



Tuesday, November 12, 2019
6:00 PM

Location: Borough Assembly Chambers
City Hall

WORK SESSION - 6:00 p.m.

- a. Work Session: Discussion of the (Local) Contractor Policy

1. CALL TO ORDER

- a. PLEDGE OF ALLEGIANCE led by Assembly Member David Powell
b. CEREMONIAL MATTERS

- i. Certificates of Service for outgoing Board and Commission members
ii. Introduction - Police Chief Candidates

2. ROLL CALL

3. PERSONS TO BE HEARD

4. AMENDMENTS TO THE AGENDA

5. CONFLICT OF INTEREST

6. CONSENT AGENDA

- a. CONSENT AGENDA - Motion Only
b. Assembly Minutes from Regular October 22, 2019

7. BOROUGH MANAGER'S REPORT

- a. Capital Facilities Department Report
b. Travel Report - October
c. Economic Development Department Report
d. Wrangell District Ranger Report
e. Shane Levesque, Levesque Law Group - Introduction on Personnel Regulations & Social Media Policy
f. Accounts Receivable Reports (Harbor and Finance)

8. BOROUGH CLERK'S FILE

- a. Borough Clerk's File

9. MAYOR AND ASSEMBLY BUSINESS

10. MAYOR AND ASSEMBLY APPOINTMENTS

- a. Committee Appointment – Economic Development Committee

- b. SEAPA Board Appointments (*1 voting member & 1 alternate member*)
- c. Nomination to the Southern Southeast Regional Aquaculture Association (SSRAA) Board

11. PUBLIC HEARING

- a. **ORDINANCE No 970** REPEALING AND REENACTING CHAPTER 5.20 OF THE WRANGELL MUNICIPAL CODE RELATED TO THE PERMANENT FUND INVESTMENT POLICY, OBJECTIVES AND GUIDELINES

12. UNFINISHED BUSINESS

13. NEW BUSINESS

- a. **RESOLUTION No 11-19-1499** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA AMENDING THE FY 2020 BUDGET IN THE CIP FUND ACCEPTING A LOAN IN THE AMOUNT OF \$3,821,000 AND A GRANT IN THE AMOUNT OF \$3,161,000 FROM THE UNITED STATES DEPARTMENT OF AGRICULTURE, RURAL DEVELOPMENT, FOR THE WATER TREATMENT PLANT IMPROVEMENTS PROJECT AND AUTHORIZING ITS EXPENDITURE
- b. **RESOLUTION No 11-19-1500** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA AMENDING THE FY 2020 BUDGET IN THE CIP FUND ACCEPTING A GRANT IN THE AMOUNT OF \$2,996,953 FROM THE UNITED STATES ECONOMIC DEVELOPMENT ADMINISTRATION FOR THE WATER TREATMENT PLANT IMPROVEMENTS PROJECT AND AUTHORIZING ITS EXPENDITURE
- c. **RESOLUTION No 11-19-1501** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE FY 2020 BUDGET IN THE INDUSTRIAL CONSTRUCTION FUND INCREASING THE AUTHORIZED EXPENDITURE IN THE ENVIRONMENTAL COSTS ACCOUNT IN THE AMOUNT OF \$10,780 FOR CONTAMINATED SITES WORK PLAN DEVELOPMENT
- d. **RESOLUTION No 11-19-1502** OF THE ASSEMBLY OF THE CITY & BOROUGH OF WRANGELL, ALASKA, CALLING ON THE GOVERNMENT OF BRITISH COLUMBIA TO ACT IMMEDIATELY TO PROTECT THE TRANSBOUNDARY STIKINE WATERSHED AND ALL WHO DEPEND ON IT FROM THE IMPACTS OF CANADIAN MINING PROJECTS
- e. **RESOLUTION No 11-19-1498** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE FY 2020 BUDGET IN THE HARBOR FUND BY ACCEPTING UNBUDGETED REVENUE FROM THE SALE OF THE 65' ALUMINUM GANGWAY IN THE AMOUNT OF \$8,500 AND AUTHORIZING ITS EXPENDITURE; AND AMENDING THE HARBOR FUND AND THE COMMERCIAL FISHING INFRASTRUCTURE REPLACEMENT FUND ACCEPTING RAW FISH TAX REVENUE IN THE AMOUNTS OF \$68,154.40 AND \$216,314.17 RESPECTIVELY
- f. Approval of Memorandum of Understanding with the US Forest Service for Site Preparation and Temporary Shelter to Preserve and Interpret the MV Chugach
- g. Approval of Renewal of Memorandum of Understanding between the Wrangell Cooperative Association and the City and Borough of Wrangell
- h. Approval to Dispose of City Surplus Property in Conformance with Wrangell Municipal Code Section 5.10.060 and Authorization of the Borough Manager to Dispose of any Surplus Property Not Purchased during the Sale

i Approval of the Purchase of a Used Replacement Dump Truck for Public Works from Transport Equipment Inc. in the amount of \$49,900

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

15. EXECUTIVE SESSION

16. ADJOURNMENT

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	November 12, 2019
	<u>Agenda Section</u>	Work Session

Work Session: Discussion of the (Local) Contractor Policy

SUBMITTED BY:

Amber Al-Haddad, Capital Facilities Director

FISCAL NOTE:

Expenditure Required: \$XXX Total		
FY 20: \$	FY 21: \$	FY22: \$
Amount Budgeted:		
	FY20 \$0	
Account Number(s):		
Account Name(s):		
Unencumbered Balance(s) (prior to expenditure):		
	\$0	

Reviews/Approvals/Recommendations

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

- ATTACHMENTS:
1. Policy to hire contractors when a formal bid is not required (dated September 13, 2016)
 2. An Agreement between Contractor and the City and Borough of Wrangell (dated July 16, 2015)
 3. Current Contractors' Rotation Priority List
 4. Work Order Form
 5. Deficiency Report
 6. Heavy Equipment Rental Contractors' Equipment List with Rental Rates

RECOMMENDATION MOTION:

Discussion item only during Work Session.

SUMMARY:

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

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

The Office of the Borough Clerk was identified as the managing office of this policy and all departments coordinated their contractor needs through the list of contractors, on a rotating priority based on the construction work's discipline. Management of the Contractor Policy was recently shifted to the Capital Facilities Department and departmental staff, with administration, have identified the need for a periodic review of the policy.

The CBW has notified all contractors who are currently on the list about the public workshop scheduled to discuss this policy on November 12, 2019. Below are discussion points identified either by staff, administration, or the CBW's counsel, which are posed as initial discussion items at the workshop.

1. The current policy is confusing, in many ways simply because it does not mirror the Borough's procurement procedures in the Wrangell Municipal Code. It is also unclear at what project dollar thresholds written RFPs should be developed and issued, whether quotes can only be received from Contractors on the list and if so within what project value range. The policy conflicts with the code's various procurement requirements based on the dollar thresholds for either Sole Source, RFP, or Sealed Bid procurements.
2. The current policy was developed in such a way that it's strict application is severely limiting the Borough administration's ability to exercise discretion in the contracting process. WMC sections 5.10.040 -.050 were presumably drafted with the intent that there be clear delineation between the administrative staff's authority to bind the Borough by contract, and so that there are specific monetary amounts that would be left to the administration's sound discretion.
3. As currently written, each Department is responsible for administering their own procurements. Administration has identified the project level at which Department Heads are expected to manage their own use of contractors. Requiring written RFPs to be developed for lower level projects adds a layer of complexity and time requirement to achieving the goals of the department. Consequently, this has seen an added work load of RFP development, by the Capital Facilities Department staff, on behalf of other departments.
4. Following legal review, the Attorney recommends against employing any kind of pre-signed work agreement such as has been made a part of this Policy. Instead, they recommend using a standard construction contract, which is provided to project-interested Contractors, which

would be executed following a project award. This is the same manner in which we make our standard agreement a part of the formal solicitation documents for other competitively bid projects.

5. Concerns currently not included or requiring clarification and/or improvements in the existing Contractor Policy and in the Agreement Between Contractor and City and Borough of Wrangell are the following:
 - Contractual language updates necessary throughout both documents.
 - There is no requirement for evidence of contractor's surety bond.
 - There is no clear identification of the State of Alaska's occupational licensing for the specific disciplines of construction work from which the list of work discipline headings on the contractor's rotation priority list is matched.
 - Requires 2019 update to State Statutes requirement for Worker's Compensation Insurance requirements.
 - Contractors' hourly labor rates and heavy equipment rental rates need clear identification for various labor status (i.e. journeyman vs apprentice or laborer, equipment operator requirement, etc.). A standard mark up on materials used in project may also be considered as a rate criteria.
 - Consideration of the benefit of utilizing the same contractor for a phased project, if the Project Manager determines it to be in the best interest of the project/public. Contractually, this could be addressed in the same manner as change order work is developed in projects. The benefit to utilizing the same contractor is consistency in the work and project knowledge.

In addition to the concerns listed above, the CBW solicits engaging ideas from the Borough Assembly and the public regarding the (Local) Contractor Policy.

Shane Levesque, from the CBW's counsel, Levesque Law Group, LLC., will be present at the meeting to participate in this discussion as well.

City and Borough of Wrangell

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

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

Definitions:

- Contractor : A contractor for the purpose of this policy is someone that routinely does work related to constructing, altering, repairing, moving or demolishing a building, road, underground utilities and all of their subcomponents such as earthwork, electrical, plumbing, and mechanical.
- Local: It is someone who has a business located in Wrangell and routinely works in Wrangell and pays sales tax in Wrangell as part of their business.
- General Contractor: "general contractor" means a contractor whose business operations require the use of more than three trades or the use of mechanical or specialty contractors and subcontractors who are under the supervision of the contractor.
- "Specialty Contractor" means a contractor that is licensed by the State of Alaska to do work that requires the use of not more than three trades. For the purposes of this policy, this could include, but not limited to earthwork, utilities, electricians, plumbers and mechanical contractors.

1. To qualify, a contractor must provide the following no less than annually:

- A. Proof on Liability Insurance in the amount of \$1,000,000 for their business in which the borough work will be conducted. The borough will be required to be named as an additional insured. The additional insured provision can be waived to participate and have the contractor listed. However, once the contractor is hired, they will be required to provide the borough with an insurance policy showing the borough as an additional insured. Proof of Workers Compensation if there are employees doing any of the work or as required by state law.
- B. Current Contractors license listing areas of expertise that the contractor is licensed to do work in.
- C. Current State of Alaska Business License.
- D. Must be current with City and Borough of Wrangell Sales Tax Returns.
- E. If the State or City require some other license or specific training to do particular types of work, those documents must also be provided.
- F. Contractor will submit rates for the various services they provide. If this involves rental rates for equipment or other items, rates need to be included for each item rented. Rates need to be on file at the time the city asks for work to be done or if a quote is request at the time the quote is submitted.

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

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

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

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

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

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

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

Monetary Thresholds for hiring contractors:

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

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

Policy to be adopted:

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

General Statement:

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

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

CITY AND BOROUGH OF WRANGELL

**AN AGREEMENT BETWEEN (CONTRACTOR NAME) AND
THE CITY AND BOROUGH OF WRANGELL**

This agreement is entered into between:

(hereinafter referred to as CONTRACTOR) and the CITY AND BOROUGH of WRANGELL (hereinafter referred to as CITY) for the purpose of City projects. By signature on this agreement the parties agree to the following terms and conditions:

I. SCOPE OF WORK:

- A) CONTRACTOR shall perform services as directed by the CITY of Wrangell for any project assigned under the adopted Policy. CONTRACTOR shall follow the Bid Documents and Plans that were part of the project assigned under the policy and all general conditions, special conditions, and addendum, including all questions by bidders and responses when quotations are involved.
- B) When work is assigned without the bid process (Attachment A), CONTRACTOR will be supplied the job instructions for each assignment.
- C) Contractor has read the CITY's Policy to Hire Contractors (hereafter the Policy) and agrees to its provisions, both those incorporated explicitly herein and those incorporated by reference.

1. By signing this contract, Contractor agrees to:

- i. The CONTRACTOR qualification requirements in the Policy
- ii. The selection process outlined in the Policy.
- iii. The rules governing failure to perform as outlined in the Policy.

- D) CONTRACTOR shall verify all site measurements and locations and follow the conditions and requirement of each project assigned.

- 1) CONTRACTOR, for and in consideration of the payment or payments herein specified and agreed to by the City and Borough of Wrangell, hereby covenants and agrees to furnish labor and materials as required for each job and required to complete the project at Wrangell, Alaska in accordance with the terms and conditions of each job assigned through the policy.

II. COMPENSATION AND DURATION:

- A. CONTRACTOR, when the amount is less than \$5,000 will perform the work as defined by the CITY on a time and materials basis according to CONTRACTORS rates, as submitted by CONTRACTOR. The contractor will submit an invoice to the city for work performed.
- B. Amounts between \$5,000 and \$25,000 will require quotes. Work to be performed will be based on the scope of work as defined in the solicitation document provide to all qualified contractors. The CITY agrees to pay CONTRACTOR an amount not to exceed that as specified and accepted in the proposal upon the completion of each project. The CONTRACTOR can submit an invoice for materials that have been ordered and are on site at the job location or can be verified by the CITY as being purchased and are available.

- C. The parties expressly agree that CONTRACTOR shall be and is an independent contractor and is not an employee or agent of CITY, and is, therefore, entitled to no insurance coverage, whether workers' compensation or otherwise and no other benefits accorded to CITY. No withholding, FICA, or other taxes (whether income, sales or otherwise) or other amounts will be withheld from the payments due to CONTRACTOR, it being understood that CONTRACTOR is solely responsible therefore, provided CITY shall be entitled to withhold certain amounts from any payments as have been provided for elsewhere in this Agreement.
- D. The CONTRACTOR agrees to receive the total amount as set forth in the solicitation as full compensation for furnishing all the equipment, materials and labor which may be required in the performance and completion of the whole work to be done., and in all respects to complete the Contract to the satisfaction of CITY.
- E. CONTRACTOR shall have all work completed as defined for each job.

III. CITY AND BOROUGH'S RESPONSIBILITY:

CITY shall designate a person to act as the CITY'S representative with respect to the services to be rendered under this agreement. This representative shall have complete authority to transmit instructions, receive information, interpret and define the CITY'S policies and decisions with respect to the CONTRACTOR'S services. Designation of a CITY representative shall not change any of the CONTRACTOR'S obligations and responsibilities under this Contract. CONTRACTOR shall remain responsible and liable for all acts and omissions related to the CONTRACTOR's means and methods of performing the work.

IV. CONTRACTOR'S RESPONSIBILITIES:

- A. CONTRACTOR shall provide a representative for the project who shall have complete authority to transmit instructions, receive information, interpret and define the CONTRACTOR'S policies and decisions with respect to each project. This provision is a material provision of the contract and the failure of the CONTRACTOR to have an available representative may result in the CITY terminating the contract for this breach, stopping all or part of the project until the CONTRACTOR fully complies with this provision, or any other remedy or action the CITY determines to be in the best interests of the project and CITY.
- B. CONTRACTOR agrees that all work will meet all federal state and local laws, and will be of the highest quality workmanship. CONTRACTOR agrees that all material and labor shall be in strict and entire conformity with the terms, specifications and conditions of the work assigned, if applicable, and will abide by and perform all stipulations, covenants and agreements specified for each job.
- C. If any equipment, material or labor shall be rejected by CITY as defective or unsuitable, the equipment, labor or materials shall be removed or replaced with other equipment, labor or materials specified by CITY, at the sole cost and expense of the CONTRACTOR. CONTRACTOR understands that, per the Policy, use of defective or unsuitable equipment, material, or labor may subject CONTRACTOR to a deficiency assessment by the responsible Department head. CONTRACTOR understands that two deficiency assessments on three different jobs may subject CONTRACTOR to being removed from the Master List, per the Policy.
- D. CONTRACTOR shall not begin work on any additional services, which are not included in the Agreement as provided for the instruction for each job until the CITY has authorized performance of such services in writing specifying the work to be performed and the time for performance. CONTRACTOR shall provide the CITY with a bid estimate of the costs of the additional work and it is agreed both the CONTRACTOR and the CITY shall sign an addendum prior to any additional work for the amount to be paid to the CONTRACTOR for the additional work. CONTRACTOR agrees and acknowledges that no oral authorization for additional work will be honored or paid.

- E. CONTRACTOR shall be responsible for performing all services as described in this Agreement for each job assigned or quoted in the accepted proposal.
- F. CONTRACTOR is to submit rates for the various services that may be covered for work required under this agreement. CONTRACTOR agrees when renting equipment or other items to include rates for each item rented. CONTRACTOR agrees to keep rates on file at the time a quote is submitted to CITY.
- G. CONTRACTOR covenants, warrants and represents that CONTRACTOR has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner with the subject matter or the performance of this Agreement. CONTRACTOR further covenants, warrants and represents that in the performance of this Agreement, no person having any such interest shall be employed.
- H. CONTRACTOR covenants, warrants, and represents that CONTRACTOR is current with the City and Borough of Wrangell's Sales Tax Returns.
- I. CONTRACTOR covenants, warrants, and represents that CONTRACTOR has Current Contractor's license listing areas of expertise that the CONTRACTOR is licensed to do work in.
- J. CONTRACTOR covenants, warrants, and represents that CONTRACTOR has current State of Alaska Business License.
- K. CONTRACTOR covenants, warrants, and represents that CONTRACTOR has documentation to prove any specific license or training required for work.
- L. CONTRACTOR is required to submit a W9 with this Basic Work Agreement for each calendar year.

V: INSURANCE AND INDEMNIFICATION:

CONTRACTOR shall present to the CITY a certificate of insurance showing that the CONTRACTOR has obtained at least one million dollars (\$500,000) general liability insurance, which certificate of insurance shall name the City of Wrangell as an additional insured. Proof of such insurance shall be provided to the CITY as a condition of entering the contract. Failure to provide the certificate of insurance as required by this provision at the time of signing the contract shall constitute a material breach by the CONTRACTOR and the CITY may choose not to proceed with the CONTRACTOR in its sole discretion. Failure to maintain such insurance shall constitute a material breach of contract and entitle the CITY to terminate the CONTRACTOR and this Agreement at its sole discretion. The certificate of insurance must establish that the CITY is named as an additional insured on such policy, and that the insurer thereof shall notify the CITY twenty (20) days before the policy is canceled or terminated. The CONTRACTOR shall indemnify, defend and hold harmless the City of Wrangell from any and all claims for injury or damage to persons or property, including death, as a result of the CONTRACTOR'S acts or omission. CONTRACTOR'S insurance coverage shall apply to any coverage carried by the CITY which may cover the work specified in this Agreement. CONTRACTOR'S insurance carrier must be an admitted carrier in the State of Alaska or must be Best Rated or better.

- A. Worker's Compensation Insurance is required in compliance with the laws of the State of Alaska, AS 23.30 et seq., and federal jurisdiction where the work is being performed.

VI: TERMINATION AND SUSPENSION:

- A. The CITY reserves the right to terminate the services of the CONTRACTOR at any time when the CITY determines that termination is in the best interests of the CITY. If the CITY terminates the contract pursuant to this section, the CITY shall notify the CONTRACTOR in writing as of the effective date to stop work and the CONTRACTOR shall immediately stop all work, including providing direction to subcontractors to stop and to cease from ordering any materials or supplies for the Project. Upon termination pursuant to this section,

- CONTRACTOR shall have sixty (60) days to submit any and all claims to the CITY for any unpaid work actually performed by the CONTRACTOR before the date of termination and for which the CONTRACTOR has not been paid, together with all back-up documentation in support of the claim. The failure of the CONTRACTOR to submit a claim within 60 days forever waives any claim by the CONTRACTOR based upon the CITY'S termination for any payment for work claimed by the CONTRACTOR to have not been paid as of the date of termination. CONTRACTOR and the CITY agree to make a good faith effort to resolve any claim submitted by the CONTRACTOR pursuant to this section within thirty days (30) of receipt by the CITY, unless that time is otherwise extended by the parties in writing. If the parties fail to reach an agreement on payment to the CONTRACTOR within the 30 days, the CITY shall pay the amount determined by the CITY to be fair and reasonable, based on the back-up documents provided by the CONTRACTOR and the CITY'S records. In the event the parties do not reach agreement, the CONTRACTOR may pursue its remedies pursuant to Section VIII A below, unless the CONTRACTOR failed to submit the claim within 60 days of termination.
- B.** Suspension of work caused by Acts of God, which are beyond the control of the CONTRACTOR, shall not be cause for termination. If such Acts suspend work on the project, any delay caused will be negotiated and an addendum to this contract will be issued, which will be signed by both the CITY and the CONTRACTOR, outlining the time schedule and costs associated with any delay in substantially completing the project.

VII: LIQUIDATED DAMAGE:

- A.** The CONTRACTOR agrees that if the project is not completed in accordance with the Proposal specification as defined in the work assigned, the CONTRACTOR understands that they may be removed from the Contractors List for future work consideration for remainder of the calendar year.

VIII: EQUAL EMPLOYMENT OPPORTUNITY:

- A.** The CONTRACTOR will not discriminate against any employee or applicant for employment in violation of law, to include without limitation, because of race, color, religion, sex, national origin, physical handicap, age, or status as a disabled veteran. The CONTRACTOR shall take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to their race, color, religion, sect, national origin, physical handicap, age, or status as a disabled veteran. Such actions shall include, but not be limited to the following: Employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities. The CONTRACTOR agrees to post in conspicuous places in his/her places of work available for employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, physical handicap, age, status as a disabled veteran. The CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement.

IX: MISCELLANEOUS:

- A. The laws of the State of Alaska shall govern the construction and interpretation of the Agreement. The Superior Court for the State of Alaska, First Judicial District at Wrangell, Alaska, shall be the exclusive court for jurisdiction and venue of any and all actions of any kind and any nature arising out of or related to the Agreement.
- B. **Written notice shall be provided to the parties, by certified mail, return receipt requested, at the following addresses:**

City City and Borough of Wrangell
 Attn: Borough Clerk
 Box 531
 Wrangell, Alaska 99929

Contractor Name: _____
 Address: _____
 Wrangell, Alaska 99929
 email: _____
 Phone: _____

IMPORTANT: Contractor MUST provide an email address. Contractor will be notified by email ONLY of any requests for quotes. (Acknowledgement: please initial_____)

- C. CONTRACTOR agrees that the CITY shall have the right to inspect any or all of the project and any books, papers, records, and/or accounts of records of the CONTRACTOR at any reasonable time. All original books, papers, records and accounts related to this project shall be maintained for a minimum of three years after the completion of the project.
- D. This Agreement is binding upon the heirs, successors and assign of the parties.
- E. This Agreement cannot be assigned without prior written consent of the other party. **This provision is a material provision of the contract and the assignment by the CONTRACTOR without prior written approval of the CITY may result in the CITY terminating the contract for this breach, stopping all or part of the project until the CONTRACTOR fully complies with this provision, or any other remedy or action the CITY determines to be in the best interests of the project and CITY, all in the sole discretion of the CITY.**
- F. This Agreement represents the entire Agreement of the parties for all work as per the Policy to Hire Contractors, and no other Agreement whether oral of written which is not specifically set forth in this Agreement or an addendum to this Agreement will have any force or effect upon the other party.
- G. This Agreement can be modified if agreed to by both parties in writing. Any modification will address any changes in cost and will be agreed to in writing prior by both parties. Any modification to the bid proposal or price done without the written consent of the CITY by the CONTRACTOR shall be void for which the CITY shall have no liability or obligation to pay.
- H. CONTRACTOR'S or the CITY'S waiver of any term or condition in this Agreement shall not constitute a waiver of any other term or condition in this Agreement.
- I. If any term of this Agreement is held to be invalid, void or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall be valid and binding upon the parties.
- J. The CONTRACTOR agrees to abide by all federal, state and local laws, ordinances and regulations in the performance of any job assigned.
- K. Titles and headings to sections are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

L. The Superior Court for the State of Alaska, First Judicial District at Wrangell, Alaska shall be the exclusive jurisdiction for any action of any kind and any nature arising out of or related to this Agreement. The laws of the State of Alaska shall govern the rights and obligations of the parties. The CONTRACTOR specifically waives any right to opportunity to request a change of venue for trial pursuant to A.S. 22.10.040.

CONTRACTOR acknowledges that CONTRACTOR has read and understands the terms of this Agreement and has had the opportunity to review the Agreement with counsel of his/her choice, and is executing this Agreement of his/her own free will. CONTRACTOR acknowledges and agrees that CONTRACTOR is not relying on any representations by any City employee, the Mayor, an assembly member, the borough attorney, the borough manager or any consultant of the CITY in deciding to enter this Agreement and perform any job assigned.

The term of the agreement is based on a Calendar Year from January 1st to December 31st of each Calendar year and is made and entered into, to the time at which CONTRACTOR fulfills its obligations under this Agreement. CONTRACTOR warrants and represents that the person who executes and signs this Agreement on behalf of the CONTRACTOR is lawfully authorized to execute and sign the Agreement, and to bind CONTRACTOR to the terms and conditions of the Agreement and the RFB or any job assigned.

CONTRACTOR is required to renew this Agreement with the CITY each Calendar Year.

Borough Manager
For the City and Borough of Wrangell

Contractor
For: _____

Date: _____

Date: _____

ATTEST:

Kim Lane, MMC, Borough Clerk
(SEAL)

CONTRACTORS, before submitting this Basic Work Agreement, be sure that you have complied with all of the following requirements:

- _____ Proof of Liability Insurance (no less than 1 million dollars)
- _____ Proof of Workers Compensation Insurance per State Statutes
- _____ Current Contractors License
- _____ Current State of Alaska Business License
- _____ Bonding as required by the State of Alaska
- _____ Current with City Sales Tax
- _____ any other specialty license
- _____ your rates for services that you will provide (including rental rates for equipment – be specific and list the equipment out)
- _____ Completed W9

Rates and Equipment:

- _____ your rate for services
- _____ Equipment rental rate
List equipment _____
- _____ Equipment rental rate
List equipment _____
- _____ Equipment rental rate
List equipment _____
- _____ Equipment rental rate
List equipment _____
- _____ Equipment rental rate
List equipment _____

Please include: any other licenses or rates that are specific to your trade and are not included above.

If any of your licenses or insurance is due to expire, it is your responsibility to renew and submit the documentation to the Borough Clerk.

Updated: 11/1/2019

LIST OF QUALIFIED CONTRACTORS					Qualifying Contractor Trades																				Date Work Completed	Deficiency Report Filed? (for the Clerk if Contractor received 2											
Contractor Name & Contact Info.	Date Job Requested	Dept.	Dept. Head Requesting Work	Contractor Accepted? Y/N (if no, move to the bottom of the list)	General Contractor	Specialty Contractor	Commercial Carpentry	Carpent/Finisher	Automatic Sprinkler	Electrical	Control Work	Communication	Alarm or Signaling (low voltage)	Refrigeration	HVAC	Earth	Plumbing, Mechanical	Pressure Washing	Street Work	Asphalt Sealing	Concrete	Control Work	Excavation	Sanitary/General Supply	Street Work	Underground Utility	Back Crumbing	Tree Cutting/Brush Choring	Heavy Equipment Rental	Price sheet attached							
SMITTY'S CARPET SERVICE smitty19@gmail.com 907-305-0069						Yes		Labor \$45 per hour/ \$8 on 3rd carpet and 1st vinyl on job site																													
Wrangell Island Tree Service LLC wrangelltreeservice.com 907-470-3076	9/21/2016	Light	Clay	yes	n/a																																
Precision Sealing & Striping precisionsealing.com 907-553-0662	6/29/2017	pw	Amber	yes								\$85 per hr	\$85 per hr				\$45 per hr or \$175 per day	\$80 per day	\$45 per hr or \$175 per day	\$45 per hr or \$175 per day																	
Stinkers Septic Pumping 907-660-7120						x											\$45 per hr or \$175 per day	\$80 per day	\$45 per hr or \$175 per day	\$45 per hr or \$175 per day						Septic Pumping											
RJ Construction rjconstruction@gmail.com 907-874-2157	6/21/2018	PW	Amber	Yes	\$80 per hr																\$80 per hour																
White Enterprises whiteent@gmail.com 907-305-0544 or 907-305-1020	5/6/2019	Elec	Rod	Yes	General Womat Residential											DOJ					DOJ see price sheet		DOJ see price sheet	DOJ see price sheet	DOJ see price sheet	DOJ see price sheet	DOJ see price sheet	DOJ see price sheet	DOJ see price sheet	DOJ see price sheet							
John Taylor & Sons, Inc taylorandsons@gmail.com 874-2402 or 305-0416	8/21/2019	Nolan	Dwane	No	\$70 per hr		\$70 per hr		\$100 per hr	\$100 per hr		\$100 per hr	\$70 per hr	\$100 per hr	\$100 per hr	\$100 per hr					\$100 per hr		\$100 per hr	\$100 per hr	\$100 per hr	\$100 per hr	\$100 per hr	\$100 per hr	\$100 per hr	\$100 per hr	\$100 per hr	\$100 per hr	\$100 per hr	\$100 per hr	\$100 per hr	\$100 per hr	
Native Son Construction daltorfamilly@hotmail.com 907-209-6935	8/21/2019	Nolan	Dwane	No	Yes Handyman \$100.00 or less per project		75.00 per hour																														
Johnsons Construction & Supply harley@jalaska.com 907-874-2375	8/21/2019	Nolan	Dwane	Yes	Yes, w/out Residential Endorsement		DOJ see price sheet									DOJ see price sheet					DOJ see price sheet		DOJ see price sheet	DOJ see price sheet	DOJ see price sheet	DOJ see price sheet	DOJ see price sheet	DOJ see price sheet	DOJ see price sheet	DOJ see price sheet	DOJ see price sheet	DOJ see price sheet	DOJ see price sheet	DOJ see price sheet	DOJ see price sheet	DOJ see price sheet	
BW Enterprises bethwoodbury@gmail.com 907-305-4083	8/22/2019	ML&P	Rod	Yes	Yes, w/out Residential Endorsement		DOJ see price sheet	DOJ see price sheet	DOJ see price sheet	DOJ see price sheet	DOJ see price sheet	DOJ see price sheet	DOJ see price sheet	DOJ see price sheet	DOJ see price sheet	DOJ see price sheet	DOJ see price sheet				DOJ see price sheet	DOJ see price sheet	DOJ see price sheet	DOJ see price sheet	DOJ see price sheet	DOJ see price sheet	DOJ see price sheet	DOJ see price sheet	DOJ see price sheet	DOJ see price sheet	DOJ see price sheet	DOJ see price sheet	DOJ see price sheet	DOJ see price sheet	DOJ see price sheet	DOJ see price sheet	
NK Electric Inc. nkelectricinc@gmail.com 907-874-2770	10/4/2019	City Hall	Dwane	yes																																some	
Buness Electric timbuness@gmail.com 907-305-0556	10/4/2019	Elec	Rod	yes									\$65 per hr	\$65 per hr	\$65 per hr	\$65 per hr	\$65 per hr																				
LIVEWIRE, LLC jlsbach@gmail.com 907-723-9610 (Darren Easterly) NEW NUMBER CONTACT!!	10/8/2019	Nolan	Dwane										\$95 per hr	\$95 per hr	\$95 per hr	\$95 per hr																					
Rock Hard Construction L.L.C davidan78@gmail.com 907-738-5775	10/31/2019	Elec	Rod		General Without Residential	x										Depends on Equipment See Price Sheet				Depends on Equipment See Price Sheet	Depends on Equipment See Price Sheet	Depends on Equipment See Price Sheet	Depends on Equipment See Price Sheet	Depends on Equipment See Price Sheet	Depends on Equipment See Price Sheet	Depends on Equipment See Price Sheet	Depends on Equipment See Price Sheet	Depends on Equipment See Price Sheet	Depends on Equipment See Price Sheet	Depends on Equipment See Price Sheet	Depends on Equipment See Price Sheet	Depends on Equipment See Price Sheet	Depends on Equipment See Price Sheet	Depends on Equipment See Price Sheet	Depends on Equipment See Price Sheet	yes	



WORK ORDER

Item a.

Date Requested: _____
 Requested by: _____
 Department: _____
 Due Date: _____

To be filled out by person requesting the work

Work to be performed (provide as much information and specifics about the work needed, including history related to the work, parts you may have on hand or that need to be ordered to perform the work, etc.):

Project Location: _____
 Project Contact Person: _____
 Type of Work Requested (i.e. electrical, mechanical, concrete, earthwork, drywall, etc. - be specific)

 Scope of Work: _____
 Materials Provided by the Requestor: _____

Earliest Start Date: _____ Required Completion Date: _____
 Liquidated damages for work not complete by the completion date: \$ _____
 Work Constraints: _____

Other Comments or Special Instructions:

To be filled out by the Clerk

Work offered to (1st): _____	Accepted:	yes	no
Work offered to (2nd): _____	Accepted:	yes	no
Work offered to (3rd): _____	Accepted:	yes	no
Date accepted: _____			

To be filled out by the person requesting the work

Date completed: _____ **On time?** yes no
 if "no", you must fill out a deficiency report

Was the work satisfactory? yes no if "no", you must fill out a deficiency report

Important:
This form must be filled out and forwarded to clerk@wrangell.com. The Borough Clerk will send this form back to you with the contractor who is next on the approved Contractors List. Keep the form until the work is completed, fill out the lower half and return to the Borough Clerk (email). This step is very important as I will need to keep track of the outstanding jobs. Also, It is very important to fill out a deficiency report if the work is unsatisfactory. This form would also need to be turned into the Borough Clerk.

Contractor's Signature (acceptance) _____

City Contractors Deficiency Form

- Policy:
1. Department Heads will be required to fill out an assessment form if the contractor does one of the following:
 - Work is not completed in the time period required.
 - Quality of Work was done in an unacceptable manner and the contractor was not willing to correct deficiencies within the original cost and within a reasonable period of time.
 - The cost of the job ends up substantially more without justification that additional work had to be done or some other explanation why the price was different than originally agreed upon.
 - Other deficiencies with the project.
 2. If a contractor gets two deficiency assessments on three different jobs, they may be removed from the list during the current year unless circumstances beyond their control contributed to the issues and those circumstances can be documented.
 3. If a contractor has not finished a project that is beyond the accepted date, no further work will be assigned until that project is finished. This can be waived if it is an emergency situation as described below under special circumstances.

Contractor who was assigned the job: _____

Date work was accepted: _____

Required Completion Date: _____

Explain the work that was to be completed:

Please explain the deficiency (i.e.: project not completed on time, work unsatisfactory, etc.):

The Borough Clerk will keep track of the deficiencies



JOHNSON CONSTRUCTION & SUPPLY, INC.

P.O. Box 795, Wrangell, Alaska 99929, Tel: (907) 874-2375, Fax: (907) 874-3121

February 07, 2018

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

To whom it may concern:

The following are labor rates and a list of equipment available to rent from Johnson Construction & Supply Inc. Other labor rates are available upon request i.e. equipment operators etc.

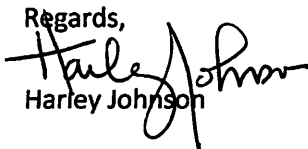
Labor Rates:

- | | |
|--------------|----------|
| 1. Carpenter | \$ 70.00 |
| 2. Laborer | \$ 65.00 |

Available Equipment:

1. 12 Yard Kenworth dump truck
2. Komatsu PC-200 excavator
3. Komatsu PC-120 excavator
4. Kubota 121 excavator w/operator, per hour
5. Ingersoll Rand ride vibratory smooth drum compactor, 5,580 lbs., w/operator, per hour
6. National truck mounted crane, 23.5 ton, w/operator, per hour
7. Bobcat skid steer loader 773G, w/operator, per hour
8. Ingersoll Rand 185 towable air compressor, per hour
9. Gehl 8 ton reach forklift, w/operator, per hour
10. JLG 40' articulating boom lift, w/owner insurance, per hour
11. Mobilization/Demobilization for trailerable equipment (each way)
12. Concrete power screed

Equipment rates will be provided upon request.

Regards,

Harley Johnson

BW ENTERPRISES - RATES for CITY OF WRANGELL

Item a.

Item	Description	Price			
	*Rock, undelivered:				
1/2" Minus	per Cubic Yard, in the pit, undelivered	35.00			
2" Minus	per Cubic Yard, in the pit, undelivered	20.00			
3" Minus	per Cubic Yard, in the pit, undelivered	19.00			
3/8" Minus	per Cubic Yard, in the pit, undelivered	35.00			
4" Minus	per Cubic Yard, in the pit, undelivered	18.00			
6" Minus	per Cubic Yard, in the pit, undelivered	17.00			
C-1	per Cubic Yard, in the pit, undelivered	21.00			
Chips	per Cubic Yard, in the pit, undelivered	35.00			
D-1	per Cubic Yard, in the pit, undelivered	23.00			
Drain Rock	per Cubic Yard, in the pit, undelivered	23.00			
Rip Rap	per Cubic Yard, in the pit, undelivered	25.00			
Shot Rock	per Cubic Yard, in the pit, undelivered	12.00			
Top Soil	per Cubic Yard, in the pit, undelivered	25.00			
*Delivery of rock will be charged at Dump Truck/Equipment time and rates with a minimum delivery fee of \$100.00					
	*Equipment, hourly rates:			*Extra Laborer, per hour:	
			Laborer	Labor Hours	50.00
D3	CAT D3	95.00			
D5	CAT D5	150.00			
DT	3 Dump trucks available	100.00			
DT with Tilt Trailer	Dump Truck with Tilt Trailer	150.00			
EC160	Volvo EC160, per hour	125.00			
ECM370 Drill	Rock Drill	185.00			
Flag Car	Flag Car	75.00			
Jumping Jack	Jumping Jack Rental (PER DAY)	50.00			
L110	L110 Loader	150.00			
L150E	L150 - Loader	185.00			
L25	L25	95.00			
Lowboy	Per hour	250.00			
Motor Grader	Volvo G960 Motor Grader	185.00			
Motor Grader	CAT 14G	185.00			
Rock Crusher	Pegson Rock Crusher	250.00			
SD 100 Roller	SD 100 Roller, per hour	135.00			
Takeuchi TB015	Excavator	95.00			
TH83	TH83 Snorkel Forklift	120.00			
WB Roller	Walk behind roller, SD20	25.00			
ZX-160	ZX-160 Excavator	125.00			
ZX-160 - RB	ZX-160 with Rock Breaker	175.00			
ZX-35	ZX-35	95.00			
ZX-350	ZX-350 Excavator	195.00			
*Overtime rates will apply after 8 hours.					

Rock Hard Construction LLC

David Frank
P.O. Box 937
Wrangell, AK 99929
(907) 738-5775
davefrank75@gmail.com

Hourly Rates

Dump Truck with Driver	\$120/hr
Excavator with Operator	\$180/hr
Backhoe/Loader with Operator	\$150/hr
Laborer	\$80/hr

Services We Provide:

- Dump Truck Hauling
- Excavation
- Waste Export
- Site Work & Prep
- Material Import
- Concrete Replacement

White Enterprises Price Sheet

EX 70 Excavator----\$ 125.00 per hr
EX 150 Excavator---\$125.00 per hr
EX 170 Excavator---\$ 175.00 per hr
Truck Trailer-----\$ 150.00 per hr
Dump Truck-----\$ 100.00 per hr
(We have three Dump Trucks the rate is per unit)
Roller-----\$ 125.00 per hr
Loader-----\$ 125.00 per hr
Labor---ea-----\$ 50.00 per hr
Pit Run Rock-----\$ 20.00 per yard

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	November 12, 2019
	<u>Agenda Section</u>	Ceremonial Matters

Certificates of Service for outgoing Board and Commission members

<u>SUBMITTED BY:</u>
Kim Lane, Borough Clerk

<u>FISCAL NOTE:</u>		
Expenditure Required: \$XXX Total		
FY 19: \$	FY 20: \$	FY21: \$
Amount Budgeted:		
	FY19 \$XXX	
Account Number(s):		
	XXXXX XXX XXXX	
Account Name(s):		
	Enter Text Here	
Unencumbered Balance(s) (prior to expenditure):		
	\$XXX	

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

ATTACHMENTS: None.

- i. Certificates of Service for:**
 - Alicia Holder – Wrangell Convention & Visitors Bureau
 - Kevin Skeek – Economic Development Committee
 - Kate Hein – Economic Development Committee

CERTIFICATE OF SERVICE

The City & Borough of Wrangell, Alaska
Presents this Certificate of Service to:

Alicia Holder

for her service and dedication on the Wrangell Convention & Visitors Bureau
November 2018 to October 2019

Stephen Prysunka, Borough Mayor

ATTEST: Kim Lane, MMC, Borough Clerk

Dated this 12th day of November, 2019

CERTIFICATE OF SERVICE

The City & Borough of Wrangell, Alaska
Presents this Certificate of Service to:

Kevin Skeek

for his service and dedication on the Economic Development Committee
March 2017 to October 2019

Stephen Prysunka, Borough Mayor

ATTEST: Kim Lane, MMC, Borough Clerk

Dated this 12th day of November, 2019

CERTIFICATE OF SERVICE

The City & Borough of Wrangell, Alaska
Presents this Certificate of Service to:

Kate Hein

for her service and dedication on the Economic Development Committee
March 2019 to October 2019

Stephen Prysunka, Borough Mayor

ATTEST: Kim Lane, MMC, Borough Clerk

Dated this 12th day of November, 2019

CITY & BOROUGH OF WRANGELL, ALASKA

Consent Agenda MOTION

Move to approve the Consent Agenda as submitted.

SUBMITTED BY:

Kim Lane, Borough Clerk

INFORMATION:

Consent agenda. Items listed on the consent agenda or marked with an asterisk () are considered routine and will be passed in one motion; provided, upon the request of any member, the manager, or the clerk, an item on the consent agenda shall be removed from the consent agenda and placed under New Business for assembly action.*

**Minutes of Regular Assembly Meeting
Held on October 22, 2019**

Mayor Stephen Prysunka called the Regular Assembly meeting to order at 6:00 p.m., October 22, 2019, in the Borough Assembly Chambers. The pledge was led by Julie Decker and the roll was called.

PRESENT: DECKER, PRYSUNKA, MORRISON, GILBERT, LARRABEE

ABSENT: POWELL, DELONG

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

CEREMONIAL MATTERS

Mayor Prysunka presented a Proclamation for *Extra Mile Day*- November 1st, 2019.

PERSONS TO BE HEARD

Don McConachie gave the invocation.

Vance Jacobsen, Compensation Study Consultant, gave a brief introduction and summarized what he would be doing for the City regarding the Compensation Study.

Heather Evoy, SEACC, Discussed transboundary issues and asked that the Assembly consider adopting a Transboundary Relations Resolution that essentially highlights an opportunity that surrounds the rights of indigenous people and focuses on the Southern Southeast (downstream) communities; sets the framework moving forward.

Manager Von Bargaen stated that we will put this on the November 12th Assembly Meeting.

AMENDMENTS TO THE AGENDA

Von Bargaen asked that Agenda Item 13a (Approval of Private Driveway Access & Rock Usage Agreement on Borough-Owned Property with Royce & Sherri Cowan for a Portion of Tract A, ASLS 94-135 and Section 27, Township 62 South, Range 84 East, Copper River Meridian), be removed from the Agenda so that Carol Rushmore could be here to answer questions on the item. There were no objections from the Assembly.

Agenda Items 13h and 13i were moved to be considered after 13n. There were no objections from the Assembly.

Decker requested to add a discussion item: Institute Development Options. There were no objections from the Assembly to add this discussion item. Prysunka stated that this would be Agenda Item 13p.

CONFLICT OF INTEREST

Morrison declared a conflict of interest on the appointment to the Port Commission because the candidate is her spouse.

Prysunka stated that his daughter was hired on at the Nolan Center and if any items come before the Assembly on the Museum, he will declare a conflict.

CONSENT AGENDA

- a. Assembly Minutes - Regular from September 24, 2019

- b. Assembly Minutes - from Special October 3, 2019
- c. DNR Lease for ADL 108078 Robert Meyer III for storage in Meyer's Chuck 10, 2019

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

BOROUGH MANAGER'S REPORT

Austin O'Brien, Forest Service was present and provided an overview of the Report that the District Ranger, Clint Kolarich submitted for the Assembly.

Cyni Crary, Nolan Center Director announced that a new exhibit that will be presented at the Nolan Center on November 8th: Wrangell Remembers - Shipwrecks Close to Home (1908 – 1952).

Amber Al-Haddad, Capital Facilities Director, provided the Assembly with an update on the Wrangell Powerhouse.

Manager Von Bargen's reported on the following items:

- Continuing with Police Chief Interviews
- Traveling down South tomorrow for personal travel; will be back on October 31st
- CBW has been the victim of Check Fraud; Finance Department found 7 fraudulent checks; working with law enforcement and the Wells Fargo fraudulent department on this issue
- Compensation Study is underway
- Green Barn at Shoemaker Bay Park; have identified quite a few items that are trash (not surplus); for item that are surplus items, might do an on-site surplus sale
- Thank you to the IGAP staff on the waste stream study (Waste Management Plan)
- Joyce and Lisa attended PERS training in Anchorage
- Shane Levesque will be here on November 11th
- Post season Cruise Ship season meeting; will look at scheduling a community meeting as well
- USDA Grant and Loan on the Water Treatment Plant
- Draft revision on the MOU has been sent to WCA; hopefully, this will be on the next Agenda
- Updated the Assembly on the Chugach

BOROUGH CLERK'S FILE

Clerk Lane's report was provided.

MAYOR AND ASSEMBLY BUSINESS

Decker gave an overview of the SSRAA (Southern Southeast Regional Aquaculture Association); one of the Salmon enhancement operators, runs the SE Region; will have their Board meeting in Wrangell at the Nolan Center on November 1st.

Prysunka provided the Assembly with a SEAPA level update; up about 80-90 feet currently; installed new "snow pillows" that allow for real time measurement of the snow as it falls; explained on the handout that he provided when sales are made; revenues from the sales to the South go into our coffers; working on repairing a "hole" in one of the cables.

Prysunka gave an update on the Prince Rupert issue (Alaska Marine Highway System); Mayor of Prince Rupert and Rep. Dan Ortiz is working hard to keep service to and from Prince Rupert; hopeful that AML and SE Conference will help in the fight.

Recessed at 7:26 p.m.
Reconvened at 7:39 p.m.

MAYOR AND ASSEMBLY APPOINTMENTS

a. Nomination of Vice-Mayor

M/S: Decker/Morrison to nominate Patty Gilbert for Vice-Mayor until October 2020. Motion approved unanimously by polled vote.

b. City Board and Commission Appointments (Annual)

Hearing no objections, Mayor Prysunka appointed *Terri Henson and Apryl Hutchinson to the Planning & Zoning Commission; Annya Ritchie to the Parks & Recreation Advisory Board; Brenda Schwartz-Yeager and Stephanie Cook to the Wrangell Convention & Visitors Bureau; and Bob Dalrymple to the Economic Development Committee.*

Prysunka requested that the appointment of Caitilin Cardinell be postponed so that Manager Von Bargen could meet with Ms. Cardinell to ensure that she fully understands that if appointed, she would not be representing the Jet Boat Association on behalf of the City; based on Ms. Cardinell's letter of interest, it was unclear if she understood that. There were no objections from the Assembly to postpone the appointment.

c. Appointment to the Southern Southeast Regional Aquaculture Association (SSRAA) Board Mayor Prysunka was appointed to the SSRAA Board with the understanding that if Powell wanted to remain on the Board, Prysunka would step aside and let him serve. There were not objections from the Assembly.

d. Appointment to fill the Vacancy on the Port Commission

M/S: Gilbert/Larrabee to appoint Gary Morrison to the Port Commission with the term expiring October 2020. Motion approved unanimously by polled vote with Morrison not voting due to her Conflict of Interest.

PUBLIC HEARING – None.

UNFINISHED BUSINESS – None.

NEW BUSINESS

This item was removed from the Agenda under the Consent Agenda

~~13a Approval of Private Driveway Access & Rock Usage Agreement on Borough-Owned Property with Royce & Sherri Cowan for a Portion of Tract A, ASLS 94-135 and Section 27, Township 62 South, Range 84 East, Copper River Meridian~~

13b Approval of the Parks and Recreation Membership Purchasing Policy

M/S: Gilbert/Morrison to approve the P&R Membership Purchasing Policy. Motion approved unanimously by polled vote.

13c Approval of the Parks and Recreation User Group Policy

M/S: Morrison/Gilbert to approve the P&R User Group Policy. Motion approved unanimously by polled vote.

13d Approval to Dispose of Derelict Vessel F/V Tres Suertes

M/S: Gilbert/Morrison to approve the disposal of the vessel F/V Tres Suertes. Motion approved unanimously by polled vote.

13e RESOLUTION No 10-19-1492 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING RESOLUTION 08-19-1484 BY PROVIDING FOR THE AMENDMENT OF THE POSITION TITLE OF THE PREVIOUSLY APPROVED DIESEL ELECTRIC MECHANIC APPRENTICE POSITION TO DIESEL ELECTRIC MECHANIC ASSISTANT AND GROUNDMAN

M/S: Gilbert/Decker to approve Resolution No. 10-19-1492.

Von Bargen stated that the only change is to the job title (from apprentice to assistant and groundman).

In response to an inquiry from Gilbert, Von Bargen stated that the job description requirement that the position be able to function at a fully skilled, journeyman level within four years is still a requirement.

Motion approved unanimously by polled vote.

13f Approval of Disposition and Development Plan for Borough-Owned Property Lot Y2, Tract Y, USS 2321 (Former Junkyard Property at 4.5 Mile Zimovia Highway)

M/S: Morrison/Gilbert to approve Disposition and Development Plan for Borough-Owned Property Lot Y2, Tract Y, USS 2321 (Former Junkyard Property at 4.5 Mile Zimovia Highway).

Terri Henson, Planning & Zoning Commissioner reported that the commissions recommendation was to proceed with selling the two lots to Byford and Molinek and to look at how to sell off the remaining lots.

Von Bargen stated that they were looking at selling the two lots to Byford and Molinek and having the property owners combine their existing lot with the proposed lot; looking at having the remaining parcel sold as one lot so that the Borough would not have to pay to the property developed; requirement of purchaser would be to subdivide the lots into a minimum of 3 lots and a maximum of 4 lots; zoning be changed to residential from light industrial.

Prysunka stated that he was concerned that by placing residential lots between the two currently zoned light industrial lots might pose a problem in the future.

Larrabee questioned the minimum (three) and maximum (four) lots; what if a developer wants to put in a larger condominium building; just don't want to limit the options for that site.

Decker agreed that if we set limitations (three or four lots), a developer might not be able to do what they want.

Von Bargen stated that was a reasonable option and would check into that.

Ms. Henson stated that Planning & Zoning talked about smaller lots as well because it would allow those residents who wanted small homes, to build on the smaller lots.

Von Bargen clarified that the Assembly was wanting Staff to come back with lot size and zoning options.

Prysunka stated that he was concerned with having mixed zoning in the area so that issues that might arise in the future, don't happen.

Von Bargen said that she would reach out to Mr. Molinek and Byford to see if they would be in favor with changing their zoning from light industrial to residential.

M/S: Decker/Gilbert moved to postpone. Motion to postpone approved unanimously by polled vote.

13g RESOLUTION No 10-19-1493 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE FY 2020 BUDGET IN THE GENERAL FUND BY ACCEPTING REVENUE FROM THE STIKINE SPORTSMEN ASSOCIATION IN THE AMOUNT OF \$5,118 FOR PARKS AND RECREATION'S OUTDOOR SHOOTING RANGE IMPROVEMENTS, AND AUTHORIZING ITS EXPENDITURE

M/S: Gilbert/Larrabee to approve Resolution No. 10-19-1493. Motion approved unanimously by polled vote.

13jh RESOLUTION No 10-19-1495 OF THE ASSEMBLY OF THE CITY & BOROUGH OF WRANGELL, ALASKA, AMENDING THE FY 2020 BUDGET IN THE ELECTRIC FUND BY TRANSFERRING \$522,524 FROM ELECTRIC FUND RESERVES TO THE ELECTRIC FUND CIP POWER GENERATION SOLUTION PROJECT ACCOUNT AND AUTHORIZING ITS EXPENDITURE

M/S: Gilbert/Morrison to approve Resolution No. 10-19-1495.

Von Bargen gave an overview on the budget amendment request.

Rod Rhoades, Electrical Superintendent, further explained the need for the budget amendment.

Motion approved unanimously by polled vote.

13ki Approval of a Sole Source Professional Services Agreement with Electric Power Systems, Inc., in Conformance with Wrangell Municipal Code Section 5.10.050 F, in the Amount of \$340,012 for the Power Generation Solution Project

M/S: Morrison/Decker to approve to Approve a Sole Source Professional Service Agreement with Electric Power Systems, Inc. in conformance with Wrangell Municipal Code Section 5.10.050 F in the amount of \$340,012 for the Power Generation Solutions Project. Motion approved unanimously by polled vote.

13lj RESOLUTION No 10-19-1496 OF THE ASSEMBLY OF THE CITY & BOROUGH OF WRANGELL, ALASKA, AMENDING THE FY 2020 BUDGET IN THE GENERAL FUND ACCEPTING UNDERPAID FEDERAL PILT REVENUE IN THE AMOUNT OF \$11,096 RESULTING FROM THE KANE COUNTY, UT V. UNITED STATES SETTLEMENT AND AUTHORIZING ITS EXPENDITURE

M/S: Decker/Gilbert to approve Resolution No. 10-19-1496. Motion approved unanimously by polled vote.

13mk Approval of Change Order No. 1 to Tamico-RNR JV in the amount of \$318,264.26 for the Shoemaker Bay Harbor Replacement Project

M/S: Decker/Gilbert to approve Change Order No. 1 to Tamico-RNR JV in the amount of \$318,264.26 for the Shoemaker Bay Harbor Replacement Project. Motion approved unanimously by polled vote.

13nl RESOLUTION No 10-19-1497 OF THE ASSEMBLY OF THE CITY & BOROUGH OF WRANGELL, ALASKA, AMENDING THE FY 2020 BUDGET IN THE GENERAL FUND BY TRANSFERRING \$80,000 FROM GENERAL FUND RESERVES TO THE PUBLIC WORKS CAPITAL EQUIPMENT ACCOUNT FOR ACQUISITION OF A USED REPLACEMENT DUMP TRUCK

M/S: Gilbert/Morrison to approve Resolution No. 10-19-1497.

Von Bargaen gave a detailed explanation as to why this dump truck was necessary.

Rolland Howell, Public Works Director, further explained that Staff had searched for the cross-member part that broke on the truck and found that it is obsolete and cannot be replaced; to rent a dump truck would be too expensive.

Prysunka expressed concern on spending \$80,000 on a new (used) dump truck; realizes the need for a dump truck, just not sure if we should spend \$80,000 for one; wants to make sure that Staff is looking at all options.

Von Bargaen stated that the Assembly would still need to approve the purchase of a dump truck, once one was found; she assured the Assembly that Staff will look at alternatives and bring the Assembly some options.

Motion approved unanimously by polled vote.

13hm ORDINANCE No 969 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, ESTABLISHING SECTION 05.11, REMOTE SELLER SALES TAX OF THE WRANGELL MUNICIPAL CODE

M/S: Gilbert/Morrison to approve first reading of Ordinance No. 969 and move to a second reading with a Public Hearing to be held on November 12, 2019. Motion approved unanimously by polled vote.

13in RESOLUTION No 10-19-1494 OF THE ASSEMBLY OF THE CITY & BOROUGH OF WRANGELL, ALASKA, AUTHORIZING THE CITY & BOROUGH OF WRANGELL TO JOIN THE ALASKA REMOTE SELLER SALES TAX COMMISSION FOR THE PURPOSE OF DEVELOPING, IMPLEMENTING, AND ENFORCING A REMOTE SELLERS SALES TAX CODE

M/S: Morrison/Gilbert to approve Resolution No. 10-19-1494. Motion approved unanimously by polled vote.

13o ORDINANCE No 970 REPEALING AND REENACTING CHAPTER 5.20 OF THE WRANGELL MUNICIPAL CODE RELATED TO THE PERMANENT FUND INVESTMENT POLICY, OBJECTIVES AND GUIDELINES

M/S: Decker/Gilbert to approve first reading of Ordinance No. 970 and move to a second reading with a Public Hearing to be held on November 12, 2019.

Von Bargaen stated that Gilbert had reported several necessary changes to the proposed Ordinance prior to the meeting, this evening; Von Bargaen addressed each amendment and stated that the Ordinance would

come back to the Assembly at the November 12 meeting with the amended language and corrections; she also stated that the Borough Attorney assured her that there would not need to be a third reading of the Ordinance.

There were no objections from the Assembly on any of the amendments or changes to the proposed Ordinance.

Motion approved unanimously by polled vote.

13p Discussion regarding the Institute Property Development (*added under Amendments to the Agenda by Decker*)

Decker stated that she would like to see this project moved up on our list of priorities; believes that this property is a large piece of the future of Wrangell; has received numerous requests by members of the community for information on when the lots would be available for sale and what the plan is; there is a large need for housing right now.

Morrison agreed; understands that we need a survey first; what type of housing will be allowed there; lots of concerns.

Decker stated that this will take a lot of money to develop but we need to come up with a plan; possibly partnering with WCA; possibly develop in phases might be the answer.

Von Bargen stated that she would try and get the key Staff together and try and come up with some ideas and options before the next Assembly Meeting.

Decker suggested that Staff consider all options such as possibly hiring a consultant.

Von Bargen agreed.

Recessed at 9:32 p.m.

Reconvened at 9:42 p.m.

EXECUTIVE SESSION

15a Executive Session: Mill Property Purchase Update

M/S: Gilbert/Decker moved, pursuant to AS 44.62.310 (c)(1), that we recess into executive session to discuss matters in which the immediate knowledge would clearly have an adverse effect upon the finances of the borough, specifically the update to the proposed purchase of the Mill Site property and invite the Borough Manager into the session. Motion approved unanimously by polled vote.

15b Executive Session: Transitional Housing Acquisition

M/S: Decker/Morrison moved, I move, pursuant to AS 44.62.310 (c)(1), that we recess into executive session to discuss matters in which the immediate knowledge would clearly have an adverse effect upon the finances of the borough, specifically the update to the proposed acquisition of transitional housing for the Borough and invite the Borough Manager into the Session. Motion approved unanimously by polled vote.

*Recessed into Executive Session at 9:44 p.m.
Reconvened back into Regular Session at 10:33 p.m.*

Regular Assembly meeting adjourned at 10:33 p.m.

Stephen Prysunka, Mayor

ATTEST: _____
Kim Lane, MMC, Borough Clerk

City and Borough of Wrangell Capital Facilities Department Report November 6, 2019

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

- **Vehicle / Pick-Up Truck Purchase.** The Capital Facilities' second pick-up truck was acquired through a surplus sale. We obtained a 2016 Ford F-150 for the purchase price of \$13,222. Inland and ocean freight combined was \$2,891. Tools storage was purchased for approximately \$3,000. An unused balance of the approved \$25,000 for this vehicle procurement is expected to be approximately \$5,800.

Below are a few highlights of more significant facility maintenance and repair projects:

- **Nolan Center's Broken Sprinkler Head / Water Damage Remediation.** Most of the repairs to the Nolan Center are now complete, following water damage due to a broken sprinkler head in July. The casework trim repairs in the Gallery and the replacement of several pieces of carpet tile at the transition from the Classroom to the Gallery remain to be completed. As total repair costs are confirmed, a budget amendment for the Nolan Center's Facility Maintenance & Repair account may be required.
- **Nolan Center's Standby Generator's Inspection and Operations Testing.** With the assistance of Municipal Light & Power diesel generation staff and a Kohler Generator technician and operational testing, the generator was found to be running 100% as designed; however, it was discovered that the transfer switch racking mechanism (allows the building to return to grid power after running on power generation) was removed and cannot be located. WML&P are in the process of ordering a new handle to operate the racking mechanism. After receipt of the device, we will be able to perform a loss of grid power function test for the building.

Engineering assistance may further be required to perform a comprehensive site evaluation related to the building's power needs and its current vulnerabilities, since the Nolan Center has been identified as a critical facility, serving as a disaster response and recovery facility. Emergency power needs for the facility serving in this capacity will be assessed based on code requirements and on the essential services that should be maintained in order for the facility to maintain its critical functions. If the existing generator will not support the electrical load identified for the building to serve as a disaster response and recovery facility, a generator of higher capacity may need to be considered.

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

GENERAL FUND PROJECTS

- **Nolan Center HVAC Direct Digital Controls System Upgrades.** The Meridian Systems technician is scheduled to begin the DDC Upgrades work at the Nolan Center on November 12th. Following installation, Nolan Center staff and Capital Facilities staff will receive system training.
- **Cemetery's Columbarium Addition.** Project management and report provided by Public Works.
- **Public Safety Building Siding and Roofing Renovations.** Staff have received the cost estimate from A&E consultants and their estimating subcontractor, HMS, and are reviewing the detailed cost estimate to be able to separate portions of the work and make alternative recommendations for the approach to the project's scope. Having this additional, well-defined cost estimate will allow us to identify alternative scopes of work and evaluate those alternatives against the level of project funding that Wrangell can accommodate.

Considering contract document adjustments that may be required, based on the preferred alternative, the construction bidding solicitation will be on the street before the end of the year. This will allow a significant amount of time for construction bidding outreach and contractor preparedness for an anticipated Spring 2020 project.

- **Public Safety Building Addressable Fire Alarm System Replacement.** Work has not yet commenced on this project. The first step will be to develop an RFP for electrical engineering design services, which may be combined with other projects with similar engineering needs.
- **Public Safety Building Heating System Piping Repairs.** Work has not yet commenced on this project.
- **Public Safety Building Oil-Fired Boiler Installation.** The oil-fired boiler installation is now complete and operational; however, connection to the control panel is required to provide for the ability to manage the system through controls, which provides more efficiencies within the system than simply running with set points. We will be working with a contractor in an attempt to make the control connections for better operational efficiency when this new boiler is in use, and hope to have that complete within the next week.
- **Swimming Pool's Domestic Hot Water Tank Replacement.** This project provides for the replacement of the Swimming Pool's deteriorated domestic hot water heater. The first step will be to develop an RFP for mechanical engineering design services, which may be combined with other projects with similar engineering needs.
- **Swimming Pool's HVAC System Upgrades, Phase III.** This project provides for the replacement of certain failed mechanical devices in the heating and cooling system. The first step will be to develop an RFP for mechanical engineering design services, which may be combined with other projects with similar engineering needs.
- **Kyle Angerman Memorial Playground Replacement.** The State of Alaska, Dept of Natural Resources, Division of Parks & Outdoor Recreation is the body administering the Land & Water Conservation pass-through grant from the National Park Service, who is still working to issue the

grant agreements to the State. Based on the delayed timeline, the project will be pushed out to 2020 for construction. As soon as the grant agreement is in place, project design will commence.

NORTH COUNTRY TRAILHEAD ACCESS ROAD REPAIR FUND

- **North Country Trailhead Access Road Repair (Streets).** Staff have identified the road maintenance needs for the Spur Road for access to the North Country Trailhead for use in developing a competitive solicitation for the construction work. Additional tasks required in advance of the construction bidding includes working with the Federal Highways Administration on their required utility certification, right of way certification, and project certification, the last of which will include their full review and approval of the contract documents prior to issuing for competitive bidding of the construction work. Depending on the time necessary to complete the planning work, the work will be completed by Summer 2020.

COMMERCIAL PASSENGER VESSEL EXCISE TAX FUND

- **Mt. Dewey Trail extension FLAP Grant Match (Parks & Recreation).** Following completion of the NEPA process and an initial discussions with the USACOE for the trail project, a recent meeting with the US Army Corps of Engineers had them recommending we proceed with design and submit Preconstruction Notification referencing a Nationwide Permit as applicable according to the conceptual or final design. The next step in this project is staff's development of a competitive solicitation for engineering design.
- **City Dock Summer Float (Ports and Harbors).** The Harbor Master has stipulated an arrival date for the new Summer Float in March 2019 in order to have it on site for force account decking install prior to its seasonal use. An Invitation to Bid, with full bidding documents, will be developed in order to meet this timeframe.
- **Petroglyph Beach Bathroom and Platform Improvements (Parks & Recreation).** This project provides for the constructed of a permanent year-round operational trailhead style bathroom. It also provides for certain repairs to the observation platform.

RESIDENTIAL CONSTRUCTION FUND

- **Borough-Wide Land Survey Project.** Regarding all three subdivision development projects listed below, the Planning & Zoning Commission will be reviewing the various subdivisions' alternatives in order to provide the Borough Assembly with a recommendation for each. The survey services solicitations for each site would be based on the final decision regarding the subdivision development.
 - Institute Phase I Subdivision Development Survey
 - 4-Mile Zimovia Highway Property Subdivision Development Survey
 - Etolin Street Foreclosed Lots Subdivision and Replat

INDUSTRIAL CONSTRUCTION FUND

- **5th and 6th Avenues Roadway Construction (Streets).** On September 11, 2019, the US Army Corps of Engineers issued a public notice of the reissuance of General Permit POA-2006-00215 (RGP-06) for the Wrangell Industrial Park Subdivision. This General Permit (GP) authorizes the placement of dredged and/or fill material, and structures, into wetlands associated with industrial

development in the Wrangell Industrial Park Subdivision. Authorized activities include foundation pads, associated driveways, parking areas, and lot utilities for those subdivision lots yet to be developed. The GP is scheduled to expire on September 30, 2024. Following the Corps' public notice period, the CBW anticipates receiving the final reissuance of the permit.

- **Marine Service Center Survey and Replat (Ports and Harbors).** This survey project provides for the vacation of the existing platted Silvernail Drive ROW and the establishment of an access easement where the driving access is actually located through the Marine Service Center. The solicitation for this survey project will be combined with a couple of additional roadway survey projects as they are further identified.

ECONOMIC RECOVERY FUND

- **Mill Property Purchase.** Project management and report will be provided by the Borough Manager.

WRANGELL MUNICIPAL LIGHT & POWER FUND

- **Case Avenue Electrical Distribution Line Rebuild Survey.** Based on the project needs and the difference in survey outcomes with other CBW-surveys scheduled to be performed, the Case Avenue Rebuild Survey will be pursued as a separate survey project. The survey solicitation for this project will be developed for the purpose of identifying existing right-of way limits, existing electrical pole locations, and any existing utility easements that may exist. The solicitation will also include an additive alternate for the survey of the existing water and sewer mains, within the right-of-way, for use in a future water and/or sewer mains replacement project.
- **Power Generation Solution.** Project management and report will be provided by Municipal Light & Power. Certain aspects of the project, such as solicitation development, is being provided by Capital Facilities. Construction of three concrete pads, to support integral parts related to the additional 20-cylinder generator we acquired from Nome, is complete.
- **3MW Transformers Purchase Phase 1.** An Invitation to Bid solicitation was issued for the procurement of the 3MW Transformer. By issue of Addendum No. 1, bids are currently due by November 22, 2019 at 2:00 p.m.
- **Generators' Exhaust Insulation Blankets.** Project management and report will be provided by Municipal Light & Power. Solicitation development assistance will be provided by Capital Facilities.
- **Powerhouse Roof Repairs.** This project has been postponed and replaced with the **Power Diesel Generation Plant (Power Plant) Rehabilitation** project (see status under FUTURE PROJECTS IN FUNDING PHASE / PLANNING PHASE listed projects) due to the expected future demolition of the concrete structural portion of the Power Plant.

WATER FUND

- **Water Plant Bypass Line Valve Configuration.** Work has not yet commenced on this project.

- **Bennett Street Water Main Replacement.** The replacement of approximately 350' of 50-year old ductile iron pipe (DIP) water main was replaced by Seccon on August 6th. Staff are working with the Contractor to obtain final closeout documents.

UPPER RESERVOIR BYPASS FUND

- **Upper Reservoir Bypass.** Earlier this year, staff narrowed the CBW's preferred alternative for accessing the water in the upper reservoir to the *Spillway Trench with Siphon* option, in an effort to bypass the lower reservoir to the treatment plant. Before confirming that option as our preferred alternative, the engineers were queried as to limitations with this option.

Staff's initial concern was related to limitations to accessing the full depth of the stored raw water. Although the engineer's modeling of the system looked like it would work, on paper, their level of confidence that this alternative would work was reduced given that this is not a normal siphon scenario. They cannot confirm the reliability of the model since there is no existing precedence for siphoning to a closed pipe system.

Since a siphon is always conveyed to an open-ended outlet, the discussion has turned to siphoning to a downstream intake location. An intake pool, if the conditions are right, is a vetted option. The engineers have made investigative recommendations that CBW staff are planning to pursue to assist the engineers in determining if we have an intake location that would be at an elevation high enough on the upstream end of the intake pipe for the required gravity to the plant?

Discussions have been had about the possibility of replacing the existing pipe with HDPE, if it is found to be DIP. Discussions have also been had about the potential of having to blast through the spillway to obtain the depth needed for water access and siphon uplift. If blasting is required, the HDD approach would be a better approach for stability concerns; however, it is much more costly, requires specialized equipment and may require more working space that what we are constrained to. Trim blasting would likely be recommended, which would require lowering the water level to access the spillway's lowest trenching level and taking small controlled shots in several lifts to remove the necessary rock.

In order to begin pursuit of this intake pool option, next steps are to unearth the ends of the existing pipe, explore its condition and obtain the pressure test results. It is likely that we will need to have survey performed to help finalize this siphon alternative with pool intake.

WATER MAINS REPLACEMENT FUND

- **Water Mains Replacement.** Following ADEC's approval of our request for a grant extension through January 2021, an RFP for competitive selection for engineering design services is required as next steps for project development. CBW staff will be developing this solicitation.

WATER TREATMENT PLANT IMPROVEMENTS FUND

- **Water Treatment Plant Improvements.**

The CBW received the final grant agreement from EDA for the \$2.9M received for the project. The Borough Assembly is expected to accept the EDA grant and the USDA/RD loan and grant during their November 12th regular meeting.

CBW staff continue to work with both federal funding agencies to complete their post-award project prerequisites. As progress is made to complete these tasks, a Request for Qualifications (RFQ) for engineering design will be developed for solicitation these services. Staff anticipates the timeline for completion of the engineering design RFQ to be by the end of December 2019.

HARBOR FUND

- **Shoemaker Bay Harbor Replacement.** The CBW issued Change Order 1 to the Contractor, which provides for additional scope of work to a portion of the parking lot's entrance and main driving and parking throughway, as well as the replacement of the existing boarding float, adjacent to the launch ramp. Staff met with the Contractor, along with the Engineers to discuss the schedule for the additional work outlined in the Change Order. The Contractor is currently having the rock material produced and expects to begin the parking lot work around the first week in December, weather permitting. The procurement of shop drawings for the replacement boarding float should commence with the Contractor's material order placement with the fabricator. The boarding float is not expected to be delivered to Wrangell for installation until Spring 2020.
- **Harbors' Security System.** The Harbor Master will be leading this project with the assistance of Capital Facilities' staff as needed for the project's procurement needs. The Harbor Master will likely bring a consultant to Wrangell to help identify the harbors' security needs and the system that will best deliver the products and service to meet those needs.

SEWER FUND

- **Reroute Node 6 Sewer Pump Station's Overflow Pipe.** Work has not yet commenced on this project.
- **Node 8 Sewer Pump Station Rehabilitation.** Work has not yet commenced on this project.

SECURE RURAL SCHOOLS FUND

- **Area-Wide Sidewalk Replacement Project – Sidewalk Repairs at the Primary School Entrance.**

Sidewalk repairs at the Primary School entrance were completed in August 2019. In order to further project development, the remainder of the high school-related sidewalk replacement under this project will require discussions with the School District and Public Works regarding the possibility of significant traffic modifications and associated repair options.

FUTURE PROJECTS IN FUNDING PHASE / PLANNING PHASE

- **Power Diesel Generation Plant (Power Plant) Rehabilitation.** After receiving PND Engineer's 2007 structural analysis report for the Power Plant's concrete section of the building, PND Engineers, along with their electrical, mechanical and environmental engineering subconsultants, visited the site to perform an inspection and identifying as-built conditions to be able to assess options for a facility rehabilitation project.

Based on the engineers' report of the existing conditions, even given the option to demolish only the concrete section and rehabilitate the steel section, significant structural and code compliant

rehabilitation would be required. Upon receiving this information, staff modified the scope of services with PND to eliminate a portion of the design development task originally requested of them. We have asked PND Engineers to provide a proposal for their development of a rough-order-of-magnitude concept planning cost estimates for alternative rehabilitation projects, which would include the cost related to project permitting, survey, design and construction. Having a cost idea for the various project alternatives would allow us to identify the option that would serve the interests of the public best. A summary of the project alternatives identified to date are:

1. Demolish the existing concrete building and modify the existing steel building, including a roof replacement, to accommodate the loss of the concrete wall. This alternative does not rebuild the demolished building. An additional consideration for this option would be to construct a smaller and separate stand-alone building for additional storage capacity.
2. Demolish the existing concrete building and construct an in-kind replacement with a pre-engineered metal structure, tying into the existing steel building and replacing its roof.
3. Demolish and rebuild the existing structure, in its current location, in phases.
4. Construct a new stand-alone building on a separate site, to house the diesel generation plant with multi-functional capacity.

Following a review of a possible fifth alternative, that would entail abandoning the concrete building section in place and providing additional stabilization for the steel section, staff do not plan to include this in the list of alternative solutions.

In addition to preparing the conceptual costs for these alternatives, we asked PND to assist with the additional environmental investigations. It is likely that the site is contaminated with petroleum hydrocarbons from historical leaks related to the underground fuel lines supplying the diesel generators. As we work toward a solution for building rehabilitation, we need to evaluate the subsurface soil and groundwater for the presence and extent of contamination from potential releases of diesel fuel. Having this critical information will help identify constraints or challenges associated with environmental considerations.

As the CBW and PND refine the scope of work for the alternatives' conceptual cost scope and the environmental soil testing, staff will present PND Engineer's conceptual cost proposal for review and approval.

- **Bathymetry /Photogrammetry Survey of Water Reservoirs.** In an effort to explore survey options for our water reservoirs, we have been discussing survey ideas (single-beam versus multi-beam, LiDAR, photogrammetry, etc.) with a hydrographic geophysical land survey group, TerraSond, who have offered to develop a solutions proposal with associated cost estimates of the various types of surveys tools available to help us achieve our survey goal, which would be to identify vegetation (tree stumps) and soft sediment, for a future removal project, for the purpose of gaining storage capacity in our reservoirs.
- **Skeet Range Improvements.** Wrangell Parks & Rec, in association with the Rod and Gun Club have been collaborating to accommodate the community's request for improved engagement, education and access to shooting sports in Wrangell.

Wrangell's former skeet range is in poor condition and needs significant improvements, which would provide for the return of that space for sporting clay events. At the suggestion of the

Wrangell Gun and Rod Club, the CBW recently submitted a grant to the National Rifle Association (NRA), who recently provided approximately \$14,000 for improvement to the 100-yard and 300-yard shooting ranges, for another round of grant funding opportunity to improve the skeet range.

The scope of the project includes that work necessary to reestablish and improve the skeet range, create a formal parking area and procure skeet machines for the sporting activity.

ENVIRONMENTAL REMEDIATION PROJECTS

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

In an attempt to close these sites with DEC they informed the CBW that each site requires additional investigation. Below is a recap of the three sites and where we stand with DEC's request for further work.

- **Wrangell City Shop**

The CBW had two Underground Storage Tanks (UST) for waste oil adjacent to the Public Works Garage, which were removed, along with their associated piping, in 1999. ADEC is requesting a work plan that should include installation of long-term monitoring wells and a sampling program sufficient to help assess tidal and seasonal fluctuations, as well as flow direction of groundwater.

A rough order of magnitude of cost for an environmental contractor to perform the requested work plan is \$15,000. The findings through this effort could present significant additional costs.

- **Former Wilcox Automotive**

The CBW purchased a former commercial property on the corner of Front Street and Campbell Drive, referred to as the Former Wilcox Automotive site where three USTs were removed. ADEC has requested a Site Characterization Work Plan and Interim Action Removal to investigate and determine a source of the remaining lead-contamination soil, the nature and extent of the contamination, and to evaluate remediation and/or closure options.

A rough order of magnitude of cost for an environmental contractor to perform the Site Characterization Work Plan and Interim Action Removal work is \$35,000. The findings through this effort could present significant additional costs.

- **Wrangell Medical Center**

In 2016, during the Wrangell Medical Center's change in service of a UST, subsurface soil contamination was found and determined to be a petroleum release that exceeded ADEC Method Two cleanup levels with high levels of DRO, Naphthalene and Ethylbenzene, and as well detected PAHs. ADEC have asked for a work plan to ensure consistency with their current regulations.

A rough order of magnitude of cost for an environmental contractor to perform the Remedial Investigation and Corrective Action work is \$20,000. The findings through this effort could present significant additional costs.

The CBW is working with Shannon & Wilson to develop the work plans for the three, outstanding Wrangell contaminated sites, which remain open in DEC's system. The work will be performed in two tasks: 1) develop a proposed work plan that would be submitted to DEC for review and approval and 2) based on DEC return comments and approval, Shannon & Wilson would then develop a second proposal for the scope of work based on DEC's feedback.

Resolution 11-19-1501 will be reviewed by the City and Borough of Wrangell on November 12th for an amendment to the FY 2020 budget for funds in the amount of \$10,780 for this task one, work plan development.

October 2019 Travel Report

Name	Position	Purpose	Location	Dates	Transportation	Car Rental	Accommodations	Per Diem	Registration	Other	Total
Connor Phillips	Police Officer	Training	Sitka, AK	10-6 to 10-15	\$ 345.20	\$ -		\$ 62.50		\$ -	\$ 407.70
Aleisha Mollen	Generalist	Accufund Training	Colorado Springs, CO	10-17 to 10-24	\$ 659.22	\$ 65.43	\$ 1,221.78	\$ 300.00	\$ 1,195.00		\$ 3,441.43
Shawna Bunes	Volunteer Fire	EMS Training	Seattle, WA	9-23 to 9-24	\$ 526.83	\$ -	\$ 576.81	\$ 175.00	\$ 470.00		\$ 1,748.64
Terry Bunes	Volunteer Fire	EMS Training	Seattle, WA	9-23 to 9-24	\$ 144.74	\$ 275.76	\$ 299.82	\$ 175.00	\$ 470.00		\$ 1,365.32
Thomas Kowalske	Volunteer Fire	Fire Training	Ketchikan, AK	9-23 to 9-28	\$ 110.69		\$ 766.15	\$ 275.00	\$ 400.00		\$ 1,551.84
Dorianne Sprehe	Fire Dept	Fire Training	Ketchikan, AK	9-23 to 9-28	\$ 125.57		\$ 1,225.84	\$ 375.00	\$ 400.00		\$ 2,126.41
Greg Meissner	Harbor-master	Harbormaster Training	Juneau, AK	9-29 to 10-4	\$ 303.20		\$ 722.40	\$ 250.00	\$ 375.00		\$ 1,650.60
Kathleen Easterly	Admin	Computer System Training	Homer, AK	10-13 to 10-17	\$1,092.59		\$ 578.09	\$ 225.00			\$ 1,895.68
Carol Rushmore	EDD	AK Travel Industry Assoc Conference	Juneau, AK	10-6 to 10-10	\$ 326.06	\$ 278.00	\$ 443.52	\$ 225.00	\$ 550.00		\$ 1,822.58
Carol Rushmore	EDD	AK Travel Industry Media Roadshow	Las Vegas, NV	10-26 to 10-30	\$ 612.00	\$ 90.00	\$ 1,110.00	\$ 225.00	\$ 3,500.00		\$ 5,537.00
Kate Thomas	P&R Dir	State Recreation Conference	Fairbanks, AK	10-7 to 10-11	\$ 789.50		\$ 243.00	\$ 225.00	\$ 249.00	\$ 60.00	\$ 1,566.50

MEMORANDUM

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

**FROM: MS. CAROL RUSHMORE
ECONOMIC DEVELOPMENT DIRECTOR**

SUBJECT: Department Report

DATE: November 4, 2019

UPDATES:**Hazard Mitigation Plan:**

Having not heard back from AECOM since August when I last inquired as to status of the plan, and most recent changes that we submitted, I contacted AECOM to get a status report. I was informed that the draft plan, with our last changes had been submitted to the State of Alaska for review and approval. Upon the State's recent approval, the Wrangell plan was submitted to FEMA for review and approval and is still under their review. According to AECOM staff, a tentative timeline for completion of the approval process is as follows:

Plan review by State personnel (~30 days) - completed

Plan review by FEMA regional personnel (~45 days), the plan is then listed as Approved Pending Adoption (APA) (in process).

This APA plan is sent back to local government for adoption by the Assembly. If the assembly adopts the plan and the FEMA requires changes, the local government would need to have another adoption process.

Once the Borough Assembly adopts the plan, that document is sent to the State/FEMA for a final approval letter. That starts the 5-year clock til the next revision of the mitigation plan is due.

Former Junkyard Property:

Based on some of the questions at the last Assembly meeting concerning the zoning of the former junkyard property and properties surrounding, staff reconfirmed with adjacent land owners their desires and preference for residential or light industrial development on the former junkyard property. As the zoning is today, Bob Molinek's property is the beginning of the Light Industrial zoned property which extends to the SEAPA switchyard, with the exception of 5 lots surrounding, but not including the Roadhouse Condominiums which were rezoned in 2002 to Rural Residential. While many of the Lots are zoned Light Industrial, the uses are residential, with the exception of the SEAPA facility.

Mr. Molinek has reconfirmed his desire to see the property rezoned residential. Mr. Byford prefers to keep the property zoned Light Industrial due to the large shop building he has behind his property and feelings that it might be more attractive for sale and the use could be valuable to the City. Ms. Wood at one point, but not reconfirmed, desires residential uses. Since the predominant use of the land is residential, but zoned Light Industrial, each of the residences on Light Industrial

properties are non-conforming uses and reconstruction and replacement restrictions result if a property is destroyed. Staff has written a letter to each of the landowners of the Light Industrial zoned properties, inquiring about their preferred use and zoning of the former junkyard and if they would desire to have their property rezoned to protect their residential use. Because responses will not be back in time for the Assembly November packet, the item was removed from the November agenda and will be placed on the December agenda for further discussion.

Alaska Media Roadshow:

Staff attended Alaska Travel Industry Association's Alaska Media Roadshow in partnership with Petersburg under the marketing cooperative created over 10 years ago as The Alaska's Rainforest Islands. We had appointments with 22 travel writers to pitch story ideas and possible familiarization trips for this coming summer. There were at least 10 strong positive prospects interested in our story ideas and potential for coverage. We are working on our follow up strategy and planning more detailed story pitches to those that we met. We are also working with the Southeast Alaska Tourism Council for cost sharing potential travel writer trips to the region.

Cruise Industry Meeting:

Staff met with the tour operators regarding the 2019 summer cruise season to discuss what went well, issues to focus on, infrastructure needs, and potential code changes. Overall, operators felt the season went well and some of the transportation conflicts were minimized, although there are still areas for improvement. There was some discussion for fee structures including fees for all dock users, port development fee, dockage fees, head tax fee, insurance requirements, but nothing specific was discussed at this time. All agreed communication was vital to successful season and minimizing conflicts. Also, everyone agreed that public restrooms at the dock were extremely important for future infrastructure needs.

Tourism Best Management Practices (TBMP):

During the Alaska Travel Industry Association annual convention in Juneau, one of the key topics of discussion was the TBMP program that Juneau established over 20 years ago to try and minimize conflicts between cruise ships and tours with the public. A voluntary cooperative program with established best practices has been developed and implemented over the years. Best practices have been developed to address transportation issues, marine boating issues, specific geographical sub areas, walking tours etc. A method for the public to be able to call/email to complain about something that might have happened is established with a response process. Complaints are monitored and through an established process, the issue is looked into and the complainant will be contacted with follow up information. The CVB has held an initial work session to begin the process for establishing a similar program in Wrangell. Since there has been and likely will continue to be some growth in the cruise ships calling on Wrangell, the CVB is developing a draft document of Best Practices specific to our community and will partner with the Port, Chamber, Parks and Rec and WCA to minimize areas of known concern. Public input will be critical in the development of the document and several public meetings regarding the program and mitigating activities is planned for after the new year.

USFS Draft EIS Road Rule:

The CVB met to review the alternatives of the Roadless Rule. There was general discussion as well as some confusion as to impacts. They plan to attend the USFS Roadless meeting on Wed. November 6 and meet again to discuss recommendations for the Assembly consideration. The Economic Development Committee has not yet set a date for a meeting to review the alternatives. Comments are due by December 17.

Wrangell Ranger District & City/Borough of Wrangell Standing Topics of Mutual Interest

Purpose: To facilitate open and respectful dialog between the City/Borough of Wrangell and the Wrangell Ranger District on matters of mutual interest on a consistent basis. Topic report-out is intended to be brief and informative and utilized as a collaborative tool for sharing information. Topics identified as needing “additional” consideration will be scheduled for a more appropriate venue (work session).

Date: 11/15/19

Current Topics:

1. Central Tongass Large Landscape Analysis: **(NO UPDATES AT THIS TIME)**
 - a. Comment period closed on September 15th
 - b. Interdisciplinary Team is currently analyzing comments for inclusion or adjustments to the Final Environmental Impact Statement (FEIS)
 - c. The FEIS is anticipated to be signed in spring of 2020
2. Roadless:
 - a. Comment period for the Draft Environmental Impact Statement open through December 17th.
 - b. *Martin will fill in on any public meeting highlights if appropriate*
3. Recreation:
 - a. Virginia Lake Cabin dock has been removed for the winter.
 - b. Stocked wood at the Stikine River Flats cabins for water fowl hunting season.
 - c. Anan:
 - i. Hosted annual fall outfitter and guide meeting 11/5/2019. Objectives of the meeting were:
 1. Anan 2019 after action review
 2. Updates on 2020 Anan administration
 3. Expectations for 2021 and beyond
 - ii. Updated Anan Master Plan is a priority for FY20
4. Resource Advisory Committee (RAC)
 - a. Scheduled RAC meeting 11/6 was cancelled due to a conflict with the Roadless Meeting
5. Abandoned vehicles on Forest Service administered lands
 - a. Clint visited Zarembo in late October and now has firsthand knowledge of the current situation

- b. Clint will schedule a meeting in later January with stakeholders to begin work on developing a strategy for clean-up of current problem and long term solution for prevention
6. SS Chugach
- a. Regional Office is looking into a Phase I contract including site plan/site prep and cradle design/construction
 - b. Site plan/work could include up to 150 yards of fill
 - c. FS request that Marine Service Center waive storage fee until site prep is complete. Would need Assembly approval
 - d. Shelter options are still under consideration including a canvas cover not affixed to the ground and resembling other boat yard structures
7. Other:

City of Wrangell
Aging Summary Report
Invoice Items & Payments to 10/31/19 - Aged from 10/31/19

Item f.

Type	Nbr	Customer	Current	30-60	60-90	Over 90	Total
C	1033	Stuart, Walter	12.77	12.65			
C	1064	MEISSNER, DEREK	15.95	31.72	12.52	1,252.16	1,290.10
C	1072	Johnson, Robert K.	1,681.13	178.50	87.35	1,475.97	1,610.99
C	1085	Howell, Shapleigh	0.00	0.00	916.03	16,933.50	19,709.16
C	1139	Lindemuth, Lon	0.00	0.00	10.12	1,001.61	1,011.73
C	1158	BAUER, MICHEAL AND LORI	104.28	0.00	63.43	198.85	262.28
C	1211	PARIS, Steve	-0.45	0.00	0.00	0.00	104.28
P	1225	Romane, Lee	0.00	0.00	0.00	0.00	-0.45
c	1270	Jenkins, James	0.00	0.00	94.03	322.87	416.90
C	1312	Jasper, Ed	37.84	761.39	29.93	2,992.58	3,821.74
c	1350	Rilatos Jr., Ed	-325.87	0.00	0.00	0.00	-325.87
P	1358	ANGERMAN, RICHARD	0.00	0.00	4.76	471.24	476.00
P	1366	Tullis, John	0.00	0.00	5.04	498.65	503.69
C	1376	Shilts, Brian	136.10	0.00	0.00	0.00	136.10
C	1377	Shilts Sr., Robert	33.34	33.01	34.17	3,266.74	3,367.26
C	1385	Hay, Chuck	331.15	565.44	0.00	0.00	896.59
C	1390	Guggenbickler, Tony	0.00	115.62	213.30	1,038.79	1,367.71
C	1391	Thomassen Jr., Steve	1,033.85	0.00	0.00	0.00	1,033.85
P	1399	Davidson Jr., Ken	0.00	26.75	0.00	4,496.20	4,522.95
P	1407	Gerard, Douglas	0.00	0.00	59.56	0.00	59.56
P	1417	ANGERMAN, MERCEDES	-23.53	0.00	0.00	0.00	-23.53
P	1449	Roope, Dan	197.22	0.00	0.00	0.00	197.22
P	1453	Haaseth, Einar	0.00	0.00	113.32	542.66	655.98
P	1487	Sweat, Dave	0.00	286.10	0.00	0.00	286.10
P	1488	APPLEMAN, KEITH	14.99	749.43	0.00	0.00	764.42
C	1507	Larsen, Arthur	0.00	0.00	3.02	298.98	302.00
c	1510	Stevens SR, Donald	13.38	13.25	13.12	1,311.50	1,351.25
C	1516	HAINES FAMILY TRUST	556.28	0.00	0.00	0.00	556.28
C	1517	Galla, Mark	-1,107.55	0.00	0.00	0.00	-1,107.55
P	1523	ANDRESEN, DAVID C	0.00	136.10	136.10	0.00	272.20
C	1540	Florschutz, Otto	0.00	14.09	13.95	721.39	749.43
P	1541	Joseph, Johanna	204.93	0.00	0.00	0.00	204.93
P	1549	Nelson, Jim	86.20	106.13	19.11	0.00	211.44
C	1561	BARTLETT, DENNIS	0.00	0.00	0.00	53.50	53.50
P	1565	OLIVER, RANDY	-7.51	0.00	0.00	0.00	-7.51
C	1584	Gunderson, Gilbert	0.00	34.94	34.59	3,459.46	3,528.99
C	1585	Petticrew, Charles	57.59	163.68	0.00	0.00	221.27
C	1588	STEVENS, MARK	176.44	0.00	0.00	0.00	176.44
C	1618	Ettefagh, Sylvia	77.13	52.03	0.00	0.00	129.16
P	1623	Lukinich, Rusty	18.86	0.00	0.00	0.00	18.86
C	1626	Mcvicker, Lee Ann	0.00	0.00	6.00	594.00	600.00
P	1627	Johnson Building Supply	0.00	0.00	7.68	760.48	768.16
P	1637	Rogers, Ray A.	0.00	11.65	0.00	0.00	11.65
P	1642	Stokes, Ray E.	2,977.02	1,451.31	0.00	0.00	4,428.33
P	1655	Massin, Bernard	0.00	0.00	4.61	456.34	460.95
P	1656	Kohrt, Richard	199.05	0.00	0.00	0.00	199.05
C	1676	MEISSNER, MICHELLE	0.00	0.00	3.66	361.92	365.58
C	1681	Hartung, David	0.00	0.00	64.17	0.00	64.17
C	1686	Doak, Dan	0.00	0.00	9.37	927.42	936.79
c	1687	Mork, Elmer M.	148.95	77.04	76.95	0.00	302.94
G	1716	Fish & Game	-53.50	0.00	0.00	0.00	-53.50
C	1720	ROBINSON, MARK	0.00	0.00	0.00	4,033.00	4,033.00
P	1731	Robbins, Robert K	-6.00	0.00	0.00	0.00	-6.00
P	1749	BENJAMIN, BRYANT	0.00	0.00	0.00	259.03	259.03
P	1771	Mitchell, Lonnie	200.30	0.00	0.00	0.00	200.30
P	1795	Sansom, I.R.	-0.34	0.00	0.00	0.00	-0.34
			-186.78	0.00	0.00	0.00	-186.78

City of Wrangell
Aging Summary Report
Invoice Items & Payments to 10/31/19 - Aged from 10/31/19

Item f.

Type	Nbr	Customer	Current	30-60	60-90	Over 90	Total
P	1815	MILLER, DAVE	95.57	0.00	0.00	0.00	95.57
P	1825	O'brien, Austin	0.00	0.00	3.02	298.98	302.00
P	1843	BAKER, JOHN A	-36.55	0.00	0.00	0.00	-36.55
C	1874	Gadd, Charlie K.	0.00	36.20	18.10	0.00	54.30
C	2179	CROPPER, ELLIS	156.78	0.00	0.00	0.00	156.78
C	2184	Mcmurren, Pat	113.42	1,125.63	0.00	0.00	1,239.05
P	2192	Wood, Greg	0.00	1,302.89	0.00	0.00	1,302.89
C	2335	Jacobson, Larry	75.53	0.00	0.00	0.00	75.53
P	2336	Webber, Scott	-24.41	0.00	0.00	0.00	-24.41
C	2377	CASTLE, BRIAN	117.09	0.00	0.00	0.00	117.09
C	2383	Riley, Steve	-21.48	0.00	0.00	0.00	-21.48
C	2393	ALASKA MARINE LINES	6,958.13	6,847.74	584.81	0.00	14,390.68
c	2411	BENITZ, EARL	6.51	78.32	572.50	0.00	657.33
P	2413	Meissner, Vern	0.00	0.00	85.50	0.00	85.50
P	2503	Jabusch, Jake	6.04	603.66	0.00	0.00	609.70
P	2530	Woodbury, George	-50.00	0.00	0.00	0.00	-50.00
P	2703	Easterly, Wayne	21.12	16.27	0.00	1,627.38	1,664.77
P	2708	Sallee, David	-3.29	0.00	0.00	0.00	-3.29
P	2792	Meissner Jr., Charles	0.00	0.00	0.00	3.24	3.24
C	2851	Valiant Ventures	-18.00	0.00	0.00	0.00	-18.00
P	2919	Hoover, Jack	-51.88	0.00	0.00	0.00	-51.88
C	2922	Fisher, David	-10.11	0.00	0.00	0.00	-10.11
C	2975	COYNE, JEFF	-0.03	0.00	0.00	0.00	-0.03
P	3059	Kading, Eric & Joan	-50.00	0.00	0.00	0.00	-50.00
P	3140	Rinehart, Robert	0.00	0.00	0.00	66.13	66.13
c	3170	Strader, Wally	-2.06	0.00	0.00	0.00	-2.06
C	3220	Keller, Steve & Helen	285.22	0.00	0.00	0.00	285.22
C	3336	Powell, Jon	16.27	16.11	15.95	1,594.92	1,643.25
C	3365	Sobjack, Brad	345.03	12.09	566.95	642.14	1,566.21
C	3589	SUPERIOR MARINE SVC	1,699.84	0.00	0.00	0.00	1,699.84
C	3665	Easterly, Randy & Jeannie	0.00	955.52	0.00	0.00	955.52
P	3798	Purvis, Leland	-26.58	0.00	0.00	0.00	-26.58
C	3806	Rowland, James	181.02	0.00	0.00	0.00	181.02
C	3810	Sanford, Daniel	13.35	18.17	17.99	1,298.63	1,348.14
C	3829	Samson Tug & Barge	7,463.40	0.00	0.00	0.00	7,463.40
P	3870	Mattle', Kurt	-28.25	0.00	0.00	0.00	-28.25
P	3884	Helfer, Harry & Sue	-7.49	0.00	0.00	0.00	-7.49
P	3928	Mcholland, Wayne	0.00	0.00	6.37	630.65	637.02
C	3988	AXELSON, STEVE	894.32	0.00	0.00	0.00	894.32
C	3998	Phillips, Vern	99.81	0.00	0.00	0.00	99.81
C	4054	BRANSON, PETER	57.52	100.66	1.05	0.00	159.23
C	4062	Vandebunte, James	135.59	0.00	0.00	0.00	135.59
P	4072	Haithcox, Don	0.00	0.00	0.00	49.01	49.01
P	4083	Pullman, Gary	0.00	0.00	6.36	629.67	636.03
P	4162	Jamieson, Bruce	0.00	103.38	114.38	113.98	331.74
P	4226	Knapp, Jerry	0.00	0.00	0.00	404.00	404.00
C	4252	Gonzalez, Ivan	-0.41	0.00	0.00	0.00	-0.41
C	4258	Nealson, Mike	0.00	0.00	5.81	575.00	580.81
P	4283	Klein, Ken & Barbara	31.03	10.70	0.00	0.00	41.73
P	4356	ABRAHAMSON, JON	168.99	119.16	4.63	463.18	755.96
P	4375	Kvale, Jesse	-78.60	0.00	0.00	0.00	-78.60
P	5001	Golds, Dan	0.00	0.00	889.77	121.96	1,011.73
C	5011	Smalley, Clay	-3.44	0.00	0.00	0.00	-3.44
P	5014	CAMPBELL, JON	0.00	0.00	0.00	8.94	8.94
C	5017	RASCAL G S IINC	-50.00	0.00	0.00	0.00	-50.00
P	5033	Powell, Aaron	0.00	599.54	0.00	0.00	599.54
C	61	BLISS, ERNIE	-0.10	0.00	0.00	0.00	-0.10

City of Wrangell
Aging Summary Report
Invoice Items & Payments to 10/31/19 - Aged from 10/31/19

Item f.

Type	Nbr	Customer	Current	30-60	60-90	Over 90	Total
C	5067	CRUISE LINE AGENCY OF ALA	-51.07	0.00	0.00	0.00	-51.07
C	5093	Wendel, Jo Ellen & Ron	0.00	0.00	52.22	0.00	52.22
C	5099	MEISSNER, DANIEL	0.00	38.50	68.05	68.05	174.60
C	5100	ANDERSON, RUBEN	0.00	0.00	0.00	1,528.85	1,528.85
C	5110	BUNESS, TERRY	19.85	21.63	21.42	1,941.54	2,004.44
C	5115	BRANDA, CLAYTON	0.00	0.00	0.00	2,667.99	2,667.99
C	5135	Gregg, Roger & Zona	72.42	15.02	33.78	887.99	1,009.21
P	5160	Roher, Donald	-58.48	0.00	0.00	0.00	-58.48
P	5165	Thompson, Matthew L.	0.00	0.00	0.00	698.72	698.72
C	5204	Jones, Warren	-27.82	0.00	0.00	0.00	-27.82
C	5205	Norheim, Ladd	-64.20	0.00	0.00	0.00	-64.20
C	5213	ALLEN, EDWARD	0.00	0.00	0.00	3.18	3.18
C	5230	ALASKA CHARTERS & ADVENTU	113.42	120.51	122.04	612.29	968.26
C	5272	BERKLEY, DENNIS	-42.64	0.00	0.00	0.00	-42.64
C	5282	HASSLER, BEN	-27.03	0.00	0.00	0.00	-27.03
C	5331	LARSEN, CHRISTIAN	216.16	35.82	127.83	3,203.95	3,583.76
P	5371	ANDERSON, C. (BUD)	-99.91	0.00	0.00	0.00	-99.91
P	5379	LOFFTUS/MESSMER	-46.22	0.00	0.00	0.00	-46.22
C	5410	SOUTHEAST CONTRACTING	-23.65	0.00	0.00	0.00	-23.65
P	5412	PINETTE, TIMOTHY E.	1,174.09	0.00	0.00	0.00	1,174.09
P	5436	PLUMMER, WESLEY	-96.04	0.00	0.00	0.00	-96.04
C	5437	GERARD, STEVE	0.00	0.00	0.00	58.21	58.21
P	5438	MARTIN, JOHN M.	130.97	0.00	0.00	0.00	130.97
P	5440	CODDINGTON, ROBERT	0.00	113.06	111.94	1,528.92	1,753.92
P	5442	WOLTEN, DAVID	24.86	24.61	1,730.98	730.47	2,510.92
P	5456	RILATOS, DON	-1.85	0.00	0.00	0.00	-1.85
P	5472	GARCIA, MIKE	-0.63	0.00	0.00	0.00	-0.63
P	5478	HAYES, DEREK	18.14	17.96	17.79	1,778.59	1,832.48
C	5491	BAKKE, ROBIN	-26.76	0.00	0.00	0.00	-26.76
C	5509	SMITH, DANIEL	944.80	0.00	0.00	746.00	1,690.80
C	5517	HOLLAND AMERICA	3,865.98	7,866.61	20,875.27	17,603.95	50,211.81
P	5560	DAVIES, WINSTON J.	1,365.13	0.00	0.00	0.00	1,365.13
C	5575	SHOULTZ, DOUGLAS N.	0.00	0.00	302.00	0.00	302.00
C	5609	WASHBURN, F.E.	-30.33	0.00	0.00	0.00	-30.33
C	5611	TRIDENT SEAFOODS	1,969.95	0.00	0.00	0.00	1,969.95
C	5615	GRAY LINE OF ALASKA	-13.17	0.00	0.00	0.00	-13.17
C	5620	STICKEEN WILDERNESS ADV.	-12.36	0.00	0.00	0.00	-12.36
C	5622	MEYER, ROBERT	-167.58	0.00	0.00	0.00	-167.58
C	5624	RUE, DAVID & KAYE	-10.91	0.00	0.00	0.00	-10.91
C	5640	CONNER, JEFF	0.00	0.00	2.73	273.21	275.94
C	5649	FEENSTRA, DICK	-31.82	0.00	0.00	0.00	-31.82
P	5662	GOODALE, BILL	-50.00	0.00	0.00	0.00	-50.00
C	5692	FREEMAN, ELODIE	0.00	14.29	14.15	1,415.20	1,443.64
P	5697	TEWALT, DALE	0.00	749.43	0.00	0.00	749.43
P	5707	WIEDERSPOHN, LEE	0.00	0.00	84.48	0.00	84.48
C	5721	SHIPLEY, KEITH	24.83	44.38	43.94	2,394.41	2,507.56
C	5726	ELY, DOUGLAS	10.20	10.10	10.00	1,000.03	1,030.33
C	5756	SHILTS, LADONNA R.	10.95	967.92	127.09	0.00	1,105.96
P	5763	LIPPERT, BOB	0.00	0.00	3.66	365.58	369.24
P	5767	SHILTS, BRIAN	27.50	27.23	28.45	2,694.50	2,777.68
C	5770	YEAGER, JOHN	0.00	0.00	10.30	769.93	780.23
G	5824	US FOREST SERVICE	0.00	0.00	6.00	593.54	599.54
P	5856	MURKOWSKI, FRANK	0.00	128.38	0.00	2,823.10	2,823.10
C	5898	SMITH, TANNER	64.20	0.00	0.00	1,042.07	1,170.45
P	5902	PT. BAKER TRADING POST	0.00	23.62	0.00	0.00	23.62
C	910	Fitz, Jon	-34.90	0.00	0.00	0.00	-34.90

City of Wrangell
Aging Summary Report
Invoice Items & Payments to 10/31/19 - Aged from 10/31/19

Item f.

Type	Nbr	Customer	Current	30-60	60-90	Over 90	Total
C	5957	HAYWARD, BYRON	0.00	0.00	0.00	24.36	24.36
P	5961	KISSINGER, SCOTT	0.00	0.00	0.00	73.49	73.49
C	5968	STEDMAN, JIM	-13.58	0.00	0.00	0.00	-13.58
P	5986	WHITE, TODD	26.70	0.00	0.00	0.00	26.70
P	6032	Pritchett, Jim	1,281.78	0.00	0.00	0.00	1,281.78
P	6035	WARD, BRUCE	-25.00	0.00	0.00	0.00	-25.00
C	6038	ROBINSON, JESSIE	-12.88	0.00	0.00	0.00	-12.88
C	6057	WICKMAN, TOM	0.00	0.00	0.00	4.00	4.00
C	6076	Kvale, Jack	-76.34	0.00	0.00	0.00	-76.34
C	6080	Jenkins, Chuck	471.14	0.00	0.00	0.00	471.14
C	6086	CARROTHERS, LUKE	-716.35	0.00	0.00	0.00	-716.35
P	6114	ROBERTS, FRANK	1,330.90	0.00	0.00	0.00	1,330.90
C	6130	BACHE, F. JOHN	-37.45	0.00	0.00	0.00	-37.45
P	6131	WOOD, MARJY	-317.90	0.00	0.00	0.00	-317.90
C	6136	TROKA, PAUL	-43.30	0.00	0.00	0.00	-43.30
P	6163	SEIMEARS, COOPER	0.00	6.59	6.53	652.81	665.93
P	6173	KILPATRICK, MIKE	0.00	0.00	6.74	667.75	674.49
P	6176	KING, B.J.	-100.00	0.00	0.00	0.00	-100.00
P	6187	SILVA, DAVID	0.00	0.00	7.49	741.94	749.43
C	6200	MCGRAWS CUSTOM CONST	0.00	0.00	0.00	1,391.66	1,391.66
P	6203	BURR, RICHARD	0.00	0.00	31.10	1,957.40	1,988.50
C	6217	WARREN, KELLY	5.43	5.38	5.32	532.23	548.36
C	6222	MATHESON, KELVIN	0.00	0.00	6.99	698.86	705.85
P	6228	MCDANIEL, LEE	-50.00	0.00	0.00	0.00	-50.00
C	6249	WELCH, NICHOLAS	0.00	0.00	50.01	0.00	50.01
C	6252	Stoican, George R	0.00	20.44	20.23	971.06	1,011.73
P	6255	TRAMMEL, KEN	0.00	0.00	0.00	461.96	461.96
P	6259	ROSE, STEVE	0.00	6.95	6.88	688.32	702.15
P	6295	MCCHARGUE, ROBERT	-6.74	0.00	0.00	0.00	-6.74
C	6304	MCINTYRE, ABE	231.75	16.06	0.00	0.00	247.81
C	6312	CRANE, VERN	1,304.07	0.00	0.00	0.00	1,304.07
C	6316	GOODRICH, DAVID	428.80	60.09	9.18	519.95	1,018.02
C	6328	WHITE, VINCE	-4.32	0.00	0.00	0.00	-4.32
C	6329	FORGAARD, CRAIG	1,575.08	496.48	0.00	0.01	2,071.57
P	6332	VORISEK, KEN	0.00	0.00	7.35	727.74	735.09
C	6334	SCHULTZ, KENNETH	0.00	0.00	17.18	1,701.02	1,718.20
C	6341	PETERSON, RALPH	-0.05	0.00	0.00	0.00	-0.05
P	6345	SOWLE, RONALD	-0.51	0.00	0.00	0.00	-0.51
C	6346	WRANGELL BOATSHOP	27.93	0.00	0.00	0.00	27.93
C	6357	BOSWORTH, DALE	-60.97	0.00	0.00	0.00	-60.97
P	6360	EVANGER, DALE	0.00	19.05	18.86	1,280.52	1,318.43
C	6368	CASTLE, DANIEL	969.29	0.00	0.00	0.00	969.29
C	6389	BROWN, DAVEY	127.96	0.00	0.00	0.00	127.96
C	6405	LOCKABEY, MIKE	0.00	390.76	0.00	0.00	390.76
P	6419	HIGBEE, LEE & KITRINA	0.00	0.00	90.79	0.00	90.79
P	6423	HAYES, TODD	-38.72	0.00	0.00	0.00	-38.72
P	6430	LEWIS, LOREN	-0.05	0.00	0.00	0.00	-0.05
C	6436	HEITMAN, SCOTT	190.29	0.00	0.00	0.00	190.29
C	6439	WELCH, TODD	-720.47	0.00	0.00	0.00	-720.47
C	6461	APPLEBY, JOEL	-308.16	0.00	0.00	0.00	-308.16
C	6472	Evergreen Timber	113.42	0.00	0.00	0.00	113.42
C	6475	RANNIGER, TODD	1,789.75	0.00	0.00	0.00	1,789.75
C	6482	HAYNES, BRAD	534.80	0.00	0.00	0.00	534.80
P	6501	TODD, DENNIS	-0.01	0.00	0.00	0.00	-0.01
C	6506	GRIN, JEFFREY	80.51	0.00	0.00	0.00	80.51
C	6510	BYRD, LEE	163.32	162.28	163.32	0.00	488.92
P	6533	MICHAELSON, LARRY	0.00	0.00	0.00	476.85	476.85

City of Wrangell
Aging Summary Report
Invoice Items & Payments to 10/31/19 - Aged from 10/31/19

Item f.

Type	Nbr	Customer	Current	30-60	60-90	Over 90	Total
C	6538	MILLER, CHRIS	-45.20	0.00	0.00	0.00	-45.20
P	6552	FAHY, JIM	0.00	0.00	17.18	1,718.20	1,735.38
C	6553	NILSEN, YANCEY	-75.92	0.00	0.00	0.00	-75.92
C	6554	Sewell, Dan	13.14	15.98	93.79	1,203.76	1,326.67
C	6564	PROULX, THOR	199.05	0.00	0.00	0.00	199.05
P	6578	HEATON, ROLAND	-700.00	0.00	0.00	0.00	-700.00
C	6581	THOMPSON, TYLER	308.16	0.00	0.00	0.00	308.16
C	6583	JANSSEN, TYLER	239.88	145.85	0.00	0.00	385.73
C	6594	WILLIAMS, BILLY J	-6.33	0.00	0.00	0.00	-6.33
C	6599	MEYERS CHUCK TRANSIENT	-30.07	0.00	0.00	0.00	-30.07
C	6608	SIMPSON, LARRY	0.00	0.00	0.00	1,622.33	1,622.33
C	6618	Littleton, Rodney	0.00	0.00	0.00	18.79	18.79
C	6622	JEWELL, TIM	352.26	303.43	0.00	0.00	655.69
C	6626	INNERSEAS DISCOVERIES	922.69	2,131.96	6,428.75	891.20	10,374.60
P	6645	GARDNER, MIKE	0.00	0.00	233.69	0.00	233.69
C	6648	SIMS, DAVE	24.60	24.36	24.12	2,411.63	2,484.71
P	6652	PRICE, AMY	540.10	0.00	264.78	0.00	804.88
P	6657	BACH #618715, DAVID	0.00	0.00	0.00	6,144.04	6,144.04
P	6661	SAMUELSON, STEVE	-0.08	0.00	0.00	0.00	-0.08
C	6675	LIDDICOAT, JOHN	-171.67	0.00	0.00	0.00	-171.67
C	6677	MARSHALL, RONALD	0.00	0.00	0.00	3,963.96	3,963.96
P	6691	MASSIN, TONY	0.00	25.17	0.00	4,578.45	4,603.62
P	6692	KLINE, LARRY	-726.32	0.00	0.00	0.00	-726.32
C	6722	PETERSON, KIM	59.13	88.96	220.77	5,602.88	5,971.74
P	6723	HILL, BRENDA	0.00	0.00	0.00	2,514.35	2,514.35
C	6753	DOUBLEDAY, MORGAN	-83.16	0.00	0.00	0.00	-83.16
P	6761	FITZPATRICK, JONATHAN	-7.50	0.00	0.00	0.00	-7.50
C	6763	SOLLARS, AUSTIN	835.05	0.00	65.87	0.00	900.92
P	6795	HAMLEY, GARY	36.55	0.00	0.00	71.36	107.91
C	6810	THOMASSEN JR, STEVE	449.57	0.00	0.00	0.00	449.57
P	6813	LENNON, PATRICK	-33.24	0.00	0.00	0.00	-33.24
C	6816	EJ MARINE	27.33	9.11	26.97	2,697.07	2,760.48
P	6818	MIKKELSEN, ROGER	385.92	0.00	0.00	0.00	385.92
P	6822	JOHNSON, RICHARD	0.00	53.40	0.00	0.00	53.40
P	6824	WILEY, ORVILLE	-24.07	0.00	0.00	0.00	-24.07
C	6827	FINIFROCK, DAVE	0.00	0.00	7.87	779.03	786.90
C	6829	FITCH, TONY	-13.70	0.00	0.00	0.00	-13.70
P	6836	GILLEN, MATT	0.00	0.00	0.00	74.95	74.95
C	6843	ROBBINS, CALEB	219.47	0.00	0.00	0.00	219.47
P	6847	GORE, MATTHEW	361.35	39.68	197.26	3,770.62	4,368.91
C	6852	JENKINS, JOSH	841.04	766.53	524.39	0.00	2,131.96
P	6857	WATTS, DANIEL	0.00	0.00	0.00	64.36	64.36
C	6894	WINCHESTER, TROY	16.05	0.00	0.00	5,776.74	5,792.79
C	6910	HAWKINS, REID	-229.70	0.00	0.00	0.00	-229.70
P	6913	FITZJARRALD, LANE	504.40	24.88	98.28	444.69	1,072.25
P	6917	Grayson, Michael	0.00	41.79	85.57	155.24	282.60
C	6920	TRUCANO CONSTRUCTION	738.70	0.00	0.00	0.00	738.70
C	6937	LEE, RODNEY	-250.00	0.00	0.00	0.00	-250.00
C	6939	OCEAN BEAUTY/TARABOCHIA I	888.00	0.00	0.00	0.00	888.00
P	6944	HODGES, JOHN	85.38	0.00	0.00	0.00	85.38
P	6956	GILLEN, J.C.	0.00	0.00	0.00	53.50	53.50
P	6957	HAVERSTOCK, ROGER	171.88	565.60	0.00	0.00	737.48
P	6958	STEWART, CHRIS	136.10	0.00	0.00	0.00	136.10
C	6959	BERBERICH, TIM	0.00	0.00	0.00	90.24	90.24
C	6963	HALL, WAICO D.	0.00	0.00	0.00	111.01	111.01
P	6966	GARDNER, CHRISTY	76.44	0.00	0.00	0.00	76.44
C	971	ALASKA DREAM CRUISES	0.00	2,498.85	7,763.96	3,112.59	13,375.40

City of Wrangell
Aging Summary Report
Invoice Items & Payments to 10/31/19 - Aged from 10/31/19

Item f.

Type	Nbr	Customer	Current	30-60	60-90	Over 90	Total
C	6979	MCMURREN, CHRIS	81.48	0.00	0.00	0.00	81.48
C	6980	ANDREWS, STUART	-14.72	0.00	0.00	0.00	-14.72
C	6983	WINTER, GABE	-50.00	0.00	0.00	0.00	-50.00
P	6985	HERGERT, DOUG	0.00	0.00	0.00	810.21	810.21
P	7024	MCNEIL, Larry	-1.05	0.00	0.00	0.00	-1.05
P	7026	KELLEY, DEREK & SHANNON	430.66	69.44	0.00	0.00	500.10
P	7029	JOHNSON, STEVE	1,672.72	200.96	1,380.13	18,715.98	21,969.79
P	7031	PICKETT, DON & LINDA	-1.00	0.00	0.00	0.00	-1.00
P	7041	SACKMANN, STEVEN	428.21	6.42	374.71	95.14	904.48
P	7044	BLAKE, ROB	13.33	13.20	13.07	1,306.94	1,346.54
C	7054	WOLTEN, MATTHEW	15.42	15.27	15.12	1,511.62	1,557.43
C	7062	BANGS, TRAVIS	163.32	163.32	163.32	124.29	614.25
C	7070	KASBERG, CRAIG	-38.98	0.00	0.00	0.00	-38.98
C	7075	EELLS, ARTHUR III	-2.02	0.00	0.00	0.00	-2.02
C	7087	Hansen, Hans	3,417.78	0.00	0.00	0.00	3,417.78
C	7095	KOSLOVICH, ED	397.26	0.00	0.00	6,203.43	6,600.69
C	7102	Dodson, Timothy	0.00	0.00	3.81	377.67	381.48
C	7113	Hastings, Ben	430.17	0.00	0.00	0.00	430.17
C	7119	YOUNG, BRETT	12.70	103.36	192.23	1,065.05	1,373.34
C	7130	BOTSFORD, TRISTAN	0.00	0.00	0.00	3.70	3.70
C	7140	Martinsen, Jim	26.19	0.00	0.00	0.00	26.19
C	7144	Sawyer, Timothy	0.00	0.00	8.06	797.58	805.64
C	7146	HOWELL, GEORGE	0.00	11.63	11.51	1,150.99	1,174.13
C	7154	SEA CON INC	6.16	0.00	0.00	0.00	6.16
C	7155	Morelli, Teniya	0.00	0.00	569.85	0.00	569.85
C	7160	santos,ana	-21.40	0.00	0.00	0.00	-21.40
C	7167	Paulovits, Vazul	0.00	0.00	4.38	437.67	442.05
C	7168	ANDERSON, LILY	-797.19	0.00	0.00	0.00	-797.19
C	7171	Hostetler, Shane	-223.26	0.00	0.00	0.00	-223.26
C	7177	Reinarts, Tom	-49.11	0.00	0.00	0.00	-49.11
C	7179	Seimears, Casey	171.47	561.75	0.00	0.00	733.22
C	7185	Beilgard, Steve	4,443.58	457.42	2,414.17	43,327.55	50,642.72
C	7188	Huddleston, Scott	0.00	0.00	4.92	491.99	496.91
C	7189	Miethe, Caleb	604.88	0.00	0.00	0.00	604.88
C	7193	Wallis, Steve	0.00	0.00	4.87	487.02	491.89
C	7194	Degner, Andy	6.96	6.89	6.82	681.82	702.49
C	7197	Mulligan, Ryan	-63.13	0.00	0.00	0.00	-63.13
C	7201	Johnson, Jeffrey Robert	0.00	0.00	0.00	485.94	485.94
C	7205	ALEXANDER, JIM	-12.10	0.00	0.00	0.00	-12.10
C	7211	BOSDELL, SHANNON	12.61	12.49	12.37	1,236.56	1,274.03
C	7218	STOLLEY, JEREMY & MELISSA	0.00	0.00	57.56	405.92	463.48
P	7236	HUNTER, TOM	-0.06	0.00	0.00	0.00	-0.06
C	7249	ARMSTRONG, WILLIAM	19.34	0.00	0.00	0.00	19.34
C	7253	Espiau, Stan	1,121.53	0.00	0.00	0.00	1,121.53
C	7258	MARTINDALE, HOWIE	0.00	0.00	12.64	464.21	476.85
C	7264	CHENEY, SCOTT	0.00	0.00	0.00	65.87	65.87
C	7270	BARTLETT, NICK	196.85	1,169.27	0.00	267.19	1,633.31
C	7271	Wakefield, Bill	90.79	936.79	0.00	0.00	1,027.58
C	7291	BROOKE, JEFF	-100.00	0.00	0.00	0.00	-100.00
P	7292	BUCHEA, HARRY	0.00	0.00	6.56	649.19	655.75
C	7294	Radigan, Randall	0.00	0.00	0.00	10,373.81	10,373.81
C	7301	ALEXANDER, BRUCE	-100.00	0.00	0.00	0.00	-100.00
C	7312	Superior Marine LLC	1,378.42	0.00	691.69	0.00	2,070.11
C	7319	Thomassen Jr, Steven	0.00	0.00	0.00	10,682.22	10,682.22
C	7324	HAUBRICH, CHARLES	0.00	0.00	12.74	774.03	786.77
C	7327	Garcia, Marco	0.00	12.28	12.16	1,216.19	1,240.63
C	30	HOLDER, JIM	12.61	12.49	93.21	1,155.46	1,273.77

City of Wrangell
Aging Summary Report
Invoice Items & Payments to 10/31/19 - Aged from 10/31/19

Item f.

Type	Nbr	Customer	Current	30-60	60-90	Over 90	Total
C	7364	MITCHELL, DUKE	22.47	22.25	22.03	2,203.19	2,269.94
C	7367	NESJE, DAVID	-1.26	0.00	0.00	0.00	-1.26
C	7370	ELLIS, ANGIE	0.00	0.00	0.00	55.45	55.45
C	7372	PULLIAM, SEAN	-100.00	0.00	0.00	0.00	-100.00
C	7377	SMITH, STERLING	0.00	25.68	0.00	0.00	25.68
C	7379	BAGLEY, JAMES & JAMIE	0.00	0.00	10.12	1,001.61	1,011.73
C	7384	SILVA, ANTONIO	0.00	0.00	8.62	853.22	861.84
C	7392	LEMKE, ROBERT	0.00	0.00	7.49	741.94	749.43
C	7393	CLOYD, FRANK	142.68	0.00	0.00	0.00	142.68
C	7396	LEWIS, KYLE	0.00	0.00	0.00	59.87	59.87
C	7398	FENWICK, ALAN	13.01	17.84	17.66	1,265.89	1,314.40
C	7401	HOOVER, KEN	401.31	0.00	0.00	0.00	401.31
C	7403	STAMMER, THOMAS	168.43	0.00	0.00	0.00	168.43
P	7406	PETERSON, MARK	-100.00	0.00	0.00	0.00	-100.00
C	7414	WELLS, JONATHAN	113.55	0.00	0.00	0.00	113.55
C	7415	LEE, NATHAN	0.00	9.80	9.71	970.67	990.18
P	7420	BUHLER, RICHARD	0.00	0.00	4.13	409.14	413.27
C	7445	GARRISON, JOHN	229.65	0.00	0.00	0.00	229.65
C	7451	SVENSSON, STEVE	0.00	0.00	112.42	587.02	699.44
C	7455	CLAPSHAW, JASON	-29.10	0.00	0.00	0.00	-29.10
C	7477	MASSIN, JERRY	-50.00	0.00	0.00	0.00	-50.00
C	7492	SMITH, CHAD	-5.35	0.00	0.00	0.00	-5.35
C	7495	STARGEL, BRUCE & LAURIE	0.00	0.00	0.00	126.24	126.24
C	7496	CABOT, TED	0.00	0.00	4.22	422.49	426.71
C	7499	WETOR, TOM	126.45	0.00	0.00	0.00	126.45
P	7503	VINING, JOHN	0.00	11.99	599.54	0.00	611.53
C	7506	SCHAUB, AMY	869.91	378.46	12.30	1,229.87	2,490.54
C	7520	BARKER, MATT	28.16	0.00	0.00	0.00	28.16
C	7540	SKAFLESTAD, (CLARENCE) KE	0.00	0.00	0.00	177.68	177.68
C	7555	BROUGHTON, WILLIAM	686.95	0.00	0.00	0.00	686.95
C	7571	RICHTER, SPENCER	0.00	48.79	0.00	0.00	48.79
C	7572	BLATTNER, CHARLES	0.00	0.00	0.00	47.55	47.55
C	7575	US Forest Service	2,412.72	0.00	603.18	0.00	3,015.90
P	7578	BATEMAN, CHARLES	158.88	0.00	0.00	0.00	158.88
C	7580	CTT MARINE	1,439.84	0.00	0.00	0.00	1,439.84
C	7584	HOWELL, MIKE C	117.96	117.96	0.00	0.00	235.92
C	7586	HOUP, JOHN	0.00	6.60	6.53	653.00	666.13
C	7589	BACON, JAMES	-0.10	0.00	0.00	0.00	-0.10
C	7592	MARCHANT, E Z	-50.00	0.00	0.00	0.00	-50.00
C	7606	HOLTMAN, JOSH	-0.48	0.00	0.00	0.00	-0.48
C	7612	EASTERLY, DARREN	0.00	0.00	4.77	472.08	476.85
C	7624	PHILLIPS, GEORGE	0.00	0.00	225.13	0.00	225.13
C	7630	RUSHTON, KENT	0.00	0.00	6.37	630.65	637.02
C	7632	BOZMAN, DAVID	-59.92	0.00	0.00	0.00	-59.92
C	7634	GILLEN, SHANE	0.00	108.88	108.88	122.54	340.30
C	7644	SAFFOLD, HARDY	37.45	0.00	0.00	0.00	37.45
C	7645	BAMBER, MARK	-100.00	0.00	0.00	0.00	-100.00
C	7646	ERICKSON, TIM	-3.40	0.00	0.00	0.00	-3.40
C	7647	FINDLAY, DALE & GLENDA	18.35	18.17	17.99	1,798.63	1,853.14
C	7652	HALL, RONALD & MICHELE	-100.00	0.00	0.00	0.00	-100.00
C	7658	CARNEY, JACK	-0.18	0.00	0.00	0.00	-0.18
C	7664	HOLDEN, JOSEPH	-100.00	0.00	0.00	0.00	-100.00
C	7678	BAXTER, DAVE	0.00	0.00	0.00	135.39	135.39
C	7683	Johnson, Steve (Ryan)	0.00	0.00	0.00	39.03	39.03
C	7687	TAMICO	0.00	121.18	0.00	0.00	121.18
C	7704	LOOMIS, MICHAEL & TERRI	0.00	0.00	5.40	535.03	540.43
C	7706	JONES, LORETO	65.37	14.32	105.69	1,417.37	1,602.75

City of Wrangell
Aging Summary Report
Invoice Items & Payments to 10/31/19 - Aged from 10/31/19

Item f.

Type	Nbr	Customer	Current	30-60	60-90	Over 90	Total
C	7708	THOMPSON, JAMES L AND JUD	308.62	626.31	0.00	0.00	934.93
C	7712	Evenson, Tom	0.00	0.00	0.00	567.32	567.32
C	7717	Garbisch, Tyler	190.91	0.00	0.00	0.00	190.91
C	7719	FORRESTER, BLAKE	95.27	95.27	95.27	0.00	285.81
C	7728	BIRCHELL, BRITNI	17.46	0.00	0.00	0.00	17.46
C	7729	KLEINHOFES-ELLENDER, ANNA	0.00	0.00	310.47	0.00	310.47
C	7748	DUFFY-WEBB NYGEL	0.00	0.00	0.00	57.67	57.67
C	7758	WINROD, NOE	0.00	0.00	4.30	430.15	434.45
C	7759	BROWN, WILLIAM	0.00	0.00	0.00	45.73	45.73
C	7761	CORNWELL, CHRIS	-67.11	0.00	0.00	0.00	-67.11
C	7767	GILBERT, MARTIN	0.00	0.00	2.63	263.22	265.85
C	7768	MAES, JAMES	-50.00	0.00	0.00	0.00	-50.00
C	7778	GERALD, DARIAN & ERIC	0.00	0.00	15.08	708.46	723.54
C	7788	EVANS, ERIC	0.00	0.00	0.00	157.72	157.72
C	7789	BARNES, MICHAEL	10.00	9.90	9.80	980.44	1,010.14
C	7794	POPE, DAVID	0.00	19.02	0.00	0.00	19.02
C	7802	CARSON, LAWRENCE	-52.25	0.00	0.00	0.00	-52.25
C	7806	GREY, RUSSELL	173.53	0.00	0.00	0.00	173.53
C	7809	BROAD, ERIK	1,227.27	0.00	0.00	0.00	1,227.27
C	7812	OLSON, JARROD	0.00	0.00	0.00	147.84	147.84
C	7815	MICHAEL, ELI	0.00	0.00	561.07	0.00	561.07
C	7816	BARKER, JUSTIN	44.61	0.00	0.00	0.00	44.61
C	7821	DAHL, ARNE	100.96	90.26	0.00	0.00	191.22
C	7826	FRANK, ALAN	0.00	0.00	0.00	45.80	45.80
C	7832	THORSTENSON, PEDER	0.00	72.42	0.00	0.00	72.42
C	7834	RIXEN, JAMES	-334.78	0.00	0.00	0.00	-334.78
C	7836	Bean Sr, Cornell	0.00	0.00	0.00	153.69	153.69
C	7849	MITCHELL, KATHLEEN	187.21	0.00	0.00	0.00	187.21
P	7852	HARTMAN, CLIFFORD (BRYAN)	0.00	0.00	214.00	0.00	214.00
C	7855	SCHUNZEL, BRITTANEY	0.00	0.00	0.00	117.87	117.87
C	7856	COPPOCK, RALPH	90.79	90.79	0.00	0.00	181.58
C	7863	INGMAN, JOSHUA AND JENNIFE	0.00	0.00	4.45	390.61	395.06
P	7864	VIERKANT, CALEB	450.17	0.00	0.00	0.00	450.17
C	7872	BRESHEARS, FLOYD	112.35	0.00	0.00	0.00	112.35
C	7873	MITCHELL, GARY	161.78	496.91	0.00	0.00	658.69
C	7874	STAUBUS, PAUL	348.82	0.00	0.00	0.00	348.82
C	7875	BREAST, NICK	-312.01	0.00	0.00	0.00	-312.01
C	7876	CHAILLE, PETER	0.00	0.00	365.58	0.00	365.58
C	7877	SONKISS, JOSH	0.00	36.49	0.00	0.00	36.49
C	7878	SPILLE, JOHN	242.68	0.00	0.00	0.00	242.68
C	7880	CRAPO, STEPHEN	0.00	23.63	0.00	0.00	23.63
C	7881	CARTWRIGHT, CHRIS	-50.00	0.00	0.00	0.00	-50.00
C	7882	BOST, RICHARD	774.75	0.00	0.00	0.00	774.75
C	7883	PORTNOW, DAVID	246.52	475.55	0.00	0.00	722.07
C	7884	KARRAS JR, PETER J	435.56	0.00	0.00	0.00	435.56
C	7887	DAUGHERTY, DIRK	353.13	180.41	0.00	0.00	533.54
C	7888	DAHL, CHRIS	149.80	483.96	0.00	0.00	633.76
C	7889	MCMANUS, PATRICK	38.12	0.00	0.00	0.00	38.12
C	7890	TEAL, CHARLES	0.00	141.40	0.00	0.00	141.40
C	7892	FORRESTER FISHERIES	0.00	209.30	0.00	0.00	209.30
C	7896	MUNDT, COREY	193.95	0.00	0.00	0.00	193.95
C	7897	DAWSON CONSTRUCTION	354.23	0.00	0.00	0.00	354.23
C	7898	LORD, KREIG A	211.87	0.00	0.00	0.00	211.87
C	7900	McCALLUM, DON	600.00	0.00	0.00	0.00	600.00
C	7901	LITTLE, STEVE	-457.51	0.00	0.00	0.00	-457.51
C	7903	BALLOU, DWANE	24.20	0.00	0.00	0.00	24.20
C	99999	Wrangell Cash Account	-30.32	0.00	0.00	0.00	-30.32

11/01/19

City of Wrangell
Aging Summary Report
Invoice Items & Payments to 10/31/19 - Aged from 10/31/19

Item f.

Type	Nbr	Customer	Current	30-60	60-90	Over 90	Total
City of Wrangell Total			74,197.95	42,612.09	54,765.15	290,517.15	462,092.34
Report Total			74,197.95	42,612.09	54,765.15	290,517.15	462,092.34

City and Borough of Wrangell

Prop Tax Owed no zero

Item f.

2017

Property Number	Owner	Address	Assessed Value	Exempt	Tax	Interest	Penalty	Manual Adjustment	Paid	Tax Amount Due
71-280-1028	DEACON, VANESSA	0	4,000.00	0.00	51.00	12.24	5.10	0.00	0.00	68.34
08-320-080	GREGORY HAYDEN & JANICE	0	17,500.00	0.00	70.00	16.80	7.00	0.00	0.00	93.80
73-040-3004	MARK & CRYSTAL HAMLEY	0	8,000.00	0.00	102.00	24.48	10.20	0.00	0.00	136.68
02-022-505	MARTIN, SARA BETH	412 CHURCH ST	99,800.00	0.00	1,272.45	321.65	127.25	0.00	-228.25	1,493.10
71-330-1000	PADGETT, CALEB	0	8,400.00	0.00	107.10	25.68	10.71	0.00	0.00	143.49
71-340-1034	PADGETT, CALEB	0	16,100.00	0.00	205.28	49.20	20.53	0.00	0.00	275.01
73-140-3014	SCOTT & TONYA SEDDON	0	10,000.00	0.00	127.50	30.72	12.75	0.00	0.00	170.97
03-009-149	Shilts, Brian L	0	85,500.00	0.00	1,090.13	256.21	109.01	0.00	-983.22	472.13
71-370-1037	VANDEBUNTE, JAMES	0	9,300.00	0.00	118.58	28.56	11.86	0.00	0.00	159.00
Total			258,600.00	0.00	3,144.04	765.54	314.41	0.00	-1,211.47	3,012.52
03-023-340	ALLEN JR- CONTRACT LEASE,	0	5,400.00	0.00	68.85	8.28	6.89	0.00	0.00	84.02
01-004-724	ALLEN JR, MICHAEL	742 EVERGREEN	140,100.00	0.00	1,786.28	214.32	178.63	0.00	0.00	2,179.23
02-004-402	BOWER, TRUSTEE, LORNA	239 SECOND ST	89,700.00	0.00	1,143.68	137.28	114.37	0.00	0.00	1,395.33
73-150-3015	BUTLER, PERRY	0	4,900.00	0.00	62.48	7.44	6.25	0.00	0.00	76.17
03-009-404	CASEY, ESTATE, JESS C	0	64,200.00	0.00	818.55	98.28	81.86	0.00	-91.81	906.88
71-350-1035	CHRISTIAN, BRENDA	0	15,700.00	0.00	200.18	24.00	20.02	0.00	0.00	244.20
09-050-100	CLARK, JASON	0	25,100.00	0.00	100.40	12.00	10.04	0.00	0.00	122.44
71-550-1055	CRAYNE, DARREN	0	5,000.00	0.00	63.75	7.68	6.38	0.00	0.00	77.81
73-080-3008	CURLEY, SCOTT	0	9,000.00	0.00	114.75	13.80	11.48	0.00	0.00	140.03
71-470-1047	CYNTHIA CRARY & JOHN	0	5,200.00	0.00	66.30	7.92	6.63	0.00	0.00	80.85
03-021-519	DALE A & LYNNE M EVANGER	0	25,000.00	0.00	318.75	38.28	31.88	0.00	0.00	388.91
08-140-130	DIMENT, BRENDON GENE	0	64,100.00	0.00	256.40	30.72	25.64	0.00	0.00	312.76
02-032-101	DOUGLAS & RUBY MCMURREN	102 PINE ST	173,100.00	0.00	2,207.03	264.84	220.70	0.00	0.00	2,692.57
03-010-103	ENDRES, KAREN	6 MILE ZIMOVIA	35,300.00	0.00	450.08	5.70	45.01	0.00	-450.08	50.71
02-021-401	FLOYD, TRUSTEE, ROBERTA	310 FIRST AVENUE	26,200.00	0.00	334.05	13.60	33.41	0.00	-377.59	0.13
02-021-403	FLOYD, TRUSTEE, ROBERTA	310 FIRST AVENUE	88,100.00	150,000.00	485.78	19.84	48.58	0.00	-548.94	0.40
73-060-3006	GADD, CALEAH	0	2,500.00	0.00	31.88	3.84	3.19	0.00	0.00	38.91
04-006-604	GADD, CHARLES	0	65,000.00	0.00	260.00	31.20	26.00	0.00	0.00	317.20
11-600-040	GARRET N & LARISA L LEWIS	0	30,100.00	0.00	120.40	14.40	12.04	0.00	0.00	146.84
11-600-041	GARRET N & LARISA L LEWIS	0	30,100.00	0.00	120.40	14.40	12.04	0.00	0.00	146.84
71-230-1023	GARRINGER, JASON L	0	19,600.00	0.00	249.90	30.00	24.99	0.00	0.00	304.89
02-033-450	GERARD JR, DOUGLAS LYLE	622 ETOLIN	107,000.00	0.00	1,364.25	113.17	0.00	1,568.88	-1,364.25	1,682.05
72-410-2042	GERARD, STEVE	0	2,500.00	0.00	31.88	3.84	3.19	0.00	0.00	38.91
08-320-080	GREGORY HAYDEN & JANICE	0	17,500.00	0.00	70.00	8.40	7.00	0.00	0.00	85.40
01-004-553	HAMLEY, CHERYL LYNN	807 GRAVES ST	132,700.00	0.00	1,691.93	203.04	169.19	0.00	0.00	2,064.16
74-060-4006	HARDING, DEVAN	0	10,300.00	0.00	131.33	15.72	13.13	0.00	0.00	160.18

City and Borough of Wrangell

Prop Tax Owed no zero

Item f.

2018

Property Number	Owner	Address	Assessed Value	Exempt	Tax	Interest	Penalty	Manual Adjustment	Paid	Tax Amount Due
08-310-060	JAMES F & J'LENE M LEWIS	0	24,000.00	0.00	96.00	11.52	9.60	0.00	0.00	117.12
08-320-100	JAMES L & JUDITH E	0	30,400.00	0.00	121.60	14.64	12.16	0.00	0.00	148.40
72-140-2014	JAMES, THEADOSA D	0	4,900.00	0.00	62.48	7.44	6.25	0.00	0.00	76.17
02-010-143	JOSHUA & CLARISSA YOUNG	120 FRONT ST	108,300.00	0.00	1,380.83	165.72	138.08	0.00	0.00	1,684.63
72-460-2047	JUSTIN & TASHA MCCOLLOCH	0	10,700.00	0.00	136.43	16.32	13.64	0.00	0.00	166.39
02-031-200	KADIN CORPORATION	702 WRANGELL AVE	97,400.00	0.00	2,516.85	189.18	135.60	0.00	-1,160.81	1,680.82
02-031-204	KADIN CORPORATION	702 WRANGELL AVE	7,000.00	0.00	216.75	26.04	21.68	0.00	0.00	264.47
02-031-214	KADIN CORPORATION	0	17,000.00	0.00	216.75	26.04	21.68	0.00	0.00	264.47
02-031-216	KADIN CORPORATION	0	17,000.00	0.00	216.75	26.04	21.68	0.00	0.00	264.47
02-025-109	LANG, MICHAEL J	927 CASE AVE	91,400.00	0.00	1,165.35	139.80	116.54	0.00	0.00	1,421.69
02-025-115	LANG, MICHAEL J	927 CASE AVE	16,600.00	0.00	211.65	25.44	21.17	0.00	0.00	258.26
08-310-070	LAURA & MATHEW BARKER,	0	24,100.00	0.00	96.40	11.52	9.64	0.00	0.00	117.56
71-250-1025	MACIAS, ROBERT	0	7,100.00	0.00	90.53	10.92	9.05	0.00	0.00	110.50
73-020-3002	MARTIN, NICHOLAS R	0	9,600.00	0.00	122.40	14.64	12.24	0.00	0.00	149.28
02-022-339	MARTIN, SARA BETH	0	28,800.00	0.00	367.20	44.04	36.72	0.00	0.00	447.96
02-022-340	MARTIN, SARA BETH	0	7,800.00	0.00	99.45	11.88	9.95	0.00	0.00	121.28
02-022-505	MARTIN, SARA BETH	412 CHURCH ST	101,500.00	0.00	1,294.13	155.28	129.41	0.00	0.00	1,578.82
02-022-507	MARTIN, SARA BETH	0	21,700.00	0.00	276.68	33.24	27.67	0.00	0.00	337.59
02-023-750	MASSKILLS SEAFOODS,	0	2,600.00	0.00	33.15	3.96	3.32	0.00	0.00	40.43
06-010-100	MCDERMOTT, PATRICK	0	92,400.00	0.00	369.60	44.40	36.96	0.00	0.00	450.96
06-010-120	MCDERMOTT, PATRICK	0	33,400.00	0.00	133.60	16.08	13.36	0.00	0.00	163.04
06-010-130	MCDERMOTT, PATRICK	0	46,000.00	0.00	184.00	22.08	18.40	0.00	0.00	224.48
03-005-262	MCGEE, RUSSELL J	119 GRAVES ST.	47,400.00	0.00	604.35	72.48	60.44	0.00	0.00	737.27
03-005-206	MEISSNER JR, CHARLES	3 MILE ZIMOVIA	113,300.00	0.00	1,444.58	173.40	144.46	0.00	0.00	1,762.44
03-006-351	MIKE O & TRINA GARDNER	0	132,300.00	0.00	1,686.83	38.33	168.68	0.00	-1,686.83	207.01
71-330-1000	PADGETT, CALEB	0	8,500.00	0.00	108.38	12.96	10.84	0.00	0.00	132.18
08-310-080	PAVEL SMELIANSKI & MARINA	0	20,300.00	0.00	81.20	3.32	8.12	0.00	-91.75	0.89
02-023-391	RINEHART, ROBERT W	532 FRONT STREET	50,000.00	0.00	637.50	76.56	63.75	0.00	0.00	777.81
72-250-2025	RITA PEREZ, ESTATE, THEA	0	2,000.00	0.00	25.50	3.12	2.55	0.00	0.00	31.17
02-026-318	RITCHIE TRANSPORTATION CO	0	56,100.00	0.00	715.28	29.18	71.53	0.00	-808.33	0.51
02-026-324	RITCHIE TRANSPORTATION CO	0	60,400.00	0.00	770.10	31.44	77.01	0.00	-870.29	0.56
02-026-325	RITCHIE TRANSPORTATION CO	0214 PENINSULA	178,800.00	0.00	2,279.70	93.07	227.97	0.00	-2,576.30	1.64
02-026-327	RITCHIE TRANSPORTATION CO	0	49,600.00	0.00	632.40	25.80	63.24	0.00	-714.66	0.46
02-015-103	RITCHIE, SUSAN	0	19,500.00	0.00	248.63	29.88	24.86	0.00	0.00	303.37
02-015-105	RITCHIE, SUSAN	0	17,300.00	0.00	220.58	26.52	22.06	0.00	0.00	269.16
09-010-030	SALVATORE BRUNO	0	69,400.00	0.00	277.60	33.36	27.76	0.00	0.00	338.72
09-010-120	SALVATORE BRUNO	0	18,700.00	0.00	74.80	9.00	7.48	0.00	0.00	91.28

City and Borough of Wrangell

Prop Tax Owed no zero

Item f.

2018

Property Number	Owner	Address	Assessed Value	Exempt	Tax	Interest	Penalty	Manual Adjustment	Paid	Tax Amount Due
03-009-149	Shilts, Brian L	0	86,100.00	0.00	1,097.78	131.76	109.78	0.00	0.00	1,339.32
01-005-418	STOUGH, STEPHEN	0	8,000.00	0.00	102.00	4.16	10.20	0.00	-115.26	0.08
04-002-321	TRUST LAND OFFICE	0	30,600.00	0.00	122.40	14.64	12.24	0.00	0.00	149.28
72-450-2046	VACANT	0	1,000.00	0.00	12.75	1.56	1.28	0.00	0.00	15.59
71-370-1037	VANDEBUNTE, JAMES	0	9,500.00	0.00	121.13	14.52	12.11	0.00	0.00	147.76
01-004-654	VERN COOL & KATHLEEN	106	GRAVES ST.	18,000.00	0.00	229.50	27.60	22.95	0.00	280.05
02-023-369	WILLIAM & FOREST	523	ALASKA AVE	126,700.00	0.00	1,615.43	193.80	161.54	0.00	1,970.77
03-005-201	WILLIAM & NEDIA VOLTZ	0		9,900.00	0.00	126.23	15.12	12.62	0.00	153.97
Total			3,336,500.00	150,000.00	35,192.51	3,419.79	3,266.81	1,568.88	-10,856.90	32,537.90
72-400-2040	AITKEN, LARRY WAYNE	0	6,000.00	0.00	76.50	0.00	7.65	0.00	0.00	84.15
05-100-150	ALAN & NANCY MANNING	0	81,000.00	0.00	324.00	0.00	32.40	0.00	0.00	356.40
02-011-130	ALASKA ISLAND COMMUNITY	110	LYNCH ST.	424,000.00	0.00	5,406.00	0.00	539.58	-10.20	5,935.38
03-023-340	ALLEN JR- CONTRACT LEASE,	0		60,000.00	0.00	765.00	0.00	7.01	-694.87	77.14
01-004-724	ALLEN JR, MICHAEL	742	EVERGREEN	140,100.00	0.00	1,786.28	0.00	178.63	0.00	1,964.91
03-020-213	ANNA KLEINHOFS & BLAINE	0		65,000.00	0.00	828.75	0.00	82.88	0.00	911.63
03-023-200	APRIL & JAMES EILERTSEN	0		30,000.00	0.00	382.50	0.00	38.25	0.00	420.75
03-009-308	BERBERICH, TIMOTHY B	0		99,800.00	0.00	1,272.45	0.00	127.25	0.00	1,399.70
02-010-260	BJORGE, JONELLE M	123	FORT ST.	85,700.00	0.00	1,092.68	0.00	109.27	0.00	1,201.95
02-004-402	BOWER, TRUSTEE, LORNA	239	SECOND ST	89,700.00	0.00	1,143.68	0.00	114.37	0.00	1,258.05
72-300-2030	BUNESS, SCOTT	0		4,000.00	0.00	51.00	0.00	5.10	0.00	56.10
73-150-3015	BUTLER, PERRY	0		4,900.00	0.00	62.48	0.00	6.25	0.00	68.73
01-005-700	CALVERT, JOHN	1800	AIRPORT LOOP	45,500.00	0.00	580.13	0.00	41.69	-163.20	458.62
02-026-127	CAMPBELL, CREDIT TRUST,	0		5,800.00	0.00	73.95	0.00	7.40	0.00	81.35
11-300-100	CAMPBELL, JON	0		24,000.00	0.00	96.00	0.00	9.60	0.00	105.60
11-300-130	CAMPBELL, JON	0		5,000.00	0.00	20.00	0.00	2.00	0.00	22.00
08-320-160	CAPLAN, JAMES ARTHUR	0		17,600.00	0.00	70.40	0.00	7.04	0.00	77.44
03-009-404	CASEY, ESTATE, JESS C	0		64,200.00	0.00	818.55	0.00	81.86	0.00	900.41
01-004-501	CHARLES & SARA GADD	0		9,000.00	0.00	114.75	0.00	11.48	0.00	126.23
02-013-105	CHARLES J & BETTY JEAN	308	OCEAN VIEW	7,800.00	0.00	99.45	0.00	9.95	0.00	109.40
04-001-212	CHARLES J ROSS & RACHEL K	0		15,000.00	0.00	60.00	0.00	6.00	0.00	66.00
02-013-203	CHARLES JEFFREY & BETTY	308	OCEANVIEW	164,800.00	150,000.00	188.70	0.00	18.87	0.00	207.57
02-013-205	CHARLES JEFFREY & BETTY	308	OCEAN VIEW	52,900.00	0.00	674.48	0.00	67.45	0.00	741.93
02-023-760	CHRISTENSEN, STEVEN J	0		57,600.00	0.00	734.40	0.00	6.63	-668.10	72.93
08-320-190	CHRISTINE & WAYNE ELLIS	0		50,000.00	0.00	200.00	0.00	20.00	0.00	220.00
02-027-206	CHRISTOPHER & JODIE L	236	BERGER ST.	397,000.00	0.00	5,061.75	0.00	506.18	0.00	5,567.93
11-200-090	CHRISTOPHER & JODIE L	0		41,600.00	0.00	166.40	0.00	16.64	0.00	183.04

City and Borough of Wrangell

Prop Tax Owed no zero

Item f.

2019

Property Number	Owner	Address	Assessed Value	Exempt	Tax	Interest	Penalty	Manual Adjustment	Paid	Tax Amount Due
08-210-050	CHURCH, JOHN	0	39,800.00	0.00	159.20	0.00	15.92	0.00	0.00	175.12
01-004-732	CHURCHILL, BART L	0	29,800.00	0.00	379.95	0.00	37.99	0.00	0.00	417.94
09-050-100	CLARK, JASON	0	25,100.00	0.00	100.40	0.00	10.04	0.00	0.00	110.44
05-100-100	CLARK, JERRY	0	68,800.00	0.00	275.20	0.00	27.52	0.00	0.00	302.72
05-006-120	COLLINS, DONNA	0	35,600.00	0.00	142.40	0.00	14.24	0.00	0.00	156.64
05-007-100	COLLINS, DONNA	0	115,200.00	0.00	460.80	0.00	46.08	0.00	0.00	506.88
71-110-1011	COOK, TIMOTHY JAMES	0	22,100.00	0.00	281.78	0.00	28.18	0.00	0.00	309.96
01-004-654	COOL, VERN	106 GRAVES ST.	18,000.00	0.00	229.50	0.00	22.95	0.00	0.00	252.45
71-550-1055	CRAYNE, DARREN	0	5,000.00	0.00	63.75	0.00	6.38	0.00	0.00	70.13
73-080-3008	CURLEY, SCOTT	0	9,000.00	0.00	114.75	0.00	11.48	0.00	0.00	126.23
03-021-519	DALE A & LYNNE M EVANGER	0	25,000.00	0.00	318.75	0.00	31.88	0.00	0.00	350.63
02-029-101	DANNY L & MAXINE E	0	14,800.00	0.00	188.70	0.00	18.87	0.00	0.00	207.57
02-029-103	DANNY L & MAXINE E	0	75,100.00	0.00	957.53	0.00	95.75	0.00	0.00	1,053.28
03-009-222	DEBOER, DANIEL W	0	167,200.00	0.00	2,131.80	0.00	213.18	0.00	-47.67	2,297.31
03-009-223	DEBOER, DANIEL W	0	30,000.00	0.00	382.50	0.00	38.25	0.00	0.00	420.75
10-100-250	DEBOER, DANIEL W	0	67,500.00	0.00	270.00	0.00	27.00	0.00	0.00	297.00
08-140-130	DIMENT, BRENDON GENE	0	64,100.00	0.00	256.40	0.00	25.64	0.00	0.00	282.04
71-050-1005	DOAK, DAVID	0	8,900.00	0.00	113.48	0.00	11.35	0.00	0.00	124.83
02-032-101	DOUGLAS & RUBY MCMURREN	102 PINE ST	173,100.00	0.00	2,207.03	0.00	220.70	0.00	0.00	2,427.73
08-320-180	ERIN SAMUEL RAUSCH VAN	0	32,200.00	0.00	128.80	0.00	12.88	0.00	0.00	141.68
11-400-200	ETCHER, MICHAEL	0	43,900.00	0.00	175.60	0.00	17.56	0.00	0.00	193.16
08-140-020	FLORENCE CARROLL,	0	18,600.00	0.00	74.40	0.00	7.44	0.00	-74.40	7.44
02-021-401	FLOYD, TRUSTEE, ROBERTA	310 FIRST AVENUE	26,200.00	0.00	334.05	0.00	33.41	0.00	0.00	367.46
02-021-403	FLOYD, TRUSTEE, ROBERTA	310 FIRST AVENUE	88,100.00	150,000.00	485.78	0.00	48.58	0.00	0.00	534.36
03-004-401	FRANKLIN IVER & DIANA R	0	57,200.00	0.00	729.30	0.00	72.93	0.00	0.00	802.23
73-060-3006	GADD, CALEAH	0	2,500.00	0.00	31.88	0.00	3.19	0.00	0.00	35.07
11-600-040	GARRET N & LARISA L LEWIS	0	30,100.00	0.00	120.40	0.00	12.04	0.00	0.00	132.44
11-600-041	GARRET N & LARISA L LEWIS	0	30,100.00	0.00	120.40	0.00	12.04	0.00	0.00	132.44
71-230-1023	GARRINGER, JASON L	0	19,600.00	0.00	249.90	0.00	24.99	0.00	0.00	274.89
04-007-713	GEORGE L & KATHERINE M	0	34,700.00	0.00	138.80	0.00	13.88	0.00	0.00	152.68
02-033-450	GERARD JR, DOUGLAS LYLE	622 ETOLIN	107,000.00	0.00	1,364.25	0.00	136.43	0.00	0.00	1,500.68
72-410-2042	GERARD, STEVE	0	2,500.00	0.00	31.88	0.00	3.19	0.00	0.00	35.07
02-022-125	GORDON, MARGARET	0	25,600.00	0.00	326.40	0.00	32.64	0.00	0.00	359.04
08-320-080	GREGORY HAYDEN & JANICE	0	17,500.00	0.00	70.00	0.00	7.00	0.00	0.00	77.00
02-025-222	GUNDERSON JR, GUNNAR	0	6,800.00	0.00	86.70	0.00	8.67	0.00	0.00	95.37
05-041-100	HALVORSEN, KENT	0	96,400.00	0.00	385.60	0.00	38.56	0.00	0.00	424.16
01-004-553	HAMLEY, CHERYL LYNN	807 GRAVES ST	132,700.00	0.00	1,691.93	0.00	169.19	0.00	0.00	1,861.12

City and Borough of Wrangell

Prop Tax Owed no zero

Item f.

2019

Property Number	Owner	Address	Assessed Value	Exempt	Tax	Interest	Penalty	Manual Adjustment	Paid	Tax Amount Due
08-210-030	HANSEN, KENNETH	0	77,500.00	0.00	310.00	0.00	31.00	0.00	0.00	341.00
02-021-125	HARDING, HERSHEL E	0	20,400.00	0.00	260.10	0.00	26.01	0.00	0.00	286.11
11-200-010	HERSHEL E & ALICE B	0	75,000.00	0.00	300.00	0.00	30.00	0.00	0.00	330.00
73-170-3017	HOWELL, PATRICK	0	26,200.00	0.00	334.05	0.00	33.41	0.00	0.00	367.46
01-005-301	HUNT, TIMOTHY C & CANDICE	0 AVE.	118,800.00	0.00	1,514.70	0.00	151.47	0.00	0.00	1,666.17
03-023-110	JAMES & APRIL EILERTSEN	0	30,000.00	0.00	382.50	0.00	38.25	0.00	0.00	420.75
02-021-602	JAMES & LAURA EDENS	0	1,100.00	0.00	14.03	0.00	1.40	0.00	0.00	15.43
02-021-700	JAMES & LAURA EDENS	0	59,700.00	0.00	761.18	0.00	76.12	0.00	0.00	837.30
03-015-214	JAMES & LISA LEBO	9 MILE ZIMOVIA	220,800.00	150,000.00	902.70	0.00	90.27	0.00	-500.00	492.97
03-015-216	JAMES & LISA LEBO	9 MILE ZIMOVIA	37,500.00	0.00	478.13	0.00	47.81	0.00	0.00	525.94
08-310-060	JAMES F & J'LENE M LEWIS	0	24,000.00	0.00	96.00	0.00	9.60	0.00	0.00	105.60
08-320-100	JAMES L & JUDITH E	0	30,400.00	0.00	121.60	0.00	12.16	0.00	0.00	133.76
72-140-2014	JAMES, THEADOSA D	0	4,900.00	0.00	62.48	0.00	6.25	0.00	0.00	68.73
02-028-307	JEFF COYNE & TONY D'AOUST	0	13,000.00	0.00	165.75	0.00	13.32	0.00	-32.60	146.47
03-002-301	JIM & LAURA HOLDER	0	47,400.00	0.00	604.35	0.00	60.44	0.00	0.00	664.79
72-040-2004	JOB MONTOY & MARY GLASE	0	13,300.00	0.00	169.58	0.00	16.96	0.00	0.00	186.54
72-510-2052	JOHNSON, CARMELIA	0	3,200.00	0.00	40.80	0.00	3.12	0.00	-9.59	34.33
02-033-303	JOHNSON, TIMOTHY	825 LEMIEUX	107,300.00	0.00	1,368.08	0.00	136.81	0.00	0.00	1,504.89
72-460-2047	JUSTIN & TASHA MCCOLLOCH	0	10,700.00	0.00	136.43	0.00	13.64	0.00	0.00	150.07
02-031-200	KADIN CORPORATION	702 WRANGELL AVE	17,400.00	0.00	2,516.85	0.00	251.69	0.00	0.00	2,768.54
02-031-204	KADIN CORPORATION	702 WRANGELL AVE	7,000.00	0.00	216.75	0.00	21.68	0.00	0.00	238.43
02-031-214	KADIN CORPORATION	0	17,000.00	0.00	216.75	0.00	21.68	0.00	0.00	238.43
02-031-216	KADIN CORPORATION	0	17,000.00	0.00	216.75	0.00	21.68	0.00	0.00	238.43
02-009-228	KARL A & DOROTHY A	123 THIRD ST.	289,100.00	0.00	3,686.03	0.00	368.60	0.00	0.00	4,054.63
03-004-103	KEITH & MARIE SHIPLEY	3 MILE ZIMOVIA	6,000.00	0.00	76.50	0.00	5.84	0.00	-18.11	64.23
03-022-190	KELLY C & PATRICK A ELLIS	0	280,300.00	0.00	3,573.83	0.00	357.38	0.00	0.00	3,931.21
02-004-314	KENCARE INC DBA SITKA	335 CASSIAR ST	142,300.00	0.00	1,814.33	0.00	181.43	0.00	0.00	1,995.76
02-021-182	KEVIN & ABIGAIL BYLOW	0	142,900.00	0.00	1,821.98	0.00	182.20	0.00	0.00	2,004.18
08-310-070	LAURA & MATHEW BARKER,	0	24,100.00	0.00	96.40	0.00	9.64	0.00	0.00	106.04
05-001-110	LEE, SHIRLEY	0	19,500.00	0.00	78.00	0.00	7.80	0.00	0.00	85.80
02-026-262	LEONARD CAMPBELL, CREDIT	0	105,700.00	0.00	1,347.68	0.00	105.57	-291.98	0.00	1,161.27
02-021-202	LIGHTNER, DIANE E	412 REID ST.	288,800.00	0.00	3,682.20	0.00	368.22	0.00	0.00	4,050.42
02-021-204	LIGHTNER, DIANE E	0	28,300.00	0.00	360.83	0.00	36.08	0.00	0.00	396.91
08-310-040	LOUIS A & ANNETTE J	0	31,400.00	0.00	125.60	0.00	12.56	0.00	0.00	138.16
08-320-130	LOUIS A & ANNETTE J	0	17,500.00	0.00	70.00	0.00	7.00	0.00	0.00	77.00
04-002-301	MACHALEK, DALIBOR	0	14,800.00	0.00	59.20	0.00	5.92	0.00	0.00	65.12
71-250-1025	MACIAS, ROBERT	0	7,100.00	0.00	90.53	0.00	9.05	0.00	0.00	99.58

City and Borough of Wrangell

Prop Tax Owed no zero

Item f.

2019

Property Number	Owner	Address	Assessed Value	Exempt	Tax	Interest	Penalty	Manual Adjustment	Paid	Tax Amount Due
05-041-200	MARKSHEFFEL, FREDERIKA	0	50,000.00	0.00	200.00	0.00	20.00	0.00	0.00	220.00
73-020-3002	MARTIN, NICHOLAS R	0	9,600.00	0.00	122.40	0.00	12.24	0.00	0.00	134.64
02-022-339	MARTIN, SARA BETH	0	28,800.00	0.00	367.20	0.00	36.72	0.00	0.00	403.92
02-022-340	MARTIN, SARA BETH	0	7,800.00	0.00	99.45	0.00	9.95	0.00	0.00	109.40
02-022-505	MARTIN, SARA BETH	412 CHURCH ST	101,500.00	0.00	1,294.13	0.00	129.41	0.00	0.00	1,423.54
02-022-507	MARTIN, SARA BETH	0	21,700.00	0.00	276.68	0.00	27.67	0.00	0.00	304.35
02-031-406	MASSIN, CONTRACT	0	106,100.00	0.00	1,352.78	0.00	135.28	0.00	0.00	1,488.06
02-023-750	MASSKILLS SEAFOODS,	0	28,800.00	0.00	367.20	0.00	36.72	0.00	0.00	403.92
03-006-347	MATTHEW A & ANGELA L MEIER	MILE ZIMOVIA	84,500.00	0.00	1,077.38	0.00	107.74	0.00	-1,077.38	107.74
06-010-100	MCDERMOTT, PATRICK	0	92,400.00	0.00	369.60	0.00	36.96	0.00	0.00	406.56
06-010-120	MCDERMOTT, PATRICK	0	33,400.00	0.00	133.60	0.00	13.36	0.00	0.00	146.96
06-010-130	MCDERMOTT, PATRICK	0	46,000.00	0.00	184.00	0.00	18.40	0.00	0.00	202.40
08-140-050	MCGEE, PAULA I	0	12,700.00	0.00	50.80	0.00	5.08	0.00	0.00	55.88
03-005-262	MCGEE, RUSSELL J	119 GRAVES ST.	47,400.00	0.00	604.35	0.00	60.44	0.00	0.00	664.79
03-005-206	MEISSNER JR, CHARLES	3 MILE ZIMOVIA	113,300.00	0.00	1,444.58	0.00	144.46	0.00	0.00	1,589.04
03-005-205	MEISSNER, CHARLES	0	43,700.00	0.00	557.18	0.00	55.72	0.00	0.00	612.90
03-005-207	MEISSNER, CHARLES	0	13,500.00	0.00	172.13	0.00	17.21	0.00	0.00	189.34
71-290-1000	MELISSA & JEREMY STOLLEY	0	47,600.00	0.00	606.90	0.00	60.69	0.00	0.00	667.59
02-023-740	METAL HEAD MARINE LLC,	0	93,100.00	0.00	1,187.03	0.00	81.60	-371.03	0.00	897.60
03-021-418	MEYER, SHARLA A	0	97,500.00	0.00	1,243.13	0.00	124.31	0.00	-1,294.00	73.44
03-006-351	MIKE O & TRINA GARDNER	0	132,300.00	0.00	1,686.83	0.00	168.68	0.00	0.00	1,855.51
04-001-222	NEWMAN, DARREN	0	22,600.00	0.00	90.40	0.00	9.04	0.00	0.00	99.44
03-006-215	NihEideain, Valerie A	0	15,000.00	0.00	191.25	0.00	19.13	0.00	0.00	210.38
72-030-2003	NORE, SUSAN	0	6,500.00	0.00	82.88	0.00	8.29	0.00	0.00	91.17
03-006-341	OLEN & MELANIE ETTSWOLD	4 MILE ZIMOVIA	117,600.00	0.00	1,499.40	0.00	149.94	0.00	-1,499.40	149.94
03-009-105	PACITA LAWS & VERNON	0	104,500.00	0.00	1,332.38	0.00	133.24	0.00	0.00	1,465.62
71-330-1000	PADGETT, CALEB	0	8,500.00	0.00	108.38	0.00	10.84	0.00	0.00	119.22
72-150-2015	PADGETT, LOGAN	0	6,000.00	0.00	76.50	0.00	7.65	0.00	0.00	84.15
06-010-110	PFAFF, HARLEY	0	45,900.00	0.00	183.60	0.00	18.36	0.00	0.00	201.96
03-009-202	PURVIS, LELAND	0	50,000.00	0.00	637.50	0.00	63.75	0.00	0.00	701.25
03-009-101	PURVIS, NORMAN CARL	0	22,300.00	0.00	284.33	0.00	28.43	0.00	0.00	312.76
02-034-103	RICHARD & GEORGENE	821 ZIMOVIA HWY.	193,200.00	48,300.00	1,847.48	0.00	184.75	0.00	0.00	2,032.23
08-320-030	RICHARD & NANCY DEBUSMAN	0	84,300.00	0.00	337.20	0.00	33.72	0.00	-337.20	33.72
02-032-210	RICHARD T METZGER &	523 ZIMOVIA HWY	151,000.00	0.00	1,925.25	0.00	192.53	0.00	-12.75	2,117.78
04-006-652	RIDEOUT, JAY	0	35,900.00	0.00	143.60	0.00	14.36	0.00	0.00	157.96
02-023-391	RINEHART, ROBERT W	532 FRONT STREET	50,000.00	0.00	637.50	0.00	63.75	0.00	0.00	701.25
72-250-2025	RITA PEREZ, ESTATE, THEA	0	2,000.00	0.00	25.50	0.00	2.55	0.00	0.00	28.05

City and Borough of Wrangell

Prop Tax Owed no zero

Item f.

2019

Property Number	Owner	Address	Assessed Value	Exempt	Tax	Interest	Penalty	Manual Adjustment	Paid	Tax Amount Due
02-026-327	RITCHIE TRANSPORTATION CO		49,600.00	0.00	632.40	0.00	0.10	0.00	-631.40	1.10
02-009-204	RODNEY S & JEAN S BROWN,	220 CASSIAR	153,900.00	150,000.00	49.73	0.00	4.97	0.00	0.00	54.70
08-320-040	ROGERS, LAUREN E	0	48,600.00	0.00	194.40	0.00	19.44	0.00	0.00	213.84
72-310-2000	ROMANE, CHARLES	0	2,500.00	0.00	31.88	0.00	3.19	0.00	0.00	35.07
03-021-406	RONALD & LEZLIE RICE	0	264,300.00	150,000.00	1,457.33	0.00	145.73	0.00	-1,457.33	145.73
02-026-123	ROXANNA PETTICREW, ET AL	1033 CASE AVENUE	16,900.00	0.00	215.48	0.00	21.55	0.00	0.00	237.03
02-026-125	ROXANNA PETTICREW, ET AL	0	8,600.00	0.00	109.65	0.00	10.97	0.00	0.00	120.62
02-026-258	ROXANNA PETTICREW, ET AL	0	21,000.00	0.00	267.75	0.00	26.78	0.00	0.00	294.53
02-026-260	ROXANNA PETTICREW, ET AL	0	15,000.00	0.00	191.25	0.00	19.13	0.00	0.00	210.38
08-310-050	RUTH ANN & STEPHEN E	0	23,400.00	0.00	93.60	0.00	0.06	0.00	-93.00	0.66
09-010-030	SALVATORE BRUNO	0	69,400.00	0.00	277.60	0.00	27.76	0.00	0.00	305.36
09-010-120	SALVATORE BRUNO	0	18,700.00	0.00	74.80	0.00	7.48	0.00	0.00	82.28
72-350-2035	SEA LEVEL SEAFOODS LLC	0	3,500.00	0.00	44.63	0.00	4.46	0.00	0.00	49.09
08-310-030	SHAW, ELIZABETH L	0	31,900.00	0.00	127.60	0.00	12.76	0.00	0.00	140.36
03-009-149	Shilts, Brian L	0	86,100.00	0.00	1,097.78	0.00	109.78	0.00	0.00	1,207.56
06-010-090	SHIRLEY, KATHLEEN D	0	20,700.00	0.00	82.80	0.00	8.28	0.00	0.00	91.08
74-040-4004	SILVA, DAVID	0	10,100.00	0.00	128.78	0.00	12.88	0.00	0.00	141.66
72-080-2008	STEVE & KAREN MARSHALL	0	1,000.00	0.00	12.75	0.00	1.28	0.00	0.00	14.03
72-120-2000	STEVE & KAREN MARSHALL	0	5,000.00	0.00	63.75	0.00	6.38	0.00	0.00	70.13
72-140-2054	STEVE & KAREN MARSHALL	0	14,200.00	0.00	181.05	0.00	18.11	0.00	0.00	199.16
08-320-200	STEVENSON, WILLIAM	0	153,300.00	0.00	613.20	0.00	61.32	0.00	0.00	674.52
03-006-345	THOMAS K & DEBRA J HUNTER	4 MILE ZIMOVIA	117,600.00	0.00	1,499.40	0.00	149.94	0.00	0.00	1,649.34
04-002-321	TRUST LAND OFFICE	0	30,600.00	0.00	122.40	0.00	12.24	0.00	0.00	134.64
73-030-3003	VAN SLYKE, DANA	0	17,600.00	0.00	224.40	0.00	22.44	0.00	0.00	246.84
71-370-1037	VANDERBUNTE, JAMES	0	9,500.00	0.00	121.13	0.00	12.11	0.00	0.00	133.24
71-470-1047	WADDINGTON, JOHN	0	5,200.00	0.00	66.30	0.00	6.63	0.00	0.00	72.93
08-120-060	WALLIN, JANET ANN	0	29,700.00	0.00	118.80	0.00	11.88	0.00	0.00	130.68
08-120-070	WALLIN, JANET ANN	0	26,700.00	0.00	106.80	0.00	10.68	0.00	0.00	117.48
03-004-256	WHITE, MARK A	0	57,400.00	0.00	731.85	0.00	73.19	0.00	0.00	805.04
03-005-201	WILLIAM & NEDIA VOLTZ	0	9,900.00	0.00	126.23	0.00	12.62	0.00	0.00	138.85
02-024-380	WRANGELL BOATSHOP LLC	0	11,100.00	0.00	141.53	0.00	14.15	0.00	0.00	155.68
02-024-382	WRANGELL BOATSHOP LLC	707 CASE AVENUE	190,500.00	0.00	2,428.88	0.00	242.89	0.00	0.00	2,671.77
03-021-509	YOUNG, SCOTT H	0	267,400.00	0.00	3,409.35	0.00	340.94	0.00	0.00	3,750.29
Total			10,399,100.00	798,300.00	103,648.72	0.00	10,066.60	-2,199.38	-7,084.83	104,443.86

CLERK'S FILE

SUBMITTED BY:

Kim Lane, Borough Clerk

Upcoming Meeting/Informational dates:

11-26 Regular Assembly mtg. - Canceled

11-28th and 29th City Offices Closed – Thanksgiving Day and the day after - Observed

11-19th through 11-22nd Alaska Conference of Mayors & the Alaska Municipal League Conference

12-4 Parks & Recreation Board mtg. scheduled for 5:30 p.m. in the Assembly Chambers

12-5 Port Commission mtg. scheduled for 7:00 p.m. in the Assembly Chambers

SEAPA Board Meeting is scheduled for December 12th in Ketchikan

AML (ACoM & Conference)

Alaska Municipal League Conference schedule is as follows:

ACoM (Alaska Conference of Mayors)

Nov. 19 - 22, 2019 (Prysunka attending)

Regular AML Conference

Nov. 20 - 22, 2019 (Prysunka, Morrison & DeLong attending)

**Annual Open Meetings Act (OMA) and Parliamentary
Procedure Training**

Will be held on Monday, December 9th at 1:00 p.m. in the Borough Assembly Chambers

Borough Attorney, Joe Levesque will be giving the annual training this year. All City Boards, Commissions, and Committees have been invited. This event is not open to the general public.

CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	November 12, 2019
	<u>Agenda Section</u>	10

Committee Appointment – Economic Development Committee

SUBMITTED BY:

Kim Lane, Borough Clerk

FISCAL NOTE:

Expenditure Required: \$XXX Total		
FY 19: \$	FY 20: \$	FY21: \$
Amount Budgeted:		
FY19 \$XXX		
Account Number(s):		
XXXXX XXX XXXX		
Account Name(s):		
Enter Text Here		
Unencumbered Balance(s) (prior to expenditure):		
\$XXX		

Reviews/Approvals/Recommendations

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

ATTACHMENTS: Letter of Interest (Cardinell)

Economic Development Committee (1 avail)	Caitlin Cardinell
---	-------------------

This appointment was postponed from the October 22nd Regular meeting so that Manager Von Bargen could meet with Ms. Cardinell to ensure that she fully understands that if appointed, she would not be representing the Jet Boat Association on behalf of the City. Also reiterating that the committee is an entity of the City.

Recommended Action:

Mayor: If there are no objections to the above appointment, I will appoint Caitlin Cardinell to the Economic Development Committee with the term expiring October 2022.

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:

Item a.

Motion: Move to appoint _____ to fill the vacancy on the _____ for the term up until October _____.

City & Borough of Wrangell
Economic Development Committee Letter of Interest
10/22/19

To Whom it May Concern,

I write to you today to declare my interest in joining the Economic Development Committee. I have recently taken the position of Executive Director of the Stikine River Jet Boat Association, and I would like to be involved in this group not only to represent a small sector of the tourism industry in Wrangell, but also to further my experience and personal interest in economic development. I believe I would be a good fit for this position because I am young, represent a different demographic as a citizen in Wrangell, and may be able to offer unique perspectives to matters concerning this groups' objectives. I have lived in Wrangell full time for 7 years now, have a vested interest in this community, and would love to play a role in serving its' best interests. Please do not hesitate to contact me directly with any questions you may have. Thank you for your consideration.

Sincerely,

Caitlin Cardinell
Executive Director
Stikine River Jet Boat Association, Inc.
(612) 308-7035

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	November 12, 2019
	<u>Agenda Section</u>	10

SEAPA Board Appointments (1 voting member & 1 alternate member)

SUBMITTED BY:

Kim Lane, Borough Clerk

FISCAL NOTE:

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

Reviews/Approvals/Recommendations

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

ATTACHMENTS: 1. Letters of Interest.

RECOMMENDATION ACTION:

Letters of Interest received from:

- **Stephen Prysunka** (voting member)
- **Lisa Von Bargaen** (alternate member)

Appointments to be filled by the Mayor with the consent of the assembly for the SEAPA Board Seats.

Mayor: If there are no objections, I will appoint _____ to fill the vacancy of the Voting SEAPA Board Member seat, from January 1, 2020 thru December 31, 2020.

Mayor: If there are no objections, I will appoint _____ to fill the vacancy of the Alternate SEAPA Board Member seat, from January 1, 2020 thru December 31, 2020.

Recommended Action if not approved with the consent of the Assembly:

Motion: Move to appoint _____ to fill the vacancy of the voting SEAPA Board member seat, from January 1, 2020 thru December 31, 2020.

Motion: Move to appoint _____ to fill the vacancy of the alternate SEAPA Board member seat, from January 1, 2020 thru December 31, 2020.

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	October 22, 2019
	<u>Agenda Section</u>	10

Nomination to the Southern Southeast Regional Aquaculture Association (SSRAA) Board

SUBMITTED BY:

Kim Lane, Borough Clerk

FISCAL NOTE:

Expenditure Required: \$XXX Total		
FY 19: \$	FY 20: \$	FY21: \$
Amount Budgeted:		
	FY19 \$XXX	
Account Number(s):		
	XXXXX XXX XXXX	
Account Name(s):		
	Enter Text Here	
Unencumbered Balance(s) (prior to expenditure):		
	\$XXX	

Reviews/Approvals/Recommendations

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

ATTACHMENTS: 1. None.

Recommended Action:
Move to nominate Assembly Member Powell for the Municipal Seat on the SSRAA Board of Directors, beginning on January 2020 through December 31, 2021.

Summary Statement:

At the October 22, 2019 Regular Assembly meeting, Mayor Prysunka stated that he would step in to be considered on the SSRAA Board with the stipulation that if Assembly Member Powell wished to remain on the SSRAA Board, he (Mayor) would step aside.

Assembly Member Powell expressed that he would like to remain on the SSRAA Board. Additionally, the Borough Assembly approving the appointment is not an automatic appointment to the Board. With the approval of Assembly Member Powell to the SSRAA Board, the Clerk will notify the Election Supervisor of SSRAA, Liz Jones, that the Wrangell Borough Assembly would like to nominate Assembly Member Powell to be considered by the SSRAA Board of Directors to hold the Municipal Seat on the Board.

If there are no objections, the Clerk will send the notification letter to the SSRAA Board Election Supervisor, to submit Assembly Member David Powell's name for consideration to be appointed to the SSRAA Board.

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	November 12, 2019
	<u>Agenda Section</u>	12

ORDINANCE No 970 REPEALING AND REENACTING CHAPTER 5.20 OF THE WRANGELL MUNICIPAL CODE RELATED TO THE PERMANENT FUND INVESTMENT POLICY, OBJECTIVES AND GUIDELINES

SUBMITTED BY:

Lisa Von Bargaen, Borough Manager

FISCAL NOTE:

Expenditure Required: \$0 Total		
FY 20: \$0	FY 21: \$0	FY22: \$0
Amount Budgeted:		
FY20 \$N/A		
Account Number(s):		
N/A		
Account Name(s):		
N/A		
Unencumbered Balance(s) (prior to expenditure):		
\$N/A		

Reviews/Approvals/Recommendations

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

ATTACHMENTS: 1. Ordinance 970.

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

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

RECOMMENDATION MOTION:
Move to approve Ordinance No. 970.

SUMMARY STATEMENT:

Several minor modifications were requested during the first reading of the ordinance. Those changes have been made and are highlighted in the ordinance in yellow. Assembly member Gilbert also asked if the Ordinance addresses the Charter provision requiring the fund be inflation-protected and have an inflation formula. Administration believes that issue is addressed in Section 5.20.090 (1) where inflation-proofing is specifically addressed.

The remainder of this agenda statement remains unchanged from the October 22nd meeting.

The City & Borough of Wrangell has hired a new investment manager for the Permanent Fund, Alaska Permanent Capital Management (APCM). A review of Chapter 5.20 of the Wrangell Municipal Code related to the Permanent Fund Investment Policy, Objectives and Guidelines by the Assembly, Administration and APCM revealed the need for substantive changes to the code. Administration worked with APCM staff to develop the proposed revisions in Ordinance No. 970.

Substantive changes include:

1. Reporting is required monthly instead of quarterly.
2. The absolute rate of return and annual deposit percentage into the General Fund have been changed to correspond with the strategic asset allocation of the fund and inflation, respectively, rather than tied to strict percentages.
3. A completely new section was added at the Borough Manager's request requiring a vote of the people prior to any draw down of the corpus of the Fund.
4. Asset allocations descriptions have had the most changes. It is better to read it in the ordinance that outline in the agenda statement.
5. Again at the Borough Manager's request, an annual review of the investment policy is now required annually within 60 days of the close of the fiscal year, rather than keeping the original language, "...the Borough plans to review..."

The Charter of the CBW also includes a provision regarding the Permanent Fund. It is copied below. Nothing in the proposed ordinance conflicts with the Charter provision.

Wrangell Charter

Section 5-16 Borough Permanent Fund.

There is a Borough Permanent Fund, which was initially created in 1997 by the City of Wrangell in the amount of \$5,000,000 from Southeast Economic Timber Relief Funds. The principal of this fund will be maintained and grow through wise investment and inflation proofing. There shall be ordinances for the administration of this fund, which shall include restrictions of types of investments, expenditure of earnings, inflation formula, and all other administrative functions necessary to insure the security of this fund.

Following adoption of the ordinance APCM can begin active management of the Permanent Fund.

Administration will follow with a review of the language for management of the Pool Fund and provide recommendations for amendments to the Assembly.

While in Anchorage for meetings earlier in October, the Finance Director and Borough Manager met with APCM staff about the Permanent Fund and the future investment of the Borough's operating funds. This will be the topic of a work session in the near future.

CITY AND BOROUGH OF WRANGELL, ALASKA
ORDINANCE NO. 970

AN ORDINANCE OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, REPEALING AND REENACTING CHAPTER 5.20 OF THE WRANGELL MUNICIPAL CODE RELATED TO PERMANENT FUND INVESTMENT POLICY, OBJECTIVES, AND GUIDELINES

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

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

SEC. 1. Action. The purpose of this ordinance is to repeal and reenact Chapter 5.20 of the Wrangell Municipal Code related to the Permanent Fund Investment Policy, Objectives and Guidelines.

SEC. 2. Repeal & Reenactment. Chapter 5.20 of the Wrangell Municipal Code is hereby repealed in its entirety and reenacted as follows:

CITY AND BOROUGH OF WRANGELL PERMANENT FUND

Sections:

- 5.20.010 Scope of investment policy.
- 5.20.020 Investment policy statement.
- 5.20.030 Delegation of authority.
- 5.20.040 Definitions.
- 5.20.050 Assignment of responsibility.
- 5.20.060 General investment principles.
- 5.20.070 Investment management policy.
- 5.20.080 Investment objectives.
- 5.20.090 Specific investment goals.
- 5.20.095 Distribution of permanent fund earnings.
- 5.20.096 Withdrawal of corpus.
- 5.20.100 Definition of risk.

- 5.20.110 Liquidity.
- 5.20.120 Marketability of assets.
- 5.20.130 Investment guidelines.
- 5.20.140 Selection of investment managers.
- 5.20.150 Investment manager performance review and evaluation.
- 5.20.160 Investment policy review.

5.20.010 Scope of the investment policy.

This investment policy reflects only investment policy, objectives, and constraints of the permanent fund and does not amend or change any of the policies for investment of borough general funds herein above.

5.20.020 Investment policy statement.

This statement of investment policy is set forth by the City and Borough of Wrangell regarding its permanent fund in order to:

- A. Define and assign the responsibilities of all involved parties.
- B. Establish a clear understanding for all involved parties of the investment goals and objectives of plan assets.
- C. Offer guidance and limitations to all investment managers regarding the investment of plan assets.
- D. Establish a basis for evaluating investment results.
- E. Manage plan assets according to prudent standards as established in common trust law.
- F. Establish the relevant investment horizon for which the plan assets will be managed.

In general, the purpose of this statement is to outline a philosophy and attitude which will guide the investment management of the assets toward the desired results. It is intended to be sufficiently specific to be meaningful, yet flexible enough to be practical.

5.20.030 Delegation of authority.

The City and Borough of Wrangell is a fiduciary, and is responsible for directing and monitoring the investment management of plan assets. As such, the City and Borough of Wrangell will from time to time delegate certain responsibilities to professional experts in various fields. These include, but are not limited to:

A. Investment Management Consultant. The consultant may assist the City and Borough of Wrangell in establishing investment policy, objectives, and guidelines; selecting investment managers; reviewing such managers over time, measuring and evaluating investment performance, and other tasks as deemed appropriate.

B. Investment Manager. The investment manager has discretion to purchase, sell, or hold the specific securities that will be used to meet the plan's investment objectives.

C. Custodian. The custodian will physically (or through agreement with a subcustodian) maintain possession of securities owned by the plan, collect dividend and interest payments, redeem maturing securities, and effect receipt and delivery following purchases and sales. The custodian may also perform regular accounting of all assets owned, purchased, or sold, as well as movement of assets into and out of the plan accounts.

D. Additional specialists such as attorneys, auditors, actuaries, retirement plan consultants, and others may be employed by the City and Borough of Wrangell to assist in meeting its responsibilities and obligations to administer plan assets prudently.

The City and Borough of Wrangell will not reserve any control over investment decisions, with the exception of specific limitations described in these ordinances. Managers will be held responsible and accountable to achieve the objectives herein stated. While it is not believed that the limitations will hamper investment managers, each manager should request modifications which they deem appropriate.

If such experts employed are also deemed to be fiduciaries, they must acknowledge such in writing. All expenses for such experts must be customary and reasonable, and will be borne by the plan as deemed appropriate and necessary.

5.20.040 Definitions.

A. "Plan" shall mean the City and Borough of Wrangell permanent fund.

B. "The City and Borough of Wrangell" shall refer to the borough assembly which shall administer the plan as specified by applicable ordinance.

C. "Fiduciary" shall mean any individual or group of individuals that exercise discretionary authority or control over fund management or any authority or control over management, disposition or administration of the plan assets.

D. "Investment manager" shall mean any individual, or group of individuals, employed to manage the investments of all or part of the plan assets. The investment manager may also act as the Investment management consultant.

E. "Investment management consultant" shall mean any individual or organization employed to provide advisory services, including advice on investment objectives and/or asset allocation, manager search, and performance monitoring. The investment management consultant may also act as the investment manager.

F. "Securities" shall refer to the marketable investment securities which are defined as acceptable in this statement.

G. "Investment horizon" shall be the time period over which the investment objectives, as set forth in this statement, are expected to be met. The investment horizon for this plan is 20 years.

H. "Corpus or principal" shall mean the original investment creating the Permanent Fund and all inflation-proofed earnings, not annually deposited into the general fund.

5.20.050 Assignment of responsibility.

A. Responsibility of the Investment Managers. Each investment manager must acknowledge in writing its acceptance of responsibility as a fiduciary. Each investment manager will have full discretion to make all investment decisions for the assets placed under its jurisdiction, while observing and operating within all policies, guidelines, constraints, and philosophies as outlined in this statement. Specific responsibilities of the investment managers include:

1. Discretionary investment management including decisions to buy, sell, or hold individual securities, and to alter asset allocation within the guidelines established in this statement.
2. Reporting, on a timely basis, **[quarterly]** ~~monthly~~ investment performance results^[A1].
3. Communicating any major changes **[to]** ~~in~~ economic outlook, investment strategy, or any other factors which affect implementation of investment process, or the investment objective progress of the plan's investment management.
4. Informing the City and Borough of Wrangell regarding any qualitative change to investment management organization. Examples include changes in portfolio management personnel, ownership structure, investment philosophy, etc.
5. Voting proxies, if requested by the City and Borough of Wrangell, on behalf of the plan, and communicating such voting records to the investment committee on a timely basis.

B. Responsibility of the Investment Consultant. The investment consultant’s role is that of a nondiscretionary advisory to the investment committee of the City and Borough of Wrangell. Investment advice concerning the investment management of plan assets will be offered by the investment consultant, and will be consistent with the investment objectives, policies, guidelines and constraints as established in this statement and by resolution. Specific responsibilities of the investment consultant include:

1. Assisting in the development and periodic review of investment policy.
2. Conducting investment manager searches when requested by the investment committee.
3. Providing “due diligence,” or research, on the investment manager(s).
4. Monitoring the performance of the investment manager(s) to provide the investment committee with the ability to determine the progress toward the investment objectives.
5. Communicating matters of policy, manager research, and manager performance to the investment committee.
6. Reviewing plan investment history, historical capital markets performance and the contents of this investment policy statement to **[any newly appointed]** members of the investment committee.

5.02.060 General investment principals.

- A. Investments shall be made solely in the interest of the beneficiaries of the plan.
- B. The fund shall be invested with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent **[man] person** acting in like capacity and familiar with such matters would use in the investment of a fund of like character and with like aims.
- C. Investment of the fund shall be so diversified as to minimize the risk of large losses, unless under the circumstances it is clearly prudent not to do so.
- D. The City and Borough of Wrangell may employ one or more investment managers of varying styles and philosophies to attain the fund’s objectives.
- E. Cash is to be employed productively at all times, by investment in short-term cash equivalents to provide safety, liquidity, and return.

5.02.070 Investment management policy.

A. Preservation of Capital. Consistent with their respective investment styles and philosophies, investment managers should make reasonable efforts to preserve capital, understanding that losses may occur in individual securities.

B. Risk Aversion. Understanding that risk is present in all types of securities and investment styles, the City and Borough of Wrangell recognizes that some risk is necessary to produce long-term investment results that are sufficient to meet the plan's objectives. However, the investment managers are to make reasonable efforts to control risk, and will be **evaluated [regularly]annually** to ensure that the risk assumed is commensurate with the given investment style and objectives.

C. Adherence to Investment Discipline. Investment managers are expected to adhere to the investment management styles for which they were hired. Managers will be evaluated **[regularly]annually** for adherence to investment discipline.

5.02.080 Investment objectives.

In order to meet its needs, the investment strategy of the City and Borough of Wrangell permanent fund is to emphasize total return, that is, the aggregate return from capital appreciation and dividend and interest income.

A. Specifically, the primary objective in the investment management for plan assets shall be:

1. Preservation of Purchasing Power After Spending. To achieve returns in excess of the rate of inflation plus spending over the investment horizon in order to preserve purchasing power of plan assets. Risk control is an important element in the investment of plan assets.

B. The secondary objective in the investment management of plan assets shall be:

1. Long-Term Growth of Capital. To emphasize long-term growth of principal while avoiding excessive risk. Short-term volatility will be tolerated in as much as it is consistent with the volatility of a comparable market index.

5.20.090 Specific investment goals.

A. Over the investment horizon established in this statement, it is the goal of the aggregate plan assets to exceed:

1. **A[n absolute] reasonable** rate of return will be [of nine and one-half percent] aligned with the strategic asset allocation of the permanent fund. This rate of return

and the corresponding strategic asset allocation will satisfy **[five and one-half percent]** the amount to be deposited annually in the City and Borough of Wrangell's general fund, **[inflation proofed as determined ^[A2] by the consumer price index for the United States and the Fund Growth objectives. [three percent inflation as determined by the consumer price index for Anchorage and one percent growth objectives.]**

B. The investment goals above are the objectives of the aggregate plan[,] and are not meant to be imposed on each investment account. The goal of each investment manager, over the investment horizon, shall be to:

1. Meet or exceed the market index, or blended market index, selected and agreed upon by the investment committee that most closely corresponds to the style of investment management.
2. Display an overall level of risk in the portfolio which is consistent with the risk associated with the benchmark specified above. Risk will be measured by the standard deviation of quarterly returns.

[C. Specific investment goals and constraints for each investment manager, if any, shall be incorporated as part of this statement of investment policy. Each manager shall receive a written statement outlining his specific goals and constraints as they differ from those objectives of the entire plan.]

5.20.095 Distribution of permanent fund earnings.

The distribution of permanent fund earnings shall be as follows:

[A. The fund shall be protected from inflation by returning to the fund the amount of inflation from the previous calendar year. The percent of inflation shall be calculated by the percent change in the Anchorage Consumer Price index from December 31st of one year to December 31st of the next year. The amount that should be in the fund through inflation proofing is cumulative from November 1, 1997. Any amount above the accumulation of the annual inflation may be distributed to the general fund. In the event that there is not enough earnings to inflation proof the fund in a given year, no funds may be distributed-until the inflation proof for that year and all previous years is satisfied.]

[B. After the fund is inflation proofed each year, any earnings which total up to five and one-half percent may be distributed to the general fund. In the event that one year does not provide distribution to the general fund, the following year would be

limited to the maximum of the five and one-half percent distribution amount, even if earnings were more.]

[C. After the fund is inflation proofed and five and one-half percent is distributed to the general fund, any excess funds shall be returned into the fund for growth.]

The Assembly may appropriate annually not more than the maximum sustainable distribution rate of the five-year average fund market value, to be computed using the five-prior year, calendar year end audited market value. The sustainable distribution rate is defined as the long term expected return of the fund less inflation and expenses. Draws of fund earnings are not to exceed the sustainable rate and draws cannot impair inflation adjusted principal.

5.20.096 Withdrawal of corpus.

No corpus of the City and Borough of Wrangell Permanent Fund shall be withdrawn except upon the vote of a majority of the borough voters voting in a general election or special election called for that purpose. Corpus is defined as the inflation adjusted value of all contributions. Inflation shall be measured using the U.S. Consumer Price Index (CPI-U).

5.20.100 Definition of risk.

The investment committee realizes that there are many ways to define risk. It believes that any person or organization involved in the process of managing the City and Borough of Wrangell permanent fund assets understands how it defines risk so that the assets are managed in a manner consistent with the plan's objectives and investment strategy as designed in this statement of investment policy. The City and Borough of Wrangell defines risk as:

- A. The probability of not maintaining purchasing power over the plan's investment time horizon.
- B. The possibility of surprises (upside or downside) in investment returns.

5.20.110 Liquidity.

To minimize the possibility of a loss occasioned by the sale of a security forced by the need to meet a required payment, the City and Borough of Wrangell will periodically provide investment counsel with an estimate of expected net cash flow. The City and Borough of Wrangell will notify the investment consultant in a timely manner, to allow sufficient time to build up necessary liquid reserves.

5.20.120 Marketability of assets.

The City and Borough of Wrangell requires that all plan assets be invested in liquid securities, defined as securities that can be transacted quickly and efficiently for the plan, with minimal impact on market price.

5.20.130 Investment guidelines.

A. Allowable Assets.

The assets of the Permanent Fund shall be invested in investment vehicles that provide exposure to asset classes or implementation strategies which have been approved as part of the strategic asset allocation. All investments must comply with the fund level investment guidelines and product level investment guidelines outlined below.

(a) 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-only, unlevered investments. The Fund is prohibited from engaging in short sales and margin transactions.

(b) 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 this document 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.

[1. Cash Equivalentents.

- a. Treasury bills;**
- b. Money market funds;**
- c. STIF funds;**
- d. Commercial paper;**
- e. Banker's acceptances;**
- f. Repurchase agreements;**
- g. Certificates of deposit.]**

[2. Fixed Income Securities.

- a. U.S. government and agency securities;**
- b. Corporate notes and bonds;**
- c. Mortgage backed bonds;**
- d. Preferred stock;**
- e. Fixed income securities of foreign governments and corporations;**
- f. Planned amortization class collateralized mortgage obligations (PAC CMOs) or other “early tranche” CMOs.]**

[3. Equity Securities.

- a. Common stocks;**
- b. Convertible notes and bonds;**
- c. Convertible preferred stocks;**
- d. American Depository receipts (ADRs) of non-U.S. companies;**
- e. Stocks of non-U.S. companies (ordinary shares).]**

[4. Mutual Funds.

- a. Mutual funds which invest in securities as allowed in this statement.]**

[5. Other Assets.

- a. GICs.]**

[B. Stock Exchanges. To ensure marketability and liquidity, investment advisors will execute equity transaction through the following exchanges: New York Stock Exchange; and NASDAQ over-the-counter market. In the event that an investment manager determines that there is a benefit or a need to execute transactions in exchanges other than those listed in this statement, written approval is required from the City and Borough of Wrangell.]

[C]B. Prohibited Assets. Prohibited investments include, but are not limited to, the following:

[1. Commodities and future contracts;]

2. Private placements;

[3. Options;]

4. Limited partnerships;

5. Venture-capital investments;

[6. Real estate properties;]

7. Interest-only (IO), principal-only (PO), and residual tranche CMOs (Collateralized Mortgage Obligations);

[8. Derivative investment.]

[D. Prohibited Transactions. Prohibited transactions include, but are not limited to, the following:

1. Short selling;

2. Margin transactions.]

[E]C. Asset Allocation Guidelines. Investment management of the assets of the City and Borough of Wrangell permanent fund shall be in accordance with the following asset allocation guidelines:

[1. Aggregate Plan Asset Allocation Guidelines (at market value).

Asset Class	Minimum	Maximum	Preferred
Equities	35	65	50
Fixed Income	30	60	45
Cash and Equivalents	5	15	5]

[2. The City and Borough of Wrangell may employ investment managers whose investment disciplines require investment outside the established asset allocation guidelines. However, taken as a component of the aggregate plan, such disciplines must fit within the overall asset allocation guidelines established in this statement. Such investment managers will receive written direction from the City and Borough of Wrangell regarding specific objectives and guidelines.]

[3. In the event that the above aggregate asset allocation guidelines are violated, for reasons including but not limited to market price fluctuations, the City and Borough of Wrangell will instruct the investment manager(s) to bring the portfolio(s) into compliance with these guidelines as promptly and prudently as possible. In the event that any individual investment manager's portfolio is in violation with its specific guidelines, for reasons including but not limited to market price fluctuations, the City and Borough of Wrangell expects that the investment manager will bring the portfolio into compliance with these guidelines as promptly and prudently as possible without instruction from the investment committee.]

[F. Diversifications for Investment Managers. The City and Borough of Wrangell does not believe it is necessary or desirable that securities held in the plan represent a cross-section of the economy. However, in order to achieve a prudent level of portfolio diversification, the securities of any one company or government agency should not exceed five percent of the total fund, and no more than 15 percent of the total fund should be invested in any one industry. Individual treasury securities may represent five percent of the total fund, while the total allocation to treasury bonds and notes may represent up to 100 percent of the plan's aggregate bond position.]

[G. Guidelines for Fixed Income Investments and Cash Equivalents.

- 1. Plan assets may be invested only in investment grade bonds rates (or equivalent) or better.**
- 2. Plan assets may be invested only in commercial paper rates A1 (or equivalent) or better.**
- 3. Money market funds selected shall contain securities whose credit rating at the absolute minimum would be rated investment grade by Standard and Poors, and/or Moody's.]**

The Permanent Fund's strategic asset allocation will be determined based upon the desired return, risk tolerance, and other investment parameters (liquidity needs, time horizon, etc.). The appropriateness and characteristics of the asset allocation strategy will be reviewed by the Investment Committee and confirmed by the Assembly by Resolution not less than 60 days of the fiscal year end.

The investment manager has discretion to make modest adjustments to the strategic asset allocation's allowable asset classes, weights, and ranges so long as the changes do not

materially alter the risk and return profile of the investment portfolio. All discretionary adjustments to the strategic asset allocation will be made with the fiduciary obligation that decisions are made in the best interest of the City and Borough of Wrangell and its residents. Prior to the investment manager implementing any changes to the strategic asset allocation, the Borough Manager and Finance Director shall be notified, which begins a five-day negative consent period for consultation with the Borough Manager, Finance Director, and Borough Assembly before implementing any adjustments.

5.20.140 Selection of managers.

The City and Borough of Wrangell's selection of investment manager(s) must be based on prudent due diligence procedures. A qualifying investment manager must be a registered investment advisor under the Investment Advisors Act of 1940, or a bank or insurance company. The investment committee requires that each investment manager provide, in writing, acknowledgement of fiduciary responsibility to the City and Borough of Wrangell permanent fund.

5.20.150 Investment manager performance review and evaluation.

Performance reports generated by the investment consultant shall be **[complied]compiled** at least **[quarterly] monthly** and communicated to the City and Borough of Wrangell for review. The investment performance of total portfolios, as well as asset class components, will be measured against commonly accepted performance benchmarks. Consideration shall be given to the extent to which the investment results are consistent with the investment objectives, goals, and guidelines as set forth in this statement. The City and Borough of Wrangell **[intends to]shall evaluate the portfolio(s) using a rolling [over at least a] three-year period annually**, but reserves the right to terminate a manager for any reason including the following:

- A. Investment performance which is significantly less than anticipated given the discipline employed and the risk parameters established, or unacceptable justification of poor results.
- B. Failure to adhere to any aspect of this statement of investment policy, including communication and reporting requirements.
- C. Significant qualitative changes to the investment management organization.
- D. The pleasure of the borough assembly.

Investment managers shall be reviewed regularly regarding performance, personnel, strategy, research capabilities, organizational and business matters, and other qualitative factors that may impact their ability to achieve the desired investment results.

5.20.160 Investment policy review.

To assure continued relevance of the guidelines, objectives, financial status and capital markets expectations as established in this statement of investment policy, the City and Borough of Wrangell **[plans to] shall review investment policy at least annually not less than 60 days of the fiscal year end.**

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

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

SEC. 5. Effective Date. This ordinance shall be effective upon adoption.

PASSED IN FIRST READING: October 22, 2019

PASSED IN SECOND READING: _____, 2019

Stephen Prysunka, Mayor

ATTEST: _____
Kim Lane, Borough Clerk

Yes: _____
No: _____
Absent: _____
Abstaining: _____

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	November 12, 2019
	<u>Agenda Section</u>	13

RESOLUTION No 11-19-1499 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA AMENDING THE FY 2020 BUDGET IN THE CIP FUND ACCEPTING A LOAN IN THE AMOUNT OF \$3,821,000 AND A GRANT IN THE AMOUNT OF \$3,161,000 FROM THE UNITED STATES DEPARTMENT OF AGRICULTURE, RURAL DEVELOPMENT, FOR THE WATER TREATMENT PLANT IMPROVEMENTS PROJECT AND AUTHORIZING ITS EXPENDITURE

SUBMITTED BY:

Amber Al-Haddad, Capital Facilities Director

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

<u>FISCAL NOTE:</u>		
Expenditure Required: Loan \$3,821,000 Grant \$3,161,000		
FY 20: \$	FY 21: \$	FY22: \$
Amount Budgeted:		
	FY20 \$0	
Account Number(s):		
	72300-000-7900-48-72001 Loan 72300-000-7900-40-72001 Grant	
Account Name(s):		
	WTP Improvements Project USDA Loan WTP Improvements Project USDA Grant	
Unencumbered Balance(s) (prior to expenditure):		
	After Approval of resolution: \$3,821,000 Loan \$3,161,000 Grant	

ATTACHMENTS: 1. Resolution No 11-19-1499, with Attachment A

RECOMMENDATION MOTION:

Move to approve Resolution No. 11-19-1499.

SUMMARY STATEMENT:

In April 2016, the City and Borough of Wrangell applied for a financial assistance under the Rural Development’s Water and Waste Disposal Systems for Rural Communities program for the purpose of financing system improvements to the Water Treatment Plant Improvements project.

In July 2017, the USDA/RD approved a \$3,821,000 loan and a \$3,161,000 grant to the City and Borough of Wrangell for the Water Treatment Plant Improvements DAF project. In order for the USDA/RD to obligate the funds, the CBW was required to sign the Letter of Intent and Obligation within thirty days of notice of award (signed Letter of Intent and Obligation attached).

The delay in requesting that the Wrangell Assembly accept the USDA/RD loan and grant for the project has been the time necessary to seek the remaining outside funding required to fully fund the project. With the recent \$119,000 project contribution from the Water Fund and the award of \$2.9M from the Economic Development Administration (EDA), the project has now received the full funding necessary to move forward and execute the project. Project funding sources are as follows:

Fiscal Note (Funding Sources):

Water Fund Contribution	\$ 119,000
Economic Development Administration	\$2,996,953
Rural Development Direct Loan	\$3,821,000
Rural Development Direct Grant	\$3,131,000

The \$3,821,000 USDA/RD loan has been approved as the funds necessary to provide Wrangell’s local match required for the EDA grant.

The City and Borough of Wrangell is authorized under the Wrangell Charter, Section 6-3 Revenue Bonds, etc. to borrow money and issue revenue bonds for use by a utility or enterprise where the principle and interest associated with repayment of the loan comes exclusively from said utility’s revenues. The repayment of the USDA/RD loan, in the amount of \$3,821,000, will be issued from Water Fund Reserves. A rate schedule must be maintained to adequately provide the income necessary to meet the minimum requirements for operation and maintenance and reserves. At the time USDA/RD performed the underwriting for this loan, they anticipated that rates would need to be set to generate revenues of at least \$907,446. The Water Department anticipates the development of a rate study shortly to determine rates necessary to meet the needs of the water utility.

For review by the Borough Assembly are USDA/RD’s award letter, letter of intent, grant agreement all provided attached hereto as Exhibit A to Resolution No. 11-19-1499.

By accepting the USDA/RD loan award in the amount of \$3,821,000 funds will be made available for the Water Treatment Plant Improvements DAF project under the CIP Fund, revenue Account No. 72300-000-4592-48-72001 with expenditures from the CIP Fund, Account No. 72300-000-7900-48-72001.

By accepting the USDA/RD grant award in the amount of \$3,161,000 funds will be made available for the Water Treatment Plant Improvements DAF project under the CIP Fund, revenue Account No. 72300-000-4592-40-72001 with expenditures from the CIP Fund, Account No. 72300-000-7900-40-72001.

CITY AND BOROUGH OF WRANGELL, ALASKA

RESOLUTION NO. 11-19-1499

A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA AMENDING THE FY 2020 BUDGET IN THE CIP FUND ACCEPTING A LOAN IN THE AMOUNT OF \$3,821,000 AND A GRANT IN THE AMOUNT OF \$3,161,000 FROM THE UNITED STATES DEPARTMENT OF AGRICULTURE, RURAL DEVELOPMENT, FOR THE WATER TREATMENT PLANT IMPROVEMENTS PROJECT, AND AUTHORIZING ITS EXPENDITURE

WHEREAS, the City and Borough of Wrangell submitted an application to the United States Department of Agriculture, Rural Development (USDA/RD) for funding assistance to support the Water Treatment Plant Improvements project; and

WHEREAS, the Assembly of the City and Borough of Wrangell approved pursuit of funding with the USDA/RD, to construct a new water treatment facility with a two-train Dissolved Air Flotation (DAF) treatment system; and

WHEREAS, the USDA/RD provided the City and Borough of Wrangell with a \$3,821,000 loan and a \$3,161,000 grant, both awarded in July 2017, for the Water Treatment Plant Improvements DAF project; and

WHEREAS, the Assembly of the City and Borough of Wrangell accepts the USDA/RD loan in the amount of \$3,821,000 and the USDA/RD grant in the amount of \$3,161,000 for the Water Treatment Plant Improvements DAF project.

WHEREAS, the City and Borough of Wrangell is authorized under the Wrangell Charter, Section 6-3 Revenue Bonds, etc. to borrow money and issue revenue bonds for use by a utility or enterprise where the principle and interest associated with repayment of the loan comes exclusively from said utility's revenues; and

WHEREAS, repayment of the USDA/RD loan, in the amount of \$3,821,000, will be issued from Water Fund revenues, and there is a user fee rate increase expected to be established to cover the repayment of the loan.

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

Section 1: The Assembly of the City and Borough of Wrangell has reviewed the USDA/RD award letter, letter of intent, grant agreement and loan resolution, all provided attached hereto as Exhibit A.

Section 2: The Assembly of the City and Borough of Wrangell amends the FY 2020 Budget in the CIP Fund accepting the USDA/RD loan award revenue in the amount of \$3,821,000 for the Water Treatment Plant Improvements DAF project in Account No. 72300-000-4592-48-72001 and authorizes the Borough Manager to execute its administration and expenditures from CIP Fund, Account No. 72300-000-7900-48-72001.

Section 3: The Assembly of the City and Borough of Wrangell amends the FY 2020 Budget in the CIP Fund accepting the USDA/RD grant award in the amount of \$3,161,000 for the Water Treatment Plant Improvements DAF project into the Water in Account No. 72300-000-4592-40-72001 and authorizes the Borough Manager to execute its administration and expenditures from the CIP Fund, Account No. 72300-000-7900-40-72001.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA this 12th day of November, 2019.

CITY & BOROUGH OF WRANGELL, ALASKA

Steve Prysunka, Mayor

ATTEST: _____
Kim Lane, Borough Clerk



Rural Development

August 23, 2017

Alaska field office

510 L Street
Suite 410
Anchorage, AK
99501

Lisa Von Bargaen, Borough Manager
City and Borough of Wrangell
P.O. Box 531
Wrangell, AK 99929

Voice 907.271.2424
Fax 855.201.1074

Dear Ms. Von Bargaen:

We are pleased to advise you that a loan in the amount of \$3,821,000 and a grant in the amount of \$3,161,000 have been approved for the construction and upgrades to the Water Treatment Plant to house two parallel Dissolved Air Flotation (DAF). The attached form RD 1940-1, "Request for Obligation of Funds", provides evidence of the approval.

Please be sure to meet all requirements set forth in the letter of conditions dated July 13, 2017. If you have any questions, please do not hesitate to contact the undersigned at (907) 271-2424 extension 118.

Sincerely,

TASHA DEARDORFF
Director, CF/Sanitation Programs

Attachment:

Fully Executed RD form 1940-1, Request for Obligation of Funds

USDA is an equal opportunity provider and employer.

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form (PDF), found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.

LETTER OF INTENT TO MEET CONDITIONS

Date 08-02-2017

TO: United States Department of Agriculture

Rural Development

(Name of USDA Agency)

510 L Street, Suite 410
Anchorage, AK 99501

(USDA Agency Office Address)

We have reviewed and understand the conditions set forth in your letter dated 07-13-2017. It is our intent to meet all of them not later than 07-13-2022.

City of Wrangell

(Name of Association)
BY [Signature]
Borough Manager

(Title)

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a persons is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0015 and 0570-0062. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data. needed, and completing and reviewing the collection of information.

REQUEST FOR OBLIGATION OF FUNDS

INSTRUCTIONS-TYPE IN CAPITALIZED ELITE TYPE IN SPACES MARKED () Complete Items 1 through 29 and applicable Items 30 through 34. See FMI.			
1. CASE NUMBER ST CO BORROWER ID 60-024-*****0144		LOAN NUMBER	FISCAL YEAR 2017
2. BORROWER NAME City of Wrangell		3. NUMBER NAME FIELDS (1, 2, or 3 from Item 2)	
P.O.Box 531		4. STATE NAME Alaska	
Wrangell, AK 99929		5. COUNTY NAME Wrangell	
GENERAL BORROWER/LOAN INFORMATION			
6. RACE/ETHNIC CLASSIFICATION 1 - WHITE 2 - BLACK 3 - AI/AN 4 - HISPANIC 5 - A/PI	7. TYPE OF APPLICANT 1 - INDIVIDUAL 2 - PARTNERSHIP 3 - CORPORATION 4 - PUBLIC BODY 5 - ASSOC. OF FARMERS 6 - ORG. OF FARMERS 7 - NONPROFIT-SECULAR 8 - NONPROFIT-FAITH BASED 9 - INDIAN TRIBE 10-PUBLIC COLLEGE/UNIVERSITY 11-OTHER		8. COLLATERAL CODE 1- REAL ESTATE SECURED 2-REAL ESTATE AND CHATTEL 3- NOTE ONLY OR CHATTEL ONLY 4 - MACHINERY ONLY 5 - LIVESTOCK ONLY 6 - CROPS ONLY 7 - SECURED BY BONDS 8 - RLF ACCT
10. SEX CODE 1 - MALE 2-FEMALE 3 - FAMILY UNIT 4 - ORGAN MALE OWNED 5 - ORGAN FEMALE OWNED 6 - PUBLIC BODY	11. MARITAL STATUS 1 - MARRIED 2 - SEPARATED 3 - UNMARRIED (INCLUDES WIDOWED/DIVORCED)	12. VETERAN CODE 1 - YES 2 - NO	9. EMPLOYEE RELATIONSHIP CODE 1 - EMPLOYEE 2 - MEMBER OF FAMILY 3 - CLOSE RELATIVE 4 - ASSOC. 13. CREDIT REPORT 1 - YES 2 - NO
14. DIRECT PAYMENT 2 (See FMI)	15. TYPE OF PAYMENT 3 1 - MONTHLY 2 - ANNUALLY 3 - SEMI-ANNUALLY 4 - QUARTERLY	16. FEE INSPECTION 2 1 - YES 2 - NO	
17. COMMUNITY SIZE 1 - 10 000 OR LESS (FOR SFH AND HPG ONLY) 2 - OVER 10,000		18. USE OF FUNDS CODE (See FMI)	
COMPLETE FOR OBLIGATION OF FUNDS			
19. TYPE OF ASSISTANCE 067 (See FMI)	20. PURPOSE CODE 2	21. SOURCE OF FUNDS	22. TYPE OF ACTION 1 - OBLIGATION ONLY 2 - OBLIGATION/CHECK REQUEST 3 - CORRECTION OF OBLIGATION
23. TYPE OF SUBMISSION 1 1 - INITIAL 2 - SUBSEQUENT	24. AMOUNT OF LOAN 3,821,000.0	25. AMOUNT OF GRANT 3,161,000	
26. AMOUNT OF IMMEDIATE ADVANCE	27. DATE OF APPROVAL MO DAY YR	28. INTEREST RATE 2.625 %	29. REPAYMENT TERMS 40
COMPLETE FOR COMMUNITY PROGRAM AND CERTAIN MULTIPLE-FAMILY HOUSING LOANS			
30. PROFIT TYPE 1 - FULL PROFIT 2 - LIMITED PROFIT 3 - NONPROFIT			
COMPLETE FOR EM LOANS ONLY		COMPLETE FOR CREDIT SALE-ASSUMPTION	
31. DISASTER DESIGNATION NUMBER (See FMI)	32. TYPE OF SALE 1 - CREDIT SALE ONLY 2 - ASSUMPTION ONLY 3 - CREDIT SALE WITH SUBSEQUENT LOAN 4 - ASSUMPTION WITH SUBSEQUENT LOAN		
FINANCE OFFICE USE ONLY		COMPLETE FOR FP LOANS ONLY	
33. OBLIGATION DATE MO DA YR	34. BEGINNING FARMER/RANCHER (See FMI)		

If the decision contained above in this form results in denial, reduction or cancellation of USDA assistance, you may appeal this decision and have a hearing or you may request a review in lieu of a hearing. Please use the form we have included for this purpose.

Position 2

ORIGINAL - Borrower's Case Folder COPY 1 - Finance Office COPY 2 - Applicant/Lender COPY 3 - State Office

CERTIFICATION APPROVAL

Item a.

For All Farmers Programs

EM, OL, FO, and SW Loans

This loan is approved subject to the availability of funds. If this loan does not close for any reason within 90 days from the date of approval on this document, the approval official will request updated eligibility information. The undersigned loan applicant agrees that the approval official will have 14 working days to review any updated information prior to submitting this document for obligation of funds. If there have been significant changes that may affect eligibility, a decision as to eligibility and feasibility will be made within 30 days from the time the applicant provides the necessary information.

If this is a loan approval for which a lien and/or title search is necessary, the undersigned applicant agrees that the 15-working-day loan closing requirement may be exceeded for the purposes of the applicant's legal representative completing title work and completing loan closing.

35. COMMENTS AND REQUIREMENTS OF CERTIFYING OFFICIAL

Subject to the requirements outlined in the grant agreement and letter of conditions.

36. I HEREBY CERTIFY that I am unable to obtain sufficient credit elsewhere to finance my actual needs at reasonable rates and terms, taking into consideration prevailing private and cooperative rates and terms in or near my community for loans for similar purposes and periods of time. I agree to use the sum specified herein, subject to and in accordance with regulations applicable to the type of assistance indicated above, and request payment of such sum. I agree to report to USDA any material adverse changes, financial or otherwise, that occur prior to loan closing. I certify that no part of the sum specified herein has been received. I have reviewed the loan approval requirements and comments associated with this loan request and agree to comply with these provisions.

(For FP loans at eligible terms only) If this loan is approved, I elect the interest rate to be charged on my loan to be the lower of the interest rate in effect at the time of loan approval or loan closing. If I check "NO", the interest rate charged on my loan will be the rate specified in Item 28 of this form. YES NO

WARNING: Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined under this title or imprisoned not more than five years, or both."

Date 8/2, 20 17

Lisa Von Barga
Lisa Von Barga, Borough Manager
(Signature of Applicant)

Date _____, 20 _____

(Signature of Co-Applicant)

37. I HEREBY CERTIFY that all of the committee and administrative determinations and certifications required by regulations prerequisite to providing assistance of the type indicated above have been made and that evidence thereof is in the docket, and that all requirements of pertinent regulations have been complied with. I hereby approve the above-described assistance in the amount set forth above, and by this document, subject to the availability of funds, the Government agrees to advance such amount to the applicant for the purpose of and subject to the availability prescribed by regulations applicable to this type of assistance.

(Signature of Approving Official)

Typed or Printed Name: _____

Date Approved: _____ Title: _____

38. TO THE APPLICANT: As of this date _____, this is notice that your application for financial assistance from the USDA has been approved, as indicated above, subject to the availability of funds and other conditions required by the USDA. If you have any questions contact the appropriate USDA Servicing Office.

Water and Waste System Grant Agreement**United States Department of Agriculture****Rural Utilities Service**

THIS AGREEMENT dated _____, between

City and Borough of Wrangell

a public corporation organized and operating under

(Authorizing Statute)

herein called "Grantee," and the United States of America acting through the Rural Utilities Service, Department of Agriculture, herein called "Grantor," WITNESSETH:

WHEREAS

Grantee has determined to undertake a project of acquisition, construction, enlargement, or capital improvement of a (water) (waste) system to serve the area under its jurisdiction at an estimated cost of \$ 9,051,000.00 and has duly authorized the undertaking of such project.

Grantee is able to finance not more than \$ 5,890,000.00 of the development costs through revenues, charges, taxes or assessments, or funds otherwise available to Grantee resulting in a reasonable user charge.

Said sum of \$ 5,890,000.00 has been committed to and by Grantee for such project development costs.

Grantor has agreed to grant the Grantee a sum not to exceed \$ 3,161,000.00 or 34.92 percent of said project development costs, whichever is the lesser, subject to the terms and conditions established by the Grantor. Provided, however, that the proportionate share of any grant funds actually advanced and not needed for grant purposes shall be returned immediately to the Grantor. The Grantor may terminate the grant in whole, or in part, at any time before the date of completion, whenever it is determined that the Grantee has failed to comply with the Conditions of the grant.

As a condition of this grant agreement, the Grantee assures and certifies that it is in compliance with and will comply in the course of the agreement with all applicable laws, regulations, Executive orders and other generally applicable requirements, including those set out in 7 CFR 3015.205(b), which hereby are incorporated into this agreement by reference, and such other statutory provisions as are specifically set forth herein.

NOW, THEREFORE, In consideration of said grant by Grantor to Grantee, to be made pursuant to Section 306(a) of The Consolidated Farm and Rural Development Act for the purpose only of defraying a part not to exceed 34.92 percent of the project development costs, as defined by applicable Rural Utilities Service instructions.

Grantee Agrees That Grantee Will:

A. Cause said project to be constructed within the total sums available to it, including said grant, in accordance with the project plans and specifications and any modifications thereof prepared by Grantee and approved by Grantor.

B. Permit periodic inspection of the construction by a representative of Grantor during construction.

C. Manage, operate and maintain the system, including this project if less than the whole of said system, continuously in an efficient and economical manner.

D. Make the services of said system available within its capacity to all persons in Grantee's service area without discrimination as to race, color, religion, sex, national origin, age, marital status, or physical or mental handicap (possess capacity to enter into legal contract for services) at reasonable charges, including assessments, taxes, or fees in accordance with a schedule of such charges, whether for one or more classes of service, adopted by resolution dated _____, as may be modified from time to time by Grantee. The initial rate schedule must be approved by Grantor. Thereafter, Grantee may make such modifications to the rate system as long as the rate schedule remains reasonable and nondiscriminatory.

E. Adjust its operating costs and service charges from time to time to provide for adequate operation and maintenance, emergency repair reserves, obsolescence reserves, debt service and debt service reserves.

F. Expand its system from time to time to meet reasonably anticipated growth or service requirements in the area within its jurisdiction.

G. Provide Grantor with such periodic reports as it may require and permit periodic inspection of its operations by a representative of the Grantor.

H. To execute any agreements required by Grantor which Grantee is legally authorized to execute. If any such agreement has been executed by Grantee as a result of a loan being made to Grantee by Grantor contemporaneously with the making of this grant, another agreement of the same type need not be executed in connection with this grant.

I. Upon any default under its representations or agreements set forth in this instrument, Grantee, at the option and demand of Grantor, will repay to Grantor forthwith the original principal amount of the grant stated herein above with the interest at the rate of 5 percentum per annum from the date of the default. Default by the Grantee will constitute termination of the grant thereby causing cancellation of Federal assistance under the grant. The provisions of this Grant Agreement may be enforced by Grantor, at its option and without regard to prior waivers by it previous defaults of Grantee, by judicial proceedings to require specific performance of the terms of this Grant Agreement or by such other proceedings in law or equity, in either Federal or State courts, as may be deemed necessary by Grantor to assure compliance with the provisions of this Grant Agreement and the laws and regulations under which this grant is made.

J. Return immediately to Grantor, as required by the regulations of Grantor, any grant funds actually advanced and not needed by Grantee for approved purposes.

K. Use the real property including land, land improvements, structures, and appurtenances thereto, for authorized purposes of the grant as long as needed.

1. Title to real property shall vest in the recipient subject to the condition that the Grantee shall use the real property for the authorized purpose of the original grant as long as needed.

2. The Grantee shall obtain approval by the Grantor agency for the use of the real property in other projects when the Grantee determines that the property is no longer needed for the original grant purposes. Use in other projects shall be limited to those under other Federal grant programs or programs that have purposes consistent with those authorized for support by the Grantor.

3. When the real property is no longer needed as provided in 1 and 2 above, the Grantee shall request disposition instructions from the Grantor agency or its successor Federal agency. The Grantor agency shall observe the following rules in the disposition instructions:

(a) The Grantee may be permitted to retain title after it compensates the Federal Government in an amount computed by applying the Federal percentage of participation in the cost of the original project to the fair market value of the property.

(b) The Grantee may be directed to sell the property under guidelines provided by the Grantor agency. When the Grantee is authorized or required to sell the property, proper sales procedures shall be established that provide for competition to the extent practicable and result in the highest possible return.

[Revision 1, 04/17/1998]

(c) The Grantee may be directed to transfer title to the property to the Federal Government provided that in such cases the Grantee shall be entitled to compensation computed by applying the Grantee's percentage of participation in the cost of the program or project to the current fair market value of the property.

This Grant Agreement covers the following described real property (use continuation sheets as necessary).

Water treatment plant

L. Abide by the following conditions pertaining to equipment which is furnished by the Grantor or acquired wholly or in part with grant funds. Equipment means tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. A grantee may use its own definition of equipment provided that such definition would at least include all equipment defined above.

[Revision 1, 04/17/1998]

1. Use of equipment.

(a) The Grantee shall use the equipment in the project for which it was acquired as long as needed. When no longer needed for the original project, the Grantee shall use the equipment in connection with its other Federally sponsored activities, if any, in the following order of priority:

1) Activities sponsored by the Grantor.

(2) Activities sponsored by other Federal agencies.

(b) During the time that equipment is held for use on the property for which it was acquired, the Grantee shall make it available for use on other projects if such other use will not interfere with the work on the project for which the equipment was originally acquired. First preference for such other use shall be given to Grantor sponsored projects. Second preference will be given to other Federally sponsored projects.

2. Disposition of equipment. When the Grantee no longer needs the equipment as provided in paragraph (a) above, the equipment may be used for other activities in accordance with the following standards:

(a) Equipment with a current per unit fair market value of less than \$5,000. The Grantee may use the equipment for other activities without reimbursement to the Federal Government or sell the equipment and retain the proceeds.

(b) Equipment with a current per unit fair market value of \$5,000 or more. The Grantee may retain the equipment for other uses provided that compensation is made to the original Grantor agency or its successor. The amount of compensation shall be computed by applying the percentage of Federal participation in the cost of the original project or program to the current fair market value or proceeds from sale of the equipment. If the Grantee has no need for the equipment and the equipment has further use value, the Grantee shall request disposition instructions from the original Grantor agency.

The Grantor agency shall determine whether the equipment can be used to meet the agency's requirements. If no requirement exists within that agency, the availability of the equipment shall be reported, in accordance with the guidelines of the Federal Property Management Regulations (FPMR), to the General Services Administration by the Grantor agency to determine whether a requirement for the equipment exists in other Federal agencies. The Grantor agency shall issue instructions to the Grantee no later than 120 days after the Grantee requests and the following procedures shall govern:

(1) If so instructed or if disposition instructions are not issued within 120 calendar days after the Grantee's request, the Grantee shall sell the equipment and reimburse the Grantor agency an amount computed by applying to the sales proceeds the percentage of Federal participation in the cost of the original project or program. However, the Grantee shall be permitted to deduct and retain from the Federal share ten percent of the proceeds for Grantee's selling and handling expenses.

(2) If the Grantee is instructed to ship the equipment elsewhere the Grantee shall be reimbursed by the benefiting Federal agency with an amount which is computed by applying the percentage of the Grantee participation in the cost of the original grant project or program to the current fair market value of the equipment, plus any reasonable shipping or interim storage costs incurred.

(3) If the Grantee is instructed to otherwise dispose of the equipment, the Grantee shall be reimbursed by the Grantor agency for such costs incurred in its disposition.

3. The Grantee's property management standards for equipment shall also include:

(a) Records which accurately provide for: a description of the equipment; manufacturer's serial number or other identification number; acquisition date and cost; source of the equipment; percentage (at the end of budget year) of Federal participation in the cost of the project for which the equipment was acquired; location, use and condition of the equipment and the date the information was reported; and ultimate disposition data including sales price or the method used to determine current fair market value if the Grantee reimburses the Grantor for its share.

(b) A physical inventory of equipment shall be taken and the results reconciled with the equipment records at least once every two years to verify the existence, current utilization, and continued need for the equipment.

(c) A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft of the equipment. Any loss, damage, or theft of equipment shall be investigated and fully documented.

(d) Adequate maintenance procedures shall be implemented to keep the equipment in good condition.

(e) Proper sales procedures shall be established for unneeded equipment which would provide for competition to the extent practicable and result in the highest possible return.

This Grant Agreement covers the following described equipment(use continuation sheets as necessary).

two parallel dissolved air flotation (DAF) with multimedia filtration, and backwash waste disposal system.

M. Provide Financial Management Systems which will include:

1. Accurate, current, and complete disclosure of the financial results of each grant. Financial reporting will be on an accrual basis.
2. Records which identify adequately the source and application of funds for grant-supported activities. Those records shall contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.
3. Effective control over and accountability for all funds, property and other assets. Grantees shall adequately safeguard all such assets and shall assure that they are used solely for authorized purposes.
4. Accounting records supported by source documentation.

N. Retain financial records, supporting documents, statistical records, and all other records pertinent to the grant for a period of at least three years after grant closing except that the records shall be retained beyond the three-year period if audit findings have not been resolved. Microfilm or photo copies or similar methods may be substituted in lieu of original records. The Grantor and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Grantee's government which are pertinent to the specific grant program for the purpose of making audits, examinations, excerpts and transcripts.

O. Provide information as requested by the Grantor to determine the need for and complete any necessary Environmental Impact Statements.

P. Provide an audit report prepared in accordance with Grantor regulations to allow the Grantor to determine that funds have been used in compliance with the proposal, any applicable laws and regulations and this Agreement.

Q. Agree to account for and to return to Grantor interest earned on grant funds pending their disbursement for program purposes when the Grantee is a unit of local government. States and agencies or instrumentality's of states shall not be held accountable for interest earned on grant funds pending their disbursement.

RUS Bulletin 1780-12
Page 6

R. Not encumber, transfer or dispose of the property or any part thereof, furnished by the Grantor or acquired wholly or in part with Grantor funds without the written consent of the Grantor except as provided in item K above.

S. To include in all contracts for construction or repair a provision for compliance with the Copeland ``Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). The Grantee shall report all suspected or reported violations to the Grantor.

T. To include in all contracts in excess of \$100,000 a provision that the contractor agrees to comply with all the requirements of the Clean Air Act (42 U.S.C. §7414) and Section 308 of the Water Pollution Control Act (33 U.S.C. §1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 of the Clean Air Act and Section 308 of the Water Pollution Control Act and all regulations and guidelines issued thereunder after the award of the contract. In so doing the Contractor further agrees:

[Revision 1, 11/20/1997]

1. As a condition for the award of contract, to notify the Owner of the receipt of any communication from the Environmental Protection Agency (EPA) indicating that a facility to be utilized in the performance of the contract is under consideration to be listed on the EPA list of Violating Facilities. Prompt notification is required prior to contract award.

2. To certify that any facility to be utilized in the performance of any nonexempt contractor subcontract is not listed on the EPA list of Violating Facilities pursuant to 40 CFR Part 32 as of the date of contract award.

[Revision 1, 11/20/1997]

3. To include or cause to be included the above criteria and the requirements in every nonexempt subcontract and that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

As used in these paragraphs the term ``facility" means any building, plan, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised by a Grantee, cooperator, contractor, or subcontractor, to be utilized in the performance of a grant, agreement, contract, subgrant, or subcontract. Where a location or site of operation contains or includes more than one building, plant, installation, or structure, the entire location shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are co-located in one geographical area.

Grantor Agrees That It:

A. Will make available to Grantee for the purpose of this Agreement not to exceed \$ 3,161,000.00 which it will advance to Grantee to meet not to exceed 34.92 percent of the project development costs of the project in accordance with the actual needs of Grantee as determined by Grantor.

B. Will assist Grantee, within available appropriations, with such technical assistance as Grantor deems appropriate in planning the project and coordinating the plan with local official comprehensive plans for sewer and water and with any State or area plans for the area in which the project is located.

C. At its sole discretion and at any time may give any consent, deferment, subordination, release, satisfaction, or termination of any or all of Grantee's grant obligations, with or without valuable consideration, upon such terms and conditions as Grantor may determine to be (1) advisable to further the purpose of the grant or to protect Grantor's financial interest therein and (2) consistent with both the statutory purposes of the grant and the limitations of the statutory authority under which it is made.

Termination of This Agreement

This Agreement may be terminated for cause in the event of default on the part of the Grantee as provided in paragraph I above or for convenience of the Grantor and Grantee prior to the date of completion of the grant purpose. Termination for convenience will occur when both the Grantee and Grantor agree that the continuation of the project will not produce beneficial results commensurate with the further expenditure of funds.

In witness whereof Grantee on the date first above written has caused these presence to be executed by its duly authorized

attested and its corporate seal affixed by its duly authorized

Attest:

By _____
(Title) City Clerk

By CAROL RUSHMORE
(Title) Borough Manager

UNITED STATES OF AMERICA
RURAL UTILITIES SERVICE

By _____
TASHA DEARDORFF (Title)
Program Director

LOAN RESOLUTION
(Public Bodies)

A RESOLUTION OF THE _____

OF THE City and Borough of Wrangell

AUTHORIZING AND PROVIDING FOR THE INCURRENCE OF INDEBTEDNESS FOR THE PURPOSE OF PROVIDING A PORTION OF THE COST OF ACQUIRING, CONSTRUCTING, ENLARGING, IMPROVING, AND/OR EXTENDING ITS

_____ FACILITY TO SERVE AN AREA LAWFULLY WITHIN ITS JURISDICTION TO SERVE.

WHEREAS, it is necessary for the City and Borough of Wrangell
(Public Body)

(herein after called Association) to raise a portion of the cost of such undertaking by issuance of its bonds in the principal amount of

Three Million Eight Hundred Twenty-One Thousand & 00/100

pursuant to the provisions of _____; and

WHEREAS, the Association intends to obtain assistance from the United States Department of Agriculture, (herein called the Government) acting under the provisions of the Consolidated Farm and Rural Development Act (7 U.S.C. 1921 et seq.) in the planning, financing, and supervision of such undertaking and the purchasing of bonds lawfully issued, in the event that no other acceptable purchaser for such bonds is found by the Association:

NOW THEREFORE, in consideration of the premises the Association hereby resolves:

1. To have prepared on its behalf and to adopt an ordinance or resolution for the issuance of its bonds containing such items and in such forms as are required by State statutes and as are agreeable and acceptable to the Government.
2. To refinance the unpaid balance, in whole or in part, of its bonds upon the request of the Government if at any time it shall appear to the Government that the Association is able to refinance its bonds by obtaining a loan for such purposes from responsible cooperative or private sources at reasonable rates and terms for loans for similar purposes and periods of time as required by section 333(c) of said Consolidated Farm and Rural Development Act (7 U.S.C. 1983(c)).
3. To provide for, execute, and comply with Form RD 400-4, "Assurance Agreement," and Form RD 400-1, "Equal Opportunity Agreement," including an "Equal Opportunity Clause," which clause is to be incorporated in, or attached as a rider to, each construction contract and subcontract involving in excess of \$10,000.
4. To indemnify the Government for any payments made or losses suffered by the Government on behalf of the Association. Such indemnification shall be payable from the same source of funds pledged to pay the bonds or any other legal ly permissible source.
5. That upon default in the payments of any principal and accrued interest on the bonds or in the performance of any covenant or agreement contained herein or in the instruments incident to making or insuring the loan, the Government at its option may (a) declare the entire principal amount then outstanding and accrued interest immediately due and payable, (b) for the account of the Association (payable from the source of funds pledged to pay the bonds or any other legally permissible source), incur and pay reasonable expenses for repair, maintenance, and operation of the facility and such other reasonable expenses as may be necessary to cure the cause of default, and/or (c) take possession of the facility, repair, maintain, and operate or rent it. Default under the provisions of this resolution or any instrument incident to the making or insuring of the loan may be construed by the Government to constitute default under any other instrument held by the Government and executed or assumed by the Association, and default under any such instrument may be construed by the Government to constitute default hereunder.
6. Not to sell, transfer, lease, or otherwise encumber the facility or any portion thereof, or interest therein, or permit others to do so, without the prior written consent of the Government.
7. Not to defease the bonds, or to borrow money, enter into any contractor agreement, or otherwise incur any liabilities for any purpose in connection with the facility (exclusive of normal maintenance) without the prior written consent of the Government if such undertaking would involve the source of funds pledged to pay the bonds.
8. To place the proceeds of the bonds on deposit in an account and in a manner approved by the Government. Funds may be deposited in institutions insured by the State or Federal Government or invested in readily marketable securities backed by the full faith and credit of the United States. Any income from these accounts will be considered as revenues of the system.
9. To comply with all applicable State and Federal laws and regulations and to continually operate and maintain the facility in good condition.
10. To provide for the receipt of adequate revenues to meet the requirements of debt service, operation and maintenance, and the establishment of adequate reserves. Revenue accumulated over and above that needed to pay operating and maintenance, debt service and reserves may only be retained or used to make prepayments on the loan. Revenue cannot be used to pay any expenses which are not directly incurred for the facility financed by USDA. No free service or use of the facility will be permitted.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0572-0121. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

11. To acquire and maintain such insurance and fidelity bond coverage as may be required by the Government.
12. To establish and maintain such books and records relating to the operation of the facility and its financial affairs and to provide for required audit thereof as required by the Government, to provide the Government a copy of each such audit without its request, and to forward to the Government such additional information and reports as it may from time to time require.
13. To provide the Government at all reasonable times access to all books and records relating to the facility and access to the property of the system so that the Government may ascertain that the Association is complying with the provisions hereof and of the instruments incident to the making or insuring of the loan.
14. That if the Government requires that a reserve account be established, disbursements from that account(s) may be used when necessary for payments due on the bond if sufficient funds are not otherwise available and prior approval of the Government is obtained. Also, with the prior written approval of the Government, funds may be withdrawn and used for such things as emergency maintenance, extensions to facilities and replacement of short lived assets.
15. To provide adequate service to all persons within the service area who can feasibly and legally be served and to obtain USDA's concurrence prior to refusing new or adequate services to such persons. Upon failure to provide services which are feasible and legal, such person shall have a direct right of action against the Association or public body.
16. To comply with the measures identified in the Government's environmental impact analysis for this facility for the purpose of avoiding or reducing the adverse environmental impacts of the facility's construction or operation.
17. To accept a grant in an amount not to exceed \$ 3,161,000.00

under the terms offered by the Government; that the _____

and _____ of the Association are hereby authorized and empowered to take all action necessary or appropriate in the execution of all written instruments as may be required in regard to or as evidence of such grant; and to operate the facility under the terms offered in said grant agreement(s).

The provisions hereof and the provisions of all instruments incident to the making or the insuring of the loan, unless otherwise specifically provided by the terms of such instrument, shall be binding upon the Association as long as the bonds are held or insured by the Government or assignee. The provisions of sections 6 through 17 hereof may be provided for in more specific detail in the bond resolution or ordinance; to the extent that the provisions contained in such bond resolution or ordinance should be found to be inconsistent with the provisions hereof, these provisions shall be construed as controlling between the Association and the Government or assignee.

The vote was: Yeas _____ Nays _____ Absent _____

IN WITNESS WHEREOF, the _____ of the

City and Borough of Wrangell has duly adopted this resolution and caused it

to be executed by the officers below in duplicate on this _____, _____ day of _____

(SEAL)

By CAROL RUSHMORE

Attest:

Title Borough Manager

Title City Clerk

CERTIFICATION TO BE EXECUTED AT LOAN CLOSING

I, the undersigned, as _____ of the City of Wrangell

hereby certify that the _____ of such Association is composed of _____ members, of whom , _____ constituting a quorum, were present at a meeting thereof duly called and held on the _____ day of _____ ; and that the foregoing resolution was adopted at such meeting

by the vote shown above, I further certify that as of _____ , the date of closing of the loan from the United States Department of Agriculture, said resolution remains in effect and has not been rescinded or amended in any way.

Dated, this _____ day of _____

Title _____

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	November 12, 2019
	<u>Agenda Section</u>	13

RESOLUTION No 11-19-1500 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA AMENDING THE FY 2020 BUDGET IN THE CIP FUND ACCEPTING A GRANT IN THE AMOUNT OF \$2,996,953 FROM THE UNITED STATES ECONOMIC DEVELOPMENT ADMINISTRATION FOR THE WATER TREATMENT PLANT IMPROVEMENTS PROJECT AND AUTHORIZING ITS EXPENDITURE

SUBMITTED BY:

Amber Al-Haddad, Capital Facilities Director

FISCAL NOTE:

Expenditure Required: \$2,996,953		
FY 20: \$	FY 21: \$	FY22: \$
Amount Budgeted:		
	FY20 \$0	
Account Number(s):		
	72300-000-7900-46-72001	
Account Name(s):		
	WTP Improvements Project – EDA Loan	
Unencumbered Balance(s) (prior to expenditure):		
	After approval of resolution: \$2,996,953	

Reviews/Approvals/Recommendations

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

ATTACHMENTS: 1. Resolution No 11-19-1500, with Attachment A

RECOMMENDATION MOTION:

Move to Approve Resolution No. 11-19-1500.

SUMMARY STATEMENT:

The Economic Development Administration (EDA) was established under the Public Works and Economic Development Act of 1965 to provide grants to economically distressed communities to support employment and industrial and commercial growth. The purpose of the EDA Public Works

grant monies is to build, improve, or expand vital public infrastructure and development facilities to enable communities to support existing business, or attract new business that will generate jobs and income for the residents in the area.

Resolution No. 02-18-1394 approved the Dissolved Air Flotation (DAF) system as the solution for the water treatment plant capital improvement project and its associated funding plan, which included funding, through submission of a grant application with the EDA. This funding would serve to fully fund the project in addition to the USDA/RD loan and grant funding provided for the project, along with project contributions from the Water Department Reserves in the amount of \$119,000.

In September 2019, the EDA approved a grant for Wrangell’s Water Treatment Plant Improvements DAF project, grant award #07 01 07472 in the amount of \$2,996,953. This grant requires a grantee match requirement in the amount of \$3,972,707, which is scheduled to come from the Water Fund’s contribution and the USDA loan for the Water Treatment Plant Improvements DAF project.

Project funding sources are as follows:

Fiscal Note (Funding Sources):

Water Fund Contribution	\$ 119,000
Economic Development Administration	\$2,996,953
Rural Development Direct Loan	\$3,821,000
Rural Development Direct Grant	\$3,131,000

For review by the Borough Assembly are EDA’s award letter, financial assistance award, special award conditions, and standard terms and conditions for construction projects, attached hereto as Exhibit A to Resolution No. 11-19-1500.

By accepting the EDA grant award in the amount of \$2,996,953 funds will be made available for the Water Treatment Plant Improvements DAF project under the CIP Fund, revenue Account No. 72300-000-4592-46-72001 with expenditures from the CIP Fund, Account No. 72300-000-7900-46-72001.

CITY AND BOROUGH OF WRANGELL, ALASKA

RESOLUTION NO. 11-19-1500

A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE FY 2020 BUDGET IN THE CIP FUND ACCEPTING A GRANT IN THE AMOUNT OF \$2,996,953 FROM THE UNITED STATES ECONOMIC DEVELOPMENT ADMINISTRATION FOR THE WATER TREATMENT PLANT IMPROVEMENTS PROJECT AND AUTHORIZING ITS EXPENDITURE

WHEREAS, the Economic Development Administration (EDA) was established under the Public Works and Economic Development Act of 1965 to provide grants to economically distressed communities to support employment and industrial and commercial growth; and

WHEREAS, the purpose of the EDA Public Works grant monies is to build, improve, or expand vital public infrastructure and development facilities to enable communities to support existing business, or attract new business that will generate jobs and income for the residents in the area; and

WHEREAS, the Assembly of the City and Borough of Wrangell approved pursuit of funding, through submission of a grant application with the EDA, to construct a new water treatment facility with a two-train Dissolved Air Flotation (DAF) treatment system; and

WHEREAS, the EDA provided the City and Borough of Wrangell with a \$2,996,953 grant award in September 2019 for the Water Treatment Plant Improvements DAF project; and

WHEREAS, the Assembly of the City and Borough of Wrangell accepts the EDA Public Works and Economic Development Facilities Program grant award #07 01 07472 in the amount of \$2,996,953 with a grantee match requirement of \$3,972,707 to come from the USDA loan for the Water Treatment Plant Improvements DAF project.

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

Section 1: The Assembly of the City and Borough of Wrangell has reviewed the EDA award letter, financial assistance award, special award conditions, and standard terms and conditions for construction projects, attached hereto as Exhibit A.

Section 2: The Assembly of the City and Borough of Wrangell amends the FY 2020 Budget in the CIP Fund accepting the Economic Development Administration grant award in the amount of \$2,996.953, for the Water Treatment Plant Improvements DAF project in

revenue Account No. 72300-000-4592-46-72001 and authorizes the Borough Manager to execute its administration and expenditures from CIP Fund, Account No. 72300-000-7900-46-72001.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA this 12th day of November, 2019.

CITY & BOROUGH OF WRANGELL, ALASKA

Steve Prysunka, Mayor

ATTEST: _____
Kim Lane, Borough Clerk



U. S. DEPARTMENT OF COMMERCE

Economic Development Administration
915 Second Avenue, Room 1890
Seattle, WA 98174
Fax: 206.220.7669
Voice: 206.220.7660

Item b.

September 25, 2019

In reply refer to:
Investment No.: 07 01 07472

Ms. Lisa Von Bargaen
Borough Manager
Administration Department
City and Borough of Wrangell
P.O. Box 531
Wrangell, Alaska 99929-0531

Dear Ms. Von Bargaen:

I am pleased to inform you that the Department of Commerce's Economic Development Administration (EDA) has approved your application for an EDA investment to the City and Borough of Wrangell.

Enclosed are three signed copies of the Financial Assistance Award. Your agreement to the terms and conditions of the award should be indicated by the signature of your principal official on each of the signed copies of the Financial Assistance Award. Two of the executed copies should be returned to A. Leonard Smith, Regional Director, Seattle Regional Office, Economic Development Administration, 915 Second Avenue, Room 1890, Seattle, Washington 98174-1012. If not signed and returned within 30 days from the date the Grants Officer signs the agreement, EDA may declare the Award null and void.

Please, do not make any commitments in reliance on this award until you have carefully reviewed and accepted the terms and conditions. Any commitments entered into prior to obtaining the approval of EDA in accordance with its regulations and requirements will be at your own risk.

EDA's mission is to lead the Federal economic development agenda by promoting innovation and competitiveness, preparing American regions for growth and success in the worldwide economy. EDA implements this mission by making strategic investments in the nation's most economically distressed regions that encourage private sector collaboration and the creation of jobs. EDA investments are results driven, embracing the principles of technological innovation, entrepreneurship and regional development.

I share your expectations regarding the impact of this investment and look forward to working with you to meet the economic development needs of your community.

Sincerely,


A. Leonard Smith
Regional Director

Enclosures

c: Shirley Kelly, Economic Development Representative

FORM CD-450
(REV. 10/18)

U.S. DEPARTMENT OF COMMERCE

GRANT COOPERATIVE AGREEMENT

FINANCIAL ASSISTANCE AWARD

FEDERAL AWARD ID NUMBER
07 01 07472; URI: 112108

RECIPIENT NAME
City and Borough of Wrangell

PERIOD OF PERFORMANCE
From Date of Grant Officer's Signature through 60 Months

STREET ADDRESS
P.O. Box 531

FEDERAL SHARE OF COST
\$ 2,996,953.00

CITY, STATE, ZIP CODE
Wrangell, Alaska 99929-0531

RECIPIENT SHARE OF COST
\$ 3,972,707.00

AUTHORITY
42 U.S.C. 3141, Section 201 of the Public Works and Economic Development Act of 1965 (Public Law 89-136), as amended by the Economic Development Administration Reauthorization Act of 2004 (Public Law 108-373)

TOTAL ESTIMATED COST
\$ 6,969,660.00

CFDA NO. AND NAME
11.300 / Public Works and Economic Development Facilities Program

PROJECT TITLE
Wrangell Water Treatment Plant Improvement Project

This Award Document (Form CD-450) signed by the Grants Officer constitutes an obligation of Federal funding. By signing this Form CD-450, the Recipient agrees to comply with the Award provisions checked below and attached. Upon acceptance by the Recipient, the Form CD-450 must be signed by an authorized representative of the Recipient and returned to the Grants Officer. If not signed and returned without modification by the Recipient within 30 days of receipt, the Grants Officer may unilaterally withdraw this Award offer and de-obligate the funds.

- DEPARTMENT OF COMMERCE FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS (30 APRIL 2019)
- R & D AWARD
- FEDERAL-WIDE RESEARCH TERMS AND CONDITIONS, AS ADOPTED BY THE DEPT. OF COMMERCE
- SPECIFIC AWARD CONDITIONS
- LINE ITEM BUDGET
- 2 CFR PART 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS, AS ADOPTED PURSUANT TO 2 CFR § 1327.101
- 48 CFR PART 31, CONTRACT COST PRINCIPLES AND PROCEDURES
- MULTI-YEAR AWARD. PLEASE SEE THE MULTI-YEAR SPECIFIC AWARD CONDITION.
- OTHER(S): U.S. Department of Commerce Economic Development Administration Standard Terms and Conditions for Construction Projects (February 12, 2016)

13 C.F.R. Chapter III, Economic Development Administration, Department of Commerce

SIGNATURE OF DEPARTMENT OF COMMERCE GRANTS OFFICER



A. Leonard Smith, Regional Director

DATE

9.25.19

PRINTED NAME, PRINTED TITLE, AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

DATE

**U.S. DEPARTMENT OF COMMERCE
ECONOMIC DEVELOPMENT ADMINISTRATION**

**STANDARD TERMS AND CONDITIONS
FOR CONSTRUCTION PROJECTS**

Title II of the Public Works and
Economic Development Act of 1965
Public Works and Economic Development Facilities
and
Economic Adjustment Assistance Construction Components



February 12, 2016

TABLE OF CONTENTS

Contents

PREFACE.....6
A. GENERAL REQUIREMENTS AND RESPONSIBILITIES7
1. Purpose.....7
2. Authority and Policies.....7
3. Definitions.....8
4. Grant Recipient as Trustee.....9
5. Reaffirmation of Application and Award Acceptance.....9
6. Noncompliance with Award Provisions.....10
B. FINANCIAL REQUIREMENTS.....10
1. Financial Reports.....10
2. Disbursements.....11
3. Federal and Non-Federal Cost Sharing.....12
4. Budget Revisions and Transfers of Funds Among Budget Categories.....12
5. Indirect Costs and Facilities and Administrative Costs.....13
6. Incurring Costs Prior to Award.....15
7. Incurring Costs or Obligating Federal Funds Beyond the Project Expiration Date.....15
8. Time Extensions.....16
9. Tax Refunds.....16
10. Program Income.....16
C. PROGRAMMATIC REQUIREMENTS.....17
1. Project Progress and Performance Reporting.....17
2. Reporting on Real Property.....18
3. Interim Reporting of Significant Project Developments.....18
4. Government Performance and Results Act Reporting.....18
5. Unsatisfactory Performance.....18
6. Programmatic Changes.....18
7. Other Federal Awards with Similar Programmatic Activities.....19
8. Beneficiary Compliance.....19
9. Prohibition Against Assignment by the Recipient.....19
10. Disclaimer Provisions; Hold Harmless Requirement.....19

11. Prohibition on Use of Third Parties to Secure Award. 20

12. Payment of Attorneys’ or Consultants’ Fees. 20

13. Recipient’s Duty to Refrain from Employing Certain Government Employees..... 20

14. Commencement of Construction and Project Sign. 21

15. Efficient Administration of Project. 21

16. Conflicts-of-Interest Rules. 22

17. Record-Keeping Requirements..... 22

18. Termination Actions..... 24

19. Project Closeout Procedures. 25

20. Freedom of Information Act..... 26

D. ADDITIONAL REQUIREMENTS RELATING TO CONSTRUCTION PROJECTS..... 26

1. The Davis-Bacon Act, as amended (40 U.S.C. §§ 3141–3144, 3146, 3147; 42 U.S.C. § 3212), 26

2. The Contract Work Hours and Safety Standards Act, as amended (40 U.S.C. §§ 3701-3708) 27

3. The National Historic Preservation Act of 1966, as amended (54 U.S.C. § 300101 *et seq.*), and the Advisory Council on Historic Preservation Guidelines (36 CFR part 800)..... 27

4. The Historical and Archeological Data Preservation Act of 1974, as amended (16 U.S.C. § 469a-1 *et seq.*)..... 27

5. The Architectural Barriers Act of 1968, as amended (42 U.S.C. § 4151 *et seq.*)..... 27

6. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. § 4601 *et seq.*) 27

7. The Energy Conservation and Production Act (42 U.S.C. § 6834 *et seq.*) 27

8. Compliance with Local Construction Requirements..... 27

E. NONDISCRIMINATION REQUIREMENTS 27

1. Statutory Provisions 27

2. Other Provisions 28

3. Title VII Exemption for Religious Organizations. 29

F. AUDITS..... 29

1. Organization-Wide, Program-Specific, and Project Audits..... 29

2. Requirement to Submit a Copy of the Audit to EDA..... 31

3. Audit Resolution Process. 31

G. DEBTS..... 32

1. Payment of Debts Owed the Federal Government. 32

2. Late Payment Charges. 32

3. Barring Delinquent Federal Debtors from Obtaining Federal Loans or Loan Insurance Guarantees..... 33

4. Effect of Judgment Lien on Eligibility for Federal Grants, Loans, or Programs..... 33

H. GOVERNMENTWIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT). 33

I. DRUG-FREE WORKPLACE. 33

J. LOBBYING RESTRICTIONS. 33

K. CODES OF CONDUCT AND SUBAWARD, CONTRACT, AND SUBCONTRACT PROVISIONS. 34

 1. Code of Conduct for Recipients. 34

 2. Applicability of Award Provisions to Subrecipients. 35

 3. Competition and Codes of Conduct for Subawards. 36

 4. Applicability of Provisions to Subawards, Contracts, and Subcontracts. 37

 5. Pilot Program for Enhancement of Employee Whistleblower Protections. 38

 6. Small Businesses, Minority Business Enterprises, and Women’s Business Enterprises. 38

 7. Subaward to or Contract with a Federal Agency. 39

 8. EDA Contracting Provisions for Construction Projects. 39

L. PROPERTY. 39

 1. Standards. 39

 2. Title. 39

 3. EDA’s Interest in Award Property. 40

 4. Insurance and Bonding. 42

 5. Leasing Restrictions. 42

 6. Eminent Domain. 43

 7. Disposal of Real Property. 43

M. FEDERAL ENVIRONMENTAL REQUIREMENTS. 43

 1. The National Environmental Policy Act of 1969 (42 U.S.C. § 4321 *et seq.*). 44

 2. National Historic Preservation Act (54 U.S.C. § 300101 *et seq.*). 44

 3. Environmental Quality Improvement Act of 1970, as amended (42 U.S.C. §§ 4371–4375). 44

 4. Clean Air Act (42 U.S.C. § 7401 *et seq.*), Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*) (Clean Water Act), and Executive Order 11738 (“Providing for Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants or Loans”). 44

 5. The Safe Drinking Water Act of 1974, as amended (42 U.S.C. § 300f *et seq.*). 45

 6. Executive Order 11988 (“Floodplain Management”) and Executive Order 11990 (“Protection of Wetlands”). ... 45

 7. The Flood Disaster Protection Act (42 U.S.C. § 4002 *et seq.*), and regulations and guidelines issued thereunder by the U.S. Federal Emergency Management Administration (“FEMA”) or by EDA. 45

 8. The Coastal Zone Management Act (16 U.S.C. § 1451 *et seq.*). 45

 9. The Coastal Barrier Resources Act (16 U.S.C. § 3501 *et seq.*). 45

 10. The Wild and Scenic Rivers Act (16 U.S.C. § 1271 *et seq.*). 45

11. The Fish and Wildlife Coordination Act (16 U.S.C. § 661 *et seq.*)..... 45

12. The Endangered Species Act (16 U.S.C. § 1531 *et seq.*)..... 45

13. The Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA, more commonly known as Superfund) (42 U.S.C. § 9601 *et seq.*), and the Community Environmental Response Facilitation Act (Pub. L. No. 102-426, 42 U.S.C. §§ 9601 note *et seq.* and 9620(h)(4).)..... 46

14. The Resource Conservation and Recovery Act (42 U.S.C. § 6901 *et seq.*)..... 46

15. Executive Order 12898 (“Environmental Justice in Minority Populations and Low-Income Populations”)..... 46

16. The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4821 *et seq.*)..... 46

17. The Farmland Protection Policy Act (7 U.S.C. §§ 4201–4209). 46

18. The Noise Control Act of 1972 (42 U.S.C. § 4901 *et seq.*)..... 46

19. The Native American Graves Protection and Repatriation Act (25 U.S.C. § 3001 *et seq.*)..... 46

N. NOTICE AND EVIDENCE OF COMPLIANCE WITH ALL APPLICABLE ENVIRONMENTAL REQUIREMENTS..... 46

O. MISCELLANEOUS REQUIREMENTS..... 47

1. Criminal and Prohibited Activities..... 47

2. Foreign Travel..... 47

3. American-Made Equipment and Products..... 48

4. Intellectual Property Rights..... 48

5. Increasing Seat Belt Use in the United States..... 50

6. Research Involving Human Subjects..... 50

7. Federal Employee Expenses..... 51

8. Minority Serving Institutions Initiative..... 51

9. Research Misconduct..... 51

10. Publications, Videos, and Acknowledgment of Sponsorship..... 52

11. Care and Use of Live Vertebrate Animals..... 52

12. Homeland Security Presidential Directive 12..... 52

13. Compliance with Department of Commerce Bureau of Industry and Security Export Administration Regulations..... 53

14. The Trafficking Victims Protection Act of 2000 (22 U.S.C. § 7104(g)), as Amended, and the Implementing Regulations at 2 CFR part 175..... 54

15. The Federal Funding Accountability and Transparency Act of 2006 (Pub. L. No. 109-282, 31 U.S.C. § 6101 Note), as Amended by the Government Funding Transparency Act of 2008 (Pub. L. No. 110-252)..... 56

16. Federal Financial Assistance Planning During a Funding Hiatus or Government Shutdown..... 61

**U.S. DEPARTMENT OF COMMERCE
ECONOMIC DEVELOPMENT ADMINISTRATION**

**STANDARD TERMS AND CONDITIONS
FOR CONSTRUCTION PROJECTS**

Title II of the Public Works and
Economic Development Act of 1965
Public Works and Economic Development Facilities
and
Economic Adjustment Assistance Construction Components

PREFACE

This document sets out the Standard Terms and Conditions for Construction Projects (hereinafter referred to as the “Construction Standard Terms and Conditions” or “Construction ST&Cs”) applicable to Economic Development Administration (“EDA”) financial assistance awards. A Recipient of an EDA construction financial assistance award must, in addition to the assurances made as part of the Application, comply and require each of its subrecipients, contractors, and subcontractors employed in the completion of the Project to comply with all applicable statutes, regulations, executive orders, Office of Management and Budget (“OMB”) circulars, provisions of the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (codified at 2 CFR part 200) (“Uniform Guidance”), provisions of these Construction ST&Cs, the EDA-approved Project budget and scope of work, any other incorporated terms and conditions, and approved Applications (collectively, “Terms and Conditions of the Award”).

This Award is subject to the laws and regulations of the United States. Any inconsistency or conflict in the Terms and Conditions specified in this Award will be resolved according to the following order of precedence: public laws, regulations (including applicable notices published in the *Federal Register (Fed. Reg.)*), executive orders, OMB circulars, EDA’s Construction ST&Cs, and special award conditions. A special award condition may amend or take precedence on a case-by-case basis over a Construction ST&C when warranted by specific Project circumstances.

Some of these Construction ST&Cs contain, by reference or substance, a summary of the pertinent statutes or regulations published in the *Federal Register* or the Code of Federal Regulations (“CFR”), executive orders, OMB circulars, or the certifications and assurances provided by applicants through Standard Forms (*e.g.*, Forms SF-424B and SF-424D). To the extent that it is a summary, such provision is not in derogation of, or an amendment to, any such statute, regulation, executive order, OMB circular, or assurance.

**ECONOMIC DEVELOPMENT ADMINISTRATION
STANDARD TERMS AND CONDITIONS
FOR CONSTRUCTION PROJECTS**

Public Works and Economic Development Facilities and
Economic Adjustment Assistance Construction Components

A. GENERAL REQUIREMENTS AND RESPONSIBILITIES.

1. Purpose.

The Economic Development Administration's ("EDA's") grants for (i) public works (42 U.S.C. § 3141) and (ii) construction economic adjustment assistance (42 U.S.C. § 3149) Projects awarded under the Public Works and Economic Development Act of 1965, as amended (42 U.S.C. § 3121 *et seq.*) ("PWEDA") are designed to enhance regional competitiveness and promote long-term economic development in regions experiencing substantial economic distress. EDA provides construction, design, and engineering grants to assist distressed communities and regions revitalize, expand, and upgrade their physical infrastructure to attract new industry, encourage business expansion, diversify local economies, and generate or retain long-term private sector jobs and investment. The requirements set forth in these Construction ST&Cs are applicable to construction, design, and engineering Projects funded in whole or in part by EDA. Any necessary modifications of these requirements will be addressed in special award conditions to accommodate individual Projects. In addition, these Construction ST&Cs apply to construction projects of revolving loan funds ("RLFs") awarded between January 1, 1975 and February 10, 1999 under EDA's Title IX Economic Adjustment Assistance Program, as well as to RLFs funded after February 11, 1999 under section 209 of PWEDA (42 U.S.C. § 3149).

2. Authority and Policies.

EDA is a bureau within the U.S. Department of Commerce ("DOC" or "Department") established under PWEDA. *See* 13 CFR § 300.1 ("Overview of eligibility requirements"). As a Federal agency, EDA is obligated to promulgate regulations and establish policies and procedures to:

- a. Ensure compliance with applicable Federal requirements;
- b. Safeguard the public's interest in the grant assets; and
- c. Promote the effective use of grant funds in accomplishing the purposes for which they were awarded.

The Department or EDA may issue changes from time to time to the regulations and other requirements and policies that apply to this Award. Such changes may upon occasion increase administrative or programmatic flexibility in administering this Award in a manner that is mutually beneficial to EDA and to the non-Federal entity. The implementation of any such regulatory, administrative, or programmatic change in administering this Award requires EDA's prior written approval.

EDA's policy is to administer all awards uniformly; however, there may be special circumstances that warrant a variance. To accommodate these circumstances and to encourage innovative and creative ways to address economic development problems, EDA will consider

requests for variances to the procedures set out in these Construction ST&Cs if they do not conflict with applicable Federal statutory and regulatory requirements, are consistent with the goals of EDA's programs, and make sound economic and financial sense.

3. Definitions.

Whenever used in these Construction ST&Cs, the following words and phrases shall have the following meanings:

- a. "Application" means all forms, documentation, and any information submitted to the Government as part and in furtherance of a request for an Award and includes submissions made in response to information requested by the Government after submission of the initial Application;
- b. "Assistant Secretary" refers to the Assistant Secretary of Commerce for Economic Development;
- c. "Award" refers to the Federal financial assistance that a Recipient receives directly from EDA (*see also* 2 CFR § 200.38);
- d. "Closeout" or "Project Closeout" refers to the process by which the Grants Officer determines that all applicable administrative actions and all required work under the Award have been completed by the Recipient and EDA (*see also* 2 CFR § 200.16);
- e. "Contract" means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the Project or program under this Award. As defined at 2 CFR § 200.22, the term does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward (*see also* 2 CFR § 200.22);
- f. "Contractor" means an entity that receives a contract as defined in this section and at 2 CFR § 200.22 (*see also* 2 CFR § 200.23);
- g. "Department" or "DOC" refers to the U.S. Department of Commerce;
- h. "Government" or "Federal Government" refers to EDA;
- i. "Grants Officer" refers to the official responsible for all business management and administrative aspects of this Award and, under these Construction ST&Cs, is the Regional Director in the appropriate Regional Office;
- j. "Non-Federal entity" is a State, local government, Indian tribe, institution of higher education ("IHE"), or nonprofit organization that carries out a Federal award as a recipient or subrecipient (*see also* 2 CFR § 200.69);
- k. "Pass-through entity" is a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program (*see also* 2 CFR § 200.74);
- l. "Project" refers to the activity for which the EDA grant was awarded;
- m. "Project Officer" refers to the EDA official responsible for technical or other programmatic aspects of the Award. During the post-approval stage of the Award, EDA generally assigns this role to an EDA Engineer/Construction Manager;

- n. “Recipient” is a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term “Recipient” does not include subrecipients (*see also* 2 CFR § 200.86);
- o. “Regional Office” refers to an EDA Regional Office;
- p. “Subaward” means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity (*see also* 2 CFR § 200.92);
- q. “Subrecipient” is a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency (*see also* 2 CFR § 200.92); and
- r. “Terms and Conditions of the Award” is defined in the first paragraph of the Preface above.

Capitalized terms used but not otherwise defined in these Construction ST&Cs have the meanings ascribed to them in EDA’s regulations at 13 CFR §§ 300.3 (“Definitions”), 302.20 (“Civil rights”), 307.8 (“Definitions”), and 314.1 (“Definitions”).

4. Grant Recipient as Trustee.

The Recipient holds grant funds and any EDA-assisted Project property in trust for the purposes for which the Award was made. The Recipient’s obligation to the Federal Government continues for the estimated useful life of the Project, as determined by EDA, during which EDA retains an undivided equitable reversionary interest (the “Federal Interest”) in property acquired or improved, in whole or in part, with the EDA investment. *See* 13 CFR § 314.2 (“Federal Interest”).

If EDA determines that the Recipient fails or has failed to meet this obligation, the Government may exercise any rights or remedies with respect to its Federal Interest in the Project. However, EDA’s forbearance in exercising any right or remedy in connection with the Federal Interest does not constitute a waiver thereof.

The Recipient agrees to provide EDA with information and documentation necessary for EDA to conduct due diligence to ensure the financial integrity and responsibility of the Recipient and key individuals associated with the Recipient in the management or administration of this Award.

5. Reaffirmation of Application and Award Acceptance.

The Recipient acknowledges that the Recipient’s Application for this Award may have been submitted to the Government and signed by the Recipient, or by an authorized representative of the Recipient, electronically without providing an original “wet” signature. In addition, the Recipient, or an authorized representative of the Recipient, may have accepted the Award electronically, which includes drawing down any funds at any time under this Award. Regardless of who submitted the Application to the Government or the means by which the Recipient submitted the Application or accepted the Award, the Recipient hereby reaffirms and states that:

- a. All data in the Application were true and correct when the Application was submitted and remain true and correct as of the date of this Award;

- b. The Application was, as of the date of submission and the date of this Award, duly authorized as required by local law by the governing body of the Recipient; and
- c. The Recipient has read, understood, and will comply with all terms of this Award, including the assurances and certifications submitted with, or attached to, the Application.

The Recipient agrees to immediately notify the Grants Officer of any material changes to the Application within 30 calendar days of the date the Recipient becomes aware of such changes.

6. Noncompliance with Award Provisions.

Failure to comply with the provisions of this Award may be grounds for appropriate enforcement action pursuant to 2 CFR § 200.338 (“Remedies for noncompliance”), including but not limited to:

- a. The imposition of additional Award conditions in accordance with 2 CFR § 200.207 (“Specific conditions”);
- b. Temporarily withholding Award payments pending the correction of the deficiency;
- c. The disallowance of Award costs and the establishment of an account receivable;
- d. Wholly or partially suspending or terminating this Award;
- e. Initiating suspension or debarment proceedings in accordance with 2 CFR parts 180 (“OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)”) and 1326 (“Nonprocurement Debarment and Suspension”);
- f. Withholding further Federal awards for the Project or program; and
- g. Such other remedies as may be legally available. *See also* 2 CFR §§ 200.339 (“Termination”) through 200.342 (“Effects of suspension and termination”).

In addition, failure to comply with the provisions of this Award may adversely impact the availability of funding under other active EDA or Federal awards and may also have a negative impact on the Recipient’s eligibility for future EDA or other Federal awards.

B. FINANCIAL REQUIREMENTS.

1. Financial Reports.

- a. During the period of performance, the Recipient shall submit financial reports as follows or as otherwise specified in the special award conditions.
 - i. *Reports on Award Reimbursements.* In accordance with 2 CFR § 200.327 (“Financial reporting”), the Recipient shall submit a “Federal Financial Report” (Form SF-425 or any successor form) on a semi-annual basis for the periods ending March 31 and September 30, or any portion thereof, unless otherwise specified in a special award condition. Reports are due no later than 30 calendar days following the end of each reporting period, and instructions for completing and submitting Form SF-425 will be discussed during the Project kick-off meeting. Recipients may contact their EDA Project Officer with questions on how to complete or submit the report, if necessary, but they are required to submit reports on time and are encouraged to pose such questions sufficiently

- before the deadline to allow for complete, accurate, and timely submission of required reports.
- ii. *Reports on Award Advances.* While EDA generally does not advance funds, when the agency does so, the Recipient must submit Form SF-425 within 15 business days following the end of each quarter for an award under \$1 million, 15 business days following the end of each month for an award totaling \$1 million or more, or as otherwise specified in a special award condition.
 - b. The Recipient must submit a final financial report using Form SF-425 within 90 calendar days of the expiration date of the Award.
 - c. Noncompliance with the financial reporting requirements will result in appropriate enforcement action under this Award, including but not limited to suspension of Award payments or disallowance of costs.
 - d. Financial reports should be submitted to the Project Officer in electronic format, unless otherwise specified in the special award conditions.

2. Disbursements.

- a. *Method of Payment.* The Grants Officer determines the appropriate method of payment. Unless otherwise specified in a special award condition, the method of payment under this Award will be reimbursement. Payments will be made through electronic funds transfers directly to the Recipient's bank account and in accordance with the requirements of the Debt Collection Improvement Act of 1996 (31 U.S.C. § 3720B *et seq.*). The Award number shall be included on all payment-related correspondence, information, and forms.
 - i. *State Recipients.* Consistent with 2 CFR § 200.305(a) ("Payment"), for States, payments are governed by Treasury-State Cash Management Improvement Act agreements and default procedures codified at 31 CFR part 205 ("Rules and Procedures for Efficient Federal-State Funds Transfers") and *Treasury Financial Manual Volume I, 4A-2000* ("Overall Disbursing Rules for All Federal Agencies").
 - ii. *Recipients Other than States.* Consistent with 2 CFR § 200.305(b), for Recipients other than States, payment methods must minimize the amount of time elapsing between the transfer of funds from the U.S. Treasury or the pass-through entity and the disbursement by the non-Federal entity.
- b. *Disbursement Requests.* The Recipient shall use Form SF-271, "Outlay Report and Request for Reimbursement for Construction Programs," to request reimbursement under the Award. Substantiating invoices and/or vouchers also must be provided. Each request for the disbursement of funds shall be made to the Project Officer. Form SF-271 can be downloaded from OMB's website at www.whitehouse.gov/omb/grants/grants_forms.html.
 - i. *Initial Disbursement Request.* For the initial disbursement only, the Recipient must complete and submit Form SF-3881, "ACH Vendor/Miscellaneous Payment Enrollment Form," along with Form SF-271, to the Project Officer.
 - ii. *Interim Disbursement Requests.* All requests for interim disbursement shall be submitted using Form SF-271 and include substantiating invoices and/or vouchers.

iii. *Final Disbursement Request.* See section C.19 “Project Closeout Procedures” in these Construction ST&Cs.

3. Federal and Non-Federal Cost Sharing.

- a. For purposes of this Award, the Federal share is the amount of EDA funds invested under the Award, while the non-Federal share, or “Matching Share,” means non-EDA funds and any in-kind contributions that are approved by EDA and provided by the Recipient or by third parties as a condition of the Award. Awards that include a Federal and non-Federal share incorporate an estimated budget consisting of shared allowable costs. If actual allowable costs are less than the total approved estimated budget, the Federal share and Matching Share shall be calculated by applying the approved Federal and non-Federal cost share ratios to actual allowable costs. See 13 CFR §§ 305.10 (“Bid underrun and overrun”) and 308.1 (“Use of funds in projects constructed under projected cost”). As noted below in section B.4 “Budget Revisions and Transfers of Funds Among Cost Categories” of these Construction ST&Cs, if actual allowable costs are greater than the total approved estimated budget, the Federal share shall not exceed the total Federal dollar amount authorized by this Award.
- b. The Matching Share, whether cash or in-kind, shall be paid out at the same general rate as the Federal share. Exceptions to this requirement may be granted by the Grants Officer based on sufficient documentation demonstrating previously determined plans for, or later commitment of, cash or in-kind contributions. In any case, the Recipient must meet its non-Federal cost share commitment over the Award period of performance; failure to do so may result in the assignment of special award conditions or other further action as specified in section A.6 “Noncompliance with Award Provisions” of these Construction ST&Cs.
- c. The Recipient must create and maintain sufficient records justifying the required Matching Share to facilitate questions, audits, and other inquiries necessary to meet EDA’s requirements to safeguard Federal funds, and must provide these records if requested by EDA, auditors, or other Federal parties. See also section C.17 “Record-Keeping Requirements” of these Construction ST&Cs. EDA may disallow undocumented costs. See 2 CFR § 200.306 for additional requirements regarding cost sharing.
- d. The Recipient shall show that the Matching Share is committed to the Project, available as needed, and not conditioned or encumbered in any way that precludes its use consistent with the requirements of EDA Investment Assistance. See 13 CFR § 301.5 (“Matching share requirements”).

4. Budget Revisions and Transfers of Funds Among Budget Categories.

The EDA-approved budget is the budget plan for the Project. The Recipient must notify EDA of deviations from the budget or program plans in accordance with 2 CFR § 200.308 (“Revision of budget and program plans”), including any change in scope of work or the objective of the Project (even if there is no associated budget revision requiring prior written approval). If prior written approval is not required under 2 CFR § 200.308, the Recipient may request the Grants Officer’s review of and guidance on proposed revisions to the budget.

- a. Requests for budget revisions to the EDA-approved budget in accordance with the provisions below must be submitted through the Project Officer to the Grants Officer, who shall make the final determination on such requests and notify the Recipient in writing.
- b. In accordance with 2 CFR § 200.308(g), EDA’s prior written approval and an amendment executed by the Grants Officer and the Recipient using Form CD-451 or any successor form are required for budget revisions when:
 - i. The revision results from changes in the scope or the objective of the Project;
 - ii. The need arises for additional EDA funds to complete the Project;
 - iii. The Federal share exceeds \$150,000 and the cumulative amount of transfers among direct cost categories exceeds or is expected to exceed 10 percent of the total budget as last approved by EDA; and
 - iv. A revision is desired that involves specific costs for which prior written approval requirements may be imposed consistent with applicable cost principles listed in subpart E of 2 CFR part 200 (“Cost Principles”).
- c. When an Award supports both construction and non-construction work, the Recipient must obtain prior written approval from the Grants Officer before making any fund or budget transfers from non-construction to construction or vice versa. *See* 2 CFR § 200.308(g)(5).
- d. Transfers shall not be permitted if such transfers would cause any Federal appropriation, or part thereof, to be used for purposes other than those intended. This transfer authority does not authorize the Recipient to create new budget categories within an approved budget unless the Grants Officer has provided prior written approval. *See* 2 CFR § 200.308.
- e. *Project Underrun Amounts.* Underrun amounts shall be transferred to the contingencies line item. Contingency funds are to be used to address situations resulting from unknown conditions and changes required for the fulfillment of authorized activities under this Award. EDA may approve the use of underrun funds to increase the Federal share of the Project or further improve the Project, as long as EDA determines that the use is consistent with the original purpose of the approved EDA investment. *See* 13 CFR § 308.1 (“Use of funds in projects constructed under projected cost”).
- f. *Additional EDA Funding in Case of Project Overrun Amounts.* In accepting this Award, the Recipient agrees to fund any overrun amounts from non-Federal sources. Additional EDA assistance for the Project may not be approved.

5. Indirect Costs and Facilities and Administrative Costs.

- a. Indirect costs, or facilities and administrative (“F&A”) costs for educational institutions, are generally not applicable under this Award. See the definition of indirect costs at 2 CFR § 200.56 (“Indirect (facilities & administrative (F&A)) costs”).
- b. When indirect costs are applicable, they will not be allowable charges against the Award unless approved under the Award and specifically included as a line item in the Award’s approved budget.
- c. Excess indirect costs may not be used to offset unallowable direct costs.

- d. Under 2 CFR § 200.306(c) (“Cost sharing or matching”), unrecovered indirect costs, including indirect costs on cost sharing or matching, may be included as part of cost sharing or matching only with the prior written approval of EDA.
- e. *Cognizant Agency for Indirect (F&A) Costs.* OMB established the cognizant agency concept, under which a single agency represents all others in dealing with Recipients in common areas, including reviewing and approving indirect cost rates applicable to Federal grants.
 - i. *Determining the Cognizant Agency for Non-Commercial Organizations.* In accordance with 2 CFR § 200.19 (“Cognizant agency for indirect costs”), the cognizant agency for indirect costs is the Federal agency responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals on behalf of all Federal agencies. Approved rates must be accepted by other agencies, unless a Federal statute or regulation requires use of a different rate or a Federal agency awarding head or delegate approves a different rate in accordance with 2 CFR § 200.414(c) (“Indirect (F&A) costs”).

If indirect costs are permitted, but the Recipient has not previously established an indirect cost rate with a Federal agency, the Recipient may consult Appendices III–VII to 2 CFR part 200 for information on determining the relevant cognizant agency and developing and submitting indirect (F&A) cost rate proposals and cost allocation plans:

- (1) Appendix III to 2 CFR part 200 – Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Institutions of Higher Education (IHEs);
 - (2) Appendix IV to 2 CFR part 200 – Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations;
 - (3) Appendix V to 2 CFR part 200 – State/Local Government and Indian Tribe-Wide Central Service Cost Allocation Plans;
 - (4) Appendix VI to 2 CFR part 200 – Public Assistance Cost Allocation Plans; and
 - (5) Appendix VII to 2 CFR part 200 – States and Local Government and Indian Tribe Indirect Cost Proposals.
- ii. *General Review Procedures When DOC Is the Cognizant Agency.*
 - (1) Within 90 days of the Award start date the Recipient shall submit to the Grants Officer any documentation (indirect cost proposal, cost allocation plan, etc.) necessary to allow the agency to perform the indirect cost rate proposal review.
 - (2) The Recipient may use the fixed rate proposed in the indirect cost plan as a provisional rate until DOC provides a response to the submitted plan.
 - iii. *When DOC Is Not the Oversight or Cognizant Agency.* When the cognizant Federal agency is not DOC, the non-Federal entity shall provide the Grants Officer with a copy of a negotiated rate agreement or a copy of the transmittal letter submitted to the cognizant or oversight Federal agency requesting a negotiated rate agreement.
- f. If the Recipient entity fails to submit required documentation to DOC within 90 days of the Award start date, the Grants Officer may amend the Award to preclude the recovery of any indirect costs under the Award. If the DOC, oversight, or cognizant Federal agency determines there is a finding of good and sufficient cause to excuse the Recipient’s delay in

submitting the documentation, an extension of the 90-day due date may be approved by the Grants Officer.

- g. The maximum dollar amount of allocable indirect costs for which DOC will reimburse the recipient shall be the lesser of:
 - i. The line item amount for the Federal share of indirect costs contained in the approved Award budget, including all budget revisions approved in writing by the Grants Officer; or
 - ii. The Federal share of the total indirect costs allocable to the Award based on the indirect cost rate approved by the cognizant agency for indirect costs and applicable to the period in which the cost was incurred, provided that the rate is approved on or before the Award end date.
- h. In accordance with 2 CFR § 200.414(g) (“Indirect (F&A) costs”), any Recipient that has a negotiated indirect cost rate may apply to the entity’s cognizant agency for indirect costs for a one-time extension of a currently negotiated indirect cost rate for a period of up to four years, reducing the frequency of rate calculations and negotiations between an institution and its cognizant agency.
- i. Any Recipient that has never received a negotiated indirect cost rate, except for those Recipients described in Paragraph D.1.b of Appendix VII to 2 CFR part 200 (specifically, a governmental department or agency that receives more than \$35 million in direct Federal funding), may elect to charge a *de minimis* rate of 10 percent of modified total direct costs. See 2 CFR § 200.414(f).

6. Incurring Costs Prior to Award.

Project activities carried out prior to EDA’s approval of this Award shall be carried out at the sole risk of the Recipient. Such activity may result in the rejection of the Application, the disallowance of costs, or other adverse consequences as a result of noncompliance with EDA or Federal law, including but not limited to procurement requirements, civil rights requirements, Federal labor standards, or environmental and historic preservation requirements. The Grants Officer must authorize pre-award costs in writing, and such costs must also be allowable under relevant Federal cost principles and the specific Award terms and be included in the EDA approved budget. Pre-award costs not included in the authorized budget are not allowable and may not be reimbursed. See 13 CFR § 302.8 (“Pre-approval Investment Assistance costs”).

7. Incurring Costs or Obligating Federal Funds Beyond the Project Expiration Date.

- a. The Recipient shall not incur costs or obligate funds for any purpose pertaining to the Project, program, or activities beyond the authorized period of performance documented in the Award agreement, unless a written time extension of this Award is granted by the Grants Officer. The only costs that are authorized for a period of up to 90 calendar days following the end date of the period of performance are those strictly associated with Closeout activities. Closeout activities are generally limited to the preparation of final progress, financial, and required Project audit reports unless otherwise approved in writing by the Grants Officer. The Grants Officer may approve extensions of the 90 calendar-day Closeout period upon a request by the Recipient as provided in 2 CFR § 200.343 (“Closeout”), as applicable.

- b. The Recipient shall adhere to the development time schedule and time limits set out in the special award conditions if they differ from those provided in these Construction ST&Cs.
- c. Neither DOC nor EDA has any obligation to provide any additional prospective funding. Any amendment of the Award to increase funding and to extend the period of performance is at the sole discretion of DOC and/or EDA.

8. Time Extensions.

- a. Unless otherwise authorized in 2 CFR § 200.308 (“Revision of budget and program plans”), or a special award condition, any extension of the period of performance can only be authorized by the Grants Officer in writing. A verbal or written assurance of funding from other than the Grants Officer, including Regional Office staff other than the Grants Officer, does not constitute authority to obligate funds for programmatic activities beyond the expiration date of the period of performance.
- b. The Recipient is responsible for implementing the Project in accordance with the development time schedule contained in this Award. As soon as the Recipient becomes aware that it will not be possible to meet the development time schedule, the Recipient must notify the Grants Officer. The Recipient’s notice to EDA must contain the following:
 - i. An explanation of the Recipient’s inability to complete work by the specified date (*e.g.*, a lengthy period of unusual weather delayed the contractor’s ability to excavate the site, major re-engineering required in order to obtain State or Federal approvals, unplanned environmental mitigation required);
 - ii. A statement that no other changes to the Project are contemplated;
 - iii. Documentation that demonstrates there is still a bona fide need for the Project; and
 - iv. A statement that no further delay is anticipated and that the Project can be completed within the revised time schedule.

EDA reserves the right to withhold disbursements while the Recipient is not in compliance with the time schedule and to suspend or terminate this Award if the Recipient fails to proceed with reasonable diligence to accomplish the Project as intended.

9. Tax Refunds.

Refunds of Federal Insurance Contributions Act (“FICA”) or Federal Unemployment Tax Act (“FUTA”) taxes received by the Recipient during or after the period of performance must be refunded or credited to DOC where the benefits were financed with Federal funds under the Award. The Recipient agrees to contact the Grants Officer immediately upon receipt of these refunds. The Recipient further agrees to refund portions of FICA/FUTA taxes determined to belong to the Federal Government, including refunds received after the expiration of the Award period of performance.

10. Program Income.

For Projects that generate rental revenue (*e.g.*, buildings or real property constructed or improved for the purpose of renting or leasing space), the Recipient agrees, for the estimated useful life (as

determined by EDA) of the EDA-assisted facility, to use such income generated from the rental or lease of any Project facility in the following order of priority:

- a. Administration, operation, maintenance, and repair of Project facilities in a manner consistent with good property management practice and in accordance with established building codes. This includes, where applicable, repayment of indebtedness resulting from any EDA approved encumbrance (*e.g.*, approved mortgage) on the EDA-assisted facility.
- b. Economic development activities that are authorized for support by EDA, provided such activities meet the economic development purposes of PWEDA.
- c. Any income in excess of paragraphs a. and b. of this section must be deducted from total allowable Project costs in accordance with 2 CFR § 200.307(e).

See 2 CFR § 200.307 (“Program income”).

C. PROGRAMMATIC REQUIREMENTS.

1. Project Progress and Performance Reporting.

- a. Project progress reports must be submitted in accordance with the procedures set out in 2 CFR § 200.328 (“Monitoring and reporting program performance”), as applicable, and as indicated below. Failure to submit required reports in a timely manner may result in the withholding of payments under this Award; deferral of processing of new awards, amendments, or supplemental funding pending the receipt of the overdue reports; or the establishment of an account receivable for the difference between the total Federal share of outlays last reported and the amount disbursed. *See* 13 CFR § 302.18 (“Post-approval requirements”).
- b. Unless otherwise specified in this Award, the Project progress report will contain the following information for each Project program, function, or activity:
 - i. A comparison of planned and actual accomplishments according to the timetable or list of Project objectives in this Award;
 - ii. An explanation of any delays or failures to meet the Project timetable or Project goals; and
 - iii. Any other pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

Project progress reports shall be submitted for each calendar quarter to the Project Officer. Each Project progress report must be submitted in accordance with the deadlines outlined in the special award conditions, or, where not otherwise specified, Project progress reports will be due on a quarterly basis not later than January 31, April 30, July 31, and October 31 for the immediate previous quarter. The final Project progress report shall be submitted to EDA no more than 90 calendar days after the Project Closeout date. This reporting requirement begins with the Recipient’s acceptance of this Award and ends when EDA approves Project Closeout.

The Recipient shall submit quarterly Project progress reports to the EDA Project Officer electronically unless otherwise specified in the special award conditions.

2. Reporting on Real Property.

The Recipient must submit reports (using Form SF-429 “Real Property Status Report” or any successor form) at least annually on the status of real property in which EDA retains an interest, unless the Federal interest in the real property extends 15 years or longer. When EDA’s interest extends for a period of 15 years or more, EDA, at its option, may require the Recipient to report at various multi-year frequencies (*e.g.*, every two years or every three years, not to exceed a five-year reporting period; or annual reporting for the first three years of the Award and thereafter every five years). *See* 2 CFR § 200.329 (“Reporting on real property”) and section L.3.h “EDA’s Interest in Award Property” of these Construction ST&Cs.

3. Interim Reporting of Significant Project Developments.

The Recipient must report any event that will or may have a significant impact upon the Project, including delays or adverse conditions that materially may affect the ability of the Recipient to attain Project objectives within established time periods or meet the development time schedule. The Recipient should report such events to the Project Officer in the most time-expedient way possible and then, if the initial report was not in writing, report the event to the Project Officer in writing. Such a report shall include a statement of the event or issue, a statement of the course of action taken or contemplated to resolve the matter, and any Federal assistance needed to resolve the situation. If budget changes are required, the Recipient must submit a written budget revision request. *See* 2 CFR § 200.328(d) (“Monitoring and reporting program performance”).

4. Government Performance and Results Act Reporting.

In addition to quarterly Project progress reports, EDA may require the Recipient to report on Project performance beyond the Project Closeout date for Government Performance and Results Act (“GPRA”) purposes. In no case shall the Recipient be required to submit any report more than ten years after the Project Closeout date. Data used by the Recipient in preparing reports shall be accurate and, whenever possible, from independent sources. *See* 13 CFR § 302.16 (“Accountability”).

5. Unsatisfactory Performance.

Failure to perform the work in accordance with the Terms and Conditions of the Award and maintain at least satisfactory performance may result, at EDA’s discretion, in the assignment of additional award conditions pursuant to 2 CFR § 200.207 (“Specific conditions”) or other appropriate enforcement actions as specified in 2 CFR § 200.338 (“Remedies for noncompliance”). *See also* section A.6 “Noncompliance with Award Provisions” of these Construction ST&Cs.

6. Programmatic Changes.

- a. In accordance with 2 CFR § 200.308 (“Revisions of budget and program plans”), the Recipient shall report programmatic changes, including all changes to the scope of the Award, to the Project Officer. In accordance with section B.4 “Budget Revisions and Transfers of Funds Among Budget Categories” of these Construction ST&Cs, certain budget revisions require the prior written approval of EDA. In these cases, the Project Officer will

forward the request to the Grants Officer, who makes the final decision on approving the request. In addition, the Recipient shall request prior written approvals for certain items of cost in accordance with 2 CFR § 200.407 (“Prior written approval (prior approval”).

- b. Any changes made to the Project without EDA’s approval are made at the Recipient’s risk of nonpayment of costs, suspension, termination, or other EDA action with respect to the Award. *See* 13 CFR § 302.7(b) (“Amendments and changes”).
- c. *Contract Change Orders.* After construction contracts for the Project have been executed, it may become necessary to alter them, which requires a formal contract change order that must be issued by the Recipient and accepted by the contractor. All contract change orders must be reviewed by EDA, even if EDA is not participating in the cost of the change order or the contract price is to be reduced. Work on the Project may continue pending EDA review and approval of the change order, but all such work shall be at the Recipient’s risk as to whether the cost of the work is eligible for EDA participation until the Recipient receives EDA’s written approval for the change order. *See* 13 CFR § 305.13 (“Contract change orders”).

7. Other Federal Awards with Similar Programmatic Activities.

The Recipient shall immediately notify the Project Officer and the Grants Officer in writing if, after receipt of this Award, other financial assistance is received to support or fund any portion of the scope of work incorporated into this Award. EDA will not pay for costs that are funded by other sources.

8. Beneficiary Compliance.

In the event a beneficiary of the Project fails to comply in any manner with certifications, assurances, or agreements that such beneficiary has entered into in accordance with EDA’s requirements, the Recipient will reimburse the Government the Award amount or an amount to be determined by the Government pursuant to 13 CFR §§ 314.4 (“Unauthorized use of property”) and 314.5 (“Federal share”). Where the Government determines that the failure of a beneficiary to comply with EDA requirements affects a portion of the property benefited by the Award, the Recipient will reimburse the Government proportionately.

9. Prohibition Against Assignment by the Recipient.

The Recipient shall not transfer, pledge, mortgage, or otherwise assign the Award, or any interest therein, or any claim arising thereunder, to any party or parties, banks, trust companies, or other financing or financial institutions without the express prior written approval of the Grants Officer, which approval may be provided in a special award condition.

10. Disclaimer Provisions; Hold Harmless Requirement.

- a. The United States expressly disclaims any and all responsibility or liability to the Recipient, subrecipient, or third persons for the actions of the Recipient, subrecipient, or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this Award or any subaward or subcontract under this Award.

- b. The acceptance of this Award or any subaward by the Recipient or subrecipient does not in any way constitute an agency relationship between the United States and the Recipient or subrecipient.
- c. To the extent permitted by law, the Recipient agrees to indemnify and hold the Government harmless from and against all liabilities that the Government may incur as a result of providing an award to assist, directly or indirectly, in the preparation of the Project site or construction, renovation, or repair of any facility on the Project site, to the extent that such liabilities are incurred because of toxic or hazardous contamination or groundwater, surface water, soil, or other conditions caused by operations of the Recipient or any of its predecessors (other than the Government or its agents) on the property. *See* 13 CFR § 302.19 (“Indemnification”).

11. Prohibition on Use of Third Parties to Secure Award.

Unless otherwise specified in the special award conditions to this Award, the Recipient warrants that no person or selling agency has been employed or retained to solicit or secure this Award upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by the Recipient for the purpose of securing business. For breach or violation of this warrant, the Government has the right to annul this Award without liability, or at its discretion, to deduct from the Award sum, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

12. Payment of Attorneys’ or Consultants’ Fees.

No Award funds shall be used, directly or indirectly, to reimburse attorneys’ or consultants’ fees incurred in connection with obtaining Investment Assistance under PWEDA, such as, for example, preparing the Application for EDA Investment Assistance. However, ordinary and reasonable attorneys’ and consultants’ fees incurred for meeting Award requirements (*e.g.*, conducting a title search or preparing plans and specifications) may be eligible Project costs and may be paid out of Award funds, provided such costs are otherwise eligible. *See* 13 CFR § 302.10 (“Attorneys’ and consultants’ fees, employment of expeditors, and post-employment restriction”).

13. Recipient’s Duty to Refrain from Employing Certain Government Employees.

- a. Pursuant to section 606(2) of PWEDA (42 U.S.C. § 3216), for the two-year period beginning on the date EDA executes this Award, any Recipient that is a nonprofit organization, District Organization, or for-profit entity agrees that it will not employ, offer any office or employment to, or retain for professional services any person who:
 - i. On the date the Government executes this Award or within the one-year period ending on that date, served as an officer, attorney, agent, or employee of the Department, and
 - ii. Occupied a position or engaged in activities that the Assistant Secretary determines involved discretion with respect to the awarding of Investment Assistance under PWEDA.

- b. In addition to the types of Recipients noted in paragraph a above, EDA may require another Eligible Applicant to execute an agreement to abide by the above-described post-employment restriction on a case-by-case basis—for example, when an institution of higher education implements activities under or related to the Investment Assistance through a separate nonprofit organization or association.
- c. The two-year period and associated restrictions referenced above also shall apply beginning on the date that EDA executes any cost amendment to this Award that provides additional funds to the Recipient.

See also 13 CFR § 302.10 (“Attorneys’ and consultants’ fees, employment of expeditors, and post-employment restriction”).

14. Commencement of Construction and Project Sign.

- a. *Delayed Construction Starts.* If significant construction (as determined by EDA) is not commenced within two years of the Award date or by the date estimated for start of construction in this Award (or the expiration of any extension granted in writing by EDA), whichever is later, this Award will be automatically suspended and may be terminated if EDA determines, after consultation with the Recipient, that construction to completion cannot reasonably be expected to proceed promptly and expeditiously.
- b. *Early Construction Starts.* The Recipient shall make a written request to EDA for early construction start permission (that is, after the date of Award, but before EDA gives formal approval for construction to commence). For Project costs to be eligible for EDA reimbursement, EDA must determine that the award of all contracts necessary for design and construction of the Project facilities is in compliance with the Terms and Conditions of this Award. If construction commences prior to EDA’s determination, the Recipient proceeds at its own risk until EDA’s review and concurrence. *See* 13 CFR § 305.11 (“Contract awards; early construction start”).
- c. *Project Sign.* The Recipient is responsible for constructing, erecting, and maintaining in good condition throughout the construction period a sign (or signs) in a conspicuous place at the Project site indicating that the Federal Government is participating in the Project. EDA will provide specifications for the sign and may require more than one sign if site conditions so warrant. If the EDA-recommended sign specifications conflict with State or local law, the Recipient may modify such recommended specifications so as to comply with State or local law. *See* 13 CFR § 305.12 (“Project sign”).

15. Efficient Administration of Project.

The Recipient agrees to properly and efficiently administer, operate, and maintain the Project for its estimated useful life, as required by section 504 of PWEDA (42 U.S.C. § 3194). If the Government determines, at any time during the estimated useful life of the facility, that the Project is not being properly and efficiently administered, operated, and maintained, the Government may terminate this Award (if it is still active) and/or may take appropriate enforcement action to protect the Federal Interest in the Project, including requiring the Recipient to repay the Federal Share. *See* 13 CFR §§ 302.12 (“Project administration, operation and maintenance”), 302.18 (“Post-approval requirements”), and 314.2 (“Federal interest”) through 314.5 (“Federal share”).

16. Conflicts-of-Interest Rules.

- a. An “Interested Party” is defined in 13 CFR § 300.3 (“Definitions”) as “any officer, employee, or member of the board of directors or other governing board of the Recipient, including any other parties that advise, approve, recommend, or otherwise participate in the business decisions of the Recipient, such as agents, advisors, consultants, attorneys, accountants, or shareholders.” An Interested Party includes the Interested Party’s “Immediate Family” (defined in 13 CFR § 300.3 as “a person’s spouse (or domestic partner or significant other), parents, grandparents, siblings, children and grandchildren, but does not include distant relatives, such as cousins, unless the distant relative lives in the same household as the person”) and other persons directly connected to the Interested Party by law or through a business organization.
- b. The Recipient must disclose in writing any potential conflicts of interest to EDA or the pass-through entity. In addition, the Recipient must maintain written standards of conduct to establish safeguards to prohibit an Interested Party from using its position for a purpose that constitutes or presents the appearance of personal or organizational conflicts-of-interest or of personal gain in the administration of an award. *See* 13 CFR § 302.17(a) and (b) (“Conflicts of interest”), 2 CFR § 200.112 (“Conflict of interest”), as applicable, and Forms SF-424B (“Assurances – Non-Construction Projects”) and SF-424D (“Assurances – Construction Projects”).
- c. An Interested Party must not receive any direct or indirect financial or personal interests or benefits in connection with this Award or its use for payment or reimbursement of costs by or to the Recipient. A financial interest or benefit may include employment, stock ownership, a creditor or debtor relationship, or prospective employment with the organization selected or to be selected for a subaward. An appearance of impairment of objectivity could result from an organizational conflict where, because of other activities or relationships with other persons or entities, a person is unable or potentially unable to render impartial assistance, services, or advice. It also could result from non-financial gain to the individual, such as benefit to reputation or prestige in a professional field. *See* 13 CFR § 302.17(a) and (b).
- d. Procurement-related conflicts of interest. In addition, in accordance with 2 CFR § 200.318(c) (“General procurement standards”), the Recipient must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award, and administration of contracts. *See* 2 CFR §§ 200.317–200.326 (“Procurement Standards”).

17. Record-Keeping Requirements.

- a. *Records.* The Recipient must maintain records that document compliance with the Terms and Conditions of this Award. At a minimum, the Recipient’s records must fully disclose:
 - i. The amount and disposition of EDA investment assistance;
 - ii. All Project expenditures and procurement actions;
 - iii. The total cost of the Project that the Award funds;
 - iv. Copies of all reports and disbursement requests submitted to EDA;

- v. The benefits/impacts of the Project, as reported through GPRA and other reports to EDA;
 - vi. The amount and nature of the portion of Project costs provided by non-EDA sources;
 - vii. Contractor compliance with applicable Federal requirements; and
 - viii. Such other records as EDA determines will facilitate an effective audit.
- b. *Records Retention.* In general and in accordance with 2 CFR § 200.333 (“Retention requirements for records”), all records pertinent to this Award must be retained for a period of three years from the date of submission of the final Project expenditure report (the final Form SF-271 for disbursement). The only exceptions are the following:
- i. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final actions taken.
 - ii. When the Recipient is notified in writing by EDA, the cognizant agency for either audit or indirect costs, the oversight agency for audit, or the relevant pass-through entity to extend the retention period, it must retain the records as directed.
 - iii. Records for real property and equipment acquired with Federal funds must be retained for three years after final disposition of the relevant real property or equipment.
 - iv. When records are transferred or maintained by EDA, the three-year retention requirement is not applicable to the Recipient.
 - v. Records for program income transactions after the period of performance. In some cases Recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the Recipient’s fiscal year in which the program income is earned.
 - vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).
 - (1) *If submitted for negotiation.* If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the three-year retention period for its supporting records starts from the date of such submission.
 - (2) *If not submitted for negotiation.* If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the three-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.
- c. *Monitoring and Reporting Obligations.* The Recipient is responsible for monitoring any subrecipients and contractors to ensure their compliance with the records retention requirements. The Recipient must immediately notify the Project Officer if records are lost,

destroyed, or are otherwise no longer available, or if the Recipient anticipates that it will not be able to comply with the record retention requirements under the Award for the general retention periods noted above. *See* 13 CFR § 302.14 (“Records”), as applicable.

18. Termination Actions.

- a. In accordance with 2 CFR § 200.339 (“Termination”), this Award may be terminated in whole or in part as follows:
 - i. *Termination by EDA for the Recipient’s Failure to Comply with the Terms and Conditions of the Award.* EDA may terminate this Award, in whole or in part, if the Recipient fails to comply with the Terms and Conditions of the Award, including if:
 - (1) Any representation made by the Recipient to the Federal awarding agency in connection with the Application for Federal assistance is incorrect or incomplete in any material respect;
 - (2) The Project has changed substantially, without EDA approval, so as to affect significantly the accomplishment of the Project as intended (including an unauthorized use of property as provided in 13 CFR § 314.4 (“Unauthorized use of property”));
 - (3) The Recipient has violated commitments it made in its Application and supporting documents or has violated any of the Terms and Conditions of the Award;
 - (4) The conflicts-of-interest rules at 13 CFR § 302.17 (“Conflicts of interest”) are violated; or
 - (5) The Recipient fails to report immediately to the Federal awarding agency any change of authorized representative acting in lieu of or on behalf of the Recipient.
 - ii. *Termination by EDA for Cause.* EDA may terminate this Award for cause if required by a circumstance beyond EDA’s control, such as a Congressional mandate.
 - iii. *Termination by the Recipient.* The Recipient may terminate this Award in whole or in part upon sending the EDA Grants Officer written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if EDA determines in the case of partial termination that the reduced or modified portion of the EDA Award will not accomplish the purposes for which the EDA Award was made, EDA may terminate the Award in its entirety.
 - iv. *Termination Upon Mutual Agreement.* EDA and the Recipient may mutually agree to terminate this Award in whole or in part. In such cases, EDA and the Recipient must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
- b. If the Award is wholly or partially terminated, the Recipient remains responsible for compliance with the requirements in 2 CFR §§ 200.343 (“Closeout”) and 200.344 (“Post-closeout adjustments and continuing responsibilities”).

19. Project Closeout Procedures.

As noted above in section C.15 “Efficient Administration of Project” of these Construction ST&Cs, after construction is completed and the Project is closed out financially, the Recipient has an ongoing responsibility to properly administer, operate, and maintain the Project for its estimated useful life (as determined by EDA) in accordance with its original purpose. See 13 CFR § 302.12 (“Project administration, operation and maintenance”). The Recipient must comply with all Award requirements and maintain records to document such compliance, which shall be made available for inspection by EDA or other Government officials as required.

- a. *Final Disbursement.* When Project construction and final inspection have been completed, or substantially completed as determined by EDA, and the Recipient has accepted the Project from the contractor, the Recipient can begin the Closeout process by submitting the following documentation to EDA:
 - i. A request for final disbursement on an executed Form SF-271;
 - ii. A written certification that all costs charged against this Award (Federal and non-Federal shares) are for eligible activities and represent allowable costs, for which there is documentation in the Recipient’s records;
 - iii. An executed certificate of final acceptance signed by the Recipient and the Recipient’s architect/engineer;
 - iv. The Recipient’s certification that its currently valid single or program-specific audit in accordance with subpart F of 2 CFR part 200 (“Audit Requirements”), if applicable, does not contain any material findings (if the Recipient’s currently valid audit does contain material findings, the Recipient shall submit the applicable audit preferably via e-mail to the Project Officer, who will review with the Grants Officer);
 - v. The Recipient’s certification that its currently valid audit (in accordance with subpart F of 2 CFR part 200), if applicable, has been submitted to the Federal Audit Clearinghouse; and
 - vi. Other documentation as may be required by EDA.

EDA shall advise the Recipient of costs determined to be allowable and unallowable. If a balance of this Award is due to the Recipient, the balance will be paid by wire transfer. If the Recipient has received an amount in excess of the amount due the Recipient, the Recipient must refund the excess to EDA. The Recipient shall contact the Project Officer for refund instructions.

As noted above, if the Recipient’s currently valid audit completed pursuant to subpart F of 2 CFR part 200 contains material findings, the Recipient shall submit the audit, preferably via e-mail, to the Project Officer, who will review with the Grants Officer before final disbursement. If e-mail is unavailable, the Recipient may submit a hardcopy version of the audit to the Project Officer.

- b. The Recipient shall submit, within 90 calendar days after the Project Closeout date, all financial, performance, and other reports as required by the Terms and Conditions of this Award. The Grants Officer may extend the 90 calendar day Closeout period upon a written request from the Recipient.

- c. As required under GPRA and in accordance with a schedule that will be provided by EDA, the Recipient must submit additional Performance Measurement Reports, generally three, six, and nine years after the date of the Award to accurately and completely report the impacts of the Project, especially in terms of job creation and private investment leveraging.
- d. Unless EDA authorizes an extension, the Recipient shall liquidate all obligations incurred under this Award no later than 90 calendar days after acceptance of the Project from the contractor or within 90 calendar days of the expiration date of this Award, whichever occurs earlier.
- e. In accordance with 2 CFR § 200.344 “Post-closeout adjustments and continuing responsibilities,” the Closeout of this Award does not affect any of the following:
 - i. The right of EDA to disallow costs and recover funds on the basis of a later audit or other Project review;
 - ii. The Recipient’s obligation to return any funds due as a result of later corrections or other transactions;
 - iii. Audit requirements per subpart F of 2 CFR part 200; and
 - iv. Requirements for property management and disposition, records retention, and performance measurement reports. *See* subpart D of 2 CFR part 200 (“Post Federal Award Requirements”), as applicable.

20. Freedom of Information Act.

EDA is responsible for meeting its Freedom of Information Act (“FOIA”) (5 U.S.C. § 552) responsibilities for its records. DOC regulations at 15 CFR part 4 set forth the requirements and procedures that EDA must follow in order to make the requested material, information, and records publicly available. Unless prohibited by law and to the extent required under the FOIA, contents of Applications and other information submitted by applicants and Recipients may be released in response to a FOIA request. The Recipient should be aware that EDA may make certain Application and other submitted information publicly available. Accordingly, as set forth in 15 CFR § 4.9, the Recipient should identify in its Application any “business information” it believes to be protected from disclosure pursuant to 5 U.S.C. § 552(b)(4).

D. ADDITIONAL REQUIREMENTS RELATING TO CONSTRUCTION PROJECTS.

The Recipient and any subrecipients must, in addition to other statutory and regulatory requirements detailed in these Construction ST&Cs and the assurances made to EDA in connection with the Award, comply and require each of its contractors and subcontractors employed in the completion of the Project to comply with all applicable Federal, State, territorial, and local laws, and in particular, the following Federal public laws (and the regulations issued thereunder), executive orders, OMB circulars, Uniform Guidance, and local law requirements.

1. **The Davis-Bacon Act, as amended (40 U.S.C. §§ 3141–3144, 3146, 3147; 42 U.S.C. § 3212)**, which requires minimum wages for mechanics and laborers employed on Federal Government public works projects to be based on the wages that the Secretary of Labor determines to be prevailing for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State in which the Project is to be performed, or in the District of Columbia if the Project is to be performed there.

2. **The Contract Work Hours and Safety Standards Act, as amended (40 U.S.C. §§ 3701-3708)**, which provides work hour standards for every laborer and mechanic employed by any contractor or subcontractor in the performance of a Federal public works project.
3. **The National Historic Preservation Act of 1966, as amended (54 U.S.C. § 300101 *et seq.*), and the Advisory Council on Historic Preservation Guidelines (36 CFR part 800)**, which require stewardship of historic properties in projects involving Federal funds.
4. **The Historical and Archeological Data Preservation Act of 1974, as amended (16 U.S.C. § 469a-1 *et seq.*)**, which requires appropriate surveys and preservation efforts if a Federally licensed project may cause irreparable loss or destruction of significant scientific, prehistorical, historical, or archeological data.
5. **The Architectural Barriers Act of 1968, as amended (42 U.S.C. § 4151 *et seq.*)**, and the regulations issued thereunder, which prescribe standards for the design and construction of any building or facility intended to be accessible to the public or that may house handicapped employees.
6. **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. § 4601 *et seq.*)**, and implementing regulations issued at 49 CFR part 24 (“Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs”), which establish uniform policies for the fair and equitable treatment of persons, businesses, or farm operations affected by the acquisition, rehabilitation, or demolition of real property acquired for a project financed wholly or in part with Federal financial assistance.
7. **The Energy Conservation and Production Act (42 U.S.C. § 6834 *et seq.*)**, which establishes energy efficiency performance standards for the construction of new residential and commercial structures undertaken with Federal financial assistance.
8. **Compliance with Local Construction Requirements.** The Recipient will comply with current local building codes, standards, and other requirements applicable to the Project.

E. NONDISCRIMINATION REQUIREMENTS.

No person in the United States shall, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance. The Recipient agrees to comply with the nondiscrimination requirements below.

1. Statutory Provisions.

- a. **Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*)** and DOC implementing regulations published at 15 CFR part 8 (“Nondiscrimination in Federally Assisted Programs of the Department of Commerce—Effectuation of Title VI of the Civil Rights Act of 1964”), which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance. *See* the Department’s Title VI compliance provisions at 15 CFR §§ 8.7 (“Cooperation, compliance reports and reviews and access to records”) through 8.15 (“Effect on other laws; supplementary instructions; coordination”).

- b. **Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*)**, which prohibits discrimination on the basis of sex under Federally assisted education programs or activities.
- c. **Pub. L. No. 92-65, 42 U.S.C. § 3123**, which proscribes discrimination on the basis of sex in EDA assistance provided under PWEDA; Pub. L. No. 94-369, 42 U.S.C. § 6709, which proscribes discrimination on the basis of sex under the Local Public Works Program; and the Department’s implementing regulations at 15 CFR §§ 8.7 (“Cooperation, compliance reports and reviews and access to records”) -8.15 (“Effect on other laws; supplementary instructions; coordination”).
- d. **The Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 *et seq.*) (ADA)**, which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by State and local governments or instrumentalities or agencies thereof, as well as public or private entities that provide public transportation.
- e. **Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794)**, and DOC implementing regulations published at 15 CFR part 8b (“Prohibition of Discrimination Against the Handicapped in Federally Assisted Programs Operated by the Department of Commerce”), which prohibit discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal assistance.

For purposes of complying with the accessibility standards set forth in 15 CFR § 8b.18(c) (“New construction”), Recipients must adhere to the regulations, published by the U.S. Department of Justice, implementing Title II of the Americans with Disabilities Act (“ADA”) (28 CFR part 35 (“Nondiscrimination on the Basis of Disability in State and Local Government Services”); 75 *Fed. Reg.* 56164, as amended by 76 *Fed. Reg.* 13285) and Title III of the ADA (28 CFR part 36 (“Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities”); 75 *Fed. Reg.* 56236, as amended by 76 *Fed. Reg.* 13286). The revised regulations adopted new enforceable accessibility standards called the “2010 ADA Standards for Accessible Design” (2010 Standards), which replace and supersede the former Uniform Federal Accessibility Standards for new construction and alteration projects.

- f. **The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*)** and DOC implementing regulations published at 15 CFR part 20 (“Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance”), which prohibit discrimination on the basis of age in programs or activities receiving Federal financial assistance.
- g. Other applicable Federal statutes, regulations, and executive orders, and other applicable nondiscrimination laws.

2. Other Provisions.

- a. Parts II and III of Executive Order 11246 (30 *Fed. Reg.* 12319, 1965), as amended by Executive Orders 11375 (32 *Fed. Reg.* 14303, 1967) and 12086 (43 *Fed. Reg.* 46501, 1978), requiring Federally assisted construction contracts to include the nondiscrimination provisions of sections 202 and 203 of that Executive Order and Department of Labor regulations implementing Executive Order 11246 (41 CFR § 60-1.4(b) (“Equal Opportunity Clause”), 1991).

- b. Executive Order 13166 (August 11, 2000), “Improving Access to Services for Persons With Limited English Proficiency,” requiring Federal agencies to examine the services provided, identify any need for services to those with limited English proficiency (“LEP”), and develop and implement a system to provide those services so that LEP persons can have meaningful access to them. The DOC issued policy guidance on March 24, 2003 (“Guidance to Federal Financial Assistance Recipients on the Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons”, 68 *Fed. Reg.* 14180) to articulate the Title VI prohibition against national origin discrimination affecting LEP persons and to help ensure that Recipients provide meaningful access to their LEP applicants and beneficiaries.

3. Title VII Exemption for Religious Organizations.

Generally, Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e *et seq.*) provides that it shall be an unlawful employment practice for an employer to discharge any individual or otherwise discriminate against an individual with respect to compensation, terms, conditions, or privileges of employment because of such individual’s race, color, religion, sex, or national origin. However, Title VII, 42 U.S.C. § 2000e-1(a), expressly exempts from the prohibition against discrimination on the basis of religion, a religious corporation, association, educational institution, or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities.

F. AUDITS.

Under the Inspector General Act of 1978, as amended (5 U.S.C. App. 3, § 1 *et seq.*), an audit of the Award may be conducted at any time. The Department’s Inspector General, or any of his or her duly authorized representatives, shall have access to any pertinent books, documents, papers, and records of the Recipient, whether written, printed, recorded, produced, or reproduced by any electronic, mechanical, magnetic, or other process or medium, in order to make audits, inspections, excerpts, transcripts, or other examinations as authorized by law. This right also includes timely and reasonable access to the Recipient’s personnel for the purpose of interview and discussion related to such documents. *See* 2 CFR § 200.336 (“Access to records”). When the Office of the Inspector General (“OIG”) requires a program audit on a DOC Award, the OIG will usually make the arrangements to audit the Award, whether the audit is performed by OIG personnel, an independent accountant under contract with DOC, or any other Federal, State, or local audit entity.

1. Organization-Wide, Program-Specific, and Project Audits.

- a. Organization-wide or program-specific audits shall be performed in accordance with the Single Audit Act Amendments of 1996, as implemented by subpart F of 2 CFR part 200 (“Audit Requirements”). Recipients that expend \$750,000 or more in Federal awards during their fiscal year shall have an audit conducted for that year in accordance with the requirements set forth in subpart F of 2 CFR part 200. Within the earlier of 30 calendar days after receipt of the auditor’s report, or nine months after the end of the audit period, a copy of the audit shall be submitted electronically to the Federal Audit Clearinghouse website at <http://harvester.census.gov/sac/>.

If it is necessary to submit using paper, the address for submission is:

Federal Audit Clearinghouse
 Bureau of the Census
 1201 E. 10th Street
 Jeffersonville, IN 47132

Within 90 days of the end of the fiscal year of a Recipient subject to subpart F of 2 CFR part 200, the entity is responsible for notifying the Grants Officer of the amount of Federal awards, including all DOC and non-DOC awards, the Recipient expended during its fiscal year.

A Recipient that expends less than \$750,000 in Federal awards during its fiscal year is exempt from Federal audit requirements for that year, except as noted at 2 CFR § 200.503 (“Relation to other audit requirements”), but records must be available for review and audit by EDA, DOC, or other designated Government officials.

Failure to provide audit reports within the timeframes specified may result in appropriate enforcement action, up to and including termination of the Award, and may jeopardize eligibility for receiving future DOC awards.

- b. Unless otherwise specified in the Terms and Conditions of this Award, for-profit hospitals, commercial entities, and other organizations that are not subject to subpart F of 2 CFR part 200 (“Audit Requirements”) shall have a program specific audit performed by an independent auditor when the Federal share amount awarded is \$750,000 or more over the duration of the period of performance. An audit is required at least once every two years using the following schedule for audit report submission:
- i. For Awards where the period of performance is less than two years, an audit is required within 90 calendar days of the end of the period of performance to cover the entire Project (the Project Closeout period is included in the 90 days);
 - ii. For Awards with a two- or three-year period of performance, an audit is required within 90 calendar days after the end of the first year to cover Year 1, which is the period of time when Federal funding is available for obligation by the Recipient, and within 90 calendar days of the end of the period of performance to cover Year 2 and Year 3 (if applicable) (the Project Closeout period is included in the 90 days); or
 - iii. For Awards with a four- to five-year period of performance, an audit is required within 90 calendar days after the end of the first year to cover Year 1, within 90 calendar days after the end of the third year to cover Year 2 and Year 3, and within 90 calendar days of the end of the period of performance to cover Year 4 and Year 5 (if applicable) (the Project Closeout period is included in the 90 days).
- c. EDA’s Public Works and Economic Adjustment Assistance programs generally have specific audit guidelines that will be incorporated into the Award and may be found in the annual Compliance Supplement, which is Appendix XI to 2 CFR part 200 and is available on OMB’s website (https://www.whitehouse.gov/omb/circulars_default). When DOC does not have a program-specific audit guide available for the program, the auditor will follow the requirements for a program-specific audit as described in 2 CFR § 200.507

(“Program-specific audits”). The Recipient may include a line item in the budget for the cost of the audit for approval. A copy of the program-specific audit shall be submitted to the Grants Officer.

- d. Recipients are responsible for compliance with the above audit requirements and for informing the Grants Officer of the status of their audit, including when the relevant audit has been completed and submitted in accordance with the requirements of this section. In accordance with 2 CFR § 200.331(d)(3) (“Requirements for pass-through entities”), pass-through entities are responsible for issuing a management decision for any audit findings pertaining to the Federal Award provided to a subrecipient.

2. Requirement to Submit a Copy of the Audit to EDA.

If the Recipient’s currently valid audit required under subpart F of 2 CFR part 200 (“Audit Requirements”) contains material findings, the Recipient must submit a copy of the audit to the Project Officer, who will review it with the Grants Officer. *See also* section C.19.a.iv “Project Closeout Procedures” of these Construction ST&Cs.

3. Audit Resolution Process.

- a. An audit of the Award may result in the disallowance of costs incurred by the Recipient and the establishment of a debt (account receivable) due to EDA. For this reason, the Recipient should take seriously its responsibility to respond to all audit findings and recommendations with adequate explanations and supporting evidence whenever audit results are disputed.
- b. In accordance with the *Federal Register* notice dated January 27, 1989 (54 *Fed. Reg.* 4053), a Recipient has the following opportunities to dispute the proposed disallowance of costs and the establishment of a debt after an audit:
 - i. The Recipient has 30 business days from the date of the transmittal of the “Draft Audit Report” to submit written comments and documentary evidence.
 - ii. The Recipient has 30 business days from the date of the transmittal of the “Final Audit Report” to submit written comments and documentary evidence. There will be no extension of this deadline.
 - iii. EDA shall review the documentary evidence submitted by the Recipient and shall notify the Recipient of the results in an “Audit Resolution Determination Letter.” The Recipient has 30 business days from the date of receipt of the Audit Resolution Determination Letter to submit a written appeal. There will be no extension of this deadline. The appeal is the last opportunity for the Recipient to submit written comments and documentary evidence that dispute the validity of the Audit Resolution Determination Letter.
 - iv. An appeal of the Audit Resolution Determination Letter does not prevent the establishment of the audit-related debt nor does it prevent the accrual of interest on such debt. If the Audit Resolution Determination Letter is overruled or modified on appeal, appropriate corrective action will be taken retroactively. An appeal will stay the offset of funds owed by the auditee against funds due to the auditee.
 - v. The EDA or DOC, as applicable, shall review the Recipient’s appeal. EDA shall notify the Recipient of the results in an Appeal Determination Letter. After the opportunity to

appeal has expired or after the appeal determination has been rendered, EDA or DOC will not accept any further documentary evidence from the Recipient. No other EDA or DOC administrative appeals are available.

G. DEBTS.

1. Payment of Debts Owed the Federal Government.

- a. The Recipient must promptly pay any debts determined by the Federal Government to be owed by the Recipient. Any funds paid to the Recipient in excess of the amount to which the Recipient is finally determined to be entitled under the terms of the Award constitute a debt to the Federal Government. In accordance with 2 CFR § 200.345 (“Collection of amounts due”), if not paid within 90 calendar days after demand, DOC may reduce a debt owed to the Federal Government by:
 - i. Making an administrative offset against other request for reimbursement;
 - ii. Withholding advance payments otherwise due to the Recipient; or
 - iii. Taking any other action permitted by Federal statute.
- b. DOC debt collection procedures are set out in 15 CFR part 19. In accordance with 2 CFR § 200.345 (“Collection of amounts due”), failure to pay a debt owed to the Federal Government shall result in the assessment of interest, penalties and administrative costs under 31 U.S.C. § 3717 and 31 CFR § 901.9. DOC entities will transfer any DOC debt that is more than 180 calendar days delinquent to the U.S. Department of the Treasury’s Financial Management Service for debt collection services, a process known as “cross-servicing,” pursuant to 31 U.S.C. § 3711(g), 31 CFR § 285.12, and 15 CFR § 19.9, and may take further action as specified in section A.6 “Noncompliance with Award Provisions” of these Construction ST&Cs. Funds for payment of a debt must not come from other Federally sponsored programs, and DOC may conduct on-site visits, audits and other reviews to verify that other Federal funds have not been used to pay a debt.

2. Late Payment Charges.

- a. Interest shall be charged on the delinquent debt in accordance with section 3717(a) of the Debt Collection Act, as amended (31 U.S.C. § 3701 *et seq.*). The minimum annual interest rate to be assessed is the U.S. Department of the Treasury’s Current Value of Funds Rate (“CVFR”). The CVFR is available online at <http://www.fms.treas.gov/cvfr/index.html> and also published by the Department of the Treasury in the *Federal Register* (<http://www.gpo.gov/fdsys/browse/collection.action?collectionCode=FR>) and in the *Treasury Financial Manual Bulletin*. The assessed rate shall remain fixed for the duration of the indebtedness.
- b. Penalties shall accrue at a rate of not more than six percent per year or such other higher rate as authorized by law.
- c. Administrative charges (*i.e.*, the costs of processing and handling a delinquent debt) shall be determined by the DOC entity collecting the debt, as directed by the Office of the Chief Financial Officer and Assistant Secretary for Administration.

3. Barring Delinquent Federal Debtors from Obtaining Federal Loans or Loan Insurance Guarantees.

Pursuant to 31 U.S.C. § 3720B and 31 CFR § 901.6, unless waived, DOC is not permitted to extend financial assistance in the form of a loan, loan guaranty, or loan insurance to any person delinquent on a non-tax debt owed to a Federal agency. This prohibition does not apply to disaster loans.

4. Effect of Judgment Lien on Eligibility for Federal Grants, Loans, or Programs.

Pursuant to 28 U.S.C. § 3201(e), unless waived by DOC, a debtor who has a judgment lien against the debtor's property for a debt to the United States shall not be eligible to receive any grant or loan that is made, insured, guaranteed, or financed directly or indirectly by the United States or to receive funds directly from the Federal Government in any program, except funds to which the debtor is entitled as beneficiary, until the judgment is paid in full or otherwise satisfied.

H. GOVERNMENTWIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT).

The Recipient shall comply with the provisions of 2 CFR part 1326 ("Nonprocurement Debarment and Suspension") (published in the *Federal Register* on December 21, 2006, 71 *Fed. Reg.* 76573), which generally prohibit entities that have been debarred, suspended, or voluntarily excluded from participating in Federal nonprocurement transactions through either primary or lower-tier covered transactions, and which set forth the responsibilities of Recipients of Federal financial assistance regarding transactions with other persons, including subrecipients and contractors. In addition, as provided in section K.4.b "Applicability of Provisions to Subawards, Contracts, and Subcontracts" of these Construction ST&Cs, in accordance with subpart C of 2 CFR part 1326, the Recipient must include a term or condition in lower tier transactions (subawards, contracts, and subcontracts) requiring lower tier participants to comply with subpart C (entitled "Responsibilities of Participants Regarding Transactions Doing Business With Other Persons") of the OMB guidance in 2 CFR part 180 "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)."

I. DRUG-FREE WORKPLACE.

The Recipient shall comply with the provisions of the Drug-Free Workplace Act of 1988 (41 U.S.C. § 8102), and DOC's implementing regulations found at 15 CFR part 29 ("Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)") which require that the Recipient take steps to provide a drug-free workplace.

J. LOBBYING RESTRICTIONS.

1. *Statutory and Regulatory Provisions.* The Recipient shall comply with 2 CFR § 200.450 ("Lobbying"), which incorporates the provisions of 31 U.S.C. § 1352; the "New Restrictions on Lobbying" published at 55 *Fed. Reg.* 6736 (February 26, 1990); and OMB guidance and notices on lobbying and restrictions. In addition, the Recipient must comply with the DOC's regulations published at 15 CFR part 28, which implement the "New Restrictions on Lobbying." These provisions prohibit the use of Federal funds for lobbying the executive or legislative branches of the Federal government in connection with an award, and require disclosure of the use of

non-Federal funds for lobbying. Lobbying includes attempting to improperly influence, meaning any influence that induces or tends to induce a Federal employee or officer to give consideration or to act regarding a Federal award or regulatory matter on any basis other than the merits of the matter, either directly or indirectly. Costs incurred to improperly influence are unallowable. See 2 CFR § 200.450(b) and (c).

2. *Disclosure of Lobbying Activities.* Any Recipient that receives more than \$100,000 in Federal funding shall submit a completed Form SF-LLL, “Disclosure of Lobbying Activities,” regarding the use of non-Federal funds for lobbying. The Form SF-LLL shall be submitted within 30 days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed. The Recipient must submit any required Forms SF-LLL, including those received from subrecipients, contractors, and subcontractors, to the Project Officer.
3. *Special Provisions Relating to Indian Tribes.* As set out in 31 U.S.C. § 1352, special provisions are applicable to Indian tribes, tribal organizations, and other Indian organizations eligible to receive Federal contracts, grants, loans, or cooperative agreements. In accordance with DOC policy, EDA recognizes Tribal Employment Rights Ordinances (“TEROs”), which may provide for preferences in contracting and employment, in connection with its financial assistance awards. Federal awards granted to American Indian and Alaska Native tribal governments generally may provide for preference in contracting, hiring, firing, and the payment of a TERO fee. The payment of the TERO fee, which supports the tribal employment rights office to administer the preferences, should generally be allowable as an expense that is “necessary and reasonable for the performance of the Federal award,” as provided under 2 CFR § 200.403 (“Factors affecting allowability of costs”).

K. CODES OF CONDUCT AND SUBAWARD, CONTRACT, AND SUBCONTRACT PROVISIONS.

1. Code of Conduct for Recipients.

- a. *General conflicts-of-interest requirements.* The Recipient must comply with EDA’s regulation at 13 CFR § 302.17 (“Conflicts of interest”), which articulates EDA’s requirements to prevent conflicts of interest, which generally exist when an Interested Party participates in a matter that has a direct and predictable effect on the Interested Party’s personal or financial interests or there is an appearance that an Interested Party’s objectivity in performing his or her responsibilities under the Project is impaired. In addition, in accordance with 2 CFR § 200.112 (“Conflict of interest”), the Recipient must disclose to EDA in writing any potential conflict of interest. In addition, pursuant to the certification in Form SF-424D, paragraph 7, the Recipient must maintain written standards of conduct to establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflicts of interest or personal gain in the administration of this Award.
- b. *Procurement-related conflicts of interest.* In addition, in accordance with 2 CFR § 200.318 (“General procurement standards”), the Recipient must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts.

2. Applicability of Award Provisions to Subrecipients.

- a. The Recipient or pass-through entity shall require all subrecipients, including lower tier subrecipients, under the Award to comply with the provisions of this Award, including applicable provisions of the Uniform Guidance (2 CFR part 200), and all associated terms and conditions. *See* 2 CFR §§ 200.330 (“Subrecipient and contractor determinations”) through 200.332 (“Fixed amount subawards”) and 2 CFR § 200.101(b)(1) (“Applicability”), which describes the applicability of 2 CFR part 200 to various types of Federal awards.
- b. In accordance with 2 CFR § 200.331 (“Requirements for pass-through entities”), all pass-through entities must:
 - i. *Subaward Identification*. Clearly identify every subaward to the subrecipient at the time of the subaward, including subsequent subaward modification. In accordance with 2 CFR § 200.331(a), required information includes:
 - (1) All Award information data elements set out at 2 CFR § 200.331(a)(1);
 - (2) All requirements imposed by the pass-through entity on the subrecipient so that the Federal Award is used in accordance with Federal statutes, regulations and the Terms and Conditions of the Award;
 - (3) Any additional requirements that the pass-through entity imposes on the subrecipient in order for the pass-through entity to meet its own responsibility to the Federal awarding agency, including identification of required financial and performance reports;
 - (4) Indirect cost rate information in accordance with 2 CFR § 200.331(a)(4);
 - (5) Access requirements for the subrecipient’s records and financial statements in accordance with 2 CFR § 200.331(a)(5); and
 - (6) Appropriate terms and conditions concerning closeout of the subaward.
 - ii. *Risk-Based Subrecipient Evaluation*. Evaluate each subrecipient’s risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring in accordance with 2 CFR § 200.331(b).
 - iii. *Subaward Conditions*. Consider imposing specific subaward conditions upon a subrecipient if appropriate as described in 2 CFR § 200.207 (“Specific conditions”).
 - iv. *Subrecipient Monitoring*. In accordance with 2 CFR § 200.331(d), monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal requirements, and that the subaward performance goals are achieved. Subrecipient monitoring must include:
 - (1) Reviewing financial and programmatic reports required by the pass-through entity;
 - (2) Following up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means; and

- (3) Issuing a management decision for audit findings pertaining to the Award provided to the subrecipient from the pass-through entity as required by 2 CFR § 200.521 (“Management decision”).
- v. *Utilizing Risk-Based Monitoring Tools.* In accordance with 2 CFR § 200.331(e), depending on the Recipient’s evaluation of each subrecipient’s risk, utilize appropriate monitoring tools, including training and technical assistance, performing on-site reviews, and arranging agreed-upon-procedures engagements as described in 2 CFR § 200.425 (“Audit services”).
- vi. *Subrecipient Audits.* Verify that every subrecipient is audited as required by subpart F of 2 CFR part 200 (“Audit Requirements”) when it is expected that the subrecipient’s Federal awards expended during the fiscal year equaled or exceeded the threshold set forth in 2 CFR § 200.501 (“Audit requirements”).
- vii. *Necessary Adjustments to the Pass-Through Entity’s Records.* Consider whether the results of the subrecipient’s audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity’s own records.
- viii. *Enforcement Action.* Consider taking enforcement action against noncompliant subrecipients as described in 2 CFR § 200.338 (“Remedies for noncompliance”) and in applicable program regulations.

See also 2 CFR § 200.331 for the full text of requirements for pass-through entities.

3. Competition and Codes of Conduct for Subawards.

- a. The Recipient must be alert to organizational conflicts of interest as well as other practices among subrecipients that may restrict or eliminate competition.
- b. The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of subawards. No employee, officer, or agent shall participate in the selection, award, or administration of a subaward supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization in which he or she serves as an officer or which employs or is about to employ any of the parties mentioned in this section, has a financial interest or other interest in the organization selected or to be selected for a subaward. The officers, employees, and agents of the Recipient shall neither solicit nor accept anything of monetary value from subrecipients. However, the Recipient may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Recipient.
- c. A financial interest may include employment, stock ownership, a creditor or debtor relationship, or prospective employment with the organization selected or to be selected for a subaward. An appearance of impairment of objectivity could result from an organizational conflict where, because of other activities or relationships with other persons or entities, a person is unable or potentially unable to render impartial assistance or advice. It could also result from non-financial gain to the individual, such as benefit to reputation or prestige in a professional field.

4. Applicability of Provisions to Subawards, Contracts, and Subcontracts.

- a. The Recipient shall include the following notice in each request for applications or bids for a subaward, contract, or subcontract, as applicable:

Applicants/bidders for a lower tier covered transaction (except procurement contracts for goods and services under \$25,000 not requiring the consent of a DOC official) are subject to subpart C of 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).” In addition, applicants/bidders for a lower tier covered transaction for a subaward, contract, or subcontract greater than \$100,000 of Federal funds at any tier are subject to 15 CFR part 28, “New Restrictions on Lobbying.”

Applicants/bidders should familiarize themselves with these provisions, including the certification requirement. Therefore, Applications for a lower tier covered transaction must include a Form CD-512, “Certification Regarding Lobbying—Lower Tier Covered Transactions,” completed without modification.

- b. The Recipient shall include a term or condition in all lower tier covered transactions (subawards, contracts, and subcontracts) requiring lower tier participants to comply with subpart C of 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).”
- c. Required subaward and contractual provisions:
- i. The Recipient shall include a statement in all lower tier covered transactions (subawards, contracts, and subcontracts) exceeding \$100,000 in Federal funds that the subaward, contract, or subcontract is subject to 31 U.S.C. § 1352, as implemented at 15 CFR part 28 (“New Restrictions on Lobbying”). The Recipient shall further require the subrecipient, contractor, or subcontractor to submit a completed “Disclosure of Lobbying Activities” (Form SF-LLL) regarding the use of non-Federal funds for lobbying. The Form SF-LLL shall be submitted within 15 days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed. The Form SF-LLL shall be submitted from tier to tier until received by the Recipient. The Recipient must submit all disclosure forms received, including those that report lobbying activity on its own behalf, to the Project Officer within 30 days following the end of the calendar quarter.
 - ii. In addition to other provisions required by the Federal agency or Recipient, in accordance with 2 CFR § 200.326 (“Contract provisions”), all contracts made by the Recipient under this Award must contain the applicable provisions set out in Appendix II to 2 CFR part 200 (“Contract Provisions for Non-Federal Entity Contracts Under Federal Awards”), which address various contractual requirements including remedies, termination for cause and convenience, Equal Employment Opportunity, the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, rights to inventions, environmental quality, energy efficiency, debarment and suspension, the Byrd Anti-Lobbying Amendment, and procurement of recovered materials. See Appendix II to 2 CFR part 200 for a full explanation of these requirements.

5. Pilot Program for Enhancement of Employee Whistleblower Protections.

The National Defense Authorization Act (“NDAA”) for Fiscal Year 2013 (Pub. L. No. 112-239, enacted January 2, 2013 and codified at 41 U.S.C. § 4712) includes a pilot program for whistleblower protection. It applies to all DOC awards, subawards, and contracts under awards issued beginning July 1, 2013 through January 1, 2017. This term implements that law.

In accordance with 41 U.S.C. § 4712, an employee of a Recipient or contractor under a Federal award or subaward may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body information that the employee reasonably believes is evidence of gross mismanagement of a Federal award or subaward or contract under a Federal award or subaward, a gross waste of Federal funds, an abuse of authority related to a Federal award or subaward or contract under a Federal award or subaward, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal award or subaward or contract under a Federal award or subaward. These persons or bodies include:

- a. A Member of Congress or a representative of a committee of Congress.
- b. An Inspector General.
- c. The Government Accountability Office.
- d. A Federal employee responsible for contract or grant oversight or management at the relevant agency.
- e. An authorized official of the Department of Justice or other law enforcement agency.
- f. A court or grand jury.
- g. A management official or other employee of the contractor, subcontractor, or grantee who has the responsibility to investigate, discover, or address misconduct.

Recipients and contractors under Federal awards and subawards shall inform their employees in writing of the rights and remedies provided under 41 U.S.C. § 4712, in the predominant native language of the workforce.

6. Small Businesses, Minority Business Enterprises, and Women’s Business Enterprises.

In accordance with 2 CFR § 200.321 (“Contracting with small and minority businesses, women’s business enterprises, and labor surplus area firms”), the Recipient must take all necessary affirmative steps to ensure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible. DOC encourages Recipients to utilize small businesses, minority business enterprises, and women’s business enterprises in contracts under financial assistance awards. The Minority Business Development Agency (“MBDA”) within DOC will assist Recipients in matching qualified minority business enterprises with contract opportunities. For further information, the Recipient may visit MBDA’s website at <http://www.mbda.gov> or contact MBDA via telephone or mail:

U.S. Department of Commerce
 Minority Business Development Agency
 Herbert C. Hoover Building
 14th Street and Constitution Avenue, N.W.

Washington, D.C. 20230
(202) 482-0101

7. Subaward to or Contract with a Federal Agency.

- a. The Recipient, contractor and/or subcontractor shall not subgrant or subcontract any part of the approved Project to any agency or employee of DOC or any other Federal department, agency, or instrumentality without the prior written approval of the Grants Officer.
- b. The Recipient must submit requests for approval of such action to the Project Officer, who shall review and make a recommendation to the Grants Officer. The Grants Officer must forward all requests to the Federal Assistance Law Division in the Office of the Department of Commerce Assistant General Counsel for Administration and Transactions for review prior to making the final determination. The Grants Officer will notify the Recipient in writing of the final determination.

8. EDA Contracting Provisions for Construction Projects.

The Recipient shall use the “*EDA Contracting Provisions for Construction Projects*” as guidance in developing all construction contracts. The “*EDA Contracting Provisions for Construction Projects*” lists applicable EDA and other Federal requirements for construction contracts.

L. PROPERTY.

1. Standards.

With respect to any property acquired or improved in whole or in part with EDA investment assistance under this Award, the Recipient shall comply with the Property Standards set forth at 2 CFR §§ 200.310 (“Insurance coverage”) through 200.316 (“Property trust relationship”), and EDA’s regulations at 13 CFR part 314. Property acquired or improved in whole or in part by the Recipient under this Award may consist of real property; personal property, including equipment and supplies; and intangible property, such as money, notes, and security interests. Any property reports required under 2 CFR §§ 200.310 through 200.316, such as periodic inventories and requests for disposition instructions, must be submitted to the Grants Officer through the Project Officer on Form SF-428 and/or SF-429, as applicable. *See also* section C.2 “Reporting on Real Property” of these Construction ST&Cs.

2. Title.

- a. Title to equipment, supplies, and intangible property acquired in whole or in part under this Award generally vests upon acquisition in the Recipient. The use, management and disposition of equipment, supplies, and intangible property acquired in whole or in part under this Award shall be in accordance with 2 CFR §§ 200.313 (“Equipment”), 200.314 (“Supplies”), and 200.315 (“Intangible property”), as applicable, and EDA regulations at 13 CFR part 314. *See also* section O.4 “Intellectual Property Rights” of these Construction ST&Cs.
- b. Title to real property acquired in whole or in part under this Award generally vests upon acquisition in the Recipient, subject to the condition that the Recipient uses the real property

for the authorized purpose of the Project. *See* 2 CFR § 200.311 (“Real property”) and EDA regulations at 13 CFR part 314.

3. EDA’s Interest in Award Property.

- a. *General - Evidence of Title.* As stated in section A.4 “Grant Recipient as Trustee” of these Construction ST&Cs, real property, equipment, and intangible property acquired or improved under this Award must be held in trust by the Recipient as trustee for the beneficiaries of the Project for which the property was acquired or improved. This trust relationship exists throughout the duration of the property’s estimated useful life, as determined by the Grants Officer in consultation with the Project Officer, during which time the Federal Government retains an undivided, equitable reversionary interest in the property (Federal Interest).

Before advertising for construction bids or at such other time as EDA requires, the Recipient must furnish evidence, satisfactory in form and substance to the Government, that title to real property required for the Project (other than property of the United States and as provided in 13 CFR § 314.7(c) (“Title”)) is vested in the Recipient and that such easements, rights-of-way, State or local government permits, long-term leases, or other items required for the Project have been or will be obtained by the Recipient within an acceptable time, as determined by the Government. All liens, mortgages, other encumbrances, reservations, reversionary interests, or other restrictions on title or the Recipient’s interest in the property must be disclosed to EDA. With limited exceptions set forth at 13 CFR § 314.6(b) (“Encumbrances”) or as otherwise authorized by EDA, Recipient-owned property acquired or improved in whole or in part with EDA investment assistance must not be used to secure a mortgage or deed of trust or in any way otherwise encumbered. *See* 13 CFR § 314.6.

- b. *Recording EDA’s Interest in Real Property.*
- i. For all Projects involving the acquisition, construction, or improvement of a building, as determined by EDA, the Recipient shall execute and furnish to the Government, prior to initial Award disbursement, a lien, covenant, or other statement, satisfactory to EDA in form and substance, of EDA’s interest in the property acquired or improved in whole or in part with the funds made available under this Award. EDA may require such statement after initial Award disbursement in the event that grant funds are being used to acquire such property. The statement must specify the estimated useful life of the Project and shall include but not be limited to the disposition, encumbrance, and the Federal Share compensation requirements. *See* 13 CFR §§ 314.1 (“Definitions”) and 314.8(a) (“Recorded statement for real property”). *See also* 2 CFR § 200.316 (“Property trust relationship”).
 - ii. This lien, covenant, or other statement of the Government’s interest must be perfected and placed of record in the real property records of the jurisdiction in which the property is located, all in accordance with applicable law. EDA may require an opinion of counsel for the Recipient to substantiate that the document was validly executed and properly recorded. *See* 13 CFR § 314.8(b).
 - iii. Facilities in which the EDA investment is only a small part of a larger project, as determined by EDA, may be exempted from the requirements listed in paragraphs L.3.b.i and ii above. *See* 13 CFR § 314.8(c).

- iv. In extraordinary circumstances and at EDA's sole discretion, EDA may choose to accept another instrument to protect EDA's interest in the Project property, such as an escrow agreement or letter of credit, provided that EDA determines such instrument is adequate and a recorded statement in accord with section L.3.b.i above is not reasonably available. The terms and provisions of the relevant instrument shall be satisfactory to EDA in EDA's sole judgment. The costs and fees for escrow services or letters of credit shall be paid by the Recipient. *See* 13 CFR § 314.8(d).
- c. *Recording EDA's Interest in Personal Property.* For all Projects involving the acquisition or improvement of significant items of personal property, including but not limited to ships, machinery, equipment, removable fixtures, or structural components of buildings, the Recipient shall execute a security interest, covenant, or other statement of EDA's reversionary interest in the personal property acceptable in form and substance to EDA, which statement must be perfected and placed of record in accordance with applicable law (usually accomplished by filing a Uniform Commercial Code Financing Statement (Form UCC-1), as provided by State law), with continuances re-filed as appropriate. EDA may require an opinion of counsel for the Recipient to substantiate that the Form UCC-1 or other filing was validly executed and properly recorded. *See* 13 CFR § 314.9 ("Recorded statement for personal property").
- d. The Recipient acknowledges that the Government retains an undivided equitable reversionary interest in property acquired or improved in whole or in part with grant funds made available through this Award throughout the estimated useful life (as determined by EDA) of the Project, except in applicable instances set forth at 13 CFR § 314.7(c) ("Title"). *See* 13 CFR § 314.2(a) ("Federal interest").
- e. The Recipient agrees that if any interest in property acquired or improved in whole or in part with EDA investment assistance is disposed of, encumbered or alienated in any manner, or no longer used for the authorized purposes of the Award during the Project's estimated useful life without EDA's written approval, the Government will be entitled to recover the Federal Share, as defined at 13 CFR § 314.5 ("Federal share"). If, during the Project's estimated useful life, the property is no longer needed for the purposes of the Award, as determined by EDA, EDA may permit its use for other acceptable purposes consistent with those authorized by PWEDA and 13 CFR Chapter III. *See* 13 CFR § 314.3(b) ("Authorized use of property").
- f. For purposes of any lien or security interest, the amount of the Federal Share shall be the portion of the current fair market value of any property (after deducting any actual and reasonable selling and repair expenses incurred to put the property into marketable condition) attributable to EDA's participation in the Project. *See* 13 CFR § 314.5 ("Federal share").
- g. The alienation of Award property includes sale or other conveyance of the Recipient's interest, leasing or mortgaging the property, or granting an option for any of the foregoing.
- h. In accordance with 2 CFR § 200.329 ("Reporting on real property"), the Federal awarding agency or pass through entity must require a non-Federal entity to submit reports (using Form SF-429 "Real Property Status Report" or any successor form) at least annually on the status of real property in which the Federal Government retains an interest, unless the Federal Interest in the real property extends 15 years or longer. In those instances where the Federal Interest attached is for a period of 15 years or more, the Federal awarding agency or

pass-through entity, at its option, may require the non-Federal entity to report at various multi-year frequencies (*e.g.*, every two years or every three years, not to exceed a five-year reporting period; or annual reporting for the first three years and thereafter every five years). The Federal awarding agency or pass-through entity may also require a non-Federal entity to periodically submit reports (using Form SF-428 “Tangible Personal Property Report” or any successor form) concerning tangible personal property in which the Federal Government retains an interest. In addition, the Federal awarding agency or pass-through entity may require a non-Federal entity to submit Form SF-429 and/or Form SF-428 in connection with a non-Federal entity’s request to acquire, encumber, dispose of, or take any other action pertaining to real property or tangible personal property acquired or improved, in whole or in part, under this Award or pertaining to Federally owned property under this Award. *See also* section C.2 “Reporting on Real Property” of these Construction ST&Cs.

4. Insurance and Bonding.

- a. *Insurance.* The Recipient shall, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided for property owned by the Recipient. Federally owned property need not be otherwise insured unless required by the Terms and Conditions of the Award. *See* 2 CFR § 200.310 (“Insurance coverage”).
- b. *Bonding.* If the Award exceeds the simplified acquisition threshold as defined at 2 CFR § 200.88, EDA may accept the Recipient’s or subrecipient’s bonding policy and requirements if EDA or the pass-through entity determines that the Federal Interest is adequately protected. If not, the following minimum requirements shall apply:
 - i. A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
 - ii. A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor’s obligations under such contract.
 - iii. A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to ensure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract. *See* 2 CFR § 200.325 (“Bonding requirements”).

5. Leasing Restrictions.

Leasing or renting of facilities or property is prohibited unless specifically authorized by EDA. The Recipient agrees that any leasing or renting of any facilities or property involved in this Project will be subject to the following:

- a. That said lease arrangement is consistent with the authorized general and special purpose of the Award;
- b. That said lease arrangement is for adequate consideration; and

- c. That said lease arrangement is consistent with applicable EDA requirements concerning but not limited to nondiscrimination and environmental compliance.

6. Eminent Domain.

The Recipient will use funds solely for the authorized purpose of the Project. Pursuant to Executive Order 13406, "Protecting the Property Rights of the American People," the Recipient agrees:

- a. Not to exercise any power of eminent domain available to the Recipient (including the commencement of eminent domain proceedings) for use in connection with the Project for the purpose of advancing the economic interests of private parties; and
- b. Not to accept title to land, easements, or other interests in land acquired by the exercise of any power of eminent domain for use in connection with the Project for such purposes.

The Recipient agrees that any use of the power of eminent domain to acquire land, easements, or interests in land, whether by the Recipient or any other entity that has the power of eminent domain, in connection with the Project without the prior written consent of EDA is an unauthorized use of the Project. If the Recipient puts the Project to an unauthorized use, the Recipient shall compensate EDA for its fair share in accordance with 13 CFR §§ 314.4 ("Unauthorized use of property") and 314.5 ("Federal share"), as the same may be amended from time to time.

7. Disposal of Real Property.

- a. During the estimated useful life of the Project, if EDA and the Recipient determine that property acquired or improved in whole or in part with EDA investment assistance is no longer needed for the original purposes of this Award, EDA may, in its sole discretion, approve use of the property in other Federal grant programs or in programs that have purposes consistent with those authorized by PWEDA and 13 CFR Chapter III. *See* 13 CFR § 314.3(b) ("Authorized use of property").
- b. When property is not disposed of as provided in section L.7.a above, the Government shall determine final disposition and must be compensated by the Recipient for the Federal Share of the value of the property, plus costs and interest, as provided in 13 CFR § 314.4 ("Unauthorized use of property").

M. FEDERAL ENVIRONMENTAL REQUIREMENTS.

Environmental impacts must be considered by Federal decision-makers in their decisions whether or not to approve: (i) a proposal for Federal assistance; (ii) the proposal with mitigation; or (iii) a different proposal/grant having less adverse environmental impacts. Federal environmental laws require that the funding agency initiate an early planning process that considers potential impacts of the projects funded with Federal assistance on the environment. Each Recipient must comply with all environmental standards, to include those prescribed under the following statutes and executive orders, and shall identify to the awarding agency any impact a proposed project may have on the environment. In some cases, Award funds can be withheld by the Grants Officer under a special award condition requiring the Recipient to submit additional environmental compliance information

sufficient to enable the DOC to make an assessment on any impacts that a project may have on the environment.

1. The National Environmental Policy Act of 1969 (42 U.S.C. § 4321 *et seq.*).

The National Environmental Policy Act (“NEPA”) and the Council on Environmental Quality (“CEQ”) implementing regulations (40 CFR parts 1500–1508) require that an environmental analysis be completed for all major Federal actions significantly affecting the environment. NEPA applies to the actions of Federal agencies and may include a Federal agency’s decision to fund non-Federal projects under grants and cooperative agreements when the Award activities remain subject to Federal authority and control. Recipients are required to identify to the awarding agency any impact an award will have on the quality of the human environment, and assist the agency in complying with NEPA. Recipients may also be requested to assist EDA in drafting an environmental assessment if EDA determines an assessment is required. Until the appropriate NEPA documentation is complete, and if any additional information is required during the period of performance to assess Project environmental impacts, funds can be withheld by the Grants Officer under a special award condition requiring the Recipient to submit the appropriate NEPA documentation sufficient to enable EDA to make an assessment on any environmental impacts of a Project.

2. National Historic Preservation Act (54 U.S.C. § 300101 *et seq.*).

Section 106 of the National Historic Preservation Act (“NHPA”) (54 U.S.C. § 300101 *et seq.* (formerly codified at 16 U.S.C. § 470f)) and the Advisory Council on Historic Preservation implementing regulations (36 CFR part 800) require that Federal agencies take into account the effects of their undertakings on historic properties. Recipients are required to identify to the awarding agency any effects the Award may have on properties included on or eligible for inclusion on the National Register of Historic Places. Recipients may also be requested to assist EDA in consulting with State or Tribal Historic Preservation Officers or other applicable interested parties necessary to identify, assess and resolve adverse effects on historic properties. Until the appropriate NHPA consultations and documentation are complete and if any additional information is required during the period of performance in order to assess Project impacts on historic properties, funds can be withheld by the Grants Officer under a special award condition requiring the Recipient to submit any information sufficient to enable EDA to make the requisite assessment under the NHPA.

3. Environmental Quality Improvement Act of 1970, as amended (42 U.S.C. §§ 4371–4375).

Federally supported public works facilities and activities that affect the environment shall be implemented in compliance with policies established under existing law.

4. Clean Air Act (42 U.S.C. § 7401 *et seq.*), Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*) (Clean Water Act), and Executive Order 11738 (“Providing for Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants or Loans”).

The Recipient must comply with the provisions of the Clean Air Act (42 U.S.C. § 7401 *et seq.*), Clean Water Act (33 U.S.C. § 1251 *et seq.*), and Executive Order 11738 (38 *Fed. Reg.* 25161, 1973), and shall not use a facility on the Environmental Protection Agency’s (“EPA’s”) *List of*

Violating Facilities (this list is incorporated into the Excluded Parties List System located at <https://www.sam.gov/portal/public/SAM/>) in undertaking work that is nonexempt under 2 CFR § 1532, and shall notify the Project Officer in writing if it intends to use a facility that is on the EPA's *List of Violating Facilities* or knows that the facility has been recommended to be placed on the list.

5. The Safe Drinking Water Act of 1974, as amended (42 U.S.C. § 300f *et seq.*).

This Act precludes Federal assistance for any project that the EPA determines may contaminate a sole source aquifer so as to threaten public health.

6. Executive Order 11988 (“Floodplain Management”) and Executive Order 11990 (“Protection of Wetlands”).

Recipients must identify proposed actions in Federally defined floodplains and wetlands to enable the agency to make a determination whether there is an alternative to minimize any potential harm.

7. The Flood Disaster Protection Act (42 U.S.C. § 4002 *et seq.*), and regulations and guidelines issued thereunder by the U.S. Federal Emergency Management Administration (“FEMA”) or by EDA.

Flood insurance, when available, is required for Federally assisted construction or acquisition in flood-prone areas.

8. The Coastal Zone Management Act (16 U.S.C. § 1451 *et seq.*).

Funded projects must be consistent with a coastal State's approved management plan for the coastal zone.

9. The Coastal Barrier Resources Act (16 U.S.C. § 3501 *et seq.*).

Only in certain circumstances can Federal funding be provided for actions within a Coastal Barrier System.

10. The Wild and Scenic Rivers Act (16 U.S.C. § 1271 *et seq.*).

This Act applies to awards that may affect existing or proposed components of the National Wild and Scenic Rivers system.

11. The Fish and Wildlife Coordination Act (16 U.S.C. § 661 *et seq.*).

This Act requires the evaluation of impacts to fish and wildlife from Federally assisted proposed water resource development projects.

12. The Endangered Species Act (16 U.S.C. § 1531 *et seq.*).

The Recipient must identify any impact or activities that may involve a threatened or endangered species. Federal agencies have the responsibility to ensure that no adverse effects to a protected species or habitat occur from actions with Federal financial assistance and to conduct the required reviews under the Endangered Species Act, as applicable.

13. The Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA, more commonly known as Superfund) (42 U.S.C. § 9601 *et seq.*), and the Community Environmental Response Facilitation Act (Pub. L. No. 102-426, 42 U.S.C. §§ 9601 *note et seq.* and 9620(h)(4)).

These requirements address responsibilities related to hazardous substance releases, threatened releases, and environmental cleanup. They also impose reporting and community involvement requirements to ensure disclosure of the release or disposal of regulated substances and cleanup of hazards to State and local emergency responders.

14. The Resource Conservation and Recovery Act (42 U.S.C. § 6901 *et seq.*).

This Act regulates the generation, transportation, treatment, and disposal of hazardous wastes, and also provides that Recipients give preference in their procurement programs to the purchase of recycled products pursuant to EPA guidelines.

15. Executive Order 12898 (“Environmental Justice in Minority Populations and Low-Income Populations”).

Federal agencies are required to identify and address any disproportionately high adverse human health or environmental effects of Federal programs, policies, and activities on low-income and minority populations.

16. The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4821 *et seq.*).

Use of lead-based paint in residential structures constructed or rehabilitated by the Federal Government or with Federal assistance is prohibited.

17. The Farmland Protection Policy Act (7 U.S.C. §§ 4201–4209).

Projects are subject to review under this Act if they may irreversibly directly or indirectly convert farmland, including forest land, pastureland, cropland, or other land, to nonagricultural use.

18. The Noise Control Act of 1972 (42 U.S.C. § 4901 *et seq.*).

Federally supported facilities and activities shall comply with Federal, State, interstate, and local requirements respecting control and abatement of environmental noise to the same extent that any person is subject to such requirements.

19. The Native American Graves Protection and Repatriation Act (25 U.S.C. § 3001 *et seq.*).

This Act provides a process for returning certain Native American cultural items to lineal descendants, culturally affiliated Indian tribes, and Native Hawaiian organizations.

N. NOTICE AND EVIDENCE OF COMPLIANCE WITH ALL APPLICABLE ENVIRONMENTAL REQUIREMENTS.

The Recipient agrees to promptly notify the Grants Officer in writing of any environmental requirement or restriction, regulatory or otherwise, with which it must comply. Before Project Closeout and final disbursement of Award funds, the Recipient further agrees to provide evidence satisfactory to the Grants Officer that any required environmental remediation has been completed: (1) in compliance with all applicable Federal, State and local regulations; and (2) as set forth in the

applicable lease, finding of suitability to lease (“FOSL”), lease in furtherance of conveyance, quitclaim deed, or other conveyance instrument and any amendments, supplements, or succeeding documents. Compliance with said laws or restrictions shall be included in any contract documents for Project construction. The Recipient must certify compliance before final disbursement of grant funds.

O. MISCELLANEOUS REQUIREMENTS.

1. Criminal and Prohibited Activities.

- a. The Program Fraud Civil Remedies Act (31 U.S.C. § 3801 *et seq.*) provides for the imposition of civil penalties against persons who make false, fictitious, or fraudulent claims to the Federal Government for money (including money representing grants, loans, or other benefits).
- b. The False Claims Amendment Act of 1986 and the False Statements Accountability Act of 1996 (18 U.S.C. §§ 287 and 1001, respectively) provide that whoever makes or presents any false, fictitious, or fraudulent statement, representation, or claim against the United States shall be subject to imprisonment of not more than five years and shall be subject to a fine in the amount provided by 18 U.S.C. § 287.
- c. The Civil False Claims Act (31 U.S.C. §§ 3729–3733) provides that suits can be brought by the Government, or a person on behalf of the Government, for false claims under Federal assistance programs.
- d. The Copeland “Anti-Kickback” Act (18 U.S.C. § 874) prohibits a person or organization engaged in a Federally supported Project from enticing an employee working on the Project from giving up a part of his or her compensation under an employment contract. The Copeland “Anti-Kickback” Act also applies to contractors and subcontractors pursuant to 40 U.S.C. § 3145.

2. Foreign Travel.

- a. The Recipient shall comply with the provisions of the Fly America Act (49 U.S.C. § 40118). The implementing regulations of the Fly America Act are found at 41 CFR §§ 301-10.131 through 301-10.143.
- b. The Fly America Act requires Federal travelers and others performing U.S. Government financed air travel to use U.S. flag air carriers, to the extent that service by such carriers is available. Foreign air carriers may be used only in specific instances, such as when a U.S. flag air carrier is unavailable or when use of U.S. flag air carrier service will not accomplish the agency’s mission.
- c. One exception to the requirement to fly U.S. flag carriers is transportation provided under a bilateral or multilateral air transport agreement, to which the United States Government and the government of a foreign country are parties, and which the Department of Transportation has determined meets the requirements of the Fly America Act pursuant to 49 U.S.C. § 40118(b). The United States Government has entered into bilateral and multilateral “Open Skies Agreements” (U.S. Government Procured Transportation) that allow Federally funded transportation services for travel and cargo movements to use foreign air carriers under certain circumstances. There are multiple Open Skies Agreements currently

in effect. For more information about the current bilateral and multilateral agreements, visit the General Services Administration (“GSA”) website at <http://www.gsa.gov/portal/content/103191>. Information on the Open Skies Agreements (U.S. Government Procured Transportation) and other specific country agreements may be accessed via the Department of State’s website at <http://www.state.gov/e/eeb/tra/>.

- d. If a foreign air carrier is anticipated to be used for any portion of travel under this Award, the Recipient must receive prior approval from the Grants Officer. When requesting such approval, the Recipient must provide a justification in accordance with the guidance provided by 41 CFR § 301-10.142, which requires the Recipient to provide the Grants Officer with the following: (i) his or her name; (ii) dates of travel; (iii) the origin and destination of travel; (iv) a detailed itinerary of travel; (v) the name of the air carrier and flight number for each leg of the trip; and (vi) a statement explaining why the Recipient meets one of the exceptions to the regulations. If the use of a foreign air carrier is pursuant to a bilateral agreement, the Recipient must provide the Grants Officer with a copy of the agreement or a citation to the official agreement available on the GSA website. The Grants Officer shall make the final determination and notify the Recipient in writing. Failure to adhere to the provisions of the Fly America Act will result in disallowance of any transportation costs for which any Recipient improperly used a foreign air carrier.

3. American-Made Equipment and Products.

Recipients are hereby notified that they are encouraged, to the greatest extent practicable, to purchase American-made equipment and products with funding provided under this Award.

4. Intellectual Property Rights.

- a. **General.** The rights to any work produced or purchased under this Award are determined by 2 CFR § 200.315 (“Intangible property”). The Recipient owns any work produced or purchased under a Federal award subject to the DOC’s royalty-free, nonexclusive, and irrevocable right to obtain, reproduce, publish, or use the work or authorize others to receive, reproduce, publish, or otherwise use the work for Government purposes. In accordance with 2 CFR § 200.315(d), the Federal Government has the right to obtain, reproduce, publish, or otherwise use the data produced under a Federal award and authorize others to receive, reproduce, publish or otherwise use such data for Federal purposes.
- b. **Inventions.** Unless otherwise provided by law, the rights to any invention made by a Recipient under this Award are determined by the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and as codified at 35 U.S.C. § 200 *et seq.*, except as otherwise required by law. The specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from Federal awards are described in more detail at 37 CFR part 401 and, in particular, in the standard patent rights clause at 37 CFR § 401.14, which is hereby incorporated by reference into this Award.
 - i. **Ownership.**
 - (1) *Recipient.* The Recipient has the right to elect to retain title to any invention it makes (conceived or first actually reduced to practice) or that is made by its employees. A Recipient that is a nonprofit organization, which includes a university or other institution of higher learning, may not assign to a third party its rights to such an

invention without the permission of DOC unless that assignment is to a patent management organization (*e.g.*, a university's Research Foundation). The Recipient's ownership rights are subject to the Government's nonexclusive, nontransferrable, irrevocable, paid-up license and other rights.

- (2) *Department*. If the Recipient elects not to retain title, fails to disclose the invention to the agency within the required time limits, or does not file a patent application within the time limits set forth in the standard patent rights clause, DOC may request an assignment of all rights, which is normally subject to a limited royalty-free, nonexclusive, revocable license for the Recipient. DOC owns any invention made solely by its employees, but may license to the Recipient in accordance with the procedures in 37 CFR part 404.
 - (3) *Inventor/Employee*. If neither the Recipient nor DOC is interested in owning an invention by a Recipient employee, the Recipient, with the written concurrence of the DOC, may allow the inventor/employee to retain ownership of the invention subject to certain restrictions as described at 37 CFR § 401.9.
 - (4) *Joint Inventions*. Inventions made jointly by a Recipient and a DOC employee will be owned jointly by the Recipient and DOC. However, DOC may transfer or license its rights to the Recipient as authorized by 35 U.S.C. § 202(e) and 37 CFR § 401.10 if the Recipient is willing to patent and license the invention, usually in exchange for a share of "net" royalties based on the number of inventors (*e.g.*, 50-50 if there is one Recipient inventor and one DOC employee inventor). The agreement will be prepared by DOC and may include other provisions, such as a royalty-free license to the Government and certain other entities. The provision at 35 U.S.C. § 202(e) also authorizes the Recipient to transfer its rights to the Government, which can agree to share royalties similarly as described above.
- ii. *Responsibilities – iEdison*. The Recipient has responsibilities and duties set forth in the standard patent rights clause, which are described below. The Recipient is expected to comply with all requirements of the standard patent rights clause and 37 CFR part 401 and is required to submit its disclosures, elections, and requests for waivers from any requirement for substantial U.S. manufacture electronically using the Interagency Edison extramural invention reporting system (iEdison) at www.iedison.gov. The Recipient may obtain a waiver of this electronic submission requirement by providing DOC compelling reasons for allowing the submission of paper copies of reports related to inventions.
- c. **Patent Notification Procedures**. Pursuant to Executive Order 12889 (58 *Fed. Reg.* 69681, 1993), DOC is required to notify the owner of any valid patent covering technology whenever DOC or a Recipient, without making a patent search, knows (or has demonstrable reasonable grounds to know) that technology covered by a valid United States patent has been or will be used without a license from the owner. To ensure proper notification, if the Recipient uses or has used patented technology under this Award without a license or permission from the owner, the Recipient must notify the Grants Officer. This notice does not constitute authorization or consent by the Government to any copyright or patent infringement occurring under the Award.
 - d. **Copyright**. A Recipient may copyright any work produced under this Award subject to DOC's royalty-free, nonexclusive, and irrevocable right to obtain, reproduce, publish or

otherwise use the work or authorize others to do so for Government purposes. Works jointly authored by DOC and Recipient employees may be copyrighted, but only the part of such works authored by the Recipient is protectable in the United States because, under 17 U.S.C. § 105, works produced by Government employees are not copyrightable in the United States. On occasion and as permitted under 17 U.S.C. § 105, DOC may require the Recipient to transfer to DOC a copyright in a particular work for Government purposes or when DOC is undertaking the primary dissemination of the work.

5. Increasing Seat Belt Use in the United States.

Pursuant to Executive Order 13043, Recipients should encourage employees and contractors to enforce on-the-job seat belt policies and programs when operating company-owned, rented, or personally-owned vehicles.

6. Research Involving Human Subjects.

- a. All proposed research involving human subjects must be conducted in accordance with 15 CFR part 27 (“Protection of Human Subjects”). No research involving human subjects is permitted under this Award unless expressly authorized by special award condition or otherwise authorized in writing by the Grants Officer.
- b. Federal policy defines a human subject as a living individual about whom an investigator conducting research obtains (i) data through intervention or interaction with the individual, or (ii) identifiable private information. Research means a systematic investigation, including research development, testing and evaluation, designed to develop or contribute to generalizable knowledge.
- c. DOC regulations at 15 CFR part 27 require that the Recipient maintain appropriate policies and procedures for the protection of human subjects. In the event it becomes evident that human subjects may be involved in this Project, the Recipient shall submit appropriate documentation to the Project Officer for approval. This documentation may include:
 - i. Documentation establishing approval of the Project by an institutional review board (“IRB”) approved for Federal-wide use under Department of Health and Human Services guidelines (*see* 15 CFR § 27.103);
 - ii. Documentation to support an exemption for the Project under 15 CFR § 27.101(b); or
 - iii. Documentation of IRB approval of any modification to a prior approved protocol or to an informed consent form.
- d. No work involving human subjects may be undertaken, conducted, or costs incurred and/or charged for human subjects research until the appropriate documentation is approved in writing by the Grants Officer. In accordance with 15 CFR § 27.118, if research involving human subjects is proposed after an award is made, the Recipient must contact the Grants Officer and provide required documentation. Notwithstanding this prohibition, work may be initiated or costs incurred and/or charged to the Project for protocol or instrument development related to human subjects research.

7. Federal Employee Expenses.

Federal agencies are generally barred from accepting funds from a Recipient to pay transportation, travel, or other expenses for any Federal employee. Use of Award funds (Federal or non-Federal) or the Recipient's provision of in-kind goods or services for the purposes of transportation, travel, or any other expenses for any Federal employee may raise appropriation augmentation issues. In addition, DOC policy prohibits the acceptance of gifts, including travel payments for Federal employees, from Recipients or applicants regardless of the source.

8. Minority Serving Institutions Initiative.

Pursuant to Executive Orders 13555 ("White House Initiative on Educational Excellence for Hispanics") (75 *Fed. Reg.* 65417, 2010), 13592 ("Improving American Indian and Alaska Native Educational Opportunities and Strengthening Tribal Colleges and Universities") (76 *Fed. Reg.* 76603, 2011), and 13532 ("Promoting Excellence, Innovation, and Sustainability at Historically Black Colleges and Universities") (75 *Fed. Reg.* 9749, 2010), DOC is strongly committed to broadening the participation of minority serving institutions ("MSIs") in its financial assistance programs.

DOC's goals include achieving full participation of MSIs in order to advance the development of human potential, strengthen the nation's capacity to provide high-quality education, and increase opportunities for MSIs to participate in and benefit from Federal financial assistance programs. DOC encourages all applicants and recipients to include meaningful participation of MSIs. Institutions eligible to be considered MSIs are listed on the Department of Education website at <https://www2.ed.gov/about/offices/list/ocr/edlite-minorityinst.html>.

9. Research Misconduct.

The DOC adopts, and applies to financial assistance for research, the Federal Policy on Research Misconduct ("Federal Policy") issued by the Executive Office of the President's Office of Science and Technology Policy on December 6, 2000 (65 *Fed. Reg.* 76260). As provided for in the Federal Policy, research misconduct refers to the fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results. Research misconduct does not include honest errors or differences of opinion. Recipient organizations that conduct extramural research funded by the DOC must foster an atmosphere conducive to the responsible conduct of sponsored research by safeguarding against and resolving allegations of research misconduct. Recipient organizations also have the primary responsibility to prevent, detect, and investigate allegations of research misconduct and, for this purpose, may rely on their internal policies and procedures, as appropriate, to do so. Recipients must notify the Grants Officer of any allegation that meets the definition of research misconduct and detail the entity's inquiry to determine whether there is sufficient evidence to proceed with an investigation, as well as the result of any investigation. DOC may take appropriate administrative or enforcement action at any time under the Award, up to and including Award termination and possible suspension or debarment, and referral to the DOC Office of the Inspector General ("OIG"), the U.S. Department of Justice, or other appropriate investigative body.

10. Publications, Videos, and Acknowledgment of Sponsorship.

- a. Publication of results or findings in appropriate professional journals and production of video or other media are encouraged as important methods of recording and reporting results of Federally funded projects, such as scientific research, and expanding access to Federally funded projects.
- b. Recipients must submit a copy of any publication materials, including but not limited to print, recorded or Internet materials, to their EDA Project Officer.
- c. When releasing information related to a funded Project, Recipients must include a statement that the Project or effort undertaken was or is sponsored by DOC.
- d. Recipients are responsible for ensuring that every publication of material based on, developed under, or produced under this Award, except scientific articles or papers appearing in scientific, technical or professional journals, contains the following disclaimer:

This [report/video] was prepared by [Recipient name] using Federal funds under award [number] from the Economic Development Administration, U.S. Department of Commerce.

The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of the Economic Development Administration or the U.S. Department of Commerce.

11. Care and Use of Live Vertebrate Animals.

Recipients must comply with the Laboratory Animal Welfare Act of 1966 (Pub. L. No. 89-544), as amended (7 U.S.C. § 2131 *et seq.*) (“Animal acquisition, transport, care, handling, and use in projects”), and the implementing regulations at 9 CFR parts 1, 2, and 3; the Endangered Species Act (16 U.S.C. § 1531 *et seq.*); the Marine Mammal Protection Act (16 U.S.C. § 1361 *et seq.*) (“Taking possession, transport, purchase, sale, export or import of wildlife and plants”); the Non-indigenous Aquatic Nuisance Prevention and Control Act (16 U.S.C. § 4701 *et seq.*) (“Ensure preventive measures are taken or that probable harm of using species is minimal if there is an escape or release”); and all other applicable statutes pertaining to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by Federal financial assistance. No research involving vertebrate animals is permitted under any DOC award unless authorized by the Grants Officer.

12. Homeland Security Presidential Directive 12.

If performance under the Award requires Recipient personnel to have routine access to Federally controlled facilities and/or Federally controlled information systems (for purposes of this condition, “routine access” is defined as more than 180 business days), such personnel must undergo the personal identity verification credential process. In the case of foreign nationals, the DOC will conduct a check with the U.S. Citizenship and Immigration Services (“USCIS”) Verification Division, a component of the Department of Homeland Security (“DHS”), to ensure that the individual is in a lawful immigration status and that he or she is eligible for employment within the U.S. Any items or services delivered under this Award shall comply with DOC personal identity verification procedures that implement Homeland Security Presidential Directive 12, “Policy for a Common Identification Standard for Federal Employees and

Contractors,” Federal Information Processing Standards Publication (“FIPS PUB”) Number 201, and OMB Memorandum M-05-24. The Recipient shall ensure that its subrecipients and contractors (at all tiers) performing work under this Award comply with the requirements contained in this term. The Grants Officer may delay final payment under this Award if a subrecipient or contractor fails to comply with the requirements listed below. The Recipient shall insert the following term in all subawards and contracts when the subrecipient or contractor is required to have routine physical access to a Federally controlled facility or routine access to a Federally controlled information system:

The subrecipient or contractor shall comply with DOC personal identity verification procedures identified in the subaward or contract that implement Homeland Security Presidential Directive 12 (HSPD-12), Office of Management and Budget (OMB) Guidance M-05-24, as amended, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended, for all employees under this subaward or contract who require routine physical access to a Federally controlled facility or routine access to a Federally controlled information system.

The subrecipient or contractor shall account for all forms of Government-provided identification issued to the subrecipient or contractor employees in connection with performance under this subaward or contract. The subrecipient or contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by DOC: (1) When no longer needed for subaward or contract performance; (2) Upon completion of the subrecipient or contractor employee’s employment; (3) Upon subaward or contract completion or termination.

13. Compliance with Department of Commerce Bureau of Industry and Security Export Administration Regulations.

- a. This term applies to the extent that this Award involves access to export-controlled items.
- b. In performing under this Award, the Recipient may gain access to export-controlled information or technology. The Recipient is responsible for compliance with all applicable laws and regulations regarding export-controlled information and technology, including the deemed exports and reexports provisions of the Export Administration Regulations (“EAR”). The Recipient shall establish and maintain throughout performance of this Award effective export compliance procedures at non-DOC facilities. At a minimum, these export compliance procedures must include adequate controls of physical, verbal, visual, and electronic access to export-controlled information and technology.
- c. Definitions.
 - i. *Export-controlled items.* Items (commodities, software, or technology) that are subject to the EAR (15 CFR §§ 730–774), implemented by the DOC’s Bureau of Industry and Security. These are generally known as “dual-use” items—that is, items with a military and commercial application.
 - ii. *Deemed export/reexport.* The EAR defines a deemed export as a release of export-controlled items (specifically, technology or source code) to a foreign national in the U.S. Such release is “deemed” to be an export to the home country of the foreign national. 15 CFR § 734.2(b)(2)(ii). A release may take the form of visual inspection, oral exchange

of information, or the application abroad of knowledge or technical experience acquired in the U.S. If such a release occurs abroad, it is considered a deemed reexport to the foreign national's home country. Licenses from DOC may be required for deemed exports or reexports.

- d. The Recipient shall control access to all export-controlled information and technology that it possesses or that comes into its possession in performance of this Award, to ensure that access is restricted, or licensed, as required by applicable Federal laws, executive orders, or regulations, including the EAR.
- e. As applicable, Recipient personnel and associates at DOC sites will be informed of any procedures to identify and protect export-controlled items.
- f. Nothing in the Terms and Conditions of this Award is intended to change, supersede or waive the requirements of applicable Federal laws, executive orders, or regulations.
- g. The Recipient shall include this subsection entitled "Compliance with Department of Commerce Bureau of Industry and Security Export Administration Regulations," including this subparagraph g, in all lower-tier transactions (subawards, contracts, and subcontracts) under this Award that may involve access to export-controlled information technology.

14. The Trafficking Victims Protection Act of 2000 (22 U.S.C. § 7104(g)), as Amended, and the Implementing Regulations at 2 CFR part 175.

The Trafficking Victims Protection Act of 2000 authorizes termination of financial assistance provided to a private entity, without penalty to the Federal Government, if the Recipient engages in certain activities related to trafficking in persons. The Department hereby incorporates the following Award term required by 2 CFR § 175.15(b). See <http://www.gpo.gov/fdsys/pkg/CFR-2012-title2-vol1/pdf/CFR-2012-title2-vol1-sec175-15.pdf>

- a. *Provisions applicable to a Recipient that is a private entity.*
 - i. The Recipient, its employees, subrecipients under this Award, and subrecipients' employees may not:
 - (1) Engage in severe forms of trafficking in persons during the period of time that the Award is in effect;
 - (2) Procure a commercial sex act during the period of time that the Award is in effect; or
 - (3) Use forced labor in the performance of the Award or subawards under the Award.
 - ii. EDA, as the Federal awarding agency, may unilaterally terminate this Award, without penalty, if the Recipient or a subrecipient that is a private entity:
 - (1) Is determined to have violated a prohibition in paragraph a.i of this Award term; or
 - (2) Has an employee who is determined by the Grants Officer to have violated a prohibition in paragraph a.i of this Award term through conduct that is either:
 - (A) associated with performance under this Award; or (B) imputed to the Recipient or a subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided at 2 CFR part 180 ("OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)") as

implemented by DOC at 2 CFR part 1326 (“Nonprocurement Debarment and Suspension”).

- b. *Provision applicable to a Recipient other than a private entity.* EDA, as the Federal awarding agency, may unilaterally terminate this Award, without penalty, if a subrecipient that is a private entity:
- i. Is determined to have violated an applicable prohibition in paragraph a.i of this Award term; or
 - ii. Has an employee who is determined by the Grants Officer to have violated an applicable prohibition in paragraph a.i of this Award term through conduct that is either:
 - (1) Associated with performance under this Award; or
 - (2) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided at 2 CFR part 180 (“OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)”), as implemented by DOC at 2 CFR part 1326 (“Nonprocurement Debarment and Suspension”).
- c. *Provisions applicable to any Recipient.*
- i. The Recipient must inform EDA immediately of any information it receives from any source alleging a violation of a prohibition in paragraph a.i of this Award term.
 - ii. EDA’s right to terminate this Award unilaterally, as described in paragraph a.ii or b of this section:
 - (1) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (“TVPA”), as amended (22 U.S.C. § 7104(g)), and
 - (2) Is in addition to all other remedies for noncompliance that are available to EDA under this Award.
 - iii. The Recipient must include the requirements of paragraph a.i of this Award term in any subaward made to a private entity.
- d. *Definitions.* For purposes of this Award term:
- i. “Employee” means either:
 - (1) An individual employed by the Recipient or a subrecipient who is engaged in the performance of the Project under this Award; or
 - (2) Another person engaged in the performance of the Project under this Award and not compensated by the Recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward Matching Share requirements.
 - ii. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subsection to involuntary servitude, peonage, debt bondage, or slavery.
 - iii. “Private entity”:

- (1) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined at 2 CFR § 175.25;
- (2) Includes: (A) a nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of “Indian tribe” at 2 CFR § 175.25(b); and (B) a for-profit organization.
- iv. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given in section 103 of the TVPA, as amended (22 U.S.C. § 7102).

15. The Federal Funding Accountability and Transparency Act of 2006 (Pub. L. No. 109-282, 31 U.S.C. § 6101 Note), as Amended by the Government Funding Transparency Act of 2008 (Pub. L. No. 110-252).

- a. **Searchable Website Requirements.** The Federal Funding Accountability and Transparency Act of 2006 (“FFATA” or “Transparency Act”) requires that information on Federal awards (Federal financial assistance and expenditures) be made available to the public via a single, searchable website. This information is available at www.USASpending.gov. To meet these requirements, Recipients and subrecipients must include the following data elements in their Application:
 - i. Name of entity receiving Award;
 - ii. Award amount;
 - iii. Transaction type, funding agency, Catalog of Federal Domestic Assistance Number, and descriptive Award title;
 - iv. Location of entity and primary location of performance (city, State, Congressional District, and country); and
 - v. Unique identifier of entity.

See also 2 CFR § 200.211 (“Public access to Federal award information”).

- b. **Subaward and Executive Compensation Data Reporting Requirements.** A Recipient awarded a new Federal grant greater than or equal to \$25,000 on or after October 1, 2010, other than those funded by the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111-5) (“Recovery Act”), are subject to FFATA subaward reporting requirements as outlined in the OMB guidance issued August 27, 2010. The Recipient is required to file a FFATA subaward report by the end of the month following the month in which the Recipient awards any subgrant greater than or equal to \$25,000. *See* Pub. L. No. 109-282, as amended by section 6202(a) of Pub. L. No. 110-252 (*see* 31 U.S.C. § 6101 note). The reporting requirements are located in Appendix A of 2 CFR part 170 and are available at <https://www.gpo.gov/fdsys/pkg/CFR-2015-title2-vol11/pdf/CFR-2015-title2-vol11-part170.pdf>.

- i. Reporting of first-tier subawards.
 - (1) Applicability. Unless exempt as provided in paragraph b.iv of this Award term, the Recipient must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery Act funds (as defined in section 1512(a)(2) of the

Recovery Act, Pub. L. No. 111-5) for a subaward to an entity (*see* definitions in paragraph b.v of this Award term).

(2) Where and when to report.

- (a) The Recipient must report each obligating action described in paragraph b.i(1) of this Award term to <http://www.fsr.gov>.
- (b) For subaward information, the Recipient must report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2015, the obligation must be reported by no later than December 31, 2015.)

(3) What to report. The Recipient must report information about each obligating action that the submission instructions posted at <http://www.fsr.gov> specify.

ii. Reporting total compensation of Recipient executives.

(1) Applicability and what to report. The Recipient must report total compensation for each of its five most highly compensated executives for the preceding completed fiscal year, if:

- (a) The total Federal funding authorized to date under this Award is \$25,000 or more;
- (b) In the preceding fiscal year, the Recipient received:
 - (i) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR § 170.320 (and subawards); and
 - (ii) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR § 170.320 (and subawards); and
- (c) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, *see* the U.S. Securities and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

(2) Where and when to report. The Recipient must report executive total compensation described in paragraph b.ii of this Award term:

- (a) As part of its registration profile at <http://www.ccr.gov>.
- (b) By the end of the month following the month in which this Award is made, and annually thereafter.

iii. Reporting total compensation of subrecipient executives.

(1) Applicability and what to report. Unless the subrecipient is exempt as provided in paragraph b.iv of this Award term, each first-tier subrecipient under this Award shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if:

- (a) In the subrecipient's preceding fiscal year, the subrecipient received:
- (i) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR § 170.320 (and subawards); and
 - (ii) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
- (b) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, *see* the U.S. Securities and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
- See also* 2 CFR § 200.300(b) ("Statutory and national policy requirements").
- (2) Where and when to report. The subrecipient must report its executive total compensation described in paragraph b.iii of this Award term:
- (a) To the Recipient.
 - (b) By the end of the month following the month during which the subaward is made. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), the required compensation information of the subrecipient must be reported by November 30 of that year.
- iv. Exemptions. If, in the previous tax year, the Recipient had gross income, from all sources, under \$300,000, it is exempt from the requirements to report:
- (1) Subawards, and
 - (2) The total compensation of the five most highly compensated executives of any subrecipient.
- v. Definitions. For purposes of this Award term:
- (1) "Entity" means all of the following, as defined at 2 CFR part 25:
 - (a) A Governmental organization, which is a State, local government, or Indian tribe;
 - (b) A foreign public entity;
 - (c) A domestic or foreign nonprofit organization;
 - (d) A domestic or foreign for-profit organization; and
 - (e) A Federal agency, but only as a subrecipient under an award or subaward to a Recipient.
 - (2) "Executive" means officers, managing partners, or any other employees in management positions.
 - (3) "Subaward":

- (a) This term means a legal instrument to provide support for the performance of any portion of the substantive Project or program for which the Recipient received this Award and that the Recipient awards to an eligible subrecipient.
 - (b) The term does not include the Recipient's procurement of property and services needed to carry out the Project or program (for further explanation, *see* 2 CFR § 200.330).
 - (c) A subaward may be provided through any legal agreement, including an agreement that the Recipient or a subrecipient considers a contract.
- (4) "Subrecipient" means an entity that:
- (a) Receives a subaward from the Recipient under this Award; and
 - (b) Is accountable to the Recipient for the use of the Federal funds provided by the subaward.
- (5) "Total compensation" means the cash and noncash dollar value earned by the executive during the Recipient's or subrecipient's preceding fiscal year and includes the following (for more information, *see* 17 CFR § 229.402(c)(2)):
- (a) Salary and bonus.
 - (b) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Share Based Payments.
 - (c) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives and are available generally to all salaried employees.
 - (d) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - (e) Above-market earnings on deferred compensation which is not tax-qualified.
 - (f) Other compensation, if the aggregate value of all such other compensation (*e.g.*, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- c. **Central Contractor Registration ("CCR") and Universal Identifier Requirements.** In accordance with 2 CFR part 25, the Recipient must obtain a Data Universal Numbering System ("DUNS") number and maintain an active registration in the CCR database. In addition, the Recipient must notify potential first-tier subrecipients that no entity may receive a first-tier subaward unless the entity has provided its DUNS number to the Recipient. The requirements are located in Appendix A of 2 CFR part 25 and are available at <http://www.gpo.gov/fdsys/pkg/CFR-2015-title2-vol1/pdf/CFR-2015-title2-vol1-part25.pdf>.
- i. Requirement for CCR. Unless exempted from this requirement under 2 CFR § 25.110, the Recipient must maintain the currency of its information in the

CCR until it submits the final financial report required under this Award or receives the final payment, whichever is later. This requires that the Recipient review and update the information at least annually after the initial registration, and more frequently if required by changes in its information or another Award term.

ii. Requirement for DUNS Numbers. If authorized to make subawards under this Award, the Recipient:

- (1) Must notify potential subrecipients that no entity (*see* definition in paragraph b.v of this Award term) may receive a subaward from the Recipient unless the entity has provided its DUNS number to the Recipient.
- (2) May not make a subaward to an entity unless the entity has provided its DUNS number to the Recipient.

iii. Definitions for purposes of this Award term:

- (1) “Central Contractor Registration (“CCR”)” means the Federal repository into which an entity must provide information required for the conduct of business as a Recipient. Additional information about registration procedures may be found at the System for Award Management website (currently at <https://www.sam.gov/portal/public/SAM/>).
- (2) “Data Universal Numbering System (“DUNS”)” number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
- (3) “Entity,” as it is used in this Award term, means all of the following, as defined at 2 CFR part 25, subpart C:
 - (a) A Governmental organization, which is a State, local government, or Indian Tribe;
 - (b) A foreign public entity;
 - (c) A domestic or foreign nonprofit organization;
 - (d) A domestic or foreign for-profit organization; and
 - (e) A Federal agency, but only as a subrecipient under an award or subaward to a Recipient.
- (4) “Subaward”:
 - (a) This term means a legal instrument to provide support for the performance of any portion of the substantive Project or program for which the Recipient received this Award and that the Recipient awards to an eligible subrecipient.
 - (b) The term does not include the Recipient’s procurement of property and services needed to carry out the Project or program (for further explanation, *see* 2 CFR § 200.330).
 - (c) A subaward may be provided through any legal agreement, including an agreement that the Recipient considers a contract.

(5) “Subrecipient” means an entity that:

- (a) Receives a subaward from the Recipient under this Award; and
- (b) Is accountable to the Recipient for the use of the Federal funds provided by the subaward.

See also 2 CFR § 200.300(b) (“Statutory and national policy requirements”).

16. Federal Financial Assistance Planning During a Funding Hiatus or Government Shutdown.

This term sets forth initial guidance that will be implemented for Federal financial assistance awards in the event of a lapse in appropriations, or a Government shutdown. The Grants Officer may issue further guidance prior to an anticipated shutdown.

- a. Unless there is an actual rescission of funds for specific grant obligations, Recipients under Federal financial assistance awards for which funds have been obligated generally will be able to continue to perform and incur allowable expenses under the Award during a funding hiatus. Recipients are advised that ongoing activities by Federal employees involved in grant administration (including payment processing) or similar operational and administrative work cannot continue when there is a funding lapse. Therefore, there may be delays, including payment processing delays, in the event of a shutdown.
- b. All Award actions will be delayed during a Government shutdown; if it appears that a Recipient’s performance under a grant or cooperative agreement will require agency involvement, direction, or clearance during the period of a possible Government shutdown, the Project Officer or Grants Officer, as appropriate, may attempt to provide such involvement, direction, or clearance prior to the shutdown or advise the Recipient that such involvement, direction, or clearance will not be forthcoming during the shutdown. Accordingly, Recipients whose ability to withdraw funds is subject to prior agency approval, which in general are Recipients that have been designated high risk, Recipients under construction awards, and other Recipients limited to reimbursements or subject to agency review, will be able draw funds down from the relevant Automatic Standard Application for Payment (“ASAP”) account only if agency approval is given and coded into ASAP prior to any Government shutdown or closure. This limitation may not be lifted during a Government shutdown. Recipients should plan to work with the Grants Officer to request prior approvals in advance of a shutdown wherever possible. Recipients whose authority to draw down award funds is restricted may decide to suspend work until the Government reopens.
- c. The ASAP system should remain operational during a Government shutdown. Recipients that do not require any Grants Officer or agency approval to draw down advance funds from their ASAP accounts should be able to do so during a shutdown. The 30-day limitation on the drawdown of advance funds will still apply notwithstanding a Government shutdown and advanced funds held for more than 30 days will have to be returned with interest.

APPENDIX

The following reference materials and forms are available online:

1. 2 CFR part 200, “*Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*”
2. 2 CFR part 1326, “*Nonprocurement Debarment and Suspension*”
3. 13 CFR Chapter III (EDA’s regulations)
4. 15 CFR part 4, “*Disclosure of Government Information*”
5. 15 CFR part 27, “*Protection of Human Subjects*”
6. 15 CFR part 28, “*New Restrictions on Lobbying*”
7. 15 CFR part 29, “*Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)*”
8. 48 CFR part 31, “*Contract Cost Principles and Procedures*”
9. Code of Federal Regulations (CFR): Government Printing Office’s Federal Digital System (FDSYS) at <https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR>
10. EDA’s regulations: <http://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR>; search for Title 13, Chapter III after selecting the relevant year
11. OMB Circulars: www.whitehouse.gov/omb/circulars/index.html
12. Davis-Bacon wage rate determinations: <http://www.wdol.gov/dba.aspx>

Governmentwide and DOC-Specific Forms:

1. Form CD-281, “Report of Government Property in Possession of Contractor”
2. Form CD-450, “Financial Assistance Award”
3. Form CD-451, “Amendment to Financial Assistance Award”
4. Form SF-425, “Federal Financial Report”
5. Form SF-428, “Tangible Personal Property”
6. Form SF-429, “Real Property Status Report”
7. Form SF-271, “Outlay Report and Request for Reimbursement for Construction Programs”
8. Form SF-272, “Federal Cash Transaction Report”
9. Form SF-LLL, “Disclosure of Lobbying Activities”

Commerce Department (“CD”) forms:

http://ocio.os.doc.gov/ITPolicyandPrograms/Electronic_Forms/index.htm

Governmentwide Standard Forms (“SF”): https://www.whitehouse.gov/omb/grants_forms

SPECIFIC AWARD CONDITIONS
U.S. DEPARTMENT OF COMMERCE
Economic Development Administration (EDA)

Public Works and Economic Development Facilities Program
under 42 U.S.C. § 3141, Section 201 of the
Public Works and Economic Development Act of 1965 (Public Law 89-136),
as amended by the Economic Development Administration Reauthorization Act of 2004
(Public Law 108-373)

Project Title: Wrangell Water Treatment Plant Improvement Project	
Recipient Name: City and Borough of Wrangell	Project Number: 07 01 07472

1. This EDA Award supports the work described in the approved final scope of work, which is incorporated by reference into this Award, as the *Authorized Scope of Work*. All work on this project must be consistent with the *Authorized Scope of Work*, unless the Grants Officer has authorized a modification of the scope of work in writing through an amendment memorialized by a fully executed Form CD-451.

The *Authorized Scope of Work* for this project includes:

The Scope of Work to be carried out by the City and Borough of Wrangell for the project to be funded by EDA calls for the construction of a water treatment plant that includes blasting, removal of bedrock to allow for the expanding the existing roughing filter metal building, site grading with associated drainage, installation of **two** new pre-packaged Dissolved Air Flotation System (DAF) train each complete with flow splitters, loaders/mixers, DAF chamber, and flocculating tanks. Included are all associated instrumentation controls including VFDs, electrical systems, plumbing, stairs, handrails, and access walking platforms, meters, chemical feeders with dosing pumps, saturators, compressor, recycle pumps, air scour blower, automatic/manual control valving, multimedia filter chamber (**three total**), backwash clarifying storage tank and sludge dewatering system, Process piping (DAF piping connections, influent and effluent piping, rinse and backwash piping, yard piping, drain piping) and temporary water treatment system.

2. The Recipient Contact's name, title, address, and telephone number are:

Amber Al-Haddad Capital Facilities Director Phone: (907) 874-3902 Email: aal-haddad@wrangell.com	City and Borough of Wrangell Capital Facilities Department P.O. Box 531 Wrangell, Alaska 99929-0531
---	--

3. The Grants Officer is authorized to award, amend, suspend, and terminate financial assistance awards. The Grants Officer is:

A. Leonard Smith Regional Director FAX: (206) 220-7657	Economic Development Administration Seattle Regional Office 915 Second Avenue, Room 1890 Seattle, Washington 98174-1012
--	--

4. The Federal Program Officer (Area Director) oversees the programmatic aspects of this Award. The Federal Program Officer is:

Kerstin Millius Area Director Phone: (206) 220-7700 FAX: (206) 220-7669 Email: KMillius@eda.gov	Economic Development Administration Seattle Regional Office 915 Second Avenue, Room 1890 Seattle, Washington 98174-1012
---	--

5. The EDA Project Officer is responsible for day-to-day administration and liaison with the Recipient and receives all reports and payment requests. The Project Officer is:

Mariano Iglecias Civil Engineer Phone: (206) 220-7701 FAX: (206) 220-7669 Email: MIglecias@eda.gov	Economic Development Administration Seattle Regional Office 915 Second Avenue, Room 1890 Seattle, Washington 98174-1012
--	--

6. **ADDITIONAL INCLUDED DOCUMENTS:** In addition to the regulations, documents, or authorities incorporated by reference on the *Financial Assistance Award* (Form CD-450), the following additional documents are hereby incorporated by reference into this Award:

- The Recipient’s application, including any attachments, project descriptions, schedules, and subsequently submitted supplemental documentation.

Should there be a discrepancy among these documents the Special Award Conditions (this document) and associated attachments hereto shall control.

7. **PROJECT DEVELOPMENT TIME SCHEDULE:** The Recipient agrees to the following Project development time schedule:

<u>Item</u>	<u>Submission Deadline</u>
Return of Executed Financial Assistance Award	30 calendar days after receipt of Form CD-450
Start of Construction	24 Months from Date of Award
Completion of Construction	48 Months from Date of Award
Authorized Award End Date	60 Months from Date of Award
Submission of Final Financial Report on Standard Form 425	No later than 90 calendar days after Award End Date

Project Closeout – All Project closeout documents, including final financial reports (Standard Form 425) and any required program reports, shall be submitted to EDA not more than 90 calendar days after the date the Recipient accepts the completed project from the contractor(s).

The Recipient shall diligently pursue the development of the Project so as to ensure completion within this time schedule. Moreover, the Recipient shall promptly notify EDA in writing of any event that could substantially delay meeting any of the proscribed time limits for the Project as set forth above. The Recipient further acknowledges that failure to meet the development time schedule may result in EDA's taking action to terminate the Award in accordance with the regulations set forth at 2 C.F.R. § 200.338 through § 200.342.

8. PROJECT REPORTING AND FINANCIAL DISBURSEMENTS INSTRUCTIONS:

A. AWARD DISBURSEMENTS: EDA will make disbursements under this Award on a reimbursement basis only, in accord with the procedures that will be outlined during the grant kick-off meeting.

The *Outlay Report and Request for Reimbursement for Construction Programs* (Standard Form 271) is used to request a disbursement, which shall be approved in writing by the Civil Engineer/Project Officer.

Please note that prior to the initial disbursement, Recipients must complete SF-3881, *ACH Vendor/Miscellaneous Payment Enrollment Form* and submit it to NOAA's Accounting Office by FAX to (301) 528-3675 (FAX is required to secure confidentiality of sensitive information). The form must be completed by the respective parties (EDA, Recipient Bank, and Recipient) at the start of each new award.

B. REPORTS:

- a. Project Progress Reports: The Recipient shall submit project progress reports to the Civil Engineer/Project Officer on a quarterly basis for the periods ending **December 31, March 31, June 30 and September 30**, or any portion thereof until the final grant payment is made by EDA. Reports should be submitted in accordance with the format required by the Project Officer and discussed during the project kick-off meeting. Reports are due no later than the 15th day of the month following the end of the quarterly period.
- b. Financial Reports: The Recipient shall submit a "*Federal Financial Report*" (Standard Form 425) on a semi-annual basis for the periods ending **March 31 and September 30**, or any portion thereof. Reports are due no later than 30 days following the end of the semi-annual period.

A Final Financial Report on Standard Form 425 must be submitted no more than 90 calendar days after the expiration date of the Award (e.g., the Award end date specified on the Form CD-450 or Form CD-451). Final Financial reports should follow the guidance outlined by the form instructions for submitting mid-term financial reports, but should ensure that all fields accurately reflect the total outlays for the entire project period, and that all matching and program income (if applicable) is fully

reported. Final grant rate and determinations of final balances owed to the government will be determined by the information on the final Standard Form 425, so it is imperative that this final financial form is submitted in a timely and accurate manner.

- c. *Real Property Reporting*: Consistent with 2 C.F.R. § 200.329 (“Reporting on real property”), the Recipient must submit reports (using SF-429 “Real Property Status Report” or any successor form). The initial SF-429 form must be returned to the EDA Project Officer no later than December 31 of the year of the initial disbursement of Federal funds. Because EDA’s interest in this real property extends at least 15 years, successive reports will be required by December 31 every **two** years thereafter during the established useful life of the property, rather than on an annual basis. At its sole discretion, EDA reserves the right to require more or less frequent real property reporting for the duration of the useful life of real property in which it retains an interest under this Project.

9. ALLOWABLE COSTS AND AUTHORIZED BUDGET: Total allowable costs will be determined after the final financial documents are submitted in accordance with the applicable authorities specified on the *Financial Assistance Award* (Form CD-450), including the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* at 2 C.F.R. part 200.

Except as otherwise expressly provided for within these Special Award Conditions, the Federal share of the allowable costs shall be based on the Investment Rate for the Award, as established on the Form CD-450 or any subsequent amendment (Form CD-451). In the event of an underrun in total allowable costs for this project, the Federal share of allowable costs shall be determined by the Investment Rate. The Federal share of total allowable costs shall not exceed the dollar amount specified on the original Award or any subsequent amendments.

Line Item Budget:

- A. Under the terms of the Award, the total approved authorized budget is:

Federal Share (EDA Funds)	\$2,996,953
Non-Federal Matching Share	<u>\$3,972,707</u>
Total Project Cost	\$6,969,660

B. Under the terms of this Award, the total approved line item budget is:

COST CLASSIFICATION	Proposed	Approved
Administrative and legal expenses	\$153,517	\$153,517
Land, structures, rights-of-way, etc.	\$0	\$0
Relocation expenses and payments	\$0	\$0
Architectural and engineering fees	\$368,440	\$368,440
Other architectural and engineering fees	\$0	\$0
Project inspection fees	\$307,033	\$307,033
Site work	\$0	\$0
Demolition and removal	\$0	\$0
Construction	\$5,848,257	\$5,848,257
Equipment	\$0	\$0
Miscellaneous	\$0	\$0
Contingencies	<u>\$292,413</u>	<u>\$292,413</u>
Total Project Cost	\$6,969,660	\$6,969,660

10. FEDERAL SHARE: The EDA participation in total eligible project costs will be limited to the EDA grant amount or the EDA share of total allowable project costs, based on the area’s grant rate eligibility at the time of award, whichever is less.

11. MATCHING SHARE: The Recipient agrees to provide the Recipient’s non-Federal Matching Share contribution for eligible project expenses in proportion to the Federal share requested for such project expenses. The Recipient also certifies that, in accepting the Financial Assistance Award, the Recipient’s Matching Share of the project costs is committed and unencumbered, from authorized sources, and shall be available as needed for the project.

12. REFUND CHECKS, INTEREST, OR UNUSED FUNDS: Treasury has given EDA two options for having payments deposited to EDA’s account:

- i. The first one is Pay.Gov. This option allows the payee to pay EDA through the Internet. The payee will have the option to make a one-time payment or to set up an account to make regular payments.
- ii. The second option is Paper Check conversion. All checks must identify on their face the name of the DOC agency funding the award, award number, and no more than a two-word description to identify the reason for the refund or check. A copy of the check should be provided to the EDA Project Officer. This option allows the payee to send a check to NOAA’s Accounting Office, who processes EDA’s accounting functions at the following address:

U.S. Department of Commerce
 National Oceanic and Atmospheric Administration
 Finance Office - Accounting Operations Division
 Attn: EDA Grants
 20020 Century Boulevard
 Germantown, MD 20874

The accounting staff will scan the checks in encrypted file to the Federal Reserve Bank, and the funds will be deposited in EDA's account. While this process will not be an issue with most payees, there are occasionally issues for entities remitting funds to EDA via check. If you are remitting funds to EDA via check, please make note of the following:

Notice to Customers Making Payment by Check

If a check is sent to EDA, it will be converted into an electronic funds transfer by copying the check and using the account information to electronically debit your account for the amount of the check. The debit from your account will usually occur within 24 hours and will appear on your regular account statement.

EDA will not return your original check; the original will be destroyed and a copy will be maintained in our office. If the Electronic Funds Transfer (EFT) cannot be processed for technical reasons, the copy will be processed in place of the original check. If the EFT cannot be completed because of insufficient funds, we will charge you a one-time fee of \$25.00, which will be collected by EFT.

13. CONSTRUCTION COMPLETION: In keeping with prudent grants management policy, EDA construction projects must be completed within five (5) years from the date the Form CD-450 is signed by the Recipient accepting the Award. If construction is not completed by this date and the Grants Officer determines, after consultation with the Grant Recipient, that construction to completion cannot reasonably be expected to proceed promptly and expeditiously, the grant may be terminated. Extensions beyond the five-year project period are exceedingly rare and can only be authorized by the Assistant Secretary.

14. GOALS FOR WOMEN AND MINORITIES IN CONSTRUCTION: Department of Labor regulations set forth in 41 C.F.R. § 60-4 establish goals and timetables for participation of minorities and women in the construction industry. These regulations apply to all federally assisted construction contracts in excess of \$10,000. The Recipient shall comply with these regulations and shall obtain compliance with 41 C.F.R. § 60-4 from contractors and subcontractors employed in the completion of the Project by including such notices, clauses and provisions in the Solicitations for Offers or Bids as required by 41 C.F.R. § 60-4. The goal for the participation of women in each trade area shall be as follows: From April 1, 1981, until further notice: 6.9 percent.

All changes to this goal, as published in the *Federal Register* in accordance with the Office of Federal Contract Compliance Programs regulations at 41 C.F.R. § 60-4.6, or any successor regulations, shall hereafter be incorporated by reference into these Special Award Conditions.

Goals for minority participation shall be as prescribed by Appendix B-80, *Federal Register*, Volume 45, No. 194, October 3, 1980, or subsequent publications. The Recipient shall include the “*Standard Federal Equal Employment Opportunity Construction Contract Specifications*” (or cause them to be included, if appropriate) in all Federally-assisted contracts and subcontracts. The goals and timetables for minority and female participation may not be less than those published pursuant to 41 C.F.R. § 60-4.6.

- 15. ARCHITECT/ENGINEER AGREEMENT.** Prior to initial disbursement of funds by EDA, the Recipient must submit to the Government for approval, an Architect/Engineer Agreement that meets the requirements in the EDA’s “Summary of EDA Construction Standards,” as well as the competitive procurement standards of 2 C.F.R. Part 200 and EDA Regulations at 13 C.F.R. Chapter III. The fee for basic Architect/Engineer Services will be a lump sum or an agreed maximum, and no part of the fees for other services will be based on a cost-plus-a-percentage-of-cost or a cost using a multiplier.
- 16. PROCUREMENT:** The Recipients agree that all procurement transactions shall be in accordance with Federal regulations adopted by the Department of Commerce at 2 C.F.R. Part 200 and the EDA regulations contained in 13 C.F.R. Chapter III, especially 13 C.F.R. Part 305 and 13 C.F.R. section 302.17 (“Conflicts of Interest”).
- 17. EVIDENCE OF GOOD TITLE:** Prior to the initial disbursement of funds by EDA, the Recipient shall provide opinion of counsel, satisfactory to the Government, that the Recipient has acquired good and marketable title to land, free of all encumbrances, as well as rights-of-way, and easements necessary for the completion of the project, or of a long-term leasehold interest in accordance with 13 C.F.R. § 314.7.
- 18. NONRELOCATION:** In signing this award of financial assistance, the Recipient(s) attests that the EDA funded project will not be used to induce the relocation or the movement of existing jobs from one Region to another Region by a primary beneficiary of the Award. In the event that EDA determines that its assistance was used for such relocation purposes, EDA reserves the right to pursue all rights and remedies, including suspension of disbursements and termination of the award for convenience or cause, and disallowance of any costs attributable, directly or indirectly, to the relocation and the recovery of the Federal share thereof.

For purposes of ensuring that EDA assistance will not be used for relocation purposes, each applicant must inform EDA of all employers that constitute primary beneficiaries of the project assisted by EDA. EDA considers an employer to be a “primary beneficiary” if, in seeking EDA assistance, the applicant estimates that such employer will create or save 100 or more permanent jobs as a result of the investment assistance and specifically names the employer in its application to EDA to make the Award. In smaller communities, EDA may consider a primary beneficiary to be an employer of 50 or more jobs permanent jobs so identified.

19. PROJECT INSPECTION AGREEMENT. Prior to initial disbursement of funds by EDA, the Recipient must submit to the Government for approval, a Project Inspection Agreement that meets the requirements in the EDA's "Summary of EDA Construction Standards," as well as the competitive procurement standards of 2 C.F.R. Part 200 and EDA Regulations at 13 C.F.R. Chapter III. The fee for basic Project Inspection Services will be a lump sum or an agreed maximum, and no part of the fees for other services will be based on a cost-plus-a-percentage-of-cost or a cost using a multiplier.

20. RECORDED MORTGAGE OR COVENANT OF FEDERAL SHARE: To better memorialize and protect the Federal Share in real property acquired or improved, in whole or in part, with the funds made available under this Award, the Recipient shall and hereby agrees that prior to initial disbursement under the Award it shall execute and cause to be recorded a first priority unsubordinated mortgage lien in favor of EDA or, when permitted by EDA due to a Recipient's legal restriction against recording a mortgage (or deed of trust), a covenant declaring EDA's interest in said real property. EDA shall advise whether the Mortgage or Covenant will be used. The Mortgage or Covenant will be duly recorded with the appropriate office where mortgages are recorded for the jurisdiction where the real property is situated. The Mortgage or Covenant shall be in a form and substance satisfactory to EDA. Upon request by EDA Recipient shall furnish an opinion by counsel for the Recipient that the Mortgage or Covenant is a valid and enforceable agreement according to its terms, and has been duly recorded in the appropriate office where mortgages are recorded for that applicable jurisdiction. EDA may waive this requirement in writing where, in the sole judgment of EDA, the EDA investment forms only a small part of a larger project.

The Recipient further agrees that:

- (a) Except as provided in 13 C.F.R. § 314.3, whenever, during the expected useful life of the project, any property acquired or improved in whole or in part with grant assistance is disposed of, or no longer used for the authorized purpose of the project, the Government must be compensated by the Recipient for the Federal share of the value of the property; provided that for equipment and supplies, the standards in 2 C.F.R. Part 200 or any supplements or successors thereto, as applicable, shall apply.
- (b) If property is disposed of or encumbered without EDA approval EDA may assert its interest in the property to recover the Federal share of the value of the property for the Government. EDA may pursue its rights under both paragraphs (a) and (b) of this section to recover the Federal share, plus costs and interest.
- (c) The Federal share of the value of the property is that percentage of the current fair market value of the property attributed to the EDA participation in the project (after deducting actual and reasonable selling and fix-up expenses, if any, incurred to put the property into condition for sale). The Federal share excludes that value of the property attributable to acquisition or improvements before or after EDA's participation in the project and not included in project costs.
- (d) The lien, covenant or other statement of EDA's interest must remain in effect throughout the useful life of the Project which is determined to be 20 years.

- 21. ARCHEOLOGICAL AND HISTORICAL RESOURCES:** If during construction of the project, historical and archeological resources, including burial grounds and artifacts are discovered, the Recipient shall immediately stop construction in the area, contact the State Historic Preservation Officer and EDA and follow the SHPO's instruction for the preservation of resources.
- 22. MIGRATORY BIRDS:** To ensure ground-disturbing activities do not result in "take" of an active nest or migratory bird protected under the Migratory Bird Treaty Act, the Recipient shall include in the bid documents the following recommendations and requirements of the U.S. Fish and Wildlife Service:
- No vegetation clearing April 15 through July 15
- 23. NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT:** Prior to solicitation of bids, the Recipient shall provide documentation satisfactory to EDA that the National Pollutant Discharge Elimination System permit (in this case likely a construction general permit) has been obtained or is not applicable or that the bid documents include language requiring the contractor to obtain the permit prior to the start of construction. If the contractor obtains the permit, then prior to initial disbursement of any construction costs, the Recipient shall provide EDA with satisfactory documentation that the permit has been obtained.
- 24. ALASKA DEPARTMENT OF ENVIRONMENTAL CONSERVATION (ADEC) PERMIT:** Prior to solicitation of bids, the Recipient shall provide evidence to the satisfaction of the EDA that Recipient has submitted design plans to ADEC for all elements of both the EDA project and the USDA Companion project that require ADEC review. Prior to commencement of construction, the Recipient must submit evidence satisfactory to EDA that the ADEC engineering plan review has been satisfactorily completed.
- 25. USDA COMPANION PROJECT:** Prior to final disbursement and commissioning, the Recipient shall provide evidence satisfactory to the EDA, that the USDA Companion Project has been completed and the combined EDA project and USDA Companion Project is operational. The USDA Companion Project includes the following components:
- Connections to existing plant piping, which is anticipated to remain
 - Backwash Wastewater Recycling System (transfer pump; piped connections to and from the water treatment plant, for the full backwash waste disposal system)
 - Replace chlorine generation system
 - Improvements to existing caustic feed system
 - Streaming current detector
 - Electrical
 - Control panels - PLC controls for fully-automatic operation, MCC Panels, SCADA systems, and Telemetry systems.
 - 60 hp booster pumps with VFDs
 - Fuel system
 - 10 hp transfer pump
 - Reconfigure existing ozone system

- Convert existing sand filters to clearwells
- Standby generator
- Remodel existing control building for chemical storage
- Commission system and Operator training
- Punch List
- As-Builts
- Site Cleanup
- Demobilization

26. SCOPE OF WORK/NON-DUPLICATION OF PAST AND CURRENT FEDERALLY FUNDED ACTIVITIES: The Scope of Work shall not duplicate activities funded under any other federal programs, including but not limited to any other EDA Award. Recipient shall not use federal or matching share funds for this Award for the completion of any activity required under any other federally funded project and shall not claim the costs of any activity funded under any other federally funded project as part of this EDA Award. The USDA Loan proposed in the application is not considered federal funds for purposes of this paragraph. The USDA grant proposed in the application is considered federal funds for purposes of this paragraph, absent written exception from the EDA Regional Director.

27. TRAINING CERTIFICATION: Prior to final disbursement and commissioning, Recipient must provide evidence satisfactory to EDA of a training program to ensure qualified personnel for the useful life of the project. At the same time, Recipient shall demonstrate that it has at least one employee with Level III water treatment operator treatment certification or an EDA acceptable equivalent should the industry standard change. Recipient shall maintain throughout the useful life of the project at least one employee with the above certification and with every GPRA reporting period, Recipient shall provide evidence satisfactory to EDA that it is complying with this requirement.

28. BUY AMERICAN: Consistent with Executive Order 13858, *Strengthening Buy-American Preferences for Infrastructure Projects*, the Recipient is encouraged to use, to the greatest extent practicable, iron and aluminum as well as steel, cement, and other manufactured products produced in the United States in every contract, subcontract, purchase order, or sub-award that is chargeable under this Award.

29. FREEDOM OF INFORMATION ACT COMPLIANCE: EDA is responsible for meeting Freedom of Information Act (FOIA), Title 5 of the United States Code, Section 522 (5 U.S.C. §522) (Public Law 89-554), requirements regarding its records. The regulations governing the U.S. Department of Commerce under 15 C.F.R. part 4 set forth the requirements and procedures that EDA must follow in order to make the requested material, information, and records publicly available. Unless prohibited by law and to the extent required under the FOIA, contents of applications and other information submitted by applicants may be released in response to a written request for federal records that cites FOIA. Applicants should be aware that EDA may make certain application information publicly available. Accordingly, the applicant should notify EDA if it believes any application information to be confidential.

30. REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE

A. *General Reporting Requirement*

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIS)) about civil, criminal, or administrative proceedings described in paragraph B of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

B. *Proceedings About Which You Must Report*

Submit the information required about each proceeding that:

1. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
2. Reached its final disposition during the most recent five-year period; and
3. Is one of the following:
 - (a) A criminal proceeding that resulted in a conviction, as defined in paragraph E of this award term and condition;
 - (b) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - (c) An administrative proceeding, as defined in paragraph E. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - (d) Any other criminal, civil, or administrative proceeding if:
 - (i) It could have led to an outcome described in paragraph B.3.(a), (b), or (c) of this award term and condition;
 - (ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

- (iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

C. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph B of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

D. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph A of this award term and condition, you must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

E. Definitions

For purposes of this award term and condition:

1. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
2. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

31. PERFORMANCE MEASURES: The Recipient agrees to report on program performance measures and program outcomes in such a form and at such intervals as may be prescribed by EDA in compliance with the Government Performance and Results Act (GPRA) of 1993, and the Government Performance and Results Modernization Act of 2010.

At this time, all Awards for construction assistance require Recipients to report actual job creation/retention and private investment leverage three (3), six (6), and nine (9) years after an EDA investment. Recipients are to retain sufficient documentation so that they can submit these required reports. Failure to submit this required report can adversely impact the ability of the Recipient to secure future funding from EDA.

Performance measures and reporting requirements that apply to program activities funded by this investment will be provided in a separate GPRA information collection document. EDA staff will contact Recipients in writing within a reasonable period prior to the time of submission of the reports with information on how this data should be submitted. Recipients should ensure adequate and sufficient records are kept to support the methodology for computing initial job and private investment estimates and all subsequent actual performance data calculations so that this information can be made available to EDA in the event of an audits or performance site visits.

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	November 12, 2019
	<u>Agenda Section</u>	13

RESOLUTION No 11-19-1501 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE FY 2020 BUDGET IN THE INDUSTRIAL CONSTRUCTION FUND INCREASING THE AUTHORIZED EXPENDITURE IN THE ENVIRONMENTAL COSTS ACCOUNT IN THE AMOUNT OF \$10,780 FOR CONTAMINATED SITES WORK PLAN DEVELOPMENT

SUBMITTED BY:

Amber Al-Haddad, Capital Facilities Director

<u>FISCAL NOTE:</u>		
Expenditure Required: \$10,780		
FY 19: \$	FY 20: \$10,780	FY21: \$
Amount Budgeted:		
FY20 \$0		
Account Number(s):		
52000-000-7515		
Account Name(s):		
Industrial Construction Fund – Environmental Costs		
Unencumbered Balance(s) (prior to expenditure):		
\$10,780 (Upon approval of resolution)		

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

ATTACHMENTS: 1. Resolution No 11-19-1501

RECOMMENDATION MOTION:
Move to Approve Resolution No 11-19-1501.

SUMMARY STATEMENT:
The Alaska Department of Conservation (ADEC) has three CBW-owned properties listed as outstanding and open in their contaminated sites system. These are: 1) Former Wilcox Automotive,

Hazard ID 26212; 2) Wrangell City Shop UST #3, Hazard ID # 26199; and 3) Wrangell Medical Center, UST #2 Hazard ID 26676.

In an attempt to close these sites with DEC they informed the CBW that each site requires additional investigation. Below is a recap of the three sites and where we stand with DEC's request for further work.

- Wrangell City Shop – removal of two Underground Storage Tanks (UST) for waste oil adjacent to the Public Works Garage
- Former Wilcox Automotive – removal of three UST gasoline tanks on the property at the corner of Front Street and Campbell Drive.
- Wrangell Medical Center - change in service of a UST diesel tank on the hospital property owned by the CBW.

The CBW is working with Shannon & Wilson to develop the work plans for the three outstanding Wrangell contaminated sites, which remain open in DEC's system. The work will be performed in two tasks: 1) develop a proposed work plan that would be submitted to DEC for review and approval and 2) based on DEC return comments and approval, Shannon & Wilson would then develop a second proposal for the scope of work based on DEC's feedback.

By adopting Resolution 11-19-1502, the City and Borough of Wrangell will amend the FY 2020 budget by increasing the authorized expenditure in the amount of \$10,780 in the Industrial Construction Fund, Environmental Services Account (52000-000-7515,) and authorizing its expenditure.

The money is coming from the Industrial Construction Fund Reserve, which is currently \$165,862.

CITY AND BOROUGH OF WRANGELL, ALASKA

RESOLUTION NO. 11-19-1501

A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA AMENDING THE FY 2020 BUDGET IN THE INDUSTRIAL CONSTRUCTION FUND INCREASING THE AUTHORIZED EXPENDITURE IN THE ENVIRONMENTAL COSTS ACCOUNT IN THE AMOUNT OF \$10,780 FOR CONTAMINATED SITES WORK PLAN DEVELOPMENT

WHEREAS, the City and Borough of Wrangell, Alaska’s Resolution No. 06-19-1467 adopted the budget for all funds of the City and Borough of Wrangell, Alaska for the fiscal year 2019-2020; and

WHEREAS, staff recommends a budget amendment increasing the authorized expenditure in the Environmental Costs account in the Industrial Construction Fund in the amount of \$10,780 for developing a work plan for contaminated sites.

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

Section 1: The FY 2020 Budget is amended in the Industrial Construction Fund, Environmental Services Account (52000-000-7515), increasing the authorized expenditure in the amount \$10,780 and authorizing its expenditure for the Contaminated Sites Work Plan Development.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA this 12th day of November, 2019.

CITY & BOROUGH OF WRANGELL, ALASKA

Steve Prysunka, Mayor

ATTEST: _____
Kim Lane, Borough Clerk

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	November 12, 2019
	<u>Agenda Section</u>	13

RESOLUTION No 11-19-1502 OF THE ASSEMBLY OF THE CITY & BOROUGH OF WRANGELL, ALASKA, CALLING ON THE GOVERNMENT OF BRITISH COLUMBIA TO ACT IMMEDIATELY TO PROTECT THE TRANSBOUNDARY STIKINE WATERSHED AND ALL WHO DEPEND ON IT FROM THE IMPACTS OF CANADIAN MINING PROJECTS

SUBMITTED BY:

Kim Lane, Borough Clerk for
Heather Evoy, SEACC (Southeast Alaska
Conservation Council)

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

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

ATTACHMENTS: 1. Resolution No. 11-19-1502

RECOMMENDATION MOTION:
Move to Approve Resolution No. 11-19-1502.

SUMMARY STATEMENT:
Heather Evoy from SEACC gave a short presentation to the Assembly at the October 22nd meeting regarding Transboundary Water issues, specifically upcoming action by the British Columbia Provincial Government. Ms. Evoy asked the Assembly to pass a supporting resolution. That

resolution is attached. Following the staff agenda content there is a summary of additional background information from Ms. Evoy titled, “Impacts of Transboundary Mining on Southeast Alaskan Rivers, Salmon and Communities.

The resolution provided by Ms. Evoy originally included two WHEREAS clauses removed by the Manager. The first one below was removed because mining in BC has had an economic benefit for Wrangell over the years. Additionally the language includes the term “will”, as a predetermination that harm will come from all mining projects in Canada. The second clause was removed for a variety of reasons, including it is extremely broad and vague. The Assembly is welcome to amend the resolution by re-inserting the language.

“WHEREAS, mining projects in Canada do not contribute to the local economies of Alaska but will contribute harm to Alaskan waters within it; and”

“WHEREAS, large-scale extractive industries, including mining projects at all stages, can bring disruptive and damaging practices and consequences to the region including a rise in substance abuse, domestic violence, community divisions, economic disparity, and a decline in cultural practices; and”

The Manager made a couple of other minor changes to other sections of the resolution as it was originally provided to the CBW.

Impacts of Transboundary Mining on Southeast Alaskan Rivers, Salmon, and Communities

Opportunities for Action

Need for Action:

Transboundary mines in British Columbia put our Southeast Alaska rivers, salmon, communities, and economy at risk with no benefit to Alaska.

Currently, there are several mega-mines planned and permitted in the headwaters of salmon-bearing transboundary rivers that flow into Alaska, including the Unuk, Stikine, and Taku. It’s critical that we stand together to advocate for our shared rivers to protect them, our economy, and ways of life for future generations.

Why Now?

There is a window of opportunity right now to make political progress in both British Columbia and Alaska in regards to impacts from transboundary mining.

- **In BC:** The provincial government is favorable to progressive environmental and social concerns for the first time in many years and likely won’t be again for a long time. This is a rare opportunity to be heard by the BC government. If the government hears a collective, unified voice from SE Alaskan community leaders standing up for our transboundary rivers, salmon, and all the communities that rely on them, it would be powerful and could lead to meaningful and substantial policy changes.

• **In Alaska:** Senators Murkowski and Sullivan recently went on the record in support of action in BC on transboundary mining. They sent a letter to Premier Horgan expressing these concerns. This is therefore an ideal time to address our Alaska delegation with the message, *it's not ok to point fingers at BC and turn around and support that same harmful behavior here in Alaska. If you're against harmful mining policies and practices in BC because of impacts to downstream communities, then you must also be against those same harmful policies and practices in Alaska.* This is a great opportunity to equate the actions on both sides of the border and hold our leaders accountable to their constituents.

What We Propose:

SEACC is in the process of offering presentations and informational/technical support to Tribal governments, local governments, and other community entities about the impacts of transboundary mining in Southeast Alaska and opportunities to intervene.

To make the most of this opportunity for action, SEACC is offering support to timely action on the following from Tribal Governments, Municipal and Borough Governments, and other Community Entities:

1. Consider passing a resolution or statement to protect our transboundary rivers from the impacts of mining by October 25th.
2. If you've passed a resolution or statement, consider signing the Southeast Transboundary Mining Sign-on Letter by October 31st.
3. If you've signed the sign-on letter, consider participating in the press event to highlight the sign-on letter during the week of November 4th.

CITY AND BOROUGH OF WRANGELL, ALASKA

RESOLUTION NO. 11-19-1502

A RESOLUTION OF THE ASSEMBLY OF THE CITY & BOROUGH OF WRANGELL, ALASKA, CALLING ON THE GOVERNMENT OF BRITISH COLUMBIA TO ACT IMMEDIATELY TO PROTECT THE TRANSBOUNDARY STIKINE WATERSHED AND ALL WHO DEPEND ON IT FROM THE IMPACTS OF CANADIAN MINING PROJECTS

WHEREAS, the City and Borough of Wrangell, lies within the transboundary region of the Stikine Watershed and represent Wrangell residents; and

WHEREAS, the Wrangell Borough Assembly are the leaders in this community and have a responsibility to protect it for generations yet to come; and

WHEREAS, several proposed and operating mines, some of the largest in the world are located in the watersheds that sustain our communities; and

WHEREAS, the 35 communities and cultures of Southeast Alaska, including the Tsimshian, Tlingit and Haida Nations, are largely dependent on the relationship to waterways for commercial fisheries, sport fisheries, and other maritime harvest and food security; and

WHEREAS, the consequences of some mining activities have a history of detrimental impacts on downstream rivers and water quality that healthy fisheries depend upon, therefore posing a threat to us in Wrangell; and

WHEREAS, Canada ratified the United Nations Declaration on the Rights of Indigenous people (UNDRIP) in 2016, including the principles of free, prior, and informed consent (FPIC) for all Indigenous groups impacted by the actions of the federal government; and

WHEREAS, The Boundary Waters Treaty of 1909 between the United States and Canada states that “waters flowing across the boundary shall not be polluted on either side to the injury of health or property on the other”; and

WHEREAS, Both UNDRIP and the Boundary Waters Treaty recognize that the water, fish, and people of a shared watershed enjoy rights that transcend national boundaries; and

WHEREAS, the mines in the Stikine Watershed include the Johnny Mountain Mine and SNIP Mine (currently in exploration), the proposed Schaft Creek Mine, the operational Red Chris Mine, and the most concerning is the proposed Galore Creek Mega-Mine; and

WHEREAS, the fully permitted Galore Creek mega-mine exploratory operation is underway at the headwaters of the Stikine and Iskut Rivers within British Columbia, under the companies Teck Resources Limited and Newmont Mining Corporation; and

WHEREAS, waters of the Stikine River and the surrounding watershed support the life of integral foods, such as the five species of salmon, oolichan, trout, and plants and fungi that support subsistence within the watershed; and

WHEREAS, the Galore Creek mine has potential to directly harm citizens of the United States and British Columbia by way of harm to the Stikine River's water quality, which will directly impact foods and drinking water; and

WHEREAS, Premier Horgan, leader of the British Columbia Provincial Government, has recently committed to bring provincial laws into harmony with the Declaration; and

WHEREAS, our Alaskan Senators have recently stated their support for greater mining protections on transboundary rivers in British Columbia (BC) and called upon BC leadership to take action to guarantee the protection of Alaska's natural resources; and

WHEREAS, it is the responsibility of the Alaskan and British Columbia Governments to work together to safeguard the Stikine Watershed from harm within the transboundary region.

NOW THEREFORE, BE IT RESOLVED BY THE CITY AND BOROUGH OF WRANGELL, ALASKA THAT the Assembly of the City and Borough of Wrangell calls upon the Government of British Columbia, as the jurisdiction where these transboundary mines in the Stikine Watershed are regulated, to act immediately to protect the Stikine Watershed and all who depend on it from the impacts of mining.

BE IT FURTHER RESOLVED THAT, THE CITY AND BOROUGH OF WRANGELL, ALASKA strongly supports Premier Horgan's efforts to implement UNDRIP, including FPIC, in all Indigenous communities for all Indigenous people, specifically including those in Alaska.

BE IT FINALLY RESOLVED THAT, THE CITY AND BOROUGH OF WRANGELL, ALASKA asks the British Columbia Provincial Government and Agencies to conduct a new environmental assessment for the Galore Creek mine that incorporates the United Nations Declaration on the Rights of Indigenous People and Free Prior and Informed Consent in light of the new British Columbia Environmental Assessment Act, which came into force in August of 2019 and takes into account a wider range of effects in the final approval process that was

conducted for the current EA (Environmental Assessment Act), including health, society, gender, climate change, Aboriginal peoples, jobs, and the economy.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA this 12th DAY OF NOVEMBER, 2019.

CITY & BOROUGH OF WRANGELL, ALASKA

Steve Prysunka, Mayor

ATTEST: _____
Kim Lane, Borough Clerk

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	November 12, 2019
	<u>Agenda Section</u>	13

RESOLUTION No 11-19-1498 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE FY 2020 BUDGET IN THE HARBOR FUND BY ACCEPTING UNBUDGETED REVENUE FROM THE SALE OF THE 65' ALUMINUM GANGWAY IN THE AMOUNT OF \$8,500 AND AUTHORIZING ITS EXPENDITURE; AND AMENDING THE HARBOR FUND AND THE COMMERCIAL FISHING INFRASTRUCTURE REPLACEMENT FUND ACCEPTING RAW FISH TAX REVENUE IN THE AMOUNTS OF \$68,154.40 AND \$216,314.17 RESPECTIVELY

SUBMITTED BY:

Greg Meissner, Harbormaster

<u>FISCAL NOTE:</u>		
Expenditure Required: See Agenda Statement		
FY 20: \$	FY 21: \$	FY22: \$
Amount Budgeted:		
FY20 \$XXX		
Account Number(s):		
See agenda statement		
Account Name(s):		
Enter Text Here		
Unencumbered Balance(s) (prior to expenditure):		
\$XXX		

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

ATTACHMENTS: 1. Resolution No 11-19-1498

RECOMMENDATION MOTION:
Move to Approve Resolution No. 11-19-1498.

SUMMARY STATEMENT:
During the 2020 budget process we did not include a dollar amount in the Raw Fish Tax line item since the Governor was threatening to take the fish tax monies for the State budget. In the end the

Governor did not take the fish tax and we have received the raw fish tax money so it will be going into the Harbor Fund as unbudgeted revenue.

30% of the fish tax money goes to pay for the operating budget of the harbor. This is not to be used in the Port portion of the budget or the Boat Yard portion of the budget - just the Harbor. The balance goes into the Commercial Fishing Infrastructure Fund. This fund is to be used for infrastructure needs directly related to the commercial fishing industry needs. The attached resolution allocates the total raw fish tax payment of \$284,468.57 between the two funds.

The City attempted to surplus an aluminum gangway and there were no bidders so the City attempted to sell as over the counter and there were no takers so the City sold in the best interest of the city and received an offer of \$8,500 and we have received payment. The funds will go into the Material Sales line item of the Harbor Budget.

Last week the Harbor was given the opportunity to purchase some used, but in very good condition 50-pound dry chemical wheeled fire extinguishers for a very good price. The units usually cost \$1,600 each and these 2013 units were purchase for \$200 each. They were purchased from Western Fire and Safety in Seattle. This is the company that the Harbor does business with in regards to all the fire equipment. The units have just had their 6 year certifications and will not need to be sent off for hydro testing for 6 years. They came from a military purchase and are in very good condition and were a great find.

The FY 2020 includes \$3,000 budgeted in the Harbor Fire Equipment line item to purchase two new units, and \$1,000 in the Harbor Equipment Repair and Maintenance line item for 2 fire extinguisher re-certifications. This purchase of the used 2013 units included 20 of the 50 pound extinguishers for \$4,000. This leaves no money for recertification of the Harbor's existing units as originally budgeted. However, this was too good an opportunity to pass up.

Amber has been working on a contract with a provider to do annual certifications of all city extinguishers and the Harbor's portion of that cost is estimated to be \$1,500. I am estimating about 10 of our existing wheeled fire extinguishers will need to be disposed of as they are beyond recertification and the others will need to be recertified.

I am requesting the \$8,500 received from the aluminum gangway sale be put into the Harbor Equipment Repair and Maintenance fund for annual certifications this year and potential additional fire equipment needs from the \$8,500. Any portion of this money not used for fire protection equipment will go back into the Harbor Fund balance at the close of the fiscal year. The attached resolution accepts the revenue from the gangway sale and authorizes its expenditure.

CITY AND BOROUGH OF WRANGELL

RESOLUTION No. 11-19-1498

A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE FY 2020 BUDGET IN THE HARBOR FUND BY ACCEPTING UNBUDGETED REVENUE FROM THE SALE OF THE 65' ALUMINUM GANGWAY IN THE AMOUNT OF \$8,500 AND AUTHORIZING ITS EXPENDITURE AND AMENDING THE HARBOR FUND AND THE COMMERCIAL FISHING INFRASTRUCTURE REPLACEMENT FUND ACCEPTING RAW FISH TAX REVENUE IN THE AMOUNTS OF \$68,154.40 AND \$216,314.17 RESPECTIVELY

WHEREAS, the City held a Surplus Sale Auction on July 19, 2019 including the 6.5' x 65' aluminum gangway and it did not sell; and

WHEREAS, the City offered the surplus items that did not sell at surplus, over-the-counter beginning on July 20, 2019; and

WHEREAS, the 6.5' x 65' aluminum gangway was on that over-the-counter list for more than 30 days, and did not receive an offer; and

WHEREAS, the Assembly authorized the Borough Manager to dispose of city surplus items that were not bid on at auction, at the August 27, 2019 Regular Assembly meeting; and

WHEREAS, the City received an offer of \$8,500 for the 6.5' x 65' aluminum gangway and the Borough Manager accepted that offer; and

WHEREAS, full payment for the 6.5' x 65' aluminum gangway was received from the buyer; and

WHEREAS, the Harbor Department anticipated revenue in the amount of \$2000 for the Material Sales section and therefore, a budget amendment is required to accept this unanticipated revenue; and

WHEREAS, during the FY20 Budget process, the City did not expect to receive the Raw Fish Tax payment for FY19 as the State Budget was still in flux and therefore, did not enter an expected payment amount under the Harbor Revenue section; and

WHEREAS, payment for the FY19 Raw Fish Tax was received by the City in the amount of \$284,468.57 and therefore, a budget amendment is required to accept that payment

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

Section 1: The FY 2020 Budget in the Harbor Fund is amended to reflect an increase in revenue to account 74010 000 5234 (Material Sales) in the amount of \$8,500.

Section 2: The FY 2020 Budget in the Harbor Fund is amended to reflect an increase in authorized expenditure in account 74010 000 7009 (Equipment Repair & Maintenance) in the amount of \$8,500.

Section 3: The FY 2020 Budget in the Harbor Department Fund is amended to reflect an increase in revenue to account 74010 000 4191 (Raw Fish Tax (Stated of Alaska)) in the amount of \$68,154.40.

Section 4: The FY 2020 Budget in the Commercial Fishing Infrastructure Replacement Fund is amended to reflect an increase in revenue to account 74300 000 4191 (Raw Fish Tax (Stated of Alaska)) in the amount of \$216,314.17.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY & BOROUGH OF WRANGELL, ALASKA THIS 12th DAY OF NOVEMBER, 2019.

CITY & BOROUGH OF WRANGELL

Stephen Prysunka, Mayor

ATTEST: _____
Kim Lane, MMC, Borough Clerk

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	November 12, 2019
	<u>Agenda Section</u>	13

Approval of Memorandum of Understanding with the US Forest Service for Site Preparation and Temporary Shelter to Preserve and Interpret the MV Chugach

SUBMITTED BY:

Carol Rushmore, Economic Development Director

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

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

ATTACHMENTS: 1. Draft MOU 2. Draft Loan Agreement 3. 2017 Chugach Briefing paper 4. Memo from Port Commission regarding conceptual design

RECOMMENDATION MOTION:
Move to Approve the Memorandum of Understanding with the US Forest Service for Site Preparation and Temporary Shelter to Preserve and Interpret the MV Chugach.

SUMMARY STATEMENT:
The MV Chugach has a significant history in the Alaska Region. She became part of the Forest Service fleet in 1925 and was listed on the National Register of Historic Places in 1992. She is the last wooden ranger boat and served the region for 90 years.

In March 2015, the Tongass Forest Supervisor requested to excess the MV Chugach and use the funds from the sales of the *Tongass*, *Sitka*, and *Chugach* ranger boats to purchase or contract services of other boats. The following month Regional Forester chose not to excess the *Chugach*. The *Chugach* became a regional asset and USFS staff were tasked with finding an alternative use for her. An alternative use feasibility study was conducted in 2016. Forest Service reached out to all Alaska Region employees and the public in the communities served for ideas and proposals. The Wrangell Museum submitted a proposal for display adjacent to the Murkowski boat to build the marine heritage aspect of the Museum. At the conclusion of the study, the Regional Forester selected the Wrangell Museum proposal to exhibit and interpret the MV Chugach out of the water.

Since 2016, Wrangell Borough Staff and USFS staff have worked together to determine the best course of action to preserve the vessel for displaying and provide access to the public. Different types of agreements were proposed over the course of two years only to have upper echelon USFS reviews identify either policy issues or financing issues that needed to be resolved. Most recently, USFS was going to fund a schematic design plan for the site location including the vessel's placement, viewing platform and ramp, and a permanent structure. At the last collective meeting in October, the discussions have come full circle to utilizing a Memorandum of Understanding (MOU) to outline the intent and responsibilities. Attached is a draft MOU that identifies the responsibilities of each party to display and interpret the MV Chugach. The MV Chugach will be loaned to the Wrangell Museum via the Museum's loan intake form. The MOU identifies responsibilities of USFS and Borough.

The USFS can pay for site preparation, non-permanent structures, the cradle holding the ship, interpretation and the ongoing maintenance needs of the vessel. A site plan addressing a potential viewing platform and necessary access ramp will be part of their contract for the site preparation. The Borough is responsible for finding grant funds to design and construct and maintain a viewing platform for the vessel and if any permanent structure is necessary for housing the vessel. At a meeting in October, the USFS proposed a different option that eliminated the previously discussed permanent housing structure. They proposed using one of the canvass covers similar to what is being used in the Marine Service Center. This provides an additional talking point for interpretation of the vessel with the adjacent Marine Yard and the USFS can pay for the canvas structure.

The USFS is developing some schematic renderings of the site and will bring those with them to the Assembly meeting. The USFS will prepare the land and expand the fill necessary to move the Chugach in the boat lift to the proposed location where it will be set up in a cradle. The tent structure will cover the vessel. Initial discussions included being able to roll up tent sides during the summer season and primary viewing period.

Initial capital outlay is by the USFS for the site plan and prep, vessel relocation, canvass structure purchase and installation, and on-going vessel maintenance. The Borough will seek grant funds through marine heritage funding sources and other potential sources for the construction of the viewing platform and ADA compliant ramp.

Forest Service is asking the Assembly to approve the following:

- Acceptance of the Loan of the MV Chugach to the Wrangell Museum;

- Allow the USFS to design and fund site preparation to accommodate the transport lift and level the site for placement of the boat/new exhibit;
- Placement of the MV Chugach in a special cradle; and
- Exempt further boatyard storage fees once the MOU is signed.

Benefits to the Museum and community:

- USFS is loaning the museum a nationally significant historic wooden boat.
- Increased visitation and promotion of marine heritage
- Cost to CBW is in kind materials and donated labor to assist with site preparation. USFS is funding site preparation and purchasing a temporary shelter;
- MV Chugach exhibit will serve the dual purpose of interpreting the Wrangell Marine Yard to the public.
- CBW can terminate the loan agreement at any time. Cradle and shelter are temporary and removable; FS will be responsible for moving boat to a new location.
- FS is responsible for maintaining the boat, cradle, and shelter in perpetuity.

Benefits to the USFS:

- MV Chugach will be protected, well cared for and available/interpreted to the public.
- USFS will no longer be paying a monthly storage fee; the limited MV Chugach funding can instead go toward long term preservation/interpretation of the MV Chugach.



FS Agreement No. [redacted] [A1]

Cooperator Agreement No. [redacted] [A2]

MEMORANDUM OF UNDERSTANDING [A3]
Between The
CITY AND BOROUGH OF WRANGELL [A4]
And The
USDA, FOREST SERVICE
ALASKA REGION [A5]

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the City and Borough of Wrangell [A6], hereinafter referred to as “CBW” [A7], and the United States Department of Agriculture (USDA), Forest Service, Alaska Region [A8], hereinafter referred to as the “U.S. Forest Service.”

Background: The M/V Chugach is a 62-foot wooden-hulled crew vessel owned by the U.S. Forest Service and listed on the National Register of Historic Places. The vessel was built in 1925 and is the last wooden ranger boat in the U.S. Forest Service fleet. Continued operation of the M/V Chugach as part of the U.S. Forest Service fleet is no longer practicable. The U.S. Forest Service conducted an extensive alternative use feasibility study 2015-2016 to identify a new use for the M/V Chugach that preserves her historic integrity and presents opportunities to share with the public her history of service.

During the feasibility study’s public comment period, the CBW produced a viable proposal to work with the U.S. Forest Service to preserve and interpret the M/V Chugach at the city and borough-owned Wrangell Museum.

[A9]

Title: Site Preparation and Temporary Shelter to Preserve and Interpret the MV Chugach [A10]

I. PURPOSE: The purpose of this MOU is to document the cooperation between the parties to outline the process by which the U.S. Forest Service will work with the CBW to exhibit the M/V Chugach at the Wrangell Museum, in an outdoor setting near the water’s edge. Multiple Forest Service instruments will be used to fulfill various aspects of this joint endeavor. Work shall not occur under this MOU. Outside of this MOU the U.S. Forest Service and CBW have agreed to enter into a loan agreement to loan the MV Chugach to the Wrangell Museum [A11] in accordance with the following provisions.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:



The objective of the U.S. Forest Service Heritage Program is to provide leadership in preserving America's heritage through responsible stewardship activities that recognize, preserve, protect, enhance, and use cultural resources for the greatest public benefit. [A12] During her 90-year career as a U.S. Forest Service ranger boat, the M/V Chugach supported timber programs, research activities, and other critical work throughout the Tongass National Forest and the vicinity of Wrangell. The U.S. Forest Service desires to partner with the CBW to preserve, exhibit, and interpret the historic M/V Chugach ranger boat, including development of an interpretive program. The U.S. Forest Service will benefit from ensuring that the M/V Chugach is preserved and shared with the public for years to come.

The CBW owns and operates the Wrangell Museum. The mission of the museum is to collect, interpret, and preserve Wrangell's rich history and cultural history through exhibits and other educational opportunities. The M/V Chugach offers a unique opportunity to expand the museum's maritime history exhibit, and to interpret the activities of the U.S. Forest Service and the agency's ranger boats in Alaska. As an outdoor exhibit, the M/V Chugach will also attract new visitors to the museum throughout the year. [A13] [A14]

In consideration of the above premises, the parties agree as follows:

III. CBW [A15] SHALL:

- A. Have the opportunity to review the scope of work and work products for the site preparation contract, to include a site plan that takes into account the need for the following key amenities: boat, cradle, canopy/covering, viewing platform, and access to viewing platform.
- B. Have the opportunity to review the scope of work, work products, and associated purchase orders for a canopy/covering and landscaping block color and form.
- C. [A16] As deemed necessary by CBW, lead public outreach efforts related to moving the MV Chugach to the Wrangell Museum.
- D. Offer in kind materials and labor as appropriate and available to contribute to site preparation and moving the MV Chugach to the Wrangell Museum.
- E. Seek funds for design and construction of viewing platform.
- F. Have the opportunity to review and participate in the development of the interpretive program.

IV. THE U.S. FOREST SERVICE SHALL:

- A. Provide the CBW an opportunity to review the scope of work and work products for the site preparation contract, to include a site plan that takes into account the



need for the following key amenities: boat, cradle, canopy/covering, viewing platform, and access to viewing platform.^[A17]

- B. Provide the CBW an opportunity to review the scope of work, work products, and associated purchase orders for a canopy/covering and landscaping block color and form.^[A18]
- C. Be available to assist with and be present at public outreach events related to moving the MV Chugach to the Wrangell Museum.
- D. Provide CBW an opportunity to review and participate in the development of the interpretive program.

V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

- A. ^[A19]
- B. PRINCIPAL CONTACTS^[A20]. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts^[A21]:

Cooperator Program Contact	Cooperator Administrative Contact
Carol Rushmore PO Box 531 Wrangell, AD 99929 Telephone: 907-874-2381 FAX: 907-874-3952 Email: ecodev@wrangell.com	Joyce Mason PO Box 531 Wrangell, AD 99929 Telephone: 907-874-2381 FAX: 907-874-3952 Email: jmason@wrangell.com

Principal U.S. Forest Service Contacts^[A22]:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Keri Hicks PO Box 21628 Juneau, AK 99802 Telephone: 907-586-7859 Email: keri.hicks@usda.gov	Pamela Ward Telephone: 470-215-3437 Email: pamela.ward@usda.gov

- C. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or ^[A23] is sufficient only if in



writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the MOU.

To [CBW]_[A24], at [CBW]_[A25]'s address shown in the MOU or such other address designated within the MOU.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- D. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts the U.S. Forest Service or [CBW]_[A26] from participating in similar activities with other public or private agencies, organizations, and individuals.
- E. ENDORSEMENT. Any of [CBW]_[A27]'s contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of [CBW]'s products or [activities]_[A28].
- F. NONBINDING AGREEMENT. This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable by law or equity. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purpose(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer anything of value.

Specific, prospective projects or activities that involve the transfer of funds, services, property, and/or anything of value to a party requires the execution of separate agreements and are contingent upon numerous factors, including, as applicable, but not limited to: agency availability of appropriated funds and other resources; cooperator availability of funds and other resources; agency and cooperator administrative and legal requirements (including agency authorization by statute); etc. This MOU neither provides, nor meets these criteria. If the parties elect to enter into an obligation agreement that involves the transfer of funds, services, property, and/or anything of value to a party, then the applicable criteria must be met. Additionally, under a prospective agreement, each party operates under its own laws, regulations, and/or policies, and any Forest Service obligation is subject to the availability of appropriated funds and other resources. The negotiation, execution, and administration of these prospective agreements must comply with all applicable law.

Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.



- G. USE OF U.S. FOREST SERVICE INSIGNIA^[A29]. In order for CBW^[A30] to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications. A written request must be submitted and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.
- H. MEMBERS OF U.S. CONGRESS^[A31]. Pursuant to 41 U.S.C. 22, no U.S. member of, or U.S. delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- I. FREEDOM OF INFORMATION ACT (FOIA). Public access to MOU or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).
- J. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- M. PUBLIC NOTICES^[A32]. It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. CBW^[A33] is encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows:
- "Heritage Program^[A34] of the U.S. Forest Service, Department of Agriculture^[A35]."
- CBW^[A36] may call on the U.S. Forest Service's Office of Communication for advice regarding public notices. CBW^[A37] is requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to The U.S. Forest Service's Office of Communications as far in advance of release as possible.
- N. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA^[A38]. CBW^[A39] shall



acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this MOU.

- O. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL^[A40]. CBW^[A41] shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

"This institution is an equal opportunity provider."

- P. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.
- Q. DEBARMENT AND SUSPENSION^[A42]. CBW^[A43] shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should CBW^[A44] or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- R. MODIFICATIONS. Modifications within the scope of this MOU must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.
- S. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective through August 24, 2023^[A45] at which time it will expire.



T. AUTHORIZED REPRESENTATIVES^[A46]. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this MOU.

In witness whereof, the parties hereto have executed this MOU as of the last date written below.

				[A47]
[A48],		[A49]	Date	
City and Borough of Wrangell				

				[A50]
DAVID E. SCHMID, Acting Regional Forester U.S. Forest Service, Alaska Region				Date

The authority and format of this agreement have been reviewed and approved for signature.

				[A51]
Pamela Ward U.S. Forest Service Grants Management Specialist				Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.



Date	Loan Information
	Loan Beginning Date
	Loan Ending Date

Legal Owner (Required): Name:USDA Forest Service, Alaska Region

Address: 709 West 9th Street City: Juneau State: Alaska Zip: 99801

Phone: 907-586-8775

E-mail: david.schmid@usda.gov

Authorized Agent (if items not received from Legal Owner) or Secondary contact (Required):

Name: Keri Hicks

Address: 709 West 9th Street City: Juneau State: Alaska Zip: 99801

Phone: 907-586-7859

E-mail: keri.hicks@usda.gov

Beneficiary (Required): Name: n/a

Address: _____
 City: _____ State: _____ Zip: _____
 Phone: _____
 E-mail: _____

Description of loaned items: The M/V Chugach is a 62-foot wooden-hulled crew vessel owned by the U.S. Forest Service and listed on the National Register of Historic Places. The vessel was built in 1925 and is the last wooden ranger boat in the U.S. Forest Service fleet.

Credit Line:
 _____ Initial here if you do not want public acknowledgement of your loan on the exhibit label

Please use the following name(s) for public display labels: USDA Forest Service, Alaska Region

I have read and agree to the conditions of this loan, including the **Care and Preservation** of loaned objects, **Insurance, Use of Loaned Items, Notification of Loan Termination** and **Forfeiture of Loaned Objects**.

 Owner

 Date

 Director, The Wrangell Museum

 Date

Conditions Covering Loans

Care and Preservation

1. The item(s) listed are loaned to The Wrangell Museum without charge, and with the understanding that the museum will give the objects borrowed the same care as it does comparable to its own property. It is understood by the lender that all tangible objects are subject to gradual inherent deterioration for which neither party is responsible.
2. Evidence of damage at the time of receipt or while in the custody of The Wrangell Museum will be reported to the lender as soon as possible.
3. No alteration, restoration, or repair will be undertaken without the written authorization of the lender.
4. The lender certifies that the object(s) lent are in such condition as to withstand ordinary strains of packing and transportation.

I agree to hold free and harmless The Wrangell Museum and the City of Wrangell, its affiliates, agents, servants, employees, officers and director from any and all costs and expenses including, but not limited to, attorney's fees, reasonable investigative and discovery costs, court costs, and all other sums.

Signed

Date

Insurance

1. The lender will release The Wrangell Museum from any liability for loss, damage, or destruction of item(s) unless such loss or damage can be proven to be caused by negligence or wrongful acts by The Wrangell Museum.
2. No insurance is provided by The Wrangell Museum unless specifically stated in the loan agreement.

Use of Loaned Items

Unless otherwise notified in writing by the lender, the object(s) lent may be photographed by The Wrangell Museum for records, educational, catalog and publicity purposes, and may be made available for research by scholars.

Notification of Loan Termination and Forfeiture of Loaned Objects

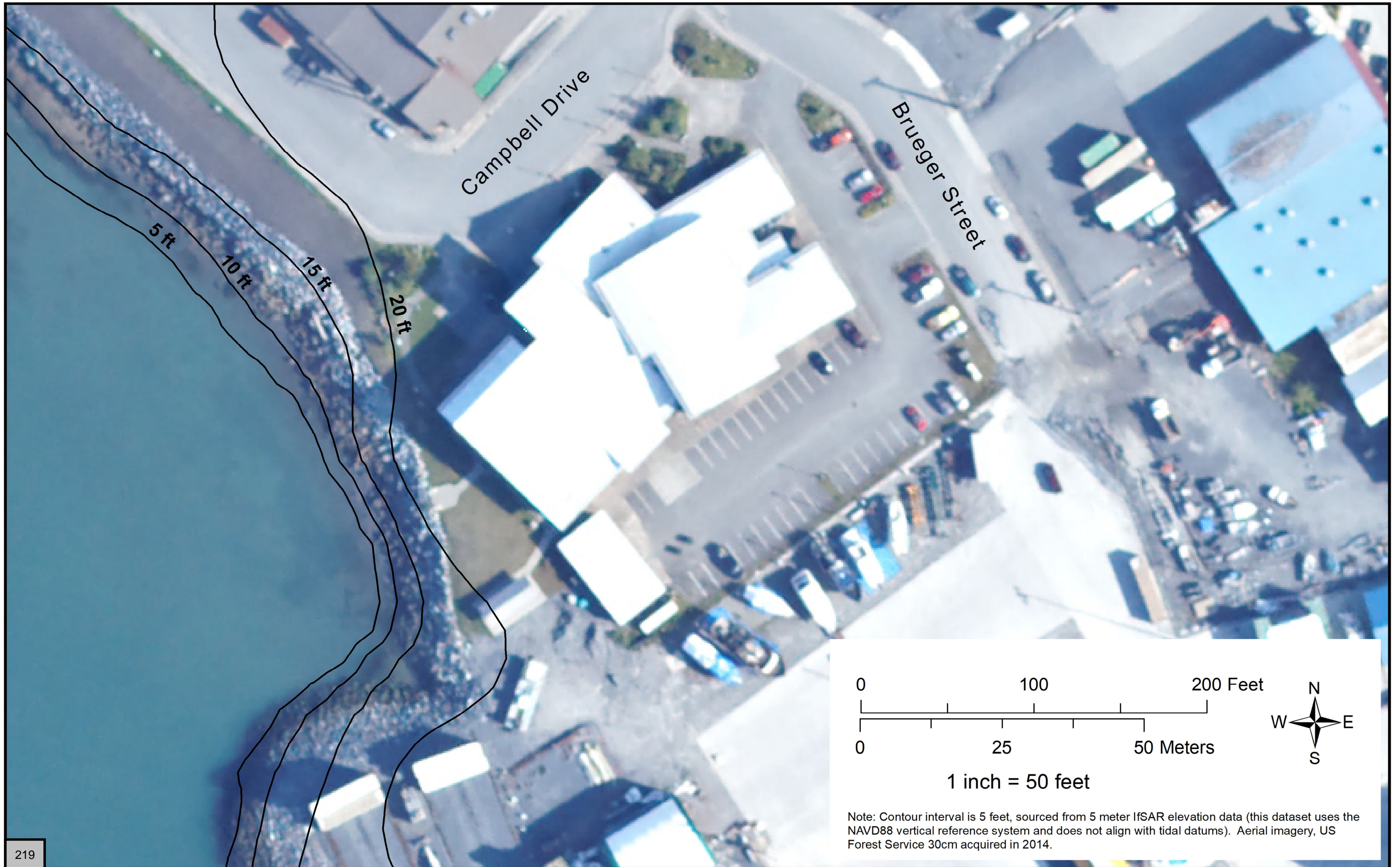
Pursuant to AS Title 14, Chapter 57, Section 14.57.200 – 290, the museum may acquire title to loaned property if it meets the appropriate criteria. On or before the termination date as specified in this agreement, a Notification of Loan Termination will be sent to the lender. All notices will be sent by certified mail to the lender at the primary and secondary contact address given in this record, or at the address(es) the lender has subsequently provided to the museum. The lender will have thirty (30) days to respond, in writing, to the museum regarding the disposition of the loaned objects. If the lender does not respond to the Notification of Loan Termination within thirty (30) days of receipt, the museum shall then publish a notice once a week for four consecutive weeks in a newspaper of general circulation in the judicial district where the museum is located. If after forty five (45) days from the date of the last publication a valid claim is not made for the property, the museum will acquire title to the property. Acquiring title to the object(s) in no way obligates the museum to accession the object(s) into the permanent collection. The museum reserves the right to dispose of the object(s) when appropriate.

Unless otherwise notified in writing, The Wrangell Museum will release the object(s) only to the lender, or beneficiary in the event of the lender's death. Photo identification is required prior to taking possession of loaned items.

I understand and accept that notification of loan termination will occur in the manner stated above. My failure to respond to the Notification of Loan Termination and/or my failure to contact the Museum after one hundred and five (105) days of the loan termination should I not receive the Museum's notification indicates that it is my intent to donate the items described herein and in the attached itemized list (if any) to The Wrangell Museum.

Signed

Date



Partnership with City and Borough of Wrangell to Exhibit and Interpret M/V Chugach

Issue

It is the intention of the Regional Forester to partner with the City and Borough of Wrangell to keep the M/V Chugach dry, preserved, protected, and interpreted for the long term. Forest Service will maintain ownership of the *Chugach* and has no interest in owning associated infrastructure (real property). The M/V Chugach will remain a fleet asset after she is placed on exhibit and it is appropriate to use WCF (fleet) funds to support the lease and maintain the boat and cradle. A monthly rate will be developed; to be calculated in a Historic Property Management Plan.

Background

M/V Chugach has a significant history in the Alaska Region. She became part of the Forest Service fleet in 1925 and was listed on the National Register of Historic Places in 1992. She is the last wooden ranger boat and served the region for 90 years.

In March 2015 Tongass Forest Supervisor Forrest Cole requested to excess the M/V Chugach and use the funds from the sales of the *Tongass*, *Sitka*, and *Chugach* ranger boats to purchase or contract services of other boats. The following month Regional Forester Beth Pendleton chose not to excess the *Chugach* and denied the requested use of the funds, totaling \$149,000 from the sales of the *Tongass* and *Sitka* in 2013. The *Chugach* became a regional asset and Director Sam Carlson and Director Terri Knupp were tasked with finding an alternative use for her. An alternative use feasibility study was conducted in 2016. Forest Service reached out to all Alaska Region employees and the public in the communities we serve for ideas and proposals. At the conclusion of the study, Regional Forester Pendleton selected the Wrangell Museum proposal to exhibit and interpret her out of the water.

Between August 2016 and May 2017, Keri Hicks, Regional Heritage Program Leader, worked with Director Sam Carlson, Director James King, City and Borough of Wrangell staff, and regional office staff to sort out the best way to proceed.

Current Situation – Proposed Path Forward

M/V Chugach is a regional fleet asset in dry-dock at the Wrangell Boat Yard, adjacent to the museum parking lot. Forest Service is currently paying approximately \$600 per month to store her there.

Keri Hicks will work with Lead Grants Management Specialist Pam Wiese and City and Borough of Wrangell staff to develop a funded partnership agreement using the expanded partnership authority. Funds from the sale of the *Tongass* and *Sitka* will be contributed toward a preliminary shelter design and will be used to construct a cradle. Property Management Specialist Darlene Rilatos will pursue a lease of the footprint of the shelter. Once the agreement and lease are signed, City and Borough of Wrangell will move forward with a preliminary design contract. Forest Service role will be review and support.



More Information

Keri Hicks, Heritage Program Leader, Alaska Region (907) 586-7859

Sam Carlson, Director of Engineering and Information Management, Alaska Region (907) 586-8733

James King, Director of Recreation, Lands, and Minerals, Alaska Region (907) 586-8877



Wrangell Port Commission

MEMO

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

FROM: SHERRI COWAN, PORT RECORDING SECRETARY

SUBJECT: BUDGET

DATE: DECEMBER 6, 2018

At the December 6, 2018 Regular Meeting, the Port Commission made the motion to explore utilization of Port Property for the purpose of the Forest Service Ranger Project-Ranger Boat Chugach, so long as it doesn't interfere with boat yard activities.

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	November 12, 2019
	<u>Agenda Section</u>	13

Approval of Renewal of Memorandum of Understanding between the Wrangell Cooperative Association and the City and Borough of Wrangell

SUBMITTED BY:

Lisa Von Bargaen, Borough Manager

FISCAL NOTE:

Expenditure Required: \$0 Total		
FY 20: \$0	FY 21: \$0	FY22: \$0
Amount Budgeted:		
	FY20 \$0	
Account Number(s):		
	N/A	
Account Name(s):		
	N/A	
Unencumbered Balance(s) (prior to expenditure):		
	\$0	

Reviews/Approvals/Recommendations

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

ATTACHMENTS: 1. Memorandum of Understanding (MOU)

RECOMMENDATION MOTION:
Move to Approve Renewal of Memorandum of Understanding between the Wrangell Cooperative Association and the City and Borough of Wrangell.

SUMMARY STATEMENT:
The WCA and CBW have had this same MOU in place for the past five years. The current MOU is scheduled to expire on November 30, 2019. In an effort to recognize the mutual benefits, and renew the commitment of working together, an updated MOU is before the Assembly for consideration. The WCA Tribal Council took action on, and approved the MOU on November 5, 2019. There are no

substantive amendments to the MOU from the previous version approved by both entities. The minor changes originally offered by Borough Administration are highlighted in yellow for reference. The changes to the document approved by the WCA Tribal Council are outlined in track changes. Administration is recommending accepting the changes approved by WCA.

Administration recommends approval of the MOU by the Assembly. In the very near future a separate companion MOU, dedicated to transportation issues, will be brought to the Assembly for consideration. We will likely have other companion MOUs, besides transportation (like solid waste), coming forward for consideration as well.



Wrangell Cooperative Association



MEMORANDUM OF UNDERSTANDING
Between
WRANGELL COOPERATIVE ASSOCIATION
And
CITY AND BOROUGH OF WRANGELL

The Memorandum of Understanding (MOU) is made and entered into by and between the Wrangell Cooperative Association, hereinafter referred to as the WCA, a federally recognized tribal government, and the City and Borough of Wrangell, a municipal corporation of the State of Alaska, hereinafter referred to as the CBW.

I. PURPOSE

The purpose of the MOU is to establish a general framework for cooperation, information exchange, identification of common goals and objectives, and open communication lines between the WCA and the CBW. The MOU will serve as a vehicle through which the WCA and the CBW will openly communicate to work cooperatively on projects and programs of interest for the mutual benefit of all residents.

II. STATEMENT OF MUTUAL BENEFITS AND INTERESTS

The WCA and the CBW will maintain open communications regarding environmental resources and cultural concerns related to any project matters.

The WCA and the CBW agree that cooperative relationships between WCA and the CBW are beneficial and meet the needs of both parties. Both parties agree to review and support funding proposals that are mutually compatible and beneficial with the goals and objectives of their respective governing bodies.

Throughout the longevity of the MOU the WCA and the CBW will work cooperatively in infrastructure-related projects by holding regular meetings as necessary.

It is the desire of the WCA and the CBW to cooperate and share information for accurate and timely decisions regarding the implementation of programs and projects in which both parties have beneficial and mutual interests.

III. THE WCA SHALL:

- A. Provide advice and/or recommendations, as appropriate, to the City and Borough of Wrangell on Tribal needs and concerns regarding environmental and culturally sensitive areas, programs, and projects.

- B. Identify, if applicable, financial assistance programs to which either the WCA or the CBW may be eligible to apply.
- C. Subject of the applicable laws and regulations, enter into separate agreements with the CBW and/or other parties, as appropriate, to accomplish agreed upon programs and projects.
- D. Assign a WCA liaison who shall be responsible for coordination of routine communications, programs, projects, and all other activities that are mutually beneficial to both the WCA and the CBW.

IV. THE CITY AND BOROUGH OF WRANGELL SHALL:

- A. Identify, if applicable, financial assistance programs to which either the City and
- B. Borough of Wrangell or WCA may be eligible to apply.
- C. Assign a City or Borough of Wrangell tribal relations liaison who will be responsible for cooperative programs, projects, communication, and coordination of routine activities between both parties.
- D. Administer programs, projects, and activities in a manner sensitive to the traditional Native religious beliefs and practices.
- E. Confer with the WCA, ~~to the maximum degree possible~~, prior to entering lands or sites of cultural, historical importance, religious, harvesting, and gather grounds, for the implementation of activities, programs and/or projects.

V. IT IS MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES THAT:

A. Identified areas of mutual and beneficial interest are listed below but are not limited to:

1. Project development and project resource information sharing for transportation, health services, infrastructure improvement, economic development, cultural enhancements and other areas that may develop during the terms of the MOU.
2. Progress developments in Native and community-wide employment opportunities.
3. Cooperative agreements and consultation for the sharing of information regarding the preservation and protection of cultural sites and areas having traditional and historic values.
4. Conferment and notification of activities on lands or sites of traditional harvesting, cultural and religious activities, or other gathering activities.
5. Explore a full range of cooperative training opportunities.
6. Offer information regarding financial assistance programs, when applicable.

VI. TERMINATION OF MOU

Either party, in writing, may at any time terminate the instrument, in whole or in part, setting forth their reasons for the termination.

VII. PARTICIPATING IN SIMILAR ACTIVITIES

This agreement in no way constricts the WCA or the CBW from participating in similar activities with other public, private, State, Federal, and local agencies, organizations, Tribes, and individuals.

VIII. NON-FUND OBLIGATING DOCUMENT

This instrument is neither a fiscal or funds obligation document. Any endeavor involving reimbursement, contribution of funds, or transfer of anything of value between the parties, to this instrument will be handled in accordance with applicable laws, regulations, and procedures including those for Government procurement and printing.

Such endeavors will be outlined in separate instruments made in writing by authorized representatives of the two parties involved, and shall be independently authorized by appropriate statutory authority. This instrument does not provide such authority. Specifically, this instrument does not establish authority for non-competitive awards(s) of contracts or agreements. Any contract or agreement for training or other services must fully comply with all requirements for competition.

IX. MODIFICATIONS

Changes within the scope of this instrument shall be made by the issuance of a bilaterally executed modification.

X. COMPLETION DATE

This MOU is executed as of the date of the last signature and, unless sooner terminated, is effective until **November 15, 2024** at which time it will expire unless **renewed**.

XI. PRINCIPAL CONTACTS

City and Borough of Wrangell:
Ms. Lisa Von Barga
Borough Manager
PO Box 531
Wrangell, AK 99929
907-874-2381
907-874-3952 - fax
lvonbarga@wrangell.com

Wrangell Cooperative Association
Ms. Esther Ashton
Tribal Administrator
PO Box 2021
Wrangell, AK 99929
907-874-4304
907-874-4305 - fax
wcatrbe@gmail.com

THE PARTIES HERETO have approved this agreement by vote of the WCA Board of Directors Tribal Council on November 05XX, 2019 and by vote of the CBW Assembly on November 12, 2019.

THE PARTIES HERETO have **further** executed this agreement as of the date of the last signature.

WRANGELL COOPERATIVE ASSOCIATION:

~~Esther Ashton, Tribal Administrator~~ John Martin, President

Date

CITY AND BOROUGH OF WRANGELL REPRESENTATIVE:

Lisa Von Barga, Borough Manager

Date

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	November 12, 2019
	<u>Agenda Section</u>	13

Approval to Dispose of City Surplus Property in Conformance with Wrangell Municipal Code Section 5.10.060 and Authorization of the Borough Manager to Dispose of any Surplus Property Not Purchased during the Sale

SUBMITTED BY:

Kim Lane, Borough Clerk

FISCAL NOTE:

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

Reviews/Approvals/Recommendations

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

ATTACHMENTS: 1. List of Surplus Items.

RECOMMENDATION MOTION:
Move to approve of the disposition of surplus property in conformance with Wrangell Municipal Code Section 5.10.060 and to authorize the Borough Manager to dispose of any City Property not Purchased during the Sale.

SUMMARY STATEMENT:
Section 5.10.060 of the Wrangell Municipal Code (WMC) outlines the requirements for the sale of

surplus, obsolete, or unneeded personal property. Subsection A requires the Assembly to approve the disposition of surplus items either by motion or by resolution.

The Borough has some surplus property that is no longer used or needed. Administration is recommending these items be appropriately disposed of.

Although these items are no longer needed by the Borough, they may be useful to others. If approved by the Assembly, staff will advertise these items for sale by sealed bid. It is recommended that if these items do not sell during the bid period, that they go out for sale over the counter (with a minimum price) on a first come first serve basis.

In conformance with WMC the list of items and details of the sale will be advertised in the newspaper. Additionally, this information will be posted on the Borough website and Facebook page.

If there are items on the Surplus List that do not sell at the Surplus Bid opening, the Clerk will publish a notice and list to sell those items over-the-counter, As-Is, Where-Is for a period of 30 days, beginning the week after the bid opening.

If after the 30-day period, there are items on the list that have not sold, the Borough Manager may authorize the disposal of the items or the retention of the items, based on their value.

Additionally, the Borough Manager may authorize the sale of any unsold items, if a reasonable offer is made.

For any large equipment or vehicles that are being offered for sale at the Surplus Sale, an attorney approved waiver form shall be required.

City & Borough of Wrangell
 City Surplus List
 Monday, December 2, 2019 @ 2:00 p.m.

Item #	Department	Item	Description	Cond.	Location for Public Inspection	Starting Bid
1	PW	1995 FORD EXPLORER	White - Frame is Rotted	poor	City Shop (PW)	\$100
2	PW	1997 Chevrolet Pickup	Frame is broken in half	poor	City Shop (PW)	\$100
3	WMLP	4 Ton Chain Fall Hoist		good	Shoemaker Park Shed	\$75
4	WMLP	2 Ton Chain Fall Hoist		fair	Shoemaker Park Shed	\$50
5	WMLP	Fiberglass Man-Bucket		good	Shoemaker Park Shed	\$20
6	WMLP	Composite Junction Box	approx 24" x 24" x 6"	fair	Shoemaker Park Shed	\$20
7	WMLP	Composite Junction Box	approx 24" x 24" x 6"	fair	Shoemaker Park Shed	\$20
8	WMLP	Christmas Décor (from Lightpost)	Snowman (8' tall, 4' wide)	fair	Shoemaker Park Shed	\$5
9	WMLP	Christmas Décor (from Lightpost)	Snowman (8' tall, 4' wide)	fair	Shoemaker Park Shed	\$5
10	WMLP	Christmas Décor (from Lightpost)	Santa (8' tall, 5' wide)	fair	Shoemaker Park Shed	\$5
11	WMLP	Christmas Décor (from Lightpost)	Santa (8' tall, 5' wide)	fair	Shoemaker Park Shed	\$5
12	WMLP	Christmas Décor (from Lightpost)	Santa (8' tall, 5' wide)	fair	Shoemaker Park Shed	\$5
13	WMLP	Christmas Décor (from Lightpost)	Santa (8' tall, 5' wide)	fair	Shoemaker Park Shed	\$5

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	Enter Date Here
	<u>Agenda Section</u>	13

Approval of the Purchase of a Used Replacement Dump Truck for Public Works from Transport Equipment Inc. in the amount of \$49,900

SUBMITTED BY:

Rolland Howell, Public Works Director

FISCAL NOTE:

Expenditure Required: \$49,900 Total		
FY 19: \$	FY 20: \$49,900	FY21: \$
Amount Budgeted:		
FY20 \$80,000 (Passed last meeting)		
Account Number(s):		
11000 024 7900		
Account Name(s):		
Public Works Capital Equipment		
Unencumbered Balance(s) (prior to expenditure):		
\$80,000		

Reviews/Approvals/Recommendations

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

ATTACHMENTS: 1. 2006 International Dump Truck information.

RECOMMENDATION MOTION:
Move to Approve the Purchase of a Used Replacement Dump Truck for Public Works from Transport Equipment Inc. in the amount of \$49,900.

SUMMARY STATEMENT:
At the October 22nd meeting the Assembly approved a budget amendment for up to \$80,000 for acquisition of a used, replacement dump truck. An engine cross member cracked and the

replacement part is no longer manufactured. The cross member is considered a portion of the frame of the vehicle, and therefore, may only be fixed by a couple of methods without compromising the stability of the frame. Repairs that include welding may only be done horizontally to be in compliance with manufacturer's (MACK's) requirements. The cross member on the CBW dump truck broke vertically. This eliminates welding as a compliant repair. As double confirmation of this, the Garage staff contacted a MACK Certified Service Provider to confirm the limits of what would be allowed. As of the time the agenda statement was written the service provider had not yet been able to respond in writing about what would/would not be allowed. This information will be provided to the Assembly as soon as staff has it.

Many thanks to the Mayor for jumping in to help as he searched as well calling dealers, running down part numbers and working with our Mechanic to try to come up with a solution. We thought he might have found a replacement bracket, but it has four mounting holes, instead of the three in the current bracket. The only way to use the four-hole bracket is to weld shut the original holes for three-hole bracket and drill four new holes to attach the new bracket. Lorne Cook, Mechanic, indicates the welds on the "old holes" change the tensile strength of the frame which could lead to fractures. The understanding is also that this type of welding activity would also not meet manufacturer's requirements – and therefore – be in violation of the Federal Motor Carrier Act.

The idea of sending the existing dump truck out for a rebuild was explored as a potential replacement option. However, when a rebuild is completed on a vehicle the frame is not replaced or modified. The cracked cross member still remains as an issue in this scenario as well.

Shortly after the October 22nd meeting, Garage staff found a rebuilt dump truck with only 221 miles on it. It is a 2006 International. The dealer agreed to put a hold on it for the CBW. The truck is located in Spokane, WA and if the CBW covers his return airfare to Spokane (\$200), he will drive/deliver it to AML in Seattle. The cost of the truck is \$49,900. The exact cost of shipping was unknown at the time the agenda statement was written, but that information can be reported back to the Assembly.

In addition to the Public Works Director, Lorne Cook (Mechanic) will be at the meeting to answer questions that may come up. A copy of the price sheet for the vehicle is included with the agenda statement.

Item i.

2006 INTERNATIONAL 7500 For Sale In Spokane Valley, Washington



Photos (19)



For Sale Price:
\$49,900

[Purchase today for USD](#)
\$908.30/monthly*

- [Financing](#) >
- [Insurance](#) >
- [Shipping](#) >
- [Escrow](#) >

Contact Information

Transport Equipment, Inc.

Spokane Valley, Washington
99212

Phone: (509) 972-9670

Contact:
Dave Cook

[See All Dump Trucks By Transport Equipment, Inc.](#)

[See All Trucks By Transport Equipment, Inc.](#)



*Right of Refusal
Good til Tuesday*

*James
office
509-381-0795*

*cell
509-714-8232*

Description

Allison Automatic, New Pistons & Liners, New Engine Harness, New A/C Compressor, 15' Renn Dump Box, Plumbed for Pup.

234 **Specifications**

Item i.

General

Quantity	1	Stock Number	U355487
Year	2006	Manufacturer	INTERNATIONAL
Model	7500	Condition	Used
State	Yes	Mileage	197,042.4 mi
DOT			e
VIN	1HTWNAZT16J355487		

Engine

Horsepower	310 hp	Engine Manufacturer	International
Engine Type	DH 310	Fuel Type	Diesel
Engine Brake	Yes	Engine Overhaul	Yes

Powertrain

Transmission	Automatic	Number of Speeds	6 Spd
Overdrive	Yes	Ratio	5.86
		Mileage since Rebuilt	221 mi

Chassis

Drive	6x4	Suspension	Hendrickson PRIMAX
Number of Axles	Tandem	Color	Red
		Tires	Front 385/65R 22.5 Rears 11R 22.5

235

Item i.

Axles	Wheel Aluminum/Steel
Wheel 198 in	Front 18,000 lb
base	Axle
Rear 46,000 lb	Weight
Axle	Cab Standard Cab
Weight	Interior
A/C Yes	Drive Left Hand Drive
	Side
	Category Specific

Compo Steel
sition

*Commercial Financing provided

by Currency Capital, LLC and loans made or arranged pursuant to California Finance Lenders Law license number 60DBO-56173.

Loans are subject to credit approval and monthly payments illustrated above are based on terms available to highest qualified candidates and subject to additional terms and conditions. Currency Capital, LLC is an independent finance company and is not the manufacturer or supplier of any equipment. Currency Capital, LLC is not a consumer lender and any consumer financing will be referred to a consumer lender.