



City and Borough of Wrangell  
Borough Assembly Meeting  
AGENDA

Tuesday, May 11, 2021  
6:00 PM

Location: Borough Assembly Chambers  
and by Zoom Teleconference

**1. CALL TO ORDER**

- a. PLEDGE OF ALLEGIANCE led by Assembly Member Anne Morrison
- b. CEREMONIAL MATTERS - None.

**2. ROLL CALL**

**3. PERSONS TO BE HEARD - Section WMC 3.05.040 (C) states that: The chair may call to order any person who is breaching the peace or being disorderly by speaking without recognition, engaging in booing or catcalls, speaking vulgarities, name calling, personal attacks, or engaging in other conduct which is determined by the chair to be disruptive of the meeting. Any person so disrupting a meeting of the assembly may be removed and barred from further attendance at the meeting unless permission to return or remain is granted by a majority vote of the assembly.**

- a. Correspondence from Joan Sargent

**4. AMENDMENTS TO THE AGENDA**

**5. CONFLICT OF INTEREST**

**6. CONSENT AGENDA**

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

- a. Approval of Minutes from the April 27, 2021 Regular Assembly Meeting
- b. Approval of POW-2021-00111 - Preconstruction Permit for Royce Cowan (Activity under NWP 29)

**7. BOROUGH MANAGER'S REPORT**

- a. COVID-19 Update (Presentation at Meeting)
- b. Investment Fees Report
- c. Wastewater Collection System Pump Station Report
- d. Federal Lobbyist Report - First Quarter 2021
- e. Secure Rural Schools Payment Report

**8. BOROUGH CLERK'S FILE**

- a. Borough Clerk's Report

**9. MAYOR AND ASSEMBLY BUSINESS**

**10. MAYOR AND ASSEMBLY APPOINTMENTS**

**11. PUBLIC HEARING**

- a. **ORDINANCE No. 998** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE ZONING MAP TO EFFECT A CHANGE TO LOT 1, BRADLEY SUBDIVISION II FROM A CONTRACT ZONE COMMERCIAL TO COMMERCIAL AND FOR LOT D-A, PRUNELLA SUBDIVISION FROM OPEN SPACE/PUBLIC TO COMMERCIAL

## 12. UNFINISHED BUSINESS

## 13. NEW BUSINESS

- [a.](#) Approval of the Repeal of Ordinance No. 996 Related to Intrastate Travel Testing Mandate
- [b.](#) **ORDINANCE No. 999** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA AMENDING CHAPTER 20.32 OF THE ZONING CODE TITLED OS DISTRICT-OPEN SPACE/PUBLIC SECTION 20.32.020 CONDITIONAL USES BY ADDING MUNICIPAL FACILITIES AND COMMUNICATION INFRASTRUCTURE AS TWO NEW CONDITIONAL USES
- [c.](#) **ORDINANCE No. 1000** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA AMENDING THE ZONING MAP TO EFFECT A CHANGE TO LOT 11A, LOT 11B, AND LOT 10A, BLOCK 5, THIRD AVENUE SUBDIVISION AND LOTS 12-15, BLOCK 5, USS 2127 FROM HOLDING TO OPEN SPACE/PUBLIC
- [d.](#) Approval of Assignment of Lease in the Wrangell Marine Service Center for Mill Dock, Lot 1 from Steve Thomassen, dba Crab Alaska, LLC to Alaska Ice Seafoods, Inc. dba Fathom Seafoods
- [e.](#) Approval of First Modification to Leased Mill Dock, Lot 1 in the Wrangell Marine Service Center to Modify the Lot Size Square Footage from 5,140 to 7,460, and Increase the Monthly Lease Amount from \$411.20 to \$596.80 Plus Tax, requested by Alaska Ice Seafoods, Inc. dba Fathom Seafoods
- [f.](#) Approval to Lease Mill Dock, Lot 2 in the Wrangell Marine Service Center with Dustin Phillips, dba Sumner Strait Seafoods
- [g.](#) **ORDINANCE No. 1001** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA AMENDING CHAPTER 6.05 OF THE WRANGELL MUNICIPAL CODE TITLED MARIJUANA SECTION 6.05.005 TITLED HOURS OF OPERATION; PENALTY FOR VIOLATION BY INCREASING THE ALLOWABLE HOURS OF OPERATION
- [h.](#) **RESOLUTION NO. 05-21-1584** AMENDING THE FY 2021 BUDGET IN THE HOSPITAL LEGACY FUND TRANSFERRING \$21,125 FROM HOSPITAL LEGACY FUND RESERVES TO THE HOSPITAL LEGACY FUND OPERATING BUDGET AND AUTHORIZING EXPENDITURES
- [i.](#) **RESOLUTION NO. 05-21-1585** AMENDING THE FY 2021 BUDGET IN THE WASTEWATER FUND BY TRANSFERRING \$3,600 FROM WASTEWATER FUND RESERVES TO THE WASTEWATER COLLECTION SYSTEM MAINTENANCE ACCOUNT AND AUTHORIZING ITS EXPENDITURE FOR WASTEWATER COLLECTION SYSTEM PUMP STATION BACTERIAL BLOCK PILOT STUDY
- [j.](#) **RESOLUTION NO. 05-21-1586** AMENDING THE FY 2021 BUDGET IN THE INDUSTRIAL CONSTRUCTION FUND BY TRANSFERRING \$9,425 FROM INDUSTRIAL CONSTRUCTION FUND RESERVES TO THE INDUSTRIAL CONSTRUCTION FUND PROFESSIONAL SERVICES ACCOUNT AND AUTHORIZING ITS EXPENDITURE FOR ADDITIONAL AERIAL IMAGERY
- [k.](#) Approval of a Sole Source Procurement in Conformance with Section 5.10.050 (I) of the Wrangell Municipal Code from Elevate UAS for Aerial and LiDAR Imagery in the amount of \$33,519
- [l.](#) Approval of a Professional Services Agreement with PND Engineers in the Amount of \$69,542 for the Non-Motorized Transportation System Project Scoping
- [m.](#) Approval of Amendment No. 1 to the Professional Services Agreement with Shannon & Wilson for the Reservoir Bypass Project in the Amount of \$68,607

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

## 15. EXECUTIVE SESSION

- [a.](#) **Executive Session:** Borough Clerk's Annual Evaluation
- [b.](#) **Executive Session:** Borough Manager's Annual Evaluation

## 16. ADJOURNMENT

Joan Sargent  
 P. O. Box 892  
 Wrangell, Alaska 99929  
[jjisargent143@gmail.com](mailto:jjisargent143@gmail.com)  
 907-874-4593  
 907-305-0126

April 18, 2021

RE: Efforts to deal with Dog Waste

Dear Borough Manager Von Barga and Wrangell Assembly Members,

Thank you so much for your service and I would especially like to thank you for continuing on the roller-coaster management of the COVID situation in Wrangell. Yes, sometimes it seems like things are going well and then the all seems to deteriorate. However, I feel you are doing a great job of addressing the lows and highs.

I am writing to assist you in responding to calls you may get concerning the 'dog waste' problem at Volunteer Park and the possible shut down on May 1 should non-scoopers not change their behavior. I became aware of this problem at a late winter Parks and Rec Advisory meeting. As a P&R advisory committee member, I headed to the park as the snow melted back to check out the problem personally. It was so bad that one had to 'focus' and 'pick one's way' to walk over any of the green spaces and avoid walking in dog waste. Along the trail, there was a pile of dog waste as least every 50 feet. In my continued efforts to get the park back to a 'pristine' state, I have found that 6-8 new piles a day is the current rate of irresponsibility.

In my discussions with people in town, I have found that the park has established a reputation with many as being "gross." In testimony to that reputation, on Friday, this past week as I was making a final sweep to complete the cleanup, a class of first graders came through. As they passed through the green space at the entrance the teacher continuously yelled, "Don't step in the dog poop." This was in spite of the fact that the area had just been cleaned and there was no dog poop there. So much for a quality nature trek! Somehow, P&R must reestablish a quality reputation for this beautiful area.

At the April community market, Parks and Rec made a strong showing with the current "Scoop the Poop" campaign. In talking with the public there, it became obvious that education beyond 'it's gross' may be helpful in addressing this problem. Here is a summary of information that that has been posted at the park and may assist you, should you be approached about this problem.

- 1) The EPA considers dog poop an environmental pollutant in the same category as herbicides, insecticides, oil, grease, toxic chemicals, and acid drainage. As much as 90 percent or more of the fecal coliform in urban stormwater in one study was of non-human origin, and most of this was from dogs. The agency estimates that just 2-3 days' worth of waste from only 100 dogs can contribute enough bacteria to temporarily close a bay and all watershed areas to swimming and shellfish consumption.

- 2) Dog waste is not fertilizer. Besides the fact that 1 gram of dog waste contains approximately 23 million fecal bacteria, the most common intestinal parasites include giardia, hookworms, roundworms, tapeworms, whipworms and heartworm. **During my cleanup, I did remove waste actively infected with worms.** Unfortunately, the parasite eggs can survive for years in the soil and hatch into larvae. If another dog or person comes in contact with the larvae, infection can occur. The continued problem for the park is that the area is probably infected with larvae on a broad range scale as the rain water and snow runoff carried the larvae throughout the area.
- 3) Besides a host of other health problems and diseases, dog waste can be a contributing factor in blindness in humans. Toxocariasis is an illness found in humans that occurs when they are infected with parasitic roundworms, originating from the fecal matter of dogs. Although most people might display symptoms similar to the flu, there are certain instances where the illness can turn into a more severe form know as Ocular Toxocariasis, that has the potential to cause blindness. The most common victims are children because they have a weaker immune system than adults and they are the ones that tend to place their hands on the ground and in the dirt while playing outside.
- 4) It is necessary for park staff and/or volunteers to assure that the waste is removed prior to mowing or weed whacking. Otherwise, the process spreads the poop, the parasites, their eggs and larvae throughout the area being groomed. It also endangers the equipment operator. This is clearly a big problem as P&R does not have the funding to keep up with the continued cleanup at the current neglect rate. Thus, park closures may result.

As you can see, the situation at Volunteer Park stimulated me to do some research into the problem with dog waste. In light of the information I found, I would recommend that all summer temporary help who do grounds maintenance, including Parks and Rec and Harbor staff, receive training about the proper management of dog waste. It is also important that they have the proper tools to do the job. A bag is inadequate for the extent of the problem and just doesn't work with runny poop! I have found, after personally cleaning up at least 80 pounds of waste, that one needs a long handled metal tray and a spade to scrape the stuff up.

Personally, I think it is wrong that a minority of dog owners seem to have turned this park into a personal space for themselves and their dogs. The park is for all of Wrangell citizens and is funded by their tax dollars. All should be comfortable in this space, allowing their children to play safely and to enjoy the peace and beauty of a public trail developed and maintained by public funds and volunteer efforts.

Thank you so much for serving Wrangell,

Joan Sargent

Wrangell Parks and Rec Advisory Board Member

St. Frances Animal Rescue Board Member, Adoption Coordinator  
and Relocation Committee Chair

Cc: Kate Thomas



**Minutes of Regular Assembly Meeting**  
**Held on April 27, 2021**

Mayor Prysunka called the Regular Assembly meeting to order at 7:00 p.m., April 27, 2021 by Zoom Teleconference. Assembly Member Gilbert led the pledge of allegiance and the roll was called.

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

ABSENT: POWELL

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

CEREMONIAL MATTERS – None.

PERSONS TO BE HEARD / PUBLIC CORRESPONDENCE

*Sue Bahleda with the Island of Faith* gave the invocation.

*Emailed Correspondence from Bruce McQueen for the April 13, 2021 Meeting.*

AMENDMENTS TO THE AGENDA

CONFLICT OF INTEREST

Courson declared a conflict of interest to the Executive Session item since his wife is an employee of the City. Prysunka ruled that Courson did have a conflict and barring any dissention from the Assembly, stated that Courson would not participate in the Executive Session. There were no objections from the Assembly.

CONSENT AGENDA

- a. Minutes of the April 13, 2021 Regular Assembly Meeting
- b. Approval of the Final Plat of Walker Replat

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

BOROUGH MANAGER'S REPORT

The COVID-19 Update was provided.

Manager Von Bargaen's report was provided.

MAYOR AND ASSEMBLY BUSINESS

Prysunka stated that he reached out to Representative Ortiz to express his disappointment with ferry workers not wearing masks and with several workers test positive; concerned that the ferry workers are not being held to the same level of testing that passengers are.

MAYOR AND ASSEMBLY APPOINTMENTS – None.

PUBLIC HEARING – None.

UNFINISHED BUSINESS – None.

NEW BUSINESS

**13a ORDINANCE NO 998** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE ZONING MAP TO EFFECT A CHANGE TO LOT 1, BRADLEY SUBDIVISION II FROM A CONTRACT ZONE COMMERCIAL TO COMMERCIAL AND FOR LOT D-A, PRUNELLA SUBDIVISION FROM OPEN SPACE/PUBLIC TO COMMERCIAL

***M/S: Howe/Gilbert to Approve First Reading of Ordinance No. 998 and move to a Second Reading with a Public Hearing to be held on May 11, 2021. Motion approved unanimously by polled vote.***

**13b RESOLUTION NO. 04-21-1580** AMENDING THE FY 2021 BUDGET IN THE WATER FUND BY TRANSFERRING \$2,330 FROM WATER FUND RESERVES TO THE WATER FUND NON-CAPITAL EQUIPMENT ACCOUNT AND AUTHORIZING ITS EXPENDITURE FOR THE PROCUREMENT OF A UV254 P200 METER

***M/S: Gilbert/Morrison to Approve Resolution No. 04-21-1580. Motion approved unanimously by polled vote.***

**13c RESOLUTION NO. 04-21-1581** AMENDING THE FY 2021 BUDGET IN THE WASTE WATER FUND BY TRANSFERRING \$14,467 FROM WASTE WATER FUND RESERVES TO THE WASTE WATER COLLECTION SYSTEM MAINTENANCE ACCOUNT AND AUTHORIZING ITS EXPENDITURE FOR PURCHASE OF A NEW FLYGHT NP3127 PUMP and FLYGHT 6018909 BASIC REPAIR KIT

***M/S: Morrison/Gilbert to Approve Resolution No. 04-21-1581. Motion approved unanimously by polled vote.***

**13d RESOLUTION NO. 04-21-1582** AMENDING THE FY 2021 BUDGET IN THE INDUSTRIAL CONSTRUCTION FUND BY TRANSFERRING \$24,094 FROM INDUSTRIAL CONSTRUCTION FUND RESERVES TO THE INDUSTRIAL CONSTRUCTION FUND PROFESSIONAL SERVICES ACCOUNT AND AUTHORIZING ITS EXPENDITURE FOR AERIAL IMAGERY

***M/S: Gilbert/Courson to Approve Resolution No. 04-21-1582. Motion approved unanimously by polled vote.***

**13e RESOLUTION NO. 04-21-1583** AMENDING THE FY 2021 BUDGET IN THE WATER FUND BY TRANSFERRING \$8,000 FROM WATER FUND RESERVES TO THE WATER FUND PROFESSIONAL SERVICES ACCOUNT AND AUTHORIZING ITS EXPENDITURE FOR MEMBRANE TECHNOLOGY WATER TREATMENT COST ANALYSIS

***M/S: Gilbert/Courson to Approve Resolution No. 04-21-1583. Motion approved unanimously by polled vote.***

**13f Discussion Item:** Police Body Camera Policies.

Von Barga explained that the proposed policy is in draft form and has been sent to the Borough Attorney for review; also, that Chief Radke had pulled the proposed policy together by researching several other policies around the country.

Chief Radke stated that he would like to see public input on the draft document.

ATTORNEY'S FILE

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

EXECUTIVE SESSION

**15** Union Negotiations

***M/S: Gilbert/Morrison moved, Pursuant to AS 44.62.310 (c)(3), that we go into Executive Session, and invite the Borough Collective Bargaining Team and Borough Manager, to discuss and provide an update of the status of the Collective Bargaining Negotiations, a matter "which by law, municipal charter, or ordinance" is required to be confidential. Motion approved unanimously by polled vote.***

Regular meeting recessed into Executive Session at 8:02 p.m.

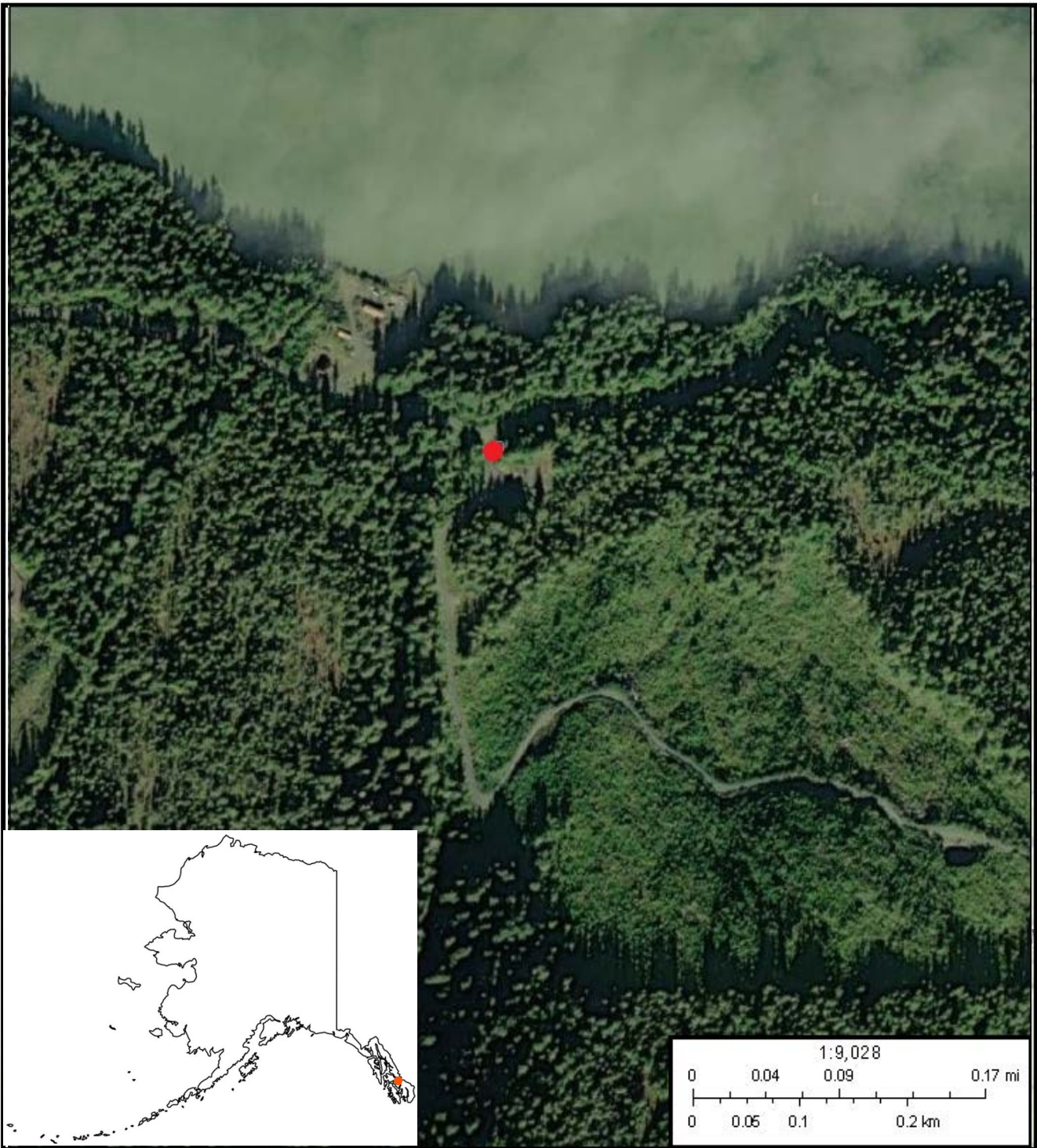
Regular meeting reconvened back into Regular Session at 8:49 p.m.

Regular Assembly meeting adjourned at 8:49 p.m.

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Stephen Prysunka, Borough Mayor

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



File No.: POA-2021-00111  
Waterway: Eastern Passage  
Proposed Activity:

Driveway, culverts, and  
housing pad insallation

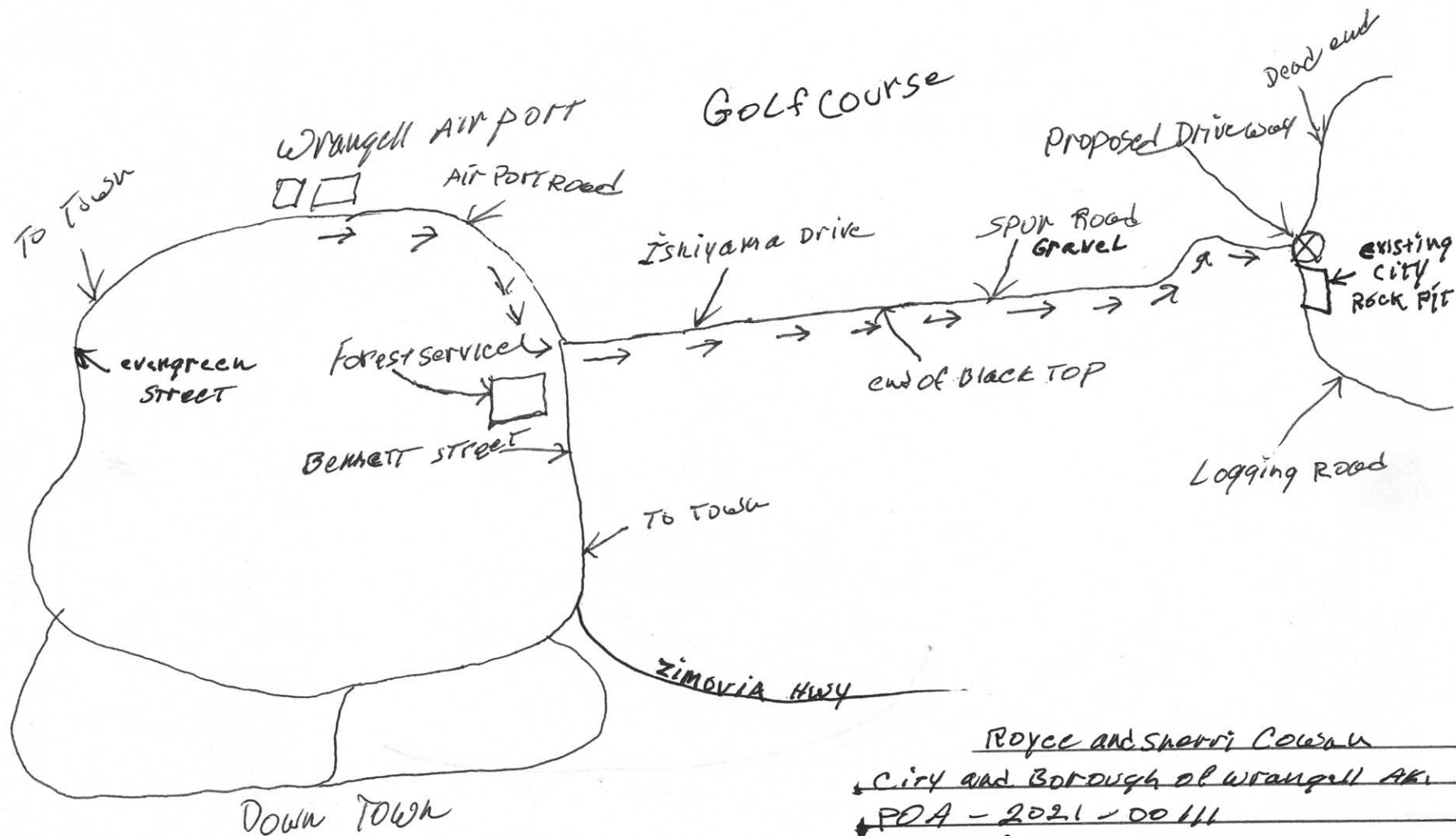
## VICINITY MAP

Applicant:  
Royce Cowan

Location:  
56.4620° N.,  
132.3073° W.

# DIRECTIONS TO PROJECT # POA 2021-00111

Item b.



Royce and Sherri Cowan

CITY AND BOROUGH OF WRANGELL AK.

POA - 2021-00111

DIRECTIONS TO PROJECT

20, T. 62 S., R. 84 E

Lat 132.3073° W - Long 56.4626° N

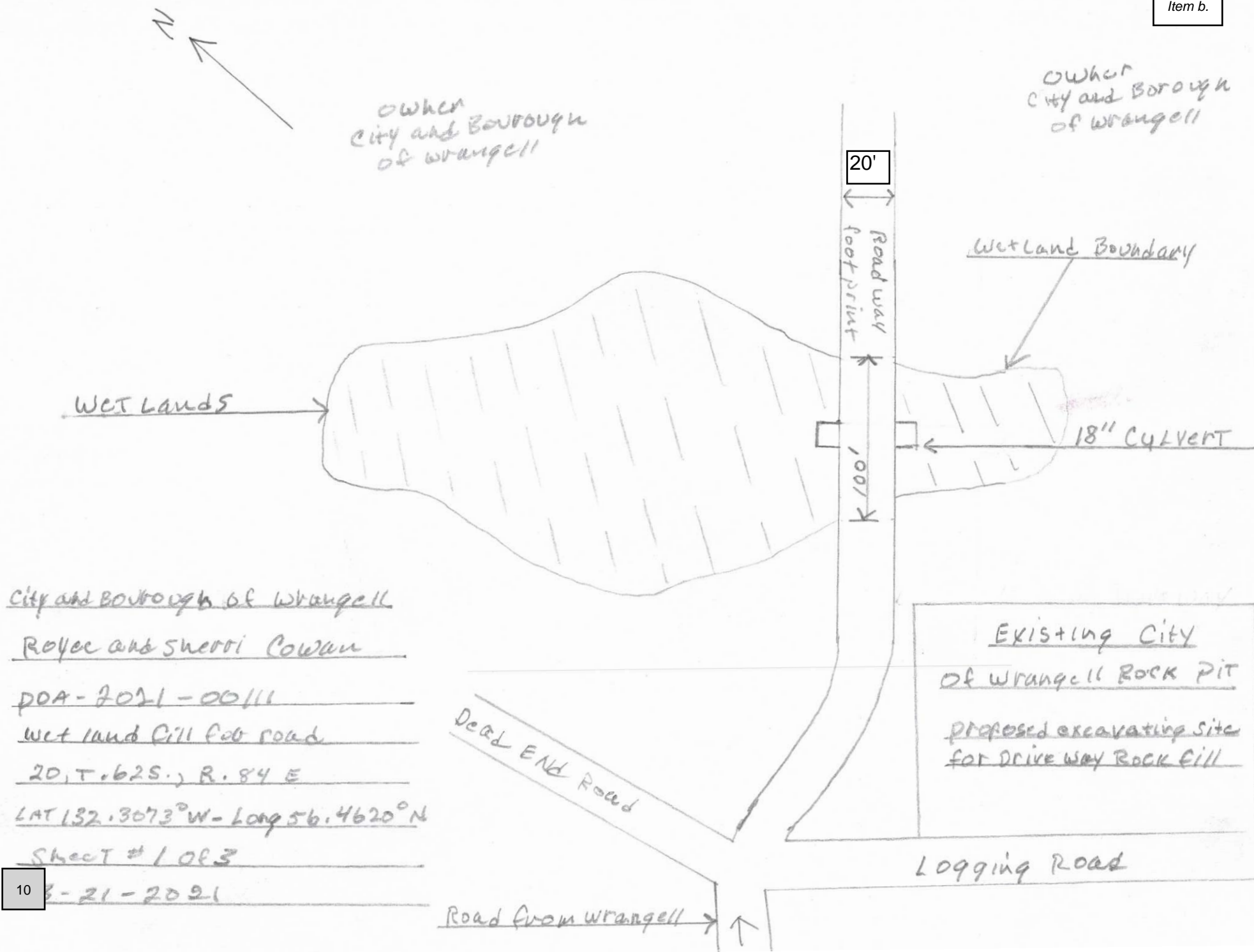
SHEET # 1 OF 1

3-22-2021



Wetland fill and Road - plan view

Item b.



CITY AND BOROUGH OF WRANGELL

ROYCE AND SHERRI COWAN

DOA-2021-00111

WETLAND FILL FOR ROAD

20, T. 62 S., R. 84 E

LAT 132.3073° W - LONG 56.4620° N

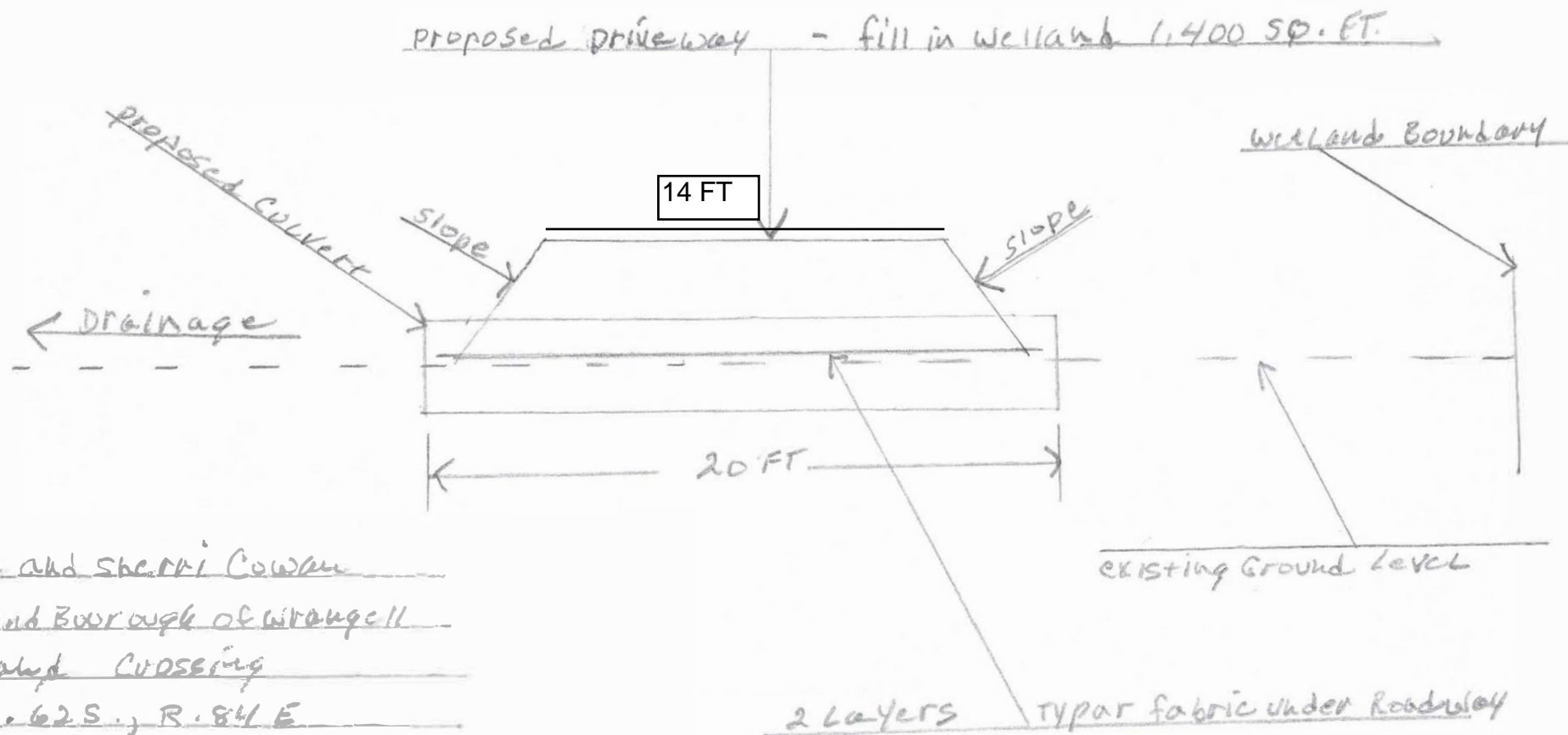
SHEET # 1 OF 3

3-21-2021



# Welland Fill for Driveway - CROSS SECTION VIEW A - A'

Item b.

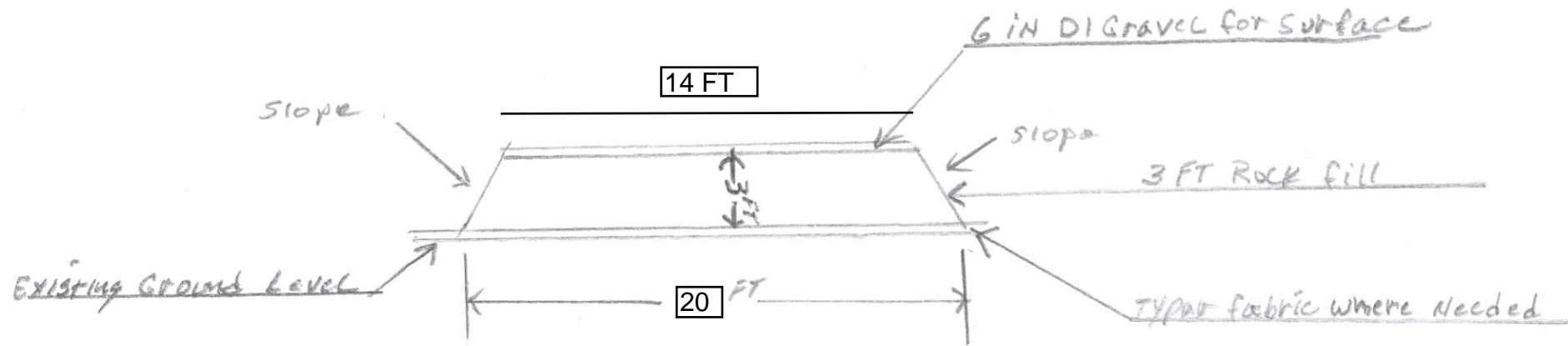


Royce and Sherri Cowan  
 City and Borough of Wrangell  
 Welland Crossing  
 20.1.62 S., R. 84 E  
 LAT 132.3073° W Long 56.4620° N  
 Sheet 4 of 3  
 3-21-2021  
 DOA - 2021-00111

proposed Drive Way - cross section view A-A"

Item b.

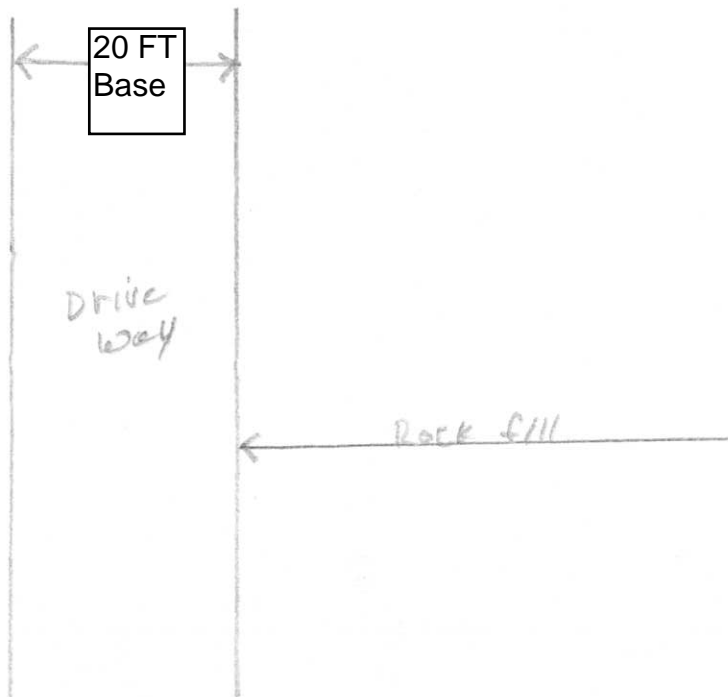
proposed Drive way fill 73,920 SQ. FT.



Royce and Sherril Colwell  
City and Borough of Wrangell  
DDA-2021-00111  
Drive Way Fill  
20, T. 62 S., R. 84 E  
Lat 132.3073° W Long 56.4620° N  
Sheet # 2 of 3  
3-21-2021

proposed DRIVE way

Item b.



Royce and Sherri Cowan  
City and Borough of Wrangell  
PDA-2021-00111  
Drive way fill  
20, T. 62 S., R. 84 E  
LAT. 132.3973° W LONG 56.4620° N  
Sheet #1 of 3  
3-21-2021

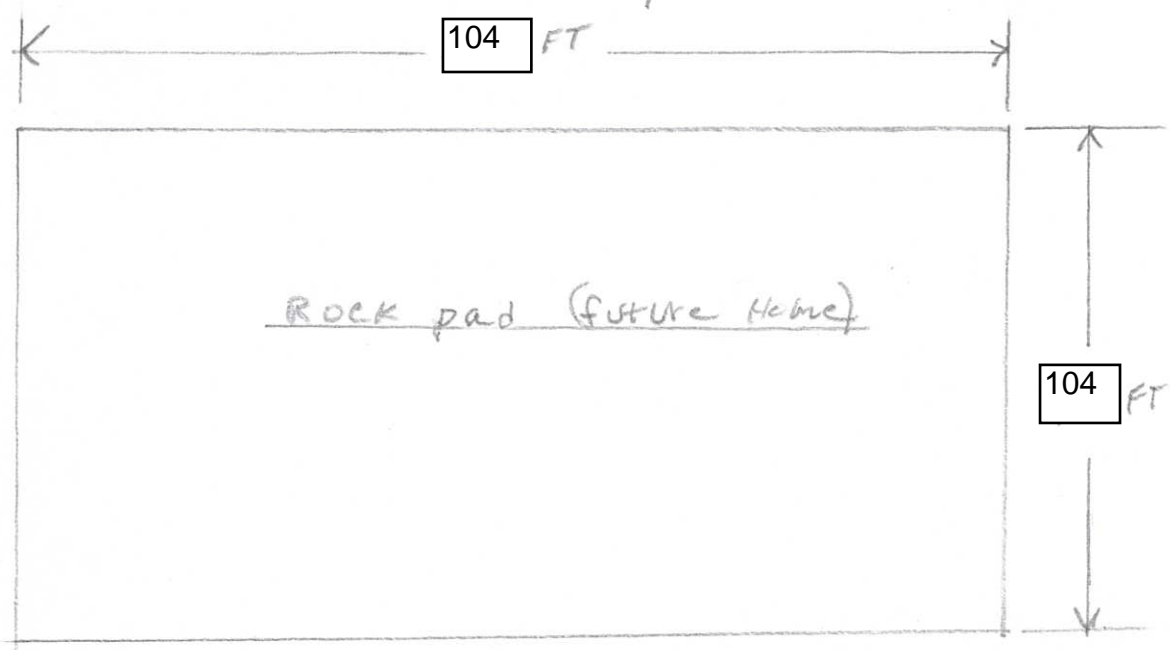
Rock pad for future home site

NORTH

Item b.

Neighboring property owner  
Edith HEFFERMAN  
648 Woodland place APT #12  
White Fish MT. 59937

Neighboring property owner  
Royce and Sherri Cowan  
PO Box 1184 Wrangell, AK



Royce and Sherri Cowan  
City and Borough of Wrangell  
POA - 2021 - 00111  
Rock pad for House  
2D, T. 62 S., R. 84 E  
LAT 56° 27' 41.1677" N Long 132° 16' 57.8997" W  
Sheet 1 - of 2  
3-21-2021

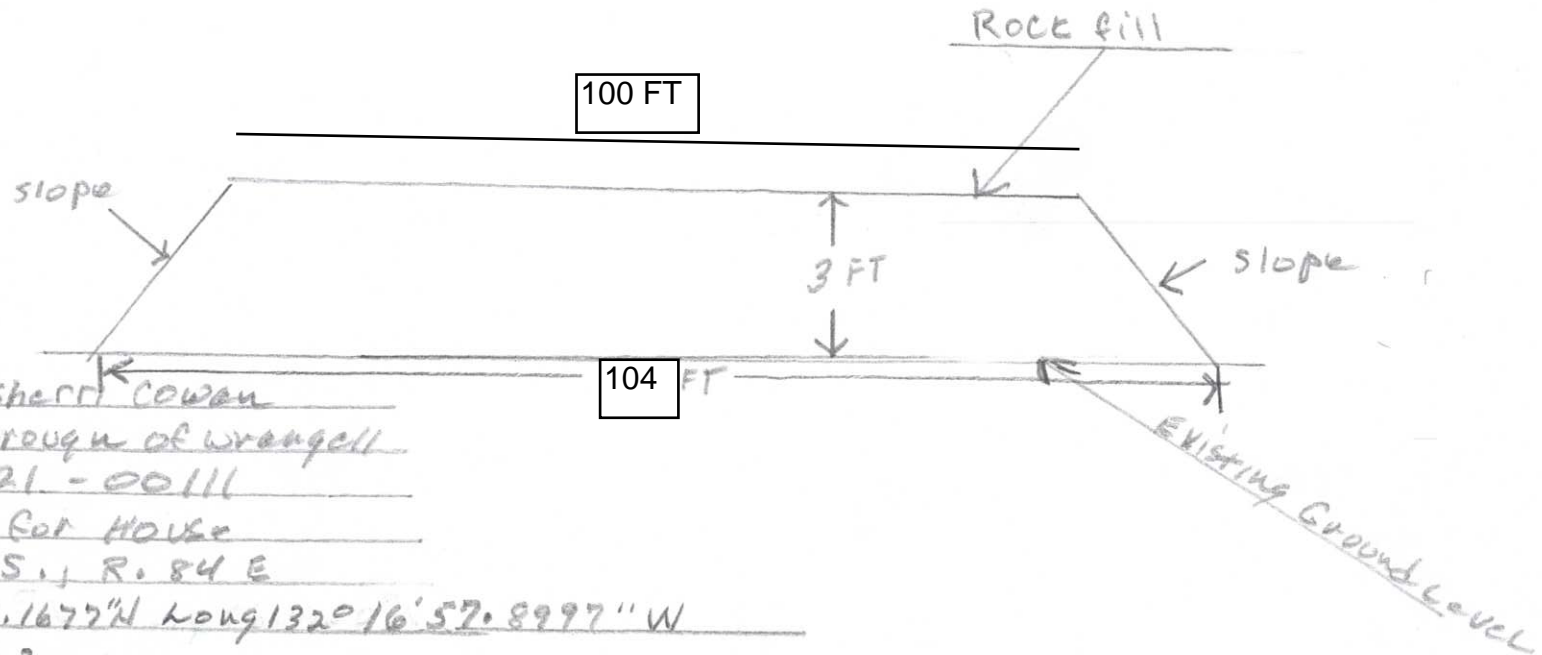
proposed driveway from Wrangell

Rock pad fill for Future Home - Cross Section view A-A'

Item b.



proposed Building pad 10,000 SQ. FT.



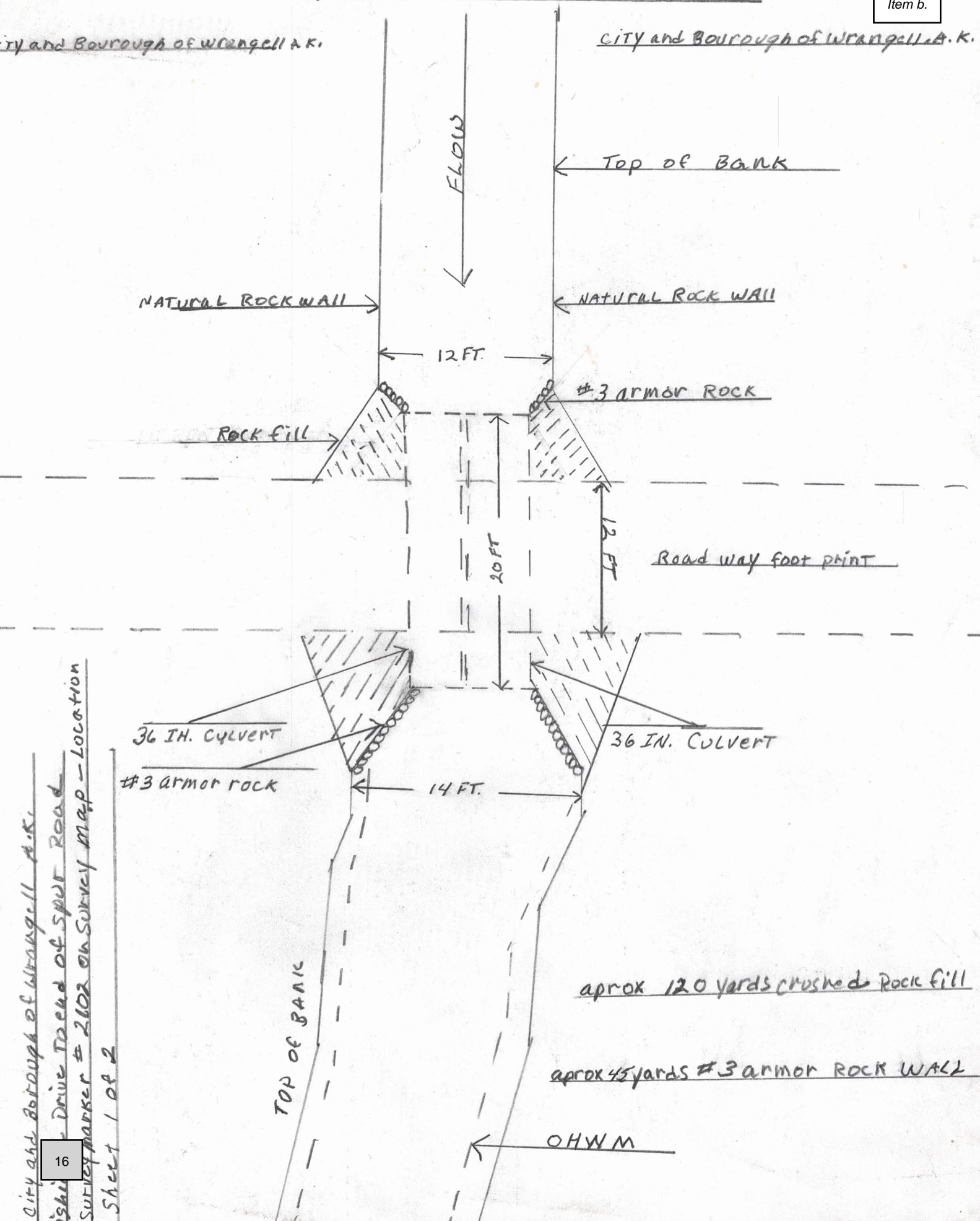
Royce and Sherril Cowan  
City and Borough of Wrangell  
POA - 2021 - 00111  
Rock pad for House  
20, T. 62 S., R. 84 E  
EAT 56° 27' 41.1677" N Long 132° 16' 57.8997" W  
Sheet 20 of 2  
21 - 2021

Culvert placement - Plan view

Item b.

City and Borough of Wrangell A.K.

City and Borough of Wrangell A.K.



City and Borough of Wrangell A.K.  
Shishin Drive To end of Spur Road  
Survey marker # 2102 on Survey map - Location  
Sheet 1 of 2



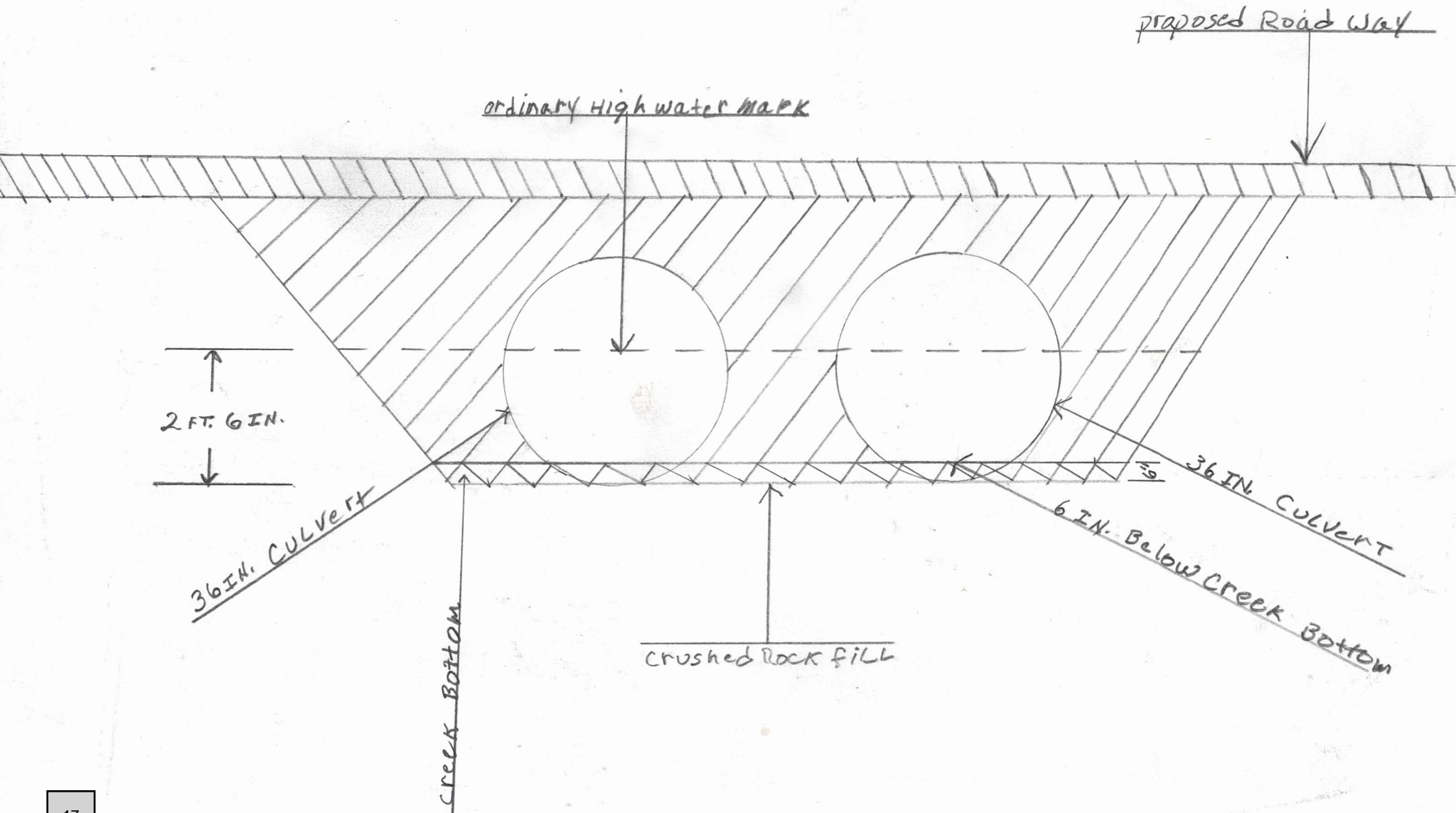
proposed Culvert crossing

Item b.

City and Borough of Wrangell A.K.

Ishiama Drive to end of spur Road

Sheet 2 of 2



May 7, 2021

To: Mayor Prysunka and Assembly Members  
From: Lisa Von Barga, Borough Manager  
Re: Investment Fees Report

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On April 27<sup>th</sup> the Assembly held a work session with Alaska Permanent Capital Management to review the Borough's investments. A report was requested detailing the fees paid for investment services. The attached report outlines the monthly fees paid for this fiscal year to date (July-April 2021). The fees range from \$3,000-\$3,400 hundred per month. The Borough has paid \$28,976.17 so far this fiscal year. The total fees estimated for FY 2021 should range between \$34,976 and \$35,776.

Alaska Permanent Capital Management Co.  
**MANAGEMENT FEE REPORT**  
*From 07-31-20 To 04-30-21*

Portfolio Name	Portfolio Code	Account Number	Trade Date	Security Symbol	Amount	Custodian	Bill Exceptions
<b>CITY AND BOROUGH OF WRANGELL #7990</b>							
CITY AND BOROUGH OF WRANGELL	#7990	wran799085897990	073120	epusmanfee	3,084.38	Charles Schwab	na
CITY AND BOROUGH OF WRANGELL	#7990	wran799085897990	083120	epusmanfee	3,142.83	Charles Schwab	na
CITY AND BOROUGH OF WRANGELL	#7990	wran799085897990	093020	epusmanfee	3,103.51	Charles Schwab	na
CITY AND BOROUGH OF WRANGELL	#7990	wran799085897990	103120	epusmanfee	3,082.90	Charles Schwab	na
CITY AND BOROUGH OF WRANGELL	#7990	wran799085897990	113020	epusmanfee	3,233.98	Charles Schwab	na
CITY AND BOROUGH OF WRANGELL	#7990	wran799085897990	123120	epusmanfee	3,302.74	Charles Schwab	na
CITY AND BOROUGH OF WRANGELL	#7990	wran799085897990	013121	epusmanfee	3,301.66	Charles Schwab	na
CITY AND BOROUGH OF WRANGELL	#7990	wran799085897990	022821	epusmanfee	3,340.66	Charles Schwab	na
CITY AND BOROUGH OF WRANGELL	#7990	wran799085897990	033121	epusmanfee	3,383.51	Charles Schwab	na
					28,976.17		
<b>Portfolio_Code</b>					<b>28,976.17</b>		

Alaska Permanent Capital Management Co.  
**MANAGEMENT FEE REPORT**  
*From 07-31-20 To 04-30-21*

Portfolio Name	Portfolio Code	Account Number	Trade Date	Security Symbol	Amount	Custodian	Bill Exceptions
<b>CITY AND BOROUGH OF WRANGELL #6869</b>							
CITY AND BOROUGH OF WRANGELL	#6869	wran686911106869	073120	epusmanfee	628.70	Charles Schwab	na
CITY AND BOROUGH OF WRANGELL	#6869	wran686911106869	083120	epusmanfee	628.55	Charles Schwab	na
CITY AND BOROUGH OF WRANGELL	#6869	wran686911106869	093020	epusmanfee	628.61	Charles Schwab	na
CITY AND BOROUGH OF WRANGELL	#6869	wran686911106869	103120	epusmanfee	628.41	Charles Schwab	na
CITY AND BOROUGH OF WRANGELL	#6869	wran686911106869	113020	epusmanfee	628.57	Charles Schwab	na
CITY AND BOROUGH OF WRANGELL	#6869	wran686911106869	123120	epusmanfee	628.71	Charles Schwab	na
CITY AND BOROUGH OF WRANGELL	#6869	wran686911106869	013121	epusmanfee	628.77	Charles Schwab	na
CITY AND BOROUGH OF WRANGELL	#6869	wran686911106869	022821	epusmanfee	628.40	Charles Schwab	na
CITY AND BOROUGH OF WRANGELL	#6869	wran686911106869	033121	epusmanfee	628.43	Charles Schwab	na
					5,657.15		
<b>Portfolio_Code</b>					<b>5,657.15</b>		

May 7, 2021

To: Mayor Prysunka and Assembly Members  
From: Tom Wetor, Public Works Director  
Lisa Von Barga, Borough Manager  
Re: Pump Station Report

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At the last Assembly meeting purchase of one new lift station pump and one pump rebuild kit were approved. A short discussion was held about the situation with the Wastewater Collection System Pump Stations. Administration had already begun an inventory of the pumps in the pump stations. That inventory spreadsheet is attached for review by the Assembly. This is still a work in progress, but the information will be used to develop a formal pump maintenance and replacement program.

Staff is happy to answer any questions about the information on the inventory spreadsheet.

City and Borough of Wrangell Collection System Pump Station Inventory 2021									
Name and Location	Brand/Model	No. Pumps/ Station	Year Replaced	Year Installed	Average Lifespan	Shelf Inventory	Cost Per Pump	Pumps Needed	Additional Information
Main Collection Stations									
Node 1. water plant									
Node 2. Airport	flyght. Grinder. 2 horse		1996 (rebuilt in fall 2019)			2		0	like hydromatic pumps
Node 3. older water station no longer in use									
Node 4. Raymes Bar	flyght. 11 horse, 480 volt smith and loveless. Vaccum pump station. Different style	3	2015- lots of rebuilds (1 new, 2 rebuilds)			2	\$ 13,242		needs an new air check valve like node 6. Valve will slam after cycling, over time this will cause significant issues. Engineers believe there may be a sag in the line and an air pocket causing this. use to have a swing check valve
Node 5. Willy Blooms, shuestack point, sunset drive,		2		1976		2		2	Replacement needed for the station.
Node 6. Boat Ramp	flyght. 34 horse	3	2015 complete rebuild			1	\$29,000 (4 years ago)		
PRV water vault7									
****Node 8. Sea Level	smith and loveless	2, 3 phase 480. parts on not interchangeable.		1976					was budgeted for at one time with Amber. Needs a complete station overhaul. Electric panel especially is in bad shape. It is corroding and starting to fall apart.
Node 9. waste water plant	screens and blowers, no pumps								
Node 10. Kellers	flyght- 22 horse. 3 phase 480	2	1997-1998			1 rebuilt spare	\$ 18,000		
node 11. Zimovia. 2 mile	flyght- 480 volt. 3 horse	2	1996			1 used pump	\$ 7,000		
Node 12. Zimovia. 4 mile	flyght- 480 volt. 3 horse	2	1996				\$ 7,000		
Node 13. seapa	flyght- 7.5 horse. 230 volt	2	1998			0	\$ 12,577	3 minimum	
Node 14. Rainbow Falls Trailhead	flyght- 7.5 horse. 230 volt	2	1998			0	\$ 12,577		
Node 15. Shoemaker loop	flyght- 7.5 horse. 230 volt	2	1998			0. might be able to rebuild one	\$ 12,577		
Node 16. Zimovia HWY	flyght- 7.5 horse. 230 volt	2	1998			0	\$ 12,577		
Node 17. End of the line, 6 mile	flyght- 7.5 horse. 230 volt	2	1998			0	\$ 12,577		
Node 18, PRV water vault									
Node 19. Search Hospital	flyght- 208 3 phase . Same as node 4 except voltage	2	2011			1, not interchangeable		1	replacement needed
Total		26							
Residential Grinder Stations									
Eastaugh	Hydromatic	1	in the past year				\$ 1,173		****Cost only includes pumps, this does not include plumbing, valves, electric, installation or maintenance****
Bakeburg	Hydromatic	2		?			\$2,245.00 (have additional sensor)		
Taylor	Hydromatic	1	Rebuilt 1/2021				\$ 1,173		
Debor	Hydromatic	1		?			\$ 1,173		
Demerjian	Hydromatic	1		?			\$ 1,173		
Purvis	Hydromatic	1	in the past year				\$ 1,173		
Woodbury	Hydromatic	1		?			\$ 1,173		
McCormack	Hydromatic	1	in the past year				\$ 1,173		
Covalt	Hydromatic	1		?			\$ 1,173		
Bania	Hydromatic	2		?			\$ 2,245		
Jack	Hydromatic	1		?			\$ 1,173		



Thomassen/Meissner	Hydromatic	1	rebuilt 12/1/2020				\$ 1,173		
Total		14				2 spares for simplex and 2 spares for duplex			
Hall	E-One	1		?	10 years		\$2,000 pump/\$5,000 station	ALL E1 pumps have been replaced at least once	
Halls Apartments	E-One	1	rebuilt 10/1/2020		10 years		\$2,000 pump/\$5,000 station		
Wood	E-One	1		?	10 years		\$2,000 pump/\$5,000 station		
Petroglyph, Derek Meissner	E-One	1	rebuilt 1/1/2021		10 years		\$2,000 pump/\$5,000 station		
Hagelman	E-One	2		?	10 years		\$2,000 pump/\$5,000 station		
Christian	E-One	1	in the last 3 years		10years		\$2,000 pump/\$5,000 station		
Heritage Harbor bathrooms	E-One	4		?	10 years		\$2,000 pump/\$5,000 station		forced main pump
Bloom	E-One	1		?	10 years		\$2,000 pump/\$5,000 station		forced main pump
City Park	E-One	1		?	10 years		\$2,000 pump/\$5,000 station		
*Jeffrey Stutz	E-one	1	Jul-20		10 years		\$2,000 pump/\$5,000 station		has bought pump from the city, ambiguos obligation
*Gunderson	E-one	1		?	10 years		\$2,000 pump/\$5,000 station		installed by Todd White. Staff were instructed by Carl Johnson to help the Gundersons maintain this station on at least one occasion
*Smith	E-one	1		?	10 years		\$2,000 pump/\$5,000 station		Bill Haines installed the pump. The CBW has rebuilt these pumps 3 separate times.
Total		15				3			E one extremes is what these are upgrading too. This requires a new electric panel.
Churchill/Meissner	Gould	1		?			\$ 1,800		
Easterly	Gould	1		?			\$ 1,800		
Ted Case	Gould	1	in the last 3 years				\$ 1,800		
Kilpatrick	Gould	1		?			\$ 1,800		
Total		4				2 spares in stock			
Running Track/Volunteer Park	Myers	1		?					
Total		1				2 spares in stock			****Cost only includes pumps, this does not include plumbing, valves, electric, installation or maintenance****
Grand Total		60							

To: The Honorable Stephen Prysunka  
The Wrangell Borough Assembly  
Lisa Von Barga, Borough Manager

From: Brad Gilman & Sebastian O’Kelly

Re: Washington Report

Date: May 4, 2021

**1. FY 2022 Federal Budget/Appropriations:** The Biden Administration has released its preliminary or “skinny” budget request for FY 2022. The full budget request is due to come out later this spring. The Administration seeks \$769 billion in non-defense discretionary spending, a 16 percent increase above FY 2021 levels (this does not count emergency spending to combat the pandemic), and \$753 billion for defense spending, a 1.7 percent increase.

Separately, in the House both parties have agreed to resume the practice of earmarking in some types of legislation with certain limitations and transparency requirements. Both the Appropriations Committee and the Transportation & Infrastructure Committee have announced that they will accept community project submissions for consideration in their bills, with the Appropriations Committee limiting the number of requests to 10 per Member. Both Committees have stipulated there is no guarantee that the requests would be funded. As required by the new rules, the Mayor submitted a letter to the Delegation seeking funding for the following projects -- Public Safety Building Rehabilitation; Upper Reservoir Connection to Water Treatment Plant; Diesel Generation Power Plant Replacement; Meyers Chuck Community Access - Harbor Infrastructure Replacement; and Inner Harbor Infrastructure Replacement. Rep. Young declined to submit the requests to the Committees.

In the Senate, Senator Leahy (D-VT), Chairman of the Appropriations Committee, announced that the Committee will accept community project requests using rules similar to the House but without a limit on number of requests an individual Senator may submit. The Senate Republican Caucus decided to maintain its position opposing earmarks, but the position permits individual Republicans to submit earmark requests. Wrangell’s project requests are pending with Senators Murkowski and Sullivan. Neither Senator has decided yet on whether they will submit community project requests.

After a ten-year moratorium on earmarking, we anticipate Congress will move carefully in the first year of resuming the practice.

**2. COVID State, local, territorial & tribal government (SALT) relief:** The Treasury Department has not yet announced its first tranche of SALT payments under the American Rescue Plan Act. Those first payments are due out this month. The Treasury Dept has put out an update noting that all recipients must have current DUNS and System for Award Management (SAM.gov) numbers. Details are at the link.

<https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-fund>

**3. Public Infrastructure & Investment Legislation:** The Biden Administration has rolled out its infrastructure proposal -- the American Jobs Plan -- that would include significant new spending on traditional transportation infrastructure as well as on green energy, broadband, drinking water, manufacturing, housing, education, the elderly, childcare and other areas. The proposal's estimated cost is \$2.25 trillion over 8 years, plus an additional \$500 billion in tax credits. The proposal is partially "paid-for" through an increase in, among other measures, the corporate tax rate from 21 percent to 28 percent; establishing a global minimum U.S. multinational corporate tax rate of 21 percent; and establishing a corporate minimum tax of 15 percent.

In the transportation sector, the proposal includes \$621 billion, the main elements of which include the following.

- Electric Vehicles & Charging Infrastructure -- \$174 billion
- Roads, Highways & Bridges -- \$115 billion
- Mass Transit -- \$85 billion
- Rail (Passenger & Freight) -- \$80 billion
- Infrastructure Climate Change Resilience -- \$50 billion
- Airports -- \$25 billion
- National/Regionally Significant Projects -- \$25 billion
- Road Safety -- \$20 billion
- Disadvantaged Communities/Project Equity -- \$20 billion
- Ports (Coastal & Inland) -- \$17 billion
- Other -- \$10 billion

The Republicans have countered with their own proposal of \$568 billion over 5 years focused on traditional transportation and water systems infrastructure. It also includes \$17 billion for coastal and inland ports. It does not raise taxes. The Congressional bi-partisan Problem Solvers Caucus has put forward its own proposal and, while it does include a specific amount, it goes the farthest in terms of advocating for increases in transportation user fees to pay for the increased spending.

There have been on-going bipartisan discussions between leading Congressional Republicans and the Biden Administration toward producing a compromise, with the President inviting groups of Republicans including Rep. Young to meet with him at the White House. The legislation is expected to move more slowly than the American Rescue Plan Act.

**4. Landless Villages Legislation:** A video conference call was held earlier this quarter with Petersburg and Wrangell officials and Senator Murkowski's staff to discuss her plans for reintroduction of legislation to provide land withdrawals in five Southeast communities for urban corporations formed by Alaska landless natives. Her staff has encouraged continued local community engagement, review and hearings on the issue as well as discussions with landless villages advocates.

**5. Secure Rural Schools (SRS):** The USDA has announced this year's SRS payments, with Wrangell to receive \$994,020 in Title I & II payments. This will be the last payment under the expiring program. Senator Mike Crapo (R-ID) has introduced bipartisan legislation to extend the program for another two years. Senators Murkowski and Sullivan are cosponsors. Counterpart two-year SRS extension legislation has been introduced in the House by Rep. Joe Neguse (D-CO).

**6. Return To Cruising:** The CDC has issued additional guidance for implementation of its Conditional Sailing Order to resume cruise ship operations. Media reports have stated that a return to large cruise ship voyages in Alaska could resume by mid-summer. The guidance does include modification of local embarkation, CV-testing, housing and medical procedures. The guidance provides greater guidance and flexibility in these areas and is discussed at the link. Separately, the Alaska Delegation has introduced the Alaska Tourism Recovery Act to provide a legislative waiver to allow cruise ships to forego a stop in Canada in transit to Alaska from the Pacific Northwest. Canada has prohibited those vessels from entrance into the country.

<https://www.murkowski.senate.gov/imo/media/doc/CDC%20letter%20to%20cruise%20line%20industry.pdf>

**7. COVID Relief -- Restaurants:** SBA has announced the opening for applications for relief from the new \$28.6 billion Restaurant Revitalization Fund included in the American Rescue Plan Act (the March COVID relief package, abbreviated as ARPA). Restaurants, bars, caterers, food trucks, carts, stands, bakeries, and other entities with a significant percentage of eating/drinking sales that experienced or are experiencing losses during the pandemic are eligible. Applications and program guidance are at the link --

[https://restaurants.sba.gov/requests/borrower/login/?next=/%3Futm\\_medium%3Demail%26utm\\_source%3Dgovdelivery](https://restaurants.sba.gov/requests/borrower/login/?next=/%3Futm_medium%3Demail%26utm_source%3Dgovdelivery)

**8. COVID Relief -- Community Health Center Construction:** HHS has announced a grant application opening for \$1 billion in Community Health Center construction from the American Rescue Plan Act. The money will be distributed by a formula of \$500,000 per HHS-certified Center, plus \$11 multiplied by the number of patients served in 2019. Application at the link -- [file:///C:/Users/SEBAST~1/AppData/Local/Temp/BPHC%20HRSA-21-114%20\(C8E\)%20FY%202021%20ARP-](file:///C:/Users/SEBAST~1/AppData/Local/Temp/BPHC%20HRSA-21-114%20(C8E)%20FY%202021%20ARP-Capital_Final%20OMB%20cleared.4.20.2021_BPHC%20final%20v2.pdf)

[Capital\\_Final%20OMB%20cleared.4.20.2021\\_BPHC%20final%20v2.pdf](file:///C:/Users/SEBAST~1/AppData/Local/Temp/BPHC%20HRSA-21-114%20(C8E)%20FY%202021%20ARP-Capital_Final%20OMB%20cleared.4.20.2021_BPHC%20final%20v2.pdf)

**9. COVID Relief -- Education:** The Department of Education has announced the allocations of ARPA relief using the formulas in law in the Elementary and Secondary Education Act. This approach is consistent with the distribution of prior relief. The State of Alaska is slated to receive \$359 million, with \$323 million required to be distributed to Lower Education Agencies. Of the \$36 million reserved for the State Education Agency, a minimum of 5 percent is to be used for interventions to address learning loss, 1 percent for summer enrichment programs, and 1 percent for comprehensive afterschool programs. The State application template was released on April 21.

**10. COVID Relief – Child Care:** The Department of Health & Human Services has announced funding awards to States and tribes from the child care assistance funding provided in both the Consolidated Appropriations Act of 2021 and ARPA. The State of Alaska has been allocated \$92 million combined. Individual Alaska tribal allocations can be found at the links for both funding sources.

<https://www.acf.hhs.gov/occ/data/arpa-supplemental-stabilization-and-ccdf-discretionary-funding-allocation-tables-tribes>

<https://www.acf.hhs.gov/occ/data/crrsa-2021-allocations-tribes>

**11. COVID Relief -- Cultural & Educational Institutions:** The National Endowment for the Humanities has announced grant opportunities for the \$135 million in funding it received under ARPA for cultural and educational institutions impacted by the pandemic. Application details are at the link -- <https://www.neh.gov/news/neh-offers-arp-relief-funding-economic-recovery-cultural-and-educational-institutions>

**12. COVID Relief – Public TV & Radio:** The Corporation for Public Broadcasting has announced its allocation of \$175 million in ARPA funding for local public TV and radio stations, with the allocation split 50-50 between the two. These are funds that are in addition to regular annual funding. KSTK in Wrangell is due to receive \$202,057.

**13. New Federal Revenue Sharing Program For Public Lands Counties/Boroughs** –As we reported previously, ARPA created a new two year payment program of \$1.5 billion split equally for FY 2022 and FY 2023 to counties/boroughs who currently receive Federal revenue sharing payments. Boroughs who receive SRS and/or PILT payments would be eligible. These funds would be in addition to existing revenue sharing payments but would be weighted by a local government's economic losses over time due to a decline in natural resource development on area Federal lands. The Treasury Department has not yet announced criteria for the program.

#### **14. Fisheries & Oceans**

- **COVID Fisheries Disaster Relief – CARES Act:** Individual applications for Alaska's share of the CARES Act NOAA fisheries disaster relief were granted a two week grace period to correct mistakes or omissions on their original application, due April 29. The final deadline is now May 14 provided the two week extension is requested by the applicant.
- **COVID Fisheries Disaster Relief – Consolidated Appropriations Act of 2021:** For the Consolidated Appropriations Act of 2021 NOAA fisheries disaster relief, NOAA has made its State allocation decisions. Alaska has been allocated \$40 million. The next step will be for the State to develop its expenditure plan with input from Alaska's fishing industry. The plan will then be reviewed and approved by NOAA. As with the CARES Act funds, the Pacific States Marine Fisheries Commission will process individual applications for relief once the expenditure plans are approved.

- **COVID Fisheries Disaster Relief – USDA & Seafood Processors:** The USDA has available over \$6 billion to provide to food processors and distributors for COVID relief. The relief is likely to come in several forms including food commodity purchases as well as direct grants and loans. Seafood processors will be eligible for a portion of these funds in amount yet to be determined. They have been petitioning USDA for grants to cover the cost of COVID testing, PPE, hotel & transportation connected with employee quarantining, and other workplace-related costs connected to the pandemic during the 2020 and expected 2021 fishing seasons. The USDA has been holding listening sessions to hear from stakeholders but has not announced funding details, application procedures or a timeline for relief distribution.

In addition, USDA announced that it is seeking comments on a Department-wide effort to improve and reimagine the supply chains for the production, processing and distribution of agricultural commodities and food products.

USDA is taking this action in response to [Executive Order 14017, America's Supply Chains](#), signed by President Biden on Feb. 24, 2021. The request for comments is published today in the [Federal Register](#) and the comment period will close on May 21, 2021.

In addition to asking about the agricultural supply chain, USDA is interested in comments about how to target pandemic-related stimulus relief programs and spending authorized by Congress in the Consolidated Appropriations Act (CAA) and American Rescue Plan Act (ARPA) toward long term, systemic change that results in food supply chain resiliency. In particular, the request for comment seeks input on—

- bolstering local and regional food systems,
  - developing new market opportunities (including for value-added agriculture and products),
  - creating fairer and more competitive markets,
  - meeting the needs of the agricultural workforce,
  - supporting and promoting consumers' nutrition security, particularly for low-income populations,
  - addressing the needs of socially disadvantaged and small to mid-sized producers, and
  - advancing efforts in other ways to transform the food system.
- **2018 Gulf of Alaska Pacific Cod Disaster Relief:** The State of Alaska finalized its expenditure plan at the end of 2020 for relief to the differing fishing sectors impacted by the disaster. The Pacific States Marine Fisheries Commission will handle the processing of fishermen's claims but is awaiting final approval from NOAA on grant funding before it can make application forms available. Reports are that the Office of Management & Budget (OMB) has prevented NOAA from making a final decision.
  - **Critical Habitat Designation for Endangered Humpback Whale Distinct Population Segments (DPS):** NMFS has published a final rule designating Critical Habitat (CH) for three Humpback Whales DPSs. The first link is to the rule and second link is to the



revised map of CH areas. The agency dropped Cook Inlet and Southeast areas that had been included in the proposed rule, but Kodiak and most of the Aleutian Islands remain CH for two of the three whale DPSs. It's too early to forecast the fishery impacts in those areas and the rule text hedges quite a bit on that subject. The fishing industry is concerned that restrictions on vessel speed, reduction of harvest of whale prey species such as herring and juvenile pollock, and dynamic area or closed area management for pot gear to reduce entanglements could be put in place at a future date.

<https://www.federalregister.gov/documents/2021/04/21/2021-08175/endangered-and-threatened-wildlife-and-plants-designating-critical-habitat-for-the-central-america>.

<https://www.fisheries.noaa.gov/resource/map/humpback-whale-critical-habitat-maps-and-gis-data>

- **Magnuson-Stevens Act (MSA) Reauthorization:** Rep. Jared Huffman (D-CA), Chairman of the House Water, Oceans & Wildlife Subcommittee has released a 195-page draft MSA reauthorization bill for comment. While it contains many elements, three major focuses of the bill include – shifting the data collection, research, and fisheries management regime to better understand and adapt to the impact climate change is having on our marine fisheries; reforming fishery management council nominating, voting and operating procedures; and increasing the emphasis on protecting essential fish habitat and habitat areas of particular concern. We anticipate the bill being formally introduced this month or in June. ROMEA staff has produced extensive written comments on the bill which can be made available upon request. There is no action on this issue in the Senate at this time.
- **Senate Forage Fish Bill:** Senators Blumenthal (D-CT) and Blunt (R-MO) have introduced legislation to require the regional fishery management councils to put in place additional protections for forage fish species that are important food sources to high-value commercial and recreational harvested species as well as to sea birds and marine mammals. The forage bill has been incorporated into Mr. Huffman's MSA draft legislation noted in the above bullet.

May 7, 2021

To: Mayor Prysunka & Assembly Members  
 From: Lisa Von Bargen, Borough Manager  
 Re: Secure Rural Schools (SRS) Payment Report

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Administration recently reported to the Assembly the amount of the SRS payment to the Borough this fiscal year. The amount of that payment is going to be \$796,756.83. This is about \$90,000 less than the Borough has been receiving the past few years. And it is about \$90,000 less than we budgeted in SRS revenue for this fiscal year which is \$880,000. A copy of the letter from the State is attached.

The Assembly requested we inquire as to the reduction. Administration checked with both the Federal Lobbyist and the State of Alaska (that disperses the funds). Really the primary answer is that SRS continues to decline. The secondary answer is that the past couple of years Congress has directed sequestration amounts (explained below) to be paid to the recipients instead of being withheld. The current number includes sequestration. It is possible Congress will authorize distribution of the sequestration amount.

The First Quarter report from the Federal Lobbyist is in this agenda packet and it speaks to SRS payments. First, this is the last year of SRS unless it is reauthorized. Thankfully, a bill has been introduced to reauthorize the program and the Alaska delegation has signed on as co-sponsors. The lobbyist report says that Wrangell is receiving \$994,020 in Title I and Title II payments. Only the Title I payment comes to the Borough for schools and roads. The Title II payment goes to the USFS for forest projects determined by the local RAC.

The Title I payment for Wrangell is \$844,917.11. However, 5.7% of that is withheld for sequestration so Wrangell's net payment will be \$796,756.83.

**What Is Sequestration?** (Investopedia.com)

Sequestration is a term adopted by Congress to describe a back-up fiscal policy mechanism to enforce budgetary discipline over agreed-upon deficit reduction targets established under the 2011 Budget Control Act (BCA).

Sequestration, or "the sequester," is a procedure by which planned spending increases are moderated by pre-specified percentages if Congress fails to agree to a budget that meets agreed-upon caps on spending increases. These caps are set by the BCA before a specified date each year over the term of the sequester.

It is important to note that though sequestration is often referred to as a program of "spending cuts," it imposes no actual reductions to spending but only limits spending to smaller increases than some politicians, special interests, and Congress members would prefer.



THE STATE  
of **ALASKA**  
GOVERNOR MIKE DUNLEAVY

Department of Commerce, Community and Economic Development

Item e.

DIVISION OF COMMUNITY AND REGIONAL AFFAIRS

455 3<sup>rd</sup> Avenue, Suite 140  
Fairbanks, Alaska 99701-4737  
Main: 907.451.2731  
Fax: 907.451.2742

April 6, 2021

City and Borough of Wrangell  
Lisa Von Bargaen, Borough Manager  
PO Box 531  
Wrangell, AK 99929

Dear Ms. Von Bargaen:

I'm pleased to inform you that the National Forest Receipts under Title I and Title III of the Secure Rural Schools and Community Self-Determination Act of 2000 (NFR/SRS) for SFY21 (FFY20) has been awarded. The total amount listed reflect the 5.7% sequestration that is required by law for federal fiscal year 2020.

The borough's payment of **\$796,756.83** is for Title I Schools and Roads. This payment must be used for schools and/or roads at the discretion of the borough. A report will be required next fiscal year documenting the expenditure of the funds received.

If you have questions regarding your SFY21 NFR/SRS payment, please feel free to contact me at 907-451-2731 or by email at [judy.haymaker@alaska.gov](mailto:judy.haymaker@alaska.gov).

Sincerely,

A handwritten signature in blue ink that reads "Judy Haymaker".

Judy Haymaker  
Grants Administrator II

# CITY & BOROUGH OF WRANGELL, ALASKA

## *BOROUGH CLERK'S REPORT*

### SUBMITTED BY:

Kim Lane, Borough Clerk

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

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

**May 13** Planning & Zoning Commission Meeting at 6:00 PM

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

**May 25** Regular Borough Assembly Meeting at 6:00 PM

#### **Budget Calendar Dates for Assembly:**

**TBD** **Work Session:** General & Misc. Fund Budget

**TBD** **Work Session:** CIP and Capital Equipment/Vehicle Budget

**TBD** Extra Budget Work Session (Only if Needed)

**May 25** School Budget Local Contribution Action (during Regular Assembly mtg.)\*

**June 8** Official Budget Public Hearing (during Regular Assembly Meeting)

**June 22** Budget Adoption (during Regular Assembly Meeting)

**\*The school budget and local contribution must be approved within 30 days of submittal of the district's budget (received on April 29<sup>th</sup>). Action by the Assembly is scheduled for May 25<sup>th</sup>.**

**Clerk Evaluation** - The Borough Manager and Clerk's Annual Evaluations are on this Agenda, under Executive Session.

**Budget Prep.** - I have continued to aid with the FY2022 budget this year. This includes going through all department budgets and formatting them so that they are easier to read and work through. I assisted in the department head meetings with the Manager to make real-time changes to the budgets, as required.

**Public Surplus** - I recently listed over 80 items for sale on the Public Surplus site for the City of Wrangell. Each time I list items for sale, I send out a "notification" to those who have subscribed to receive such notifications. Below is the process to sign up to receive notifications from our Borough Website. The items from the old medical center will be listed in phases as the number of items available are vast.

**Surplus Available** – I reached out to School Administration to see if they wanted to do a walk through with me in the old medical center. I met with one of them on Thursday of last week to see what might interest them. We are planning on meeting this week again to finalize the selection of some items. Those items could include office supplies and office furniture.

**Subscribing to Receive Notifications** –

1. From the Home Page on our Borough Website - <https://www.wrangell.com/>, click on (Subscribe HERE for notifications) <https://www.wrangell.com/newsletter/subscriptions> on the upper right-hand side of the screen.
2. You will be directed to a new screen that reads: Your Email Subscriptions.
3. Check the box of any or all categories that you would like to receive notifications on.
4. Type in your email that you would like to receive the notifications in and click “Subscribe”.

That’s it! Once you have subscribed, you will receive notifications through your email. When you receive the notification, click on the link and it will take you directly to the Borough page of interest.

**Cell Phones** – I have taken over (possibly temporarily) city cell phones. I am looking at the billing to make sure that the phones listed are in use. I have successfully canceled four cell phones for a savings of over \$2000 annually for the borough.



# Lost the vote? Don't sabotage the council's action



We've had inquiries recently about elected officials who lost a vote, and then actively worked against the outcome. This amounts to trying to sabotage the council. It is wrong, wrong, wrong.

## THE MAJORITY RULES

General Henry Martyn Robert, the original author of *Robert's Rules of Order*, expresses it this way:

*The great lesson for democracies to learn is for the majority to give to the minority a full, free opportunity to present their side of the case, and then for the minority, having failed to win a majority to their views, gracefully to submit and to recognize the action as that of the entire organization, and cheerfully to assist in carrying it out, until they can secure its repeal.*

—Quoted in *Robert's Rules of Order Newly Revised*, 12th edition, p. xlvii

This is a fundamental principle of our system of government. It is embedded in our common law heritage, and our entire society. Government and its administration cannot function optimally, cannot best serve the citizens, and cannot advance, if the very people who are elected to serve choose to pursue their own private views against the decision of the body they belong to. When elected officials “go rogue” and work against their organization's action, they are violating their fiduciary duties of loyalty and obedience. Even more, they are assaulting the foundation of our democracy.

For these reasons, we consistently tell officials: If you lost the vote, you have an obligation to accept the vote as the decision of your body. Your agreement to serve as a public official carries with it the duty to support the fundamental principle of our system of government. You may express your disagreement in public (see our article [Criticizing a board decision in public](#)). However, you should not take a single step to undermine the decision, because that would harm the organization which you have a duty to serve.



## IS SOMEBODY TRYING TO SABOTAGE YOUR COUNCIL?

If you are dealing with such a situation, we recommend getting advice from your attorney about the law in your state. Review your bylaws and this quotation from *Robert's Rules of Order*:

*An organization or assembly has the ultimate right to make and enforce its own rules, and to require that its members refrain from conduct injurious to the organization or its purposes.*

—*Robert's Rules of Order Newly Revised, 12th edition, 61:1*

Once you are armed with the law and the rules, discuss the matter with the independent-minded member in private (if the sunshine laws in your state allow two members to have a private conversation). They may need help understanding the issue. Explain what is wrong with their attempt at sabotage, and show the importance of allowing the body's action to stand. If that doesn't work, it may be necessary to bring it up at a public meeting of your council or board. And if public shaming fails to have any effect, you may have to sanction the member (see our article, [Sanctioning rogue board members](#)).

## BEING ELECTED LIMITS ACTIONS YOU MAY TAKE

American individualism is a great thing, but when you accept election to a local governmental body, you give up some of your First Amendment rights and some of your freedom of action. You agree to put the welfare of the organization above your own interest. You agree to compromise. You agree to follow the rules your body has adopted. And you agree that the entire body chooses its course of action, not any one self-interested individual. It ain't easy! But it's the American way.

## EXAMPLES OF ATTEMPTS TO SABOTAGE

Here are instances I have encountered of attempted sabotage:

- A planning commissioner publishes letters opposing the decisions of the commission and complaining about the members.
- A city council takes a position on the status of the wetlands in response to a request from the state department of ecology. Three minority members send a letter to the department saying that they disagree with the city's position.
- The school board has approved a large bond issue. A member who disagrees publishes an Op-Ed in the local newspaper urging citizens to vote against the bond.

**Lost the vote? Don't sabotage the council's action**

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

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	May 11, 2021
	<u>Agenda Section</u>	<b>11</b>

**ORDINANCE No. 998** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE ZONING MAP TO EFFECT A CHANGE TO LOT 1, BRADLEY SUBDIVISION II FROM A CONTRACT ZONE COMMERCIAL TO COMMERCIAL AND FOR LOT D-A, PRUNELLA SUBDIVISION FROM OPEN SPACE/PUBLIC TO COMMERCIAL

SUBMITTED BY:

Carol Rushmore, Economic Development  
Director

FISCAL NOTE:

**Expenditure Required:** \$XXX Total

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

	FY20 \$XXX
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**Account Number(s):**

	XXXXX XXX XXXX
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**Account Name(s):**

	Enter Text Here
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**Unencumbered Balance(s) (prior to expenditure):**

	\$XXX
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Reviews/Approvals/Recommendations

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

ATTACHMENTS: 1. Ordinance 998; 2. Exhibit A; 3. Aerial Map; 4. Contract Zone

**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 998.

**SUMMARY STATEMENT:**

*The following information has not changed from the April 27, 2021 meeting:*

Mr. Prunella subdivided property on the corner of Wood Street and Zimovia Highway the last part of 2020 to sell a lot within the subdivision. At that time, it was discovered that the contract zone for a Gas Station and related services (Commercial zone) approved in 1988 for the lot currently housing the gas station and the adjacent property (originally Lots 1 and 2, Bradley Subdivision II) had just expired in 2018. Mr. Prunella is seeking to rezone both the lot with the gas station on it and the adjacent lot behind the gas station to the Commercial District, rather than renewing and modifying the Contract Zone agreement previously in place. The property has been used for commercial purposes for 33 years and additional commercial type developments such as the hospital and clinic, and WCA offices and transportation facility are now adjacent.

The lot (Lot D-B, Prunella Subdivision) recently purchased by SEARHC is comprised of two zones now that the contract zone has expired. The original portion of the Lot (formerly Lot 2, Bradley Subdivision II) that was part of the original Contract Zone has reverted back to the Single Family Residential District and the new portion of the lot (formerly a portion of Lot D, Health Care Subdivision) is still zoned Open Space/Public.

The Planning and Zoning Commission at their regular meeting of April 14, 2021 moved to recommend to the Assembly to approve the draft ordinance for a zone change for Lot 1, Bradley Subdivision II from the Contract Zone Commercial designation to Commercial District and for Lot D-A, Prunella Subdivision from Open Space/Public to Commercial District.

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

Wrangell Recording District

Page 1 of 2

CITY AND BOROUGH OF WRANGELL, ALASKA

ORDINANCE NO. 998

AN ORDINANCE OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE ZONING MAP TO EFFECT A CHANGE TO LOT 1, BRADLEY SUBDIVISION II FROM A CONTRACT ZONE COMMERCIAL TO COMMERCIAL AND FOR LOT D-A, PRUNELLA SUBDIVISION FROM OPEN SPACE/PUBLIC TO COMMERCIAL

SEC. 1. Action. The effect of this ordinance is to finalize a zone change for both Lot 1, Bradley Subdivision II and Lot D-A Prunella Subdivision to Commercial per the attached Map of Exhibit A, based on Plat # 2020-9.

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

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

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

PASSED IN FIRST READING: April 27, 2021.

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

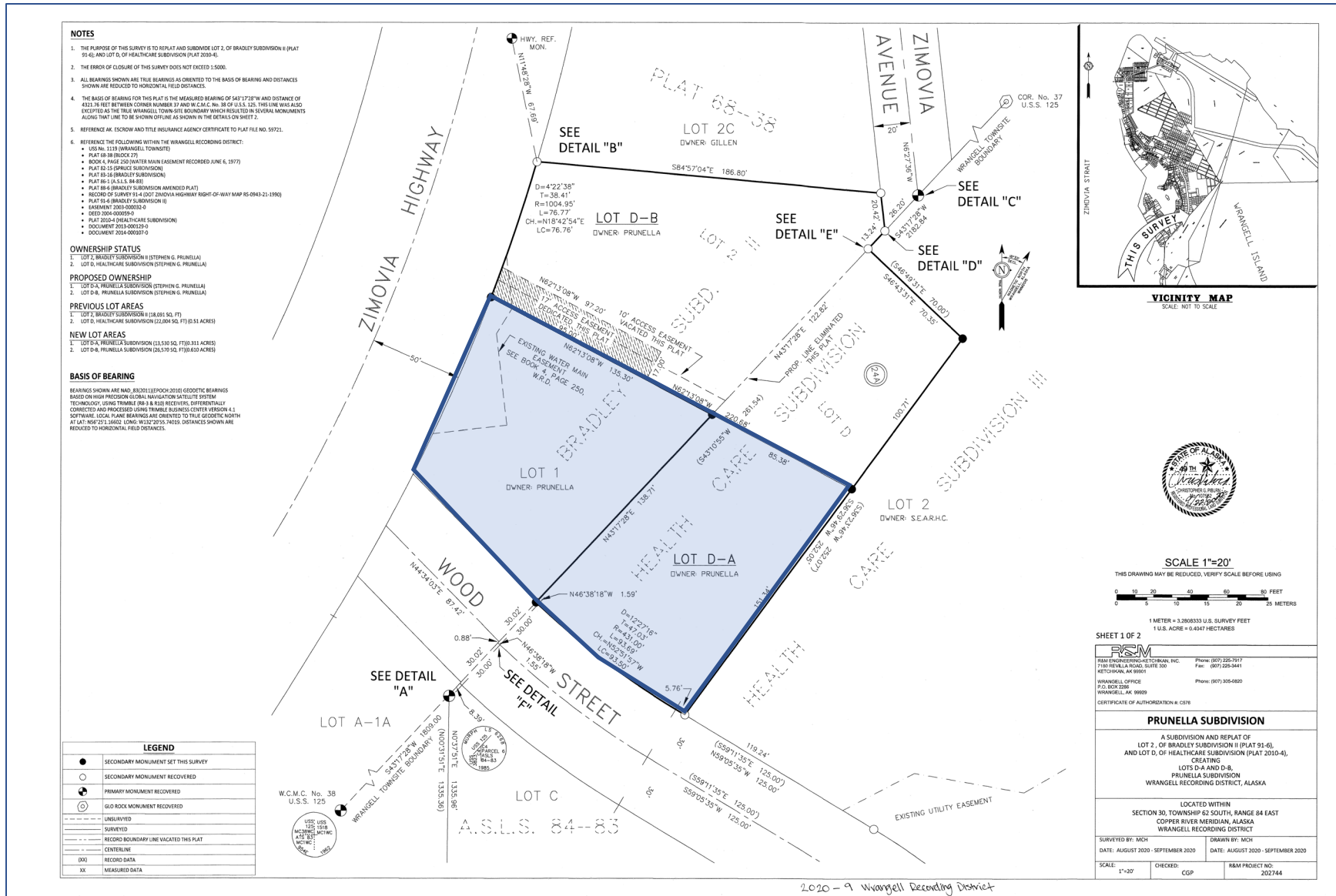
\_\_\_\_\_  
Stephen Prysunka, Borough Mayor

ATTEST:

\_\_\_\_\_  
Kim Lane, Borough Clerk

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

Exhibit A:





# CITY AND BOROUGH OF WRANGELL, ALASKA

Item a.



Public Map



41

1 inch = 166.666667 feet  
Date: 4/22/2021

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



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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	May 11, 2021
	<u>Agenda Section</u>	<b>13</b>

Approval of the Repeal of Ordinance No. 996 Related to Intrastate Travel Testing Mandate

SUBMITTED BY:

Lisa Von Bargaen, Borough Manager

FISCAL NOTE:

**Expenditure Required:** \$XXX Total

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

	FY20 \$XXX
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**Account Number(s):**

	XXXXXX XXX XXXX
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**Account Name(s):**

	Enter Text Here
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**Unencumbered Balance(s) (prior to expenditure):**

	\$XXX
--	-------

Reviews/Approvals/Recommendations

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

ATTACHMENTS: 1. Ord. No. 996; 2. State of AK Intrastate Travel Advisory

**RECOMMENDATION MOTION:**

Move to Approve Repeal of Ordinance No. 996.

**SUMMARY STATEMENT:**

On April 13<sup>th</sup> the Assembly passed Ordinance No. 996 reenacting Wrangell's Intrastate Travel Testing Mandate. This past week the Stat of Alaska updated their travel advisories to include the recommendation that communities on the road system and the Alaska Marine Highway system **not** have intrastate travel testing mandates. The CBW has tried to be very responsive in keeping up with

CDC and State guidance changes. In order to stay in line with the newest State advisory, the EOC is recommending the Assembly repeal Ordinance No. 996 related to Intrastate Travel Testing.

The interstate travel testing mandate remains in effect, at least through May 25<sup>th</sup> (when it is scheduled to sunset). The EOC will likely be asking the Assembly to extend that requirement.

CITY AND BOROUGH OF WRANGELL, ALASKA  
ORDINANCE NO. 996

AN EMERGENCY ORDINANCE OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA REAFFIRMING THE DECLARATION OF EMERGENCY IN EMERGENCY ORDINANCES 976, 980, 985 and 994, REPEALING EMERGENCY ORDINANCE 992, AND REENACTING THE ADOPTION OF INTRASTATE TRAVEL TESTING MEASURES THROUGH MAY 25, 2021

**WHEREAS**, the City and Borough of Wrangell Assembly is committed to minimizing the impacts of the COVID-19 pandemic on Wrangell's residents and businesses; and

**WHEREAS**, the COVID-19 testing that has been conducted at the Wrangell Airport for the last several months has been successful in alerting the SEARHC/Wrangell Medical Center and Emergency Operations Center to positive cases coming into the community; and

**WHEREAS**, it is in Wrangell's best interest to continue to provide for the testing of intrastate travelers coming into Wrangell in certain situations, via any mode of transportation (by air or sea) in order to quickly discover and isolate infected persons who come to Wrangell from within the State of Alaska; and

**WHEREAS**, this Emergency Ordinance is being amended to address CDC guidance on fully vaccinated individuals, and

**WHEREAS**, the conditions of this Emergency Ordinance are designed to provide the least necessary restrictions.

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

**SECTION 1. AUTHORIZATION.** This is a non-codified EMERGENCY ORDINANCE provided for in the Home Rule Charter of the City & Borough of Wrangell, Alaska Section 2-11.

**SECTION 2. APPLICABILITY.** The City and Borough of Wrangell Assembly requires that all intrastate travelers arriving into Wrangell via the airport or the Alaska Marine Highway System (AMHS) ferry terminal, by private transportation carrier to the airport or harbors or docks if applicable, or by personal transportation modes to the airport or harbors or docks, be tested prior to or upon arrival, with details as follows:

**I. All Travelers Arriving into Wrangell:**

- a. Complete a Travel Declaration Form and a Self-Isolation Plan in the Alaska Travel Portal at [www.alaska.covidsecureapp.com](http://www.alaska.covidsecureapp.com).

- b. Any person currently positive with COVID-19 cannot travel to Wrangell until they have been released from isolation, or cleared for travel, by a medical provider or public health agency.

**II. Alaska resident and non-resident travelers arriving into Wrangell from another community within Alaska must adhere to one of the following options, with special considerations outlined in Section III:**

a. **Pre-travel molecular-based test for SARS-CoV2 with negative results:**

The traveler should submit negative test results from a test within 72 hours of departure into the Alaska Travel Portal or have proof of a negative test available to show screeners at the airport upon arrival.

b. **Pre-travel molecular-based test for SARS-CoV2 without results:**

The traveler should submit proof of a test taken within 72 hours of departure into the Alaska Travel Portal or have proof available of having taken a test to show screeners at the airport.

- i. The traveler should follow strict social distancing until test results are available.
- ii. The traveler should upload test results to the Alaska Travel Portal when received, regardless of the test result (it will say negative or positive).
- iii. The traveler should obtain a second test 5-14 days after arrival. If the results of the molecular-based test for SARS CoV2 are **positive**, the traveler must remain in self isolation at their own expense. The traveler must not travel until cleared by State of Alaska Public Health (1-800-478-0084).

c. **No pre-travel molecular-based test for SARS CoV2:**

If a traveler (aged 11 years or older) arrives without proof of a negative test result, or proof of a test taken within of 72 hours of departure to Wrangell, they must test at the Wrangell Airport.

- i. The traveler should follow strict social distancing until test results are received.
- ii. The traveler should obtain a second test 5–14 days after arrival.

**III. Special Considerations**

- a. Alaskan residents may elect to not be tested, provided that they strictly self- quarantine, at their own expense, for a period of fourteen



(14) days after arrival into Wrangell.

- b. Children 10 years of age and younger are exempt from testing requirements. However untested children travelling with a parent or guardian should remain in the same status as the parent or guardian.
- c. The provisions of this ordinance shall not apply if application would delay or limit emergency travel into Wrangell by Law Enforcement Officers, Healthcare Workers, or personnel from the Office of Children's Services while functioning in their official capacity.

#### **IV. Prior confirmed positive results within 90 days of departure - All Travelers:**

- a. The traveler does not need to obtain a test for SARS CoV2, whether immediately before travel or upon arrival, if both of the following conditions are met:
  - i. The traveler provides proof of a previously positive result of a molecular-based test of SARS CoV2 within 90 days of departure; and
  - ii. The traveler is currently asymptomatic.

#### **V. Requirements for Critical Infrastructure Workforce Travel:**

Travel into Wrangell by workers in critical infrastructure workforce, as is defined in the Cyber and Infrastructure Security Agency (CISA) "Guidance on the Essential Critical Infrastructure Workforce." must follow the instructions and protocols contained in the employer's Community Workforce Protective Plan on file with the State. If a Plan has not been filed, or if that Plan does not contain protections or protocols for workers traveling into Wrangell from the employer's general work site, workers must follow this ordinance.

#### **VI. Exemptions for Fully Vaccinated Individuals who are asymptomatic:**

Fully-vaccinated travelers can resume travel into Wrangell and do not need to get tested before or after travel or self-quarantine after travel.

- a. It is highly recommended that travelers who are fully vaccinated and are (within 14 days of arrival into Wrangell), planning on attending any gathering where at-risk individuals may be in attendance, acquire a test at the Wrangell Airport upon arrival and quarantine until those results are received.

#### **VII. Definitions**

- a. Self-quarantine:
  - i. Self-quarantine is required while waiting for the results of your first molecular-based test for SARS-CoV2.
  - ii. Comply with all protocols related to your self-quarantine as set forth by your hotel or rented lodging, if applicable.
- b. Strict Social Distancing:

- i. Strict social distancing is required while you wait for test results.
  - ii. You can be in an outdoor public place, but you should remain six feet away from anyone not in your immediate household, and you should wear a face covering. You should arrange curbside shopping or have food delivery.
  - iii. You should not enter restaurants, bars, gyms, community centers, office buildings, and school or daycare facilities. Do not participate in any group activities, including sporting events and practices, weddings, funerals, or other gatherings.
- c. Self-Isolation Plan: Every traveler entering the state of Alaska should complete a Self-Isolation Plan within the Alaska Travel Portal. This allows travelers to consider their plan for what they will do if their test results return positive while in Wrangell.
- d. Accepted proof of Alaska residency:
- i. Alaska driver's license or state-issued ID card.
  - ii. Federally-recognized Alaska tribal identification card.
  - iii. Active duty military ID card or active duty dependent ID card.
  - iv. Employment verification letter on employer letterhead or school verification letter for in-person schooling, stating traveler is moving to Wrangell for employment or school.
- e. Fully Vaccinated Individuals is defined as more than two weeks following receipt of the second dose in a two-dose series, or more than two weeks following receipt of one dose of a single-dose vaccine.


**SECTION 3. EFFECTIVE DATES.** This ordinance shall be effective upon adoption and shall sunset at 11:59pm on May 25, 2021 unless terminated earlier or extended by action of the Assembly.

**PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA THIS 13<sup>th</sup> DAY OF April 2021.**

CITY & BOROUGH OF WRANGELL, ALASKA

  
Stephen Prysunka, Mayor

ATTEST:

  
Kim Lane, Borough Clerk





# COVID-19 Response and Recovery

## Health Advisory No. 3

### Intrastate Travel

**Revised:** April 26, 2021

By: Commissioner Adam Crum, Alaska Department of Health and Social Services  
 Dr. Anne Zink, Chief Medical Officer, State of Alaska

The State of Alaska **DOES NOT** restrict or limit travel within the state.

Individual communities, acting through their local leaders and government bodies, may wish to withdraw or enact laws related to protection of communities from COVID-19. While intrastate travel restrictions are not advised, they should be limited to small communities off the Road System and the Alaska Marine Highway System.

#### **I. Exemptions for Fully-Vaccinated Individuals:**

State of Alaska and Centers for Disease Control and Prevention (CDC) guidance says the following about fully vaccinated travelers:

- a. Fully-vaccinated travelers do not need to get tested before or after travel.
- b. Fully-vaccinated travelers do not need to self-quarantine after travel.
- c. Fully-vaccinated is defined as more than two weeks following receipt of the second dose in a two-dose series, or more than two weeks following receipt of one dose of a single-dose vaccine.

#### **II. Prior confirmed positive results within 90 days of departure:**

- a. Asymptomatic travelers, that had a positive viral test for SARS-CoV-2 within 90 days of travel departure, are not recommended to pre-travel test nor test upon arrival.

#### **III. Considerations**

- a. Communities that have enacted or are continuing local ordinances on travel restrictions should take into account the vaccination rates of their residents. COVID-19 vaccines have proven to be highly effective at preventing severe illness and hospitalizations. If your local population has high vaccination rates and are protected, then travel restrictions may not be necessary or useful. Information on vaccination rates for local areas can be found on the COVID-19 vaccine dashboard at:
  - i. <https://alaska-coronavirus-vaccine-outreach-alaska-dhss.hub.arcgis.com/app/c74be37e02b44bb8b8b40515eabbab55>
- b. Symptomatic persons are not recommended to travel.

April 26, 2021  
 Health Advisory No. 3  
 Intrastate Travel  
 Page 1 of 3

#### IV. Community Restrictions and Critical Infrastructure Access

- a. Local communities should not prevent individuals traveling for a Critical Personal Need or the conduct of an Essential Service/Critical Infrastructure installation, maintenance, or repair. Other considerations for communities and/or Local Emergency Ordinances are as follows:
  - i. Communities should not enact protective measures that prevent, delay, or limit emergency travel by Law Enforcement Officers, healthcare workers, or personnel from the Office of Children's Services.
  - ii. Communities should not prevent local residents from returning home.
  - iii. Communities should not prevent travel for a Critical Personal Need.
  - iv. Communities should not prevent Critical Infrastructure Workers (CI) from traveling or commencing work immediately upon arrival.
    - i. Critical Infrastructure Workers traveling to small communities in support of emergency requirements should coordinate access with the municipal or tribal government representatives of the community if the situation does not allow time for pre-travel testing, such as a power outage, communications failure, damage to infrastructure, or other situation that requires emergency travel.
  - v. Communities should not prevent the travel of work crews engaged in non-essential construction or repair projects, and are encouraged to negotiate access requirements with both the company involved in construction and the business or agency that is sponsoring or contracting the construction.
  - vi. Communities should not prevent individuals from traveling to conduct subsistence hunting or fishing.

#### V. Possible Protective Measures

- a. Travel restrictions or protective measures are at the discretion of the local government and the following items are presented as optional suggestions for protective measures as well as limitations on any restrictions.
  - i. Non-vaccinated residents returning home, possible protective measures:
    - 1. encouraging a pre-travel test, a period of social distancing after arrival, or bracketed testing before and after that period.
    - 2. Non-vaccinated residents returning home who choose not to test are recommended to conduct a full 10-day self-quarantine in their home upon their return, along with all other family members sharing the home.

- ii. Critical Infrastructure Workers (CI), possible protective measures:
  - 1. encouraging a pre-travel test, asking CI workers to follow community mask guidelines, or to be socially distant from community residents.

## VI. Definitions

- a. Road System: is defined as any community connected by a road to the Steese, Elliot, Dalton, Seward, Parks, Klondike, Richardson, Sterling, Glenn, Haines, or Top of the World Highways.
- b. Alaska Marine Highway: is defined as any community served by the Alaska Marine Highway System (AMHS) or the Inter-Island Ferry System.
  - a. All travelers on Alaska Marine Highway System vessels should research and know of any testing guidelines that are specific to AMHS.
- c. Critical Personal Needs: those needs that are critical to meeting a person's individual or family needs. Those needs include buying, selling, or delivering groceries and home goods; obtaining fuel for vehicles or residential needs; transporting family members for out-of-home care, essential health needs, or for purposes of child custody exchanges (to include child travelers); receiving essential health care; providing essential health care to a family member; obtaining other important goods; engaging in subsistence activities; pursuing formal (primary, secondary, or collegiate) education or educational research; applying for a job; traveling for voting; and the inspection and maintenance of personal property.
- d. Critical Infrastructure Workforce: is defined in the Cyber and Infrastructure Security Agency (CISA) "Guidance on the Essential Critical Infrastructure Workforce." [https://www.cisa.gov/sites/default/files/publications/ECIW\\_4.0\\_Guidance\\_on\\_Essential\\_Critical\\_Infrastructure\\_Workers\\_Final3\\_508\\_0.pdf](https://www.cisa.gov/sites/default/files/publications/ECIW_4.0_Guidance_on_Essential_Critical_Infrastructure_Workers_Final3_508_0.pdf)
- e. Fully vaccinated is defined as more than two weeks following receipt of the second dose in a two-dose series, or more than two weeks following receipt of one dose of a single-dose vaccine.

## VII. Other Info

- a. <https://covid19.alaska.gov/travelers/>
- b. <https://covid19.alaska.gov/faq/>
- c. Cyber and Infrastructure Security Agency (CISA) "Guidance on the Essential Critical Infrastructure Workforce." [https://www.cisa.gov/sites/default/files/publications/ECIW\\_4.0\\_Guidance\\_on\\_Essential\\_Critical\\_Infrastructure\\_Workers\\_Final3\\_508\\_0.pdf](https://www.cisa.gov/sites/default/files/publications/ECIW_4.0_Guidance_on_Essential_Critical_Infrastructure_Workers_Final3_508_0.pdf)

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	May 11, 2021
	<u>Agenda Section</u>	<b>13</b>

**ORDINANCE No. 999** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA AMENDING CHAPTER 20.32 OF THE ZONING CODE TITLED OS DISTRICT-OPEN SPACE/PUBLIC SECTION 20.32.020 CONDITIONAL USES BY ADDING MUNICIPAL FACILITIES AND COMMUNICATION INFRASTRUCTURE AS TWO NEW CONDITIONAL USES

SUBMITTED BY:

Carol Rushmore, Economic Development  
Director

FISCAL NOTE:

**Expenditure Required:** \$XXX Total

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

	FY20 \$XXX
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**Account Number(s):**

	XXXXX XXX XXXX
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**Account Name(s):**

	Enter Text Here
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**Unencumbered Balance(s) (prior to expenditure):**

	\$XXX
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Reviews/Approvals/Recommendations

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

ATTACHMENTS: 1. WMC 20.32 Open Space/Public; 2. Ord. 999; 3. KSTK Letter

**RECOMMENDATION MOTION:**

Move to approve first reading of Ordinance No. 999, and move to a second reading with a public hearing to be held on May 25, 2021.

**SUMMARY STATEMENT:**

The action of the Planning and Zoning Commission is a recommendation to the Assembly. The Commission at their April 29, 2021 Special Meeting recommended moving forward for the

Assembly approval to add Municipal Facilities and Communication Infrastructure as two new conditional uses within the zoning district.

While a proposed Cell Tower on a municipal lot by the Solid Waste Transfer Station triggered this proposed modification to the Open Space/Public Zoning District (OS/P), the applicability is for all OS/P zoned areas within the Borough. Most all municipal facilities are located in the Open Space/Public District, including the solid waste transfer facility site. However, there is not a specific Conditional Use listed in the OS/P Zoning District that permits the use of City facilities, nor allows consideration of communication infrastructure. The proposed new conditional use of Municipal Facilities will provide this use for Borough facilities and adding the Communication Infrastructure use to the OS/P district will allow review of a proposal for a new cell tower for a conditional use permit, assuming the zone change also under consideration on this agenda is approved.

The Planning and Zoning Commission made the following findings:

1. **Findings as to need and justification for the proposed change including findings as to the effect which the proposed change would have on the objectives of the comprehensive plan;**

Almost all municipal facilities are zoned OS/P but the Zone does not identify this use specifically. A proposed cell tower triggered this series of events for a zone change and modification to the zoning uses and the review supported the appropriateness of the modification to the OS/P District. The two additional uses proposed for adding to the OS/P district is applicable for all OS/P zoned areas within the Borough, not just the lots being proposed for the zone change within the corresponding Ord No. 1000. Providing for Municipal Facilities in the zoning district they are located in provides for review of future facilities. Adding a new use Communication Infrastructure will allow a review of a proposed cell tower location for a conditional use permit before the Planning and Zoning Commission.

There is not a specific Comprehensive Plan policy to broadly address Municipal Facilities.

*Comprehensive Plan Policy 14. Encourage reliable, fast and affordable access to the internet as this is increasingly a necessity for business, education and services.* One of the Action items specifically says “Work with area cell service and internet providers to inventory infrastructure, coverage and gaps in the Borough. Seek their assistance and ideas for ways to fill critical gaps”.

*The Comprehensive Plan Policy 32: Designate areas for commercial and industrial development in logical locations to promote economic opportunity and satisfy current and future needs.* One of the Action items specifically says “Identify and designate areas for commercial use and business development, and as needed update zoning”. The properties on this agenda that are proposed to be rezoned OS/P is because they are currently being used to support Municipal facilities. What triggered the review and zone modification was a new and existing use not reflected in the current or proposed zone. The Transfer

Station is limited in expansion area for services and the adjacent lots are the last for operational use for facilities. The Electrical Department needed space for storage of poles and equipment and more than 20 years ago began use of this property for that purpose. The two new uses proposed for adding to the OS/P zoning district reflect the light industrial use of the properties currently and will support commercial opportunities in the future.

**2. Findings as to the effect which the proposed change would have on property owners in the area of proposed boundary changes, including changes in traffic flow, population, density, off-street parking, sewer and water services;**

The proposed change adding two new conditional uses to the Open Space/Public District should not affect the existing uses of surrounding properties anywhere within the Borough. It allows new proposed uses to be reviewed and permitted if appropriate. All uses within the OS/P zoning district require a public hearing and approval by the Planning and Zoning Commission with a Conditional Use permit. A specific new use proposed on some of the lots proposed for a zone change on this agenda will be reviewed for a conditional use permit, assuming that the proposed zone change is approved by the Assembly.

There is a concern voiced by KSTK to potential interference to their translator signal located on the roof top of the Transfer Facility limiting their signal, or vice versus, their translator interferes with a cell signal. The letter KSTK submitted is attached. These issues are still being explored by KSTK and the City and the information has been provided to the contractor seeking the conditional use permit as well, but these are issues to a specific use request that will be considered during the permit review for the Conditional Use permit. Adding the conditional use Communication Infrastructure to the district will allow review of the permit request, assuming the zone change is also approved.

**3. Recommendation as to the approval or disapproval of the change.**

Planning and Zoning Commission is recommending approval of the modification to the OS/P zoning district adding Municipal Facilities and Communication Infrastructure as new conditional uses.

CITY AND BOROUGH OF WRANGELL, ALASKA  
ORDINANCE NO. 999

AN ORDINANCE OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING CHAPTER 20.32 OF THE ZONING CODE TITLED OS DISTRICT-OPEN SPACE/PUBLIC SECTION 20.32.020 CONDITIONAL USES BY ADDING MUNICIPAL FACILITIES AND COMMUNICATION INFRASTRUCTURE AS TWO NEW CONDITIONAL USES

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

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

SEC. 1. Action. The purpose of this ordinance is to amend Chapter 20.32 Open Space/Public Zoning District, Section 20.32.020 Conditional Uses, of the Wrangell Municipal Code by adding Municipal Facilities and Communication Infrastructure as two new conditional uses.

SEC. 2. Amendment, Chapter 20.32, Section 20.32.020 of the Wrangell Municipal Code is hereby amended as follows:

**20.32.020 Conditional uses.**

The following conditional uses are allowed in this district by action of the planning and zoning commission in accordance with Chapter 20.68 WMC; provided, that the proposed use does not conflict with or degrade existing or designated recreational use areas, historic and cultural sites, or critical wildlife habitat:

- A. Quarries, mineral extraction and processing;
- B. Airport-related businesses, restaurants and support services;
- C. Aviation-related repair services;
- D. Aircraft hangars;
- E. Commercial airlines terminals;
- F. Air freight storage facilities;
- G. Hospital and medical service facilities;
- H. Schools;
- I. Docks, piers, seawalls and shoreline protection devices;
- J. Recreation facilities and sites;
- K. Recreational vehicle parks;
- L. Warehouses;
- M. Uses and structures which are customarily accessory and subordinate to the above uses;
- N. Animal establishments.



O. Municipal facilities.

P. Communication infrastructure.

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

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

PASSED IN FIRST READING: \_\_\_\_\_, 2021

PASSED IN SECOND READING: \_\_\_\_\_, 2021

\_\_\_\_\_  
Stephen Prysunka, Mayor

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

## **Chapter 20.32 OS DISTRICT – OPEN SPACE/PUBLIC**

Sections:

**20.32.010 Purpose.**

**20.32.020 Conditional uses.**

**20.32.030 Standards.**

**20.32.010 Purpose.**

The open space/public (OS) district is intended to provide for areas containing public facilities, existing and potential public recreation sites, areas subject to natural hazards, public watersheds and areas of critical wildlife habitat. The purpose of this district is to protect public safety, health and welfare, and to maintain the integrity of significant cultural, natural and recreational resources and provide for public uses consistent with the policies of the coastal management program. [Ord. 867 § 1, 2013; Ord. 462 § 6, 1984; Ord. 219 § 5, 1969; prior code § 95.34.010.]

**20.32.020 Conditional uses.**

The following conditional uses are allowed in this district by action of the planning and zoning commission in accordance with Chapter 20.68 WMC; provided, that the proposed use does not conflict with or degrade existing or designated recreational use areas, historic and cultural sites, or critical wildlife habitat:

- A. Quarries, mineral extraction and processing;
- B. Airport-related businesses, restaurants and support services;
- C. Aviation-related repair services;
- D. Aircraft hangars;
- E. Commercial airlines terminals;
- F. Air freight storage facilities;
- G. Hospital and medical service facilities;
- H. Schools;
- I. Docks, piers, seawalls and shoreline protection devices;
- J. Recreation facilities and sites;

K. Recreational vehicle parks;

L. Warehouses;

M. Uses and structures which are customarily accessory and subordinate to the above uses;

N. Animal establishments. [Ord. 867 § 1, 2013; Ord. 785 § 16, 2006; Ord. 462 § 6, 1984; Ord. 349 § 5, 1976; prior code § 95.34.020.]

**20.32.030 Standards.**

The following standards shall apply within the open space/public (OS) district:

A. Standards policies: WMC 20.52.005;

B. Principal structures per lot: WMC 20.52.010;

C. Traffic vision impediments: WMC 20.52.020;

D. Distances between buildings: WMC 20.52.030;

E. Air, land and water quality: WMC 20.52.040;

F. Volatile products storage: WMC 20.52.050;

G. Airport interference: WMC 20.52.070;

H. Building height: WMC 20.52.080;

I. Setbacks – Yards: WMC 20.52.110;

J. Shoreline dependency: WMC 20.52.120;

K. Piers, docks, shoreline protection and other shoreline construction: WMC 20.52.130;

L. Drainage: WMC 20.52.150;

M. Dredge and fill: WMC 20.52.160;

N. Off-street parking: WMC 20.52.190;

O. Signs: WMC 20.52.210;

P. Traffic generation: WMC 20.52.230;

Q. Recreational vehicle parks: WMC 20.52.240;

R. Animal establishments: WMC 20.52.270. [Ord. 867 § 1, 2013; Ord. 785 § 17, 2006; Ord. 586 § 8, 1993; Ord. 462 § 6, 1984; Ord. 219 § 5, 1969; prior code § 95.34.030.]

April 24, 2021

Wrangell Planning & Zoning Commission  
P.O. Box 531  
Wrangell, AK 99929

Dear Wrangell Planning and Zoning,

KSTK has two concerns regarding the City of Wrangell's potential agreement with Vertical Bridge to construct a Verizon cell tower near the Wrangell Transfer Station, AKA The Dump. KSTK owns translator K296FN - North Wrangell Island. The translator antenna is attached to the top of Transfer Station building. This translator sends KSTK's signal to the lower Stikine area and the Back Channel. Both of our concerns relate to the potential for signal interference between the cell tower signal and the KSTK translator signal. One concern is that KSTK's signal could be disrupted and not able to reach users in our service area. Perhaps a bigger concern is that KSTK needs to be held harmless if there is signal interference. In other words, KSTK does not want to be sued by Verizon if the existing KSTK signal and the new Verizon signal are interfering with each other.

Any potential signal interference can be avoided if the new service provider, Vertical Bridge / Lynx Consulting / Verizon is held responsible to engineer their system to not interfere with the existing KSTK signal.

KSTK requests that language be included in the lease agreement that:

- 1) Protects any existing telecommunications services from interference.
- 2) Hold harmless any existing telecommunications services from requirements or costs related to mitigating any interference to the cellular (or other) tenants.
- 3) The City's lease with Vertical Bridge / Verizon allow pre-existing tenants located on the premises the rights of a third party beneficiary to bring any claims against the new tenant for violating the terms of the lease if Vertical Bridge / Verizon causes interference.

The City and Borough of Wrangell and members of the community are all stakeholders in KSTK and we believe it is in everyone's interest to be pro-active and stipulate expectations of a new telecommunications entity so that Wrangell can benefit from both our local KSTK radio signal and new Verizon cell service.

Thank you for your consideration.

Sincerely,

Cindy Sweat – KSTK General Manager  
PO Box 1141 – Wrangell, AK 99929  
[cindy@kstk.org](mailto:cindy@kstk.org)  
874-2345

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	MAY 11, 2021
	<u>Agenda Section</u>	<b>13</b>

**ORDINANCE No. 1000** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA AMENDING THE ZONING MAP TO EFFECT A CHANGE TO LOT 11A, LOT 11B, AND LOT 10A, BLOCK 5, THIRD AVENUE SUBDIVISION AND LOTS 12-15, BLOCK 5, USS 2127 FROM HOLDING TO OPEN SPACE/PUBLIC

<p><u>SUBMITTED BY:</u></p> <p>Carol Rushmore, Economic Development Director</p>	<p><u>FISCAL NOTE:</u></p> <p><b>Expenditure Required:</b> \$XXX Total</p> <table style="width: 100%; border: none;"> <tr> <td style="border: none;">FY 20: \$</td> <td style="border: none;">FY 21: \$</td> <td style="border: none;">FY22: \$</td> </tr> </table> <p><b>Amount Budgeted:</b></p> <table style="width: 100%; border: none;"> <tr> <td style="border: none;"></td> <td style="border: none;">FY20 \$XXX</td> </tr> </table> <p><b>Account Number(s):</b></p> <table style="width: 100%; border: none;"> <tr> <td style="border: none;"></td> <td style="border: none;">XXXXXX XXX XXXX</td> </tr> </table> <p><b>Account Name(s):</b></p> <table style="width: 100%; border: none;"> <tr> <td style="border: none;"></td> <td style="border: none;">Enter Text Here</td> </tr> </table> <p><b>Unencumbered Balance(s) (prior to expenditure):</b></p> <table style="width: 100%; border: none;"> <tr> <td style="border: none;"></td> <td style="border: none;">\$XXX</td> </tr> </table>	FY 20: \$	FY 21: \$	FY22: \$		FY20 \$XXX		XXXXXX XXX XXXX		Enter Text Here		\$XXX
FY 20: \$	FY 21: \$	FY22: \$										
	FY20 \$XXX											
	XXXXXX XXX XXXX											
	Enter Text Here											
	\$XXX											

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

ATTACHMENTS: 1. Ordinance No. 1000; 2. Map of lots proposed for zone change

### RECOMMENDATION MOTION:

Move to approve first reading of Ordinance No. 1000, and move to a second reading with a public hearing to be held May 25, 2021.

### SUMMARY STATEMENT:

The action of the Planning and Zoning Commission is a recommendation to the Assembly. The Commission at their April 29, 2021 Special Meeting recommended moving forward for the Assembly approval of the proposed zone change for seven lots (Proposed Ord. No.1000) and to

add Municipal Facilities and Communication Infrastructure as two new conditional uses (Ord. No. 999).

Seven lots adjacent to the solid waste transfer facility are proposed to be rezoned to Open Space/Public(OS/P) from Holding (H) to reflect the actual municipal uses of these properties for storage or stockpile of materials, gear or equipment. Most all municipal facilities are in the Open Space/Public District, including the adjacent Solid Waste Transfer Facility. The zone change is also necessary in order for a proposed cell tower to be considered before the Planning and Zoning Commission. In the existing Holding District, only sand and gravel extraction or recreation is an allowable use and all other uses require a zone change before building permits are issued.

All uses within OS/P require a public hearing and review before the Planning and Zoning Commission as part of a conditional use permit approval.

The Planning and Zoning Commission made the following findings:

1. **Findings as to need and justification for the proposed change including findings as to the effect which the proposed change would have on the objectives of the comprehensive plan;**

The transfer facility and electrical department use portions of these lots for storage or waste stock pile. Future use of the lots would likely be to support the municipal transfer station activities, thus the change to the proper zone is appropriate. Almost all municipal facilities are zoned OS/P.

*The Comprehensive Plan Policy 32: Designate areas for commercial and industrial development in logical locations to promote economic opportunity and satisfy current and future needs.* One of the Action items specifically says "Identify and designate areas for commercial use and business development, and as needed update zoning". The properties proposed to be rezoned OS/P is because they are currently being used to support Municipal facilities. What triggered the zoning and use review was a new cell tower use which is also not reflected in the current or proposed zone. The Transfer Station is limited in expansion area for services and the adjacent lots are the last for operational use for facilities. The Electrical Department needed space for storage of poles and equipment and more than 20 years ago began use of this property for that purpose.

*Comprehensive Plan Policy 39: Manage Municipal solid waste in an efficient and cost effective manner.* One of the Action Items says: "Analyze options for long term solid waste disposal and prepare a management plan". The Transfer Station is limited in expansion area for services thus these lots are the last available for operational use for facilities.

2. **Findings as to the effect which the proposed change would have on property owners in the area of proposed boundary changes, including changes in traffic flow, population, density, off-street parking, sewer and water services;**



The proposed zone change itself should not affect the existing uses of surrounding properties. The properties are already being used for tire storage and electrical equipment storage. The zone change is reflecting the actual use by the Borough. There is a proposal that will come back to the Planning and Zoning Commission in May for a new cell tower. The proposed OS/P zoning modification considered on this agenda (Ordinance No. 999) will allow the use to be reviewed by the Planning and Zoning Commission .

**Recommendation as to the approval or disapproval of the change.**

Planning and Zoning Commission is recommending approval of the zone change to OS/P zoning district .

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

Wrangell Recording District

Page 1 of 2

CITY AND BOROUGH OF WRANGELL, ALASKA

ORDINANCE NO. 1000

AN ORDINANCE OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA AMENDING THE ZONING MAP TO EFFECT A CHANGE TO LOT 11A, LOT 11B, AND LOT 10A, BLOCK 5, THIRD AVENUE SUBDIVISION AND LOTS 12-15, BLOCK 5, USS 2127 FROM HOLDING TO OPEN SPACE/PUBLIC

SEC. 1. Action. The effect of this ordinance is to finalize a zone change for Lot 11A, Lot 11B and Lot 10A, Block 5, Third Avenue Subdivision and Lots 12-15, Block 5, USS 2127 from Holding to Open Space/Public.

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

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

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

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

PASSED IN SECOND READING: \_.

\_\_\_\_\_  
Stephen Prysunka, Borough Mayor

ATTEST:

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Kim Lane, Borough Clerk

Yes: \_\_\_\_\_

No: \_\_\_\_\_

Absent: \_\_\_\_\_

Abstaining: \_\_\_\_\_



*Item c.*



65



WRANGELL  
GATEWAY TO THE SKYLINE  
FOUNDED AUGUST 1912

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



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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	May 11, 2021
	<u>Agenda Section</u>	<b>13</b>

Approval of Assignment of Lease in the Wrangell Marine Service Center for Mill Dock #1 from Steve Thomassen, dba Crab Alaska, LLC to Alaska Ice Seafoods, Inc. dba Fathom Seafoods

<u>SUBMITTED BY:</u>
Steve Miller, Port & Harbor Director

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

<u>FISCAL NOTE:</u>		
<b>Expenditure Required:</b> \$XXX Total		
FY 20: \$	FY 21: \$	FY22: \$
<b>Amount Budgeted:</b>		
	FY20 \$XXX	
<b>Account Number(s):</b>		
	XXXXXX XXX XXXX	
<b>Account Name(s):</b>		
	Enter Text Here	
<b>Unencumbered Balance(s) (prior to expenditure):</b>		
	\$XXX	

ATTACHMENTS: 1. Request to assign from S. Thomassen; 2. Request to lease from Alaska Ice Seafoods, Inc. dba Fathom Seafoods; 3. Proposed Assignment Lease Agreement; 4. Thomassen Lease and Modifications

### RECOMMENDATION MOTION:

Approval to Assign Wrangell Marine Service Center Mill Dock Lot #1 from Steve Thomassen, dba Crab Alaska, LLC to Alaska Ice Seafoods, Inc. dba Fathom Seafoods.

### SUMMARY STATEMENT:

There are three lease items successively on this agenda. The first is this item, an assignment of lease for Mill Dock Lot 1 from one party to another because of the sale of the business associated with the lease. The second is a modification to the lease of Mill Dock Lot 1. It is a request from the assignee to increase the size of the lease area of Mill Dock Lot 1. The third is a new lease request for Mill Dock Lot 2 from a completely (and legally) separate business, but one that the assignee of Lot 1 is a partner.

Mr. Thomassen sold his business (Crab Alaska, LLC.) to Alaska Ice Seafoods, Inc. dba Fathom Seafoods. Alaska Ice Seafoods, Inc. dba Fathom Seafoods has submitted a letter of intent to lease Mill Dock Lot 1 in the WMSC. Their intention for the leased property is to Purchase, Procure, Pack and Ship Crab, Shrimp, Salmon, Halibut and Bottom fish as well as servicing the local fishing fleet in Wrangell with bait and ice.

This assignment is for the existing lease area with square footage size of approximately 5,140 square feet. The current monthly rental rate is \$411.20, plus tax. This lease is based on rental rate of \$0.08 (8 cents) per square foot. The lease term is through May 1, 2022.

The Administration is in the process of trying to move to a new fee structure for the leases in the Marine Service Center. The appraisal contract the City has right now has been extended to include the fair market appraisal of all the Marine Service Center lease areas. We have also been advised by our insurance agent the Borough needs to review and update insurance requirements for lessees within the Marine Service Center. That is a task coming in the near future. A section has been added to the lease document where the lessee acknowledges upcoming insurance changes and that an associated lease amendment will be required. Some other minor modifications were made to the lease document. They are shown in red.

Administration is recommending approval of this lease assignment with the lease in its current form. When this lease is up for renewal next May, the lease rate will be established based on a new formula established by the Assembly. This will be the case for all Marine Service Center leases. It may end up being a percentage on the fair market, appraised value of the property, the same way, or similarly to how it is now codified for tideland leases.

The Wrangell Municipal Code provisions related to leases in the Marine Service Center is scant at best. See below.

#### 14.07.095

*A. Facility Use Agreement Required. Every user of the Wrangell Marine Service Center, both private vessel owners and business vendors/contractors, using the facility to work on vessels owned by third-parties must be approved and have a written facility use agreement on file with the harbormaster.*

*B. Availability. Lease space is available within the Wrangell Marine Service Center at locations designated or assigned by the harbormaster.*

*C. One Space Limit.*

*1. No person or business who is currently a lease holder within the Wrangell Marine Service Center may be assigned an additional lease space within the Marine Service Center.*

*2. A person or business who holds more than one lease at the date of enactment of the ordinance codified in this section may maintain the additional lease(s).*

*D. Payment. Persons using the Marine Service Center shall be charged according to fee listed in WMC [14.11.005](#).*

A comprehensive code section needs to be developed and adopted related to leases in the Marine Service Center. Administration will provide a timeline in which that will take place.

The Port Commission gave their approval on May 6<sup>th</sup> for the Assignment of the Lease from Mr. Thomassen to Alaska Ice Seafoods, Inc. dba Fathom Seafoods.

**WRANGELL MARINE SERVICE CENTER (WMSC)  
FACILITY LEASE AGREEMENT  
ASSIGNMENT OF LEASE**

By Assignment, this Lease is entered into on \_\_\_\_\_ 2021, by and between the City and Borough of Wrangell (hereinafter “Lessor”), a municipal corporation, and ALASKA ICE SEAFOODS, INC. dba FATHOM SEAFOODS, (hereinafter “Lessee”), a business owner, doing business in the State of Alaska, for purpose of leasing borough-owned land in Wrangell. The parties hereby agree to the following conditions:

**1. DURATION**

This Lease shall be in effect from the date above until the 1st day of May, 2022.

**2. LEASED PROPERTY**

The property subject to this Lease is described as: Mill Dock, Lot #1 (5,140 sq. ft.).

**3. PERMISSIBLE USES**

A. Lessee shall utilize the property only for the purpose of constructing a 40’x60’ steel building as well as installation of an Icehouse/Ice machine. And to Purchase, Process, Pack and Ship Crab, Shrimp, Salmon, Halibut and Bottom fish as well as servicing the local fishing fleet in Wrangell with bait and ice. Accessory uses of the property are allowed if pre-approved in advance in writing by the Borough Assembly and/or Port Commission.

B. Lessee agrees to abide by all Federal, State, and local laws in the operation and maintenance of the permitted commercial activity.

C. The Lessor does not warrant that the property is suitable for the purposes sought. Lessee assumes all risks associated with the location of the leased premises.

**4. CONDITIONS OF LEASING**

A. Lease payments shall be in the amount of \$411.20 plus tax, payable in advance on the 10th day of each month.

B. Lessee shall comply with all rules and yard Best Management Practices as set forth by the Harbor Department or Port Commission.

C. Lessee must sign and agree to fully comply with the WRANGELL MARINE SERVICE CENTER (WMSC) FACILITY USE AGREEMENT.

D. Lessee acknowledges Lessor is in the process of determining new Marine Service Center insurance requirements and the lease will be amended during the current term to comply with new standards.

**5. RENEWAL**

A. The Lease may be renewed at the option of the Lessor upon written request by the Lessee within at least sixty (60) days of the expiration of the current term, provided that the Lessee is current in the payment of all fees, and that the Lessee has been compliant with all yard rules and all provisions of this agreement as determined by the Port Commission.

B. The Lessor retains the right to renegotiate the terms and conditions, including lease payments, of this Lease for each renewal term.



## **6. OPERATION AND MAINTENANCE**

A. Lessee shall at all times provide sufficient personnel to operate and maintain the leased premises. Lessee shall keep and maintain the leased premises in good, clean, safe, and sanitary condition.

B. Items stored on the leased premises must be directly related to the commercial business operating on the property.

C. Lessee shall be responsible for any and all special assessments for public improvements which may be made against the leased premises during the term of this Lease or any option to renew by the Lessee.

D. Lessee shall pay all property taxes owed on the leased premises in accordance with the Wrangell Municipal Code. Lessee shall also collect and remit sales tax in accordance with Wrangell Municipal Code.

E. Lessee shall promptly repair, rebuild, or restore the leased premises, facilities or surrounding property damaged or destroyed by any event whatsoever, with the exception of events caused by the act, error, or omissions of Borough employees, contractors or representatives, or by inherent condition of normal wear and tear.

F. Lessor may, at all reasonable times and without prior notice, enter upon and inspect the leased premises. If the Lessor demonstrates that the Lessee has failed to perform maintenance or repair work required under the Lease, and if the Lessee, after prior notice of the deficiencies, fails to correct the deficiency or to begin corrective action within a reasonable time, the Lessor may enter any part of the Leased premises and perform the necessary work. The Lessee shall reimburse the Lessor for all reasonable expenses incurred by this work.

## **7. INDEMNITY AND INSURANCE**

A. Lessee shall defend, indemnify, and hold harmless the Lessor from any and all claims or actions for injuries or damages sustained by any person or property arising, or in connection with, or incident to the operation of the leased premises.

B. Lessee shall provide adequate liability property and personal injury damage insurance as described below. The insurance shall not contain any exclusion for pollution, environmental impairment, or nuisance. The Lessor shall be listed as an additional insured on this policy. Proof of such insurance shall be provided to the Lessor as a condition of entering into the Lease. Lessee must notify the Lessor thirty (30) days in advance of any cancellation or alteration of such insurance. Failure to maintain insurance as specifically described in this section shall constitute default by Lessee.

C. Lessee shall keep the leased premises insured at Lessee's expense against fire and other risks covered by a standard fire insurance policy with an endorsement for extended coverage. Lessee covenants that it shall maintain at all times and pay the premiums on such policy or policies of casualty insurance to the building and leased premises designated the Lessor as loss payee, said policy to be in such amount and contain such terms as shall be from time to time determined sufficient by the Lessor. Lessee shall furnish the Lessor with a copy of said policy and all amendments or modifications thereto.

### **D. INSURANCE REQUIREMENTS**

**The Lessee shall not commence with use of the City and Borough's facility/land until the Lessee has obtained the insurance required under this contract. All coverage shall be with insurance carriers licensed and admitted to do business in the State of Alaska. All coverage**

shall be with carriers acceptable to the City and Borough of Wrangell. The required lines and limits of insurance are as follows:

1. **General Liability Insurance:** The User shall procure and maintain during the life of this agreement, General Liability Insurance on an “occurrence basis” with limits of liability not less than **\$ 1,000,000** per occurrence and/or aggregate combined single limit, personal injury, bodily injury and property damage.
2. **Motor Vehicle Liability Insurance:** The user shall procure and maintain during the life of this agreement, Motor Vehicle Liability Insurance, including applicable no fault coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit. If the vehicle is a boom truck or is a boom truck combination, the policy must contain **LOAD/UNLOAD** coverage.
3. **Workers Compensation Insurance:** If the facility user has employees, they shall procure and maintain during the life of this agreement, Workers Compensation Insurance, including Employers’ Liability Coverage, in accordance with all applicable statutes of the State of Alaska.
4. **Additional Insured:** General liability insurance and vehicle liability insurance, as described above, shall include an endorsement stating the following shall be an Additional Insured:

The City and Borough of Wrangell, its elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.

This coverage shall be primary to the Additional Insured’s, and not contributing with any other insurance or similar protection available to the Additional Insured’s, whether the other available coverage be primary, contributing or excess.

5. **Cancellation Notice:** General liability insurance and vehicle liability insurance, as described above, shall include an endorsement stating the following: “Sixty” (60) days advance written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: **Steve Miller, Port & Harbor Director**, City and Borough of Wrangell, PO Box 531, Wrangell, AK 99929
6. **Proof of Insurance Coverage:** Prior to commencement of any seafood processing activities at the WMSC, the user shall provide the City and Borough of Wrangell with certificates of insurance and/or policies, acceptable to the City and Borough of Wrangell, for each of the insurance policies described above.

## 8. ENVIRONMENTAL INDEMNITY

A. Lessee acknowledges and agrees that environmental contamination may exist on or adjacent to the leased premises. Lessor has not made, and Lessee has not relied on, any representations as to the presence, absence, nature, or extent of any such environmental contamination by Lessor. Lessee hereby expressly assumes the risk that any such environmental contamination may cause loss of or damage to Lessee's real and personal property and improvements and may render the leased premises unfit for Lessee's purposes.

B. Lessee shall use, store, handle, and deal with all Environmental Substances (as defined below) in compliance with all Environmental Laws (as defined below). Lessee shall take prompt and responsible action to correct any noncompliance reported by Lessee or alleged by DEC or EPA with any requirements of any Environmental Law or any contamination or pollution caused

by a release (as defined below) of an Environmental Substance. Lessee shall obtain all necessary permits, licenses, and other authorizations issued pursuant to Environmental Laws required for Lessee to own or operate the leased premises. Operation of the leased premises shall be in compliance with any terms and/or conditions of such permits, license, and other authorizations. "Environmental Laws" means all federal, State, or local laws, statutes, ordinance, codes, rules, regulations, orders, decrees, and directives imposing liability or standards of conduct for or relating to the protection of health, safety, or the environment. "Environmental Substances" include without limitation any substance, material, waste, pollutants, contaminant or chemical, regardless of how it is referred to or defined, that is regulated in, or pursuant to, any Environmental Laws. "Release" includes an actual or potential discharge, deposit, spill, leak, pumping, pouring, emission, emptying, injection, escape, leaching, seepage, or disposal which is or may be in breach of any Environmental Law, regardless of cause. "Lessee" includes Lessee, any subsidiaries of the Lessee, any partnership or joint ventures involving the Lessee, Lessee's agents, representatives, employees, invitees, or contractors or any agents, representatives, employees, invitees, or contractors of Lessee's subsidiaries, partnerships, or joint ventures.

C. Lessee acknowledges and agrees that the creation, use, handling, storage, release, and disposal of waste, garbage, pollutants, and toxic or hazardous substances, and the investigation, remediation, and clean-up of environmental contamination, are governed by a wide variety of Environmental Laws. Lessee shall comply with all Environmental Laws and exercise the highest degree of care in the use, handling, and storage of hazardous substances and Environmental Substances and shall take all practicable measures to minimize the quantity and toxicity of hazardous substances and Environmental Substances used, handled, or stored on the leased premises.

D. Lessee shall defend, indemnify, and hold harmless Lessor from and against all claims, including nuisance described in 9 of this Lease, liabilities, suits, obligations, fines, judgments and penalties (and any other expenses, including attorneys' fees and other costs of litigation, raised, sought, or imposed by third parties in connection with Lessee's violation of any Environmental Laws or in connection with Lessee's creation, use, handling, storage, release, or disposal of any waste, garbage, pollutants, or toxic or hazardous substances (regardless of whether such creation, use, handling, storage, release, or disposal violated an Environmental Law) on the leased premises or in connection with Lessee's use of the leased premises or by any persons or entity associated with the Lessee as outlined in paragraph 8.B above.

E. Nothing in this Lease alters any obligation Lessor or Lessee may have to investigate, remediate, or clean up any environmental contamination that may exist on the leased premises.

## **9. WASTE AND NUISANCE PROHIBITED**

During the term of this Lease, Lessee shall comply with all federal, State, and local laws affecting the leased premises, the breach of which might result in any penalty on Lessor or forfeiture of Lessor's title to the leased premises. Lessee shall not commit, or suffer to be committed, any waste on the leased premises, or any nuisance. Lessee shall not operate the leased premises in any manner which might constitute a nuisance.

## **10. ABANDONMENT OF LEASED PREMISES**

Lessee shall not vacate or abandon the leased premises at any time during the term of this Lease. If Lessee shall abandon, vacate, or surrender the leased premises, or be dispossessed by process of law or otherwise, any personal property belonging to Lessee and left on the leased premises shall be deemed to be abandoned, and at the option of the Lessor, the personal property shall become the property of the Lessor, except such property as may be encumbered to the Lessor. Lessee agrees to defend, indemnify, and hold harmless the Lessor for any harm, damage, or injury to person or property, alleged to arise out of the actions of the Lessee in vacating or abandoning the leased premises, and as to any harm, damage, or injury to person or property arising out of the condition of the property at the time of vacating or abandoning the leased premises.

## **11. LIENS**

Except with respect to activities for which Lessor is responsible, Lessee shall pay all claims for work done on and for services rendered or material furnished to the leased premises, and shall keep the leased premises free from any liens. If Lessee fails to pay such claims or to discharge any lien, the Lessor may do so and collect the cost as additional rent. Any amount so added shall bear interest at the highest legal rate as allowed by law from the date of payment by the Lessor. Any amount paid by the Lessor on behalf of the Lessee shall be payable on demand. Such action by the Lessor shall not constitute a waiver of any right or remedy which the Lessor may have on account of Lessee's default.

## **12. LESSOR'S RIGHTS UNDER THIS LEASE**

A. The Lessor may sue periodically to recover damages during the period corresponding to the remainder of the Lease term, and no action for damages shall bar a later action for damages subsequently accruing.

B. If Lessee fails to perform any obligation under this Lease, the Lessor shall have the option to do so after twenty (20) days written notice to Lessee. All of the Lessor's expenditures to correct the default shall be reimbursed by Lessee on demand with interest at the highest legal rate of interest allowed by law from the date of payment by the Lessor. Such action by the Lessor shall not waive any other remedies available to the Lessor because of the default.

C. All remedies in this Lease shall be in addition to and shall not exclude any other remedy available to the Lessor under any applicable law.

D.

## **13. GOVERNING LAW**

The laws of the State of Alaska shall govern the construction and interpretation of this Lease. 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 this Lease. The parties agree that trial of any action filed shall be in Wrangell, Alaska.

## **14. DEFAULT**

If the Lessor determines that the provisions of the Lease are not being met and attempts to resolve the dispute in a reasonable manner are unsuccessful, written notice shall be given to the Lessee stating the nature of the deficiency and the necessary corrective action. Lessee shall either take immediate corrective action or respond to the Lessor within ten (10) calendar days stating the reason for the noncompliance and a schedule for compliance. If the Lessor determines that this

response is unacceptable, the Lessor shall give Lessee written notice of default and the Lease is terminated. Lessee shall have a reasonable amount of time to remove all personal property. If the personal property is not removed within the time stated in the notice of default, the Lessor may take possession of the property.

#### **15. TERMINATION**

Each party shall have the right to terminate this Lease upon providing written notice of the intent to terminate sixty (60) days prior to the date of termination.

#### **16. NOTICE**

All notices and requests concerning this lease shall be in writing and addressed as follows:

Lessee: ALASKA ICE SEAFOODS, INC. dba FATHOM SEAFOODS  
DUSTIN PHILLIPS (WRANGELL AGENT)  
1690 Marine View Drive BLDG C  
Tacoma, WA 98422-4103

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

#### **17. MISCELLANEOUS**

A. This lease cannot be assigned without prior written consent of **Lessor and** the other party.

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

C. If any term of this lease is held to be invalid, void or unenforceable by a court of competent jurisdiction, the remaining provisions of the lease shall be valid and binding upon the parties.

D. The provisions of this lease are and will be for the benefit of the Lessor and Lessee only and are not for the benefit of any third party, no third party shall have the right to enforce the provisions of this lease.

**The Lessee acknowledges that the Lessee has read and understands the terms of this lease and has had the opportunity to review this lease with counsel of his/her choice and is executing this lease of his/her own free will.**

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by the duly authorized representative(s) signing below.

Date: \_\_\_\_\_, 2021

**City and Borough of Wrangell, Alaska**  
**Lessor**

By:

By:

\_\_\_\_\_  
Stephen Prysunka  
Borough Mayor

\_\_\_\_\_  
Lisa Von Bargaen  
Borough Manager

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021, by **Stephen Prysunka & Lisa Von Bargaen**, Borough Mayor & Borough Manager, respectively, of the City and Borough of Wrangell, Alaska, an Alaska home rule municipal corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public for Alaska  
Commission expires: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_

**ALASKA ICE SEAFOODS, INC. dba**  
**FATHOM SEAFOODS, LLC**

**Lessee**

By \_\_\_\_\_  
Dustin Phillips, Wrangell Agent  
\_\_\_\_\_  
Title

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021 by **Dustin Phillips (Wrangell Agent).**

\_\_\_\_\_  
Notary Public for Alaska  
Commission expires: \_\_\_\_\_



To: Harbor Master Steve Miller

My business, Crab Alaska LLC (formerly Alaska Special Sea Seafoods) has leased Lot 1 Mill Dock in Wrangell since August 09, 2012.

We have entered into a Letter of Intent with Alaska Ice Seafoods, Inc. dba Fathom Seafoods (Buyer) to sell the assets of our business. We hope to be able to complete this sale by May 26, 2021. Buyer has requested confirmation that City and Borough of Wrangell, Alaska approve the assignment of the Facility Lease Agreement to Buyer on the date this sale is consummated. If the sale is not consummated, the Facility Lease Agreement will not be assigned to Buyer. In order to proceed with this sale of our business assets, we need assurance that this lease assignment can occur on the closing date of the sale of our business assets.

I look forward to your approval of this request.

Thank you

Steve Thomassen, Jr.

A handwritten signature in blue ink, appearing to read "Steve Thomassen, Jr.", with a long, sweeping horizontal stroke extending to the right.

4-30-2021

# Letter of Interest / Intent to Lease

**City of Wrangell, Port Commission Members/Borough Assembly Members.**

To whom it may concern:

This letter to express interest/intent on leasing property that is currently being leased by Steve Thomassen at Lot #1 of The Old Mill Dock. The intentions for the leased property would be to; Purchase, Procure, Pack and Ship Crab, Shrimp, Salmon, Halibut and Bottom fish as well as servicing the local fishing fleet in Wrangell with bait and ice. We also be submitting a request to modify said lease in a separate document.

Please feel free to contact me by phone or email with any questions or concerns.

Thank you for your time and consideration of this request,

**Alaska Ice Seafoods, Inc. dba Fathom Seafoods**

**Solomon Fowler**  
**253-777-5889**  
[solomon@alaskaiceseafoods.com](mailto:solomon@alaskaiceseafoods.com)

**Wrangell Agent: Dustin Phillips**  
**PO Box 1004**  
**911 Evergreen Ave.**  
**Wrangell, AK 99929**  
**Ph.# (907)-723-0565**  
[Dphillips0565@gmail.com](mailto:Dphillips0565@gmail.com)

Second Modification to the Facility Lease Agreement  
in the Wrangell Marine Service Center (WMSC)  
for Mill Dock Lot 1

This **second** modification to change the name of the Facility Lease Agreement is made and entered into as of July 28, 2020 by and among:

Crab Alaska, LLC (previously Alaska Special Sea Seafood), P.O. Box 424, Wrangell Alaska 99929.

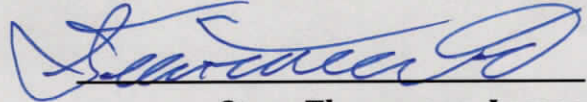
Now therefore, both parties agree as follows:

*First Modification (1-19-2018)*

- A. Alaska Special Sea Seafood's entered into an original WMSC Facility Lease Agreement dated May 1, 2020 with the City and Borough of Wrangell as follows: Mill Dock Lot 1 - originally 50' x 80' (4000 square feet); and
- B. On January 19, 2018, modification 1 changed section 1, Duration, of the original agreement and changed Section 2, Leased Property, by granting additional square footage. Both amendments are as follows and are reflected in the original agreement:
  - a. Section 1, Duration: This lease shall be in effect for an additional five years, more specifically, from the date shown above until the 1<sup>st</sup> day of May 2020.
  - b. Section 2, Leased Property: The property subject to this Lease is described as: Mill Dock, Lot 1, from 50' x 80' (4000 square feet) to 5,140 square feet. The monthly lease amount will increase from \$360.00 per month + tax to \$411.20 per month + tax.

*Second Modification <sup>August 11, 2020</sup> ~~(July 28, 2020)~~*

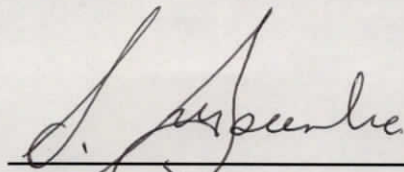
- C. The City and Borough of Wrangell received notification from Mr. Thomassen that Alaska Special Sea Seafood's had changed their name to Crab Alaska, LLC as of June 23, 2020; and
- D. Upon execution, this second amendment will become an attachment to the original agreement, dated May 1, 2012.



Steve Thomassen, Lessee

8-17-2020

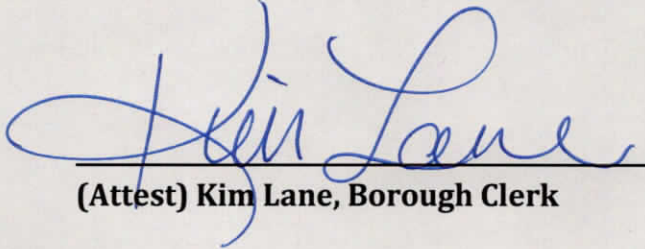
Date



**Stephen Prysunka, Mayor**

August 11, 2020

**Date**



**(Attest) Kim Lane, Borough Clerk**



**First Modification to the Facility Lease Agreement  
to Wrangell Marine Service Center (WMSC)  
Facility Lease Agreement**

This **first** modification to extend the duration and modify the square footage of the Facility Lease Agreement is made and entered into as of January 19th, 2018 by and among:

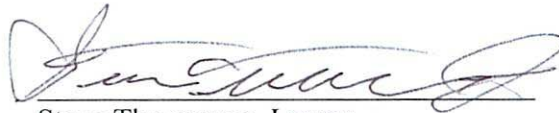
Steve Thomassen, Jr., dba Alaska Special Sea Seafoods, P.O. Box 468, Wrangell, Alaska 99929, and the City and Borough of Wrangell, Alaska, P.O. Box 531, Wrangell, Alaska 99929.

Now therefore, both parties agree as follows:

- A. Steve Thomassen, Jr. entered into an original WMSC Facility Lease Agreement dated May 1, 2012 with the City and Borough of Wrangell as follows: Mill Dock Lot 1 – originally 50' x 80' = 4000 square feet;
- B. **This amendment changes section 1, Duration, of the original agreement and changes Section 2, Leased Property by granting additional square footage. Both amendments are as follows and are reflected in the original agreement:**

**Section 1, Duration:** This lease shall be in effect for an additional five years, more specifically, from the date shown above until the 1<sup>st</sup> day of May, 2022.

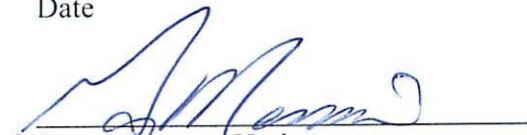
**Section 2, Leased Property:** The property subject to this Lease is described as: Mill Dock, Lot 1, from 50' x 80' = 4,000 square feet (\$360.00 per month), to 5,140 square feet (\$411.20 per month).



Steve Thomassen, Lessee

1-17-18

Date



Greg Meissner, Harbormaster  
City and Borough of Wrangell

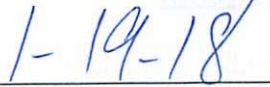
1-17-18

Date

Attest:

  
Kim Lane, MMC, Borough Clerk

Date:





**WRANGELL MARINE SERVICE CENTER (WMSC)  
FACILITY LEASE AGREEMENT**

This Lease is entered into on the 1 day of May, 2017, by and between the City and Borough of Wrangell (hereinafter "Lessor"), a municipal corporation, and Steve Thomassen, Jr., dba Alaska Special Sea Seafoods (hereinafter "Lessee"), a business owner, doing business in the State of Alaska, for purpose of leasing borough-owned land in Wrangell. The parties hereby agree to the following conditions:

**1. DURATION**

This Lease shall be in effect for a five year term, more specifically, from the date above until the 1 day of May, 2017.

**2. LEASED PROPERTY**

The property subject to this Lease is described as: Mill Dock, Lot 1, 50' x 80'

**3. PERMISSIBLE USES**

A. Lessee shall utilize the property only for the purpose of conducting a seafood processing business. Accessory uses of the property are allowed if pre-approved in advance in writing by the Borough Assembly and/or Port Commission.

B. Lessee agrees to abide by all Federal, State, and local laws in the operation and maintenance of the permitted commercial activity.

C. The Lessor does not warrant that the property is suitable for the purposes sought. Lessee assumes all risks associated with the location of the leased premises.

**4. CONDITIONS OF LEASING**

A. Lease payments shall be in the amount of \$320.00, payable in advance on the 10th day of each month.

B. Lessee shall comply with all rules and yard Best Management Practices as set forth by the Harbor Department or Port Commission.

C. Lessee must sign and agree to fully comply with the WRANGELL MARINE SERVICE CENTER (WMSC) FACILITY USE AGREEMENT.

**5. RENEWAL**

A. The Lease may be renewed at the option of the Lessor upon written request by the Lessee within at least sixty (60) days of the expiration of the current term, provided that the Lessee is current in the payment of all fees, and that the Lessee has been compliant with all yard rules and all provisions of this agreement as determined by the Port Commission.

B. The terms and conditions of this Lease for each renewal term shall be identical with the original term except for the lease payment.

**6. OPERATION AND MAINTENANCE**

A. Lessee shall at all times provide sufficient personnel to operate and maintain the leased premises. Lessee shall keep and maintain the leased premises in good, clean, safe, and sanitary condition.

B. Items stored on the leased premises must be directly related to the commercial business operating on the property.

C. Lessee shall be responsible for any and all special assessments for public improvements which may be made against the leased premises during the term of this Lease or any option to renew by the Lessee.

D. Lessee shall pay all property taxes owed on the leased premises in accordance with the Wrangell Municipal Code. Lessee shall also collect and remit sales tax in accordance with Wrangell Municipal Code.

E. Lessee shall promptly repair, rebuild, or restore the leased premises, facilities or surrounding property damaged or destroyed by any event whatsoever, with the exception of events caused by the act, error, or omissions of Borough employees, contractors or representatives, or by inherent condition of normal wear and tear.

F. Lessor may, at all reasonable times and without prior notice, enter upon and inspect the leased premises. If the Lessor demonstrates that the Lessee has failed to perform maintenance or repair work required under the Lease, and if the Lessee, after prior notice of the deficiencies, fails to correct the deficiency or to begin corrective action within a reasonable time, the Lessor may enter any part of the Leased premises and perform the necessary work. The Lessee shall reimburse the Lessor for all reasonable expenses incurred by this work.

## **7. INDEMNITY AND INSURANCE**

A. Lessee shall defend, indemnify, and hold harmless the Lessor from any and all claims or actions for injuries or damages sustained by any person or property arising, or in connection with, or incident to the operation of the leased premises.

B. Lessee shall provide adequate liability property and personal injury damage insurance as described below. The insurance shall not contain any exclusions for pollution, environmental impairment, or nuisance. The Lessor shall be listed as an additional insured on this policy. Proof of such insurance shall be provided to the Lessor as a condition of entering into the Lease. Lessee must notify the Lessor thirty (30) days in advance of any cancellation or alteration of such insurance. Failure to maintain insurance as specifically described in this section shall constitute default by Lessee.

C. Lessee shall keep the leased premises insured at Lessee's expense against fire and other risks covered by a standard fire insurance policy with an endorsement for extended coverage. Lessee covenants that it shall maintain at all times and pay the premiums on such policy or policies of casualty insurance to the building and leased premises designated the Lessor as loss payee, said policy to be in such amount and contain such terms as shall be from time to time determined sufficient by the Lessor. Lessee shall furnish the Lessor with a copy of said policy and all amendments or modifications thereto.

### **D. INSURANCE REQUIREMENTS**

**The Lessee shall not commence with use of the City and Borough's facility/land until the Lessee has obtained the insurance required under this contract. All coverage shall be with insurance carriers licensed and admitted to do business in the State of Alaska. All coverage shall be with carriers acceptable to the City and Borough of Wrangell. The required lines and limits of insurance are as follows:**

1. **General Liability Insurance:** The User shall procure and maintain during the life of this agreement, General Liability Insurance on an "occurrence basis" with limits of liability not less than \$ 1,000,000 per occurrence and/or aggregate combined single limit, personal injury, bodily injury and property damage.
2. **Motor Vehicle Liability Insurance:** The user shall procure and maintain during the life of this agreement, Motor Vehicle Liability Insurance, including applicable no fault coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit. If the vehicle is a boom truck or is a boom truck combination, the policy must contain **LOAD/UNLOAD** coverage.

3. **Workers Compensation Insurance:** If the facility user has employees, they shall procure and maintain during the life of this agreement, Workers Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Alaska.
4. **Additional Insured:** General liability insurance and vehicle liability insurance, as described above, shall include an endorsement stating the following shall be an Additional Insured:

The City and Borough of Wrangell, its elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.

This coverage shall be primary to the Additional Insured's, and not contributing with any other insurance or similar protection available to the Additional Insured's, whether the other available coverage be primary, contributing or excess.

5. **Cancellation Notice:** General liability insurance and vehicle liability insurance, as described above, shall include an endorsement stating the following: "Sixty" (60) days advance written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: Greg Meissner, Harbormaster, City and Borough of Wrangell, PO Box 531, Wrangell, AK 99929
6. **Proof of Insurance Coverage:** Prior to commencement of any seafood processing activities at the WMSC, the user shall provide the City and Borough of Wrangell with certificates of insurance and/or policies, acceptable to the City and Borough of Wrangell, for each of the insurance policies described above.

## 8. ENVIRONMENTAL INDEMNITY

A. Lessee acknowledges and agrees that environmental contamination may exist on or adjacent to the leased premises. Lessor has not made, and Lessee has not relied on, any representations as to the presence, absence, nature, or extent of any such environmental contamination by Lessor. Lessee hereby expressly assumes the risk that any such environmental contamination may cause loss of or damage to Lessee's real and personal property and improvements and may render the leased premises unfit for Lessee's purposes.

B. Lessee shall use, store, handle, and deal with all Environmental Substances (as defined below) in compliance with all Environmental Laws (as defined below). Lessee shall take prompt and responsible action to correct any noncompliance reported by Lessee or alleged by DEC or EPA with any requirements of any Environmental Law or any contamination or pollution caused by a release (as defined below) of an Environmental Substance. Lessee shall obtain all necessary permits, licenses, and other authorizations issued pursuant to Environmental Laws required for Lessee to own or operate the leased premises. Operation of the leased premises shall be in compliance with any terms and/or conditions of such permits, license, and other authorizations. "Environmental Laws" means all federal, State, or local laws, statutes, ordinance, codes, rules, regulations, orders, decrees, and directives imposing liability or standards of conduct for or relating to the protection of health, safety, or the environment. "Environmental Substances" include without limitation any substance, material, waste, pollutants, contaminant or chemical, regardless of how it is referred to or defined, that is regulated in, or pursuant to, any Environmental Laws. "Release" includes an actual or potential

discharge, deposit, spill, leak, pumping, pouring, emission, emptying, injection, escape, leaching, seepage, or disposal which is or may be in breach of any Environmental Law, regardless of cause. "Lessee" includes Lessee, any subsidiaries of the Lessee, any partnership or joint ventures involving the Lessee, Lessee's agents, representatives, employees, invitees, or contractors or any agents, representatives, employees, invitees, or contractors of Lessee's subsidiaries, partnerships, or joint ventures.

C. Lessee acknowledges and agrees that the creation, use, handling, storage, release, and disposal of waste, garbage, pollutants, and toxic or hazardous substances, and the investigation, remediation, and clean-up of environmental contamination, are governed by a wide variety of Environmental Laws. Lessee shall comply with all Environmental Laws and exercise the highest degree of care in the use, handling, and storage of hazardous substances and Environmental Substances and shall take all practicable measures to minimize the quantity and toxicity of hazardous substances and Environmental Substances used, handled, or stored on the leased premises.

D. Lessee shall defend, indemnify, and hold harmless Lessor from and against all claims, including nuisance described in 9 of this Lease, liabilities, suits, obligations, fines, judgments and penalties (and any other expenses, including attorneys' fees and other costs of litigation, raised, sought, or imposed by third parties in connection with Lessee's violation of any Environmental Laws or in connection with Lessee's creation, use, handling, storage, release, or disposal of any waste, garbage, pollutants, or toxic or hazardous substances (regardless of whether such creation, use, handling, storage, release, or disposal violated an Environmental Law) on the leased premises or in connection with Lessee's use of the leased premises or by any persons or entity associated with the Lessee as outlined in paragraph 8.B above.

E. Nothing in this Lease alters any obligation Lessor or Lessee may have to investigate, remediate, or clean up any environmental contamination that may exist on the leased premises.

## **9. WASTE AND NUISANCE PROHIBITED**

During the term of this Lease, Lessee shall comply with all federal, State, and local laws affecting the leased premises, the breach of which might result in any penalty on Lessor or forfeiture of Lessor's title to the leased premises. Lessee shall not commit, or suffer to be committed, any waste on the leased premises, or any nuisance. Lessee shall not operate the leased premises in any manner which might constitute a nuisance.

## **10. ABANDONMENT OF LEASED PREMISES**

Lessee shall not vacate or abandon the leased premises at any time during the term of this Lease. If Lessee shall abandon, vacate, or surrender the leased premises, or be dispossessed by process of law or otherwise, any personal property belonging to Lessee and left on the leased premises shall be deemed to be abandoned, and at the option of the Lessor, the personal property shall become the property of the Lessor, except such property as may be encumbered to the Lessor. Lessee agrees to defend, indemnify, and hold harmless the Lessor for any harm, damage, or injury to person or property, alleged to arise out of the actions of the Lessee in vacating or abandoning the leased premises, and as to any harm, damage, or injury to person or property arising out of the condition of the property at the time of vacating or abandoning the leased premises.

## **11. LIENS**

Except with respect to activities for which Lessor is responsible, Lessee shall pay all claims for work done on and for services rendered or material furnished to the leased premises,

and shall keep the leased premises free from any liens. If Lessee fails to pay such claims or to discharge any lien, the Lessor may do so and collect the cost as additional rent. Any amount so added shall bear interest at the highest legal rate as allowed by law from the date of payment by the Lessor. Any amount paid by the Lessor on behalf of the Lessee shall be payable on demand. Such action by the Lessor shall not constitute a waiver of any right or remedy which the Lessor may have on account of Lessee's default.

## **12. LESSOR'S RIGHTS UNDER THIS LEASE**

A. The Lessor may sue periodically to recover damages during the period corresponding to the remainder of the Lease term, and no action for damages shall bar a later action for damages subsequently accruing.

B. If Lessee fails to perform any obligation under this Lease, the Lessor shall have the option to do so after twenty (20) days written notice to Lessee. All of the Lessor's expenditures to correct the default shall be reimbursed by Lessee on demand with interest at the highest legal rate of interest allowed by law from the date of payment by the Lessor. Such action by the Lessor shall not waive any other remedies available to the Lessor because of the default.

C. All remedies in this Lease shall be in addition to and shall not exclude any other remedy available to the Lessor under any applicable law.

## **13. GOVERNING LAW**

The laws of the State of Alaska shall govern the construction and interpretation of this Lease. 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 this Lease. The parties agree that trial of any action filed shall be in Wrangell, Alaska.

## **14. DEFAULT**

If the Lessor determines that the provisions of the Lease are not being met and attempts to resolve the dispute in a reasonable manner are unsuccessful, written notice shall be given to the Lessee stating the nature of the deficiency and the necessary corrective action. Lessee shall either take immediate corrective action or respond to the Lessor within ten (10) calendar days stating the reason for the noncompliance and a schedule for compliance. If the Lessor determines that this response is unacceptable, the Lessor shall give Lessee written notice of default and the Lease is terminated. Lessee shall have a reasonable amount of time to remove all personal property. If the personal property is not removed within the time stated in the notice of default, the Lessor may take possession of the property.

## **15. TERMINATION**

Each party shall have the right to terminate this Lease upon providing written notice of the intent to terminate sixty (60) days prior to the date of termination.

## **16. NOTICE**

All notices and requests concerning this lease shall be in writing and addressed as follows:

Lessee: Steve Thomassen, Jr.  
 Dba Alaska Special Sea Seafoods  
 P.O. Box 468, Wrangell, AK 99929

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



# 17. MISCELLANEOUS

- A. This lease cannot be assigned without prior written consent of the other party.
- B. The failure of either party at any time to enforce a provision of this lease shall in no way constitute a waiver of the provision, nor in any way affect the validity of the lease or any part of the lease, or any right of the party thereafter to enforce each and every provision hereof.
- C. If any term of this lease is held to be invalid, void or unenforceable by a court of competent jurisdiction, the remaining provisions of the lease shall be valid and binding upon the parties.
- D. The provisions of this lease are and will be for the benefit of the Lessor and Lessee only and are not for the benefit of any third party, no third party shall have the right to enforce the provisions of this lease.

The Lessee acknowledges that the Lessee has read and understands the terms of this lease and has had the opportunity to review this lease with counsel of his/her choice, and is executing this lease of his/her own free will.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by the duly authorized representative(s) signing below.

Date: August 9, 2012

City and Borough of Wrangell, Alaska  
Lessor

Attest:

Kim Flores  
Kim Flores  
Borough Clerk

By Timothy D. Rooney  
Timothy D. Rooney  
Borough Manager

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of August, 2012, by **Timothy D. Rooney** and **Kim Flores**, Borough Manager and Borough Clerk, respectively, of the City and Borough of Wrangell, Alaska, an Alaska home rule municipal corporation, on behalf of the corporation.

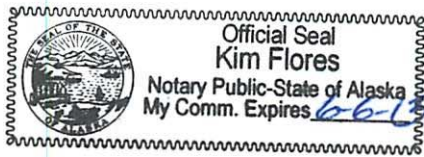


Carol Bean  
Notary Public for Alaska  
Commission expires: 3/23/2014

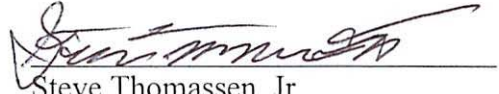
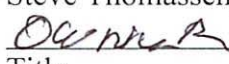
Date: August 9, 2012



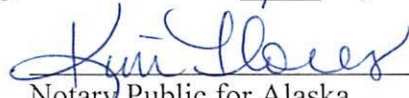
Steve Thomassen, Jr.  
Dba Alaska Special Sea Seafoods  
Lessee



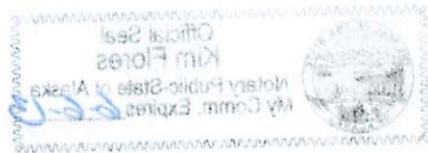
By

  
Steve Thomassen, Jr.  
  
Title

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of August, 2012,  
by Steve Thomassen, Jr.

  
Notary Public for Alaska  
Commission expires: 6-6-2013

Notary Public for Alaska  
My Comm. Expires 12/31/2011  
[Signature]  
[Signature]



Notary Public for Alaska  
My Comm. Expires 12/31/2011  
[Signature]  
[Signature]

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	May 11, 2021
	<u>Agenda Section</u>	<b>13</b>

Approval of First Modification to Assigned Lease of Mill Dock Lot 1 in the Wrangell Marine Service Center to Modify the Lot Size Square Footage from 5,140 to 7,460, and to Increase the Monthly Lease Amount from \$411.20 to \$596.80 Plus Tax, requested by Alaska Ice Seafoods, Inc. dba Fathom Seafoods

**SUBMITTED BY:**

Steve Miller, Port & Harbor Director

**FISCAL NOTE:**

**Expenditure Required:** \$XXX Total

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

	FY20 \$XXX
--	------------

**Account Number(s):**

	XXXXXX XXX XXXX
--	-----------------

**Account Name(s):**

	Enter Text Here
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**Unencumbered Balance(s) (prior to expenditure):**

	\$XXX
--	-------

**Reviews/Approvals/Recommendations**

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

**ATTACHMENTS:** 1. Request from ALASKA ICE SEAFOODS, INC. dba FATHOM SEAFOODS  
2. Modification 1

**RECOMMENDATION MOTION:**

Approval of First Modification to Assigned Lease of Mill Dock Lot 1 in the Wrangell Marine Service Center to modify the lot size square footage from 5,140 to 7,460, and to increase the monthly lease amount from \$411.20 to \$596.80 plus tax, requested by Alaska Ice Seafoods, Inc. dba Fathom Seafoods.

**SUMMARY STATEMENT:**

This is the second of a trio of related Marine Service Center lease items on the agenda. The previous item was an assignment of lease for Mill Dock Lot 1 from Steve Thomassen to Fathom Seafoods. Provided the assignment was approved, this is a request from the new lessee (assignee), Fathom Seafoods to increase the size of the lease area from 5,140 ft<sup>2</sup> to 7,460 ft<sup>2</sup>.

The original intention of Mr. Thomassen was to expand the square footage to allow for the expansion of his business. Since Mr. Thomassen has sold his business to Fathom Seafoods, they are requesting the modification to expand the square footage so that they may expand the business in the near future.

Currently, this lease is based on \$0.08 (8 cents) per square foot. The monthly rental rate will increase from \$411.20 to \$596.80. All other terms and conditions of the assigned lease remain in full force and effect with this modification.

On May 6<sup>th</sup>, the Port Commission approved a recommendation to extend this lease area.

.

**First Modification to the Facility Assigned Lease Agreement**  
**in the Wrangell Marine Service Center (WMSC)**  
**for Mill Dock Lot 1**

This **first** modification to increase the square foot area of the Facility Assigned Lease Agreement is made and entered into as of \_\_\_\_\_, 2021 by and among:

ALASKA ICE SEAFOODS, INC. dba FATHOM SEAFOODS, 1690 MARINE VIEW DRIVE  
 BLDG C, TACOMA, WA 98422-4103.

Now therefore, both parties agree as follows:

***First Modification: \_\_\_\_\_, 2021***

- A. On \_\_\_\_\_, 2021, Modification 1 changed: i) Section 2, Leased Property, by granting additional square footage; and ii) Section 4 (A) by increasing the monthly rental rate. The amendment is as follows and by reference becomes incorporated into the original Assigned Lease Agreement.
- a. Section 2, Leased Property: The property subject to this Lease is described as: Mill Dock, Lot 1, from approximately 51' x 100' (5,140 square feet) to an include an **additional** 2,320 (total 7,460 square feet).
  - b. Section 4 (A): Lease payments shall increase from \$411.20 to \$596.80 per month plus tax, payable in advance on the 10<sup>th</sup> day of each month.

\_\_\_\_\_  
**Fathom Seafoods, Lessee**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Stephen Prysunka, Mayor**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**(Attest) Kim Lane, Borough Clerk**

ADDITIONAL SPACE  
NEEDED FOR

- 40 X 58

52 X 100



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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	May 11, 2021
	<u>Agenda Section</u>	<b>13</b>

Approval to Lease Mill Dock, Lot 2 in the Wrangell Marine Service Center to Dustin Phillips, dba Sumner Strait Seafoods

SUBMITTED BY:

Steve Miller, Port & Harbor Director

FISCAL NOTE:

**Expenditure Required:** \$XXX Total

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

	FY20 \$XXX
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**Account Number(s):**

	XXXXX XXX XXXX
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**Account Name(s):**

	Enter Text Here
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**Unencumbered Balance(s) (prior to expenditure):**

	\$XXX
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Reviews/Approvals/Recommendations

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

ATTACHMENTS: 1. Request to lease; 2. Diagram of project; 3. Lease Agreement

### RECOMMENDATION MOTION:

Approval to move forward with the Lease of Mill Dock, Lot 2 in the Wrangell Marine Service Center to Dustin Phillips, and to move the request to the Borough Assembly for Approval, once the requirements of leasing borough property have been met.

### SUMMARY STATEMENT:

This item is the third in the trio of Marine Service Center lease items on this agenda. This is a request for a new Lease. Mr. Phillips has requested to lease Mill Dock, Lot 2 in the WMSC to construct a 40'x60' steel building as well as install an Icehouse/Ice Machine. The purpose is to purchase, process, pack and ship Crab, Shrimp, Salmon, Halibut and Bottom Fish and to service the local fishing fleet in Wrangell with bait and ice.

Mr. Phillips submitted a layout of the proposed project. Additionally, Mr. Phillips has addressed the required information in his letter of intent to lease.

The Port Commission, at their last Regular meeting on May 6th, approved moving forward with the Lease to Mr. Phillips.

Additionally, the notice of intent to lease was published in the local newspaper for 2 weeks and published at the Post Office, City Hall and the City's Facebook and Website for 3 weeks, as required.

In conformance with Wrangell Municipal Code, below are the requirements to leasing City Property, along with Mr. Phillips responses:

1. *A description of the proposed use for the tidelands, submerged land, and adjacent uplands.*

Construction of a 40 x 60 building and an ice facility. To be able to pack live crab fresh troll salmon fresh halibut etc. As well as support the local Wrangell fleet with ice and bait.

2. *The dates by which construction will begin and will be completed*

Construction date will begin as soon as the lease is available. Estimated finish time in construction would be June 12th.

3. *The estimated cost of the improvements that will be placed on the tidelands, submerged lands, and adjacent uplands.*

Estimated cost of this project is \$550,000.

4. A description of the effects that the proposed use of the tidelands, submerged lands, and adjacent uplands will have on public streets, public facilities, public services, public utilities, traffic, and parking. The description shall include a plan for mitigating adverse effects on streets, public facilities, public services, public utilities, traffic congestion, and parking, and a plan for paying the costs thereof.

I do not foresee any adverse effects on any of the public facilities, city streets and or boat yard.

The term of this lease will be for five years from the date of the Agreement. The lease area is 2,440 ft<sup>2</sup>. Lease payments for this lot are also based on \$0.08 (8 cents) per ft<sup>2</sup>. This equals a monthly lease payment of \$195.20 plus tax. As was stated in a previous agenda statement, the Borough is having the Marine Service Center lots appraised. When those fair market values are determined, this lease rental rate will need to be modified. Language regarding this has been added to the Lease Agreement. It is shown in red. Previously discussed language regarding insurance changes has also been added.

## WRANGELL MARINE SERVICE CENTER (WMSC) FACILITY LEASE AGREEMENT

This Lease is entered into on the \_\_\_\_\_ 2021, by and between the City and Borough of Wrangell (hereinafter “Lessor”), a municipal corporation, and Dustin Phillips, dba Sumner Strait Seafoods (hereinafter “Lessee”), a business owner, doing business in the State of Alaska, for purpose of leasing borough-owned land in Wrangell. The parties hereby agree to the following conditions:

### 1. DURATION

This Lease shall be in effect for a five-year term, more specifically, from the date above until the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

### 2. LEASED PROPERTY

The property subject to this Lease is described as: Mill Dock, Lot #2, 40 feet x 61 feet (2,440 sq. ft.).

### 3. PERMISSIBLE USES

A. Lessee shall utilize the property only for the purpose of constructing a 40’x60’ steel building as well as installation of an Icehouse/Ice machine. And to Purchase, Process, Pack and Ship Crab, Shrimp, Salmon, Halibut and Bottom fish as well as servicing the local fishing fleet in Wrangell with bait and ice. Accessory uses of the property are allowed if pre-approved in advance in writing by the Borough Assembly and/or Port Commission.

B. Lessee agrees to abide by all Federal, State, and local laws in the operation and maintenance of the permitted commercial activity.

C. The Lessor does not warrant that the property is suitable for the purposes sought. Lessee assumes all risks associated with the location of the leased premises.

### 4. CONDITIONS OF LEASING

A. Lease payments shall be in the amount of \$195.20, plus tax, payable in advance on the 10th day of each month. Lessee acknowledges Lessor is in the process of determining new values for lease rental rates in the marine Service Center. The lease will be amended during the current term to reflect new rental rates.

B. Lessee shall comply with all rules and yard Best Management Practices as set forth by the Harbor Department or Port Commission.

C. Lessee must sign and agree to fully comply with the WRANGELL MARINE SERVICE CENTER (WMSC) FACILITY USE AGREEMENT.

D. Lessee acknowledges Lessor is in the process of determining new Marine Service Center requirements and the lease will be amended during the current term to comply with the new standards.

### 5. RENEWAL

A. The Lease may be renewed at the option of the Lessor upon written request by the Lessee within at least sixty (60) days of the expiration of the current term, provided that the Lessee is current in the payment of all fees, and that the Lessee has been compliant with all yard rules and all provisions of this agreement as determined by the Port Commission.

~~B. The terms and conditions of this Lease for each renewal term shall be identical with the original term except for the lease payment. The Lessor retains the right to renegotiate the terms and conditions, including lease payment, of this Lease for each renewal term.~~

## **6. OPERATION AND MAINTENANCE**

A. Lessee shall at all times provide sufficient personnel to operate and maintain the leased premises. Lessee shall keep and maintain the leased premises in good, clean, safe, and sanitary condition.

B. Items stored on the leased premises must be directly related to the commercial business operating on the property.

C. Lessee shall be responsible for any and all special assessments for public improvements which may be made against the leased premises during the term of this Lease or any option to renew by the Lessee.

D. Lessee shall pay all property taxes owed on the leased premises in accordance with the Wrangell Municipal Code. Lessee shall also collect and remit sales tax in accordance with Wrangell Municipal Code.

E. Lessee shall promptly repair, rebuild, or restore the leased premises, facilities or surrounding property damaged or destroyed by any event whatsoever, with the exception of events caused by the act, error, or omissions of Borough employees, contractors or representatives, or by inherent condition of normal wear and tear.

F. Lessor may, at all reasonable times and without prior notice, enter upon and inspect the leased premises. If the Lessor demonstrates that the Lessee has failed to perform maintenance or repair work required under the Lease, and if the Lessee, after prior notice of the deficiencies, fails to correct the deficiency or to begin corrective action within a reasonable time, the Lessor may enter any part of the Leased premises and perform the necessary work. The Lessee shall reimburse the Lessor for all reasonable expenses incurred by this work.

## **7. INDEMNITY AND INSURANCE**

A. Lessee shall defend, indemnify, and hold harmless the Lessor from any and all claims or actions for injuries or damages sustained by any person or property arising, or in connection with, or incident to the operation of the leased premises.

B. Lessee shall provide adequate liability property and personal injury damage insurance as described below. The insurance shall not contain any exclusion for pollution, environmental impairment, or nuisance. The Lessor shall be listed as an additional insured on this policy. Proof of such insurance shall be provided to the Lessor as a condition of entering into the Lease. Lessee must notify the Lessor thirty (30) days in advance of any cancellation or alteration of such insurance. Failure to maintain insurance as specifically described in this section shall constitute default by Lessee.

C. Lessee shall keep the leased premises insured at Lessee's expense against fire and other risks covered by a standard fire insurance policy with an endorsement for extended coverage. Lessee covenants that it shall maintain at all times and pay the premiums on such policy or policies of casualty insurance to the building and leased premises designated the Lessor as loss payee, said policy to be in such amount and contain such terms as shall be from time to time determined sufficient by the Lessor. Lessee shall furnish the Lessor with a copy of said policy and all amendments or modifications thereto.

#### D. INSURANCE REQUIREMENTS

The Lessee shall not commence with use of the City and Borough's facility/land until the Lessee has obtained the insurance required under this contract. All coverage shall be with insurance carriers licensed and admitted to do business in the State of Alaska. All coverage shall be with carriers acceptable to the City and Borough of Wrangell. The required lines and limits of insurance are as follows:

1. **General Liability Insurance:** The User shall procure and maintain during the life of this agreement, General Liability Insurance on an "occurrence basis" with limits of liability not less than \$ 1,000,000 per occurrence and/or aggregate combined single limit, personal injury, bodily injury and property damage.
2. **Motor Vehicle Liability Insurance:** The user shall procure and maintain during the life of this agreement, Motor Vehicle Liability Insurance, including applicable no fault coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit. If the vehicle is a boom truck or is a boom truck combination, the policy must contain **LOAD/UNLOAD** coverage.
3. **Workers Compensation Insurance:** If the facility user has employees, they shall procure and maintain during the life of this agreement, Workers Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Alaska.
4. **Additional Insured:** General liability insurance and vehicle liability insurance, as described above, shall include an endorsement stating the following shall be an Additional Insured:

The City and Borough of Wrangell, its elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.

This coverage shall be primary to the Additional Insured's, and not contributing with any other insurance or similar protection available to the Additional Insured's, whether the other available coverage be primary, contributing or excess.

5. **Cancellation Notice:** General liability insurance and vehicle liability insurance, as described above, shall include an endorsement stating the following: "Sixty" (60) days advance written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: Steve MillerGreg Meissner, Port & Harbor DirectorHarbormaster, City and Borough of Wrangell, PO Box 531, Wrangell, AK 99929
6. **Proof of Insurance Coverage:** Prior to commencement of any seafood processing activities at the WMSC, the user shall provide the City and Borough of Wrangell with certificates of insurance and/or policies, acceptable to the City and Borough of Wrangell, for each of the insurance policies described above.

#### 8. ENVIRONMENTAL INDEMNITY

A. Lessee acknowledges and agrees that environmental contamination may exist on or adjacent to the leased premises. Lessor has not made, and Lessee has not relied on, any representations as to the presence, absence, nature, or extent of any such environmental contamination by Lessor. Lessee hereby expressly assumes the risk that any such environmental

contamination may cause loss of or damage to Lessee's real and personal property and improvements and may render the leased premises unfit for Lessee's purposes.

B. Lessee shall use, store, handle, and deal with all Environmental Substances (as defined below) in compliance with all Environmental Laws (as defined below). Lessee shall take prompt and responsible action to correct any noncompliance reported by Lessee or alleged by DEC or EPA with any requirements of any Environmental Law or any contamination or pollution caused by a release (as defined below) of an Environmental Substance. Lessee shall obtain all necessary permits, licenses, and other authorizations issued pursuant to Environmental Laws required for Lessee to own or operate the leased premises. Operation of the leased premises shall be in compliance with any terms and/or conditions of such permits, license, and other authorizations. "Environmental Laws" means all federal, State, or local laws, statutes, ordinance, codes, rules, regulations, orders, decrees, and directives imposing liability or standards of conduct for or relating to the protection of health, safety, or the environment. "Environmental Substances" include without limitation any substance, material, waste, pollutants, contaminant or chemical, regardless of how it is referred to or defined, that is regulated in, or pursuant to, any Environmental Laws. "Release" includes an actual or potential discharge, deposit, spill, leak, pumping, pouring, emission, emptying, injection, escape, leaching, seepage, or disposal which is or may be in breach of any Environmental Law, regardless of cause. "Lessee" includes Lessee, any subsidiaries of the Lessee, any partnership or joint ventures involving the Lessee, Lessee's agents, representatives, employees, invitees, or contractors or any agents, representatives, employees, invitees, or contractors of Lessee's subsidiaries, partnerships, or joint ventures.

C. Lessee acknowledges and agrees that the creation, use, handling, storage, release, and disposal of waste, garbage, pollutants, and toxic or hazardous substances, and the investigation, remediation, and clean-up of environmental contamination, are governed by a wide variety of Environmental Laws. Lessee shall comply with all Environmental Laws and exercise the highest degree of care in the use, handling, and storage of hazardous substances and Environmental Substances and shall take all practicable measures to minimize the quantity and toxicity of hazardous substances and Environmental Substances used, handled, or stored on the leased premises.

D. Lessee shall defend, indemnify, and hold harmless Lessor from and against all claims, including nuisance described in 9 of this Lease, liabilities, suits, obligations, fines, judgments and penalties (and any other expenses, including attorneys' fees and other costs of litigation, raised, sought, or imposed by third parties in connection with Lessee's violation of any Environmental Laws or in connection with Lessee's creation, use, handling, storage, release, or disposal of any waste, garbage, pollutants, or toxic or hazardous substances (regardless of whether such creation, use, handling, storage, release, or disposal violated an Environmental Law) on the leased premises or in connection with Lessee's use of the leased premises or by any persons or entity associated with the Lessee as outlined in paragraph 8.B above.

E. Nothing in this Lease alters any obligation Lessor or Lessee may have to investigate, remediate, or clean up any environmental contamination that may exist on the leased premises.

## **9. WASTE AND NUISANCE PROHIBITED**

During the term of this Lease, Lessee shall comply with all federal, State, and local laws affecting the leased premises, the breach of which might result in any penalty on Lessor or forfeiture of Lessor's title to the leased premises. Lessee shall not commit, or suffer to be



committed, any waste on the leased premises, or any nuisance. Lessee shall not operate the leased premises in any manner which might constitute a nuisance.

#### **10. ABANDONMENT OF LEASED PREMISES**

Lessee shall not vacate or abandon the leased premises at any time during the term of this Lease. If Lessee shall abandon, vacate, or surrender the leased premises, or be dispossessed by process of law or otherwise, any personal property belonging to Lessee and left on the leased premises shall be deemed to be abandoned, and at the option of the Lessor, the personal property shall become the property of the Lessor, except such property as may be encumbered to the Lessor. Lessee agrees to defend, indemnify, and hold harmless the Lessor for any harm, damage, or injury to person or property, alleged to arise out of the actions of the Lessee in vacating or abandoning the leased premises, and as to any harm, damage, or injury to person or property arising out of the condition of the property at the time of vacating or abandoning the leased premises.

#### **11. LIENS**

Except with respect to activities for which Lessor is responsible, Lessee shall pay all claims for work done on and for services rendered or material furnished to the leased premises, and shall keep the leased premises free from any liens. If Lessee fails to pay such claims or to discharge any lien, the Lessor may do so and collect the cost as additional rent. Any amount so added shall bear interest at the highest legal rate as allowed by law from the date of payment by the Lessor. Any amount paid by the Lessor on behalf of the Lessee shall be payable on demand. Such action by the Lessor shall not constitute a waiver of any right or remedy which the Lessor may have on account of Lessee's default.

#### **12. LESSOR'S RIGHTS UNDER THIS LEASE**

A. The Lessor may sue periodically to recover damages during the period corresponding to the remainder of the Lease term, and no action for damages shall bar a later action for damages subsequently accruing.

B. If Lessee fails to perform any obligation under this Lease, the Lessor shall have the option to do so after twenty (20) days written notice to Lessee. All of the Lessor's expenditures to correct the default shall be reimbursed by Lessee on demand with interest at the highest legal rate of interest allowed by law from the date of payment by the Lessor. Such action by the Lessor shall not waive any other remedies available to the Lessor because of the default.

C. All remedies in this Lease shall be in addition to and shall not exclude any other remedy available to the Lessor under any applicable law.

#### **13. GOVERNING LAW**

The laws of the State of Alaska shall govern the construction and interpretation of this Lease. 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 this Lease. The parties agree that trial of any action filed shall be in Wrangell, Alaska.

#### **14. DEFAULT**

If the Lessor determines that the provisions of the Lease are not being met and attempts to resolve the dispute in a reasonable manner are unsuccessful, written notice shall be given to the Lessee stating the nature of the deficiency and the necessary corrective action. Lessee shall either take immediate corrective action or respond to the Lessor within ten (10) calendar days stating the reason for the noncompliance and a schedule for compliance. If the Lessor determines that this response is unacceptable, the Lessor shall give Lessee written notice of default and the Lease is terminated. Lessee shall have a reasonable amount of time to remove all personal property. If the personal property is not removed within the time stated in the notice of default, the Lessor may take possession of the property.

## 15. TERMINATION

Each party shall have the right to terminate this Lease upon providing written notice of the intent to terminate sixty (60) days prior to the date of termination.

## 16. NOTICE

All notices and requests concerning this lease shall be in writing and addressed as follows:

Lessee: Dustin Phillips  
dba Sumner Strait Seafood  
P.O. Box 1004, Wrangell, AK 99929

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

## 17. MISCELLANEOUS

A. This lease cannot be assigned without prior written consent of Lessor and the other party.

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

C. If any term of this lease is held to be invalid, void or unenforceable by a court of competent jurisdiction, the remaining provisions of the lease shall be valid and binding upon the parties.

D. The provisions of this lease are and will be for the benefit of the Lessor and Lessee only and are not for the benefit of any third party, no third party shall have the right to enforce the provisions of this lease.

**The Lessee acknowledges that the Lessee has read and understands the terms of this lease and has had the opportunity to review this lease with counsel of his/her choice and is executing this lease of his/her own free will.**

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by the duly authorized representative(s) signing below.

Date: \_\_\_\_\_, 2021

**City and Borough of Wrangell, Alaska**  
**Lessor**

By:

By:

\_\_\_\_\_  
Stephen Prysunka  
Borough Mayor

\_\_\_\_\_  
Lisa Von Bargaen  
Borough Manager

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by **Stephen Prysunka & Lisa Von Bargaen**, Borough Mayor & Borough Manager, respectively, of the City and Borough of Wrangell, Alaska, an Alaska home rule municipal corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public for Alaska  
Commission expires: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_

**Dustin Phillips**  
**dba Sumner Strait Seafood**

**Lessee**

By

\_\_\_\_\_  
Dustin Phillips

\_\_\_\_\_  
Title

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by **Dustin Phillips.**

\_\_\_\_\_  
Notary Public for Alaska

Commission expires: \_\_\_\_\_

# Letter of Interest / Intent to Lease

**City of Wrangell, Port Commission Members/Borough Assembly Members.**

I am writing this letter to express interest/intent on leasing property that the city has available at Lot #2 of The Old Mill Dock. My intentions for the leased property would be to purchase and construct a 40'x60' steel building as well as installation of a Icehouse/Ice machine. In order to; Purchase, Process, Pack and Ship Crab, Shrimp, Salmon, Halibut and Bottom fish as well as servicing the local fishing fleet in Wrangell with bait and ice.

In conformance with Wrangell Municipal Code, below are the requirements to leasing City Property:

**1. A description of the proposed use for the tidelands, submerged land, and adjacent uplands**

Construction of a 40 x 60 building and a ice facility. to be able to pack live crab fresh troll salmon fresh halibut etc. As well as support the local Wrangell fleet with ice and bait

**2. The dates by which construction will begin and will be completed**

Construction date will begin as soon as the lease is available. Estimated finish time in construction would be June 12<sup>th</sup>.

**3. The estimated cost of the improvements that will be placed on the tidelands, submerged lands, and adjacent uplands**

Estimated cost of this project is \$550,000

**4. A description of the effects that the proposed use of the tidelands, submerged lands, and adjacent uplands will have on public streets, public facilities, public services, public utilities, traffic, and parking. The description shall include a plan for mitigating adverse effects on streets, public facilities, public services, public utilities, traffic congestion, and parking, and a plan for paying the costs thereof.**

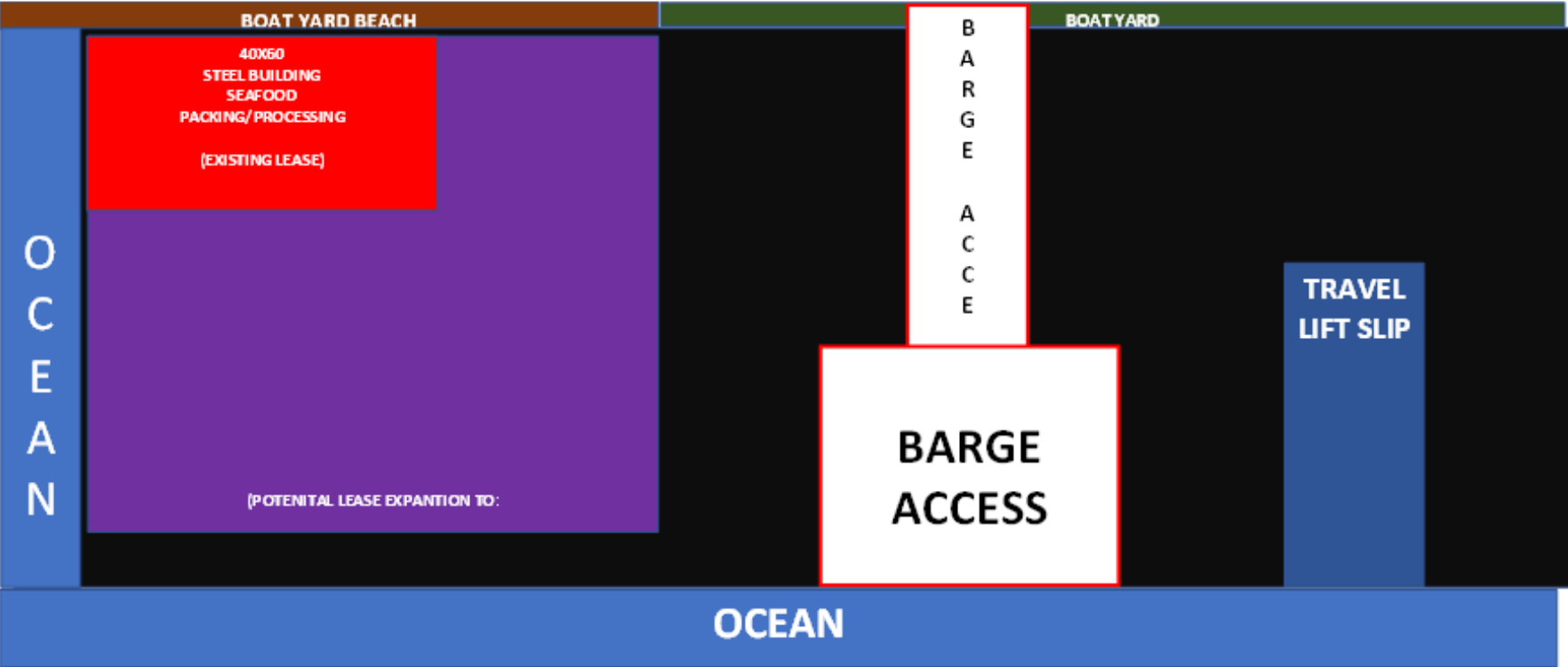
I don't foresee any adverse effects on any of the public facilities, city streets and or boat yard.

Please feel free to contact me by phone or email with any questions or concerns.

Thank you for your time and consideration of this request,

**Dustin Phillips**  
**PO Box 1004**  
**911 Evergreen Ave.**  
**Wrangell, AK 99929**  
**Ph.# (907)-723-0565**  
[Dphillips0565@gmail.com](mailto:Dphillips0565@gmail.com)







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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	May 11, 2021
	<u>Agenda Section</u>	<b>13</b>

**ORDINANCE No. 1001** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING CHAPTER 6.05 OF THE WRANGELL MUNICIPAL CODE TITLE MARIJUANA SECTION 6.05.005 TITLED HOURS OF OPERATION;PENALTY FOR VIOLATIONBY INCREASING THE ALLOWABLE HOURS OF OPERATION

<p><u>SUBMITTED BY:</u></p> <p>Lisa Von Bargaen, Borough Manager</p>	<p><u>FISCAL NOTE:</u></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="3"><b>Expenditure Required:</b> \$XXX Total</td> </tr> <tr> <td style="width: 33%;">FY 20: \$</td> <td style="width: 33%;">FY 21: \$</td> <td style="width: 33%;">FY22: \$</td> </tr> <tr> <td colspan="3"> </td> </tr> <tr> <td colspan="3"><b>Amount Budgeted:</b></td> </tr> <tr> <td colspan="3">FY20 \$XXX</td> </tr> <tr> <td colspan="3"><b>Account Number(s):</b></td> </tr> <tr> <td colspan="3">XXXXXX XXX XXXX</td> </tr> <tr> <td colspan="3"><b>Account Name(s):</b></td> </tr> <tr> <td colspan="3">Enter Text Here</td> </tr> <tr> <td colspan="3"><b>Unencumbered Balance(s) (prior to expenditure):</b></td> </tr> <tr> <td colspan="3">\$XXX</td> </tr> </table>	<b>Expenditure Required:</b> \$XXX Total			FY 20: \$	FY 21: \$	FY22: \$				<b>Amount Budgeted:</b>			FY20 \$XXX			<b>Account Number(s):</b>			XXXXXX XXX XXXX			<b>Account Name(s):</b>			Enter Text Here			<b>Unencumbered Balance(s) (prior to expenditure):</b>			\$XXX		
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<u>Reviews/Approvals/Recommendations</u>	
<input type="checkbox"/>	Commission, Board or Committee
Name(s)	
Name(s)	
<input checked="" type="checkbox"/>	Attorney
<input type="checkbox"/>	Insurance

ATTACHMENTS: 1. Ord. No. 1001

### **RECOMMENDATION MOTION:**

Move to approve first reading of Ordinance No. 1001 and move to a second reading with a public hearing to be held on May 25, 2021.

### **SUMMARY STATEMENT:**

During recent public testimony the Assembly was asked to consider extending the allowable hours of operation of marijuana establishments. The current code only allows operation between 8am and 6pm. The request was to allow operations later in the evening. Administration spoke with

Wrangell's only marijuana operator and his suggestion is to allow operations through 10pm as that seems to be a common time throughout the state.

The Police Chief was consulted and the PD has no concerns about extending the operation timeframe. The ordinance was reviewed and approved (as to form) by the Attorney. Administration supports this change and recommends approval by the Assembly.

CITY AND BOROUGH OF WRANGELL, ALASKA  
ORDINANCE NO. 1001

AN ORDINANCE OF THE ASSEMBLY OF THE CITY AND  
BOROUGH OF WRANGELL, ALASKA, AMENDING  
CHAPTER 6.05 OF THE WRANGELL MUNICIPAL CODE  
TITLE MARIJUANA SECTION 6.05.005 TITLED HOURS OF  
OPERATION;PENALTY FOR VIOLATION BY INCREASING  
THE ALLOWABLE HOURS OF OPERATION

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

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

SEC. 1. Action. The purpose of this ordinance is to amend Chapter 6.05, Marijuana, Section 6.05.05 Hours of Operation; Penalty for Violation, of the Wrangell Municipal Code.

SEC. 2. Amendment, Chapter 6.05, Section 6.05.005 of the Wrangell Municipal Code is hereby amended as follows:

**6.05.005 Hours of operation; penalty for violation.**

No facility licensed under AS Title 17 may be open for business, or allow a consumer to access the licensed premises between the hours of 10:00 **[6:00]** p.m. and 8:00 a.m. on Monday through Sunday. No marijuana may be distributed, sold, offered for sale, furnished, delivered, or consumed at a licensed facility when the facility is closed under this section.

A. Any person violating any provision of this section is guilty of an infraction and shall be punished by the fine established in the WMC 1.20.050 fine schedule if the offense is listed in that fine schedule or by a fine of up to \$500.00 if the offense is not listed in the WMC 1.20.050 fine schedule.

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

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

PASSED IN FIRST READING: \_\_\_\_\_, 2021

PASSED IN SECOND READING: \_\_\_\_\_, 2021

\_\_\_\_\_  
Stephen Prysunka, Mayor

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

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	May 11, 2021
	<u>Agenda Section</u>	<b>13</b>

**RESOLUTION No. 05-21-1584** AMENDING THE FY 2021 BUDGET IN THE HOSPITAL LEGACY FUND TRANSFERRING \$21,125 FROM HOSPITAL LEGACY FUND RESERVES TO THE HOSPITAL LEGACY FUND OPERATING BUDGET AND AUTHORIZING EXPENDITURES

<p><u>SUBMITTED BY:</u></p> <p>Amber Al-Haddad, Capital Facilities Director</p>	<p><u>FISCAL NOTE:</u></p> <p><b>Expenditure Required:</b> \$21,125 Total</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; border-bottom: 1px solid black;">FY 20: \$</td> <td style="width: 33%; border-bottom: 1px solid black;">FY 21: \$21,125</td> <td style="width: 33%; border-bottom: 1px solid black;">FY22: \$</td> </tr> </table> <p><b>Amount Budgeted:</b></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; border-bottom: 1px solid black;"></td> <td style="width: 66%; border-bottom: 1px solid black;">FY21 \$0</td> </tr> </table> <p><b>Account Number(s):</b></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; border-bottom: 1px solid black;"></td> <td style="width: 66%; border-bottom: 1px solid black;">See Resolution</td> </tr> </table> <p><b>Account Name(s):</b></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; border-bottom: 1px solid black;"></td> <td style="width: 66%; border-bottom: 1px solid black;">See Resolution</td> </tr> </table> <p><b>Unencumbered Balance(s) (prior to expenditure):</b></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; border-bottom: 1px solid black;"></td> <td style="width: 66%; border-bottom: 1px solid black;">\$0 before resolution</td> </tr> </table>	FY 20: \$	FY 21: \$21,125	FY22: \$		FY21 \$0		See Resolution		See Resolution		\$0 before resolution
FY 20: \$	FY 21: \$21,125	FY22: \$										
	FY21 \$0											
	See Resolution											
	See Resolution											
	\$0 before resolution											

<p><u>Reviews/Approvals/Recommendations</u></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; text-align: center; vertical-align: top;"><input type="checkbox"/></td> <td style="border-bottom: 1px solid black;">Commission, Board or Committee</td> </tr> <tr> <td style="text-align: center; vertical-align: top;">Name(s)</td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td style="text-align: center; vertical-align: top;">Name(s)</td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td style="text-align: center; vertical-align: top;"><input type="checkbox"/></td> <td style="border-bottom: 1px solid black;">Attorney</td> </tr> <tr> <td style="text-align: center; vertical-align: top;"><input type="checkbox"/></td> <td style="border-bottom: 1px solid black;">Insurance</td> </tr> </table>	<input type="checkbox"/>	Commission, Board or Committee	Name(s)		Name(s)		<input type="checkbox"/>	Attorney	<input type="checkbox"/>	Insurance	
<input type="checkbox"/>	Commission, Board or Committee										
Name(s)											
Name(s)											
<input type="checkbox"/>	Attorney										
<input type="checkbox"/>	Insurance										

ATTACHMENTS: 1. Resolution No. 05-21-1584

### RECOMMENDATION MOTION:

Move to Approve Resolution No. 05-21-1584.

### SUMMARY STATEMENT:

The City and Borough of Wrangell resumed responsibility of building upkeep of the former hospital building located at 310 Bennett Street on April 15, 2021. With this date being unknown at the time that our FY21 operating budget was being developed, expenses related to building and property

maintenance, and utilities not been identified. Below is an estimate of the operating budget that will be recommended for FY22 to maintain the building and its building systems.

Building Expenses Projected for FY2022:

- 7002 Facilities Maintenance & Repairs \$13,000
  - General PM and Non-PM Maintenance \$5,500
  - Fire Alarm Annual Inspection \$1,500
  - Sprinkler Annual Inspection \$2,000
  - Fire Extinguishers Annual Inspection \$500
  - Elevator Annual Inspections \$3,500
- 7017 Fuel & Oil – Heating \$42,300
- 7501 Utilities \$26,000
- 7621 Charges from Garage \$3,000
- 7629 Charges from Capital Facilities \$15,000

Utilizing this level of expenditures, we have projected \$7,650 as the average monthly expenses for general building and property maintenance, utilities, and heating oil. Records indicate that the sprinkler system is now due for its annual inspection, estimated at a cost approximately \$2,000, while the other special annual inspections listed should be scheduled for later in the calendar year (they will occur during the FY22 budget year). Therefore, \$21,125 is the projected level of expenditures required for the remainder of the FY21 budget period, projected to cover expenses from April – June 30, 2021.

Resolution No. 05-21-1584 approves a budget amendment in the amount of \$21,125 in the Hospital Legacy Fund Operating Budget for FY21.

The Hospital Legacy Fund has a reserve balance of \$271,447.



## CITY AND BOROUGH OF WRANGELL, ALASKA

RESOLUTION NO. 05-21-1584

A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA AMENDING THE FY 2021 BUDGET IN THE HOSPITAL LEGACY FUND TRANSFERRING \$21,125 FROM HOSPITAL LEGACY FUND RESERVES TO THE HOSPITAL LEGACY FUND OPERATING BUDGET AND AUTHORIZING EXPENDITURES

WHEREAS, the Borough has resumed responsibility of the former hospital building located at 310 Bennett Street on April 15, 2021; and

WHEREAS, Funds are necessary to pay for expenses related to the general building and property maintenance, special building system inspections, utilities, and heating for the former hospital building; and

WHEREAS, Funds in the amount of \$21,125 are required in the Hospital Legacy Fund Operating Budget as projected to cover building expenses from April to June 30, 2021; and

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

Section 1: The FY 2021 Budget in the Hospital Legacy Fund is amended to reflect an increase in the transfer of funds, in the amount of \$21,125 from the Hospital Legacy Fund Reserves into the Hospital Legacy Fund Operating Budget.

Section 2: The FY 2021 Budget in the Hospital Legacy Fund is amended to reflect an increase in the authorized expenditures of \$21,125 in the following accounts:

11125 000 7002 Facility Maintenance	\$ 3,500
11125 000 7017 Fuel & Oil – Heating	\$10,000
11125 000 7501 Utilities	\$ 6,500
11215 000 7629 Charges from Cap. Fac.	\$ 1,125

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA this 11<sup>th</sup> DAY OF MAY, 2021.

CITY & BOROUGH OF WRANGELL, ALASKA

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Stephen Prysunka, Mayor

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

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	May 11, 2021
	<u>Agenda Section</u>	<b>13</b>

**RESOLUTION NO. 05-21-1585** AMENDING THE FY 2021 BUDGET IN THE WASTEWATER FUND BY TRANSFERRING \$3,600 FROM WASTEWATER FUND RESERVES TO THE WASTEWATER COLLECTION SYSTEM MAINTENANCE ACCOUNT AND AUTHORIZING ITS EXPENDITURE FOR WASTEWATER COLLECTION SYSTEM PUMP STATION BACTERIAL BLOCK PILOT STUDY

SUBMITTED BY:

Tom Wetor, Public Works Director

FISCAL NOTE:

**Expenditure Required:** \$3,600

FY 20: \$	FY 21: \$3,600	FY22: \$
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**Amount Budgeted:**

	FY21 \$41,000
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**Account Number(s):**

	76000 503 7025
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**Account Name(s):**

	Collection System Maintenance
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**Unencumbered Balance(s) (prior to expenditure):**

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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 05-21-1586; 2. USA Bluebook Quotation

**RECOMMENDATION MOTION:**

Move to Approve Resolution No. 05-21-1586.

**SUMMARY STATEMENT:**

In FY 2021 the Wastewater Department had \$41,000 budgeted for replacement pumps and parts. As of March of 2021 this budget line item has been spent. At the April 27<sup>th</sup> meeting the Assembly approved a resolution amending the budget in this account for a spare pump and a spare pump rebuild kit. Another issue has come up.

Over time grease and fat builds up in sewer stations which causes sewer pumps to run more frequently than they should. Grease fouls probes and floats that tell the pumps when to run. The contactors and the pumps lose their longevity the more the pumps run.

During the last week in April Node 4 and Node 6 had over a 1' grease cake built up on top of the water and all along the walls down in the wet well. As the vac truck was broken down, it was necessary for staff to go and clean the probes every 2 days to keep the pumps from continuously cycling. As soon as the vac truck was back online these stations were pumped out. Grease built up on the walls is removed with a high-pressure hose, broken up and then vacuumed out. Years ago staff were lowered into the wet well and shoveled the grease cakes into barrels that were then lifted out.

These two stations see enough grease build up that they should be pumped out every two to three months depending on the season, usage and flow through the stations. Probes are occasionally cleaned during this time until there is enough build up to suck out with the vac truck.

Alaska Rural Water Association made a recommendation to staff in the past to use bacterial blocks to cut down on this problem and reported that the bacterial blocks are effective in cutting down grease and oil build ups.

Bacterial blocks are lowered into the wet well where bacteria attacks the grease, fat and oil from accumulating. This should help cut down on pump run time, vac truck use and employee time to clean probes and clear wet wells. As Node 4 and Node 6 are the most heavily used stations in town the Wastewater Department is proposing to buy enough blocks for a year supply to pilot this for these two stations. Once implemented we will monitor and note any changes observed.

Pumping both stations takes about three hours for 2-3 staff and then there is time to empty, dewater, dispose of waste and clean the vac truck. This process can add 4-8 hours of time for 1-2 staff. (2 staff are required to lift waste out of the tank and re tie a new net and time is dependent on the contents of the load). Cleaning probes takes about 30 minutes round trip each time.

Pumps between Node 4 and Node 6 range from \$13,242-\$29,000. All six pumps in these stations total \$126,726. A conservative estimate is that these specific pumps might last 10 years. This is difficult to estimate as there are many variables that factor in. These pumps were installed in 2015 and several major repairs have already occurred since that time.  $\$126,726/10 = \$12,672.6$  average annual depreciation estimate. This cost does not include depreciation on electric equipment in addition to pumps from increased cycles.

Stations near the end of the line do not see nearly the same build up as Node 6 and Node 4. It is not likely bio blocks will be needed everywhere.

The Wastewater Reserves currently have \$998,019 prior to this resolution. After this resolution the Wastewater Reserves will be \$994,419.

## CITY AND BOROUGH OF WRANGELL, ALASKA

RESOLUTION NO. 05-21-1585

A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA AMENDING THE FY 2021 BUDGET IN THE WASTEWATER FUND TRANSFERRING \$3,600 FROM WASTEWATER FUND RESERVES TO THE WASTEWATER FUND COLLECTION SYSTEM MAINTENANCE ACCOUNT AND AUTHORIZING ITS EXPENDITURE FOR WASTEWATER COLLECTION SYSTEM PUMP STATION BACTERIAL BLOCK PILOT STUDY

WHEREAS, the Waste Water Department is experiencing significant grease and fat build up in pump stations, specifically Node 4 and Node 6; and

WHEREAS, this build up creates wear and tear on the pump station system equipment; and requires considerable cleaning time by multiple staff to ensure continuity of pump station operations; and

WHEREAS, as recommended by the Alaska Rural Water Association, the Wastewater Department would like to conduct a pilot study using bacterial blocks to help reduce build up; and

WHEREAS, additional funding from the Waste Water Fund Reserves is necessary to cover the cost of the supplies for this study.

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

Section 1: The FY 2021 Budget in the Waste Water Fund is amended to reflect an increase in the transfer of funds, in the amount of \$3,600 from the Waste Water Fund Reserves into the Waste Water Fund Operating Budget.

Section 2: The FY 2021 Budget in the in the Waste Water Fund is amended to reflect an increase in the authorized expenditures in the Waste Water Fund Collection System Maintenance account (76000 503 7025) in the amount of \$3,600 for Waste Water Collection System Pump Station Bacterial Block Pilot Study.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA this 11<sup>th</sup> DAY OF MAY, 2021.

CITY & BOROUGH OF WRANGELL, ALASKA

---

Stephen Prysunka, Mayor

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



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SubTotal: \$3,598.80



Item i.

Order Notes

Order Summary

Subtotal:	\$3,598.80
Estimated Shipping:	\$0.00
Estimated Tax:	\$0.00
Estimated Total:	\$3,598.80

By submitting your order, you agree to the terms and conditions below.

Taxes and shipping, if applicable, are only **estimated** prices. Actual shipping charges may differ from this estimate based on actual packaging of final shipment. Hazmat items incur special package and handling fees in addition to the standard shipping estimates provided. I also agree I have read and understood USABlueBook's Terms of Sale (<https://www.usabluebook.com/t-terms.aspx>).

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	May 11, 2021
	<u>Agenda Section</u>	<b>13</b>

**RESOLUTION NO. 04-21-1586** AMENDING THE FY 2021 BUDGET IN THE INDUSTRIAL CONSTRUCTION FUND BY TRANSFERRING \$9425 FROM INDUSTRIAL CONSTRUCTION FUND RESERVES TO THE INDUSTRIAL CONSTRUCTION FUND PROFESSIONAL SERVICES ACCOUNT AND AUTHORIZING ITS EXPENDITURE FOR AERIAL IMAGERY

SUBMITTED BY:

Amber Al-Haddad and Carol Rushmore

FISCAL NOTE:

**Expenditure Required:** \$9425 Total

FY 20: \$	FY 21: \$ 9425	FY22: \$
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**Amount Budgeted:**

	FY21 \$24,094
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**Account Number(s):**

	52000.000.7519
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**Account Name(s):**

	Industrial Construction Fund
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**Unencumbered Balance(s) (prior to expenditure):**

	\$33,519 after resolution
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Reviews/Approvals/Recommendations

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

ATTACHMENTS: 1. Original Quote for Priority areas 1 and 2 2. Updated Quote adding in Priority area 3 3. Resolution 05-21-1586

**RECOMMENDATION MOTION:**

Move to Approve Resolution 05-21-1586.

**SUMMARY STATEMENT:**

As the Assembly is aware, the Borough had an unexpected one-time opportunity to have updated aerial imagery, including LIDAR, taken of certain areas of the community. It has been nearly 20 years since Wrangell had new aerial imagery, and has never had LIDAR. So much has changed in

the community with the additions of Heritage Harbor, the Marine Service Center and the Nolan Center, Industrial Park expansion, just to name four areas of major significance. This was also an opportunity for Wrangell to have LIDAR taken of the water reservoirs and entire valley, including slopes above the reservoirs and the run-out zone in the case of a dam breach.

ADOT had a contractor here already doing work at the bluffs area so the CBW was able to avoid mobilization/demob costs. The work had to remain under the manager's spending authority of \$25,000. The attached quote shows three priority areas identified by CBW staff. Priority 1 – Water Reservoirs; Priority 2 – Downtown South; Priority 3 – Airport North. Only areas 1 and 2 could be accommodated for the cost to include the imagery capture and the post processing work.

At the April 27, 2021 Assembly meeting, a budget amendment was approved to fund Priority areas 1 and 2. The contractor advised us in the middle of the information gathering they were unable to finish all of area 2 due to significant equipment and software issues.

Their resolution to the equipment issue was to purchase a new drone that provides them more flexibility and is quicker in data collection. We advised them our costs could not increase to accommodate travel back to Wrangell and they understand that the mob and demob costs to complete Area 2 is their responsibility.

Since they do have to return, we asked them to provide a quote for completing Priority Area 3. The attached quote provides the costs for data collection and processing for Area 3 and pushes the total expenditure to \$33,519 and over the Manager's authority for approval. Elevate UAS LLC is on the State of Alaska Contract List allowing per our procurement requirements to sole source the activity.

The attached resolution authorizes the transfer and expenditure of additional funds to complete Priority Area 3 of \$9425

Administration is recommending the funding come from the Industrial Construction Fund.

The Reserves currently have \$313,476 prior to this resolution.

Original estimate for Priority areas 1 and 2 (apprvd)	\$24,094
Final cost estimate for Priority areas 1-3	\$33,519
Final funds to complete Area 3	\$ 9,425

## CITY AND BOROUGH OF WRANGELL, ALASKA

RESOLUTION NO. 05-21-1586

A RESOLUTION AMENDING THE FY 2021 BUDGET IN THE INDUSTRIAL CONSTRUCTION FUND BY TRANSFERRING \$9,425 FROM INDUSTRIAL CONSTRUCTION FUND RESERVES TO THE INDUSTRIAL CONSTRUCTION FUND PROFESSIONAL SERVICES ACCOUNT AND AUTHORIZING ITS EXPENDITURE FOR AERIAL IMAGERY

WHEREAS, the Borough had a one-time unexpected opportunity to take advantage of a contractor providing aerial imagery services in Wrangell for ADOT; and

WHEREAS, Wrangell as not had updated aerial imagery in nearly 20 years; and

WHEREAS, for Hazard Mitigation purposes aerial imagery and LIDAR of the water reservoir valley is critical; and

WHEREAS, so much public improvement has taken place in 20 years including Heritage Harbor, the Marine Service Center and the Nolan Center; and

WHEREAS, accurate aerial imagery is important for community planning and assessment; and

WHEREAS, the Borough has an opportunity to take advantage of additional aerial imagery work as the contractor is returning to Wrangell.

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

Section 1: The FY 2021 Budget in the Industrial Construction Fund is amended to reflect an increase in the transfer of funds, in the amount of \$9,425 from the Industrial Construction Fund Reserves into the Industrial Construction Fund Operating Budget.

Section 2: The FY 2021 Budget in the Industrial Construction Fund is amended to reflect an increase in the authorized expenditures in the Industrial Construction Fund Professional Services account (52000 000 7519) in the amount of \$9,425 for aerial imagery.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA this 11th DAY OF MAY, 2021.

CITY & BOROUGH OF WRANGELL, ALASKA

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Stephen Prysunka, Mayor

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

## ESTIMATE



Saturday, April 17, 2021

## ESTIMATE FOR

**Wrangell Capital Facilities Department**  
**Amber Al-Haddad**  
 aal-haddad@wrangell.com  
 907-874-3902

## ESTIMATE FROM

**Elevate UAS**  
 6036 SW 18th Dr  
 Portland, OR 97239  
 541-521-6670

## JOB DESCRIPTION

Elevate will collect UAS-LiDAR to generate a LiDAR pointcloud and high-resolution DEM in Wrangell, AK for Wrangell Capital Facilities Department. The scanner will be a Phoenix LiDAR Riegl miniRANGER with STIM300 IMU capable of up to 5 returns/pulse. A base station will be set up nearby where static observations can be collected at 1Hz for PPK processing LiDAR data. Initial flight planning will be done prior to mobilization with additional detailed flight planning conducted on site. Flight plan will be submitted on Airmap to notify any potential local air traffic of UAS activity in the vicinity. A classified LiDAR pointcloud, DSM, DEM, and orthomosaic will be provided to Amber Al-Haddad / Wrangell Capital Facilities Department by secure file transfer or sending a thumb drive to a physical mailing address.

## ASSUMPTIONS

1. Work beyond the estimated amount and agreed to by the client will only be completed with approval of the Project Manager.
2. Elevate is not legally liable for any decisions made based on delivered data products.
3. Detailed change analysis will be conducted through alignment, scaling, and registration with historical airborne LiDAR or IFSAR.
4. If manned aircraft enters the local airspace, the UAS pilot will follow FAA guidelines and either yield to manned air traffic or ground the UAS until the airspace is cleared.

## DELIVERABLE ITEMS

1. Raw and Classified pointcloud in .las or .laz format. Classifications will be 1 - unclassified, 2 - ground, and 7 - noise following ASPRS classification codes. If further classification is desired it may require additional fees for additional classifications.
2. DSM generated from first return points in pointcloud, in .tif format
3. DEM generated from ground classified points in .tif format.
4. Orthomosaic in .tif format.

**Deliverable Schedule:** Estimated time for post-processing all data into final deliverable items is approximately 4 weeks after returning from the field.

Description	Quantity	UOM	Rate		Amount
Pre-flight planning	12	HR	\$	50.00	\$ 600.00
Car rental	3	DAY	\$	100.00	\$ 300.00
Generator + Tripod	3	DAY	\$	50.00	\$ 150.00
Pilot - weekend day rate	2	DAY	\$	1,250.00	\$ 2,500.00
Spotter - weekend day rate	2	DAY	\$	700.00	\$ 1,400.00
Pilot - standard day rate	1	DAY	\$	900.00	\$ 900.00
Spotter - standard day rate	1	DAY	\$	450.00	\$ 450.00
Flight & scouting - m600 + z30	1	DAY	\$	750.00	\$ 750.00
Flight & data collection - LiDAR	2	DAY	\$	4,250.00	\$ 8,500.00
Lodging - pilot (DOD rates Wrangell, AK)	3	DAY	\$	250.00	\$ 750.00
Lodging - spotter (DOD rates Wrangell, AK)	3	DAY	\$	250.00	\$ 750.00
M&IE - pilot (DOD rates Wrangell, AK)	4	DAY	\$	118.00	\$ 472.00
M&IE - spotter (DOD rates Wrangell, AK)	4	DAY	\$	118.00	\$ 472.00
Post-Processing imagery	35	HR	\$	65.00	\$ 2,275.00
Post-Processing LiDAR	45	HR	\$	85.00	\$ 3,825.00

**Total Estimated Cost \$ 24,094.00**





## ESTIMATE



Wednesday, May 05, 2021

## ESTIMATE FOR

Wrangell Capital Facilities Department

Amber Al-Haddad

aal-haddad@wrangell.com

907-874-3902

## ESTIMATE FROM

Elevate UAS

6036 SW 18th Dr

Portland, OR 97239

541-521-6670

## JOB DESCRIPTION

Elevate will collect UAS-LiDAR to generate a LiDAR pointcloud and high-resolution DEM in Wrangell, AK for Wrangell Capital Facilities Department. The scanner will be a RockRobot R2A with Inertial Labs IMU capable of up to 3 returns/pulse with up to 720,000 points/s. A base station will be set up nearby where static observations can be collected at 1Hz for PPK processing LiDAR data. Initial flight planning will be done prior to mobilization with additional detailed flight planning conducted on site. Flight plan will be submitted on Airmap to notify any potential local air traffic of UAS activity in the vicinity. A classified LiDAR pointcloud, DSM, DEM, and orthomosaic will be provided to Amber Al-Haddad / Wrangell Capital Facilities Department by secure file transfer or sending a thumb drive to a physical mailing address.

## ASSUMPTIONS

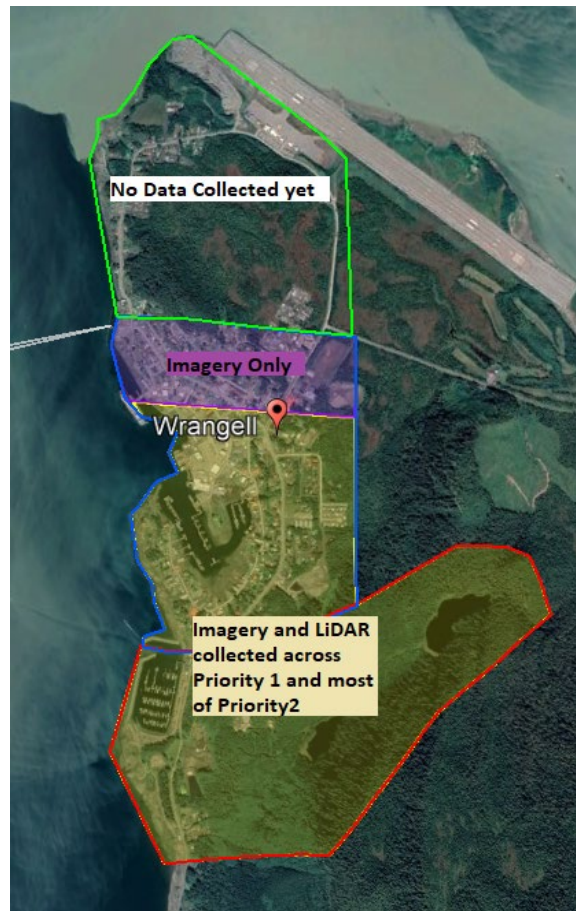
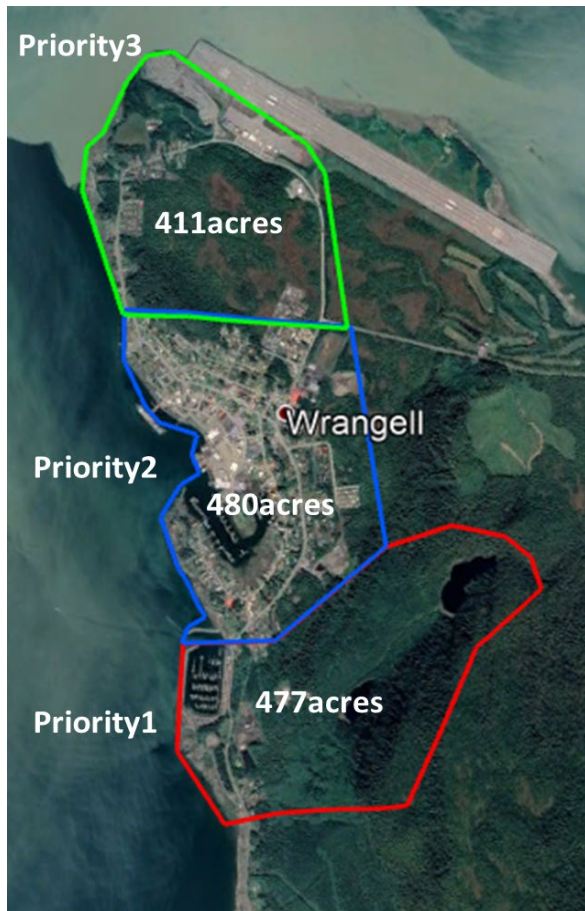
1. Work beyond the estimated amount and agreed to by the client will only be completed with approval of the Project Manager.
2. Elevate is not legally liable for any decisions made based on delivered data products.
3. Detailed change analysis will be conducted through alignment, scaling, and registration with historical airborne LiDAR or IFSAR.
4. If manned aircraft enters the local airspace, the UAS pilot will follow FAA guidelines and either yield to manned air traffic or ground the UAS until the airspace is cleared.

## DELIVERABLE ITEMS

1. Raw and Classified pointcloud in .las or .laz format. Classifications will be 1 - unclassified, 2 - ground, and 7 - noise following ASPRS classification codes. If further classification is desired it may require additional fees for additional classifications.
2. DSM generated from first return points in pointcloud, in .tif format
3. DEM generated from ground classified points in .tif format.
4. Orthomosaic in .tif format.

**Deliverable Schedule:** Estimated time for post-processing all data into final deliverable items is approximately 4 weeks after returning from the field.

Description	Quantity	UOM	Rate		Amount
Pre-flight planning	2	HR	\$	50.00	\$ 100.00
Pilot - standard day rate	1.5	DAY	\$	900.00	\$ 1,350.00
Spotter - standard day rate	1.5	DAY	\$	450.00	\$ 675.00
Flight & scouting - m600 + z30	0.5	DAY	\$	750.00	\$ 375.00
Flight & data collection - LiDAR	1	DAY	\$	4,250.00	\$ 4,250.00
Post-Processing imagery	15	HR	\$	65.00	\$ 975.00
Post-Processing LiDAR	20	HR	\$	85.00	\$ 1,700.00
Total Estimated Cost Priority 3 \$					9,425.00



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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	May 11, 2021
	<u>Agenda Section</u>	<b>13</b>

Approval of a Sole Source Procurement in Conformance with Section 5.10.050 (I) of the Wrangell Municipal Code from Elevate UAS for Aerial and LiDAR Imagery in the amount of \$33,519

**SUBMITTED BY:**

Amber Al-Haddad, Capital Facilities Director

**FISCAL NOTE:**

**Expenditure Required:** \$33,519

	FY 21: \$33,519
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**Amount Budgeted:**

	FY20 \$0
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**Account Number(s):**

	25000 000 7519
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**Account Name(s):**

	Industrial Construction Fund, Professional Services
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**Unencumbered Balance(s) (prior to expenditure):**

	\$
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**Reviews/Approvals/Recommendations**

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

**ATTACHMENTS:** 1. Elevate UAS cost estimates dated April 17<sup>th</sup> and May 5<sup>th</sup>, 2021

**RECOMMENDATION MOTION:**

Move to approve a Sole Source Procurement in Conformance with Section 5.10.050 (I) of the Wrangell Municipal Code from Elevate UAS for Aerial and LiDAR Imagery in the amount of \$33,519.

**SUMMARY STATEMENT:**

In April 2021, the Assembly approved \$24,094 for aerial imagery, including LIDAR, for two priority land areas totaling 957 acres. This area included both water reservoirs, the entire drinking water

valley, including slopes above the reservoirs and the inundation zone. It also included all community development from approximately the Blooms Trailer Court across from City Park to north of town up to the intersection of either end of Evergreen Avenue and Bennett Street, identified by Priority 1 and Priority 2 in the map below.



Priority 3, which covers 411 acres of the north end of Wrangell Island, was not included due to the Borough Manager's spending limit.

With Elevate UAS' departure from Wrangell without having completed Priorities 1 and 2, they are obligated to return to complete this work at no additional cost for their logistics. When they return to Wrangell, we have the opportunity to add Priority 3 area for the additional cost of \$9,425, including the same imagery capture and the post processing scope of work for aerial imagery and for LiDAR survey. The Contractor is not charging the Borough for additional lodging, car rental, M&IE, and generator / tripod rental.

Although the \$24,094 level procurement for Priority Areas 1 and 2 has already been executed, by adding the additional scope of work in the amount of \$9,425 for Priority Area 3, the total sum that

would be paid to Elevate UAS is over the Borough Manger's spending authority. Considering this addendum which places the total contract amount at \$33,519, we are seeking Assembly approval for the total contract.

We seek approval for a sole source procurement to Elevate UAS under Wrangell's procurement code, WMC Section 5.10.050, Section I., competitive bidding is not required "when it is advantageous to the borough to enter into a contract with a bidder for the same supplies or services such bidder is providing another Alaskan local government, the State of Alaska, or the United States where such supplies or services are being provided the other government unit on the basis of formal bids submitted and where the borough contract is on substantially the same terms as those bids, or to contract with or through such other government unit so that the benefit of the lowest and best responsible bid accrues to the borough."

As referenced by the attached NASPO Value Point Agreement, Elevate UAS has the statewide contract with the State of Alaska for Unmanned Aerial Vehicle (Drone) Services. Elevate participated in the competitive process through a year-long nationally solicited RFP, including a multi-stage interview process. As a political subdivision of the State of Alaska, the Borough is allowed to participate in this contract with the same pricing structure.

In accordance with WMC Section 5.10.050, Section I., approval is requested to sole source the procurement of the Aerial and LiDAR imagery through Elevate UAS for Priority Areas 1, 2, and 3 in the total amount of \$33,519. Funding for this procurement is proposed to come from the Industrial Construction Fund.

Resolution 05-21-1586, also on this agenda, authorizes the additional \$9,425 necessary to fund the Priority 3 area work.

## ESTIMATE



Saturday, April 17, 2021

## ESTIMATE FOR

**Wrangell Capital Facilities Department**  
**Amber Al-Haddad**  
 aal-haddad@wrangell.com  
 907-874-3902

## ESTIMATE FROM

**Elevate UAS**  
 6036 SW 18th Dr  
 Portland, OR 97239  
 541-521-6670

## JOB DESCRIPTION

Elevate will collect UAS-LiDAR to generate a LiDAR pointcloud and high-resolution DEM in Wrangell, AK for Wrangell Capital Facilities Department. The scanner will be a Phoenix LiDAR Riegl miniRANGER with STIM300 IMU capable of up to 5 returns/pulse. A base station will be set up nearby where static observations can be collected at 1Hz for PPK processing LiDAR data. Initial flight planning will be done prior to mobilization with additional detailed flight planning conducted on site. Flight plan will be submitted on Airmap to notify any potential local air traffic of UAS activity in the vicinity. A classified LiDAR pointcloud, DSM, DEM, and orthomosaic will be provided to Amber Al-Haddad / Wrangell Capital Facilities Department by secure file transfer or sending a thumb drive to a physical mailing address.

## ASSUMPTIONS

1. Work beyond the estimated amount and agreed to by the client will only be completed with approval of the Project Manager.
2. Elevate is not legally liable for any decisions made based on delivered data products.
3. Detailed change analysis will be conducted through alignment, scaling, and registration with historical airborne LiDAR or IFSAR.
4. If manned aircraft enters the local airspace, the UAS pilot will follow FAA guidelines and either yield to manned air traffic or ground the UAS until the airspace is cleared.

## DELIVERABLE ITEMS

1. Raw and Classified pointcloud in .las or .laz format. Classifications will be 1 - unclassified, 2 - ground, and 7 - noise following ASPRS classification codes. If further classification is desired it may require additional fees for additional classifications.
2. DSM generated from first return points in pointcloud, in .tif format
3. DEM generated from ground classified points in .tif format.
4. Orthomosaic in .tif format.

**Deliverable Schedule:** Estimated time for post-processing all data into final deliverable items is approximately 4 weeks after returning from the field.



Description	Quantity	UOM	Rate		Amount
Pre-flight planning	12	HR	\$	50.00	\$ 600.00
Car rental	3	DAY	\$	100.00	\$ 300.00
Generator + Tripod	3	DAY	\$	50.00	\$ 150.00
Pilot - weekend day rate	2	DAY	\$	1,250.00	\$ 2,500.00
Spotter - weekend day rate	2	DAY	\$	700.00	\$ 1,400.00
Pilot - standard day rate	1	DAY	\$	900.00	\$ 900.00
Spotter - standard day rate	1	DAY	\$	450.00	\$ 450.00
Flight & scouting - m600 + z30	1	DAY	\$	750.00	\$ 750.00
Flight & data collection - LiDAR	2	DAY	\$	4,250.00	\$ 8,500.00
Lodging - pilot (DOD rates Wrangell, AK)	3	DAY	\$	250.00	\$ 750.00
Lodging - spotter (DOD rates Wrangell, AK)	3	DAY	\$	250.00	\$ 750.00
M&IE - pilot (DOD rates Wrangell, AK)	4	DAY	\$	118.00	\$ 472.00
M&IE - spotter (DOD rates Wrangell, AK)	4	DAY	\$	118.00	\$ 472.00
Post-Processing imagery	35	HR	\$	65.00	\$ 2,275.00
Post-Processing LiDAR	45	HR	\$	85.00	\$ 3,825.00

**Total Estimated Cost \$ 24,094.00**





## ESTIMATE



Wednesday, May 05, 2021

## ESTIMATE FOR

Wrangell Capital Facilities Department

Amber Al-Haddad

aal-haddad@wrangell.com

907-874-3902

## ESTIMATE FROM

Elevate UAS

6036 SW 18th Dr

Portland, OR 97239

541-521-6670

## JOB DESCRIPTION

Elevate will collect UAS-LiDAR to generate a LiDAR pointcloud and high-resolution DEM in Wrangell, AK for Wrangell Capital Facilities Department. The scanner will be a RockRobot R2A with Inertial Labs IMU capable of up to 3 returns/pulse with up to 720,000 points/s. A base station will be set up nearby where static observations can be collected at 1Hz for PPK processing LiDAR data. Initial flight planning will be done prior to mobilization with additional detailed flight planning conducted on site. Flight plan will be submitted on Airmap to notify any potential local air traffic of UAS activity in the vicinity. A classified LiDAR pointcloud, DSM, DEM, and orthomosaic will be provided to Amber Al-Haddad / Wrangell Capital Facilities Department by secure file transfer or sending a thumb drive to a physical mailing address.

## ASSUMPTIONS

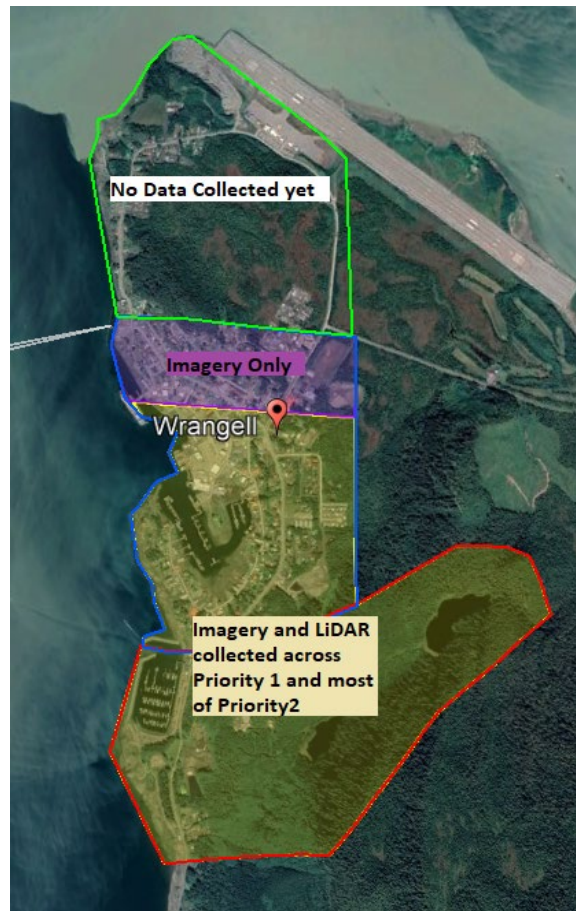
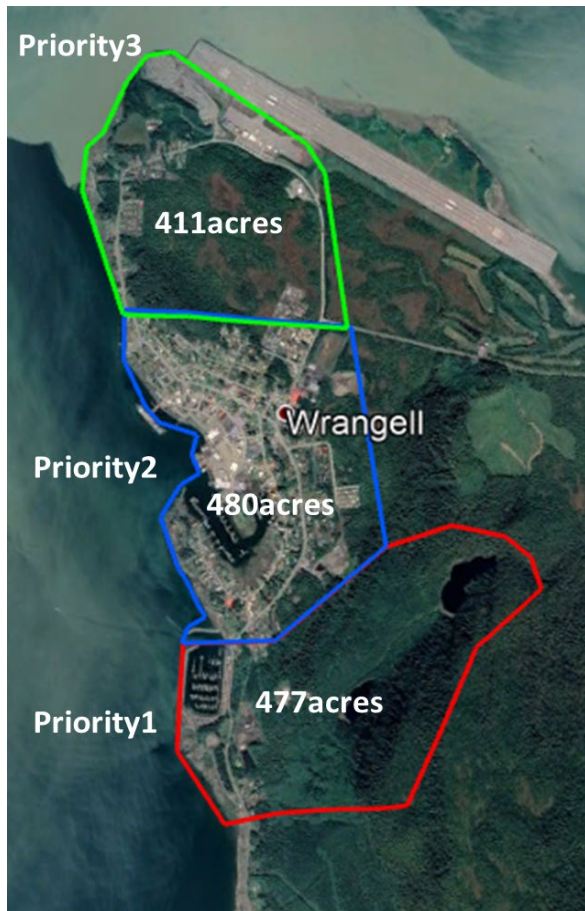
1. Work beyond the estimated amount and agreed to by the client will only be completed with approval of the Project Manager.
2. Elevate is not legally liable for any decisions made based on delivered data products.
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4. If manned aircraft enters the local airspace, the UAS pilot will follow FAA guidelines and either yield to manned air traffic or ground the UAS until the airspace is cleared.

## DELIVERABLE ITEMS

1. Raw and Classified pointcloud in .las or .laz format. Classifications will be 1 - unclassified, 2 - ground, and 7 - noise following ASPRS classification codes. If further classification is desired it may require additional fees for additional classifications.
2. DSM generated from first return points in pointcloud, in .tif format
3. DEM generated from ground classified points in .tif format.
4. Orthomosaic in .tif format.

**Deliverable Schedule:** Estimated time for post-processing all data into final deliverable items is approximately 4 weeks after returning from the field.

Description	Quantity	UOM	Rate		Amount
Pre-flight planning	2	HR	\$	50.00	\$ 100.00
Pilot - standard day rate	1.5	DAY	\$	900.00	\$ 1,350.00
Spotter - standard day rate	1.5	DAY	\$	450.00	\$ 675.00
Flight & scouting - m600 + z30	0.5	DAY	\$	750.00	\$ 375.00
Flight & data collection - LiDAR	1	DAY	\$	4,250.00	\$ 4,250.00
Post-Processing imagery	15	HR	\$	65.00	\$ 975.00
Post-Processing LiDAR	20	HR	\$	85.00	\$ 1,700.00
Total Estimated Cost Priority 3					\$ 9,425.00



UNMANNED AERIAL VEHICLE (DRONE)  
SERVICES  
Led by the State of **Virginia**

Participating Addendum #: 2020DRONE0001

Master Agreement #: E194-79435

Contractor: ELEVATE UAS LLC

Participating Entity: STATE OF ALASKA

The following products or services are included in this contract portfolio:

- All products and accessories listed on the Contractor page of the NASPO ValuePoint website.

Master Agreement Terms and Conditions:

1. Scope: This addendum covers the Unmanned Aerial Vehicle (Drone) Services led by the Commonwealth of Virginia for use by state agencies and other entities located in the Participating State of Alaska authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
2. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher education, political subdivisions and other entities authorized to use statewide contracts in the State of Alaska. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Emma Smith
Telephone:	541-543-9018
Email:	<a href="mailto:esmith@elevateuas.com">esmith@elevateuas.com</a>

Participating Entity

Name:	Eric Verrelli
Address:	333 Willoughby Ave. Suite 801 Juneau AK, 99801
Telephone:	907-465-5674
Email:	<a href="mailto:Eric.verrelli@alaska.gov">Eric.verrelli@alaska.gov</a>

UNMANNED AERIAL VEHICLE (DRONE)  
SERVICES  
Led by the State of **Virginia**

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4. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER  
AGREEMENT

These modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

☐ No changes to the terms and conditions of the Master Agreement are required.

☒ The following changes are modifying or supplementing the Master Agreement terms and conditions.

**Order of Precedence:**

- a) A Participating Entity's Participating Addendum;
- b) NASPO ValuePoint Master Agreement Terms & Conditions, including all Exhibits;
- c) An Order issued against the Master Agreement;
- d) The Solicitation, RFP # E194-79435 Unmanned Aerial System Services; and

**RFP Document – Statement of Needs – Section C** has been incorporated into this Participating Addendum.

This contract, and its related pricing schedule, is for drone services that do not require professional services. Should professional services such as a professional licensed surveyor be required, the contract vendor and the government agency will work in coordination with one another to utilize a sub-contractor or in-house professional at an additional cost beyond the current pricing schedule under this contract.

**Administrative Fees:** The Master Agreement allows Participating States and Entities to incorporate an administrative fee into the published Master Agreement pricing.

Contractor shall submit a check, payable to the State of Alaska, remitted to the Department of Administration, Division of General Services for the calculated amount equal to 1.5% of the net sales under this PA for the quarterly period including both State of Alaska Agencies and its Political Subdivisions.

Contractor must include the PA Number on the check. Those checks submitted to the State without the PA Number will be returned to Contractor for additional identifying information.

Administrative fee checks shall be submitted to:

ATTN: Purchasing Section

UNMANNED AERIAL VEHICLE (DRONE)  
SERVICES  
Led by the State of **Virginia**

State of Alaska  
Department of Administration  
Division of General Services  
PO Box 110210  
Juneau, AK 99811-0210

The administrative fee shall not be included as an adjustment to Contractor's Master Agreement pricing and shall not be invoiced or charged to the ordering agency.

Payment of the administrative fee is due irrespective of payment status on any orders from a Purchasing Entity.

Administrative fee checks are due for each quarter as follows:

<u>Reporting Period</u>	<u>Due Date</u>
State Fiscal Quarter 1 (Jul 1 - Sept 30):	Oct 31
State Fiscal Quarter 2 (Oct 1 - Dec 31):	Jan 31
State Fiscal Quarter 3 (Jan 1 - Mar 31):	Apr 30
State Fiscal Quarter 4 (Apr 1 - Jun 30):	Jul 31

Any quarter with zero sales must be reported as zero sales. This may be done electronically via email to the State of Alaska contact listed in this PA.

**Purchasing Options for Executive Branch Agencies, Non-Executive Branch Agencies, and Political Subdivisions:** All products and accessories listed on the Contractor page (Elevate Pricing Catalog) of the NASPO ValuePoint website.

No additional documents will be signed by the purchasing entity for both government agencies or political subdivisions, no additional terms and conditions will be placed on orders through the Contractor. If a purchasing entity mistakenly agrees to additional terms not included in this Participating Addendum or Master Agreement, those terms and conditions voided.

**Reporting:** Detailed Sales Data Required Reports: Contractor must submit quarterly reports to the Contracting Officer assigned by the State to manage this Participating Addendum. Report must show detailed sales data by customer type, e.g. state entity, local government, higher education and K12. These reports are due thirty days after the end of the quarter.

<u>Reporting Period</u>	<u>Due Date</u>
State Fiscal Quarter 1 (Jul 1 - Sept 30):	Oct 31
State Fiscal Quarter 2 (Oct 1 - Dec 31):	Jan 31

UNMANNED AERIAL VEHICLE (DRONE)  
SERVICES  
Led by the State of **Virginia**

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State Fiscal Quarter 3 (Jan 1 - Mar 31): Apr 30

State Fiscal Quarter 4 (Apr 1 - Jun 30): Jul 31

(NOTE: submitting a copy of the detailed report that is submitted to NASPO for the state of Alaska will suffice)

**Website Requirement:** The Contractor NASPO ValuePoint website for Alaska must include at a minimum the following:

- a. Detailed information regarding all the products and options available through this contract;
- b. Local sales contact information;
- c. Single point of contact for order and invoice issues;
- d. An escalation path for unresolved issues; and
- e. Instructions pertaining to remote device placements.

5. Lease Agreements: “**Reserved**”.]

6. Subcontractors: All contactors, dealers, and resellers authorized in the State of Alaska, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor’s dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

7. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

UNMANNED AERIAL VEHICLE (DRONE)  
SERVICES  
Led by the State of **Virginia**

IN WITNESS, WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: State of Alaska	Contractor: Elevate UAS LLC
Signature: 	Signature: 
Name: Eric Verrelli	Name: Colgan Smith
Title: Statewide Contracting Officer III	Title: Owner
Date: 2/28/2020	Date: 02/28/2020

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Contracting Coordinator:	
Telephone:	
Email:	

***[Please email fully executed PDF copy of this document to***

***[PA@naspovaluepoint.org](mailto:PA@naspovaluepoint.org)***

***to support documentation of participation and posting in appropriate data bases.]***



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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	May 11, 2021
	<u>Agenda Section</u>	<b>13</b>

Approval of a Professional Services Agreement with PND Engineers in the Amount of \$69,542 for the Non-Motorized Transportation System Scoping Project

SUBMITTED BY:

Amber Al-Haddad, Capital Facilities Director

FISCAL NOTE:

**Expenditure Required:** \$69,542

FY 20: \$	FY 21: \$69,542	FY22: \$
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**Amount Budgeted:**

**Account Number(s):**

80000-142-9002-00-00000

**Account Name(s):**

CIP Fund for Non-Motorized  
Transportation System Project

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

\$504,577

Reviews/Approvals/Recommendations

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

ATTACHMENTS: 1. Weighted Scoring Matrix – Non-Motorized Transportation System – Statement of Qualifications; 2. PND Engineers Proposal No. 21J031 April 29, 2021

**RECOMMENDATION MOTION:**

Move to Approve a Professional Services Agreement with PND Engineers in the Amount of \$69,542 for the Non-Motorized Transportation System Scoping Project.

**SUMMARY STATEMENT:**

The CBW issued a Request for Qualifications (RFQ) for the Non-Motorized Transportation System Project, for engineering design services. The purpose of the solicitation was to seek Statements of

Qualifications from qualified firms to provide these services for the engineering design of the Non-Motorized Transportation System. In response, the CBW received and opened two proposals from consulting firms proHNS, LLC and PND Engineers. The CBW convened an evaluation committee and evaluated and ranked the qualifications of the proposers based on the weighted criteria below, as outlined in the RFQ:

- Capability to Perform	25	Points
- Qualifications and Experience	20	Points
- Methodology, Approach, Timeline	25	Points
- Experience with Sensitive Habitats/Permitting	<u>30</u>	Points
Total Points	100	Points

Scoring of qualifications was very close between the two firms:

- proHNS 84.0 Points
- PND 86.5 Points

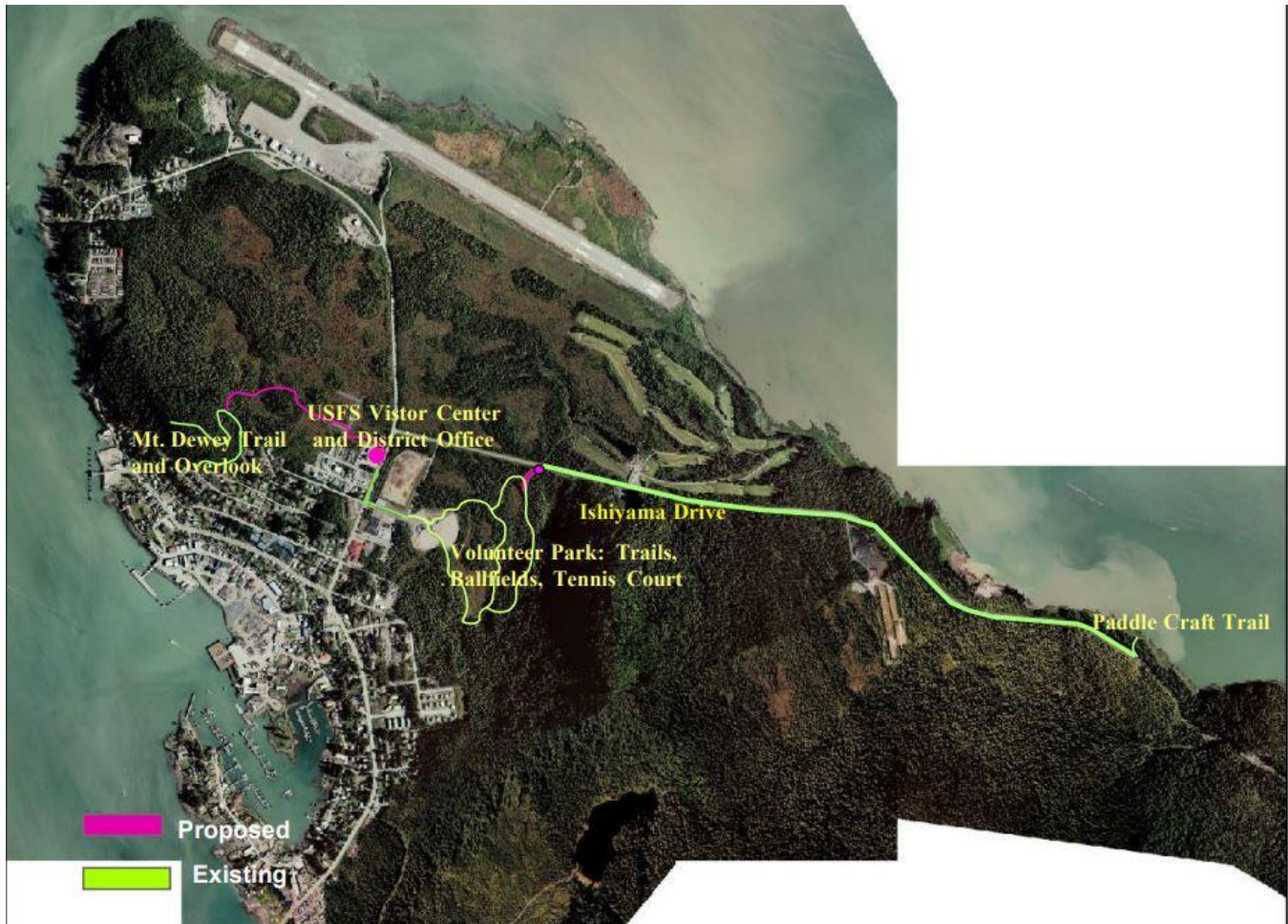
As outlined in the RFQ, the Borough moved to negotiate with the highest ranked firm for a fee proposal. While PND's initial fee proposal was found to be reasonable, it was approximately \$10,000 more than the project estimated design services in the 2014 grant application to Federal Highway Administration (FHWA). With seven years having passed since the project costs were developed, at the recommendation of FHWA, we revised the scope of work and developed a Scoping Project to be able to proceed with project planning, including US Army Corps of Engineers (USACE) wetland permitting and survey work, to aid in defining potential design scenarios and their associated costs. Much of the scoping project scope of work was included in the original design project scope of work; however, it has been modified slightly to include additional design scenarios and the USACE wetland and ADOT driveway permitting applications (some of which were thought could be handled by CBW staff).

A Scoping Project is covered at the same 90.97% FLAP and 9.03% local match level as an engineering design project. The difference between the two types of projects is that FHWA will not fund a design project without construction occurring thereafter, otherwise no design expense would be reimbursed. They will however fund a scoping project as one project before proceeding with a subsequent design and construction project. FHWA staff recommended that the scoping project will reduce our project cost obligation risk. Once the scoping project is complete, with final design and construction costs identified, we would be better suited to request additional design and construction funds from FHWA around the end of their fiscal year in September 2021.

Staff recommend approving a PSA with PND Engineers in the amount of \$69,542 for the Non-Motorized Transportation System Scoping Project. At a cost of \$69,542, the required local match to the scoping project is \$6,279.64. The current grant award is in the amount of \$454,577 and the CBW has contributed \$50,000 as a cash match to this project, as approved in the FY21 CIP Capital Project Budget. In kind labor may also be used as the match, and to date the USFS has contributed approximately \$16,000 with their NEPA support work. There has also been subsequent CBW and USFS staff labor contributions which have not yet been fully compiled. All in kind labor contributed

throughout the project will be used to either offset or supplement our cash match, as found necessary by the final project cost.

The map below depicts the conceptual plan for the Mt Dewey Trail extension (the longer pink route), a trailhead parking area on Bennett Street (the largest pink circle), a Volunteer Trail extension to Ishiyama Drive (short pink route), and a parking area for the Paddle Craft Trail (not identified by object but it would be located at the beginning of the gravel surfacing on Spur Road near the Paddle Craft Trail).



City and Borough of Wrangell  
Non-Motorized Transportation System Design - Statement of Qualifications  
Evaluation to Determine Ranking of Firms

Weighted Scoring Matrix					
Evaluation Criteria	Weight	PND Engineers		proHNS	
		Rating Factor	Score	Rating Factor	Score
Capacity to Perform	25	0.87	21.75	0.83	20.75
Qualifications and Experience	20	0.88	17.6	0.83	16.6
Methodology, Approach and Timeline	25	0.83	20.75	0.81	20.25
Experience with Sensitive Habitats/Permitting	30	0.88	26.4	0.88	26.4
Score Total (total available weight = 100)	100	86.5		84	

Firms have been rated using the following qualitative rating factors for each criteria. Multiply the Weight by the Rating Factor for each criteria Score.

- 1.0 = Outstanding
- 0.8 = Excellent
- 0.6 = Good
- 0.4 = Fair
- 0.2 = Poor
- 0.0 = Unsatisfactory

Tasks	Billing Rate	Senior Eng. VII	Senior Eng. IV	Senior Eng. II	Tech. V	CAD Design VI	LS III	LS II	Field Crew 2	Corvus LA	Corvus LA	Labor	Subs.	Expenses	Subtotal	Total
		DS	TB/SS	MH	LS	BB/KL	IB	MS	PND	PB	CM					
<b>1</b>	<b>Value Engineering Assessment (Desktop) &amp; Kickoff Meeting</b>															
1.1	Contract Administration, Project Management & Client Coord.	3			1					1	2	\$755	\$556		\$1,311	
1.2	Review 2014 Shields Report	1	3								3	\$705	\$545		\$1,250	
1.3	Update Cost Estimate with Trail Options	1	6								4	\$1,200	\$726		\$1,926	
1.4	Prepare Brief Tech Memo with Illustrations		2							1	5	\$330	\$1,100		\$1,430	
1.5	Kickoff Meeting with Steering Committee & Update TMO	2	2								6	\$750	\$1,089		\$1,839	\$7,755
<b>2</b>	<b>Site Investigations</b>															
2.1	Contract Administration, Project Management & Client Coord.	2	1							1	1	\$585	\$374		\$959	
2.2	Eng & LA Site Visit - Prep, Travel, Mobe & Demobe		10		1						10	\$1,775	\$1,815	\$2,886	\$6,476	
2.3	Field Recon Parking, Trail Alignment, Hydrology, Soils & Wetlands		24								32	\$3,960	\$5,808		\$9,768	
2.4	Survey Crew Office Prep, Travel, Mobe & Demobe						8		10			\$3,440	\$0	\$5,576	\$9,016	
2.5	Establish H&V Control Monumentation								4			\$960	\$0		\$960	
2.6	Mt. Dewey Trail Alignment - 25' Corridor Topography								24			\$5,760	\$0		\$5,760	
2.7	Mt. Dewey Parking Lot and Bennett St. ROW Topo								4			\$960	\$0		\$960	
2.8	Volunteer Park / Ishyama Connector Trail - 25' Corridor Topo								6			\$1,440	\$0		\$1,440	
2.9	Paddle Craft Parking Area Topo								6			\$1,440	\$0		\$1,440	
2.10	Compile and Reduce Field Data								8			\$1,920	\$0		\$1,920	
2.11	Network Adjustment & Create Base Maps							24				\$2,880	\$0		\$2,880	
2.12	QA/QC & Final Survey Deliverables	1	1				6	2				\$1,395	\$0		\$1,395	\$42,974
<b>3</b>	<b>Conceptual Development of Options &amp; Permitting</b>															
3.1	Contract Administration, Project Management & Client Coord.	1	2							1	1	\$540	\$374		\$914	
3.2	Plan and Profile Concept - Mt. Dewey & Volunteer Park Trails	1	8			4					8	\$2,030	\$1,452		\$3,482	
3.3	Conceptual Sections & Details - USFS Stds	1	4			4					4	\$1,370	\$726		\$2,096	
3.4	Parking Areas - Concept Plans	1	4			6					2	\$1,620	\$363		\$1,983	
3.5	Material Quantity Calculations & Cost Estimate Update	1	4								2	\$870	\$363		\$1,233	
3.6	ADOT&PF Driveway Permit App. - Mt. Dewey Parking Area Only	1	10			4						\$2,360	\$0		\$2,360	
3.7	USACE NWP Application - Assume less than 0.5 Acre Wetlands	1	16			8					6	\$3,850	\$1,089		\$4,939	
3.8	2 Design Review Meetings with Steering Committee - Video Conf.	2	4								4	\$1,080	\$726		\$1,806	\$18,813
	<b>Subtotal Hrs</b>	<b>19</b>	<b>101</b>	<b>0</b>	<b>2</b>	<b>26</b>	<b>14</b>	<b>26</b>	<b>62</b>	<b>4</b>	<b>90</b>					
	<b>Subtotal \$</b>	<b>\$3,990</b>	<b>\$16,665</b>	<b>\$0</b>	<b>\$250</b>	<b>\$3,250</b>	<b>\$1,820</b>	<b>\$3,120</b>	<b>\$14,880</b>	<b>\$770</b>	<b>\$16,335</b>	<b>\$43,975</b>	<b>\$17,105</b>	<b>\$8,462</b>	<b>\$69,542</b>	<b>\$69,542</b>

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	May 11, 2021
	<u>Agenda Section</u>	<b>13</b>

Approval of Amendment No. 1 to the Professional Services Agreement with Shannon & Wilson for the Reservoir Bypass Project in the amount of \$68,607

SUBMITTED BY:

Amber Al-Haddad, Capital Facilities Director

FISCAL NOTE:

**Expenditure Required:** \$68,607

FY 21: \$68,607	
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**Amount Budgeted:**

**Account Number(s):**

72300-000-7900-00-72002	
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**Account Name(s):**

Reservoir Bypass Project CIP Fund	
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**Unencumbered Balance(s) (prior to expenditure):**

Reviews/Approvals/Recommendations

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

**ATTACHMENTS:** 1. Shannon & Wilson fee proposal dated April 3, 2021 titled Proposal for Wrangell Upper Dam Modifications Design – Additional Services

**RECOMMENDATION MOTION:**

Move to approve Amendment No. 1 to the Professional Services Agreement with Shannon & Wilson for the Reservoir Bypass Project in the amount of \$68,607.

**SUMMARY STATEMENT:**

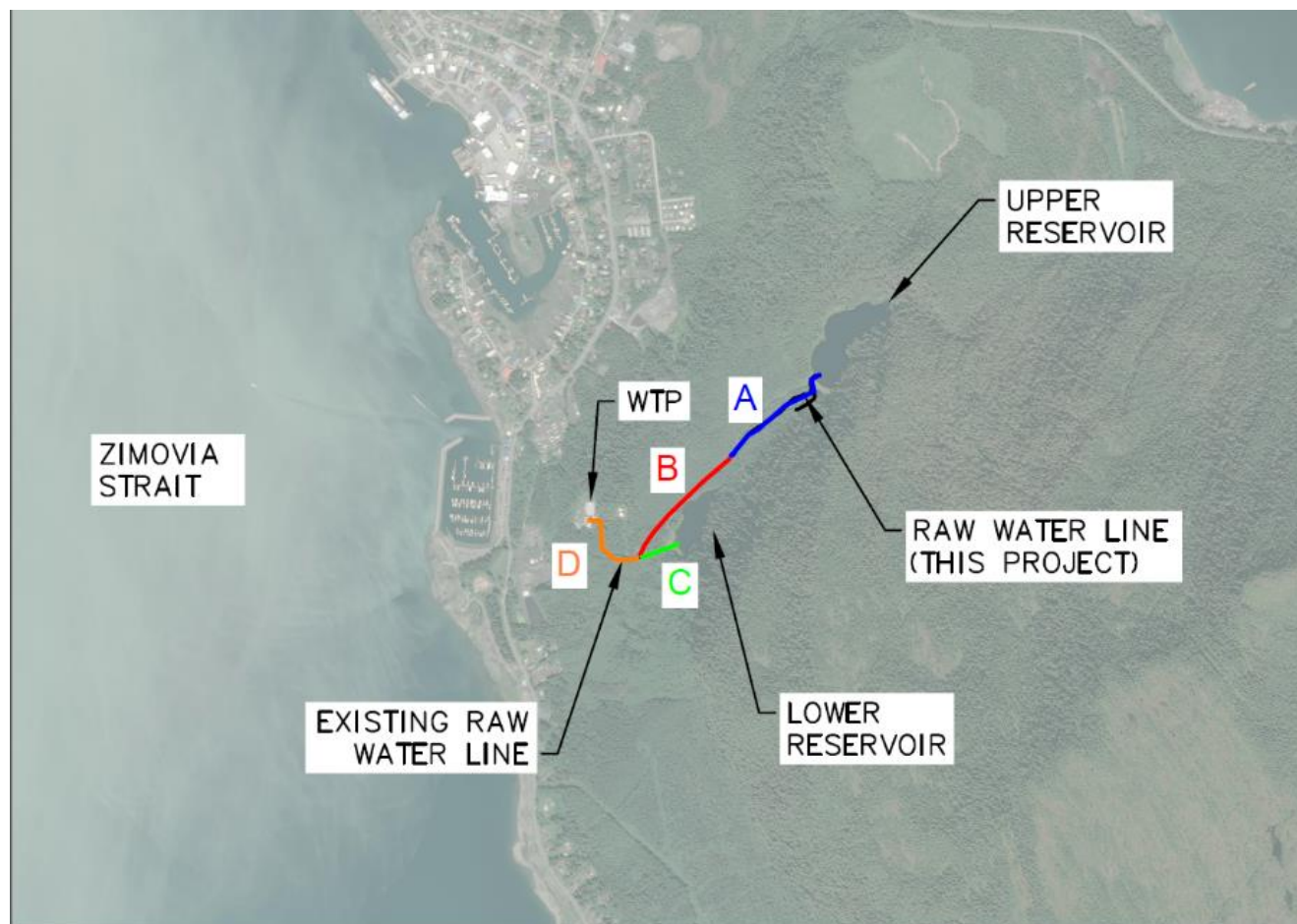
In the early stages of design of this project, we discussed including an additive alternate in the engineering design and bid schedule to replace the existing Ductile Iron Pipe (DIP) with HDPE. After

performing a pressure test on the existing DIP and inspecting the open end where the pipe terminates, both with good results, it was decided that the DIP was in excellent condition and did not warrant consideration for replacing it. The pipe has been in the ground for almost 20 years. And while DIP has been deemed a 50-year product, based on our own experience we know that these pipes are failing as early as 15 years.

After revisiting this matter, staff believe it is in the best interest of the public to pursue the surveying and development of an engineered design for the replacement of the existing pipes, from the open-end termination point to the water treatment plant. In the pipe sketch below, the blue line, identified as Section A, is the non-existing pipe which is already under contract to be designed in our project and was surveyed previously. The additional survey sections included in the Amendment No. 1 Scope of Work are the following:

- Red Line Section B is the existing Ductile Iron Pipe (DIP) that was partially installed for the bypass. It has never had water flowing through it, is open ended where it connects to Section A, and is connected on the bottom end to Section C, which is the existing pipe from the Lower Reservoir to the Treatment Plant. It would be ideal to replace this pipe with HDPE if funding is available during a future construction project.
- Green Line Section C is the upper portion of the existing, in-use DIP from the Lower Reservoir to the Treatment Plant. The intersection of Section C with Section D is there the Upper reservoir pipe connects to the existing. It would be ideal to replace this pipe with HDPE if funding is available during a future construction project.
- Orange Line Section D is the lower portion of the existing, in-use DIP from the Lower Reservoir to the Treatment Plant. It would be ideal to replace this pipe with HDPE if funding is available during a future construction project.





We know the balance of the State grant is not sufficient to construct this project, but there is a balance of grant funds that could be used toward this additional design task. Unused grant funds are slated to be returned to the State at the grant lapse date, currently scheduled for June 30, 2022.

As future funds are secured for construction of this project, by having the pipe replacement developed as an additive alternative to the bid schedule, we would have the ability to consider it for award, or not, as funds allowed. Developing the design in this manner would also allow us to consider it, with minor modifications to the construction contract documents, under a subsequent project down the road.

Due to the lack of as-built information for much of the existing pipeline, considerable survey effort is required for this work. Staff recommend approving Amendment No. 1 to the PSA with Shannon & Wilson for the Reservoir Bypass Project in the amount of \$68,607. Funding is scheduled to come from the State of Alaska DCCED Grant for this project.

April 3, 2021

City and Borough of Wrangell  
PO Box 531  
Wrangell, Alaska 99929

Ms. Amber Al-Haddad, Capital Facilities Director

**RE: PROPOSAL FOR UPPER WRANGELL DAM MODIFICATIONS DESIGN,  
ADDITIONAL SERVICES, WRANGELL, ALASKA;**

We are pleased to submit herein our proposed scope and fee for providing additional design services for the City and Borough of Wrangell (CBW). This work is an extension to a currently underway design of the Upper Dam Bypass. The previously authorized work includes designing a siphon and bypass pipe that runs in the existing spillway and connects to an existing pipe that runs part way from the Water Treatment Plant up to the Upper Reservoir. You have requested that additional services be included in our work to design a replacement for the existing pipe as an additive alternate for the construction project. Design team members and responsibilities authorized under our current scope of work are the same for these additional services.

**SCOPE OF SERVICES**

Our scope of work includes an addition of survey, design, and permitting for an additional approximately ½ mile of replacement water line from the Upper Reservoir to the Water Treatment Plant, and an surveying an additional approximately 400 feet of existing pipeline from the Lower Reservoir to the pipe feeding the Water Treatment Plant. Brief descriptions of the additional scope for each team member are described below.

**Shannon & Wilson:**

Shannon & Wilson will require a nominal additional fee as we envision that the geotechnical engineering recommendations for the new pipe already authorized will be appropriate for the replacement pipe. We have included a small amount of hours for additional coordination/management of our subs. We have also included the State Dam Safety permit fee which we neglected to include in our original estimate.

Ms. Amber Al-Haddad  
City and Borough of Wrangell  
April 3, 2021  
Page 2 of 3

SHANNON & WILSON, INC.

**CRW:**

CRW will develop an extension of the topographic basemap that they are preparing for the already authorized work. They will then generate several plan and profile sheets for showing the line replacement work (estimated at approximately four additional sheets). CRW will continue to coordinate and assemble the design package to include the additional water line.

**R&M:**

R&M will conduct the land survey activities needed to support the design of the replacement water line. The work will include a land-based survey for overland topography and we assume that the CBW will be able to stake the location of the water line prior to the survey mobilization.

**Solstice:**

Solstice is preparing and submitting a US Army Corp of Engineers (USACE) Wetlands Permit. The additional scope included in this estimate includes the additional permitting effort that will be needed for the replacement pipe.

**SCHEDULE**

We understand that the schedule for this work is dictated by grant funding that is due to expire at the end of June 2021. You have indicated that you are seeking an extension of the funding, but we will strive to complete our scope of work, including the additional services included herein by the original grant end date. We will work with the agencies to the extent practicable to expedite reviews and maintain schedule. If we anticipate delays, we will notify you as soon as possible.

**ESTIMATED COST AND FEE BASIS**

We are prepared to undertake the work on a time and materials basis as outlined on the attached summary cost estimate. The attachments include estimates from our subcontractors which are included in the overall summary cost estimate. We will not exceed the maximum quoted value in our estimate without your prior approval. It should be noted that the costs outlined on the attached spread sheet should be considered approximate. It may become evident through the course of our work that additional fees may be needed to accommodate unforeseen circumstances such as additional coordination time needed with agencies, additional analysis

Ms. Amber Al-Haddad  
City and Borough of Wrangell  
April 3, 2021  
Page 3 of 3

**SHANNON & WILSON, INC.**

effort, weather or public health delays during site visits, etc. To clarify the nature of our work, we have also enclosed for your use *Important Information about your Geotechnical/Environmental Proposal*. We assume this work will be conducted as an amendment to our current professional services agreement.

If you have any questions or comments or wish to revise the scope of our services, please contact the undersigned at (907) 433-3219. We look forward to the opportunity to continue to work with you on this project.

Sincerely,

**SHANNON & WILSON, INC.**



Digitally signed by Kyle  
Brennan, P.E.  
Date: 2021.04.03 18:00:55  
-08'00'

Kyle Brennan, P.E.  
Vice President

Encl:   Summary Cost Estimate  
          Subcontractor Cost Estimates  
          Important Information About Your Geotechnical/Environmental Proposal  
          Standard General Terms and Conditions

SHANNON &amp; WILSON, INC.

**SUMMARY COST ESTIMATE****UPPER RESERVOIR MODIFICATIONS DESIGN SERVICES****COST****1. Shannon & Wilson****\$2,420****Project Management and Coordination**

Principal 2 hr. @ \$230 per hr. = \$460

Senior Engineer III 6 hrs. @ \$160 per hr. = \$960

**Dam Safety Office Coordination**

Permit Fee 1 @ \$1,000 each = \$1,000

**2. CRW - Design Services****\$20,240****3. R&M - Survey Services****\$40,282****4. Solstice - Permitting Services****\$5,665****TOTAL: \$68,607**

City & Borough of Wrangell Upper Reservoir Bypass--Addtl Water Line Design Civil Engineering Services - Fee Estimate March 2021	Footnotes	Engineer XX (Jon Hermon)	Engineer XVI (Rebecca Venot)	Engineer VII (Will Kemp)	Engineer VII	Technician XVI	Administrative IV	Total CRW Labor	Subnotes	Misc. CRW Expenses	Task Totals
TASK	1	\$215	\$195	\$175	\$145	\$150	\$95			Cost x 1.10	
<b>A. Additional Water Line Design</b>	2										
1 Project Management		2					2	\$620		\$10	\$630
2 Survey Coordination	3	1		2				\$565		\$10	\$575
3 Geotechnical Considerations	4			2				\$350		\$10	\$360
4 Develop Basemap				4		12		\$2,500		\$30	\$2,530
5 90% Design Plan and Profile Drawings (4 sheets assumed)				8	16			\$3,720		\$40	\$3,760
6 100% Design Plan and Profile Drawings				4	8			\$1,860		\$20	\$1,880
7 90% Design Detail Sheets (1 addtl assumed)				6		12		\$2,850		\$30	\$2,880
8 100% Design Detail Sheets				4		8		\$1,900		\$20	\$1,920
9 Update Specifications				4				\$700		\$10	\$710
10 Update Cost Estimate				3	6			\$1,395		\$20	\$1,415
11 Additional QA/QC Review		2						\$430		\$10	\$440
12 Environmental Permitting Coordination	5			2				\$350		\$10	\$360
13 ADEC Review Additional Cost	6	1		1				\$390		\$550	\$940
<b>Subtotal Task A:</b>		6	0	40	30	32	2	\$17,630		\$770	\$18,400
<b>B. Not Used</b>											
<b>Subtotal Task B:</b>		0	0	0	0	0	0	\$0		\$0	\$0
<b>C. Not Used</b>											
<b>Subtotal Task C:</b>		0	0	0	0	0	0	\$0		\$0	\$0
<b>Total Hours:</b>		6	0	40	30	32	2	n/a		n/a	
<b>Total Costs:</b>		\$1,290	\$0	\$7,000	\$4,350	\$4,800	\$190	\$17,630		\$770	\$18,400
<b>TOTAL T&amp;M, Not-to Exceed Basic Services Fee Amount:</b>											<b>\$18,400</b>

## Footnotes:

- 1 Year 2021 standard rates are assumed for CRW labor. See May 2020 fee proposal for footnotes that still apply to the overall design.
- 2 One design package will be prepared for bidding, and additional water line work will be shown as an additive alternate.
- 3 Assumes that topographic survey will be conducted on site by others
- 4 Assumes that geotechnical recommendations will be provided by S&W.
- 5 Environmental permitting by others, CRW will provide project narrative details and figures to permitting firm.
- 6 Assumes additional cost of ADEC review fee for increased length of pipeline work.



## CRW ENGINEERING GROUP, LLC 2021 Fee Schedule

### LABOR RATES

Labor Category	Grade	Hourly Rate	Labor Category	Grade	Hourly Rate
Engineer/Land Surveyor	XXIV	\$235.00	Technician	XX	\$170.00
Engineer/Land Surveyor	XXIII	\$230.00	Technician	XIX	\$165.00
Engineer/Land Surveyor	XXII	\$225.00	Technician	XVIII	\$160.00
Engineer/Land Surveyor	XXI	\$220.00	Technician	XVII	\$155.00
Engineer/Land Surveyor	XX	\$215.00	Technician	XVI	\$150.00
Engineer/Land Surveyor	XIX	\$210.00	Technician	XV	\$145.00
Engineer/Land Surveyor	XVIII	\$205.00	Technician	XIV	\$140.00
Engineer/Land Surveyor	XVII	\$200.00	Technician	XIII	\$135.00
Engineer/Land Surveyor	XVI	\$195.00	Technician	XII	\$130.00
Engineer/Land Surveyor	XV	\$190.00	Technician	XI	\$125.00
Engineer/Land Surveyor	XIV	\$185.00	Technician	X	\$120.00
Engineer/Land Surveyor	XIII	\$180.00	Technician	IX	\$115.00
Engineer/Land Surveyor	XII	\$175.00	Technician	VIII	\$110.00
Engineer/Land Surveyor	XI	\$170.00	Technician	VII	\$105.00
Engineer/Land Surveyor	X	\$165.00	Technician	VI	\$100.00
Engineer/Land Surveyor	IX	\$160.00	Technician	V	\$95.00
Engineer/Land Surveyor	VIII	\$155.00	Technician	IV	\$90.00
Engineer/Land Surveyor	VII	\$150.00	Technician	III	\$85.00
Engineer/Land Surveyor	VI	\$145.00	Technician	II	\$80.00
Engineer/Land Surveyor	V	\$140.00	Technician	I	\$75.00
Engineer/Land Surveyor	IV	\$135.00			
Engineer/Land Surveyor	III	\$130.00	Administrative	XIX	\$170.00
Engineer/Land Surveyor	II	\$125.00	Administrative	XVIII	\$165.00
Engineer/Land Surveyor	I	\$120.00	Administrative	XVII	\$160.00
			Administrative	XVI	\$155.00
Planner	XV	\$175.00	Administrative	XV	\$150.00
Planner	XIV	\$170.00	Administrative	XIV	\$145.00
Planner	XIII	\$165.00	Administrative	XIII	\$140.00
Planner	XII	\$160.00	Administrative	XII	\$135.00
Planner	XI	\$155.00	Administrative	XI	\$130.00
Planner	X	\$150.00	Administrative	X	\$125.00
Planner	IX	\$145.00	Administrative	IX	\$120.00
Planner	VIII	\$140.00	Administrative	VIII	\$115.00
Planner	VII	\$135.00	Administrative	VII	\$110.00
Planner	VI	\$130.00	Administrative	VI	\$105.00
Planner	V	\$125.00	Administrative	V	\$100.00
Planner	IV	\$120.00	Administrative	IV	\$95.00
Planner	III	\$115.00	Administrative	III	\$90.00
Planner	II	\$110.00	Administrative	II	\$85.00
Planner	I	\$105.00	Administrative	I	\$80.00

### SUPPLIES AND SERVICES

Direct Expenses and Supplies	Invoice + 10%
Subconsultants	Invoice + 10%
Meals (Per Diem)	\$60.00/day
In-House Expenses:	
Xerox (8-1/2 x 11)	\$0.10/copy
Xerox (11 x 17)	\$0.20/copy
Color Copies (8-1/2 x 11)	\$1.00/copy
Mileage (Federal Rate)	\$0.56/mile
Bond Plots	\$1.00/square foot
Mylar Plots	\$2.00/square foot



Project: Wrangell Reservoir Additional Topo Survey Task Order: \_\_\_\_\_  
R&M Engineering Project # \_\_\_\_\_

	Principal	Civil Engineer Level 4	Civil Engineer Level 2	Civil Engineer Level 1	Sr. Drafter	Registered Land Surveyor- Review	Survey Party Chief	Survey Party Chief OT	Survey Tech	Survey Tech OT	Expenses		Total Hours Per Task	Total Cost Per Task
Hourly Rate	\$200.00	\$170.00	\$140.00	\$130.00	\$120.00	\$140.00	\$130.00	\$150.00	\$90.00	\$110.00	1			
Survey & Geotech														
100' Wide Survey Corridor	1					2	28	8	64	26			129	\$12,740.00
180' Wide Survey Corridor / Dam & Spillway							20	6	48	12			86	\$9,140.00
Optional 100' Wide Survey Corridor							12	2	24	4			42	\$4,460.00
Travel to/From Wrangell							10		20				30	\$3,100.00
Total Hours Per Personnel	1	0	0	0	0	2	70	16	156	42	0		0	
Total Cost Per Personnel	\$200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$280.00	\$9,100.00	\$2,400.00	\$14,040.00	\$4,620.00	\$0.00		\$0.00	

\$29,440.00

Total Labor Hours	287
Total Labor Cost	\$30,640.00
Total Estimate	\$36,619.60

Non Labor Hour Expenses	Rate	Quantity or People	Days	Amount
Travel	\$500.00	2		\$1,000.00
Local Transportation	\$100.00	0	0	\$0.00
Extra Baggage	\$200.00	1		\$200.00
Survey Equipment	\$300.00	8		\$2,400.00
Per Diem	\$64.40	1	9	\$579.60
Lodging	\$200.00	1	9	\$1,800.00
				\$0.00
				\$0.00
Total Non Labor Hour Expenses				\$5,979.60

 3/23/2021  
Signature Date

[illegible]

### Notes:



Date: April 2021

To: Amber Al-Haddad

## **IMPORTANT INFORMATION ABOUT YOUR GEOTECHNICAL/ENVIRONMENTAL PROPOSAL**

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

### **HAVE REALISTIC EXPECTATIONS.**

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

### **DEVELOP THE SUBSURFACE EXPLORATION PLAN WITH CARE.**

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

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

### **READ GENERAL CONDITIONS CAREFULLY.**

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

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

### **HAVE YOUR CONSULTANT WORK WITH OTHER DESIGN PROFESSIONALS.**

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

**OBTAIN CONSTRUCTION MONITORING SERVICES.**

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

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

**REALIZE THAT ENVIRONMENTAL ISSUES MAY NOT HAVE BEEN ADDRESSED.**

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

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

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

**RELY ON YOUR CONSULTANT FOR ADDITIONAL ASSISTANCE.**

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

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

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	May 11, 2021
	<u>Agenda Section</u>	<b>15</b>

**Executive Session:** Borough Clerk's Annual Evaluation

SUBMITTED BY:

Kim Lane, Borough Clerk

FISCAL NOTE:

**Expenditure Required:** \$XXX Total

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

	FY20 \$XXX
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**Account Number(s):**

	XXXXX XXX XXXX
--	----------------

**Account Name(s):**

	Enter Text Here
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**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. Clerk's Evaluation Form (compiled from all Assembly Members) 2. Current Clerk's Contract.

**RECOMMENDATION MOTION** I move, pursuant to 44.62.320 (c) (2), that we recess into executive session to discuss matters that may tend to prejudice the reputation and character of any person, specifically the Borough Clerk's Evaluation.

### SUMMARY STATEMENT:

The Borough Assembly annually evaluates the Borough Clerk. The process for the evaluation was done a little differently this year. At a prior meeting, two Assembly Members were selected to meet

with the Borough Clerk and review the evaluations that were submitted by the Borough Assembly members.

After that meeting, this Executive Session was added to the Agenda so that the entire Assembly could meet in Executive Session to perform the annual review.

To: Honorable Mayor Prysunka and Borough Assembly Members  
 From: Kim Lane, MMC, Borough Clerk  
 Date: May 11, 2021  
 Re: Annual Clerk's Evaluation/Goals

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Here are some of the accomplishments that I have done during this past year:

- I successfully completed the annual records transfer and destruction for CY 2021.
- **Municode Meetings (Automated Agenda Management)** – I have continued to assist Department Heads with Municode. I am still thrilled that the Assembly allowed us to take this step in Agenda Management! In addition to assisting Department Heads, I have assisted the Borough Manager with prepping the Agenda Statements and supporting documents (i.e. Ordinances & Resolutions) in an effort to ease the process for her.
- **COVID and ZOOM** - Because of the need to go to teleconference meetings, Zoom has been our best friend! I have worked very hard to organize and make available the Zoom information for the Assembly, Staff, and the General Public. Now that we are slowly getting back to in-person Assembly Meetings, I have obtained two Meeting OWLS that acts as a microphone, speaker, and video camera. This will allow us to remain using Zoom, even when we are fully back to in-person meetings. I believe that public interest will steadily decrease however, I am hopeful because now there is another option for the public to listen in on the meetings.
- **Helping with the FY2022 Budget Preparation** – With the Finance Director leaving, the budget preparation has fallen on the Borough Manager's shoulders. We all know that it is a large task to take on! The Manager accepted my offer to assist with the budget workbook and department head meetings. What does that mean? Well, it means that after each department submitted their departmental budget worksheets, they are put into a FY 2022 Budget Excel Workbook. Each department has a main sheet and an expenditure detailed sheet. Some departments also have supporting sheets that consist of a revenue, capital equipment, travel, and training worksheet. I have gone into the main sheets, the detailed sheets and the supporting sheets and formatted them for accuracy and ease of reading. This is not an easy task; however, I was happy that I have the experience to assist.
- **Public Surplus** – I am very appreciative for this process! I am hopeful that by listing items on Public Surplus, we will save time and money! Also, we will reach a larger audience. We have already started using Public Surplus and so far, so good! I have worked with the Department Heads or their designee to assist in listing items and helping them to navigate the Public Surplus website. I have worked hard to be there to assist while essentially putting the "ball" in their court to publish items. I believe that assistance does not have to mean that I do all the work for them. Recently, I have spent a large amount of time at the old Wrangell Medical Center and have uploaded over 80 items for surplus! I have worked hard to get the "word" out to the general public to subscribe to receive notifications when new items are listed. I have seen several items receive bids and I am very excited to 1. receive revenue; 2. free up space; and 3. be able to offer items to the general public! I am excited that this process of listing surplus items is available to everyone.



- **Code Updates & Interpretations** – I have worked throughout the year with Department Heads to create Ordinances and for some of these, create fee schedules. I have worked with the Borough Attorney to ensure accuracy in the Ordinances as well. I have also assisted Departments and the public with interpreting the code and assisting them in where to look for ordinances and resolutions.
- **Cell Phones** – In the past, the role of managing city cell phones has fallen on the Finance Director. Since we do not have a Finance Director right now, I have taken on this task. I have reached out to each department to confirm that the cell phones listed are still active. I will be canceling several cell phones. The savings will be roughly \$4200 annually!
- **Website** – I often assist Departments and the General Public with navigating the Borough Website. I have tried to make the pages that I manage easy to find and understand. When calls come into the City here at City Hall about code or policy, I am the one who gets the call and provides assistance.
- **Emergency Operations Center (EOC)** – From early on in 2020, I have been an active member of the EOC. I have spent countless hours beyond normal business hours on Zoom calls and coming into City Hall to collaborate and compile News Releases. I cannot even begin to try and estimate the hours that have been spent doing this. Above that, I still have maintained by daily duties as the Borough Clerk. This has been an extremely stressful time for everyone. I will be happy when 2020 is in the rearview mirror.
- **Election** – We had a safe and successful election this past year. With all the concerns surrounding safety in relation to COVID-19, I was able to ensure that the Election Workers were fully informed on safety measures while allowing for an open election process. I am looking forward to the 2021 Election!!

**Below are my short-term or overall goals:**

- **Registered Parliamentarian (RP)** – As most or all of you know, I have my Master Municipal Clerk Certification. This is the highest certification that a Municipal Clerk can receive. I believe that the next step would be to pursue the Registered Parliamentarian (RP) certification. Honestly, I wish that I had pursued this years ago. Having my certification as a Registered Parliamentarian would enhance the effectiveness of the Assembly and give me the ability to provide informed advice during and outside of meetings. Again, I have reached the top level of being a Clerk and I believe that professionally, this should be my next step.

My first step would be to register with The National Association of Parliamentarians (NAP). The registration fee is \$125. There are several steps to becoming a Registered Parliamentarian and once I have applied, I will be given the next steps that I need to take to achieve that goal. The cost is \$129 if I become a NAP member. I have added this to my FY2022 budget in hopes that the Assembly will support this. There is an annual conference in September 2021 and will be held virtually. I would like to attend this conference.

- **Records Management** – I would really like to explore the Laserfiche Records Management module. Having this program would allow the me to effectively log and track all Borough Records. This includes, but is not limited to, annual records transfer and destruction. Currently, I track this by using an excel spreadsheet. This process works however, this just tells me where the record is and does not allow the me to view the item. By using the LF Records Management module, we can perform a complete Records Management process.

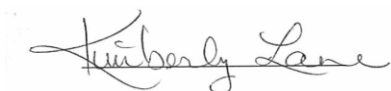
- The cost for the Records Management Software Module is \$6000.
- The annual maintenance cost is \$1177.
- **Code Review Committee** – I have been remiss on utilizing the Code Review Committee for in-depth Ordinances. I will be sure to reach out to the CRC when there are significant Ordinances for the Assembly to consider.
- **Possible Restructuring of the Administrative Team** – If this plan comes to fruition, I would be happy to assist in brainstorming and coming up with long-term solutions. I sincerely believe that if an assistant for the Borough Manager is not an option and restructuring the administrative team can be achieved, it would greatly improve morale and team collaboration while providing much needed assistance for our Borough Manager.
- **Conferences** – Professional Development for the Clerk is essential. Traveling to the Alaska Association of Municipal Clerks, the International Institute of Municipal Clerks, and the Laserfiche Empower convention provides a vast amount of training and networking with other Clerks in our region and around the country. I know that the perception can be that traveling is to get out of town and have fun however, I have embraced the training opportunities and have learned so much from both the training and the large number of clerks that I have met. It is very important (especially in our small community) to look at what other municipalities are doing and learn why they are doing them. I cannot even begin to guess the number of times I have changed for the better, the way I am doing things because there is a better way to do them. There is a provision in my contract that speaks to the approval of travel and training for professional development (Section 6). Last year when all unnecessary travel and training was cut from budgets, I also cut all of my travel and training. As stated in my FY2022 budget, I have a credit of \$1565 with AK Air for my canceled travel from 2020 (AAMC & IIMC). I would respectfully ask that I be allowed to attend these training opportunities to build on my Professional Development.

In addition, I have added some of the Assembly travel and training to the FY 2022 budget. I removed a couple of the conferences that usually involve charter flying to more remote areas (i.e. AML Summer Conference).

In closing, I want to express to each one of you just how much I appreciate you. 2020 was a very difficult year for everyone and there was a lot of pressure put on the Assembly to make tough decisions. I have seen a lot of ups and downs throughout my 9 years here and this past year, by far, was the hardest.

In reviewing the evaluations that were submitted by assembly members, I want to stress that I strive every single day to be the best that I can be in my job. That includes outside of work as well. I grew up in a military family and was taught that each family member represents the active-duty member. That branding has helped me to be impartial and sway away from negative comments in the community or if warranted, to assist with factual information.

Thank you so much,



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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	May 11, 2021
	<u>Agenda Section</u>	<b>15</b>

**Executive Session:** Borough Manager's Annual Evaluation

SUBMITTED BY:

Lisa Von Bargaen, Borough Manager

FISCAL NOTE:

**Expenditure Required:** \$XXX Total

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

	FY20 \$XXX
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**Account Number(s):**

	XXXXX XXX XXXX
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**Account Name(s):**

	Enter Text Here
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**Unencumbered Balance(s) (prior to expenditure):**

	\$XXX
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Reviews/Approvals/Recommendations

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

ATTACHMENTS: 1. Manager's Evaluation Form (compiled from all Assembly Members) 2. Current Manager's Contract.

**RECOMMENDATION MOTION** I move, pursuant to 44.62.320 (c) (2), that we recess into executive session to discuss matters that may tend to prejudice the reputation and character of any person, specifically the Borough Manager's Evaluation.

**SUMMARY STATEMENT:**

The Borough Assembly annually evaluates the Borough Manager. The process for the evaluation was done a little differently this year. At a prior meeting, two Assembly Members were selected to

meet with the Borough Manager and review the evaluations that were submitted by the Borough Assembly members.

After that meeting, this Executive Session was added to the Agenda so that the entire Assembly could meet in Executive Session to perform the annual review.

The Manager will be compiling additional information for the Assembly over the weekend and will provide it to the Assembly no later than Monday.