deficiencies.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. We consider the deficiency described in the accompanying schedule of findings and questioned costs as item 2023-002 to be a material weakness.

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A significant deficiency is a deficiency or a combination of deficiencies in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. We consider the deficiency described in the accompanying schedule of findings and questioned costs as item 2023-001 to be a significant deficiency.

#### Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Borough's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

#### City and Borough of Wrangell's Response to Findings

Government Auditing Standards requires the auditor to perform limited procedures on the Borough's response to the findings identified in our audit and described in the accompanying schedule of findings and questioned costs. The Borough's response was not subjected to the other auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on the response.

#### **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

BDO USA, P.C.

Anchorage, Alaska April 1, 2024



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### Independent Auditor's Report on Compliance for Each Major Federal Program and Report on Internal Control Over Compliance Required by the Uniform Guidance

Honorable Mayor and Borough Assembly City and Borough of Wrangell, Alaska

### Report on Compliance for Each Major Federal Program

#### Opinion on Each Major Federal Program

We have audited City and Borough of Wrangell, Alaska's (the Borough) compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of the Borough's major federal programs for the year ended June 30, 2023. The Borough's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the Borough complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2023.

#### Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the Borough and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the Borough's compliance with the compliance requirements referred to above.

#### Other Matter - Federal Expenditures Not Included in the Compliance Audit

The Borough's basic financial statements include the operations of the Wrangell Public Schools, a discretely presented component unit. Our audit of compliance, described in the "Opinion on Each Major Federal Program", does not include the operations of Wrangell Public Schools because they engaged other auditors to perform an audit of compliance; however, they did not meet the threshold for an audit in accordance with the Uniform Guidance.

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#### Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the Borough's federal programs.

#### Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the Borough's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Borough's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the Borough's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the Borough's internal control over compliance relevant to the
  audit in order to design audit procedures that are appropriate in the circumstances and
  to test and report on internal control over compliance in accordance with the Uniform
  Guidance, but not for the purpose of expressing an opinion on the effectiveness of the
  Borough's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.



#### Report on Internal Control Over Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A material weakness in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

BOO USA, P.C.

Anchorage, Alaska April 1, 2024

### Schedule of Findings and Questioned Costs Year Ended June 30, 2023

#### Section I - Summary of Auditor's Results Financial Statements Type of report the auditor issued on whether the financial statements audited were prepared in accordance with GAAP: Unmodified Internal control over financial reporting: Material weakness(es) identified? X yes no (none Significant deficiency(ies) identified? X yes reported) Noncompliance material to financial statements noted? yes X no Federal Awards Internal control over major federal programs: Material weakness(es) identified? X no yes (none Significant deficiency(ies) identified? X reported) yes Type of auditor's report issued on compliance for major federal programs: Unmodified Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)? X no yes Identification of major federal programs: Name of Federal Program or Cluster Assistance Listing Number Community Development Block Grants / State's Program and 14.228 Non-Entitlement Grants in Hawaii 21.027 Coronavirus State and Local Fiscal Recovery Funds Homeland Security Grant Program 97.067 Dollar threshold used to distinguish between a type A and type B programs: 750,000 Auditee qualified as low-risk auditee? X no yes

### Schedule of Findings and Questioned Costs, continued

### Section II - Financial Statement Findings Required to be Reported in Accordance with Government Auditing Standards

Finding 2023-001

General Ledger Reconciliation and External Financial Reporting - Internal Control Over Financial Reporting - Significant Deficiency

Criteria

Government Accounting Standards states management is responsible for establishing and maintaining effective internal control to help ensure that appropriate goals and objectives are met; using resources efficiently; economically, effectively, and equitably, and safeguarding resources; following laws and regulations; and ensuring that financial information is reliable and properly reported. Internal controls over financial reporting should allow management to prevent or detect and correct misstatements on a timely basis.

Condition

The Borough's internal control over financial reporting did not prevent, or detect and correct, errors in certain account balances in a timely manner. Most of these items were identified by management but not fully reconciled. Adjustments were necessary in order to present the financial statements in accordance with U.S. generally accepted accounting principles (GAAP). Specifically, adjustments were required to properly state pole rental revenue, grant revenue and receivables, and accounts payable.

Cause

The Borough was not fully staffed throughout the year.

Effect or

Potential Effect

Individual accounts were misstated, requiring entries to be made to correct year-end balances for proper reporting in accordance with GAAP. Misstatements may exist and go undetected in the general ledger and financial statements when reconciliations are not performed throughout the year.

Recommendation

The Borough should consider at least quarterly reconciliations of significant cycles, such as accounts payable and grants, to ensure year-end close processes can proceed in a timelier manner.

Views of Responsible Officials Management concurs with the finding. Management will implement a monthly close process as well as a quarterly financial review process. This process will be used to identify and review complex financial statement accounts and formulate adjustments as required through-out the year to comply with U.S. GAAP. Adjusting journal entries will be reviewed for proper internal control.

### Schedule of Findings and Questioned Costs, continued

Finding 2023-002 Journal Entry Review and Approval, and Support - Internal Control Over

Financial Reporting - Material Weakness

Criteria Government Accounting Standards states management is responsible for

> establishing and maintaining effective internal control to help ensure that appropriate goals and objectives are met; using resources efficiently, economically, effectively, and equitably, and safeguarding resources; following laws and regulations; and ensuring that financial information is reliable and properly reported. Internal controls over financial reporting should allow management to prevent or detect and correct misstatements on

a timely basis.

The Borough's internal controls over financial reporting did not ensure proper Condition

> review and approval of manual journal entries throughout the year. Within the Borough's IT environment, certain management personnel have administrative-level access. These conditions give rise to a heightened risk of

management override with manual adjustments.

Cause The Borough was not fully staffed throughout the year to allow for review of

each manual journal.

Effect or

Journal entries were identified as having been posted to the general ledger Potential Effect

without proper review and approval or supporting documentation. Misstatements may exist and go undetected in the general ledger and

financial statements.

Recommendation The Borough should ensure every journal entry is reviewed and approved prior

to posting, and should consider a sequential listing of manual entries be

maintained to ensure this review is complete absent IT controls.

Views of Responsible Officials

Management concurs with the finding. Management will implement a journal entry creation and review process. Journal entries will have serial numbers and appropriate documentation will be attached to support the entry. Entries will be prepared by one accountant and reviewed by another accountant for errors and appropriateness. The create and review will be documented with a dated stamp

or signature by the both the creator and the reviewer.

#### Section III - Federal Award Findings and Questioned Costs

No were no findings and questioned costs for federal awards (as defined in Section 2 CFR 200.516(a) that are required to be reported.

Item b.

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# CITY AND BOROUGH OF WRANGELL'S SINGLE AUDIT RESPONSES (UNAUDITED)



# CITY AND BOROUGH OF WRANGELL

**INCORPORATED MAY 30, 2008** 

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

### City and Borough of Wrangell, Alaska

Summary Schedule of Prior Audit Findings Year Ended June 30, 2023

#### Financial Statement Findings

Finding 2022-001 General Ledger Reconciliation and External Financial Reporting - Internal

Control Over Financial Reporting - Material Weakness

Finding The Borough's internal control over financial reporting did not prevent, or

detect and correct, errors in certain account balances. During our audit, we identified adjustments that were necessary in order to present the financial statements in accordance with U.S. generally accepted accounting principles (GAAP). Specifically, adjustments were required to properly state opening net

position, cash, and fund balance.

Status Finding partially resolved, see Finding 2023-001 (significant deficiency)

Finding 2022-002 Journal Entry Review and Approval, and Support- Internal Control Over

Financial Reporting - Material Weakness

Finding The Borough's internal controls over financial reporting do not ensure proper

review and approval of manual journal entries, or the retention of appropriate supporting documentation. Furthermore, within the Borough's IT environment there is a lack of appropriate segregation of duties restricting access for management personnel. These conditions give rise to a heightened risk of

management override through the use of manual adjustments.

Status Finding not resolved in 2023, see Finding 2023-002

Finding 2022-003 Bank Reconciliation Review and Approval - Internal Control Over Financial

Reporting - Significant Deficiency

Finding The Borough's internal controls related to bank reconciliations were not

enforced throughout the period. Bank reconciliation testing identified multiple discrepancies between the bank reconciliation and the ending cash balance for

fiscal year 2021 which resulted in significant adjustments to book cash.

Status Finding considered resolved.



# CITY AND BOROUGH OF WRANGELL

**INCORPORATED MAY 30, 2008** 

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

### City and Borough of Wrangell, Alaska

Summary Schedule of Prior Audit Findings, continued Year Ended June 30, 2023

### Federal Award Findings

Finding 2022-004 Deadline for Federal Single Audit - Noncompliance and Internal Control Over

Compliance - Significant Deficiency

Information on 10.665 Schools and Roads Grants to States

Federal Program 21.027 Coronavirus State and Local Fiscal Recovery Funds

Finding The single audit report and Form SF-SAC were not submitted within nine

months of the fiscal year end.

Status Finding considered resolved.



### CITY AND BOROUGH OF WRANGELL

**INCORPORATED MAY 30, 2008** 

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

### City and Borough of Wrangell, Alaska

Corrective Action Plan Year Ended June 30, 2023

Name of Contact Person: Mason F. Villarma

Borough Manager

mvillarma@wrangell.com

907-874-2381

#### **Financial Statement Findings**

Finding 2023-001 - General Ledger Reconciliation and External Financial Reporting - Internal Control Over Financial Reporting - Significant Deficiency

#### Corrective Action Plan

At the transaction-level and at the fiscal year-end reporting stage, the Borough will implement specific procedure to ensure compliance with U.S. GAAP. Specifically, the Borough will perform an opening balance reconciliation to prior year-end balances whereby the Finance Director will ensure all proposed adjustments have been made and that the trial balance is at par with the external auditor's records. A copy of this reconciliation will be submitted to the external auditors. Additionally, the Borough will ensure to close the prior year books and records preventing any potential back posting to the general ledger. The Borough Manager will sign off on the period close once performed by the Finance Director.

Expected Completion Date: Already implemented.

Finding 2023-002 - Journal Entry Review and Approval, and Support - Internal Control Over Financial Reporting - Material Weakness

#### Corrective Action Plan

In order to create a stronger set of internal controls, the Borough will adopt a journal entry preparation and review process whereby the preparer of the entry stamps/signs and dates the entry made. Subsequently, the entry will be printed to PDF and reviewed by the *Finance Director*. The *Finance Director* will sign and date the journal entry "approved" and place it in the current fiscal year journal entry file. The Borough will verify proper segregation of duties has been followed throughout this process. Additionally, supporting documentation will be kept with each journal entry as justification of the change.

Expected Completion Date: Already implemented.



### Department of Commerce, Community, and Economic Development

ALCOHOL & MARIJUANA CONTROL OFFICE 550 West 7<sup>th</sup> Avenue, Suite 1600 Anchorage, AK 99501

Main: 907.269.0350

March 5, 2024

From: <u>Alcohol.licensing@alaska.gov</u>; <u>amco.localgovernmentonly@alaska.gov</u>

Licensee: Wrangell Iga Inc DBA: Wrangell Liquor Store

VIA email: Wrangelliga@outlook.com

CC: mdward58@icloud.com

Local Government 1: Wrangell (City and Borough)

Local Government 2:

Via Email: <a href="mailto:clerk@wrangell.com">clerk@wrangell.com</a>

Community Council: n/a

Via Email:

Re Package Store License #108 Combined Renewal Notice

License Number:	#108
License Type:	Package Store
Licensee:	Wrangell Iga Inc
Doing Business As:	Wrangell Liquor Store
Physical Address:	223 Brueger St
	Wrangell AK
Designated Licensee:	Caroline A. Bangs
Phone Number:	907-314-0408
Email Address:	Wrangelliga@outlook.com

License Renewal	Application	☐ Endorsement Renewa	al Application

### **Dear Licensee:**

Our staff has reviewed your application after receiving your application and required fees. Your renewal documents appear to be in order, and I have determined that your application is complete for purposes of AS 04.11.510, and AS 04.11.520.

Your application is now considered complete and will be sent electronically to the local governing body(ies), your community council if your proposed premises is in Anchorage or certain locations in the Matanuska-

Susitna Borough, and to any non-profit agencies who have requested notification of applications. The local governing body(ies) will have 60 days to protest the renewal of your license.

Your application will be scheduled for the April 16<sup>th</sup>, 2024 board meeting for Alcoholic Beverage Control Board consideration. The address and call-in number for the meeting will be posted on our home page. The board will not grant or deny your application at the meeting unless your local government waives its right to protest per AS 04.11.480(a).

Please feel free to contact us through the <u>Alcohol.licensing@alaska.gov</u> email address if you have any questions.

#### **Dear Local Government:**

We have received completed renewal applications for the above listed licenses within your jurisdiction. This is the notice required under AS 04.11.480. A local governing body may protest the issuance, renewal, relocation, or transfer to another person of a license with one or more endorsement, or issuance of an endorsement by sending the director and the applicant a protest and the reasons for the protest in a clear and concise statement within 60 days of the date of the notice of filing of the application. A protest received after the 60-day period may not be accepted by the board, and no event may a protest cause the board to reconsider an approved renewal, relocation, or transfer.

To protest any application(s) referenced above, please submit your written protest for each within 60 days to AMCO and provide proof of service upon the applicant and proof that the applicant has had reasonable opportunity to defend the application before the meeting of the local governing body. If you have any questions, please email <a href="mailto:amco.localgovernmentonly@alaska.gov">amco.localgovernmentonly@alaska.gov</a>.

### **Dear Community Council (Municipality of Anchorage and Mat-Su Borough only)**

We have received a completed renewal application for the above listed license (see attached application documents) within your jurisdiction. This letter serves to provide written notice to the above referenced entities regarding the above application, as required under AS 04.11.310(b) and AS 04.11.525.

Please contact the local governing body with jurisdiction over the proposed premises for information regarding review of this application. Comments or objections you may have about the application should first be presented to the local governing body.

If you have any questions, please email Alcohol.licensing@alaska.gov

oan M. Wilson

Sincerely,

Joan M. Wilson, Director

907-269-0350

Item c.



**Document reference ID: 1722** 

## Licensing Application Summary

**Application ID:** 1722

**Applicant Name:** Wrangell Iga Inc.

**License Type applied for:** Package Store License(PSL) (AS 04.09.230)

**Application Status:** In Review

**Application Submitted On:** 03/05/2024

### **Entity Information**

Business Structure: Corporation

Alaska Entity Number (CBPL): 10086148

### **Entity Contact Information**

**Entity Address:** PO Box 828, Wrangell, AK, USA

### Ownership / Principal Party Details

Principal Parent Entity	Principal Party	Role	%Ownership
Wrangell Iga Inc.	Caroline A. Bangs	Secretary,Treasurer	30
Wrangell Iga Inc.	Travis A. Bangs	Vice President	10
Wrangell Iga Inc.	Michael Ward	President	

### **Premises Address**

Nearest municipality, city, and/or borough: Wrangell

Country, State, Zip: AK, United States,

### **Basic Business information**

Business/Trade Name: Wrangell Liquor Store

### Local Government and Community Council Details

City/Municipality Wrangell (City and Borough of)

3/5/24, 2:43 PM Workitem Process

### Ninety Day Sign Requirements

Item c.

Posted the 90 day sign:

No

### Public Notice Posting Attestation and Publishers Affidavit

### **Attestations**

I certify that all proposed licensees (as defined in AS 04.11.260) and affiliates have been listed on this application.

I certify that I understand that providing a false statement on this form or any other form provided by AMCO is grounds for rejection or denial of this application or revocation of any license issued.

I certify that all licensees, agents, and employees who sell or serve alcoholic beverages or check the identification of a patron will complete an approved alcohol server education course, if required by AS 04.21.025, and, while selling or serving alcoholic beverages, will carry or have available to show a current course card or a photocopy of the card certifying completion of approved alcohol server education course, if required by 3 AAC 305.700.

I agree to provide all information required by the Alcoholic Beverage Control Board in support of this application.

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

I certify that all proposed licensees have been listed with Division of Corporation, Business, and Professional Licensing.

I certify that I and any individual identified in the business entity ownership section of this application, has or will read AS 04 and its implementing regulations.

### **Signature**

Electronic Signature not collected; application summited based on paper form.

### Payment Info

Download





Alcohol and Marijuana Control Office 550 W 7 Item c. S

Anchorage, AK 99501 alcohol.licensing@alaska.gov https://www.commerce.alaska.gov/web/amco Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

### Form AB-17: 2024/2025 General Renewal Application

This form and any required supplemental forms must be completed, signed by the licensee, and postmarked no later than January 2, 2024
ner AS 04 11 270, 3 AAC 305,050, with all required fees paid in full, or a non-refundable \$500.00 late fee applies.
ner AS (M 11 7/1) 3 AAC 505 050, With all required rees baid in full, or a non-relative possible late in a principal

Any complete application for renewal or any fees for renewal that have not been postmarked by February 28, 2024 will be expired per AS 04.11.540, 3 AAC 305.050(e).

All fields of this application must be deemed complete by AMCO staff and must be accompanied by the mandatory fees and all documents required, or the application will be returned without being processed, per AS 04.11.270.

 Receipt and/or processing of renewal payments by AMCO staff neither indicates nor guarantees in any way that an application will be deemed complete, renewed, or that it will be scheduled for the next ABC Board meeting.

Section 1 - Establishment Contact Information

Doing Business As:	WRANGEZL U	awar s	570RE	Licens	e #:	108
f your mailing address has c	hanged, write the NEW address below:					
Mailing Address:	P.O. BOX 8Z	8				
City:	WRANGUZL	State:	ALASI	KA	ZIP:	99929
	Section 2 – Licensee Co	ontact Info	mation			
Contact Licensee: The indivibe the designated point of c	idual listed below must be part of the owner contact regarding this license unless the Op	ership structure tional contact is	of the licensee liste completed.	ed in Sectio	on 1. This p	oerson will
Contact Licensee:	Caroline Bang	25	Contact Pho	ne:	907	-3/4-0408
Contact Email:	wrangelligga	outlook	com			<u> </u>
Optional: If you wish for AM list their information below:	1CO staff to communicate with anyone oth			as legal c	ounsel) ab	oout your license,
Name of Contact:	Michael D. War	ol	Contact Pho	ne:	907	314-0399
Contact Email:	indurard 580 ic	loud.co.	in			
Do you intend to sell alcoho	3 – for Package Stores ONL) iic beverages and ship them to another loca 2025? If so, you will need to apply for a Sh om/#	tion in response	to written solicitat		YES	NO
	Section 4 – Ownership Stru	ucture Cert	ification YES	NO		
Did the ownership structure	e of the licensed business change in 2022/2	2023?		$\bowtie$		
If No. certify the statement	otified AMCO, list the updated information below by initialing the box to the right of to structure of the business who owns this 2023.	he statement:				ur renewal applicatio



### Alaska Alcoholic Beverage Control Board

### Form AB-17: 2024/2025 License Renewal Application

WOV 28 202

### Section 5 - License Operation

<i>Uni</i> bev	less you operated more than 240 hours in 2022 or 2023, check ONEBOX for EACH CALENDAR YEAR that best describes how the reage license was operated as set forth in AS 04.11.330:	nisalcoho	lic
1.	The license was <b>only operated during a specified time</b> each year. (Not to exceed 6 months per year)  If your operation dates have changed, list them below:	2022	2023
	to		
2.	The license was only operated to meet the minimum requirement of 240 total hours each calendar year. <u>A complete AB-30: Proof of Minimum Operation Checklist, and all documentation must be provided with this form.</u>		
<i>3</i> .	The license was not operated at all or was not operated for at least the minimum requirement of 240 total hours each year, during one or both calendaryears. A complete Form AB-29: Waiver of Operation Application and corresponding fees must be submitted with this application for each calendar year during which the license was not operated.		
			-2-USA-3
	Section 6 - Violations and Convictions		
		YES	NO
На	ave any Notices of Violation been issued for this license in 2022 or 2023?		$\times$
Ha	as any person or entity in this application been convicted of a violation of Title 04, 3AAC 304 or a local ordinance adopted under 5 04.21.010 in 2022 or 2023?		$\boxtimes$
If	you checked YES, you MUST attach a list of all Notices of Violation and/or Convictions per AS 04.11.270(a)(2). If you are		
	nsure if you have received any Notices of Violation, contact the office before submitting this form.		
	Section 7 - Certifications		

As an applicant for a liquor license renewal, I declare under penalty of perjury that I have read and am familiar with AS 04 and 3 AAC 305, and that this application, including all accompanying schedules and statements, are true, correct, and complete.

- I agree to provide all information required by the Alcoholic Beverage Control Board or requested by AMCO staff in support of this application
  and understand that failure to do so by any deadline given to me by AMCO staff will result in this application being returned and the license
  being potentially expired if I do not comply with statutory or regulatory requirements.
- I certify that in accordance with AS 04.11.450, no one other than the licensee(s), as defined in AS 04.11.260, has a direct or indirect financial interest in the licensed business.
- I certify that this entity is in good standing with Corporations, Business and Professional Licensing (CBPL) and that all entity officials and stakeholders are current and I have provided AMCO with all required changes of the ownership structure of the business license and have provided all required documents for any new or changes of officers.
- I certify that all licensees, agents, and employees who sell or serve alcoholic beverages or check identification of patrons have completed an
  alcohol server education course approved by the ABC Board and keep current, valid copies of their course completion cards on the licensed
  premises during all working hours, if applicable for this license type as set forth in AS 04.21.025 and 3 AAC 305.700.
- I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

#100722545



### Alaska Alcoholic Beverage Control Board

Item c.

### Form AB-17: 2024/2025 License Renewal Application

NOV 2 8 2023

Printed name of licensee

Signature of license

Restaurant and Eating Place applications must include a completed AB-33: Restaurant Receipts Affidavit
Recreational Site applications must include a completed AB-36: Recreational Site Statement
Tourism applications must include a completed AB-37: Tourism Statement
Wholesale applications must include a completed AB-25: Supplier Certification
Common Carrier applications must include a current safety inspection certificate

All renewal and supplemental forms are available online: https://www.commerce.alaska.gov/web/amco/AlcoholLicenseApplication.aspx

#### FOR OFFICE USE ONLY

nse Fee:	Ś	1600	Application Fee:	\$ 300.00	Misc. Fee:	\$
		100			Total Fees Due:	\$

Details

Item c.

### ENTITY DETAILS

### Name(s)

Name(s)		
Time	Name	
Type Legal Name	Wrangell IGA Inc.	
Legaritanio		

Entity Type: Business Corporation

Entity #: 10086148

Status: Good Standing

AK Formed Date: 6/4/2018

**Duration/Expiration:** Perpetual

Home State: ALASKA

Next Biennial Report Due: 1/2/2026

Entity Mailing Address: BOX 828, WRANGELL, AK 99929

Entity Physical Address: 7.5 MILE HAINES HIGHWAY, PO BOX 1309, HAINES, AK 99827

### **Registered Agent**

Agent Name: MICHAEL D WARD

Registered Mailing Address: PO BOX 1309, HAINES, AK 99827

Registered Physical Address: 209 MAIN ST, HAINES, AK 99827

### **Officials**

			☐Show Former
			Owned
AK Entity #	Name	Titles	30.00
Art Ending	Caroline Bangs Director, Secretary, Treasurer, Shareholder  Michael Ward Director, President, Shareholder	Director, Secretary, Treasurer, Shareholder	
			60.00
			10.00
	Travis Bangs	Director, Vice President, Shareholder	10.00
	Tavis Bange		

### **Filed Documents**

Click to View Click to View Click to View	
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	Click to View Click to View Click to View

### CITY & BOROUGH OF WRANGELL

### LIBRARY REPORT

4/1/2024



### 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

DATE: 4/9/2024

### PAPER FLOWERS

Last month's paper flower class was so successful that we decided to host another one. This time attendees could making either roses, or hyacinths! This session had 22 participants. See Caroline Allen with her beautiful creations.





### STORY TIMES

Story Time at the library is typically held on Fridays from 10 to 11 and runs February - April and October - December. Our target age for this activity is 0-5 years old. Children join us for stories, songs, crafts, and snacks (to go)! This continues to be one of our most popular programs. This month we tried a few different things!



At our March 8 session we had a very special guest reader, Mark Robinson from the Wrangell Sentinel come and read for us. 39 people joined us for this session!

Thank you Mark!

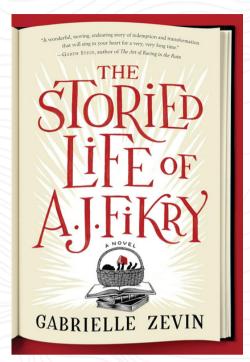
March 21 we were thrilled to have Mrs. Aly Howell's 2nd grade class come to the library and read about Dinosaurs with us!





March 27 from 6-7pm we held our first PJ story time in several years. It was very well attended by 21 people. Kiddos showed up in their PJs and many parents remarked that they were grateful to come in the evening as they can't make it to the Friday morning sessions because they work.

### BOOK CLUB



March's book club pick was *The Storied Life of A.J. Fikry* by Gabrielle Zeven. This is a novel about the irascible owner of a bookstore who has recently endured some tough years: his wife has died, his bookstore is experiencing the worst sales in its history, and his prized possession--a rare edition of Poe poems--has been stolen. Over time, he has given up on people, and even the books in his store, instead of offering solace, are yet another reminder of a world that is changing too rapidly. Until a most unexpected occurrence gives him the chance to make his life over and see things anew.

We held a lively meeting at the library on March 16th from 2-3:30. Many were pleased with the book, many found it lacking, but all agreed that they enjoyed the discussion!

### **E-RATE FUNDING**

The library's E-Rate funding was approved, and our contract with GCI was renewed for FY25. This means we will have 70% of our internet costs reimbursed by the Universal Services Administration Company (USAC) for next fiscal year. This percentage is based on the number of children in our school district living below the poverty level.

Sincerely,

SARAH SCAMBLER
LIBRARY DIRECTOR

### CITY & BOROUGH OF WRANGELL

### Nolan Center REPORT

April 9th 2024



**Nolan Center** 

#### **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: April 9th, 2024

### Late Winter/Early Spring Events

The Nolan Center has been active the last few months of the Winter and into the early spring. In February we partnered with the Wrangell school District to host a Family Literacy Night which was open to all students in the district to participate in an "Night at the Museum" themed event focused on promoting literacy. Nolan Center staff plan to invite each class from the elementary school this spring to participate in a similar event.







The Nolan Center was happy to provide a space for a celebration honoring Elizabeth Petrovitch that was sponsored by The Alaska Native Sisterhood Camp and Tlingit & Haida. The event featured a zoom presentation streamed on our large theater screen, a community potlach and Native Dancers.

March saw the Center host several notable events including the Stikine Sportsman Association annual Game dinner, and KSTK's annual Art Auction Event. Both events were successful and enjoyed by participants.

The Center was able to bring back several newer movies after the holidays, pausing recently due to events held at the center. This spring we will be bring up a steady stream of newer movie titles as well as free "retro" style movies.

#### **Upcoming events:**

Early April we will be hosting a gardening event to clean up the landscaping around the Center with the help from the Friends of the Museum. The hopeful plan for the summer will be to recruit some dedicated volunteers who will be willing "adopt a bed" and help with consistently maintenance throughout the summer for our grounds.

The Nolan Center will serve as a Disaster Resource Center for FEMA during the second week in April. Providing assistance to people affected by the landslide in November. Representatives from FEMA will be available to help people apply for assistance and answer any questions pertaining from the disaster declaration.

The Nolan Center will be hosting various activities during the Bird fest week/weekend as well as a community market on Saturday April 27<sup>th</sup>.

### M/V Chugach update

In late winter, the CBW and USFS contacts in Juneau resumed conversations to discuss the current status of the project. Keri Hicks, the Regional Heritage Program Leader, provided the CBW with a copy of the recently signed lease between the CBW and USFS for the vessel site, which allowed USFS to apply funds to the project. However, to fully implement the original concept for the M/V Chugach exhibit, there are still aspects that need to be developed, and funding that needs to be raised. Recently, Borough Manager Mason Villarma submitted a formal request to our Wrangell USFS to uncover the M/V Chugach and make it accessible to visitors this summer. After the

season ends, the vessel will be recovered until a permanent covered area is constructed.

### Facilities/Maintenance

The Facilities department has worked on several projects around the Nolan Center this winter/early spring. Duke has replaced approximately 40% of the light bulbs inside the museum with new LED replacement bulbs. Recently Duke has pressure washed the entire outside sidewalks and the Nolan Center Sign - the grounds look really nice! The plan for the outside grounds will be to hopefully obtain local flowers to plant outside the entrance to welcome visitors inside this summer.

Sincerely,

Jeanie Arnold Nolan Center Director

### CITY & BOROUGH OF WRANGELL, ALASKA

### BOROUGH CLERK'S REPORT

SUBMITTED BY: Kim Lane, Borough Clerk

### **Upcoming Meetings & Other Informational dates:**

### **Other City Boards/Commissions:**

**April 9 -** WCVB mtg at Noon in the Assembly Chambers

**April 11 –** WCVB mtg at Noon in the Assembly Chambers

**April 11 -** Planning & Zoning mtg at 5:30pm in the Assembly Chambers

### **Community Events:**

May 4 - Tax Free Day

May 21 & 22 – State of Alaska Small Business Loan and Commercial Loan Presentation (see below)

### **Meetings and Other events of the Borough Assembly:**

Please see below for the list of upcoming meetings for the Assembly.

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

Date	Time	Purpose
April 23 (WS – Fee and Rate Schedule)	6рт	Regular Assembly Meeting
May 13 (Monday)	5:30pm	Board of Equalization Hearing
May 14 (no work session scheduled)	6рт	Regular Assembly Meeting
May 16 (Thursday)	5:30pm	Budget Work Session ONLY
May 28 (no work session scheduled) (Mill Levy Adoption (tentative))	6рт	Regular Assembly Meeting
June 11 (WS - Thriving Communities – Mill Site)	6рт	Regular Assembly Meeting
June 25 (no work session scheduled) (FY2025 Budget PH & Adoption - tentative)	6рт	Regular Assembly Meeting

On this agenda is the Public Hearing for both the Long-Term and Short-Term Lease for Channel Construction, Inc. at the Mill Site property. Also under the Public Hearing section is the approval to sell the Old Wrangell Medical Center and real-property to Wayne Johnson. This item is under the public hearing section since the request is for economic development purposes.

Alaska Small Business Loan and Commercial Fishing Loan Presentation.

The State of Alaska, Division of Investments will be in Wrangell to meet with those who are interested in the programs they have to offer.

Drake Peterson, Investments Loan Officer will be in the Wrangell Borough Assembly Chambers at City Hall (205 Brueger Street) on:

Tuesday, May 21, 2024 from 9:00 am to 11:30 am and 2:00 pm - 4:00 pm.

### and

Wednesday, May 22, 2024 from 9:00 am to 12:00 pm and 2:00 pm - 4:00 pm

Contact 1-800-478- LOAN or 907-465-2510 if you have questions.

# State of Alaska Division of Investments

Coming to you! May 21 - 22, 2024

Meet with Investments Loan Officer

Drake Peterson

Where:

Wrangell Assembly Chambers

205 Brueger Street

When:

Tuesday May 21, 2024 9am -11:30am and 2pm - 4pm &

Wednesday May 22, 2024 9am-12pm and 2pm-4pm

### Contact:

1-800-478-LOAN (907) 465-2510

#### Small Business:

Small Business Economic
Development
Microloans
Rural Development Initiative
Mariculture
Commercial Charter Fisheries

#### Commercial Fishing:

Permit Purchases
Vessel Purchases & Upgrades
Vessel Refinances
Gear Purchases & Upgrades
Engine Fuel Efficiency
Upgrades
Product Quality Improvements
Quota Share Purchases
Tax Obligation

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

		<u>DAT</u>	<u>`E:</u>	April 9, 2024
AGENDA ITEM TITLE:			ida ion	10
Appointment to fill open seats on various City Boards				
SUBMITTED BY:				
Wins Land Daysonah Claula				
Kim Lane, Borough Clerk				
<u> </u>				
RECOMMENDATION				

Appointments are to be made by the Mayor, with the consent of the Assembly for the following vacancies:

Board/Committee/Commission	Letter of Interest Received from:			
Economic Development Board (until October 2025)	1. NONE			
Wrangell Convention & Visitors Bureau - Until October 2024 Wrangell Convention & Visitors Bureau - Until October 2025	<ol> <li>Kimberly Ottesen (Oct 2025)</li> <li>Grace Wintermyer (Oct 2024 or 2025)</li> </ol>			
Procedure - Mayor: "I will appoint until October	to fill the vacancy on the			

If there are seats that are left vacant (no letters received), the Borough Clerk will advertise for the vacancies.

Iter	n a.

Appointments to be filled by the Mayor with the consent of the assembly for the various seats.

Recommended Action if not approved with the consent of the Assembly:										
Motion:	Move	to	appoint	for the term up		,		vacancy	on	the

Item a.

To whom it may concern:

I am writing to express my interest in serving as a member on the Wrangell Convention and Visitors Bureau. Growing up in Wrangell and being an active participant in our community I am deeply committed to contributing to its growth and welfare. I firmly believe that my diverse background in tourism and passion for community engagement makes me a strong candidate for this role.

Throughout my involvement in various community initiatives, I have developed strong communication and leadership skills that I believe will be a valuable asset. My experience in organizing events, collaborating with diverse groups, and advocating for community needs has equipped me with the ability to effectively represent the interests of our community.

Becoming a member of the Wrangell Convention and Visitors Bureau, I am eager to work collaboratively with fellow members to reach goals, address the concerns and aspirations of our community. I am committed to fostering an inclusive environment where all voices are heard and respected. Moreover, I am particularly excited about the opportunity to contribute to initiatives aimed at enhancing our community and promoting local resources. I am confident that I can make meaningful contributions to the Wrangell Convention and Visitors Bureau.

Thank you for your time and I look forward to discussing this opportunity further.

Sincerely,

Kimbuly Ottom

### City and Borough of Wrangell Mayor and Assembly Members

To Whom it May Concern,

I am writing to request consideration for a seat on the Wrangell Convention and Visitor's Bureau. I have been a full-time resident of Wrangell for only 8 years but have a deep love for this unique place and would like to offer my time in the ongoing efforts to see our island community thrive.

I have recently gained direct experience with visitor industry stakeholders such as the US Forest Service, WCA, and many domestic and foreign cruise companies. As the manager of a downtown retail shop I have seen the impact that events such as Bear Fest, the Stikine River Birding Festival, conferences, and independent travelers have on the local economy.

For over ten years I have worked as a freelance graphic designer doing logo/branding work, social media content and website design. I have a great appreciation for the knowledge, creativity, and passion necessary for effective marketing campaigns and I commend the incredible work that the WCVB has done for Wrangell's public image in the past few years. This is truly a place worth celebrating and sharing.

The highlight of my year is getting to share our community with our seasonal visitors- as a manager, tour guide, or just a friendly face. My goal working with the WCVB would be to help bring visitors to Wrangell as a destination of choice in Southeast, and ensure that the memories and stories they carry with them are ones we are proud of.

Thank you for your time,

**Grace Wintermyer** info@alaskawaters.com 240-357-0616

## GRACE WINTERMYER

240-357-0616 | INFO@ALASKAWATERS.COM

PO BOX 1978 WRANGELL AK 99929



## SKILLS

- Maintaining positive team dynamics
- Professional communication
- · Creating effective marketing materials
- · Problem solving and logistic management

## EDUCATION

## **Bachelor of Science**

Agriculture and Natural Resources
With minors in Studio Art, Sustainability
and Environmental Studies
Berea College, Kentucky. May 2014

#### EMPLOYMENT HISTORY

Tour Operations Manager, 56° North Retail Manager Alaska Waters, Inc.
April 2023- present

#### Medical Assistant II

Southeast Alaska Regional Health Consortium April 2017- October 2023

## AmeriCorps VISTA

Mayor's Office of Economic Development, Lexington-Fayette Urban County Government

August 2015 - August 2016

- Management of employee schedules, coordination with cruise ship representatives to market tour experiences and handle logistics, marketing and social media content creation, product purchasing and retail merchandising.
- Assisted medical providers in administering direct patient care, followup care coordination, and became the lead sterilization technician and state vaccination program coordinator for Wrangell Medical Center.
- Initiated 87 new relationships with local agricultural producers, created a database of local products available for commercial markets, improved outreach materials and managed data for a USDA grant-funded nutrition incentive program.

## REFERENCES

Victor Harrison MD
Pediatric Endocrinology Specialist
vharrison@searhc.org
(808)-937-6011

Jim Leslie Sr.

Co-Founder, Vice President, Alaska Waters, Inc.

Alaska Waters, Inc. 145 7)-305-0497

## RECOGNITION

- Phi Theta Kappa Honor Society
- Certificate of Achievement from The Society of Women Engineers
- The Crawford Prize in Conservation
- The Joe Van Pelt Agricultural Leadership Award
- Named one of 30 Exceptional Craftspeople by the American Craft Week National Committee

<sup>\*</sup>Details of nine additional past employment positions available upon request

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

	DATE:	April 9, 2024
AGENDA ITEM TITLE:	Agenda Section	11

RESOLUTION No. 04-24-1850 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, APPROVING THE CONVEYANCE OF THE OLD WRANGELL MEDICAL CENTER AND REAL PROPERTY AS DESCRIBED AS LOT A, BLOCK 54 OF THE W.M.C. REPLAT, PARCEL 02-031-351, ZONED OPEN SPACE, TO WAYNE JOHNSON, DBA WRANGELL HERITAGE HOUSE DEVELOPMENT, LLC, AND TO APPLY WMC 16.12.012 – DISPOSITION OF REAL PROPERTY FOR ECONOMIC DEVELOPMENT PURPOSES FOR A FIXED AMOUNT OF \$200,000 FOR THE PURPOSE OF DEMOLISHING THE OLD WRANGELL MEDICAL CENTER

DEVELOPM	TO APPLY WMC 16.12.012 - DISPO IENT PURPOSES FOR A FIXED AM ING THE OLD WRANGELL MEDICAL CE	OUNT O		
SUBMITTED BY:		FISCA	L NOTE:	
		Expenditure Required: \$XXX Total		
Mason Villa	arma, Interim Borough Manager	Fiscal '	Year (FY):	Amount: \$
		Amou	nt Budgeted:	
			FY: \$	
Reviews/Approvals/Recommendations		Account Number(s):		
		XXXXX XXX XXXX		
	Commission, Board or Committee	Accou	nt Name(s):	
Name(s)			Enter Text Here	
Name(s)		Unencumbered Balance(s) (prior to		
	Attorney	expenditure):		
	Insurance		\$XXX	

ATTACHMENTS: 1. Resolution No. 04-24-1850 2. Purchase and Sales Agreement 3. Letter from K. Decker re: sale 4. Memos from Planning & Zoning **and** the Economic Development Board 5. Aerial Map of location 6. Plat Map of Area

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. 04-24-1850.

## **SUMMARY STATEMENT:**

As per WMC 16.12.012 – Disposition of real property for economic development purposes, it states that:

In the exercise of the borough's economic development powers, the assembly may determine, in its sole discretion, that it is in the best interest of the borough to dispose of borough-owned real property, including tidelands, or any interest therein, which interest has a value of \$1,000,000 or less (as determined by the borough assessor or a qualified appraiser), without requests for proposals or sealed bid procedures and at less than fair market value.

The staff strongly advocates for the sale of this property to Mr. Johnson, believing it to be the most beneficial course of action for the borough. Despite exhaustive efforts since October 2022 to sell the Wrangell medical center, including hiring a commercial realtor in the summer of 2023, no viable offers materialized. In November of the same year, Mr. Johnson expressed keen interest in acquiring the property. His extensive background in large-scale residential developments, combined with his intention to demolish the existing structure and build apartment buildings, aligns seamlessly with the borough's vision to optimize this centrally located parcel and enhance its tax revenue potential.

Moreover, the borough lacks the financial means to undertake the demolition itself in a worst-case scenario, which makes Mr. Johnson's proposal all the more appealing. By selling to him, the borough stands to save on the substantial demolition costs, estimated at \$2M, as well as ongoing maintenance expenses which have ranged from \$85-120k annually. It's important to note that the borough does not assume any responsibility for the demolition and construction activities post-sale, as these processes are governed by existing codes and regulations. As required by WMC 16.12.012, both the Economic Development Board and Planning and Zoning Commission considered the proposal by Mr. Johnson. Below are their recommendations.

The Economic Development Board and Planning & Zoning Commission both voted to recommend approval of Mr. Wayne Johnson's request to purchase Borough-owned real property identified as Lot A, Block 54, of the W.M.C replat subdivision, zoned Open-Space Public according to Plat 2018-6.

On February 5th, 2024, the Economic Development Board reviewed Mr. Wayne Johnson's request to purchase Borough-owned real property known as the Wrangell Medical Center (old hospital).

On March 14th, 2024, the Planning and Zoning Commission reviewed Mr. Wayne Johnson's request to purchase Borough-owned real property known as the Wrangell Medical Center (old hospital).

The following information related to sales for economic development purposes was provided to the Economic Development Board in a written agenda statement associated with the approval of this item. When Borough-owned property or tidelands are sold for less than fair market value, it is often under the notion that there is an economic benefit to the community and/or that the sale is in the best interest of the Borough. In determining the best interests of the Borough, the Economic Development Board and Assembly may consider any relevant factors, which may include:

1. The desirability of the economic development project;

- 2. The actual or potential economic benefits to the borough, its economy and other businesses within the borough;
- 3. The contribution of the proponent to the economic development project in terms of money, labor, innovation, expertise, experience and otherwise;
- 4. The business needs of the proponent of the project in terms of integration into existing facilities and operations, stability in business planning, business commitments, and marketing;
- 5. Actual or potential local employment due to the economic development project;
- 6. Actual and potential enhancement of tax and other revenues to the borough related to the project; and
- 7. Existing and reasonably foreseeable land use patterns and ownership.

While there is a prospective housing development that Mr. Johnson ventures to accomplish, the current proposal solely reflects the purchase and sale agreement for the former Wrangell Medical Center for \$200,000 (along with the six adjacent lots) subject to the terms and conditions summarized above. It is the interest of the Borough to sell the property as conveyed in the property's real estate listing and marketed sale which was at the direction of the Assembly.

Immediate benefits to the Borough include a reduction in annual utility and maintenance costs, as well as recuperation of lost labor that has been allocated to the facility's needs since its vacancy. Also, a sale to a private party constitutes an assessment to determine land values for property taxes to be paid by the new owner. Moreover, the sale of the property limits the planning and development burden assumed by the Borough as it would be responsible for continued outreach to source a buyer or new industry to repurpose the facility, all while incurring the maintenance and labor expenses to keep the facility in a state of good repair.

As Mr. Johnson proceeds with his plan to demolish the building with the intent to build additional housing units on the property the benefit increases. The housing crisis known nationally affects Alaska, the region, and Wrangell specifically. It would be a significant economic benefit to the community if additional housing were to become available for purchase, which may open other housing options for residents or attract new residents. Retention of existing and attraction of new residents is an area of continued focus for the Borough.

Final payment for the old Wrangell Medical Center will be made on or before May 30<sup>th</sup>, 2024. We will bring a resolution to the assembly to accept these funds. The funds are historically deposited into either the residential or industrial construction fund, unless otherwise provided by the Assembly.

## CITY AND BOROUGH OF WRANGELL, ALASKA

RESOLUTION NO: <u>04-24-1850</u>

A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, APPROVING THE CONVEYANCE OF THE OLD WRANGELL MEDICAL CENTER AND REAL PROPERTY AS DESCRIBED AS LOT A, BLOCK 54 OF THE W.M.C. REPLAT, PARCEL 02-031-351, ZONED OPEN SPACE, TO WAYNE JOHNSON, DBA WRANGELL HERITAGE HOUSE DEVELOPMENT, LLC, AND TO APPLY WMC 16.12.012 — DISPOSITION OF REAL PROPERTY FOR ECONOMIC DEVELOPMENT PURPOSES FOR A FIXED AMOUNT OF \$200,000 FOR THE PURPOSE OF DEMOLISHING THE OLD WRANGELL MEDICAL CENTER

WHEREAS, Wayne Johnson, DBA Wrangell Heritage House Development, LLC, whose address is 5228 Forsyth Road, Macon, GA 31210, approached the borough with an offer to purchase the Old Wrangell Medical Center and Real Property as described as Lot A, Block 54 of the W.M.C Replat, Parcel 02-031-351, zoned Open Space; and

WHEREAS, because the request to purchase is for Economic Development Purposes (WMC 16.12.012), the request must first go to the Planning & Zoning Commission and the Economic Development Board; and

WHEREAS, the Economic Development Board provided a written memo from their meeting on March 5, 2024 in the affirmative to sell the borough-owned real property; and

WHEREAS, the Planning & Zoning Commission provided a written memo from their meeting on March 14, 2024 in the affirmative to sell the borough-owned real property; and

WHEREAS, the borough has determined that selling the above real property is in the best interest of the borough and follows the Wrangell Municipal Code requirements as per WMC 16.12.012; and

WHEREAS, the purchase and sale agreement provides the terms and conditions of the sale; and

WHEREAS, the borough assembly held a Public Hearing on April 9, 2024, to which all property owners within 300-feet of the proposed real property were notified of the Borough Assembly's public hearing; and

WHEREAS, the borough received no protests for the sale of said real property; and

WHEREAS, the borough and Mr. Johnson both agree to the sales price of \$200,000 for the Old Wrangell Medical Center and property; and

WHEREAS, the Borough Assembly is approving the sale of the above described borough-owned real property through the provisions in WMC 16.12.012 to Wayne Johnson, DBA Wrangell Heritage House Development, LLC and, for the amount of \$200,000, plus advertising and recording fees.

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

<u>Section 1.</u> The Assembly of the City & Borough of Wrangell, Alaska authorizes the sale of the Borough–owned real property more particularly known as: Lot A, Block 54 of the W.M.C Replat, Parcel 02-031-351, zoned Open Space to Wayne Johnson, DBA Wrangell Heritage House Development, LLC., whose address is 5228 Forsyth Road, Macon, GA 31210.

Section 2. The Borough Mayor and Clerk are authorized to execute a quit claim deed to Wayne Johnson, DBA Wrangell Heritage House Development, LLC, to convey the real property, when the full price of \$200,000 is paid.

<u>Section 3.</u> The purchase and sales agreement (Exhibit A) is hereby attached and approved to this resolution.

<u>Section 4.</u> This resolution takes effect upon approval.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY & BOROUGH OF WRANGELL, ALASKA THIS 9<sup>th</sup> DAY OF April, 2024.

	CITY & BOROUGH OF WRANGELL
	Patricia Gilbert, Borough Mayor
ATTEST:Kim Lane_MMC_Borough Clerk	

Kelley Decker PO Box 2177 633 Reid St Wrangell AK 99929

City and Borough of Wrangell PO Box 531 Wrangell AK 99929

Honorable Assembly Members,

I am writing to you as a concerned citizen and not just a neighbor of the proposed sale of the old Wrangell Medical Center and the adjacent 6 borough lots.

The price that has been historically set for the Wrangell Medical Center building and property was 850,000.00. My general feeling was that it was priced too high, especially considering the asbestos problems with the property and the lack of maintenance throughout the years that has caused considerable damage. Now, the price has dropped to 200,000.00 with the contingency that the borough owned 6 lots behind it become part of the package deal.

Has the borough even tried to advertise this property at the price of 200,000? I'm sure the sticker shock of the 850,000 deterred many investors from even looking.

I have seen references that if the borough approves the sale to Mr. Johnson, the 6 additional lots will be sold at fair market prices. I have also seen where that was not reported exactly that way.

Property is expensive in Wrangell, housing is even more expensive for rent or purchase. In consideration of an outside investor, my hope is that the assembly will not just give away our resources. I implore you to consider the fact that Mr. Johnson is in the business of making money. He is not considering investing here out of the kindness of his heart and we should not be giving anything away in this scenario. I could see it if it were a group of locals with limited funding trying to pull off this endeavor. Mr. Johnson is in the investment/banking industry, this proposed venture falls in line with other things he has done to generate income.

The proposal that I've heard a couple versions of now, is to build a 2-3 story building, now more recently a 6-story building with up to 48 condos. An investment of this nature, with keeping the sale of a condo under \$500,000.00 for each unit -per Mr. Johnson's assessment would mean a turnover of over \$20,000,000.00 for Mr. Johnson and any investment associates he brings to the table. He plans to put a management company in place to manage the condominium association, which will be outsourced, more than likely.

Our community needs "reasonably priced housing", both for renters and buyers. Selling 48 condo's as well as the sales that are coming up at Alder Top will do nothing but continue to drive up the property values for the rest of the community. The values are already on the verge of costing out citizens that are not employed by the Muncipality, State, Searhc, TSA or those that don't receive a subsidy to help with rent/mortgage/utility or food purchasing. Our children graduating high school cannot currently find or afford to rent in this community. Our property taxes are increasing drastically partially due to the amount of houses being bought and sold by Searhc employees that sign contracts for a couple of years before turning the houses for a profit and leaving the state of Alaska as well as purchases by retired couples that want to summer in Alaska.

Selling condominiums for somewhere under 500,000.00 each is not bringing affordable housing to Wrangell, it is selling out to a big outside investor who stands to make a large profit on selling those units.

Sitting on a viable piece of property that is costing the city is not in the best interest of our community but giving it away isn't either. I am concerned that the borough is jumping too soon to approve a plan for a developer that hasn't even solidified his plans yet. How are we going to mitigate as a community, changes to his potential plan if there is no solid plan or agreement in the first place? Are we even aware of whether he can legally dictate that parts of a building designated as condominiums are to be purchased by families or not? Is it going to be a 2-3 story tall or 6 story tall building? Why are we signing a purchase agreement and then after the fact holding public forums to discuss it and have question and answer sessions? Any answer he provides will be interesting but moot at that point since he will already have the keys to the property by that time.

If Mr. Johnson wants the 6 adjacent lots, he should pay the fair market price just like anyone else would have to. He may be stuck paying property taxes for a while before the building is completed, but it will be the condominium owners that will ultimately be paying the property taxes on the properties, for the pretty price that he will be able to sell them.

These lots were not previously available to the public to purchase. I live right across the street from these lots, I look at them from my living room window. I would have loved to purchase the wooded forest across from me in the past, but the lots were not situated by the borough to be sold, they were designated a green belt. That is a bit unfair that they were suddenly situated to sell but only due to the potential sale of the Wrangell Medical Center, but then again now that property taxes have gone up so drastically, I wouldn't be able to afford it anyway.

Please consider this very carefully, once you approve it, you cannot take it back.

Sincerely,

Kelley Decker

Keeley a. Decker

#### REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (the "Agreement") is made and entered into effective as of the 23rd day of February 2024 (the "Effective Date"), by and between CITY AND BOROUGH OF WRANGELL, whose address is PO Box 531, Wrangell, AK 99929 (collectively, "Seller"), and WRANGELL HERITAGE HOUSE DEVELOPMENT, LLC, an Geogia limited liability company, whose address is 5228 Forsyth Rd, Macon, GA 31210 ("Buyer").

#### RECITALS

WHEREAS, Seller owns certain property located in Wrangell, Alaska described in this Agreement;

WHEREAS, Seller desires to sell to Buyer and Buyer desires to purchase from Seller the property owned by Seller on the terms and conditions mutually agreed to by the parties, as memorialized herein.

NOW, THEREFORE, the parties agree as follows:

Section 1. <u>Sale of the Property</u>. Subject to and as provided by the terms and conditions of this Agreement, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, all of Seller's rights, title and interest in and to the following-described real property and all improvements thereon and all rights and privileges appurtenant thereto (the "**Property**") hereto:

LOT A, BLOCK 54, OF THE W.M.C. REPLAT, ACCORDING TO PLAT 2018-6, ZONED OPEN SPACE (PARCEL # 02-031-351).

- Section 2. <u>Purchase Price and Terms of Payment</u>. The purchase price for the Property (the "**Purchase Price**") shall be Two Hundred Thousand and 00/100 Dollars (\$200,000.00). The Purchase Price shall be paid by Buyer at Closing, as follows:
  - a. The Purchase Price shall be paid to Seller on the Closing Date, simultaneously with the delivery of the Conveyance Deed, by federal funds wire transfer of immediately available funds to an account at such bank or banks as shall be designated by Seller by notice to Buyer at least 10 Business Day[s] prior to the Closing Date.

Buyer expressly acknowledges that Buyer's obligations to pay the Purchase Price and otherwise consummate the transactions contemplated hereby are not in any way conditioned upon Buyer's ability to obtain financing of any type or nature whatsoever, whether by way of debt financing, equity investment, or otherwise.

Section 3. [Reserved].

## Section 4. <u>Contingencies</u>.

- (a) <u>Buyer's Contingencies</u>. Buyer's obligation to consummate the transactions contemplated by this Agreement and close on the purchase of the Property is contingent upon the satisfaction of the following contingencies:
- Title Review. Buyer shall promptly order from Alaska Escrow and Title Insurance Agency, Inc. (the "Title Company") a title examination report (the "Title **Report**") and survey update and shall cause a copy of the Title Report and updated survey to be delivered to Seller. No later than 5:00 PM Alaska time on the date that is twenty (20) Business Days after the date hereof (the "Title Report Objection Date"), Buyer shall furnish to Seller a writing (the "Title Report Objection Notice") specifying any exceptions to title to the Property set forth in the Title Report which are not Permitted Exceptions (each, a "Title Objection"). Buyer's failure to timely deliver the Title Report Objection Notice on the Title Report Objection Date shall constitute Buyer's irrevocable acceptance of the Title Report and Buyer shall be deemed to have unconditionally waived any right to object to any matters set forth therein. If, after giving the Title Report Objection Notice to Seller, Buyer receives a continuation report showing any exceptions to title to the Property which are not Permitted Exceptions, Buyer shall give written notice thereof to Seller no later than 5:00 PM Alaska time on the date that is ten (10) Business Days after the date Buyer receives such continuation report. If Buyer fails to give Seller such notice, Buyer shall be deemed to have unconditionally waived any additional matters as to which it fails to give such notice to Seller. Buyer hereby acknowledges and agrees that TIME IS OF THE ESSENCE with respect to all time periods relating to Buyer's obligations as set forth in this Article.
- ii. <u>Sale of Adjacent Lots.</u> Buyer's agreement and obligation to complete this purchase as set forth in this Agreement is contingent upon Seller and Buyer reaching a mutually agreeable understanding on the six adjacent properties (lots) which Buyer has requested to purchase in addition to the property described in this Agreement. This mutually agreeable understanding, once it is reached, shall be evidenced in writing signed by both parties to this Agreement.
- (b) <u>Seller's Contingencies</u>. Seller's obligation to consummate the transactions contemplated by this Agreement and close on the purchase of the Property is contingent upon the satisfaction of the following contingencies:
  - i. <u>Borough Assembly Approval</u>. Before this Agreement may be executed and the transactions contemplated in this Agreement may be consummated, the City and Borough of Wrangell Assembly must formally approve the transactions contemplated by this Agreement in accordance with Wrangell Municipal Code and Alaska law.

### Section 5. Property Sold "AS IS, WHERE IS".

(a) <u>As-Is, Where-Is</u>. Except as expressly set forth in this Agreement to the contrary, Buyer is expressly purchasing the Property in its existing condition "AS-IS, WHERE-IS, AND WITH ALL FAULTS" with respect to all facts, circumstances, conditions, and defects, and Seller

has no obligation to determine or correct any such facts, circumstances, conditions, or defects or to compensate Buyer for same. Seller has specifically bargained for the assumption by Buyer of all responsibility to investigate the Property, Laws and Regulations, Rights, Facts, Leases, Service Contracts, Violations, Employees, and of all risk of adverse conditions and has structured the Purchase Price and other terms of this Agreement in consideration thereof. Buyer has undertaken all such investigations of the Property, Laws and Regulations, Rights, Facts, Leases, and Violations, as Buyer deems necessary or appropriate under the circumstances as to the status of the Property and based upon same, Buyer is and shall be relying strictly and solely upon such inspections and examinations and the advice and counsel of its own consultants, agents, legal counsel, and officers. Buyer is and shall be fully satisfied that the Purchase Price is fair and adequate consideration for the Property and, by reason of all the foregoing, Buyer assumes the full risk of any loss or damage occasioned by any fact, circumstance, condition, or defect pertaining to the Property.

- (b) No Warranty or Other Representation. Except as expressly set forth in this Agreement to the contrary, Seller hereby disclaims all warranties of any kind or nature whatsoever (including, without limitation, warranties of habitability and fitness for particular purposes), whether expressed or implied including, without limitation warranties with respect to the Property. Except as is expressly set forth in this Agreement to the contrary, Buyer acknowledges that it is not relying upon any representation of any kind or nature made by Seller, or any of Seller's officials, employees, or agents, with respect to the Property, and that, in fact, except as expressly set forth in this Agreement to the contrary, no such representations were made. To the extent required to be operative, the disclaimers and warranties contained herein are "conspicuous" disclaimers for purposes of any applicable law, rule, regulation, or order. Seller makes no warranty or representation that any proposed development, construction, land use, or activity on the Property by Buyer or any other party or entity will be authorized or permitted by the City and Borough of Wrangell or any other governmental authority.
- (c) Environmental Laws; Hazardous Materials. Seller makes no warranty with respect to the presence of Hazardous Materials on, above, or beneath the Property (or any parcel in proximity thereto) or in any water on or under the Property. The Closing hereunder shall be deemed to constitute an express waiver of Buyer's right to cause Seller to be joined in any action brought under any Environmental Laws. Seller has disclosed to Buyer information and documentation related to the Alaska Department of Environmental Conservation's ("ADEC") soil testing and other work at the Property related to a leak of diesel fuel discovered on the Property in 2016. Buyer agrees that it has reviewed this information, has had an adequate opportunity to investigate the issue and the Property for the presence of Hazardous Materials. Buyer agrees that it will be solely responsible for all ADEC requirements related to this issue.

As used herein, the term "Hazardous Materials" shall mean: (a) those substances included within the definitions of any one or more of the terms "hazardous materials," "hazardous wastes," "hazardous substances," "industrial wastes," and "toxic pollutants," as such terms are defined under the Environmental Laws, or any of them; (b) petroleum and petroleum products, including, without limitation, crude oil and any fractions thereof; (c) natural gas, synthetic gas, and any mixtures thereof; (d) asbestos and or any material which contains any hydrated mineral silicate, including, without limitation, chrysotile, amosite, crocidolite, tremolite, anthophylite, and/or actinolite,

whether friable or non-friable; (e) polychlorinated biphenyl ("PCBs") or PCB-containing materials or fluids; (f) radon; (g) any other hazardous or radioactive substance, material, pollutant, contaminant, or waste; and (h) any other substance with respect to which any Environmental Law or governmental authority requires environmental investigation, monitoring, or remediation. As used herein, the term "Environmental Laws" shall mean all federal, state, and local laws, statutes, ordinances, and regulations, now or hereafter in effect, in each case as amended or supplemented from time to time, including, without limitation, all applicable judicial or administrative orders, applicable consent decrees, and binding judgments relating to the regulation and protection of human health, safety, the environment, and natural resources (including, without limitation, ambient air, surface water, groundwater, wetlands, land surface or subsurface strata, wildlife, aquatic species and vegetation), including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §§ 9601 et seq.), the Hazardous Material Transportation Act, as amended (49 U.S.C. §§ 5101 et seq.), the Federal Insecticide, Fungicide, and Rodenticide Act, as amended (7 U.S.C. §§ 136 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. §§ 6901 et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. §§ 2601 et seq.), the Clean Air Act, as amended (42 U.S.C. §§ 7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §§ 1251 et seq.), the Safe Drinking Water Act, as amended (42 U.S.C. §§ 300f et seq.), any state or local counterpart or equivalent of any of the foregoing, and any federal, state, or local transfer of ownership notification or approval statutes.

- (d) Seller Release. Buyer shall rely solely upon Buyer's own knowledge of the Property based on its investigation of the Property and its own inspection of the Property in determining the Property's physical condition and Buyer agrees that it shall, subject to the express warranties, representations, and conditions contained in this Agreement, assume the risk that adverse matters, including but not limited to, construction defects and adverse physical and environmental conditions, may not have been revealed by Buyer's investigations. Except as expressly set forth in this Agreement to the contrary, Buyer releases Seller, the Seller-Related Parties and their respective successors and assigns from and against any and all claims which Buyer or any party related to or affiliated with Buyer (each, a "Buyer-Related Party") has or may have arising from or related to any matter or thing related to or in connection with the Property except as expressly set forth in this Agreement to the contrary, including the documents and information referred to herein, the Leases, the Tenants, any construction defects, errors, or omissions in the design or construction and any environmental conditions and, except as expressly set forth in this Agreement to the contrary, neither Buyer nor any Buyer-Related Party shall look to Seller, the Seller-Related Parties, or their respective successors and assigns in connection with the foregoing for any redress or relief. This release shall be given full force and effect according to each of its express terms and provisions, including those relating to unknown and unsuspected claims, damages, and causes of action. To the extent required to be operative, the disclaimers and warranties contained herein are "conspicuous" disclaimers for purposes of any applicable law, rule, regulation, or order.
- (e) <u>Property Taxes.</u> Buyer acknowledges that it will be responsible for the payment of property taxes for the Property pursuant to Wrangell Municipal Code and Alaska statutes. If Buyer contends that the property is exempt from property taxes, Buyer agrees to make a payment in lieu

of taxes commensurate to the assessed value of the land and improvements thereon as assessed in the current tax year multiplied by the mill rate adopted by the Borough Assembly.

- (f) <u>Survival</u>. The provisions of this Section 5 shall survive the Closing or the earlier termination of this Agreement and shall not be deemed to have merged into any of the documents executed or delivered at the Closing.
- Section 6. <u>Limited Representations and Warranties of Seller</u>. As of the Effective Date, Seller hereby represents and warrants to Buyer as follows, each of which is being relied upon by Buyer, shall be deemed to be restated as of the Closing, and shall survive Closing and not merge into the deed or other documents to be delivered at Closing:
- (a) Ownership and Authority. Seller owns the Property and has the full power, capacity and legal right to execute and deliver this Agreement and to sell the Property to Buyer, pursuant to the terms of this Agreement and subject to approval by the City and Borough of Wrangell Assembly as required by Wrangell Municipal Code and state law. Seller will transfer the Property at Closing to Buyer free and clear of any liens and encumbrances, subject only to the Permitted Exceptions.
- (b) <u>No Conflict</u>. The execution and delivery of this Agreement and the performance of Seller's obligations under this Agreement are not prohibited by and will not breach any contractual covenant or restriction between Seller and any third party, nor create or cause to be created any mortgage, lien, encumbrance or charge on the Property, and, there are no existing purchase agreements, option agreements, contracts, leases, licenses, or use agreements, recorded or unrecorded, relating to the Property to which Seller is a party or by which Seller or the Property are bound.
- (c) <u>Litigation</u>. There is no action, suit or proceeding pending or, to Seller's knowledge, threatened by or against or affecting Seller or the Property which does or will affect the Property or Seller's interest therein.
- Section 7. <u>Limited Representations and Warranties of Buyer</u>. As of the Effective Date, Buyer hereby represents and warrants to Seller as follows, each of which is being relied upon by Seller, shall be deemed to be restated as of the Closing, and shall survive Closing and not merge into the deed or other documents to be delivered at Closing:
- (a) <u>Authority</u>. Buyer has full power and authority to enter into and perform this Agreement in accordance with its terms. Buyer is a LLC validly formed and in good standing under the laws of the State of Georgia. Buyer is duly qualified to do business and is in good standing in the State of Alaska. All requisite action (corporate, trust, partnership, or otherwise) has been taken by Buyer in connection with this Agreement or shall have been taken on or prior to the Closing Date. Buyer's execution, delivery, and performance of this Agreement have been duly authorized, and all required consents or approvals have been obtained. The individuals executing this Agreement on behalf of Buyer have the power and authority to bind Buyer to the terms and conditions of this Agreement.

- (b) <u>Enforceability</u>. This Agreement is a valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, or other similar laws affecting the enforcement of creditors' rights generally.
- (c) <u>No Conflict</u>. The execution and entry into this Agreement, the execution and delivery of the documents and instruments to be executed and delivered by Buyer on the Closing Date, and the performance by Buyer of Buyer's duties and obligations under this Agreement and of all other acts necessary and appropriate for the full consummation of the purchase of the Property as contemplated herein, are consistent with all applicable contracts, agreements and other instruments to which Buyer is a party.
- (d) <u>Litigation</u>. There are no actions, lawsuits, litigation, or proceedings pending or threatened in any court or before any governmental or regulatory agency that affect Buyer's power or authority to enter into or perform this Agreement.
- Section 8. <u>Time and Place for Closing</u>. The closing of the transaction contemplated by this Agreement (the "Closing") will occur on or before May 30, 2024, or at such other date as agreed by the Parties in writing. The actual date on which the Closing occurs is referred to as the "Closing Date."
- Section 9. <u>Deliveries at Closing</u>. All documents executed or delivered at the Closing will be in a form attached hereto, or as agreed to by the parties prior to Closing, consistent with this Agreement. At Closing,
- (a) Seller will deliver or cause to be delivered to Buyer the following executed, certified and acknowledged by Seller, as appropriate:
- (i) A statutory warranty deed for recording in the Wrangell Recording District.
  - (ii) All other documents reasonably requested by Buyer.
- (b) Buyer will deliver or cause to be delivered to Seller the following executed, certified and acknowledged by Buyer, as appropriate:
  - (i) The Purchase Price.
  - (ii) All other documents reasonably requested by Seller.

## Section 10. <u>Closing Costs & Apportionments.</u>

Buyer shall pay: (i) all document recording charges; (ii) the cost of a Title Insurance Policy; (iii) all costs associated with the requirements of Wrangell Municipal Code for the sale of Borough property, including but not limited to an appraisal of the Property, publishing public notices, and recording fees; (iv) all costs associated with any financing Buyer may obtain to consummate the Property's acquisition; (v) the Title Company's fees, (vi) all costs and expenses

related to the Buyer's due diligence investigations; and (vii) all legal and professional fees and costs of attorneys and other consultants and agents retained by Buyer. All fees shall be identified on the Settlement Statement prepared by the Title Company.

This Section 10 shall survive the Closing or any termination of this Agreement and shall not be deemed to have merged into any of the documents executed or delivered at the Closing.

Section 11. Risk of Loss. If prior to the Closing Date any portion of the Property shall be taken by condemnation or eminent domain or damaged or destroyed by fire or other casualty, neither party shall have the right to cancel this Agreement. Buyer shall purchase the Property in accordance with this Agreement, and the Purchase Price shall not be reduced; provided, however, that Seller's rights to any award resulting from such taking or any insurance proceeds resulting from such fire or other casualty (less any sums expended by Seller for repair or restoration through the Closing Date) shall be assigned by Seller to Buyer at the Closing. Buyer and Seller hereby irrevocably waive the provision of any statute that provides for a different outcome or treatment if the Property shall be taken or damaged or destroyed by fire of other casualty.

#### Section 12. Defaults and Remedies.

- (a) <u>Default by Seller</u>. If Seller breaches any of its representations or warranties or fails to perform any of the covenants or agreements contained herein which are to be performed by Seller and the Closing does not occur as provided herein (each, a "**Seller Default**"), the sole and exclusive remedy of the Buyer shall be to terminate this Agreement by notice to Seller, and the parties shall be released from further liability to each other hereunder, except for those obligations and liabilities that are expressly stated to survive termination. Buyer shall have no right to specific performance or right to any damages other than as set forth herein.
- (b) <u>Default by Buyer</u>. If Buyer breaches any of its representations or warranties or fails to perform any of the covenants or agreements contained herein which are to be performed by Buyer and the Closing does not occur as a result thereof (a "**Buyer Default**"), the sole and exclusive remedy of the Seller shall be to terminate this Agreement by notice to Buyer, and the parties shall be released from further liability to each other hereunder, except for those obligations and liabilities that are expressly stated to survive termination. Seller shall have no right to specific performance or right to any damages other than as set forth herein.

This Agreement confers no present right, title, or interest in the Property to Buyer and Buyer agrees not to, and waives its right to, file a *lis pendens* or other similar notice against the Property. Notwithstanding the foregoing, if Seller terminates this Agreement pursuant to a right given to it hereunder and Buyer takes any action which interferes with Seller's ability to sell, exchange, transfer, lease, dispose of, or finance the Property or take any other actions with respect thereto (including, without limitation, the filing of any *lis pendens* or other form of attachment against the Property), then Buyer shall be liable for all loss, cost, damage, liability, or expense

(including, without limitation, reasonable attorneys' fees, court costs, and disbursements and consequential damages) incurred by Seller by reason of such action by Buyer.

(c) <u>Survival</u>. The provisions of this Section 12 shall survive the termination of this Agreement and the Closing and shall not be deemed to have merged into any of the documents executed or delivered at the Closing.

## Section 13 Indemnification for Environmental Claims.

- (a) <u>Indemnified Obligations.</u> Buyer shall indemnify, defend, release, and hold harmless the Seller for, from, and against any and all Losses incurred by or asserted against Seller and directly or indirectly arising out of, or in any way relating to, one or more of any of the following (collectively, "**Indemnified Obligations**"):
  - (i) The presence of any Hazardous Materials, in, on, above, under, or migrating to or from the Property;
  - (ii) Any past, present, or threatened release of Hazardous Materials in, on, above, under, or migrating to or from the Property;
  - (iii) Any Remedial Work, whether voluntary or pursuant to court order or administrative directive. "Remedial Work" means any activity, response, corrective action, site monitoring, auditing, sampling, testing, containment, abatement, cleaning, removal, restoration, or other work to clean up, detoxify, decontaminate, close, contain, abate, or otherwise remediate any Prohibited Activities or Conditions located in, on, under, above, or migrating from or onto the Property, including, without limitation, any post-remedial studies, monitoring, or testing, whether such actions shall be required by Environmental Laws, or by order of, or pursuant to agreements with, any Governmental Authority, or recommended by any environmental professional, certified industrial hygienist, or Person with similar qualifications;
  - (iv) Any Prohibited Activities or Conditions by Buyer, an Affiliate of Buyer, or any tenant or other user of the Property. "Prohibited Activities or Conditions" means the occurrence of any of the following activities or conditions: (a) the presence, use, generation, release, treatment, processing, storage, handling, or disposal of any Hazardous Materials on, about, from, upon, or under the Property; (b) the transportation of any Hazardous Materials to, from, or across the Property; (c) any Remedial Work at, on, or under the Property undertaken without Seller's prior written consent; (d) any activity at the Property requiring an Environmental Permit or other written authorization from any Governmental Authority that is performed without Seller's prior written consent; (e) any occurrence or condition in violation of, or noncompliance with, Environmental Laws, or the terms of any Environmental Permit; or (f) any activity on or emanating from the Property that, directly or indirectly, results in

the contamination of another property (wherever located) or which causes such other property to be in violation of Environmental Laws;

- (v) The imposition of any environmental lien encumbering the Property;
- (vi) Any acts of the Buyer in connection with the abatement, removal, disposal, or treatment (whether done directly or arranged through a third party), of Hazardous Materials, including, without limitation, any release occurring during such abatement, removal, disposal, or treatment; and
- (vii) Any judgment or liability arising out of, any claim, suit, action, or proceeding, whether judicial or administrative in nature, and any other expense in any way connected to or pertaining to the matters addressed in this section.

As used herein, "Losses" means any and all claims (including, without limitation, personal injury, wrongful death, damage to property or natural resources, strict liability, and punitive damages), obligations, expenses, fines, penalties, fees, judgments, awards, amounts paid in settlement, costs of Remediation (whether or not performed voluntarily), financial assurances (including, without limitation, bonds and other surety posted for completion of any Remediation), costs of administrative oversight, reasonable legal fees and disbursements, engineering fees, environmental consultant fees, investigation costs, (including, without limitation sampling, testing, and analysis of soil, water, air, and building materials), costs of defending any action, suit, claim, or proceeding (judicial, nonjudicial, or administrative), costs recoverable by any Governmental Authority, and all other liabilities incurred of whatever kind or nature.

- (b) <u>Waivers of Defense and Additional Waivers</u>. Buyer hereby irrevocably and unconditionally waives and relinquishes:
  - (i) Any right to revoke the requirements of this Section 13, it being agreed that Section 13 is continuing and applies to all present and future Indemnified Obligations;
  - (ii) Any defense related to a failure or delay by Seller to exercise any rights or remedies in Section 13;
  - (iii) Any defense, setoff, or counterclaim (other than a defense of performance) related to the obligations in Section 13 that may at any time be available to, or be asserted by, Buyer;
  - (iv) Any defense related to any change in the laws, including without limitation, Environmental Laws, after the Effective Date of this Agreement;

- (v) Any defense related to any benefits of a statute of limitations or repose applicable to Buyers.
- (c) <u>Enforcement Costs.</u> Buyer agrees to pay, upon written demand from Seller, all costs incurred by Seller to collect any amounts payable under Section 13 or to enforce, protect, or defend its rights hereunder, in each case, without regard to whether any legal action or proceeding is commenced. Such amounts shall include, without limitation, reasonable fees for attorneys, paralegals, and other hired legal professionals, court fees, including, without limitation, pretrial, trial, and appellate proceedings, fees for discovery, expert witnesses, environmental specialists, and costs incurred in post-judgment collection efforts and any bankruptcy proceeding (collectively, "**Enforcement Costs**"). Enforcement Costs incurred by Seller shall be immediately due and payment on demand and shall bear interest at the applicable statutory rate from the date incurred if not paid in full within sixty (60) days of demand.
- (d) <u>Survival</u>. The provisions of this Section 13 shall survive the Closing and shall not be deemed to have merged into any of the documents executed or delivered at the Closing.

Section 14. Notices. Except to the extent otherwise expressly provided in this Agreement, any notice or communication which may be or is required to be given pursuant to the terms of this Agreement shall be in writing, and any such notice or communication will be deemed to have been given if and when delivered or mailed to any such party by commercial overnight courier, personal delivery, email, or certified mail, return receipt requested, addressed to such party at such party's address as provided below or such other address as either party may designate by notice similarly sent. Notice by mail is effective three (3) days after the date such notice is deposited in the mail. Notice given by commercial overnight courier or personal delivery is effective upon receipt. Notice given by email is effective upon confirmation of successful transmission by the transmitting machine.

If to Seller:

Borough Clerk City and Borough of Wrangell PO Box 531 Wrangell, AK 99929

If to Buyer:

Wrangell Heritage House Development, LLC 5228 Forsyth Rd Macon, GA 31210 Attn: Arthur Wayne Johnson

Section 15. <u>Assignment</u>. Neither this Agreement nor the rights or obligations of any party under this Agreement may be assigned by any party without the prior written consent of the

other party, which consent may not be unreasonably withheld, and any transfer or assignment in violation hereof shall be null and void and of no force or effect.

- Section 16. <u>Further Assurances and Cooperation</u>. Each party shall from time to time take such actions and execute such additional instruments as may be reasonably necessary or convenient to implement and carry out the intent and purpose of this Agreement.
- Section 17. <u>Counterparts and Electronic Signatures</u>. This Agreement may be executed in one or more counterparts, all of which together shall constitute one and the same agreement. A signed copy of this Agreement delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
  - Section 18. No Recordation. This Agreement shall not be recorded.
- Section 19. <u>Time</u>. Time is of the essence under this Agreement. In the event any deadline or contingency termination falls on a Saturday, Sunday or state or federal holiday, the deadline or contingency shall be extended to the first business day following the Saturday, Sunday or state or federal holiday.
- Section 20. <u>No Brokers or Licensee Relationships</u>. The parties represent to each other that there are no brokers or licensees involved in this transaction and each party agrees to indemnify, defend and hold harmless the other party from claims of any person for brokerage or finder's fees or commissions based upon any agreement or understanding alleged to have been made by any such person in connection with this Agreement.
- Section 21. <u>Survival</u>. The terms, representations, conditions and provisions of this Agreement shall survive Closing and not merge into the deed or other documents to be delivered at Closing.
- Section 22. <u>Miscellaneous</u>. All prior oral and written understandings are merged herein, and no provision hereof may be waived except in writing signed by the party to be charged with such waiver. Any amendment to this Agreement must be executed in writing by both Buyer and Seller. This Agreement shall not be construed more strongly against one party than the other. The captions in this Agreement are for the convenience of the parties only and shall contain no independent significance. This Agreement shall be governed by the laws of the State of Alaska. Each of the Parties irrevocably agrees that any legal action, suit, or proceeding arising out of or relating to this Agreement, brought by any Party or its successors or assigns, shall be brought and determined in the state courts for the State of Alaska, First Judicial District at Wrangell. Both Buyer and Seller acknowledge that they have had the opportunity, if each party so desired, for the assistance of counsel in the preparation and review of this Agreement. Nothing contained herein shall be construed or interpreted as creating a partnership, joint venture or similar relationship between the parties. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first set forth above.

SELLER: CITY & BOROUGH OF WRANGELL

By: Mason Villarma

Its: Interim Borough Manager

By: Patricia Gilbert

Its: Mayor

WRANGELL HERITAGE HOUSE

DEVELOPMENT, LLC

By: Arthur Wayne Johnson

Its: Managing Member

**BUYER:** 



#### CITY & BOROUGH OF WRANGELL

INCORPORATED MAY 30, 2008

#### **Economic Development Department**

PO Box 531, Wrangell, AK 99929 Phone (907)-874-3902

Date: March 18th, 2024

To: Mason Villarma, Interim Borough Manager

Kim Lane, Borough Clerk

Assembly of the City and Borough of Wrangell

From: Kate Thomas, Economic Development Director

Subject: Request from Mr. Wayne Johnson to purchase Borough-owned real property identified as Lot A, Block 54, of the W.M.C replat subdivision, zoned Open-Space Public according to Plat 2018-6.

Attachments: 1.) Public Map of Property, 2.) PZ Staff report and meeting minutes available on "Borough Calendar" (website)

On March 5<sup>th</sup>, 2024, the Economic Development Board reviewed Mr. Wayne Johnson's request to purchase Borough-owned real property known as the Wrangell Medical Center (old hospital).

On March 14<sup>th</sup>, 2024, the Planning and Zoning Commission reviewed Mr. Wayne Johnson's request to purchase Borough-owned real property known as the Wrangell Medical Center (old hospital).

Both the Economic Development Board and Planning and Zoning Commission voted to recommend approval of Mr. Wayne Johnson's request to purchase Borough-owned real property identified as Lot A, Block 54, of the W.M.C replat subdivision, zoned Open-Space Public according to Plat 2018-6.

The following information related to sales for economic development purposes was provided to the Economic Development Board in a written agenda statement associated with the approval of this item. Additional information provided to the board can be viewed on the <u>Borough's website in the associated meeting packet</u>.

When Borough-owned property or tidelands are sold for less than fair market value, it is often under the notion that there is an economic benefit to the community and/or that the sale is in the best interest of the Borough. In determining the best interests of the Borough, the Economic Development Board and Assembly may consider any relevant factors, which may include:

- 1. The desirability of the economic development project;
- 2. The actual or potential economic benefits to the Borough, its economy, and other businesses within the Borough;

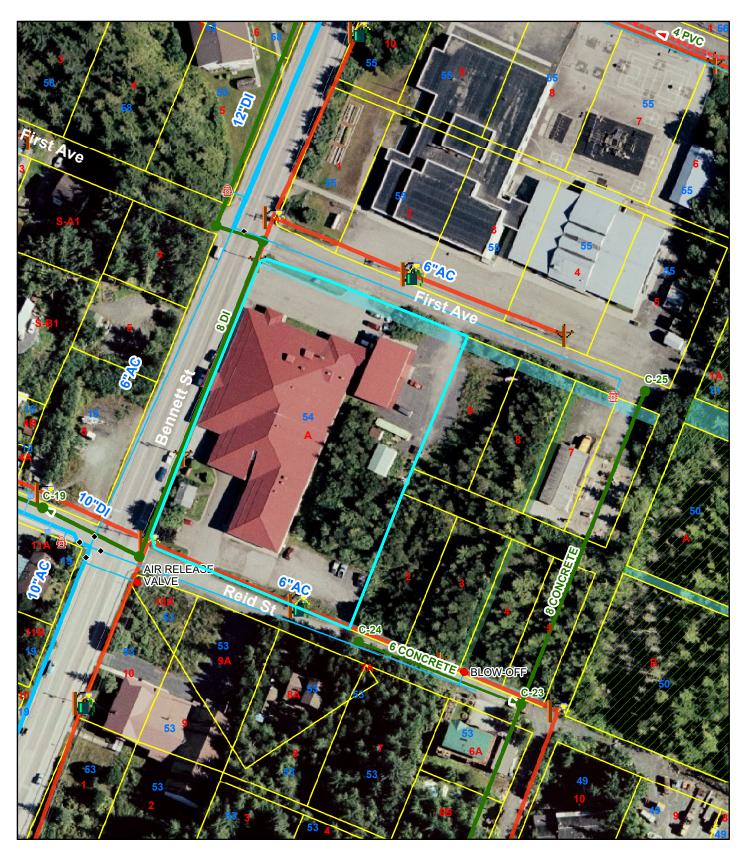
- 3. The contribution of the proponent to the economic development project in terms of money, labor, innovation, expertise, experience and otherwise;
- 4. The business needs of the proponent of the project in terms of integration into existing facilities and operations, stability in business planning, business commitments, and marketing;
- 5. Actual or potential local employment due to the economic development project;
- 6. Actual and potential enhancement of tax and other revenues to the Borough related to the project; and,
- 7. Existing and reasonably foreseeable land use patterns and ownership.

While there is a prospective housing development that Mr. Johnson ventures to accomplish, the current proposal solely reflects the purchase and sale agreement for the former Wrangell Medical Center for \$200,000 (along with the six adjacent lots) subject to the terms and conditions summarized above. It is the interest of the Borough to sell the property as conveyed in the property's real estate listing and marketed sale which was at the direction of the Assembly.

Immediate benefits to the Borough include a reduction in annual utility and maintenance costs, as well as recuperation of lost labor that has been allocated to the facility's needs since its vacancy. Also, a sale to a private party constitutes an assessment to determine land values for property taxes to be paid by the new owner. Moreover, the sale of the property limits the planning and development burden assumed by the Borough as it would be responsible for continued outreach to source a buyer or new industry to repurpose the facility, all while incurring the maintenance and labor expenses to keep the facility in a state of good repair.

As Mr. Johnson proceeds with his plan to demolish the building with the intent to build additional housing units on the property the benefit increases. The housing crisis known nationally affects Alaska, the region, and Wrangell specifically. It would be a significant economic benefit to the community if additional housing were to become available for purchase, which may open other housing options for residents or attract new residents. Retention of existing and attraction of new residents is an area of continued focus for the Borough.

# CITY AND BOROUGH OF WRANGELL, ALASKA





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# CITY AND BOROUGH OF WRANGELL, ALASKA





Public Map



## CERTIFICATE OF OWNERSHIP AND DEDICATION

WE HEREBY CERTIFY THAT WE ARE THE LESEES OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT WE HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH OUR FREE CONSENT AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS AND OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE AS NOTED.

DATE 10-9-18

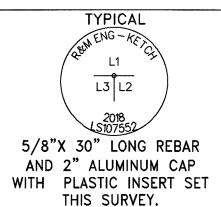
AND BOROUGH OF WRANGELL

## NOTARY'S ACKNOWLEDGMENT

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

THIS IS TO CERTIFY THAT ON THIS 9 DAY OF OCTOBER, 20 19, BEFORE ME, THE UNDERSIGNED A NOTARY PUBLIC IN AND FOR THE STATE OF ALASKA, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED WOLF STATE OF ALASKA, DULY TO ME KNOWN TO BE THE IDENTICAL INDIVIDUAL(S) MENTIONED AND WHO EXECUTED WITHIN PLAT AND\_\_\_\_\_ ACKNOWLEDGED TO ME THAT\_\_\_\_\_ SIGNED THE SAME FREELY AND VOLUNTARILY FOR THE USES AND PURPOSES THEREIN SPECIFIED.

MY COMMISSION EXPIRES 7-27-2



CLIENT: CITY & BOROUGH OF WRANGELL P.O. BOX 541 WRANGELL, ALASKA 99929

DRAWN BY: MCH CHECKED BY: CGP DATE PLATTED: SEPTEMBER, 2018 DATE SURVEYED: AUGUST, 2018 SCALE: 1"=30' SURVEYED BY: MCH

PROJ NO.: <u>182757</u>

## CERTIFICATE OF APPROVAL BY THE ASSEMBLY

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY

AND BOROUGH OF WRANGELL

(S66°42'E 67.50')

OF LOT 10

OF LOT 1

(S66°42'E)

(17.34')

10' ALLEYWAY VACATED THIS PLAT

5' OVERHEAD UTILITY

-EASEMENT CREATED

THIS PLAT

R.O.W.

(S66'42'E 100.00')

LOT 9

LOT A

OWNER: CITY & BOROUGH OF WRANGELL 84,988 S.F.

0.29 ACRE

LOT 2

PREVIOUS PROP. LINE

PREVIOUS PROP. LINE

TRACT "B"

TRACT "C"

(S66°42'E 530.00')

S66°42'00"E 237.50'

(S66°42'E 212.38')

STREET

S66'42'00"E 237.50'

WITH THE SUBDIVISION REGULATIONS OF THE CITY AND BOROUGH OF WRANGELL ASSEMBLY

AND THAT THE PLAT SHOWN HEREON HAS BEEN APPROVED FOR RECORDING IN THE

OFFICE OF THE DISTRICT COURT, EX OFFICIO RECORDER, WRANGELL, ALASKA.

AS RECORDED IN MINUTE BOOK\_\_\_\_\_\_ PAGE\_\_\_\_\_ DATED\_\_

(N23°18'E 4.50')

N23°18'00"E 4.50'~

R=5.50' -

D=90°00'00" CHD. BRG=

S21°41'58"E

ARCEL STATE OF

ENCROACHMENT

PERMIT NO.

BENNETT

ωĄ

ARCEL STATE OF

L=8.64' D=90'00'00' CHD. BRG= S21'41'58"E

 $C_{1}=7.78'$ 

N23°18'00"E 4.50'~

(N23°18'E 4.50')

OLD S.I.

REID ST.

BENNETT &

BEARING ..00' (380.00')

0 F

BASIS N23\*18'00

OLD S.I. BENNETT &

CHURCH ST.

C.=7.78'

L=8.64'

CERTIFICATE STATE OF ALASKA (FIRST JUDICIAL DISTRICT)ss

I THE UNDERSIGNED, BEING DULY APPOINTED AND QUALIFIED, AND AN ACTING ASSESSOR FOR THE CITY AND BOROUGH OF WRANGELL, HEREBY CERTIFY. THAT ACCORDING TO THE RECORDS IN MY POSSESSION, THE FOLLOWING DESCRIBED PROPERTY IS CARRIED ON THE TAX RECORDS OF THE CITY AND BOROUGH OF WRANGELL, IN THE NAME OF

AND THAT ACCORDING TO THE RECORDS IN MY POSSESSION, ALL TAXES ASSESSED AGAINST SAID LANDS ARE PAID IN FULL; THAT CURRENT TAXES FOR THE YEAR 2018 WILL BE DUE ON OR BEFORE OCTOBER 15, 2018 DATED THIS 1919 DAY OF Dotober 2018

(S66°42'E 70.00')

LOT 10

30' SCENIC STRIP

VACATED THIS PLAT

LOT 9

30' SCENIC

STRIP

LOT 2

R.O.W.

## CERTIFICATE OF APPROVAL BY THE PLANNING COMMISSION

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS OF THE CITY AND BOROUGH OF WRANGELL PLANNING COMMISSION, AND THAT SAID PLAT HAS BEEN APPROVED BY THE COMMISSION BY PLAT RESOLUTION NO DATED October 3 20 (8), AND THAT THE PLAT SHOWN HEREON HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE DISTRICT MAGISTRATE, EX-OFFICIO RECORDER, WRANGELL, ALASKA.

CHAIRMAN, PLANNING COMMISSIO

# PLAT NOTES

- THE PURPOSE OF THIS SURVEY IS TO COMBINE LOTS 1 & 10, BLOCK 54, WRANGELL TOWNSITE, ACCORDING TO PLAT NO. 68-81; AND TRACT "B", SUPPLEMENTAL PLAT OF WRANGELL TOWNSITE, USS 1119, ACCORDING TO PLAT 68-129; AND A PORTION OF LOT 1, LOT 2, LOT 9, AND PORTION OF LOT 10, BLOCK 54, TOWNSITE OF WRANGELL, ALASKA, USS 1119, WRANGELL RECORDING DISTRICT, FIRST JUDICIAL DISTRICT, STATE OF ALASKA. CREATING LOT A, BLOCK 54, W.M.C. REPLAT, WRANGELL RECORDING DISTRICT, FIRST JUDICIAL DISTRICT, STATE OF ALASKA.
- 2. THIS PLAT WILL VACATE A PORTION OF A 10' WIDE ALLEYWAY ALONG WITH A PORTION OF A 30' WIDE SCENIC STRIP.
- 3. REFERENCE THE FOLLOWING WITHIN THE WRANGELL RECORDING DISTRICT:

PLAT 68-129 (SUPPLEMENTAL PLAT OF WRANGELL TOWNSITE) PLAT 68-81 (SUBD. OF BLOCK 54, WRANGELL TOWNSITE)

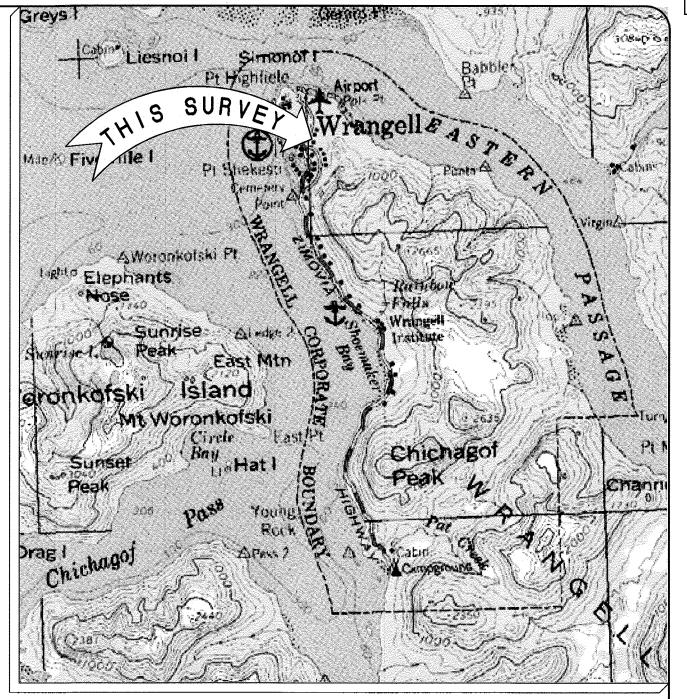
PLAT 82-1 (USS 1119) PLAT 39-30

PLAT 39-31 DEPARTMENT OF HIGHWAYS PROJECT NO. S-0943 (9) DEED 69-340 (BOOK 17, PAGE 69 - 70)

DEED 72-71 (BOOK 17, PAGE 453) DEED 69-341 (BOOK 17, PAGE 72 - 73)

ALASKA D.O.T. ENCROACHMENT PERMIT NO. WRG-18-001

- 4. REFERENCE FIRST AMERICAN TITLE INSURANCE COMPANY CERTIFICATE TO PLAT FILE NO. 32421.
- 5. ALL BEARINGS SHOWN ARE TRUE BEARINGS AS ORIENTED TO THE BASIS OF BEARING AND DISTANCES SHOWN ARE REDUCED TO HORIZONTAL GROUND DISTANCES.
- 6. THE ERROR OF CLOSURE DOES NOT EXCEED 1:5000.



VICINITY MAP: SCALE: NOT TO SCALE



# OWNERSHIP STATUS

- 1. LOT 1 (CITY OF WRANGELL)
- 2. LOT 10 (CITY OF WRANGELL)
- 3. TRACT "B" (CITY OF WRANGELL)
- 4. PORTION OF LOT 1 (CITY OF WRANGELL)
- 5. LOT 2 (CITY OF WRANGELL)
- 6. PORTION OF LOT 10 (CITY OF WRANGELL)
- 7. LOT 9 (CITY OF WRANGELL)

# PROPOSED OWNERSHIP

1. LOT A (CITY & BOROUGH OF WRANGELL)

# PREVIOUS LOT AREAS

- 1. LOT 1(9,848 SQ. FT)(0.23 ACRES)
- 2. LOT 10 (11,200 SQ. FT)(0.26 ACRES)
- 3. TRACT "B" (10,577 SQ. FT)(0.24 ACRES) 4. PORTION OF LOT 1 (10,606 SQ. FT)(0.24
- 5. LOT 2 (17,000 SQ. FT)(0.39 ACRES)
- 6. PORTION OF LOT 10 (12,379 SQ. FT)(0.28
- 7. LOT 9 (17,000 SQ. FT)(0.39 ACRES)

# NEW LOT AREAS

1. LOT A (84,988 SQ. FT)(1.95 ACRES)

# LEGEND



HIGHWAY CENTERLINE BRASS CAP RECOVERED THIS SURVEY

5/8 REBAR 30" LONG WITH 2" ALUM CAP WITH PLASTIC INSERT SET THIS SURVEY

SECONDARY MONUMENT FOUND THIS SURVEY

DATA OF RECORD

DATA MEASURED OR COMPUTED

---- PREVIOUS PROPERTY LINE



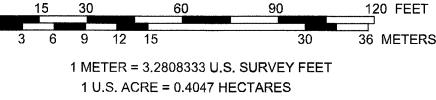
2018-6

Christopher G. Piburg

No.107552 9/28/2018

# SCALE 1"=30'

THIS DRAWING MAY BE REDUCED, VERIFY SCALE BEFORE USING



## WRANGELL RECORDING DISTRICT Revisions

Description R&M ENGINEERING-KETCHIKAN, INC. Phone: (907) 225-7917 Fax: (907) 225-3441 7180 REVILLA ROAD Ketchikan, AK 99901 Phone: (907) 305-0820 WRANGELL OFFICE P.O. BOX 701 WRANGELL, AK 99929

**CERTIFICATE OF AUTHORIZATION #: C576** 

## W.M.C. REPLAT

THE REPLAT OF LOTS 1 & 10, BLOCK 54, WRANGELL TOWNSITE, ACCORDING TO PLAT NO. 68-81; AND TRACT "B". SUPPLEMENTAL PLAT OF WRANGELL TOWNSITE, USS 1119, ACCORDING TO PLAT 68-129; AND A PORTION OF LOT 1, LOT 2, LOT 9, AND PORTION OF LOT 10, BLOCK 54, TOWNSITE OF WRANGELL, ALASKA, USS 1119, WRANGELL RECORDING DISTRICT, FIRST JUDICIAL DISTRICT STATE OF ALASKA. CREATING LOT A, BLOCK 54, W.M.C. REPLAT, WRANGELL RECORDING DISTRICT, FIRST JUDICIAL DISTRICT, STATE OF ALASKA.

# SURVEYOR'S CERTIFICATE

HEREBY CERTIFY THAT I AM A REGISTERED SURVEYOR, LICENSED IN THE STATE OF ALASKA, A SURVEY OF THE HEREIN DESCRIBED LANDS WAS CONDUCTED UNDER MY DIRECT SUPERVISION AND THAT THIS PLAT IS A TRUE AND ACCURATE REPRESENTATION OF THE FIELD NOTES OF SAID SURVEY, AND THAT ALL DIMENSIONS AND OTHER DETAILS

9/28/2018

ARE CORRECT ACCORDING TO SAID FIELD NOTES.

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

	<u>DATE:</u>	April 9, 2024
AGENDA ITEM TITLE:	Agenda Section	11

RESOLUTION No. 04-24-1851 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, APPROVING A LONG-TERM TIDELANDS LEASE TO CHANNEL CONSTRUCTION, INC., IDENTIFIED AS LOTS 7 AND USS3000, OF THE USS 3534 SUBDIVISION, ZONED WATERFRONT DEVELOPMENT ACCORDING TO PLAT 29-20, FOR THE PURPOSE OF CONSTRUCTING TWO SHOPS FOR EQUIPMENT AND OTHER CONSTRUCTION ACTIVITIES

SUBMITTED BY:		FISCAL NOTE:	
		Expenditure Required: \$XXX Total	
M Will I I I D I M		Fiscal Year (FY): Amount: \$	
Mason viii	arma, Interim Borough Manager		
		Amount Budgeted:	
		FY: \$	
Reviews/Approvals/Recommendations		Account Number(s):	
		XXXXX XXX XXXX	
	Commission, Board or Committee	Account Name(s):	
Name(s)		Enter Text Here	
Name(s)		Unencumbered Balance(s) (prior to	
	Attorney	expenditure):	
	Insurance	\$XXX	

<u>ATTACHMENTS:</u> 1. Resolution No. 04-24-1851 2. Proposed Lease Agreement 3. Lease Proposal 4. Port Commission Memo 5. P&Z Commission Memo 6. Mill property map and aerial image 7. Appraisal

**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. 04-24-1851

### **SUMMARY STATEMENT:**

In February 2024, Channel Construction Inc. (CCI) proposed long-term and short-term lease agreements with the Borough for sections of the 6-mile mill site. Their proposal included a request for an additional 6 acres of tidelands adjoining the 2 acres they currently lease for their scrap metal business, alongside a short-term lease for the old mechanics building after their previous location in Juneau collapsed under heavy snowfall.

Following thorough review, the Port Commission recommended approval of both leases during their regular March 7th meeting, which was subsequently echoed by the Planning and Zoning Commission on March 14th.

The long-term lease spans 5 years, with potential for 5 extensions, and entails an annual rent of \$27,000 due by May 30th each year. The agreement delineates procedures for constructing buildings, outlines the Borough's entitlement to improvements upon lease termination, and ensures compliance with insurance standards verified by legal and insurance experts. Importantly, controls have been instituted to uphold Borough oversight and safeguard environmental assessments conducted with ADEC.

Meanwhile, the short-term lease for the old mechanics building is set for one year initially, with subsequent month-to-month terms. Rent amounts to \$400/month, payable on the first day of each month. Notably, the Borough assumes no liability for the building's condition, with CCI accepting all associated risks.

## CITY AND BOROUGH OF WRANGELL, ALASKA

RESOLUTION NO: <u>04-24-1851</u>

A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, APPROVING A LONG-TERM TIDELANDS LEASE TO CHANNEL CONSTRUCTION, INC., IDENTIFIED AS LOTS 7 AND USS3000, OF THE USS 3534 SUBDIVISION, ZONED WATERFRONT DEVELOPMENT ACCORDING TO PLAT 29-20, FOR THE PURPOSE OF CONSTRUCTING TWO SHOPS FOR EQUIPMENT AND OTHER CONSTRUCTION ACTIVITIES

WHEREAS, Channel Construction, Inc. (CCI) established a short-term lease with the City and Borough of Wrangell (CBW) on February 7, 2023, to lease a two-acre portion of the Six-Mile-Deep Water Port facility; and

WHEREAS, the purpose of the short-term lease was to store scrap metal and later transport those materials to another location for processing; and

WHEREAS, there was one amendment to the lease on May 23, 2023, to allow CCI to process and recycle barges on the leased premises; and

WHEREAS, that amended short-term lease is now on a month-to-month basis and will expire when the new requested lease is approved; and

WHEREAS, CCI now desires to lease Lot 7 and USS3000 at the Six-Mile-Deep Water Port facility for 5 years; and

WHEREAS, the requested lot size for this lease is approximately six-acres; and

WHEREAS, the proposed use would be to utilize the area for storage of equipment, construct two 80' x 40' shop buildings, improve the highway access with crushed aggregate, improve the barge landing, and expand the rock fill; and

WHEREAS, CCI would acquire an Army Corp permit, at their expense; and

WHEREAS, the borough assembly desires to approve the Long-Term Tidelands Lease for Channel Construction, Inc. (CCI), identified as Lots 7 and USS3000, of the USS 3534 Subdivision, Zoned Waterfront Development according to Plat 29-20, for the Purpose of storing equipment, constructing two 80' x 40' shop buildings, improving the highway access with crushed aggregate, improving the barge landing, and expanding the rock fill; and

WHEREAS, the Long-Term Tidelands Lease shall be for 5 years and shall expire April 9<sup>th</sup>, 2029.

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

Section 1. Lease Rate. During the Lease Term, Lessee shall pay the Borough rent for the Premises in the amount of \$27,000 per year, billed out annually and due at the start of each subsequent year of the term. Lessee shall pay all property taxes assessed against the leased Premises. The annual lease rental amount shall be subject to adjustment by the assembly on the fifth anniversary of the date of the lease and each anniversary date thereafter.

<u>Section 2.</u> Term of Lease. The Borough Assembly approves a 5-year lease term for the Tidelands Lease beginning on April 9<sup>th</sup>, 2024 and ending on April 9<sup>th</sup>, 2029.

<u>Section 3.</u> All proceeds derived from the lease will be accepted under the permanent fund in accordance with the Wrangell Municipal Code.

<u>Section 4.</u> This resolution takes effect upon approval.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY & BOROUGH OF WRANGELL, ALASKA THIS 9<sup>th</sup> DAY OF April, 2024.

	CITY & BOROUGH OF WRANGELL
	Patricia Gilbert, Borough Mayor
ATTEST:	
Kim Lane, MMC, Borough Clerk	

## LEASE AGREEMENT

This Lease Agreement (hereinafter "Lease") is made and entered into between THE CITY AND BOROUGH OF WRANGELL, ALASKA (hereinafter "CBW" or "Landlord"), whose address is P.O. Box 531, Wrangell, Alaska 99929, and CHANNEL CONSTRUCTION, INC. (hereinafter "CCI" or "Tenant") (collectively, the "parties"), whose address is P.O. Box 33359, Juneau, Alaska 99803, effective this \_\_\_\_\_\_ day of April, 2024 (the "Effective Date").

## **RECITALS**

WHEREAS, CBW owns the old Buhler sawmill site at 6-mile Zimovia Highway, more particularly described and shown on Exhibit A attached to and by this reference incorporated into this Lease (the "Property");

WHEREAS, the parties entered a Short Term Lease Agreement dated February 7, 2023 in which the CBW leased a two-acre portion of the Property to CCI for the purpose of temporarily storing scrap metals and later transporting those materials to another location for processing;

WHEREAS, the parties executed the First Amendment to Short Term Lease Agreement dated May 23, 2023, allowing CCI to process and recycle barges on the Leased Premises, provided that CCI provide a report from an independent environmental consultant certifying that any barge to be processed has been inspected and does not contain any hazardous materials or hazardous waste;

WHEREAS, CCI has requested to enter a new long-term lease increasing the area to be leased from two acres to six acres, with the same proposed land use as was authorized in the Short Term Lease Agreement and the amendment thereto, except that the additional area would be utilized for as a storage location for CCI equipment and operations;

WHEREAS, the parties agree that this Lease supersedes and replaces the existing Short Term Lease Agreement and the amendment thereto;

WHEREAS, CCI has proposed constructing improvements to the Leased Premises for its operations, and any proposed improvement is subject to prior approval by CBW in its discretion;

**WHEREAS,** Wrangell Municipal Code Chapter 16.08 authorizes CBW to lease CBW-owned tidelands; and

WHEREAS, The CBW Planning and Zoning Commission and CBW Port Commission have approved CCI's lease application, and documentation related to those approvals are attached hereto as Exhibit B;

**NOW, THEREFORE,** in consideration of the matters recited above, and the mutual covenants herein, the parties agree as follows:

- 1. <u>Short Term Lease Agreement Superseded.</u> This Lease is intended to supersede and replace the parties' February 7, 2023 Short Term Lease Agreement and May 23, 2023 First Amendment to Short Term Lease Agreement. The parties agree that as of the Effective Date of this Lease, those agreements are null and void and all aspects of the parties' agreement are governed solely by this Lease.
- 2. <u>Grant of Leased Premises.</u> Under the terms and conditions set forth herein, CBW leases to CCI, and CCI rents from CBW, the approximately six-acre parcel on the southern end of the Property (the "Leased Premises"). A legal description of the Property and a depiction of the approximately six acre portion thereof constituting the Leased Premises is shown on Exhibit A.
- 3. <u>Length of Term.</u> The term of this Lease shall be for five (5) years following the Effective Date (the "Lease Term"). Following the expiration of the Lease Term, CCI may apply to renew this Lease for up to five (5) additional five-year periods in accordance with WMC 16.08.070. Each application for a renewal must be approved by the Borough Assembly. CCI must give CBW a minimum of 120 days' written notice prior to the expiration of the Lease Term if it intends to apply for a renewal of the Lease.
- 4. **Rent.** The rent during the term of this Lease shall be due and payable by CCI in annual installments of \$27,000, plus sales and all other taxes CBW is authorized or obligated to collect on such transactions, to be paid to the CBW Finance Director or his designee on or before the close of business on May 30<sup>th</sup> of each year, without any prior demand therefor.
- 5. <u>Use of Leased Premises.</u> CCI may store scrap materials and equipment on the Leased Premises during the term of the Lease. So long as any scrap materials are drained of all fluids including anti-freeze, and so long as

batteries and tires are removed, CCI may also accept scrap materials from the CBW general public and CBW for storage.

CCI may process and recycle scrap materials from barges on the Leased Premises. Prior to processing or recycling a barge on the Leased Premises, CCI shall provide to CBW a written report from an independent environmental consultant certifying that any barge to be processed has been inspected and does not contain any hazardous materials or hazardous waste. For the purposes of this section, "does not contain any hazardous materials or hazardous waste" means that all fluids have been drained and there is no hazardous waste, asbestos, lead paint, oil, petroleum products, batteries, or other regulated hazardous waste present.

CCI may construct structures or other improvements on the Leased Premises which are consistent with the uses authorized in this section and in compliance with all provisions of this Lease.

CCI shall use the Leased Premises only for the purposes set forth above and no other purpose or purposes.

## 6. Construction of Buildings, Structures, or Other Improvements.

- a. CCI may not commence any construction on the Property, including without limitation construction of buildings, structures, or other improvements of any kind, without first satisfying the following conditions:
- (1) Not less than thirty (30) days before commencing construction, CCI shall submit to CBW preliminary plans and specifications, and an application for a CBW zoning permit, for the construction, showing the layout of proposed buildings and other improvements, ingress and egress, dimensions and locations of utilities, drainage plans, and any other information required for the zoning permit or other required permits. The preliminary plans and specifications are subject to CBW approval, which will not be unreasonably withheld, as well as all specific requirements for the issuance of any permits or zoning variances. CBW shall communicate approval or disapproval in the manner provided for notices hereunder, accompanying any disapproval with a statement of the grounds therefor. CCI shall be responsible for complying with all laws governing the construction, including any specific requirements for the issuance of any permits or zoning variances, notwithstanding CBW approval of preliminary plans and specifications under this paragraph.

- (2) Not less than fifteen (15) days before commencing construction, CCI shall deliver to CBW one complete set of final working plans and specifications as approved by the governmental agencies whose approval is required for CCI to commence construction. The final working plans and specifications shall conform substantially to the preliminary plans and specifications previously approved by CBW, subject to changes made to comply with suggestions, requests or requirements of a governmental agency or official in connection with the application for permit or approval.
- (3) Not less than five (5) days before commencing construction, CCI shall give CBW written notice of its intent to commence construction, and furnish to CBW proof that all applicable federal, state and local permits required for the construction have been obtained.
- b. Within 30 days after completion of construction of any improvements on the Property involving construction, alteration, addition, removal or demolition of the foundation, structure, utility services, ingress and egress, or any major changes of all or any part of any structure or improvement on the Property, CCI shall provide CBW with three copies of an as-built survey of the Property prepared by a registered professional surveyor, showing the location of all improvements on the Property, including underground utilities, pipelines and pre-existing improvements. CCI shall accompany the as-built survey with a description of all changes from the approved plans or specifications made during the course of the work.

## 7. <u>Disposition of Improvements at End of Lease Term.</u>

- a. Unless excepted by operation of the following subsection (b), any and all buildings, fixtures and improvements of any nature whatsoever constructed or maintained on the Property become the property of CBW upon expiration or earlier termination of the Term.
- b. One year before the expiration of the Term, the CBW and CCI shall determine if the buildings, fixtures and improvements constructed or maintained on the Property are structurally sound and in good condition. If such buildings, fixtures and improvements constructed or maintained on the Property are structurally sound and in good condition, CCI shall leave such improvements intact with all components, including without limitation doors, windows, and plumbing, electrical and mechanical fixtures and systems, in good condition and ready for use or occupancy, upon expiration of the Term, and CCI shall execute, acknowledge, and

deliver to CBW a proper instrument in writing releasing and quitclaiming to CBW all of CCI's interest in such buildings, fixtures and improvements. CCI shall be obligated to and shall remove, prior to the expiration of the Term, any buildings, fixtures and improvements constructed or maintained on the Property that are not structurally sound and in good condition, and CBW shall not have or obtain any ownership interest in such buildings, fixtures and improvements by reason of this Lease.

- c. If CBW terminates this Lease because of a default by CCI prior to the expiration of the Term, any buildings, fixtures and improvements constructed or maintained on the Property shall, at CBW's option, become the property of CBW, which may use or dispose of them in its sole discretion. If CBW elects not to obtain ownership of such buildings, fixtures and improvements under the preceding sentence or elects to remove any of such buildings, fixtures or improvements for any reason, CCI shall be obligated to and shall remove such buildings, fixtures or improvements.
- d. CCI shall notify CBW before commencing the removal of an improvement as required under the preceding subsections (b) and/or (c) and coordinate the removal work with CBW. Once CCI commences the removal work, CCI shall prosecute the removal with reasonable diligence to Completion and shall repair all damages to the Property caused by such removal no later than the expiration of the Term. All salvage resulting from such work will belong to CCI, who is responsible for its removal and lawful disposal.
- e. If CCI fails to remove any improvements from the Property that CCI is required to remove under and per the terms of the preceding subsections (b), (c) and/or (d), CCI shall pay CBW the costs that CBW incurs in removing and disposing of the improvements and repairing damages to the Property caused by such removal.
- 8. <u>Subletting and Assignment.</u> CCI will not assign or encumber this Lease, in whole or in part, or sublet all or any part of the Leased Premises. This prohibition against assigning or subletting shall be construed to include a prohibition against any assignment or subletting by operations of law.
- 9. <u>Surrender of Possession</u>. Upon the expiration or earlier termination of the Lease Term, unless CCI and CBW have entered into a new lease for the Leased Premises commencing upon the termination of the Lease Term or renewed this Lease, CCI shall promptly and peaceably surrender the Leased Premises in as

good order and condition as at the commencement of the Lease Term.

- 10. <u>Holding Over.</u> CCI's continuing in possession of the Leased Premises after the expiration or earlier termination of the Lease Term will not renew or extend this Lease. In the absence of any agreement renewing or extending this Lease, CCI's continued possession of the Leased Premises after the end of the Lease Term will be a tenancy from month to month, terminable upon 30 days written notice by either party at any time, at a monthly rent equal to the monthly rent in effect at the end of the Lease Term, subject to all other terms of this Lease.
- 11. <u>Work Practices.</u> CCI shall conduct its work on the Property in accordance with the Recycling Industry Operating Standard, and in compliance with all applicable laws and regulations.
- 12. <u>Force Majeure.</u> The parties shall not be deemed in default with respect to the performance of any of the terms, conditions and covenants of this Lease if the same shall be due to any act of God, any strike, lockout, earthquake, civil commotions or disturbances, invasion, rebellion, hostilities, military or usurped power, or sabotage.
- 13. <u>Inspection, Ingress, and Egress.</u> CBW reserves the right of ingress to and egress from the Property and the Leased Premises. CBW reserves the right to enter any part of the Property and the Leased Premises, including buildings or structures, for the purpose of inspection or environmental testing at any time. Except in the case of an emergency, all such inspections and environmental testing will be coordinated with CCI to minimize interference with its activities.
- 14. **Insurance.** CCI shall, at CCI's sole cost, keep in force during the term of this Lease and any holdover period the following insurance policies:
- a. A policy of commercial general liability insurance covering property damage and liability for personal injury occurring on or about the Property, with limits in the amount of at least One Million Dollars (\$1,000,000) per occurrence for injuries to or death of any person.
- b. Workers' compensation insurance as required by AS 23.30.045. This coverage shall include employer's liability protection not less than One Million Dollars (\$1,000,000) per person, One Million Dollars (\$1,000,000) per occurrence. Where applicable, coverage for all federal acts (i.e. U.S. Longshoremen and Harbor Worker's Compensation and Jones Acts) shall also be included. The workers'

compensation insurance shall contain a waiver of subrogation clause in favor of CBW.

c. A policy of site-specific pollution liability insurance specifically covering CCI's activities on the Property in the amount of at least One Million Dollars (\$1,000,000) per occurrence.

Copies of all insurance policies and a certificate of insurance with respect to each policy shall be delivered to CBW upon CCI taking occupancy of the Leased Premises and if there are any changes to the policies such changes shall be promptly provided to CBW. CBW shall be designated as an Additional Insured on each and every insurance policy by an endorsement to each policy. Copies of such endorsements shall be furnished to CBW promptly with respect to each insurance policy.

The parties understand that environmental contamination has existed on the Property prior to CBW's ownership. Pursuant to a duly executed Prospective Purchaser Agreement between CBW and the Alaska Department of Environmental Conservation (hereinafter "ADEC"), CBW is immune from action by ADEC for hazardous material as defined below existing prior to the purchase. The parties understand that any commingling of new hazardous waste with preexisting waste may expose both CBW and CCI to liability for pre-existing waste. Considering that environmental liability for hazardous waste release can be long lasting, the parties agree all the following Environmental and indemnification obligations shall survive the Lease Term.

# 16. Environmental Protection and Safety.

a. Hazardous Substances. The words "Hazardous Substances" are used in their very broadest sense and refer to materials that, because of their quantity, concentration or physical, chemical, or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. "Hazardous Substances" include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. "Hazardous Substances" also includes, without limitation, petroleum and petroleum by- products or any fraction thereof and asbestos.

- b. Environmental Laws. The words "Environmental Laws" mean all federal, state and local statutes, regulations, ordinances, and requirements, now or hereafter in effect, pertaining to environmental protection, contamination or cleanup, including without limitation (i) the Federal Water Pollution Control Act (33 U.S.C. §1251 et. seq.); (ii) the Federal Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6901 et. seq.); (iii) the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601 et. seq.); (iv) the Hazardous Materials Transportation act, 49 U.S.C. Section 5101, et seq.; (v) Alaska Environmental Conservation Act, Alaska Stat. §46.03.010 et seq.; (vi) Alaska Water Pollution Control and Waste Disposal Act, Alaska Stat. §46.03.050 et seq.; (vii) Alaska Oil and Hazardous Substance Pollution Control Act, Alaska Stat. §46.04.010 et seq.; (viii) Alaska Hazardous Substance Release Control Act, Alaska Stat. §46.09.010 et seq.; and (ix) Prohibited Acts and Penalties, Alaska Stat. §46.03.710 et seq., all as now or hereafter amended.
- c. CCI shall immediately notify CBW upon becoming aware of any of the following: (i) any spill, release or disposal of a Hazardous Substance on any of the Property, or in connection with any of its operations if such spill, release or disposal must be reported to any governmental authority under applicable Environmental Laws; (ii) any material contamination, or imminent threat of contamination, of the Property by Hazardous Substances, or any violation of Environmental Laws in connection with the Property operations conducted on the Property; (iii) any order, notice of violation, fine or penalty or other similar action by any governmental authority relating to Hazardous Substances or Environmental Laws and the Property or the operations conducted on the Property; and (iv) any judicial or administrative investigation or proceeding relating to Hazardous Substances or Environmental Laws and to the Property or the operations conducted on the Property.
- d. CBW reserves the right to inspect and investigate the Property and operations thereon at any time and from time to time, and CCI shall cooperate fully with CBW in such inspection and investigations. If CBW at any time has reasonable cause to believe that CCI or any occupants of the Property are not complying with all applicable Environmental Laws or with the requirements of this Lease or that a material spill, release or disposal of Hazardous Substances has occurred on or under the Property, CBW may require CCI to furnish CBW at CCI's expense an environmental audit or a site assessment with respect to the matters of concern to CBW. Such audit or assessment shall be performed by a qualified consultant approved by CBW. Any inspections or tests made by CBW shall be for CBW's purposes only and shall not be construed to create any responsibility or liability on the part of CBW to CCI or to any other person or entity.

- e. CCI shall be responsible for removing any Hazardous Substances from the Property following the termination of this Lease and shall clean up the Property to the standard required by law or regulation, environmental or otherwise, and to the reasonable satisfaction of CBW; provided that CBW's approval of a Property cleanup plan shall first be obtained.
- f. To ensure prior contamination is not disturbed, CCI shall under no circumstances drill, dig, or otherwise disturb soil or any locale that CBW has identified as contaminated. CCI shall not transport any soil from the Property without CBW's permission.
- g. CCI agrees that it will not store any Hazardous Substances on the Property. CCI further agrees to ensure that all fluids are drained from vehicles or other scrap materials before they are stored on the Property.
- h. If Hazardous Substances introduced to the Property by CCI cause or result in residual contamination of the Property CCI shall be responsible for any such residual damage to the Property resulting therefrom.
- i. CCI shall, at its sole cost and expense, dispose of all refuse resulting from its use of the Property, including garbage and food of any kind, by disposing all such materials not consumed on Property off-site or in a permitted landfill.

# 17. **Indemnification.**

- a. CCI shall indemnify, defend, and hold CBW, its agents, and employees harmless from and against any and all liability, loss, suit, claim, judgment, fine, demand, damage, penalty, property damage, or personal injury of whatever kind, including sums paid in settlements of claims, attorney fees, consultant fees, expert fees, or costs incurred arising from or connected with this Lease, CCI's use or occupation of the Property, CCI's operations, or any act or omission by CCI, its agents, contractors, employees, customers, associates, invitees, or licensees. CCI shall give CBW reasonable notice of any such claims or actions.
- b. Without limiting the foregoing, this indemnification obligation includes the payment of all costs of any investigation of site conditions, or any cleanup, abatement, remediation, removal, or restorative work required by this Lease, or by any federal, state, or local governmental agency with appropriate jurisdiction because of Hazardous Substances present in the soil or groundwater on or under the

Property or other affected properties incurred, arising from, or connected with this Lease, CCI's use or occupation of the Property, CCI's operations, or any act or omission by CCI, its agents, contractors, employees, customers, associates, invitees or licensees.

- 18. **Events of Default.** Each of the following shall constitute an event of default under this Lease:
- a. The failure of CCI to pay monthly rent or any other sum of money due under this Lease within ten (10) days after the date such payment is due.
- b. The failure of CCI to perform or observe any covenant or condition of this Lease, other than a default in the payment of money described in the preceding subsection (a), which is not cured within thirty (30) days after notice thereof from CBW to CCI, unless the default is of a kind that cannot be cured within such 30-day period, in which case no event of default shall be declared so long as CCI shall commence the curing of the default within such 30 day period and thereafter shall diligently and continuously prosecute the curing of same.
- c. The use of the Leased Premises or buildings and improvements thereon for purposes other than those permitted herein, to which CBW has not given its written consent.
- d. The commencement of a case under any chapter of the federal Bankruptcy Code by or against CCI, or the filing of a voluntary or involuntary petition proposing the adjudication of CCI as bankrupt or insolvent, or the reorganization of CCI, or an arrangement by CCI with its creditors, unless the petition is filed or case commenced by a party other than CCI and is withdrawn or dismissed within ninety (90) days after the date of its filing.
- e. The admission in writing by CCI of its inability to pay its debts when due; the appointment of a receiver or trustee for the business or property of CCI, unless such appointment shall be vacated within ten (10) days after its entry; CCI making an assignment for the benefit of creditors; or the voluntary or involuntary dissolution of CCI.
- 19. <u>Landlord's Remedies.</u> Upon the occurrence of an event default, CBW has all of the following remedies, all in addition to any other remedies that CBW may have at law or in equity:

- a. CBW may terminate this Lease by written notice to CCI, upon which termination CCI shall immediately surrender possession of the Leased Premises, vacate the Leased Premises, and deliver possession of the Leased Premises to CBW. CCI hereby makes a present grant to CBW of a full, free and irrevocable license to enter into and upon the Leased Premises, in the event CBW terminates this Lease in accordance with this subsection (a), and to repossess the Leased Premises, to expel or remove CCI and any others who may be occupying or within the Leased Premises, and to remove any and all property therefrom, using such force as may be necessary, with or without process of law, without being deemed in any manner guilty of trespass, eviction or forcible entry or detainer, and without relinquishing CBW's right to rent or any other right given to CBW hereunder or by operation of law.
- b. CBW may by written notice declare CCI's right to possession of the Leased Premises terminated without terminating this Lease. CCI hereby makes a present grant to CBW of a full, free and irrevocable license to enter into and upon the Leased Premises, in the event CBW terminates CCI's right of possession in accordance with this subsection (b), and to repossess the Leased Premises, to expel or remove CCI and any others who may be occupying or within the Leased Premises, and to remove any and all property therefrom, using such force as may be necessary, with or without process of law, without being deemed in any manner guilty of trespass, eviction or forcible entry or detainer, and without relinquishing CBW's right to rent or any other right given to CBW hereunder or by operation of law.
- c. CBW may recover from CCI, with or without terminating this Lease, actual attorney's fees and other expenses incurred by CBW by reason of CCI's default.
- 20. <u>Waiver.</u> The failure of either party to insist upon the strict performance of any provision of this Lease, or to exercise any right, power or remedy consequent upon a breach thereof, shall not constitute a waiver by said party of any such provision, breach or subsequent breach of the same, or any other provision. All rights and remedies of the parties hereunder, or otherwise available at law or in equity, are cumulative.
- 21. <u>Compliance with Laws.</u> CCI's improvement and use of the Leased Premises shall comply with all governmental statutes, ordinances, rules and regulations, including without limitation the CBW Zoning Code, all applicable building codes, and orders of any governmental authorities having jurisdiction

under any environmental law, now or hereafter in effect. CCI is responsible for obtaining any and all permits or easements necessary to access the Leased Premises from the Zimovia Highway or to construct any improvement on the Leased Premises.

- 22. <u>Modification</u>. This Lease may only be modified or amended by a document in writing, executed by CCI and CBW.
- 23. <u>Time of Essence.</u> Time is of the essence of each provision of this Lease.
- 24. <u>Parties Interested Herein.</u> Nothing in this Lease, express or implied, is intended or shall be construed to give to any person or entity other than CBW and CCI any right, remedy or claim, legal or equitable, under or by reason of this Lease. The covenants, stipulations and agreements contained in this Lease are and shall be for the sole and exclusive benefit of CBW and CCI, and their permitted successors and assigns.
- 25. <u>Addresses for Notices.</u> All notices, demands and requests from CCI to CBW shall be given to CBW at the following address and via email:

Borough Manager City and Borough of Wrangell P.O. Box 531 Wrangell, Alaska 99929 mvillarma@wrangell.com

All notices, demands or requests from CBW to CCI shall be given to CCI at the following address:

Channel Construction, Inc. Attn: William Tonsgard, Jr. P.O. Box 33359 Juneau, AK 99803

Each party may, from time to time, designate a different address or different agent for service of process by giving written notice given to the other party.

26. <u>Interpretation</u>. Each party hereto has been afforded the opportunity to consult with counsel of its choice before entering into this Lease. The language in this Lease shall in all cases be simply construed according to its fair meaning and

not for or against either party as the drafter thereof.

## 27. Attorney's Fees.

- a. If CBW is involuntarily made a party to any litigation concerning this Lease or the Property by reason of any act or omission of CCI, or if CBW is made a party to any litigation brought by or against CCI without any fault on the part of CBW, then CCI shall pay the amounts reasonably incurred and expended by CBW, including the reasonable fees of CBW's agents and attorneys and all expenses incurred in defense of such litigation.
- b. In the event of litigation between CBW and CCI concerning enforcement of any right or obligation under this Lease, the non-prevailing party shall reimburse the prevailing party for attorney's fees pursuant to Alaska Rule of Civil Procedure 82.
- 28. Governing Law and Venue. This Lease will be governed by, construed and enforced in accordance with, the laws of the State of Alaska and the City and Borough of Wrangell. Any action or suit arising between the parties in relation to or in connection with this Lease, or for the breach thereof, shall be brought in the trial courts of the State of Alaska for the First Judicial District at Wrangell.
- 29. <u>Severability/Binding Effect.</u> If any provision of this Lease, or any application thereof, shall be invalid or unenforceable, the remainder of this Lease and any other applications of such provision shall not be affected thereby. This Lease shall be binding upon and inure to the benefit of the parties' heirs, executors, other legal representatives, successors and assigns.
- 30. Execution in Counterparts. This Lease may be executed in two or more counterparts, each of which shall be an original and all of which together shall constitute one and the same document.
- 31. <u>Entirety of Lease</u>. This Lease constitutes the entire and integrated agreement between CBW and CCI concerning the subject matter hereof, and supersedes all prior negotiations, representations or agreements, either written or oral. No affirmation, representation or warranty relating to the subject matter hereof by any employee, agent or other representative of CBW shall bind CBW or be enforceable by CCI unless specifically set forth in this Lease.

**Effective Date.** The Effective Date of this Lease is the date that it is executed by the parties following approval of the Lease by the CBW Assembly pursuant to Wrangell Municipal Code 16.08.100.

IN WITNESS WHERE

OF, th	ne parties have executed this Lease.
СНА	NNEL CONSTRUCTION, INC.
By:	William R. Tonsgard
Its:	President
	Y AND BOROUGH OF WRANGELL SKA
By:	Mason Villarma
Its:	Manager

## **ACKNOWLEDGEMENTS**

STATE OF ALASKA	)
	) ss
FIRST JUDICIAL DISTRICT	)

THIS IS TO CERTIFY that on the 3 day of April, 2024, before me, the undersigned, a Notary Public in and for the State of ALASKA, duly commissioned and sworn, personally appeared WILLIAM R. TONSGARD, President of CHANNEL CONSTRUCTION, INC., to me known and known to me to be the identical individual described herein and who executed the within and foregoing LEASE AGREEMENT as President of Channel Construction, Inc., and he acknowledged to me that he signed the same in the name of and for and on behalf of said corporation, freely and voluntarily and authorized to do so for the corporation for the uses and purposes therein mentioned.

**GIVEN UNDER MY HAND** and official seal the day and year last above written.

Notary Public for Alaska

My commission expires:



STATE OF ALASKA	)
FIRST JUDICIAL DISTRICT	) ss. )
THIS IS TO CERTIFY that	on the

THIS IS TO CERTIFY that on the \_\_\_ day of April, 2024, before me, the undersigned, a Notary Public in and for the State of ALASKA, duly commissioned and sworn, personally appeared MASON VILLARMA, Manager of THE CITY AND BOROUGH OF WRANGELL ALASKA, to me known and known to me to be the identical individual described herein and who executed the within and foregoing LEASE AGREEMENT as Manager of the City and Borough of Wrangell, Alaska, and he acknowledged to me that he signed the same in the name of and for and on behalf of said City and Borough, freely and voluntarily and authorized to do so for the corporation for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND and official seal the day and year last above written.

Notary Public for Alaska	
My commission expires:	***************************************

# **MEMORANDUM**

TO: HONORABLE MAYOR AND MEMBERS OF THE ASSEMBLY

CITY AND BOROUGH OF WRANGELL

FROM: Steve Miller

Port Director

SUBJECT: Channel construction request to extend lease for the property they are currently

leasing for a time not to exceed 10 years and new proposed short-term lease of the

shop.

DATE: March 8, 2024

#### **BACKGROUND:**

The Port Commission at their regular meeting of March 7<sup>th</sup> reviewed Channel Construction request for an extension of the current lease with the addition of a short-term lease of the Mechanics shop currently on the property at the 6-mile mill site. In October 2022 the port commission also approved the request for a short-term lease at the 6-mile mill site for Channel Construction to conduct the business of recycling.

#### **RECOMMENDATION:**

The Port Commission voted unanimously to recommend to the Assembly to move forward with an extension of the lease not to exceed 10 years and to include a short-term lease of the mechanics' shop.

They believe the service Channel Construction provides is invaluable to the community of Wrangell. They also think that keeping the lease to no more than 10 years also gives the Borough flexibility for future plans for the 6 mile mill site.



#### CITY & BOROUGH OF WRANGELL

INCORPORATED MAY 30, 2008

#### **Economic Development Department**

PO Box 531, Wrangell, AK 99929 Phone (907)-874-3902

Date: March 18th, 2024

To: Mason Villarma, Interim Borough Manager

Kim Lane, Borough Clerk

Assembly of the City and Borough of Wrangell

From: Kate Thomas, Economic Development Director

Subject: Request from Channel Construction to lease Borough-owned tidelands identified as Lot 7, of the USS 3534 subdivision, zoned Waterfront Development according to Plat 29-20; Lot USS 3000, zoned Waterfront Development according to Plat 29-20; and a portion of Lot PSS, of the USS 3534 subdivision, zoned Waterfront Development according to Plat 29-20.

Attachments: 1.) Public Map of Property, 2.) Letter of Interest/Request, 3.) PZ Staff Report and minutes available on the "Borough Calendar" (website)

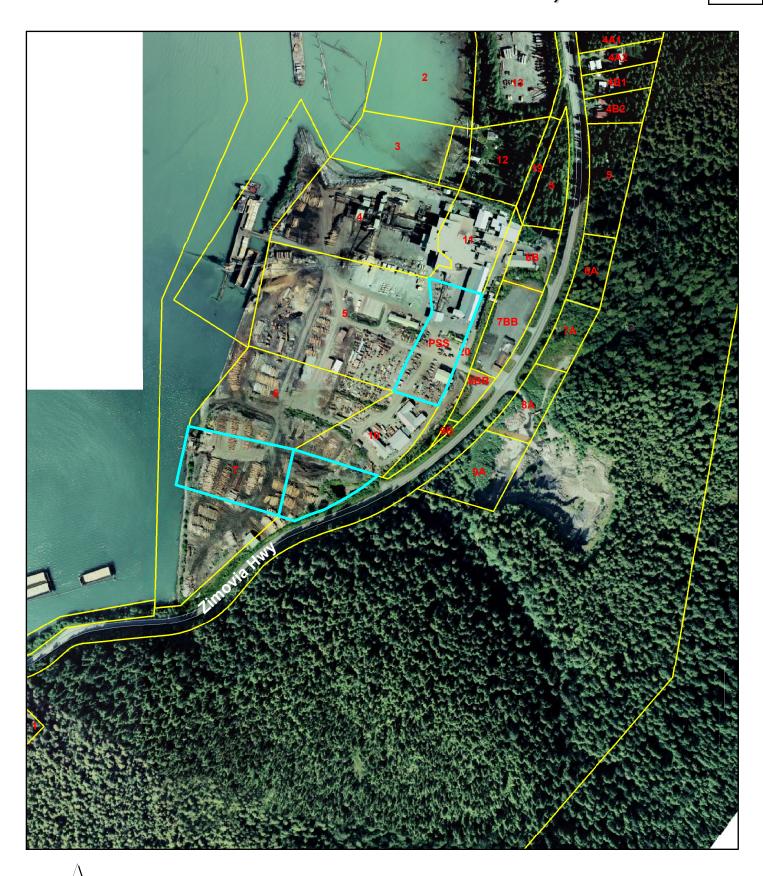
On March 14<sup>th</sup>, 2024, the Planning and Zoning Commission reviewed Channel Construction's request to purchase Borough-owned tidelands located at the Six-Mile-Deep Water Port, formally known as the Mill Property.

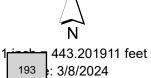
The Planning and Zoning Commission voted to recommend approval of Channel Construction's request to lease Borough-owned tidelands identified as Lot 7, of the USS 3534 subdivision, zoned Waterfront Development according to Plat 29-20; Lot USS3000 zoned Waterfront Development according to Plat 29-20; and a portion of Lot PSS, of the USS3534 subdivision, zoned Waterfront Development according to Plat 29-20 with the following conditions:

- 1. The lease does not interfere with planning activities of the Port Infrastructure Development Program planning grant; and,
- 2. The lease for Lot 7 of the USS3534 subdivision and Lot USS3000 has an initial five-year (5) term, providing the lessee with three (3) options to renew, with a maximum total term of twenty (20) years; and,
- 3. The lease for Lot PSS has an initial one-year term, providing the lessee with an option to renew for an additional year; and,
- 4. Provided either party shall have the right to terminate this lease upon providing written notice of the intent to terminate sixty (60) days before the date of termination.

Although it is not reflected in the motion or an amendment thereof, Commissioners expressed concern and cautioned the Borough crediting the cost of improvements incurred by Channel Construction to the fees associated with their lease.

# CITY AND BOROUGH OF WRANGELL, ALASKA





Public Map





#### **Wrangell Sawmill Lease Proposal**

#### Proposal 1:

Channel proposes a 5 to 10-year lease on the Southern end of property as shown on the map to add to its current lease at the sawmill property, increasing the area from 2 acres to approximately 6 acres. This additional area would mainly be utilized as a storage location for equipment. If the Borough agrees to allow Channel to operate on this part of the property, Channel will invest at its own expense in improvements to this part of the property, including the following:

- Construction of two 80'x40' shop buildings
- Improving the highway access with crushed aggregate
- Improving the barge landing and expanding the rock fill. Channel would acquire a CoE permit, at its own expense.

As part of this proposal, Channel would request permission from the City and Borough of Wrangell to make these improvements and prior to this work occurring, an estimate would be submitted for its costs. Channel would ask that these improvements are credited towards a potential lease payment.

#### Proposal 2:

Channel proposes a short-term lease of the current shop building shown on the map along with additional space around the shop totaling approximately one acre for a minimum of one year, with an option to renew for a second year. Channel would make light improvements to the building to make it suitable for its use until a new shop building is constructed on the Southern side of the property. This shop building would be used as a temporary parts storage area and workspace for repairs to construction equipment.

Respectfully,



#### **Wrangell Sawmill Lease Proposal**

#### Proposal 1:

Channel proposes a 5 to 10-year lease on the Southern end of property as shown on the map to add to its current lease at the sawmill property, increasing the area from 2 acres to approximately 6 acres. This additional area would mainly be utilized as a storage location for equipment. If the Borough agrees to allow Channel to operate on this part of the property, Channel will invest at its own expense in improvements to this part of the property, including the following:

- Construction of two 80'x40' shop buildings
- Improving the highway access with crushed aggregate
- Improving the barge landing and expanding the rock fill. Channel would acquire a CoE permit, at its own expense.

As part of this proposal, Channel would request permission from the City and Borough of Wrangell to make these improvements and prior to this work occurring, an estimate would be submitted for its costs. Channel would ask that these improvements are credited towards a potential lease payment.

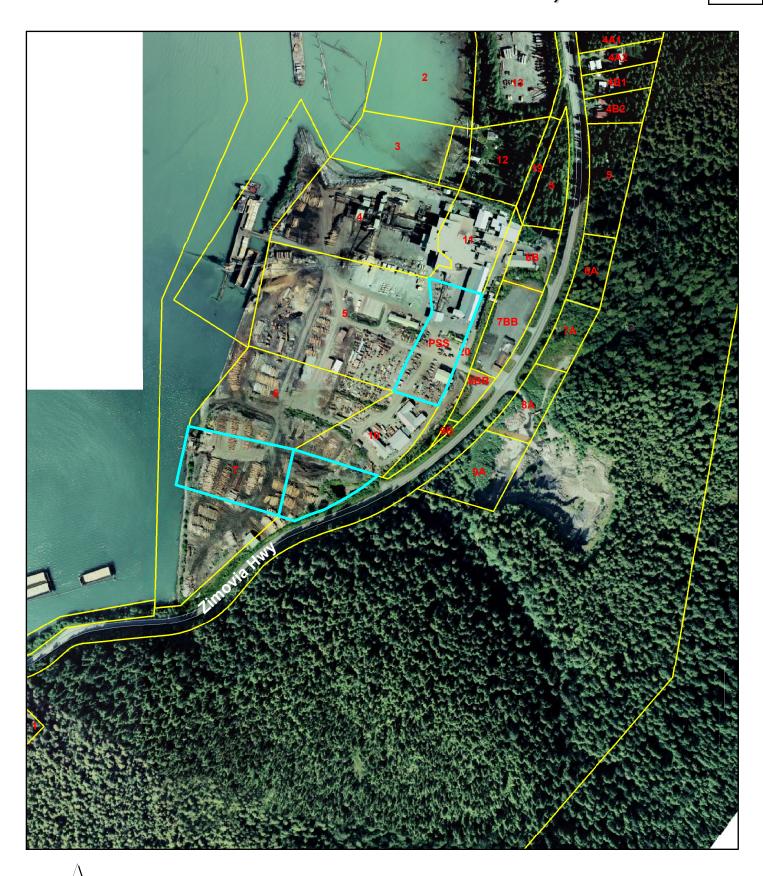
#### Proposal 2:

Channel proposes a short-term lease of the current shop building shown on the map along with additional space around the shop totaling approximately one acre for a minimum of one year, with an option to renew for a second year. Channel would make light improvements to the building to make it suitable for its use until a new shop building is constructed on the Southern side of the property. This shop building would be used as a temporary parts storage area and workspace for repairs to construction equipment.

Respectfully,



# CITY AND BOROUGH OF WRANGELL, ALASKA





## A RESTRICTED USE APPRAISAL OF AN UNSUBDIVIDED 6 ACRE WATERFRONT AND UPLAND PARCEL PORTION OF LOTS 6 & 7 U.S. SURVEY 3534 WRANGELL, ALASKA 99929

FOR
Kim Lane
Borough Clerk
CITY AND BOROUGH OF WRANGELL
P. O. BOX 531
WRANGELL, ALASKA 99929

VALUATION DATE February 23, 2024

FILE 24-3436

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

APPRAISAL COMPANY OF ALASKA, LLC 405 W. 27<sup>TH</sup> Ave. ANCHORAGE, ALASKA 99503 February 23, 2024

Kim Lane, Borough Clerk City and Borough of Wrangell P. O. Box 531 Wrangell, AK 99929

Re: An unsubdivided 6 acre waterfront and upland parcel, portion of lots 6 & 7 U.S. Survey 3534
Wrangell, Alaska 99929

Dear Ms. Lane,

As requested, I have prepared a Restricted Use Appraisal Report on the fair market value of an unsubdivided 6 acre waterfront and upland parcel, portion of lots 6 & 7 U.S. Survey 3534

Wrangell, Alaska 99929. The appraisal date is February 23, 2024. The purpose of the report is to determine the fair market value for lease purposes. A description and valuation follows.

As a result of the investigation and analysis, subject to the assumptions and limiting conditions, it is my opinion the market value of the property as of February 23, 2024 is:

\$450,000

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

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

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

Sincerely,

APPRAISAL COMPANY OF ALASKA

Michael C. Renfro

Assessor

City and Borough of Wrangell, Alaska

### RESTRICTED USE APPRAISAL

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

**CLIENT:** Kim Lane, Borough Clerk

City and Borough of Wrangell

P.O. Box 531

Wrangell, Alaska 99929

APPRAISER: Michael C. Renfro, Assessor

City and Borough of Wrangell

405 W. 27th Ave.

Anchorage, Alaska 99503

**SUBJECT:** Fee Simple Estate

Land Only – An unsubdivided 6 acre waterfront and upland parcel

portion of lots 6 & 7 U. S. Survey 3435

Wrangell, Alaska 99929

**OWNER:** City and Borough of Wrangell

P.O. Box 531

Wrangell, Alaska 99929

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

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

200

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

#### INTENDED USE OF REPORT:

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

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

**EFFECTIVE DATE OF VALUE:** February 23, 2024

DATE OF REPORT: February 23, 2024

**SALES HISTORY:** The larger parcel described as the old mill site containing 38.59 acres which the subject 6 acre site is part of sold 06/30/2022 for \$2500.00 acre or \$1.49 per square foot.

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

- Inspected the subject property prior to February 23, 2024
- Reviewed available records.
- Applied the market approach to arrive at an indication of value.

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

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

**SUMMARY OF PROPERTY APPRAISED:** The property that is the subject of this report is located south of downtown Wrangell on the southwest side of the Old Mill site. Access is off of the Zimovia Highway a paved main arterial.

<u>Legal Description</u>: An unsubdivided 6 acre waterfront and upland parcel, portion of lots 6 & 7 U.S. Survey 3534.

Address: Southwest side of Old Mill site, Wrangell, Alaska, 99929

<u>Land</u>: The subject site is a level waterfront site with a gravel ramp to Zimovia Straits. The site is gravel filled with undetermined subsurface soils. Except for the cleared area near the waterfront, the remaining area is covered with alders.

Utilities: There are no utilities to the site.

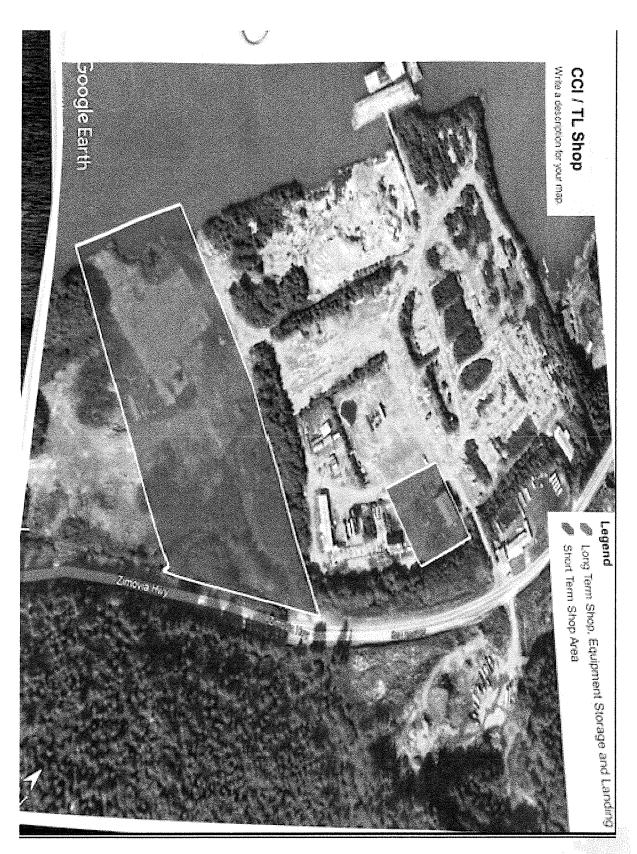
<u>Improvements</u>: No improvements are included in this report. This site is vacant.

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

Zoning: The subject is zoned waterfront development.

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

As if vacant, the subject's highest and best use would be for development consistent with the current zoning requirements. Waterfront development or, uses associated with commercial waterfront development.



**Appraisal Company of Alaska** 

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

## **COMPARABLE LAND SALES**

NO.	Legal	Date	Sale Price	Area/S F	Price/SF	Remarks
1	Long legal multiple lots in old mill site*	06/22	\$2,500,000	38.59 acre	\$1.49/sf	Current sale of subject larger parcel
2	Lot 9 Blk 83 USS 119 & Lot 34 Blk 83A WTA	10/20	\$150,000	17,655 sf	\$8.50/sf	Inter Harbor Waterfront Lot Sale and Tidelands
3	WT 22 Blk 2 Wrangell IS. West	01/20	\$72,500	3.68 acre	\$1.08/sf	Vacant waterfront lot unzoned but primarily residential
4	Portion of Lot 15 Blk 12A ATS 83, Wrangell	11/21	\$113,000	12,220 sf	\$9.25/sf	Filled Tideland near Ferry Terminal

\*Lots 4-7 USS 3534 Lots 10, 11, 20 P.S.S. Survey 2589 Lot 6B Plat 2015-13 less 3000

### Analysis of Comparable Land Sales:

<u>Time:</u> With a limited amount of sales it is difficult to obtain paired sales for analysis to arrive at the adjustments needed to bring the available sales into conformity with the subject. However, in general, values are increasing in Wrangell. The CPI indicates an increase around 2% per year. Prior to mid 2021 when the market increased approximately one-half percent each month. Currently for the last port of 2023 the market has slowed and stabilized.

#### 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 2 and 4 are smaller and require an downward adjustment for size. While the larger subject site sale requires an upward adjustment.

#### 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 Wrangell sales and lease transactions indicates that location and access can account for up to 20% difference between superior and inferior locations. The subject's location and access is felt to be inferior to comparables 2 and 4 and superior to sale 3.

#### **Utilities:**

Comparable 2 has all utilities to the site and is adjusted downward.

#### Topography and View:

Again, topography and view are somewhat subjective on the part of the appraiser. Comparable 2 is considered to have inferior topography, as a major portion of the site is tidelands. Comparable 3 is also adjusted upward for its sloping topography.

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

Sale No.	#1	#2	#3	#4
Price/SF	\$1.49	\$8.50	\$1.08	\$9.25
Time	+27%	+13%	+13%	8%
Net After Time	\$1.89	\$9.61	\$1.22	\$9.99
Terms	0	0	0	0
Size	+40%	-60%	-10%	-60%
Location/Access	0	-10%	+20%	-10%
Utilities	0	-20%	-5%	-20%
Topography	0	+10%	+10%	0
Net Adjustment	+40%	-80%	+15%	-90%
Indicated Value/Acre	\$2.65	\$1.92	\$1.40	\$1.00

#### Conclusion:

Comparable 1 is the sale of the subject larger parcel which is 38.59 acres which includes the area to be leased. The total site sold for \$1.49 per square foot.

Comparable 2 is the sale of two lots, one upland the other adjoining tideland. This sale is located in the Downtown Harbor. It is superior to the subject with all utilities. Considering the total area without separating uplands and tidelands equals \$8.50 per square foot before adjustments.

Comparable 3 is a waterfront residential lot located in Wrangell Island west further south from the subject off the Zimovia Highway. The lot sold for \$1.08 per square foot or \$597 per front foot on Zimovia Strait before adjustments.

Comparable 4 is a level filled waterfront development parcel located behind the State Ferry Terminal Dock. This site had no utilities however all are close by and sold for \$9.25 per square foot. It is considered to have a superior location to the subject.

All the comparables have their strengths and weaknesses. All are adjusted upward for date of sale. Appreciation in the Wrangell real estate market has been steadily upward over the last two years. Comparable 1 is considered to be the best indicator of fair market value. It has a similar location and topography and is the most current sale. The only adjustment is the estimate for size. Comparables 2 and 3 are both considered to be the weakest sales. Comparable 2 due to its percentage of tidelands and comparable 3 for location, topography, and zoning. Also Comparable 3's primary use is residential. Comparable 4 is a level waterfront development lot. It has a superior location close to downtown but is smaller than the subject.

In conclusion comparable 1 is given the most weight, along with Comparable 4. Comparables 2 and 3 are weighted the least.

The estimated fair market value of the proposed 6 acre waterfront and upland parcel is:

\$450,000

#### **ASUMPTIONS AND LIMITING CONDITIONS:**

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

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

### **CERTIFICATION**

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

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

Michael C. Renfro



#### Wrangell Sawmill Lease Proposal

#### Proposal 1:

Channel proposes a 5 to 10-year lease on the Southern end of property as shown on the map to add to its current lease at the sawmill property, increasing the area from 2 acres to approximately 6 acres. This additional area would mainly be utilized as a storage location for equipment. If the Borough agrees to allow Channel to operate on this part of the property, Channel will invest at its own expense in improvements to this part of the property, including the following:

- Construction of two 80'x40' shop buildings
- Improving the highway access with crushed aggregate
- Improving the barge landing and expanding the rock fill. Channel would acquire a CoE permit, at its own expense.

As part of this proposal, Channel would request permission from the City and Borough of Wrangell to make these improvements and prior to this work occurring, an estimate would be submitted for its costs. Channel would ask that these improvements are credited towards a potential lease payment.

#### Proposal 2:

Channel proposes a short-term lease of the current shop building shown on the map along with additional space around the shop totaling approximately one acre for a minimum of one year, with an option to renew for a second year. Channel would make light improvements to the building to make it suitable for its use until a new shop building is constructed on the Southern side of the property. This shop building would be used as a temporary parts storage area and workspace for repairs to construction equipment.

Respectfully,

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

	<u>DATE:</u>	April 9, 2024
AGENDA ITEM TITLE:	Agenda Section	11

RESOLUTION No. 04-24-1852 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, APPROVING A SHORT-TERM TIDELANDS LEASE TO CHANNEL CONSTRUCTION, IDENTIFIED AS A PORTION OF LOT PSS, OF THE USS3534 SUBDIVISION, ZONED WATERFRONT DEVELOPMENT ACCORDING TO PLAT 29-20, FOR THE PURPOSE OF USING THE EXISTING SHOP FOR PARTS STORAGE AND WORKING ON REPAIRS TO CONSTRUCTION EQUIPMENT

SUBMITTED BY:		FISCAL NOTE:		
		Expenditure Required: \$XXX Total		
Magan Will	orma Interim Devende Managar	Fiscal Year (FY): Amount: \$		
Mason villa	arma, Interim Borough Manager			
		Amount Budgeted:		
		FY: \$		
Reviews/Approvals/Recommendations		Account Number(s):		
		XXXXX XXX XXXX		
	Commission, Board or Committee	Account Name(s):		
Name(s)		Enter Text Here		
Name(s)		Unencumbered Balance(s) (prior to		
	Attorney	expenditure):		
	Incurance	¢yyy		

<u>ATTACHMENTS:</u> 1. Resolution No. 04-24-1852 2. Proposed Lease Agreement 3. Lease Proposal 4. Port Commission Memo 5. P&Z Commission Memo 6. Mill property map and aerial image 7. Appraisal

**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. 04-24-1852.

#### **SUMMARY STATEMENT:**

WMC 16.08, outlines the process for leasing borough-owned tidelands.

In February 2024, Channel Construction Inc. (CCI) proposed long-term and short-term lease agreements with the Borough for sections of the 6-mile mill site. Their proposal included a request for an additional 6 acres of tidelands adjoining the 2 acres they currently lease for their scrap metal business, alongside a short-term lease for the old mechanics building after their previous location in Juneau collapsed under heavy snowfall.

Following thorough review, the Port Commission recommended approval of both leases during their regular March 7th meeting, which was subsequently echoed by the Planning and Zoning Commission on March 14th.

The long-term lease spans 5 years, with potential for 5 extensions, and entails an annual rent of \$27,000 due by May 30th each year. The agreement delineates procedures for constructing buildings, outlines the Borough's entitlement to improvements upon lease termination, and ensures compliance with insurance standards verified by legal and insurance experts. Importantly, controls have been instituted to uphold Borough oversight and safeguard environmental assessments conducted with ADEC.

Meanwhile, the short-term lease for the old mechanics building is set for one year initially, with subsequent month-to-month terms. Rent amounts to \$400/month, payable on the first day of each month. Notably, the Borough assumes no liability for the building's condition, with CCI accepting all associated risks.

#### RESOLUTION NO: 04-24-1852

A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, APPROVING A SHORT-TERM TIDELANDS LEASE TO CHANNEL CONSTRUCTION, IDENTIFIED AS A PORTION OF LOT PSS, OF THE USS3534 SUBDIVISION, ZONED WATERFRONT DEVELOPMENT ACCORDING TO PLAT 29-20, FOR THE PURPOSE OF USING THE EXISTING SHOP FOR PARTS STORAGE AND WORKING ON REPAIRS TO CONSTRUCTION EQUIPMENT

WHEREAS, Channel Construction, Inc. (CCI) established a short-term lease with the City and Borough of Wrangell (CBW) on February 7, 2023, to lease a two-acre portion of the Six-Mile-Deep Water Port facility; and

WHEREAS, the purpose of the short-term lease was to store scrap metal and later transport those materials to another location for processing; and

WHEREAS, there was one amendment to the lease on May 23, 2023, to allow CCI to process and recycle barges on the leased premises; and

WHEREAS, that amended short-term lease is now on a month-to-month basis and will expire when the new requested lease is approved; and

WHEREAS, CCI now desires to lease Lot PSS (approximately one-acre), zoned Waterfront Development, according to Plat 29-20, at the Six-Mile-Deep Water Port facility for one year; and

WHEREAS, the proposed use would be to utilize the area for parts storage and working on repairs to construction equipment until the new constructed shops on the six-acre lot is constructed; and

WHEREAS, the borough assembly desires to approve the Short-Term Tidelands Lease for Channel Construction, Inc. (CCI), identified as Lot PSS (approximately one-acre), according to Plat 29-20, Zoned Waterfront Development according to Plat 29-20, for parts storage and working on repairs to construction equipment until the new constructed shops on the six-acre lot is constructed; and

WHEREAS, the Short-Term Tidelands Lease shall be for one-year and shall expire April 9<sup>th</sup>, 2025 with lease hold over occurring on a month-to-month basis.

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

<u>Section 1.</u> Lease Rate. During the Lease Term, Lessee shall pay the Borough rent for the Premises in the amount of \$400 per month.

Section 2. Term of Lease. The Borough Assembly approves a 1-year lease term with hold over being on a month-to-month basis. The lease begins on April  $9^{th}$ , 2024 and ends on April  $9^{th}$ , 2025.

<u>Section 3.</u> All lease revenue will be accepted by the Permanent Fund in accordance with the Wrangell Municipal Code.

<u>Section 4.</u> This resolution takes effect upon approval.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY & BOROUGH OF WRANGELL, ALASKA THIS 9<sup>th</sup> DAY OF April, 2024.

	CITY & BOROUGH OF WRANGELL
	Patricia Gilbert, Borough Mayor
ATTEST:	
Kim Lane, MMC, Borough Clerk	

#### SHOP BUILDING LEASE AGREEMENT

## **RECITALS**

WHEREAS, CBW owns the old Buhler sawmill site at 6-mile Zimovia Highway, more particularly described and shown on Exhibit A attached to and by this reference incorporated into this Lease (the "Property");

WHEREAS, the parties entered a Short Term Lease Agreement dated February 7, 2023 in which the CBW leased a two-acre portion of the Property to CCI for the purpose of temporarily storing scrap metals and later transporting those materials to another location for processing;

WHEREAS, the parties executed the First Amendment to Short Term Lease Agreement dated May 23, 2023, allowing CCI to process and recycle barges on the Leased Premises, provided that CCI provide a report from an independent environmental consultant certifying that any barge to be processed has been inspected and does not contain any hazardous materials or hazardous waste;

WHEREAS, CCI has requested to enter a new long term lease increasing the area to be leased from two acres to six acres, with the same proposed land use as was authorized in the Short Term Lease Agreement and the amendment thereto, except that the additional area would be utilized for as a storage location for CCI equipment and operations;

WHEREAS, in connection with its expanded operations at the Property, CCI has proposed a short-term lease of the existing Mechanic's Shop Building on the Property, whose location and description are provided in more detail on Exhibit A to this Lease (the "Shop Building" or "Leased Premises");

WHEREAS, the parties have agreed to a one-year lease term for the Shop

Building for use as a temporary parts storage area and repair workshop while CCI is constructing a new shop building on the six-acre parcel of the Property that is subject to the proposed long term lease between the parties;

**WHEREAS**, Wrangell Municipal Code Chapter 16.10 authorizes CBW to lease CBW-owned real property; and

WHEREAS, The CBW Planning and Zoning Commission and CBW Port Commission have approved CCI's lease application, and documentation related to those approvals are attached hereto as Exhibit B;

**NOW, THEREFORE,** in consideration of the matters recited above, and the mutual covenants herein, the parties agree as follows:

- 1. **Grant of Leased Premises.** Under the terms and conditions set forth herein, CBW leases to CCI, and CCI rents from CBW, the Leased Premises. A legal description of the Property and a depiction of the portion thereof constituting the Leased Premises is shown on Exhibit A.
- 2. <u>Length of Term.</u> The term of this Lease shall be for one (1) year following the Effective Date (the "Lease Term").
- 3. Rent. The monthly rent during the term of this Lease shall be due and payable by CCI in equal monthly installments of \$400 plus sales and all other taxes CBW is authorized or obligated to collect on such transactions, to be paid to the CBW Finance Director or his designee on or before the close of business on the first day of each month for the previous month's usage, without any prior demand therefor.
- 4. Use of Leased Premises. CCI may use the Leased Premises for equipment and parts storage and as a repair workshop. CCI may make minor improvements to the Leased Premises to make it suitable for these uses, so long as any proposed improvements are authorized in writing by CBW and CCI complies with all laws governing the construction of improvements, including any specific requirements for the issuance of any permits or zoning variances. All improvements constructed on the Leased Premises of any nature whatsoever constructed or maintained on the Property become the property of CBW upon expiration or earlier termination of the Lease Term.
  - 5. Condition and Suitability of Leased Premises. CBW makes no

warranties or other representations regarding the condition of the Leased Premises or its suitability for uses authorized in the Lease. CCI acknowledges that it has had the opportunity to inspect the Leased Premises to its satisfaction. CCI accepts the risk of all adverse conditions and defects at the Leased Premises, and assumes the risk of any loss or damage occasioned by any fact, circumstance, condition, or defect at the Leased Premises, whether currently existing or arising during the Lease Term.

- 6. <u>Subletting and Assignment.</u> CCI will not assign or encumber this Lease, in whole or in part, or sublet all or any part of the Leased Premises. This prohibition against assigning or subletting shall be construed to include a prohibition against any assignment or subletting by operations of law.
- 7. <u>Surrender of Possession.</u> Upon the expiration or earlier termination of the Lease Term, CCI shall promptly and peaceably surrender the Leased Premises in as good order and condition as at the commencement of the Lease Term.
- 8. Holding Over. CCI's continuing in possession of the Leased Premises after the expiration or earlier termination of the Lease Term will not renew or extend this Lease. CCI's continued possession of the Leased Premises after the end of the Lease Term will be a tenancy from month to month, terminable upon 30 days written notice by either party at any time, at a monthly rent equal to the monthly rent in effect at the end of the Lease Term, subject to all other terms of this Lease.
- 9. <u>Work Practices.</u> CCI shall conduct its work on the Property in accordance with the Recycling Industry Operating Standard, and in compliance with all applicable laws and regulations.
- 10. <u>Force Majeure.</u> The parties shall not be deemed in default with respect to the performance of any of the terms, conditions and covenants of this Lease if the same shall be due to any act of God, any strike, lockout, earthquake, civil commotions or disturbances, invasion, rebellion, hostilities, military or usurped power, or sabotage.
- 11. <u>Inspection, Ingress, and Egress.</u> CBW reserves the right of ingress to and egress from the Property and the Leased Premises. CBW reserves the right to enter any part of the Property and the Leased Premises, for the purpose of inspection or environmental testing at any time. Except in the case of an

emergency, all such inspections and environmental testing will be coordinated with CCI to minimize interference with its activities.

- 12. <u>Insurance.</u> CCI shall, at CCI's sole cost, keep in force during the term of this Lease and any holdover period the following insurance policies:
- a. A policy of commercial general liability insurance covering property damage and liability for personal injury occurring on or about the Property, with limits in the amount of at least One Million Dollars (\$1,000,000) per occurrence for injuries to or death of any person.
- b. Workers' compensation insurance as required by AS 23.30.045. This coverage shall include employer's liability protection not less than One Million Dollars (\$1,000,000) per person, One Million Dollars (\$1,000,000) per occurrence. Where applicable, coverage for all federal acts (i.e. U.S. Longshoremen and Harbor Worker's Compensation and Jones Acts) shall also be included. The workers' compensation insurance shall contain a waiver of subrogation clause in favor of CBW.
- c. A policy of site-specific pollution liability insurance specifically covering CCI's activities on the Property in the amount of at least One Million Dollars (\$1,000,000) per occurrence.

Copies of all insurance policies and a certificate of insurance with respect to each policy shall be delivered to CBW upon CCI taking occupancy of the Leased Premises and if there are any changes to the policies such changes shall be promptly provided to CBW. CBW shall be designated as an Additional Insured on each and every insurance policy by an endorsement to each policy. Copies of such endorsements shall be furnished to CBW promptly with respect to each insurance policy.

13. Prior Environmental Contamination and Surviving Obligations. The parties understand that environmental contamination has existed on the Property prior to CBW's ownership. Pursuant to a duly executed Prospective Purchaser Agreement between CBW and the Alaska Department of Environmental Conservation (hereinafter "ADEC"), CBW is immune from action by ADEC for hazardous material as defined below existing prior to the purchase. The parties understand that any commingling of new hazardous waste with preexisting waste may expose both CBW and CCI to liability for pre-existing waste. Considering that environmental liability for hazardous waste release can be long lasting, the parties

agree all the following Environmental and indemnification obligations shall survive the Lease Term.

# 14. Environmental Protection and Safety.

- a. Hazardous Substances. The words "Hazardous Substances" are used in their very broadest sense and refer to materials that, because of their quantity, concentration or physical, chemical, or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. "Hazardous Substances" include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. "Hazardous Substances" also includes, without limitation, petroleum and petroleum by- products or any fraction thereof and asbestos.
- b. Environmental Laws. The words "Environmental Laws" mean all federal, state and local statutes, regulations, ordinances, and requirements, now or hereafter in effect, pertaining to environmental protection, contamination or cleanup, including without limitation (i) the Federal Water Pollution Control Act (33 U.S.C. §1251 et. seq.); (ii) the Federal Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6901 et. seq.); (iii) the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601 et. seq.); (iv) the Hazardous Materials Transportation act, 49 U.S.C. Section 5101, et seq.; (v) Alaska Environmental Conservation Act, Alaska Stat. §46.03.010 et seq.; (vi) Alaska Water Pollution Control and Waste Disposal Act, Alaska Stat. §46.03.050 et seq.; (vii) Alaska Oil and Hazardous Substance Pollution Control Act, Alaska Stat. §46.04.010 et seq.; (viii) Alaska Hazardous Substance Release Control Act, Alaska Stat. §46.09.010 et seq.; and (ix) Prohibited Acts and Penalties, Alaska Stat. §46.03.710 et seq., all as now or hereafter amended.
- c. CCI shall immediately notify CBW upon becoming aware of any of the following: (i) any spill, release or disposal of a Hazardous Substance on any of the Property, or in connection with any of its operations if such spill, release or disposal must be reported to any governmental authority under applicable Environmental Laws; (ii) any material contamination, or imminent threat of contamination, of the Property by Hazardous Substances, or any violation of Environmental Laws in connection with the Property operations conducted on the Property; (iii) any order, notice of violation, fine or penalty or other similar action by any governmental authority relating to Hazardous Substances or Environmental Laws and the Property

or the operations conducted on the Property; and (iv) any judicial or administrative investigation or proceeding relating to Hazardous Substances or Environmental Laws and to the Property or the operations conducted on the Property.

- d. CBW reserves the right to inspect and investigate the Property and operations thereon at any time and from time to time, and CCI shall cooperate fully with CBW in such inspection and investigations. If CBW at any time has reasonable cause to believe that CCI or any occupants of the Property are not complying with all applicable Environmental Laws or with the requirements of this Lease or that a material spill, release or disposal of Hazardous Substances has occurred on or under the Property, CBW may require CCI to furnish CBW at CCI's expense an environmental audit or a site assessment with respect to the matters of concern to CBW. Such audit or assessment shall be performed by a qualified consultant approved by CBW. Any inspections or tests made by CBW shall be for CBW's purposes only and shall not be construed to create any responsibility or liability on the part of CBW to CCI or to any other person or entity.
- e. CCI shall be responsible for removing any Hazardous Substances from the Property following the termination of this Lease and shall clean up the Property to the standard required by law or regulation, environmental or otherwise, and to the reasonable satisfaction of CBW; provided that CBW's approval of a Property cleanup plan shall first be obtained.
- f. To ensure prior contamination is not disturbed, CCI shall under no circumstances drill, dig, or otherwise disturb soil or any locale that CBW has identified as contaminated. CCI shall not transport any soil from the Property without CBW's permission.
- g. CCI agrees that it will not store any Hazardous Substances on the Property. CCI further agrees to ensure that all fluids are drained from vehicles or other scrap materials before they are stored on the Property.
- h. If Hazardous Substances introduced to the Property by CCI cause or result in residual contamination of the Property CCI shall be responsible for any such residual damage to the Property resulting therefrom.
- i. CCI shall, at its sole cost and expense, dispose of all refuse resulting from its use of the Property, including garbage and food of any kind, by disposing all such materials not consumed on Property off-site or in a permitted landfill.

# 15. **Indemnification.**

- a. CCI shall indemnify, defend, and hold CBW, its agents, and employees harmless from and against any and all liability, loss, suit, claim, judgment, fine, demand, damage, penalty, property damage, or personal injury of whatever kind, including sums paid in settlements of claims, attorney fees, consultant fees, expert fees, or costs incurred arising from or connected with this Lease, CCI's use or occupation of the Property, CCI's operations, or any act or omission by CCI, its agents, contractors, employees, customers, associates, invitees, or licensees. CCI shall give CBW reasonable notice of any such claims or actions.
- b. Without limiting the foregoing, this indemnification obligation includes the payment of all costs of any investigation of site conditions, or any cleanup, abatement, remediation, removal, or restorative work required by this Lease, or by any federal, state, or local governmental agency with appropriate jurisdiction because of Hazardous Substances present in the soil or groundwater on or under the Property or other affected properties incurred, arising from, or connected with this Lease, CCI's use or occupation of the Property, CCI's operations, or any act or omission by CCI, its agents, contractors, employees, customers, associates, invitees or licensees.
- 16. **Events of Default.** Each of the following shall constitute an event of default under this Lease:
- a. The failure of CCI to pay monthly rent or any other sum of money due under this Lease within ten (10) days after the date such payment is due.
- b. The failure of CCI to perform or observe any covenant or condition of this Lease, other than a default in the payment of money described in the preceding subsection (a), which is not cured within thirty (30) days after notice thereof from CBW to CCI, unless the default is of a kind that cannot be cured within such 30-day period, in which case no event of default shall be declared so long as CCI shall commence the curing of the default within such 30 day period and thereafter shall diligently and continuously prosecute the curing of same.
- c. The use of the Leased Premises for purposes other than those permitted herein, to which CBW has not given its written consent.
- d. The commencement of a case under any chapter of the federal Bankruptcy Code by or against CCI, or the filing of a voluntary or involuntary

petition proposing the adjudication of CCI as bankrupt or insolvent, or the reorganization of CCI, or an arrangement by CCI with its creditors, unless the petition is filed or case commenced by a party other than CCI and is withdrawn or dismissed within ninety (90) days after the date of its filing.

- e. The admission in writing by CCI of its inability to pay its debts when due; the appointment of a receiver or trustee for the business or property of CCI, unless such appointment shall be vacated within ten (10) days after its entry; CCI making an assignment for the benefit of creditors; or the voluntary or involuntary dissolution of CCI.
- 17. <u>Landlord's Remedies.</u> Upon the occurrence of an event default, CBW has all of the following remedies, all in addition to any other remedies that CBW may have at law or in equity:
- a. CBW may terminate this Lease by written notice to CCI, upon which termination CCI shall immediately surrender possession of the Leased Premises, vacate the Leased Premises, and deliver possession of the Leased Premises to CBW. CCI hereby makes a present grant to CBW of a full, free and irrevocable license to enter into and upon the Leased Premises, in the event CBW terminates this Lease in accordance with this subsection (a), and to repossess the Leased Premises, to expel or remove CCI and any others who may be occupying or within the Leased Premises, and to remove any and all property therefrom, using such force as may be necessary, with or without process of law, without being deemed in any manner guilty of trespass, eviction or forcible entry or detainer, and without relinquishing CBW's right to rent or any other right given to CBW hereunder or by operation of law.
- b. CBW may by written notice declare CCI's right to possession of the Leased Premises terminated without terminating this Lease. CCI hereby makes a present grant to CBW of a full, free and irrevocable license to enter into and upon the Leased Premises, in the event CBW terminates CCI's right of possession in accordance with this subsection (b), and to repossess the Leased Premises, to expel or remove CCI and any others who may be occupying or within the Leased Premises, and to remove any and all property therefrom, using such force as may be necessary, with or without process of law, without being deemed in any manner guilty of trespass, eviction or forcible entry or detainer, and without relinquishing CBW's right to rent or any other right given to CBW hereunder or by operation of law.

- c. CBW may recover from CCI, with or without terminating this Lease, actual attorney's fees and other expenses incurred by CBW by reason of CCI's default.
- 18. <u>Waiver</u>. The failure of either party to insist upon the strict performance of any provision of this Lease, or to exercise any right, power or remedy consequent upon a breach thereof, shall not constitute a waiver by said party of any such provision, breach or subsequent breach of the same, or any other provision. All rights and remedies of the parties hereunder, or otherwise available at law or in equity, are cumulative.
- 19. <u>Compliance with Laws.</u> CCI's improvement and use of the Leased Premises shall comply with all governmental statutes, ordinances, rules and regulations, including without limitation the CBW Zoning Code, all applicable building codes, and orders of any governmental authorities having jurisdiction under any environmental law, now or hereafter in effect. CCI is responsible for obtaining any and all permits or easements necessary to access the Leased Premises from the Zimovia Highway or to construct any improvement on the Leased Premises.
- 20. <u>Modification</u>. This Lease may only be modified or amended by a document in writing, executed by CCI and CBW.
- 21. <u>Time of Essence</u>. Time is of the essence of each provision of this Lease.
- 22. **Parties Interested Herein.** Nothing in this Lease, express or implied, is intended or shall be construed to give to any person or entity other than CBW and CCI any right, remedy or claim, legal or equitable, under or by reason of this Lease. The covenants, stipulations and agreements contained in this Lease are and shall be for the sole and exclusive benefit of CBW and CCI, and their permitted successors and assigns.
- 23. Addresses for Notices. All notices, demands and requests from CCI to CBW shall be given to CBW at the following address and via email:

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

# mvillarma@wrangell.com

All notices, demands or requests from CBW to CCI shall be given to CCI at the following address:

Channel Construction, Inc. Attn: William Tonsgard, Jr. P.O. Box 33359 Juneau, AK 99803

Each party may, from time to time, designate a different address or different agent for service of process by giving written notice given to the other party.

24. <u>Interpretation</u>. Each party hereto has been afforded the opportunity to consult with counsel of its choice before entering into this Lease. The language in this Lease shall in all cases be simply construed according to its fair meaning and not for or against either party as the drafter thereof.

# 25. Attorney's Fees.

- a. If CBW is involuntarily made a party to any litigation concerning this Lease or the Property by reason of any act or omission of CCI, or if CBW is made a party to any litigation brought by or against CCI without any fault on the part of CBW, then CCI shall pay the amounts reasonably incurred and expended by CBW, including the reasonable fees of CBW's agents and attorneys and all expenses incurred in defense of such litigation.
- b. In the event of litigation between CBW and CCI concerning enforcement of any right or obligation under this Lease, the non-prevailing party shall reimburse the prevailing party for attorney's fees pursuant to Alaska Rule of Civil Procedure 82.
- 26. Governing Law and Venue. This Lease will be governed by, construed and enforced in accordance with, the laws of the State of Alaska and the City and Borough of Wrangell. Any action or suit arising between the parties in relation to or in connection with this Lease, or for the breach thereof, shall be brought in the trial courts of the State of Alaska for the First Judicial District at Wrangell.
- 27. <u>Severability/Binding Effect.</u> If any provision of this Lease, or any application thereof, shall be invalid or unenforceable, the remainder of this Lease

# **ACKNOWLEDGEMENTS**

STATE OF ALASKA	)
	) ss.
FIRST JUDICIAL DISTRICT	)

THIS IS TO CERTIFY that on the 3 day of April, 2024, before me, the undersigned, a Notary Public in and for the State of ALASKA, duly commissioned and sworn, personally appeared WILLIAM R. TONSGARD, President of CHANNEL CONSTRUCTION, INC., to me known and known to me to be the identical individual described herein and who executed the within and foregoing LEASE AGREEMENT as President of Channel Construction, Inc., and he acknowledged to me that he signed the same in the name of and for and on behalf of said corporation, freely and voluntarily and authorized to do so for the corporation for the uses and purposes therein mentioned.

**GIVEN UNDER MY HAND** and official seal the day and year last above written.

Motary Public for Alaska

My commission expires:

My Commission Expires February 15, 2026

and any other applications of such provision shall not be affected thereby. This Lease shall be binding upon and inure to the benefit of the parties' heirs, executors, other legal representatives, successors and assigns.

- 28. **Execution in Counterparts.** This Lease may be executed in two or more counterparts, each of which shall be an original and all of which together shall constitute one and the same document.
- 29. <u>Entirety of Lease</u>. This Lease constitutes the entire and integrated agreement between CBW and CCI concerning the subject matter hereof, and supersedes all prior negotiations, representations or agreements, either written or oral. No affirmation, representation or warranty relating to the subject matter hereof by any employee, agent or other representative of CBW shall bind CBW or be enforceable by CCI unless specifically set forth in this Lease.
- 30. <u>Effective Date.</u> The Effective Date of this Lease is the date that it is executed by the parties following approval of the Lease by the CBW Assembly pursuant to Wrangell Municipal Code 16.10.100.

IN WITNESS WHEREOF, the parties have executed this Lease.

СНА	NNEL CONSTRUCTION, INC.
Ву: <i>(</i>	William R. Tonsgard
Its:	President
	Y AND BOROUGH OF WRANGELL SKA
By:	Mason Villarma
Its.	Manager

STATE OF ALASKA	)
	) ss.
FIRST JUDICIAL DISTRICT	)

THIS IS TO CERTIFY that on the \_\_\_ day of April, 2024, before me, the undersigned, a Notary Public in and for the State of ALASKA, duly commissioned and sworn, personally appeared MASON VILLARMA, Manager of THE CITY AND BOROUGH OF WRANGELL ALASKA, to me known and known to me to be the identical individual described herein and who executed the within and foregoing LEASE AGREEMENT as Manager of the City and Borough of Wrangell, Alaska, and he acknowledged to me that he signed the same in the name of and for and on behalf of said City and Borough, freely and voluntarily and authorized to do so for the corporation for the uses and purposes therein mentioned.

**GIVEN UNDER MY HAND** and official seal the day and year last above written.

Notary Public for Alaska	
My commission expires:	

31.



### **Wrangell Sawmill Lease Proposal**

#### Proposal 1:

Channel proposes a 5 to 10-year lease on the Southern end of property as shown on the map to add to its current lease at the sawmill property, increasing the area from 2 acres to approximately 6 acres. This additional area would mainly be utilized as a storage location for equipment. If the Borough agrees to allow Channel to operate on this part of the property, Channel will invest at its own expense in improvements to this part of the property, including the following:

- Construction of two 80'x40' shop buildings
- Improving the highway access with crushed aggregate
- Improving the barge landing and expanding the rock fill. Channel would acquire a CoE permit, at its own expense.

As part of this proposal, Channel would request permission from the City and Borough of Wrangell to make these improvements and prior to this work occurring, an estimate would be submitted for its costs. Channel would ask that these improvements are credited towards a potential lease payment.

#### Proposal 2:

Channel proposes a short-term lease of the current shop building shown on the map along with additional space around the shop totaling approximately one acre for a minimum of one year, with an option to renew for a second year. Channel would make light improvements to the building to make it suitable for its use until a new shop building is constructed on the Southern side of the property. This shop building would be used as a temporary parts storage area and workspace for repairs to construction equipment.

Respectfully,

# **MEMORANDUM**

TO: HONORABLE MAYOR AND MEMBERS OF THE ASSEMBLY

CITY AND BOROUGH OF WRANGELL

FROM: Steve Miller

Port Director

SUBJECT: Channel construction request to extend lease for the property they are currently

leasing for a time not to exceed 10 years and new proposed short-term lease of the

shop.

DATE: March 8, 2024

### **BACKGROUND:**

The Port Commission at their regular meeting of March 7<sup>th</sup> reviewed Channel Construction request for an extension of the current lease with the addition of a short-term lease of the Mechanics shop currently on the property at the 6-mile mill site. In October 2022 the port commission also approved the request for a short-term lease at the 6-mile mill site for Channel Construction to conduct the business of recycling.

# **RECOMMENDATION:**

The Port Commission voted unanimously to recommend to the Assembly to move forward with an extension of the lease not to exceed 10 years and to include a short-term lease of the mechanics' shop.

They believe the service Channel Construction provides is invaluable to the community of Wrangell. They also think that keeping the lease to no more than 10 years also gives the Borough flexibility for future plans for the 6 mile mill site.



### CITY & BOROUGH OF WRANGELL

INCORPORATED MAY 30, 2008

#### **Economic Development Department**

PO Box 531, Wrangell, AK 99929 Phone (907)-874-3902

Date: March 18th, 2024

To: Mason Villarma, Interim Borough Manager

Kim Lane, Borough Clerk

Assembly of the City and Borough of Wrangell

From: Kate Thomas, Economic Development Director

Subject: Request from Channel Construction to lease Borough-owned tidelands identified as Lot 7, of the USS 3534 subdivision, zoned Waterfront Development according to Plat 29-20; Lot USS 3000, zoned Waterfront Development according to Plat 29-20; and a portion of Lot PSS, of the USS 3534 subdivision, zoned Waterfront Development according to Plat 29-20.

Attachments: 1.) Public Map of Property, 2.) Letter of Interest/Request, 3.) PZ Staff Report and minutes available on the "Borough Calendar" (website)

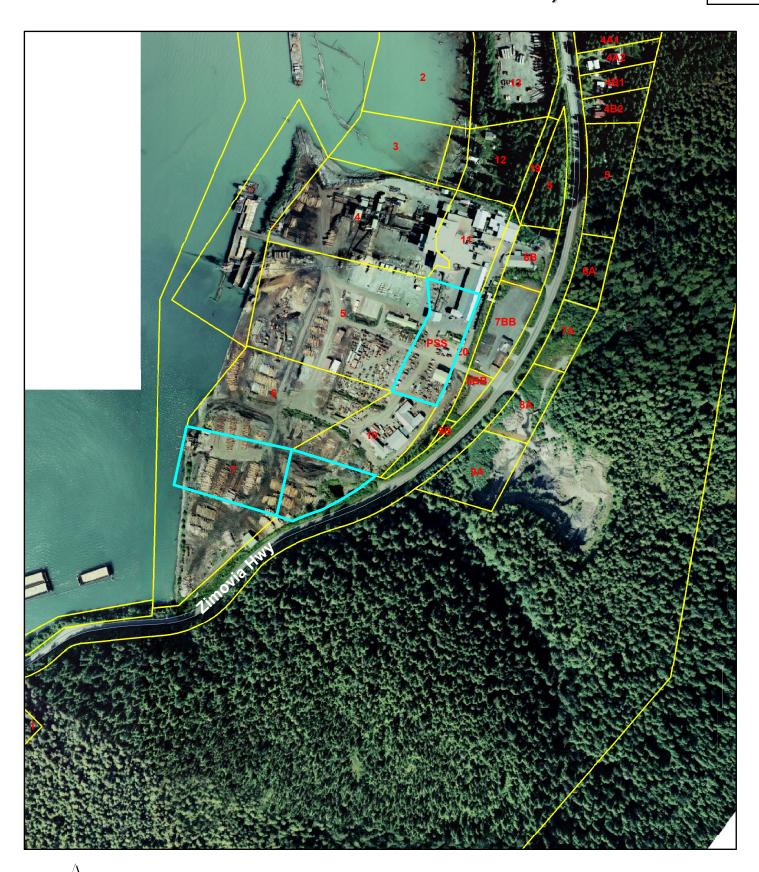
On March 14<sup>th</sup>, 2024, the Planning and Zoning Commission reviewed Channel Construction's request to purchase Borough-owned tidelands located at the Six-Mile-Deep Water Port, formally known as the Mill Property.

The Planning and Zoning Commission voted to recommend approval of Channel Construction's request to lease Borough-owned tidelands identified as Lot 7, of the USS 3534 subdivision, zoned Waterfront Development according to Plat 29-20; Lot USS3000 zoned Waterfront Development according to Plat 29-20; and a portion of Lot PSS, of the USS3534 subdivision, zoned Waterfront Development according to Plat 29-20 with the following conditions:

- 1. The lease does not interfere with planning activities of the Port Infrastructure Development Program planning grant; and,
- 2. The lease for Lot 7 of the USS3534 subdivision and Lot USS3000 has an initial five-year (5) term, providing the lessee with three (3) options to renew, with a maximum total term of twenty (20) years; and,
- 3. The lease for Lot PSS has an initial one-year term, providing the lessee with an option to renew for an additional year; and,
- 4. Provided either party shall have the right to terminate this lease upon providing written notice of the intent to terminate sixty (60) days before the date of termination.

Although it is not reflected in the motion or an amendment thereof, Commissioners expressed concern and cautioned the Borough crediting the cost of improvements incurred by Channel Construction to the fees associated with their lease.

# CITY AND BOROUGH OF WRANGELL, ALASKA







### **Wrangell Sawmill Lease Proposal**

#### Proposal 1:

Channel proposes a 5 to 10-year lease on the Southern end of property as shown on the map to add to its current lease at the sawmill property, increasing the area from 2 acres to approximately 6 acres. This additional area would mainly be utilized as a storage location for equipment. If the Borough agrees to allow Channel to operate on this part of the property, Channel will invest at its own expense in improvements to this part of the property, including the following:

- Construction of two 80'x40' shop buildings
- Improving the highway access with crushed aggregate
- Improving the barge landing and expanding the rock fill. Channel would acquire a CoE permit, at its own expense.

As part of this proposal, Channel would request permission from the City and Borough of Wrangell to make these improvements and prior to this work occurring, an estimate would be submitted for its costs. Channel would ask that these improvements are credited towards a potential lease payment.

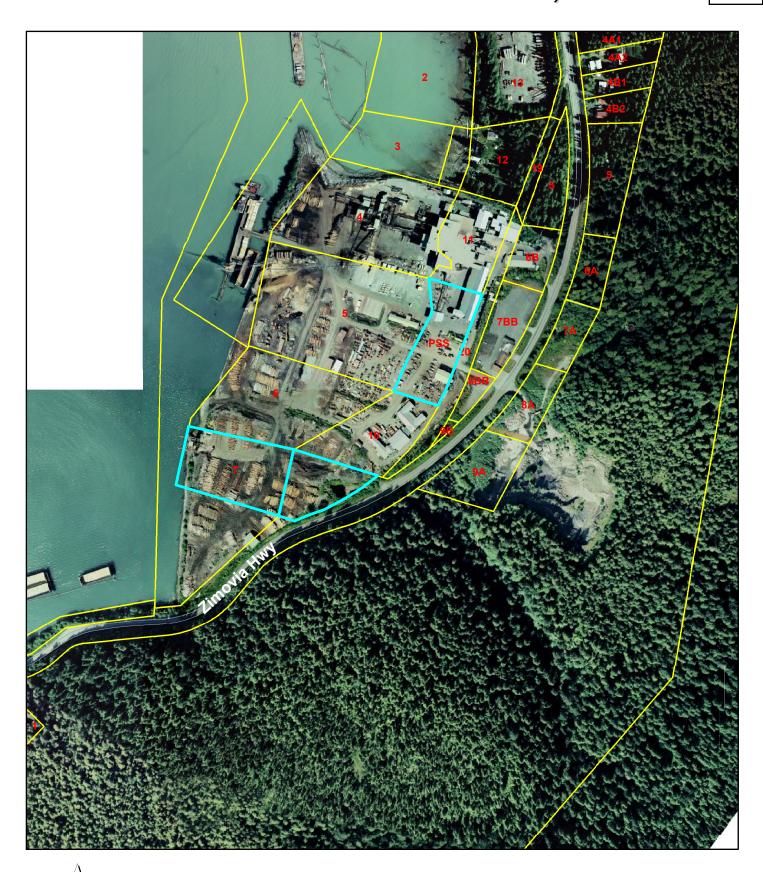
#### Proposal 2:

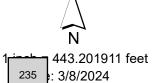
Channel proposes a short-term lease of the current shop building shown on the map along with additional space around the shop totaling approximately one acre for a minimum of one year, with an option to renew for a second year. Channel would make light improvements to the building to make it suitable for its use until a new shop building is constructed on the Southern side of the property. This shop building would be used as a temporary parts storage area and workspace for repairs to construction equipment.

Respectfully,



# CITY AND BOROUGH OF WRANGELL, ALASKA









# A RESTRICTED USE APPRAISAL OF AN UNSUBDIVIDED 6 ACRE WATERFRONT AND UPLAND PARCEL PORTION OF LOTS 6 & 7 U.S. SURVEY 3534 WRANGELL, ALASKA 99929

FOR
Kim Lane
Borough Clerk
CITY AND BOROUGH OF WRANGELL
P. O. BOX 531
WRANGELL, ALASKA 99929

VALUATION DATE February 23, 2024

FILE 24-3436

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

APPRAISAL COMPANY OF ALASKA, LLC 405 W. 27<sup>TH</sup> Ave. ANCHORAGE, ALASKA 99503 February 23, 2024

Kim Lane, Borough Clerk City and Borough of Wrangell P. O. Box 531 Wrangell, AK 99929

Re: An unsubdivided 6 acre waterfront and upland parcel, portion of lots 6 & 7 U.S. Survey 3534
Wrangell, Alaska 99929

Dear Ms. Lane,

As requested, I have prepared a Restricted Use Appraisal Report on the fair market value of an unsubdivided 6 acre waterfront and upland parcel, portion of lots 6 & 7 U.S. Survey 3534

Wrangell, Alaska 99929. The appraisal date is February 23, 2024. The purpose of the report is to determine the fair market value for lease purposes. A description and valuation follows.

As a result of the investigation and analysis, subject to the assumptions and limiting conditions, it is my opinion the market value of the property as of February 23, 2024 is:

\$450,000

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

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

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

Sincerely,

APPRAISAL COMPANY OF ALASKA

Michael C. Renfro

Assessor

City and Borough of Wrangell, Alaska

# RESTRICTED USE APPRAISAL

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

**CLIENT:** Kim Lane, Borough Clerk

City and Borough of Wrangell

P.O. Box 531

Wrangell, Alaska 99929

APPRAISER: Michael C. Renfro, Assessor

City and Borough of Wrangell

405 W. 27th Ave.

Anchorage, Alaska 99503

**SUBJECT:** Fee Simple Estate

Land Only – An unsubdivided 6 acre waterfront and upland parcel

portion of lots 6 & 7 U. S. Survey 3435

Wrangell, Alaska 99929

**OWNER:** City and Borough of Wrangell

P.O. Box 531

Wrangell, Alaska 99929

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

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

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

#### INTENDED USE OF REPORT:

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

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

**EFFECTIVE DATE OF VALUE:** February 23, 2024

DATE OF REPORT: February 23, 2024

**SALES HISTORY:** The larger parcel described as the old mill site containing 38.59 acres which the subject 6 acre site is part of sold 06/30/2022 for \$2500.00 acre or \$1.49 per square foot.

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

- Inspected the subject property prior to February 23, 2024
- Reviewed available records.
- Applied the market approach to arrive at an indication of value.

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

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

**SUMMARY OF PROPERTY APPRAISED:** The property that is the subject of this report is located south of downtown Wrangell on the southwest side of the Old Mill site. Access is off of the Zimovia Highway a paved main arterial.

<u>Legal Description</u>: An unsubdivided 6 acre waterfront and upland parcel, portion of lots 6 & 7 U.S. Survey 3534.

Address: Southwest side of Old Mill site, Wrangell, Alaska, 99929

<u>Land</u>: The subject site is a level waterfront site with a gravel ramp to Zimovia Straits. The site is gravel filled with undetermined subsurface soils. Except for the cleared area near the waterfront, the remaining area is covered with alders.

Utilities: There are no utilities to the site.

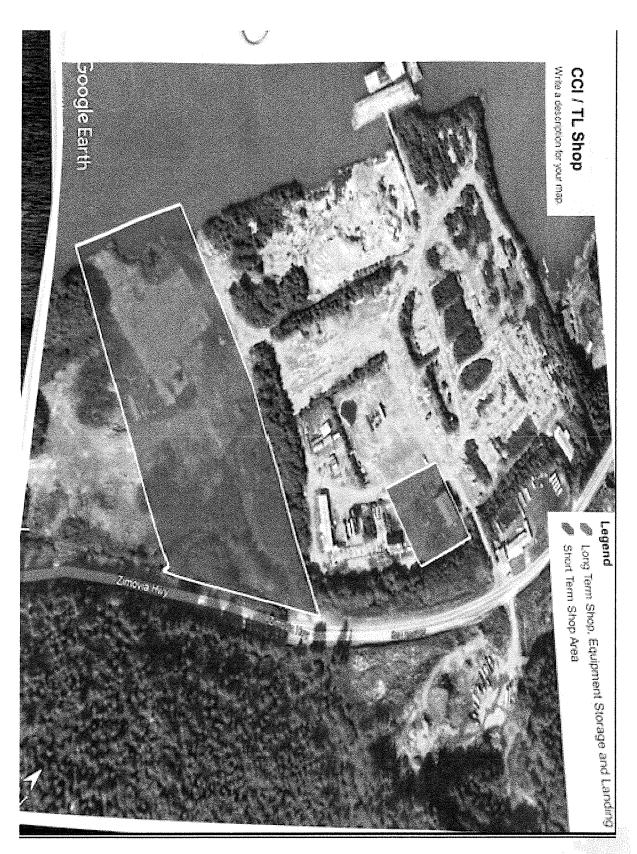
<u>Improvements</u>: No improvements are included in this report. This site is vacant.

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

Zoning: The subject is zoned waterfront development.

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

As if vacant, the subject's highest and best use would be for development consistent with the current zoning requirements. Waterfront development or, uses associated with commercial waterfront development.



**Appraisal Company of Alaska** 

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

# **COMPARABLE LAND SALES**

NO.	Legal	Date	Sale Price	Area/S F	Price/SF	Remarks
1	Long legal multiple lots in old mill site*	06/22	\$2,500,000	38.59 acre	\$1.49/sf	Current sale of subject larger parcel
2	Lot 9 Blk 83 USS 119 & Lot 34 Blk 83A WTA	10/20	\$150,000	17,655 sf	\$8.50/sf	Inter Harbor Waterfront Lot Sale and Tidelands
3	WT 22 Blk 2 Wrangell IS. West	01/20	\$72,500	3.68 acre	\$1.08/sf	Vacant waterfront lot unzoned but primarily residential
4	Portion of Lot 15 Blk 12A ATS 83, Wrangell	11/21	\$113,000	12,220 sf	\$9.25/sf	Filled Tideland near Ferry Terminal

\*Lots 4-7 USS 3534 Lots 10, 11, 20 P.S.S. Survey 2589 Lot 6B Plat 2015-13 less 3000

# Analysis of Comparable Land Sales:

<u>Time:</u> With a limited amount of sales it is difficult to obtain paired sales for analysis to arrive at the adjustments needed to bring the available sales into conformity with the subject. However, in general, values are increasing in Wrangell. The CPI indicates an increase around 2% per year. Prior to mid 2021 when the market increased approximately one-half percent each month. Currently for the last port of 2023 the market has slowed and stabilized.

### 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 2 and 4 are smaller and require an downward adjustment for size. While the larger subject site sale requires an upward adjustment.

### 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 Wrangell sales and lease transactions indicates that location and access can account for up to 20% difference between superior and inferior locations. The subject's location and access is felt to be inferior to comparables 2 and 4 and superior to sale 3.

# **Utilities:**

Comparable 2 has all utilities to the site and is adjusted downward.

# Topography and View:

Again, topography and view are somewhat subjective on the part of the appraiser. Comparable 2 is considered to have inferior topography, as a major portion of the site is tidelands. Comparable 3 is also adjusted upward for its sloping topography.

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

Sale No.	#1	#2	#3	#4
Price/SF	\$1.49	\$8.50	\$1.08	\$9.25
Time	+27%	+13%	+13%	8%
Net After Time	\$1.89	\$9.61	\$1.22	\$9.99
Terms	0	0	0	0
Size	+40%	-60%	-10%	-60%
Location/Access	0	-10%	+20%	-10%
Utilities	0	-20%	-5%	-20%
Topography	0	+10%	+10%	0
Net Adjustment	+40%	-80%	+15%	-90%
Indicated Value/Acre	\$2.65	\$1.92	\$1.40	\$1.00

### Conclusion:

Comparable 1 is the sale of the subject larger parcel which is 38.59 acres which includes the area to be leased. The total site sold for \$1.49 per square foot.

Comparable 2 is the sale of two lots, one upland the other adjoining tideland. This sale is located in the Downtown Harbor. It is superior to the subject with all utilities. Considering the total area without separating uplands and tidelands equals \$8.50 per square foot before adjustments.

Comparable 3 is a waterfront residential lot located in Wrangell Island west further south from the subject off the Zimovia Highway. The lot sold for \$1.08 per square foot or \$597 per front foot on Zimovia Strait before adjustments.

Comparable 4 is a level filled waterfront development parcel located behind the State Ferry Terminal Dock. This site had no utilities however all are close by and sold for \$9.25 per square foot. It is considered to have a superior location to the subject.

All the comparables have their strengths and weaknesses. All are adjusted upward for date of sale. Appreciation in the Wrangell real estate market has been steadily upward over the last two years. Comparable 1 is considered to be the best indicator of fair market value. It has a similar location and topography and is the most current sale. The only adjustment is the estimate for size. Comparables 2 and 3 are both considered to be the weakest sales. Comparable 2 due to its percentage of tidelands and comparable 3 for location, topography, and zoning. Also Comparable 3's primary use is residential. Comparable 4 is a level waterfront development lot. It has a superior location close to downtown but is smaller than the subject.

In conclusion comparable 1 is given the most weight, along with Comparable 4. Comparables 2 and 3 are weighted the least.

The estimated fair market value of the proposed 6 acre waterfront and upland parcel is:

\$450,000

### **ASUMPTIONS AND LIMITING CONDITIONS:**

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

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

# **CERTIFICATION**

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

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

Michael C. Renfro



# Wrangell Sawmill Lease Proposal

### Proposal 1:

Channel proposes a 5 to 10-year lease on the Southern end of property as shown on the map to add to its current lease at the sawmill property, increasing the area from 2 acres to approximately 6 acres. This additional area would mainly be utilized as a storage location for equipment. If the Borough agrees to allow Channel to operate on this part of the property, Channel will invest at its own expense in improvements to this part of the property, including the following:

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As part of this proposal, Channel would request permission from the City and Borough of Wrangell to make these improvements and prior to this work occurring, an estimate would be submitted for its costs. Channel would ask that these improvements are credited towards a potential lease payment.

#### Proposal 2:

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Respectfully,

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

AGENDA ITEM TITLE:	DATE:	April 9, 2024
	Agenda Section	12

**RESOLUTION No. 04-24-1853** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, APPROVING THE CONVEYANCE OF THE SALE 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 WAYNE JOHNSON

SUBMITTED BY:		FISCAL NOTE:		
		Expenditure Required: \$XXX Total		
M Will I I I D I M		Fiscal Year (FY): Amount: \$		
Mason Villarma, Interim Borough Manager				
		Amount Budgeted:		
	_	FY: \$		
Reviews/Approvals/Recommendations		Account Number(s):		
		XXXXX XXX XXXX		
	Commission, Board or Committee	Account Name(s):		
Name(s)		Enter Text Here		
Name(s)		Unencumbered Balance(s) (prior to expenditure):		
	Attorney			
	Insurance	\$XXX		

<u>ATTACHMENTS:</u> 1. Resolution No. 04-24-1853 2. Appraisal 3. Request from Mr. Johnson 4. Memo from Planning & Zoning 5. Aerial Map of location 6. Plat Map of Area

# **RECOMMENDATION MOTION:**

Move to approve Resolution No. 04-24-1853.

# **SUMMARY STATEMENT:**

After the assembly's approval to move forward with the sale of the six lots to Mr. Johnson, the appraisal was ordered, and the three-week public notice was published.

The information below has not changed since the Public Hearing (March 12, 2024) As per WMC 16.12.040, the process for selling borough-owned real property is for the person making the request so do so in writing.

Once they have submitted their request, the request is sent to Planning & Zoning for them to comment in favor or against the sale.

On February 15th, 2024, the Planning and Zoning Commission reviewed Mr. Wayne Johnson's request to purchase Borough owned real property. The requested lots 2, 3, 4, 5, 8 and 9 are adjacent to the property where the Wrangell Medical Center (old hospital) currently exists.

The Commission voted to recommend approval of Mr. Wayne Johnson's request to purchase Borough Owned Real Property within the Wrangell Townsite, Lot 2, 3, 4, 5, 8 and 9, of the Subdivision Plat Block 54, according to Plat No. 68-81, zoned Open Space with the condition that the Wrangell Medical Center (old hospital) property sale agreement.

The next step is to schedule a public hearing and send that public hearing notice to property owners who are within 300 feet of the property. That requirement was met. The public hearing notice was placed in the local newspaper on February 28<sup>th</sup> and March 6<sup>th</sup>.

If the Assembly approves moving forward with this sale, the Clerk will order the appraisals and publish the notice in the Sentinel at least three times for anyone wishing to protest the sale.

If there are no protests, the Resolution to convey the lots will come to the assembly for approval (this item). If there are protests, the manager will add those protests to the agenda item for the assembly.

All proceeds for the sale will be accepted by the residential construction fund as the property is being developed as a residential space by the prospective buyer.

For the Assembly, here is the Wrangell Municipal Code Section for disposition of real property:

# 16.12.040 Sale of real property or tidelands.

A. Disposition of Borough-Owned Real Property and Borough-Owned Tidelands. When an application is filed for the purchase of borough-owned real property or borough-owned tidelands or any interest therein, the following steps shall take place:

1. The person wishing to purchase the borough-owned real property or borough-owned tidelands shall submit a request in writing, to the borough clerk. The borough clerk shall submit

the application to the planning and zoning commission and if borough-owned tidelands, to the port commission for comments in favor or against the sale at their next commission meeting.

The request shall state the purpose and proposed use of the requested borough-owned property or tidelands in detail including but not limited to maps and complete written narrative.

- 2. After the report(s) have been received by the borough clerk from the planning and zoning commission or the port commission (if borough-owned tidelands), the borough clerk shall place the request for purchase on an upcoming regular borough assembly agenda, as a public hearing item, for the assembly to approve moving forward with the sale. All property owners within 300 feet shall be notified by mail regarding the public hearing.
- 3. If the assembly approves moving forward with the sale, the clerk shall notify the applicant of the costs associated with the sale which include but are not limited to the survey (if required), appraisal, all public notices, and recording fees.
- 4. Once the applicant agrees to the costs associated with the sale, the clerk shall cause an appraisal of the interest to be disposed of to be made by a licensed appraiser, who shall submit a report, which will include his or her estimate of the market value of the interest.
- 5. If the borough-owned property or borough-owned tidelands require a survey, the applicant shall be responsible for obtaining that survey. If a survey is required, the appraisal shall take place after the survey. Both the survey and the appraisal costs shall be the responsibility of the applicant.
- 6. Once the appraisal report has submitted, if the subject interest has a value of \$1,000,000 or less, the borough clerk will cause a notice of the proposed land or tidelands sale to be published for three consecutive weeks before final action of the borough assembly to approve or reject the sale, by resolution. The publication shall be published in the newspaper at least three times, with the final publication at least one week prior to the final action on the application. The notice shall identify the applicant and the location of the proposed sale. The notice shall state that anyone wishing to protest the sale must file a written protest with the borough clerk not later than a date identified in the notice. Such protest shall be in writing and shall state all reasons for the protest. Failure to timely protest as required by this subsection shall constitute a waiver of any right to purchase or use the location and shall waive any right to contest the awarding of the sale.
- 7. No sooner than one week after the date set for receipt of protests, the borough manager shall submit to the borough assembly a report and recommendation on each timely protest received by the borough. Following the required public notice period for the sale of land or tidelands, the assembly shall approve or reject the sale by resolution. Any protests received and the final report from the borough manager shall be included in the agenda item for the assembly, along with the appraisal report.
- B. Terms. Upon final approval by the borough assembly by resolution, payment in full must be paid within 20 days in the form of a certified or cashier's check, cash or by electronic funds transfer (EFT).

Payment due includes the appraised fair market value plus the survey cost, assessment, all public notices, and recording fees.

C. Fund Disposition. All funds received from tidelands sales shall be deposited into the City and Borough of Wrangell's permanent fund.

#### CITY AND BOROUGH OF WRANGELL, ALASKA

#### RESOLUTION NO: <u>04-24-1853</u>

A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, APPROVING THE CONVEYANCE OF THE SALE 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 WAYNE JOHNSON

WHEREAS, Wayne Johnson, DBA Wrangell Heritage House Development, LLC, approached the borough with an offer to purchase Lots 2, 3, 4, 5, 8 and 9), of Subdivision Plat Block 54, According to Plat No. 68-81, Zoned Open Space; and

WHEREAS, the borough assembly held a public hearing on the proposal to purchase Lots 2, 3, 4, 5, 8 and 9, Block 54, on March 12, 2024; and

WHEREAS, as per WMC 16.12.040, surrounding property owners within 300 feet of the proposed lots were sent public hearing notices directly; and

WHEREAS, at the March 12, 2024 meeting, the Assembly approved selling Lots 2, 3, 4, 5, 8 and 9, Block 54, to Mr. Johnson; and

WHEREAS, an appraisal was completed on March 22, 2024 for Lots 2, 3, 4, 5, 8 and 9, Block 54 and the total fair market value was determined to be \$316,800; and

WHEREAS, the Borough Assembly is approving the sale of the above described parcels to Wayne Johnson, DBA Wrangell Heritage House Development, LLC, for the total amount of \$316,800 plus the appraisal and associated fees.

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

- <u>Section 1.</u> The Assembly of the City & Borough of Wrangell, Alaska authorizes the sale of the Borough–owned real property more particularly known as: Lots 2, 3, 4, 5, 8 and 9, Block 54, zoned Open Space to Wayne Johnson, DBA Wrangell Heritage House Development, LLC.
- Section 2. The Borough Mayor and Clerk are authorized to execute a quit claim deed to Wayne Johnson, DBA Wrangell Heritage House Development, LLC, to convey the real property, when the full price of \$316,800 is paid.
- <u>Section 3.</u> The consideration paid by Mr. Johnson shall be accepted by the residential construction fund.

<u>Section 4.</u> This resolution takes effect upon approval.

# PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY & BOROUGH OF WRANGELL, ALASKA THIS $9^{th}$ DAY OF April, 2024.

	CITY & BOROUGH OF WRANGELL
	Patricia Gilbert, Borough Mayor
ATTEST: Kim Lane, MMC, Borough Clerk	



#### CITY & BOROUGH OF WRANGELL

INCORPORATED MAY 30, 2008

#### **Economic Development Department**

PO Box 531, Wrangell, AK 99929 Phone (907)-874-3902

Date: February 21, 2024

To: Mason Villarma, Interim Borough Manager

Kim Lane, Borough Clerk

Assembly of the City and Borough of Wrangell

From: Kate Thomas, Economic Development Director

Subject: Request from Mr. Wayne Johnson to purchase Borough Owned Real Property within the Wrangell Townsite, Lot 2, 3, 4, 5, 8 and 9, of the Subdivision Plat Block 54, according to Plat No. 68-81, zoned Open Space.

Attachments: 1.) Public Map of Property 2.) Plat 68-81

On February 15<sup>th</sup>, 2024, the Planning and Zoning Commission reviewed Mr. Wayne Johnson's request to purchase Borough owned real property. The requested lots 2, 3, 4, 5, 8 and 9 are adjacent to the property where the Wrangell Medical Center (old hospital) currently exists.

The Commission voted to recommend approval of Mr. Wayne Johnson's request to purchase Borough Owned Real Property within the Wrangell Townsite, Lot 2, 3, 4, 5, 8 and 9, of the Subdivision Plat Block 54, according to Plat No. 68-81, zoned Open Space with the condition that the Wrangell Medical Center (old hospital) property sale agreement between Mr. Wayne Johnson and the City and Borough of Wrangell is approved and executed.

## A RESTRICTED USE APPRAISAL OF LOTS 2,3,4,5,8 AND 9 BLOCK 54 WRANGELL TOWNSITE WRANGELL, ALASKA 99929

FOR
Kim Lane
Borough Clerk
CITY AND BOROUGH OF WRANGELL
P. O. BOX 531
WRANGELL, ALASKA 99929

VALUATION DATE March 22,2024

FILE 24-3437

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

APPRAISAL COMPANY OF ALASKA, LLC 405 W. 27<sup>th</sup> Ave. ANCHORAGE, ALASKA 99503 March 22, 2024

Kim Lane, Borough Clerk City and Borough of Wrangell P. O. Box 531 Wrangell, AK 99929

Re: Lots 2,3,4,5,8 And 9 Block 54 Wrangell Townsite Wrangell, Alaska 99929

Dear Ms. Lane:

As requested, I have prepared a Restricted Use Appraisal Report on the fair market value of the above as if vacant. The appraisal date is March 22, 2024. The purpose of the report is to determine the fair market value for possible sale. A description and valuation follows.

As a result of the investigation and analysis, subject to the assumptions and limiting conditions, it is my opinion the market value of the property as of March 22, 2024 is:

\$316,800

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

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

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

Sincerely,

APPRAISAL COMPANY OF ALASKA

Michael C. Renfro

Assessor

City and Borough of Wrangell, Alaska

#### **EXTRAORDINARY ASSUMPTIONS**

Extraordinary assumptions and extraordinary limiting conditions specific to this assignment follow. The value estimate(s) presented in this report may be amended if the extraordinary assumptions or limiting conditions are found to be false. The reader is advised that the use of these assumptions and limiting conditions might have affected the assignment results

It is assumed that the subject could be rezoned to Commercial use if the property is transferred to a private party.

#### RESTRICTED USE APPRAISAL

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

**CLIENT:** 

Kim Lane, Borough Clerk

City and Borough of Wrangell

P.O. Box 531

Wrangell, Alaska 99929

APPRAISER:

Michael C. Renfro, Assessor

City and Borough of Wrangell

405 W. 27th Ave.

Anchorage, Alaska 99503

SUBJECT:

Fee Simple Estate

Land Only - Lots 2,3,4,5,8 and 9, Block 54 Wrangell

Townsite. Plat 68-81 Wrangell, Alaska 99929

OWNER:

The City and Borough of Wrangell

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

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

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

#### **INTENDED USE OF REPORT:**

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

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

**EFFECTIVE DATE OF VALUE:** March 22, 2024

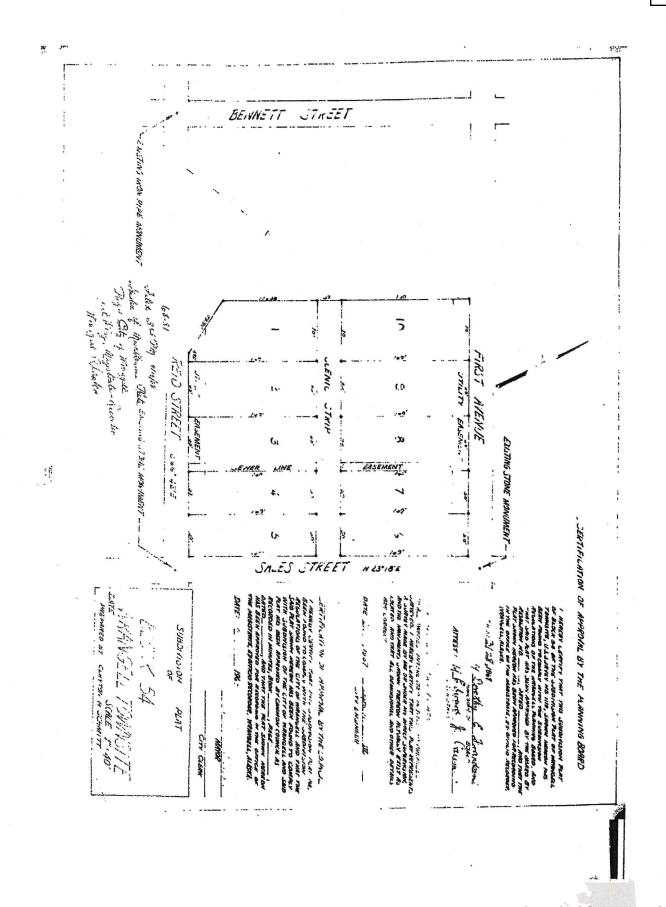
DATE OF REPORT: March 22, 2024

**SALES HISTORY:** There have been no sales of the subject property in the last three years.

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

- Inspected the subject property prior to March 22, 2024
- Reviewed available records.
- Applied the market approach to arrive at an indication of value.

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



## CITY AND BOROUGH OF WRANGELL, ALASKA





1 inch = 88.640382 feet

Date: 2/12/2024

Public Map

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



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

**SUMMARY OF PROPERTY APPRAISED:** The property that is the subject of this report is east of the old Wrangell hospital east of Bennett Street between First Avenue and Reid Street.

<u>Legal Description</u>: Lots 2,3,4,5,8 And 9 Block 54 Wrangell Townsite according to plat 68-81 Wrangell Recording District, State of Alaska.

Address: NHN First Avenue and NHN Reid Street Wrangell, Alaska, 99929

<u>Land</u>: The reader is referred to the Plat Map on the previous page. The subject lots are undeveloped with mature tree cover. There is an undeveloped scenic strip between lots 2 through 5 and lots 8 and 9. And a sewer easement between lot 3 and 4 and the east side of lot 8.

<u>Utilities:</u> All utilities are available to the site.

<u>Site:</u> Lots 2,3,4 and 5 are contiguous lots. Lots 2 and 3 are 10,400 sq. ft. each and lots 4 and 5 are 8,000 sq. ft. each. Lots 8 and 9 are contiguous lots each being 10,400 sq. ft. The total area appraised is 57,600 sq. ft.

Improvements: No improvements are included in this report. These lots are vacant.

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

Zoning: The subject is zoned open space/public which allows the following eases:

**20.32.010 Purpose:** The open space/public (OS) district is intended to provide for areas containing public facilities, existing and potential public recreation sites, area subject to natural hazards, public watersheds and areas of critical wildlife habitat. The purpose of this district is to protect public safety, health and welfare, and to maintain the integrity of significant cultural, natural and recreational resources and provide for public uses consistent with the policies of the coastal management program, [Ord. 867 § 1, 2013; Ord. 462 § 6, 1984; Ord 219 § 5, 1969; prior code § 95.34.010]

**20.32.020 Conditional uses:** The following conditional uses ae allowed in this district by action of the planning and zoning commission in accordance with Chapter 20.68 WMC; provided, that the proposed use does not conflict with or degrade existing or designated recreational use areas, historic and cultural sites, or critical wildlife habit:

- A. Quarries, mineral extraction and processing;
- B. Airport-related businesses, restaurants and support services;
- C. Aviation-related repair services;
- D. Aircraft hangars;
- E. Commercial airlines terminals;
- F. Air freight storage facilities;
- G. Hospital and medical service facilities:
- H. Schools;
- I. Docks, piers, seawalls and shoreline protection devices;
- J. Recreation facilities and sites;
- K. Recreational vehicle parks;
- L. Warehouses;
- M. Uses and structures which are customarily accessory and subordinate to the above uses;
- N. Animal establishments;
- O. Municipal facilities;
- P. Communication infrastructure. [Ord. 999 § 2, 2021; Ord. 867 § 1, 2013; Ord. 785 § 16, 2006; Ord. 462 § 6, 1984; Ord. 349 § 5, 1976; prior code § 95.34.020]

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

As if vacant the subject's highest and best use would be for development consistent with the current zoning requirements. Open space/public or any conditional uses.

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

## **COMPARABLE LAND SALES**

NO.	Legal	Date	Sale Price	Area/SF	Price/SF	Remarks
1	Lot 4A Blk 59B USS 1119	9/21	\$23,800	5,273	\$4.51	Large Ind Lot with utilities close by
2	Lot 8A Blk 59B Massin/Ind Replat	4/21	\$86,800	18,345	\$4.73	Improved Ind. Lot level all utilities
3	Lot A-BB-2 WSI Sub T	6/17	\$138,000	17,258	\$8.00	Improved Ind Lot in Boat yard
4	Lot 5 Blk 59B Ind. Sub.	7/20	\$50,000	7,222	\$6.92	Improved Ind lot with all utilities

#### Analysis of Comparable Land Sales:

<u>Time:</u> With a limited amount of sales, it is difficult to obtain paired sales for analysis to arrive at the adjustments needed to bring the available sales into conformity with the subject. However, in general, values are increasing in Wrangell. The CPI indicates an increase around 2% per year. Except for the last year where values increased approximately 6% per year.

#### Terms:

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

#### Size

Smaller parcels tend to sell for more per unit of comparison than larger parcels, all other factors being equal. In relation to the subject. All of the comparables are adjusted downward for size.

#### Location and Access:

Location and access is somewhat subjective on the part of the appraiser in relation to the comparable data utilized. However, analysis of other sales and land lease transactions indicates that location and access can account for up to 20% difference between superior and inferior locations. The subject's location and access is felt to be inferior to comparable 3.

#### **Utilities:**

All of the comparables have similar utilities except comparable 1, which is adjusted upward.

#### Topography and View:

All of the comparables are considered to have similar topography.

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

Sale No.	#1	#2	#3	#4
Price/SF	\$4.51	\$4.73	\$8.00	\$6.92
Time	+8%	+9%	+19%	+12%
Net After Time	\$4.87	\$5.16	\$9.52	\$7.75
Terms	0	0	0	0 ,
Size	-20%	-10%	-10%	-20%
Location/Access	0	0	-20%	0
Utilities	+10%	0	0	0
Topography	0	0	0	0
Net Adjustment	-10%	-10%	-30%	-20%
Indicated Value/S.F.	\$4.38	\$4.64	\$6.66	\$6.20

#### Conclusion:

Before adjustments for property differences the comparables ranged between \$4.51 to \$8.00 per square foot. The average is \$6.03 per square foot

After adjustments for property differences, the available transactions indicate a range of value for the subject's 57,600 sq. ft. between \$4.38 to \$6.66 per square foot for an average of \$5.47per square foot.

After analysis of the property differences, including the subject's size and location, the market value of the subject's 57,600 is estimated at \$5.50 per square foot.

The estimated market value is:

\$316,800

#### **ASUMPTIONS AND LIMITING CONDITIONS:**

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

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

#### CERTIFICATION

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

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

Michael C. Renfro

#### January 26, 2024

Attn: Kim Lane Borough Clerk City & Borough of Wrangell 205 Brueger Avenue Wrangell, Alaska 99929

Dear Mrs. Lane,

I am contacting you today to express my interest in purchasing six parcels of undeveloped land from the City and Borough of Wrangell. Please consider this letter as a formal request to purchase the following parcels of land:

Parcel 02-030-252, Lot 9, Plat 68-81 Parcel 02-030-250, Lot 8, Plat 68-81 Parcel 02-031-357, Lot 2, Plat 68-81 Parcel 02-031-359, Lot 3, Plat 68-81 Parcel 02-031-361, Lot 4, Plat 68-81 Parcel 02-031-363, Lot 5, Plat 68-81

\*See attached Schedule A

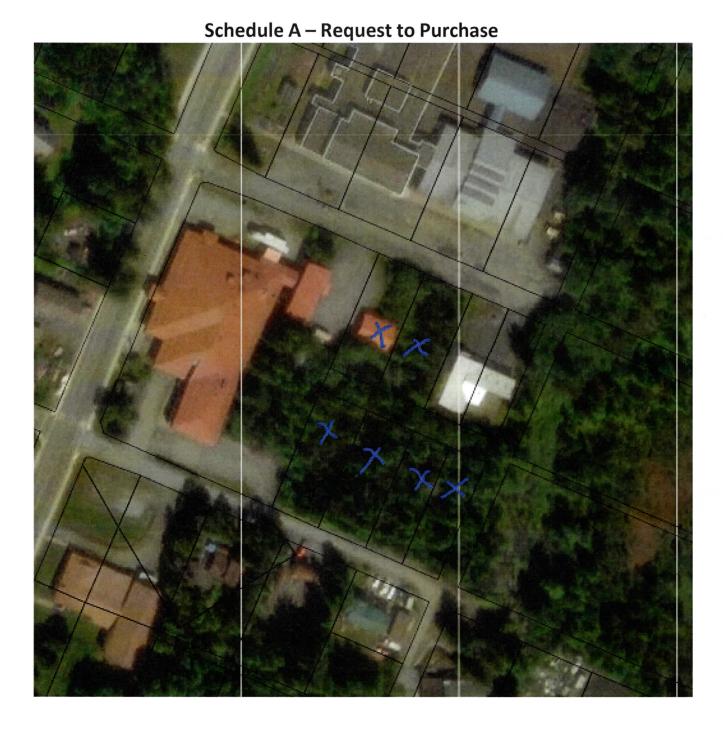
As per WMC 16.12.040, it is necessary for me to outline my purpose and the intended use of the land I am requesting to purchase. The aforementioned parcels are adjacent to the Old Wrangell Medical Center which I am simultaneously attempting to purchase. My vision is to demolish the Old Wrangell Medical Center and utilize that land and these adjacent six parcels to develop housing units. With the current housing crisis affecting Wrangell and the rest of the State, I believe this to be of great benefit to the community of Wrangell as it will help offer a housing solution and aid in spurring further economic growth in the Borough. The Borough would also benefit from this transaction as it would expand its tax base. It is my understanding that the Borough has no plans to develop these properties, and I believe such a transaction is mutually beneficial.

Please feel free to contact me directly at (404) 316-1365 regarding next steps. I sincerely hope you consider this request to purchase.

Respectfully,

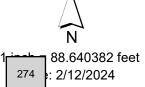
Wayne Johnson

Wrangell Heritage House LLC



# CITY AND BOROUGH OF WRANGELL, ALASKA





Public Map



# CERTIFICATION OF APPROVAL BY THE PLANNING BOARD

I HEREBY CERTIFY THAT THIS SUBDIVISION PLAT OF BLOCK 54 OF THE SUBDIVISION PLAT OF WRANGELL TOWNSITE, U.S. SURVEY NO. 1119, SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS OF THE WRANGELL PLANNING BOARD, AND THAT SAID PLAT HAS BEEN APPROVED BY THE BOARD BY RESOLUTION NO \_\_\_\_\_, DATED \_\_\_\_\_, AND THAT THE PLAT SHOWN HEREON HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE MAGISTRATE, EX-OFFICIO RECORDER, WRANGELL ALASKA.

THIE: 3/28,1967 ATTEST: 15/ Edward & Gaum.

2 x mixing Later ATL

TO ALL PARTIES INTERESTED IN TITLE TO PREMISES SURVEYED. I HEREBY CERTIFY THAT THIS PLAT REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION, AND THE MONUMENTS SHOWN THEREON ACTUALLY EXIST AS LOCATED AND THAT ALL DEMINSIONAL AND OTHER DETAILS ARE CORRECT

DATE DA 1,1507 SIGN IX STATE

CERTIFICATION OF APPROVAL BY THE COUNCIL

I HEREBY CERTIFY THAT THIS SUDDIVISION PLAT MAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS OF THE CITY OF WRANGELL AND THAT THE SAID PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH SUBDIVISION OF THE CITY OF WRANGELL AND SAID PLAT HAS BEEN APPROVED BY COMMON COUNCIL AS RECORDED IN MINUTES, BOOK \_\_\_\_, PAGE\_\_\_\_, DATED\_\_\_\_, AND THAT THE PLAT SHOWN HEREON HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE MAGISTRATE, EX-OFFICIO RECORDER, WRANGELL, ALASKA.

DATE: /\_\_\_\_\_\_\_196:

CITY CLERK

SUBDIVISION PLAT

PREPARED BY CLAYTON H. SCHMIT

EXISTING STONE MONUMENT -

FIRST AVENUE STILITY EASENIEW SCENIC STRIP EASEMENT REID STREET 566" 42'E

Seder of Miscellaneous Plate ENSING STONE MONOMENT -Page City of Wrangell Page King, Nagistrate-Recorder Wrangell alaska

EXISTING IRON PIPE MONUMENT

68-81

Filed 3 25 P.M. 4/16/68

YEAR ON THE 4.658.655

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

	DATE:	April 9, 2024
AGENDA ITEM TITLE:	Agenda Section	13

ORDINANCE No. 1054 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, ADDING SECTION 1.20.045 TITLED "DISPOSITION", ADDING SECTION 1.20.046 TITLED PAYMENT OF FINE WITHOUT COURT APPEARANCE AND AMENDING SECTION 1.20.050, MINOR OFFENSE FINE SCHEDULE, IN THE WRANGELL MUNICIPAL CODE

SUBMITT	ED BY:	FISCA	L NOTE:	
		Expen	diture Requir	r <b>ed:</b> \$XXX Total
Tom Radke	e, Police Chief	Fiscal Y	Year (FY):	Amount: \$
Nick Pears	on, Police Sergeant			
		Amou	nt Budgeted:	
	_		FY: \$	
D	/A	Account Number(s):		
Reviews	/Approvals/Recommendations		XXXXX XXX X	XXXX
	Commission, Board or Committee	Accou	nt Name(s):	
Name(s)			Enter Text H	lere
Name(s)		Unenc	umbered Bal	ance(s) (prior to
	Attorney		diture):	
	Insurance		\$XXX	

ATTACHMENTS: 1. ORD 1054 2. AK Bulletin (information)

#### **RECOMMENDATION MOTION:**

Move to approve First Reading of Ordinance No. 1054 and move to a Second Reading with a Public Hearing to be held on April 23, 2024.

### **SUMMARY STATEMENT:**

This ordinance is necessary to change the code to allow Wrangell to be a Non-Payee city.

The Wrangell Police Department is currently facing a problem with entering and maintaining traffic-related records. The State of Alaska Court is no longer accepting paper documents, so all documents including traffic

citations must be e-filed. The Wrangell Police Department currently does not have the necessary equipment to enter the records efficiently. All traffic citations issued by the Wrangell Police Department are currently handwritten and must be scanned individually and uploaded one at a time to file them with the court. Additionally, each citation must be manually entered into the Alaska Public Safety Information Network. The current method of handwriting citations is not only inefficient for police department staff, but also causes unnecessary delay to the public when compared to electronic citations.

The Wrangell Police Department's proposed solution is to equip every patrol vehicle currently in use with tablets capable of running TraCS software, a scanner, a printer, and mounting hardware to secure the items inside the vehicles.

This equipment will enable officers to quickly issue citations and print them, so they can return to service. The printed citations are easier to read than handwritten documents and will reduce errors in data entry. The tablets will also enable officers to upload the citations and 12-200 Motor Vehicle Collision reports, to the Alaska Court System via the internet without having to scan each document.

To fund this project the Wrangell Police Department has applied for a grant through the State of Alaska Office of Highway Safety which will pay for eighty percent of the cost. The grant has been approved, however in order to proceed with the project the borough must sign a memorandum of understanding with the State of Alaska court to become a non-payee city.

Please see Alaska Court Administrative Bulletin 39 for information about the differences between payee and non-payee cities.

# CITY AND BOROUGH OF WRANGELL, ALASKA ORDINANCE NO. <u>1054</u>

AN ORDINANCE OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, ADDING SECTION 1.20.045 TITLED "DISPOSITION", ADDING SECTION 1.20.046 TITLED PAYMENT OF FINE WITHOUT COURT APPEARANCE AND AMENDING SECTION 1.20.050, MINOR OFFENSE FINE SCHEDULE, IN THE WRANGELL MUNICIPAL CODE

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

SEC. 1. <u>Addition.</u> Section 1.20.045 titled Disposition and Section 1.20.046 titled Payment of Fine Without Court Appearance is hereby added to the Wrangell Municipal Code as follows:

#### Sections:

- 1.20.010 Generally.
- 1.20.020 Reserved.
- 1.20.030 Aiding in an infraction.
- 1.20.040 Surcharge.
- 1.20.045 Disposition.
- 1.20.046 Payment of Fine Without Court Appearance.
- 1.20.050 Minor offense fine schedule.

#### **1.20.045** Disposition.

- A. All citations issued by the Wrangell police department shall be deposited with the district court, first judicial district at Wrangell.
- B. Citations issued by departments of the city, other than the Wrangell police department, shall be deposited with the Wrangell police department to be delivered to the district court, first judicial district at Wrangell when:
  - a. The offense requires a mandatory court appearance; or
  - b. The defendant requests arraignment or trial for optional court appearance offenses; or
  - c. The borough requests a default judgment.
- C. Upon filing of such citation in the district court as aforesaid, the citation may, except as otherwise provided by law, be disposed of only by trial in the court or by other official action by a judge of the district court, by official action of a prosecutor or by payment of the applicable fine and surcharge as provided by this chapter.

- D. The chief of police or their designee shall also maintain or cause to be maintained a record of all warrants, summons, and orders to show cause, and charges of failure to appear issued by the district court on violations for which citations have been issued, which are delivered to the police department for service, and of the final disposition of each.
- E. It is unlawful and official misconduct for any member of the police department or other officer or public employee to destroy, alter or deface a citation, or any copy thereof, or the records of the issuance, or the disposition of any citation, complaint, or a warrant, in a manner other than as authorized by this title.
- F. The chief of police or their designee shall require every police officer and enforcement agent to return a copy of every citation issued by the officer or agent to an alleged violator and all copies of every citation that have been spoiled or upon which any entry has been made and not issued to an alleged violator. The chief of police shall also maintain in connection with every citation issued by an officer or agent a record of the disposition of the charge.

#### 1.20.070 Payment of fine without court appearance.

- A. A person receiving a citation issued by the Wrangell police department for a violation for which a fine has been scheduled may, within 30 days from the date of the citation, mail or personally deliver to the court, the amount of the scheduled fine and surcharge indicated on the citation together with a copy of the citation for the violation signed by the person indicating the person's waiver of court appearance, entry of a plea of no contest, and payment of the fine and surcharge. The receipt of the fine, surcharge, and the signed plea of no contest shall act as a judgment of conviction. The payment of the fine and surcharge shall be complete satisfaction for that particular offense, but will not bar subsequent actions to enjoin violations, to order compliance or to prosecute repeated violations. Disposition of any offense under this section may not occur unless the person cited for the offense pays the surcharge prescribed in AS 12.55.039 in addition to the scheduled fine amount. If no fine has been scheduled for an offense, the alleged violator shall appear in the district court on the date shown on the citation.
- B. A person receiving a citation issued by any department of the borough other than the Wrangell police department for a violation for which a fine has been scheduled may, within 30 days from the date of the citation, mail or personally deliver to the borough, the amount of the scheduled fine and surcharge indicated on the citation together with a copy of the citation for the violation signed by the person indicating the person's waiver of court appearance, entry of a plea of no contest, and payment of the fine and surcharge. The receipt of the fine, surcharge, and the signed plea of no contest shall act as a judgment of conviction. The payment of the fine and surcharge shall be complete satisfaction for that particular offense, but will not bar subsequent actions to enjoin violations, to order compliance or to prosecute repeated violations. Disposition of any offense under this section may not occur unless the person cited for the offense pays the surcharge prescribed in AS 12.55.039 in addition to the scheduled fine amount. If no fine has been scheduled for an offense, the alleged violator shall appear in the district court on the date shown on the citation.

SEC. 2. <u>Amendment.</u> Section 1.20.050 titled Minor offense fine schedule is hereby amended in the Wrangell Municipal Code as follows:

#### 1.20.050 Minor offense fine schedule.

In accordance with AS 29.25.070(a), citations for the following offenses may be disposed of as provided in AS 12.25.195 through 12.25.230, without a court appearance, upon payment of the fine amounts listed below plus the state surcharge required by AS 12.55.039 and 29.25.074. [Fines must be paid to the police department.] If an offense is not listed on a fine schedule, the defendant must appear in court to answer the charges. The Alaska Court System's Rules of Minor Offense Procedure apply to all offenses listed below. Citations charging these offenses must meet the requirements of Minor Offense Rule 3. If a person charged with one of these offenses appears in court and is found guilty, the penalty imposed for the offense may not exceed the fine amount for that offense listed below.

...

- SEC. 3. <u>Severability.</u> If any provision of this ordinance, or any application thereof to any person or circumstances is held invalid, the remainder of this ordinance and the application to all other persons or circumstances shall not be affected thereby.
- SEC. 4. <u>Classification.</u> This ordinance is of a permanent nature and shall be codified in the Wrangell Municipal Code.

SEC. 5. <u>Effective Date.</u>	This ordinance shall be effective upon adoption.
PASSED IN FIRST READING	G:, 2024
PASSED IN SECOND READ	ING:, 2024
	Patricia Gilbert, Borough Mayor
ATTEST:	
Kim Lane, MMC, Borough C	lerk

### ALASKA COURT SYSTEM OFFICE OF THE ADMINISTRATIVE DIRECTOR ADMINISTRATIVE BULLETIN NO. 39 (Revised September 8, 2022)

#### TO: ALL HOLDERS OF ADMINISTRATIVE BULLETIN SETS:

All Justices

Senior Staff

All Judges

**Central Services** 

**Area Court Administrators** 

**Judicial Services** 

Clerk of the Appellate Courts

**APD Warrants** 

**Rural Court Administrators** 

All Clerks of Court

All Magistrate Judges

Law Libraries at Anchorage, Fairbanks & Juneau

SUBJECT: Processing of Minor Offense Citations Issued by Municipal Peace Officers

or Other Persons Authorized by Law to Issue Citations

This administrative bulletin is promulgated to implement the provisions of AS 12.25.210(a) and Administrative Rule 49 and to establish procedures for the filing of minor offense citations by municipalities.

#### **DEFINITIONS** A.

- 1. Minor Offense. See definition in Minor Offense Rule 2.
- 2. Correctable Offense. An offense that may be dismissed if the defendant shows a law enforcement agency proof of correction (for equipment defects) or proof of compliance (for driver's license and insurance offenses).1 Ordinarily, correctable offenses are listed in municipal fine schedules or state bail forfeiture schedules so the defendant has the option of mailing in a fine amount instead of showing proof of compliance. If the offense is listed in such a schedule, the correctable offense is treated like an optional court appearance offense.
- 3. Fine Schedule. A "fine schedule" is a municipal ordinance that lists offenses that can be disposed of without a court appearance. schedule includes the name and ordinance number of each offense, the fine for each offense, and the procedure for disposing of the charges by submitting a "no contest" plea along with payment of the fine and any applicable surcharge required by state statute.

Note: Proof of compliance with driver's license and insurance requirements can be made to the court as well as to police agencies. Minor Offense Rule 5(a)(4).

- 4. **Mandatory Court Appearance Offense.** An offense <u>not</u> listed in a municipal fine schedule or state bail forfeiture schedule. The defendant is required to appear in court to answer to the charge.<sup>2</sup> Minor Offense Rule 6.
- 5. **Municipality.** A political subdivision incorporated under the laws of the state that is a home rule or general law city, a home rule or general law borough, or a unified municipality. AS 01.10.060.
- 6. **Optional Court Appearance Offense.** An offense listed in a municipal fine schedule or state bail forfeiture schedule. The defendant may (a) plead no contest and submit payment of the citation, (b) plead not guilty and request a trial, or (c) request to appear for arraignment. Minor Offense Rule 5.
- 7. **Non-Payee City**. A municipality that files all citations (mandatory and optional court appearance) with the court.
- 8. **Payee City.** Municipalities in which citations for municipal optional court appearance offenses are filed with the municipality and defendants send their responses to the citation to the municipality.

#### B. PAYEE CITIES

1. **Applicable Municipalities**. This section applies to the following municipalities:

Anchorage Ketchikan\*

Cordova Ketchikan Gateway Borough

Craig Petersburg
Fairbanks Sitka
Juneau\* Wrangell

Kenai

#### \*Exceptions:

Effective July 24, 2013, all citations issued by the Juneau Police Department are filed with the Juneau court and processed as provided in Section C of this Bulletin. Citations for fine schedule offenses issued by <a href="https://doi.org/10.2016/journal.com/">other</a> Juneau departments or agencies will continue to be filed with the City and Borough of Juneau.

Effective October 5, 2022, all citations issued by the Ketchikan Police Department are filed with the Ketchikan court and processed as provided in Section C of this Bulletin. Citations for fine schedule offenses issued by

However, the defendant can avoid appearing in court for arraignment by submitting a "not guilty" plea. Minor Offense Rule 6(a)(2).

**other** City of Ketchikan departments will continue to be filed with the City of Ketchikan.

#### 2. Payee City Citations That Must Be Filed with the Municipality

- a. <u>Filing the Citation</u>. If a citation charges an offense under a municipal ordinance that is listed on a municipal fine schedule, the peace officer shall deposit the original or a copy of the citation with the designated office in the municipality as required by AS 12.25.210(a).
- b. Records of Conviction. These municipalities must comply with AS 28.15.191(f), which requires them to forward records of fine payments received after no contest pleas for traffic moving violations to the Department of Administration (Division of Motor Vehicles).
- c. <u>Default Judgments for Failure to Respond</u>. These municipalities may request the court to enter a default judgment for defendants who fail to respond to citations as follows:
  - (1) The municipality must first send defendants a 15-day warning notice required by Minor Offense Rule 9(a)(2).
  - (2) To request default judgment for defendants who fail to respond to the warning notice, the municipality must file the citation with the court together with a Request and Affidavit for Default Judgment on court form TR-102M.
  - (3) Requests for default judgment must be filed within six months of issuance of a citation.<sup>3</sup>
- d. Request for Entry of Judgment.<sup>4</sup> A payee city may request the court to enter a judgment for defendants who:
  - (1) submits a no contest plea but do not submit payment or payment was not completed due to insufficient funds, or
  - (2) makes a partial payment with or without submitting a plea of no contest.

To request a judgment, the municipality must file the citation with the court together with a Request and Affidavit for Judgment on court form TR-425. The citation must be filed within six months after the citation was issued.

Minor Offense Rule 9(a)(3).

Minor Offense Rule 5.1.

#### 3. Citations That Must Be Filed with the Court

- a. The municipality (payee city) must file citations issued by a municipal peace officer with the court as follows:
  - (1) State Offense. Citations in which the plaintiff is the State of Alaska<sup>5</sup> must be filed with the court within 10 days<sup>6</sup> from the date of issuance, except as provided in Minor Offense Rule 3(g)(3).<sup>7</sup>
  - (2) Mandatory Court Appearance. Citations charging an offense for which no scheduled fine amount has been established by ordinance must be filed with the court within 10 days from the date of issuance, except as provided in Minor Offense Rule 3(g)(3).4
  - (3) Optional Court Appearance Not Guilty Plea. Citations for which the defendant has submitted a not guilty plea must be filed on the next business day following receipt of the not guilty plea.
  - (4) Optional Court Appearance Request for Arraignment. Citations for which the defendant has submitted a request for arraignment must be filed with the court by the next business day following receipt of the request. The court will send the defendant a notice of hearing for the arraignment.
- b. For citations filed with the court, the municipality does not need to send the 15-day warning notice or request default judgment. The court will send defendants who fail to respond the 15-day warning notice required by Minor Offense Rule 9(a)(2) and enter default judgment against any defendant who fails to respond to the warning notice.

### 4. 10% Processing Fee for Citations Filed With Court

Administrative Rule 49 authorizes the assessment of a processing fee only for "uncontested municipal citations for which a fine schedule has been established by municipal ordinance…"

If a municipal officer charges a state offense that the municipality has not adopted by reference, the plaintiff must the State of Alaska. Any fine paid must be deposited into the State's General Fund. AS 22.15.250 and .270.

<sup>&</sup>lt;sup>6</sup> AS 12.25.210(a).

Exception: Minor Offense Rule 3(g)(3) requires that proof of service be filed with the citation when it is filed with the court. The requirement that citations be filed within 10 days of issuance does not apply if the citation was served by a method listed in Minor Offense Rule 3(g)(2)(C) because it may not be possible to submit proof of service within 10 days after the citation is issued and served by one of those methods (e.g. service by certified mail).

For citations filed with the court,

- a. Until further notice, the court system will charge a 10% processing fee8 for
  - (1) fines paid to the court after a defendant pleads no contest to an optional court appearance offense (including correctable offenses listed on fine or bail schedules), and
  - (2)fines paid to the court on a default judgment for an optional court appearance offense (including correctable offenses listed on fine or bail schedules).

The processing fee equals 10% of the gross revenue collected by the court from the above fines, excluding surcharges. The court system will send the municipality a quarterly invoice for these fees.

- b. The court system will **not** charge a processing fee for:
  - (1) fines paid to the court for a mandatory court appearance offense, and
  - (2)fines paid to the court after a defendant is found guilty at a trial.

#### 5. Procedure for Electing to Be a Non-Payee City

a. A payee city that elects to become a non-payee city must notify the Administrative Director in writing that it wishes to become a nonpayee city. This request should be sent to:

Office of the Administrative Director Alaska Court System 303 K Street Anchorage, Alaska 99501-2084

Fax: (907) 264-0881

b. The court system will prepare an agreement explaining the responsibilities of the municipality and the court when the municipality becomes a non-payee city.

The Administrative Director or area court administrator may waive this fee because of services provided to the court system by the municipality. The Administrative Director waived the 10% fee for the Municipality of Anchorage (MOA) in exchange for the MOA paying for the costs incurred to develop a data exchange for default judgments between the Municipality and the court.

#### **NON-PAYEE CITIES** C.

1. Filing the Citation. In all other Alaska municipalities, all minor offense citations must be filed with the court.9

#### 10% Fee. 2.

- Until further notice, the court system will charge a 10% processing a. fee for:
  - (1)fines paid to the court after a defendant pleads no contest to an optional court appearance offense (including correctable offenses listed on fine or bail schedules), and
  - fines paid to the court on a default judgment for an optional (2)court appearance offense (including correctable offenses listed on fine or bail schedules).

The processing fee equals 10% of the gross revenue collected by the court from the above fines, excluding surcharges. The court system will send the municipality a quarterly invoice for these fees.

- b. The court system will **not** charge a processing fee for:
  - (1) fines paid to the court for a mandatory court appearance offense, and
  - fines paid to the court after a defendant is found guilty at a (2)
- 3. Records of Conviction. The court system will forward records of conviction for traffic moving violations to the Department of Administration, Division of Motor Vehicles as required by AS 28.15.191(a).
- 4. Request to Become Payee City.
  - A non-payee city that elects to become a payee city must notify the a. Administrative Director in writing that it is choosing to become a payee city. This notification should be sent to:

Office of the Administrative Director Alaska Court System 303 K Street Anchorage, Alaska 99501-2084

Fax: (907) 264-0881

AS 12.25.210(a) provides that citations filed with the court must be filed within 10 days of issuance except as provided in footnote 7.

- b. The court system will prepare an agreement explaining the responsibilities of the municipality and the court when the municipality becomes a payee city.
- 5. **Default Judgments for Failure to Respond**. The court will send defendants who fail to respond to citations the 15-day warning notice required by Minor Offense Rule 9(a)(2). The court will also enter default judgment against any defendant who fails to respond to the warning notice. Non-payee cities do not need to send the 15-day warning notice or request default judgment.

#### D. ENFORCEMENT OF JUDGMENTS

If defendants do not pay their municipal fines voluntarily, it is the responsibility of the municipality to take the actions necessary to enforce payment. The courts will <u>not</u> engage in enforcement efforts on behalf of municipalities, unless authorized to do so in writing by the area court administrator.

# E. ELECTRONIC EXECUTION ON THE PFD TO SATISFY MINOR OFFENSE JUDGMENT

If a payee or non-payee city wants court authorization to execute electronically on a defendant's Alaska Permanent Fund Dividend to collect a fine, the municipality must enter into an agreement with the court system as described in Administrative Bulletin 43 and follow the required procedures.

Dated:	September 8, 2022	/s/	
		Stacey Marz	
		Administrative Director	

Original bulletin was issued December 30, 1987; amended July 1, 2003; January 1, 2008; April 1, 2011; July 24, 2013; October 15, 2014; November 1, 2016 and revised September 8, 2022.

The November 1, 2016, revision includes:

- changes in the Definitions section to reference Minor Offense Rule 5(a)(4) and new Minor Offense Rule 6(a)(2),
- changes in Section B(2)(d) concerning municipal requests for judgments under new Minor Offense Rule 5.1.
- addition of an "Exception" footnote #7 in section B(3)(a)(1) explaining when the 10-day time limit
  for filing citations does <u>not</u> apply (that is, citations issued and served by any method other than
  personal service), and
- corrections of some typographical errors.

The September 8, 2022 revision adds Ketchikan to the "Exceptions" in B (1) to reflect that all citations issued by the Ketchikan Police Department are filed with the Ketchikan court effective October 5, 2022.

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

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## **RECOMMENDATION MOTION:**

Insurance

**ATTACHMENTS:** 

Move to approve First Reading of Ordinance No. 1055 and move to a Second Reading, to be held on April 23, 2024.

#### **SUMMARY STATEMENT:**

Several sections in Chapter 15.12 (Electricity) need to be amended to either remove the fee or rate from the code and add it to the established fee and rate schedule or to remove or amend the language in the section.

Here are the changes that are needed:

15.12.060 Section B - This is currently on the electrical permit application but is not included in the rate and fee schedule. Needs to be removed from the Code and added to the established fee and rate schedule. Also, need to add the language that speaks to the requirements for adopting the resolution that sets the established fee and rate schedule.

15.12.170 Section B - This is on the current rate and fee schedule as a "service change" and is billed at \$270 not \$150. Needs to be removed from the Code. Since the fee is already in the established fee and rate schedule, no amendment to the fee and rate schedule will be necessary. Also, need to add the language that speaks to the requirements for adopting the resolution that sets the established fee and rate schedule.

15.12.172 - Needs to be removed from the Code and added to the established fee and rate schedule. Also, need to add the language that speaks to the requirements for adopting the resolution that sets the established fee and rate schedule.

15.12.223 Section A - Needs to be removed from the Code. Since the fee is already in the established fee and rate schedule, no amendment to the fee and rate schedule will be necessary. Also, need to add the language that speaks to the requirements for adopting the resolution that sets the established fee and rate schedule.

15.12.230 - After talking communicating with the harbormaster, this section needs to be removed.

If the assembly approves the first reading of this ordinance, the fees and rates that need to be added to the established fee and rate schedule will be on the April 23<sup>rd</sup> Public Hearing fee and rate schedule.

# CITY AND BOROUGH OF WRANGELL, ALASKA ORDINANCE NO. 1055

AN ORDINANCE OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING SEVERAL SECTIONS IN CHAPTER 15.12 – ELECTRICITY, IN THE WRANGELL MUNICIPAL CODE

- SEC. 1. <u>Amendment.</u> The following Sections in Chapter 15.12 are amended in the Wrangell Municipal Code:
  - **15.12.060 Service entrance and connection Terms of service;** to remove from the Wrangell Municipal Code and add to the Fee and Rate Schedule.
  - **15.12.170 Service charges**; to remove from the Wrangell Municipal Code and to add the Fee and Rate Schedule language.
  - **15.12.172 Customer service inspection**; to remove from the Wrangell Municipal Code and add to the Fee and Rate Schedule.
  - **15.12.190 Fuel adjustment charge**; to remove from the Wrangell Municipal Code and add to the Fee and Rate Schedule.
  - **15.12.192 Hydroelectrical wholesale power rate adjustment;** to remove from the Wrangell Municipal Code.
  - **15.12.223 Electrical rate incentive**; to remove from the Wrangell Municipal Code and to add the Fee and Rate Schedule language.
  - 15.12.230 Shore service for boats; to remove from the Wrangell Municipal Code.

#### 15.12.060 Service entrance and connection – Terms of service.

B. The electric utility shall supply one meter per service connection. All additional meters will be installed [at a cost of \$10.00 per meter] with the cost listed in the established fee and rate schedule. The electric utility will furnish, and the customer will be charged for any instrument transformers necessary for metering. All meters and instrument transformer cabinets will be sealed by the electric utility, and no such seal shall be tampered with or broken except by a representative of the electric utility. It shall be the responsibility of the customer to take all reasonable and proper precautions to prevent damage to electric utility property on his/her premises. The customer shall not permit any person, except as authorized by the electric utility, to make any connections, repairs and changes to electric utility property on his/her premises and in the event any defect therein is discovered, the customer shall notify the electric utility immediately.

The assembly shall, by resolution, establish fees and rates for Wrangell Municipal Light and Power. A public hearing shall be required on the resolution that establishes such fees and rates.

...

#### 15.12.170 Service charges

•••

B. When a customer requests a change in an existing service installation, the electric utility will disconnect the service so that the customer can make the necessary changes, and reconnect the service after the changes have been made and inspected. A disconnect/reconnect fee [of \$150.00], established in the fee and rate schedule, will be charged.

The assembly shall, by resolution, establish fees and rates for Wrangell Municipal Light and Power. A public hearing shall be required on the resolution that establishes such fees and rates.

...

#### 15.12.172 Customer service inspection

The electric utility will periodically test customer's meters for accuracy and when necessary, in the opinion of the electric utility, will replace a customer's meter. When a customer requests his meter be checked by the electric utility, a fee [of \$30.00], established in the fee and rate schedule, will be charged to the customer if the meter is found to be accurate.

The assembly shall, by resolution, establish fees and rates for Wrangell Municipal Light and Power. A public hearing shall be required on the resolution that establishes such fees and rates.

#### 15.12.190 Fuel adjustment charge

A. In addition to the charges and rates set forth <u>in the established fee and rate schedule</u> **[in this chapter]**, there shall be a fuel surcharge applied to the kilowatt hour sales of electrical energy whenever diesel fuel is used to generate electrical energy during the billing period immediately preceding the current billing period.

The fuel surcharge rate shall be <u>listed in the established fee and rate schedule.</u> [calculated as set forth in subsection (B) of this section.

**B.** 
$$R = (((G \times P)/D) - T) \times D$$

K

For purposes of the above formula:

**R** = Rate to be charged for the fuel surcharge portion of the monthly bill;

**G** = Gallons of diesel used during the preceding billing period;

P = Price per gallon based on latest fuel delivery during the billing period of diesel consumption;

**D** = KWHs produced by diesel generation for the billing period;

T = Cost per KWH that is paid to purchase power from Tyee (Four Dam Pool);

 $K = Total \ KWHs \ sold \ during \ the \ preceding \ billing \ period (including \ KWHs \ sold \ to \ the \ borough).$ 

C. The fuel surcharge rate shall be applied to KWHs sold. For example, if R under the above formula equals 0.053 per KWH, then the fuel surcharge would equal 5.3 cents for each KWH sold to the customer.]

B. The assembly shall, by resolution, establish fees and rates for Wrangell Municipal Light and Power. A public hearing shall be required on the resolution that establishes such fees and rates.

#### 15.12.192 Hydroelectrical wholesale power rate adjustment.

A. Applicability. An adjustment shall be made to each billing for kilowatt hours rendered under the established fee and rate schedules as defined in the established fee and rate schedule. [Schedule A, Schedule B, Schedule C, and shore service for boats] to reflect increases or decreases in the wholesale power rate charged per kilowatt hour for the purchase of energy generated by the Lake Tyee Hydroelectric Project. The adjustment will be effective the first billing period following the date the wholesale power rate is set as provided in the long-term power sales agreement between the borough and the Southeast Alaska Power Authority, et al. The base wholesale power rate used to determine the adjustment is established by the Southeast Alaska Power Authority.

B. Method of Calculation. The adjustment shall be calculated as follows: The actual energy charge per kilowatt hour will be adjusted to the nearest tenth of a cent to reflect changes in the base wholesale power rate.

C. The assembly shall, by resolution, establish fees and rates for Wrangell Municipal Light and Power. A public hearing shall be required on the resolution that establishes such fees and rates.

#### 15.12.223 Electrical rate incentive

•••

A. The incentive rate shall [be no less than \$0.0856 per KWH] be listed on the established fee and rate schedule.

•••

**E.** The assembly shall, by resolution, establish fees and rates for Wrangell Municipal Light and Power. A public hearing shall be required on the resolution that establishes such fees and rates.

. . .

#### 15.12.230 Shore service for boats

- [A. This section applies to any and all vessels, regardless of size, that are not serviced under WMC 15.12.200 or 15.12.210.
- B. This service is available to all locations where shore service facilities are provided by the borough. This is a combination rate for lighting and heating only.
- C. Only single-phase service, 110 volts will be furnished from controlled shore outlets limiting the demand to the billing demand. Shore outlets shall be under the exclusive control of the borough. All boats and vessels shall be charged a flat rate based on a 20-ampere fuse as follows:

20-amp fuse: \$27.16 per month.

- D. Contracts shall be for not less than a monthly charge, payable in advance at the monthly rate.]
- SEC. 2. <u>Severability.</u> 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. 3. <u>Classification.</u> This ordinance is of a permanent nature and shall be codified in the Wrangell Municipal Code.

SEC. 4. <u>Effective Date.</u> 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>DATE:</u>	April 9, 2024
AGENDA ITEM TITLE:	Agenda Section	13

RESOLUTION No. 04-24-1854 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, COMMITTING \$243,750 FROM PORT & HARBOR FUND UNRESTRICTED FUND BALANCE TO THE SHOEMAKER BOAT LAUNCH RAMP REPLACEMENT PROJECT FOR THE PURPOSE OF SERVING AS A 25% MATCH TO THE ALASKA DEPARTMENT OF FISH AND GAME RECREATIONAL BOATING ACCESS PROGRAM FUNDED THROUGH THE DINGELL-JOHNSON ACT

FISCAL NOTE:

SODMITI	<u>ED D1.</u>							
		Expenditure Required:						
Mason Ville	arma, Interim Borough Manager	FY 25:	\$243,750					
Mason vina	arma, mterim borough Manager							
		Amount Budgeted:						
			\$0					
Davriarus	/Americanala /De service and attions	Account Number(s):						
<u>Reviews</u>	/Approvals/Recommendations	74300 000 9999 00 74012						
		Accou	nt Name(s	<b>)</b> :				
Name(s)		Shoemaker Harbor Boat Launch						
Traine (3)			Replacem	ent Project				
Name(s)		Unencumbered Balance(s) (prior to						
	Attorney	expenditure): See Agenda Statement						
	Insurance	Estimated \$3.2M						
Attachmen	ts: 1. Res no. 04-24-1854							

#### **RECOMMENDATION MOTION:**

Move to approve Resolution No. 04-24-1854.

#### **SUMMARY STATEMENT:**

CHRMITTED BV.

For decades, the Dingell-Johnson Act has served as a cornerstone for Alaskan Municipalities, facilitating expanded access to recreational boaters and anglers. The City and Borough of Wrangell has been a grateful recipient of this grant program on multiple occasions in the past, enabling the

realization of crucial projects such as the original Shoemaker Harbor Boat Launch, the Shoemaker Bathrooms, and the Heritage Harbor Boat Launch, all of which were partially funded through the ADF&G program.

However, the Shoemaker Harbor Boat Launch, a vital infrastructure component, has surpassed its intended lifespan and is now in dire need of replacement. With an estimated project cost of \$975,000, meeting this demand requires the Borough's commitment of \$243,750 from the Port and Harbor fund balance to satisfy the 25% non-federal match requirement stipulated by ADF&G. Despite the Borough's commendable effort to allocate necessary funds, it's essential to acknowledge the broader financial context. Prior to this commitment, the Borough has an estimated cash position of \$4.3M in Ports and Harbors. Yet, it's noteworthy that the initiation of the Meyer's Chuck Float Replacement project will lead to an additional \$1.1M decrease in reserves when construction commences, underscoring the importance of strategic financial planning and resource allocation.

Staff recommends leveraging the recreational boater access program for this project and committing to the 25% match without hesitation. Furthermore, the Borough should pursue this grant each year as it is a viable resources that the Borough has had success in achieving funding for critical projects.



#### CITY AND BOROUGH OF WRANGELL SHOEMAKER BAY BOAT LAUNCH RAMP REPLACEMENT ROM ENGINEER'S ESTIMATE

Prepared By: PND Engineers, Inc. on March 26, 2024

	Base Bid										
Item	Item Description	Units	Quantity	Unit Cost	Amount						
1	Mobilization	LS	All Reqd	20%	\$125,000						
2	Demolition and Disposal	LS	All Reqd	\$60,000	\$60,000						
3	Excavation and Disposal	CY	200	\$50	\$10,000						
4	Base Course, Grading A	CY	150	\$125	\$18,750						
5	Armor Rock, Class I	CY	50	\$125	\$6,250						
6	Armor Rock, Class II	CY	75	\$125	\$9,375						
7	Shot Rock Borrow, Class A	CY	125	\$125	\$15,625						
8	Construction Surveying	LS	All Reqd	\$25,000	\$25,000						
9	Cast in Place Concrete Apron and Abutment	LS	All Reqd	\$80,000	\$80,000						
10	Precast Concrete Ramp Planks	LS	All Reqd	\$400,000	\$400,000						
	ESTIMATED CONSTRUCTION BID PRICE				\$750,000						
	CONTINGENCY (10%)				\$75,000						
	PLANNING, PERMITTING, FINAL DESIGN, CA/CI (20%	)			\$150,000						
	TOTAL RECOMMENDED BUDGET			•	\$975,000						

#### CITY AND BOROUGH OF WRANGELL, ALASKA

#### RESOLUTION NO. 04-24-1854

A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, COMMITTING \$243,750 FROM PORT & HARBOR FUND UNRESTRICTED FUND BALANCE TO THE SHOEMAKER BOAT LAUNCH RAMP REPLACEMENT PROJECT FOR THE PURPOSE OF SERVING AS A 25% MATCH TO THE ALASKA DEPARTMENT OF FISH AND GAME RECREATIONAL BOATING ACCESS PROGRAM FUNDED THROUGH THE DINGELL-JOHNSON ACT

WHEREAS, the Dingell Johnson Act has provided funding for Alaskan Municipalities to enhance recreational boater and angler access for decades; and

WHEREAS, the Borough has been the beneficiary of the ADF&G recreational access programs funded by the Dingell Johnson Act for projects such as the original Shoemaker Harbor Boat Launch, the Shoemaker Harbor Bathrooms, and the Heritage Harbor Boat Launch; and

WHEREAS, Borough administration would like to pursue grant funding under this program in FY2025 for the purpose of replacing the Shoemkaer Harbor Boat Launch; and

WHEREAS, the Department of Fish and Game Recreational Boating Access Program, requires a 25% match that equates to \$243,750; and

WHEREAS, in advance of the application for funding the Borough would like to commit \$243,750 from the Port & Harbor Unrestricted Fund balance to serve as match for a successful grant application under the ADF&G recreational boater access program.

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

<u>Section 1</u>: The Borough hereby commits \$243,750 of Port and Harbor unrestricted fund balance for the purpose of serving as a 25% match to the Alaska Department of Fish and Game Recreational Boating Access Program funded through the Dingell-Johnson Act.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA this 9<sup>th</sup> DAY OF APRIL 2024.

CITY & BOROUGH OF WRANGELL, ALASKA

Item	C.

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

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

	DATE:	April 9, 2024
<u>AGENDA ITEM TITLE:</u>	<u>Agenda</u>	13
	<u>Section</u>	13
RESOLUTION No. 04-24-1857 OF THE CITY AND BOROUGH	OF WRANGEI	LL, ALASKA, CREATING

RESOLUTION No. 04-24-1857 OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, CREATING THE SENIOR PROJECT MANAGER JOB DESCRIPTION WITHIN THE CAPITAL FACILITIES DEPARTMENT AND AMENDING THE NON-UNION WAGE AND GRADE TABLE

SUBMITT	ED BY:	FISCAL NOTE:				
		Expenditure Required: \$XXX Total				
Magan Villa	auma Interim Dereugh Managar	Fiscal Year (FY): Amount: \$				
Mason VIII	arma, Interim Borough Manager					
		Amount Budgeted:				
		FY: \$				
D	/A	Account Number(s):				
Reviews	/Approvals/Recommendations	XXXXX XXX XXXX				
	Commission, Board or Committee	Account Name(s):				
Name(s)		Enter Text Here				
Name(s)		Unencumbered Balance(s) (prior to				
	Attorney	expenditure):				

<u>ATTACHMENTS:</u> 1. Resolution No. 04-24-1857 2. Job Description 3. Non-union wage and grade table

\$XXX

#### **RECOMMENDATION MOTION:**

Insurance

Move to approve Resolution No. 04-24-1857.

#### **SUMMARY STATEMENT:**

The Borough has 37 projects and over \$45M in funded capital projects headed into FY 2025. Additionally, the Borough has over \$80M in grant requests outstanding for further funding of existing capital projects on our Master CIP list. Currently, the Capital Projects department has a director and a construction manager. While meaningful progress has been made on projects over

the last fiscal cycle, the Borough believe adding a Senior Project Manager position will provide the following benefits:

- 1) **Redundancy** the position will create some redundancy, allowing for the Capital Projects Director to pass on projects in-play when on vacation or in the event the Director retires.
- 2) Clearing the queue- Having one person seek funding, conducting planning activities, doing construction administration, performing oversight over construction, and ensuring proper compliance of state and federal awards for 37 different projects is not only unreasonable, it is inefficient. The vision is to have the Senior Project Manager have autonomy to manage "mid-size" projects that do not require the day-to-day attention of the Capital Projects Director. Employing a Senior Project Manager will allow the Borough to get more done and conduct operations in a more efficient and effective fashion.
- 3) **Opportunity cost** the Borough is at its limit in seeking further funding and taking on any new projects. Increasing the resources available to the Capital Project Director will allow for greater efficiencies allowing projects to get to the completion stage faster and therefore allowing the Borough to reset the cycle and pursue new funding and projects. The Wrangell Water Treatment Plant was quoted at \$9M back in 2018. Now the Borough is spending \$24M on a new Water Treatment Plant as the Borough lacked the staffing resources to get the project to the construction phase. A single salaried position added to the Capital Project Department will surely save hundreds of thousands if not millions in opportunity cost in the mid to long-run.

The Senior Project Manager job description is attached to this item for review of the specific functions of the Senior Project Manager. The Senior Project Manager position is a mid-level professional position that is best fit at grade 28 of the existing non-union salaried wage and grade table.

#### CITY AND BOROUGH OF WRANGELL, ALASKA

#### RESOLUTION No. <u>04-24-1857</u>

A RESOLUTION OF THE CITY AND BOROUGH OF WRANGELL, ALASKA CREATING THE SENIOR PROJECT MANAGER JOB DESCRIPTION WITHIN THE CAPITAL FACILITIES DEPARTMENT AND AMENDING THE NON-UNION WAGE AND GRADE TABLE

WHEREAS, the City and Borough of Wrangell has 37 projects and over \$45M in funded capital projects heading into FY 2025, with over \$80M in outstanding grant requests for further funding of existing capital projects on the Master CIP list; and

WHEREAS, the Capital Projects department currently consists of a director and a construction manager, and while meaningful progress has been made on projects over the last fiscal cycle, the Borough believes that adding a Senior Project Manager position will provide significant benefits; and

WHEREAS, the addition of a Senior Project Manager will create redundancy, allowing for the Capital Projects Director to delegate projects during absences or in the event of retirement; and

WHEREAS, having one person responsible for seeking funding, conducting planning activities, overseeing construction, and ensuring compliance for 37 different projects is inefficient, and the vision is to have the Senior Project Manager manage "mid-size" projects that do not require daily attention from the Capital Projects Director; and

WHEREAS, increasing resources available to the Capital Projects Director will allow for greater efficiencies, expedite project completion, and enable the Borough to pursue new funding and projects; and

WHEREAS, Borough administration recommends creating the Senior Project Manager position to allow for greater productivity and to execute capital projects in an efficient and effective fashion.

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

- <u>Section 1</u>. The attached Exhibit "A" includes the job description which describes the duties, responsibilities, and qualifications for the permanent position of Senior Project Manager.
- Section 2. The attached Non-Union Wage & Grade table is amended to reflect the permanent full-time position of Senior Project Manager.

Item d.

<u>Section 3.</u> The job description for the Senior Project Manager will become effective immediately upon passage and approval of this resolution.

<u>Section 4.</u> The pay grade for the Senior Project Manager is hereby set at grade 28 of the Permanent, exempt, non-union wage and grade table.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA THIS 9th DAY OF APRIL 2024.

	CITY & BOROUGH OF WRANGELI
	Patricia Gilbert, Borough Mayor
ATTEST:	
Kim Lane, Borough Clerk	

#### City & Borough of Wrangell

#### **Position Description**

Position: Senior Project Manager	Position Number:
Department/Site: Capital Facilities	FLSA: Exempt
Evaluated by: Capital Facilities Director	Salary Grade: 28

#### **Summary**

The Senior Project Manager is responsible for day-to-day project management of capital projects, either personally or through the management of contracted work, and is expected to exercise independent judgment, initiative, and professional skills and knowledge in the management of capital projects, building codes, and work with other Borough departments, assisting in special projects. Works independently or cooperatively with others under the daily direction and supervision of the Capital Facilities Director.

#### **Distinguishing Career Features**

The Senior Project Manager position coordinates the scope, needs, and requirements for departmental projects with customers who may include citizens, outside agencies, other Borough departments, and other stakeholders. The incumbent will ensure that projects are completed to the highest degree of quality with the available resources. May be required to work extended hours, as determined by management or projects needs.

#### **Essential Duties and Responsibilities**

This list is ILLUSTRATIVE ONLY and is not a comprehensive listing of all functions and tasks performed by incumbents of this class.

- Assists in the development of Capital Improvement Program (CIP) and Major Maintenance (MM) capital projects; develops and evaluates CIP/MM scope of work; assures that the development plans meet Borough, State and Federal compliance standards.
- Evaluate CIP capital project requirements, Federal and State mandates, and resource availability; develop resource plans to meet design standards, project schedules, and construction codes.
- Consult with design professionals, attorneys, builders, land owners and other Borough departments and outside agencies to ensure thorough project scope; analyze and recommend alternatives; analyze and review construction project plans for acceptability to achieve compliance.
- Oversee contracted services work performed on capital projects or special projects to assure compliance with contract specifications; perform field inspections of various projects and document progress to project schedule; assure project activities are in compliance with project specifications and Borough policies.
- Gather and analyze field data; develop and/or review cost estimates.
- Assist design professional, contractors, and Borough asset managers regarding CIP capital project and solicitation scope, develop solicitations, contracts, and supporting documentation for review and approval.
- Develop technical reports, drawings, and calculations as required; assemble data and generate status reports; assist with development of project budgets.
- Communicate project goals and objectives and assure effective communications of project status.

Senior Project Manager April 2024

- Review contracts and proposals for accuracy, completeness, and compliance with project design and local policies and practice.
- Monitor CIP/MM capital projects, plans, budgets; reviews special and recurring reports, budgets, payments, changes and contracts.
- Work with the Capital Facilities Director to pursue and manage grants for assigned projects.
- Develop contracts and proposals and ensures accuracy, completeness, and compliance with project design with Federal, State and Local policies and practices; prioritize projects to optimize funds spent on facilities and infrastructure.
- Maintains and updates as-built records of all Borough facilities.
- Performs Building Official duties as outlined in the Wrangell Municipal Code and other local, state and federal building and environmental codes, including plan review, issuing building permits and inspections.
- Perform other related duties as assigned.

#### Qualifications

#### Knowledge

- Borough organization and department operations, policies, and procedures.
- Borough, State and Federal statutes, rules, codes, and regulations relating to construction and maintenance.
- Engineering design principles and practices and proper methods and techniques of infrastructure construction projects.
- Proper methods, materials, and standards for construction of various public works including building systems, streets, storm drain, water and sewer lines, curb, gutter and sidewalk, and similar public improvements.
- Principles of public sector budgets, accounting, and contract management.
- Capital improvement project management and public works construction concepts and methods.
- Public works contract administration procedures, including the process of contract preparation, contractor selection, administration of contract change orders, disputes, claims, equal opportunity and closing of contracts.
- Effective report writing requirements and techniques.
- Principles and practices of effective supervision.
- Accepted construction safety standards and regulations.
- Personal computers, work processing, spreadsheets, project management software applications.

#### **Abilities & Skills**

- Interpreting, understanding, and applying Federal and State rules and regulations, and Borough policies and procedures.
- Estimating capital project costs.
- Prioritizing multiple tasks, projects, and demands.
- Responding to inquiries from management, citizens, and regulatory agencies.
- Read, interpret, and apply terms and requirements of pertinent specifications, laws, rules, and regulations.
- Read, evaluate, and interpret complex construction drawings and technical reports.
- Establish and maintain effective working relations with other Borough employees, citizens, contractors, architects, engineers, and representatives from other local, state, and Federal agencies.

- Communicating professionally in a clear and concise manner, both orally and in writing, and effectively with customers, contractors, design professionals, outside agencies, and other employees of the organization.
- Coordinate, prioritize, and integrate multiple projects in a cohesive and effective manner.
- Ability to perform record keeping functions.
- Developing and evaluating proposals for professional services and competitive bidding cost estimates.
- Managing capital infrastructure projects and supervise field inspections.
- Adapt to situations that are frequently not anticipated or planned for.
- Work independently with minimal direct supervision.

#### **Physical Abilities**

- Requires sufficient ambulatory ability to inspect premises, including the ability to bend, stoop, crawl, climb, and walk in confined areas.
- Sufficient visual acuity to read detailed drawings, recognizing words and numbers and to drive and read and write.
- Sufficient auditory ability to carry on conversations in person and over the phone.

#### **Education and Experience**

- Any combination of education, experience, and training that provides the best qualified candidates. A typical way to obtain the knowledge, skills, and abilities would be:
- Six (6) years' experience in construction project management or construction engineering; OR a Bachelor's Degree in a relevant field plus two (2) years' experience in construction project management or construction engineering; OR an equivalent combination of education and experience.
- Demonstrated experience in a supervisory role.
- Possession of the equivalent of a bachelor's degree from an accredited college or university with course work in construction management, engineering, or other field of study applicable to the responsibilities and requirements of this job/class is desirable.

#### **Licenses and Certificates**

Requires a valid Alaska Driver's License or the ability to obtain one.

#### **Working Conditions**

- Work is performed in an office environment and at construction sites, including both indoor and outdoor sites. May be exposed to slippery surfaces, heavy equipment and machinery and inclement weather when conducting review of construction or project sites.
- Will frequently work near moving machinery and mechanical parts.
- Occasionally exposed to fumes or airborne particles, toxic or caustic chemicals, hazardous and obnoxious working conditions, extreme heat, and risk of electrical shock.
- The noise level in the work environment is usually moderated.

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

Resolution No . 04-24-1857

19.17

19.54

18.81

18

old step		
Grada	Cton	

Grade	Step	_								
*	1	2	3	4	5	6	7	8	9	10
8	15.56	15.88	16.18	16.48	16.79	17.10	17.44	17.78	18.11	18.46
9	16.25	16.55	16.86	17.19	17.53	17.86	18.20	18.54	18.89	19.27
10	16.98	17.32	17.67	18.02	18.38	18.75	19.12	19.51	19.89	20.29
11	17.72	18.07	18.45	18.81	19.18	19.57	19.97	20.36	20.77	21.18
12	18.45	18.80	19.16	19.54	19.91	20.29	20.67	21.09	21.49	21.90

9	16.25	16.55	16.86	17.19	17.53	17.86	18.20	18.54	18.89	19.27	19.64	20.02	20.40
10	16.98	17.32	17.67	18.02	18.38	18.75	19.12	19.51	19.89	20.29	20.69	21.11	21.54
11	17.72	18.07	18.45	18.81	19.18	19.57	19.97	20.36	20.77	21.18	21.61	22.05	22.48
12	18.45	18.80	19.16	19.54	19.91	20.29	20.67	21.09	21.49	21.90	22.33	22.75	23.19
13	19.30	19.66	20.04	20.42	20.81	21.22	21.63	22.05	22.46	22.91	23.36	23.80	24.26
14	20.16	20.55	20.95	21.36	21.77	22.18	22.62	23.06	23.49	23.94	24.41	24.88	25.35
15	21.10	21.53	21.95	22.39	22.84	23.29	23.76	24.24	24.72	25.22	25.72	26.24	26.76
16	22.04	22.45	22.90	23.34	23.78	24.24	24.73	25.20	25.68	26.18	26.69	27.21	27.74
17	23.07	23.50	23.95	24.42	24.90	25.38	25.86	26.38	26.89	27.41	27.95	28.49	29.04
18	24.13	24.61	25.07	25.55	26.04	26.56	27.07	27.59	28.14	28.68	29.25	29.82	30.40
21	27.50	28.05	28.59	29.14	29.71	30.30	30.88	31.48	32.10	32.71	33.34	34.00	34.67
23	29.70	30.29	30.87	31.47	32.09	32.70	33.36	34.00	34.66	35.34	36.03	36.74	37.45
25	32.19	32.81	33.47	34.11	34.77	35.47	36.15	36.87	37.59	38.33	39.08	39.85	40.63
26	22 52	2/117	34 83	25.52	36.21	36.02	37.64	38 38	20 12	30 80	40.67	11 17	12.28

8 Custodian

Dispatch/Corrections Officer 14 15

Administrative Assistant - Police Corrections Sergeant

9 Library Assistant I Public Works Administrative Assistant MARKETING AND COMMUNITY DEVELOPMENT COORDINATOR Firemedic/Trainer Accounting Generalist/Technician

12 DMV Assistant Recreation Coordinator Library Assistant II

Police Officer Recruit Accounting Clerk II

17

Police Officer Probationary

Nolan Center Attendant - Museum Collection Nolan Center Coordinator

23 Police Officer

Accounting Clerk

Utility Accounts Clerk

25 Police Sergeant

Property & Sales Tax Accounting Clerk

26 Police Lieutenant

#### Permanent, Salaried (Exempt) Employee Pay Plan, City and Borough of Wrangell, Monthly Compensation

old step	6	7	8	9	10	11	12	13	14	15			
Grade	Step -	<b>→</b>											
*	1	2	3	4	5	6	7	8	9	10	11	12	13
19	4,379.04	4,463.32	4,551.75	4,638.10	4,726.54	4,817.05	4,912.77	5,006.40	5,102.12	5,203.04	5,303.96	5,406.96	5,511.00
22	4,950.22	5,048.02	5,146.86	5,247.78	5,348.70	5,453.78	5,559.90	5,666.02	5,779.42	5,891.79	6,007.27	6,123.79	6,246.27
24	5,358.06	5,464.18	5,569.26	5,677.46	5,790.87	5,902.19	6,015.59	6,135.24	6,253.84	6,378.69	6,502.50	6,630.47	6,760.52
25	5,579.67	5,687.87	5,801.27	5,913.63	6,027.04	6,147.72	6,266.33	6,391.18	6,516.03	6,643.99	6,773.00	6,907.22	7,042.47
27	6,056.17	6,174.77	6,293.38	6,420.31	6,544.12	6,672.09	6,804.22	6,935.31	7,074.72	7,212.05	7,352.51	7,496.08	7,644.86
28	6,458.64	6,587.16	6,714.66	6,849.30	6,981.90	7,119.60	7,259.34	7,402.14	7,548.00	7,695.90	7,847.88	8,001.90	8,158.98
30	6,873.92	7,011.26	7,146.51	7,289.04	7,429.50	7,576.19	7,726.01	7,876.87	8,031.89	8,191.07	8,351.29	8,515.67	8,683.18
31	7,148.59	7,292.16	7,432.62	7,580.35	7,727.05	7,878.95	8,035.01	8,192.11	8,353.37	8,518.80	8,685.26	8,855.88	9,030.67
32	7,434.70	7,583.48	7,730.17	7,893.51	8,036.05	8,194.19	8,356.49	8,519.84	8,687.34	8,859.01	9,032.75	9,210.66	9,391.69
33	7,732.25	7,886.23	8,039.17	8,199.39	8,357.53	8,521.92	8,690.46	8,860.05	9,034.83	9,213.78	9,393.77	9,578.96	9,767.28
34	8,041.25	8,202.51	8,360.65	8,527.12	8,691.50	8,863.17	9,037.95	9,214.82	9,395.85	9,582.08	9,769.36	9,961.83	10,158.47
35	8,362.74	8,530.24	8,694.62	8,868.37	9,039.00	9,217.94	9,400.01	9,583.12	9,772.48	9,965.99	10,160.55	10,360.30	10,564.22

28

19 Civic Center Manager Library Director

Economic Development Director Senior Project Manager 30 **Electrical Superintendent** 

Director of Public Works & Capital Projects Port & Harbor Director

22

13

Parks & Recreation Director 24 Fire Chief Nolan Center Director Construction and Facility Manager

Police Chief 35

Deputy Borough Manager

#### Temporary/Part-time/Seasonal Employees

#### **Hourly Compensation**

#### Actual Temp Rates, Calendar Year 2023

	1	2	3	4	5	6	7	8	9	10	11	12	13
7	12.00	12.33	12.66	12.99	13.32	13.65	13.98	14.31	14.64	14.97	15.30	15.63	16.00
8	15.00	15.50	16.00	16.50	17.00	17.50	18.00	18.50	19.00	19.50	20.00	20.50	21.00
9	18.00	18.33	18.66	18.99	19.32	19.65	19.98	20.31	20.64	20.97	21.30	21.63	22.00

- 10 Fixed hourly rate of \$20.00 per hour
  - 7 Nolan Center Theater Temporary Worker
  - Aquatics & Recreation Temporary Worker Election Worker Library Technician
  - 9 Election Chair and Co-Chair Person Parks Maintenance Temporary Worker Port & Harbor Maintenance Temporary Worker Maintenance/Custodian Temporary Worker
  - Intern Postion 10

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

			DATE:	April 9, 2024	
	AGENDA ITEM TITLE:			13	
				13	
Approval o Workers (II	f the Collective Bargaining Agreement BEW) 1547	with the In	ternational B	rotherhood of Electrical	
SUBMITT	FD RV	FISCAL NOTE:  Expenditure Required:			
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	Attorney	expenditure): See Agenda Statement			

ATTACHMENTS: 1. Proposed IBEW Collective Bargaining Agreement

#### **RECOMMENDATION MOTION:**

Insurance

Move to approve the Collective Bargaining Agreement with the International Brotherhood of Electrical Workers (IBEW), effective July 1, 2024, as presented.

#### **SUMMARY STATEMENT:**

**Clerks Note:** If the Assembly wishes to go into Executive Session to discuss this agreement before approving it, an Assembly Member may make a motion (after the motion to approve the agreement has been made) to "table the main motion until after the executive Session".

If this does occur, the main motion would then be "tabled" and then after the Executive Session, an assembly member would need to make a motion to "remove Item 13() from the table to consider it". That motion would need to be seconded and voted on before consideration.

#### **SUMMARY STATEMENT:**

The attached proposed Collective Bargaining Agreement is a result from the negotiations with the Union and City Negotiation Team.

Key changes from the current CBA and the proposed CBA that would last from July 1, 2024 – June 30, 2027 are as follows:

- Each position's grade on the Union Wage and Grade scale was evaluated for equity compared to "like" positions or those positions with similar duties and responsibilities.
- The average wage increase across all positions was approximately 10%.
- Annual step increases are no longer annual step increases but will now occur every other year.
- There is a COLA of two (2) percent applied to the Wage and Grade scale each year
- The Health Insurance contribution ratio was increased for employees going from 15% to 20%. The Borough as the employer will now pay 80% of employee health benefits as opposed to 85%.
- Vacation and Sick time will now be converted to Paid Time Off (PTO) with a total cap of 680 hours. Vacation has a current cap of 520 hours and sick time has a cap of 480 hours. This reduces the overall compensated absence liability on the Borough's books.
- 1 accrual day was reduced for each accrual level based on tenure.
- Evaluations for all employees will happen uniformly on June 1st of each year.
- Step increases will occur uniformly on July 1 of each year.

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#### **COLLECTIVE BARGAINING AGREEMENT**

between

CITY & BOROUGH OF WRANGELL

and

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL 1547,
AFL-CIO



JULY 1, 20241 THROUGH JUNE 30, 20274

## CITY & BOROUGH OF WRANGELL COLLECTIVE BARGAINING AGREEMENT

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#### INTRODUCTION

This Agreement is made and entered into by and between the City and Borough of Wrangell, Alaska (hereinafter referred to as "City" or "Employer"), and Local 1547 of the International Brotherhood of Electrical Workers, (hereinafter referred to as "IBEW" or the "Union").

#### **PREAMBLE**

The purpose of this Agreement is to set forth the understanding reached between the parties in order to promote harmonious and cooperative relations between the Employer and employees and to protect the public by assuring orderly and effective operations of government.

## ARTICLE 1 RECOGNITION

- 1.1 The Employer recognizes the Union as the sole and exclusive bargaining agent for and this Agreement shall cover all regular full-time, regular part-time and probationary employees in the job classifications set forth in Appendix A and Appendix B of this Agreement, who are employed by the Employer, excluding administrative and professional employees, confidential employees, managerial employees, limited part-time employees as defined in Article 3, Section 3.5, temporary employees as defined in Article 3, Section 3.7 and department heads.
- 1.2 Subject to past practice and to positions sharing a commonality of interest, this bargaining unit shall include, and this Agreement shall cover all regular full-time, regular part-time and probationary employees in new job classifications created after the effective date of this Agreement.
- 1.3 Any claim that the Employer has wrongfully removed an employee from the bargaining unit through illegitimate reclassification or promotion may be submitted, beginning at Step II of the Grievance Procedure contained herein.
- 1.4 Bargaining unit work may be performed by non-bargaining personnel on an incidental basis under the following circumstances: a) when necessary for training to maintain skills, credentials or licensure or for testing of equipment essential to the operation of the City; b) when assistance by non-bargaining personnel resolves an immediate safety risk to any personnel or member of the public; c) when assistance resolves imminent threat of damage or destruction to City property, improvements or infrastructure; d) in cases of emergency when regular bargaining unit personnel are not available on a regular or overtime basis;

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and e) when bargaining unit members request assistance from non-bargaining personnel.

### ARTICLE 2 MANAGEMENT RIGHTS

- The Union recognizes the right of the Employer to operate and manage the City, including but not limited to the right to establish and require standards of performance; to maintain order and improve efficiency; to determine the management, supervisory or administrative organization of the Employer and the selection of employees to non-bargaining unit supervisory, management or administrative positions; to direct employees; to determine job assignments and work schedules; to determine the materials, technology and equipment to be used; to implement new and different operational methods and procedures; to determine staffing roles and responsibilities, levels and the performance and requirements; to determine the kinds, type, and location of facilities; to introduce new or different services, products, methods, or facilities; to extend, limit, contract out, or curtail the whole or any part of the operation; to select, hire, classify, assign, promote, transfer, discipline, suspend, demote or discharge employees for just cause; to lay off and recall employees; to require overtime work of employees; and to promulgate and enforce rules, regulations, education/training, safety requirements, and personnel policies and procedures; provided that such rights, which are vested solely and exclusively in the Employer, shall not be exercised by ordinance or otherwise so as to violate any of the specific provisions of this Agreement. The parties recognize that the above statement of management rights is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude management prerogatives not mentioned. All matters not covered by the language of this Agreement may be administered by the Employer on a unilateral basis in accordance with such policies and procedures as it, from time to time, shall determine. Any claim that the Employer has exercised such rights and power contrary to the provisions of the Agreement may be submitted to the grievance procedure contained herein. This section shall not conflict with the Union security provisions contained herein.
- 2.2 The Employer shall have the right to subcontract work covered by the Agreement. No regular employee shall be laid off, terminated, or discharged by the Employer as the result of the Employer subcontracting any work.
- 2.3 The parties agree and understand that the purpose and intent of this provision is not in any way to limit or restrict the ability of the Employer to do business with other employers, but, rather, this provision is designed and intended to preserve work for employees whose wages, hours, benefits and safety conditions of employment are prescribed by this Agreement, or in the event subcontract of work covered by this Agreement is undertaken that the performance of such work and practice of subcontracting do not result in the destruction of

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wages, hours, benefits and safety conditions of employment achieved through the collective bargaining process.

### ARTICLE 3 DEFINITIONS

- 3.1 Non-Exempt Employee: All employees covered by this Agreement.
- 3.2 <u>Regular Employee:</u> Employees who have satisfactorily completed their new-hire probationary period. Regular employees are either Regular Full-Time Employees or Regular Part-Time Employees.
- 3.3 <u>Regular Full-Time Employees:</u> Employees who are regularly scheduled to work at least thirty (30) hours per week.
- 3.4 <u>Regular Part-Time Employees:</u> Employees who are regularly scheduled to work less than a full-time work schedule but at least fifteen (15) hours per week. Such employees shall receive benefits on a pro rata basis.
- 3.5 <u>Limited Part-Time Employees:</u> Employees who are regularly scheduled to work less than fifteen (15) hours per week and whose schedule vary depending upon need. These employees are not eligible for benefits other than those that are required by law.
- 3.6 <u>Probationary Employees:</u> All newly hired or re-hired Regular Employees during the first one hundred eighty (180) calendar days preceding their most recent date of hire.
- 3.7 <u>Temporary Employees:</u> Employees who are not regularly scheduled and who work when work is available, or when hired to work a regular schedule during a specific period not to exceed six (6) months when additional work of any nature requires a temporarily augmented force, or who are hired in the event of an emergency or to relieve employees because of illness or to work during vacation periods. No regular employee shall be laid off and replaced by a temporary employee. A classification shall not be filled with a temporary employee for more than nine (9) months within a twelve (12) month period. Any temporary employee who is employed for six (6) consecutive months and then re-employed within thirty (30) days thereafter shall be considered an employee covered by this Agreement upon re-employment unless the Union agrees otherwise. The Employer will inform the Union when it has hired temporary employees to fill positions covered by this Agreement.
- 3.8 <u>Foreman/Supervisor</u>: A Foreman/Supervisor is a bargaining unit member and who supervises other employees as assigned. He/she may work with

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tools, provided it does not interfere with the supervision of safety. Although covered by this Agreement, foremen shall be considered supervisory with full supervisory authority and responsibility as directed by the Employer, and the Employer shall be the sole judge of their qualification, selection, performance, and removal. Said exercise of such judgment shall not be subject to the grievance procedure herein. Instructions will normally and usually be given by an employee's immediate supervisor, most often a Department Director.

- 3.9 <u>Continuous Employment</u>: The time period from the employee's date of hire to the employee's date of termination or retirement from City employment. All paid and unpaid leave is counted as continuous employment.
- 3.10 <u>Termination</u>: When an employee's employment with the City ends either by an action of the Employer or by a voluntary action by the employee.
- 3.11 <u>Retirement</u>: An action by the employee by which ends his/her employment with the City once he/she becomes eligible for Retirement.
- 3.12 <u>Trial Period</u>: The allotted time in which, after a regular employee is promoted or transferred into a different position, either the employee may voluntarily return to his/her previous position, or the Employer may return the employee back to his/her previous position.
- 3.13 <u>Shift Employees:</u> Shift employees as it pertains to this Agreement are those employees whose normal workweek schedule may include a shift outside the hours of 7:00 a.m. to 5:00 p.m.
- 3.14 Extenuating circumstances: A mutually agreed upon event that renders conduct less serious and thereby serves to reduce the damages to be awarded or the punishment to be imposed. Example: Natural disasters, Borough emergency, and death in the family of persons involved.
- 3.15 Immediate Family Member: Individual's spouse or significant other, parent, step parent, grandparent, child, step-child, adopted child, sibling or step-sibling; Or the spouse's or significant other's parent, step-parent, child, step-child, adopted child, sibling or step-sibling; or any other person other than those previously listed who is currently living in the same household with, or is legally dependent upon the employee.
- 3.16 Significant Other: A relationship exists between two people, neither or whom is married, that is intended to remain together indefinitely and where joint responsibility for each other's common welfare, there are financial obligations, and there is a shared primary residence.

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### ARTICLE 4 HIRING, PROMOTION, TERMINATION

- 4.1 Notices of vacancies in positions covered by this Agreement shall be posted both internally and externally concurrently for five (5) working days on all previously designated bulletin boards in advance of permanently filling the position in order to afford presently employed bargaining unit employees the first epportunity to apply. If qualified employees apply within five (5) working days of Notice of Vacancy posting, during the exclusive in-house 5 day filing period, they will be considered by the Employer before other applications are considered from outside the bargaining unit. Being considered is no guarantee of a transfer or a promotion. The Employer shall make their determination of qualified bargaining unit applicants within five (5) working days following the employee application the five (5) day in-house filing period.
- 4.2 In making temporary and permanent appointments and promotions within classifications covered by this Agreement, seniority of bargaining unit employees shall be given full consideration, and where required skills and abilities are equal, seniority shall prevail. Any dispute as a result of an employee being promoted over an employee with more seniority may be subject to the grievance procedure contained herein.
- 4.3 Any regular bargaining unit employee who is promoted or transferred into a different position covered by this Agreement shall be given a reasonable period, not to exceed thirty (30) working days, to become familiar with the job and to demonstrate the ability to fill the position satisfactorily. If during this trial period, the employee demonstrates unsatisfactory ability for the job, the employee shall be returned to the employee's former job without loss of seniority. If within thirty (30) working days, the employee determines that the position is not satisfactory, the employee shall be returned to his/her former position without loss of seniority.
- 4.4 All new employees with the exception of part-time and temporary employees shall be considered employed on a probationary basis and classified as such for the first one hundred eighty (180) days of their employment. During the probationary period, new employees may be discharged without cause at the full discretion of the Employer. Probationary employees will be evaluated after ninety (90) days. If retained after one hundred eighty (180) days in the same position, such employees shall thereafter be considered regular employees, be classified as such, and be entitled to all rights and privileges contained in this Agreement, retroactive to their most recent date of hire as a probationary employee.
- 4.4.1 After an employee has successfully completed their probationary period, they will be entitled to a step increase no less than two years from the

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original hire date. The step increase will occur on the current Union Wage and Grade Table under Appendix B.

- 4.5 No regular employee shall be discharged without just cause. The existence of cause for discharge, if disputed, shall be subject to the grievance procedure contained herein. When appropriate, the Employer will follow the principle of progressive discipline. The statute of limitations for discipline is 30 days after the employer is aware of the infraction unless there are extenuating circumstances.
- 4.6 If it becomes necessary to lay off any regular employee covered by this Agreement, the Employer shall give the affected employee notice in writing two (2) weeks in advance or, in lieu of such notice, two (2) weeks' pay at the employee's regular rate of pay at the time of such layoff. If the layoff is permanent, the employee shall also receive the equivalent cash value of accrued vacation PTO leave eligible for distribution.
- 4.7 All temporary employees who progress without a break in employment to a regular position covered by this Agreement, will be entitled to all rights and privileges contained in this Agreement, with their probationary period, seniority, and leave accruals retroactive as of their initial date of hire as a temporary employee. However, if a temporary employee progresses to a position other than their temporary position the employee shall serve a probationary period of one hundred eighty (180) days in the new position.
- 4.8 Only those bargaining unit employees defined in Article 3 as regular full-time, regular part-time, probationary, and temporary shall be allowed to perform work in those classifications listed in Appendix A of this Agreement.

## ARTICLE 5 WORK SCHEDULE AND OVERTIME

#### 5.1 Normal Workday and Work Week:

The normal work week for employees, except shift employees, shall consist of forty (40) hours, Monday through Friday. The normal workday for all employees, except shift employees, shall consist of eight (8) hours plus an unpaid meal period of at least one-half hour.

5.2 The normal week for shift employees shall consist of forty (40) hours and shall be from 12:00 midnight Saturday to 12:00 midnight the following Saturday. Where mutually agreed to by the Employer and employee concerned, a normal workday or shift may consist of more than eight (8) hours. The normal work time for shift employees shall be when 75% of their time is scheduled between 7:00 a.m. to 5:00 p.m. for day shift; 3:00 p.m. to 1:00 a.m. for swing shift,

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and 11:00 p.m. to 9:00 a.m. for third or graveyard shift, unless mutually agreed otherwise.

- 5.3 Deviations from the normal work week for employees, except shift employees, including a four-day, ten-hour work schedule shall be allowed; provided, however, any deviation from the normal work week shall be mutually agreeable between the Employer, the employee involved and contact the Union for any permanent changes.
- 5.4 All time worked by regular employees in excess of their normal workday or shift and all time worked by all employees covered by this Agreement in excess of forty (40) hours during any one (1) week shall be considered overtime. All overtime work shall be paid at one and one-half times (1½) unless noted otherwise in this Agreement.
- 5.5 Anytime an employee's workday schedule, including days off, is changed with less than one (1) weeks' notice, the employee shall be compensated at the overtime rate for the days which would have been considered the days off. The foregoing shall not apply to scheduled shift changes such as change from day shift to swing shift. The work week schedule for shift employees shall not exceed five (5) days on, with two (2) days off in seven (7) days. Work schedules for shift employees shall be posted by the 25<sup>th</sup> of the month covering the succeeding month. All shift employees shall have at least eight (8) hours of relief between shifts. Any employee not having an eight (8) hour break between shifts shall be paid the overtime rate for those hours falling during the eight (8) hour relief period.
- 5.6 Insofar as practical, overtime shall be divided as equally as possible among regular employees of the same job classification.
- 5.7 Any regular employee working within the defined hours of swing shift will receive an additional one dollar (\$1.00) per hour for all hours worked. Any employee working within the defined hours of graveyard shift will receive an additional two dollars (\$2.00) per hour for all hours worked. This shift differential pay shall be added to the employee's base hourly rate of pay before the computation of any applicable overtime rate.
- 5.8 All work performed by a regular or probationary employee on a holiday will be at the double time rate plus the holiday pay.
- 5.9 In the event an employee is asked to work during his/her PTOvacation, the employee shall receive the double time rate of pay for all hours worked in addition to PTO vacation-pay. The employee may have the option to not receive PTO vacation-pay and have those PTO vacation-hours credited back to accrued PTO vacation-time.

- 5.10 Call Out/Call Back: When a regular or probationary employee is called in to work outside of the normal work schedule, a minimum of two (2) hours pay at the double time rate shall be paid to the employee. For all hours worked during the call out, in excess of the first two (2) hours, the employee shall receive overtime at the rate of double time. The call out time begins when the call is placed to the employee and ends once the employee returns to shop headquarters.
  - A. If an employee who was called out/back to work and has completed his/her assignment and left work, is again called back to work, he/she will not receive another minimum if the time of return is within the previous two (2) hour minimum.
- 5.11 When an employee covered by this Agreement is required to work two (2) or more hours after their normal quitting time without notice prior to employee's regular quitting time of the preceding day, the employee shall be furnished a meal and time necessary to eat, not to exceed one-half (1/2) hour, and at intervals of not more than four (4) hours thereafter while continuing to work. Mealtimes shall be on the Employer's time. Crews called out for emergency work before their normal starting time and required to work through their normal starting time or beyond shall be furnished breakfast at the Employer's expense and allowed not to exceed one-half (1/2) hour to eat.
- 5.12 The City may assign employees to perform work out of the employee's regular classifications.
  - A. All regular employees who are assigned to perform the work of a higher rated classification shall be paid for time worked, at the higher rate classification. Assignment of an employee to a higher rated classification or that provides for a wage increase of at least three percent (3%) without an increase in pay shall be limited to bona fide training situations.
  - B. An employee who is assigned to perform the work of a higher rated classification will receive acting pay for wages only.
  - C. In the absence of a Lead, Foreman, or Department Director, a qualified, regular, or probationary, employee may be designated by the applicable Department Director to perform the duties of the absent position. When so designated, the employee is considered the "acting" absent position. Acting designation may be assigned when the absence is for a full eight (8) hour workday, or longer, and the following conditions are met: 1) the employee is sufficiently trained, certified, licensed, or proficient in performing the required duties; and 2) the employee will be supervising other employees or will be performing tasks or assuming responsibilities outside the current job description of the employee.

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When acting as a Lead, Foreman, or Department director, the employee will be paid a rate equal to the first step of the position or 15% above their current rate, whichever is higher.

- D. An employee who is assigned to work in a lower rated classification shall be paid at his/her regular straight time hourly rate.
- 5.13 Stand-by Time: Employees shall receive \$6.00 per hour while on stand-by. Stand-by time is a period of time in addition to normal work time during which an employee is not working but is required to restrict activities and be available for return to work. An employee is not considered to be on stand-by status unless he/she has previously been, at least twenty-four (24) hours in advance, informed by their supervisor or department head of the assignment. Each stand-by assignment shall be for no less than eight (8) hours.
- A. An employee shall not receive stand-by pay for hours actually worked or for hours reimbursed by a call-back minimum.
  - B. Stand-by duty requires the employee so assigned to:
    - 1. Be available for the Employer to contact at all hours by a communication device(s) designated and provided by the Employer.
    - 2. Respond immediately to calls for his/her service, and
    - 3. Refrain from activities which might impair his/her ability to perform his/her assigned duties should he/she be called out.

### ARTICLE 6 COMPENSATION

6.1 Each year, upon the employees' anniversary of date of hire under the current position, all employees covered by this Agreement shall receive a one (1) step increase subject to a satisfactory performance evaluation, until the final step on the new Wage and Grade Table, Appendix B. Upon ratification of this Agreement, each employee shall receive a one-step increase on the current wage and grade table as adopted in August 2023. Beginning July 1, 2024, Appendix B-1, will take effect with no step increase. On July 1, 2026 (FY2027), an employee

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receiving a satisfactory performance evaluation shall receive a one step increase until the employee reaches the final step on the current wage and grade table in Appendix B. Furthermore, step increases shall only occur in odd fiscal years for the life of this agreement and thereafter, building as a Section of FX1015. the life of this agreement and thereafter. Where exception of FY2025

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6.1.1 Performance evaluations shall be completed on or before the employees' anniversary date.by June 1 of each year. Any dispute over an employee's performance evaluation shall be subject to the grievance procedure as outlined in this Agreement.

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- 6.1.2 An employee who has taken a voluntary transfer into a lower graded classification and after sixty (60) days, but before one hundred twenty (120) days, bids back into his/her former position, shall regain his/her former wage of the higher classification plus any performance evaluation increases which may have occurred as outlined in Section 6.1. The employee will not, however, receive the promotional increase for this transfer as stipulated in Section 6.2.
- 6.1.3 Effective On July 1, 2025, the wage and grade table as represented in Appendix B-2 will take effect for FY2026, all steps on the existing wage and grade table will increase by two percent (2.0%). The upgraded wage and grade table is located in Appendix B.

6.1.4 On July 1, 2026, the wage and grade table as represented in Appendix B-3 will take effect for FY2027. Effective July 1, 2022, all steps on the new wage and grade table In Appendix B will be increased by two percent (2.0%).

When an employee is permanently promoted or transferred to a

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- higher grade, the employee will be placed in the first step of the new grade that provides a wage increase of at least three percent (3%).
- If a permanent transfer to a lower grade level occurs, the employee will move to the step that approximates the employee's current wage or to the final step if the entire grade is less than the current wage of the employee.

#### **ARTICLE 7 HOLIDAYS**

The following guaranteed paid holidays shall be recognized under this Agreement for all Regular and Probationary employees:

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Seward's Day New Year's Day Martin Luther King Day

Presidents' Day Memorial Day Independence Day

Labor Day Veterans' Day

Thanksgiving

Christmas Floater

Last Monday in March

January 1st

Third Monday in January Third Monday in February Last Monday in May

July 4th

First Monday in September

November 11th Fourth Thursday and

Fourth Friday in November

December 25th

1 per calendar year (Section 7.8)

Holiday pay will be calculated at eight (8) hours times the employee's straight-time hourly rate.

- When any of the above holidays fall on a Sunday, the following Monday shall be observed as the holiday, or when it falls on a Saturday, the preceding Friday shall be observed as the holiday.
- If a holiday falls during an employee's regularly scheduled work week, the employee shall receive time off without loss of pay.
- Worked performed on holidays will be paid for at the appropriate overtime rate in addition to the holiday pay.
- When a holiday falls on a regular workday, during an employee's PTOvacation or sick time, holiday pay will be provided instead of the leave benefit. Holiday pay shall not be counted against accrued PTO vacation time or sick leave.
- Vacation, sick leavePTO and holidays will be counted as hours worked for the purpose of calculating overtime.
- In addition to the holidays granted above, all regular employees shall receive one (1) floating holiday per calendar year, after one (1) year of continuous employment. Requests for floaters must be made as far in advance as possible. Requests will be reviewed based on a number of factors, including business needs and staffing requirements.

**ARTICLE 8 VACATIONSPAID TIME OFF (PTO)** 

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- 8.1 After completing the one hundred eighty (180) day probationary period, all regular employees shall be eligible to receive paid vacation—PTO benefits accrued according to the following schedule:
  - a. Upon eligibility, the employee is entitled to ten-twenty-one (21) vacation-PTO days for the first year, accrued monthly bi-weekly at the rate of 6.46 hours.
  - b. After one (1) year of continuous service, the employee is entitled to twenty-six (26) vacation PTO days each year, accrued monthly bi-weekly at the rate of 40.008.00 hours.
  - c. After four (4) years of continuous service, the employee is entitled to thirty-one (31) vacation PTO days each year, accrued monthly-bi-weekly at the rate of 13.339.54 hours.
  - d. After nine (9) years of continuous service, the employee is entitled to thirty-six (36) vacation PTO days each year, accrued monthly-bi-weekly at the rate of 46.6711.08 hours.
  - e. After fourteen (14) years of continuous service, the employee is entitled to <u>forty-one (410) vacation PTO</u> days each year, accrued <u>monthly</u> bi-weekly at the rate of <u>20.0012.62</u> hours.
- 8.2 Regular Part-Time employees working less than forty (40) hours per week will have vacation PTO hours earned each month pro-rated based on weekly hours worked divided by 40.
- 8.3 Partial months earned during termination are not pro-rated. If an employee worked fifty percent (50%) or more of the workdays in the month in which his/her employment was terminated, then the employee will be credited for the entire month. If the employee worked less than fifty percent (50%) of the workdays in the month, in which his/her employment was terminated, no vacation time will be credited for that month.
- 8.48.3 During the probationary period, vacation PTO time-shall accrue but may not be taken prior to six (6) months of continuous satisfactory service, but after six (6) months of employment, vacation PTO time-shall then be retroactive and include the first month of the employees' date of hire.
- 8.58.4 Vacation PTO pay shall be at the employees' current rate of pay at the time of vacation leave. Paid vacation time may be used in increments of one-half (1/2) hour.

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8.68.5 The length of eligible continuous service is calculated on the basis of a "benefit year". This is the twelve (12) month period that begins on the employees' date of hire.	
8.78.6 All regular employees shall be paid upon termination or retirement of employment up to a maximum of 320-520 hours of vacation PTO time earned but not used at their current base rate of pay as presented in Appendix B.	
8.8 Upon retirement all regular employees shall be paid 100% for all vacation time earned but not used	
8-98.7 An employee may not accumulate more than six hundred eightyfive hundred twenty (680520) hours of vacation PTO time at the end of any pay period. Written notification will be given to the employee at such time the employee's cap is reached.	Formatted: Highlight
8.10 Employees accruing vacation time at the rate of one (1) or more days per month, must take at least five (5) days of paid vacation days annually. Employees accruing vacation time at the rate of two (2) or more days per month must take at least ten (10) paid vacation days off annually.	
8.118.8 If an employee is denied vacation PTOtime, which ultimately places him/her over the maximum accumulated hours, the employee shall be allowed to sell back as many hours as necessary to keep him/her under the maximum hour levels. For the purpose of this section, all vacation PTO time must be requested 60 days in advance. In the event more than one employee requests the same vacation PTO at any given time period, and it is determined by the Employer that too many employees would be gone in a given department, the employee (s) with the most department seniority shall be given preference.	
8.9 Employees may at any time throughout the current fiscal year, elect to cash-out PTO hours in excess of 80 hours at their current base rate of pay. Employees are required to fill out a PTO cash-out election form at least 5 business days before the end of the pay period check date. All PTO cash-out requests shall require Borough Manager approval.	
8.910 The borough reserves the right to require PTO requested due to sickness in excess of three consecutive days, to be supported by a doctor's certificate.	Formatted: Highlight
8.10 Effective July 1, 2024, all employees covered by this agreement will	Formatted: Highlight
have sick and vacation leave converted to PTO according to the following:  (A) All employee accrued vacation leave will be converted to PTO  on a one (1) hour per (1) hour basis.  (B) All employee accrued sick leave will be converted to PTO or	Formatted: Indent: Left: 0.5"
cashed-out on July 1, 2024, according to the following:	Formatted: Highlight
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(1) Sick leave shall be combined with vacation leave to			
establish PTO on a one (1) hour to (1) hour basis up to the 680 hour		Formatted: Highlight	
maximum as provided in section 8.7 of this Agreement.		Pormatted: Highlight	Borre A
(2) After combining vacation and sick leave to establish			
PTO, any remaining sick leave in excess of the 680 hour maximum (PTO)	1200	Formatted: Highlight	
shall be paid out at ten percent (10%) of the employee's current base rate			
of pay.			
<ul><li>(3) If any errors occur as part of the transition into PTO,</li></ul>			
employee'semployees shall have 30-days to notify the Borough Manager to			
remedy the discrepancy.			
8.11 Effective July 1, 2024, all employees may elect to cash-out up to 80		Formatted: Highlight	
PTO hours per fiscal year under the term of this agreement such that the employee		Formatted: Highlight	
has at least 80 PTO hours accrued after the cash-out has occurred. Cash-outs will			
occur at the employee's current hourly base rate as determined in Appendix B.		Formatted: Highlight	
Cash-out requests are only permitted once per fiscal quarter, the Monday prior to		Formatted: Highlight	
the last biweekly pay period check date of the fiscal quarters ending September		Formatted: Highlight	
30th, December 31st, March 31st and June 30th. The Maximum PTO cash-out shall		Formatted: Superscript, Highlight	
not exceed 80 hours per fiscal year.		Formatted: Highlight	
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ARTICLE 9		Formatted: Highlight	
SICK-LEAVE			
9.1 Upon completion of the probationary period, all regular employees			
shall accrue paid sick leave benefits at the rate of one (1) day (eight (8) hours) for			
each month of continuous employment up to a maximum of sixty (60) days (480			
hours) and shall be paid at the employees' current rate of pay.			
9.2 Paid sick leave benefits shall accumulate from the date of hire.			
9.3—			
a. Accumulation of sick-leave above four hundred eighty (480)			
hours shall be converted from sick leave to vacation leave on July 1st of each year.			
At such time the employee may elect to cash-out half of their excess accumulated			
hours. This conversion shall not exceed 200 hours per year.			
b. Employees officially retiring, or employees who have been			
employed with the Borough in a position for 15 or more years intending to			
voluntarily leave employment, are eligible for cash-out of accrued sick leave up to			
Total Constitution of the control of			

280 hours as follows:

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i. A hard-copy letter with an original signature declaring the employee's last day of employment is submitted to the Borough.	
ii. For each one-month (30 calendar days) increment advance notice in writing is provided, the employee will receive one week (40 hours) of sick leave cash-out at the time of separation.	
— iii. Total cash-out of accrued sick leave (9.3 b) and total advanced notice cash-out (9.3 b ii) shall not exceed an accumulated combined 280 hours.	
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9.4 The Employer reserves the right to require sickness to be supported by a doctor's certificate in the case of habitual absenteeism and after 5 consecutive days of being absent.	
9.5 Paid sick leave benefits shall be paid at the employee's current rate of pay for an illness or injury which has actually incapacitated the employee and prevented the employee from performing normal duties, or for absence due to illness in the employee's immediate family requiring the employee's personal attendance. Doctor, dental, or vision appointments shall be included as cause for sick leave.	
9.68.124 In case of injury or ailment, which is covered by the Alaska Workers' Compensation Act, the employee will continue to accrue all benefits allowed under this Agreement, including but not limited to sick leave, vacation PTO, and health & welfare insurance.	
9.7 At the expiration of any period of sick leave, an additional period of up to ninety (90) days without pay shall be granted at the written request of the employee and the need for such sick leave must be proven by a doctor's certificate. Seniority rights shall be held by the employee until the expiration of any such period of leave without pay.	
9.88.132 When an employee is temporarily, partially disabled and as a result is unable to perform regular duties, the Employer will make a reasonable effort to assign light duty when available.	
9.98.143 An employee shall notify his/her supervisor immediately, or as soon as safely possible, in case of an accident or injury sustained on the job.	TEMPER POLICE PROMOTES
9.108.154 In the event an Employee covered by this Agreement requires leave, for a legitimate hardship (medical, family, or similar need), greater than his/her accrued leave, the Department Director for that employee may request leave donation through the Borough Manager for that Employee. The type and	
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number of hours of leave shall be estimated, and a call to employees for donations will be solicited by the HR Representative fellow employees shall be allowed to transfer PTO hours to the employee. When sufficient leave has been donated, the call for donated hours will end. Additional leave donation requests may be submitted for consideration. The value of the donated leave will be converted and paid at the current hourly rate of the Employee receiving the leave.

#### ARTICLE 409 SENIORITY

409.1 Seniority as used herein shall mean the length of continuous employment with the Employer within job classifications covered by this Agreement. Employees shall not accumulate seniority during the period of probationary employment. After employees have completed the probationary period and have been transferred to regular status, seniority shall be dated from the date of hire.

409.2 The seniority of an employee shall terminate if that employee:

109.2.1 Is laid off for a period of more than twelve (12) consecutive months.

109.2.2 Resigns from employment with the Employer.

109.2.3 Is discharged with just cause.

109.2.4 Is temporarily laid off and fails to return to work within ten (10) working days after written notice requesting the individual to return to work is delivered by registered mail to the individual's last known address or to the individual personally, and fails to notify the Employer of an intention to return to work within forty-eight (48) hours after having received such notification.

409.3 Any layoffs shall be made in the inverse order of the seniority of the employees by job classification within each department, provided ability and qualifications are equal. If thereafter, a vacancy in the same classification occurs, seniority, ability, and qualifications of those on layoff status shall be considered when filling the vacancy. Temporary positions in a department in which one or more employees have been laid off during the preceding twelve (12) month period

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shall be offered first to the laid off employees who are qualified to perform the temporary work.

409.4 Excepting the position of foreman, in the filling of new jobs, vacancies and in making temporary and permanent promotions, seniority, as defined in this Agreement, shall be given full consideration; and where ability and qualifications mean requirements that are pertinent to the job classification.

409.5 In the selection of shifts and <u>PTO leave requests vacations</u>, seniority shall prevail, insofar as practical, in the best interests of service.

#### ARTICLE 11 LEAVES OF ABSENCE

4410.1 All leaves of absence without pay are to be requested from the Employer in writing as far in advance as possible, stating the reason for the leave and the amount of time requested. A written reply granting or denying the request shall be given by the Employer within thirty (30) days, except in the case of an emergency.

4110.2 Leaves of absence without pay may be granted for periods of up to one hundred eighty (180) calendar days without loss of accrued benefits and seniority, provided that the regular employee must use accrued <a href="PTO\_vacation/sick">PTO\_vacation/sick</a> leave before being placed on leave without pay (LWOP) status. In special cases, leaves of absence may be granted to probationary employees, and may be extended by mutual written agreement. If LWOP status is extended beyond 180 days for an employee, the limitations related to Temporary employees outlined in Section 3.7 shall be waived if an employee is hired on a temporary basis to backfill for an employee on LWOP.

4410.3 Leave required in order for a regular or probationary employee to maintain status in the National Guard or a military reserve of the United States shall be granted without loss of pay and without loss of benefits accrued to the date of such leave commences. Regular and probationary full-time employees on such leave shall be compensated by the Employer for the difference between their military pay and their regular pay up to a maximum of two (2) weeks. A copy of the order issued by the appropriate authority for military training shall accompany requests for special military leave. Upon return to duty the regular or probationary employee shall furnish the Employer evidence of the amount of National Guard or Reserve pay received during the period of special military leave before he/she will be reimbursed any additional monies by the Employer.

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- 4410.4 An employee who is selected or properly appointed to a position of responsibility in the Union may be granted a leave of absence without pay or fringe benefit or seniority accrual for a period not to exceed three (3) years without loss of established seniority. Such leave of absence shall be requested by the Union and will be considered based on the operational needs of the City. Upon expiration of the leave of absence, the employee shall be reinstated to the first available opening in the employee's former classification.
- 4410.5 Employees attending conferences, seminars, or workshops, on behalf of the Union, will be allowed to take leave without pay, upon approval of the leave request. Such leave shall not be unreasonably denied. Employees taking leave without pay for Union business are not required to use accrued leave prior to being placed on leave without pay status.
- 1110.6 The Employer shall provide leave to eligible employees in accordance with the requirements of the state and federal Family and Medical Leave Acts (FMLA).
- 4410.7 Employees may retain up to five (5) days of paid leave prior to being placed on Family Medical Leave without pay. The choice to retain leave must be included in the initial request.
- 4410.8 Employees on approved FMLA shall have their health insurance benefits continued as if they are working.

# ARTICLE 4211 JURY DUTY/WITNESS DUTY

- 4211.1 Employees who are called to serve on jury duty, or who are subpoenaed to testify in court on a matter related to their employment or volunteer activities on behalf of the City, shall be compensated by the Employer for the difference between their jury duty or witness pay and their normal straight-time pay. The Employee will suffer no loss of accrued benefits for such time. If the employee is temporarily or permanently excused from jury or witness duty, the employee shall promptly return to work.
- 4211.2 Employees will be granted PTO vacation—leave for court appearances on their own behalf or as a witness at the request of a party other than the Employer. Timely notification to the Employer will be given when possible.

#### ARTICLE 4312 FUNERAL LEAVE

4312.1 The employee, at his/her request, shall be granted reasonable time off as funeral leave of absence. Such time off may be charged at the employee's option, to his/her <a href="PTO\_vacation\_account\_or\_sick\_leave\_account">PTO\_vacation\_account\_or\_sick\_leave\_account</a>. Should the

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employee's <u>PTO</u> vacation and sick leave—accounts both be insufficient, the employee shall be permitted a reasonable amount of time as funeral leave without pay. In the event of death of an employee's <u>immediate family member</u>, to include: parents, children, siblings, grandparents, spouse, spouse's parents, and other persons mutually agreed upon, father in-law, or mother in-law the first five (5) days of such leave shall be paid by the Employer without impacting the employee's <u>PTO sick leave account or vacation account</u>.

#### ARTICLE 4413 TRAINING

- training programs, including government-funded programs, which will provide initial and advanced training for the employees. Within budget limitations, the Employer may provide an educational assistance plan for regular full-time employees to improve skills, knowledge and abilities relating to their present positions or to positions to which they might logically progress.
- 4413.2 In order to receive reimbursement for training, employees must request and receive prior approval from the Employer and must satisfactorily complete the course with a grade C or better. Upon completion of the approved course, the employee may submit a request for reimbursement, together with receipt of tuition and books, to the department head who will process the request for payment. All usable books and other materials received as a part of Employer-funded courses shall be the property of the Employer and shall be available in applicable departments for use by employees. Such education must be identified in the employee's performance evaluation and must be coordinated through the HR Representative.
- 4413.3 When assigned to a school or training facility by the City, employees will not suffer a loss in wages. If schooling is taken out of town or it is necessary to travel out of town at the City's insistence, room will be reimbursed, if necessary, upon presentation of proper receipts, and all major transportation shall be taken care of in advance by the City. When travel is authorized by the Employer for training on an employee's regularly scheduled day off, the employee shall receive compensation at the employee's straight time hourly rate for actual travel time not to exceed eight (8) hours of compensation per travel day. In addition, a

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\$50-60 per diem for meals and incidental expenses shall be paid to the employee while out of town on training.

4413.4 When assigned to a school or training facility by the City, employees will agree to remain in City service one month for every day (including Saturdays and Sundays) that he or she is attending the school and for which the City is paying his or her salary, travel and lodging costs, and per diem. There shall be a two-year maximum to the length of time that the employee must remain in service. Should the employee leave the service of the City prior to the completion of computed service time, he or she shall reimburse the City for costs incurred in proportion to length of time remaining to be served. If the employee is involuntarily separated from the service of the City before completion of computed service time, the remaining time to be served will be cancelled.

1413.5 (Amended by Resolution No. 05-23-1781 – Attached to agreement at end)
The Borough shall be a signatory participant in the Alaska Joint Electrical
Apprenticeship Training and Trust (AJEATT). Such participation shall cover
apprenticeship positions in the Borough's Electric Department.

The cost to the Employer shall be as follows:

- (a) So long as the Employer has at least one apprentice participating in the program, the cost shall be five thousand dollars (\$5,000.00) per calendar year.
- 4413.6 It is mutually agreed that initial recruitment for applicants shall be solely within the Wrangell community. In the event a qualified applicant is not found within the community the recruitment will expand to the southeast Alaska region.
- 4413.7 The apprentice to journeyman ratio shall not exceed one (1) apprentice for every two (2) journeymen. The Foreman will be counted as a journeyman for this calculation.
- 4413.8 While undergoing required training in Anchorage or Fairbanks, apprentices will be required to apply for any grants the school has available. If funding for travel is received through a grant, the Borough will cover actual travel expenses over and above the amount received by grant funds. The apprentice will receive per diem pursuant to the Borough's current amount for each full day away from Wrangell (not including travel days), for all employees covered by this agreement.
- For the apprentice to continue his or her pay and benefit status with the Borough while undergoing required training, he or she will be required to sign

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an agreement between the Borough, IBEW and the apprentice with the following stipulations:

- (a) Funds paid to the apprentice for wages, benefits, travel, lodging and per diem will be tracked while undergoing required training in Anchorage or Fairbanks.
- (b) Upon receiving a journeyman status, the employee must agree to work for the Borough as a journeyman for the following four (4) years.
- (c) If upon receiving a journeyman status the employee elects to leave employment with the Borough he or she will be required to reimburse the Borough for wages, benefits, travel and per diem paid under 14.9(a). One quarter (¼) of the cost will be written off upon the completion of each of the first four (4) years employed as a journeyman.
- 4413.10 The apprenticeship wage scale shall be listed in Appendix "A Apprentice Wage Schedule" of this Agreement.

# ARTICLE 4514 MEDICAL BENEFITS

4514.1 The Borough will make available to all employees a health insurance plan, subject to plan eligibility requirements.

4514.1.1 Beginning July 1, 2017 July 1, 2024, the City and Borough of Wrangell shall pay 8580% of the cost of the insurance premiums for the Employee and any enrolled spouse or dependents for all bargaining unit employees, hired after January 1, 2011, and those employees will pay the remaining 4520% of the cost of coverage for the employee and enrolled spouse and/or dependents in the form of a payroll deduction at the end of the pay period and month of coverage.

15.1.2 Beginning July 1, 2017, the City and Borough of Wrangell shall pay 90% of the cost of the insurance premiums for the Employee and any enrolled spouse or dependents for all bargaining unit employees hired before January 1, 2011, and those employees will pay the remaining 10% of the cost of coverage for the employee and enrolled spouse and/or dependents in the form of a payroll deduction at the end of the pay period and month of coverage.

Section 15.1.2 shall sunset on June 30, 2022. Employees hired prior to January 1, 2011, and the 90/10 split shall receive a one-time, two percent (2%) of their regular FY 2021 salary (July 1, 2020, to June 30, 2021), bonus

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at contract signing. Effective July 1, 2022, all employees will fall under 15.1.1.

4514.2 Either party may propose to the other, during the term of this Agreement, an alternate health insurance plan if the proposed plan offers equal or better coverage at an equal or reduced premium. In the event that one party gives written notice to the other that such a plan is available, the parties will meet to review the plan proposed.

4514.3 Employees and the Union will receive notification of any proposed changes in insurance coverage prior to implementing any changes.

4514.4 Repealed.

4514.5 The Employer agrees to continue a deductible reimbursement program equal to the City and Borough of Wrangell's Health Reimbursement Arrangement.

# ARTICLE 4615 RETIREMENT BENEFITS

4615.1 All regular permanent employees shall be eligible to participate in the Alaska Public Employees Retirement System (PERS) and the Supplemental Benefits System (SBS) as provided by the State of Alaska.

#### ARTICLE 4716 LABOR/MANAGEMENT COMMITTEE

4716.1 A Labor/Management Committee, consisting of no more than three (3) regular representatives from City Management, and no more than three (3) representatives from the employee group will meet upon written notification of desire to convene by either party. The primary activities of this committee will include: contract interpretation, pre-grievance discussions of operating problems, method improvement and public relations.

1716.2 The Committee will not have the authority to alter the meaning or cost application of the Collective Bargaining Agreement, nor will it act as a grievance committee once a grievance has been filed. The chair shall rotate between the City and the Union, alternately, at each meeting.

### ARTICLE 4817 EMPLOYMENT PRACTICES

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- 4817.1 Employees shall have access to the confidential personnel and payroll files that relate to them. Access to these files by other than the Borough Manager or his/her designee, the employee's immediate supervisor and department head shall not be allowed without prior approval of the Borough Manager, except that the Finance Director may have access to payroll and benefits records. Employees shall be advised as to any other persons who may be granted access to these files.
- 4817.2 An employee may exchange a scheduled day off for another day if the employee's supervisor and any other affected employee agree.
- 4817.3 In case of occupational injury, or prolonged illness, the employee's position or a comparable position shall be held for up to twelve (12) months or until it has been medically determined that the employee will be unable to return to that job, whichever occurs first, and the employee shall not lose accrued seniority during this period. The limitations related to Temporary employees outlined in Section 3.7 shall be waived if an employee is hired on a temporary basis to backfill a position being held under this section provided, the Employer notifies the Union in writing, a) at the time of hiring; b) at the time of transition in the case of an existing Temporary Employee, that the Temporary Employee is being used to backfill a specified position in accordance with this section; or c) at the time the Borough is notified that the Permanent Employee's absence will extend beyond six (6) months, requiring extension of the term of the Temporary Employee being used to backfill a specified position in accordance with this section beyond six (6) months.

1817.4 Reserved for future use.

The Employer shall furnish a room with lockers for clothes, tools, etc., and facilities for draping clothing and equipment. The Employer shall also furnish the cost of required overalls, rain gear, boots, or other protective clothing for all full-time employees not to exceed seven hundred fiftyfive hundred dollars (\$750500.00) per fiscal year per employee. Reimbursement will be made based on evidence of purchase. This allowance may also be used for personal clothing that has been destroyed or deemed unusable in the performance of the employee's job. Employees are required to check their balance before purchase. Use of reimbursed clothing and gear outside of Borough operations is prohibited.

4817.6 Employees shall travel between facilities and job sites on the Employer's time and in City vehicles and shall report at shop headquarters in which they are regularly employed. Employees will not use personal vehicles in the course of their work unless specifically authorized in writing, in which case the maximum Internal Revenue Service (IRS) allowable reimbursement rate per mile will be paid. Employees approved to use personal vehicles must be licensed, registered, and insured in accordance with Alaska state law.

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- 4817.7 Employees who report for work on a scheduled workday and who, because of inclement weather or comparable reasons, are unable to discharge their usual duties, will be paid for such day at the applicable rate; provided, however, that such employee may be assigned to other work or participate in training and instruction pertinent to their employment, including first aid and safety. Reassignment of other work or training shall be at the sole discretion of the Employer.
- 4817.8 All work shall be executed in a safe and proper manner. The Employer and employees shall be responsible for carrying out safety practices. Any employee injured on the job, however slightly, must report the fact immediately to his/her supervisor or other responsible department official. All departments and facilities shall be outfitted with first aid kits which shall be kept properly supplied, and in clean and good condition.
- 4817.9 Employees may engage in occupations or outside activities as long as they do not interfere with their job duties or create a conflict of interest.
- 4817.10 Changes on timecards that involve an employee's rate of pay or hours worked shall be brought to the attention of the employee involved as soon as practical and the authorized Union representative. Copies of an employee's timecards shall be made available for inspection if requested by the employee or an authorized Union representative.
- 4817.11 Payroll will be issued every two weeks beginning March 1, 2022. Employees will normally be paid on Friday on a biweekly basis. If the regular pay day occurs on a holiday, employees will be paid on the last working day prior to the regular payday. Each paycheck shall be accompanied by a statement showing the number of hours worked at straight-time, the number of hours worked at overtime, and all deductions. Annual statements shall be furnished to each employee showing gross earnings, total deductions made, and total <a href="PTO vacation and sick leave-time">PTO vacation and sick leave-time</a> accumulated. No unauthorized deductions or accrued earnings shall be withheld from an employee's earnings. Electronic deposits will be made upon written request by the employee.
- 4817.12 If important changes are made in any job, either from an equipment operation or responsibility standpoint, then such job shall be reviewed for reclassification by mutual agreement between the City and the Union. If new job classifications are created in divisions covered by this Agreement that would not otherwise be excluded from the bargaining unit pursuant to the recognition clause contained herein, the Employer and Union will bargain in good faith about the wages, hours and working conditions to apply to the new classification. Such negotiations shall occur prior to the hiring of the position.
- 4817.13 An employee whose work requires driving motor vehicles must possess a valid driver's license issued by the State of Alaska, with an

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acceptable driving record. The Employer shall reimburse employees for the cost of job required renewal of commercial driving endorsements, including any required physical examinations. Any employee who does not hold a valid driver's license will not be allowed to operate a City vehicle until such time as a valid license is obtained. Employees must immediately report any suspension, revocation, or restriction of driving privileges to their supervisor. Failure to report a suspension, revocation, or restriction of driving privileges may result in disciplinary action against the employee.

#### ARTICLE 4918 SAFETY

4918.1 The City shall furnish such safety devices and first aid kits as may be needed for the safety and proper emergency medical treatment of the employees. All necessary rubber equipment and noise protection gear for the protection of employees working on or in close proximity of live and/or loud equipment is to be furnished by the City and shall be used by the employees at all appropriate times. The City will furnish such safety straps as may be necessary.

4918.1.1 The Employer will-shall furnish provide an allowance of up to three hundred fifty dollars (\$350.00) for replacement of personal safety equipment such as body belts, and up to two hundred fifty dollars (\$250.00) for and replacement of climbers used in the performance of their job., and any other safety equipment used in the performance of the employees job. and/or replacement parts for climbers for all Journeyman Lineman and indentured apprentices working under this Collective Bargaining Agreement. The employee shall take proper care of their Personal Protective Equipment (PPE) that has been furnished by the employer. If the employee and employer mutually determine that said equipment has been destroyed, damaged, or is faulty, such equipment will be replaced or repaired.

19.1.2 The employee will take full responsibility for the safe upkeep of this Personal Protective Equipment (PPE) and thereby take full ownership of it. The reimbursement will not apply to belts and climbers that have been intentionally damaged. Upon a request for replacement by the employee, the Employer along with a Union designated safety committee person, shall make a determination of the present condition of the equipment, it's adequacy of protection and fit; then either approve or disapprove the replacement. Any dispute over this determination may be subject to the grievance procedure contained in the Agreement.

4918.2 Both Employer and employees are required to comply with the Alaska Occupational Safety and Health Act (OSHA), as set forth in AS 18.60.010

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- AS 18.60.105. Pursuant to AS 18.60.075(a) and AS 18.60.075(b), as may be amended from time to time, it shall be the responsibility of both the Employer and employees to undertake all work in a safe and proper manner. Subject to AS 18.60.077 and AS 18.60.081, The National Electric Safety Code and OSHA regulations adopted by the State of Alaska for electrical work and related activities shall serve as the standard.
- 4918.3 All repair, installation, and maintenance work on energized high voltage equipment and on high voltage series street lighting circuits shall be done by journeyman linemen where available. The framing and handling of poles, boring and fitting on cross arms, making guys on the job, the testing repair and rebuilding of transformers, oil circuit breakers, sectionalizes, voltage regulators and other electrical apparatus will be done by qualified journeyman who may be assisted by apprentices or ground men.
- 4918.4 When working on energized circuits of 400 volts or greater, one (1) journeyman and (1) apprentice or ground man shall be required. The apprentice or ground man shall serve principally as a standby man to render assistance in case of an accident. In no case, when working in pairs, shall they work simultaneously.
- 1918.5 In case of trouble on energized lines, conductors, or equipment in excess of 400 volts, or where work to be performed is hazardous, two or more journeymen shall be assigned to the job when available.
- 4918.6 All employees shall be responsible for carrying out safety and good housekeeping policies and practices. They shall see that all first aid kits are kept properly supplied and in clean and good condition, and that all protection devices for handling high voltages are kept in good condition. Rubber gloves shall be subjected to a 15,000-volt flashover test every six (6) months and an air test before each use and shall be kept clean, dusted with talcum powder, and carried in a suitable bag provided for that purpose only. Hand tackle shall be kept in good repair.
- 4918.7 No person except those employed therein, or duly authorized, shall enter substations or generating plants without the knowledge and permission of the person in charge of the plant at the time. Rooms and spaces shall be so arranged with fences, screens, partitions, or walls as to prevent entrance or unauthorized persons or interference by them with equipment inside, and entrances not under the observation of an unauthorized attendant should be kept locked.
- $\frac{4918}{8}$ .8 No employee shall be required to work voltages in excess of 5,000 volts with rubber gloves.

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- 4918.9 The Employer will provide one set of high visibility, fire retardant raingear to employees engaged in line work (including flagging), generation maintenance, or meter reading. Replacement will be made whenever the raingear is worn out or damaged.
- 4918.10 Safety or prescription safety eyeglasses and frames broken as a result of job-related activities will be replaced at Employer expense, providing proof of loss or breaking of glasses in the course of employment is furnished.
- 4918.11 Drug/Alcohol Testing: IBEW, Local 1547 and the City maintain a firm joint commitment to ensure a drug-free workplace, and to comply with applicable laws and regulations for employees in positions requiring commercial driver's licenses, and a policy of pre-employment testing, reasonable suspicion testing, random testing, and post-accident testing for positions that do not require commercial driver's licenses.
- 4918.12 A Safety and Training Committee composed of equal representation from the Employer and the employees shall be created to inspect all tools and equipment and review safety programs and training. The Safety Committee shall have the right to recommend disciplinary action for any employee who disregards safety practices and regulations. Inspections and safety meetings are to be made mandatory on a monthly basis. The Employer will forward minutes of all safety meetings to the Local 1547 Unit 104 Union office.
- 4918.13 In the event of an incident, emergency, or disaster it may be necessary for the City to operate under the framework of the Incident Command System (ICS). In the hierarchy of the ICS structure, the Operations Section Chief dictates staff and work assignments, not the functional Supervisor or Department Director. Employees covered under this Agreement shall follow work assignments dictated by the Incident Commander, Operations Section Chief, or designee when the City is officially operating under the ICS framework. Notification will be provided in writing to the Union and the Employees.

#### ARTICLE 2019 NO STRIKE – NO LOCKOUT

- 2019.1 This Agreement is a guarantee by both parties that there will be neither strikes nor lockouts during the life of the Agreement. The Union further agrees that it will not sanction, aid or abet, encourage, or continue any work stoppages, strike, picketing, sick-out, slow down, hand billing or other disruptive activity during the life of this Agreement and shall undertake all reasonable means to prevent or terminate any such activity.
- 2019.2 Under normal conditions, it is agreed that nothing in this Agreement shall be interpreted as requiring members of the Union to work behind

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another labor organization's lawful picket line recognized by IBEW, Local 1547. However, it is mutually agreed that all essential services will be maintained by employees without interruption.

# ARTICLE 2420 GRIEVANCE AND ARBITRATION PROCEDURE

- 2420.1 A grievance is defined as an alleged breach of this Agreement raised during its term. Time limits set forth in the following steps may only be extended by mutual written consent of the parties hereto. The parties agree that any problems should be resolved as quickly as possible and at the lowest level of supervision possible. If informal resolution is not possible, the following steps shall apply:
- 2420.2 <u>Step I Department Head:</u> Any employee shall first discuss any grievance with his or her Department Head within five (5) working days after the grievance arose. The employee may be accompanied by his or her Shop Steward. Grievances settled in writing at Step I, found to be contradictory to Alaska state laws may be reopened through a written notice to the Union within seven (7) calendar days from the date of the grievance decision. Grievances reopened in this manner shall proceed immediately to Step II of the grievance procedure.
- 2420.3 <u>Step II –Borough Manager:</u> If the matter cannot be resolved informally at Step I, and it is the employee's desire to proceed further, the Union shall reduce the grievance to writing and submit it to the Borough Manager, or designee. The written grievance shall contain a description of the alleged problem, the section of the Agreement involved, the date it occurred, and the corrective action desired. The Borough Manager, or his/her designee will, within seven (7) working days of receipt of the written grievance, hold a meeting with the employee and a Union representative for the purpose of resolving the grievance. The Borough Manager, or designee shall respond in writing within seven (7) working days of the Step II meeting.
- 2420.4 <u>Step III Arbitration:</u> If not settled, the Union may submit the grievance to final and binding arbitration within fourteen (14) working days following receipt of the Step II response. Upon notification that the dispute is submitted for arbitration, the Employer and the Union shall attempt to agree on an arbitrator. If the parties are unable to agree on an arbitrator, the Union shall, request the Federal Mediation and Conciliation Service to supply a list of thirteen (13) qualified arbitrators and the parties shall alternatingly strike names from such list until the name of one (1) arbitrator remains who shall be the arbitrator. The party to strike the first name shall be determined by coin toss. The arbitrator shall be notified immediately of his or her selection by letters from the Employer and the Union requesting that a time and place for a hearing be set as soon as possible. The Arbitrator's award shall be final and binding, subject to the limits of authority stated below. The parties shall use their best efforts to minimize the costs.

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- 2420.5 The Arbitrator's function is to interpret the Agreement. The Arbitrator shall consider only the particular issue presented in writing by the Employer and the Union. The Arbitrator shall have no authority or power to add to, delete from, disregard, or alter any of the provisions of this Agreement, but shall be authorized only to interpret the existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute.
- 2420.6 Any dispute as to procedure shall be heard and decided by the Arbitrator in a separate proceeding prior to any hearing on the merits. Any dismissal of a grievance by the Arbitrator, whether on the merits or on procedural grounds, shall bar any further arbitration. Each party shall bear one-half (1/2) of the fee of the Arbitrator and any other expenses jointly incurred, incidental to the arbitration hearing. All other expenses shall be borne by the party incurring them, and neither party, shall be responsible for the expenses of witnesses called by the other party, except that witnesses who are employees of the Employer shall be paid by the Employer for normal working time spent testifying at the hearing.
- 2420.7 If an employee or the Union fails to process a grievance at any step within the time limits set forth above and the procedure is not waived and such failure shall constitute a bar to any future actions thereon. The grievance shall automatically progress to the next step and not be deemed waived if the Employer (or his/her designee) fails to answer a grievance at any step in the procedure. In any event, the Union shall be entitled to a written response from the Employer prior to submission to arbitration.
- 2420.8 Unless otherwise agreed to herein, neither party shall be required during the term of this Agreement to provide the other party with any data, documents, or reports in its possession or under its control for any purpose or reason unless they are relevant to a filed grievance. Copies of all documents used to support and answer a grievance shall be made available to the parties.
- 2420.9 For the purposes of this Article "working days" shall exclude Saturdays, Sundays and recognized holidays.

## ARTICLE 2221 NONDISCRIMINATION

2221.1 The Employer and the Union agree that there shall be no unlawful discrimination against any employee or applicant for employment because of race, color, religion, age, sex or national origin, except as permitted by law and unless one of the foregoing factors constitutes a bona fide occupational qualification; provided, however, that a claim that this provision has been violated shall not be subject to Step III of the grievance procedure of this Agreement if the grievant has also filed a charge or claim with an administrative agency or court of

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law, and provided further, that any claim, complaint or charge that this provision has been breached or violated shall be deemed waived and unenforceable and the Employer and Union thereby released from any liability if not filed with the appropriate administrative agency and/or court of law within one hundred eighty (180) days of the alleged act of discrimination.

#### ARTICLE 2322 UNION REPRESENTATION

2322.1 The Union's Business Representative shall appoint no more than three (3) Shop Stewards within the City and shall notify the Employer as to their names and specific duties. No other employee or member of the Union, outside of the Business Manager, Business Representative, or its appointed Shop Stewards, shall represent the Union.

2322.2 Shop Stewards shall perform work for the Employer to the same extent as other employees. After giving notice or having made an appointment, Shop Stewards or other authorized Union representatives, as stated above in Section 23.1, shall be allowed admission to any shop or job at any reasonable time for the purpose of investigating conditions existing on the job. Such authorized representatives shall confine their activities during such investigation to matters relating to this Agreement. Each Shop Steward shall have a reasonable amount of time up to a total of four (4) hours each month unless mutually agreed otherwise, during regular working hours for investigating, presenting, or adjusting grievances and disputes relating to this Agreement. If additional time is necessary, the IBEW will be invoiced for the additional time at the full wage and benefit of the employee. Steward time shall be recorded on their individual time sheets.

2322.3 The City shall furnish bulletin boards for the use of the Union in posting officially signed Union bulletins.

2322.4 The Union reserves the right to discipline its members for any violation of any of its laws, rules and agreements.

#### ARTICLE 2423 UNION SECURITY

<del>24</del>23.1

A. All employees covered under the terms of this Agreement who are not already Union members may make application to join the Union as a full member or become an agency fee payer.

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- B. A <u>Union</u> business representative <u>er-and</u> a shop steward will be <u>notified of new employees in writing upon hiring. They will be</u> allowed to meet with all newly hired bargaining unit employees, without charge to the pay or leave time of the employees, for a maximum of 60 minutes, within 7 calendar days from the date of hire, in a new employee orientation. Such time shall be deducted from the monthly time allotment for each shop steward as provided for in Section 23.2 of this Agreement and shall be recorded on the time sheet of the shop steward.
- C. The Employer agrees that it will not encourage employees to resign or relinquish membership in the Union or revoke authorization of the deduction of fees to the Union.
- D. The Employer shall not discourage an employee from joining the Union or becoming an agency fee payer.
- E. The Employer agrees that it will not disclose home addresses, personal telephone number(s), personal cell phone number(s), or personal e-mail address(es) of any employees for the purpose of undermining the Union, or except as provided by law or ordinance.
- F. Nothing in this Agreement prohibits the Union from charging a nonmember for the cost of a grievance and/or arbitration filed at the request of the nonmember.
- During the term of this Agreement, the Employer shall deduct 2423.2 from the wages of employees covered by this Agreement and pay over monthly to the proper offices of the Union the membership dues, working assessments and other lawful charges or equivalent service charge for those employees who individually and voluntarily authorize such deductions in writing by signing an authorization for payroll deduction of Union dues, copies of which shall be provided by the Employer. The Borough Manager shall be notified, in writing, by an authorized Union representative of any change in dues or fees which require payroll programming changes at least thirty (30) days prior to the effective date of the change. The Employer will not be held liable for deduction errors but will make proper adjustments with the Union for errors as soon as practicable. The Union will hold the Employer harmless for any action taken at the written direction of the Union pertaining to this Article. The City will send payment for the total amount deducted, together with a list of the individuals' names for whom the deductions were made, to the Financial Secretary as designated by the Union on or before the fifteenth (15th) day of the following month.
- 2423.3 During the term of this Agreement, the Employer shall deduct \$7.00 per pay period from the wages of employees covered by this Agreement and pay monthly to a person or entity designated by the Union as voluntary

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contributions to the Union's Political Action Committee Fund for those employees who individually and voluntarily authorize such deductions in writing by signing and giving to the Employer the standard deduction authorization form provided by the Union. The deduction authorization may be revoked by the employee at any time. Both the Union and the employee agree to indemnify and hold the Employer harmless from any and all claims, demands, suits or other actions or liability that may arise out of, or exist as a result of, making these deductions or contributions.

2423.4 The Employer will provide the Union with a monthly report containing the following information about employees covered by this Agreement: name and date of hire of new employees hired each month, Union dues or service charges deducted and classifications. The method and format of reporting shall be determined by the Employer. As a condition of receiving the foregoing information, the Union will treat it as confidential and limit its dissemination to official Union representatives. The Employer shall respond within twenty (20) days to any written request from the Union for information as to why any employee was not included with said information. If not satisfied with the response, the Union may submit to the grievance procedure contained herein, beginning at Step II, any claim that the Employer has wrongfully excluded any employee from the bargaining unit.

2423.5 IHBF: By ratification of this Agreement, all IBEW members of the bargaining unit under this Agreement, agree that the Employer shall, upon ratification, deduct and forward to the IHBF five cents (\$0.05) per compensable hour of each bargaining unit employee. Such funds shall be forwarded in the same manner and form as other contributions submitted by the Employer.

# ARTICLE 2524 GENERAL PROVISIONS

2524.1 Nothing contained herein shall prohibit the Employer, at its sole discretion, from paying wages and/or benefits in excess of those provided herein.

2524.2 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the parties hereto, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of any or all of the parties at the time they negotiated or signed this Agreement. The parties further agree, however, that this Agreement may be amended by the mutual consent of the parties in writing at any time during its term.

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- 2524.3 Should any article, section or provisions herein contained be rendered or declared invalid by reason of any existing or subsequently enacted statute or other law, or by the decree of judgment of any court of competent jurisdiction, the invalidation of such article, section or provision will not affect the remaining portions hereof and such other parts and provisions will remain in full force and effect. Upon the invalidation of any article, section or provision hereof, the parties will meet and negotiate the parts and provisions concerned within thirty (30) days from the date the fact of such invalidation is communicated to them; provided, however, that the parties may mutually agree to extend the time for such negotiations.
- 2524.4 The Employer shall have the right to transfer employees covered by the current Collective Bargaining Agreement (CBA) to a third party, whether by sale, transfer, privatization, or any other legal means. The City is obligated to require the third party acquiring said properties, to agree in writing to both the City and IBEW, Local 1547 (Union) to:
  - A. Recognize the Union as the collective bargaining representative of all transferred employees;
  - B. For the duration of the CBA agree to not lay-off transferred employees and honor all terms and conditions of the CBA.

# ARTICLE 2625 TERM OF AGREEMENT

2625.1 This Agreement shall become effective July 1,2024-2021 and shall continue in full force and effect through June 30, 20274 and shall continue in full force and effect from year to year thereafter unless notice of desire to amend this Agreement is served by either party upon the other at least ninety (90) days prior to the date of expiration. If notice to amend is given, negotiations shall commence within thirty (30) days following the date of the notice, and this Agreement shall remain in effect until the terms of a new amended Agreement are agreed upon; provided, however, that if a notice to amend is timely given, either party may at any time thereafter notify the other in writing of its desire to terminate this Agreement as of a date stated in such notice to terminate, and shall be at least ten (10) days subsequent to the giving of such notice to terminate.

2625.2 If, at any time during the Agreement, the State of Alaska reduces the current level of revenue sharing provided to the City and Borough of Wrangell, either party shall have the right to open the Agreement for the sole purpose of re-negotiating any pending wage increases agreed to but not yet in

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effect. These negotiations must take place prior to the effective date of any such increase.

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Patricia Gilbert Vice-Borough Mayor  NTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 1547, AFL-CIO  By Doug TansyMarcie Obremski Business Manager/Financial Secretary  By Robert-StammSven Westergard Assistant Business Representative  By Mark ArmstrongLorne Cook Negotiating Committee  By Stanley-CampbellChris Stewart Negotiating Committee  By Andrew-Scambler Jesse Young Negotiating-Committee Assistant Business Manager		
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APPENDIX A  JOB TABLE BY GRADE AND TITLE		
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GRADE-	JOB CLASSIFICATION TITLE	DEPARTMENT
9	Maintenance Custodian	Pool/Museum
13	Groundman/Meter Reader	Electric
13	Harbor Maintenance Security Assistant	-Harbor
14		Public Works
15	Administrative Assistant	Harbor
15	Maintenance Specialist	Public Works
15	Apprentice Water/Wastewater	
16	Electric Dispatch Secretary	Electric
16	Sanitation Worker	Sanitation
17	Ports and Harbors Maintenance	Harbor
19	Facility Maintenance Specialist	Public Works
19	Harbor Services Leadman	-Harbor
19	Marine Service Center/Harbor Services Leadman	Harbor
19	Mechanic	Garage
19	Skilled Maintenance Specialist	Public Works
19	Water Treatment Operator	Water/Wastewater
19	Wastewater Treatment Operator	Water/Wastewater
20	Diesel Electric Mechanic	Electric
20	Mechanic Leadman	Garage
23	Water Treatment Leadman	Water/Wastewater
23	Wastewater Treatment Leadman	Water/Wastewater
23	Public Works Foreman	Public Works
27	Electrical Lineman	Electric
29	Electrical Line Foreman	Electric

CITY AND BOROUGH OF WRANGELL APPENDIX A (continued) APPRENTICE WAGE SCHEDULE

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Apprentices shall be paid a progressively increasing schedule of wages based on a percentage of the current journeyman wage rate, at Step 6 of the Journeyman Lineman wage schedule in Appendix A:

Period	Percent	OJT Hours	Related Training Component
1 <sup>st</sup>	50%	0-1000 Hours	Satisfactory Progress
2 <sup>nd</sup>	55%	1001-2000 Hours	Complete 1st Year
3 <sup>rd</sup>	60%	2001-3000 Hours	Satisfactory Progress
4 <sup>th</sup>	65%	3001-4000 Hours	Complete 2 <sup>nd</sup> Year
5 <sup>th</sup>	75%	4001-5000 Hours	Satisfactory Progress
6 <sup>th</sup>	80%	5001-6000 Hours	Complete 3rd Year
7 <sup>th</sup>	85%	6001-7000 Hours	Satisfactory Progress
8 <sup>th</sup>	90%	7001-8000 Hours	Complete 4th Year
			Pass State Licensing Exam

To be advanced to the next level the apprentice must have completed both the on-the-job training (OJT) hours and the related training component, as stated above.

The apprentice to journeyman ratio shall not exceed one (1) apprentice for every two journeyman. The Foreman will be counted as a journeyman for this calculation.

# CITY AND BOROUGH OF WRANGELL APPENDIX B PERMANENT EMPLOYEE UNION WAGE & GRADE SCHEDULE

Appendix B-1														
Union Wage and Grade Table														
Effective July 1, 2024														
Position	Grade	1	2	3	4	5	6	7	8	9	10	11	12	13
Harbor Maintenance/Security	15	21.92	22.36	22.81	23.26	23,73	24.20	24.69	25.18	25.68	26.20	26.72	27.26	27.90
Sanitation Worker	15	21.92	22.36	22.81	23.26	23.73	24.20	24.69	25.18	25.68	25.20	26.72	27.26	27.80
Maint Specialist I / Heavy Equipment Operator Tra	15	21.92	22,36	22.81	23.26	23.73	24.20	24.69	25.18	25.68	25.20	26.72	27.26	27.80
Administrative Assistant-Harbors	15	21.92	22,36	22.81	23.26	23.73	24.20	24.69	25.18	25.68	25.20	26,72	27.26	27.80
Custodian - Light Maintenance	15	21.92	22.36	22.81	23.26	23.73	24.20	24.69	25.18	25.68	25.20	26.72	27.26	27.80
Parks Light Maintenance	15	21.92	22.36	22.81	23.26	23.73	24.20	24.69	25.18	25.68	26.20	26.72	27.26	27.80
Water Trt. Plt. Apprentice	16	22.92	23.38	23.84	24.32	24.81	25.30	25.81	26.32	26.85	27.39	27.94	28.49	29.06
Sanitation Operator	17	23.99	24.47	24.96	25.46	25.97	26.49	27.01	27.56	28.11	28.67	29.24	29.83	30.42
Recreation Facility Maintenance Specialist	17	23.99	24.47	24.96	25.46	25.97	26.49	27.01	27.56	28.11	28.67	29.24	29.83	30.42
Marine Service Center Relief Operator	18	25.13	25.63	26.15	26.67	27.20	27.75	28.30	28.87	29.44	30.03	30.63	31.25	31.87
Mechanic	19	26.27	26.80	27.33	27.88	28.44	29.01	29.59	30.18	30.78	31.40	32.02	32.67	33.32
Maint. Specialist II/Heavy Equip Operator	19	26.27	25.80	27.33	27.88	28.44	29.01	29.59	30.18	30.78	31.40	32.02	32.67	33.32
Water/Wastewater Treatment Operator	19	26.27	26.80	27,33	27.88	28.44	29.01	29.59	30.18	30.78	31.40	32.02	32.67	33.32
Facility Maintenance Specialist Lead	19	26.27	26.80	27.33	27.88	28.44	29.01	29.59	30.18	30.78	31.40	32.02	32.67	33.32
Diesel Electric Mechanic Assistant	19	26.27	26.80	27.33	27.88	28.44	29.01	29.59	30.18	30.78	31.40	32.02	32.67	33.32
Port & Harbor Maintenance	19	25.27	26.80	27.33	27.88	28.44	29.01	29.59	30.18	30.78	31.40	32.02	32.57	33.32
Sanitation Lead	20	27.53	28.08	28.64	29.21	29.80	30.39	31.00	31.62	32.25	32.90	33.55	34.23	34.91
Marine Service Center & Harbor Team Leader	20	27.53	28.08	28.64	29.21	29.80	30.39	31.00	31.62	32.25	32.90	33.55	34.23	34.91
Power Generation Mechanic/Operator	20	27.53	28.08	28.64	29.21	29.80	30.39	31.00	31.62	32.25	32.90	33.55	34.23	34.91
Water / Wastewater Treatment Operator - Level 11	21	28.60	29.17	29.75	30.35	30.96	31.57	32.21	32.85	33.51	34.18	34.86	35.56	36.27
Maint. Specialist III/Heavy Equip Operator	22	29.74	30.34	30.95	31.57	32.20	32.84	33.50	34.17	34.85	35.55	36.26	36.98	37.72
Mechanic Lead	23	30.89	31.51	32.14	32.78	33.44	34.11	34.79	35.48	36.19	36.92	37.66	38.41	39.18
Wastewater Treatment Leadman	24	32.18	32.83	33.48	34 15	34.84	35.53	36.25	36.97	37.71	38.46	39.23	40.02	40.82
Public Works Foreman	25	33.48	34.15	34.83	35.53	36.24	36.96	37.70	38,46	39.22	40.01	40.81	41.53	42.46
Water Treatment Operator Lead	26	34.91	35.60	36.32	37.04	37.78	38.54	39.31	40.10	40.90	41.72	42.55	43,40	44.27
Electrical Lineman	27	46.05	46.95	47.87	48.80	49.75	50.73	51.72	52.73	53.76	54.81	55.88	\$6.97	58.08
Electrical Line Foreman	28	51.51	52.51	53.54	54.58	55.65	56.74	57.88	59.01	60.16	61.34	62.53	63.76	65.00

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Union Wage and Grade Table														
Effective July 1, 2025														
Position	Grade	1	2	3	4	5	6	7	8	9	10	11	12	13
Harbor Maintenance/Security	15	22.35	22.81	23.26	23.73	24.20	24.69	25.18	25.68	25.20	26.72	27.25	27.80	28.36
Sanitation Worker	15	22.35	22.81	23.25	23.73	24.20	24.69	25.18	25.68	26.20	25.72	27.26	27.80	28.36
Maint Specialist I / Heavy Equipment Operator Tra	15	22.35	22.81	23.26	23.73	24.20	24.69	25.18	25.68	26.20	26.72	27.26	27.80	28.36
Administrative Assistant-Harbors	15	22.36	22.81	23.26	23.73	24.20	24.69	25.18	25.68	26.20	26.72	27.26	27.80	28.36
Custodian - Light Maintenance	15	22.36	22.81	23.26	23.73	24.20	24.69	25.18	25.68	26.20	25.72	27.26	27.80	28.36
Parks Light Maintenance	15	22.36	22.81	23.26	23.73	24.20	24.69	25.18	25.68	26.20	25.72	27.26	27.80	28.36
Water Trt, Plt, Apprentice	16	23.38	23.84	24.32	24.81	25.30	25.81	26.32	26.85	27.39	27.94	28.49	29.06	29.65
Sanitation Operator	17	24.47	24.96	25.46	25.97	26.49	27.01	27.56	28.11	28.67	29.24	29.83	30.42	31.03
Recreation Facility Maintenance Specialist	17	24,47	24.96	25.46	25.97	26.49	27.01	27.56	28.11	28.67	29.24	29.83	30.42	31.03
Marine Service Center Relief Operator	18	25.63	26.15	25.67	27.20	27.75	28.30	28.87	29.44	30.03	30.63	31.25	31.87	32 51
Mechanic	19	26.80	27.33	27.88	28.44	29.01	29.59	30.18	30.78	31.40	32.02	32.67	33.32	33.98
Maint, Specialist II/Heavy Equip Operator	19	26.80	27.33	27.88	28,44	29.01	29.59	30.18	30.78	31.40	32.02	32.67	33.32	33.98
Water/Wastewater Treatment Operator	19	26.80	27.33	27.88	28.44	29.01	29.59	30.18	30.78	31,40	32.02	32.67	33.32	33.98
Facility Maintenance Specialist Lead	19	26.80	27.33	27.88	28.44	29.01	29.59	30.18	30.78	31.40	32.02	32.67	33.32	33.98
Diesel Electric Mechanic Assistant	19	26.80	27.33	27.88	28.44	29.01	29.59	30.18	30.78	31.40	32.02	32.67	33.32	33.98
Port & Harbor Maintenance	19	26.80	27.33	27.88	28.44	29.01	29.59	30.18	30.78	31.40	32.02	32.67	35.52	33.98
Sanitation Lead	20	28.08	28.64	29.21	29.80	30.39	31.00	31.62	32.25	32.90	33.55	34.23	34.91	35.61
Marine Service Center & Harbor Team Leader	20	28.08	28.64	29.21	29.80	30.39	31.00	31.62	32.25	32.90	33.55	34.23	34.91	35.61
Power Generation Mechanic/Operator	20	28.08	28.64	29.21	29.80	30.39	31.00	31.62	32.25	32.90	33.55	34.23	34.91	35.61
Water / Wastewater Treatment Operator - Level II	21	29.17	29.75	30.35	30.96	31.57	32.21	32.85	33.51	34.18	34.86	35.56	36.27	36.99
Maint, Specialist III/Heavy Equip Operator	22	30.34	30.95	31.57	32.20	32.84	33.50	34.17	34.85	35.55	36.26	36.98	37.72	38.48
Mechanic Lead	23	31.51	32.14	32.78	33.44	34.11	34.79	35.48	36.19	36.92	37.66	38.41	39.18	39.96
Wastewater Treatment Leadman	24	32.83	33.48	34.15	34.84	35.53	36.25	36.97	37.71	38.46	39.23	40.02	40.82	41.63
Public Works Foreman	25	34.15	34.83	35.53	36.24	36.96	37.70	38.46	39.22	40.01	40.81	41.63	42.46	43.31
Water Treatment Operator Lead	26	35.60	36.32	37.04	37.78	38.54	39.31	40.10	40.90	41.72	42.55	43.40	44.27	45.15
Electrical Lineman	27	46.97	47.89	48.83	49.78	50.75	51.74	52.75	53.78	54.83	55.90	56.99	58.11	59.24
Electrical Line Foreman	28	52.54	53.56	54.61	55.68	56.76	57.87	59.03	60.19	61.36	62.56	63.78	65.03	66.30

Appendix B-3														
Union Wage and Grade Table														
Effective July 1, 2026														
Position	Grade	1	2	3	4	5	6	7	8	9	10	11	12	13
Harbor Maintenance/Security	15	22.81	23.26	23.73	24.20	24.69	25.18	25.68	26.20	26.72	27.26	27.80	28.36	28.93
Sanitation Worker	15	22.81	23.26	23.73	24.20	24.69	25.18	25.68	26.20	26.72	27.26	27.80	28.36	28.93
Maint Specialist I / Heavy Equipment Operator Tra	15	22.81	23.26	23.73	24.20	24.69	25.18	25.68	26.20	26.72	27.26	27.80	28.36	28.93
Administrative Assistant-Harbors	15	22.81	23.26	23.73	24.20	24.69	25.18	25.68	26.20	26.72	27.26	27.80	28.36	28.93
Custodian - Light Maintenance	15	22.81	23.26	23.73	24.20	24.59	25.18	25.68	26.20	26.72	27.26	27.80	28.36	28.93
Parks Light Maintenance	15	22.81	23.26	23.73	24.20	24.69	25.18	25.68	26.20	26.72	27.26	27.80	28.36	28.93
Water Trt. Pit. Apprentice	16	23.84	24.32	24.81	25.30	25.81	26.32	26.85	27.39	27.94	28.49	29.06	29.65	30.24
Sanitation Operator	17	24.96	25.46	25.97	25.49	27.01	27.56	28 11	28.67	29.24	29.83	30.42	31.03	31.65
Recreation Facility Maintenance Specialist	17	24.96	25.46	25.97	26.49	27.01	27.56	28.11	28.67	29.24	29.83	30.42	31.03	31.65
Marine Service Center Relief Operator	18	26.15	26.67	27.20	27.75	28.30	28.87	29.44	30.03	30.63	31.25	31.87	32.51	33.16
Mechanic	19	27.33	27.88	28.44	29.01	29.59	30.18	30.78	31.40	32.02	32.57	33.32	33.98	34.66
Maint, Specialist II/Heavy Equip Operator	19	27.33	27.88	28.44	29.01	29.59	30.18	30.78	31.40	32.02	32.67	33.32	33.98	34.66
Water/Wastewater Treatment Operator	19	27.33	27.88	28.44	29.01	29.59	30.18	30.78	31.40	32.02	32.67	33.32	33.98	34.66
Facility Maintenance Specialist Lead	19	27.33	27.88	28.44	29.01	29.59	30.18	30.78	31.40	32.02	32.67	33.32	33.98	34.66
Diesel Electric Mechanic Assistant	19	27.33	27.88	28.44	29.01	29.59	30.18	30.78	31.40	32.02	32.67	33.32	33.98	34.66
Port & Harbor Maintenance	19	27.33	27.88	28.44	29.01	29.59	30.18	30.78	31.40	32.02	32.67	33.32	33.98	34.66
Sanitation Lead	20	28.64	29.21	29.80	30.39	31.00	31.62	32.25	32.90	33.55	34.23	34.91	35.61	36.32
Marine Service Center & Harbor Team Leader	20	28.64	29.21	29.80	30.39	31.00	31.62	32.25	32.90	33.55	34.23	34.91	35.61	36.32
Power Generation Mechanic/Operator	20	28.54	29.21	29.80	30.39	31.00	31.52	32.25	32.90	33.55	34.23	34.91	35.61	36.32
Water / Wastewater Treatment Operator - Level II	21	29.75	30.35	30.96	31.57	32.21	32.85	33.51	34.18	34.86	35.56	36.27	36.99	37.73
Maint. Specialist III/Heavy Equip Operator	22	30.95	31.57	32.20	32.84	33.50	34.17	34.85	35.55	36.26	36.98	37.72	38.48	39.25
Mechanic Lead	23	32.14	32.78	33.44	34.11	34.79	35.48	36.19	36.92	37.66	38.41	39.18	39.96	40.76
Wastewater Treatment Leadman	24	33.48	34.15	34.84	35.53	36.25	36.97	37.71	38.46	39.23	40.02	40.82	41.63	42.47
Public Works Foreman	25	34.83	35.53	36.24	36.96	37.70	38.46	39.22	40.01	40.81	41.63	42.46	43.31	44.17
Water Treatment Operator Lead	26	36.32	37.04	37.78	38.54	39.31	40.10	40.90	41.72	42.55	43.40	44.27	45.15	46.06
Electrical Lineman	27	47.91	48.85	49.80	50.77	51.77	52.78	53.81	54.86	55.93	57.02	58.13	59.27	60.42
Flactrical Line Foreman	79	53 50	54.63	55.70	56.70	57.00	50.02	60.21	41 20	67 50	62.01	65.06	66 22	47.63

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CITY AND BOROUGH OF WRANGELL APPENDIX CB

#### **TEMPORARY EMPLOYEES**

Wages and Benefits

- 1. Temporary employees working in classifications other than those listed below shall be paid at the applicable rate set forth in Appendix AB.
- 2. All employees hereunder are designated as NECA-Temporary. The term NECA refers to the Inside-Outside IBEW Alaska Electrical Construction Agreement, as amended.
- 3. NECA-Temporary Employees: Journeyman Linemen and Wiremen and other classifications as set forth in the IBEW-NECA Agreement may be employed as NECA-Temps for a period not to exceed six (6) months of continuous employment in a twelve (12) month period. Such employees shall be subject to this Agreement as to hours of work and applicable working rules only. In addition, NECA-Temporary employees shall receive the wage rates as set forth in the IBEW Inside-Outside Alaska Electrical Construction Agreement, as amended. The Employer shall pay for the NECA-Temp employee's account, the health and welfare benefits, retirement benefits and group legal benefits as specified in said IBEW-NECA Agreement. NECA-Temporary employees shall not accrue seniority, service credits, holiday pay, annual leave, jury duty, worker's compensation supplement or longevity. NECA-Temporary employees shall be compensated at three (3) times the appropriate straight time rate for time worked on holidays.
- 4. Assignment of a NECA-Temporary employee to a regular position shall not cause the employee to be treated as either a probationary or regular employee unless the Employer affirmatively indicates in writing that is the Employer's intent and desire to change the employee's status from that of a NECA-Temporary to either a probationary or regular employee.

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

	DATE:	April 9, 2024
<u>AGENDA ITEM TITLE:</u>	Agenda Section	13

RESOLUTION No. 04-24-1855 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, PROVIDING FOR SEVERAL AMENDEMENTS TO UNION JOB DESCRIPTIONS AND AMENDING THE UNION WAGE AND GRADE TABLE AND PROVIDING FOR AN EFFECTIVE DATE

SUBMITT	ED BY:	FISCAL NOTE:						
Mason Villa	arma, Interim Borough Manager	Expenditure Required:						
			\$0					
<u>Reviews</u> ,	/Approvals/Recommendations	Account	Number(s):					
		Account N	Name(s):					
Name(s)								
Name(s)			bered Balance(s) (prior to					
	Attorney	expenditure): See Agenda Statement						
	Insurance							

Attachments: 1. Res no. 04-24-1855 2. Exhibit A – Job Descriptions (amended) 3. Exhibit B – Union Wage and Grade Table.

# **RECOMMENDATION MOTION:**

Move to approve Resolution No. 04-24-1855.

#### **SUMMARY STATEMENT:**

With the approval of the IBEW Collective Bargaining Agreement, there are several job descriptions that require adjustments. They are as follows:

- Harbor Maintenance/Security from Grade 13 to Grade 15 on the table.
- Sanitation Worker from Grade 14 to Grade 15 on the table.
- Maintenance Specialist I / Heavy Equipment Operator Trainee from Grade 14 to Grade 15 on the table.
- WW/Water Treatment Plant Apprentice from Grade 15 to Grade 16 on the table.
- Sanitation Operator from Grade 16 to Grade 17 on the table.
- Marine Service Center Relief Operator from Grade 17 to Grade 18 on the table.
- Facility Maintenance Specialist Lead from Grade 23 to Grade 19 on the table.
- Port & Harbor Maintenance from Grade 17 to Grade 19 on the table.
- Sanitation Lead from Grade 19 to Grade 20 on the table.
- Marine Service Center & Harbor Team Leader from Grade 19 to Grade 20 on the table.
- Maintenance Specialist III/Heavy Equipment Operator from Grade 20 to Grade 22 on the table.
- Wastewater Treatment Leadman from Grade 23 to Grade 24 on the table.
- Public Works Foreman from Grade 23 to Grade 25 on the table.
- Water Treatment Operator Lead from Grade 25 to Grade 26 on the table.
- Electrical Line Foreman from Grade 29 to Grade 28 on the table.

The Union Wage & Grade Table will reflect these amendments along with the wage adjustments for all Union positions.

# CITY AND BOROUGH OF WRANGELL, ALASKA RESOLUTION NO. <u>04-24-1855</u>

A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, PROVIDING FOR SEVERAL AMENDEMENTS TO UNION JOB DESCRIPTIONS AND AMENDING THE UNION WAGE AND GRADE TABLE AND PROVIDING FOR AN EFFECTIVE DATE

**WHEREAS**, with the passage of the Collective Bargaining Agreement on April 9, 2024 the Union Wage and Grade Table has been modified; and

**WHEREAS**, the proposed Union Wage and Grade Table (Exhibit B) reflects several rate-of-pay adjustments; and

**WHEREAS**, the proposed Job Descriptions (Exhibit A), reflects changes in the Grades in for several position; and

WHEREAS, the increases will be effective on July 1, 2024; and

WHEREAS, these changes affect the rate of pay that all Union employees are paid; and

WHEREAS, several job descriptions have been amended; and

WHEREAS, the following job descriptions have been amended, as follows:

<b>Current Grade</b>	New Grade
13	15
14	15
14	15
15	16
16	17
17	18
23	19
17	19
19	20
19	20
20	22
23	24
23	25
	13 14 14 15 16 17 23 17 19 19 20 23

Water Treatment Operator Lead	25	26
Electrical Line Foreman	29	28

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

**Section 1: Effective Date.** The Union Wage and Grade Table (Exhibit B) reflecting these changes are effective July 1, 2024.

**Section 2: Job Descriptions.** The attached Exhibit "A" are the revised job descriptions which states the new wage grade for the following positions:

- Harbor Maintenance/Security from Grade 13 to Grade 15 on the table.
- Sanitation Worker from Grade 14 to Grade 15 on the table.
- Maintenance Specialist I / Heavy Equipment Operator Trainee from Grade 14 to Grade 15 on the table.
- WW/Water Treatment Plant Apprentice from Grade 15 to Grade 16 on the table.
- Sanitation Operator from Grade 16 to Grade 17 on the table.
- Marine Service Center Relief Operator from Grade 17 to Grade 18 on the table.
- Facility Maintenance Specialist Lead from Grade 23 to Grade 19 on the table.
- Port & Harbor Maintenance from Grade 17 to Grade 19 on the table.
- Sanitation Lead from Grade 19 to Grade 20 on the table.
- Marine Service Center & Harbor Team Leader from Grade 19 to Grade 20 on the table.
- Maintenance Specialist III/Heavy Equipment Operator from Grade 20 to Grade 22 on the table.
- Wastewater Treatment Leadman from Grade 23 to Grade 24 on the table.
- Public Works Foreman from Grade 23 to Grade 25 on the table.
- Water Treatment Operator Lead from Grade 25 to Grade 26 on the table.
- Electrical Line Foreman from Grade 29 to Grade 28 on the table.

**Section 3: Wage & Grade Table.** The attachment Exhibit "B" is the Union Wage and Grade Table, which repeals all previous Pay Plans for Union employees.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY & BOROUGH OF WRANGELL, ALASKA THIS 9th DAY APRIL 2024.

	Patricia Gilbert, Borough Mayor
ATTEST:	
Kim Lane, MMC, Borough Clerk	

Resolution No. 04-24-1855

Wage Scale, IBEW-represented positions, Effective July 1, 2024 through June 30, 2025

City	& Borough of Wrangell IBEW W&G Table						Step	S						
Grade	Position Title	1	2	3	4	5	6	7	8	9	10	11	12	13
<del>13</del> –15	Harbor Maintenance/Security	21.92	22.36	22.81	23.26	23.73	24.20	24.69	25.18	25.68	26.20	26.72	27.25	27.80
<del>14</del> –15	Sanitation Worker	21.92	22.36	22.81	23.26	23.73	24.20	24.69	25.18	25.68	26.20	26.72	27.25	27.80
<del>14</del> –15	Maint Specialist I / Heavy Equip Operator Trainee	21.92	22.36	22.81	23.26	23.73	24.20	24.69	25.18	25.68	26.20	26.72	27.25	27.80
15	Administrative Assistant-Harbors	21.92	22.36	22.81	23.26	23.73	24.20	24.69	25.18	25.68	26.20	26.72	27.25	27.80
15	Custodian - Light Maintenance	21.92	22.36	22.81	23.26	23.73	24.20	24.69	25.18	25.68	26.20	26.72	27.25	27.80
15	Parks Light Maintenance	21.92	22.36	22.81	23.26	23.73	24.20	24.69	25.18	25.68	26.20	26.72	27.25	27.80
<del>15</del> -16	Water Trt. Plant Apprentice	22.92	23.38	23.84	24.32	24.81	25.30	25.81	26.32	26.85	27.39	27.94	28.49	29.06
<del>16</del>	Electrical Dispatch Secretary	<del>22.04</del>	<del>22.45</del>	<del>22.90</del>	<del>23.34</del>	<del>23.78</del>	<del>24.24</del>	<del>24.73</del>	<del>- 25.20</del>	<del>- 25.68</del>	<del>- 26.18</del>	<del>26.68</del>	<del>27.20</del>	<del>-27.73</del>
<del>16-</del> 17	Sanitation Operator	23.99	24.47	24.96	25.46	25.97	26.49	27.01	27.56	28.11	28.67	29.24	29.83	30.42
17	Recreation Facility Maintenance Specialist	23.99	24.47	24.96	25.46	25.97	26.49	27.01	27.56	28.11	28.67	29.24	29.83	30.42
<del>17</del> 18	Marine Service Center Relief Operator	25.13	25.63	26.15	26.67	27.20	27.75	28.30	28.87	29.44	30.03	30.63	31.25	31.87
19	Mechanic	26.27	26.80	27.33	27.88	28.44	29.01	29.59	30.18	30.78	31.40	32.02	32.67	33.32
19	Maint. Specialist II/Heavy Equip Operator	26.27	26.80	27.33	27.88	28.44	29.01	29.59	30.18	30.78	31.40	32.02	32.67	33.32
19	Water/Wastewater Treatment Operator	26.27	26.80	27.33	27.88	28.44	29.01	29.59	30.18	30.78	31.40	32.02	32.67	33.32
<del>23</del> 19	Facility Maintenance Specialist Lead	26.27	26.80	27.33	27.88	28.44	29.01	29.59	30.18	30.78	31.40	32.02	32.67	33.32
19	Diesel Electric Mechanic Assistant	26.27	26.80	27.33	27.88	28.44	29.01	29.59	30.18	30.78	31.40	32.02	32.67	33.32
<del>17</del> 19	Port & Harbor Maintenance	26.27	26.80	27.33	27.88	28.44	29.01	29.59	30.18	30.78	31.40	32.02	32.67	33.32
<del>19</del> 20	Sanitation Lead	27.53	28.08	28.64	29.21	29.80	30.39	31.00	31.62	32.25	32.90	33.55	34.23	34.91
<del>19</del> 20	Marine Service Center & Harbor Team Leader	27.53	28.08	28.64	29.21	29.80	30.39	31.00	31.62	32.25	32.90	33.55	34.23	34.91
20	Power Generation Mechanic/Operator	27.53	28.08	28.64	29.21	29.80	30.39	31.00	31.62	32.25	32.90	33.55	34.23	34.91
21	Water / Wastewater Treatment Operator - Level II	28.60	29.17	29.75	30.35	30.96	31.57	32.21	32.85	33.51	34.18	34.86	35.56	36.27
<del>20</del> 22	Maint. Specialist III/Heavy Equip Operator	29.74	30.34	30.95	31.57	32.20	32.84	33.50	34.17	34.85	35.55	36.26	36.98	37.72
23	Mechanic Lead	30.89	31.51	32.14	32.78	33.44	34.11	34.79	35.48	36.19	36.92	37.66	38.41	39.18
<del>23</del> 24	Wastewater Treatment Leadman	32.18	32.83	33.48	34.15	34.84	35.53	36.25	36.97	37.71	38.46	39.23	40.02	40.82
<del>23</del> 25	Public Works Foreman	33.48	34.15	34.83	35.53	36.24	36.96	37.70	38.46	39.22	40.01	40.81	41.63	42.46
<del>23</del>	Facility Maintenance Specialist Lead	<del>29.70</del>	<del>30.29</del>	<del>30.87</del>	<del>31.47</del>	<del>32.09</del>	<del>32.70</del>	<del>33.36</del>	<del>34.00</del>	<del>34.66</del>	<del>35.34</del>	36.03	36.74	<del>-37.46</del>
<del>25</del> 26	Water Treatment Operator Lead	34.91	35.60	36.32	37.04	37.78	38.54	39.31	40.10	40.90	41.72	42.55	43.40	44.27
27	Electrical Lineman	46.05	46.95	47.87	48.80	49.75	50.73	51.72	52.73	53.76	54.81	55.88	56.97	58.08
<del>29</del> 28	Electrical Line Foreman	51.51	52.51	53.54	54.58	55.65	56.74	57.88	59.01	60.16	61.34	62.53	63.76	65.00
	Lineman Apprentice	50%	55%	60%	65%	75%	80%	85%	90%	100%				
		23.03	25.82	28.72	31.72	37.32	40.58	43.96	47.45	53.76				

23.03 25.82 28.72 31.72 37.32 40.58 43.96 47.45 53.76 7/1/2022 12/30/2022 6/30/2023 12/30/2023 7/1/2024 ######### 7/1/2025 ######### 6/30/2026

Resolution No. 08-23-1803

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

City	y & Borough of Wrangell IBEW W&G Table						Ste	os						
Grade	Position Title	1	2	3	4	5	6	7	8	9	10	11	12	13
13	Harbor Maintenance/Security	19.30	19.66	20.04	20.42	20.81	21.22	21.63	22.05	22.46	22.91	23.35	23.80	24.26
14	Sanitation Worker	20.16	20.55	20.95	21.36	21.77	22.18	22.62	23.06	23.49	23.94	24.40	24.88	25.36
14	Maint Specialist I / Heavy Equipment Operator	20.16	20.55	20.95	21.36	21.77	22.18	22.62	23.06	23.49	23.94	24.40	24.88	25.36
15	Administrative Assistant-Harbors	21.08	21.48	21.89	22.31	22.75	23.19	23.64	24.09	24.56	25.03	25.52	26.01	26.52
15	Water Trt. Plt. Apprentice	21.08	21.48	21.89	22.31	22.75	23.19	23.64	24.09	24.56	25.03	25.52	26.01	26.52
15	Custodian - Light Maintenance	21.08	21.48	21.89	22.31	22.75	23.19	23.64	24.09	24.56	25.03	25.52	26.01	26.52
15	Parks Light Maintenance	21.08	21.48	21.89	22.31	22.75	23.19	23.64	24.09	24.56	25.03	25.52	26.01	26.52
16	Electrical Dispatch Secretary	22.04	22.45	22.90	23.34	23.78	24.24	24.73	25.20	25.68	26.18	26.68	27.20	27.73
16	Sanitation Operator	22.04	22.45	22.90	23.34	23.78	24.24	24.73	25.20	25.68	26.18	26.68	27.20	27.73
17	Recreation Facility Maintenance Specialist	23.07	23.50	23.95	24.42	24.90	25.38	25.86	26.38	26.89	27.41	27.95	28.49	29.04
17	Port & Harbor Maintenance	23.07	23.50	23.95	24.42	24.90	25.38	25.86	26.38	26.89	27.41	27.95	28.49	29.04
17	Marine Service Center Relief Operator	23.07	23.50	23.95	24.42	24.90	25.38	25.86	26.38	26.89	27.41	27.95	28.49	29.04
19	Mechanic	25.26	25.75	26.26	26.76	27.27	27.79	28.34	28.88	29.43	30.02	30.60	31.20	31.80
19	Diesel Electric Mechanic Assistant	25.26	25.75	26.26	26.76	27.27	27.79	28.34	28.88	29.43	30.02	30.60	31.20	31.80
19	Sanitation Lead	25.26	25.75	26.26	26.76	27.27	27.79	28.34	28.88	29.43	30.02	30.60	31.20	31.80
19	Maint. Specialist II/Heavy Equip Operator	25.26	25.75	26.26	26.76	27.27	27.79	28.34	28.88	29.43	30.02	30.60	31.20	31.80
19	Water/Wastewater Treatment Operator	25.26	25.75	26.26	26.76	27.27	27.79	28.34	28.88	29.43	30.02	30.60	31.20	31.80
19	Marine Service Center & Harbor Team Leader	25.26	25.75	26.26	26.76	27.27	27.79	28.34	28.88	29.43	30.02	30.60	31.20	31.80
20	Power Generation Mechanic/Operator	26.47	26.98	27.50	28.05	28.59	29.14	29.71	30.30	30.88	31.48	32.10	32.72	33.36
20	Maint. Specialist III/Heavy Equip Operator	26.47	26.98	27.50	28.05	28.59	29.14	29.71	30.30	30.88	31.48	32.10	32.72	33.36
21	Water / Wastewater Treatment Operator - Level II	27.50	28.05	28.59	29.14	29.71	30.30	30.88	31.48	32.10	32.71	33.34	34.00	34.67
23	Public Works Foreman	29.70	30.29	30.87	31.47	32.09	32.70	33.36	34.00	34.66	35.34	36.03	36.74	37.46
23	Wastewater Treatment Leadman	29.70	30.29	30.87	31.47	32.09	32.70	33.36	34.00	34.66	35.34	36.03	36.74	37.46
23	Mechanic Lead	29.70	30.29	30.87	31.47	32.09	32.70	33.36	34.00	34.66	35.34	36.03	36.74	37.46
23	Facility Maintenance Specialist Lead	29.70	30.29	30.87	31.47	32.09	32.70	33.36	34.00	34.66	35.34	36.03	36.74	37.46
25	Water Treatment Operator Lead	32.19	32.81	33.47	34.11	34.77	35.47	36.15	36.87	37.59	38.33	39.08	39.85	40.63
27	Electrical Lineman	34.94	35.62	36.31	37.04	37.76	38.49	39.25	40.01	40.81	41.61	42.42	43.25	44.10
29	Electrical Line Foreman	38.01	38.77	39.51	40.31	41.09	41.90	42.72	43.56	44.41	45.29	46.18	47.09	48.01
	Lineman Apprentice	50%	55%	60%	65%	75%	80%	85%	90%	100%				

17.47 19.59 21.79 24.07 28.32 30.80 33.37 36.01 40.81 7/1/2022 12/30/2022 6/30/2023 12/30/2023 7/1/2024 ######### 7/1/2025 ########## 6/30/2026

# City & Borough of Wrangell

Position	

Position: Harbor Maintenance/Security	Type: Permanent, Full-Time
Department/Site: Harbor Department	FLSA: Non-exempt
Reports to/Evaluated by: HarbormasterPort & Harbor Director	Salary Grade: 1315

#### **Summary**

Performs light maintenance outlined by Harbormaster or designee. Collects daily inventory of all vessels utilizing harbor facilities and items stored on Port properties. Assigns transient moorage to vessels and performs basic office duties. Works with the public as well as other borough departments and state and federal agencies. Performs duties as part of the Department of Homeland Security Port Security Plan.

## **Distinguishing Career Features**

Harbor Maintenance/Security works under the close supervision of the Harbormaster to carry out the day to day work to assure harbor equipment is running smoothly and safely

## **Essential Duties and Responsibilities**

- Completes maintenance projects outlined by maintenance personnel.
- Collects the daily inventory of vessels and stored items utilizing Port and Harbor facilities.
- Performs security patrols in all Port and Harbor facilities.
- Enforces Port and Harbor rules and regulations.
- Monitors vessels to avoid sinking or damage to facilities and contacts vessel owners when needed.
- Keeps Port and Harbor facilities (hoists, dumpsters, used oil containers, floats, parking lots, storage lots) clean from garbage or debris.
- Conducts other Port and Harbors related business such as moorage assignment, billing, boatyard duties or other duties as assigned by Harbormaster.
- Performs and enforces duties outlined in the Wrangell Port Security Plan.

#### Qualifications

#### Knowledge and Skills

Requires basic computer skills sufficient to run harbor management program. Ability to communicate effectively and politely with the public. Requires boat handling skills.

## Abilities

Ability to operate, or learn to operate, port equipment including but not limited to, boats, forklifts, loaders, four wheelers, snow blowers, pressure washers, drills, saws, welders and other mechanical equipment. Ability to communicate courteously and professionally to customers, coworkers, and members of the general public.

#### Physical Abilities

Ability to lift and carry 50 pounds. Ability to work in all weather conditions. Ability to work throughout all hours of the day.

# Education and Experience

High school diploma or GED.

#### Licenses and Certificates

Valid Alaska Driver's License. Valid CDL preferable or the ability to gain one within 6 months. Basic First Aid and CPR certificate or the ability to gain certificate within 6 months. Valid TWIC card or the ability to obtain one within 6 months.

# Working Conditions

Work is performed outdoors in all weather conditions and at all hours.

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

City & Borough of Wrangell

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Position: Sanitation Worker	Position Number:
Department/Site: Public Works	FLSA: Non-exempt
Evaluated by: Director of Public Works and the Sanitation Lead	Salary Grade: 14 <u>15</u>

#### **Summary**

Primarily responsible for the operation, maintenance and repair of the City's Waste Transfer Facility and for garbage collection services throughout the community. Works independently or cooperatively with others under the daily direction and supervision of the Public Works Director and Sanitation Lead.

## **Distinguishing Career Features**

The Sanitation Worker plays an important role in the community, maintaining its general cleanliness, as well as in administering the key municipal asset that is the Waste Transfer Facility.

The Sanitation Worker is the first step on a 2 stage sanitation staff career path. Promotion to Sanitation Operator is required within one year and is possible upon acquisition of a CDL and sufficient time and satisfactory performance demonstrating knowledge of how to operate sanitation trucks for collection and the ability to satisfy all requirements of that job description.

## **Essential Duties and Responsibilities**

- Personally operate, repair, and maintain the City's Waste Transfer Facility.
- Personally operate and maintain sanitation department equipment including, but not limited to, excavator, forklift, tire shear, and baler
- Personally maintain the closed municipal landfill in accordance with the landfill postclosure plan.
- Operates transfer of sanitation including weighting private loads, determining charges, and handling money and account charges.
- Responsible for the proper and safe use and maintenance of assigned city equipment.
- Must exhibit strong interpersonal skills to courteously and effectively direct customers to follow local, state, and federal rules for refuse collection and disposal.
- Must read and understand City of Wrangell Ordinances, the landfill post-closure plan, and the Transfer Station Operations Manual. Must operate the facility according to those guidelines.
- Ensures that all waste brought to the landfill is separated by type of material and placed in the proper location.
- Ensures that recyclable materials are separated and shipped to the proper recycling agents.
- Identifies and corrects possible safety or maintenance problems.
- Identifies possible hazardous substances and ensures that they are kept separate from other waste and are either properly stored or turned away from the waste handling facility.
- Maintains logs, reports, and records of transfer station, equipment operations, and maintenance.
- Recovers refrigerant from discarded appliances according to EPA regulations.
- Is responsible for purchasing supplies as needed according to City purchasing guidelines.
- Participates in all job-related training and required safety training; promotes continuous improvement of workplace safety and environmental practices.
- Assists in revising sanitation department methods and procedures to maximize safety and operational efficiency.
- Ensures proper handling and disposal of burnable waste
- Performs other related work as required.

#### **Qualifications**

#### Knowledge and Skills

- Must be able to operate all equipment and use all tools required to perform the duties listed in this document and to use them effectively in the operating environments encountered in this job.
- Must be able to read account ledger, record individual account numbers, and calculate charges.
- Must be able to record truck weight and determine net weight of waste.
- Must be able to estimate cubic yard volumes.
- Must be able to perform sample collection, and minor lab testing on landfill leachate samples.

#### Abilities

- Ability to operate transfer station equipment
- Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals.
- Ability to speak professionally and effectively with customers and other employees of the organization.
- Requires basic IT skills to perform duties including but not limited to proficiency in Microsoft word, Excel and outlook.

## Physical Abilities

- Must be able to regularly lift and/or move up to 50 pounds and occasionally lift and/or move up to 100 pounds.
- Frequently required to stand, walk, use hands to finger, handle, or fell objects, tools, or controls, climb or balance, talk or hear, sit, stoop, kneel, crouch or crawl.
- Specific vision abilities required by this job include close vision, distance vision, peripheral vision, and depth perception
- Sufficient auditory ability to carry on conversations in person and over the phone.

#### Education and Experience

High school diploma or general education degree (GED); or one-year related experience and/or training; or equivalent combination of education and experience.

# Licenses and Certificates

• Will be required to obtain an EPA refrigeration license within one year to allow for the evacuation of refrigerant from discarded appliances.

## Working Conditions

- While performing the duties of this job, the employee is regularly exposed to moving mechanical parts and outside weather conditions.
- The employee is occasionally exposed to fumes or airborne particles, moderate heat, and extreme cold.
- The noise level in the work environment often requires hearing protection to be used.
- The employee has direct contact with the public, sometimes of an adversarial and stressful nature.
- Typically works on a Tuesday through Saturday schedule

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

Employee Signature	Date

# City & Borough of Wrangell

# **Position Description**

Position: Maint Specialist I/Heavy Equip Operator Trainee	Position Number:
Department/Site: Public Works	FLSA: Non-exempt
Evaluated by: Director of Public Works	Salary Grade: 1415

#### **Summary**

Assists with construction, maintenance, repair and alteration of streets, sidewalks, drainage, sewer and water utilities. Operates various public works heavy equipment in performance of Public Works projects and other City department projects. Primarily assists with street and utility work but will also be used to assist and fill in within all public works divisions as needed. Works independently or cooperatively with others under the daily direction and supervision of the Public Works Foreman.

#### **Distinguishing Career Features**

The Maintenance Specialist I is the first step on the multi-stage Maintenance Specialist career path. Promotion to Maintenance Specialist II/Heavy Equipment Operator is required within three years and is possible upon sufficient time and satisfactory performance demonstrating knowledge of how to operate heavy equipment and the ability to satisfy all requirements of that job description.

## **Essential Duties and Responsibilities**

- Assists with road construction, maintenance, and repair of City streets, sidewalks, alleys, and public areas including, but not limited to, grading of gravel roads, pothole repairs on asphalt and concrete roads, marking of crosswalks and painting curbs, sign installation and maintenance, cleaning of catch-basins and ditches, brush removal, sweeping, and removal of snow in winter.
- Assists with sewer, water construction, maintenance, repair and alterations including locating utilities, using heavy equipment and hand tools to excavate utilities without causing additional damage to underground lines, fixtures, and structures, backfilling and compacting the excavation, and repairing the road surface. Installs, maintains, and repairs, fire hydrant system. Will be required to operate various utility tracing and video inspection equipment.
- Keeps detailed records of all work performed and updates utility as-builts as work is performed.
- Assists in locating and laying out grave plots, digging, shoring, and back filling graves, placing caskets and urns in plots, setting grave markers, and leaving Cemetery in satisfactory condition.
- Responsible for the proper and safe use and maintenance of all assigned city equipment.
   Keeps equipment properly fueled and lubricated, performs or assists with tire work, and assists mechanics with repairs or maintenance if needed.
- Participates in all job related training and required safety training. Promotes continuous improvement of workplace safety and environmental practices.
- Will work with various levels of independence under the supervision of the Public Works Foreman and will often work under the direction of other Public Works employees and City departments that require the assistance of Public Works.
- May perform any of various duties required in the operation of the City rock pit,

- including moving rock with dozer, excavator, wheeled loader, or dump truck and operating and maintaining the rock crusher.
- Scheduled and emergency projects occasionally require extended working hours and overtime, especially during winter snow removal efforts.
- Assists with facilities maintenance when extra help or expertise is needed.
- May assist with work within other Public Works divisions as manpower needs arise.

#### Qualifications

#### Knowledge and Skills

 Will be required to participate in other job related training and safety training as it is offered. Examples are flagging training, CPR/First Aid, confined spaces training, etc.

#### Abilities

Ability to read and interpret documents such as project specification and prints, safety rules, operating and maintenance instructions, and procedure manuals. Ability to communicate calmly and effectively with citizens and fellow City employees. Ability to add, subtract, multiply and divide. Ability to perform these operations while often converting between different units of measurement. Ability to apply commonsense understanding to carry out detailed but uninvolved written or oral instructions. Ability to deal with problems involving a few concrete variables in standardized situations. Ability to adapt to situations that frequently are not as anticipated or planned for.

#### Physical Abilities

Requires sufficient ambulatory ability to inspect premises, including some ability to bend, stoop, and walk in confined areas. Sufficient visual acuity to read detailed drawings, recognizing words and numbers. Sufficient auditory ability to carry on conversations in person and over the phone.

#### Education and Experience

Must have a high school diploma or general education degree (GED); or must have sufficient education to clearly read, write, and speak English and have one year of applicable experience in addition to that listed below. Must work effectively and cooperatively with other employees.

#### Licenses and Certificates

- Required to obtain an Alaska Class A Commercial Driver's License (CDL) with tanker endorsement within six months.
- Must satisfy all requirements necessary and advance to "Maintenance Specialist II/ Heavy Equipment Operator" within three(3) years of employment as "Maintenance Specialist I/ Heavy Equipment Operator Trainee".

#### Working Conditions

Work is performed indoors and outdoors where some safety considerations exist from physical labor and equipment operation.

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

Revised 2-1-134-9-24

# Position Description

Position: Water/Wastewater Trt. Plt. Apprentice	Position Number:
Department/Site: Public Works	FLSA: Non-Exempt
Evaluated by: Lead Water and Lead Wastewater Operator and the Director of Public Works	Salary Grade: 4516

# **Summary**

Primarily responsible for the operation, maintenance and repair of the City's water treatment plant and wastewater treatment plant, reservoirs, lagoons, lift stations, and pump stations.

Reports to Wastewater Leadman and Water Leadman on both water and wastewater treatment plant repair and maintenance. Occasionally works with Public Works department on sewer or water repair. May be required to assist Public Works crew in special projects.

# **Distinguishing Career Features**

The Water/Wastewater Treatment Plant Apprentice position is the introductory position in the City and Borough of Wrangell's water and wastewater treatment positions. Advancement to Water/Wastewater Treatment Operator is upon receiving both the Wastewater Treatment Level I and Water Treatment Level I certifications and a letter of competency on water and wastewater treatment plant operations from both water and wastewater department lead men. An Apprentice operator will be under the Maintenance Specialist pay scale until promotion.

# **Essential Duties and Responsibilities**

- Personally operate, repair, and maintain the City's water treatment plant, pressure reduction valves, tanks, and water pumps.
- Personally operate, repair, and maintain the City's wastewater treatment plant, lagoons, lift stations and pump stations.
- Typically works a Monday through Friday schedule.
- Occasionally assist crews in sewer, water and road maintenance, repair and minor alterations.
- Responsible for the proper and safe use and maintenance of all assigned city equipment.
- Adjust the operation of the water and wastewater treatment plant to meet changing low conditions for peak efficiencies of operation. Ensure that water quality standards are being met.
- Performs laboratory tests and chemical analyses of drinking water and wastewater as required. Records temperature, turbidity, color, flow rate, pH, oxygen demand, fecal coliform and chlorine residual.
- Required to maintain logs, reports and records of water and wastewater treatment plant operations and maintenance and adjust control equipment for water plant production. Checks and adjusts flow of chlorine into water system.
- Performs other related work as required.
- Must have basic computer skills, including use of Microsoft's Word, Excel and Outlook programs and the aptitude to learn the SCADA and other technical components of either treatment process.
- Performs other job related duties and responsibilities that support the overall objective of the position, or as assigned by the Water/Wastewater Lead or the Public Works Director.
- This position is subject to call out or call back for emergencies or staff shortages in order to facilitate or sustain operations.

 Participates in all job related training and required safety training; promotes continuous improvement of workplace safety and environmental practices

### **Qualifications**

## Knowledge and Skills

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

#### Abilities

- Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals.
- Requires the ability to work as contributing member of a team, work
  productively and cooperatively with supervisors, other CBW employees, external
  customers, and vendors, and convey a positive image of the City. Ability to work
  with mathematical concepts such as probability and statistical inference, and
  fundamentals of plane and solid geometry.
- Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations.
- Ability to apply commonsense understanding to carry out detailed written or oral instructions.
- Ability to deal with problems involving a few concrete variables in standardized situations.

# Physical Abilities

Frequently required to:

- Stand
- Walk
- Use hands to finger, handle, or fell objects, tools or controls
- Reach with hands and arms
- Climb or balance
- Talk or hear

Frequently required to sit, stoop, kneel, crouch or crawl.

Frequently lift and/or move up to 100 pounds and occasionally lift and/or move more than 100 pounds.

Specific vision abilities required by this job include close vision, distance vision, peripheral vision, and depth perception.

#### Education and Experience

Must have high school diploma or general education degree (GED), or one year related experience and/or training or equivalent combination of education and experience.

Must be able to obtain an Alaska Department of Environmental Conservation Level I certification in both water and wastewater treatment within 1-1/2 years.

#### Licenses and Certificates

Requires a valid driver's license.

## Working Conditions

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Work is performed indoors and outdoors where some safety considerations exist from physical labor and equipment operation. May regularly work in outside weather conditions and is regularly exposed to extreme cold. Frequently works near moving mechanical parts and is frequently exposed to wet and/or humid conditions. Occasionally exposed to fumes or airborne particles, toxic or caustic chemicals, extreme heat, and risk of electrical shock. Noise level in the work environment is usually moderate.

City & Borough of Wrangell Position Description

Position: Sanitation Operator	Position Number:
Department/Site: Public Works	FLSA: Non-exempt
Evaluated by: Director of Public Works and the Sanitation Lead	Salary Grade: 1617

#### **Summary**

Primarily responsible for the operation, maintenance, and repair of the City's Waste Transfer Facility and for garbage collection services throughout the community. Works independently or cooperatively with others under the daily direction and supervision of the Public Works Director and Sanitation Lead.

### **Distinguishing Career Features**

The Sanitation Worker plays an important role in the community, maintaining its general cleanliness, as well as in administering the key municipal asset that is the Waste Transfer Facility.

#### **Essential Duties and Responsibilities**

- Personally operate, repair, and maintain the City's Waste Transfer Facility.
- Personally operate and maintain all sanitation department equipment including, but not limited to, garbage trucks, excavator, tire shear, forklift, bulldozer, and baler.
- Personally maintain the closed municipal landfill in accordance with the landfill postclosure plan.
- Performs scheduled sanitation collection for the community, in all weather and road conditions.
- Operates transfer of sanitation including weighting private loads, determining charges, and handling money and account charges.
- Responsible for the proper and safe use and maintenance of all assigned city equipment.
- Must exhibit strong interpersonal skills to courteously and effectively direct customers to follow local, state, and federal rules for refuse collection and disposal.
- Must read and understand City of Wrangell Ordinances, the landfill post-closure plan, and the Transfer Station Operations Manual. Must operate the facility according to those guidelines.
- Ensures that all waste brought to the landfill is separated by type of material and placed in the proper location.
- Ensures that recyclable materials are separated and shipped to the proper recycling agents.
- Identifies and corrects possible safety or maintenance problems.
- Performs laboratory sample collection of Leachate as required by our permits according
  to the prescribed sample schedule. Ensures that required sampling materials are kept on
  hand. Keeps records of test results and ensures that copies are sent to the proper agencies.
- Identifies possible hazardous substances and ensures that they are kept separate from other
  waste and are either properly stored or turned away from the waste handling facility.
- Maintains logs, reports, and records of transfer station, equipment operations, and maintenance.
- Recovers refrigerant from discarded appliances according to EPA regulations.
- Is responsible for purchasing supplies as needed according to City purchasing guidelines.
- Participates in all job-related training and required safety training; promotes continuous improvement of workplace safety and environmental practices.
- Assists in revising sanitation department methods and procedures to maximize safety and operational efficiency.
- Ensures proper handling and disposal of burnable waste
- Performs other related work as required.

#### **Oualifications**

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### Knowledge and Skills

- Must be able to operate all equipment and use all tools required to perform the duties listed in this document and to use them effectively in the operating environments encountered in this job.
- Must be able to read account ledger, record individual account numbers, and calculate charges.
- Must be able to record truck weight and determine net weight of waste.
- Must be able to estimate cubic yard volumes.
- Must be able to perform sample collection, and minor lab testing on landfill leachate samples.
- Requires basic IT skills to perform duties including but not limited to proficiency in Microsoft word, Excel and outlook.

#### Abilities

- Ability to drive the sanitation truck under severe weather conditions on a defined schedule safely and efficiently.
- Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals.
- Ability to speak professionally and effectively with customers and other employees of the organization.
- Ability to operate transfer station equipment.

## Physical Abilities

- Must be able to regularly lift and/or move up to 50 pounds and occasionally lift and/or move up to 100 pounds.
- Frequently required to stand, walk, use hands to finger, handle, or fell objects, tools, or controls, climb or balance, talk or hear, sit, stoop, kneel, crouch or crawl.
- Specific vision abilities required by this job include close vision, distance vision, peripheral vision, and depth perception
- Sufficient auditory ability to carry on conversations in person and over the phone.

#### Education and Experience

High school diploma or general education degree (GED); or one-year related experience and/or training; or equivalent combination of education and experience.

#### Licenses and Certificates

- Must have a valid Alaska Commercial Driver's License (CDL). This position operates under a DOT mandated random drug testing program.
- Will be required to obtain an EPA refrigeration license within one year to allow for the evacuation of refrigerant from discarded appliances.

## Working Conditions

- While performing the duties of this job, the employee is regularly exposed to moving mechanical parts and outside weather conditions.
- The employee is occasionally exposed to fumes or airborne particles, moderate heat, and extreme cold.
- The noise level in the work environment often requires hearing protection to be used.
- The employee has direct contact with the public, sometimes of an adversarial and stressful nature.
- Typically works a Monday through Friday schedule

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

Employee	Sign	ature
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Item f.

Description

Position: Marine Service Center Relief Operator	Type: Permanent, Full-Time
Department/Site: Harbor Department	FLSA: Non-exempt
Reports to/Evaluated by: HarbormasterPort & Harbor Director	Salary Grade: 1718

## **Summary**

The Marine Service Center Relief Operator daily routine includes but is not limited to safely operating multiple types of heavy equipment to move vessels and materials to designated work and storage areas. Schedules vessel haul-outs, operates the yard equipment and dictates traffic flow and yard usage with all users. Performs preventative maintenance on all Marine Service Center equipment and buildings. Keeps daily OSHA logs for equipment compliance. Performs duties as part of the Department of Homeland Security Port Security Plan.

# **Distinguishing Career Features**

The Marine Service Center Relief Operator is responsible for making sure all equipment and blocking is kept in safe working order. Must be able to operate a 150 & 300-ton Mobile vessel crane and 40-ton hydraulic trailer. Must possess a high regard for safety in the workplace.

# **Essential Duties and Responsibilities**

- Operates and maintains boat handling equipment.
- Check equipment daily for proper fluid levels and general operation including hydraulic lines and fittings, forks and straps condition and report and maintenance/repair issues to Port and Harbor Director and Marine Service Center Leadman.
- Organizes and schedules the hauling, launching and movement of vessels.
- Serves as on-site coordinator of boat yard/port yard.
- Coordinates traffic flow and yard usage with all customers.
- Enforces Yard Rules and promotes "Best Management Practices".
- Translates all relevant billable information to Harbor Office.
- Organizes all yard equipment including blocking and boat stands.
- Properly secure vessels on hydraulic trailer
- Places keel blocks, boat stands and support blocks under vessels in accordance with size of vessel.
- Position hull support blocks and frames against boat bottom for vertical support.
- Works in other sub-departments of port and harbor when Marine Service Center is not running.
- Performs and enforces duties outlined in the Wrangell Port Security Plan.
- Serves as acting Port and Harbor Director and Relief Marine Service Center Coordinator when assigned.

## **Qualifications**

#### Knowledge and Skills

Requires a working knowledge of the principals of vessel handling. Requires a working

knowledge of hull types and the differences associated with hauling them. Requires working knowledge of the safety issues associated with boat yards. Requires working knowledge of boatyard Best Management Practices. Requires working knowledge of vessel blocking procedures. Requires working knowledge of container companies' practices and procedures.

#### Abilities

Ability to operate, or learn to operate, port equipment including but not limited to, boats, forklifts, loaders, hydraulic trailers, pressure washers, Travelift and other mechanical equipment. Ability to coordinate safe traffic flow within yard with all users. Ability to coordinate and schedule haul-outs, launches and any other boat yard activities. Ability to communicate courteously and professionally to customers, coworkers, and members of the general public.

## Physical Abilities

Ability to lift and carry 50 pounds. Ability to work in all weather conditions. Ability to work throughout all hours of the day.

## Education and Experience

High School Diploma or GED.

## Licenses and Certificates

Valid Alaska Driver's License. Valid CDL. Basic First Aid and CPR certificate or the ability to gain certificate within 6 months. Forklift Certificate

# Working Conditions

Work is performed outdoors in all weather conditions and at all hours.

# **Position Description**

Position: Facility Maintenance Specialist	Position Number:
Department/Site: Capital Facilities Department Parks & Recreation Director	FLSA: Non-exempt
Evaluated by: Lead Facility Maintenance Specialist or Capital Facilities Director Parks & Recreation Director	Salary Grade: 19

# **Summary**

The Facility Maintenance Specialist is responsible for the day to day maintenance and repairs of all City & Borough of Wrangell (Borough) buildings and grounds. Occasionally works with other Borough departments, assisting with special projects. Works independently or cooperatively with others under the daily direction and supervision of the Facility Maintenance Specialist Lead.

# **Distinguishing Career Features**

Performs a wide range of maintenance services throughout all Borough-owned facilities. Performs comprehensive mid-level technical maintenance, troubleshooting, and repair of Borough building systems and equipment. May be required to work extended hours, as determined by management or facility need.

# **Essential Duties and Responsibilities**

This list is ILLUSTRATIVE ONLY and is not a comprehensive listing of all functions and tasks performed by incumbents of this class.

- The Facility Maintenance Specialist performs a wide range of skilled work in the repair and maintenance of facility structures, their building systems and equipment for all Borough-owned facilities; resolves emergency situations; ensures that assignments are completed in a safe, proper, and timely manner, while using standardized practices and/or methods.
- Assists the Facility Maintenance Specialist Lead in identifying future facility improvement needs.
- Inspects facilities, systems, equipment, and supplies, on a regular basis, for the purpose of identifying and accomplishing priorities for maintenance and repair.
- Complies with all safety requirements and practices.
- Performs maintenance and repair of all building structures and their systems, including but not limited to, electrical, heating, cooling, ventilation, boilers, plumbing systems, carpentry work for construction, and other maintenance and repair tasks; performs midlevel technical maintenance and repair tasks as appropriate.
- Receives work requests through work orders and/or direct contact. Keeps work order data entry current and maintains computerized maintenance records.
- Investigates and troubleshoots problems with facilities and equipment, and coordinates
  problem resolution as appropriate; responds to emergency breakdowns, and repair
  delinquent equipment on a timely basis.
- Implements and schedules preventative maintenance for all Borough facilities, equipment, and systems, including elevators, heating and air conditioning systems, ventilation systems, digital and pneumatic controls, electrical systems, security and fire alarm systems, fire extinguishers, and office equipment.

- Troubleshoots and resolves or oversees resolution of routine maintenance problems, such as structural problems, cabinet repair, or basic mechanical or other equipment malfunctions.
- Monitors, operates, and troubleshoots the digital HVAC control systems present in in some Borough facilities.
- Participates in all job-related training and required safety training; promotes continuous improvement of workplace safety and environmental practices.
- As appropriate, contacts and coordinates external contractors and service agencies to schedule certain maintenance or repair work and ensures timely and effective work completion. Prepares requisitions for such materials according to established procedures.
- Maintains adequate inventory of necessary spare parts and serviceability of necessary maintenance supplies and equipment: purchases materials, supplies, and/or equipment as appropriate.
- Prepares and maintains records on all maintenance activities and keeps all facility
   Operations & Maintenance manuals up to date.
- Responsible for the proper care and safe use and maintenance of all assigned Borough materials and equipment.
- Assures that required inspections, such as sprinkler, fire alarm, and elevators, take place
  in a timely manner and that deficiencies identified during inspections are addressed in
  a timely manner.
- Assures Borough facilities stay in compliance with OSHA, EPA, Building and Fire Code, and other regulatory requirements.
- This position requires the employee to wear a variety of respirators as part of the job duties. Therefore, the employee must be able to pass a medical evaluation and a quantitative fit test on an annual basis.
- This position may require the employee to enter confined spaces as part of the job duties. Employees that participate or have duties in the Confined Space Program will receive training to ensure that each individual has the understanding, knowledge and skills necessary to safely perform all permit-required confined space operations.
- Occasionally assists other department crews as manpower needs arise.
- May be required to work extended hours, as determined by management or facility needs.
- This position is subject to call-out or call-back at any time due to staff shortages or emergencies, to facilitate and sustain department operations. Must be willing to work odd hours as required by the work environment.
- Keeps track of budget and spending for maintenance accounts.
- Performs other job-related duties and responsibilities that support the overall objectives of the position, or as assigned.

# **Qualifications**

### Knowledge and Skills

- To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and /or ability required for this position. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
- Experience applying the principles of building maintenance and repair and knowledge of materials associated with the construction and maintenance of buildings.
- Building automated control systems and components.
- Methods, tools, materials, and equipment used in all phases of facilities maintenance and repair.

- Basic mathematics, including calculations using fractions, percent, and ratios, to record and compute precise measurements.
- Interpret technical manuals, engineered drawings and specifications, safety rules, operating and maintenance instructions, and procedure manuals.
- Personal computer experience in Windows-based applications for data processing and spreadsheet development and other software as utilized by the department such as work order generation and inventory tracking software, or the ability to learn such software applications.
- Experience in maintenance hazards and safety practices related to building trades, including applicable OSHA standards and safe operation of tools, equipment, and vehicles.

#### Abilities

- Skills are required to perform the duties of the position, with the potential to upgrade skills in order to meet changing job conditions.
- Ability to perform a wide range of physical and manual tasks in both indoor and outdoor environments.
- Broad range of mechanical, electrical, plumbing and carpentry skills.
- Requires sufficient computer and writing skills to prepare reports.
- Ability to perform record keeping functions.
- Ability to communicate professionally and effectively with customers, contractors, design professionals, outside agencies and other employees of the organization.
- Add, subtract, multiply and divide. Ability to perform these operations while often converting between different units of measurement.
- Apply commonsense understanding to carry out detailed written or oral instructions.
- Deal with problems involving a few concrete variables in standardized situations.
- Adapt to situations that are frequently not anticipated or planned for.
- Work independently with minimal direct supervision.

#### Physical Abilities

- Requires sufficient ambulatory ability to inspect premises, including the ability to bend, stoop, crawl, climb, and walk in confined areas. Must be able to work from and perform complicated and physically demanding tasks from ladders, scaffolds, powered manlifts, and other elevated areas.
- Sufficient visual acuity to read detailed drawings, recognizing words and numbers and to drive, read and write, and perform repair work.
- Sufficient auditory ability to carry on conversations in person and over the phone.
- Must be able to regularly lift and/or move up to 50 pounds and occasionally lift and/or move up to 100 pounds, often reaching from awkward positions using hand-eye coordination to insert parts.

# Education and Experience

- Any combination of education, training, and experience which demonstrates an ability to perform the duties and responsibilities as described, including progressively responsible journey-level experience in building maintenance and repair and/or building trades. A typical qualifying entrance background would be four years' experience in the skilled trades.
- A variety of maintenance, equipment operation and construction experience.
- Requires a high school diploma or general education degree (GED), and possess the ability to clearly read, write, and speak English. One year of college or technical level classes related to building maintenance technologies is preferred.

## Licenses and Certificates

- Requires a valid Alaska Driver's License.
- Class 1 Boiler Certificate and EPA 608 Certification preferred.

## Working Conditions

- Work is performed indoors and outdoors where some safety considerations exist from physical labor and equipment operation. Will frequently work in outside weather conditions and will regularly be exposed to extreme cold.
- Will frequently work near moving mechanical parts and is frequently exposed to wet and/or humid conditions.
- Occasionally exposed to fumes or airborne particles, toxic or caustic chemicals, hazardous and obnoxious working conditions, extreme heat, and risk of electrical shock.
- The noise level in the work environment is usually moderated.

# **Position Description**

Position: Port & Harbor Maintenance	Type: Permanent, Full-Time
Department/Site: Harbor Department	FLSA: Non-exempt
Reports to/Evaluated by: HarbormasterPort & Harbor Director	Salary Grade: 1719

## **Summary**

Provides daily maintenance of all Port and Harbor Facilities. Maintains a preventative maintenance program for all Port and Harbor Facilities. The work is performed under the supervision of the Harbormaster-Port & Harbor Director but considerable leeway is granted for the exercise of independent judgment and initiative. The nature of the work requires that an employee maintain effective working relationships with other city departments and employees, State and Federal officials, business and community organizations and the public. Performs duties as part of the Department of Homeland Security Port Security Plan.

# **Distinguishing Career Features**

Port and Harbor Maintenance has considerable responsibility for operations at Port and Harbor Facilities. The post comes with autonomy, but also the duty to coordinate and cooperate with those outside the Harbor Department.

# **Essential Duties and Responsibilities**

- Performs float repair including but not limited to: replacing decking, bull rails, cleats, waterlines, flotation and repairing concrete.
- Performs repair on docks and piers.
- Repairs hydraulic hoists.
- Maintains all Port and harbor equipment in working order, including de-watering pumps, fire extinguishers, outboard motors, four wheelers, snow blowers, chainsaws, pressure washers and any other Port and harbor tools.
- Repairs Port barge ramp facility and other Port related facilities.
- Provides security to all Port and harbor facilities.
- Assigns smaller repair projects to other Port and Harbor personnel when needed.
- Conducts other Port and Harbor related business such as moorage assignment, billing, boatyard duties or other duties assigned by Harbormaster.
- Enforces all Port and harbor ordinances.
- Performs and enforces duties outlined in the Port Security Plan.

## **Qualifications**

### Knowledge and Skills

Requires knowledge of marine construction and maintenance operations. Requires basic carpenter skills. Requires boat handling skills. Requires basic computer skills. Requires the ability to weld steel and aluminum, or ability to learn those skills. Requires basic plumbing skills.

#### Abilities

Ability to operate, or learn to operate port equipment including but not limited to, boats,

forklifts, loaders, four wheelers, snow blowers, pressure washers, drills, saws, welders and other mechanical equipment. Ability to communicate courteously and professionally to customers, coworkers and members of the general public.

## Physical Abilities

Ability to lift and carry 50 pounds. Ability to work in all weather conditions. Ability to work throughout all hours of the day.

# Education and Experience

High school diploma or GED.

## Licenses and Certificates

Requires a valid Alaska Driver's License. Valid CDL. Basic First Aid and CPR certificate or ability to gain certificate within 6 months.

# Working Conditions

Work is performed outdoors in all weather conditions and at all hours.

Position Description

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Position: Sanitation Lead	Position Number:
Department/Site: Public Works	FLSA: Non-exempt
Evaluated by: Director of Public Works	Salary Grade: 1920

## **Summary**

Primarily responsible for the operation, maintenance, and repair of the City's Waste Transfer Facility, for garbage collection services throughout the community, and for the supervision of staff in the sanitation department. Works independently or cooperatively with others under the daily direction and supervision of the Public Works Director.

# **Distinguishing Career Features**

The Sanitation Lead plays an important role in the community, maintaining its general cleanliness, as well as in administering the key municipal asset that is the Waste Transfer Facility.

# **Essential Duties and Responsibilities**

- Personally operate, repair, and maintain the City's Waste Transfer Facility.
- Personally operate and maintain all sanitation department equipment including, but not limited to, garbage trucks, excavator, tire shear, forklift, bulldozer, and baler.
- Personally maintain the closed municipal landfill in accordance with the landfill postclosure plan.
- Performs scheduled sanitation collection for the community, in all weather and road conditions.
- Operates transfer of sanitation including weighting private loads, determining charges, and handling money and account charges.
- Responsible for the proper and safe use and maintenance of all assigned city equipment.
- Must exhibit strong interpersonal skills to courteously and effectively direct customers to follow local, state, and federal rules for refuse collection and disposal.
- Must read and understand City of Wrangell Ordinances, the landfill post-closure plan, and the Transfer Station Operations Manual. Must operate the facility according to those guidelines.
- Ensures that all waste brought to the landfill is separated by type of material and placed in the proper location.
- Ensures that recyclable materials are separated and shipped to the proper recycling agents.
- Identifies and corrects possible safety or maintenance problems.
- Performs laboratory sample collection of Leachate as required by our permits according
  to the prescribed sample schedule. Ensures that required sampling materials are kept on
  hand. Keeps records of test results and ensures that copies are sent to the proper agencies.
- Identifies possible hazardous substances and ensures that they are kept separate from other
  waste and are either properly stored or turned away from the waste handling facility.
- Maintains logs, reports, and records of transfer station, equipment operations, and maintenance.
- Recovers refrigerant from discarded appliances according to EPA regulations.
- Is responsible for purchasing supplies as needed according to City purchasing guidelines.
- Participates in all job-related training and required safety training; promotes continuous improvement of workplace safety and environmental practices.
- Assists in revising sanitation department methods and procedures to maximize safety and operational efficiency.
- Ensures proper handling and disposal of burnable waste
- Performs other related work as required.
- Coordinates with contractors, outside agencies and other departments

- Supervises sanitation related operations
- Supervises sanitation department staff
- Schedules sanitation staff to ensure coverage of operations

## **Qualifications**

#### Knowledge and Skills

- Must be able to operate all equipment and use all tools required to perform the duties listed in this document and to use them effectively in the operating environments encountered in this job.
- Must be able to read account ledger, record individual account numbers, and calculate charges.
- Must be able to record truck weight and determine net weight of waste.
- Must be able to estimate cubic yard volumes.
- Must be able to perform sample collection, and minor lab testing on landfill leachate samples.
- Requires basic IT skills to perform duties including but not limited to proficiency in Microsoft word, Excel and outlook.

#### Abilities

- Ability to drive the sanitation truck under severe weather conditions on a defined schedule safely and efficiently.
- Ability to operate transfer station equipment.
- Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals.
- Ability to speak professionally and effectively with customers and other employees of the organization.

#### Physical Abilities

- Must be able to regularly lift and/or move up to 50 pounds and occasionally lift and/or move up to 100 pounds.
- Frequently required to stand, walk, use hands to finger, handle, or fell objects, tools, or controls, climb or balance, talk or hear, sit, stoop, kneel, crouch or crawl.
- Specific vision abilities required by this job include close vision, distance vision, peripheral vision, and depth perception
- Sufficient auditory ability to carry on conversations in person and over the phone.

# Education and Experience

High school diploma or general education degree (GED); or one-year related experience and/or training; or equivalent combination of education and experience.

#### Licenses and Certificates

- Must have a valid Alaska Commercial Driver's License (CDL). This position operates under a DOT mandated random drug testing program.
- Will be required to obtain an EPA refrigeration license within one year to allow for the evacuation of refrigerant from discarded appliances.

## Working Conditions

- While performing the duties of this job, the employee is regularly exposed to moving mechanical parts and outside weather conditions.
- The employee is occasionally exposed to fumes or airborne particles, moderate heat, and extreme cold.
- The noise level in the work environment often requires hearing protection to be used.
- The employee has direct contact with the public, sometimes of an adversarial and stressful nature.
- Typically works on a Monday through Friday schedule

Item f.

This job/class description describes the general nature of the work pe	erformed, representative duties
as well as the typical qualifications needed for acceptable performa	nce. It is not intended to be a
complete list of all responsibilities, duties, work steps, and skills rec	uired of the job.
Employee Signature	Date

# Position Description

Position: Marine Service Center and Harbor Team Leader	Type: Permanent, Full-Time
Department/Site: Harbor Department	FLSA: Non-exempt
Reports to/Evaluated by: HarbormasterPort & Harbor Director	Salary Grade: 1920

## **Summary**

Performs daily management of the Marine Service Center and Port Yard. Schedules vessel haul-outs, operates the yard equipment and dictates traffic flow and yard usage with all users. Performs "lead" duties in regards to Port and Harbor Staff. Performs duties as part of the Department of Homeland Security Port Security Plan.

# **Distinguishing Career Features**

The Marine Service Center and Harbor Team Leader is responsible for directing many of the staff in the Harbor Department. The position requires a certain degree of knowledge, experience, self directedness, and comfort delegating.

# **Essential Duties and Responsibilities**

- Operates and maintains boat hauling equipment.
- Organizes and schedules the hauling, launching and movement of vessels.
- Serves as on-site coordinator of boat yard/port yard.
- Coordinates traffic flow and yard usage with all customers.
- Enforces Yard Rules and promotes "Best Management Practices".
- Translates all relevant billable information to Harbor Office.
- Serves as the "Lead" position for all port and harbor staff. Creates project lists and gives job assignments as required.
- Works in other sub-departments of port and harbor when Marine Service Center is not running.
- Performs and enforces duties outlined in the Wrangell Port Security Plan.
- Serves as acting Harbormaster when assigned.

# **Qualifications**

#### Knowledge and Skills

Requires a working knowledge of the principals of vessel handling. Requires a working knowledge of hull types and the differences associated with hauling them. Requires working knowledge of the safety issues associated with boat yards. Requires working knowledge of boatyard Best Management Practices. Requires working knowledge of vessel blocking procedures. Requires working knowledge of container companies practices and procedures.

#### Abilities

Ability to operate, or learn to operate port equipment including but not limited to, boats, forklifts, loaders, hydraulic trailers, pressure washers, Travelift and other mechanical equipment. Ability to coordinate safe traffic flow within yard with all users. Ability to coordinate and schedule haul-outs, launches and any other boat yard activities. Ability to

communicate courteously and professionally to customers, coworkers and members of the general public.

# Physical Abilities

Ability to lift and carry 50 pounds. Ability to work in all weather conditions. Ability to work throughout all hours of the day.

# Education and Experience

High School Diploma or GED.

## Licenses and Certificates

Valid Alaska Driver's License. Valid CDL. Basic First Aid and CPR certificate or the ability to gain certificate within 6 months.

# Working Conditions

Work is performed outdoors in all weather conditions and at all hours.

# Position Description

Position:	Skilled Maintenance Specialist III/Heavy Equ	ip Type: Permanent, Full-Time
Operator		
Departmen	t/Site: Public Works	FLSA: Non-exempt
Evaluated 1	by: Director of Public Works & Capital Projects	Salary Grade: 2022

# **Summary**

Performs construction, maintenance, repair and alteration of streets, sidewalks, drainage, sewer and water utilities. Operates all public works heavy equipment in performance of public works projects and other City department projects. Works independently or cooperatively with others under the daily direction and supervision of the Public Works Foreman.

# **Distinguishing Career Features**

The Maintenance Specialist III is the top tier on the multi-stage Maintenance Specialist career path. It requires a high level of knowledge of utilities and heavy construction equipment.

## **Essential Duties and Responsibilities**

- Performs road construction, maintenance, and repair of City streets, sidewalks, alleys, and public areas including, but not limited to, grading of gravel roads, pothole repairs on asphalt and concrete roads, marking of crosswalks and painting curbs, sign installation and maintenance, cleaning of catch-basins and ditches, brush removal, sweeping, and removal of snow in winter.
- Performs sewer, water construction, maintenance, repair and alterations including locating utilities, using heavy equipment and hand tools to excavate utilities without causing additional damage to underground lines, selecting and installing the proper tools and materials to perform the job at hand, backfilling and compacting the excavation, and repairing the road surface. Must have a working knowledge and be qualified in the use of all specialized tools required for performance of the job, including but not limited to hot-tapping tools, HDPE fusion, tracing, and video inspection equipment.
- Installs, maintains, and repairs fire hydrant systems.
- Keeps detailed records of all work performed and updates utility as-builts as work is performed.
- Identifies problems with streets, utilities, and equipment and reports them to the proper supervisor. Assists with finding the best solution to various tasks.
- Performs the locating and lying out of grave plots, digging, shoring, and back filling graves, placing caskets and urns in plots, setting grave markers, and leaving Cemetery in satisfactory condition.
- Responsible for the proper and safe use and maintenance of all assigned City equipment.
   Keeps equipment properly fueled and lubricated, performs or assists with tire work, and assists mechanics with repairs or maintenance if needed.
- Participates in all job related training and required safety training. Promotes continuous improvement of workplace safety and environmental practices.
- Will work with various levels of independence under the supervision of the Public Works Foreman and will occasionally work under the direction of other City departments that require the assistance of Public Works. Will also occasionally be responsible to

- direct the work of others working on Public Works projects. Assists in the training of Maintenance Specialist I and II personnel.
- Will perform any of various duties required in the operation of the City rock pit, including moving rock with dozer, excavator, wheeled loader, or dump truck and operating and maintaining the rock crusher.
- Scheduled and emergency projects occasionally require extended working hours and overtime, especially during the winter for snow removal.
- Assists with facilities maintenance when extra help or expertise is needed.
- May assist with work within other Public Works divisions as manpower needs arise.
- Must work effectively and cooperatively with and often direct other employees.
- Uses survey equipment to layout projects and check grades.

## Qualifications

## Knowledge and Skills

- Ability to read and interpret documents such as project specification and prints, safety rules, operating and maintenance instructions, and procedure manuals.
- Ability to communicate calmly and effectively with citizens and fellow City employees.

#### Abilities

- Ability to add, subtract, multiply and divide. Ability to perform these operations while often converting between different units of measurement. Ability to apply commonsense understanding to carry out detailed but uninvolved written or oral instructions. Ability to deal with problems involving a few concrete variables in standardized situations.
- Ability to adapt to situations that frequently are not anticipated or planned for.

## Physical Abilities

Requires sufficient ambulatory ability to inspect premises, including some ability to bend, stoop, and walk in confined areas. Sufficient visual acuity to read detailed drawings, recognizing words and numbers. Sufficient auditory ability to carry on conversations in person and over the phone.

### Education and Experience

- Must have a High school diploma or general education degree (GED).
- Must have a minimum of five years experience in operating heavy motorized construction equipment such as: track excavator, front end loader, motor grader, etc. and be highly proficient in operation of all Public Works equipment. Proficiency will be determined by the Public Works Director and Public Works Foreman.
- Must have at least four years of experience installing and repairing sewer and water utilities.
- Must have sufficient skills necessary to operate heavy equipment effectively, safely, and responsibly in emergency situations, in inclement weather conditions, and in tight quarters on City streets in close proximity with pedestrians, vehicles, and structures.
- Must have knowledge in surveying and proper operation of surveying equipment, such as: properly setting up and reading transit level and grade rod for proper layout of projects.
- Will be required to participate in other job related training and safety training as it is offered. Examples are flagging training, CPR/First Aid, confined spaces training, etc.

#### Licenses and Certificates

- Must have a valid Alaska Class A Commercial Driver's License (CDL) with a tanker endorsement.
- Must have and maintain State of Alaska DEC level one licenses in water distribution and wastewater collection.

# Working Conditions

Work is performed indoors and outdoors where some safety considerations exist from physical labor and equipment operation.

# Position Description

Revised: 04-09-2024

Position: Wastewater Treatment Operator Lead	Type: Permanent, Full-Time
Department/Site: Public Works	FLSA: Non-Exempt
Evaluated by: Director of Public Works & Capital Projects	Salary Grade: 2324

# **Summary**

The Wastewater Treatment Operator Lead is responsible for the day-to-day operation of the City's wastewater treatment plant, lagoons, lift stations, pump stations and related equipment for wastewater treatment process and storm water management, either personally or through subordinate staff.

Works daily with Water Treatment Operator Lead and Operator on both wastewater and water repair and maintenance of the water treatment plant systems, the water supply reservoirs and related equipment as needed.

Occasionally works with Public Works Department on sewer or water repair. May be required to assist Public Works crew in special projects and winter road maintenance. Works independently and cooperatively with others. Works closely with and under the supervision of the Public Works Director.

# **Distinguishing Career Features**

The Wastewater Treatment Operator Lead is the top step on the multi-stage Water/Wastewater Treatment Operator career path. The Wastewater Treatment Operator Lead is usually more experienced than the Water/Wastewater Treatment Operator and the Water/Wastewater Treatment Apprentice and provides leadership, mentorship and training to other operational staff, and serves in a lead capacity for operations.

The Wastewater Department Lead works directly on projects and closely supervises employees, primarily in the wastewater department, but occasionally in the water department as needed. Responsibilities include planning and implementing work, appraising performance, addressing complaints and resolving problems.

## **Essential Duties and Responsibilities**

- Operates, repairs and maintains the City's Wastewater Treatment Plant, lagoons, lift stations, and pump stations. Perform daily checks of the wastewater treatment process and periodic checks of pump stations.
- Ensures that required wastewater permits are kept current.
- Works cooperatively with various government agencies involved in the regulation of wastewater permits and operations.
- Coordinates and assists in work needed to be done to ensure efficient operations of wastewater infrastructure including wastewater treatment plant and sewer lift and pump stations. Occasionally assists crews in sewer, water and road maintenance, repair and minor alterations.
- Follows established guidelines in operation of sewer grinder pumps, lift stations, compressors, and wastewater treatment plant.

- Monitors wastewater treatment plant operations for compliance with codes, specifications, workmanship, maintenance and safe work practices.
- Participates in all job related training and required safety training and ensures that all staff are performing work in a safe manner; promotes continuous improvement of workplace safety and environmental practices.
- Coordinates work and personally assists subordinates to ensure proper operation of the wastewater plant to maintain compliance with all pertinent federal, state, and local regulations.
- Inspects work in progress and for completion for compliance with codes, specifications, workmanship and safe work practices.
- Assists Public Works with operation, maintenance, testing and reporting of municipal water distribution and wastewater collection systems.
- Assesses equipment and supply needs for water and wastewater department operation and projects.
- Obtains pricing and recommends purchases of supplies to the Director of Public Works.
- Responsible for and directs the training of wastewater/water apprentices and operators.
- Oversees the training, continuing education, and maintenance of required licensing and certifications of supervised employees.
- Required to assist water personnel in the maintenance and repair of the water treatment plant and related equipment and the water supply reservoirs relevant to the operation of the water collection system.
- Assists the Public Works Director in setting adequate budget levels for the Sewer Department.
- Responsible for the daily operation, maintenance, testing, and reporting of the wastewater treatment facilities and as needed.
- Responsible for the proper and safe use and maintenance of all assigned city equipment.
- Adjusts the control equipment and operations of the wastewater treatment plant to meet changing flow conditions for peak efficiencies of operation. Ensures that water quality standards are being met to the highest extent possible considering possible limitations of the treatment plant.
- Required to prepare and maintain records of wastewater treatment plant operations and maintenance, including inspection sheets, logs, and flow charts; prepares daily reports of analysis and test results for laboratory and regulatory agencies; enters data to computer.
- Tends influent pumps, blowers, feed pumps, dry and wet chemical feeders, aerators, diffusers, wet wells, and other equipment used to decontaminate wastewater; reads and records effluent flow and temperatures.
- Inspects, maintains and cleans aeration and sedimentation basins, filters, weirs, vaults, and mechanical screens.
- Collects samples of influent and treated water and completes chemical laboratory tests and analysis in the process of treatment of water/wastewater.
- Determines and performs sludge wasting from aeration basin.
- Responsible for the operation of the water treatment plant when the Water Treatment Operator Lead is not available, or as needed for water systems training purposes.
- May discuss with customers problems with wastewater systems and pump stations.
- Evaluates and revises wastewater department methods and procedures to maximize safety and operational efficiency.
- Supervises and trains lower-level employees.
- Works aggressively and proactively to prevent exposure of employees and the public to wastewater and its pollutants
- This position is subject to call-out or call-back at any time due to staff shortages or emergencies in order to facilitate and sustain plant operations. Must be willing to work odd hours as required by the work environment.
- This position requires the employee to enter confined spaces as part of the job duties.

- Employees that participate or have duties in the Confined Space Program will receive training to ensure that each individual has the understanding, knowledge and skills necessary to safely perform all permit-required confined space operations.
- This position requires the employee to wear a variety of respirators as part of the job duties. Therefore, the employee must be able to pass a medical evaluation and a quantitative fit test on an annual basis.
- Performs other job-related duties and responsibilities as required and assigned by the Public Works Director.

#### **Qualifications**

#### Knowledge and Skills

- To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
- Must have knowledge and operating experience of all aspects of the wastewater treatment plant, characteristics of wastewater, and proper maintenance procedure to be in compliance with local, state and federal laws regulating wastewater treatment plant operations.
- Must have knowledge and operating experience of basic lab equipment. Must have knowledge and be able to monitor Supervisory Control And Data Acquisition (SCADA) systems in order to ensure proper plant operation.
- Must have basic computer skills, including use of Microsoft's Word, Excel and Outlook programs.
- Must have knowledge of all pertinent state and federal rules governing the treatment of wastewater, including Alaska Clean Water Act and National Pollution Discharge Elimination System.
- OHSA regulations as they apply to water treatment personnel and OSHA guidelines related to large water treatment facilities.
- Must have good reasoning abilities and skills relating to problem solving.
- Will be required to participate in other job related training and safety training as it is offered. Examples are flagging training, CPR/First Aid, confined spaces training, etc.
- Must have sufficient knowledge of water treatment plant operations and maintenance to operate the water treatment plant when the Water Treatment Lead is not available.

### Abilities

- Ability to read and interpret documents such as project specifications and drawings, safety rules, operating and maintenance instructions, and procedure manuals.
- Ability to speak effectively with customers, contractors, design professionals, outside agencies, and other employees of the organization.
- Ability to perform math and to apply concepts such as fractions, percentages, ratios, and proportions to practical situations.
- Ability to apply commonsense understanding to carry out detailed but uninvolved written or oral instructions. Ability to deal with problems involving concrete variables in standardized situations.
- Ability to use common hand tools to operate equipment and perform maintenance tasks
- Ability to adapt to situations that frequently are not anticipated or planned for.

#### Physical Abilities

• Frequently required to stand, walk, use hands to finger, handle, or fell objects, tools, or controls, climb or balance, talk or hear, sit, stoop, kneel, crouch or crawl.

- Must frequently lift and/or move up to 50 pounds and occasionally lift or move more than 100 pounds of equipment, drums, and chemicals for distances of 20 feet or more with the assistance of a hand cart or power equipment.
- Requires near and far visual acuity to drive, read and write, read detailed drawings and perform repair work.
- Sufficient auditory ability to carry on conversations in person and over the phone.

# Education and Experience

- Any combination of training, education and experience which demonstrates an ability to perform the duties of the position. The typical qualifying entrance background are courses in wastewater treatment and sewer works practice and a minimum of four years of increasingly responsible experience in the operations and maintenance of a Class I wastewater treatment facility.
- Must have an understanding of the workings of wastewater collection systems and their components, to include pump station installation and operation and all facets of wastewater sampling for ADEC and EPA requirements.
- Must have an understanding of water distribution systems to include meters and PRVs maintenance and repairs and basic trouble shooting of said systems.
- Must have sufficient skills necessary to operate related equipment effectively, safely, and responsibly.
- Requires a minimum high school diploma or general education degree (GED), and
  possess the ability to clearly read, write, and speak English. One year of college or
  technical level classes related to wastewater technology is preferred.

#### Licenses and Certificates

- Must have an Alaska Department of Environmental Conservation Level I certification in wastewater treatment and must maintain a Level I through employment.
- Must have an Alaska Department of Environmental Conservation Level II certification in water treatment within one year of employment and must maintain through employment.
- Must have and maintain State of Alaska DEC level I certification for water distribution and wastewater collection and must maintain through employment.
- Must be responsible for acquiring ADEC-required Continuing Education Units (CEUs) to maintain certifications.
- The cost for required certification renewals and their associated CEUs shall be paid by the Employer.

## Working Conditions

Work is performed indoors and outdoors where some safety considerations exist from observing physical labor and equipment operation. Will frequently work in outside weather conditions and will regularly be exposed to extreme cold. Will frequently work near moving mechanical parts and is frequently exposed to wet and/or humid conditions. Occasionally exposed to fumes or airborne particles, toxic or caustic chemicals, extreme heat, and risk of electrical shock. The noise level in the work environment is usually moderated.

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

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Signatures inserted on this job description confirm that it has been reviewed by the employee an his/her direct supervisor and that a clear understanding of the expectations of this position exists.		
Employee Signature	Date	
Supervisor or Department Head	Date	

# Position Description

Position: Public Works Foreman	Position Number:
Department/Site: Public Works	FLSA: Non-exempt
Evaluated by: Director of Public Works	Salary Grade: 2325

# **Summary**

Responsible for the construction, maintenance, repair and alteration of streets, sidewalks, drainage, and sewer, water, and sanitation utilities. Directs and coordinates activities of City departments of public works and utilities by performing the following duties personally or through subordinate staff.

# **Distinguishing Career Features**

The Public Works Foreman works directly on projects and closely supervises employees in the various divisions of Public works and others as directed. Responsibilities include planning, assigning, and directing work, appraising performance, addressing complaints, and resolving problems. The Public Works Foreman is thus usually more experienced than the rest of the crew on a project, and so serves as a source of leadership, knowledge, and direction. Works closely with the Director of Public Works.

# **Essential Duties and Responsibilities**

- Coordinates work and personally assists crews to ensure prompt and efficient removal of snow from the City's streets, sidewalks, alleys, and public areas.
- Coordinates work and personally assists crews in sewer, water, road construction, maintenance, and repair.
- Operates various public works heavy equipment in performance of Public Works projects and other City department projects.
- Inspects work in progress and for completion for compliance with codes, specifications, workmanship, and safe work practices.
- Oversees the operation, maintenance, testing and reporting of municipal water distribution, wastewater collection, and storm water collection systems.
- Assists operations of the sanitation department as needed.
- Oversees and assists in the maintenance of the Municipality owned buildings.
- Assesses equipment and supply needs for streets, Sewer, Water, and sanitation department operation and projects.
- Obtains pricing and recommends purchases of supplies to the Director of Public Works.
- Performs construction, maintenance, and repair of City streets, sidewalks, alleys, and public areas including, but not limited to, grading of gravel roads, pothole repairs on asphalt and concrete roads, marking of crosswalks and painting curbs, sign installation and maintenance, cleaning of catch-basins and ditches, and removal of snow in winter.
- Performs sewer, water construction, maintenance, repair and alterations including locating utilities, using heavy equipment and hand tools to excavate utilities without causing additional damage to underground lines, selecting and installing the proper tools and materials to perform the job at hand, backfilling and compacting the excavation, and repairing the road surface.

Revised: 04-09-20248-23-2022

- Will be required to operate various utility tracing and video inspection equipment. Installs, maintains, and repairs fire hydrant system.
- Keeps detailed records of all work performed and updates utility as-builts as work is performed.
- Identifies problems with streets, utilities, and equipment and determines the best course of action to correct these problems.
- Performs the locating and lying out of grave plots, digging, shoring, and back filling graves, placing caskets and urns in plots, setting grave markers, and leaving Cemetery in satisfactory condition.
- Responsible for the proper and safe use and maintenance of all assigned city equipment. Keeps equipment properly fueled and lubricated, performs, or assists with tire work, and assists mechanics with repairs or maintenance if needed.
- Participates in all job-related training and required safety training and ensures that all staff are performing work in a safe manner.; promotes continuous improvement of workplace safety and environmental practices.
- Responsible for, performs, and/or directs the training of Maintenance Specialist
   I/ Heavy Equipment Operator Trainee.
- Oversees the training, continuing education, and maintenance of required licensing and certifications of supervised employees.
- Will perform any of various duties required in the operation of the City rock pit, including moving rock with dozer, excavator, wheeled loader, or dump truck and operating and maintaining the rock crusher.
- Scheduled and emergency projects occasionally require extended working hours and overtime, especially during winter snow removal efforts.
- May assist with work within other Public Works divisions as manpower needs arise
- Uses survey equipment to layout projects and check grades.
- Develops cost estimates for work to be performed by Public Works and prepares accurate invoices for work charged to other departments or the public.
- Assists the Public Works Director in setting adequate budget levels for the departments of Public Works.
- Performs other job-related duties and responsibilities as assigned by the Public Works Superintendent.

## **Qualifications**

# Knowledge and Skills

- Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals.
- Ability to speak effectively before customers, contractors, employees of others City departments, or other agencies.
- Ability to perform math up to basic geometry.
- Ability to read and interpret engineered drawings and project specifications.
- Ability to perform these operations using units of American money and weight measurement, volume, and distance.

## Abilities

 Must have knowledge and operating experience of backhoes, wheeled loaders, motor graders, cranes, track excavators, dozers, dump trucks, rollers, pumps, and other small equipment.

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 Will be required to participate in other job-related training and safety training as it is offered. Examples are flagging training, CPR/First Aid, confined spaces training, etc.

# • Physical Abilities

Requires sufficient ambulatory ability to inspect premises, including some ability to bend, stoop, and walk in confined areas. Sufficient visual acuity to read detailed drawings, recognizing words and numbers. Sufficient auditory ability to carry on conversations in person and over the phone.

# Education and Experience

- Must have a high school diploma or general education degree (GED) or must have sufficient education to clearly read, write, and speak English and have two years of applicable experience in addition to that listed below.
- Must have a minimum of five years' experience in operating heavy motorized construction equipment such as: track excavator, front end loader, motor grader, etc. and be highly proficient in operation of all Public Works equipment.
- Must have at least four years of experience installing and repairing sewer and water utilities.
- Must have sufficient skills necessary to operate heavy equipment effectively, safely, and responsibly in emergency situations, in inclement weather conditions, and in tight quarters on City streets in close proximity with pedestrians, vehicles, and structures.
- Must have knowledge in surveying and proper operation of surveying equipment, such as: properly setting up and reading transit level and grade rod for proper layout of projects.
- Must effectively and cooperatively work with and direct the work of other employees.

#### Licenses and Certificates

- Must have an Alaska Class-A Commercial Driver's License (CDL) with a tanker endorsement.
- Must have and maintain State of Alaska DEC level two licenses in water distribution and wastewater collection.

### Working Conditions

Work is performed indoors and outdoors where some safety considerations exist from physical labor and equipment operation.

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Position: Water Treatment Operator Lead	Type: Permanent, Full-Time
Department/Site: Public Works	FLSA: Non-exempt
Evaluated by: Director of Public Works	Salary Grade: 2526

## **Summary**

The Water Treatment Operator Lead is responsible for the day-to-day operation of the City's surface water treatment plant, the water supply reservoirs and related equipment, either personally or through subordinate staff.

Responsibilities include performing process control sample collection, sample analysis, and modifying chemical and physical parameters in order to adjust the treatment process. A Water Treatment Operator Lead collects samples of influent and effluent at various stages of processing to ensure high quality drinking water.

Works daily with Wastewater Treatment Operator Lead/ and Operators on both water and wastewater repair and maintenance of collection system pump stations, pumps and related equipment as needed.

Occasionally works with Public Works Department on sewer or water repair. May be required to assist Public Works crew in special projects and winter road maintenance. Works independently and cooperatively with others. Works closely with and under the supervision of the Public Works Director .

# **Distinguishing Career Features**

The Water Treatment Operator Lead is the final step on the multi-stage Water/Wastewater Treatment Operator career path. The Water Treatment Operator Lead is supervises the Water/Wastewater Treatment Operator and the Water/Wastewater Treatment Apprentice and provides leadership, mentorship and training to other operational staff and serves in a lead capacity for operations.

The Water Treatment Operator Lead works directly on projects and closely supervises employees, primarily in the water department, but occasionally in the wastewater department as needed. Responsibilities include planning and implementing work, appraising performance, addressing complaints and resolving problems.

# **Essential Duties and Responsibilities**

- Operates and maintains the City's Water Treatment Plant, reservoirs and storage tanks.
- Ensures that required water treatment permits are kept current.
- Typically works a Monday through Friday schedule.
- Coordinates work and personally assists subordinates to ensure proper operation of the water plant to maintain compliance with all pertinent federal, state, and local regulations.
- Works cooperatively with various government agencies involved in the regulation of drinking water permits and operations. Inspects work in progress through completion for compliance with codes, specifications, workmanship and safe work practices.

- Assists Public Works with operation, maintenance, testing and reporting of municipal water distribution and wastewater collection systems.
- Assesses equipment and supply needs for water and wastewater department operation and projects.
- Obtains pricing and recommends purchases of supplies to the Director of Public Works.
- Responsible for and directs the training of water/wastewater apprentices and operators.
- Oversees the training, continuing education, and maintenance of required licensing and certifications of supervised employees.
- Assists wastewater personnel in the maintenance and repair of lift stations and pumps relevant to the operation of the wastewater collection system.
- Occasionally assists crews in sewer, water and road maintenance, repair and minor alterations.
- Assists the Public Works Director in setting adequate budget levels for the Water Department. Coordinates and assists in work needed to be done to ensure efficient operation of water infrastructure including water treatment plant operation, water storage tank maintenance, and reservoir and dam maintenance.
- Follows established guidelines in operation of high pressure pumps, chemical generation and injection systems, slow sand filters, and roughing filters. Inspects city reservoirs and water tanks.
- Monitors water treatment plant operation for compliance with codes, specifications, workmanship maintenance and safe work practices.
- Participates in all job related training, required safety training and ensures that all staff are performing work in a safe manner; promotes continuous improvement of workplace safety and environmental practices. Responsible for the daily operation, maintenance, testing and reporting of the water treatment facilities.
- Responsible for the proper, safe use and maintenance of all assigned city equipment.
- Adjusts the operation of the water treatment plant to meet changing flow conditions for peak efficiencies of operation. Ensures that water quality standards are being met to the highest extent possible, considering possible limitations of the treatment plant.
- Performs laboratory tests and chemical analysis of influent and treated water as required.
   Records temperature, turbidity, color, flow rate, pH, chlorine residual, and other data as required by regulations and/or to verify the proper operation of the water treatment plant.
- Required to maintain logs, reports, and records of water treatment plant operations and maintenance.
- Maintains and adjusts control equipment for water plant production. Checks and adjusts flow of chlorine into water system.
- Responsible for the operation of the wastewater treatment plant when the Wastewater Treatment Operator Lead is not available, or as needed for wastewater systems training purposes.
- May be required to communicate problems with customers related to water quality, excessive consumption or special problems with treated water.
- Evaluates and revises water department methods and procedures to maximize safety and operational efficiency.
- Supervises and trains lower-level employees.
- This position is subject to call-out or call-back at any time due to staff shortages or emergencies in order to facilitate and sustain plant operations. Must be willing to work odd hours as required by the work environment.
- This position requires the employee to enter confined spaces as part of the job duties. Employees that participate or have duties in the Confined Space Program will receive training to ensure that each individual has the understanding, knowledge and skills necessary to safely perform all permit-required confined space operations.
- This position requires the employee to wear a variety of respirators as part of the job duties.
   Therefore, the employee must be able to pass a medical evaluation and a quantitative fit

test on an annual basis. Performs other job-related duties and responsibilities as required and assigned by the Public Works Director.

# Qualifications

#### Knowledge and Skills

- To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and /or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
- Must have knowledge and operating experience in plant operations, chemistry related to plant operation, water production and water/wastewater treatment processes.
- Must have knowledge and operating experience of basic lab equipment such as turbidimeters, p/h meters, colorimeters, pumps, and other small equipment.
- Must have knowledge and operating experience of all aspects of the water treatment plant, characteristics of water, proper maintenance procedure in accordance with local, state and federal laws regulating water treatment plant operations, including Safe Drinking Water Act, Enhanced Surface Water Treatment Rule and Disinfectant/Disinfection By-Products Rule.
- The requirements listed below are representative of the knowledge, skill, and /or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
- Must have knowledge of and meet OHSA regulations as they apply to water treatment personnel and OSHA guidelines related to large water treatment facilities.
- Must have knowledge and be able to monitor Supervisory Control And Data Acquisition (SCADA) systems in order to ensure proper plant operation.
- Must have basic computer skills, including use of Microsoft's Word, Excel and Outlook programs.
- Must have knowledge of all pertinent state and federal rules governing the treatment of water.
- Will be required to participate in other job related training and safety training as it is offered. Examples are flagging training, CPR/First Aid, confined spaces training, etc.
- Must have sufficient knowledge of wastewater treatment plant operations and maintenance to operate the wastewater treatment plant when the Wastewater Treatment Operator Lead is not available.

# Abilities

- Ability to read and interpret documents such as project specifications and drawings, safety rules, operating and maintenance instructions, and procedure manuals.
- Ability to speak effectively with customers, contractors, design professionals, outside agencies and other employees of the organization.
- Ability to perform basic math up to basic geometry and algebra. Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations.
- Ability to apply commonsense understanding to carry out detailed \written or oral instructions. Ability to deal with problems involving a few concrete variables in standardized situations.

- Ability to use common hand tools to operate equipment and perform maintenance tasks
- Ability to adapt to situations that frequently are not anticipated or planned for.

#### Physical Abilities

- Frequently required to stand, walk, use hands to finger, handle, or fell objects, tools, or controls, climb or balance, talk or hear, sit, stoop, kneel, crouch or crawl.
- Must frequently lift and/or move up to 50 pounds and occasionally lift and/or move more than 100 pounds of equipment, drums, and chemicals for distances of 20 feet or more with the assistance of a hand cart or power equipment.
- Sufficient auditory ability to carry on conversations in person and over the phone.
- Requires near and far visual acuity to drive, read and write, read detailed drawings and perform repair work.

## Education and Experience

- Any combination of training, education and experience which demonstrates an ability to perform the duties of the position. The typical qualifying entrance background are courses in water treatment and water works practice and four years of progressively responsible experience in the operations and maintenance of a Class III water treatment facility.
- Must have an understanding of the workings of water distribution systems and their components, to include meter installation and operation and all facets of water sampling for ADEC and EPA requirements.
- Must have an understanding of wastewater collections systems to include pump maintenance and repairs and basic trouble shooting of said systems.
- Must have sufficient skills necessary to operate related equipment effectively, safely, and responsibly.
- Requires a minimum high school diploma or general education degree (GED), and
  possess the ability to clearly read, write, and speak English. One year of college or
  technical level classes related to water technology is preferred.

## Licenses and Certificates

- Must have an Alaska Department of Environmental Conservation Level III certification in water treatment and must maintain a Level III through employment.
- Must have an Alaska Department of Environmental Conservation Level II certification in wastewater treatment within two years of employment and must maintain through employment.
- Must have or be able to obtain within a reasonable timeframe, a State of Alaska DEC level I certification for water distribution and for wastewater collection and must be able to maintain both through employment.
- Must be responsible for acquiring ADEC-required Continuing Education Units (CEUs) to maintain certifications.
- The cost for required certification renewals and their associated CEUs shall be paid by the Employer.

#### Working Conditions

Work is performed indoors and outdoors where some safety considerations exist from observing physical labor and equipment operation. Will frequently work in outside weather conditions and will regularly be exposed to extreme cold. Will frequently work near moving mechanical parts and is frequently exposed to wet and/or humid conditions. Occasionally exposed to fumes or airborne particles, toxic or caustic chemicals, extreme heat, and risk of electrical shock. The noise level in the work environment is usually moderated.

Signatures inserted on this job description confirm that it has been reviewed by the employee and his/her direct supervisor and that a clear understanding of the expectations of this position exists.		
Employee Signature	Date	
Supervisor or Department Head	Date	

# City & Borough of Wrangell Position Description

Position: Electrical Line Foreman	Type: Permanent, Full-Time
Department/Site: Light Department	FLSA: non-exempt
Evaluated by: Electrical Superintendent Electrical Utility	Salary Grade: 2928

## **Summary**

To maintain Borough primary and secondary electrical distribution and supervise Line Crew. Operate stand by diesel generators when required

# **Distinguishing Career Features**

The Electrical Line Foreman is a supervisory position for work on electrical projects in Wrangell. The Electrical Line Foreman is more senior and experienced than the electrical linemen and apprentices. The Electrical Line Foreman bears responsibility for keeping electrical equipment in good shape and making sure projects run effectively.

# **Essential Duties and Responsibilities**

- Performs regular maintenance duties such as primary and secondary line repair.
   Supervise and directs brush cutting. May perform periodic meter reading as necessary.
- Performs repairs and replacement of power distribution components, substations, and the power plant facility. Replaces or repairs street lights, sets power poles, and constructs new electrical structures. Ensures that all duties are performed in a safe and efficient manner.
- Oversees, directs, and assists electrical workers on projects. Purchases materials and tools as appropriate and approved by Electrical Superintendent. Maintains a complete inventory of line repair and project supplies. May assist in the design of new projects as assigned.
- Performs other related duties as required or assigned. Works cooperatively with other employees, external agencies, and the public.
- Operates diesel generators when required.

## **Qualifications**

## Knowledge and Skills

- Requires extensive line maintenance experience and a thorough knowledge of tool and equipment handling.
- Requires thorough knowledge of primary and secondary line repair, maintenance and construction. Requires verbal interpersonal skills to work effectively with telephone and cable companies that share utility poles. Requires some construction experience and knowledge of lighting and structural repair and pole setting.
- Requires supervisory skills to delegate tasks and ensure safe and proper completion of duties.
- Requires some experience with designing new electrical structures.
- Requires willingness to perform various job-related duties as situations arise.
- Requires the ability to work toward designing new electrical structures.
- Requires a strong sense of teamwork, and ability to work cooperatively with

Electrical Line Foreman Revised: 04-09-2024 7-25-17

others.

• Knowledge of diesel generator operation preferred.

#### Abilities

Requires ability to work irregular hours under sometimes severe weather and working conditions. Requires the ability to recognize safety hazards and correct them as needed. Requires an attention to detail and ability to keep complete inventory records.

#### Physical Abilities

Ability to be physically active, demanding duties such as climbing power poles and lifting heavy materials, and working with heavy equipment during irregular hours and in severe weather

### Education and Experience

Requires four (4) years of electrical lineworker apprenticeship and preferably five (5) years of journey lineworker experience.

# Licenses and Certificates

Requires class (A) CDL and medical certificate. Requires State of Alaska Linemen's Certificate of Fitness, or the necessary documentation to obtain an Alaska Certificate of Fitness.

## Working Conditions

Work takes place during irregular hours under sometimes severe weather equipment and bodies of water, with significant safety concerns

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

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

	DATE:	April 9, 2024
AGENDA ITEM TITLE:	Agenda Section	13

RESOLUTION No. 04-24-1856 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, PROVIDING FOR SEVERAL AMENDEMENTS TO NON-UNION JOB DESCRIPTIONS AND AMENDING THE NON-UNION WAGE AND GRADE TABLE AND PROVIDING FOR AN EFFECTIVE DATE

DATE						
SUBMITT	ED BY:	FISCA	L NOTI	<u> </u>		
		Expend	liture R	Required:		
Mason Villa	arma, Interim Borough Manager					
		Amoun	t Budge	eted:		
			\$0			
Reviews	/Approvals/Recommendations	Accour	nt Numb	oer(s):		
Reviews	Tipprovais/ Recommendations					
		Accour	it Name	e(s):		
Name(s)						
Name(s)		Unenci	ımbere	d Balance(s) (p	rior to	
	Attorney	expend	liture):	See Agenda Sta	tement	
	Incurance					

Attachments: 1. Res no. 04-24-1856 2. Exhibit A – Job Descriptions (amended) 3. Exhibit B – Non-Union Wage and Grade Table.

# **RECOMMENDATION MOTION:**

Move to approve Resolution No. 04-24-1856.

#### **SUMMARY STATEMENT:**

With the approval of the IBEW Collective Bargaining Agreement, there were several job descriptions that required adjustments to provide parity for similar roles across the Borough. Since the assembly's desire is to address non-union and union collectively, in reviewing the non-union wage & grade table, it was apparent that several job descriptions need to be adjusted. The following are the recommended adjustments:

Position	Current	New Grade
	Grade	
Recreation Coordinator	12	13
Public Works Administrative Assistant	15	14
Property & Sales Tax Accounting Clerk	13	15
Accounting Clerk Accounts Payable Clerk	13	15
Utility Clerk	13	15
Accounting Generalist Senior Staff Accountant	18	18
Controller	30	33
Marketing and Community Development Coordinator	15	18
Police Probationary Officer	21	19
Police Officer	23	20
Police Seargent	25	21
Police Lieutenant	26	22
Parks & Recreation Director	24	30
Economic Development – Planning Director	28	33
Finance Director (adding back to W&G Table)	Contracted	37
Capital Facilities Director	30	35
Fire Chief	24	28
Police Chief	35	39
Library Director	19	26
Nolan Center Director	24	28
Public Works Director	30	35

The Non-Union Wage & Grade Table will reflect these amendments along with the wage adjustments for all Non-Union positions. The following are the primary changes in the Non-Union Wage & Grade Table:

# • Hourly Employees:

- All employees received a 6 percent increase. Several grade adjustments were made to positions. These grade adjustments are on-top of the six percent increase.
- COLA's will be made to the Wage & Grade table annually; however, the Borough will wait to do this in the spring of each fiscal year.
- Each employee will retain their current step regardless of a grade change.

#### Salaried Employees:

o All salaried employees will increase 4 percent on top of grade increases.

- The borough manager reserves the right to readjust the steps of directors that received a grade increase so that the overall increase in their pay is consistent to the 4 percent. This allows for consistency and amends any disproportionate increases.
- o COLA's will be made to the Wage & Grade table annually; however, the Borough will wait to do this in the spring of each fiscal year.

#### CITY AND BOROUGH OF WRANGELL, ALASKA

## RESOLUTION No. 04-24-1856

A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, PROVIDING FOR SEVERAL AMENDMENTS TO NON-UNION JOB DESCRIPTIONS AND AMENDING THE NON-UNION WAGE AND GRADE TABLE AND PROVIDING FOR AN EFFECTIVE DATE

**WHEREAS,** the proposed Non-Union Wage and Grade Table (Exhibit A), reflects several rate-of-pay adjustments; and

**WHEREAS**, the proposed Job Descriptions (Exhibit B), reflects several changes in Grade and Job Titles; and

WHEREAS, the increases will be effective on July 1, 2024; and

WHEREAS, these changes affect the rate of pay that all Non-Union employees are paid; and

WHEREAS, the following job descriptions have been amended, as follows:

Position	<b>Current Grade</b>	New Grade
Recreation Coordinator	12	13
Public Works Administrative Assistant	15	14
Property & Sales Tax Accounting Clerk	13	15
Accounting Clerk Accounts Payable Clerk	13	15
Utility Clerk	13	15
Accounting Generalist Senior Staff Accountant	18	18
Controller	30	33
Marketing and Community Development Coordinator	15	18
Police Probationary Officer	21	19
Police Officer	23	20
Police Seargent	25	21
Police Lieutenant	26	22

Parks & Recreation Director	24	30
Economic Development – Planning Director	28	33
Finance Director (adding back to W&G Table)	Contracted	37
Capital Facilities Director	30	35
Fire Chief	24	28
Police Chief	35	39
Library Director	19	26
Nolan Center Director	24	28
Public Works Director	30	35

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

**Section 1: Effective Date.** The Non-Union Wage and Grade Table (Exhibit A) reflecting these changes are effective July 1, 2024.

**Section 2: Job Descriptions.** The attached Exhibit "B" are the revised job descriptions which states the new wage grade for the following positions:

- Recreation Coordinator from Grade 12 to Grade 13 on the table.
- Public Works Administrative Assistant from Grade 15 to Grade 14 on the table.
- Property & Sales Tax Accounting Clerk from Grade 13 to Grade 15 on the table.
- Accounting Clerk Accounts Payable Clerk from Grade 13 to Grade 15 on the table.
- Utility Clerk from Grade 13 to Grade 15 on the table.
- Accounting Generalist Senior Staff Accountant remains Grade 18 on the table.
- Controller from Grade 30 to Grade 33 on the table.
- Marketing and Community Development Coordinator from Grade 15 to Grade 18 on the table.
- Police Probationary Officer from Grade 21 to Grade 19 on the table.
- Police Officer from Grade 23 to Grade 20 on the table.
- Police Seargent from Grade 25 to Grade 20 on the table.
- Police Lieutenant from Grade 26 to Grade 22 on the table.
- Parks & Recreation Director from Grade 24 to Grade 30 on the table.
- Economic Development Planning Director from Grade 28 to Grade 33 on the table.
- Finance Director (adding back to W&G Table) from "Contracted" to Grade 37 on the table.
- Capital Facilities Director from Grade 30 to Grade 35 on the table.
- Fire Chief from Grade 24 to Grade 28 on the table.
- Police Chief from Grade 35 to Grade 37 on the table.
- Library Director from Grade 19 to Grade 26 on the table.
- Nolan Center Director from Grade 24 to Grade 28 on the table.

• Public Works Director from Grade 30 to Grade 35 on the table.

**Section 3: Wage & Grade Table.** The attachment Exhibit "A" is the Non-Union Wage and Grade Table, which repeals all previous Pay Plans for Union employees.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY & BOROUGH OF WRANGELL, ALASKA THIS 9th DAY April, 2024.

	CITY & BOROUGH OF WRANGELL
	Patricia Gilbert, Vice-Mayor
	Tatricia Gilbert, vice Mayor
ATTEST: Kim Lane, MMC, Borough Clerk	

Resolution No . 04-24-1856

old s	tep
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Grade	Step	 •

+	1	2	3	4	5	6	7	8	9	10	11	12	13
8	15.56	15.88	16.18	16.48	16.79	17.10	17.44	17.78	18.11	18.46	18.81	19.17	19.54
9	16.25	16.55	16.86	17.19	17.53	17.86	18.20	18.54	18.89	19.27	19.64	20.02	20.40
10	16.98	17.32	17.67	18.02	18.38	18.75	19.12	19.51	19.89	20.29	20.69	21.11	21.54
11	17.72	18.07	18.45	18.81	19.18	19.57	19.97	20.36	20.77	21.18	21.61	22.05	22.48
12	18.45	18.80	19.16	19.54	19.91	20.29	20.67	21.09	21.49	21.90	22.33	22.75	23.19
13	19.30	19.66	20.04	20.42	20.81	21.22	21.63	22.05	22.46	22.91	23.36	23.80	24.26
14	20.16	20.55	20.95	21.36	21.77	22.18	22.62	23.06	23.49	23.94	24.41	24.88	25.35
15	21.10	21.53	21.95	22.39	22.84	23.29	23.76	24.24	24.72	25.22	25.72	26.24	26.76
16	22.04	22.45	22.90	23.34	23.78	24.24	24.73	25.20	25.68	26.18	26.69	27.21	27.74
17	23.07	23.50	23.95	24.42	24.90	25.38	25.86	26.38	26.89	27.41	27.95	28.49	29.04
18	24.13	24.61	25.07	25.55	26.04	26.56	27.07	27.59	28.14	28.68	29.25	29.82	30.40
21	27.50	28.05	28.59	29.14	29.71	30.30	30.88	31.48	32.10	32.71	33.34	34.00	34.67
23	29.70	30.29	30.87	31.47	32.09	32.70	33.36	34.00	34.66	35.34	36.03	36.74	37.45
25	32.19	32.81	33.47	34.11	34.77	35.47	36.15	36.87	37.59	38.33	39.08	39.85	40.63
26	33.52	34.17	34.83	35.52	36.21	36.92	37.64	38.38	39.13	39.89	40.67	41.47	42.28

15

17

Custodian 8

13

Dispatch/Corrections Officer 14

Police Officer Recruit

Accounting Clerk II

Administrative Assistant - Police Corrections Sergeant

9 Library Assistant I Public Works Administrative Assistant MARKETING AND COMMUNITY DEVELOPMENT COORDINATOR Firemedic/Trainer Accounting Generalist/Technician

12 DMV Assistant Recreation Coordinator Library Assistant II

Nolan Center Attendant - Museum Collection

Police Officer Probationary Police Officer

18

23

25

Nolan Center Coordinator

Accounting Clerk

Police Sergeant

Utility Accounts Clerk Property & Sales Tax Accounting Clerk

26 Police Lieutenant

#### Permanent, Salaried (Exempt) Employee Pay Plan, City and Borough of Wrangell, Monthly Compensation old step

oıa step	6	7	8	9	10	11	12	13	14	15			
Grade Step ────►													
+	1	2	3	4	5	6	7	8	9	10	11	12	13
19	4,379.04	4,463.32	4,551.75	4,638.10	4,726.54	4,817.05	4,912.77	5,006.40	5,102.12	5,203.04	5,303.96	5,406.96	5,511.00
22	4,950.22	5,048.02	5,146.86	5,247.78	5,348.70	5,453.78	5,559.90	5,666.02	5,779.42	5,891.79	6,007.27	6,123.79	6,246.27
24	5,358.06	5,464.18	5,569.26	5,677.46	5,790.87	5,902.19	6,015.59	6,135.24	6,253.84	6,378.69	6,502.50	6,630.47	6,760.52
25	5,579.67	5,687.87	5,801.27	5,913.63	6,027.04	6,147.72	6,266.33	6,391.18	6,516.03	6,643.99	6,773.00	6,907.22	7,042.47
27	6,056.17	6,174.77	6,293.38	6,420.31	6,544.12	6,672.09	6,804.22	6,935.31	7,074.72	7,212.05	7,352.51	7,496.08	7,644.86
28	6,458.64	6,587.16	6,714.66	6,849.30	6,981.90	7,119.60	7,259.34	7,402.14	7,548.00	7,695.90	7,847.88	8,001.90	8,158.98
30	6,873.92	7,011.26	7,146.51	7,289.04	7,429.50	7,576.19	7,726.01	7,876.87	8,031.89	8,191.07	8,351.29	8,515.67	8,683.18
31	7,148.59	7,292.16	7,432.62	7,580.35	7,727.05	7,878.95	8,035.01	8,192.11	8,353.37	8,518.80	8,685.26	8,855.88	9,030.67
32	7,434.70	7,583.48	7,730.17	7,893.51	8,036.05	8,194.19	8,356.49	8,519.84	8,687.34	8,859.01	9,032.75	9,210.66	9,391.69
33	7,732.25	7,886.23	8,039.17	8,199.39	8,357.53	8,521.92	8,690.46	8,860.05	9,034.83	9,213.78	9,393.77	9,578.96	9,767.28
34	8,041.25	8,202.51	8,360.65	8,527.12	8,691.50	8,863.17	9,037.95	9,214.82	9,395.85	9,582.08	9,769.36	9,961.83	10,158.47
35	8,362.74	8,530.24	8,694.62	8,868.37	9,039.00	9,217.94	9,400.01	9,583.12	9,772.48	9,965.99	10,160.55	10,360.30	10,564.22

19 Civic Center Manager Library Director

28 Economic Development Director

30 **Electrical Superintendent** Director of Public Works & Capital Projects

Senior Project Manager

Port & Harbor Director

Borough Controller

22

Parks & Recreation Director 24 Fire Chief

> Nolan Center Director Construction and Facility Manager

35 Police Chief Deputy Borough Manager

Temporary/Part-time/Seasonal Employees **Hourly Compensation** 

#### Actual Temp Rates, Calendar Year 2024

	1	2	3	4	5	6	7	8	9	10	11	12	13
7	12.00	12.33	12.66	12.99	13.32	13.65	13.98	14.31	14.64	14.97	15.30	15.63	16.00
8	15.00	15.50	16.00	16.50	17.00	17.50	18.00	18.50	19.00	19.50	20.00	20.50	21.00
9	18.00	18.33	18.66	18.99	19.32	19.65	19.98	20.31	20.64	20.97	21.30	21.63	22.00

- 10 Fixed hourly rate of \$20.00 per hour
  - 7 Nolan Center Theater Temporary Worker
  - Aquatics & Recreation Temporary Worker Election Worker Library Technician
  - 9 Election Chair and Co-Chair Person Parks Maintenance Temporary Worker Port & Harbor Maintenance Temporary Worker Maintenance/Custodian Temporary Worker
  - Intern Postion 10

#### Permanent Non-exempt Employee Pay Plan, City and Borough of Wrangell, Hourly Compensation

#### Resolution No . 04-24-1856

Grade	Grade Step →												
<b>*</b>	1	2	3	4	5	6	7	8	9	10	11	12	13
8	17.00	17.34	17.69	18.04	18.40	18.77	19.14	19.53	19.92	20.32	20.72	21.14	21.56
9	17.50	17.85	18.21	18.57	18.94	19.32	19.71	20.10	20.50	20.91	21.33	21.76	22.19
10	18.50	18.87	19.25	19.63	20.02	20.43	20.83	21.25	21.68	22.11	22.55	23.00	23.46
11	19.00	19.38	19.77	20.16	20.57	20.98	21.40	21.83	22.26	22.71	23.16	23.62	24.10
12	20.00	20.40	20.81	21.22	21.65	22.08	22.52	22.97	23.43	23.90	24.38	24.87	25.36
13	21.00	21.42	21.85	22.29	22.73	23.19	23.65	24.12	24.60	25.10	25.60	26.11	26.63
14	22.00	22.44	22.89	23.35	23.81	24.29	24.78	25.27	25.78	26.29	26.82	27.35	27.90
15	23.00	23.46	23.93	24.41	24.90	25.39	25.90	26.42	26.95	27.49	28.04	28.60	29.17
16	24.00	24.48	24.97	25.47	25.98	26.50	27.03	27.57	28.12	28.68	29.26	29.84	30.44
17	25.00	25.50	26.01	26.53	27.06	27.60	28.15	28.72	29.29	29.88	30.47	31.08	31.71
18	26.00	26.52	27.05	27.59	28.14	28.71	29.28	29.87	30.46	31.07	31.69	32.33	32.97
19	28.00	28.56	29.13	29.71	30.31	30.91	31.53	32.16	32.81	33.46	34.13	34.81	35.51
20	31.00	31.62	32.25	32.90	33.56	34.23	34.91	35.61	36.32	37.05	37.79	38.54	39.32
21	34.00	34.68	35.37	36.08	36.80	37.54	38.29	39.06	39.84	40.63	41.45	42.27	43.12
22	35.00	35.70	36.41	37.14	37.89	38.64	39.42	40.20	41.01	41.83	42.66	43.52	44.39

- 8 Custodian
- Library Assistant I
- 12 Library Assistant II Nolan Center Attendant Nolan Center Coordinator
- 13 Recreation Coordinator
- Dispatch/Corrections Officer 14 Public Works Administrative Assistant
- 15 Accounting Clerk Utility Accounts Clerk Property & Sales Tax Clerk
- 17 Police Officer Recruit

- 18 Administrative Assistant - Police Corrections Sergeant Firemedic/Trainer Senior Staff Accountant Marketing and Community Development Coordinator
- 19 Police Officer Probationary
- 20 Police Officer
- 21 Police Sergeant
- 22 Police Lieutenant

#### Permanent, Salaried (Exempt) Employee Pay Plan, City and Borough of Wrangell, Monthly Compensation

Grade	Step -	<b>→</b>											
+	1	2	3	4	5	6	7	8	9	10	11	12	13
23	4,554.21	4,645.29	4,738.20	4,832.96	4,929.62	5,028.21	5,128.77	5,231.35	5,335.98	5,442.70	5,551.55	5,662.58	5,775.83
24	4,702.71	4,796.77	4,892.70	4,990.56	5,090.37	5,192.17	5,296.02	5,401.94	5,509.98	5,620.18	5,732.58	5,847.23	5,964.18
25	4,999.73	5,099.72	5,201.71	5,305.75	5,411.86	5,520.10	5,630.50	5,743.11	5,857.98	5,975.13	6,094.64	6,216.53	6,340.86
26	5,148.23	5,251.20	5,356.22	5,463.35	5,572.61	5,684.06	5,797.75	5,913.70	6,031.97	6,152.61	6,275.67	6,401.18	6,529.20
27	5,360.31	5,467.51	5,576.86	5,688.40	5,802.17	5,918.21	6,036.58	6,157.31	6,280.45	6,406.06	6,534.18	6,664.87	6,798.17
28	5,572.38	5,683.83	5,797.51	5,913.46	6,031.73	6,152.36	6,275.41	6,400.92	6,528.93	6,659.51	6,792.70	6,928.56	7,067.13
29	5,802.85	5,918.91	6,037.29	6,158.03	6,281.19	6,406.82	6,534.95	6,665.65	6,798.97	6,934.95	7,073.64	7,215.12	7,359.42
30	6,050.63	6,171.65	6,295.08	6,420.98	6,549.40	6,680.39	6,814.00	6,950.28	7,089.28	7,231.07	7,375.69	7,523.20	7,673.67
31	6,298.42	6,424.38	6,552.87	6,683.93	6,817.61	6,953.96	7,093.04	7,234.90	7,379.60	7,527.19	7,677.73	7,831.29	7,987.91
32	6,716.99	6,851.33	6,988.35	7,128.12	7,270.68	7,416.09	7,564.42	7,715.71	7,870.02	8,027.42	8,187.97	8,351.73	8,518.76
33	6,932.93	7,071.59	7,213.02	7,357.28	7,504.43	7,654.52	7,807.61	7,963.76	8,123.04	8,285.50	8,451.21	8,620.23	8,792.63
34	7,148.88	7,291.86	7,437.69	7,586.45	7,738.18	7,892.94	8,050.80	8,211.82	8,376.05	8,543.57	8,714.44	8,888.73	9,066.51
35	7,434.53	7,583.22	7,734.89	7,889.58	8,047.38	8,208.32	8,372.49	8,539.94	8,710.74	8,884.95	9,062.65	9,243.91	9,428.78
36	7,732.09	7,886.73	8,044.46	8,205.35	8,369.46	8,536.85	8,707.59	8,881.74	9,059.37	9,240.56	9,425.37	9,613.88	9,806.16
37	8,041.54	8,202.37	8,366.42	8,533.75	8,704.42	8,878.51	9,056.08	9,237.21	9,421.95	9,610.39	9,802.60	9,998.65	10,198.62
38	8,362.90	8,530.16	8,700.76	8,874.78	9,052.27	9,233.32	9,417.99	9,606.35	9,798.47	9,994.44	10,194.33	10,398.22	10,606.18
39	8,697.24	8,871.19	9,048.61	9,229.59	9,414.18	9,602.46	9,794.51	9,990.40	10,190.21	10,394.01	10,601.89	10,813.93	11,030.21
40	8,840.00	9,016.80	9,197.14	9,381.08	9,568.70	9,760.07	9,955.28	10,154.38	10,357.47	10,564.62	10,775.91	10,991.43	11,211.26

- 26 Library Director
- Fire Chief 28 Nolan Center Director Construction and Facility Manager
- Parks & Recreation/ 30 Maintenance Director

- 32 Senior Project Manager
- 33 Economic Development Director Borough Controller
- Electrical Superintendent 34 Port & Harbor Director
- 35 Capital Projects Director **Public Works Director**
- Finance Director 37
- 39 Police Chief

# Temporary/Part-time/Seasonal Employees

#### **Hourly Compensation**

Grade	Step -	-											
+	1	2	3	4	5	6	7	8	9	10	11	12	13
7	14.00	14.28	14.57	14.86	15.15	15.46	15.77	16.08	16.40	16.73	17.07	17.41	17.76
8	16.00	16.32	16.65	16.98	17.32	17.67	18.02	18.38	18.75	19.12	19.50	19.89	20.29
9	19.00	19.38	19.77	20.16	20 57	20.98	21 40	21.83	22.26	22 71	23 16	23 62	24 10

- Fixed hourly rate of \$20.00 per hour
  - Nolan Center Theater Temporary Worker
  - Aquatics & Recreation Temporary Worker Election Worker Library Technician
- Election Chair and Co-Chair Person Parks Maintenance Temporary Worker Port & Harbor Maintenance Temporary Worker Maintenance/Custodian Temporary Worker
- Intern Postion

#### Resolution No . 04-24-1856

OLD	NEW													
Grade	Grade	Step	-											
	+	1	2	3	4	5	6	7	8	9	10	11	12	13
8	8	17.00	17.34	17.69	18.04	18.40	18.77	19.14	19.53	19.92	20.32	20.72	21.14	21.56
9	9	17.50	17.85	18.21	18.57	18.94	19.32	19.71	20.10	20.50	20.91	21.33	21.76	22.19
10	10	18.50	18.87	19.25	19.63	20.02	20.43	20.83	21.25	21.68	22.11	22.55	23.00	23.46
11	11	19.00	19.38	19.77	20.16	20.57	20.98	21.40	21.83	22.26	22.71	23.16	23.62	24.10
12	12	20.00	20.40	20.81	21.22	21.65	22.08	22.52	22.97	23.43	23.90	24.38	24.87	25.36
13	13	21.00	21.42	21.85	22.29	22.73	23.19	23.65	24.12	24.60	25.10	25.60	26.11	26.63
14	14	22.00	22.44	22.89	23.35	23.81	24.29	24.78	25.27	25.78	26.29	26.82	27.35	27.90
15	15	23.00	23.46	23.93	24.41	24.90	25.39	25.90	26.42	26.95	27.49	28.04	28.60	29.17
16	16	24.00	24.48	24.97	25.47	25.98	26.50	27.03	27.57	28.12	28.68	29.26	29.84	30.44
17	17	25.00	25.50	26.01	26.53	27.06	27.60	28.15	28.72	29.29	29.88	30.47	31.08	31.71
18	18	26.00	26.52	27.05	27.59	28.14	28.71	29.28	29.87	30.46	31.07	31.69	32.33	32.97
21	19	28.00	28.56	29.13	29.71	30.31	30.91	31.53	32.16	32.81	33.46	34.13	34.81	35.51
23	20	31.00	31.62	32.25	32.90	33.56	34.23	34.91	35.61	36.32	37.05	37.79	38.54	39.32
25	21	34.00	34.68	35.37	36.08	36.80	37.54	38.29	39.06	39.84	40.63	41.45	42.27	43.12
26	22	35.00	35.70	36.41	37.14	37.89	38.64	39.42	40.20	41.01	41.83	42.66	43.52	44.39

14

- Custodian
- Library Assistant I
- Dispatch/Corrections Officer Public Works Administrative Assistant
- 18 Administrative Assistant - Police Corrections Sergeant Firemedic/Trainer Senior Staff Accountant
- Public Works Administrative Assistant 15 MARKETING AND COMMUNITY DEVELOPMENT COORDINATOR

Accounting Clerk Utility Accounts Clerk Property & Sales Tax Clerk MARKETING AND COMMUNITY DEVELOPMENT COORDINATOR

12 **DMV** Assistant Recreation Coordinator

Library Assistant II Nolan Center Attendant - Museum Collection

Nolan Center Coordinator

Accounting Clerk Utility Accounts Clerk
Property & Sales Tax Accounting Clerk Police Officer Recruit

19 Police Officer Probationary Accounting Clerk II

20 Police Officer

21 Police Sergeant

22 Police Lieutenant

Permanent, Salaried (Exempt) Employee Pay Plan, City and Borough of Wrangell, Monthly Compensation

Recreation Coordinator

OLD	NEW													
Grade	Grade	Step	<b>→</b>											
	+	1	2	3	4	5	6	7	8	9	10	11	12	13
19	23	4,554.21	4,645.29	4,738.20	4,832.96	4,929.62	5,028.21	5,128.77	5,231.35	5,335.98	5,442.70	5,551.55	5,662.58	5,775.83
Х	24	4,702.71	4,796.77	4,892.70	4,990.56	5,090.37	5,192.17	5,296.02	5,401.94	5,509.98	5,620.18	5,732.58	5,847.23	5,964.18
Х	25	4,999.73	5,099.72	5,201.71	5,305.75	5,411.86	5,520.10	5,630.50	5,743.11	5,857.98	5,975.13	6,094.64	6,216.53	6,340.86
22	26	5,148.23	5,251.20	5,356.22	5,463.35	5,572.61	5,684.06	5,797.75	5,913.70	6,031.97	6,152.61	6,275.67	6,401.18	6,529.20
Х	27	5,360.31	5,467.51	5,576.86	5,688.40	5,802.17	5,918.21	6,036.58	6,157.31	6,280.45	6,406.06	6,534.18	6,664.87	6,798.17
24	28	5,572.38	5,683.83	5,797.51	5,913.46	6,031.73	6,152.36	6,275.41	6,400.92	6,528.93	6,659.51	6,792.70	6,928.56	7,067.13
25	29	5,802.85	5,918.91	6,037.29	6,158.03	6,281.19	6,406.82	6,534.95	6,665.65	6,798.97	6,934.95	7,073.64	7,215.12	7,359.42
Х	30	6,050.63	6,171.65	6,295.08	6,420.98	6,549.40	6,680.39	6,814.00	6,950.28	7,089.28	7,231.07	7,375.69	7,523.20	7,673.67
27	31	6,298.42	6,424.38	6,552.87	6,683.93	6,817.61	6,953.96	7,093.04	7,234.90	7,379.60	7,527.19	7,677.73	7,831.29	7,987.91
28	32	6,716.99	6,851.33	6,988.35	7,128.12	7,270.68	7,416.09	7,564.42	7,715.71	7,870.02	8,027.42	8,187.97	8,351.73	8,518.76
Х	33	6,932.93	7,071.59	7,213.02	7,357.28	7,504.43	7,654.52	7,807.61	7,963.76	8,123.04	8,285.50	8,451.21	8,620.23	8,792.63
30	34	7,148.88	7,291.86	7,437.69	7,586.45	7,738.18	7,892.94	8,050.80	8,211.82	8,376.05	8,543.57	8,714.44	8,888.73	9,066.51
31	35	7,434.53	7,583.22	7,734.89	7,889.58	8,047.38	8,208.32	8,372.49	8,539.94	8,710.74	8,884.95	9,062.65	9,243.91	9,428.78
32	36	7,732.09	7,886.73	8,044.46	8,205.35	8,369.46	8,536.85	8,707.59	8,881.74	9,059.37	9,240.56	9,425.37	9,613.88	9,806.16
33	37	8,041.54	8,202.37	8,366.42	8,533.75	8,704.42	8,878.51	9,056.08	9,237.21	9,421.95	9,610.39	9,802.60	9,998.65	10,198.62
34	38	8,362.90	8,530.16	8,700.76	8,874.78	9,052.27	9,233.32	9,417.99	9,606.35	9,798.47	9,994.44	10,194.33	10,398.22	10,606.18
35	39	8,697.24	8,871.19	9,048.61	9,229.59	9,414.18	9,602.46	9,794.51	9,990.40	10,190.21	10,394.01	10,601.89	10,813.93	11,030.21
X	40	8,840.00	9,016.80	9,197.14	9,381.08	9,568.70	9,760.07	9,955.28	10,154.38	10,357.47	10,564.62	10,775.91	10,991.43	11,211.26

<del>19</del>	23	Civic Center Manager		<del>26</del>	30	Parks &	<del>30</del>	34	Electrical Superintendent
		Library Director				Recreation/Maintenance Director			Director of Public Works & C
									Port & Harbor Director
<del>22</del>	26	Library Director							Borough Controller
				28	32	Economic Development			
24	28	Parks & Recreation Directo	<del>) f</del>			Director	<del>31</del>	35	Capital Projects Director
		Fire Chief				Senior Project Manager			Public Works Director
		Nolan Center Director							
		Construction and Facility M	anager	×	33	Economic Development	33	37	Finance Director
						Director			
						Borough Controller	35	39	Police Chief
									Deputy Borough Manager

Temporary/Part-time/Seasonal Employees Hourly Compensation

Actual Temp Rates, Calendar Year 2024

	1	2	3	4	5	6	7	8	9	10	11	12	13
7	14.00	14.28	14.57	14.86	15.15	15.46	15.77	16.08	16.40	16.73	17.07	17.41	17.76
8	16.00	16.32	16.65	16.98	17.32	17.67	18.02	18.38	18.75	19.12	19.50	19.89	20.29
9	19.00	19.38	19.77	20.16	20.57	20.98	21.40	21.83	22.26	22.71	23.16	23.62	24.10

- 10 Fixed hourly rate of \$20.00 per hour
  - Nolan Center Theater Temporary Worker 7
  - Aquatics & Recreation Temporary Worker Election Worker Library Technician
- Election Chair and Co-Chair Person Parks Maintenance Temporary Worker Port & Harbor Maintenance Temporary Worker Maintenance/Custodian Temporary Worker
- 10 Intern Postion

Revised: 4-9-2024

## City & Borough of Wrangell

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Position: Recreation Coordinator	Position Number:
Department/Site: Parks and Recreation Facilities	FLSA: Non-exempt hourly
Evaluated by: Parks and Recreation Director	Salary Grade: 12- 13

#### **Summary**

The Recreation and Aquatics Coordinator performs a wide variety of programming duties including planning, coordinating, and facilitating recreation and aquatics programs, activities, events and classes within the swimming pool, community center, parks, and trails of the Parks & Recreation Department.

# **Distinguishing Career Features**

The Recreation Coordinator's task is to supervise and support in instructing various recreation and aquatics programs and classes, and to help the community through developing and promoting the same.

## **Essential Duties and Responsibilities**

- Assists the Parks & Recreation Director in developing annual goals and work plans to include recreation and aquatics programming for all ages within the community.
- Facilitates and instructs various recreation and aquatics programs.
- Recommends and develops activities for children in grades K-12 as well as young children, adults and seniors.
- Assists with scheduling staff for swimming pool and community center operations.
- Prepares purchase recommendations for aquatics and recreation equipment and supplies to the Parks & Recreation Director.
- Recommends program expenses for the budget each fiscal year.
- Promotes and publicizes recreation and aquatics programs through fliers, radio broadcasts, newspaper articles and/or interviews and any other media programs utilized by the department.
- Performs head lifeguard duties including deck surveillance, water chemistry tests and act as a shift supervisor in the absence of the Director.
- Develops and oversees team of instructors within the learn-to-swim program and instructs lessons in support the overall mission of the program.
- Develops training plans and conduct weekly in-service safety meetings for lifeguard and recreation staff in accordance with American Red Cross standards. Tracks and documents all in-service meetings.
- Supports Director in recruiting, on-boarding, and training new staff.
- Performs administrative tasks and front desk duties including fee collection, attendance tracking, daily and weekly deposits, data entry, program registration, membership sales, and reservation management.
- Assists the Parks & Recreation Director with development and review of new and existing policies specific to recreation and aquatics programs and operations.
- Assists with sponsorship programs to increase revenues and program opportunities.
- Promotes and maintains positive community relations and acts as a role model for customer service.
- Performs other duties as assigned in support of the overall function of the department.

#### **Qualifications**

#### **Knowledge and Skills**

 Requires knowledge of recreation and aquatics programs and program development for all age groups.

Revised: 4-9-2024

- Requires general knowledge of national lifeguard standards and best practices. As well as basic knowledge of daily responsibilities in aquatics centers.
- Requires general knowledge of swimming strokes and learn to swim standards.

#### **Professional Abilities**

- Requires ability to work flexible and extended hours based on program, staffing and facility needs. Must be able to work the various hours that the facilities are open (hours may vary from 5:30am-10pm, Sunday through Saturday).
- Requires the ability to identify, mitigate and respond to risks associated with aquatics and recreation programs to reduce potentially harmful outcomes to participants and the Borough.
- Requires the ability to plan, implement and evaluate recreation programs and make sound recommendations for improvement.
- Requires the ability to conduct program needs assessments to identify potential recreation programs.
- Requires the ability to build rapport with patrons of a broad age range and recreational interest.
- Requires the ability to work independently and collaboratively with volunteers, staff and the Director
- Requires the ability to adapt well to change, remain flexible and solution oriented.
- Requires the ability to learn computer programs including but not limited to Excel, Word, PowerPoint and Outlook.
- Ability to instruct Lifeguard, CPR and First Aid classes for employees and the public.

#### **Physical Abilities**

- Incumbent must be able to function effectively indoors and outdoors in a classroom, sports court, park, trail or similar environment while engaged in physical activity.
- Requires sufficient ambulatory ability to stand, walk and demonstrate activities for intermittent periods of time.
- Requires sufficient arm, hand, and finger dexterity to demonstrate physical activities and use a computer keyboard and other office equipment.
- Must be physically able to swim and perform other lifeguard duties such as in water rescues and CPR/AED.

#### **Education and Experience**

- Requires high school diploma.
- Two years of recreation and/or aquatics experience is preferred.

#### **Licenses and Certificates**

- Requires American Red Cross Lifeguard/First Aid Certificate and a CPR/AED Certificate.
- Requires Lifeguard Instructor certification or ability to gain one upon hire.
- Requires Swim Instructor Trainer certification or ability to gain one upon hire.
- Requires the ability to instruct Learn to Swim lessons or ability to gain certification to do so upon hire. Must possess a valid Alaska driver's license or ability to gain one upon hire.
- Certified Pool Operator Certificate or Aquatics Facility Operator Certificate preferred.

#### **Working Conditions**

Work is performed indoors at the swimming pool and community center where relative risks occur. Exposure to pool treatment chemicals may occur. Physical exertion may be required when assisting with pool rescues. Seasonal recreation programs may require additional hours spent outside the swimming pool and community center.

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

Position Description

## City & Borough of Wrangell

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Position: Administrative Assistant	Type: Permanent, Part-Time
Department/Site: Public Works	FLSA: Non-Exempt
Evaluated by: Director of Public Works	Salary Grade: 45 14

#### **Summary**

Performs computer software processing and data entry, record keeping, bookkeeping, office management, administrative support, organizational and clerical tasks in the Public Works Department. Works under the supervision of the Director of Public Works. This is a part-time position (approximately 20 hours per work week).

## **Essential Duties and Responsibilities**

- Perform a variety of clerical, office support, report generation and record keeping assignments.
- Provide proper invoice coding for bill payment and invoice generation.
- Respond to requests for information from residents as well as Borough employees and make proper referrals.
- Establish, prepare, revise and monitor department files, records, maps and reports.
- Provide email correspondence and meeting setup as required.
- Manage, operate and maintain office equipment.
- Establish, organize and manage filing system both hard copy and electronic files.
- Type, edit and proofread documents.
- Order departmental supplies and manage office supplies inventory.
- Answer telephone and email contacts and relay messages to employees in a timely manner.
- Provide data input and word processing as needed.
- Assist in the preparation of any required reporting documents.
- Prepare letters, correspondence, minutes, memos and reports for mailing and distribution.
- Create and track work orders and purchase orders.
- Assist in managing contracts and billings.
- Obtain data or information in the field as assigned.
- Ability to make minor decisions that are in compliance with department and Borough policies and apply them to work matters.
- Assist Public Works Department employees as well as all other Borough departments as needed.
- Perform additional projects or administrative support duties as assigned.

#### **Qualifications**

#### Knowledge and Skills

- Minimum of a high school degree with secondary business education or training being highly desirable.
- Must be familiar with computer word processing and data processing software including the Microsoft Office suite of applications and have excellent typing skills.

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- Experience with operation and care of office equipment (multi-function copiers, fax machine, computer, phone system).
- Possess excellent written and verbal communication skills.
- Possess a valid Alaska motor vehicle operator's license.
- Past successful experience in the administrative support and clerical field.

#### Professional Abilities

- Ability to juggle multiple projects with accuracy.
- Possess strong administrative and organizational skills.
- Possess exceptional customer service skills with customers, outside agencies and Borough employees, both over the phone and in person.
- Ability to effectively deal with upset customers.
- Ability to maintain confidentiality.
- Possess strong sense of urgency and problem solving skills.
- Maintain knowledge and skills in bookkeeping and accounting, use of computer system and software, telephone system, office equipment, records management, data compilation and report generation.
- Have positive work attitude.
- Willingness to become proficient in basic GIS software use.
- Possess thorough knowledge of business English, spelling and vocabulary.
- Willingness to learn department rules, regulations, policies, procedures and functions.
- Ability to understand and carry out complex oral and written instructions.
- Ability to perform quality work under pressure.
- Ability to work a regularly scheduled work week approximately 20 hours of scheduled/assigned work.
- Willingness to work overtime or extra hours as assigned and to modify work hours.
- Ability to maintain regular punctual attendance.

#### Physical Abilities

- Frequent sitting; sometimes walking, stooping, bending, kneeling, standing, and squatting.
- Frequently reaching in front of body and occasionally overhead.
- Continuous handling of objects and equipment using hand, wrist, arms, and fingers simultaneously; frequent finger manipulations; use of keyboard, use of calculator, writing.
- Talking and hearing ordinary conversation, primarily in a moderately quiet environment; use of telephone and computer on an ongoing basis.
- Specific vision abilities required by this job include close vision, distance vision, color vision, and depth perception.
- Lifting to hip height and frequently carrying items 30 pounds or less.

#### Minimum Qualifications and Experience

- Must be at least 18 years old and hold a valid Alaska Driver's License.
- Applicants must be able to work a minimum of twenty hours a week, as set by the job requirements.

#### Working Conditions

Work is performed primarily indoors.

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

Administrative Assistant Rev: 4-9-2024

# City & Borough of Wrangell

Position	Г	Accri	nt	ion
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Position: Property and Sales Tax Accounting Clerk	Type: Permanent, Full-Time
Department/Site: Finance	FLSA: Non-exempt
Evaluated by: Finance Director	Salary Grade: 13 15

#### **Summary**

Processes and performs procedures related to all tax filings. The Property and Sales Tax Accounting Clerk will primarily be responsible for the collection and processing of property tax, sales tax, excise tax and transient tax. They will additionally be tasked with facilitating work performed by external parties such as sales tax audits, property tax assessments, and foreclosure processing. A main function of the role will be to perform additional oversight procedures to ensure tax revenue streams are maximized. The goal of the Property and Sales Tax Accounting Clerk will be to efficiently and effectively distribute payment notifications, collect taxes, administer penalties and interest and help streamline payment options for taxpayers.

Assist and support all functions of the Finance Department. In addition to the roles and responsibilities highlighted above, the Property and Sales Tax Accounting Clerk will be responsible for learning the functions performed by the Utilities and AP Clerks so that operations continue to resume effectively in the absence of a Finance Department professional.

#### **Distinguishing Career Features**

The Property and Sales Tax Accounting Clerk is equal to the Accounting Clerk I in referring to the first in a two-level career ladder for clerical and technical accounting. The Property and Sales Tax Accounting Clerk is the first level and focuses on assembly and processing of utility accounts and handling of certain customer service transactions. Advancement to Accounting Technician is possible with demonstrated knowledge of the computer-aided accounting system and codes as well as the ability to process a full range of financial transactions for a complete account such as payroll, cash receipts and accounts receivable.

#### **Essential Duties and Responsibilities**

#### **Property Tax Services**

- Responsible for working with assessor in completing annual property tax process. This
  includes entering names and address changes on property during the year and filing the
  new deeds.
- Responsible for sending out annual property tax exemption forms and advertising the exemptions in the newspaper.
- Responsible for working with the assessor and entering new assessment information into tax records and sending out annual assessment notices.
- Responsible for advertising the assessment and appeal process and working with taxpayers filing appeals.

- Responsible for working with the assessor on property tax appeals and preparing exemption reports and appeal information for the assessor and Board of Equalization.
- Responsible for preparation of final tax rolls and preparation and sending out of property tax bills.
- Responsible for maintaining and reconciliation of property tax receivables.
- Responsible for collections on property taxes including the foreclosure process.
- Maintain ArcGIS mapping information, including new plats, easements and property owner information.

#### **Sales Tax Services:**

- Responsible for the collection of all sales tax through local businesses and abroad (i.e., Alaska Remote Sellers Sales Tax Commission and those businesses exceeding the Commission's threshold to independently remit sales tax).
- Responsible for processing sales tax collections on a quarterly basis and keeping a comprehensive filings summary to effectively manage delinquent filers.
- Responsible for executing penalty and interest calculations based on estimates for nonpayers.
- Responsible for supporting and facilitating sales tax audits with the Borough's external auditors.
- Responsible for notifying customers of payment deadlines through a variety of channels.
- Support the Finance Director in constructing payment plans for businesses who are delinquent and need assistance from the Borough.

#### **General Ledger Accounting**

- Assists the Finance Director with reconciling property tax receivable and determining performance of all tax revenue streams on a quarterly basis.
- Assists with entry of budgets.
- Provides assistance to other accounting staff on an as-needed basis to balance fluctuations in workflow.

## Other Duties and Responsibilities

- Work cooperatively with public, other external agencies and other Borough employees.
- Perform administrative and secretarial duties as needed as well as assist the accounting generalist with human resources.

#### **Qualifications**

Knowledge and Skills

The position requires considerable knowledge of the principles and procedures of accounting, auditing, and finance. Requires in-depth knowledge of generally accepted financial processes and regulations and controls applying to assigned financial operations. Requires a working knowledge of audit documentation requirements. Requires in-depth knowledge of automated accounting systems and relational databases used for storing and linking accounting data. Requires well-developed math skills to perform complex accounting computations. Requires sufficient language skills to prepare reports suitable for external publishing. Requires well-developed human relation skills to explain detailed information in small group settings and work with staff in an advisory capacity.

#### Abilities

Requires the ability to perform the functions of the position. Requires the ability to apply accounting controls, rules, and procedures, and to perform accounting tests. Requires the ability to research, compile, analyze, and interpret accounting data. Requires the ability to maintain accurate and retrievable files, records, audit trails and trace transactions to original entries. Requires the ability to perform accounting and general math computations quickly and accurately. Requires the ability to organize and prioritize work to meet deadlines and timetables. Requires the ability to work as contributing member of a team, work productively, patiently, and cooperatively with other teams, vendors, and external customers, and convey a positive image of the City and Borough and its services. Requires intermediate to advanced proficiency in the use of computers, Microsoft Excel, Outlook, Access, Word, and Adobe Acrobat, and the ability to learn these and other software programs quickly.

#### Physical Abilities

Incumbent must be able to work in an office setting engaged in work of a primarily sedentary nature. Requires sufficient hand-eye-arm coordination to use a keyboard and 10-key, arm/hand movements to retrieve work materials from storage files, and operate a variety of general office equipment. Requires visual acuity to read computer screens, printed material, and detailed accounting information. Requires auditory ability to carry on conversations over the phone and in person.

#### Education and Experience

Requires equivalent to high school diploma. Three years of relevant work experience in a professional business, office or administrative setting is required. Education or experience in accounting, budgeting, or position closely aligned with the duties, responsibilities and skills of the position is strongly preferred.

#### Licenses and Certificates

Require a valid driver's license.

#### Working Conditions

Work is performed in an office environment with minimal safety considerations.

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

# City & Borough of Wrangell

# **Position Description**

Position: Accounting Clerk I Accounts Payable Clerk	Type: Permanent, Full-Time
Department/Site: Finance	FLSA: Non-exempt
Evaluated by: Finance Director	Salary Grade: <del>13</del> 15

## **Summary**

Performs various accounting, recordkeeping, and receptionist duties in conjunction with the finance department.

# **Distinguishing Career Features**

The Accounting Clerk is equal to the Utility Clerk in referring to the first in a two-level career ladder for clerical and technical accounting. The Accounting Clerk is the first level and focuses on assembly and processing of various accounts and handling of certain records. Advancement to Accounting Generalist is possible with demonstrated knowledge of the computer-aided accounting system and codes as well as the ability to process a full range of financial transactions for a complete account such as payroll, cash receipts and accounts receivable.

#### **Essential Duties and Responsibilities**

#### **Communications**

 Answers and screens telephone calls. Assists visitors and resolves problems as they arise, and refers callers and visitors to appropriate personnel.

#### Accounting

- Processes accounts for payment.
- Performs daily cashier duties.
- Processes invoices, accounts, lease billings, and tax accounts.
- Maintains vendor and customer files.

## **Deputy Clerk**

 Serves as Deputy Clerk, providing assistance to the Borough Clerk in the execution of municipal clerk duties under Alaska Statutes 29.20.380

#### Records

 Maintains various records and accounts and enters data into a computer. Processes forms regarding accounts, billings, and taxes. Maintains inventory control for office supplies.

#### **Teamwork & Cooperation**

- Performs other related duties as required or assigned. Works cooperatively with other employees, external agencies, and the public.
- May be required to serve as recording clerk for an advisory board such as the Parks & Recreation Board.

## **Qualifications**

Knowledge and Skills

Accounting Clerk

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- Requires interpersonal skills to effectively communicate with the public, staff, and other persons. Requires courteous telephone skills.
- Requires general knowledge of accounting procedures, or ability to learn quickly.
   Requires ability to maintain accounts, perform banking and other transactions. Requires attention to detail and strong numerical ability.
- Requires proficiency with Microsoft Outlook (e-mail), Excel, and Word and Adobe Acrobat. Requires ability to keep records, process forms, and enter data into a computer. Requires excellent writing, grammar, spelling, and typing skills.
- Requires knowledge of all aspects of agenda management, including, but not limited to, the current agenda management platform.
- Requires willingness to perform various job-related duties as situations arise, strong sense of teamwork, and the ability to work cooperatively with others.

#### Abilities

Ability to keep records, process forms, and enter data into the computer.

Requires strong aptitude for learning new computer software functions and processes quickly.

#### Physical Abilities

Incumbent must be able to work in an office setting engaged in work of a primarily sedentary nature. Requires sufficient hand-eye-arm coordination to use a keyboard and 10-key, arm/hand movements to retrieve work materials from storage files, and operate a variety of general office equipment. Requires visual acuity to read computer screens, printed material, and detailed accounting information. Requires auditory ability to carry on conversations over the phone and in person.

#### Education and Experience

Requires equivalent to high school diploma. Three years of relevant work experience in a professional business, office or administrative setting is required. Education or experience in accounting, budgeting, or position closely aligned with the duties, responsibilities and skills of the position is strongly preferred.

#### Licenses and Certificates

Requires a valid driver's license.

#### Working Conditions

Work is performed in an office environment with minimal safety considerations.

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

Accounting Clerk

Rev. 04-09-2024

## City & Borough of Wrangell Position Description

Position: Utility Accounts Clerk	Type: Permanent, Full-Time
Department/Site: Finance/City Hall	FLSA: Non-exempt
Evaluated by: Finance Director	Salary Grade: <del>13</del> 15

#### **Summary**

To review, prepare billings, and maintain City utility accounts.

# **Distinguishing Career Features**

The Utility Clerk is equal to the Accounting Clerk in referring to the first in a two-level career ladder for clerical and technical accounting. The Utility Clerk is the first level and focuses on assembly and processing of utility accounts and handling of certain customer service transactions. Advancement to Accounting Technician is possible with demonstrated knowledge of the computer-aided accounting system and codes as well as the ability to process a full range of financial transactions for a complete account such as payroll, cash receipts and accounts receivable.

#### **Essential Duties and Responsibilities**

- Accounting: Processes accounts for payment. Reviews, adjusts, corrects, and prints
  accounts as necessary. Balances daily business with cash income and prepares daily bank
  deposits. Maintains Utility and Meters accounts. Performs various utility billing duties.
- Secretarial support: Performs a variety of secretarial duties as needed, such as answering phones and disseminating information. Assists customers at counter and accepts payments for utility and other City bills. Enters data into computer and posts journal entries. Organizes and maintains filing systems.
- Researches, analyzes, resolves, and assists others with accounting transactions and adjustments such as credit memoranda, undocumented purchases and invoices, goods and services not received or returned, and refunded checks.
- Communications: Prepares reports used for mailing notices to customers with delinquent balances. Makes contacts and resolves problems as instructed. Trouble-shoots and corrects account discrepancies or errors.
- Teamwork & Cooperation: Performs other related duties as required or assigned. Works cooperatively with other employees, external agencies, and the public.
- Planning & Zoning meetings: Prepares agenda, minutes, publications, and all related filing. Attends meetings and acts as recording secretary.
- Reviews and processes miscellaneous items related to accounts payable and accounts receivable such as credit cards.
- Assists with preparing journal entries to general ledger following established instructions and procedures.
- Provides administrative support to projects and special assignments that require getting information and cooperation from other departments and vendors.
- May prepare correspondence relating to assigned responsibilities.
- Performs other duties as assigned that support the overall objective of the position including those performed by accounting technicians and clerical staff.

#### **Qualifications**

#### Knowledge and Skills

Requires equivalent to high school diploma and at least one year of clerical or accounting experience. Requires some experience with bookkeeping and accounting principles. Requires a working knowledge of computer-aided accounting systems to setup accounts, enter accounting transactions, and extract detail and summary information. Requires a working knowledge of office clerical procedures and computer-aided office productivity software such as Word, Excel and other computer applications. Requires sufficient writing skills to prepare basic business correspondence, accounting instructions, and account footnotes. Requires sufficient math skills to compute totals, extensions, portions, ratios, quotients, and percentages. Requires sufficient human relations skill to convey policies and procedures and to deal cooperatively with others on accounting transactions, and the ability to maintain professional confidentiality. Requires a strong numerical and mathematical aptitude and proficiency with computers, 10-key calculators, and other office equipment. Requires problem-solving skills to locate and resolve account billing Requires knowledge of delinquent account notification and collection inaccuracies. procedures.

#### Abilities

Requires the ability to perform the functions of the position. Requires the ability to learn and apply accounting rules and procedures, sales and use tax requirements and schedules, and procedures for electronic transfer of accounting information. Requires the ability to learn various vendor accounting requirements and cycles. Requires the ability to research, compile, analyze, and interpret accounting data. Requires the ability to maintain accurate and retrievable files, records, audit trails and trace transactions to original entries. Requires the ability to perform accounting and general math computations quickly and accurately. Requires the ability to organize and prioritize work to meet deadlines and timetables. Requires the ability to work as contributing member of a team, work productively, patiently, and cooperatively with other teams, vendors, and external customers, and convey a positive image of the City and its services. Requires the ability to access and use a computer, common office productivity software, and specialized accounting software to access databases.

#### Physical Abilities

Incumbent must be able to work in an office setting engaged in work of a primarily sedentary nature. Requires sufficient hand-eye-arm coordination to use a keyboard and 10-key, arm/hand movements to retrieve work materials from storage files and operate a variety of general office equipment. Requires visual acuity to read computer screens, printed material, and detailed accounting information. Requires auditory ability to carry on conversations over the phone and in person.

#### Education and Experience

The position typically requires completion of high school and at least one year of clerical or accounting experience.

#### Licenses and Certificates

Requires a valid Alaska Driver's License.

#### Working Conditions

Work is performed indoors where minimal safety considerations exist.

# City & Borough of Wrangell

Position Description
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Position: Accounting Generalist—Senior Staff Accountant	Type: Permanent, Full-Time
Department/Site: Finance	FLSA: Non-exempt
Evaluated by: Finance Director	Salary Grade: 18

#### **Summary**

Assists and supports all functions of the Finance Department. The Accounting Generalist can perform accounting work general ledger, special fund accounting, and payroll services. The primary focus of the Accounting Generalist will be payroll, human resources, employee benefit administration, cash management, sales tax collection, and property tax, however the position will provide assistance in other areas as well. Acts as Recording Secretary for the Planning & Zoning Commission, and as Deputy Borough Clerk in the Borough Clerk's absence.

#### **Distinguishing Career Features**

The Accounting Generalist is the senior level in a two-level career ladder for clerical and technical accounting. The Accounting Generalist has a working knowledge of the computer accounting system and codes as well as the ability to process a range of financial transactions for complete accounts such as accounts payable and receivable. Advancement to Accounting Generalist is possible with knowledge of and competency in preparing journal entries to general ledger, electronic funds transfers, payroll, and special accounting performance reports. Advancement to a professional accounting position is based on need and compliance with the requirements of the position.

#### **Essential Duties and Responsibilities**

#### **Payroll Services**

- Sets up and maintains employee payroll records. Ensures records are up-to-date and include the necessary job and biographical information for accurate group benefit and retirement plan coverage and deductions.
- Prepares regular payrolls for personnel, prepares retirement reports. Computes payroll
  deductions including those for retirement, union dues, tax sheltered annuities, withholding
  taxes and insurance.
- Verifies accuracy of individual employee benefit rates, calculating unused portion of allowable benefit cap. Sets up and maintains payroll vendor files for various benefits and miscellaneous deductions.
- Calculates pay data and benefits arrangements for employees leaving service, retirees, and special circumstances. Processes appropriate coverage and payments under COBRA and/or other agreements. Reconciles voluntary employee deductions and payments for payment to third party insurers.

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- Assures payroll timelines are met, maintains payroll controls, and assures proper procedures, policies, rules and regulations are applied to payroll activities. Checks payrolls for compliance with rules, regulations and policies.
- Interprets and explains payroll policies, procedures, and technical issues to employees, referring only the most difficult and sensitive matters to higher authorities.
- Audits and updates regular and supplemental payrolls adding payroll information for new employees and calculating proper deductions on an 'as-needed' basis.
- Assists accounting staff with the reconciliation of payroll system details to general ledger.
   Prepares document trails to support audit requirements.
- Prepares reporting of federal, state, and special payroll taxes and statutory fund contributions to external agencies. Prepares retirement and withdrawal forms and reports for pay systems for the Finance Director approval and submission to agencies
- Performs other duties as assigned that support the overall objective of the position.

#### **Human Resources Duties**

- Assists with the recruiting and on-boarding processes during the recruitment of new employees.
- Assists department managers with compliance with all personnel regulations, collective bargaining agreements, and state and federal regulations, including EEOC guidelines.
- Assists management with development and revisions of job descriptions.
- Manages employee training programs, safety programs, background checks, and drug testing programs, including pre-employment, random, and as-needed testing.
- Maintains all official and confidential employee files.

#### **Property Tax Services**

- Responsible for working with assessor in completing annual property tax process. This
  includes entering names and address changes on property during the year and filing the
  new deeds.
- Responsible for sending out annual property tax exemption forms and advertising the exemptions in the newspaper.
- Responsible for working with the assessor and entering new assessment information into tax records and sending out annual assessment notices.
- Responsible for advertising the assessment and appeal process and working with taxpayers filing appeals.
- Responsible for working with the assessor on property tax appeals and preparing exemption reports and appeal information for the assessor and Board of Equalization.

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- Responsible for preparation of final tax rolls and preparation and sending out of property tax bills.
- Responsible for maintaining and reconciliation of property tax receivables.
- Responsible for collections on property taxes including the foreclosure process.
- Maintain ArcGIS mapping information, including new plats, easements and property owner information.

## **General Ledger Accounting**

- Assists the Finance Director with reconciling balance sheet asset and payroll liability accounts.
- Assists with entry of budgets.
- Provides assistance to other accounting staff on an as-needed basis to balance fluctuations in workflow.

#### **Planning & Zoning Commission Services**

- Act as Recording Secretary for the Planning & Zoning Commission meetings.
- Responsible for preparation of public notices, preparation of agendas and recording of minutes for Planning & Zoning Commission meetings.

#### **Borough Assembly Services**

- Act as Deputy Borough Clerk during the absence of the Borough Clerk; perform all duties of the Borough Clerk, including public notices, preparation of agendas and recording minutes of Borough Assembly meetings.
- Assist Borough Clerk with election activities as required.

#### Other Duties and Responsibilities

Provide assistance with other accounting staff as needed.

- Work cooperatively with public, other external agencies and other Borough employees.
- Perform administrative and secretarial duties as needed.
- May require development of working knowledge of GIS Mapping programs.

#### **Qualifications**

Knowledge and Skills

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The position requires considerable knowledge of the principles and procedures of accounting, auditing, and finance. Requires in-depth knowledge of generally accepted financial processes and regulations and controls applying to assigned financial operations. Requires a working knowledge of audit documentation requirements. Requires in-depth knowledge of automated accounting systems and relational databases used for storing and linking accounting data. Requires well-developed math skills to perform complex accounting computations. Requires sufficient language skills to prepare reports suitable for external publishing. Requires well-developed human relation skills to explain detailed information in small group settings and work with staff in an advisory capacity.

#### Abilities

Requires the ability to perform the functions of the position. Requires the ability to apply accounting controls, rules, and procedures, and to perform accounting tests. Requires the ability to research, compile, analyze, and interpret accounting data. Requires the ability to maintain accurate and retrievable files, records, audit trails and trace transactions to original entries. Requires the ability to perform accounting and general math computations quickly and accurately. Requires the ability to organize and prioritize work to meet deadlines and timetables. Requires the ability to work as contributing member of a team, work productively, patiently, and cooperatively with other teams, vendors, and external customers, and convey a positive image of the City and Borough and its services. Requires intermediate to advanced proficiency in the use of computers, Microsoft Excel, Outlook, Access, Word, and Adobe Acrobat, and the ability to learn these and other software programs quickly.

#### Physical Abilities

Incumbent must be able to work in an office setting engaged in work of a primarily sedentary nature. Requires sufficient hand-eye-arm coordination to use a keyboard and 10-key, arm/hand movements to retrieve work materials from storage files, and operate a variety of general office equipment. Requires visual acuity to read computer screens, printed material, and detailed accounting information. Requires auditory ability to carry on conversations over the phone and in person.

#### Education and Experience

Bachelor's or Associate's degree in accounting, finance, or related field is desirable. Requires four years of relevant and progressively responsible experience, preferably in governmental accounting, budgeting, or closely related field. Additional education may substitute for some experience.

#### Licenses and Certificates

May require a valid driver's license.

#### Working Conditions

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Work is performed in an office environment with minimal safety considerations.

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

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Position Description

#### City & Borough of Wrangell

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Position: Borough Controller	Type: Permanent, Full-Time
Department/Site: Finance	FLSA: Exempt
Evaluated by: Borough Finance Director	Salary Grade: 30 35

#### **Summary**

Assists the Director of Finance in planning, organizing, directing, and coordinating centralized financial management and planning for all City functions and selected outside organizations. At the Direction of the Finance Director, manages financial services including, budgeting, treasury, public financing, liability and debt management, accounting operations, utilities and customer accounting, performance reporting, financial database management, accounting controls, and audit support. Directs and coordinates centralized contract review and administration, personnel, purchasing, and information systems.

# **Distinguishing Career Features**

The Controller is a senior management position responsible for exercises direction and control over Borough accounting and financial reporting function, including establishing and monitoring internal control over financial reporting and grants accounting and reporting compliance, and works with the finance director to disseminate accurate and timely accounting and financial information. Performs a full range of complex management, accounting, technical, administrative, supervisory and financial duties and provides overall planning, coordination and accountability for large complex projects. Assisting the Director of Finance with integrating accounting operations, audit, systems, and controls governing business transactions such as purchasing, contracts, and insurance. Advancement to this position is through promotion and compliance with the qualifications of the position.

## **Essential Duties and Responsibilities**

#### **Financial Services**

- Assists Finance Director with budgeting, contracts and negotiations, investment, insurance, cash flow, internal control and other duties as required. Serves as the Acting Finance Director as required.
- Coordinate with other departments, divisions, sections as appropriate to perform the duties and responsibilities of the accounting and financial reporting activities of the Borough.
- Maintain and troubleshoot the Borough's financial systems. Plan, test, and implement new or updated financial systems software, including data conversions if needed. Supervise and/or train Borough staff in the financial systems. Monitor application-level security.
- Executes cash disbursements for payment of expenditures of accounts payable, debt, and payroll in accordance with disbursement and accounting policies.

- Oversees the fiscal year-end accounting and closing tasks, audit preparation, the annual financial and single audits, other periodic audits within the division, and preparation of the financial statement and reports. Coordinate with the Assembly Audit Committee.
- Maintains up-to-date knowledge of laws and regulations governing public agency and capital financing strategies. Keeps current with developments and authoritative changes affecting the borough's accounting, financial reporting, grants compliance, and other financial activities. Research, interpret, apply and implement authoritative directives to which the Borough is subject.
- Monitor economic trends and new governmental accounting and financial concepts and techniques that affect the Borough. Provide expert accounting, financial and management advice to the Finance Director, and to the Administration and Assembly as needed.
- Prepares all grant reports as required by granting agencies and assures that all grant agency requirements are met in the administration of grant funds. Maintains grant folders in a manner that allows auditors easy access to grant documents.

#### **Human Resources, and Other Administrative Duties**

- Assists Finance Director in performing various HR related duties including oversight of payroll, PERS, SBS, annual step increases, grievances, union negotiations, employee performance standards, disciplinary procedures, employee recognition, employee recruitment and retention, employee continuity planning, and employee development.
- Assists in managing Borough wide-training and certification requirements
- Organizes and directs activities connected with employment, recruitment, and candidate selection processes. Assures compliance with recruitment policies and procedures.
- Serves as advisor to management and staff on matters such as performance management, skill development, general morale, and other employee relations matters. Evaluates human relations and work-related problems, recommending the most effective solutions.
- Communicates salary and benefit programs to employees. Ensures that employees get timely service on benefits matters.
- Assist in complex and sensitive administrative, operational and management analyses, studies, and researches projects including those involving City-wide issues, programs, policies and procedures; selects, adapts, and applies appropriate research and statistical techniques; gathers and analyzes data and information from various internal and external sources on a variety of assigned and specialized projects and topics. Studies problems and processes and makes recommendations to the Borough Manager including suggested changes in organization/management of City government and in types of service provided to City residents as requested.
- Aids Department Directors in matters assigned by the Finance Director.
- Attends and assists or represents the Finance Director and Borough at meetings when requested.
- Performs other duties as assigned by the Finance Director that support the overall

objective of the position and organization.

#### **Qualifications**

#### Knowledge and Skills

Requires advanced-specialized professional knowledge of the theory, principles, and procedures of accounting, auditing and financial management for governmental agencies. Requires in-depth knowledge of the principles and procedures used in budget preparation, accounting administration, and development of internal control. Requires in-depth knowledge of the external audit process including applying GAAP and federal grant laws and regulations and knowledge of generally accepted auditing standards.. Requires considerable knowledge of the laws and regulations governing financial transactions. Requires a working knowledge of insurance and insurability including risk-and-return Requires a working knowledge of centralized purchasing and material management functions. Requires advanced math skills to perform an array of business and statistical calculations. Requires well-developed skill with personal computer software sufficient to design and use spreadsheet and database models. Requires welldeveloped language skills to prepare business plans and complex reports seen by the public. Requires well-developed human relations skills sufficient to carry out negotiations, make formal presentations, conduct performance reviews, and communicate technical concepts to diverse audiences. Requires recent verifiable experience with operation of, and conducting research using, an enterprise-wide integrated financial management system and experience in maintaining an automated general ledger system.

#### Abilities

Requires the ability to carry out all aspects of the position. Requires the ability to conduct complex analyses of accounting systems, financial reports, business opportunities such as grants and capital projects, investments, and on-going operations. Must be able to convert financial information and outcomes into reports of findings and conditions. Must be able to gather and analyze data and develop conclusions and recommendations. Must be able to develop projections using historical data and inferential methods. Must be able to think critically and creatively. Requires the ability to supervise, train, evaluate and motivate staff in a way that optimizes service. Requires the ability to plan, organize and prioritize complex and technical work processes in order to meet schedules and timelines. Requires the ability to work cooperatively with senior citizens. Requires the ability to work as contributing member of a team, work productively and cooperatively with other teams and external customers, and convey a positive image of the City and its services.

#### Physical Abilities

Requires the ability to function primarily indoors in an office environment engaged in work of primarily a sedentary nature. Requires sufficient ambulatory ability to move about to office and remote locations. Requires auditory ability to carry on large audience, ordinary, and telephonic conversations. Requires near visual acuity to read printed material, computer screens, and observe physical settings. Requires manual and finger dexterity to write and to operate microcomputers and other office equipment. Requires the ability to alternatively sit and stand for sustained periods of time to deliver presentations and perform work.

#### Education and Experience

The position typically requires a bachelor's degree in accounting, finance, business administration or a closely related field and eight years of experience in accounting systems and operations, treasury, financial reporting, or audits, including three years in a leadership capacity. Experience in governmental accounting is preferred. An active CPA or CMA certificate and/or a master's degree in business administration may substitute for some experience.

## Licenses and Certificates

CPA certificate desired. May require a valid driver's license.

#### Working Conditions

Work is performed indoors where minimal safety considerations exist.

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

City & Borough of Wrangell

110044404	Description

Position: Marketing and Community Development	Type: Full time
Coordinator	Type. Tan time
	TT. G. I
Department/Site: City Hall/Nolan Center with remote	FLSA:
possibilities	
Evaluated by: Economic Development Director	Salary Grade: 15- 18

#### Summary

Assists the Economic Development Director in implementing the Wrangell Convention and Visitor Bureau's marketing plan, other community promotional activities and assists with other community development activities.

## **Distinguishing Career Features**

This is a community development position with an emphasis on tourism and marketing. Develops, organizes, and implements a tourism plan, social media presence, Tourism Best Management Practices program, and provides outreach to travel writers and influencers. The position will cultivate relationships with local, state and regional organizations, attend tradeshows, conferences and meetings representing Wrangell and the Visitor Industry. This position, under the Economic Development Department will also work on other community development projects assigned and will work cooperatively with other departments to market all economic aspects, assets, and strengths of the community.

# **Essential Duties and Responsibilities**

- Must be knowledgeable about Wrangell, personable, and willing to visit and communicate with businesses.
- Assists with implementation of community development projects.
- Assists with the development and implementation of a tourism plan, marketing program and Tourism Best Management Program.
- Advises, manages, and provides staff support to the Wrangell Convention and Visitor Bureau.
- Implements the tourism marketing efforts of the city for business development and visitor services, working cooperatively with the Convention and Visitor Bureau, all departments, including Nolan Center, and visitor industry businesses and organizations.
- Build a social media presence, including but not limited to Facebook, Instagram, Twitter and Google directed at Visitor needs and interests
- Develop a database of visitor inquiries
- Develop surveys and analytical tools to track and monitor visitors, activities, inquiries and Key Performance Indicators
- Assists with the development and design of marketing materials, including brochures, signs, travel planners, fliers, display advertising, and banners/popups.
- Direct the ad sales for new travel planners and other cooperative advertising efforts.
- Enhance the travelwrangell.com website.
- Provide office assistance with data input, financial reporting, and customer service.
- Represent Wrangell and the Visitor Industry at tradeshows, travel shows, conferences and other industry meetings and events.
- Generate a photo, video and informational library using User Generated Content, professional services, personal/local photos and videos.

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- Directs and participates in developing budgets for the Tourism program. Monitors and evaluates performance against established budgets. Identifies projects, programs, and priorities.
- Network and establish connections and partnerships with other community liaisons, local, state and regional organizations, and Destination Marketing Organizations.
- This position must be versatile and ready to assist with many different tasks and community development projects within the Economic Development Department.

#### Qualifications

#### Knowledge and Skills

- Should be knowledgeable about Wrangell.
- Requires well-developed human relation skills to deliver persuasive talks and presentations to large and diverse audiences.
- Requires ability to plan and outline steps for project development and implement the requirements
- Requires knowledge of marketing and promotional methods to enhance local business and program efforts.
- Should have experience with Key Performance Indicators
- Knowledge of and skills in social media platforms including Facebook, Instagram, Twitter, and Google My Business and Analytics with a focus on strategic business promotion. Also requires understanding of professional social media etiquette.
- Should have experience with graphic design programs.
- Requires knowledge of how to gather content and ideas for postings, schedule postings, and create a calendar for planned events.
- Must be able and willing to take local photos and videos for posting.
- Should have copy writing, editing and publishing skills.
- Should be knowledgeable in Microsoft Office specifically Word, Excel and Publisher.
- Requires knowledge of and sensitivity of the social, legal and political issues influencing tourism programs including online marketing, asset management, and UGC.
- Requires knowledge of research and analytics.
- Experience with identifying program funding needs and funding availability from various local, state or federal sources and applying as appropriate.

#### Abilities

- Requires the ability to work independently and be self-motivated.
- Requires excellent interpersonal skills and the ability to communicate effectively with persons of diverse backgrounds.
- Requires the ability to write effectively.
- Requires the ability to use sound judgement when making decisions.
- Requires the ability to work productively and cooperatively and convey a positive image of Wrangell and its services.
- Requires computer skills.

#### Physical Abilities

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- Requires the ability to function primarily indoors in an office environment engaged in work of primarily a sedentary nature.
- Requires sufficient ambulatory ability to move about to remote locations and attend conferences and tradeshows.

- Requires auditory ability to carry on audience, ordinary, and telephonic conversation.
- Requires near and far visual acuity to read detailed maps, other printed material, computer screens, and observe physical layouts.
- Requires manual and finger dexterity to write and to operate microcomputers and other office equipment.

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# **Education and Experience**

The position requires a high school degree; Associates degree or higher preferred; Knowledge and/or experience of visitor marketing and destination branding, and community development project implementation.

## Licenses and Certificates

Requires a valid Alaska Driver's License and reliable transportation.

#### Working Conditions

Work is performed mostly indoors where minimal safety considerations exist.

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

# City & Borough of Wrangell

Position	Descri	ption
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Position: Police Officer Probationary	Type: Permanent, Full-Time
Department/Site: Public Safety Department	FLSA: Non-exempt
Evaluated by: Police Chief	Salary Grade: 21 19

#### **Summary**

Under the direction of an assigned supervisor, performs individually or as a member of a team. Participates in the following activities: enforcing federal, state and local laws and regulations, apprehending suspects, investigating crimes, emergency response and crime prevention, patrolling the community to protect people and property while encouraging voluntary compliance with local, state and federal laws.

## **Distinguishing Career Features**

This classification is for an individual that has successfully completed a basic police academy but must still successfully complete the required probationary period with the agency and successfully complete field training and successfully complete an Alaska Academy class as needed to qualify for an Alaska Basic Police Certificate. Normally an individual will not remain in this classification more than one year. An individual must possess a State of Alaska Basic Police Officer Certificate prior to promotion to Police Officer.

#### **Essential Duties and Responsibilities**

- Exercise discretion when responding to emergencies.
- Protect the lives, property and constitutional rights of the general public.
- Prepare clear and concise reports.
- Present evidence and testimony in court.
- Maintain current knowledge of the law and modern enforcement techniques.
- Respond to crime and emergency scenes and take immediate and appropriate action.
- Apply emergency first aid methods skillfully.
- Maintain proficiency with all equipment assigned to an officer by the Wrangell Police Department.
- Analyze situations accurately and adopt an effective course of action.
- Perform routine foot and motor patrols of the community.
- React quickly and calmly in emergency conditions.
- Establish sufficient probable cause to arrest or charge alleged offenders.
- Maintain self-control under emotionally demanding circumstances.
- Participate in specialized programs and assignments to support police related activities and community relations.
- Communicate effectively both verbally and in writing.
- Obtain and maintain eligibility for a basic or higher certification as a Police Officer by the State of Alaska Police Standards Council.
- Carry out supervisor's instruction and departmental procedures.
- Establish and maintain cooperative and effective working relationships with other employees, external agencies, and the public.
- Obtain and serve necessary letters, warrants, subpoenas, and summons as may be required.
- Assist in the booking, searching and fingerprinting of prisoners.

- Follow all procedures when obtaining and submitting evidence for storage and court testimony.
- Observe legal and defensive driving practices.
- Deal courteously with the general public and convey a positive, professional image of the department and the City of Wrangell.
- Physical ability to perform the essential work activities of a police officer.
- Work confidentially with discretion.
- Perform other duties as assigned.

#### Qualifications

#### Knowledge and Skills

- Oral and written communications skills.
- Interpersonal skills using tact, patience, and courtesy.

#### Abilities

Ability to pass an extensive background investigation.

#### Physical Abilities

Requires the ability to maintain cardiovascular fitness to function well in stressful situations requiring extreme physical effort. Requires the ability to use speech and hearing to project voice in a noisy environment and for ordinary conversation and to hear sound prompts from equipment. Must have near visual acuity to write and to read printed materials and computer screens and to observe moving objects at a distance such as is necessary to observe persons, operate a police vehicle, and use firearms. Must be able to utilize manual and/or finger dexterity to type/keyboard and/or utilize mouse to operate a microcomputer and other office equipment; use a firearm, and operate stationary and mobile equipment. Requires sufficient physical strength to lift, drag, carry or restrain an adult. Requires full body coordination to perform personal defense, restrain an adult, jump over and climb obstacles, and walk and stand for a full shift. Requires basic physical proficiency with police equipment such as but not limited to radar gun, radio, handgun, police vehicle, ASP baton, handcuffs, breath analyzer, and first-aid equipment. Requires the ability to sit for extended periods of time. Requires the ability to render first aid.

#### Education and Experience

The position requires a high school diploma or equivalent, a minimum age of 21 years, successful completion of a public safety, standards and training academy within the probationary period of employment, supplemented with a complete background check. U.S. Citizenship prior to employment.

#### Licenses and Certificates

Requires a valid driver's license. Completion of Alaska Certified Basic Law Enforcement Academy prior to or within 12 months of employment. ARC First Aid Card.

#### Working Conditions

Work is performed indoors and outdoors where continuous safety considerations exist from physical labor and risk of harm, moving equipment and objects, dangerous situations, and temperature and noise extremes.

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

City & Borough of Wrangell Position Description

Position: Police Officer	Type: Permanent, Full-Time
Department/Site: Public Safety Dept.	FLSA: Non-exempt
Evaluated by: Police Sergeant	Salary Grade: 23 20

#### **Summary**

Performs law enforcement and crime prevention work that includes patrol, investigation, service of warrants, issuance of citations for violation of city ordinances and state statutes, and general enforcement of federal, state, and local laws.

### **Distinguishing Career Features**

The Police Officer is the first position in a law enforcement career ladder that provides opportunities for advancement based on competency and professional development. The Police Officer requires basic certification from the Alaska Police Standards and Training Council or equivalent. Advancement potential exists by obtaining higher level certifications from the same certifying body.

## **Essential Duties and Responsibilities**

- Patrols a designated work shift that will vary from time-to-time. Maintains continuous availability by radio and/or telephone while working a shift. Conducts automobile and foot patrol, traffic control, investigation, and first-aid duties at incidents or accidents.
- Patrols city streets, parks, commercial and residential areas to deter crime, preserve peace, and enforce the law, control vehicular traffic, prevent or detect and investigate misconduct and law violations.
- Responds to calls and reports of possible crime and takes initial action as situations require for securing the scene. Responds to emergency calls for a variety of incidents such as, but not limited to, accidents, civil disturbances, domestic disturbances, missing children, prowlers, etc. Ensures that calls for ambulance and other assistance are made.
- Interviews and interrogates available victims, witnesses, and suspects. Completes incident and arrest reports. Gathers and preserves evidence. Describes and documents the scene of the incident to include measurements, photographs, and descriptions. Analyzes and evaluates evidence and arrests or issues citations to offenders.
- Participates in follow-up investigations of incidents and crimes during the assigned work shift. Locates and interviews victims, witnesses, and suspects. Develops leads. Searches the scene of the incident for additional evidence. Documents and prepares cases for arrest and legal proceedings.
- Participates in the investigation of criminal law violations. Gathers crime scene evidence and compiles information to support investigations. Prepares cases for filing of charges, court testifying, and related uses.
- Prepares a variety of records and reports such as, but not limited to, investigations, field interrogations, vehicle impound, traffic hazards, alcohol-breath analyzer readings, bad

checks, and routine shift activity.

- May provide corrections services such as but not limited to, direct supervision of inmates, booking procedures, and inspections of jail cells and areas.
- Maintains contact with other officers and city departments, as needed for the dispatch of
  duties. Exchanges information with other law enforcement agencies. Seeks advice from
  the Police Sergeant to support work activity and direction.
- Participates in community-based Police activity and programs. Provides general information about department activities and special programs.
- Performs other duties as assigned that support the overall objective of the position.

#### **Qualifications**

## Knowledge and Skills

The position requires a working knowledge of all phases of police work including principles and practices of modern crime prevention, investigation, criminal identification, apprehension, rules of evidence, traffic control and safety, care and custody of prisoners, and record keeping. Requires a working knowledge of constitutional and statutory laws governing law enforcement, the geography of the community and the location of private and public commercial activity. Requires sufficient physical skill to apprehend and detain suspects, use a firearm and other weapons, and operate a vehicle at high speed. Requires a working knowledge of criminal behavior that contributes to crimes. Requires well-developed human relations skill to resolve conflict, conduct interviews and interrogations, work with disturbed, angry, or emotional individuals and groups, and cooperate with a work team. Requires sufficient language and writing skill to prepare reports. Requires sufficient math skills to record measurements, sums, and readings.

#### Abilities

Requires the ability to carry out all aspects of the position and analyze situations quickly and objectively to recognize actual and potential dangers and determine proper courses of action. Requires the ability to read and understand laws, ordinances, rules and regulations. Requires the ability to read and write in English and prepare reports. Requires the ability to cope with stressful situations firmly, tactfully, and with respect for individual citizens' rights. Requires the ability to communicate clearly, verbally and in writing. Requires the ability to establish and maintain effective working relationships with fellow employees and with citizens from varied racial, ethnic, and economic backgrounds. Requires the ability to organize and use investigative techniques and procedures. Requires the ability to observe and remember detail. Requires the ability to work varying shifts and work locations.

#### Physical Abilities

Requires the ability to maintain cardiovascular fitness to function well in stressful situations requiring extreme physical effort. Requires the ability to use speech and hearing to project voice in a noisy environment and for ordinary conversation and to hear sound prompts from equipment. Must have near visual acuity to write and to read printed materials and computer screens and to observe moving objects at a distance such as is necessary to observe persons, operate a police vehicle, and use firearms. Must be able to utilize manual and/or finger dexterity to type/keyboard and/or utilize mouse to operate a

Police Officer

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computer and other office equipment; use a firearm, and operate stationary and mobile equipment. Requires sufficient physical strength to lift, drag, carry or restrain an adult. Requires full body coordination to perform personal defense, restrain an adult, jump over and climb obstacles, and walk and stand for a full shift. Requires basic physical proficiency with police equipment such as but not limited to radar gun, radio, handgun, police vehicle, ASP baton, handcuffs, breath analyzer, and first-aid equipment. Requires the ability to sit for extended periods of time. Requires the ability to render first aid.

#### Education and Experience

The position requires a high school diploma or equivalent, a minimum age of 21 years, successful completion of a public safety, standards and training academy within the probationary period of employment, supplemented with a complete background check.

#### Licenses and Certificates

Requires a valid driver's license. Basic Certificate from the Alaska Police Standards Council. CPR and First Aid Card.

## Working Conditions

Work is performed indoors and outdoors where continuous safety considerations exist from physical labor and risk of harm, moving equipment and objects, dangerous situations, and temperature and noise extremes.

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

City & Borough of Wrangell Position Description

Position: Police Sergeant	Type: Permanent, Full-Time
Department/Site: Public Safety Department	FLSA: Non-exempt
Evaluated by: Police Chief	Salary Grade: 25- 21

#### **Summary**

Supervises and participates in a complete range of law enforcement and administrative duties to support the Chief of Police. Serves as a supervisor for all Police Officers, Probationary Officers and Recruits. Provides assistance and supervision to assigned uniformed personnel on matters concerning enforcement of state criminal laws, traffic laws, administrative rules, and city/borough ordinances. Supervises the deterrence, detection, and investigation of crimes and apprehension of criminal suspects.

#### **Distinguishing Career Features**

The Police Sergeant represents a working, leadership position within a law enforcement career ladder. To advance to Sergeant, incumbents must possess the education, experience and certificates required by the position. Advancement potential exists to Lieutenant based on need and compliance with the stated qualifications.

## **Essential Duties and Responsibilities**

- Supervises and participates in work with assigned employees and makes recommendations on personnel actions such as hiring, terminations, discipline, and performance evaluations.
- Plans, supervises, and personally deploys to assure adequate personnel and equipment assigned for the enforcement, prevention, and investigation of crime within and outside the city.
- Supervises the daily activities and checks reports submitted by Officers for accuracy and content.
- Monitors, inspects, and is accountable for the appearance, morale, public image, and performance of Officers.
- Maintains compete records of assigned shift activities, communicating information to the Police Lieutenant or designee.
- Provides Officers with technical and/or professional assistance as needed.
- Observes, supervises, and instructs officers in the enforcement of state laws, administrative
  rules, and borough ordinances; the prevention of crime and the protection of life and
  property.
- Patrols various areas of the city. Observes activity in violation of laws, statutes and codes.
   Stops offenders, runs background checks, issues citations, warrants, and arrests as appropriate.
- Responds to calls for assistance.

- Supervises and participates in the investigation of complaints to determine whether a crime has been committed.
- Secures evidence for the arrest and prosecution of suspects and provides instructions concerning the sufficiency of the evidence for the holding of a suspect or his arrest.
- Monitors and participates in the activities of Officers who are engaged in the enforcement of state criminal laws, state traffic laws, criminal investigations, traffic accident investigations, and traffic control.
- Monitors the adherence to department policies and procedures and takes necessary action to ensure that standards of the department are maintained.
- Reviews and investigates all citizen complaints against departmental employees. Refers major complaints to the Lieutenant/Chief of Police. Prepares recommendations for disciplinary matters if necessary.
- Researches and commits to written form special projects assigned by the city administration.
- Supervises and approves overtime, compensatory and vacation time requests from officers.
- Maintains computer system, phone recording system and evidence locker.
- Prepares reports to be submitted via Discovery Request or other official channels.
- Performs other duties as assigned that support the overall objective of the position.

#### **Qualifications**

#### **Knowledge and Skills**

The position requires in-depth knowledge of and expertise in all phases of police work including principles and practices of modern crime prevention, investigation, criminal identification, apprehension, rules of evidence, traffic control and safety, care and custody of prisoners, record keeping, and law enforcement administration. Requires considerable knowledge of constitutional and statutory laws governing law enforcement, the geography of the borough and the location of private and public commerce activity. Requires a thorough knowledge of criminal behavior that contributes to crimes. Requires welldeveloped human relations skills sufficient to train others in an in-service environment, present information to community groups and the media, resolve conflict, conduct interviews, work with disturbed, angry, or emotional individuals and groups, and accomplish harmony and productivity in a diverse work team. Requires sufficient writing skill to prepare complex reports, policies, procedures, and correspondence.

Requires the ability to carry out the full scope of the position. Requires the ability to plan and carry out the administrative and technical programs, projects, and work assignments. Ability to train and make formal presentations. Ability to analyze complex law enforcement problems, including statistical analysis of trends and crime-related

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information. Ability to exercise sound judgement when acting in emergency situations. Ability to operate firearms, cameras, automotive and radio equipment; to obtain information through interrogations and observation; and to prepare information suitable for court cases.

#### Physical Abilities

Requires the ability to maintain cardiovascular fitness to function well in stressful situations and to physically restrain individuals while making arrests. Requires the ability to use speech and hearing for ordinary conversation, project voice into crowds, and to hear sound prompts from equipment. Must have near visual acuity to write and to read printed materials and computer screens and to observe moving objects at a distance such as is necessary to observe persons, operate a vehicle, and use firearms. Must be able to utilize manual and/or finger dexterity to type/keyboard and/or utilize mouse to operate a computer and other office equipment; use a firearm and operate stationary and mobile equipment. Requires sufficient physical strength to restrain an adult suspect.

### Education and Experience

The position requires a high school diploma, be a minimum age of 21, have received the basic and intermediate certificate from Alaska Police Standards Council, and have three years of experience as a Police Officer.

#### Licenses and Certificates

Requires a valid driver's license. Intermediate certificate. First Aid Card. U.S. Citizenship.

## Working Conditions

Work is performed indoors and outdoors where continuous safety considerations exist from physical labor and risk of harm, moving equipment and objects, dangerous situations, and temperature and noise extremes.

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

City & Borough of Wrangell

Position Description
Type: Permanent, Full-Time
DICA N

Department/Site: Public Safety Department	FLSA: Non-exempt
Evaluated by: Police Chief	Salary Grade: <del>26</del> 22

#### **Summary**

Plans, supervises, and participates in a complete range of law enforcement and administrative duties to support the Chief of Police. Serves as a supervisor for both corrections and police. Provides assistance and supervision to assigned uniformed personnel on matters concerning enforcement of state criminal laws, traffic laws, administrative rules, and city/borough ordinances. Supervises the deterrence, detection, and investigation of crimes and apprehension of criminal suspects.

#### **Distinguishing Characteristics**

Position: Police Lieutenant

The Police Lieutenant represents a working, leadership position within a law enforcement career ladder. To advance to this position, incumbents must possess the education, experience and certificates required by the position and demonstrate the ability to conduct investigations. Potential advancement to Lieutenant exists based on department need and compliance with the stated qualifications.

#### **Essential Duties and Responsibilities**

- Participates in supervising the department and participates in work assigned to employees.
   Makes recommendations on personnel actions such as hiring, terminations, discipline, and performance evaluations.
- Prepares information to support arrest warrants and court proceedings. Testifies in court as required.
- Responds to reports of possible crimes and takes initial action as situations require to secure the scene. Interviews available victims and witnesses. Gathers evidence. Completes incident and arrest reports.
- Along with Sergeants, monitors, inspects, and is accountable for the appearance, morale, public image, and performance of Officers and Correctional Officers.
- Monitors the adherence to department policies and procedures and takes necessary action to ensure that standards of the department are maintained.
- Monitors records of shift activities, communicating information to the Chief of Police or designee.
- Provides Sergeants/Officers with technical and/or professional assistance as needed.
   Requests specialized assistance as needed.
- Patrols various areas of the city. Observes activity in violation of laws, statutes and codes.
   Stops offenders, runs background checks, issues citations, warrants, and arrests as appropriate.

Police Lieutenant

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- Responds to calls for assistance.
- Monitors and participates in the activities of Sergeants/Officers who are engaged in the enforcement of state criminal laws, state traffic laws, criminal investigations, traffic accident investigations, and traffic control.
- Reviews and investigates all citizen complaints against departmental employees. Refers
  major complaints to the Chief of Police. Prepares recommendations for disciplinary
  matters if necessary.
- Researches and commits to written form special projects assigned by the city and borough administration.
- In conjunction with IT Support, responsible for overseeing the maintenance and security of department
- Responsible for the maintenance and security of the department evidence locker.
- Performs duties as described within the duties of Police Sergeant and Police Office as needed.
- Performs other duties as assigned that support the overall objective of the position.

#### **Qualifications**

#### Knowledge and Skills

The position requires in-depth knowledge of and expertise in all phases of police work including principles and practices of modern crime prevention, investigation, criminal identification, apprehension, rules of evidence, traffic control and safety, care and custody of prisoners, record keeping, and law enforcement administration. Requires considerable knowledge of constitutional and statutory laws governing law enforcement, the geography of the borough and the location of private and public commerce activity. Requires a thorough knowledge of criminal behavior that contributes to crimes. Requires advanced training and/or knowledge in criminal investigations. Requires well-developed human relations skills sufficient to train others in an in-service environment, present information to community groups and the media, resolve conflict, conduct interviews, work with disturbed, angry or emotional individuals and groups, and accomplish harmony and productivity in a diverse work team. Requires sufficient writing skill to prepare complex reports, policies and procedures, and correspondence.

#### Abilities

Requires the ability to carry out the full scope of the position. Requires the ability to plan and carry out the administrative and technical programs, projects, and work assignments. Ability to train and make formal presentations. Ability to analyze complex law enforcement problems, including statistical analysis of trends and crime-related information. Ability to exercise sound judgement when acting in emergency situations. Ability to operate firearms, cameras, automotive and radio equipment; to obtain information through interrogations and observation; and to prepare information suitable for court cases.

Police Lieutenant

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#### **Physical Abilities**

Requires the ability to maintain cardiovascular fitness to function well in stressful situations and to physically restrain individuals while making arrests. Requires the ability to use speech and hearing for ordinary conversation, project voice into crowds, and to hear sound prompts from equipment. Must have near visual acuity to write and to read printed materials and computer screens and to observe moving objects at a distance such as is necessary to observe persons, operate a vehicle, and use firearms. Must be able to utilize manual and/or finger dexterity to type/keyboard and/or utilize mouse to operate a microcomputer and other office equipment; use a firearm and operate stationary and mobile equipment. Requires sufficient physical strength to restrain an adult suspect.

#### **Education and Experience**

The position requires a high school diploma and at least 21 years of age, has received the basic and intermediate certificate from the Alaska Police Standards Council or similar with reciprocal privileges and have three years of experience as a Police Officer.

#### **Licenses and Certificates**

Requires a valid driver's license. Intermediate certificate. First Aid and Citizenship.

## **Working Conditions**

Work is performed indoors and outdoors where continuous safety considerations exist from physical labor and risk of harm by individuals, moving equipment and objects, dangerous situations, and temperature and noise extremes.

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

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City & Borough of Wrangell

**Position Description** 

Position: Parks and Recreation Director	Position Number:
Department/Site: Parks and Recreation Facilities	FLSA: Exempt
Evaluated by: Borough Manager	Salary Grade: 24 30

#### **Summary**

Under the general supervision of the Borough Manager or designee; plans, directs, organizes, manages, coordinates, and participates in providing programs, events and activities of recreation, sports, and leisure activities for the community. Manages and evaluates programs, facilities, and staff who provide a wide variety of janitorial, maintenance and program services including the Facilities Maintenance Lead, Facility Maintenance Specialist, and the Maintenance Custodian.

### **Distinguishing Career Features**

The Parks and Recreation Director is a supervisory position that integrates recreation services such as but not limited to a swimming facility, athletic programs, interest-based recreation programs, special events and classes. The Director oversees all elements of operation including the year-round maintenance of all borough facilities, management of full and part-time staff; development and oversight of the department budget, coordination and support of various boards and committees, facilitation of facility uses and interest groups. Advancement to Director requires compliance with the qualifications of the position and the ability to establish goals for the section based on community needs assessment, review of the accomplishments of teams and performance of individuals.

## **Essential Duties and Responsibilities**

- Responsible for all services and activities of the Parks and Recreation Department.
- Responsible for Facility Maintenance Specialist Lead and Facility Maintenance Specialist.
- Responsible for Maintenance Custodian.
- Responsible for all park facilities routine maintenance.
- Responsible for the annual development and administration of the overall budgets for all Parks and Recreation departments, departmental functions and special projects.
- Responsible for evaluation of annual facility maintenance and major maintenance/capital project needs related to Parks and Recreation infrastructure.
- Oversees preventative and corrective maintenance workplans related to all borough facilities.
- Identifies the department's programmatic and operational scope of work, funding needs and funding sources from various local, State, Federal and other sources.
- Plans and participates in the development of the park and recreation master plans that include services, major maintenance, and capital improvement projects.
- Recruits, selects, trains, motivates, schedules, supervises and evaluates full time, part time, seasonal
  and volunteer staff; provide staff training; work with employees to correct deficiencies; implement
  discipline and termination procedures.
- Plans, organizes, integrates, oversees and participates in developing aquatics, recreation, sports, and leisure programs. Develops, implements, and monitors work plans to achieve recreation service goals and performance measures.
- Continuously monitors and evaluates the efficiency and effectiveness of Department methods, procedures and programs; assesses and monitors workload; identifies and implements opportunities for improvement; reviews with Borough Manager where appropriate.
- Provides staff support to the Borough's Parks and Recreation Advisory Board.
- Provides administrative assistance to the Borough Manager and the Assembly as requested by the Parks and Recreation Director

Revised: 4-9-2024

#### Borough Manager.

- Facilitates, oversees, implements, and evaluates results of recreation needs assessments.
- Identified, develops, recommends and implements curriculum and activities to meet those needs.
- Researches new and innovative programs and trends and adapts and introduces programs to meet community needs.
- Determines program facility, equipment and supply needs, optimizing the use of available space and resources. Oversees and monitors the purchase, distribution, care, use and maintenance of equipment and supplies. Maintains current supply and equipment inventories.
- Develops and implements Department policies, procedures, and fee schedules; evaluates equity and adequacy of policy and fee schedules on an on-going basis; make recommendations for revisions as needed.
- Develops, communicates, and implements program schedules. Evaluates preliminary program schedules for registration and cost breakeven. Develops, oversees, and monitors registration and fee collection processes.
- Maintains close contact with school officials, community groups, non-profits and agency leaders regarding program offerings and coordination of services.
- Responds to and resolves sensitive and difficult public inquiries and complaints.
- Plans, designs, schedules, and implements events, classes, activities, shows, and tours for a
  diverse population of community members. Coordinates special programs such as, but not limited
  to, conferences, speakers, presenters, and exhibits.
- Researches, identifies and develops marketing and publicity plans and strategies for the Borough's aquatics and recreation services. Develops, promotes and publicizes media releases, pamphlets, flyers, newsletters and other publicity materials for site activities, events and programs.
- Works with instructors, event leaders, presenters, volunteers or personally implements programs.
   Assures that adequate supplies, props, fixtures, and other materials are available to support programs.
- Maintains and updates financial, statistical, and program-specific data, reports, and records.
- Develops and maintains website, rec-management software and databases of program information, including demographic information of participants and the community in general.
- Prepares a variety of complex analytical and statistical written reports and correspondence, along with other administrative communications.
- Coordinates use and scheduling of facilities and fields with schools, community organizations, and sports groups.
- Assures safe and efficient operation of facilities such as swimming pools and community use centers. Identifies, directs, and resolves facility management/maintenance issues.
- Performs other duties as assigned that support the overall objective of the position.

#### **Oualifications**

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## Knowledge of

- Theories, principles, practices, techniques, and procedures governing recreation program origination, selection, design, and delivery.
- Current trends in the field of recreation, sport, and leisure activity programs.
- Research design and data collection methods for identifying program demand and trends.
- Principles of human resource management, supervision, training and performance evaluation.
- Principles of facility supervision, facilitation, and preventative maintenance.
- Recreational, social and cultural needs of the community.
- Rules, principles and safety standard requirements applicable to leading individuals in aquatics, recreation, sports and outdoor activity.
- Computer skills to operate Office 365 and various other programs and software.

#### **Abilities**

- Requires the ability to plan, organize, manage and integrate the activities of a large recreation program to meet City and Borough business and public service objectives.
- Requires the ability to plan, implement, and evaluate recreation programs and make sound recommendations for improvement. Organizes work, sets priorities and exercises sound independent judgment within areas of responsibility.

- Define issues, analyze problems, evaluate alternatives and develop sound, independent conclusions and recommendations.
- Requires the ability to negotiate effectively on behalf of the Borough.
- Requires the ability to conduct program needs assessment to identify potential recreation programs.
- Requires the ability to develop and apply the rules, regulations, policies and procedures used by the department in connection with recreational activity.
- Requires the ability to identify, mitigate and respond to risks associated with aquatics and recreation programs to reduce potentially harmful outcomes to participants and the Borough.
- Requires the ability to facilitate activities with small and large groups in a variety of programs.
- Requires the ability to coordinate and participate and partner with other community organizations to design and implement programs.
- Requires the ability to work cooperatively with senior citizens.
- Requires the ability to work as contributing member of a team, work productively and cooperatively with other teams and external customers, and convey a positive image of the Borough.

#### **Physical Abilities**

Incumbent must be able to function effectively indoors and outdoors in a classroom, swimming pool, sports court, park, trail or similar environment engaged in work of a moderately active nature. Requires sufficient ambulatory ability to stand, walk and demonstrate activities for intermittent periods of time lift and move medium weight materials up to 50 pounds, and move to various work locations. Requires sufficient arm, hand, finger dexterity to demonstrate physical activities and use a computer keyboard and other office equipment. Requires normal hearing and speaking skills to communicate with staff and customers in one-on-one and small group settings. Requires visual acuity to read printed materials and labels and to observe customers who are performing physical activity.

### **Education and Experience**

The position typically requires a bachelor's degree in in physical education, human services, recreation, or a related field and three years of progressively responsible experience in the administration of recreational programs and social and cultural programs and services, including management and supervisory experience. Experience in parks and recreation facilities planning, as well as developing, planning, and implementing, and facilitating sports programs is required. An equivalent combination of relevant education and experience may be considered.

#### **Licenses and Certificates**

- Must possess a valid Alaska driver's license or ability to gain one upon hire.
- Requires a Certified Pool Operator license or ability to gain one upon hire.
- Lifeguard Instructor certification is preferred.
- Swim Program Coordinator or Instructor is preferred.

#### **Working Conditions**

Work is performed indoors at the swimming pool and community center where relative risks occur. Exposure to pool treatment chemicals may occur. Physical exertion may be required when assisting with pool rescues. Seasonal recreation programs may require additional hours spent outside the swimming pool and community center.

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

City & Borough of Wrangell Position Description

Position: Economic Development/ Planning Director	Type: Permanent, Full-Time
Department/Site: City Hall	FLSA: Exempt
Evaluated by: Borough Manager	Salary Grade: 28 33

#### **Summary**

Plans, organizes, and performs Community Development and Planning activities that include the strategic planning process, development and implementation of the comprehensive plan, economic and environmental planning, zoning administration for all current planning, code compliance, housing, and land use issues, and business development assistance. Includes project planning, grant writing, basic geographical information system map preparation, and the coordination and implementation of tourism marketing activities.

## **Distinguishing Career Features**

The Community and Economic Development Planner is responsible for managing, performing and integrating current and advanced planning programs and services that enhance community image and environment. Advancement to this position requires the ability to accomplish all short and long range community development objectives.

## **Essential Duties and Responsibilities**

- Plans, organizes, controls, integrates and evaluates the work of the department. Develops, implements, monitors, and reviews accomplishments against annual performance plans.
- Formulates and recommends policies on development, growth, land use, transportation, environment, and housing. Directs and conducts communications programs to enhance public awareness of growth and planning challenges.
- Consults and sets direction for major projects to ensure compliance with City goals, needs, and applicable planning laws. Ensures that project deadlines are reasonable and attainable, and professional quality work is maintained.
- Advises, manages, and provides staff support to the Planning and Zoning Commission, the Economic Development Committee and the Wrangell Convention and Visitor Bureau.
- Advises City staff, Board, and Committee members on goals, priorities, programs, and regulations for land use, conservation, municipal infrastructure and quality and livability of the City. Discusses, recommends, and seeks direction for complex projects and programs.
- Directs the conduct of surveys, public hearings, and other communication techniques in order to identify community and customer goals, objectives and needs.
- Monitors project planning efforts, overseeing contractor selection for planning projects and adherence to applicable policies. Prioritizes and resolves conflicts to ensure goals are met in a timely and fiscally responsible manner.
- Establishes performance requirements with department subordinate staff, when applicable. Provides coaching and conducts reviews of accomplishments.
- Directs and participates in developing budgets for the department. Monitors and evaluates performance against established budgets. Identifies projects, programs, and priorities. Estimates costs for services, including those proposed for outside contractors and consultants.

- Directs, advises, and participates in preparing analysis and recommendations on legislation, policy issues, and long-range plans. Interprets Planning and City Commission instructions and requests. Interprets city ordinances, policies, laws and regulations. Coordinates tourism and visitor marketing program.
- Serves as a City representative to conferences and meetings with other governmental agencies and industries. Participates in meetings, conferences, conventions and other professional forums to stay current with planning trends and emerging strategies for metropolitan communities, and visitor related services and marketing tools.
- Coordinates and implements the tourism marketing efforts of the city for business development and visitor services, working cooperatively with the Convention and Visitor Bureau, all departments, including Nolan Center, and visitor industry businesses and organizations.
- Performs other duties as assigned that support the overall objective of the position.

### **Qualifications**

#### Knowledge and Skills

- The position requires knowledge in the theory, principles, practices, and techniques of current and long range urban planning and design, land use, zoning administration, annexation, and urban renewal.
- Requires knowledge of planning department organization design, public administration, public financing, and financial management.
- Requires knowledge of the laws, regulations, codes, and ordinances applicable to the City's planning functions.
- Requires knowledge of, and sensitivity to the social, political and environmental issues influencing planning programs and project development.
- Requires knowledge of research and analysis methods.
- Requires sufficient math skills to perform statistical analysis and interpret complex plans and maps.
- Requires sufficient knowledge of personal computer operations to build relational databases that support departmental operations, and to access and apply common office productivity software.
- Requires knowledge of the methods and techniques used in citizen involvement and external communications.
- Requires advanced knowledge and skill in the English language to prepare and deliver professional and influential written correspondence and reports.
- Requires knowledge of project planning and development, and organizational skills to prepare grant or other funding requests and reports.
- Requires well-developed human relation skills to deliver persuasive talks to large and diverse audiences on matters that can be sensitive, present ideas clearly, resolve conflict, manage and review performance, and conduct advanced negotiations.
- Requires knowledge of marketing and promotional methods to enhance local business and program efforts.
- Requires a basic understanding of the principles and practice of geographic information systems.

#### Abilities

- Requires the ability to plan, direct, and integrate the sub-functions within the department, including, but not limited to comprehensive urban planning activities, geographic information systems, permitting, and development engineering.
- Requires the ability to develop and administer business plans and budgets.
- Requires the ability to direct and perform difficult research and analysis.

- Requires the ability to understand, interpret, explain and apply all policies, laws, regulations, codes, and ordinances applicable to community development in the City.
- Requires the ability to analyze, interpret and explain proposed legislation and programs and the implications and impact on City planning.
- Requires the ability to present proposals and recommendations clearly, logically, and persuasively in public meetings.
- Requires the ability to represent the City's interests in negotiations and other dealings on a variety of difficult, complex, sensitive and confidential issues.
- Requires the ability to use sound judgement when making decisions, interpretations, and in communications with others.
- Requires the ability to visit remote sites and to work extended hours for the purpose of conducting meetings and public processes.
- Requires the ability to conduct performance reviews of department subordinates in line with the accomplishments of the department.
- Requires the ability to work cooperatively with diverse groups and individuals.
- Requires the ability to work as contributing member of a team, work productively
  and cooperatively with other teams and external customers, and convey a positive
  image of the City and its services.

### Physical Abilities

- Requires the ability to function primarily indoors in an office environment engaged in work of primarily a sedentary nature.
- Requires sufficient ambulatory ability to move about to office and remote locations.
- Requires auditory ability to carry on audience, ordinary, and telephonic conversation.
- Requires near and far visual acuity to read detailed maps, drawings, other printed material, computer screens, and observe physical layouts.
- Requires manual and finger dexterity to write and to operate microcomputers and other office equipment.
- Requires the ability to alternatively sit and stand for sustained periods of time to deliver presentations, meet with customers and implement job activities.

## Education and Experience

The position requires knowledge of urban and environmental planning, business and economic development or similar discipline, general working knowledge of geographic information systems, and progressive experiences in planning activities.

#### Licenses and Certificates

- Requires a valid Alaska Driver's License.
- Encouraged to obtain certification from the American Institute of Certified Planners
- Encouraged to obtain certification from the International Economic Development Council

#### Working Conditions

Work is performed indoors where minimal safety considerations exist.

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

**Economic and Community Development Planner** 

Position Description

## City & Borough of Wrangell

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Position: Finance Director	Type: Permanent, Full-Time
Department/Site: Finance	FLSA: Exempt
Evaluated by: Borough Manager	Salary Grade: Contracted 37

### **Summary**

Plans, organizes, directs, and coordinates centralized financial management and planning for all City functions and selected outside organizations. Manages financial services including, budgeting, treasury, public financing, liability and debt management, accounting operations, utilities and customer accounting, performance reporting, financial database management, accounting controls, and audit support. Directs and coordinates centralized contract review and administration, personnel, purchasing, and information systems.

#### **Distinguishing Career Features**

The Director of Financial Services is a senior management position responsible for integrating accounting operations, audit, systems, and controls governing business transactions such as purchasing, contracts, and insurance. Advancement to this position is through promotion and compliance with the qualifications of the position.

## **Essential Duties and Responsibilities**

#### **Financial Services**

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- Establishes annual departmental goals, objectives, and priorities. Directs, trains, and supervises the performance of subordinate work sections, ensuring adequate levels of service to other departments.
- Assures protection of assets by developing and directing administration of internal
  accounting policies, controls, and procedures for accounting operations that include but
  are not limited to, revenues and reimbursements, expense budgets, accounts receivable,
  contracts and accounts payable, payroll, investments, grants, and special funds.
- Directs and prepares periodic reports that compare performance with plans, budgets, and standards. Interprets financial and statistical results. Provides sites and departments with periodic financial management information reports, highlighting variances from plan.
- Forecasts short-range cash requirements and obligations, as a basis for maintaining adequate funds.
- Prepares the annual budget development calendar and instructions. Projects revenues
  and expenditures. Prepares preliminary and final budget summaries for general and
  special funds. Develops systems for, and implements financial controls for budgets.
- Executes cash disbursements for payment of expenditures of accounts payable, debt, and payroll in accordance with disbursement and accounting policies.
- Directs fixed asset accounting. Maintains up-to-date accounting of fixed asset account balances. Oversees determination of depreciation rates. Monitors inventory levels,

- receives verification after physical inventories are completed, compares book versus actual inventory, and advises others on variances.
- Directs and participates in the closing of financial records to prepare trial balance financial summary statements. Oversees preparation of accounting entries to close accounts, allocation of accounting adjustments, and consolidation to summaries. Prepares final financial statements and performance reports for City and assigned external agencies and special funds.
- Continually reviews accounting systems for appropriate information, accuracy, and controls. Assures that accounting systems comply with appropriate regulations and data transfer requirements.
- Directs and performs the City's public financing, investment and cash management programs. Proposes capital financing and investment guidelines and alternatives. Ensures compliance of financing and investment activities with policy requirements.
- Monitors capital markets and works with bond agencies, investment banking firms, bond insurers, and others connected with issue of revenue bonds or debt borrowings. Monitors the interest rate market to remain alert for refunding opportunities.
- Maintains up-to-date knowledge of laws and regulations governing public agency and capital financing strategies.
- Prepares all grant reports as required by granting agencies and assures that all grant agency requirements are met in the administration of grant funds. Maintains grant folders in a manner that allows auditors easy access to grant documents.

#### Purchasing, Contracts, Human Resources, and Other Administrative Duties

- Directs a program for centralized review and analysis of insurance, purchases and contracts-for-service, and leases for adequacy and to reduce the financial risk of ongoing operations, reduce costs, and minimize loss exposure.
- Researches, develops, and implements citywide policies, language, provisions, and procedural controls governing contracts for goods and services. Develops internal procedures for monitoring contractual performance.
- Coordinates and administers the City's insurance coverage for liability, loss recovery, property and asset damage, health and welfare, and other forms of loss prevention.
- Analyzes risk-and-return for decisions on the amount of coverage and self-funded versus third party insurance. Establishes special funds for self-insured claims. Purchases insurance coverage. Negotiates terms and cost of coverage.
- Serves as the City point-of-contact for all insurance and claim matters. Directs, coordinates and/or investigates claims. Works with external adjusters, investigators, and internal safety professionals to adjudicate claims.
- Performs all aspects as the Human Resources Manager including grievances, union negotiations, employee performance standards, disciplinary procedures, employee recognition, employee recruitment and retention, employee continuity planning, and employee development.
- Maintains/updates the personnel regulations

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- Manages Borough wide-training and certification requirements
- Organizes and directs activities connected with employment, recruitment, and candidate selection processes. Assures compliance with recruitment policies and procedures.
- Serves as advisor to management and staff on matters such as performance management, skill development, general morale, and other employee relations matters. Evaluates human relations and work related problems, recommending the most effective solutions.
- Communicates salary and benefit programs to employees. Ensures that employees get timely service on benefits matters.
- Conducts complex and sensitive administrative, operational and management analyses, studies, and researches projects including those involving City-wide issues, programs, policies and procedures; selects, adapts, and applies appropriate research and statistical techniques; gathers and analyzes data and information from various internal and external sources on a variety of assigned and specialized projects and topics. Studies problems and processes and makes recommendations to the Borough Manager including suggested changes in organization/management of City government and in types of service provided to City residents as needed.
- Aids Department Directors in matters assigned by the Borough Manager
- Attends and assists or represents the Borough Manager and Borough at meetings when requested.
- Performs other duties as assigned by the Borough Manager that support the overall objective of the position and organization.

#### **Qualifications**

#### Knowledge and Skills

Requires advanced-specialized professional knowledge of the theory, principles, and procedures of accounting, auditing and financial management for governmental agencies. Requires in-depth knowledge of the principles and procedures used in budget preparation, accounting administration, and development of internal control. Requires professional knowledge of the principles and techniques used in public financing, investing, financial analysis, and research. Requires in-depth knowledge of the company's accounting data entry and storage systems. Requires in-depth knowledge of the external audit process. Requires considerable knowledge of the laws and regulations governing financial transactions. Requires a working knowledge of insurance and insurability including riskand-return analysis. Requires a working knowledge of centralized purchasing and material management functions. Requires advanced math skills to perform an array of business and statistical calculations. Requires well-developed skill with personal computer software sufficient to design and use spreadsheet and database models. Requires well-developed language skills to prepare business plans and complex reports seen by the public. Requires well-developed human relations skills sufficient to carry out negotiations, make formal presentations, conduct performance reviews, and communicate technical concepts to diverse audiences.

#### Abilities

Requires the ability to carry out all aspects of the position. Requires the ability to conduct complex analyses of accounting systems, financial reports, business opportunities such as grants and capital projects, investments, and on-going operations. Must be able to convert financial information and outcomes into reports of findings and conditions. Must be able to gather and analyze data and develop conclusions and recommendations. Must be able to develop projections using historical data and inferential methods. Must be able to think critically and creatively. Requires the ability to supervise, train, evaluate and motivate staff in a way that optimizes service. Requires the ability to plan, organize and prioritize complex and technical work processes in order to meet schedules and timelines. Requires the ability to work cooperatively with senior citizens. Requires the ability to work as contributing member of a team, work productively and cooperatively with other teams and external customers, and convey a positive image of the City and its services.

#### Physical Abilities

Requires the ability to function primarily indoors in an office environment engaged in work of primarily a sedentary nature. Requires sufficient ambulatory ability to move about to office and remote locations. Requires auditory ability to carry on large audience, ordinary, and telephonic conversations. Requires near visual acuity to read printed material, computer screens, and observe physical settings. Requires manual and finger dexterity to write and to operate microcomputers and other office equipment. Requires the ability to alternatively sit and stand for sustained periods of time to deliver presentations and perform work.

#### Education and Experience

The position typically requires a bachelor's degree in accounting, finance, business administration or a closely related field and eight years of experience in accounting systems and operations, treasury, financial reporting, or audits, including three years in a leadership capacity. Experience in governmental accounting is preferred. An active CPA or CMA certificate and/or a master's degree in business administration may substitute for some experience.

#### Licenses and Certificates

CPA certificate desired. May require a valid driver's license.

## Working Conditions

Work is performed indoors where minimal safety considerations exist.

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

City & Borough of Wrangell

**Position Description** 

Position: Director of Capital Facilities	Type: Permanent, Full-Time
Department/Site: Capital Facilities	FLSA: Exempt
Evaluated by: Borough Manager	Salary Grade: 30 35

#### **Summary**

Plans, directs and coordinates the activities of the department of Capital Facilities. Responsible for the planning, management and supervision of capital improvement projects, major maintenance, annual and preventative Borough facility maintenance, and the Borough's Building Inspection program.

## **Distinguishing Career Features**

The Capital Facilities Director is a management position responsible for the functions and staff of the Capital Facilities Department and ensures that department activities meet maintenance and capital improvement goals of the Borough.

## **Essential Duties and Responsibilities**

This list is ILLUSTRATIVE ONLY and is not a comprehensive listing of all functions and tasks performed by incumbents of this class.

- Oversees all Capital Facilities Department employees and operations.
- Develops Capital Improvement Program (CIP) and Major Maintenance (MM) projects and recommends priorities; develops and evaluates CIP/MM scope of work; assures that the development plans meets Borough, State and Federal compliance standards.
- Evaluates CIP/MM issues, and implements solutions; identifies and communicates strategies, goals and objectives; assures effective communications of project plans and status.
- Consults with design professionals, attorneys, builders, land owners, other Borough
  departments and outside agencies regarding project scope; analyzes and recommends
  alternatives; analyzes and reviews construction project plans for acceptability to achieve
  compliance; responsible for RFP's, contracts, schedules and project budgets.
- Serves as the Borough's CIP/MM program manager for both in-house staff and hired consultant teams performing preliminary engineering, environmental permitting, Right-of-Way acquisition and delivery of final engineering designs as well as construction management of Borough capital projects.
- Reviews contracts and proposals for accuracy, completeness, and compliance with project design/scope of work, Federal, State, and local policies and practices; optimizes funds spent on facilities and infrastructure.
- Responsibilities include quality control, risk management, tracking monthly progress schedules and budget invoices (relative to work completed), professional services contract negotiations and delivery to include the following: advertising, public bidding and award as well as assuring contract compliance within project scopes of services.
- Evaluates project proposals from Borough departments, and updates five-year CIP/MM strategic plan; presents plans to Borough Manager and Assembly for approval of project priorities and funding.
- Prepares reports and other documents as well as completes presentations, as necessary,

- concerning assigned projects for the Assembly, Borough Manager, staff, funding, and regulatory agencies
- Coordinates ongoing annual and preventative maintenance of all Borough facilities; establishes maintenance priorities; develops resources & plans to execute priority projects; serves as technical adviser to departments on project and maintenance issues.
- Directs the daily activities of the Department staff, meets regularly with staff to evaluate performance, and resolve workload and technical issues.
- Maintains cooperative working relations with the Borough departments, outside contractors and agencies; serves as liaison between various organizations and agencies; serves on committees, task forces and other groups to coordinate CIP/MM programs.
- Assists department heads with the preparation, design, review and execution of bid documents as needed. Performs site evaluations and project planning for the design and construction of Borough facilities. Assists department heads as needed in the interpretation, implementation and enforcement of regulatory requirements.
- Works cooperatively with other Borough departments to effectively solicit and administer grants funds from various State, Federal, and other sources. This includes identifying funding needs and sources, formulating effective grant application language, formulating project scopes and budget estimates, direct communication with funding agencies, ensuring compliance with grant requirements throughout all phases of the projects, and ensuring satisfactory documentation and closeout.
- Prepares annual budget for all the Capital Facilities Department, analyzing previous budgets and confers with employees responsible for building maintenance. Maintains accurate and detailed records of all purchases for the department.
- Formulates and directs proper training, work practices and safety programs.
- Acts as Building Official as outlined in Wrangell Municipal Code and building codes, as adopted by the Borough including, plan review, issuing building permits and inspections.
- Evaluates Capital Facilities' policies and procedures and the Borough's construction standard specifications and policies for regulatory compliance and conformance with current industry best practices.
- Maintains and updates as-built records of all Borough facilities.
- Performs other related duties as assigned by the Borough Manager.

#### Qualifications

#### **Knowledge and Skills**

- Department and Borough organization, operations, policies and procedures.
- Federal, state and local government laws, statutes and ordinances related to construction and maintenance of a variety of facilities owned by the Borough.
- Basic engineering and architectural principles and practices, proper methods and techniques of infrastructure maintenance and construction.
- Principles of public sector budgets, accounting and contract management.
- Principles, practices and methods of project and program management.
- Personal computer applications, including the Microsoft Office suite of applications, data
  processing software and other software as utilized by the department, such as work order
  and inventory tracking software, or the ability to learn such software applications.
- State and Federal grant and loan programs and administrative requirements.
- Principles and practices of construction and maintenance.

### **Skills and Abilities**

- Reading, interpreting, understanding and applying Federal and State rules and regulations, as well as Borough policies and procedures.
- Assessing and prioritizing multiple tasks and projects.

- Planning, organizing, directing and coordinating the work of supervisory, professional, and trades personnel.
- Delegating authority and responsibility and preparing and administering large and complex budgets.
- Sequence and execute a high volume of work projects.
- Exceptional verbal and written communication and interpersonal skills.
- Preparing clear and concise reports.
- Ability to read, understand, and interpret plans, blueprints, and technical specifications for building and grounds projects.
- Preparing cost estimates, writing contract specifications, and preparing bids.
- Ability to represent the Borough in a highly professional manner and appropriately respond to inquiries from management, citizens and regulatory agencies.
- Demonstrated ability of creative problem solving and the ability to work as part of a team
- Establishing and maintaining effective working relations with other Borough employees and representatives from other local, state and Federal agencies.
- Troubleshooting building systems.

#### **Physical Abilities**

Requires sufficient ambulatory ability to inspect premises, including some ability to bend, stoop, crawl, and walk in confined areas and to work from ladders, scaffolds, and other elevated areas. Sufficient visual acuity to read detailed drawings, recognizing words and numbers. Sufficient auditory ability to carry on conversations in person and over the phone.

#### **Education and Experience**

- A bachelor's degree or equivalent with major course work in civil engineering, construction management, business administration.
- Five years with experience and increasing responsibility in maintenance and construction management with demonstrated capital project management experience, including budgeting and fiscal control, contract administration, personnel management.
- A minimum of three years of staff supervisory, budget and management responsibilities.
- An equivalent combination of education and experience.

#### **Licenses and Certificates**

Requires a valid Alaska Driver's License or the ability to obtain one.

#### **Working Conditions**

Work is performed in an office environment and at construction sites where safety considerations exist from observing physical labor and equipment operation. May be exposed to slippery surfaces, heavy equipment and machinery and inclement weather when conducting review of construction or project sites.

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

City & Borough of Wrangell

Department/Site: Fire Department

Reports to/Evaluated by: Borough Manager

Position: Fire Chief

Position Description					
	Type: Permanent, Part-Time				
	FLSA: Exempt				
	Salary Grade: 24 28				

### **Summary**

Plans, organizes and manages the activities and personnel engaged in fire suppression, rescue, and emergency medical services. Researches and proposes budgets and capital purchases and manages the financial affairs of the department. Directs and participates in fire suppression, prevention, and natural disaster preparedness for the purpose of minimizing losses of property and lives. Coordinates fire department activity with other agencies.

## **Distinguishing Career Features**

The Fire Chief is responsible for planning, managing, and integrating programs directed at protecting lives and property from losses due to fire and natural disaster. The department's focus includes, and is not limited to fire suppression and prevention, emergency medical services, hazardous materials, marine/harbor facilities, and disaster planning. Advancement to this position is by appointment and requires a demonstrated ability to administer the policies set forth by the Assembly.

#### **Essential Duties and Responsibilities**

- Plans, organizes, and implements effective fire suppression, fire protection, and emergency medical services for the City and Borough. Plans, organizes, and implements policies and services provided by the department.
- Supervises employees. Establishes standards of service and performance for the department. Develops and maintains systems and records that provide for proper evaluation, control and documentation of Department services. Conducts performance evaluations, and initiates and implements disciplinary actions as warranted.
- Responds to fires and other emergencies and takes command of incident operations.
   Ensures readiness of department personnel and equipment. Analyzes and recommends improvements to existing operating systems of the department.
- Administers and enforces Fire and Life Safety building codes including plans review, building inspection, fire investigation, fire cause determination, hazardous materials locations, and public education efforts.
- Works closely with the other fire protection, rescue, marine, and emergency preparedness agencies, such as but not limited to, USFS and the State of Alaska, to provide and coordinate regional services related to emergency services and fire suppression.
- Ensures adequate training and skill maintenance of staff utilizing modern technology and fire suppression/education techniques to ensure efficient, responsive fire suppression, and emergency medical services.
- Oversees and provides for community-based training in first aid, CPR, disaster

preparedness, and volunteer fire services.

- Directs and develops short and long range plans, goals and objectives for the Department.
- Researches, prepares, and administers the department's operating and equipment budgets.
- Performs other duties as assigned that support the overall objective of the position.

## **Qualifications**

#### Knowledge and Skills

The position requires professional specialization principles, practices, standards, and philosophy of fire science for structures, land, and marine, and emergency medical service administration. Requires in-depth knowledge of long range planning for fire services, modern technology related to the delivery of fire protection and suppression, and emergency medical response services. Requires knowledge of current and proposed legislation and laws of the local, state, and federal governments that affect fire protection services. Requires in-depth knowledge of the equipment – vehicles, machines, apparatus, and tools used for fire and emergency medical services. Requires sufficient computer skills to locate, research, and retrieve information from internal and external sources. Requires well-developed math skills to prepare financial and statistical reports. Requires advanced written English language skills to prepare professional correspondence, training and promotional materials, and for required reports. Requires well-developed human relations skills to prepare and deliver formal presentations, conduct training and public information, negotiate contracts, and convey a positive image of the department and City to the general public.

#### Abilities

Requires the ability to carry out and accomplish the objectives and duties of the position. Ability to plan and direct large-scale fire suppression, prevention, rescue and emergency medical services programs and personnel. Ability to analyze and make recommendations on complex management/service delivery issues. Thorough ability to analyze situations quickly and objectively, to recognize actual and potential danger, and determine the proper courses of action. Ability to establish and maintain effective working relationships with employees and the public. Ability to anticipate and resolve issues. Requires the ability to learn, understand, interpret, explain and apply relevant city, state and federal laws, and the needs of the community. Ability to establish and maintain cooperative relationships with elected officials, all levels of City employees, representatives of other governmental agencies, community and business organizations, the media, employees and the public. Requires the ability to prepare clear, concise and comprehensive reports, studies and other written materials. Requires the ability to perform Firefighter and Fire Medic duties as needed.

#### Physical Abilities

The incumbent performs work of an active nature. Requires the ability to perform arduous physical labor on an intermittent basis, stand for extended periods of time, walk up to 400 yards, carrying and manipulating (lift, move) medium to heavy weights of up to 75 pounds on a regular basis without assistance. Requires the ability to push, pull, and guide materials over 75 pounds. Requires the ability to climb (e.g. ladders), stoop, kneel, and crouch on a regular basis and on unstable surfaces. Requires sufficient hand-eye coordination, hand and finger dexterity including ability to grasp, and visual acuity to

operate specialized equipment and read technical and safety information. Requires auditory ability to hear voices, machinery sounds, and alarms. Requires near and far visual acuity to read printed materials, moving objects, and observe work-in-progress. Requires speaking ability to carry on ordinary conversations and extend voice in noisy environs. Requires the ability to work in extreme temperatures, dangerous conditions, in and among toxic fumes, and on unstable surfaces.

## Education and Experience

This position typically requires a bachelor's degree from an accredited university in fire science, public administration, or equivalent and over 8 years of progressively responsible fire management experience; or an equivalent combination of training and experience.

#### Licenses and Certificates

Requires a driver's license. First Aid and CPR card.

#### Working Conditions

Work is performed indoors and outdoors in dangerous situations requiring extreme care and attention to safe work habits and donning of safety gear.

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

## City & Borough of Wrangell

Position			A 444	-	4	~ 10	
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Position: Police Chief	Position Number:
Department/Site: Public Safety Department	FLSA: Exempt
Evaluated by: Borough Manager	Salary Grade: 35 39

#### **Summary**

Plans, organizes, directs, and integrates all activities of the Police Department to protect life and property through law enforcement and crime prevention work. Continuously analyzes and evaluates operations and trends for assuring efficiency and adequacy of service. Maintains professional discipline in the Department. Assures that all employees are properly trained.

## **Distinguishing Characteristics**

The Police Chief is a management position, responsible for the full scope of Police Department operations including patrol, investigations, corrections, public relations and community education. The position serves under the general direction of the City Manager and is accountable for accomplishing departmental goals and objectives. Advancement to this position is through promotion and compliance with the qualifications of the job.

## **Essential Duties and Responsibilities**

- Develops, revises, and implements police department policies and procedures. Develops and implements goals and objectives for the department.
- Plans, organizes, assigns, and directs operations with respect to personnel and equipment. Assures that officers receive adequate training.
- Recruits, selects, supervises, and discharges employees of the department, subject to final administrative approval. Establishes performance criteria for assigned staff; monitors and reviews performance of job duties. Administers approved disciplinary actions.
- Enforces, through subordinate officers, federal laws, Oregon state statutes, and city ordinances within the city. Coordinates the efforts of the department with other agencies, and community groups and resources in assuring awareness of crime prevention throughout the city.
- Hears and resolves citizen complaints. Responds to inquiries from the public.
- Maintains cooperative efforts among departments, agencies, and other groups. Cooperates with law enforcement and corrections agencies in adjacent areas and throughout the State to ensure integrated, state-of-the-art services to the community.
- Exercises budgetary control. Researches, proposes, justifies, and develops budget proposals, and justifications to accomplish goals and priorities. Administers budgets upon approval.
- Seeks and develops proposals for grants enhancing the department's capacity to serve the public. Oversees administration of grants.

Police Chief

- Evaluates and arranges for the purchase of equipment and supplies.
- Prepares and reviews reports and assures that all records are maintained according to law enforcement requirements.
- Attends law enforcement conferences and conventions and other educational meetings to keep up-to-date with modern law enforcement methods and administration.
- Reports to the scene of crimes to assume command and coordinate police activities.
- Supervises investigations, coordinating crime site protection, evidence gathering, interrogations and statements, and the assistance of other agencies as necessary.
- Confers with the City Attorney on legal matters within the area of responsibility.
- Performs other duties as assigned that support the overall objective of the position, including those of a Police Officer.

## **Qualifications**

#### **Knowledge and Skills**

The position requires extensive knowledge and experience in all phases of police work including principles and practices of modern crime prevention, investigation, criminal identification, apprehension, rules of evidence, traffic control and safety, care and custody of prisoners, record keeping, and all other aspects of law enforcement and administration. Requires considerable knowledge of modern developments in the field of law enforcement and crime prevention. Requires advanced knowledge of management and administrative practices and procedures required. Requires extensive knowledge of city policies, the geography of the community, of public and private facilities, and the location of important buildings. Requires thorough knowledge of the behavior of criminals and the causes underlying criminality and of the organization and function of local, state, and federal agencies concerned with enforcing regulations, licensing, safety, and related investigative activities. The position requires well-developed language, reading, and writing skills to understand professional journals. Requires sufficient math skills to perform a variety of business calculations. Requires well-developed human relation skill to conduct negotiations, persuade others to a course of action, and to build an effective team through leadership and training.

#### **Abilities**

Requires the ability to plan, develop, and implement annual business plans to meet the objectives of the City. Requires the ability to supervise and train departmental employees, including professionals, in a manner which is conducive to proficient performance, high morale, and departmental effectiveness. Requires the ability to prepare or coordinate the preparation of comprehensive reports, presentations, legal briefs, budgets, and correspondence. Requires the ability to communicate effectively when cooperation may be difficult to achieve, both orally and in writing, to conduct interviews with criminals, suspects, and family members, and to work with disturbed and/or angry individuals. Requires the ability to analyze complex law enforcement problems, to think and act quickly, calmly and effectively in emergency and other stressful situations, required. Requires the ability to operate firearms, cameras, and automotive and radio equipment; to obtain information

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through interrogations and observation. Requires the ability to prepare cases for court or other hearings. Requires the ability to establish and maintain positive working relationships with city officials, judges, attorneys, the District Attorney's office, other law enforcement agencies, social agencies, and the community.

#### Physical Abilities

Requires the ability to maintain cardiovascular fitness to function well in stressful situations and to physically restrain individuals while making arrests. Requires the ability to use speech and hearing for ordinary conversation and to hear sound prompts from equipment. Must have near visual acuity to write and to read printed materials and computer screens and to observe moving objects at a distance such as observe persons, operate a vehicle, and use firearms. Must be able to utilize manual and/or finger dexterity to type/keyboard and/or utilize mouse to operate a microcomputer and other office equipment; use a firearm, and operate stationary and mobile equipment.

#### Education and Experience

The position typically requires an Associates degree in Justice or equivalent discipline and 8 years of progressively responsible law enforcement experience that includes investigations, training and leadership. Additional higher education in Justice may substitute for some experience.

#### Licenses and Certificates

Requires a valid Alaska State driver's license, a management certification from the Alaska Police Standards and Training Council, or equivalent.

### Working Conditions

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

## City & Borough of Wrangell

Position	D	es	scription	
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Position: Library Director	Type: Permanent, Full-Time
Department/Site: Library	FLSA: Exempt
Evaluated by: Borough Manager	Salary Grade: <del>19</del> 26

#### **Summary**

Ensures the efficient and effective delivery of comprehensive library services and systems by planning, directing, and integrating the operations of a central, full service library that serves the community as well as outlying areas. Organizes, develops, and directs a Library staff engaged in customer service activities such as circulation, reference, interlibrary loan, and various technology activities.

## **Distinguishing Career Features**

The Library Services Director is a working management position responsible for integrating library services for the community. Advancement to this position is appointment and compliance with the stated qualifications.

## **Essential Duties and Responsibilities**

- Plans, organizes, supervises, and evaluates the operations and administration of the City's library. Ensures that operations and administrative support are organized and delivered to optimize customer service.
- Participates with the development and implementation of strategic plans for the library, including long-range planning, research and development of future services.
- Develops goals and objectives, formulates services and programs to accomplish goals, allocates resources, establishes priorities, and develops and implements procedures, processes, standards, and systems to deliver service.
- Directs, monitors, and reviews the work of library employees. Establishes standards for performance and service, hours of operation that optimize the use of approved staffing, and facility resources. Reviews performance of assigned staff.
- Assumes a leadership role in working with and using community-based advisory boards.
- Oversees and participates in the development of the library collections. Establishes long range goals, prepares action plans, and assigns responsibility for specific elements of the collection to the appropriate library staff.
- Oversees and participates in library circulation and reference, performing advanced services in each area.
- Directs and participates in community promotional and education programs designed to increase patron usage of library services.
- Participates in, and facilitates budget preparation and administration; prepares cost estimates for budget recommendations. Researches and submits budget proposals.

Monitors and controls expenditures.

- Proposes new services and new service approaches in a Library-wide context, develops and implements strategies for integrating same into established policies and procedures.
- Develops and implements special programs and projects, contracts, and grant proposals.
   Participates in preparing applications and proposals for grants. Administers approved grants.
- Performs other duties as assigned that support the overall objective of the position.

#### **Qualifications**

## Knowledge and Skills

The position requires specialized professional knowledge of the concepts, principles, techniques, and laws of public library administration. Requires specialized knowledge of the practices and techniques for information retrieval, and library material classification and cataloging. Requires sufficient math skills to perform statistical and financial analysis. Requires sufficient knowledge of personal computer operations to direct to access and apply common desktop productivity software, administrative databases, and special programs for library automation, and system modules including online acquisitions, serials, and reports. System technology support is required. Requires knowledge of community demographic trends that influence programs and strategic direction. Requires advanced knowledge and skill in the English language to prepare professional correspondence and reports. Requires well-developed human relation skill to deliver talks to small groups, present ideas clearly, resolve conflict, manage and review staff performance. Experience with the TLC (The Library Corporation) automated systems is preferred.

#### Abilities

Requires the ability to plan, coordinate, and integrate the sub-functions within the library, including, but not limited to collection development, acquisitions, reference, circulation, and special programs. Requires the ability to develop and administer business plans and budgets. Requires the ability to direct and perform difficult research and analysis. Requires the ability to understand, interpret, explain and apply all policies, laws, regulations, codes, and ordinances applicable to assigned area within the City. Requires the ability to use sound judgement when making decisions, interpretations, and in communications with others. Requires the ability to conduct performance reviews of subordinates in line with the accomplishments of the department. Requires the ability to work cooperatively with senior citizens. Requires the ability to work as contributing member of a team, work productively and cooperatively with other teams and external customers, and convey a positive image of the City and its services. May be required to work evenings and weekends.

### Physical Abilities

Requires the ability to function primarily indoors in an office which can be sedentary. However, the ability to move furniture, boxes of books, and other lighter physical abilities are necessary. Requires the ability to continually and alternately move from sitting to standing to assist the public. Requires sufficient ambulatory ability to move about to office and remote locations. Requires auditory ability to carry on audience, ordinary, and telephonic conversation. Requires near and far visual acuity to read detailed maps, drawings, other printed material, computer screens, and observe physical layouts. Requires manual and finger dexterity to write and to operate microcomputers and other

office equipment. Requires the ability to alternatively sit and stand for sustained periods of time to deliver presentations and perform counter work. Will occasionally ascend/descend stairs and move equipment weighing up to 40 pounds.

#### Education and Experience

The position requires a master's degree in library science from an American Library Association accredited university or college and two years of progressively responsible library experience. Extensive experience may substitute for some higher education.

#### Licenses and Certificates

Requires a valid driver's license.

## Working Conditions

Work is performed indoors where minimal safety considerations exist.

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

## City & Borough of Wrangell Position Description

Position: Nolan Center Director	Type: Permanent, Full-Time
Department/Site: Nolan Center	FLSA: Exempt
Evaluated by: Borough Manager	Salary Grade: 24 28

#### **Summary**

Under the supervision of the Borough Manager, oversees all Nolan Center facility operations, administration and staff management of Civic Center, Museum, Collections, Gift Shop, Theater and Visitor Center.

### **Distinguishing Career Features**

The Nolan Center Director is responsible for maintaining a record of Wrangell's past for its residents and visitors. The Director must educate the public, prioritize collections, and set goals for the safekeeping and care of Wrangell's historical record. The Director is responsible for performing the managerial and administrative tasks required to support and enhance the day-to-day business operations of the facility. This involves work with agency personnel, meeting planners, members of private industry, event planners, historical scholars and researchers and the general public, both locally and outside of Wrangell. The Director is responsible for overseeing the general condition of the building and making sure that all necessary maintenance is performed.

#### **Essential Duties and Responsibilities**

The following list is intended to be a general list of duties and responsibilities, but is certainly not limited to the following:

#### GENERAL ADMINISTRATION

Responsible for all phases of administration. Prepares and submits annual budget to the Borough Manager. Monitors expenditures and coordinates with the Borough Manager and the Finance Director for cost control. Responsible for acquisition and expenditures of Nolan Center Department within approved budget. Provides monthly reports to the Borough Manager on operations. Keeps Borough manager informed of critical Nolan Center needs. Coordinates maintenance and capital development of facilities as required. Makes timely deposits from sales. Keeps accurate records of museum visitors and inquiries for statistical purposes. Invoices and collects payments for the rentals of the Civic Center, schedules, plans and supervises functions and events.

#### **MUSEUM & COLLECTIONS**

- Oversees all Museum administrative operations. Provides professional care and administration of Museum Collection. Provides Museum services to the general public. Inventories the Collection according to best management practices.
- Evaluates existing and proposed exhibits, schedules and initiates actions necessary to implement changes in interpretive themes. Plans, prepares and installs permanent and temporary exhibits in accordance with generally accepted security, safety, conservation and education standards and ethics.
- Researches local history and makes findings available to the public using appropriate vehicles for transmission. Researches history of each piece of the collection as per professional curatorial practices.
- Provide educational opportunities for the public at large, the Wrangell school system

- through special activities, guided museum tours, and other public outreach activities.
- Develops long and short-range program goals consistent with Museum mission and By-Laws. Ensures implementation, planning and evaluation of department programs, activities and facilities.
- Interacts with other museum, history, and anthropology professionals as needed.
   Attends professional seminars and training as needed within budgetary constraints to keep informed as to current museum trends and issues.
- Keeps accurate records of artifacts on loan or donated from the community through standard museum registration techniques. Evaluates proposed donations and loans for appropriateness for inclusion in the Museum collection. Evaluates acquisitions for condition and stability and provides or seeks appropriate conservation measures as needed. Monitors humidity and temperature for stability or for statistical compilation of data. Prepares annual loan renewals.

#### **THEATER**

- Manages all phases of the theater operations.
- Work with Committee to determine moving showings.
- Maintains relationship with booking agent. Responsible for booking movies and reporting requirements.
- Develops and maintains working knowledge of all theater equipment and operations to provide necessary training to employees and volunteers.
- Manages concessions ordering, supplies and sales.
- Works with statewide arts associations to book cultural activities for the theater, taking advantage of groups touring Alaska.

#### CIVIC CENTER

- Oversees the Civic Center as a whole including, but not limited to, events, booking, billing, and setup. Develop and maintain standard operating procedures for conventions and meetings. Maintain booking calendar. Issue contracts for center leasing and necessary follow-ups and contract closeout. Meet client needs. Create and maintain database of inquirers, associations and potential users to include (all data is the property of the City).
- Perform meeting/convention sales activities including
  - a. Client sales calls
  - b. Preparation of bid proposal packets
  - c. Site tours for prospective clients
  - d. Client follow-ups
  - e. Press releases
- Provides direct marketing through strategically placed advertising designed to attract visitors to the museum and Civic center. Attends sales marketing events to attract conferences and meetings in the Civic Center.

#### VISITOR CENTER

Operates Visitor Center with Forest Service. Responsible for maintaining the inventory
of city property belonging to the Civic Center (i.e. responding to visitor inquiries,
organizing familiarization tours, press releases and calendar of events).

#### **GIFT SHOP**

 Manages all aspects of inventory acquisitions (ordering), inventory, tracking, display and sales.

## **SUPERVISION**

- Supervises employees and volunteers in the implementation of department goals and programs through visitor contact, and gift shop administration. Maintains accurate employee records. Oversees staff development. Provides staff evaluations as needed. Ensures staff adheres to the varied procedures of the different facility operations.
- Provide staff and volunteer training in gift shop management, basic accounting and bookkeeping skills, general maintenance, inventory, historical research, public

relations, and appropriate artifact handling procedures. Train staff and volunteers to provide public tours. Provide Wrangell travel information for visitors. Train staff to set-up meetings and conferences, learn audio and video equipment.

#### TEAMWORK AND COOPERATION

 Works cooperatively with employees, other city departments, external agencies and the general public. Fosters an atmosphere of cooperation and trust between the department and various organizations within the city.

#### **FUNDRAISING**

 Prepares and writes grants for supplementary funding for programs or other projects not provided for in the annual budget.

#### FACILTY MAINTENANCE

Oversees and schedules building maintenance. Relies on staff from Public Works,
 Parks and Rec and independent contractors for general maintenance.

## **Qualifications**

#### Knowledge and Skills

- Must have or be able to learn modern museum management principles. Keep current on museum standards and practices.
- Requires demonstrated leadership ability to coordinate, motivate, develop and evaluate staff resources.
- Requires experience working with word-processing and database software.
   Requires general accounting experience, inter-personal skills and proficiency with computers, business administration/operating and/or sales.
- Must be friendly and empathetic to facilitate working effectively with people while coordinating activities to accomplish the goals of the James and Elsie Nolan Center.
- Work experience in facility management, convention sales or meeting planning is desirable and may be considered in lieu of other required experiences.
- Requires working knowledge of the facility.
- Requires promotional experience.
- Requires knowledge with kitchen and food processing equipment.
- Requires the skill to organize and set up for functions

#### Abilities

Ability to work independently. Ability to perform a variety of administrative duties including supervision, delegation, personnel administration, and ability to deal with the public. Ability to perform historical research on regional history and be a reliable source of information. Ability to provide responsible, professional care to the community's collection of artifacts which are housed at the Museum.

Requires the ability to communicate effectively both orally and in written form. Ability to represent the City Department in a professional manner to the Borough Assembly, meeting planners, the general public, scholarly researchers, civic groups and other agencies.

Requires the ability to adapt to changing needs and priorities. Willingness to perform various job related duties as situations require with a strong sense of teamwork. Ability to give direction and make quick decisions.

#### Physical Abilities

Ability to lift and/or carry 50 pounds. Ability to assist in the set-up and break-down of event venues for all manner of facility functions. Ability to work in an office setting, including sitting for long periods of time. Fine motor abilities to operate office equipment and file and retrieve documents required. Visual acuity to read computer screens, printed information, and accounting documents required. Must be able to carry out conversations over the phone and in person.

## Education and Experience

Requires at least two (2) year's office management/administrative experience with emphasis on customer service and supervisory experience. Familiarity in civic facility operations preferred. Knowledge in history, museum studies, or anthropology desired. Skill in event management a plus. Experience in meeting/convention marketing and/or planning also desired. Proficiency in grant writing and grant administration, budget formulation and administration.

#### Licenses and Certificates

Requires valid Alaska Driver's License and ability to obtain ADEC Food Worker Card within 60 days.

#### Working Conditions

Most work is performed indoors where minimal safety considerations exist. May work long hours (up to 16 hours a day) indoors, with minimal safety concerns, may work outside in garden area.

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

## City & Borough of Wrangell Position Description

Position: Public Works Director	Type: Permanent, Full-Time		
Department/Site: Public Works	FLSA: Non-exempt		
Evaluated by: Borough Manager	Salary Grade: 30 35		

## **Summary**

Plans, directs and coordinates the activities of the departments of Public Works, including Cemetery, Garage, Sanitation, Streets and the Sewer and Water utilities, by performing the following duties or through subordinate supervision.

### **Distinguishing Career Features**

The Public Works Director is a management position responsible for integrating different, yet related functions supporting overall Public Works goals. Exercises decision making, supervision and problem-solving skills on a daily basis for efficient delivery of public services, infrastructure maintenance and customer service.

The Public Works Director requires competency in construction management and the ability to integrate a complete system of streets, sanitation, water distribution, wastewater treatment, and fleet management.

Advancement to this level is through promotion and compliance with the qualifications of the position.

## **Essential Duties and Responsibilities**

This list is ILLUSTRATIVE ONLY and is not a comprehensive listing of all functions and tasks performed by incumbents of this class.

- Oversees all Public Works, Sewer, Water, Garage and Sanitation employees and operations. Ensures compliance with State and Federal health and safety, water quality and wastewater regulations. Responsible for training to insure proper certification of Public Works employees.
- Coordinates with and directs supervisors responsible for Public Works, Water, Sewer, and Garage functions. Meets regularly with staff to evaluate performance and discuss and resolve workload and technical issues.
- Hires, fires, evaluates, confers and directs departmental staff, with the assistance from departmental supervisors, responsible for street, water, sewer, sanitation and fleet management. Coordinates the use of human resources and equipment and materials to consolidate purchasing requests.
- Develops and reviews technical reports, budget estimates and bid packages and regulatory standards. Negotiates and manages services and departmental contracts, terms, and warranties.
- Responsible for the annual development and administration of the overall budgets for all Public Works departments, departmental functions and special projects. Assists Capital Facilities Director in evaluation of annual maintenance and capital project needs related to Public Works facilities and operations.
- Evaluates Public Works program requirements, Federal and State mandates, and resource utilization; coordinates program planning and municipal services evaluation; identifies

- resources and coordinates integration of services with other programs, departments, and agencies.
- Reviews new laws and proposed legislation and determines impact to programs or projects; remains current on Public Works issues and presents recommendations for City policies; prioritizes projects and programs to optimize funds spent on facilities and infrastructure.
- Acts as a Borough liaison between various State agencies and represents the interests of the Borough Manager and Borough Assembly, as directed.
- Maintains cooperative working relations with the other Borough departments, and
  outside agencies; serves as liaison between various organizations and agencies; serves on
  committees, task forces and other groups as tasked.
- Represents the Borough when dealing with Federal, State and local agencies and the media regarding Public Works operations and issues.
- Develops, analyzes and maintains disaster response plans, strategies and policies.
- Develops and interprets policy and provides staff direction on implementation of those policies and procedures.
- Formulates and directs proper training, work practices and safety programs.
- Performs site evaluations and assists with project planning for the design and construction of city facilities and infrastructure. Provides preliminary cost estimates as requested for special projects.
- Reviews and assesses equipment and supply needs for various Public Works departments operation and projects. Procures equipment, supplies and services according to Borough policies and ordinances. Proposes, assists, and reviews specifications for new equipment. Maintains accurate and detailed records of all purchases for the department. Manages and directs the Garage Department with fleet management, including vehicle and equipment procurement, evaluation, allocation, replacement scheduling, and repair and operational issues requiring administrative oversight and approval.
- Responsible for the as-built record plans for storm sewer, sanitary sewer, water, and street systems.
- Responsible for the construction, maintenance and repair of water and sewer mains and services.
- Assists crews with emergency and routine sewer, water, street repair and snow removal, as needed. Responsible for the proper use and maintenance of Borough equipment.
- Responsible for operation of the Borough's cemeteries and locating grave plots as assigned by the Borough Clerk. Coordinates work and personally maintains as-built record drawings of cemetery.
- Manages the Borough's rock quarry and waste soils sites in accordance with State and Federal laws and permitting requirements.
- Acts as back-up Building Official as outlined in Wrangell Municipal Code and building codes as adopted by the Borough including plan review, issuing building permits and inspections. Participates in the review of plans for private development projects for compliance with codes, regulations and standards, adequacy of permit applications and compliance with approved plans, as they relate to Public Works infrastructure.
- Performs other duties as assigned by the Borough Manager.

#### **QUALIFICATIONS**

#### **Knowledge and Skills**

- Department and Borough organization, operations, policies and procedures.
- Federal, State and local government laws, statutes and ordinances related to Public Works divisional operations.
- Personal computers, word and data processing software, including the Microsoft Office

- suite of applications, and other software as utilized by the department, such as ArcGIS, work order and inventory tracking software, or the ability to learn such software applications.
- Generally accepted government accounting practices in relation to general funds and enterprise funds. Principles of public sector budgets, accounting and contract management.
- Principles and practices of street, water and sewer infrastructure construction and maintenance.
- Principles and practices of water and sewer utility operations and infrastructure, storm water management, solid waste collection and disposal, fleet acquisition and maintenance.
- Knowledge of quarry operations and safety standards, including storm water pollution prevention and erosion control practices.
- Must be familiar with highway equipment and repair, facilities maintenance, supervisory techniques, proper and safe operating procedures, cost analysis, and seasonal equipment needs.
- Must have knowledge of and comfort with mathematical concepts including probability, statistical inference, and plane and solid geometry.
- Must be able to apply fractions, percentages, ratios, and proportions to practical situations.
- Effective customer service principles.

#### **Abilities**

- Ability to plan, organize, direct and coordinate the work of supervisory, professional, and trades personnel.
- Ability to supervise, coordinate employee efforts and administer policies.
- Ability to delegate authority and responsibility and prepare and administer large and complex budgets.
- Ability to allocate limited resources in a cost-effective manner and have the ability to sequence and execute a high volume of work projects.
- Ability to assess and prioritize multiple tasks and projects, and delegate tasks and authority.
- Ability to effectively respond to, and resolve inquiries from management, citizens and regulatory agencies.
- Ability to prepare clear and concise reports with proper sentence structure, punctuation and grammar.
- Ability to read, understand, and interpret plans, blueprints, and specifications for infrastructure projects, as well as the ability to prepare cost estimates, write construction or equipment specifications, and prepare requests for quotes.

#### **Physical Abilities**

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Requires sufficient ambulatory ability to inspect facility and utility infrastructure, including some ability to bend, stoop, and walk in confined areas. Sufficient visual acuity to read detailed drawings, recognizing words and numbers. Sufficient auditory ability to carry on conversations in person and over the phone.

#### **Education and Experience**

Any combination of training, education and experience which demonstrates an ability to perform the duties of the position. The typical qualifying entrance background requires a bachelor's degree or equivalent with major course work in civil engineering, construction management, business administration, public administration, or a related field, and five years of responsible experience in planning, organizing and directing a public works or related operation, including three years in an administrative or supervisory capacity.

- Other combinations of education and experience may be substitutes that demonstrate competency in the desired knowledge, skills and abilities for this position.
- Must have sufficient skills necessary to operate related equipment effectively, safely, and responsibly.
- Requires the ability to clearly read, write, and speak English.

#### **Licenses and Certificates**

Requires a valid Alaska Driver's License or the ability to obtain one upon hire.

## **Working Conditions**

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Incumbent performs over 90% of duties in an office environment. Work is also performed outdoors where some safety considerations exist from observing physical labor and equipment operation.

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

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

AGENDA ITEM TITLE:			DATE:	April 9, 2024	
			Agenda Section	15	
			<u> </u>		
<b>EXECUTIVE SESSION:</b> Discussion on the Proposed Borough Manager's Contract					
SORMILIED BA:		<b>FISCAL</b>	FISCAL NOTE:		
		Expenditure Required:			
Wing Land Bayer de Claule		FY 20: \$ FY 21: FY22:			
Kim Lane, Borough Clerk					
		Amount Budgeted:			
Γ		FY22 \$0			
Reviews	/Approvals/Recommendations	Account Number(s):			
		Account Name(s):			
Name(s)					
Name(s)		Unencur	nbered Balan	nce(s) (prior to	
	Attorney	Unencumbered Balance(s) (prior to expenditure): See Agenda Statement			
	Insurance				
ATTACHMENTS:					

# **RECOMMENDATION MOTION:**

I move, pursuant to 44.62.320 (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 discuss the Borough Manager's Proposed Contract.

## **SUMMARY STATEMENT:**

On March 19, 2024, the Borough Assembly (in Executive Session) interviewed candidates for the Borough Manager's position.

The Assembly came out of Executive Session and approved moving forward with offering the Borough Manager's position to Mason Villarma and appointed the Mayor and Vice-Mayor to negotiate a contract with Mr. Villarma.

The Assembly will discuss the proposed Borough Manager's Contract in Executive Session and then they will come out and may take action to approve the contract.

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

AGENDA ITEM TITLE:		DATE:	April 9, 2024			
		<u>Agenda</u>	15 (after ES)			
			<u>Section</u>			
Approval to hire Mason Villarma as the new Borough Manager and to approve the Borough Manager's Contract, as presented (may or may not be considered)						
SORMITIED BY:		FISCAL	FISCAL NOTE:			
		Expenditure Required:				
Kim Lane, Borough Clerk		FY 20: \$	FY 21:	FY22:		
		Am count Dodgested				
Am			Amount Budgeted: FY22 \$0			
Reviews/Approvals/Recommendations Account			ccount Number(s):			
		Account Name(s):				
Name(s)						
Name(s)		Unencumbered Balance(s) (prior to				
	Attorney	expenditure): See Agenda Statement				
	Ingurance					

# **RECOMMENDATION MOTION:**

Move to approve hiring Mason Villarma as the new Borough Manager and to approve the Borough Manager's Contract, as presented.

## **SUMMARY STATEMENT:**

**ATTACHMENTS:** 

On March 19, 2024, the Borough Assembly (in Executive Session) interviewed candidates for the Borough Manager's position.

The Assembly came out of Executive Session and approved moving forward with offering the Borough Manager's position to Mason Villarma and appointed the Mayor and Vice-Mayor to negotiate a contract with Mr. Villarma.

The Assembly will discuss the proposed Borough Manager's Contract in Executive Session and then they will come out and may take action to approve the contract.

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

AGENDA ITEM TITLE:		DATE:	April 9, 2024		
		Agenda Section	15		
(Possible) Executive Session: Discussion on the Proposed IBEW Collective Bargaining Agreement					
SUBMITTED BY:		CAL NOTE:			
Expendi			iture Required:		
Mason Villarma, Interim Borough Manager					
		Budgeted:			
		_	\$0		
Reviews/Approvals/Recomme	endations /	Account	Number(s):		
		Account	Name(s):		
Name(s)					
Name(s)		Unencumbered Balance(s) (prior to			
Attorney		expenditure): See Agenda Statement			
Insurance					

## **RECOMMENDATION MOTION:**

Pursuant to AS 44.62.310 (c)(3), I move to approve that we go into Executive Session, and invite the Borough Collective Bargaining Team, Borough Manager, to discuss the proposed Collective Bargaining Negotiations, a matter "which by law, municipal charter, or ordinance" is required to be confidential.