



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

Wednesday, August 11, 2021
6:00 PM

Location: Borough Assembly Chambers

1. CALL TO ORDER

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.*

4. CONFLICT OF INTEREST

5. UNFINISHED BUSINESS

- a. Approval of a Cell Tower Land Lease for Lots 12, 13, and 14, Block 5, according to the Official Plat, USS 2127, with Vertical Bridge to Allow a New Cellular Tower
- b. Approval of Use of FY21 Maintenance Funding by Wrangell Public Schools in the Amount of \$70,906 for HVAC Control Upgrades (postponed from the June 22, 2021 Regular Assembly Meeting)

6. NEW BUSINESS

- a. Approval to Amend the Cell Tower Lease Agreement with Vertical Bridge, at the Water Treatment Plant Area to Modify the Legal Description to Approve the Proposed Guywire Configuration
- b. Approval of a Sole Source Procurement in Conformance with Section 5.10.050(F) of the Wrangell Municipal Code from Phase 4 Design, Inc. for Telex Dispatch Console System Upgrade in the Amount of \$35,795.10
- c. Approval of a Contract with Tamico, Inc. in the Amount of \$64,000 for the Shoemaker Bay Harbor Net Float Replacement
- d. Approval of a Contract Award to Johnson's Building Supply in the Amount of \$55,686 for the Shoemaker Bay Harbor Net Float Lumber and Hardware Procurement
- e. Approve the Purchase of a Portable Loading Ramp with a Cost Not to Exceed \$30,000
- f. Approval of a Contract Award to NK Electric for the Secondary 3-Phase Power for Baler Equipment Project in the Amount of \$20,500
- g. Approval of the Purchase of 3-Phase Electrical Components from Stusser Electric Company in the Amount of \$12,584 for the Solid Waste Transfer Station Upgrades Project
- h. **RESOLUTION NO. 08-21-1602 AMENDING THE FY 2022 BUDGET IN THE GENERAL FUND AND CIP FUND TRANSFERRING \$4,748 FROM GENERAL FUND RESERVES TO THE CIP FUND FOR CITY PARK PAVILION FIREPLACE IMPROVEMENTS PROJECT AND AUTHORIZING EXPENDITURES**

7. ADJOURNMENT

WORK SESSION (Immediately Following the Special Assembly Meeting)

- a. Work Session: Borough Manager Goal Setting and Assistant Manager Position Discussion

CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	August 11, 2021
	<u>Agenda Section</u>	5

Approval of a Cell Tower Land Lease for Lots 12, 13, and 14, Block 5, according to the Official Plat, USS 2127, with Vertical Bridge to Allow a New Cellular Tower

SUBMITTED BY:

Carol Rushmore, Economic Development
Director; Lisa Von Bargen, 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
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Reviews/Approvals/Recommendations

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

ATTACHMENTS: 1. Vertical Bridge Proposed Lease 2. Vertical Bridge Narrative & Report; 3. Appraisal; 4. Planning and Zoning Commission Staff report; 5. Rosemary Ruoff Comments; 6. NIER Report

RECOMMENDATION MOTION:

Move to Approve Cell Tower Land Lease for Lots 12, 13, and 14, Block 5, according to the Official Plat, USS 2127, with Vertical Bridge to Allow a New Cellular Tower.

SUMMARY STATEMENT:

Originally on the agenda for July 27th, this item was pulled as the appraisal had not been completed. Over the course of several meetings, the Planning & Zoning Commission reviewed and approved a Conditional Use Permit and recommendation for a lease on City property for the installation of a cellular tower adjacent to the Solid Waste Transfer Site. A copy of the staff report from Carol Rushmore is attached and it outlines the specific conditions requested that are also include in the lease document.

The appraisal has been completed and the monthly base rent will be \$645.00. This cellular lease, and its standard terms and conditions, are the same as the Shoemaker lease that was approved on July 27th. There is an annual 2% increase in base rent. For additional tenants the lessee will pay the Borough 30% of the rent of the first additional sublessee; 40% of the rent of the second additional sublessee; and 50% of the rent of the third, and all subsequent sublessees.

There has been public interest in this lease, and a number of people have provided comments at Planning & Zoning Commission and Assembly meetings. Local resident Rosemary Ruoff provided written comments to the Borough, and those have been included in the packet.

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

**WIRELESS COMMUNICATIONS
 SITE LEASE – LANDFILL TRANSFER STATION SITE**

PART I. PARTIES. This Wireless Communications Site Lease – Landfill Transfer Station Site is between the City and Borough of Wrangell, Alaska, a municipal corporation in the State of Alaska, hereafter “CBW” or “Lessor,” and Vertical Bridge Development, LLC, a Delaware limited liability company licensed to conduct business in Alaska, hereafter “Lessee.”

PART II. LEASE ADMINISTRATION. All communications about this Lease shall be to the person identified below. Any reliance on a communication with a person other than the one listed below is at the party’s own risk.

CBW:

City and Borough of Wrangell, Alaska
 PO Box 531
 Wrangell, AK 99929
 Attn: Borough Manager

Phone: (907)874-2381
 Email: lvonbargen@wrangell.com

Lessee:

Vertical Bridge S3 Assets, LLC
 750 Park of Commerce Drive, Ste 200
 Boca Raton, FL 33487
 Daniel Marinberg, Senior Vice President and
 General Council
 Phone: (239)286-9486
 Email: KVoelker@verticalbridge.com
 Site Name: Landfill Transfer Station Site

PART III. LEASE DESCRIPTION. This lease agreement is identified as the Vertical Bridge Wireless Communications Site Lease – Landfill Transfer Station Site (“Lease”). Appendices A, B, and C are attached and are considered a part of this Lease as well as anything incorporated by reference or attached to those appendices. If in conflict, the order of precedence shall be this document, Appendix A, Appendix B, and then Appendix C.

PART IV. LEASE EXECUTION. The CBW and Lessee agree and sign below. This Lease is not effective until signed by the CBW. The Lessee represents that the person signing below on its behalf has the authority to do so and that it is a valid and binding Lease enforceable in accordance with its terms.

City and Borough of Wrangell:

Date: _____
 By: _____
 Lisa Von Bargaen
 Borough Manager

Vertical Bridge Development, LLC:

Date: _____
 By: _____
 Name: _____
 Title: _____

STATE OF ALASKA)
) ss:
FIRST JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ____ day of ____, 2021, by Lisa Von Barga, known to me to be the Borough Manager of the City and Borough of Wrangell, Alaska, an Alaskan municipal corporation that executed the above foregoing instrument, who on oath stated that he was duly authorized to execute said instrument on behalf of said corporation, and who acknowledged that he signed the same freely and voluntarily on behalf of the municipality.

Notary Public in and for the State of Alaska

My Commission Expires:_____

Law Approval as to Form: _____

Borough Assembly Approval:_____

STATE OF FLORIDA)
) ss:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this _____ day _____ of _____, 20_____, by _____ (signing party), the _____ (title of signatory) of Vertical Bridge Development, LLC, a Delaware limited liability company, on behalf of said company.

Serial Number, if any: _____

Notary Public

Printed Name: _____

My Commission Expires:

APPENDIX A: PROPERTY DESCRIPTION & ADDITIONAL LEASE PROVISIONS

1. DESCRIPTION OF PROPERTY

A. The property subject to this Lease is generally referred to as “the Leased Premises.” The parent parcel on which the Leased Premises is located is more particularly described on **Exhibit A**, attached hereto (the “Property”). The Leased Premises is as follows (as approved by the Borough Assembly on August 11, 2021:

Said lease area is more particularly described as follows

Lots 12, 13, and 14, Block 5, according to the Official Plat of U.S.S. 2127 for the Eastern Addition to Wrangell Townsite Wrangell Recording District, First Judicial District, State of Alaska

The cell tower site is wholly within Lot 14, Block 5, USS 2127 , a 50’ X 50’ area.

The nonexclusive Access and Utility easement is a 20’ wide area through Lot 12, Lot 13 and Lot 14 with a 20’ X 50’ staging and parking area on Lot 14. Wrangell Recording District, First Judicial District, State of Alaska.

B. In addition to the above-leased premises, the CBW is hereby applying the following conditions:

- Security lighting should be no higher than 15 feet from grade and angled down and side blocked so as not to impact adjacent residential houses; and
- Fencing should be site obscuring facing residential properties; and
- Intermodulation Study for interference with KSTK translator must be completed prior to installation and show a negative impact to KSTK translator; and
- If access to the fenced lease area via the ROW between the transfer station and Lot 14 be developed in the future, access easement across Lots 12, 13 and 14 may be vacated for the alternative access; and
- The tower, antennas, structures and equipment associated with the telecommunication will be removed within six months of ceasing operations; and
- Generator will be for back up power supply only and muffled as much as possible.

C. The above descriptions shall be further described upon completion of an as-built survey of the wireless communications tower (“Tower”) and the leased area, stamped by a professional land surveyor or engineer, licensed in the State of Alaska.

2. AUTHORITY

This Lease is entered into pursuant to the authority of the City and Borough of Wrangell Code, Chapter 16.08.

3. TERM and RENEWAL OPTION

The “Effective Date” of this Lease is the date signed by the CBW. The initial five (5) year term of this Lease and Lessee’s obligation to pay Rent hereunder shall begin on the Effective Date.

The CBW grants the Lessee three (3) options to renew this Lease for five (5) years each, with a maximum total term of twenty (20) years. Lessee shall exercise this option by written notice given to the CBW at least thirty (30) calendar days prior to expiration of the underlying lease term.

4. LEASE PAYMENTS

a. Lessee shall pay the CBW a lease payment for the Leased Premises (the “Rent”). The payment of Rent for the initial five (5) year period shall be as follows:

1. \$645.00 (Six hundred forty-five Dollars) per month as base rent. Base rent shall include the rent of the first sublessee (anchor tenant) on the Leased Premises.
2. For any subsequent sublease of the Leased Premises, rent shall be 30% of rent charged to the first additional sublessee; 40% of rent charged to the second additional sublessee; and 50% of rent charged to the third, and all additional sublessees. Notwithstanding anything to the contrary, the above referenced revenue sharing provisions are exclusive of any non-recurring fees (e.g., structural analysis fees, mount analysis fees, and capital expenditures) and reimbursements (e.g., taxes and utilities) and Lessee shall be entitled to retain 100% of such non-recurring fees and reimbursements.
3. Any sublease rent as outlined under section (a)(2) above shall be calculated and payable on a monthly basis, due on the first day of every month.
4. Lease payments shall be made by Lessee to the CBW in advance on the first day of every month. Payments shall be made at the following address: Accounts Payable Office, City and Borough of Wrangell, PO Box 531, Wrangell, AK 99929.
5. Rent shall automatically be adjusted to reflect a two (2%) annual escalation of the base rent charged.
6. A late fee in the amount of ten percent (10%) of the total amount due shall be charged for all payments not received within ten days of the due date.

b. Beginning with the first year after the initial five-year period of the term, the Rent shall be adjusted to reflect changes in the market value in accordance with Wrangell Municipal Code Sections 16.08.040 and 16.08.120.

5. AUTHORIZED USE OF PROPERTY

The Leased Premises are to be used solely for the construction, operation, maintenance and repair of a wireless communications tower and facility. Lessee shall ensure all equipment and activities on the Leased Premises operate in a manner that does not cause unreasonable interference with the operations as of the Effective Date of the CBW or other authorized users in the vicinity of the Leased Premises as of the Effective Date.

6. AUTHORIZED IMPROVEMENT FOOTPRINT/UTILITY LINES LOCATION

Lessee shall provide an as-built survey that shows all authorized building and/or structural improvements and utility lines, including aerial, surface, and below grade lines, and grounding grid on the Leased Premises, collectively referred to as the “authorized improvement footprint” or the “AIF”. This survey will be included as Exhibit A.1 to this Lease. This survey shall also depict the location of utility lines and/or grounding grid, if any (“authorized utility line locations” or “AULL”). Lessee shall not modify the AIF or the AULL without prior written approval of the CBW, not to be unreasonably withheld, conditioned or delayed. Within 30 days of completing any approved AIF or AULL modifications, Lessee shall provide a revised and current as-built survey, stamped by a professional land surveyor or engineer, licensed in the State of Alaska, which shall, upon CBW review and approval, become part of this Lease as the updated Exhibit A.1, which shall replace and supersede the former Exhibit A.1. The CBW reserves the right, at its sole discretion, to require Lessee, upon 90 days prior written notification, to relocate Lessee’s AULL improvements, with full cost of said relocation borne by CBW.

7. EXCLUSIVITY

During the term of this Lease, Lessee, and its guests, agents, customers, lessees, sublessees and assigns shall have the unrestricted, exclusive right to use, and shall have free and unfettered access to, the Leased Premises for the purposes herein set forth seven (7) days a week, twenty-four (24) hours a day.

8. NON-INTERFERENCE

a. New uses or changed operations of the Property by or through CBW after the Effective Date of this Lease and any new equipment or new facilities placed thereon by or through CBW (collectively, the "Lessor Property Uses") shall not cause harmful radio frequency or physical interference with the communications systems or equipment on any Tower constructed on the Leased Premises. If the new or changed Lessor Property Uses shall interfere with communications systems or equipment on any Tower located on the Leased Premises, CBW and Lessee shall use good faith efforts to resolve any interference issues but the new or changed interfering Lessor Property Use shall be powered down as soon as practicable following notice (except for intermittent corrective testing) or, if physical, removed as soon as practicable following notice until the time that such Lessor Property Use does not cause interference. Notice hereunder shall be made by telephone and in writing.

b. Neither Lessee nor any of Lessee’s subtenants, nor their employees, contractors, or agents shall engage in any new installation or modification on or about the Property that (i) causes harmful radio interference or degradation of the pre-existing wireless communications systems of CBW existing on the Property, or (ii) causes harmful radio interference or degradation of the pre-existing wireless communications systems of lessees or licensees of CBW

existing on the Property as of the Effective Date, (iii) physically interferes with CBW's access rights or use of other pre-existing facilities on the Property as of the Effective Date, (iv) physically interferes with the access rights or use of other pre-existing facilities of lessees or licensees of CBW existing on the Property as of the Effective Date. Lessee shall, at its own expense, eliminate any interference or degradation in violation of this Section 8(b) as soon as practicable after Lessee's receipt of notice from CBW, which notice shall be made by telephone and in writing.

c. Lessee shall furnish CBW, upon request, all documents related to Lessee's equipment/operations on the Leased Premises and AULL and/or communications with the FCC concerning Lessee's equipment/operations on the Leased Premises and AULL.

9. UTILITIES

Lessee is responsible for all utilities desired on the Leased Premises, including the construction, installation, maintenance and repair of its own separately metered, electric power utility line and for payment for the electricity it uses. In no instance shall Lessee tap into the power line(s) of the CBW or that of a third party without prior written consent of the affected party.

10. SUBLEASES

Lessee may sublease all or portions of the Leased Premises without approval of the CBW, provided that:

- a. The improvements on the Leased Premises are the substantial reason for the sublease;
- b. All subleases shall be in writing and made subject to the terms and conditions of this Lease, and all amendments and renewals of same;
- c. Failure of the Lessee to comply with any of the above conditions shall constitute a default of this Lease;
- d. Lessee shall provide the CBW a site plan for the proposed sublessee's improvements;
- e. Lessee shall provide the CBW an executed copy of each sublease on the Leased Premises, including a copy of all subsequent modifications and amendments of the same;
- f. Lessee shall be responsible for the sublessee's compliance with the terms and conditions of this Lease, and all amendments and renewals of same;
- g. Lessee shall either provide insurance coverage for the activities of its sublessee, or require its sublessee to procure and maintain said lines of insurance, in no less than an equal or greater amount of coverage as required of Lessee in this Lease. Lessee shall submit proof of said insurance coverage to the CBW in the form of a certificate of insurance with the CBW listed as an additional insured;
- h. The phone number for Lessee's day-to-day operational logistics or activities on the Leased Premises is as follows: NOC/Emergency # (877) 589-6411;
- i. A "sublease" as used in this contract is defined as any arrangement in which the Lessee leases to another party, or entity, any portion of the Leased Premises described in this Lease or any of the improvements thereon, including but not limited to a sublease for an antenna, microwave dish, and/or wireless communication equipment; and
- j. All terms of this Lease are binding on all sublessees.

11. DESIGNATION OF THE LESSEE'S REPRESENTATIVE

The Lessee must designate in writing the name and title of the person who is authorized to act in all matters connected with this Lease and keep such information current with the CBW. As of the effective date of this Lease the name and title of the person who is authorized to act on Lessee's behalf in all matters connected with this Lease is as follows:

Vertical Bridge Development, LLC
 750 Park of Commerce Drive, Suite 200
 Boca Raton, FL 33487
 Attn: General Counsel
 Phone: (561) 406-4056

12. LESSEE LIABILITIES

In addition to other liabilities under this Lease, Lessee has the following liabilities:

- a. The Lessee assumes all risk of loss, damage or destruction to improvements on the Leased Premises, except to the extent caused by the negligence or willful misconduct of CBW or its employees, contractors or subcontractors.
- b. The Lessee is responsible for relocating its AULL, upon CBW request, provided that CBW shall be responsible for payment of all costs associated with such relocation.
- c. The Lessee shall comply with all applicable federal, state, and local laws, regulations, and standards, relevant environmental laws, as well as public health and safety laws and other laws relating to the siting, permitting, construction, operation and maintenance of any facility, improvement or equipment of Lessee on the property.
- d. The CBW has no duty, either before or during the term of this Lease, to inspect the Leased Premises or warn of hazards and, if the CBW inspects the Leased Premises, it shall incur no additional duty nor any liability for hazards not identified or discovered through such inspections. This paragraph shall survive the termination or revocation of this Lease, regardless of cause.
- e. Lessee is responsible for identifying an authorized contact for each approved sublessee, for purposes of day-to-day operational logistics or activities.

13. INSURANCE

Lessee shall procure and maintain for the duration of this Lease and any renewals insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Lessee's operation and use of the Leased Premises. The cost of such insurance shall be borne by the Lessee.

Minimum Scope and Limit of Insurance

Coverage shall be at least as broad as:

- a. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including property damage, bodily injury and personal injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

- b. Workers' Compensation insurance as required by the State of Alaska, with Statutory Limits, and Employer's Liability Insurance limits of no less than \$500,000 per accident for bodily injury or disease (for lessees with employees).
- c. Property Insurance against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision.
- d. Automobile Liability: Commercial automobile liability coverage for all owned, hired, and non-owned autos with limits no less than \$1,000,000 per accident for bodily injury and property damage.

If the Lessee maintains higher limits than the minimums shown above, the CBW requires and shall be entitled to coverage for the higher limits maintained.

Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

- a. For General Liability, the CBW, its officers, officials, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of ownership, maintenance, or use of that part of the premises leased to the lessee.
- b. The Lessee's insurance coverage shall be primary insurance as respects the CBW, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the CBW, its officers, officials, employees, or volunteers shall be excess of the Lessee's insurance and shall not contribute with it.
- c. Each insurance policy required above shall contain, or be endorsed to contain, a waiver of all rights of subrogation against the CBW.
- d. Each insurance policy shall be endorsed to state that coverage cancellation will comply with all regulations applicable with State of Alaska Insurance laws.
- e. The Property Insurance shall name the CBW as Loss Payee as its interests may appear.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the CBW.

Deductibles and Self-Insured Retention

Any deductibles or self-insured retentions must be declared to and approved by the CBW. At the option of the CBW, either: the Lessee shall obtain coverage to reduce or eliminate such deductibles or self-insured retentions as respects the CBW, its officers, officials, employees, and volunteers; or the Lessee shall provide a financial guarantee satisfactory to the CBW guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Verification of Coverage

Lessee shall furnish the CBW with certificates providing the insurance coverage required above. All certificates are to be received and approved by the CBW before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Lessee's obligation to provide them. The CBW reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Waiver of Subrogation

Lessee hereby grants to CBW a waiver of any right of subrogation which any insurer of said Lessee may acquire against the CBW by virtue of the payment of any loss under such insurance. This provision applies regardless of whether or not the CBW has received a waiver of subrogation endorsement from the insurer.

Special Risks or Circumstances

The CBW reserves the right to reasonably modify these requirements at any time upon written notice to Lessee, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

APPENDIX B: ADDITIONAL LEASE PROVISIONS REQUIRED BY CBW

1. RESPONSIBILITY TO PROPERLY LOCATE ON LEASED PREMISES.

It shall be the responsibility of Lessee to properly locate Lessee's improvements on the Leased Premises and failure to so locate shall render Lessee liable as provided by law.

2. APPROVAL OF OTHER AUTHORITIES.

As required by WMC Section 16.08.100, the issuance by the CBW of leases, including this Lease, under the provisions of WMC Title 16 does not relieve Lessees of responsibility for obtaining licenses, permits, or approvals as may be required by the CBW or by duly authorized state or federal agencies.

3. TERMS AND CONDITIONS OF LEASES REQUIRED BY CBW CHAPTER 16.08.

As required by WMC Chapter 16.08, the following terms and conditions govern all leases and are incorporated into this Lease:

- a. **Lease Utilization.** Leases shall be utilized solely for the purposes within the scope of the lease. Development for other use without the express consent of the borough assembly shall constitute a violation of the lease. The borough assembly shall require a development plan to be submitted and followed by the lessee. Failure to develop the land consistent with the development plan constitutes grounds for cancellation of the lease at the option of the borough assembly.
- b. **Subleasing and Assignment of Leases.** No lessee of city tidelands shall sublease or assign their lease or any interest therein without the prior written consent of the borough assembly. Consent to sublease or assign shall not be unreasonably withheld, but shall be granted in all cases, where the borough assembly finds that the assignment or sublease will not be detrimental to the interest of the borough in the development of borough tidelands.
- c. **Modification of Leases.** No lease under this chapter may be modified orally or in any manner other than by a lease amendment approved by the borough assembly and signed by all parties thereto or their respective successors in interest.
- d. **Cancellation and Forfeiture of Leases - Generally.**
 - A. Leases in good standing may be canceled in whole or in part at any time upon written agreement between the lessee and the borough.
 - B. If the lease should be terminated because of any breach by the lessee, as provided in this chapter, the annual rental payment last made by the lessee shall be forfeited and retained by the lessor.
 - C. A lease may be canceled if the leased premises are used for any unlawful purpose.
 - D. If the lessee shall be in default in the performance, observance, or conditions of any of the lease terms, covenants, or stipulations thereto, or of valid regulations enforced, the borough manager may immediately take appropriate action, including but not limited to cancellation of the lease. No improvements may be removed during any time the lessee is in default.

- e. Giving of Notices and Demands.** Any notice or demand which must be given under the terms of a lease under this chapter may be given, in writing, by registered or certified mail addressed to the other party at the address shown on the lease. Notice shall be deemed given when deposited in the United States postal receptacle.
- h. Removal or reversion of improvements upon termination of lease.** Improvements owned by a lessee on borough tidelands shall be removed by him or her within 60 days after termination of the lease for any cause; provided, that such removal will not cause injury or damage to the land; and that the borough manager may extend the time for removing such improvements in cases where hardship is shown. The retiring lessee may, with the consent of the borough manager, sell their improvement to the succeeding lessee.
- i. Compliance with Regulations.** The lessee shall comply with all regulations or ordinances which any proper public authority shall promulgate for the promotion of sanitation and fire protection and shall comply with all building and zoning codes. The lessee's premises shall be opened for inspection by authorized representatives of the borough at all reasonable times.
- j. Reservation of rights-of-way.** The borough expressly reserves the right to grant easements or rights-of-way across leased land if it is determined in the best interest of the borough to do so. The lessee whose land such easements cross shall be entitled to damages for all improvements destroyed or damaged.

APPENDIX C: STANDARD PROVISIONS

1. **HOLDING OVER.** If Lessee holds over beyond the expiration of the term of this Lease and the term has not been extended or renewed in writing, such holding over will be a tenancy from month-to-month only.
2. **TAXES, ASSESSMENTS, AND LIENS.** During the term of this Lease, Lessee shall pay, in addition to the rents, all taxes, assessments, rates, charges, and utility bills for the Leased Premises and Lessee shall promptly pay or otherwise cause to be discharged, any claim resulting, or likely to result in, a lien against the Leased Premises or the improvements placed thereon.
3. **EASEMENTS.** Lessee shall place no building or structure over any portion of the Leased Premises where the same has been set aside or reserved for easements.
4. **ENCUMBRANCE OF PARCEL.** Lessee shall not encumber or cloud the CBW's title to the Leased Premises or enter into any lease, easement, or other obligation of the CBW's title without the prior written consent of the CBW; and any such act or omission, without the prior written consent of the CBW, shall be void against the CBW and may be considered a breach of this Lease; provided, however, that a short-form Memorandum of Lease may be recorded at CBW's or Lessee's option in the form as depicted in **Exhibit B** attached hereto.
5. **VALID EXISTING RIGHTS.** This Lease is entered into and made subject to all existing rights, including easements, rights-of-way, reservations, or other interests in land in existence, on the date of execution of this Lease.
6. **STATE DISCRIMINATION LAWS.** Lessee agrees, in using and operating the Leased Premises, to comply with applicable sections of Alaska law prohibiting discrimination, particularly Title 18 of the Alaska Statutes, Chapter 80, Article 4 (Discriminatory Practices Prohibited). In the event of Lessee's failure to comply any of the above non-discrimination covenants, the CBW shall have the right to terminate this Lease.
7. **UNSAFE USE.** Lessee shall not do anything in or upon the Leased Premises, nor bring or keep anything therein, which will unreasonably increase or tend to increase the risk of fire or cause a safety hazard to persons or obstruct or interfere with the rights of any other tenant(s) or in any way injure or annoy them or which violates or causes violation of any applicable health, fire, environmental or other regulation by any level of government.
8. **INDEMNIFICATION.** The Lessee agrees, to the fullest extent of the law, to defend, indemnify, and hold harmless CBW, its employees, volunteers, consultants, and insurers, with respect to any action, claim, or lawsuit arising out of or related to the Lessee's use of the Leased Premises or Lessee's rights or obligations under this Lease, without limitation as to the amount of fees, and without limitation as to any damages, cost or expense resulting from settlement, judgment, or verdict, and includes the award of any attorneys' fees even if in excess of Alaska Civil Rule 82, except to the extent such action, claim, or lawsuit arises out of or relates to CBW's sole negligence or willful misconduct. This indemnification agreement applies to the

fullest extent permitted by law and is in full force and effect whenever and wherever any action, claim, or lawsuit is initiated, filed, or otherwise brought against CBW relating to this Lease. The obligations of Lessee arise immediately upon actual or constructive notice of any action, claim, or lawsuit. CBW shall notify Lessee in a timely manner of the need for indemnification, but such notice is not a condition precedent to Lessee's obligations and is waived where the Lessee has actual notice.

9. SUCCESSORS. This Lease shall be binding on the successors, administrators, executors, heirs, and assigns of Lessee and the CBW.

10. CHOICE OF LAW; VENUE. This Lease shall be governed by the law of the State of Alaska. Venue shall be in the State of Alaska, First Judicial District at Wrangell.

11. INSPECTION AND RETENTION OF RECORDS. The CBW may inspect, in the manner and at reasonable times it considers appropriate, Lessee's records and activities having any relevance to this Lease. Lessee shall retain financial and other records relating to the performance of this Lease for a period of six years, or until the resolution of any audit findings, claims or litigation related to the agreement.

12. CONFLICT OF INTEREST. Lessee warrants that it has not solicited or received any prohibited action, favor or benefit from any employee or office of CBW, and that it will not do so as a condition of this Lease. If the Lessee learns of any such conflict of interest, the Lessee shall without delay inform the CBW and Borough Attorney or CBW's representative for this Lease.

13. APPLICABILITY OF ALASKA PUBLIC RECORDS ACT. Lessee acknowledges and understands that the CBW is subject to the Alaska Public Records Act (AS 40.25.120) and that all documents received, owned or controlled by the CBW in relation to this Lease must be made available for the public to inspect upon request, unless an exception applies. It is Lessee's sole responsibility to clearly identify any documents Lessee believes are exempt from disclosure under the Public Records Act by clearly marking such documents "Confidential." Should the CBW receive a request for records under the Public Records Act applicable to any document marked "Confidential" by Lessee, the CBW will notify Lessee as soon as practicable prior to making any disclosure. Lessee acknowledges it has five (5) calendar days after receipt of notice to notify the CBW of its objection to any disclosure, and to file any action with any competent court Lessee deems necessary in order to protect its interests. Should Lessee fail to notify the CBW of its objection or to file suit, Lessee shall hold the CBW harmless of any damages incurred by Lessee as a result of the CBW disclosing any of Lessee's documents in the CBW's possession. Additionally, Lessee may not promise confidentiality to any third party on behalf of the CBW, without first obtaining express written approval by the CBW.

14. ENTIRE AGREEMENT. This Lease, including all appendices and exhibits, constitutes the entire agreement of the parties hereto regarding the subject matter of the agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

15. SEVERABILITY. If a court of competent jurisdiction renders any part of this Lease invalid or unenforceable, that part will be severed and the remainder of this Lease will continue in full force and effect.

16. WAIVER. Failure or delay by the CBW to exercise a right or power under this Lease will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the CBW. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

EXHIBIT A**LEGAL DESCRIPTION OF THE PROPERTY**

Lot 12, 13, and 14 Block 5, according to the Official plat of U.S.S. 2127 for the Eastern Addition to Wrangell Townsite Wrangell Recording District, First Judicial District, State of Alaska

The cell tower site is wholly within Lot 14, Block 5, USS 2127 , a 50' X 50' area.

The nonexclusive Access and Utility easement is a 20' wide area through Lot 12, Lot 13 and Lot 14 with a 20' X 50' staging and parking area on Lot 14. Wrangell Recording District, First Judicial District, State of Alaska.

EXHIBIT A.1

SURVEY

[TO BE ATTACHED]

EXHIBIT B**FORM OF MEMORANDUM OF LEASE**

(Above 3" Space for Recorder's Use Only)

Upon Recording Return to:

Vertical Bridge Development, LLC
 750 Park of Commerce Drive, Suite 200
 Boca Raton, FL 33487
 Attn: Daniel Marinberg, Senior Vice President and General Counsel

Site Name: Landfill Transfer Station Cell Tower Site**Site Number: US-AK-4006****MEMORANDUM OF WIRELESS COMMUNICATIONS SITE LEASE – LANDFILL
TRANSFER STATION SITE**

This Memorandum of Lease ("**Memorandum**") evidences a Wireless Communications Site Lease – Landfill Transfer Station Site (the "**Lease**") between the City and Borough of Wrangell, Alaska, a municipal corporation in the State of Alaska ("**Landlord**"), whose address is PO Box 531 Wrangell, AK 99929, and Vertical Bridge Development, LLC, a Delaware limited liability company, whose mailing address is 750 Park of Commerce Drive, Suite 200, Boca Raton, FL 33487 ("**Tenant**"), dated _____, 20____ (the "**Effective Date**"), for a portion (the "**Premises**") of the real property (the "**Property**") described in Exhibit A attached hereto.

Landlord hereby ratifies, restates and confirms the Lease and leases to Tenant the Premises, subject to the terms and conditions of the Lease. The commencement date of the initial term of the Lease is as set forth in the Lease. The Lease provides for the lease by Landlord to Tenant of the Premises for an initial term of five (5) years with three (3) renewal option(s) of an additional five (5) years each, and further provides:

1. The Premises may be used exclusively by Tenant for erecting, installing, operating and maintaining radio and communications towers, buildings, and equipment;
2. Tenant is entitled to sublease and/or sublicense the Premises, including, without limitation, space on any communications tower located thereon; and
3. Landlord may assign the Lease only in its entirety and only to a purchaser of the fee interest of the Property.
4. This Memorandum is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Lease. In the event of a conflict between the provisions of this Memorandum and the provisions of the Lease, the provisions of the Lease shall control. The Lease shall be binding upon and inure to the benefit of Landlord and Tenant and shall inure to the benefit of their respective heirs, successors, and assigns, subject to the provisions of the Lease.

5. In addition to the above-leased premises, the CBW is hereby applying the following conditions:
- Security lighting should be no higher than 15 feet from grade and angled down and side blocked so as not to impact adjacent residential houses; and
 - Fencing should be site obscuring facing residential properties; and
 - Intermodulation Study for interference with KSTK translator must be completed prior to installation and show a negative impact to KSTK translator; and
 - If access to the fenced lease area via the ROW between the transfer station and Lot 14 be developed in the future, access easement across Lots 12, 13 and 14 may be vacated for the alternative access; and
 - The tower, antennas, structures and equipment associated with the telecommunication will be removed within six months of ceasing operations; and
 - Generator will be for back up power supply only and muffled as much as possible.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK, SIGNATURES
BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this MEMORANDUM OF LEASE as of the date last signed by a party hereto.

WITNESSES:

Name: _____

Name: _____

LANDLORD:

City and Borough of Wrangell
municipal corporation in the State of Alaska

By: _____

Name: _____

Title: _____

Date: _____

STATE OF ALASKA)
) ss:
FIRST JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ____ day of _____ 20__, by Lisa Von Barga, known to me to be the Borough Manager of the City and Borough of Wrangell, Alaska, an Alaskan municipal corporation that executed the above foregoing instrument, who on oath stated that he was duly authorized to execute said instrument on behalf of said corporation, and who acknowledged that he signed the same freely and voluntarily on behalf of the municipality.

Notary Public in and for the State of Alaska

My Commission Expires:_____

Law Approval as to Form: _____

Borough Assembly Approval on:_____

[Tenant's Signature Page to Memorandum of Lease]

WITNESSES:**TENANT:**

Vertical Bridge Development, LLC
a Delaware limited liability company

Name: _____

By: _____

Name: _____

Name: _____

Title: _____

Date: _____

STATE OF FLORIDA**COUNTY OF PALM BEACH**

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by

(name), _____
(title)
of Vertical Bridge Development, LLC, a Delaware limited liability company, on behalf of the company,
who is personally known to me.

Notary Public

Printed Name: _____

My Commission Expires:

EXHIBIT A
(TO MEMORANDUM OF LEASE)

The Property

Lot 12, 13, and 14 Block 5, according to the Official Plat, USS 2127 for the Eastern Addition to Wrangell Townsite Wrangell Recording District, First Judicial District, State of Alaska

The cell tower site is wholly within Lot 14, Block 5, USS 2127 , a 50' X 50' area.

The nonexclusive Access and Utility easement is a 20' wide area through Lot 12, Lot 13 and Lot 14 with a 20' X 50' staging and parking area on Lot 14. Wrangell Recording District, First Judicial District, State of Alaska.

Access and utilities serving the Premises (as defined in the Lease) includes all easements of record as well as that portion of the Property designated by Landlord and Tenant for Tenant (and Tenant's guests, agents, customers, lessees, sublessees and assigns) ingress, egress, and utility purposes to and from a public right-of-way.

City and Borough of Wrangell, Alaska

AGENDA G2

Date: June 4, 2021

To: Planning and Zoning Commission

From: Carol Rushmore, Economic Development Director

Re: Conditional Use permit request for a 150' lattice pole for use as a cell transmission tower and fenced lease area for support services on Lot 14, Block 5, USS 2127, currently zoned Holding but recommended for zone change to Open Space/Public, owned by the City and Borough of Wrangell, requested by Vertical Bridge Development, LLC through their representative Lynx Consulting

Background:

Vertical Bridge is seeking to install a lattice cell tower (modified from a monopole tower per the public notice) for G4 service on the north end of the island.

The Planning and Zoning Commission held the public hearing on this item on May 13, 2021. The following individuals provided written testimony or in person testimony; Sherri and Royce Cowan, Rosemary Ruoff, and Joel Aro. The following motion was made for discussion purposes:

Move to approve the findings of fact and the conditional use permit request for a lattice pole G4 cell tower with the following conditions:

- 1) Permit is subject to approval by the Borough Assembly of the proposed zone change of Lot 14, Block 5, USS 2127 to Open Space/Public and modification of conditionally allowed uses to the Open Space/Public district to allow communication infrastructure.**
- 2) Permit is subject to lease approval by the Borough Assembly.**
- 3) Security lighting should be no higher than 15 feet from grade and angled down and side blocked so as not impact adjacent residential houses.**
- 4) Fencing should be site obscuring facing residential properties.**
- 5) Intermodulation Study for interference with KSTK translator must be completed prior to installation and show a negative impact to KSTK translator.**
- 6) Recommend to the Borough Assembly issues identified by KSTK be addressed within the lease document.**

- 7) If access to the fenced lease area via the ROW between the transfer station and Lot 14 be developed in the future, access easement across Lots 12, 13 and 14 may be vacated for the alternative access.
- 8) The tower, antennas, structures and equipment associated with the telecommunication will be removed within six months of ceasing operations.
- 9) Generator will be for back up power supply only and muffled as much as possible.

Recommendation: Staff recommends approval of the proposed cell tower subject to conditions.

Review Criteria:

Chapter 20.32: Open Space/Public District
 Chapter 20.52: Lot Standards:
 Chapter 20.68: Conditional Use Permits

Findings of Fact:

Lynx Consulting began discussions with the Borough for placement of a new cell tower at the north end of the island in 2020. After considering alternative sites, the preferred site was somewhere near the solid waste transfer station. There was considerable discussion with the Borough staff regarding location and access prior to their surveyors coming in to survey and make a formal proposal for their preferred site.

Upon reviewing the land use and zoning for the area, the existing zoning for the proposed cell tower lot was Holding which did not allow for review of cell towers or other activities. Only recreation and gravel extraction is permitted. Staff proposed changing the zone of all the lots bordering the Solid Waste Transfer Facility to Open Space/ Public (OS/P) to allow new or continued municipal uses. In addition, two new uses were proposed for the OS/P District, including Municipal Facilities and Communication Infrastructure. The adding latter conditionally approved use would allow review The Commission reviewed the zone change and use modification in April and recommended approval to the Assembly. The first reading of each ordinance was on May 11, 2021 and the public hearing and approval was held on each item on May 25, 2021.

Originally the proposed tower was to be a monopole, but, per the recent communication from Lynx Consulting, concern about crane access has required them to modify the proposal to a lattice tower. The tower will be a 4G not a 5G tower.

Some adjacent residents have commented regarding potential health concerns from cell tower radiation emissions being so close to residential homes. Basic research on health and safety issues related to cell towers is diverse, international, and with varying opinions. There is a vacant lot 50' wide between the tower lot and the next privately owned residential lot in the same block. Staff has found that some municipalities require a minimum of 150' distance from residential properties down to 50' or a minimum of 4 acres for example. The setbacks of a tower vary substantially between jurisdictions. The Commission needs to determine the impact of such a tower on the adjacent residential neighborhood.

Vertical Bridge indicated that a NIER Report could be conducted prior to the June, 8, 2021 Planning and Zoning Commission. The report is conducted by a third party and assesses levels of radiofrequency radiation energy emitted from the tower. The report (attached) indicates analysis shows that the cumulative emissions will comply with FCC limits to human exposure and at ground level will be less than 1% of the FCC exposure limits. Mr. Thatcher who prepared the report will be available at the meeting to answer the Commission's questions.

The Findings of Fact and Conditions of Approval (part of the Findings of Fact) have been modified since the last meeting and the Commission needs to reaffirm the Findings at the June meeting. Also of note, the Assembly did approve the zone change on May 25, 2021 as mentioned in Condition #1.

Conditions of Approval for conditional use applications include:

1) Minimal impacts on adjacent neighbors from noise, traffic, appearance, yards etc.

There should be minimal impacts from a cell tower at this location due to noise, traffic, or the fenced site. Once construction is completed, there will be minimal activity at the site itself. The tower is tucked up closer to the solid waste transfer station so should not directly block views, but it will be visible and in view sheds of the surrounding neighborhood. There is a vacant lot 50' wide between the tower lot and next adjacent privately owned residential lot in the same block to the east. There is also 50' of the proposed lot and an alleyway between the residential lot to the south. Lighting will be permitted at the site for security but is conditioned to be blocked to adjacent residents and angled downwards. The primary initial impact of concern is the emissions from the tower on the surrounding residential area. According to the NIER Report, analysis shows that the cumulative emissions will comply with FCC limits to human exposure and at ground level will be less than 1% of the FCC exposure limits.

2) Provisions of sewer and water: There are no plans for installing sewer or water.

3) *Entrances and off-street parking available without safety issues:* Access to the facility will be off a non-exclusive easement from Third Street. Third Street leads to the Transfer Station. The easement access will be constructed by Lynx Consulting/Vertical Bridge. Should the ROW on the northern edge of the property be developed, access to the tower site should be switched to the ROW, and the easements vacated to allow full use of the lots. There is adequate parking and turn around on Lot 14 to access the infrastructure.



25 February 2021

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

Re: Vertical Bridge Project US-AK-5261 Stikeen Wireless Communication Site project narrative.

Ms. Rushmore,

The following is a brief description of the proposed project based on final zoning drawings (FZD's) dated 1/19/21 and included as part of this narrative:

Vertical Bridge proposes to install a 150' monopole communication tower on 50' x 50' fenced, leased portion Lot 14 (aka Parcel number 01-005-327) owned by the City of Wrangell.

Access to that site will be via a new, non-exclusive 20' wide access and utility easement across the southern portions of Lots 12 and 13 (aka parcels 01-005-323 and 01-005-325). While there is an alley identified to the south of these latter two parcels, topography (i.e., steepness of that area) render this route unusable as an access point to the proposed Vertical Bridge lease area.

The communication tower and lease area are designed to accommodate three additional wireless carriers. In addition, there will be site ownership identification placards with emergency contact information clearly visible together with all applicable warning signs and the tower will be equipped with anti-climbing devices.

The initial tenant for this site will be Verizon Wireless whose 4G antennas will be positioned at a height of approximately 147' above ground level and which will occupy a portion of the lease area as shown on the FZD's. Included as part of this installation will be a back-up generator.

17311 135th Avenue NE, Suite A-100, Woodinville, WA 98072



The coverage objective for the Verizon wireless communication facility will be the north end of Wrangell Island including the residential areas, the airport, and the islands to the North.

Granting the permit to proceed with this project will greatly enhance wireless coverage in the are and will provide an opportunity for other wireless carriers to provide coverage to the north end of Wrangell Island.

Should you have any questions regarding this proposal please feel free to contact me by either email jaro@lynxconsulting.org or by telephone at 206-661-5010.

Sincerely yours,

Joel Aro

Attachments:

Final Zoning Drawings



VB PROJECT NAME: US-AK-5261
VZW PROJECT NAME: AK3 STICKEEN
PROJECT LOCATION: 3 EVERGREEN AVE
WRANGELL, AK 99929

CO-APPLICANT:

Item a.

verizon

CO-APPLICANT:

verticalbridge

IMPLEMENTATION TEAM/CLIENT:

LYNX

DO NOT SCALE DRAWINGS. CONTRACTOR MUST VERIFY ALL DRAWINGS AND ADVISE CONSULTANTS OF ANY ERRORS OR OMISSIONS. NO VARIATIONS OR MODIFICATIONS TO WORK SHOWN SHALL BE IMPLEMENTED WITHOUT PRIOR WRITTEN APPROVAL. ALL PREVIOUS ISSUES OF THIS DRAWINGS ARE SUPERSEDED BY THE LATEST REVISION. ALL DRAWINGS AND SPECIFICATIONS REMAIN THE PROPERTY OF LYNX CONSULTING, INC. NEITHER LYNX CONSULTING, INC. NOR THE ARCHITECT WILL BE PROVIDING CONSTRUCTION REVIEW OF THIS PROJECT.

VICINITY MAP		PROJECT INFORMATION		LIST OF DRAWINGS																							
		<p>JURISDICTION: CITY AND BOROUGH OF WRANGELL LATITUDE : 56°29'6.64"N ZONING CLASS: HOLDING (APPROXIMATE) 56.485178' PARCEL #1 ID: 01-005-323 LONGITUDE : 132°23'17.47"W PARCEL #2 ID: 01-005-325 (APPROXIMATE) -132.388186' PARCEL #3 ID: 01-005-327 GROUND ELEVATION: 117.0' AMSL TRS: SEC 24, TWN 62S, RNG 83E STRUCTURE HEIGHT: 150'-0" (TOP OF TOWER) PARCEL #1 SIZE: 5,000 SF (0.11 ACRES) HIGHEST APPURTENANCE: 154'-0" (TOP OF LIGHTNING ROD) PARCEL #2 SIZE: 5,000 SF (0.11 ACRES) PARCEL #3 SIZE: 5,000 SF (0.11 ACRES)</p>		<table><tr><th>SHEET</th><th>DESCRIPTION</th></tr><tr><td>T-1</td><td>COVER SHEET</td></tr><tr><td>N-1</td><td>GENERAL NOTES</td></tr><tr><td>SV-1</td><td>EXISTING CONDITIONS SURVEY</td></tr><tr><td>C-1</td><td>PROPOSED SITE PLAN</td></tr><tr><td>A-1</td><td>EXISTING COMPOUND PLAN</td></tr><tr><td>A-2</td><td>PROPOSED COMPOUND PLAN</td></tr><tr><td>A-3</td><td>PROPOSED LEASE AREA PLAN</td></tr><tr><td>A-4</td><td>PROPOSED ELEVATION</td></tr><tr><td>RF-1</td><td>PROPOSED ANTENNA CONFIGURATION</td></tr><tr><td>RF-2</td><td>PROPOSED IT DIAGRAM</td></tr></table>		SHEET	DESCRIPTION	T-1	COVER SHEET	N-1	GENERAL NOTES	SV-1	EXISTING CONDITIONS SURVEY	C-1	PROPOSED SITE PLAN	A-1	EXISTING COMPOUND PLAN	A-2	PROPOSED COMPOUND PLAN	A-3	PROPOSED LEASE AREA PLAN	A-4	PROPOSED ELEVATION	RF-1	PROPOSED ANTENNA CONFIGURATION	RF-2	PROPOSED IT DIAGRAM
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SCOPE OF WORK		CONTACTS																									
<p>VERTICAL BRIDGE DEVELOPMENT, LLC AND VERIZON WIRELESS PROPOSE TO INSTALL A WIRELESS FACILITY WITH THE FOLLOWING SCOPE OF WORK:</p> <ul style="list-style-type: none">• ADD (1) 6-0" CHAIN LINK FENCE WITH BARBED WIRE (50'-0"x50'-0" LEASE AREA)• ADD (1) 150'-0" SELF-SUPPORT TOWER• ADD (1) 4'-0" LIGHTNING ROD TO PROPOSED TOWER• ADD (1) 8'-0" UTILITY H-FRAME• ADD (1) 4-POSITION POWER METER BANK TO PROPOSED H-FRAME• ADD (1) 12"x36"x36" HOFFMAN BOX TO PROPOSED H-FRAME• ADD (1) GRADE BEAM FOUNDATION• ADD (1) 7'-0"x10'-0" STEEL EQUIPMENT PLATFORM (WITHIN AN 80 SF LEASE AREA)• ADD (1) EQUIPMENT CABINET TO PROPOSED EQUIPMENT PLATFORM• ADD (1) RACK MOUNTED 12-PORT OVP TO PROPOSED CABINET• ADD (1) 30kW DIESEL GENERATOR TO PROPOSED EQUIPMENT PLATFORM• ADD (1) 200A 30-POSITION OUTDOOR RATED ILC TO PROPOSED EQUIPMENT PLATFORM H-FRAME• ADD (1) 200A 120/240V-1P POWER METER TO PROPOSED METER BANK• ADD (1) 12" ICE-BRIDGE• ADD (1) GPS ANTENNA TO PROPOSED H-FRAME LEG• ADD (1) 12x24 HYBRID CABLE TO PROPOSED ICE-BRIDGE• ADD (3) HEAVY-DUTY SECTOR FRAMES TO PROPOSED TOWER• ADD (6) PANEL ANTENNAS TO PROPOSED ANTENNA MOUNT• ADD (3) 700 RRU'S (RRUS4449 B13) TO PROPOSED ANTENNA MOUNT• ADD (3) AWS RRU'S (RRUS8843 B66) TO PROPOSED ANTENNA MOUNT• ADD (1) 12-PORT OVP TO PROPOSED ANTENNA MOUNT		<table><tr><td>PROPERTY OWNER: CITY AND BOROUGH OF WRANGELL 3 EVERGREEN AVE WRANGELL, AK 99929</td><td>CO-APPLICANT: AMY KARN VERIZON WIRELESS 635 EAST 40TH AVE ANCHORAGE, AK 99503 PHONE: (907) 786-9943</td><td>CO-APPLICANT: STEVE HEDGES VERTICAL BRIDGE DEVELOPMENT, LLC 750 PARK OF COMMERCE DR BOCA RATON, FLORIDA 33487 PHONE: (773) 988-1715 shedges@verticalbridge.com</td><td>TOWER OWNER: STEVE HEDGES VERTICAL BRIDGE DEVELOPMENT, LLC 750 PARK OF COMMERCE DR BOCA RATON, FLORIDA 33487 PHONE: (773) 988-1715 shedges@verticalbridge.com</td></tr></table>		PROPERTY OWNER: CITY AND BOROUGH OF WRANGELL 3 EVERGREEN AVE WRANGELL, AK 99929	CO-APPLICANT: AMY KARN VERIZON WIRELESS 635 EAST 40TH AVE ANCHORAGE, AK 99503 PHONE: (907) 786-9943	CO-APPLICANT: STEVE HEDGES VERTICAL BRIDGE DEVELOPMENT, LLC 750 PARK OF COMMERCE DR BOCA RATON, FLORIDA 33487 PHONE: (773) 988-1715 shedges@verticalbridge.com	TOWER OWNER: STEVE HEDGES VERTICAL BRIDGE DEVELOPMENT, LLC 750 PARK OF COMMERCE DR BOCA RATON, FLORIDA 33487 PHONE: (773) 988-1715 shedges@verticalbridge.com																				
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LEGAL DESCRIPTION		CODE COMPLIANCE																									
<p>INFORMATION PER TITLE REPORT NO. 60172, DATED OCTOBER 23, 2020, ISSUED BY STEWART TITLE COMPANY.</p> <p>TITLE IS VESTED IN: CITY OF WRANGELL</p> <p>LOT 12, 13 AND 14, BLOCK 5, ACCORDING TO THE OFFICIAL PLAT OF U.S. SURVEY 2127 FOR THE EASTERN ADDITION TO WRANGELL TOWN SITE, WRANGELL RECORDING DISTRICT, FIRST JUDICIAL DISTRICT, STATE OF ALASKA.</p>		<p>ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT CONDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES:</p> <p>ALASKA STATE AND LOCAL BUILDING CODES WITH THE FOLLOWING REFERENCE CODE:</p> <p>2012 INTERNATIONAL BUILDING CODE (IBC) 2012 INTERNATIONAL MECHANICAL CODE (IMC) 2012 INTERNATIONAL FIRE CODE (IFC) 2011 NATIONAL ELECTRIC CODE (NFPA 70) ANSI/TIA-222-H (REVISION H)</p>																									
DRIVING DIRECTIONS		APPROVALS																									
<p>(FROM WRANGELL AIRPORT)</p> <ul style="list-style-type: none">• HEAD NORTHWEST ON AIRPORT RD TOWARD EVERGREEN AVE.• TURN RIGHT AT THE FIRST CROSS STREET ONTO 3RD AVE.• TURN RIGHT ONTO GRAVEL DRIVEWAY.• SITE WILL BE LOCATED DIRECTLY AHEAD.		<table><tr><th>TITLE</th><th>SIGNATURE</th><th>DATE</th></tr><tr><td>REPRESENTATIVE</td><td></td><td></td></tr><tr><td>RF ENGINEER</td><td></td><td></td></tr><tr><td>PROPERTY OWNER</td><td></td><td></td></tr></table>		TITLE	SIGNATURE	DATE	REPRESENTATIVE			RF ENGINEER			PROPERTY OWNER														
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GENERAL NOTES

1. THESE DOCUMENTS ARE FOR THE DESIGN OF AN UNMANNED TELECOMMUNICATIONS FACILITY. THE FACILITY SHALL BE USED FOR THE TRANSMISSION OF RADIO SIGNALS FOR THE PURPOSE OF PROVIDING PUBLIC CELLULAR SERVICE. THE FACILITY WILL NOT BE OPEN TO THE PUBLIC AND SHALL HAVE RESTRICTED ACCESS TO THE WIRELESS CARRIER'S PERSONNEL AND SERVICE EQUIPMENT.
2. THE WIRELESS CARRIER CERTIFIES THAT THIS TELECOMMUNICATIONS FACILITY WILL BE SERVICED ONLY BY THE CARRIER'S EMPLOYEES AND THEIR SUB-CONTRACTORS, FOR INSPECTION AND REPAIR PURPOSES ONLY.
3. ON AVERAGE THE WIRELESS CARRIER'S EMPLOYEES OR SUB-CONTRACTORS (TYPICALLY ONE PERSON) WILL VISIT THE WIRELESS FACILITY TWO TIMES PER MONTH FOR A DURATION OF APPROXIMATELY ONE HOUR.
4. THIS FACILITY IS UNMANNED AND IS NOT FOR HUMAN HABITATION (NO ADA ACCESS IS REQUIRED).
5. THIS FACILITY WILL CONSUME NO UNRECOVERABLE ENERGY.
6. NO POTABLE WATER SUPPLY IS TO BE PROVIDED TO THIS FACILITY.
7. NO WASTE WATER WILL BE GENERATED FROM THIS FACILITY.
8. NO SOLID WASTE WILL BE GENERATED FROM THIS FACILITY.
9. WORK SHALL COMPLY WITH ALL APPLICABLE STATE AND FEDERAL CODES, ORDINANCES AND REGULATIONS. ALL NECESSARY LICENSES, CERTIFICATES, ETC., REQUIRED BY AUTHORITY HAVING JURISDICTION SHALL BE PROCURED AND PAID FOR BY THE CONTRACTOR.
10. WORK SHALL COMPLY WITH ALL MANUFACTURER'S RECOMMENDED SPECIFICATIONS. THE CONTRACTOR SHALL FOLLOW SPECIFICATIONS SHOWN IN THESE DOCUMENTS, ONLY WHEN THOSE SPECIFICATIONS ARE MORE STRINGENT THAN THE MANUFACTURER'S.
11. WHERE ONE DETAIL IS SHOWN FOR ONE CONDITION, IT SHALL APPLY FOR ALL LIKE OR SIMILAR CONDITIONS, EVEN THOUGH NOT SPECIFICALLY MARKED ON THE DRAWINGS OR REFERRED TO IN THE SPECIFICATIONS, UNLESS OTHERWISE NOTED.
12. IN EVERY EVENT, THESE CONSTRUCTION DOCUMENTS AND SPECIFICATIONS SHALL BE INTERPRETED AS A MINIMUM ACCEPTABLE MEANS OF CONSTRUCTION. HOWEVER, THIS SHALL NOT RELIEVE THE CONTRACTOR, SUB-CONTRACTOR, AND/OR SUPPLIER/MANUFACTURER FROM PROVIDING A COMPLETE AND CORRECT JOB WHEN ADDITIONAL ITEMS ARE REQUIRED TO THE MINIMUM SPECIFICATION. IF ANY ITEMS NEED TO EXCEED THESE MINIMUM SPECIFICATIONS TO PROVIDE A COMPLETE, ADEQUATE AND SAFE WORKING CONDITION, THEN IT SHALL BE DEEMED AND UNDERSTOOD TO BE INCLUDED IN THE DRAWINGS. FOR EXAMPLE, IF AN ITEM AND/OR PIECE OF EQUIPMENT REQUIRES A LARGER WIRE SIZE (I.E. ELECTRICAL WIRE), STRONGER OR LARGER PIPING, INCREASED QUANTITY (I.E. STRUCTURAL ELEMENTS), REDUCED SPACING, AND/OR INCREASED LENGTH (I.E. BOLT/ BAR LENGTHS), THEN IT SHALL BE DEEMED AND UNDERSTOOD TO BE INCLUDED IN THE BID/PROPOSAL. THESE DOCUMENTS ARE MEANT TO SERVE AS A GUIDE AND ALL ITEMS REASONABLY INFERRED SHALL BE DEEMED TO BE INCLUDED.
13. SEE THE STRUCTURAL ANALYSIS BY OTHERS UNDER SEPARATE COVER FOR APPLICABLE CODE REFERENCES AND PROPOSED DESIGN LOADS.
14. NO WORK SHALL COMMENCE WITHOUT THE APPROVED STRUCTURAL ANALYSIS REPORT (STAMPED AND SIGNED) PROVIDED BY OTHERS UNDER SEPARATE COVER.
15. THE CONTRACTOR, PRIOR TO INSTALLATION OF ANTENNAS, EQUIPMENT, AND/OR COAX CABLES, SHALL REVIEW THE APPROVED STRUCTURAL ANALYSIS AND MODIFY, IF REQUIRED, ALL APPLICABLE MEMBERS AS INDICATED IN THE CERTIFIED STRUCTURAL ANALYSIS.
16. THESE DESIGN DOCUMENTS AND SPECIFICATIONS SHALL NOT BE CONSTRUED TO CREATE A CONTRACTUAL RELATIONSHIP OF ANY KIND BETWEEN THE ENGINEER AND THE CONTRACTOR.
17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAILY CLEANUP OF ALL TRADES AND REMOVE ALL DEBRIS FROM THE CONSTRUCTION SITE. AT THE COMPLETION OF THE PROJECT, THE CONTRACTOR SHALL THOROUGHLY CLEAN THE BUILDING, SITE AND ANY SURROUNDING AREA TO BETTER THAN EXISTING CONDITION.
18. THE CONTRACTOR SHALL ADEQUATELY BRACE AND PROTECT ALL WORK DURING CONSTRUCTION AGAINST DAMAGE, BREAKAGE, COLLAPSE, ETC., ACCORDING TO APPLICABLE CODES, STANDARDS AND BEST CONSTRUCTION PRACTICES.
19. THE CONTRACTOR SHALL MEET ALL OSHA REQUIREMENTS FOR ALL SITE CONDITIONS AND INSTALLATIONS.
20. WHERE NEW PAVING, CONCRETE SIDEWALKS, OR PATHS MEET EXISTING CONSTRUCTION, THE CONTRACTOR SHALL MATCH THE EXISTING SLOPE AND ELEVATION AS TO MAINTAIN A SMOOTH TRANSITION.

21. ALL ITEMS NOT LISTED AS "EXISTING" OR "PROVIDED BY OTHERS" ARE TO BE SUPPLIED AND INSTALLED BY THE CONTRACTOR.
22. ALL MATERIALS FURNISHED UNDER THIS CONTRACT SHALL BE NEW, UNLESS OTHERWISE NOTED.
23. WHERE EXISTING MATERIALS ARE RE-USED, THE CONTRACTOR SHALL ENSURE THAT ALL OF THE EXISTING MATERIALS ARE FREE FROM DEFECTS OR HAVE BEEN REPAIRED TO LIKE NEW CONDITION.
24. ALL WORK SHALL BE GUARANTEED AGAINST DEFECTS IN MATERIALS AND WORKMANSHIP. THE CONTRACTOR SHALL REPAIR OR REPLACE AT THEIR EXPENSE ALL WORK THAT MAY DEVELOP DEFECTS IN MATERIALS OR WORKMANSHIP WITHIN ONE YEAR AFTER FINAL ACCEPTANCE OF THE ENTIRE PROJECT OR A PREDETERMINED PERIOD OF TIME (AS NEGOTIATED WITH THE PROPERTY OWNER AND WIRELESS CARRIER), WHICHEVER IS GREATER.
25. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGES TO THE EXISTING CONSTRUCTION AND REPAIR ALL DAMAGES TO BETTER THAN NEW CONDITION. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY DAMAGE TO THE BUILDING SITE OR ANY ADJACENT STRUCTURES. THE PROPERTY OWNER SHALL BE SOLE AND FINAL JUDGE AS TO THE QUALITY OF THE REPAIRED CONSTRUCTION. ANY REPAIRS OR MODIFICATIONS WHICH MUST BE MADE SHALL BE MADE AT THE EXPENSE OF THE CONTRACTOR.
26. THE EXISTING CONDITIONS REPRESENTED HEREIN ARE BASED ON VISUAL OBSERVATIONS AND INFORMATION PROVIDED BY OTHERS. LYNX CONSULTING INC. CANNOT GUARANTEE THE CORRECTNESS NOR COMPLETENESS OF THE EXISTING CONDITIONS AS SHOWN AND ASSUMES NO RESPONSIBILITY THEREOF. THE CONTRACTOR AND SUB-CONTRACTORS SHALL VISIT THE SITE AND VERIFY ALL EXISTING CONDITIONS AS REQUIRED FOR PROPER EXECUTION OF THE PROJECT. THE CONTRACTOR AND SUB-CONTRACTORS SHALL REPORT ANY CONFLICTS OR DISCREPANCIES TO THE ENGINEER PRIOR TO CONSTRUCTION.
27. THE CONTRACTOR SHALL CALL FOR UTILITY LOCATES, VERIFY LOCATIONS AND MARK ALL BURIED UTILITIES PRIOR TO PERFORMING ANY EXCAVATIONS OR GRADING ACTIVITIES.
28. DO NOT SCALE THESE DRAWINGS. DIMENSIONS ARE EITHER TO THE FACE OF FINISHED ELEMENTS OR TO THE CENTERLINE OF ELEMENTS, UNLESS OTHERWISE NOTED. CRITICAL DIMENSIONS SHALL BE VERIFIED AND THE ENGINEER SHALL BE NOTIFIED OF ANY DISCREPANCIES IMMEDIATELY.
29. LYNX CONSULTING INC. HAS NOT CONDUCTED, NOR DOES IT INTEND TO CONDUCT ANY INVESTIGATION AS TO THE PRESENCE OF HAZARDOUS MATERIALS, INCLUDING, BUT NO LIMITED TO, ASBESTOS WITHIN THE CONFINES OF THIS PROJECT. LYNX CONSULTING INC. DOES NOT ACCEPT RESPONSIBILITY FOR THE INDEMNIFICATION, REMOVAL, OR ANY EFFECTS FROM THE PRESENCE OF THESE MATERIALS. IF EVIDENCE OF HAZARDOUS MATERIALS IS FOUND, WORK IS TO BE SUSPENDED AND THE PROPERTY OWNER NOTIFIED. THE CONTRACTOR IS NOT TO PROCEED WITH FURTHER WORK UNTIL INSTRUCTED BY THE PROPERTY OWNER IN WRITING.
30. THE GENERAL CONTRACTOR AND EACH SUBCONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL EXISTING CONDITIONS, DIMENSIONS, AND UTILITIES ON SITE PRIOR TO THE COMMENCEMENT OF WORK. ALL DISCREPANCIES BETWEEN THESE DOCUMENTS AND THE EXISTING ONSITE CONDITIONS SHALL BE IMMEDIATELY BROUGHT TO THE ENGINEER'S ATTENTION. NO CLAIM FOR ADDITIONAL COMPENSATION FOR WORK WHICH COULD HAVE BEEN FORESEEN BY AN INSPECTION, WHETHER SHOWN ON THE CONTRACT DOCUMENTS OR NOT, WILL BE ACCEPTED OR PAID.
31. THE CONTRACTOR SHALL VERIFY AND COORDINATE SIZE AND LOCATION OF ALL OPENINGS FOR STRUCTURAL, MECHANICAL, ELECTRICAL, PLUMBING, CIVIL, OR ARCHITECTURAL WORK.
32. THE CONTRACTOR SHALL VERIFY THAT NO CONFLICTS EXIST BETWEEN THE LOCATIONS OF ANY AND ALL MECHANICAL, ELECTRICAL, PLUMBING, OR STRUCTURAL ELEMENTS AND THAT ALL REQUIRED CLEARANCES FOR THE INSTALLATION AND MAINTENANCE ARE MET. IN THE CASE OF ANY CONFLICTS, THE ENGINEER SHALL BE NOTIFIED IMMEDIATELY. THE ENGINEER HAS THE RIGHT TO MAKE MINOR MODIFICATIONS IN THE DESIGN OF THE FACILITY WITHOUT THE CONTRACTOR GETTING ADDITIONAL COMPENSATION.
33. IF THE CONTRACTOR OR SUB-CONTRACTORS FIND IT NECESSARY TO DEViate FROM THE ORIGINAL APPROVED PLANS, THEN IT IS THE CONTRACTOR'S AND THE SUB-CONTRACTOR'S RESPONSIBILITY TO PROVIDE THE ENGINEER WITH COPIES OF THE PROPOSED CHANGES FOR THEIR APPROVAL BEFORE PROCEEDING WITH THE WORK. IN ADDITION, THE CONTRACTOR AND SUB-CONTRACTORS SHALL BE RESPONSIBLE FOR PROCURING ALL NECESSARY APPROVALS FROM THE BUILDING AUTHORITIES FOR THE PROPOSED CHANGES BEFORE PROCEEDING WITH THE WORK. THE CONTRACTOR AND SUB-CONTRACTORS SHALL BE RESPONSIBLE FOR PROCURING ALL NECESSARY INSPECTIONS AND APPROVALS FROM BUILDING AUTHORITIES DURING EXECUTION OF THE WORK.

CONCRETE NOTES

1. ALL CONCRETE CONSTRUCTION SHALL BE IN ACCORDANCE WITH ACI-318.
2. CONCRETE SHALL BE MIXED, PROPORTIONED, CONVEYED AND PLACED IN ACCORDANCE WITH CHAPTER 19 OF THE IBC 2012, STRENGTHS AT 28 DAYS AND MIX CRITERIA SHALL BE AS FOLLOWS.

TYPE OF CONSTRUCTION	28 DAY STRENGTH (f _c)	W/C RATIO	MINIMUM CEMENT CONTENT PER CUBIC YARD
SLAB ON GRADE TOPPING SLABS CONCRETE PIERS	3,000 PSI	≤ 0.45	5 1/2 SACKS
ALL STRUCTURAL CONCRETE	4,000 PSI	≤ 0.45	6 1/2 SACKS
CONCRETE WALLS	4,000 PSI	≤ 0.45	6 1/2 SACKS

CEMENT SHALL BE ASTM C150, PORTLAND CEMENT TYPE II U.N.O.
3. THE GENERAL CONTRACTOR SHALL SUPERVISE AND BE RESPONSIBLE FOR THE METHODS AND PROCEDURES OF CONCRETE PLACEMENT.
4. ALL CONCRETE WITH SURFACES EXPOSED TO STANDING WATER SHALL BE AIR-ENTRAINED WITH AN AIR-ENTRAINMENT AGENT CONFORMING TO ASTM C260, C494, C989, AND C1017. TOTAL AIR CONTENT SHALL BE IN ACCORDANCE WITH TABLE 1904.2.1 OF THE IBC 2012.
5. REINFORCING STEEL SHALL CONFORM TO ASTM A615 (INCLUDING SUPPLEMENTS S1), GRADE 60, f_y=60,000 PSI. EXCEPTIONS: ANY BARS SPECIFICALLY SO NOTED ON THE DRAWINGS SHALL BE GRADE 40, f_y=40,000 PSI. GRADE 60 REINFORCING BARS INDICATED ON DRAWINGS TO BE WELDED SHALL CONFORM TO ASTM A706. REINFORCING COMPLYING WITH ASTM A615(S1) MAY BE WELDED ONLY IF MATERIAL PROPERTY REPORTS INDICATING CONFORMANCE WITH WELDING PROCEDURES SPECIFIED IN A.W.S. D14 ARE SUBMITTED.
6. REINFORCING STEEL SHALL BE DETAILED (INCLUDING HOOKS AND BENDS) IN ACCORDANCE WITH ACI 315 AND 318. LAP ALL CONTINUOUS REINFORCEMENT AT LEAST 30 BAR DIAMETERS OR A MINIMUM OF 2'-0". PROVIDE CORNER BARS AT ALL WALL AND FOOTING INTERSECTIONS. LAP CORNER BARS AT LEAST 30 BAR DIAMETERS OR A MINIMUM OF 2'-0". LAP ADJACENT MATS OF WELDED WIRE FABRIC A MINIMUM OF 8" AT SIDES AND ENDS.
7. WELDED WIRE FABRIC SHALL CONFORM TO ASTM A-165.
8. SPIRAL REINFORCEMENT SHALL BE PLAIN WIRE CONFORMING TO ASTM A615, GRADE 60, f_y=60,000 PSI.
9. NO BARS PARTIALLY EMBEDDED IN HARDENED CONCRETE SHALL BE FIELD BENT UNLESS SPECIFICALLY DO DETAILED OR APPROVED BY THE ENGINEER.
10. CONCRETE PROTECTION (COVER) FOR REINFORCING STEEL SHALL BE AS FOLLOWS:

FOOTINGS AND OTHER UNFORMED SURFACES, EARTH FACE	3"
FORMED SURFACES EXPOSED TO EARTH OR WEATHER	(#6 BARS OR LARGER) (#5 BARS OR SMALLER) 2" 1-1/2"
SLABS AND WALLS (INTERIOR FACE)	3/4"
11. BARS SHALL BE SUPPORTED ON CHAIRS OR DOBIE BRICKS.
12. ANCHOR BOLTS TO CONFORM TO ASTM A307.
13. NON-SHRINKING GROUT SHALL BE FURNISHED BY AN APPROVED MANUFACTURER AND SHALL BE MIXED AND PLACED IN STRICT ACCORDANCE WITH THE MANUFACTURER'S PUBLISHED RECOMMENDATIONS. GROUT STRENGTH SHALL BE AT LEAST EQUAL TO THE MATERIAL ON WHICH IT IS PLACED (3,000 PSI MINIMUM).
14. ALL EXPANSION ANCHORS TO BE HILTI BRAND. ADHESIVE ANCHORS REQUIRE TESTING TO CONFIRM CAPACITY UNLESS WAIVED BY ENGINEER.

CO-APPLICANT:

Item a.

CO-APPLICANT:

IMPLEMENTATION TEAM/CLIENT:

DO NOT SCALE DRAWINGS. CONTRACTOR MUST VERIFY ALL DRAWINGS AND ADVISE CONSULTANTS OF ANY ERRORS OR OMISSIONS. NO VARIATIONS OR MODIFICATIONS TO WORK SHOWN SHALL BE IMPLEMENTED WITHOUT PRIOR WRITTEN APPROVAL. ALL PREVIOUS ISSUES OF THIS DRAWINGS ARE SUPERSEDED BY THE LATEST REVISION. ALL DRAWINGS AND SPECIFICATIONS REMAIN THE PROPERTY OF LYNX CONSULTING, INC. NEITHER LYNX CONSULTING, INC. NOR THE ARCHITECT WILL BE PROVIDING CONSTRUCTION REVIEW OF THIS PROJECT.



May 05, 2021

REV	DATE	DESCRIPTION
5	5/05/21	REVISED DESIGN TO A SELF-SUPPORT TOWER
4	4/12/21	EQUIPMENT LOCATION REVISED PER VB COMMENT
3	3/29/21	FZD'S REVISED PER LANDLORD COMMENTS
2	1/19/21	FZD'S ISSUED FOR SUBMITTAL

PROJECT:

AK3
STICKEEN
3 EVERGREEN AVE
WRANGELL, AK 99929

SHEET TITLE:

GENERAL NOTES

FUZE NUMBER: 15906627	DATE: 12/30/20
DRAFTER: BEW	PROFESSIONAL OF RECORD BEW
REVISION NO:	SHEET NO:

5

N-1

SPECIAL INSPECTIONS

- RECOMMENDED TESTING AGENCY: _____ PHONE: (____) ____-____
- THE OWNER, OR THE OWNER'S AGENT, IS REQUIRED TO HIRE AN INDEPENDENT TESTING/INSPECTION AGENCY TO PERFORM REQUIRED SPECIAL INSPECTIONS.
- SPECIAL INSPECTOR MUST BE CONTACTED IN ADVANCE OF ANY WORK NOTED BELOW. IT IS THE RESPONSIBILITY OF THE OWNER OR OWNER'S DESIGNEE TO NOTIFY THE SPECIAL INSPECTION AGENCY AND SCHEDULE A BUILDING INSPECTION IN A TIMELY MANNER. COPIES OF ALL INSPECTION REPORTS MUST BE POSTED ON SITE AND SUMMARY LETTERS SUBMITTED TO THE BUILDING INSPECTION SUPERVISOR. UNRESOLVED NON-CONFORMANCIES MUST BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE MUNICIPALITY'S INSPECTOR.
- REQUIRED SPECIAL INSPECTIONS
2012 INTERNATIONAL BUILDING CODE; SECTIONS 1701, 1704, & 1705
- ☐ STRUCTURAL STEEL (1705.2; AISC 360)

☐ STEEL - OTHER THAN STRUCTURAL STEEL (1705.2.2)

☐ STRUCTURAL CONCRETE (1705.3)

☐ REINF. STEEL/PRESTRESSING TENDONS (1705.3)

☐ SHOTCRETE (1705.3; 1910)

☐ STRUCTURAL MASONRY (1075.4)

TMS 402/ACI 530/ASCE 5;

TMS 602/ACI 530.1/ASCE 6

☐ HIGH LOAD DIAPHRAGMS (WOOD 1705.5.1)

☐ GRADING, EXCAVATION, AND FILLING (SOILS 1705.6)

☐ DRIVEN DEEP FOUNDATIONS (1705.7)

☐ CAST-IN-PLACE DEEP FOUNDATIONS (1705.8)

☐ INSTALLATION OF PRECAST ELEMENTS (1705.3)

☐ OTHER _____
- ☐ SPRAYED FIRE-REST MATERIALS (1705.3)

☐ INTUMESCENT FIRE-RESIST CTGS (1705.14)

☐ EIFS (1705.15)

☐ POST-INSTALLED ANCHORS (1705.3; AISC 315: D.9.2)

☐ SMOKE CONTROL (1705.17)

☐ STRUCTURAL STEEL (SFRS 1705.11.1; AISC 314)

☐ STRUCTURAL WOOD (SFRS 1705.11.2)

☐ COLD FORMED STEEL FRAMING (SFRS 1705.11.2)

☐ ACCESS FLOORS (SFRS 1705.11.5.1)

☐ STORAGE RACKS (SFRS 1705.11.7)

☐ ARCHITECTURAL COMPONENTS (SFRS 1705.11.5)

☐ MECH. AND ELEC. COMPONENTS (SFRS 1705.11.6)

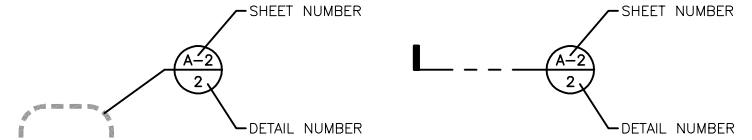
☐ SEISMIC ISOLATION SYSTEMS (SFRS 1705.11.8)

STRUCTURAL STEEL NOTES

1. SHOP DRAWINGS FOR STRUCTURAL STEEL SHALL BE SUBMITTED TO THE CONSULTANT FOR REVIEW PRIOR TO FABRICATION.
2. STRUCTURAL STEEL DESIGN, FABRICATION AND ERECTION (INCLUDING FIELD WELDING, HIGH STRENGTH FIELD BOLTING, EXPANSION BOLTS, AND THREADED EXPANSION ANCHORS) SHALL BE BASED ON A.I.S.I "SPECIFICATION FOR THE DESIGN, FABRICATION AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS" LATEST EDITION. SUPERVISION SHALL BE IN ACCORDANCE WITH IBC 2012 CHAPTER 22, BY A QUALIFIED TESTING AGENCY DESIGNATED BY THE ENGINEER. THE ENGINEER SHALL BE FURNISHED WITH A COPY OF ALL INSPECTION REPORTS AND TEST RESULTS.
3. STRUCTURAL STEEL SHALL CONFORM TO THE FOLLOWING REQUIREMENTS:

TYPE OF MEMBER	
WIDE FLANGE SHAPE S	ASTM A992, f _y 50 KSI
OTHER SHAPES, PLATES AND RODS	ASTM A36, f _y 36 KSI
PIPE COLUMNS	ASTM A53, f _y 35 KSI
STRUCTURAL TUBING	ASTM A500, f _y 46 KSI
ANCHOR BOLTS	ASTM A307
CONNECTION BOLTS	ASTM A325
4. ALL MATERIAL TO BE HOT DIPPED GALVANIZED AFTER FABRICATION PER A123/A123M--00.
5. ALL WELDING SHALL BE IN CONFORMANCE WITH A.I.S.I. AND AWS STANDARDS AND SHALL BE PERFORMED BY CERTIFIED WELDERS USING E70 XX ELECTRODES. ONLY PREQUALIFIED WELDS (AS DEFINED BY AWS) SHALL BE USED. WELDING OF GRADE 60 REINFORCING BARS (IF REQUIRED) SHALL BE PERFORMED USING LOW HYDROGEN ELECTRODES. WELDING OF GRADE 40 REINFORCING BARS (IF REQUIRED) SHALL BE PERFORMED USING E70 XX ELECTRODES. WELDING WITHIN 4" OF COLD BENDS IN REINFORCING STEEL IS NOT PERMITTED. SEE REINFORCING NOTE FOR MATERIAL REQUIREMENTS OF WELDED BARS.
6. COLD-FORMED STEEL FRAMING MEMBERS SHALL BE OF THE SHAPE, SIZE AND GAGE SHOWN ON THE PLANS. PROVIDE MINIMUM SECTION PROPERTIES INDICATED. ALL COLD-FORMED STEEL FRAMING SHALL CONFORM TO THE A.I.S.I. "SPECIFICATION FOR THE DESIGN OF COLD-FORMED STEEL STRUCTURAL MEMBERS".
7. BOLTED CONNECTIONS SHALL USE BEARING TYPE ASTM A325 BOLTS (3/4" DIAMETER) AND SHALL HAVE A MINIMUM OF TWO BOLTS UNLESS NOTED OTHERWISE.
8. NON-STRUCTURAL CONNECTIONS FOR STEEL GRATING MAY USE 5/8" DIAMETER ASTM A307 BOLTS UNLESS NOTED OTHERWISE.
9. ALL STEEL WORK SHALL BE PAINTED IN ACCORDANCE WITH THE DESIGN AND CONSTRUCTION SPECIFICATION AND IN ACCORDANCE WITH ASTM A36 UNLESS NOTED OTHERWISE.
10. ALL WELDS TO BE 1/4" FILLET UNLESS NOTED OTHERWISE.
11. TOUCH UP ALL FIELD DRILLING AND WELDING WITH 2 COATS OF GALVACON (ZINC RICH PAINT) OR APPROVED EQUAL.

LEGEND



Call Before You Dig

TITLE EXCEPTION STATEMENTS

- A. THE EXCEPTION IS A STANDARD EXCEPTION AND NOT THE TYPE TO BE DEPICTED HEREON
- B. THE EXCEPTION IS NOT LOCATED WITHIN THE PARENT PARCEL
- C. THE EXCEPTION IS LOCATED WITHIN THE PARENT PARCEL, BUT IS NOT LOCATED WITHIN THE LEASE AREA OR ANY VB EASEMENTS
- D. THE EXCEPTION IS LOCATED WITHIN THE PARENT PARCEL AND THE VB EASEMENTS, BUT IT IS NOT LOCATED WITHIN THE LEASE AREA
- E. THE EXCEPTION IS LOCATED WITHIN THE PARENT PARCEL AND THE LEASE AREA, BUT IS NOT LOCATED WITHIN THE VB EASEMENTS
- F. THE EXCEPTION IS BLANKET IN NATURE AND IS NOT PLOTTABLE
- G. THE EXCEPTION DOES NOT HAVE THE SUFFICIENT DATA TO DETERMINE ITS LOCATION

TITLE REVIEW SUMMARY

RECORD INFORMATION BELOW PER TITLE REPORT FILE NUMBER 19136, DATED SEPTEMBER 06, 2020, AS ISSUED BY STEWART TITLE GUARANTY COMPANY.

NOTE: ITEMS LISTED CORRESPOND WITH A LETTER THAT REFERS TO THE TITLE EXEMPTION STATEMENTS. LISTED BELOW, EG "ITEM 1, A" REFERS TO "THE EXEMPTION IS A STANDARD..."

- ITEM 1, A: ANY DEFECT, LIEN, ENCUMBRANCE, ADVERSE CLAIM, OR OTHER MATTER THAT APPEARS FOR THE FIRST TIME IN THE PUBLIC RECORDS OR IS CREATED, ATTACHES, OR IS DISCLOSED DURING THE COMMITMENT DATE AND THE DATE ON WHICH ALL OF THE SCHEDULE B, PART I - REQUIREMENTS ARE MET.
- ITEM 2, A: RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY THE PUBLIC RECORDS.
- ITEM 3, A: EASEMENTS, OR CLAIMS, OF EASEMENT, NOT SHOWN BY THE PUBLIC RECORDS.
- ITEM 4, A: ENCROACHMENTS, OVERLAPS, BOUNDARY LINE DISPUTES, OR OTHER MATTERS WHICH WOULD BE DISCLOSED BY AN ACCURATE SURVEY OR INSPECTION OF THE LAND.
- ITEM 5, A: ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR, OR MATERIAL HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS.
- ITEM 6, A: TAXES OR SPECIAL ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE PUBLIC RECORDS.
- ITEM 7, A: (A) UNPATENTED MINING CLAIMS;
(B) RESERVATIONS OR EXCEPTIONS IN PATENTS OR IN ACTS AUTHORIZING THE ISSUANCE THEREOF;
(C) WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT THE MATTERS EXCEPTED UNDER (A), (B) OR (C) ARE SHOWN BY THE PUBLIC RECORDS
- ITEM 8, A: RIGHTS OF THE STATE OR FEDERAL GOVERNMENT AND/OR PUBLIC IN AND TO ANY PORTION OF THE LAND FOR RIGHT OF WAY AS ESTABLISHED BY FEDERAL STATUTE RS 2477 (WHETHER OR NOT SUCH RIGHTS ARE SHOWN BY RECORDINGS OF EASEMENTS AND/OR MAPS IN THE PUBLIC RECORDS BY THE STATE OF ALASKA SHOWING THE GENERAL LOCATION OF THESE RIGHTS OF WAY).
- ITEM 9, A: MINERALS OF WHATSOEVER KIND, SUBSURFACE AND SURFACE SUBSTANCES, INCLUDING BUT NOT LIMITED TO COAL, LIGNITE, OIL, GAS, URANIUM, CLAY, ROCK, SAND AND GRAVEL IN, ON, UNDER AND THAT MAY BE PRODUCED FROM THE LAND, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO, WHETHER OR NOT APPEARING IN THE PUBLIC RECORDS OR LISTED IN SCHEDULE B. THE COMPANY MAKES NO REPRESENTATION AS TO THE PRESENT OWNERSHIP OF ANY SUCH INTERESTS. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF INTEREST THAT ARE NOT LISTED.
- ITEM 10, A: TAXES AND/OR ASSESSMENTS, IF ANY, DUE THE CITY OF WRANGELL, A REPORT OF WHICH WILL FOLLOW.
- ITEM 11, A: RESERVATIONS AND EXCEPTIONS AS CONTAINED IN THE U.S. PATENT AND ACTS RELATING THERETO.
- ITEM 12, A: TERMS AND CONDITIONS OF THE OPERATING AGREEMENT FOR VERTICAL BRIDGE DEVELOPMENT, LLC.
- ITEM 13, A: THIS OFFICE MUST BE FURNISHED WITH A COPY OF THE OPERATING AGREEMENT ALONG WITH ANY AND ALL AMENDMENTS THERETO FOR VERTICAL BRIDGE DEVELOPMENT, LLC.
- ITEM 14, A: TERMS AND CONDITIONS OF THE OPERATING AGREEMENT FOR VERTICAL BRIDGE HOLDCO, LLC.
- ITEM 15, A: THIS OFFICE MUST BE FURNISHED WITH A COPY OF THE OPERATING AGREEMENT ALONG WITH ANY AND ALL AMENDMENTS THERETO FOR VERTICAL BRIDGE HOLDCO, LLC.
- ITEM 16, A: IF WE ARE TO ISSUE AN EXTENDED COVERAGE LOAN POLICY, THE FOLLOWING WILL APPLY:
QUESTIONS OF RIGHTS OF PARTIES IN POSSESSION AND MATERIAL AND LABOR LIENS, DISPOSITION OF WHICH WILL BE DETERMINED BY SUBMISSION OF THE ENCLOSED ALTA LIEN AFFIDAVIT PROPERLY COMPLETED AND SIGNED BY THE OWNER AND, WHEN APPLICABLE, THE GENERAL CONTRACTOR. THE COMPANY MAY REQUIRE SUBMISSION OF AN AS-BUILT SURVEY IN ORDER TO ISSUE AN EXTENDED COVERAGE LOAN POLICY. IN ADDITION, INVESTIGATION SHOULD BE MADE IF ANY OTHER AGENCY INVOLVED IN THIS TRANSACTION MIGHT REQUIRE SUCH A SURVEY IN THE EVENT THAT A SURVEY IS OBTAINED, WE WOULD LIKE TO RECEIVE A COPY FOR OUR RECORDS.
- ITEM 17, A: NOTE: THERE HAVE BEEN NO DEEDS RECORDED WITHIN THE LAST 36 MONTHS AFFECTING THE HEREIN DESCRIBED LAND.

NOTES

1. THIS DRAWING IS BASED ON A FIELD SURVEY PERFORMED BY EDGE SURVEY AND DESIGN, LLC ON 11/16/2020.
2. ELEVATIONS SHOWN HEREON ARE NAVD88 ORTHOMETRIC HEIGHTS, AS DETERMINED BY A NGS OPUS SOLUTION HOLDING GEOID 12B.
3. COORDINATES SHOWN HEREON ARE ALASKA STATE PLANE ZONE 1, NAD83 (2011), EPOCH 2010.0000 US. SURVEY FEET.
4. THE BASIS OF BEARINGS FOR THIS DRAWING IS ALASKA STATE PLANE COORDINATE SYSTEM, ZONE 1.
- SITE NUMBER: XXXXXXXX
SITE NAME: XXXXXXXX
5. AT THE TIME OF THE SURVEY, THE FOLLOWING ENCROACHMENTS WERE EVIDENT ONTO OR BEYOND THE LEASE AREA: OVERHEAD UTILITY LINES AND DISCARDED TIRES ENCROACHING A MAXIMUM OF 37.0' ONTO LOT 13.
6. ALL ACCESS AND UTILITY EASEMENTS GO TO A CONFIRMED RIGHT-OF-WAY.
7. ALL LEASE AREA AND EASEMENTS ARE WITHIN THE PARENT PARCEL.
8. IN AREAS OF DENSE TIMBER, ONLY DOMINANT TREE ELEVATIONS SHOWN.

DESCRIPTION OF SUBJECT PROPERTY: (PER TITLE REPORT)

INFORMATION PER TITLE REPORT NO. 60172, DATED OCTOBER 23, 2020, ISSUED BY STEWART TITLE GUARANTEE COMPANY.

TITLE IS VESTED IN:

CITY OF WRANGELL

LOTS 12, 13 AND 14, BLOCK 5, ACCORDING TO THE OFFICIAL PLAT OF U.S. SURVEY 2127 FOR THE EASTERN ADDITION TO WRANGELL TOWNSITE, WRANGELL RECORDING DISTRICT, FIRST JUDICIAL DISTRICT, STATE OF ALASKA

U.S. SURVEY NO. 2096

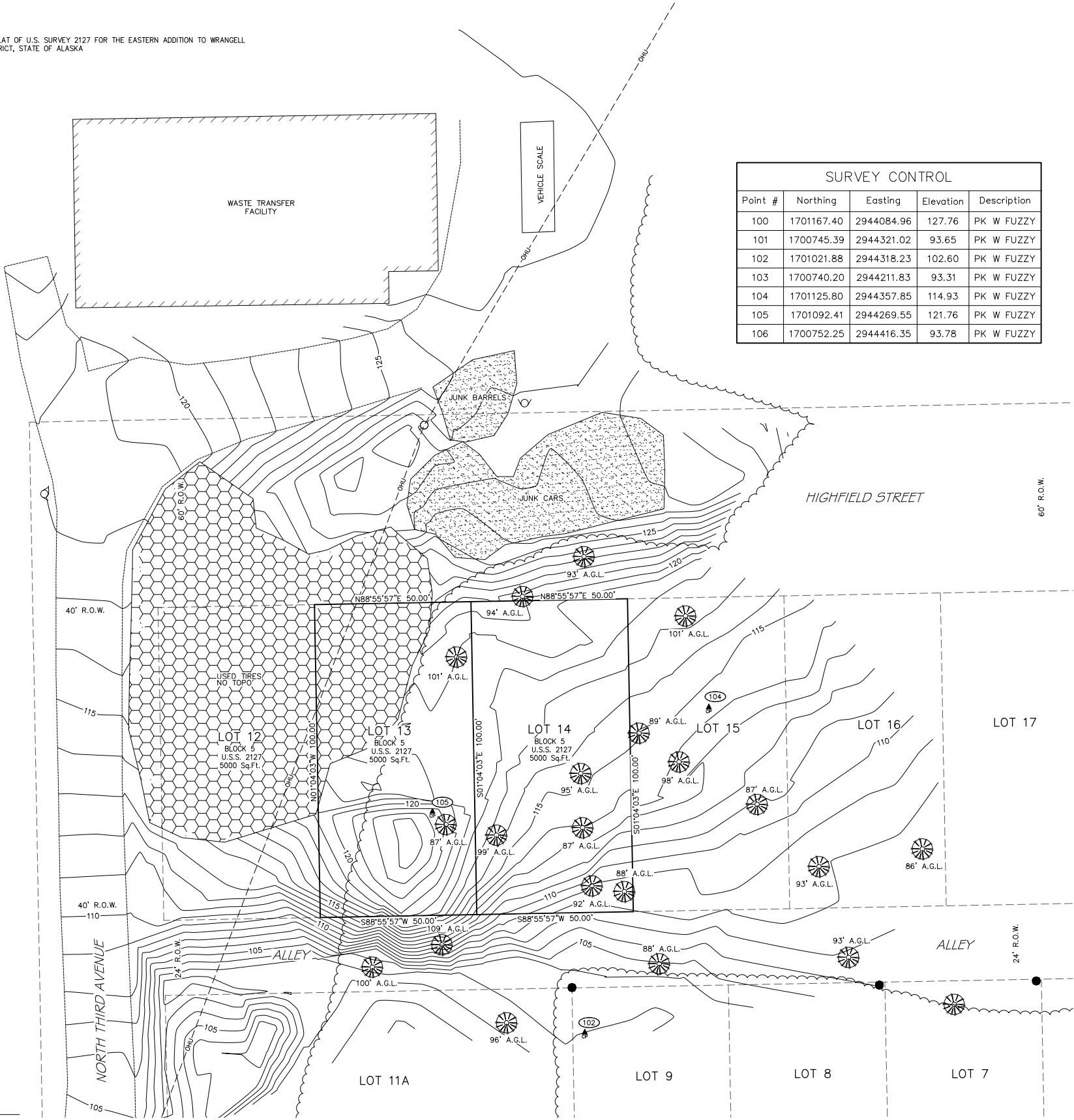
FAA 1A CERTIFICATE INFORMATION

THE COORDINATES BELOW ARE ACCURATE TO WITHIN 20± FEET HORIZONTALLY AND THAT THE GROUND ELEVATION IS ACCURATE TO WITHIN 3± FEET VERTICALLY.

PROPOSED TOWER LATITUDE: NORTH XXXXXXX

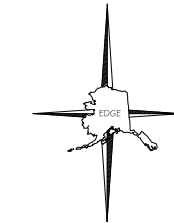
PROPOSED TOWER LONGITUDE: WEST XXXXXXX

EXISTING GROUND ELEVATION: XXXXXXXX



SURVEY CONTROL				
Point #	Northing	Easting	Elevation	Description
100	1701167.40	2944084.96	127.76	PK W FUZZY
101	1700745.39	2944321.02	93.65	PK W FUZZY
102	1701021.88	2944318.23	102.60	PK W FUZZY
103	1700740.20	2944211.83	93.31	PK W FUZZY
104	1701125.80	2944357.85	114.93	PK W FUZZY
105	1701092.41	2944269.55	121.76	PK W FUZZY
106	1700752.25	2944416.35	93.78	PK W FUZZY

VICINITY MAP
SCALE: 1" = 1 MILE



20' 10' 0' 20'
1" = 20'

LEGEND

- A.G.L. ABOVE GROUND LEVEL
- 104 CONTROL POINT
- CONIFEROUS TREE
- UTILITY POLE
- FOUND CORNER
- PROPERTY LINE
- ADJACENT PROP LINE
- LEASE AREA
- GRAVEL EDGE
- METAL GATE
- TREELINE
- OHU OVERHEAD UTILITY WIRE

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY TO: VERTICAL BRIDGE REIT, LLC, A DELAWARE LIMITED LIABILITY COMPANY; ITS SUBSIDIARIES, AND THEIR RESPECTIVE SUCCESSORS AND/OR ASSIGNS; TORONTO DOMINION (TEXAS) LLC, AS ADMINISTRATIVE AGENT, FOR ITSELF AND ON BEHALF OF THE LENDERS PARTIES FROM TIME TO TIME TO THAT CERTAIN SECOND AMENDED AND RESTATED LOAN AGREEMENT DATED JUNE 17, 2016 WITH VERTICAL BRIDGE HOLDCO, LLC, AS BORROWER, AND VERTICAL BRIDGE HOLDCO PARENT, LLC, AS PARENT, AS MAY BE AMENDED, RESTATED, MODIFIED OR RENEWED, THEIR SUCCESSORS AND ASSIGNS AS THEIR INTERESTS MAY APPEAR; AND STEWART TITLE GUARANTEE COMPANY.

PRELIMINARY

MARK A. AMONETTI
AKPLS 13055

DATE

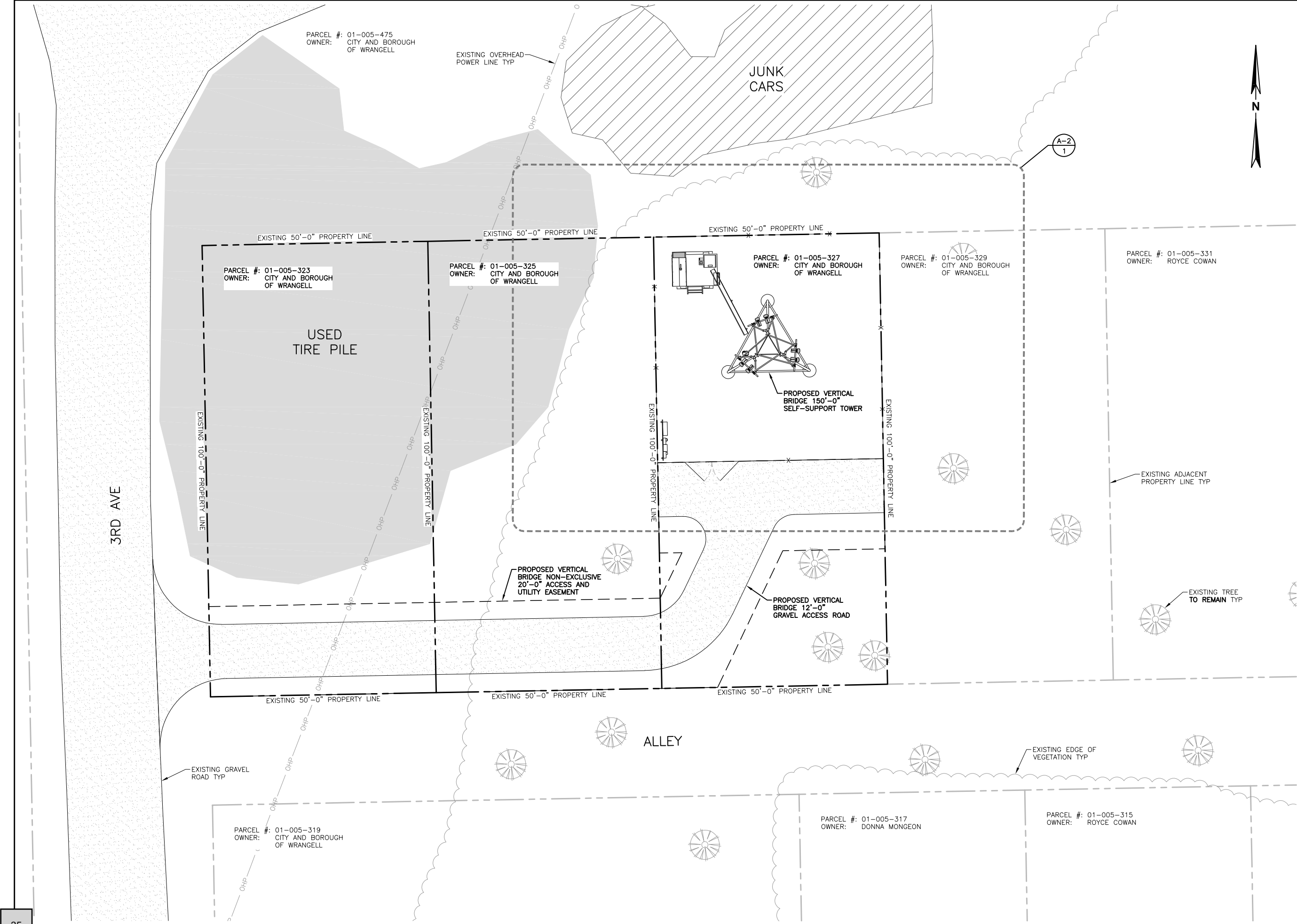


12501 OLD SEWARD, D ANCHORAGE, AK 99515
Phone (907) 344-5990 Fax (907) 344-7794

STIKINE
EXISTING CONDITIONS SURVEY

DRAWN BY: MB	DATE: 12/2/2020	PROJECT NO: 20-194
CHECKED BY: MA	SCALE: 1" = 20'	SHEET: 1 OF 1





CO-APPLICANT:

Item a.

verizon

CO-APPLICANT:

verticalbridge

IMPLEMENTATION TEAM/CLIENT:

LYNX

DO NOT SCALE DRAWINGS. CONTRACTOR MUST VERIFY ALL DRAWINGS AND ADVISE CONSULTANTS OF ANY ERRORS OR OMISSIONS. NO VARIATIONS OR MODIFICATIONS TO WORK SHOWN SHALL BE IMPLEMENTED WITHOUT PRIOR WRITTEN APPROVAL. ALL PREVIOUS ISSUES OF THIS DRAWINGS ARE SUPERSEDED BY THE LATEST REVISION. ALL DRAWINGS AND SPECIFICATIONS REMAIN THE PROPERTY OF LYNX CONSULTING, INC. NEITHER LYNX CONSULTING, INC. NOR THE ARCHITECT WILL BE PROVIDING CONSTRUCTION REVIEW OF THIS PROJECT.

STATE OF ALASKA

49 TH

Bertrand White

BERTRAND WHITE

No. CE106129

REGISTERED PROFESSIONAL ENGINEER

May 05, 2021

REV	DATE	DESCRIPTION
5	5/05/21	REVISED DESIGN TO A SELF-SUPPORT TOWER
4	4/12/21	EQUIPMENT LOCATION REVISED PER VB COMMENT
3	3/29/21	FZD'S REVISED PER LANDLORD COMMENTS
2	1/19/21	FZD'S ISSUED FOR SUBMITTAL

PROJECT:

AK3

STICKEEN

3 EVERGREEN AVE

WRANGELL, AK 99929

SHEET TITLE:

PROPOSED

SITE PLAN

FUZE NUMBER: 15906627	DATE: 12/30/20
DRAFTER: BEW	PROFESSIONAL OF RECORD BEW
REVISION NO: 5	SHEET NO: C-1

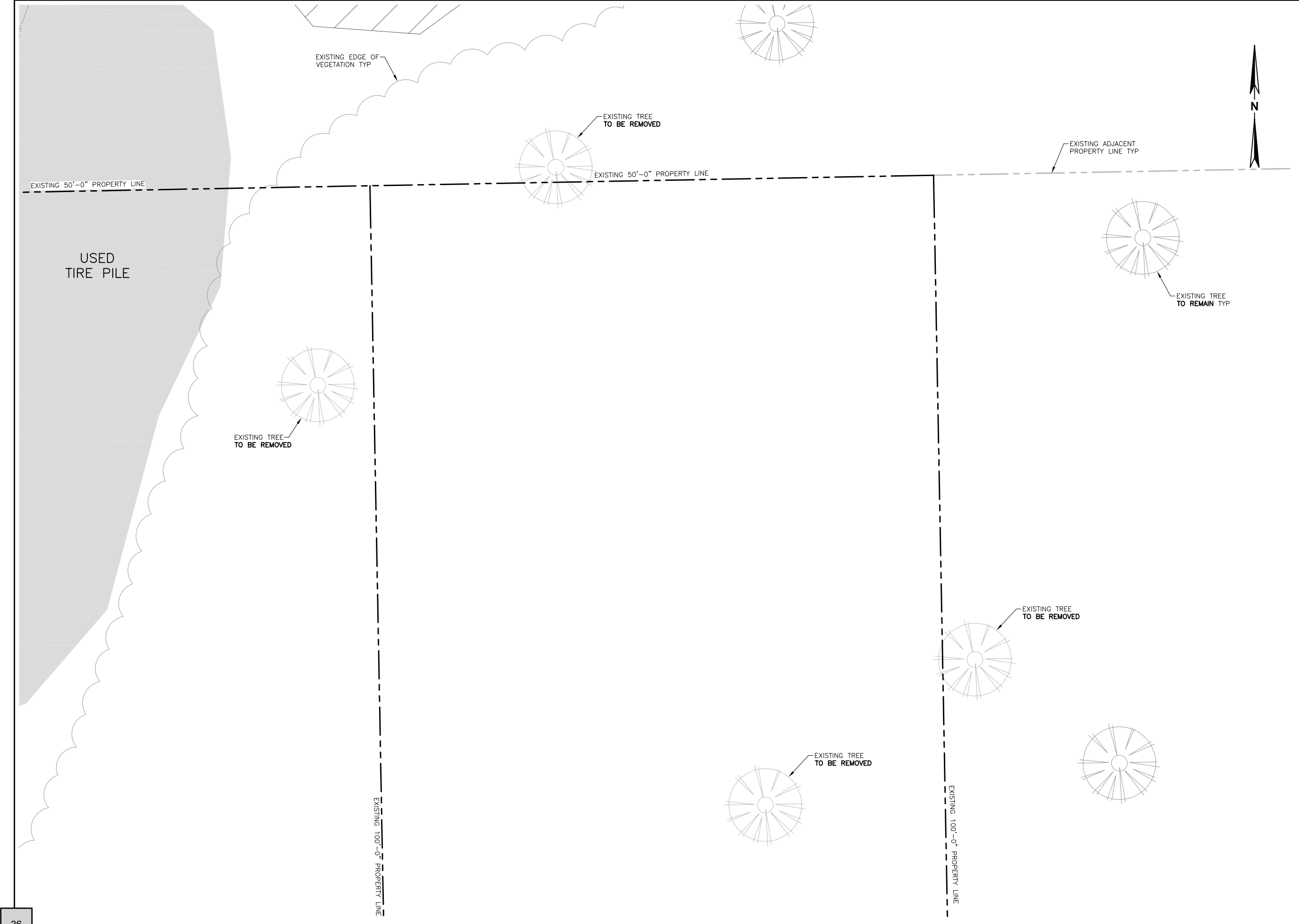
35

34" SCALE: 1"= 10'-0"

11" x 17" SCALE: 1"= 20'-0"

10' 5' 0' 10'

PROPOSED SITE PLAN | 1



CO-APPLICANT:

Item a.

verizon

CO-APPLICANT:

verticalbridge

IMPLEMENTATION TEAM/CLIENT:

LYNX

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PROJECT:

AK3

STICKEEN

3 EVERGREEN AVE

WRANGELL, AK 99929

SHEET TITLE:

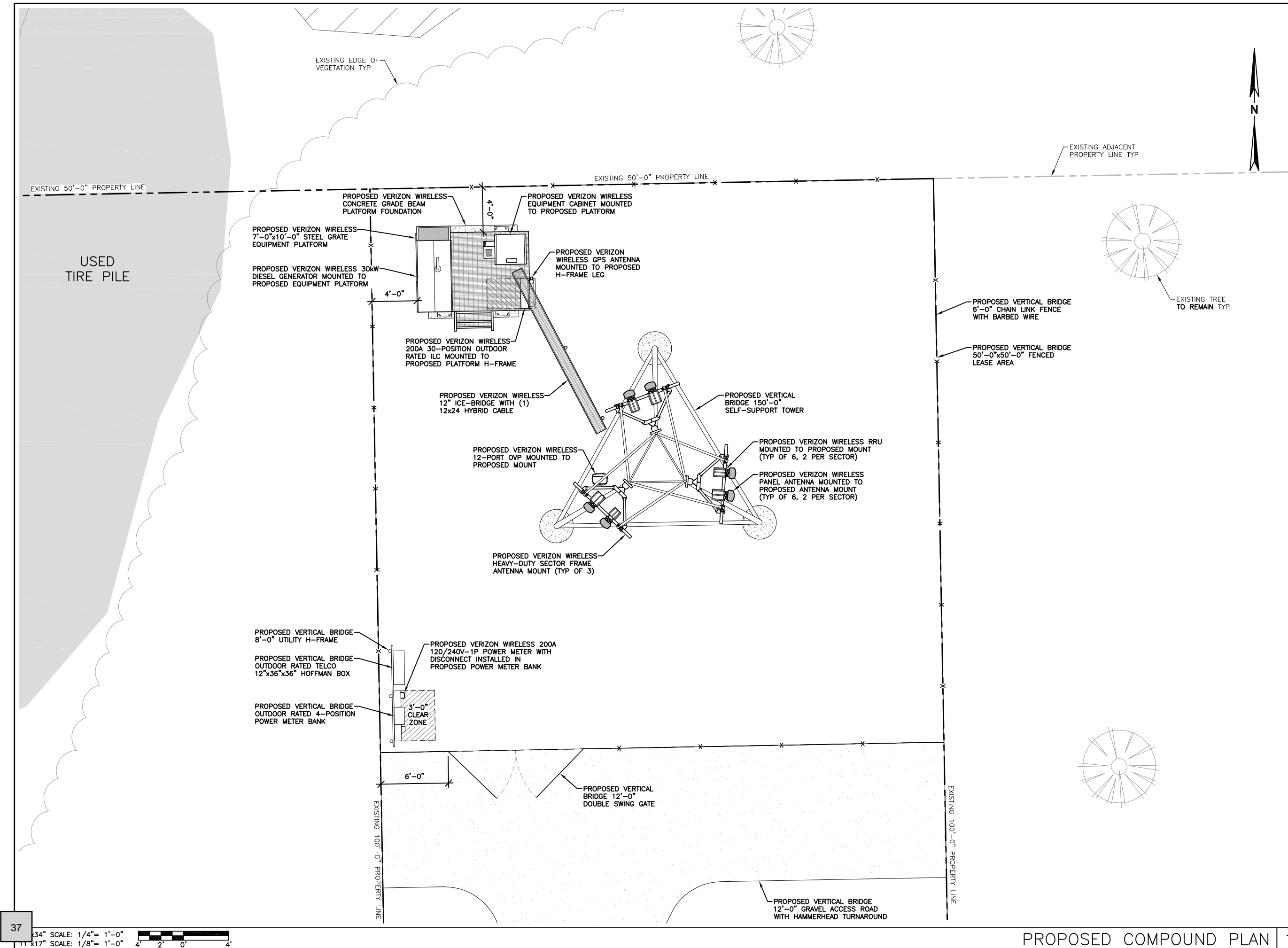
EXISTING

COMPOUND

PLAN

FUZE NUMBER: 15906627	DATE: 12/30/20
DRAFTER: BEW	PROFESSIONAL OF RECORD BEW
REVISION NO: 5	SHEET NO: A-1

EXISTING COMPOUND PLAN | 1



CO-APPLICANT:

tem a.



CO-APPLICANT:



verticalbridge

IMPLEMENTATION TEAM/CLIENT:



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PROJECT:

AK3
STICKEEN
3 EVERGREEN AVE
WRANGELL, AK 99929

SHEET TITLE:

PROPOSED COMPOUND PLAN

FUZE NUMBER: 15906627	DATE: 12/30/20
DRAFTER: BEW	PROFESSIONAL OF RECORD BEW
REVISION NO.	SHEET NO.

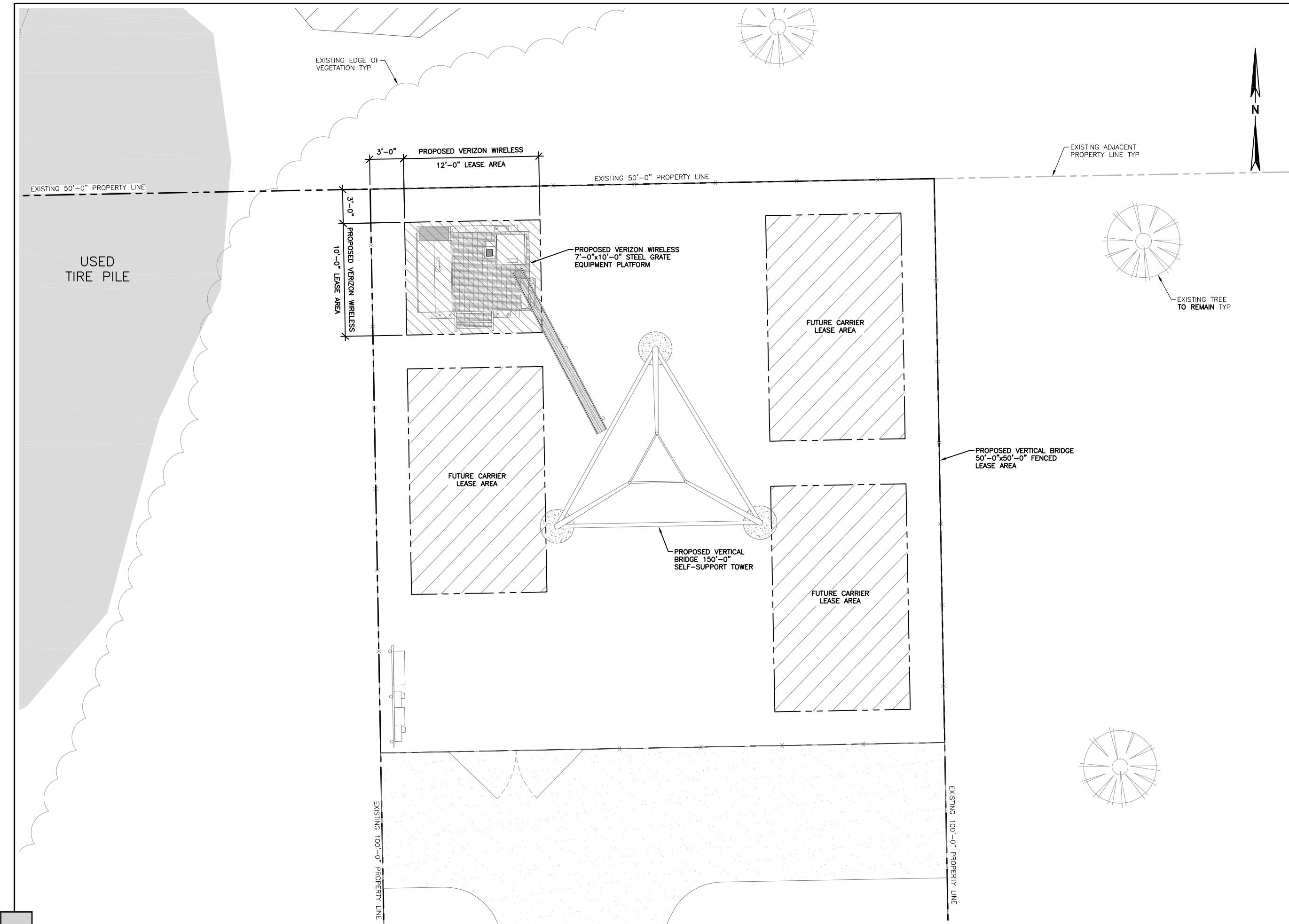
REVISION NO:

SHEET NO:

5

A-2

PROPOSED COMPOUND PLAN | 1



CO-APPLICANT:

Item a.
verizon

CO-APPLICANT:

verticalbridge

IMPLEMENTATION TEAM/CLIENT:

LYNX

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STATE OF ALASKA

49 TH

Bert White

BERTRAND WHITE

No. CE106129

REGISTERED PROFESSIONAL ENGINEER

May 05, 2021

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2	1/19/21	FZD'S ISSUED FOR SUBMITTAL

PROJECT:

AK3

STICKEEN

3 EVERGREEN AVE

WRANGELL, AK 99929

SHEET TITLE:

PROPOSED LEASE AREA PLAN

FUZE NUMBER: 15906627	DATE: 12/30/20
DRAFTER: BEW	PROFESSIONAL OF RECORD BEW
REVISION NO: 5	SHEET NO: A-3

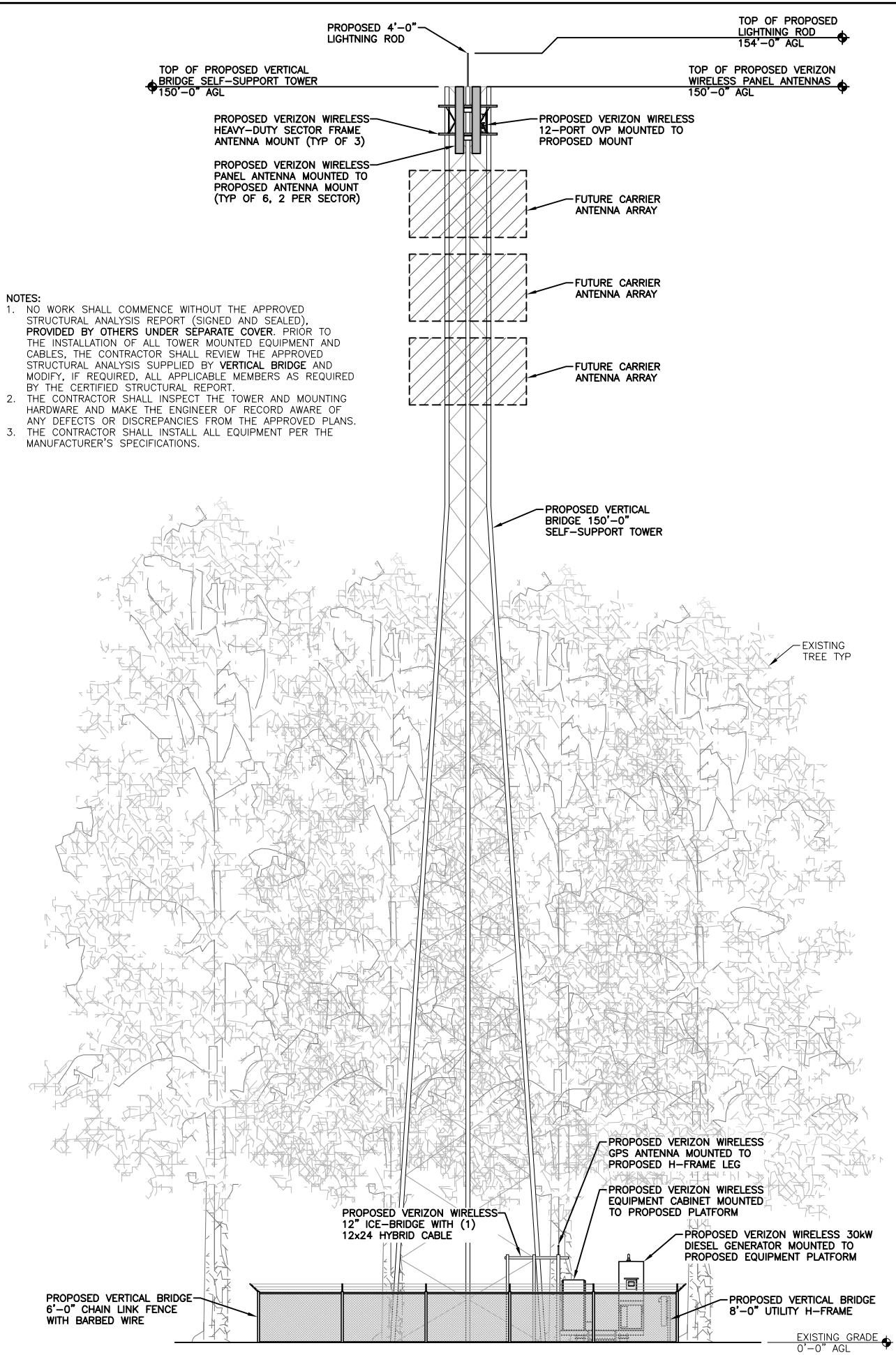
PROPOSED LEASE AREA PLAN | 1

22"x34" SCALE: NOT TO SCALE
11"x17" SCALE: NOT TO SCALE

NOT USED 3

39 22"x34" SCALE: NOT TO SCALE
11"x17" SCALE: NOT TO SCALE

NOT USED 2



- NOTES:
- NO WORK SHALL COMMENCE WITHOUT THE APPROVED STRUCTURAL ANALYSIS REPORT (SIGNED AND SEALED), PROVIDED BY OTHERS UNDER SEPARATE COVER. PRIOR TO THE INSTALLATION OF ALL TOWER MOUNTED EQUIPMENT AND CABLES, THE CONTRACTOR SHALL REVIEW THE APPROVED STRUCTURAL ANALYSIS SUPPLIED BY VERTICAL BRIDGE AND MODIFY, IF REQUIRED, ALL APPLICABLE MEMBERS AS REQUIRED BY THE CERTIFIED STRUCTURAL REPORT.
 - THE CONTRACTOR SHALL INSPECT THE TOWER AND MOUNTING HARDWARE AND MAKE THE ENGINEER OF RECORD AWARE OF ANY DEFECTS OR DISCREPANCIES FROM THE APPROVED PLANS.
 - THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT PER THE MANUFACTURER'S SPECIFICATIONS.

CO-APPLICANT:

Item a.

verizon

CO-APPLICANT:

verticalbridge

IMPLEMENTATION TEAM/CLIENT:

LYNX

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PROJECT:

AK3

STICKEEN

3 EVERGREEN AVE
WRANGELL, AK 99929

SHEET TITLE:

**PROPOSED
ELEVATION**

FUZE NUMBER: 15906627	DATE: 12/30/20
DRAFTER: BEW	PROFESSIONAL OF RECORD BEW
REVISION NO:	SHEET NO:

5 A-4

PROPOSED ELEVATION 1

22"x34" SCALE: 1/8" = 1'-0"
11"x17" SCALE: 1/16" = 1'-0"



22"x34" SCALE: NOT TO SCALE
11"x17" SCALE: NOT TO SCALE

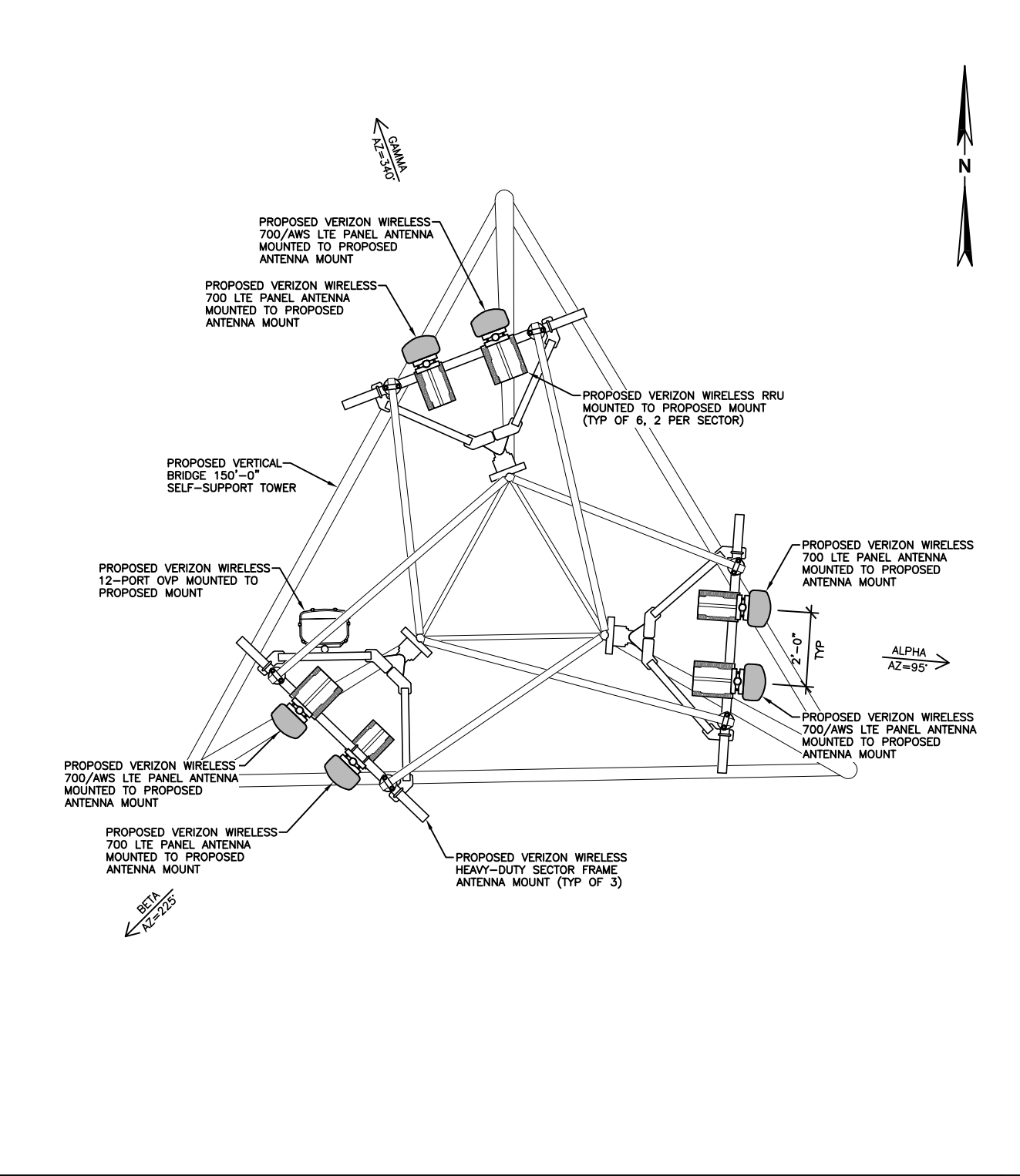
NOT USED3

40

22"x34" SCALE: NOT TO SCALE
11"x17" SCALE: NOT TO SCALE

NOT USED2

PROPOSED ANTENNA SCHEDULE														
ALPHA SECTOR	AZIMUTH	TIP HEIGHT	QTY	VENDOR	MODEL	LENGTH	WIDTH	DEPTH	MECH TILT	ELEC TILT	CABLE QTY	FEEDER TYPE	FEEDER LENGTH	ADDITIONAL EQUIPMENT
700	95°	150'-0"	1	COMMSCOPE	NHH-65C-R2B	96.0"	11.9"	7.1"	0°	3°	1	12-PORT OVP WITH 12x24 HYBRID	210'-0"	RRUS4449 B13
700 AWS	95°	150'-0"	1	COMMSCOPE	NHH-65C-R2B	96.0"	11.9"	7.1"	0°	3°				RRUS8843 B66
BETA SECTOR	AZIMUTH	TIP HEIGHT	QTY	VENDOR	MODEL	LENGTH	WIDTH	DEPTH	MECH TILT	ELEC TILT	CABLE QTY	FEEDER TYPE	FEEDER LENGTH	ADDITIONAL EQUIPMENT
700	225°	150'-0"	1	COMMSCOPE	NHH-65C-R2B	96.0"	11.9"	7.1"	0°	3°	0	NA	NA	RRUS4449 B13
700 AWS	225°	150'-0"	1	COMMSCOPE	NHH-65C-R2B	96.0"	11.9"	7.1"	0°	3°				RRUS8843 B66
GAMMA SECTOR	AZIMUTH	TIP HEIGHT	QTY	VENDOR	MODEL	LENGTH	WIDTH	DEPTH	MECH TILT	ELEC TILT	CABLE QTY	FEEDER TYPE	FEEDER LENGTH	ADDITIONAL EQUIPMENT
700	340°	150'-0"	1	COMMSCOPE	NHH-65C-R2B	96.0"	11.9"	7.1"	0°	3°	0	NA	NA	RRUS4449 B13
700 AWS	340°	150'-0"	1	COMMSCOPE	NHH-65C-R2B	96.0"	11.9"	7.1"	0°	3°				RRUS8843 B66



CO-APPLICANT:

Item a.

verizon

CO-APPLICANT:

verticalbridge

IMPLEMENTATION TEAM/CLIENT:

LYNX

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STATE OF ALASKA

49 TH

Bertrand White

BERTRAND WHITE

No. CE106129

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May 05, 2021

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PROJECT:

AK3

STICKEEN

3 EVERGREEN AVE

WRANGELL, AK 99929

SHEET TITLE:

PROPOSED

ANTENNA

CONFIGURATION

FUZE NUMBER: 15906627	DATE: 12/30/20
DRAFTER: BEW	PROFESSIONAL OF RECORD BEW
REVISION NO: 5	SHEET NO: RF-1

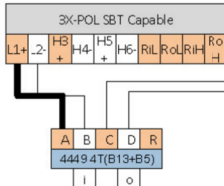
AK3 – STICKEEN [3 Sector – (4x4 700/AWS)]



6630-2-3-1					
	B13	B4			
		up to 20			
Bandwidth (MHz)	10	20			
Tx or Rx	4	4			

RET Control Path Note:
All Smart BiasT's (SBT)/Internal BiasT's, or External AISG RET Controllers are driven by the **BOLD** coax/jumper pathways.

Example:
Antenna port
driven by
RRH port 'A'



RRU Bands:	
700 -----	Band 13
AWS -----	Band 4
PCS -----	Band 2
850 -----	Band 5
AWS-1/3 -----	Band 66
CBRS -----	Band 48
LAA -----	Band 46

port A	700 alpha	40	4	4	1	1
port B	AWS1 alpha	80	4	8	1	2
port C						
port D						
port E						
port F	700 beta	40	4	4	1	1
port G	AWS1 beta	80	4	8	1	2
port H						
port J						
port K						
port L	700 gamma	40	4	4	1	1
port M	AWS1 gamma	80	4	8	1	2
port N						
port P						
port Q						
Total ABW		360	24	36	6	9

tem a.



CO-APPLICANT:



IMPLEMENTATION TEAM/CLIENT:



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PROJECT:	
----------	--

AK3
STICKEEN
3 EVERGREEN AVE
WRANGELL, AK 99929

SHEET TITLE:

PROPOSED IT DIAGRAM

FUZE NUMBER: 15906627	DATE: 12/30/20
DRAFTER: BEW	PROFESSIONAL OF RECORD BEW
REVISION NO:	SHEET NO:

5

RF-2

Evaluation of Compliance with FCC Guidelines for Human Exposure to Radiofrequency Radiation

**Site Address:
3 Evergreen Ave
Wrangell, AK 99929**

**Site Name:
AK3 STICKEEN**

**Prepared for:
Lynx Consulting**

on behalf of



May 26st, 2021

**Prepared By:
Andrew H. Thatcher, MSHP, CHP**

Introduction

This report assesses levels of exposure to radiofrequency (RF) energy from a new Verizon Wireless base station with antennas located on a self-support tower located on the property of Wrangell Landfill at 3 Evergreen Ave, Wrangel, AK 99929. The tower will have 6 new antennas operating at 750 MHz LTE and 2100 AWS LTE bands of service. The new antennas will be mounted at the elevations of 146' above grade. This report analyzes the cumulative RF exposures from the facility at ground level.

Executive Summary

Analysis shows that the cumulative emissions from the proposed Verizon Wireless transmitters will comply with FCC limits for human exposure to RF energy at any place of public access. Maximum RF exposure levels at all ground level locations will be less than 1% of the FCC exposure limits for the general public.

Site Description

The project will add 6 new antennas to serve 750 MHz LTE and 2100 AWS LTE bands of service. The following analysis is based on technical data provided by Verizon Wireless, which indicates that four transmitters will be used for 750 MHz and 2100 AWS3 LTE frequency bands.

Based on a search conducted on www.antennasearch.com, no other significant (i.e. capable of affecting compliance determinations for the present installation) RF emitting source exists within 2,000 feet of this location.

Exposure At Ground Level Outside the Building

Equation 6 of OET Bulletin 65¹ is used as the basis for ground level calculations as it considers a truly worst-case prediction of power density in an outdoor environment in which 100% of incoming radiation is assumed to reflect off a ground surface, resulting in a doubling of the predicted field strength and a four-fold increase in power density. Due to the considerable attenuation by building materials, exposure levels within buildings will be lower than those calculated outside buildings, typically by a factor of 10. The formula is as follows:

$$S = [EIRP] / [\pi \cdot D^2]$$

WHERE:

¹ Federal Communications Commission Office of Engineering and Technology. Evaluating Compliance with FCC Guidelines for Human Exposure to Radiofrequency Electromagnetic Fields. OET Bulletin 65. 1997.

S = Power density (mW/cm²)

EIRP = Effective isotropic radiated power (mW) (varies with angle as per manufacturer's specifications)

D = Hypotenuse distance (cm)

Ground Level Exposures

Table 1 shows the calculated maximum cumulative RF exposure at 6' above ground for the all sectors (0°-360°) assuming all antennas operating at 100% power and complete ground reflection. To determine the maximum cumulative exposure the total RF signal levels from each Verizon Wireless antenna were summed at each location as a percent of the FCC exposure limit (which varies somewhat with frequency). The maximum cumulative exposure at any location was determined to be 0.002 mW/cm² or 0.28% of the FCC general public exposure limit. This cumulative exposure was created by using the information provided by Verizon Wireless. Table 1 also provides the maximum effective radiated power in each frequency band.

Table 1: Calculated Ground Level Exposures						
Site Name:	AK3 STICKEEN					
	All Sectors (0-360 degrees)					
Carrier Type	Upper Bound ERP (watts)	Upper Bound ERP (dBm)	Antenna Height (ft)	Maximum outdoor exposure (with ground reflection) (mW/cm ²)	% of Standard	General Population Exposure Limit (mW/cm ²)
Ver 750 LTE	3950	65.97	146	7.8E-04	0.16%	0.500
Ver 2100 AWS	10830	70.35	146	1.2E-03	0.12%	1.000
				2.0E-03	0.28%	

Note: "maximum outdoor exposure" is calculated at the point at ground level where the cumulative exposure from all sources is at a maximum.

Discussion

The biological effects of RF energy have been extensively studied, and there are several thousand reports in the scientific literature on this subject. These reports have been critically reviewed by numerous independent panels, most recently the IEEE (formerly Institute of Electrical and Electronics Engineers) and the International Commission on Nonionizing Radiation Protection. These groups have affirmed existing health standards, or have developed and proposed standards for exposure to RF energy that are broadly similar to the FCC limits.

Conclusions/Recommendations

The cumulative emissions from the proposed Verizon Wireless transmitters will comply with FCC exposure limits for the general public at all locations outside the building. Present analysis shows that RF exposures are less than 1% of the FCC general public exposure limit.

It should be noted that wireless technology is changing rapidly, and companies including Verizon Wireless are frequently upgrading and introducing new services and updating existing services to new technologies. Consequently, the calculated exposure levels in Table 1 are based on current design data which may change in the future. Compliance after major changes to the site should be established based on current design information.

Certification

I hereby certify the following:

1. I have read and fully understand the FCC regulations concerning RF safety and the control of human exposure to RF fields.
2. To the best of my knowledge, the statements and information disclosed in this report are true, complete and accurate, based on engineering design data for the site supplied to me by Verizon Wireless.
3. The results of the analysis indicate that the site is in full compliance with the FCC regulations concerning RF exposure at all areas of public access.
4. Transmission equipment for the Verizon Wireless facility is certified by the FCC under the equipment authorization procedures set forth in the FCC rules. This assures that the wireless facility will transmit within assigned frequency bands, and at authorized power levels. The Verizon wireless facility will operate in accordance with all FCC rules regarding power, signal bandwidth, interference mitigation, and good RF engineering practices. The Verizon Wireless facility will comply with all FCC standards for radio frequency emissions.

Regards,



Andrew H. Thatcher, MSHP, CHP

**APPRAISAL REPORT
REAL ESTATE APPRAISAL**

Of
Solid Waste Cell Tower Site



NHN Highfield Street,
Wrangell, AK, 99929

As of
April 29, 2021

Prepared For
Ms. Carol Rushmore
City and Borough of Wrangell
PO Box 531
Wrangell, AK, 99929

Prepared by
RAMSEY APPRAISAL RESOURCE
Roger Ramsey, Alaska-AA 570

File Name:
RAR File # 21-016-P9

RAMSEY APPRAISAL RESOURCE

10615 Horizon Drive
Juneau,
AK, 99801

907-723-2936
Fax: 866-404-7117
rogerramsey@mac.com

July 29, 2021

Ms. Carol Rushmore
City and Borough of Wrangell
PO Box 531
Wrangell, AK 99929

Re: Appraisal Report, Real Estate Appraisal
Solid Waste Cell Tower Site
NHN Highfield Street,
Wrangell, AK, 99929

File Name: RAR File # 21-016-P9

Dear Ms. Rushmore:

At your request, I have prepared an appraisal for the above referenced property, which may be briefly described as follows:

The proposed exclusive lease area is the north half of lot 14. This area will be fenced and support a 150 high monopole tower and required ground support amenities. There will be a 12 foot wide driveway with in a 20 foot wide non-exclusive easement that encumbers the south side of lots 12, 13 and 14 (See plat page 26). Please see addendum for the current draft of the lease.

Please reference page 9 of this report for important information regarding the scope of research and analysis for this appraisal, including property identification, inspection, highest and best use analysis and valuation methodology.

I certify that I have no present or contemplated future interest in the property beyond this estimate of value. The appraiser has not performed any services regarding the subject within the three-year period immediately preceding acceptance of this assignment.

Your attention is directed to the Limiting Conditions and Assumptions section of this report (page 7). Acceptance of this report constitutes an agreement with these conditions and assumptions. In particular, I note the following:

Hypothetical Conditions:

- There are no hypothetical conditions for this appraisal.

Extraordinary Assumptions:

- There are no Extraordinary Assumptions for this appraisal.

Based on the appraisal described in the accompanying report, subject to the Limiting Conditions and Assumptions, Extraordinary Assumptions and Hypothetical Conditions (if any), I have made the following value conclusion(s):

Current As Is Market Value Monthly Lease Rate:

The "As Is" market lease Rate, as of April 27, 2021, is

Six Hundred and Forty Five (\$645)

.

Respectfully submitted,
Ramsey Appraisal Resource



Roger Ramsey
Alaska-AA 570

TABLE OF CONTENTS

Summary of Important Facts and Conclusions	5
Limiting Conditions and Assumptions	7
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Assessment and Taxes	32
Valuation Methodology	34
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Summary of Important Facts and Conclusions

GENERAL

Subject:	Solid Waste Cell Tower Site NHN Highfield Street, Wrangell, AK, 99929
	The proposed exclusive lease area is the north half of lot 14. This area will be fenced and support a 150 high monopole tower and required ground support amenities. There will be a 12 foot wide driveway with in a 20 foot wide non-exclusive easement that encumbers the south side of lots 12, 13 and 14 (See plat page 26)
Owner:	City and Bnorough of Wrangell
Legal Description:	Lot 14, Block 5, USS 2127
Date of Report:	July 29, 2021
Intended Use:	The intended use is for assistance in negotiations of a lease rate for the subject property..
Intended User(s):	The client, property owner and potential lessee.

Assessment:

Real Estate Assessment and Taxes					
Tax ID	Land	Improvements	Total Assessment	Tax Rate	Taxes
0	\$7,500	\$0	\$7,500	\$12.75	\$96

Notes:

Sale History:	The subject has not sold in the last three years, according to public records.
Current Listing/Contract(s):	The subject is not currently listed for sale, or under contract.

Land:

Land Summary						
Parcel ID	Gross Land Area (Acres)	Gross Land Area (Sq Ft)	Usable Land Area (Acres)	Usable Land Area (Sq Ft)	Topography	Shape
Lot 14, Block	0.11	5,000	0.11	5,000	Moderat slopes	Rectangular

Notes:

Zoning: Holding**Highest and Best Use of the Site:** Cell tower site**Type of Value:** Market Rent

VALUE INDICATIONS	
Rent Comparison Approach:	\$645

Limiting Conditions and Assumptions

Acceptance of and/or use of this report constitutes acceptance of the following limiting conditions and assumptions; these can only be modified by written documents executed by both parties.

This appraisal is to be used only for the purpose stated herein. While distribution of this appraisal in its entirety is at the discretion of the client, individual sections shall not be distributed; this report is intended to be used in whole and not in part.

No part of this appraisal, its value estimates or the identity of the firm or the appraiser(s) may be communicated to the public through advertising, public relations, media sales, or other media.

All files, work papers and documents developed in connection with this assignment are the property of Ramsey Appraisal Resource. Information, estimates and opinions are verified where possible, but cannot be guaranteed. Plans provided are intended to assist the client in visualizing the property; no other use of these plans is intended or permitted.

No hidden or unapparent conditions of the property, subsoil or structure, which would make the property more or less valuable, were discovered by the appraiser(s) or made known to the appraiser(s). No responsibility is assumed for such conditions or engineering necessary to discover them. Unless otherwise stated, this appraisal assumes there is no existence of hazardous materials or conditions, in any form, on or near the subject property.

Unless otherwise stated in this report, the existence of hazardous substances, including without limitation asbestos, polychlorinated biphenyl, petroleum leakage, or agricultural chemicals, which may or may not be present on the property, was not called to the attention of the appraiser nor did the appraiser become aware of such during the appraiser's inspection. The appraiser has no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraiser, however, is not qualified to test for such substances. The presence of such hazardous substances may affect the value of the property. The value opinion developed herein is predicated on the assumption that no such hazardous substances exist on or in the property or in such proximity thereto, which would cause a loss in value. No responsibility is assumed for any such hazardous substances, nor for any expertise or knowledge required to discover them.

Unless stated herein, the property is assumed to be outside of areas where flood hazard insurance is mandatory. Maps used by public and private agencies to determine these areas are limited with respect to accuracy. Due diligence has been exercised in interpreting these maps, but no responsibility is assumed for misinterpretation.

Good title, free of liens, encumbrances and special assessments is assumed. No responsibility is assumed for matters of a legal nature.

Necessary licenses, permits, consents, legislative or administrative authority from any local, state or Federal government or private entity are assumed to be in place or reasonably obtainable.

It is assumed there are no zoning violations, encroachments, easements or other restrictions which would affect the subject property, unless otherwise stated.

The appraiser(s) are not required to give testimony in Court in connection with this appraisal. If the appraisers are subpoenaed pursuant to a court order, the client agrees to pay the appraiser(s) Ramsey Appraisal Resource's regular per diem rate plus expenses.

Appraisals are based on the data available at the time the assignment is completed. Amendments/modifications to appraisals based on new information made available after the appraisal was completed will be made, as soon as reasonably possible, for an additional fee.

Americans with Disabilities Act (ADA) of 1990

A civil rights act passed by Congress guaranteeing individuals with disabilities equal opportunity in public accommodations, employment, transportation, government services, and telecommunications. Statutory deadlines become effective on various dates between 1990 and 1997. Ramsey Appraisal Resource has not made a determination regarding the subject's ADA compliance or non-compliance. **Non-compliance could have a negative impact on value, however this has not been considered or analyzed in this appraisal.**

Scope of Work

According to the Uniform Standards of Professional Appraisal Practice, it is the appraiser's responsibility to develop and report a scope of work that results in credible results that are appropriate for the appraisal problem and intended user(s). Therefore, the appraiser must identify and consider:

- the client and intended users;
- the intended use of the report;
- the type and definition of value;
- the effective date of value;
- assignment conditions;
- typical client expectations; and
- typical appraisal work by peers for similar assignments.

This appraisal is prepared for Ms. Carol Rushmore, -- City and Borough of Wrangell. The problem to be solved is to estimate the current 'As Is' market lease rate . The intended use is for assistance in negotiations of a lease rate for the subject property.. This appraisal is intended for the use of client, property owner and potential lessee..

SCOPE OF WORK	
Report Type:	This is an Appraisal Report as defined by Uniform Standards of Professional Appraisal Practice under Standards Rule 2-2(a). This format provides a summary or description of the appraisal process, subject and market data and valuation analyses.
Property Identification:	The subject has been identified by the legal description and the assessors' parcel number.
Inspection:	A complete inspection of the subject property has been made, and photographs taken.
Market Area and Analysis of Market Conditions:	A complete analysis of market conditions has been made.
Highest and Best Use Analysis:	A complete highest and best use analysis for the subject has been made. Physically possible, legally permissible and financially feasible uses were considered, and the maximally productive use was concluded.
Type of Value:	Market Rent
Rent Comparison Approach:	A rent comparison approach was applied as the purpose of this valuation is to establish market rent.

- Hypothetical Conditions:
- There are no hypothetical conditions for this appraisal.
- Extraordinary Assumptions:
- There are no Extraordinary Assumptions for this appraisal.

Comments

The Cost and Income Approaches to value were not applicable in developing this estimate of market rent, and therefore, not used. The Rental Comparison Approach was used in this market rent valuation. In this approach, rents of similar properties will be considered. A rental value is generally reliable if based on a large number of transactions. Due to the particular structure of the cell phone tower market with their site-specific needs along with their minimal site size requirements, the appraiser has determined that this method will accurately reflect the existing market behavior. The appraiser has considered leases of cell tower sites in arriving at an estimate of market rent.

In my research I gave most consideration to leases of sites for large standalone towers with significant foundations as well as smaller monopole tower sites. I interviewed developers, users, and land managers for properties which had cell tower leases.

To locate towers in Wrangell, I relied on a website that had a map of the local tower sites, found at http://www.cellreception.com/towers/towers.php?city=Wrangell&state_abr=ak.

After locating the towers. I then used CBW GIS program to identify who the property owners are. I took pictures of each tower and tried to photograph each sign describing the FCC #, Site ID and leasing contact.

I read a number of appraisals of cell tower sites and visited sites of leading valuation experts and called some valuation experts to get an idea of how cell site lease rates are determined.

Most of my more recent and private leases of Cell tower sites are in Juneau. For each comparable lease in the Juneau area for which I was able to get data on, I analyzed the site using a circular ring to determine the potential market reach of that site. Additionally, I looked at zoning restrictions for each site.

I then called a local attorney who has been working with a number of clients who have been called to sell their leases of cell sites to companies who buy them as easements. He gave me a number of one Charles Torre, who works for Landmark Dividend, one of these companies trying to buy out leases. So I called Charles, to try and get information on national trends for current lease rates. I figured he would want someone in the market to negotiate the best lease rate possible, as that would be good for his acquisition in the end. He said for a single user tower, rates would typically be between \$1,000 and \$1,500, depending on the site location, competition and other nearby sites which may be viable.

Since my best data for aggressively negotiated leases was in Juneau, I needed to figure out if there should be a rate adjustment between Wrangell and Juneau. To do this I looked at what co lessees are paying to be on towers in these two areas, from similar time periods.

Market Area Analysis

The following are excerpts from <http://www.seconference.org/wrangell>, appraiser analysis follows this.

Wrangell City and Borough*

Wrangell is one of the oldest non-Native settlements in Alaska. In 1811 the Russians began fur trading with area Tlingits and built a stockade named Redoubt St. Dionysius in 1834. The island was named for Ferdinand Von Wrangel, manager of the Russian-American Co. around 1830. The British Hudson Bay Co. leased the fort in 1840 and named the stockade Fort Stikine. A large Stikine Indian village, known as Kotzlitna, was located 13 miles south of the fort. The Tlingits claimed their own ancient trade rights to the Stikine River and protested when the Hudson Bay Co. began to use their trade routes, but two epidemics of smallpox, in 1836 and 1840, reduced the Tlingit population by half. The fort was abandoned in 1849 when furs were depleted. The fort remained under the British flag until Alaska's purchase by the U.S. in 1867. In 1868 a U.S. military post called Fort Wrangell was established and named for the island. The community continued to grow as an outfitter for gold prospectors, especially in 1861, 1874-77, and 1897. Riotous activity filled gambling halls, dance halls, and the streets. Thousands of miners traveled up the Stikine River into the Cassiar District of British Columbia during 1874 and to the Klondike in 1897. Glacier Packing Co. began operating in Wrangell in 1889. The Wilson & Sylvester Sawmill provided packing boxes for canneries and lumber for construction. The city was incorporated in 1903. By 1916, fishing and forest products had become the primary industries -- four canneries and a cold storage plant were constructed by the late 1920s. In the 1930s, cold packing of crab and shrimp was occurring. Abundant spruce and hemlock resources have helped to expand the lumber and wood products industry. The Alaska Pulp sawmill, Wrangell's largest employer, closed in late 1994 but was reopened on a smaller scale in 1998 by Silver Bay Logging. The city was dissolved and reincorporated as the City and Borough of Wrangell on May 1, 2008.

Location & Climate

The City and Borough of Wrangell is located on the northwest tip of Wrangell Island, 155 miles south of Juneau and 89 miles northwest of Ketchikan. It is near the mouth of the Stikine River, a historic trade route to the Canadian Interior. It lies at approximately 56.470830 North Latitude and -132.376670 West Longitude. (Sec. 25, T062S, R083E, Copper River Meridian.) Wrangell is located in the Wrangell Recording District. The area encompasses 2,582.0 sq. miles of land and 883.0 sq. miles of water. Wrangell is in the maritime climatic zone and experiences cool summers, mild winters, and year-round rainfall. Summer temperatures typically range from 42 to 64 °F; winter temperatures range from 21 to 44 °F. Average annual precipitation is 82 inches, with 64 inches of snowfall. Fog is common from September through December. *State of AK, DOT AMHS.

2019 Population

2,479 (1990 Census)
2,659 (Alaska Department of Community and Regional Affairs, as of August 1994)
2,758 (Alaska DCRA, as of August 1995)
2,595 (Alaska DCRA, as of August 1996)
2,543 (Alaska DCRA, as of August 1997)
2,589 (Alaska DCRA, as of August 1998)
2,549 (Alaska Department of Community and Economic Development, as of August 1999)
2,569 (Alaska DCED, as of August 2000)
2,308 (2000 Census)
2,308 (Alaska DCED, Jan 2002)
2,144 (Alaska DCED, Jan 2003)
2,113 (Alaska DCED, Jan 2004)
2,023 (Alaska DCED, Jan 2005)
1,974 (Alaska DCCED, Jan 2006)
1,911 (Alaska DCCED, Jan 2007)
1,947 (Alaska DCCED, Jan 2008)
2,072 (Alaska DCCED, Jan 2009) Borough population
2,112 (Alaska DCCED, Mar 2009 revised 2008 Borough population)
2,058 (Alaska DCCED, Jan 2010) Borough population
2,369 (2010 Census, as of Mar 2012)
2,144 (Alaska DCCED, Jan 2012)
2,448 (Alaska DCCED, Jan 2013)
2,456 (Alaska DCCED, Jan 2014)

Above information is found on the Wrangell Borough Website. Current DCCED population estimates are 2426 in 2019.

Following are some of the key industries, and the utility services as identified on the wrangell.com website

Marine Industry: The Marine Service Center is a thriving boat works facility for commercial and recreational vessels. Two lifts, 150-ton and 300-ton, and a 40 ton trailer provide haul out capabilities and local vendors provide the necessary services.

Timber: Wrangell has a long history in timber harvesting and processing. Once the primary economic driver for Wrangell, it is now a small contributor. While the industry is changing from an old growth harvesting model to a young growth harvesting program, there are still a few local businesses that provide a variety of timber products. The Economic Development Committee, with approval by the Assembly, developed a local Timber Products Plan to help guide community participation in State and Federal timber programs to provide incentive for industry investment.

Tourism: Visitor opportunities abound in Wrangell with the scenery and activities rivaling larger destinations! But we don't have the numbers of daily visitors which

mean you can fish alone on a stream, hikes can be quietly enjoyed by you and your friends, and scenic vistas are just that.. nothing but spectacular scenes.

Wrangell receives a few small cruiseships throughout the summer, but most visitors come via the Alaska Marine Highway and Alaska Airlines. Front Street hosts a variety of locally owned retail stores from gifts to hardware! The Wrangell Convention and Visitor Bureau recently did a [baseline analysis of the industry](#) and the draft report is available below. A list of the Cruise Calendar is also available.

[Seafood Processing](#): There are three commercial processors in Wrangell: Trident Seafoods, Sealevel Seafoods, and Alaska Seafoods, processing salmon, crab, shrimp, halibut and bottom fish.

Utilities and Services

The City and Borough of Wrangell provides drinking water, solid waste, waste water treatment and road maintenance for residents within the town proper, although public sewer and water service stops at 6 Mile Zimovia Highway . All municipal services have recently had new state of the art facilities constructed to address new environmental regulations meet community needs. Alaska State Department of Transportation administers the Wrangell Airport and provides road maintenance for Zimovia State Highway.

Electrical

Wrangell Municipal Light and Power supplies power to residents and businesses. In today's power market, Wrangell has very inexpensive power. The primary wholesale power source is Lake Tyee Hydro Electric Project. Tyee can provide 21 megawatts of power and serves Wrangell and Petersburg. Tyee is connected to Swan Lake Hydro in Ketchikan. Wrangell also has an 8+ megawatt diesel generating facility as a secondary backup source of power. Heavy industrial power users may be able to obtain a lower interruptible power rate through the Southeast Alaska Power Agency whom oversees the Tyee-Swan Lake hydro power projects.

RATES:

Residential: Base monthly rate \$8.00
0-300 KWH \$.126 per KWH
300 -1200 KWH \$.102 per KWH
>1200 KWH \$.08 per KWH

Small Commercial: Base monthly rate \$9.00
all KWH \$.116 per KWH

Large Commercial: Base monthly rate \$13.50
0-70,000 KWH \$.107 per KWH
> 70,000 \$.103 per KWH

Industrial: negotiated per KWH

Drinking Water

Drinking water is filtered through a state of the art sand filtration and ozonation plant. The community's current average daily water consumption is approximately 600,000 gallons per day. The water is not metered, thus residential and commercial uses pay different monthly base fees. Residential rate is \$32.28 and the commercial rate is defined by the Municipal Code based on type of business. Please contact the Utility Clerk for the most current commercial rates. That information can also be found on this website in our Ordinance in Chapter 15.08.

Solid Waste and Recycling

City and Borough of Wrangell provides weekly curbside garbage service. Solid waste is processed in a material recovery handling facility and currently shipped south to an approved landfill in eastern Washington. A volunteer recycling program is available for aluminum cans. The Wrangell Lion's Club promotes the "Cans for Kids" program, reinvesting proceeds from recycling the cans back into youth programs in the community. Residential rate is based on the garbage can size. Please contact the Utility Clerk for the most current commercial rates. That information can also be found on this website in our Ordinance in Chapter 9.04

Residential Rates

48 gallon can is \$24/mo

64 gallon can is \$39.90/mo

96 gallon can is \$43.98/mo

Commercial Rate: based on commercial can size and number of weekly pick-ups.

Waste Water Treatment

The City's new state of the art waste water treatment plant provides primary treatment to almost 85% of households. The remainder households use a state approved on-site treatment facility. Rates for residential customers is \$27.04 a month. Commercial rate is defined by the City Code base on type of business. Please contact the City's Utility Clerk for the most current commercial rates. That information can also be found on this website in our Ordinance in Chapter 15.08

Communications

Wrangell has excellent telecommunications for your business. Telecommunications is based on microwave and earth station links to a fiber optic network provided by GCI. Our local telecommunication providers offer a total package for your business requirements. Alaska Power and Telephone provides local phone service, and broadband internet/data services including wireless, DSL or 56K dial up connections. Long Distance service is provided by AP&T Long Distance, GCI Communication Inc., and AT&T. Local cellular service is provided by GCI Communication Inc.

GCI also provides cable television service.

Wrangell Sentinel publishes a weekly newspaper. The Sentinel is the oldest continually published newspaper in Alaska. Wrangell's local Public Radio Station KSTK 101.7FM provides music, news and community service announcements.

The Borough has been good about maintaining their infrastructure. Following are projects in the hopper approved by the assembly this year.

<u>Priority</u>	<u>Project Name</u>
1.	Public Safety Building Renovation
2.	High School and Middle School Life and Health Safety Upgrades <ul style="list-style-type: none"> • Fire Alarm System Upgrades • Elevator Replacement
3.	Upper Reservoir Bypass (Connection to Treatment Plant)
4.	Solid Waste Transfer Station Upgrades
5.	Diesel Generation Power Plant Replacement
6.	Ash Street Water Main Replacement
7.	Nolan Center Standby Generator Upgrades
8.	Inner Harbor Replacement
9.	Water Main Replacement Phase II, Zimovia Highway
10.	Drinking Water Dams Stabilization and Improvements
11.	Cemetery Expansion Development

Appraiser's Analysis:

Wrangell is a community that has been on the rise. They have many significant projects in the hopper and have seen explosive growth in their ship haul out facility. While their population shows a decline from the timber days it now appears to be growing slightly. Based on what I saw in the community, and the general attitude of market participants, I think Wrangell is generally a stable community with potential for moderate growth into the future. The new hospital which was recently completed, will be a boost for the economy, adding a good resource to the community that allows for broader health care and makes it possible for a wider range of people to reside in Wrangell.

As of the date of this valuation, there is a Novel Coronavirus that has been spreading through the world for the last year+. Most people in SE AK have had the opportunity to be vaccinated, which should go a long way towards stabilizing the economy. At the time and date of this valuation it is uncertain how this will affect values of real estate in Wrangell off into the future. No price drops were noted as of the date of value and demand seems to be strong in the market for residential real estate.

In talking with market participants involved in tours, they are expecting to have another down year, but better than 2020 in this coming 2021 season and expecting to be back to normal by the season of 2022.

Cell tower Market in Wrangell

I visited all the cell tower sites that I could in Wrangell. Typically, each tower has a plaque that states the site ID number, FCC# and who is operating the tower. Following is a table showing what I found in the Wrangell Market.

Cell Tower Location	Tower Owner	Co locators
20 Front Street	AP&T	unknown
Park Ave	Alascom/AT&T	None
Cemetery Point	Wrangell Radio Group	AT&T
Near Water Treatment plant	Vertical Bridge	none
Shoemaker Bay	Vertical Bridge	

I think the biggest news for this market is that T-Mobile and Sprint have been allowed to merge. Below are the largest carriers in the US. As can be seen if Sprint and T-mobile combined they would be right in there with AT&T and Verizon, based on size. Currently Sprint and T-Mobile use GCI antenna arrays in around SE AK, and according to reviews from customers, service is not great. With this merger it is very likely they will be building out their own system to remain competitive. In order to do this, they will need to rely on companies like American Tower, SBA, and Vertical Bridge to develop their infrastructure. Additionally, the largest provider in the US, Verizon also needs to build out infrastructure in SE AK. They have been using ACS Antennas and their service is poor compared to AT&T, per reviews. AT&T is charging ahead and hopes to implement 5 G, which will require placing more towers or leasing space from these tower providers. All this means that demand for space on towers is not going away and for companies like Vertical Bridge, who is positioning themselves to be a one stop shop for providing service in SE AK, the outlook is good.

Rank	Provider Name	Subscribers (Millions)
1	Verizon Wireless	146
2	AT&T Mobility	134.2
3	T-Mobile US	72.6
4	Sprint Corporation	59.7
5	U.S. Cellular	5

Providers are hard to get information out of about coverage as they do not want to reveal gaps that may give others an advantage. Most people today, have and rely on cell phones. While that number probably will only change with increases or decreases in population, where people are using their cell phones and data demands as people move from hard lines to cell data have the potential to significantly increase demand for cell service. The 5 G revolution, will require even more locations. In our current situation with the corona virus and people working from home away from their work land lines could really increase demand for cell phones.

In Juneau, based on my research talking with Cell tower site owners, it appears cell towers developed a presence in the early 2000 and then a cluster of new sites in 2006-2007 and then another expansion in cluster in 2011-2013, when more cell phone providers entered the market. The greater number of seasonal cruise ship passengers puts a stress on the current towers and I am seeing cell providers negotiating for a new towers close by the area where the cruise ships dock. Wrangell will not have as much of a problem as Juneau has because it does not have as many cruise ships.

Locations for cell towers can be on top of buildings, in open more remote areas in parking lots and industrial areas. In general, they can range from a few hundred square feet to upward of 2,000 SF to 3,000 SF, although building locations can be small. The site requirements include a base foundation for the tower itself and adjacent equipment buildings, which can be spread out on the larger sites, or stacked on the smaller sites. Other requirements are that there be access and power available. The main requirement, is the location must reach largest number of prospective users. Oftentimes, these require specific areas where a tower can feasibly be perched to cover an area. Sometimes, there are other potential locations to reach a search area, creating a greater supply relative to the demand, which would tend to suppress fees in these areas.

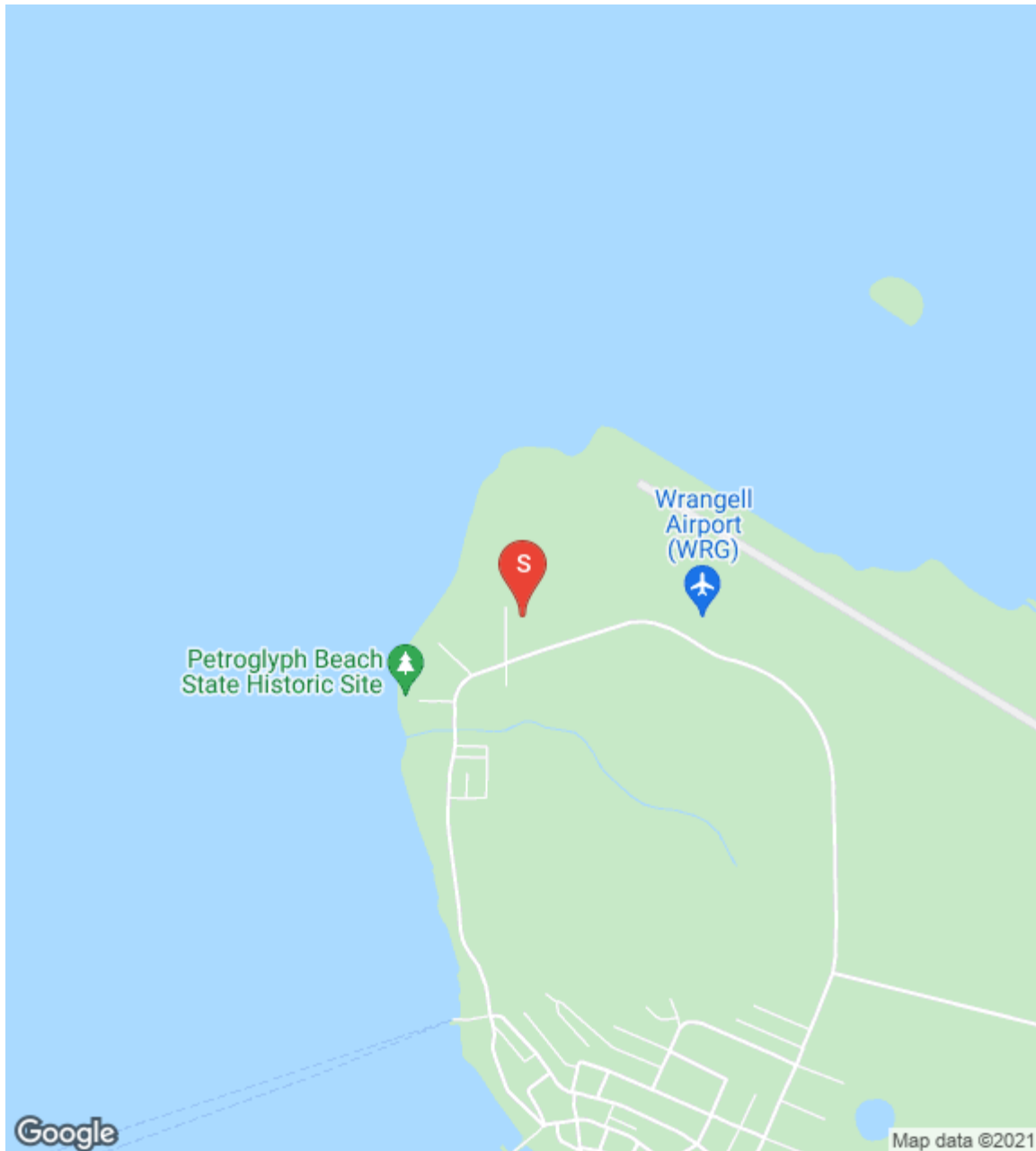
So along with potential reach of a particular location, current towers in the area, the requirement from the local code to collocate whenever possible, zoning restrictions, other things to consider are the cost to develop the site. For instance, is the site going to require a significant amount of fill? How far is it to the nearest power source?

The following map located at the following web site was used to locate the existing cell tower sites.

<http://www.cellreception.com/towers/towers.php?Location Map>



While this map is supposed to show all the towers it is obviously incomplete as it does not show the Shoemaker bay one.



Property Description

The proposed exclusive lease area is the north half of lot 14. This area will be fenced and support a 150 high monopole tower and required ground support amenities. There will be a 12 foot wide driveway with in a 20 foot wide non-exclusive easement that encumbers the south side of lots 12, 13 and 14 (See plat page 26)

SITE	
Location:	lot 14, Highfield Street
Current Use of the Property:	Vacant
Site Size:	Total: 0.11 acres; 5,000 square feet
	Usable: 0.11 acres; 5,000 square feet
Shape:	Rectangular
Frontage/Access:	The subject property has fair access with frontage as follows: <ul style="list-style-type: none"> Highfields Street: 50 feet The site has an average depth of 100 feet. It is not a corner lot.
Visibility:	good from the solid waste facility
Topography:	gently sloping
Soil Conditions:	The soil conditions observed at the subject appear to be typical of the region and adequate to support development.
Utilities:	Electricity: overhead public electricity Sewer: Public sewer Water: Public water
Site Improvements:	<ul style="list-style-type: none"> None
Wetlands/Watershed:	No significant wetlands were noted
Environmental Issues:	There is a bit of debris that has migrated to the site from the solid waste facility
Encumbrance / Easements:	Currently none.
Site Comments:	This site would have developed access from the solid waste

facility property which is encumbering Highfield Street. There is an alley on the south side of the property, which is undeveloped. The site is moderately sloping from north to south. The actual plan is to bring in access from 3rd street across Lot 12 and 13 on their south ends. Lot 13 has a rock knoll in this area where access is to be developed. According to Todd White who has done extensive work in this area this knoll will more than likely need to be chipped and the material could be used for the road bed. He said that even though this source is on site it will still cost three times as much as what it would be to bring material in and bring material in and placing it would cost about \$30 per yard. So, we are talking \$90 per yard to deal with this on-site knoll. Based on my site visit, I am estimating 50 yards would need to be moved from this knoll.

The area of the non-exclusive driveway is estimated at 200 lineal feet and 12 feet wide, giving it a surface area of 2400 SF. The area going across Lot 13 will need no base developed as it has the knoll. Estimating the rest will need a base at a depth of 2 feet allows us to estimate as follows: $150' \times 12' \times 2' = 3600$ Feet cubed. Dividing this by 27 gives us yards of material required at 133.33 yards. Estimating that they will need to fill about $\frac{1}{2}$ the of the exclusive lease area $50' \times 25'$ to install the tower and the on ground equipment for the first locator, indicated an additional 92.59 yards of fill. Therefore, it appears the yards required are around 226. According to Todd White 151 of these yards would cost \$30 per yard \$4,530 and the 50 yards which need moving from the knoll would cost \$90 per yard, would cost \$4500. Therefore, it appears the cost for material in place for the exclusive area and non-exclusive area is around \$9000. This number should be double to reflect coordination and contingency costs.

Lease Synopsis (full lease Draft located in addendum)

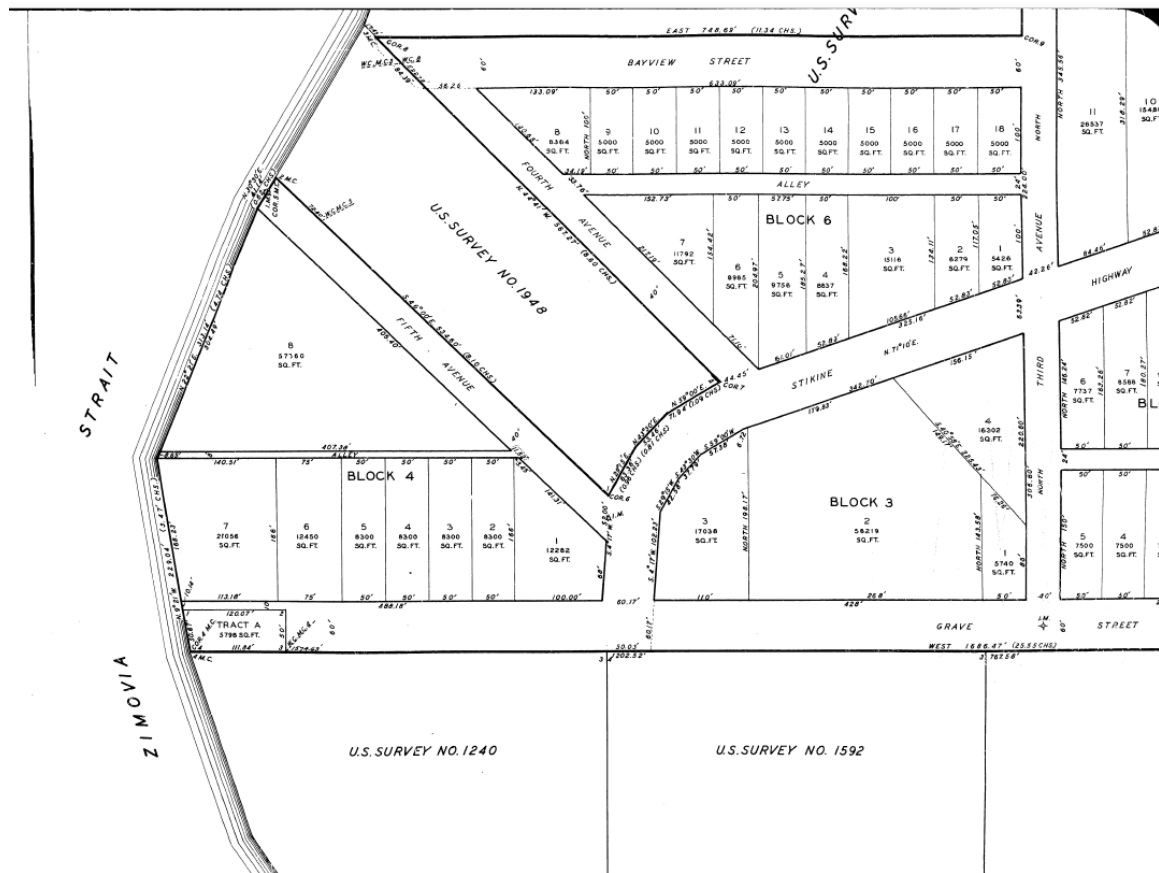
Lot 12, 13, and 14 Block 5, according to the Official Plat of U.S.S. 2127 for the Eastern Addition to Wrangell Townsite Wrangell Recording District, First Judicial District, State of Alaska

The cell tower site is wholly within Lot 14, Block 5, USS 2127 , a 50' X 50' area.

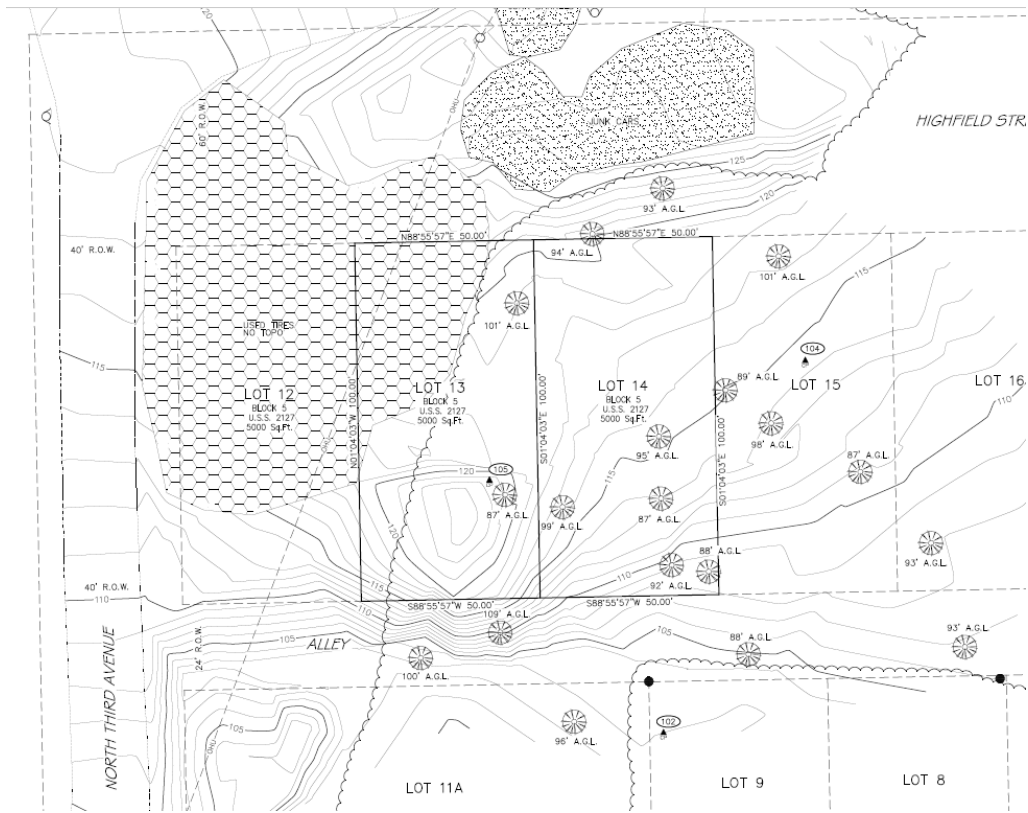
The nonexclusive Access and Utility easement is a 20' wide area through Lot 12, Lot 13 and Lot 14 with a 20' X 50' staging and parking area on Lot 14. Wrangell Recording District, First Judicial District, State of Alaska.

The CBW grants the Lessee three (3) options to renew this Lease for five (5) years each, with a maximum total term of twenty (20) years. Lessee shall exercise this option by written notice given to the CBW at least thirty (30) calendar days prior to expiration of the underlying lease term.

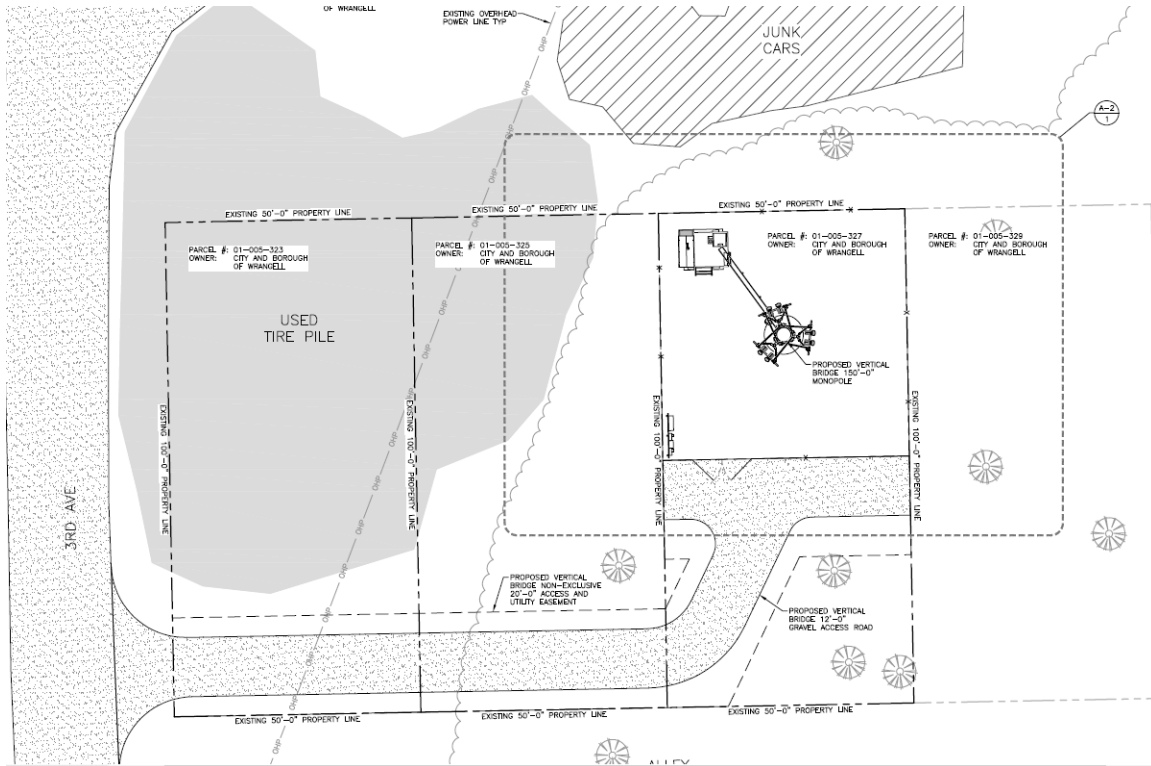
For any subsequent sublease of the Leased Premises, rent shall be 30% of rent charged to the first additional sublessee; 40% of rent charged to the second additional sublessee; and 50% of rent charged to the third, and all additional sublessees.

Site Plan/Tax Map/Survey

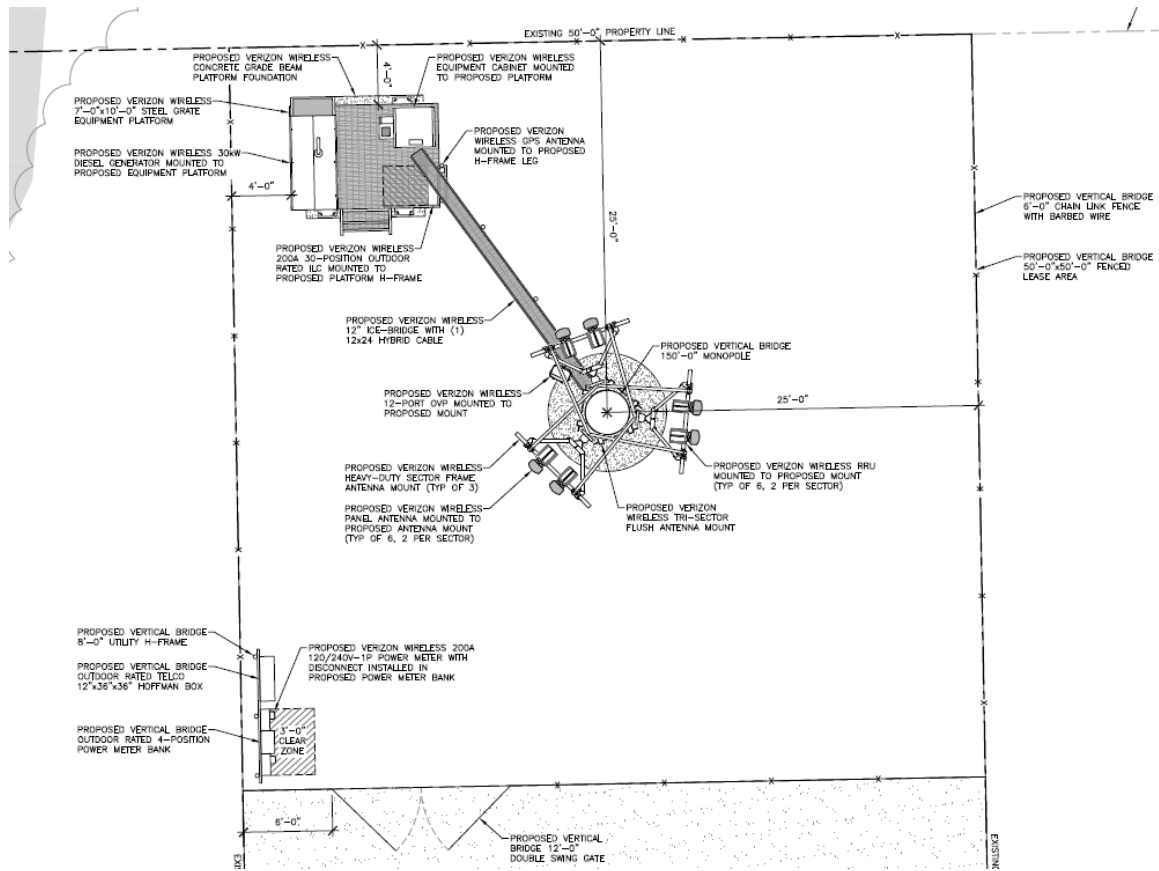
Excerpt from USS 2127



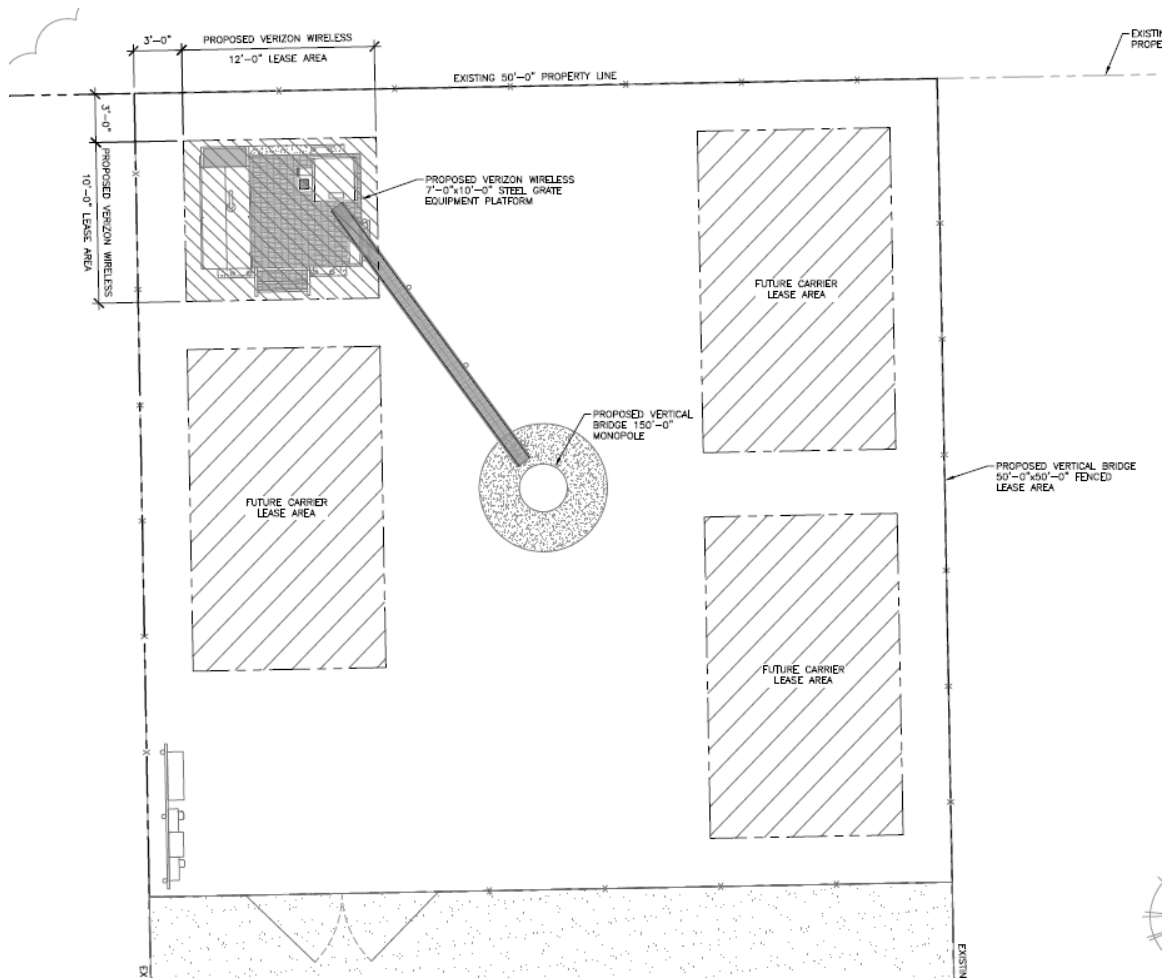
The above plat shows the topography and encumbrances of lots 12 and 13 as is.



Above is the proposed site plan showing the non exclusive access and utility easement going to the exclusive tower site.



On the map above are the proposed site improvements



Above can be seen the potential future carriers locations which could also be staged on the site.

Americans with Disabilities Act

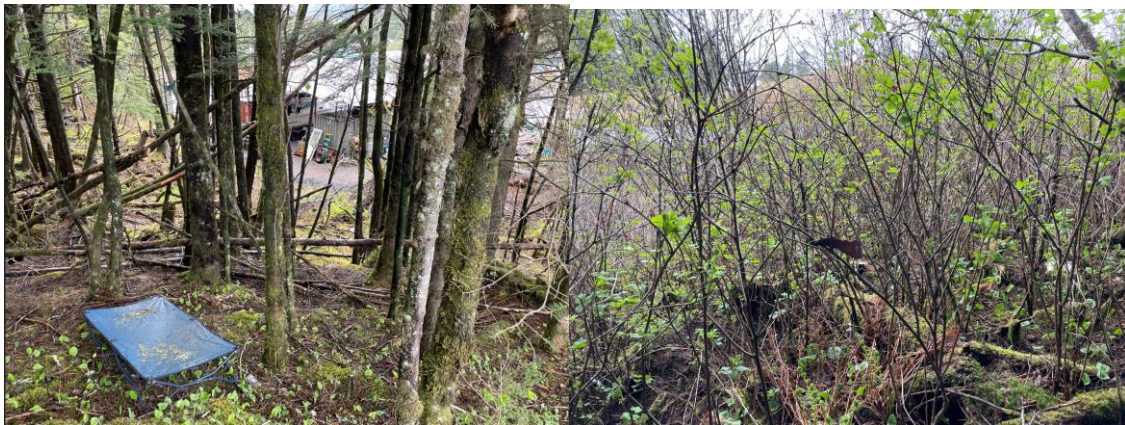
Please reference the Limiting Conditions and Assumptions section of this report on page 8.

Hazardous Substances

Please reference the Limiting Conditions and Assumptions section of this report on page 8.

Subject Photographs

On the left above is a view up 3rd street with the proposed access easement which starts on lot 12 on the viewers right. Viewed right above is the rough area of the access easement location starting on lot 12.



Pictured above are views from the knoll that is located on Lot 13. This knoll will need to be level, but the rock in the knoll could be used for making the driveway bed.



Above left is a picture towards the subject site from the knoll. Pictured right above is a view of the proposed lease area from its south line.



Pictured above is a view from the center of the proposed lease site towards the solid waste site.

Assessment and Taxes

Taxing Authority CBW

Assessment Year 2021

Real Estate Assessment and Taxes					
Tax ID	Land	Improvements	Total Assessment	Tax Rate	Taxes
0	\$7,500	\$0	\$7,500	\$12.75	\$96

Notes:

Comments

the subject property is exempt and the assessment is rough.

Zoning

LAND USE CONTROLS	
Zoning Code	Holding
Zoning Description	<p>A. The holding (H) district is intended to maintain future development options by setting aside large areas (in excess of short-term needs), by piecemeal development for possible future use. By preventing premature development at densities that under-utilize the land, relatively large parcels can be retained for major development projects (e.g., industrial use) when and if a need arises. B. Areas may be withdrawn from the holding district to meet future development needs consistent with the intent of this chapter, or to provide for a use that cannot be accommodated elsewhere. The planning commission may recommend areas for withdrawal by the borough assembly. Such withdrawals shall recognize long-term land use needs over immediate concern.</p>

Highest and best use may be defined as the reasonably probable and legal use of vacant land or improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value.

1. **Legally Permissible:** What uses are permitted by zoning and other legal restrictions?
2. **Physically Possible:** To what use is the site physically adaptable?
3. **Financially Feasible:** Which possible and permissible use will produce any net return to the owner of the site?
4. **Maximally Productive.** Among the feasible uses which use will produce the highest net return, (i.e., the highest present worth)?

Highest and Best Use of the Site

The highest and best use of the site, as vacant, is for Cell tower site. While it is adjoining the solid waste facility, expanding that use onto the subject would be undesirable due to it being a good buffer between properties that are currently developed with residences.

The subject is adjacent to the dump and would not be good for residential. A cell tower is a good use that would bring the most income.

Valuation Methodology

Three basic approaches may be used to arrive at an estimate of market value. They are:

1. The Cost Approach
2. The Income Approach
3. The Sales Comparison Approach
4. Since we are looking to estimate the “Market Rent” for the subject proposed lease site, none of the above approaches apply. I will be using the “Rental Comparison Approach” The subject is valued for its annual or monthly market rent based on its site rent value as compared to other competitive site rental values. I have studied many leases in the Juneau area that have occurred over the past 10 years. Given the subjects very good apparent coverage location, ease of site access, ease of development and conditions of lease terms, the following observations were most helpful to bracket the subject.

According to Steel in the Air, a cell tower valuation site, the following National trends are found.

In 2021, there are approximately 150,000 cell tower leases in the United States. A typical cell tower leases in the US are for 25 years and pay on average \$1,300/mo. Leases range from \$100/mo. to \$10,000/mo. There is a high degree of variance in lease rates across the country. The typical cell tower lease escalates at 2.7% per year.

On average, wireless carriers entered into new lease with landowners at an average of \$1,050/mo. on a nationwide basis. There is a wide variation though in what landowners are offered. Generally, though most offers are between \$500/mo and \$1,500/mo for new ground leases for telecommunication towers. The average lease rate for all ground leases in our database in 2021 is just under \$1,300/mo. This is up from \$1,220/mo. when we last checked in 2018. These averages include rural, suburban, and urban towers including newly built 5G towers.

The appraiser searched the Wrangell market and was unable to find any private property owners who aggressively negotiated cell tower leases. Similarly, the appraiser checked the Petersburg market as well and found leases where the property owner took the first offer made by the tower or cell provider company.

Following is the most recent lease agreement in Wrangell of a Cell tower which has the potential for co-location and has good reach



Above is the Tower by the Wrangell water treatment plant. This tower is on a ridge and should have excellent reach both north and south. This lease encumbers 1600 SF and is 40' X 40'. The rent for this site is \$500 per month. Other carriers can co locate and if more ground space is needed, Wrangell Borough has the exclusive right to lease more space. This is a ten year lease term and there escalation rate for the term.

It is my opinion based on what I have seen in the market that this is an under market lease.

Juneau has a much more evolved cell tower market and overall has more demand for service from multiple carriers. One aspect that has been established by cell tower valuers, is that underlying values of real estate in a given market effect the rates paid for cell towers leases in that market.

So, for instance filled, ready to develop industrial property in Wrangell, with good exposure to the market sells for between \$7 and \$9 per SF. While in Juneau similar industrial land currently sell for between \$15 and \$18 per SF. This then indicates roughly that industrial land in Wrangell sells for half of what they would bring in Juneau.

Another way to look at an adjustment between Juneau and Wrangell, which may be more accurate for cell towers, is what co locators will pay to be on a tower. In Wrangell KSTK leased its tower space to AT&T. Currently in 2021 the rate is \$2004.97 per month. This lease was initiated in 2012 and has escalated at 3% each year. With that information it appears that the lease began at a rate of around \$1500. In Juneau around the same time DCS Towers sublet space on its tower to Verizon starting in early 2013 for \$2100 per month. The early 2013 date, when this Verizon lease began, is very near the 2012 date which the AT&T lease started on the KSTK tower and the locations reach in the areas they service are considered similar. Therefore, based on this it is reasonable to estimate an overall rate reduction between Juneau and Wrangell at around 28%.

Following is a table that shows recent Juneau cell tower leases.

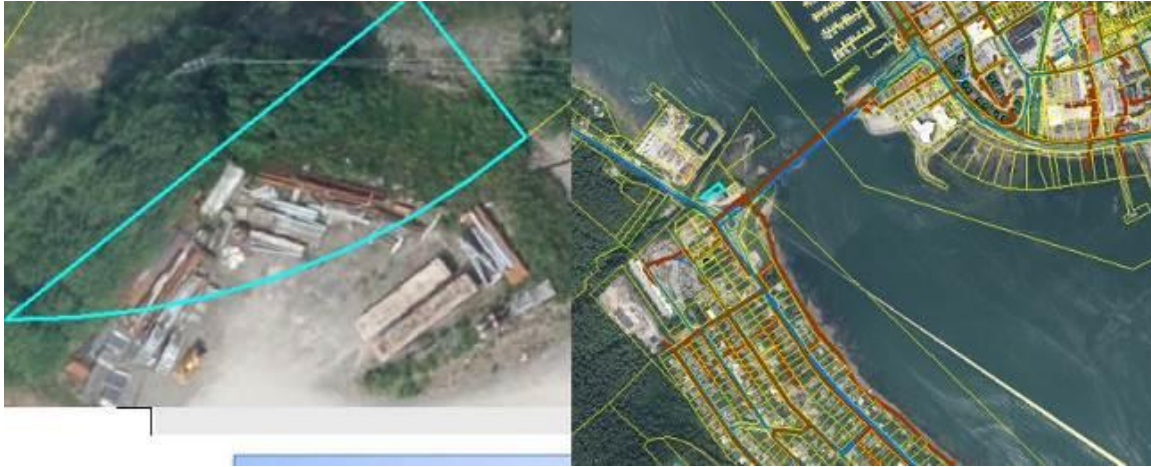
Comp	lessor	Lessee	Address	Original Date	Original Rent per month	Original Rent per year	Last adjustment Date	Annual increase	Current annual base rent	Current annual Rent with sub income	SF Site size	Sublease Share to lessor
1	allwine	american tower	Crest St	2013	\$1,175	\$14,100	2018	15% every 5 years	\$ 16,500	\$ 16,500	2500	\$400 per
2	Dave hanna	Atlas Tower USA	5753 Concrete way	7/1/12	\$1,350	\$16,200	7/1/17	3.00%	\$ 18,233	\$ 18,233	2400	no charge 1st two and \$200 for third
3	Jeff Trucano	AT&T	N Douglas	8/1/2020	\$1,400	\$16,800		2.50%			1225	Subleases will negotiate with lessor for additional ground



Comp 1 pictured above is a 100-foot tower on a site leased by American Tower. It is centered in the Mendenhall valley in an industrial zoning district which provides reach to much of the valley businesses and residences as well as lemon creek and North Douglas. The lessor of this property is Steve and Karla Alwine, and this is their third tower lease site. They are probably the most knowledgeable private Lessor in the community. Their strategy is to get high base rents and a more moderate cut for additional co-locators. Currently this tower only has one antenna array, and it has been around since 2013. This was a fairly easy build with power nearby and a flat pad



The lessor of this property is Dave Hanna, he told me he researched as much as he could to try and negotiate a fair deal for this tower site. His strategy was also to go for a bigger base rent and a more moderate take on any Co locators. Currently there is only one array on this tower.



It is located near the Juneau Douglas Bridge on property owned by NOWELL AVENUE DEVELOPMENT, and the lease was negotiated by Jeff Trucano, with AT&T. AT&T is the most prolific carrier in Juneau currently providing the best service. While they have a number of towers all around Downtown Juneau, they apparently want to add this one to make their service even better and prepare for their roll out of 5 G. The offer which was on Jeff Tucano's desk as of 3/20/2020, is shown in the foregoing table. It provides a base rate of \$1400 per month. According to AT&T, the site is only large enough for their equipment and any co locators would need to negotiate with the land owner to get further area, if there were to be a colocation, while any fee from the co locator for use of the tower would not translate into income to the land owner. This then would be a good indicator of what an aggressive player in this market is willing to pay for one location, for their use, even though they have multiple towers in the area,

Above are the Cell tower site leases that are the most recent which the appraiser found shed the most light on value for estimating the proper lease rate for the subject. The main difference is the subject will require significantly more site work and access development. As shown earlier this work is estimated at approximately \$18,000. Amortising this number at across 10 years at 5% indicates a monthly expense at \$190.92, which can reasonably be rounded to \$191.

Comparable 1 is thought to be similar in its reach to users. Its colocation agreement is \$400 for each colocater. It had one colocater. This is all thought to be fairly similar. Adjusting for the -28% in the comparison of Wrangel to Juneau indicates a rate for the subject at \$846, prior to site work and after \$655.

Comparable 2 would accommodate 1 to 3 co users slightly superior to the subject. However it is very rare to have more than two, which I believe could be acomodated at the subject. This one had a superior co location agreement for the lessee, with no colocation fee for the 1st two and \$200 for the 3rd. This according to the lessor was to get as much in rent as possible to begin with and its worked rather well as there has been no co location at the site. All aspects of this tower location are considered similar. The main difference is in the co location fees which the subject lease will charge at 35%. But as seen in the 8 years this lease has been going there has been no colocation even though it would be free. So the adjustment for this aspect should be minimal, say -10%.

This along with the -28% for the inferior Wrangell location indicates -38% for an indicated monthly lease rate for the subject at \$837, prior to site work and after \$646.

Comparable 3 only had space on the ground to accommodate 1 cell service and the rate for this in 2020 was \$1400. Its location is considered superior, being up against west Juneau and across the channel from downtown Juneau, which along with the -28% adjustment for Juneau versus Wrangell would require an additional adjustment of -20%. The smaller size which will only allow 1 user at this time would require around a 10% upward adjustment. This comparable then indicates a rate for the subject at -38%, indicating a lease rate for the subject at \$868. The escalation rate is 2.5% which is superior to that of the subject and over 25 years results in 6.3% reduction in income. Therefore adjusting by 5% (a bit less due to uncertainty of the future) indicates a rate for the subject at \$833 per month, prior to site work and after \$642.

Conclusion

The rate to the subject based on the 3 best comparables in Juneau, which were aggressively negotiated and reflect market value and with a reasonable adjustment for the difference in the Wrangell market to that of the Juneau market, indicate a range between \$642 - \$655 with an average of \$647.67. It is my opinion that comparable 2 is the most similar overall, comparable 3 the most recent and the two are given slightly more weight in arriving at my lease rate conclusion for the subject at **\$645 per month**.

Certification Statement

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

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions and conclusions.
- I have no present or prospective future interest in the property that is the subject of this report, and have no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report, or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP).
- No one provided significant real property appraisal assistance to the person(s) signing this certification.
- I certify sufficient competence to appraise this property through education and experience, in addition to the internal resources of the appraisal firm.
- The appraiser has not performed any services regarding the subject within the three-year period immediately preceding acceptance of this assignment.
- Roger Ramsey made an inspection of the subject property.



Roger Ramsey
Alaska-AA 570

Addenda

Qualification of Roger Ramsey

Since starting Ramsey Appraisal Resource in 2006, I have had the pleasure of providing high quality appraisal services to a diverse client base, on many complex appraisal assignments throughout S.E. Alaska.

A partial client list includes; AKDOT&PF, for which I have performed numerous valuations of partial and whole acquisitions, for eminent domain actions. Other State agencies which have used my services are AKDNR and Alaska Mental Health Trust Land Office. I have performed appraisals for the Cities and or Boroughs of Haines, Juneau, Petersburg, Ketchikan and Klawock. I am on the approved appraiser list of numerous lenders operating in SE Alaska and enjoy good working relationships with their review appraisers. I have been hired by attorneys and private parties for estate valuations and divorce proceedings. I have valued properties for conservation groups who are negotiating with property owners.

I am proud of my appraisal accomplishments and credit my success to good education, good mentors, helpful reviewers, persistence and hard work.

Professional Experience	Dates	Contact
Ramsey Appraisal Resource	2006-Present	Roger Ramsey
Horan and Company	4 months 2006	Charles Horan, 907-747-6666
AKDOT&PF	24 months 2004-2005	Ray Preston, 907-465-4519
Henricksen Appraisal	24 months 2002-2003	Bob Henricksen 907-723-3590
AKDOT&PF	8 months 2000-2001	Rob Murphy 907-465-4541

Education University of Alaska, BBA, 2001

Appraisal Education - Associate member of the Appraisal Institute # 401410

2019	USPAP update, HP-12C, Appraisal Statistics and financing Appraisal Institute, Seattle
2017	Income Capitalization, Appraisal Institute – San Diego and USPAP update online
2015	Appraisal of Conservation Easements and other Partial interest – Sacramento CA
2013	USPAP update, -/- Uniform Appraisal Standards for Federal Land Acquisitions, -/- Business Practices and Ethics, Anchorage, AK
2011	USPAP update, Tigard OR, -/- Real Estate Industry Perspectives on Lease Accounting, online, -/- Basic building science, Air Sealing, ventilation & Ice Dam, Juneau, AK
2010	Advance Sales Comparison and Cost Approach, Seattle WA
2009	Advanced income Approach, Tigard OR, -/- Commercial Appraisal Engagement and Review, Tigard OR, -/- 15-Hour USPAP, Tigard OR
2008	Sustainable Mixed use, Seattle, WA
2007	General Demonstration Appraisal Report Writing, Tigard, OR, -/- USPAP update Tualatin, -/- Appraisal & Appraisal Review for Federal-Aid Highway Programs, Anchorage, AK --
2006	General Applications, Online, -/- Apartment Appraisal, Concepts and Applications, Long Beach, CA
2005	Basic Income Capitalization, Tualatin, OR, -/- USPAP update Juneau, AK, -/- Best practices for Residential Report Writing, Juneau, AK
2004	Appraising Special Purpose properties, -/- Appraisal of Nonconforming Uses, -/- Partial Interest Valuation/Divided, -/- Subdivision Analysis, Anchorage, AK
2003	(USPAP) Standards of Professional Practice, Lake Oswego, OR, -/- Residential Case Study, Dublin, CA,
2002	Appraisal Procedures, Appraisal Institute, Diamond Bar, CA
1998	Appraisal Principles, Appraisal Institute, Chicago, IL

Types of Property Appraised

Commercial– I have appraised office buildings, apartments, marine facilities, restaurants, mixed use, convenience stores with gas, industrial and commercial shops. I have valued partial interest of remote recreational, industrial, commercial and residential properties for eminent domain. I have valued industrial, commercial, and residential tidelands. I have appraised large tracts of land with timber value, “special use properties (churches, armory, and funeral homes)”, and remote commercial properties (lodges).

Residential – I have appraised single family residences, duplexes, triplexes, four-plex’s, remote improved and vacant residential properties throughout SE AK.

Markets Appraised:

I have appraised both Town and remote locations in all of the following areas: Haines, Skagway, Gustavus, Hoonah, Tenakee springs, Juneau, Sitka, Petersburg, Wrangell, Ketchikan, Prince of Whales and Hyder

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

**WIRELESS COMMUNICATIONS
SITE LEASE – LANDFILL TRANSFER STATION SITE**

PART I. PARTIES. This Wireless Communications Site Lease – Landfill Transfer Site is between the City and Borough of Wrangell, Alaska, a municipal corporation in the State of Alaska, hereafter “CBW” or “Lessor,” and Vertical Bridge Development, LLC, a Delaware limited liability company licensed to conduct business in Alaska, hereafter “Lessee.”

PART II. LEASE ADMINISTRATION. All communications about this Lease shall be to the person identified below. Any reliance on a communication with a person other than the one listed below is at the party’s own risk.

CBW:

City and Borough of Wrangell, Alaska
PO Box 531
200
Wrangell, AK 99929
Attn: Borough Manager
and

Phone: (907)874-2381
Email: lvonbargen@wrangell.com
KVoelker@verticalbridge.com

Lessee:

Vertical Bridge S3 Assets, LLC
750 Park of Commerce Drive, Ste

Boca Raton, FL 33487
Daniel Marinberg, Senior Vice President

General Council
Phone: (239)286-9486
Email:

Site Name: Wrangell Landfill

Transfer Site

PART III. LEASE DESCRIPTION. This lease agreement is identified as the Vertical Bridge Wireless Communications Site Lease – Landfill Transfer Station Site (“Lease”). Appendices A, B, and C are attached and are considered a part of this Lease as well as anything incorporated by reference or attached to those appendices. If in conflict, the order of precedence shall be this document, Appendix A, Appendix B, and then Appendix C.

PART IV. LEASE EXECUTION. The CBW and Lessee agree and sign below. This Lease is not effective until signed by the CBW. The Lessee represents that the person signing below on its behalf has the authority to do so and that it is a valid and binding Lease enforceable in accordance with its terms.

**City and Borough of Wrangell:
LLC:**

Vertical Bridge Development,

Date: _____

Date: _____

By: _____

By: _____

Lisa Von Bargaen

Name: _____

Borough Manager

Title: _____

STATE OF ALASKA)

) ss:

FIRST JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Lisa Von Bargaen, known to me to be the Borough Manager of the City and Borough of Wrangell, Alaska, an Alaskan municipal corporation that executed the above foregoing instrument, who on oath stated that he was duly authorized to execute said instrument on behalf of said corporation, and who acknowledged that he signed the same freely and voluntarily on behalf of the municipality.

Notary Public in and for the State of Alaska

My Commission Expires:_____

Law Approval as to Form:_____

Borough Assembly Approval:_____

STATE OF FLORIDA)

) ss:

COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ company.

Serial Number, if any: _____

Notary Public

Printed Name: _____

My Commission Expires:

APPENDIX A: PROPERTY DESCRIPTION & ADDITIONAL LEASE PROVISIONS

1. DESCRIPTION OF PROPERTY

A. The property subject to this Lease is generally referred to as “the Leased Premises.” The parent parcel on which the Leased Premises is located is more particularly described on **Exhibit A**, attached hereto (the “Property”). The Leased Premises is as follows (as approved by the Borough Assembly on [REDACTED]):

Said lease area is more particularly described as follows

Lot 12, 13, and 14 Block 5, according to the Official Plat of U.S.S. 2127 for the Eastern Addition to Wrangell Townsite Wrangell Recording District, First Judicial District, State of Alaska

The cell tower site is wholly within Lot 14, Block 5, USS 2127 , a 50’ X 50’ area.

The nonexclusive Access and Utility easement is a 20’ wide area through Lot 12, Lot 13 and Lot 14 with a 20’ X 50’ staging and parking area on Lot 14. Wrangell Recording District, First Judicial District, State of Alaska.

B. In addition to the above-leased premises, the CBW is hereby applying the following conditions:

- Security lighting should be no higher than 15 feet from grade and angled down and side blocked so as not to impact adjacent residential houses; and
- Fencing should be site obscuring facing residential properties; and
- Intermodulation Study for interference with KSTK translator must be completed prior to installation and show a negative impact to KSTK translator; and
- If access to the fenced lease area via the ROW between the transfer station and Lot 14 be developed in the future, access easement across Lots 12, 13 and 14 may be vacated for the alternative access; and
- The tower, antennas, structures and equipment associated with the telecommunication will be removed within six months of ceasing operations; and
- Generator will be for back up power supply only and muffled as much as possible.

C. The above descriptions shall be further described upon completion of an as-built survey of the wireless communications tower (“Tower”) and the leased area, stamped by a professional land surveyor or engineer, licensed in the State of Alaska.

2. AUTHORITY

This Lease is entered into pursuant to the authority of the City and Borough of Wrangell Code, Chapter 16.08.

3. TERM and RENEWAL OPTION

The “Effective Date” of this Lease is the date signed by the CBW. The initial five (5) year term of this Lease and Lessee’s obligation to pay Rent hereunder shall begin on the Effective Date.

The CBW grants the Lessee three (3) options to renew this Lease for five (5) years each, with a maximum total term of twenty (20) years. Lessee shall exercise this option by written notice given to the CBW at least thirty (30) calendar days prior to expiration of the underlying lease term.

4. LEASE PAYMENTS

a. Lessee shall pay the CBW a lease payment for the Leased Premises (the “Rent”). The payment of Rent for the initial five (5) year period shall be as follows:

1. \$ _____ (_____ Dollars) per month as base rent. Base rent shall include the rent of the first sublessee (anchor tenant) on the Leased Premises.
2. For any subsequent sublease of the Leased Premises, rent shall be 30% of rent charged to the first additional sublessee; 40% of rent charged to the second additional sublessee; and 50% of rent charged to the third, and all additional sublessees. Notwithstanding anything to the contrary, the above referenced revenue sharing provisions are exclusive of any non-recurring fees (e.g., structural analysis fees, mount analysis fees, and capital expenditures) and reimbursements (e.g., taxes and utilities) and Lessee shall be entitled to retain 100% of such non-recurring fees and reimbursements.
3. Any sublease rent as outlined under section (a)(2) above shall be calculated and payable on a monthly basis, due on the first day of every month.
4. Lease payments shall be made by Lessee to the CBW in advance on the first day of every month. Payments shall be made at the following address: Accounts Payable Office, City and Borough of Wrangell, PO Box 531, Wrangell, AK 99929.
5. Rent shall automatically be adjusted to reflect a two (2%) annual escalation of the base rent charged.
6. A late fee in the amount of ten percent (10%) of the total amount due shall be charged for all payments not received within ten days of the due date.

b. Beginning with the first year after the initial five-year period of the term, the Rent shall be adjusted to reflect changes in the market value in accordance with Wrangell Municipal Code Sections 16.08.040 and 16.08.120.

5. AUTHORIZED USE OF PROPERTY

The Leased Premises are to be used solely for the construction, operation, maintenance and repair of a wireless communications tower and facility. Lessee shall ensure all equipment and activities on the Leased Premises operate in a manner that does not cause unreasonable interference with the operations as of the Effective Date of the CBW or other authorized users in the vicinity of the Leased Premises as of the Effective Date.

6. AUTHORIZED IMPROVEMENT FOOTPRINT/UTILITY LINES LOCATION

Lessee shall provide an as-built survey that shows all authorized building and/or structural improvements and utility lines, including aerial, surface, and below grade lines, and grounding grid on the Leased Premises, collectively referred to as the "authorized improvement footprint" or the "AIF". This survey will be included as Exhibit A.1 to this Lease. This survey shall also depict the location of utility lines and/or grounding grid, if any ("authorized utility line locations" or "AULL"). Lessee shall not modify the AIF or the AULL without prior written approval of the CBW, not to be unreasonably withheld, conditioned or delayed. Within 30 days of completing any approved AIF or AULL modifications, Lessee shall provide a revised and current as-built survey, stamped by a professional land surveyor or engineer, licensed in the State of Alaska, which shall, upon CBW review and approval, become part of this Lease as the updated Exhibit A.1, which shall replace and supersede the former Exhibit A.1. The CBW reserves the right, at its sole discretion, to require Lessee, upon 90 days prior written notification, to relocate Lessee's AULL improvements, with full cost of said relocation borne by CBW.

7. EXCLUSIVITY

During the term of this Lease, Lessee, and its guests, agents, customers, lessees, sublessees and assigns shall have the unrestricted, exclusive right to use, and shall have free and unfettered access to, the Leased Premises for the purposes herein set forth seven (7) days a week, twenty-four (24) hours a day.

8. NON-INTERFERENCE

a. New uses or changed operations of the Property by or through CBW after the Effective Date of this Lease and any new equipment or new facilities placed thereon by or through CBW (collectively, the "Lessor Property Uses") shall not cause harmful radio frequency or physical interference with the communications systems or equipment on any Tower constructed on the Leased Premises. If the new or changed Lessor Property Uses shall interfere with communications systems or equipment on any Tower located on the Leased Premises, CBW and Lessee shall use good faith efforts to resolve any interference issues but the new or changed interfering Lessor Property Use shall be powered down as soon as practicable following notice (except for intermittent corrective

testing) or, if physical, removed as soon as practicable following notice until the time that such Lessor Property Use does not cause interference. Notice hereunder shall be made by telephone and in writing.

b. Neither Lessee nor any of Lessee's subtenants, nor their employees, contractors, or agents shall engage in any new installation or modification on or about the Property that (i) causes harmful radio interference or degradation of the pre-existing wireless communications systems of CBW existing on the Property, or (ii) causes harmful radio interference or degradation of the preexisting wireless communications systems of lessees or licensees of CBW existing on the Property as of the Effective Date, (iii) physically interferes with CBW's access rights or use of other pre-existing facilities on the Property as of the Effective Date, (iv) physically interferes with the access rights or use of other pre-existing facilities of lessees or licensees of CBW existing on the Property as of the Effective Date. Lessee shall, at its own expense, eliminate any interference or degradation in violation of this Section 8(b) as soon as practicable after Lessee's receipt of notice from CBW, which notice shall be made by telephone and in writing.

c. Lessee shall furnish CBW, upon request, all documents related to Lessee's equipment/operations on the Leased Premises and AULL and/or communications with the FCC concerning Lessee's equipment/operations on the Leased Premises and AULL.

9. UTILITIES

Lessee is responsible for all utilities desired on the Leased Premises, including the construction, installation, maintenance and repair of its own separately metered, electric power utility line and for payment for the electricity it uses. In no instance shall Lessee tap into the power line(s) of the CBW or that of a third party without prior written consent of the affected party.

10. SUBLEASES

Lessee may sublease all or portions of the Leased Premises without approval of the CBW, provided that:

- a. The improvements on the Leased Premises are the substantial reason for the sublease;
- b. All subleases shall be in writing and made subject to the terms and conditions of this Lease, and all amendments and renewals of same;
- c. Failure of the Lessee to comply with any of the above conditions shall constitute a default of this Lease;
- d. Lessee shall provide the CBW a site plan for the proposed sublessee's improvements;
- e. Lessee shall provide the CBW an executed copy of each sublease on the Leased Premises, including a copy of all subsequent modifications and amendments of the same;
- f. Lessee shall be responsible for the sublessee's compliance with the terms and conditions of this Lease, and all amendments and renewals of same;

- g. Lessee shall either provide insurance coverage for the activities of its sublessee, or require its sublessee to procure and maintain said lines of insurance, in no less than an equal or greater amount of coverage as required of Lessee in this Lease. Lessee shall submit proof of said insurance coverage to the CBW in the form of a certificate of insurance with the CBW listed as an additional insured;
- h. The phone number for Lessee's day-to-day operational logistics or activities on the Leased Premises is as follows: NOC/Emergency # (877) 589-6411;
- i. A "sublease" as used in this contract is defined as any arrangement in which the Lessee leases to another party, or entity, any portion of the Leased Premises described in this Lease or any of the improvements thereon, including but not limited to a sublease for an antenna, microwave dish, and/or wireless communication equipment; and
- j. All terms of this Lease are binding on all sublessees.

11. DESIGNATION OF THE LESSEE'S REPRESENTATIVE

The Lessee must designate in writing the name and title of the person who is authorized to act in all matters connected with this Lease and keep such information current with the CBW. As of the effective date of this Lease the name and title of the person who is authorized to act on Lessee's behalf in all matters connected with this Lease is as follows:

Vertical Bridge Development, LLC
750 Park of Commerce Drive, Suite 200
Boca Raton, FL 33487
Attn: General Counsel
Phone: (561) 406-4056

12. LESSEE LIABILITIES

In addition to other liabilities under this Lease, Lessee has the following liabilities:

- a. The Lessee assumes all risk of loss, damage or destruction to improvements on the Leased Premises, except to the extent caused by the negligence or willful misconduct of CBW or its employees, contractors or subcontractors.
- b. The Lessee is responsible for relocating its AULL, upon CBW request, provided that CBW shall be responsible for payment of all costs associated with such relocation.
- c. The Lessee shall comply with all applicable federal, state, and local laws, regulations, and standards, relevant environmental laws, as well as public health and safety laws and other laws relating to the siting, permitting, construction, operation and maintenance of any facility, improvement or equipment of Lessee on the property.
- d. The CBW has no duty, either before or during the term of this Lease, to inspect the Leased Premises or warn of hazards and, if the CBW inspects the Leased Premises, it shall incur no additional duty nor any liability for hazards not identified or discovered through such inspections. This paragraph shall survive the termination or revocation of this Lease, regardless of cause.
- e. Lessee is responsible for identifying an authorized contact for each approved sublessee, for purposes of day-to-day operational logistics or activities.

13. INSURANCE

Lessee shall procure and maintain for the duration of this Lease and any renewals insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Lessee's operation and use of the Leased Premises. The cost of such insurance shall be borne by the Lessee.

Minimum Scope and Limit of Insurance

Coverage shall be at least as broad as:

- a. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including property damage, bodily injury and personal injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- b. Workers' Compensation insurance as required by the State of Alaska, with Statutory Limits, and Employer's Liability Insurance limits of no less than \$500,000 per accident for bodily injury or disease (for lessees with employees).
- c. Property Insurance against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision.
- d. Automobile Liability: Commercial automobile liability coverage for all owned, hired, and non-owned autos with limits no less than \$1,000,000 per accident for bodily injury and property damage.

If the Lessee maintains higher limits than the minimums shown above, the CBW requires and shall be entitled to coverage for the higher limits maintained.

Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

- a. For General Liability, the CBW, its officers, officials, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of ownership, maintenance, or use of that part of the premises leased to the lessee.
- b. The Lessee's insurance coverage shall be primary insurance as respects the CBW, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the CBW, its officers, officials, employees, or volunteers shall be excess of the Lessee's insurance and shall not contribute with it.
- c. Each insurance policy required above shall contain, or be endorsed to contain, a waiver of all rights of subrogation against the CBW.
- d. Each insurance policy shall be endorsed to state that coverage cancellation will comply with all regulations applicable with State of Alaska Insurance laws.
- e. The Property Insurance shall name the CBW as Loss Payee as its interests may appear.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the CBW.

Deductibles and Self-Insured Retention

Any deductibles or self-insured retentions must be declared to and approved by the CBW. At the option of the CBW, either: the Lessee shall obtain coverage to reduce or eliminate such deductibles or self-insured retentions as respects the CBW, its officers, officials, employees, and volunteers; or the Lessee shall provide a financial guarantee satisfactory to the CBW guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Verification of Coverage

Lessee shall furnish the CBW with certificates providing the insurance coverage required above. All certificates are to be received and approved by the CBW before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Lessee's obligation to provide them. The CBW reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Waiver of Subrogation

Lessee hereby grants to CBW a waiver of any right of subrogation which any insurer of said Lessee may acquire against the CBW by virtue of the payment of any loss under such insurance. This provision applies regardless of whether or not the CBW has received a waiver of subrogation endorsement from the insurer.

Special Risks or Circumstances

The CBW reserves the right to reasonably modify these requirements at any time upon written notice to Lessee, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

APPENDIX B: ADDITIONAL LEASE PROVISIONS REQUIRED BY CBW**1. RESPONSIBILITY TO PROPERLY LOCATE ON LEASED PREMISES.**

It shall be the responsibility of Lessee to properly locate Lessee's improvements on the Leased Premises and failure to so locate shall render Lessee liable as provided by law.

2. APPROVAL OF OTHER AUTHORITIES.

As required by WMC Section 16.08.100, the issuance by the CBW of leases, including this Lease, under the provisions of WMC Title 16 does not relieve Lessees of responsibility for obtaining licenses, permits, or approvals as may be required by the CBW or by duly authorized state or federal agencies.

**3. TERMS AND CONDITIONS OF LEASES REQUIRED BY CBW
CHAPTER 16.08.**

As required by WMC Chapter 16.08, the following terms and conditions govern all leases and are incorporated into this Lease:

- a. Lease Utilization.** Leases shall be utilized solely for the purposes within the scope of the lease. Development for other use without the express consent of the borough assembly shall constitute a violation of the lease. The borough assembly shall require a development plan to be submitted and followed by the lessee. Failure to develop the land consistent with the development plan constitutes grounds for cancellation of the lease at the option of the borough assembly.
- b. Subleasing and Assignment of Leases.** No lessee of city tidelands shall sublease or assign their lease or any interest therein without the prior written consent of the borough assembly. Consent to sublease or assign shall not be unreasonably withheld, but shall be granted in all cases, where the borough assembly finds that the assignment or sublease will not be detrimental to the interest of the borough in the development of borough tidelands.
- c. Modification of Leases.** No lease under this chapter may be modified orally or in any manner other than by a lease amendment approved by the borough assembly and signed by all parties thereto or their respective successors in interest.
- d. Cancellation and Forfeiture of Leases - Generally.**
 - A. Leases in good standing may be canceled in whole or in part at any time upon written agreement between the lessee and the borough.
 - B. If the lease should be terminated because of any breach by the lessee, as provided in this chapter, the annual rental payment last made by the lessee shall be forfeited and retained by the lessor.
 - C. A lease may be canceled if the leased premises are used for any unlawful purpose.
 - D. If the lessee shall be in default in the performance, observance, or conditions of any of the lease terms, covenants, or stipulations thereto, or of

valid regulations enforced, the borough manager may immediately take appropriate action, including but not limited to cancellation of the lease. No improvements may be removed during any time the lessee is in default.

e. Giving of Notices and Demands. Any notice or demand which must be given under the terms of a lease under this chapter may be given, in writing, by registered or certified mail addressed to the other party at the address shown on the lease. Notice shall be deemed given when deposited in the United States postal receptacle.

h. Removal or reversion of improvements upon termination of lease.

Improvements owned by a lessee on borough tidelands shall be removed by him or her within 60 days after termination of the lease for any cause; provided, that such removal will not cause injury or damage to the land; and that the borough manager may extend the time for removing such improvements in cases where hardship is shown. The retiring lessee may, with the consent of the borough manager, sell their improvement to the succeeding lessee.

i. Compliance with Regulations. The lessee shall comply with all regulations or ordinances which any proper public authority shall promulgate for the promotion of sanitation and fire protection and shall comply with all building and zoning codes. The lessee's premises shall be opened for inspection by authorized representatives of the borough at all reasonable times.

j. Reservation of rights-of-way. The borough expressly reserves the right to grant easements or rights-of-way across leased land if it is determined in the best interest of the borough to do so. The lessee whose land such easements cross shall be entitled to damages for all improvements destroyed or damaged.

APPENDIX C: STANDARD PROVISIONS

- 1. HOLDING OVER.** If Lessee holds over beyond the expiration of the term of this Lease and the term has not been extended or renewed in writing, such holding over will be a tenancy from month-to-month only.
- 2. TAXES, ASSESSMENTS, AND LIENS.** During the term of this Lease, Lessee shall pay, in addition to the rents, all taxes, assessments, rates, charges, and utility bills for the Leased Premises and Lessee shall promptly pay or otherwise cause to be discharged, any claim resulting, or likely to result in, a lien against the Leased Premises or the improvements placed thereon.
- 3. EASEMENTS.** Lessee shall place no building or structure over any portion of the Leased Premises where the same has been set aside or reserved for easements.
- 4. ENCUMBRANCE OF PARCEL.** Lessee shall not encumber or cloud the CBW's title to the Leased Premises or enter into any lease, easement, or other obligation of the CBW's title without the prior written consent of the CBW; and any such act or omission, without the prior written consent of the CBW, shall be void against the CBW and may be considered a breach of this Lease; provided, however, that a short-form Memorandum of Lease may be recorded at CBW's or Lessee's option in the form as depicted in **Exhibit B** attached hereto.
- 5. VALID EXISTING RIGHTS.** This Lease is entered into and made subject to all existing rights, including easements, rights-of-way, reservations, or other interests in land in existence, on the date of execution of this Lease.
- 6. STATE DISCRIMINATION LAWS.** Lessee agrees, in using and operating the Leased Premises, to comply with applicable sections of Alaska law prohibiting discrimination, particularly Title 18 of the Alaska Statutes, Chapter 80, Article 4 (Discriminatory Practices Prohibited). In the event of Lessee's failure to comply any of the above non-discrimination covenants, the CBW shall have the right to terminate this Lease.
- 7. UNSAFE USE.** Lessee shall not do anything in or upon the Leased Premises, nor bring or keep anything therein, which will unreasonably increase or tend to increase the risk of fire or cause a safety hazard to persons or obstruct or interfere with the rights of any other tenant(s) or in any way injure or annoy them or which violates or causes violation of any applicable health, fire, environmental or other regulation by any level of government.
- 8. INDEMNIFICATION.** The Lessee agrees, to the fullest extent of the law, to defend, indemnify, and hold harmless CBW, its employees, volunteers, consultants, and

insurers, with respect to any action, claim, or lawsuit arising out of or related to the Lessee's use of the Leased Premises or Lessee's rights or obligations under this Lease, without limitation as to the amount of fees, and without limitation as to any damages, cost or expense resulting from settlement, judgment, or verdict, and includes the award of any attorneys' fees even if in excess of Alaska Civil Rule 82, except to the extent such action, claim, or lawsuit arises out of or relates to CBW's sole negligence or willful misconduct. This indemnification agreement applies to the fullest extent permitted by law and is in full force and effect whenever and wherever any action, claim, or lawsuit is initiated, filed, or otherwise brought against CBW relating to this Lease. The obligations of Lessee arise immediately upon actual or constructive notice of any action, claim, or lawsuit. CBW shall notify Lessee in a timely manner of the need for indemnification, but such notice is not a condition precedent to Lessee's obligations and is waived where the Lessee has actual notice.

9. SUCCESSORS. This Lease shall be binding on the successors, administrators, executors, heirs, and assigns of Lessee and the CBW.

10. CHOICE OF LAW; VENUE. This Lease shall be governed by the law of the State of Alaska. Venue shall be in the State of Alaska, First Judicial District at Wrangell.

11. INSPECTION AND RETENTION OF RECORDS. The CBW may inspect, in the manner and at reasonable times it considers appropriate, Lessee's records and activities having any relevance to this Lease. Lessee shall retain financial and other records relating to the performance of this Lease for a period of six years, or until the resolution of any audit findings, claims or litigation related to the agreement.

12. CONFLICT OF INTEREST. Lessee warrants that it has not solicited or received any prohibited action, favor or benefit from any employee or office of CBW, and that it will not do so as a condition of this Lease. If the Lessee learns of any such conflict of interest, the Lessee shall without delay inform the CBW and Borough Attorney or CBW's representative for this Lease.

13. APPLICABILITY OF ALASKA PUBLIC RECORDS ACT. Lessee acknowledges and understands that the CBW is subject to the Alaska Public Records Act (AS 40.25.120) and that all documents received, owned or controlled by the CBW in relation to this Lease must be made available for the public to inspect upon request, unless an exception applies. It is Lessee's sole responsibility to clearly identify any documents Lessee believes are exempt from disclosure under the Public Records Act by clearly marking such documents "Confidential." Should the CBW receive a request for records under the Public Records Act applicable to any document marked "Confidential" by Lessee, the CBW will notify Lessee as soon as practicable prior to making any disclosure. Lessee acknowledges it has five (5) calendar days after receipt of notice to notify the CBW of its objection to any disclosure, and to file any action with any competent court Lessee deems necessary in order to protect its interests. Should Lessee fail to notify the CBW of its objection or to file suit, Lessee shall hold the CBW harmless of any damages incurred by Lessee as a result of the CBW disclosing any of Lessee's

documents in the CBW's possession. Additionally, Lessee may not promise confidentiality to any third party on behalf of the CBW, without first obtaining express written approval by the CBW.

14. ENTIRE AGREEMENT. This Lease, including all appendices and exhibits, constitutes the entire agreement of the parties hereto regarding the subject matter of the agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

15. SEVERABILITY. If a court of competent jurisdiction renders any part of this Lease invalid or unenforceable, that part will be severed and the remainder of this Lease will continue in full force and effect.

16. WAIVER. Failure or delay by the CBW to exercise a right or power under this Lease will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the CBW. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

EXHIBIT A**LEGAL DESCRIPTION OF THE PROPERTY**

Lot 12, 13, and 14 Block 5, according to the Official plat of U.S.S. 2127 for the Eastern Addition to Wrangell Townsite Wrangell Recording District, First Judicial District, State of Alaska

The cell tower site is wholly within Lot 14, Block 5, USS 2127 , a 50' X 50' area.

The nonexclusive Access and Utility easement is a 20' wide area through Lot 12, Lot 13 and Lot 14 with a 20' X 50' staging and parking area on Lot 14. Wrangell Recording District, First Judicial District, State of Alaska.

Glossary

This glossary contains the definitions of common words and phrases, used throughout the appraisal industry, as applied within this document. Please refer to the publications listed in the **Works Cited** section below for more information.

Works Cited:

- Appraisal Institute. *The Appraisal of Real Estate*. 13th ed. Chicago: Appraisal Institute, 2008. Print.
- Appraisal Institute. *The Dictionary of Real Estate Appraisal*. 5th ed. 2010. Print.

Effective Date

1. The date on which the analyses, opinion, and advice in an appraisal, review, or consulting service apply.
2. In a lease document, the date upon which the lease goes into effect. (Dictionary, 5th Edition)

An assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinion or conclusions. (USPAP, 2020-2021 ed.)

Exposure Time

1. The time a property remains on the market.
2. The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based on an analysis of past events assuming a competitive and open market. (Dictionary, 5th Edition)

Fee Simple Estate

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat. (Dictionary, 5th Edition)

Highest & Best Use

The reasonably probable and legal use of vacant land or an improved property that is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity. Alternatively, the probable use of land or improved property—specific with respect to the user and timing of the use—that is adequately supported and results in the highest present value. (Dictionary, 5th Edition)

Extraordinary Assumption

An assumption, directly related to a specific assignment, which, if found to be false, could alter the appraiser's opinions or conclusions. Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property; or about conditions external to the property such as market conditions or trends; or about the integrity of data used in an analysis. (Dictionary, 5th Edition)

Highest and Best Use of Land or a Site as Though Vacant

Among all reasonable, alternative uses, the use that yields the highest present land value, after payments are made for labor, capital, and coordination. The use of a property based on the assumption that the parcel of land is vacant or can be made vacant by demolishing any improvements. (Dictionary, 5th Edition)

Highest and Best Use of Property as Improved

The use that should be made of a property as it exists. An existing improvement should be renovated or retained as is so long as it continues to contribute to the total market value of the property, or until the return from a new improvement would more than offset the cost of demolishing the existing building and constructing a new one. (Dictionary, 5th Edition)

Hypothetical Condition

That which is contrary to what exists but is supposed for the purpose of analysis. Hypothetical conditions assume conditions contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis. (Dictionary, 5th Edition)

Leased Fee Interest

A freehold (ownership interest) where the possessory interest has been granted to another party by creation of a contractual landlord-tenant relationship (i.e., a lease). (Dictionary, 5th Edition)

Market Area

The area associated with a subject property that contains its direct competition. (Dictionary, 5th Edition)

Market Value

The major focus of most real property appraisal assignments. Both economic and legal definitions of market value have been developed and refined.

1. The most widely accepted components of market value are incorporated in the following definition: The most probable price that the specified property interest should sell for in a competitive market after a reasonable exposure time, as of a specified date, in cash, or in terms equivalent to cash, under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, for self-interest, and assuming that neither is under duress.

2. Market value is described in the Uniform Standards of Professional Appraisal Practice (USPAP) as follows: A type of value, stated as an opinion, that presumes the transfer of a property (i.e., a right of ownership or a bundle of such rights), as of a certain date, under specific conditions set forth in the value definition that is identified by the appraiser as applicable in an appraisal. (USPAP, 2020-2021 ed.) USPAP also requires that certain items be included in every appraisal report. Among these items, the following are directly related to the definition of market value:

- Identification of the specific property rights to be appraised.

- Statement of the effective date of the value opinion.
- Specification as to whether cash, terms equivalent to cash, or other precisely described financing terms are assumed as the basis of the appraisal.
- If the appraisal is conditioned upon financing or other terms, specification as to whether the financing or terms are at, below, or above market interest rates and/or contain unusual conditions or incentives. The terms of above—or below—market interest rates and/or other special incentives must be clearly set forth; their contribution to, or negative influence on, value must be described and estimated; and the market data supporting the opinion of value must be described and explained.

3. The following definition of market value is used by agencies that regulate federally insured financial institutions in the United States: The most probable price that a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and the seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this

definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- Buyer and seller are typically motivated;
- Both parties are well informed or well advised, and acting in what they consider their best interests;
- A reasonable time is allowed for exposure in the open market;
- Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. (12 C.F.R. Part 34.42(g); 55 Federal Register 34696, August 24, 1990, as amended at 57 Federal Register 12202, April 9, 1992; 59 Federal Register 29499, June 7, 1994)

4. The International Valuation Standards Council defines market value for the purpose of international standards as follows: The estimated amount for which a property should exchange on the date of valuation between a willing buyer and a willing seller in an arm's-length transaction after proper marketing wherein the parties had each acted knowledgeably,

prudently, and without compulsion. (International Valuation Standards, 8th ed., 2007)

5. Market value is the amount in cash, or on terms reasonably equivalent to cash, for which in all probability the property would have sold on the effective date of the appraisal, after a reasonable exposure of time on the open competitive market, from a willing and reasonably knowledgeable seller to a willing and reasonably knowledgeable buyer, with neither acting under any compulsion to buy or sell, giving due consideration to all available economic uses of the property at the time of the appraisal. (Uniform Standards for Federal Land Acquisitions) (Dictionary, 5th Edition)

The type and extent of research and analyses in an assignment. (Dictionary, 5th Edition)

Marketing Time

An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of the appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal. (Advisory Opinion 7 of the Standards Board of The Appraisal Foundation and Statement on Appraisal Standards No. 6, "Reasonable Exposure Time in Real Property and Personal Property Market Value Opinions" address the determination of reasonable exposure and marketing time). (Dictionary, 5th Edition)

Scope of Work

RECEIVED

JUL 06 2021

WRANGELL CITY HALL

Rosemary Ruoff
PO Box 1342
Wrangell, ALASKA 99929

609-492-2474

July 6, 2021.

Item a.

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

modifications
made IN BLUE
INK - all on
Page 3
Rosemary

Dear City Clerk:

This is a fast-paced world in which we live today and, as Alaskans in a remote locale, we certainly do not want to be left behind.

I understand that, and therefore am NOT opposed to erecting a third cell transmission tower.

However, I contend that another location in a more out-of-the-way spot ought to be seriously considered.

The service that would be provided by such a tower would benefit many within the community and would certainly be welcomed, but I continue to question, "Would it be safe?"

Wrangell is my chosen home, and I care deeply about the health and well-being of our residents.

The land near the dump, where the cell tower is to be built, is presumably

Rosemary Ruoff
PO Box 1342
Wrangell, ALASKA 99929

609-492-2474

July 6, 2021

RECEIVED

JUL 06 2021

WRANGELL CITY HALL

City of Borough of Wrangell
P.O. Box 581
Wrangell, AK 99929

Dear City Clerk:

There is a fast-paced world in which we live today and as Alaskans in a remote locale we certainly do not want to be left behind.

I understand that our residents are not opposed to erecting a third cell tower mission tower.

However, I contend that another location in a more out-of-the-way spot ought to be seriously considered.

The service that would be provided by such a tower would benefit many within the community and would certainly be welcomed, but I continue to question "Would it be safe?"

Wrangell is my chosen home and I care deeply about the health and well-being of our residents.

The land near the dump where the cell tower is to be built is presumably

less desirable, ~~therefore~~ more affordable/
less expensive and therefore an ideal place
for a cell transmission tower **BUT** there
are folk living in the vicinity.

It is a residential neighborhood!

These folk purchased their land,
built or bought their homes, brought children
into this world and made a life there.

Some are retired.

How could they possibly envision that
one day in the unforeseeable future a cell
tower would be built in their close proximity,
one that could affect their health and
their future?

Numbers were given to us Wrangellites
(using a screen, live, with audio/visual)
by professionals at a very recent Zoning and
Planning meeting.

I question those figures out of a concern
for emissions from pollution/radiation.

Did those figures reflect emissions from
one carrier (the minimum) or from four carriers
(the maximum) on that one pole?

Am I wrong in assuming less radiation
from one carrier, more radiation from four
carriers?

VERY important. Still not clear.

BUT

It is a residential neighborhood.

These folk purchased their land
built or bought their homes, brought children
into this world and made a life there.

Some are retired.

How could they possibly envision that
one day in the foreseeable future a cell
tower would be built in their close proximity
one that could affect their health and
their future?

Numbers were given to us when we

using a screen line with audiotape.

the professionals at a very recent meeting

planning meeting.

I question those figures out of a concern

for emissions from pollution/radiation.

Did those figures reflect emissions from

one carrier (the minimum) or from four carriers

(the maximum) or that one pole?

Am I wrong in assuming less radiation

from one carrier, more radiation from four

carriers?

VERY important to still not state

about the
acceptable
"distance" for
safety
radiation
emissions

I do not have the background or experience
to challenge you effectively, but instinctively
I DO NOT TRUST WHAT THESE PROFESSIONALS
SAY regardless of the letters after their
names.

This isn't my first rodeo.

I remember well what happened many
years ago over the fluoridation of the
municipal water supply.

FOLLOW THE MONEY!

Money is powerful.

With money, you can buy what you want.

Be wary/suspicious

Things might look good on the surface
but dig deep.

I question the professionals.

I question their motives.

I question what is in their heart.

Most important:

I do NOT want to see my townspeople
hurt in any conceivable way by this tower.

I care about the simple folk living
in this **residential neighborhood**.

The professionals care only about
making a buck ^{along the way} sacrificing whatever they must.
in order to reach their goal.

Sincerely,

Rosemary Ruoff

In summary: Go ahead. Build your cell tower, but build it somewhere else, not so close to a residential neighborhood.

CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	August 11, 2021
	<u>Agenda Section</u>	5

Approval of Use of FY21 Maintenance Funding by Wrangell Public Schools in the Amount of \$70,906 for HVAC Control Upgrades (postponed from the June 22, 2021 Regular Assembly Meeting)

SUBMITTED BY:

Lisa Von Bargen, Borough Manager

FISCAL NOTE:

Expenditure Required: \$70,906 Total

FY 20: \$	FY 21: \$70,906	FY22: \$
-----------	--------------------	----------

Amount Budgeted:

FY21 \$100,000

Account Number(s):

25000 000 7826 00 00000

Account Name(s):

SRS School Maint/Repair Reimbursement

Unencumbered Balance(s) (prior to expenditure):

\$100,000

Reviews/Approvals/Recommendations

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

ATTACHMENTS: 1. WPS Invoice from Meridian Systems

RECOMMENDATION MOTION:

Move to Approve the use of Maintenance Funding by Wrangell Public School District for HVAC Control Upgrades in the amount of \$70,906.

SUMMARY STATEMENT:

For three years, beginning with FY20, the Assembly has budgeted \$100,000 for Wrangell Public Schools in addition to the local contribution specifically for reimbursement for maintenance work on the facilities.

On September 24, 2019, the Assembly approved the use of \$73,000 for HVAC Control Upgrades at the school buildings. That reimbursement to the district was approved to come from the FY20 Budget. The School District was unable to get the contractor here during FY20 to complete the work so the funds were not requested during FY20. The authorization expired at the end of FY20 and the unused money remained in the SRS Fund Balance.

Again in the FY 2021 Budget, the Assembly set aside \$100,000 in the SRS Fund specifically for reimbursement to the School District for facility maintenance. In March of this calendar year, the School District submitted a request for use of the funds, but the documentation they provided was for operating expenses, not maintenance, so Administration rejected the request and asked for documentation of maintenance expenditures. That new documentation was provided, but Administration was unable to get back to matter until late June. Administration put an item on the June 22nd agenda requesting permission to use the maintenance funding for verified maintenance projects. The Assembly postponed the item requesting documentation of the maintenance and an exact amount.

Attached is the invoice packet from Meridian Systems for the HVAC Upgrades in the amount of \$70,906. This reimbursement will come from the FY21 allocation of \$100,000 which to this point remains unspent.

Administration included \$100,000 in the FY22 SRS Fund Budget for school maintenance reimbursement in addition to the local contribution.

Wrangell Public Schools
PO Box 2319
Wrangell AK 99929

Invoice	INV0016	Item b.
Date	3/4/2021	
Page	1	

Bill To:

Ship To:

City & Borough of Wrangell
PO Box 531
Wrangell AK 99929

City & Borough of Wrangell
PO Box 531
Wrangell AK 99929

Purchase Order No.		Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
		WRGCITY01				3/4/2021	18
Ordered	Shipped	B/O	Item Number	Description	Discount	Unit Price	Ext. Price
7,596.00	7,596.00	0.00	MERIDIAN HVAC	FY20 Portion 7317 & 7495	\$0.00	\$1.00	\$7,596.00
7,596.00	7,596.00	0.00	MERIDIAN HVAC	FY20 Portion 7276	\$0.00	\$1.00	\$7,596.00
9,960.00	9,960.00	0.00	MERIDIAN HVAC	FY21 Portion 7495	\$0.00	\$1.00	\$9,960.00
45,754.00	45,754.00	0.00	MERIDIAN HVAC	FY21 Final portion 7698	\$0.00	\$1.00	\$45,754.00
						Subtotal	\$70,906.00
						Misc	\$0.00
						Tax	\$0.00
						Freight	\$0.00
						Trade Discount	\$0.00
						Total	\$70,906.00



Meridian Systems

We Make Buildings Smarter

200 W 34th Ave. #969 Anchorage, AK 99503

Ph: 907-279-3320 FAX: 907-279-2369

Date: 12/25/2020

Final Pay Request # 4

City of Wrangell
PO Box 531
Wrangell, AK 99929

Project Name: City of Wrangell School Upgrades
Project Number: -
MSI Number: 2019-41
Invoice #: 7698

TASK DESCRIPTION	SCHEDULED VALUE	% COMPLETE TO DATE	% COMPLETE LAST ESTIMATE	% COMPLETE THIS ESTIMATE	AMOUNT COMPLETE TO DATE	AMOUNT COMPLETE LAST ESTIM	AMOUNT COMPLETE THIS ESTIM
Original Contract Amount	70,906	100%	35.5%	100.0%	70,906	25,152	45,754
Approved:							
Change Order #1	0	0%	0%	0%	0	0	0
Change Order #2	0	0%	0%	0%	0	0	0
Change Order #3	0	0%	0%	0%	0	0	0
Pending:							
Change Order #4	0	0%	0%	0%	0	0	0
Change Order #5	0	0%	0%	0%	0	0	0
Change Order #6	0	0%	0%	0%	0	0	0

See attached Appendix A for specific building task percentages.

ORIGINAL CONTRACT AMOUNT	70,906
ADD APPROVED CHANGE ORDERS	0
PENDING CHANGE ORDERS	0

REVISED CONTRACT AMOUNT 70,906

	TO DATE	LAST ESTIM	THIS ESTIM
AMOUNT COMPLETED TO DATE	70,906	25,152	45,754
RETENTION	0	0	0
	70,906	25,152	45,754

LESS PREVIOUS PAY REQUESTS 25,152

NET AMOUNT THIS REQUEST 45,754

NET AMOUNT COMPLETED TO DATE 70,906

LESS PREVIOUS PAYMENTS 25,152

NET AMOUNT UNPAID THIS DATE 45,754

Appendix A - Pay Request Details - City of Wrangell School Upgrades (MSI 19-41)							
Schedule of Values							
Task No.	Task Description	Unit Price	Sub Task Price	Complete Total	Complete Last Est.	Complete This Est.	Current Pay Request
Elementary School Building		\$ 25,152					
1	Design /Shop Drawings		\$ 2,345	100%	100%	100%	\$ -
2	Materials		\$ 9,495	100%	100%	100%	\$ -
3	Installation		\$ 7,845	100%	100%	100%	\$ -
4	Start-up, Testing, Network		\$ 5,467	100%	100%	100%	\$ -
High School & Middle School Buildings		\$ 45,754					
1	Design /Shop Drawings		\$ 5,935	100%	0%	100%	\$ 5,935
2	Materials		\$ 12,966	100%	0%	100%	\$ 12,966
3	Installation		\$ 13,000	100%	0%	100%	\$ 13,000
4	Start-up, Testing, Network		\$ 13,853	100%	0%	100%	\$ 13,853
Total Unit Price		\$ 70,906					
Total Complete to Date \$			\$ 70,906				
Total Complete Last Estimate \$				\$25,152			
Total of this Pay Request						\$ 45,754	
Total Percentages (%) this Pay Request				35.5%		100.0%	

Payment Receipt

Meridian Systems, Inc.
200 W. 34th Avenue #969
Anchorage, AK 99503-3969

Received From:

City & Borough of Wrangell
City Borough of Wrangell
PO Box 531
Wrangell, AK 99929

Date Received 01/31/2020
Payment Method Check
Check/Ref. No. 44876

Payment Amount \$7,596.00

Invoices Paid

Date	Number	Amount Applied
01/24/2020	7276	-\$7,596.00

Payment Receipt

Meridian Systems, Inc.
200 W. 34th Avenue #969
Anchorage, AK 99503-3969

Received From:

City & Borough of Wrangell:19-41 ...
City Borough of Wrangell
PO Box 2319
Wrangell, AK 99929

Date Received 03/02/2020

Payment Amount \$7,596.00

Payment Method Check

Check/Ref. No. 44937

Invoices Paid

Date	Number	Amount Applied
02/25/2020	7317	-\$2,345.00
06/25/2020	7495	-\$5,251.00

Payment Receipt

Meridian Systems, Inc.
200 W. 34th Avenue #969
Anchorage, AK 99503-3969

Received From:

City & Borough of Wrangell:19-41 ...
City Borough of Wrangell
PO Box 2319
Wrangell, AK 99929

Date Received 07/27/2020

Payment Amount \$9,960.00

Payment Method Check

Check/Ref. No. 045226

Invoices Paid

Date	Number	Amount Applied
06/25/2020	7495	-\$9,960.00

Payment Receipt

Meridian Systems, Inc.
200 W. 34th Avenue #969
Anchorage, AK 99503-3969

Received From:

City & Borough of Wrangell
City Borough of Wrangell
PO Box 531
Wrangell, AK 99929

Date Received 02/17/2021
Payment Method Check
Check/Ref. No. 045624

Payment Amount \$45,754.00

Invoices Paid

Date	Number	Amount Applied
12/22/2020	7698	-\$45,754.00

CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	August 11, 2021
	<u>Agenda Section</u>	6

Approval to Amend the Cell Tower Lease Agreement with Vertical Bridge, at the Water Treatment Plant Area to Modify the Legal Description to Approve the Proposed Guywire Configuration

SUBMITTED BY:

Kim Lane, Borough Clerk
Carol Rushmore, Economic Development
Director; Lisa Von Bargen, Borough Manager

FISCAL NOTE:

Expenditure Required: \$XXX Total

FY 20: \$	FY 21: \$	FY22: \$
-----------	-----------	----------

Amount Budgeted:

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

Account Number(s):

	XXXXX XXX XXXX
--	----------------

Account Name(s):

	Enter Text Here
--	-----------------

Unencumbered Balance(s) (prior to expenditure):

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

Reviews/Approvals/Recommendations

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

ATTACHMENTS: 1. Vertical Bridge Amendment Request; 2. Current Cellular Lease

RECOMMENDATION MOTION:

Move to Approve to Amendment of the Cell Tower Lease Agreement at the Water Treatment Plant Area to modify the legal description to approve the proposed Guywire configuration.

SUMMARY STATEMENT:

The City & Borough of Wrangell entered into a cellular tower lease with Vertical Bridge for an area near the Water Treatment Plant in June of 2014. Vertical Bridge needs to make some changes to the

guywire configuration of the tower. Section 3.1 of the existing lease requires the lessee to obtain “express written permission” of the Borough. Once the change is made the legal description will need to change slightly.

As this is an existing lease, Administration is recommending no additional changes at this time. The current lease rate is \$500 per month.



Vertical Bridge S3 Assets, LLC
c/o Vertical Bridge REIT, LLC
 750 Park of Commerce Drive, Suite 200
 Boca Raton, Florida 33487
 Phone: 239-286-9486
 Email: KVoelker@verticalbridge.com

VIA E-MAIL: ecodev@wrangell.com

March 11, 2021

City and Borough of Wrangell
 Attn: Borough Manager
 PO BOX 531
 Wrangell, AK 99929
 Phone: 907-874-2381

Re: Notice of request for consent to modification of improvements and Lease Amendment

VB Site ID: US-AK-5164
VB Site Name: Wrangell City Water
Site Address: 612 Wood Street, Wrangell, AK 99929

Dear Landlord:

Vertical Bridge S3 Assets, LLC, a Delaware limited liability company ("Vertical Bridge") is the current tenant under that certain Lease Agreement, dated June 1, 2014 (the "Agreement"). Pursuant to Section 3.1 and 4.B of the Agreement, this letter shall serve as official notice of Vertical Bridge's upcoming modifications to the improvements, with the scope of work set forth on Schedule 1 attached to this letter. If the Landlord consents to the modifications and attached scope of work, please countersign this letter and return in the self-addressed envelope enclosed, or send a scanned copy via email to, KVoelker@verticalbridge.com. Further, with such modifications, there will be a lease amendment to memorialize the change in the legal description. I have provided a boilerplate template for such amendment for the review of your legal counsel

If you have any questions, feel free to give me a call at 239-286-9486 or email me at KVoelker@verticalbridge.com.

Very Truly Yours,

Kendahl Voelker

Asset Manager

Agreed and acknowledged
 by Landlord:

By: _____
 Name: _____
 Title: _____
 Date: _____

SCHEDULE 1
SCOPE OF WORK OF MODIFICATIONS

DRAWING LIST

T-1	COVER SHEET
SK-1	GENERAL NOTES
SK-2	TOWER SITE PLAN
SK-3	TOWER ELEVATION, MODIFICATION SCHEDULE AND DETAILS
SK-4	TOWER MODIFICATION DETAILS
SK-5	TOWER MODIFICATION DETAILS
SK-6	TOWER MODIFICATION DETAILS

Please see attached drawing list for full scope of work.

TOWER MODIFICATION DRAWINGS

150FT MONOPOLE TOWER



VB SITE NUMBER:
SITE NAME:
ADDRESS:

US-AK-5164
WRANGELL CITY WATER
612 WOOD STREET
WRANGELL, AK 99929



Revisions:		
NO:	DESCRIPTION:	DATE:

SITE # (NAME): US-AK-5164 WRANGELL CITY WATER (VZW)	DATE: 05/04/2020	
	JOB NAME: Tower Modification For Proposed Antenna Installation	
	DRAWING TITLE: Cover Sheet	
	DRAWN BY: MH	REVIEWED BY: MD
SCALE: Not To Scale		

SHEET NUMBER:
T-1

SITE MAP



CONTACTS

<u>TOWER OWNER</u>	Vertical Bridge
Kyle Lee Sing Senior Operations Support Manager	KLeeSing@VerticalBridge.com
Vertical Bridge Site Number:	US-AK-5164
Vertical Bridge Site Name:	Wrangell City Water
<u>PROPOSED CARRIER</u>	VERIZON WIRELESS
Carrier Site Name:	Wrangell
Carrier Site Number:	N/A
Date of Failed SA:	February 07, 2020
<u>ENGINEER</u>	Bennett & Pless
John Bozzetto, PE Principal	jbozzetto@bennett-pless.com
Cory Blake, PE Project Engineer	cblake@bennett-pless.com
Bennett & Pless Project Number:	20.03.007.005 US-AK-5164

DRAWING LIST

T-1	COVER SHEET
SK-1	GENERAL NOTES
SK-2	TOWER SITE PLAN
SK-3	TOWER ELEVATION, MODIFICATION SCHEDULE AND DETAILS
SK-4	TOWER MODIFICATION DETAILS
SK-5	TOWER MODIFICATION DETAILS
SK-6	TOWER MODIFICATION DETAILS

1. WRANGELL-PETERSBURG COUNTY (2012 INTERNATIONAL BUILDING CODE.)
2. TIA/EIA-222-G (WRANGELL-PETERSBURG COUNTY, ALASKA)
 - BASIC WIND SPEED OF 107 MPH (V_{ASD}) / 138 MPH (V_{ULT})
 - BASIC WIND SPEED OF 50 MPH WITH 0.25" ICE
 - EXPOSURE C. RISK CATEGORY II. TOPO CATEGORY 1.

1. ALL DIMENSIONS SHALL BE VERIFIED IN FIELD BY CONTRACTOR WITH ALL DISCREPANCIES REPORTED TO THE ENGINEER OF RECORD.
2. DO NOT MODIFY STRUCTURAL DETAILS WITHOUT APPROVAL OF THE ENGINEER OF RECORD.
3. CONTRACTOR RESPONSIBLE FOR ALL MEANS AND METHODS INCLUDING, BUT NOT LIMITED TO:
 - A. PROVIDE ALL NECESSARY COMPONENTS FOR CONSTRUCTION SAFETY.
 - B. BRACE STRUCTURES UNTIL ALL STRUCTURAL ERECTION AND CONNECTIONS ARE COMPLETE.
 - C. DETERMINE LOCATION OF UTILITIES AND APPURTENANCES BEFORE COMMENCING WORK.
 - D. REPORT INCORRECTLY FABRICATED, DAMAGED, POORLY MAINTAINED, OR NONCONFORMING MATERIALS OR CONDITIONS TO THE ENGINEER OF RECORD PRIOR TO COMMENCING REMEDIAL OR CORRECTIVE ACTION. OBTAIN WRITTEN APPROVAL FOR REMEDIAL ACTIVITIES.
 - E. COORDINATE CONSTRUCTION ACTIVITIES OF ALL PARTICIPANTS AND SUBCONTRACTORS.
 - F. DO NOT INSTALL PROPOSED ANTENNAS UNTIL ALL REINFORCEMENT WORK IS COMPLETE.

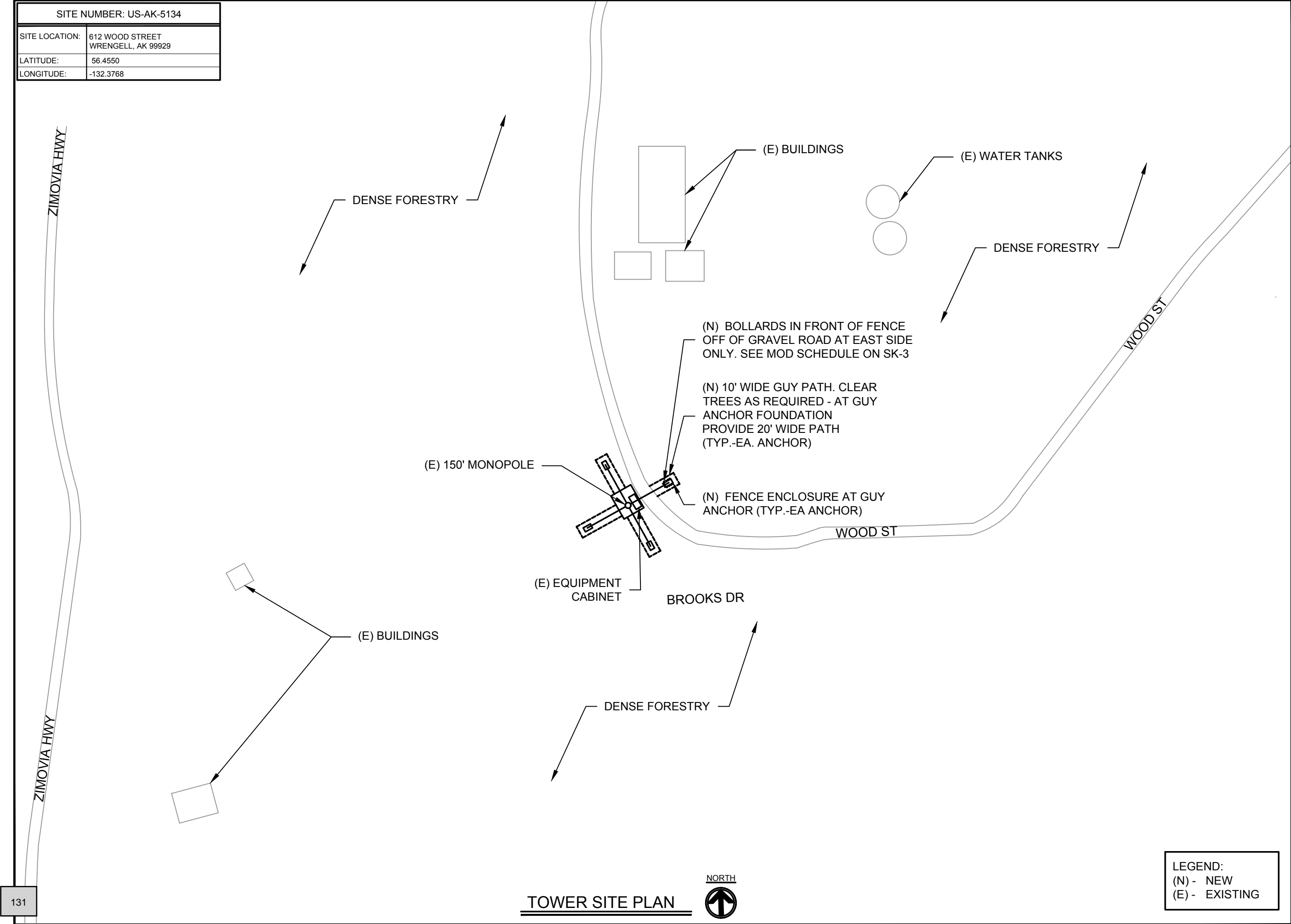
1. MODIFICATION OF EXISTING STRUCTURES REQUIRES THOROUGH COORDINATION OF THE CONTRACT DOCUMENTS WITH EXISTING CONDITIONS. THE CONTRACTOR MUST VERIFY ALL RELEVANT EXISTING CONDITIONS, DIMENSIONS, AND DETAILS PRIOR TO BEGINNING CONSTRUCTION. REPORT ANY DEVIATIONS FROM CONDITIONS OR DIMENSIONS SHOWN ON THE CONTRACT DOCUMENTS TO THE STRUCTURAL ENGINEER OF RECORD FOR REVIEW OF THE DESIGN AND POSSIBLE REVISION OF THE CONTRACT DOCUMENTS.
2. THE NATURE OF STRUCTURAL REINFORCEMENT IS INHERENTLY UNCERTAIN. THE EXACT CONDITION AND CAPACITY OF EACH STRUCTURAL ELEMENT CANNOT BE VERIFIED PRIOR TO THE COMMENCEMENT OF WORK. AS A RESULT, IT IS IMPERATIVE TO REPORT ANY DISCREPANCIES BETWEEN THE CONTRACT DOCUMENTS AND ACTUAL FIELD CONDITIONS, AS WELL AS ANY ELEMENT OF QUESTIONABLE STRUCTURAL INTEGRITY IMMEDIATELY TO STRUCTURAL ENGINEER OF RECORD FOR REVIEW.


1. FABRICATE AND ERECT STRUCTURAL STEEL IN CONFORMANCE WITH THE LATEST ISSUE OF AMERICAN INSTITUTE OF STEEL CONSTRUCTION "SPECIFICATION OF STRUCTURAL STEEL, (AISC 360)".
2. HOT DIP GALVANIZE STEEL IN ACCORDANCE WITH ASTM A123 AFTER SHOP FABRICATION.
3. REPAIR ALL DINGS, SCRAPES, AND MARKS IN THE GALVANIZED AREAS BY FIELD TOUCH-UP PRIOR TO COMPLETION OF THE WORK.
4. DO NOT PLACE HOLES THROUGH STRUCTURAL STEEL MEMBERS EXCEPT AS SHOWN AND DETAILED ON STRUCTURAL DRAWINGS.
5. CONNECTIONS:
 - A. BOLTED CONNECTIONS:
 - a. PROVIDE BOLTED CONNECTIONS CONFORMING TO "SPECIFICATION FOR STRUCTURAL JOINTS USING BOLTS AS SPECIFIED ON THESE DOCUMENTS, APPROVED BY THE RESEARCH COUNCIL FOR STRUCTURAL CONNECTIONS, JUNE 30, 2004 AND ENDORSED BY THE AISC".
 - b. MINIMUM BOLT DIAMETER IS 3/4" Φ UNLESS NOTED OTHERWISE.
 - c. TIGHTEN BOLTS PER MANUFACTURER'S RECOMMENDATIONS.
 - B. WELDED CONNECTIONS:
 6. ALL WELDING TO BE DONE USING E70XX ELECTRODES.
 7. ALL WELDING SHALL CONFORM TO AISC AND AWS D1.1 LATEST EDITION.
 8. USE ONLY CERTIFIED WELDERS.
- A. AT THE COMPLETION OF CONNECTION INSTALLATION, REPAIR ALL DAMAGE TO GALVANIZED SURFACES.
- B. SUBMIT ALL CONNECTIONS DESIGNED BY THE FABRICATOR TO THE ENGINEER OF RECORD FOR REVIEW AND APPROVAL PRIOR TO FABRICATION.
9. TOUCH-UP PAINTING
 - A. IMMEDIATELY AFTER ERECTION CLEAN BOLTED CONNECTIONS AND ABRADED AREAS.
 - B. COAT CUTS AND DRILLED HOLES WITH (2) COATS OF ZINC RICH PAINT.
10. ALL SUBSTITUTES TO BE APPROVED, IN WRITING, BY THE ENGINEER OF RECORD.

1. IT IS ASSUMED THAT ANY STRUCTURAL MODIFICATION WORK SPECIFIED ON THESE PLANS WILL BE ACCOMPLISHED BY KNOWLEDGEABLE WORKMEN WITH TOWER CONSTRUCTION EXPERIENCE. THIS INCLUDES PROVIDING THE NECESSARY CERTIFICATIONS TO THE TOWER OWNER AND ENGINEER.
2. CONSTRUCTION WORK PRESENTS UNIQUE THREATS TO HEALTH AND SAFETY. THE CONTRACTOR IS RESPONSIBLE TO EDUCATE THEIR WORKFORCE OF THESE DANGERS AND LIMIT THEIR EXPOSURE TO HAZARDS. THIS EDUCATION SHALL INCLUDE BUT NOT BE LIMITED TO APPLICABLE TRAINING COURSES AND CERTIFICATIONS, PROPER PERSONAL PROTECTIVE EQUIPMENT USAGE, DAILY TAILGATE MEETINGS AND ANY OTHER PREVENTATIVE MEASURES WHICH MAY BE REASONABLY EXPECTED. THE CONTRACTOR AND ALL SUB-CONTRACTORS SHALL BE RESPONSIBLE FOR THE SAFETY OF THE WORK AREA, ADJACENT WORK AREAS AND ANY PROPERTY OCCUPANTS WHO MAY BE AFFECTED BY THE WORK UNDER CONTRACT. THE CONTRACTOR SHALL REVIEW ALL LANDOWNER, PRIME CONTRACTOR, CARRIER, OSHA, AND LOCAL SAFETY GUIDELINES AND AT ALL TIMES SHALL CONFORM TO THE MOST RESTRICTIVE OF THESE STANDARDS TO ENSURE A SAFE WORKPLACE.
3. TOWER WORK PRESENTS ADDITIONAL THREATS TO HEALTH AND SAFETY. ALL TOWER WORKERS WORKING ON A TOWER MUST BE ADEQUATELY TRAINED AND MONITORED TO ENSURE THAT SAFE WORK PRACTICES ARE LEARNED AND FOLLOWED. AS REQUIRED BY OSHA, WHEN WORKING ON EXISTING COMMUNICATIONS TOWERS, EMPLOYEES MUST BE PROVIDED WITH APPROPRIATE FALL PROTECTION, TRAINED TO USE THIS FALL PROTECTION PROPERLY, AND THE USE OF FALL PROTECTION MUST BE CONSISTENTLY SUPERVISED AND ENFORCED BY THE CONTRACTOR.
4. ALL SAFETY EQUIPMENT SHALL BE INSPECTED ACCORDING TO ALL OSHA AND INDUSTRY SCHEDULED INTERVALS AND ALL INSPECTIONS SHALL BE DOCUMENTED PER APPLICABLE CODES AND STANDARDS.
5. THE CONTRACTOR SHALL VISIT THE SITE PRIOR TO BIDDING: ANY PROBLEMS WITH ACCESS, INTERFERENCE, ETC. SHALL BE RESOLVED PRIOR TO MOBILIZATION, THE CONTRACTOR MUST VISIT THE SITE PRIOR TO ORDERING ANY MATERIAL AND MUST RESOLVE ALL ISSUES WITH THE OWNER PREVENTING A CONTINUOUS INSTALLATION. CONTRACTOR SHALL NOTE ALL ANTENNAS, MOUNTS, COAX, LIGHTING, CLIMBING SUPPORTS, STEP BOLTS, PORT HOLES, AND ANY OTHER TOWER APPURTENANCES IN THE REGION OF THE MODIFICATIONS.
6. CONTRACTOR IS RESPONSIBLE FOR TEMPORARILY REMOVING ALL COAX, T-BRACKETS, ANTENNA MOUNTS, AND ANY OTHER TOWER APPURTENANCES THAT MAY INTERFERE WITH THE TOWER MODIFICATIONS. ALL TOWER APPURTENANCES MUST BE REPLACED AND / OR RESTORED TO ITS ORIGINAL LOCATION. ANY CARRIER DOWNTIME MUST BE COORDINATED WITH THE TOWER OWNER IN WRITING.
7. SOME ATTACHMENTS MAY REQUIRE CUSTOM MODIFICATIONS TO PROPERLY FIT THE MODIFIED REGION OF THE STRUCTURE. THESE CUSTOMIZATIONS ARE DESIGNED BY OTHERS AND MUST BE APPROVED BY THE ENGINEER PRIOR TO REMOVING SUCH ATTACHMENTS. ANY CARRIER DOWNTIME MUST BE COORDINATED WITH THE TOWER OWNER IN WRITING.
8. CONTRACTOR SHALL ONLY WORK WITHIN THE LIMITS OF THE TOWER OWNER'S PROPERTY OR LEASE AREA AND APPROVED EASEMENTS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY WORK IS WITHIN THESE BOUNDARIES. CONTRACTOR SHALL EMPLOY A SURVEYOR AS REQUIRED. ANY WORK OUTSIDE THESE BOUNDARIES SHALL BE APPROVED IN WRITING BY THE LAND OWNER PRIOR TO MOBILIZATION. CONSTRUCTION STAKING AND BOUNDARY MARKING IS THE RESPONSIBILITY OF THE CONTRACTOR.
9. TOWERS ARE DESIGNED TO CARRY GRAVITY, WIND AND ICE LOADS. ALL MEMBERS, LEGS, DIAGONALS, STRUTS AND REDUNDANT MEMBERS PROVIDE STRUCTURAL STABILITY TO THE TOWER WITH LITTLE REDUNDANCY. ABSENCE OR REMOVAL OF A MEMBER CAN TRIGGER CATASTROPHIC FAILURE UNLESS A SUBSTITUTE IS PROVIDED BEFORE REMOVAL.. LEGS CARRY AXIAL LOADS AND DERIVE THEIR STRENGTH FROM SHORTER UN-BRACED LENGTHS BY THE PRESENCE OF REDUNDANT MEMBERS AND THEIR CONNECTION TO THE DIAGONALS WITH BOLTS OR WELDS. IF THE BOLTS OR WELDS ARE REMOVED WITHOUT PROVIDING ANY SUBSTITUTE TO THE FRAME, THE LEG IS SUBJECTED TO A HIGHER UN-BRACED LENGTH THAT IMMEDIATELY REDUCES ITS LOAD CARRYING CAPACITY. IF A DIAGONAL IS ALSO REMOVED IN ADDITION TO THE CONNECTION, THE UN-BRACED LENGTH OF THE LEG IS GREATLY INCREASED, JEOPARDIZING ITS LOAD CARRYING CAPACITY. FAILURE OF ONE LEG CAN RESULT IN A TOWER COLLAPSE BECAUSE THERE IS NO REDUNDANCY. REDUNDANT MEMBERS AND DIAGONALS ARE CRITICAL TO THE STABILITY OF THE TOWER.
10. WORK SHALL BE PERFORMED DURING CALM DRY DAYS (WINDS LESS THAN 10 MPH). CONTRACTOR IS RESPONSIBLE FOR ALL TEMPORARY LOCAL TOWER SHORING, TEMPORARY GLOBAL TOWER SHORING, AND ALL SHORING OF SURROUNDING BUILDINGS, PADS, AND OTHER OUTDOOR SITE OBSTRUCTIONS. ALL SHORING, TEMPORARY BRACING, AND TEMPORARY SUPPORTS ARE THE RESPONSIBILITY OF THE CONTRACTOR.
11. MODIFICATIONS SHOWN SHALL BE INSTALLED ON ALL THREE (3) TOWER LEGS / FACES.
12. ALL MODIFICATIONS PERFORMED ON THIS TOWER SHALL BE COMPLETED IN ACCORDANCE WITH THE REQUIREMENTS OF TIA-1019-A CONSTRUCTION STANDARDS.
13. ALL MANUFACTURERS HARDWARE AND ASSEMBLY INSTRUCTIONS SHALL BE FOLLOWED EXACTLY. DEVIATION FROM THE INSTRUCTIONS IS UNACCEPTABLE AND REQUIRES WRITTEN APPROVAL FROM ENGINEER.

TYPE	ELEVATION	TYPE	ELEVATION
4' Lightning Rod	150	RRU B5 (2212) (AWN)	148
BCR1290-B1 (AWN)	150	RRU B5 (2212) (AWN)	148
BCR1290-B1 (AWN)	150	RRU B5 (2212) (AWN)	148
BCR1290-B1 (AWN)	150	(2) Ericsson combiner (AWN)	148
E15R01P78 (AWN)	148	(2) Ericsson combiner (AWN)	148
E15R01P78 (AWN)	148	(2) Ericsson combiner (AWN)	148
E15R01P78 (AWN)	148	RKEDC3969PF48 (AWN)	148
DBXNH-6565A-VTM w/ Mount Pipe (AWN)	148	Platform w/handrail (VZW)	138
DBXNH-6565A-VTM w/ Mount Pipe (AWN)	148	(2) NHH-65C-R2B w/ Mount Pipe (VZW)	138
DBXNH-6565A-VTM w/ Mount Pipe (AWN)	148	(2) NHH-65C-R2B w/ Mount Pipe (VZW)	138
RKEDC3969PF48 (AWN)	148	(2) NHH-65C-R2B w/ Mount Pipe (VZW)	138
(2) RRUS 01 B2/11 B12 (AWN)	148	4449 (VZW)	138
RRUS 01 B2/11 B12 (AWN)	148	4449 (VZW)	138
RRUS 01 B2/11 B12 (AWN)	148	4449 (VZW)	138
Platform w/handrail (AWN)	148	RxxDC-3315-PF-48 (VZW)	138
RRUS 11-B12 (2217) (AWN)	148	GPS (VZW)	138
RRUS 11-B12 (2217) (AWN)	148	SUX4-107 (VZW)	138

SITE NUMBER: US-AK-5134	
SITE LOCATION:	612 WOOD STREET WRENGELL, AK 99929
LATITUDE:	56.4550
LONGITUDE:	-132.3768






Item a.

bennett&pless

Experience Structural Expertise
Atlanta, Georgia • Chattanooga, Tennessee
Boca Raton, Florida

750 Park of Commerce Dr., Suite 200
Boca Raton, Florida 33487
Tel 561 288 1187
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B & P Job Number 20.03.007.005



5/4/2020
Expiration Date: 12/31/2021

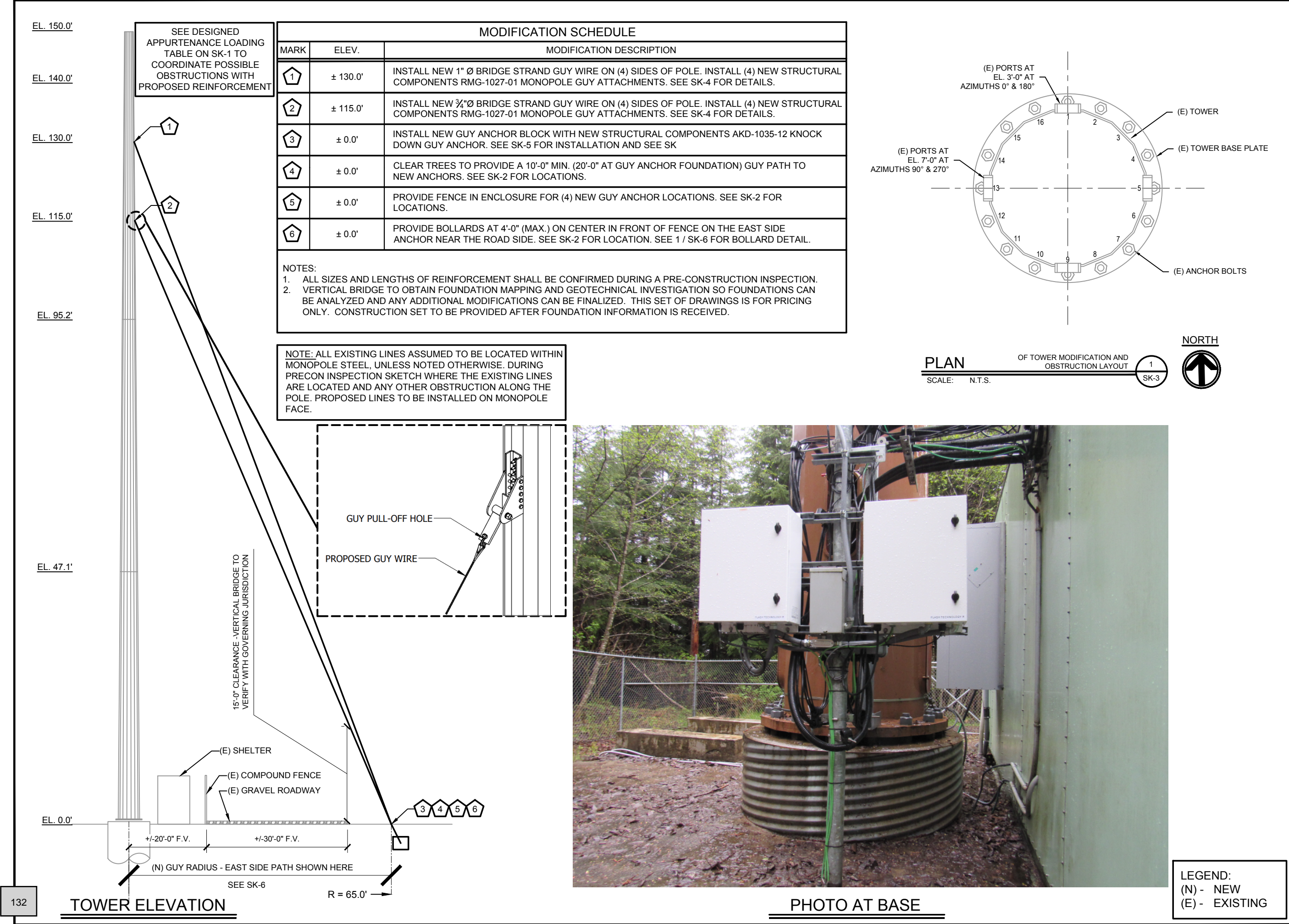
Revisions:

NO:	DESCRIPTION:	DATE:

SITE # (NAME): US-AK-5164 WRANGELL CITY WATER (VZW)	DATE: 05/04/2020
JOB NAME: Tower Modification For Proposed Antenna Installation	
DRAWING TITLE: Tower Site Plan	
DRAWN BY: MH	REVIEWED BY: MD
	SCALE: Not To Scale

SHEET NUMBER:

SK-2



verticalb

Item a.

bennett&pless

Experience Structural Expertise
Atlanta, Georgia • Chattanooga, Tennessee
Boca Raton, Florida

750 Park of Commerce Dr., Suite 200
Boca Raton, Florida 33487
Tel 561 288 1187
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B & P Job Number 20.03.007.005

STATE OF ALASKA

49TH

Life Original Signature

MICHAEL T. DE BOER

REGISTERED PROFESSIONAL ENGINEER

No. CE 11872

5/4/2020
Expiration Date: 12/31/2021

Revisions:

NO:	DESCRIPTION:	DATE:

SITE # (NAME): US-AK-5164 WRANGELL CITY WATER (VZW)

DATE: 05/04/2020

JOB NAME: Tower Modification For Proposed Antenna Installation

DRAWING TITLE: Tower Elevation, Modification Schedule and Details

DRAWN BY: MH

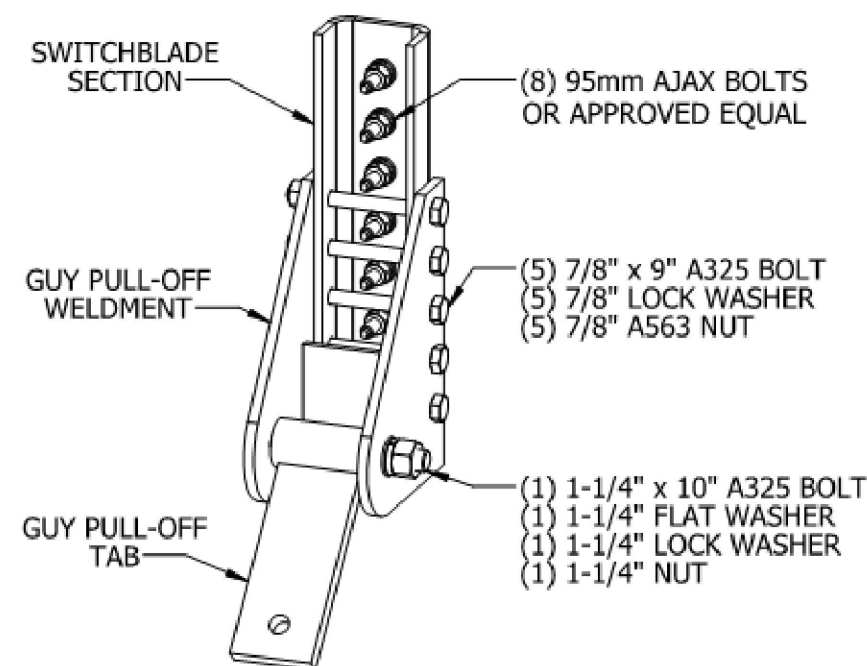
REVIEWED BY: MD

SCALE: Not To Scale

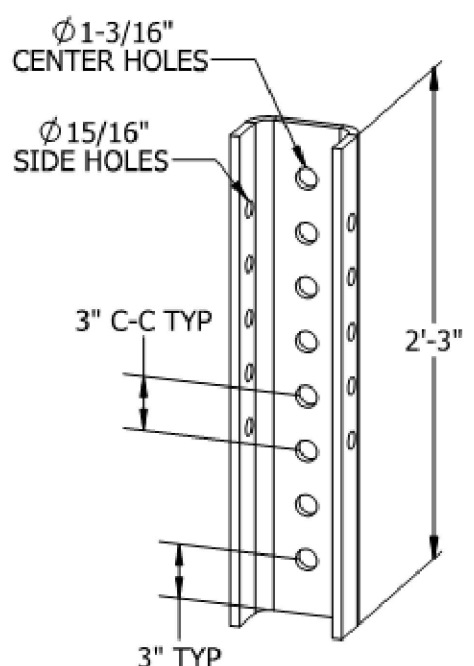
SHEET NUMBER:

SK-3

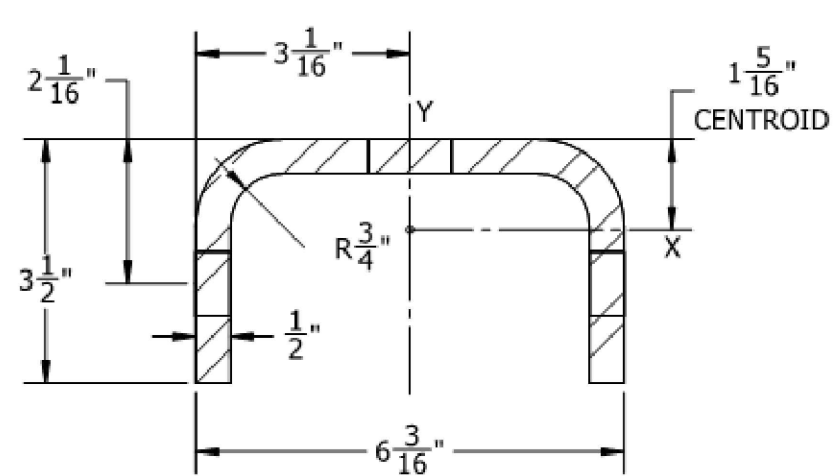
RMG - MONOPOLE GUY ATTACHMENT ENGINEERING DETAIL
MONOPOLE FACE CONFIGURATION



RMG-1027-01
27" GUY PULL-OFF FOR MONOPOLE FACE
WEIGHT: 151.39 LBS EACH

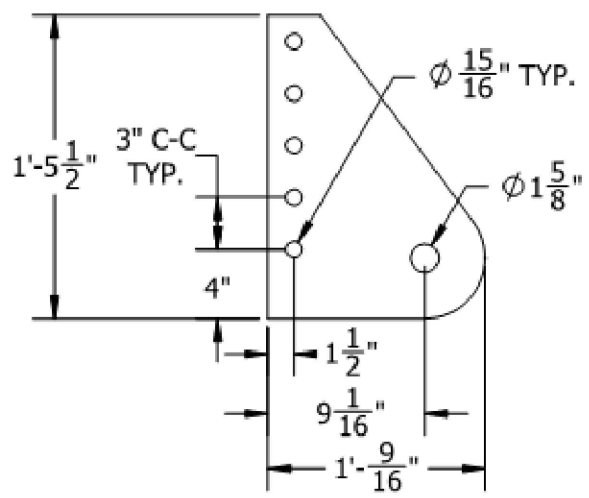


P575-000-27
27" SWITCHBLADE SECTION FOR RMG
WEIGHT: 41.42 LBS EACH

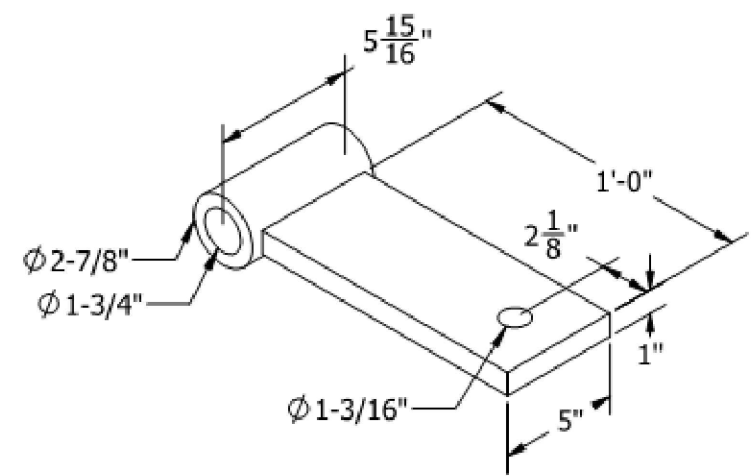
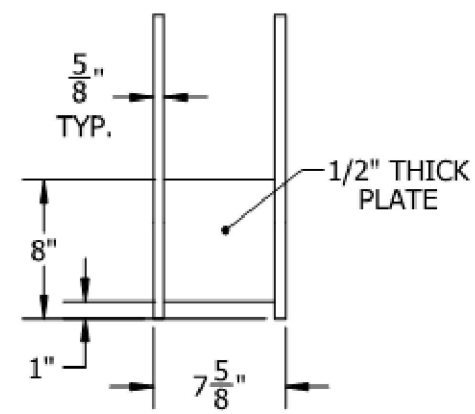


SWITCHBLADE SECTION PROPERTIES

GROSS STEEL AREA:	5.69 in ²
I _x =	6.64 in ⁴
I _y =	30.39 in ⁴
X _{BAR} =	1.31 in
Y _{BAR} =	3.09 in
r _x =	1.08 in
r _y =	2.31 in
WEIGHT:	18.6 plf
GRADE:	A572-65



W181-020-01
GUY PULL-OFF WELDMENT
WEIGHT: 59.62 LBS EACH



W175-003-01
GUY PULL-OFF TAB
WEIGHT: 23.56 LBS EACH

NOTE: MONOPOLE GUY ATTACHMENT DESIGNED FOR
UP TO 1" BRIDGE STRAND GUY WIRE AT 10% I.T.

Structural Components
Bringing It All Together.
11611 E 51ST AVE
DENVER, CO 80239
(866) 386 - 7622

STAMP:

The information contained in this set of documents is proprietary by nature. any use or disclosure other than that which relates to the client named is strictly prohibited.

REVISIONS:

NO.	DATE	DESCRIPTION	BY	CHK	APP
1	12/04/14	ENGINEERING DETAIL	LL	SS	

MONOPOLE FACE GUY ATTACHMENT
ENGINEERING DETAIL

ENGINEERING DETAIL
REINFORCEMENT DETAILS
E-1
1

bennett&pless
Experience Structural Expertise
Atlanta, Georgia • Chattanooga, Tennessee
Boca Raton, Florida
750 Park of Commerce Dr., Suite 200
Boca Raton, Florida 33487
Tel 561 288 1187
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B & P Job Number 20.03.007.005

STATE OF ALASKA
49TH
Life Original Signature
MICHAEL T. DE BOER
REGISTERED PROFESSIONAL ENGINEER
No. CE 11872
5/4/2020
Expiration Date: 12/31/2021

Revisions:
NO: DESCRIPTION: DATE:

SITE # (NAME):	US-AK-5164 WRANGELL CITY WATER (VZW)	DATE:	05/04/2020
JOB NAME:	Tower Modification For Proposed Antenna Installation	SCALE:	Not To Scale
DRAWING TITLE:	Tower Modification Details	REVIEWED BY:	MD
DRAWN BY:	MH		

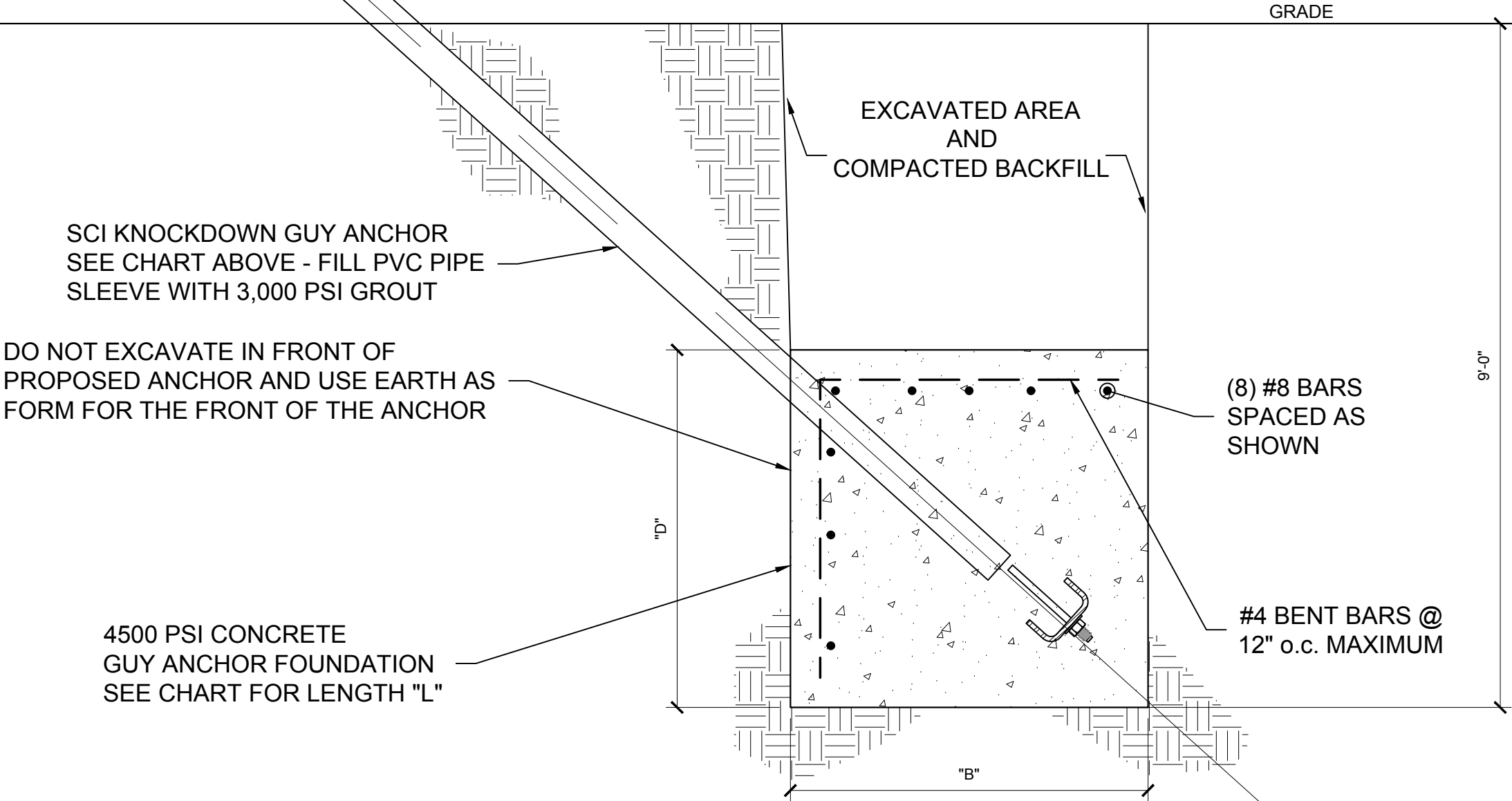
SHEET NUMBER:
SK-4



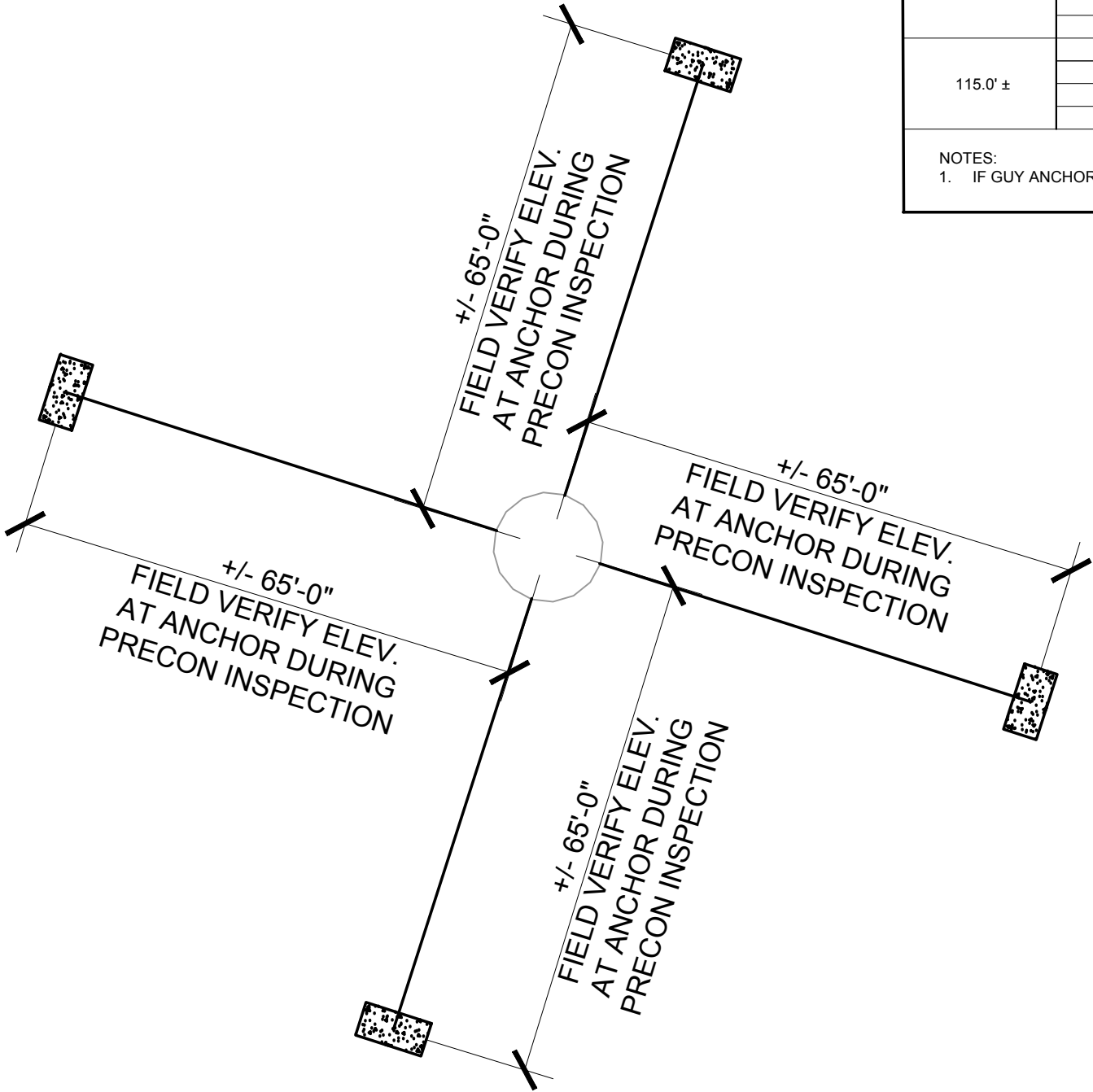
Revisions:		
NO:	DESCRIPTION:	DATE:

SITE # (NAME): US-AK-5164 WRANGELL CITY WATER (VZW)	DATE:	05/04/2020
	JOB NAME:	Tower Modification For Proposed Antenna Installation
	DRAWING TITLE:	Tower Modification Details
	DRAWN BY: MH	REVIEWED BY: MD
SCALE:		Not To Scale

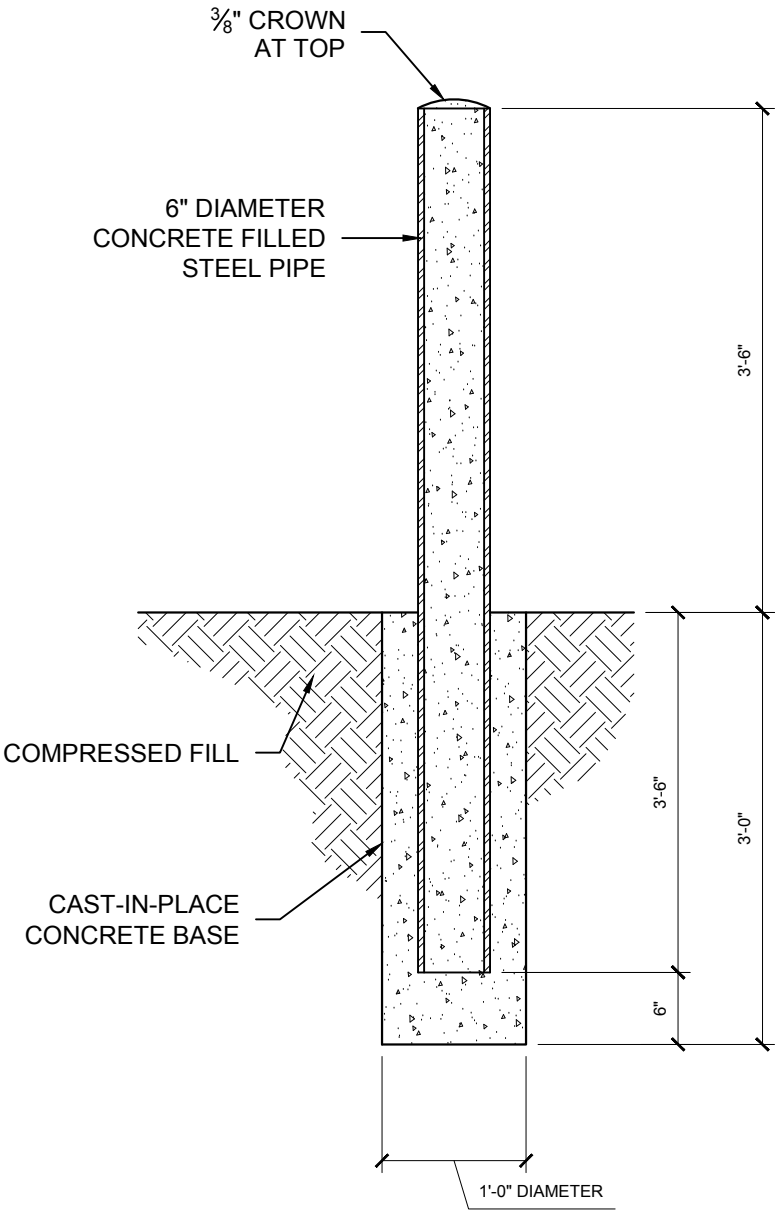
LOCATION	SCI KNOCK DOWN GUY PART NUMBER	CONCRETE ANCHOR SIZE			COMMENTS
		B	D	L	
OUTER ANCHOR	AKD-1035-12	4'-0"	3'-0"	14'-0"	SEE SECTION FOR REINF



LEGEND:
(N) - NEW
(E) - EXISTING



GUY WIRE SCHEDULE												
GUY ELEVATION (FT.)	GUY WIRE SIZE (IN.)	GUY ANCHOR RADIUS (FT.)	TOWER LEG	WIRE QTY PER FACE	% INITIAL TENSION	TARGET TENSION (LB)						
						0°	20°	40°	60°	80°	100°	120°
130.0' ±	1" BS	65.0' ±	A	1	8	10,823	10,468	10,113	9,760	9,408	9,056	8,706
	1" BS	65.0' ±	B	1	8	10,823	10,468	10,113	9,760	9,408	9,056	8,706
	1" BS	65.0' ±	C	1	8	10,823	10,468	10,113	9,760	9,408	9,056	8,706
	1" BS	65.0' ±	D	1	8	10,823	10,468	10,113	9,760	9,408	9,056	8,706
115.0' ±	¾" BS	65.0' ±	A	1	8	6,170	5,926	5,683	5,440	5,198	4,957	4,718
	¾" BS	65.0' ±	B	1	8	6,170	5,926	5,683	5,440	5,198	4,957	4,718
	¾" BS	65.0' ±	C	1	8	6,170	5,926	5,683	5,440	5,198	4,957	4,718
	¾" BS	65.0' ±	D	1	8	6,170	5,926	5,683	5,440	5,198	4,957	4,718
NOTES: 1. IF GUY ANCHORS VARY IN ELEVATION BY MORE THAN 10'± THEN CONTACT ENGINEER IMMEDIATELY.												



BOLLARD - DETAIL 1

LEGEND:
(N) - NEW
(E) - EXISTING

vertical

Item a.

bennett&pless

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Atlanta, Georgia • Chattanooga, Tennessee
Boca Raton, Florida

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Boca Raton, Florida 33487
Tel 561 288 1187
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B & P Job Number 20.03.007.005

STATE OF ALASKA

49TH

Life Original Signature

MICHAEL T. DE BOER

REGISTERED PROFESSIONAL ENGINEER

No. CE 11872

5/4/2020
Expiration Date: 12/31/2021

Revisions:

NO:	DESCRIPTION:	DATE:

SITE # (NAME): US-AK-5164 WRANGELL CITY WATER (VZW)	DATE: 05/04/2020
JOB NAME: Tower Modification For Proposed Antenna Installation	
DRAWING TITLE: Tower Modification Details	
DRAWN BY: MH	REVIEWED BY: MD
	SCALE: Not To Scale

SHEET NUMBER:

SK-6

**Amendment 1
to
Lease Agreement**

This Amendment 1 ("Amendment") is made effective as of June 1, 2014 ("Effective Date") to the Lease Agreement dated as of June 1, 2014 ("Agreement") between The Alaska Wireless Network, LLC, a Delaware limited liability company, with offices located at 2550 Denali Street, Suite 1000, Anchorage, Alaska 99503-2781 ("Lessee"), and the City and Borough of Wrangell, a municipality, whose mailing address is PO Box 531, Wrangell, AK 99929 ("Borough") (each a "Party" and collectively, the "Parties").

RECITALS

WHEREAS, the Parties wish to enter into this Amendment to add a new Utility clause.

NOW, THEREFORE, in consideration of the mutual promises, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

The Parties incorporate by reference and agree to the accuracy of the above recitals and further agree as follows:

1.0 Utilities

A new Section 3, Subsection 5 of the Agreement is hereby added as follows:

"Lessee shall be solely responsible for and promptly pay all charges for gas, electricity, telephone service, or any other utility used or consumed by Lessee on the Premises. Lessee shall have an electrical current meter installed at the Premises for Lessee's electrical usage, and Lessee shall pay for the cost installation, maintenance, and repair of same. Such meter will be billed by and paid directly to the power company."

2.0 FURTHER AMENDMENTS

Except as expressly modified herein, the provisions of the Agreement shall remain in full force and effect. In case of any conflict between the provisions of the Agreement and of this Amendment, the provisions of this Amendment shall take precedence. Neither the Agreement nor this Amendment may be further amended or altered except by written instrument executed by an authorized representative of both Parties. This Amendment, together with the non-conflicting provisions of the Agreement, constitutes the entire agreement, and supersedes all previous and contemporaneous written and oral understandings, between the Parties with respect to the subject matter.

3.0 EXECUTION IN COUNTERPARTS

This Amendment may be executed in counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument. Delivery of an executed counterpart by electronic transmission shall be equally effective as physical delivery of an original counterpart.

The Parties, intending to be legally bound, have executed this Amendment as of the Effective Date.

The Alaska Wireless Network, LLC

City and Borough of Wrangell

By: 

By: 

Name: Jimmy Sipes

Name: Jeff Tabusch

Title: VP, Network Services & Chief Engineer

Title: BOROUGH MANAGER

Date: 6.19.14

Date: 6-18-14

Borough 99 Lessee PAA
AWN Contract #100138
June 11, 2014

Lease Agreement

This Lease Agreement ("Agreement") is made effective as of June 1, 2014 ("Effective Date") between The Alaska Wireless Network, LLC, a Delaware limited liability company, with offices located at 2550 Denali Street, Suite 1000, Anchorage, Alaska 99503-2781 ("Lessee"), and the City and Borough of Wrangell, a municipality, whose mailing address is PO Box 531, Wrangell, AK 99929 ("Borough") (each a "Party" and collectively, the "Parties"). This Agreement supersedes and, upon full execution, terminates the Lease Agreement between the Parties dated October 21, 2002.

WHEREAS, the Borough owns the property described below; and

WHEREAS, the Borough wishes to lease this parcel of land to Lessee and;

The Borough and Lessee desire to enter into this Agreement with respect to the following described property hereinafter referred to as the "Premises" which is depicted in Attachment A and is more particularly described as follows:

LEGAL DESCRIPTION
FOR A
40' X 40' LAND LEASE
FOR
THE ALASKA WIRELESS NETWORK, LLC

A parcel of land located within the First Judicial District, State of Alaska. A parcel located within U.S. Survey 3402, Tract A, Lot 3, Wrangell, Alaska, more particularly described as follows:

Beginning at Corner No. 1, the TRUE POINT OF BEGINNING, monumented with a rebar and aluminum cap, from which a General Land Office brass cap, being Corner No. 3 U.S. Survey 3010, common to Corner No. 5, Alaska State Land Survey 84-83, bears N 55d 35m 18s W, a distance of 296.45 feet. Said General Land Office brass cap and a Bureau of Land Management brass cap located at Witness Corner No. 2, U.S. Survey 3010, common to Witness Corner No. 4, U.S. Survey 1518, form the Basis of Bearing for this legal description, with an accepted bearing of West.

Thence, S 42d 57m 09s E, thru and across U.S. Survey 3402, Tract A, Lot 3, a distance of 40.00 feet, to Corner No. 2, monumented with a rebar and aluminum cap. Witness Corner No. 5, U.S. Survey 3402, Tract A, Lot 3, common to Corner No. 4, Parcel 7, Alaska State Land Survey 84-83, and common to Corner No. 3, Parcel 9, Alaska State Land Survey 84-83, monumented with a primary aluminum cap monument in ductile iron pipe, bears S 83d 10m 36s E, a distance of 300.19 feet.

Wrangell Lease Agreement with The Alaska Wireless Network, LLC

Borough [Signature] Lessee [Signature]
AWN Contract #100138
Page 1

June 1, 2014

Thence, S 47d 02m 51s W, thru and across U.S. Survey 3402, Tract A, Lot 3, a distance of 40.00 feet, to Corner No. 3, monumented with a rebar and aluminum cap.

Thence, N 42d 57m 09s W, thru and across U.S. Survey 3402, Tract A, Lot 3, a distance of 40.00 feet, to Corner No. 4, monumented with a rebar and aluminum cap.

Thence, N 47d 02m 51s E, thru and across U.S. Survey 3402, Tract A, Lot 3, a distance of 40.00 feet, more or less, to Corner No. 1, the **TRUE POINT OF BEGINNING**.

Said land lease to New Horizons/Alaska Communications Systems Wireless, Inc., contains 1600 square feet, more or less, all as contained within this legal description.

SEE EXHIBIT A.

1. **LEASE TERM.** The term of this Agreement shall begin on June 1, 2014 and shall continue until May 31, 2024. ("Lease Term"). The expiration or termination of the Lease Term shall not terminate or otherwise extinguish any liability or obligation (including, without limitation, defense and indemnification obligations) of either Party hereto involving any act, omission, breach or default occurring prior to such expiration or termination.

2. RENTAL.

During the Lease Term, Lessee shall pay the Borough rent for the Premises ("Rent") in the amount of Five Hundred Dollars (\$500.00) per month. All Rent shall be payable in advance on the first day of each month at the address below in the Notice Section of this Agreement. Sales tax payable on amounts due under this Agreement shall be paid by Lessee in addition to, and concurrently with, the payment of the monthly amounts above provided. Sales tax, in the amount of 7% of the Rent, is due under this Agreement and shall be paid by Lessee in addition to, and concurrently with, the payment of the monthly Rent. Lessee shall pay the property tax assessed to the Premises in accordance with Section 29.45.030 (1) of the Alaska State Law. Borough will be responsible for determining the amount, and invoicing Lessee.

3. OPERATION AND MAINTENANCE

- 1) Lessee shall utilize the leased Premises for purpose of placement of a tower on a concrete pad, and a 10' by 20' foot communications building. There shall be no new construction on the leased Premises without the express written permission of the Borough.

Wrangell Lease Agreement with The Alaska Wireless Network, LLC

Borough *[Signature]* Lessee *[Signature]*
AVN Contract #100138
Page 2

June 1, 2014

- 2) Lessee shall keep and maintain the leased premises in good and substantial repair and condition.
- 3) Lessee shall pay all taxes, fees or assessments that may be required as a result of action taken by Lessee on the Premises. 4) Lessee shall not suffer or permit any lien to be filed against the Premises or Lessee's leasehold interest, by reason of work, labor, services or materials performed or supplied to Lessee or anyone holding the Premises or any part thereof under Lessee. If any such lien is filed, Lessee shall cause the lien to be discharged of record at least (30) days prior to any scheduled lien foreclosure sale.

4. TERMS AND CONDITIONS

- A. Lease Utilization. Leased lands shall be utilized only for purposes within the scope of the applicable land use classification and the terms of the Agreement, and in conformity with the ordinances of the Borough, including any zoning ordinance. Utilization or development for other than the allowed uses shall constitute a violation of the Agreement and subject the Agreement to cancellation by the Borough at any time.
- B. Subleasing and Assignment. The Parties may not sell or assign this Agreement without the written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. Lessee may execute space and power and collocation agreements for Lessee's tower on the Premises. Borough retains exclusive right to lease ground space adjacent to the Premises to other carriers and tenants. Borough may not sell or assign this Agreement to a party that is not the legal owner of the Premises without the written consent of Lessee, which consent shall not be unreasonably withheld.

The Lessee shall not sublease any part of the Premises. The Lessee shall not assign the Agreement without approval of the Borough Assembly and written consent to the assignment. The assignee shall be subject to all of the provisions of the original Agreement, and the assignor shall not be relieved of its obligations during the entire Lease Term. No proposed assignment to an LLC will be approved by the Borough without AWN agreeing to guarantee the obligations of the assignee as part of the assignment.

C. Modification. This Agreement shall not be modified orally or in any manner other than by an agreement in writing signed by the Parties. Lessee specifically understands and agrees that no Borough employee, Assembly member, or the Mayor has any actual or apparent authority to verbally modify this Agreement and any modifications must be in writing approved by the Assembly.

D. Indemnification and Insurance

1) Indemnification of Lessor:

Lessee agrees to indemnify, defend and save Lessor harmless against and from any and all claims, actions and proceedings of any kind and any nature by or on behalf of any person, entity or corporation, arising from the conduct or management of or from any work or thing whatsoever done in or about the leased Premises, or arising out of or related in any way to the Lessee's use of the Premises, beginning June 1, 2014, regardless of when such claims may have occurred, arose or accrued, which in any way relate to the leased Premises, including, without limitation, in connection with Hazardous Materials. Lessee also agrees to indemnify, defend and save Lessor harmless against and from any and all claims arising during the Lease Term from any condition of the leased property. Lessee also agrees to indemnify, defend and save harmless Lessor from any and all claims, including but not limited to physical injury, death, property damage, special damages, consequential damages, expenses, costs, and attorney's fees, directly or indirectly arising out of, in connection with, or incident to the operation of the leased Premises or arising from any breach or default on the part of Lessee in the performance of any covenant or agreement on the part of Lessee to be performed, pursuant to the terms of this Agreement, or arising from Lessee's failure to comply with any law, ordinance or regulation of any governmental body, or arising from any negligent act or omission of Lessee or any of its agents, contractors, servants, employees, licensees, guests and sublessees and any agents, contractors, servants, employees, licenses and guests of its sublessees. Lessee's obligation to defend, indemnify and save Lessor harmless shall include Lessee's payments of reasonable actual attorneys' fees.

2) Insurance:

Lessee shall provide to the Borough a Certificate of Insurance ("COI") showing that the Lessee has obtained at least one million dollars (\$1,000,000.00) general liability insurance, which covers the

Wrangell Lease Agreement with The Alaska Wireless Network, LLC

Borough ~~Lessee~~ *AWN*
AWN Contract #100138
Page 4

June 1, 2014

Lessee's operations on the leased Premises. Lessee shall provide the COI, naming the Borough as an additional insured, at the time of the effective date of the Agreement. Failure to maintain such insurance shall constitute a material breach of the terms and conditions of this Agreement. Lessee shall notify the Borough twenty (20) days before the policy is canceled or terminated and unless the Lessee provides a new COI within thirty days of cancellation or termination, the Borough may immediately terminate this Agreement without further notice at its sole option. Any violation of this provision constitutes a material breach of this Agreement.

3) **Hazardous Waste Responsibility and Indemnification:**

Lessee represents and warrants that the leased Premises will never be used for the generation, manufacture, storage, treatment, disposal, release, or threatened release of any hazardous waste or substance. The term "Hazardous Waste or Substance" means hazardous or toxic substances, materials or wastes, including but not limited to any substance, material or waste which is (i) petroleum; (ii) asbestos; (iii) polychlorinated biphenyls (PCBs); (iv) toxic or hazardous substances as defined in Alaska Statute 18.60.105 or 46.03.826, and associated regulations; (v) designated as a "Hazardous Substance" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. ' 9601, et. seq.; (vi) designated as a "Hazardous Waste" pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. '6901, et. seq.; (vii) designated as a "Hazardous Substance" under the Clean Water Act, 33 U.S.C. ' 1321, or listed pursuant to 33 U.S.C. § 11317; (viii) listed by the U.S. Department of Transportation at 49 C.F.R. Part 302; and (ix) any other substance, waste or material which is regulated as hazardous or dangerous by any Federal, State or local agency. Lessee agrees to hold Lessor harmless and to indemnify and defend Lessor against any and all claims and losses resulting from Lessee's breach of this Section, including, but not limited to, any loss, damage, liability, cost, or expense, including reasonable actual attorneys' and consultants' fees and expert fees, and including without limitation (i) any claims of third parties for personal injury, death, property damage, or other harm, and (ii) any response costs, costs of remedial, restoration or clean-up actions, fines suffered or incurred by Lessor arising out of or related to the presence of Hazardous Materials in, on, or under the property, or out of any such use of the property, or due to the incorporation of such materials.

This obligation to indemnify, defend and hold Lessor harmless shall survive the term of this Agreement and include any claim, cause of action or administrative regulatory enforcement action in which Lessee or Lessor are determined or alleged to be a potentially responsible party.

If fuel, lead acid batteries, coolants, fire suppressants, lubricants or any other hazardous materials are placed on the Premises, Lessee agrees to have properly trained personnel, equipment and procedures in place for safely handling the materials in accordance with the National Fire Protection Code and all applicable federal, state and local laws. In the event of a material spill of fuel or other hazardous materials on the Premises, Lessee shall promptly notify Borough and act promptly to contain the spill, repair any damage, absorb and clean up the spill area, and restore the Premises to a condition reasonably satisfactory to Borough.

E. Default, Cancellation and Forfeiture.

- 1) The Agreement may be canceled in whole or in part, at any time, upon mutual written agreement by Lessee and the Borough. The Lease may be terminated at any time by either party upon ninety (90) days' written notice in writing to the other party before the end of a monthly rental period. The lease shall terminate automatically on June 1, 2024. If Lessee defaults for any of the reasons stated below and fails to cure the default within thirty (30) days after receiving the notice of default.
- 2) If Lessee defaults in the performance or observance of any of the terms, covenants or stipulations of this Agreement, or any portion of Borough code as applied to the Premises, the Lessee is automatically in default on the Agreement by operation of law. If such default continues for thirty (30) calendar days after service upon Lessee of written notice of default by the Borough without remedy by Lessee of the default, the Borough Manager shall take such action as is necessary to protect the rights and best interests of the Borough, including the exercise of any or all rights after default permitted by this Agreement. No improvements may be removed by Lessee or any other person during any time the Lessee is in default.

- 3) The Borough may cancel this Agreement if it is used for any unlawful purpose.
 - 4) Failure to make substantial use of the land, consistent with the proposed use, within one year shall with the approval of the Borough constitute grounds for cancellation.
 - 5) Lessee may cancel this Agreement with 30 days' written notice if for any reason the Premises become unsuitable for its communications purposes
- F. Remedies Cumulative. The specified remedies to which either Party may resort under the terms of this Agreement are cumulative and are not intended to be exclusive of any other remedies or means of redress to which either Party may lawfully be entitled in case of any breach or threatened breach by either Party of any provision of this Agreement. In addition to the other remedies in this Agreement provided, either Party shall be entitled to the restraint by injunction of the violation, or attempted or threatened violation, of any of the covenants, conditions, or provisions of this Agreement.
- G. Notice or Demand. Any notice or demand, which under the terms of this Agreement or under any statute must be given or made by the Parties shall be in writing, and be given or made by registered or certified mail, addressed to the other Party at the address of record. However, either Party may designate in writing such new or other address to which such notice or demand shall thereafter be so given, made or mailed. A notice given hereunder shall be deemed delivered when deposited in the U.S. mail and enclosed in a registered or certified mail prepaid envelope addressed as herein provided. E-mail shall not constitute notice or demand.

All notices and requests in connection with this Agreement shall be in writing and shall be addressed as follows:

City and Borough of Wrangell
 Jeff Jabusch, Borough Manager
 PO Box 531,
 Wrangell, Alaska 99929
 Phone: 907-874-2381
 Email: findir@aptalaska.net

Lessee: The Alaska Wireless Network, LLC
 ATTN: Rachelle Alger
 2500 Denali Street, Suite 1000,

Wrangell Lease Agreement with The Alaska Wireless Network, LLC

Borough Lessee
 AWN Contract #100138
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June 1, 2014

Anchorage, Alaska 99503-2781
 Phone: 907.868.5771
 Email: raalger@gci.com

With a copy of Legal Notices to:
 The Alaska Wireless Network, LLC
 ATTN: VP and Senior Legal Council
 2500 Denali Street, Suite 1000,
 Anchorage, Alaska 99503-2781

- H. Entry and Reentry. In the event this Agreement is terminated, or in the event that the leased Premises, or any part thereof, are abandoned by the Lessee during the Lease Term, the Borough or its agents or representative, may, immediately or any time thereafter, reenter and resume possession of the Premises and remove all persons and property either by summary proceedings or by a suitable action or proceeding at law without being liable for any damages to the Lessee or any other person or entity. No reentry by the Borough shall be deemed an acceptance of a surrender of the Agreement.
- I. Re-Lease. In the event that this Agreement is terminated, the Borough may offer the Premises for lease or other disposal in accordance with the Borough code.
- J. Forfeiture of Rental. In the event that this Agreement is terminated because of any breach by the Lessee, the monthly rental payment last made by the Lessee shall be forfeited and retained by the Borough.
- K. Written Waiver. The receipt of rent by the Borough with knowledge of any breach of this Agreement by the Lessee, or of any default on the part of the Lessee in observance or performance of any of the conditions or covenants of this Agreement, shall not be deemed to be a waiver of any provision of this Agreement. No failure on the part of the Borough to enforce any covenant or provision contained in this Agreement, nor any waiver of any right by the Borough unless in writing, shall discharge or invalidate the covenants or provisions or this Agreement or otherwise affect the right of the Borough to enforce this Agreement in the event of any subsequent breach or default. The receipt by the Borough of any other sum of money after the termination in any manner, of the term of this Agreement or after the giving by the Borough of any notice to effect termination, shall not reinstate, continue or extend the resultant term of this Agreement or destroy or in any manner impair the efficiency of any such notice or termination as may have been given by the Borough to the Lessee prior to the receipt of

Wrangell Lease Agreement with The Alaska Wireless Network, LLC

Borough *[Signature]* Lessee *[Signature]*
 AWN Contract #100138
 Page 8

June 1, 2014

any sum of money or other consideration, unless so agreed to in writing and signed by the Borough manager.

L. Expiration of Agreement. Unless this Agreement is renewed or sooner terminated, as provided herein, the Lessee shall peaceably and quietly leave and surrender to the Borough all of the Premises on the last day of the term of this Agreement.

M. Renewal of Agreement:

1) Upon the expiration of the term of this Agreement or the cancellation of this Agreement by mutual consent of the Parties, the Borough may grant a new lease to the Lessee provided:

- a. The Lessee makes written application at least ninety (90) days prior to expiration of the Lease Term;
- b. The Lessee is not in default under this Agreement;
- c. The use to which the land is to be put is compatible with the current use classification and zoning provisions of the Borough code;

3) This Agreement does not grant to the Lessee any renewal preference or right to a renewal of this Agreement or to a new agreement and the Lessee has no right to a renewal of this Agreement or to a new agreement.

N. Removal or Reversion of Improvements upon Termination of Agreement:

Improvements owned by the Lessee may within sixty (60) calendar days after the termination of this Agreement be removed by the Lessee, provided, such removal will not cause injury or damage to the lands or improvements on the Premises. All periods of time granted the Lessee to remove improvements are subject to the Lessee paying to the Borough pro rata rentals for such periods. If any improvements and/or chattels are not removed within the time allowed, such improvements and/or chattels shall revert to, and absolute title shall vest, in the Borough.

O. Compliance with Regulations and Code:

1) The Lessee shall comply with all regulations, rules, and the Borough code and with all state and federal regulations, rules and laws.

Wrangell Lease Agreement with The Alaska Wireless Network, LLC

Borough Lessee *[Signature]*
AVN Contract #100138

June 1, 2014

Page 9

- 2) The lessee shall comply with all provisions of the Borough code which are promulgated for the promotion of sanitation, life safety and public health. The leased premises shall be kept in a neat, clean and sanitary condition, and every effort shall be made to prevent pollution.
- 3) Fire protection. The Lessee shall take all reasonable precaution to comply with provisions of the Borough code concerning fire protection applicable to the area of the leased Premises.
- P. Inspection: The Lessee shall allow an authorized representative of the Borough to enter the Premises at any reasonable time for the purposes of inspecting the land and improvements thereon.
- Q. Use of Material: All coal, oil, gas and other minerals, and all deposits of stone, earth or gravel valuable for extraction or utilization, are reserved by the Borough and shall not be removed from the Premises except with written permission of the Borough. The Lessee shall not sell or remove for use elsewhere any timber, stone, gravel, peat moss, topsoil, or any other material valuable for building or commercial purposes; provided, however, that material required for the development of this Agreement may be used, if its use is first approved by the Borough in writing. .
- R. Rights-of-Way: The Borough expressly reserves the right to grant easements or rights-of-way across the Premises if it is determined in the best interest of the Borough to do so. If the Borough grants an easement or right-of-way across any part of the Premises, the Lessee shall be entitled to damages for all Lessee-owned improvements destroyed or damaged. Damages shall be limited to the value of improvements only and the value shall be determined by fair market value. Monthly rentals may be adjusted to compensate the Lessee for the loss of use.
- S. Warranty: The Borough does not warrant by its classification or leasing of land that the land is ideally suited for the use authorized under the classification or Agreement and no guaranty is given or implied that it will be profitable to employ land to be used by the Lessee.
5. **ENTIRE AGREEMENT**. This Agreement contains the entire and integrated agreement of the Parties and supersedes all other prior leases, agreements, and oral or written communications or negotiations. If any term of this Agreement is held to be invalid, void or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall be valid and binding upon the Parties. This Agreement shall be binding upon the Parties and upon their respective executors, administrators, legal representatives, successors and assigns.

6. **GOVERNING LAW, JURISDICTION AND VENUE.** The Superior Court for the State of Alaska, First Judicial District at Wrangell, Alaska shall be the exclusive jurisdiction and venue for any action of any kind or any nature arising out of or relating in any way to this Agreement and the use of the leased Premises.
7. **TITLES AND HEADINGS.** Titles and headings to sections are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.
8. **REPRESENTATIONS BY LESSEE.** Lessee acknowledges and agrees that Lessee is not relying on any representations by any Borough employee, officer, assembly member, mayor, consultant or attorneys. Lessee acknowledges and agrees that Lessee has had a full opportunity to consult with Lessee's own attorney before entering this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

The Alaska Wireless Network, LLC

City of Borough of Wrangell

By: _____

By: _____

Name: Jimmy Sipes

Name: _____

Title: VP, Network Services & Chief Engineer

Title: _____

Date: _____

Date: _____

Wrangell Lease Agreement with The Alaska Wireless Network, LLC

Borough ~~Lessee~~ *AK*
AWN Contract #100138
Page 11

June 1, 2014

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	August 11, 2021
	<u>Agenda Section</u>	6

Approval of a Sole Source Procurement in Conformance with Section 5.10.050(F) of the Wrangell Municipal Code from Phase 4 Design, Inc. for Telex Dispatch Console System Upgrade in the Amount of \$35,795.10

<u>SUBMITTED BY:</u>
Fire Chief Tim Bunes

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

<u>FISCAL NOTE:</u>		
Expenditure Required: \$35,795.10 Total		
FY 20: \$	FY 21: \$	FY22: \$35,795.10
Amount Budgeted:		
FY22 \$35,815		
Account Number(s):		
11300 000 4590 18 11006		
Account Name(s):		
General Fund CIP Emergency Dispatch Console Upgrade Project		
Unencumbered Balance(s) (prior to expenditure):		
\$35,815		

ATTACHMENTS: 1. Quote from Phase 4 Designs for Telex Communications Equipment

RECOMMENDATION MOTION:

Move to Approve a Sole Source Procurement in Conformance with Section 5.10.050(F) of the Wrangell Municipal Code from Phase 4 Design, Inc. for Telex Dispatch Console System Upgrade in the Amount of \$35,795.10.

SUMMARY STATEMENT:

Based on both City and Borough of Wrangell procurement requirements as well as SHSP grant program regulations, the Fire Department is requesting the approval to sole source the procurement of the equipment for the Wrangell Dispatch emergency communications as Telex Communications equipment. We also request approval to single source the Telex equipment from Phase 4 Designs Inc.

The current hardware that is being utilized is no longer supported by Telex, limiting updates to the dispatch program. Dispatch is currently running a 6.2 version on a Windows 7 Operating System. However, Telex has had numerous updates and are now on the 7.6 version and as you may be aware, the Windows 7 OS is no longer supported. As previously stated, we are unable to update our system to the current advancements with our antiquated technology. This system was installed approximately 17 years ago.

This console is a land-based radio system that controls all communications for our emergency providers which includes Law Enforcement, Fire Department, EMS, Search and Rescue, and State and Federal Law Enforcement. This Emergency Dispatchers rely on this system to function to protect the community of Wrangell.

What this system includes: 4-consoles that are preconfigured onto PC's or laptops, 4-six-line software licenses for the system to operate, the 4-desk microphones, and the audio interface (which allows the dispatch to receive and transmit the audio). All of this is hardware that is necessary to operate our emergency dispatch.

Justification for the sole source from Phase 4 Designs Inc. is based on compatibility. The current communications system was installed approximately 17 years ago by AP&T and Phase 4 Designs Inc. held an onsite training in Wrangell implementation on this newly installed equipment. Wrangell representatives (Police, Dispatch and Fire) worked closely with Phase 4 Designs Inc. to develop a system that works well with our unique and rural areas. They addressed the need for one dispatch system to integrate multiple repeaters, and organizations frequencies into one platform for streamlined use by Emergency Dispatch personnel. Additionally, Phase 4 Designs Inc., created an encrypted link that ties into our 12-mile site extending communications to the previously stated rural areas. Phase 4 Designs Inc. representatives have been available for any issues that have occurred and continue to aid as needed.

In 2020, the City and Borough of Wrangell purchased 1 of 4 consoles with components necessary to begin the upgrade. This purchase was approximately \$7,700.

Though it is true that some of the Telex products needed for this project are available through Telex Communications dealers on the East Coast, they do not provide *all* parts, nor are they familiar with the encrypted link that was specifically developed by Phase 4 Designs Inc., for Wrangell Dispatch. There are currently no Telex Dealers in Alaska. Phase 4 Designs, Inc. are the closest exclusive Telex Integrator/Dealer to Wrangell.

It is with this research that we determined the option for *single source* from Phase 4 Designs Inc., to be significant, as they are familiar with our exclusive design and are located in nearby Kenmore, Washington.

Attached you will find a quote from Phase 4 Designs Inc., for the necessary components. Upon approval, the request will be forwarded to SHSP grant administrators for an additional layer of review and approval prior to purchase of any items.

This project is fully funded through the SHSP grant 2020 DR-4423-AK.

Below is the Wrangell Municipal Code section providing for the ability to sole source this purchase.

WMC 5.10.050 When competitive bidding or quotations are not required.

F. Supplies, materials, equipment, or contractual services which must be purchased from a specific source in order to prevent incompatibility with previously purchased supplies, materials, equipment, or contractual services. For purposes of this subsection the term "incompatibility" is defined as the inability to (1) interconnect, combine, interchange, or join, or (2) that which causes or necessitates maintenance expertise or training where such acquisition would result in substantial duplication. The assembly must approve by motion or resolution any purchase whose cost exceeds \$25,000 which is to be excluded from competitive bidding by the authority of this subsection



Phase 4 Design, Inc.
6616 NE 151st Street
Kenmore, WA 98028
www.phase4.org

Quotation

Date: 7/8/2021

Quote: Q210708D01

Customer:

Wrangell PD/FD Dorianne Sprehe P.O. Box 1168 431 Zimovia Hwy Wrangell, AK 99929	Complete turnkey Telex Dispatch System C-Soft v7 dispatch position .This includes PC, VPN Software, Standard or Touchscreen Monitor, ADHB4 headset adapter, mouse, keyboard and Desktop Microphone. Configure Laptop for Telex C-Soft emergency console.
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Item	P/N	Qty	Description	Unit	Total
1	TLX-CS-CONSOLE	2	Dedicated Telex C-Soft Compatible Console Computer. Minimum PC Specs: Windows 10 Pro , 8GB RAM, 128GB SSD, Quad Core Processor. (e.g. Dell 3050 or equivalent) Includes: Software configuration for C-Soft, Windows 10 Login, Network, Base Application Set and Group Policy settings. This unit is configured for dedicated dispatch console operation, all software updates and firewall restrictions have been disabled, all power saving features have been disabled and all unnecessary applications have been removed. Telex C-Soft 7.6 is installed and tested. If available the C-Soft license will be installed. (MSRP \$2995.00)	\$1,995.00	\$3,990.00
2a	ELO-TS-2201	3	Elo 2201L iTouch 22-inch HD Widescreen SAW LED Touchscreen Monitor	\$1,295.00	\$2,590.00
3	F.01U.307.024	2	C-Soft 6-line SOFTWARE v7 license	\$3,604.50	\$7,209.00

Confidential

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Quote prepared by Dave Grant
 425.402.7308
dave@phase4.org

4	F.01U.117.309	2	MD-MS, DM-2000 Desk Microphone	\$213.00	\$426.00
5	F.01U.149.779	2	ADHB-4, ADVANCED AUDIO INTERFACE	\$2,268.90	\$4,537.80
6	TLX-CS-CONSOLE-PREP	1	Dedicated Telex C-Soft Compatible Console Computer Preparation for user provided laptop. Minimum PC Specs: Windows 10 Pro, 8GB RAM, 128GB SSD, Quad Core Processor. (e.g. Dell 3050 or equivalent) Includes: Software configuration only for C-Soft, Windows 10 Login, Network, Base Application Set and Group Policy settings. This unit is configured for dedicated dispatch console operation, all software updates and firewall restrictions have been disabled, all power saving features have been disabled and all unnecessary applications have been removed. Telex C-Soft 7.6 is installed and tested. If available the C-Soft license will be installed.	\$625.00	\$625.00
7	F.01U.307.024	1	C-Soft 6-line SOFTWARE v7 license	\$3,604.50	\$3,604.50
8	UT-SOFT	1	Multicast capable VPN Software	\$199.00	\$199.00
9	XT-3305	1	High Performance VPN appliance	\$489.00	\$489.00
10	F.01U.306.547	3	IP-224 Adaptor (No Options)	\$2,834.10	\$8,502.30
11	IP-223-224-ADPT	5	IP-223 style interface adapter for IP-224	\$175.50	\$877.50
12	TLX-SYS-PREP	10	Hr(s) Telex RoIP System Pre and Post Configuration, Testing and create guide for end user install. Includes remote install support up to 2hrs	\$145.00	\$1,450.00
13	ROIP-BOOT-CAMP-2-DAY	1	Online 2 day Telex RoIP Boot Camp	\$0.00	\$0.00
14	FREIGHT	1	Freight – prepay and add		
				Total	\$35,795.10

WRANG

This quote does not include any applicable taxes

All equipment is manufactured in the USA

CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	August 11, 2021
	<u>Agenda Section</u>	6

Approval of a Contract with Tamico, Inc. in the Amount of \$64,000 for the Shoemaker Bay Harbor Net Float Replacement

SUBMITTED BY:

Amber Al-Haddad, Capital Facilities Director

FISCAL NOTE:

Expenditure Required: \$64,000

FY 20: \$	FY21: \$	FY22: \$64,000
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Amount Budgeted:

	FY22 \$64,000
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Account Number(s):

	\$32,000 80000 401 9006 21 00000
	\$32,000 80000 401 9005 49 00000

Account Name(s):

	Shoemaker Bay Harbor Matching Grant (Amendment #2) Account and Pink Salmon Disaster Grant Account
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Unencumbered Balance(s) (prior to expenditure):

	\$80,728.27
	\$46,276.00

Reviews/Approvals/Recommendations

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

ATTACHMENTS:

- Bid Summary Sheet for Shoemaker Harbor Net Float Replacement

RECOMMENDATION MOTION:

Move to approve a Contract with Tamico, Inc. in the amount of \$64,000 for the Shoemaker Bay Harbor Net Float Replacement.

SUMMARY STATEMENT:

The City and Borough of Wrangell (CBW) received a National Oceanic and Atmospheric Administration (NOAA) grant for the 2016 Gulf of Alaska Pink Salmon Disaster Relief, managed by Pacific States Marine Fisheries Commission. The grant program requires that municipalities use the money for infrastructure benefitting the fishing fleet. The project submitted, as suggested by staff through consultation with local fisherman and further concurrence by the Port Commission, is replacement of the existing net float at Shoemaker Harbor.

The State of Alaska, ADOT Harbor Facility (Matching) Grant Program has approved eligibility of the net float replacement under the Shoemaker Bay Harbor grant that remains open to date. This program will contribute to the balance of funds needed to cover the cost of the net float replacement, which includes a procurement of the steel constructed float frame and a separate procurement of the lumber and hardware necessary for the float decking. The decking is scheduled to be installed by Harbor staff, as they have done with previous float construction.

The Borough issued an Invitation to Bid for the supply of a steel framed net float, under which bids were due on Thursday, July 8, 2021. Two responsive bids were received as shown on the attached bid summary sheet.

The Borough has a local bidder preference often used for the purpose of awarding a contract. The code stipulates that the local bidder preference will be used unless contrary to federal or state law or regulation or as other provisions in the code. The Borough sought a determination from both outside project funding agencies as to whether their programs allowed use of the local bidder preference. While the ADOT Harbor Facility Matching Grant program will allow its use, the Pacific States Marine Fisheries Commission Grant program will not allow its use because it is a federal pass-through agency and the grant must adhere to federal code 2 CFR 200, which states in part:

2 CFR 200.319(c)

The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference.

Therefore, the 5% local bidder preference will not be applied. It is the intent of the City and Borough of Wrangell to enter into a contract with Tamico, Inc. in the amount of \$64,000 for the Shoemaker Bay Harbor Net Float Replacement.

Funds for the Shoemaker Harbor Net Float Replacement project come from a variety of sources for the project, including Wrangell's matching grant from the Pacific States Marine Fisheries Commission Grant, the ADOT Harbor Facility Matching Grant program, and Harbor Funds already expended and eligible as ADOT grant match.

The net float replacement project (including the Boat Grid Electrical) is estimated at:

Net Float Replacement	\$64,000	2016 Pink Salmon Grant	\$46,276
Float Decking Lumber Package	\$55,686	DOT Shoemaker Grant	\$80,728
Boat Grid Electrical	\$ 8,400	CBW Harbor Maint. Funds	\$ 1,082
Total	\$128,086	Total	\$128,086

Shoemaker Harbor Net Float Replacement

Bid Opening Checklist and Tabulation Summary

Bid Opening Date: July 8, 2021 @ 2:00 p.m. - Assembly Chambers

Bidder's Name	Signed Bid Proposal	Addenda		Bid	Bid Modification	Total Bid with Modification	Total Based on 5% Local Bidder Preference (if applicable)
		#1					
Heller High Water LLC	X	X		\$ 65,000.00			\$ 65,000.00
Tamico Inc	X			\$ 64,000.00			\$ 64,000.00
							\$ -

Verified By: [Signature] Witnessed By: [Signature]

CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	August 11, 2021
	<u>Agenda Section</u>	6

Approval of a Contract Award to Johnson's Building Supply in the Amount of \$55,686 for the Shoemaker Bay Harbor Net Float Lumber and Hardware Procurement

SUBMITTED BY:

Amber Al-Haddad, Capital Facilities Director

FISCAL NOTE:

Expenditure Required: \$55,686

FY 20: \$	FY21: \$	FY22 \$55,686
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Amount Budgeted:

	FY22 \$55,686
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Account Number(s):

	\$ 41,410 80000 401 9006 21 00000
	\$14,276 80000 401 9005 49 00000

Account Name(s):

	Shoemaker Bay Harbor Matching Grant (Amendment #2) Account, Pink Salmon Disaster Grant Account, and Harbor Maintenance Account
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Unencumbered Balance(s) (prior to expenditure):

	\$80,728.27
	\$46,276.00

Reviews/Approvals/Recommendations

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

ATTACHMENTS:

- Bid Summary Sheet for Shoemaker Harbor Net Float, Lumber and Hardware Procurement

RECOMMENDATION MOTION:

Move to approve a Contract with Johnson's Building Supply in the amount of \$55,686 for the Shoemaker Bay Harbor Net Float Lumber and Hardware Procurement.

SUMMARY STATEMENT:

The City and Borough of Wrangell (CBW) received a National Oceanic and Atmospheric Administration (NOAA) grant for the 2016 Gulf of Alaska Pink Salmon Disaster Relief, managed by Pacific States Marine Fisheries Commission. The grant program requires that municipalities use the money for infrastructure benefitting the fishing fleet. The project submitted, as suggested by staff through consultation with local fisherman and further concurrence by the Port Commission, was replacement of the existing net float at Shoemaker Harbor.

The State of Alaska, ADOT Harbor Facility (Matching) Grant Program has approved eligibility of the net float replacement under the Shoemaker Harbor grant that remains open to date. This program will contribute to the balance of funds needed to cover the cost of the net float replacement, which includes a procurement of the steel constructed float frame and a separate procurement of the lumber and hardware necessary for the float decking. The decking is scheduled to be installed by Harbor staff, as they have done with previous floats construction.

The Borough issued an Invitation to Bid for the supply of lumber and hardware as the decking system for the new net float (procured separately), under which bids were due on Thursday, July 16, 2021. One responsive bid was received as shown on the attached bid summary sheet.

It is the intent of the City and Borough of Wrangell to enter into a contract with Johnson's Building Supply in the amount of \$55,686 for the Shoemaker Harbor Net Float, Lumber and Hardware Procurement.

Funds for the Shoemaker Harbor Net Float, Lumber and Hardware Procurement project come from a variety of sources for the project, including Wrangell's matching grant from the Pacific States Marine Fisheries Commission Grant, the ADOT Harbor Facility Matching Grant program, and Harbor Funds already expended and eligible as ADOT grant match.

The net float replacement project (including the Boat Grid Electrical) is estimated at:

Net Float Replacement	\$64,000	2016 Pink Salmon Grant	\$46,276
Float Decking Lumber Package	\$55,686	DOT Shoemaker Grant	\$80,728
<u>Boat Grid Electrical</u>	<u>\$ 8,400</u>	<u>CBW Harbor Maint. Funds</u>	<u>\$ 1,082</u>
Total	\$128,086	Total	\$128,086

INVITATION TO BID
City and Borough of Wrangell
Shoemaker Harbor Net Float
Lumber and Hardware Procurement

Johnson's Building Supply
2.5 Mile Zimovia Highway
Wrangell, AK 99929

BID SCHEDULE ** MATERIAL only **

1. The undersigned Bidder offers and agrees, if this Bid is accepted, to enter into an Agreement with the Owner to perform the work as described in the contract documents entitled *Invitation to Bid, City and Borough of Wrangell, Shoemaker Harbor Net Float, Lumber and Hardware Procurement.*
2. Bidder accepts all of the terms and conditions of the contract documents, including without limitations, those in the Invitation to Bid.
3. The Bid will remain open for sixty (60) days, as stipulated in the Invitation to Bid.
4. The Bidder agrees to complete the work required under the contract documents within the time stipulated and accepts payment in full based on the contract price named in the Bid.
5. Bidder has examined the contract documents in full, including the following Addenda, receipt of which is hereby acknowledged by the undersigned:

Addenda No. 1 Date Issued 6/25/21

Addendum No. 2 Date Issued 7/8/21

6. The Bidder has read this Bid and agrees to the conditions as stated herein by providing their signature in the space provided below.

Pay Item Description	Pay Unit	Approximate Quantity	Unit Price		Amount	
			Dollars	Cents	Dollars	Cents
6-3/4" x 9" x 28'-0" Glulam Beams <i>ACZA</i>	EA	25	1182	00	29,550	00
4" x 8" x 20' Lumber <i>ACZA</i>	EA	3	213	00	639	00
3/4 in. x 4 ft. x 8 ft. Plywood <i>ACZA</i>	EA	145	132	00	19,140	00
1-5/8" Guard Dog Screws <i>55T17</i> (min 1,000 count box) <i>25#</i>	EA	1	307	00	307	00
3/4" x 24" Economy Head Bolt	EA	50	14	00	700	00
3/4" Hex Nut	EA	50		30	15	00
3/4" Malleable Washer (3" OD)	EA	100	2	00	200	00
Shipping and Handling, FOB Wrangell Delivery	LS	All Req'd	5135	00	5135	00

Bidder's Name: JOHNSON'S BUILDING SUPPLY *TOTAL QUOTE \$ 55,686.00*

Bidder's Representative's Signature: Neil Dumton

Bidder's Address: PO Box 795 Wrangell, AK 99929

Bidder's Telephone / Email: 907 874 2375 NEIL@JCSALASKA.COM

Date: 7/16/21 *LOWER CASE*

City and Borough of Wrangell
Shoemaker Harbor Net Float
Lumber and Hardware Procurement
Page 4 of 7

INVITATION TO BID

City and Borough of Wrangell

Shoemaker Harbor Net Float

Lumber and Hardware Procurement

Johnson's Building Supply
2.5 Mile Zimovia Highway
Wrangell, AK 99929

Al-Haddad, Capital Facilities Director, Telephone 907-874-3902.

- H. Standards for Acceptance of Bids. The OWNER reserves the right to reject any or all bids, to waive any informality or irregularity in the bid. The award of the Contract, if made by the OWNER, will be made to the qualified and responsible. The City and Borough of Wrangell reserves the right to modify the contract after its award.
- I. Prices to be Firm. Participating Contractors warrant that prices, terms, and conditions included in their Bids will be firm for acceptance for a period of sixty (60) days from the quote submission deadline date.
- J. Award of Contract. Award of a contract shall be on the basis of the said work and will be made to the lowest responsive Bidder.
- K. Execution of Agreement. All bids greater than \$25,000 require Wrangell Borough Assembly approval. After such approval, the Bidder to whom the award is made shall execute a written Agreement with the Owner on the Agreement form included herein and shall secure all insurance and furnish all certificates and bonds required by these contract documents. Failure or refusal to enter into the Agreement shall be just cause for annulment of the award, and the Owner may award the contract to the second lowest responsive and responsible Bidder.

SUMMARY OF WORK

- A. The work under this project includes providing all required building materials FOB Marine Service Center, Wrangell, Alaska.
 - 1. Glulam Beams: 6-3/4" x 9" x 28'-0" Glulam Beams, Treat after Gluing, AWP A U1 Standard: Ammoniacal Copper Zinc Arsenate (ACZA) Treated to .60 lbs/cf preservative retention
 - 2. Dimensional Lumber: 4" x 8" x 20', #2 & Better, AWP A U1 Standard: Ammoniacal Copper Zinc Arsenate (ACZA) Treated to .60 lbs/cf preservative retention
 - 3. Plywood: 3/4 in. x 4 ft. x 8 ft. ~~AB Marine Grade~~ Pressure-Treated CDX Plywood; Assembled gap and void-free in all layers; Laminated under pressure **ACZA**
 - 4. Deck Screws: 1-5/8" ~~Guard Dog~~ Screws, Stainless Steel Type 316 Stainless Steel conforming to ASTM F593 **55717**
 - 5. Bolts: 3/4" x 24" Hot Dipped Galvanized Economy Head Bolt
 - 6. Nuts: 3/4" Hot Dipped Galvanized Hex Nut
 - 7. Washers: 3/4" Hot Dipped Galvanized Malleable Washer (3" OD)
- B. Special Conditions
 - 1. Specifications: Any obvious error or omission in specifications shall not be to the benefit of the Bidder but shall put the Bidder on notice to inquire of or identify the same from the City and Borough of Wrangell. Whenever mention is made of any article, material, or workmanship to be in accordance with laws, ordinances, codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed to be the

City and Borough of Wrangell
Shoemaker Harbor Net Float
Lumber and Hardware Procurement
Page 2 of 7

INVITATION TO BID
City and Borough of Wrangell
Shoemaker Harbor Net Float
Lumber and Hardware Procurement

Item d.

Johnson's Building Supply
2.5 Mile Zimovia Highway
Wrangell, AK 99929

minimum requirements of these specifications.

2. All terms and conditions of this Bid, addenda, the agreement, subsequent change orders and directives are incorporated into the contract by reference as set forth herein.
3. Completion of Work. The Contractor understands and agrees that time is of the essence in performing the work. All work complete, including delivery to the Marine Service Center site in Wrangell, Alaska, and all deliveries shall be complete by ~~August 30, 2021~~. **14-16 week Lead Time**
4. Payments to Contractor: Payments will be made in full within thirty days of receipt of the materials and invoice for the materials.
5. Compliance with Specifications: The terms and conditions of this Invitation to Bid, General Conditions, Special Conditions, Instructions to Bidder, Specifications, Bid, Addenda, Agreement, and/or any other pertinent documents are incorporated into the contract by reference as set forth herein.
6. Work Standards: All work conducted must be in accordance with local, state, and federal regulations including, but not applicable to O.S.H.A. requirements.

CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	August 11, 2021
	<u>Agenda Section</u>	6

Approve the Purchase of a Portable Loading Ramp with a Cost Not to Exceed \$30,000

SUBMITTED BY:

Amber Al-Haddad, Capital Facilities Director

FISCAL NOTE:

Expenditure Required: \$30,000

FY 22: \$30,000

Amount Budgeted:

FY22 \$621,773

Account Number(s):

800000-603-9001-00-00000 (former
account 78300-000-7900-00-78001)

Account Name(s):

Solid Waste Transfer Station
Upgrades CIP Fund

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

\$509,710

Reviews/Approvals/Recommendations

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

ATTACHMENTS: 1. Project Budget Reconciliation dated August 4, 2021

RECOMMENDATION MOTION:

Move to approve the Purchase of a Portable Loading Ramp with a Cost Not to Exceed \$30,000.

SUMMARY STATEMENT:

A project budget for the Solid Waste Transfer Station Upgrades project was approved by the Borough Assembly in April 2021. At that time, the Assembly asked that certain larger project tasks be returned to them for approval. One of those tasks identified to be submitted to the Assembly for individual approval is the purchase of a portable loading ramp.

The Borough issued a Request for Proposals for the purchase of a portable loading ramp in June. No proposals were received by the time proposals were due. In reaching out to the vendors to whom we outreached about the solicitation, one of them informed us that the ramps are hard to find and they could not meet our timeline for fabrication and delivery. Two other vendors were non-responsive to our request for explanation of challenges they met prohibiting them from responding.

One vendor has been working with us in an attempt to provide a loading ramp that meets our specifications; however, as specification review was underway, one ramp, at a cost of \$22,000, sold to another party. Another ramp confirmed to meet our specification, at a cost of \$28,000, is currently available, but on a first come, first serve basis. Another option they have offered is to order the fabrication of a ramp, with a production lead time of approximately 12 weeks, at a cost of \$25,000.

Because the baler project must proceed as expeditiously as possible to meet the requirements of our solid waste haul contractor, we are requesting Assembly approval of the purchase of a portable loading ramp with a cost not to exceed \$30,000. Under this scenario we will reach out again to all known vendors and ask for their best loading ramp offer. We will then choose the lowest priced ramp, with a cost not to exceed \$30,000, which has an availability within the timeline necessary to coordinate the remaining work of the project to allow us to transition to the solid waste baling operations.

Note: It is important to mention that several tasks related to this project are being realized at a higher cost than originally identified and included in the project budget, the loading ramp being one of them. There are many project tasks that are not as critical as others to the implementation of the baling operations; therefore, we are not at risk of exceeding our overall budget at this time. We may need to adjust the project budget as future project tasks are pursued. Attached is a spreadsheet tracking actual expenses against budgeted costs for tasks pursued to date.

The ramp was originally estimated to cost \$18,000. As indicated, it may be as high as \$30,000. The decision has been made to share the existing forklift with WML&P instead of purchasing an additional forklift. This is a savings to the project budget of \$21,800 for the forklift and related shipping.

City and Borough of Wrangell
Solid Waste Transfer Station Upgrades (Baler Project)
Project Budget Reconciliation

8/5/2021

Item e.

	Project Cost Estimates	Costs Expended to date	
B-Town Consulting - Task 1 Baler Transition Plan	\$ 10,600.00	\$ 10,600.00	
B-Town Consulting - Task 2 Scale, Traffic Control and Operations Plan for Specialty Waste - Work Not Complete to date	\$ 9,400.00	\$ 1,700.00	
Baler Equipment	\$ 347,600.00	\$ 347,600.00	
Baler Freight	\$ 10,000.00	\$ 7,900.76	
Baler Spare Parts + freight	\$ 3,255.00	\$ 3,274.13	
Tie Wire spare Parts + freight	\$ 6,810.00	\$ 2,355.00	
3 Phase power to building - contractual	\$ 18,000.00	\$ 20,500.00	
- Owner provided materials		\$ 13,500.00	
Electrical design	\$ 8,000.00	\$ 7,540.00	
Secondary Power and New Service Panel - by ML&P	\$ 12,000.00		
Structural engineering review of concrete floor / provide anchor detail	\$ 3,000.00	\$ 740.00	
Forklift - Revised plan to share ML&P forklift, eliminate cost	\$ 20,000.00	\$ -	
Forklift freight - Revised Plan, eliminate cost	\$ 1,800.00	\$ -	
Portable loading ramp	\$ 18,000.00	\$ 30,000.00	projected cost
Loading ramp freight	\$ 3,000.00		
Fire Alarm System for notification	\$ 15,000.00		
Platform Scale	\$ 4,000.00		
Vehicle Scale Upgrades	\$ 55,000.00		
- Software/Hardware Integration			
- Traffic control hardware: stop lights			
- (2) Kiosk stations: code reader, ticket printer, and break-away arm			
- Installation	\$ 5,000.00		
Signage	\$ 1,200.00		
Compressor / Hose / Nozzles / Reel	\$ 3,500.00		
Crane rental to offload equipment upon arrival	\$ 3,500.00		
Equipment rental to move equipment into building (min 10K lb. capacity)	\$ 3,500.00		
Bathroom Expansion	\$ 30,000.00		
Project Subtotal	\$ 592,165.00	\$ 445,709.89	
Project Contingency (5%)	\$ 29,608.25		
Project Total with Contingency	\$ 621,773.25		

CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	August 11, 2021
	<u>Agenda Section</u>	6

Approval of a Contract Award to NK Electric for the Secondary 3-Phase Power for Baler Equipment Project in the Amount of \$20,500

SUBMITTED BY:

Amber Al-Haddad, Capital Facilities Director

FISCAL NOTE:

Expenditure Required: \$20,500

FY 22: \$20,500

Amount Budgeted:

FY22 \$621,773

Account Number(s):

800000-603-9001-00-00000 (former
account 78300-000-7900-00-78001)

Account Name(s):

Solid Waste Transfer Station
Upgrades CIP Fund

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

\$479,710

Reviews/Approvals/Recommendations

☐ Commission, Board or Committee

Name(s)

Name(s)

☐ Attorney

☐ Insurance

ATTACHMENTS: 1. RFP Summary Sheet for Secondary 3-Phase Power for Baler Equipment Project

RECOMMENDATION MOTION:

Move to approve a Contract Award to NK Electric for the Secondary 3-Phase Power for Baler Equipment Project in the amount of \$20,500.

SUMMARY STATEMENT:

A project budget for the Solid Waste Transfer Station Upgrades project was approved by the Borough Assembly in April 2021. At that time, the Assembly asked that certain larger project tasks be returned to them for approval.

Although the expenditure for the electrical upgrades is within the Borough Manager's spending authority, this project task was identified to be submitted to the Assembly for individual approval.

The Borough issued a Request for Proposals for the construction of the 3-Phase power supply required for the new baler equipment. Proposals were due on July 30th, at which time three proposals were received as shown on the attached RFP summary sheet.

It is the intent of the City and Borough of Wrangell to enter into a contract with the lowest proposer, NK Electric, in the amount of \$20,500 for the Secondary 3-Phase Power for Baler Equipment Project.

This is another example of the actual cost coming in slightly higher than estimated. The project budget includes \$18,000 for installation of 3-phase power. The actual cost in this contract award is \$20,500.

City and Borough of Wrangell, Alaska

Secondary 3-Phase Power for Baler Equipment

Request for Proposal Summary

RFP Responses Due Date: July 30, 2021

Proposer's Name	Proposal	Proposal Modification	Total Proposal with Modification	Total Based on 5% Local Bidder Preference (if applicable)
Buness Electric, LLC	\$ 26,925.00	\$ -	\$ 26,925.00	\$ 25,578.75
ANK Electric	\$ 20,500.00	\$ -	\$ 20,500.00	\$ 19,475.00
Alcan Electric (Brad Baker)	\$ 51,411.00	\$ -	\$ 51,411.00	\$ 51,411.00

N/A

CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	August 11, 2021
	<u>Agenda Section</u>	6

Approval of the Purchase of 3-Phase Electrical Components from Stusser Electric Company in the Amount of \$12,584 for the Solid Waste Transfer Station Upgrades Project

SUBMITTED BY:

Amber Al-Haddad, Capital Facilities Director

FISCAL NOTE:

Expenditure Required: \$12,584

FY 22: \$12,584	
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Amount Budgeted:

FY22 \$621,773	
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Account Number(s):

800000-603-9001-00-00000 (former account 78300-000-7900-00-78001)	
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Account Name(s):

Solid Waste Transfer Station Upgrades CIP Fund	
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**Unencumbered Balance(s) (prior to
expenditure):**

\$459,210	
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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. Stusser Electric Company Quote #1118386 dated July 1, 2021; 2. Graybar Quote 0238493540 dated July 23, 2021

RECOMMENDATION MOTION:

Move to approve the Purchase of 3-Phase Electrical Components from Stusser Electric Company in the amount of \$12,584 for the Solid Waste Transfer Station Upgrades Project.

SUMMARY STATEMENT:

A project budget for the Solid Waste Transfer Station Upgrades project was approved by the Borough Assembly in April 2021. At that time, the Assembly asked that certain larger project tasks be returned to them for approval. One of those tasks identified to be submitted to the Assembly for individual approval was the costs for providing 3-phase power to the baler.

With the understanding that the 3-phase meter main and disconnect switch would likely be the longer lead items related to the 3-phase power, we had planned to order these materials in early July, while the electrical design was still underway. The costs were suggested at under \$10,000, a level at which the WMC allows for a sole source purchase. The one quote we received was over \$10,000, which required us to request quotes from at least two other vendors, as required by our procurement code.

Only two vendors responded, as follows:

- Stusser Electric \$12,584, with a nine-to-ten-week lead time
- Graybar Electric \$8,368.66, with an eighteen-to-nineteen-week lead time (further, they could not offer the meter main in the 316 stainless steel construction, as requested)

Because Stusser Electric can provide the 316SS-constructed products, as requested, and because they have the lower lead time, it is our intent to purchase the electric components from Stusser Electric in the amount of \$12,584.

These electrical components were identified as “Owner-provided, Contractor-installed” in the construction drawings for the Secondary 3-Phase Power for Baler Equipment project. The contractors were made aware of a long lead time for these materials and is expected to have all remaining materials available to construct the project as soon as possible once all the necessary project components are in Wrangell.

STUSSER ELECTRIC COMPANY
660 SOUTH ANDOVER STREET
SEATTLE WA 98108
TEL: 206 623-1501 FAX: 206 467-8675

CONTACT: EVAN PULS

QUOTE FOR: CITY OF WRANGELL

ACCT #: LX-98323 CITY OF WRANGELL

PO BOX 531
WRANGELL, AK 99929

QUOTATION			PAGE	001 OF 0	Item g.
QUOTE #	DATE	REV #	REV DATE		
1118386	07/01/21	005	07/01/21		
QUOTE EXPIRES		PREPARED BY			
09/29/2021		EP			
SLS		INSL			
0129		7400			
FOB		FREIGHT			
SHIPPING POINT		COLLECT			

CUS PO #:
JOB NAME: BAILER

LN	QTY	MFR	CATALOG #	DESCRIPTION	PRICE	UOM	EXT AMT
01	1	BLIEN	U227MTBHMS15SS6	200A METER MAIN W/	8,200.00	E	8,200.00
02	1	SQD	HU364SS	BYPASS 316SS	4,250.00	E	4,250.00
03	1	SQD	SN20A	SWITCH UNFUSED HD	105.00	E	105.00
04	1	SQD	PKOGTA2	200A	29.00	E	29.00
05	*			NEUTRAL ASSY			
06	*			INSULATED			
07	*			GRND BAR KIT			
08	*			ALLOW 5-9 WEEKS TO MANUFACTURE AND 1 WEEK TO SHIP			
09	*			TO SEATTLE DOCK.			
10	*			FREIGHT ALLOWED GROUND TO SEATTLE DOCK, COLLECT BEYOND.			
	*			NON-CANCELLABLE / NON-RETURNABLE UPON RECEIPT OF ORDER.			
	*			THANK YOU - EVAN			

MDSE: 12,584.00
TAX: 0.00
TOTAL: 12,584.00

PLEASE NOTE: THIS IS NOT AN OFFER TO CONTRACT, BUT MERELY A QUOTATION OF CURRENT PRICES FOR YOUR CONVENIENCE AND INFORMATION. ORDERS BASED ON THIS QUOTATION ARE SUBJECT TO YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS LOCATED AT SALES.OUR-TERMS.COM, WHICH WE MAY CHANGE FROM TIME TO TIME WITHOUT PRIOR NOTICE. WE MAKE NO REPRESENTATION WITH RESPECT TO COMPLIANCE WITH JOB SPECIFICATIONS.



1919 SIXTH AVENUE S
SEATTLE WA 98134-1610
Phone: 206701
Fax: 206701

Item g.

To: CITY AND BOROUGH OF WRANGELL
WRANGELL AK 99929
Attn: Amber Al-Haddad
Phone:
Fax:
Email:

Date: 07/23/2021
Proj Name:
GB Quote #: 0238493540
Release Nbr:
Purchase Order Nbr:
Additional Ref#
Valid From: 07/23/2021
Valid To: 07/26/2021
Contact: Rob Bruster
Email: robert.bruster@graybar.com

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Item	Item/Type	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
100	1 EA	MILBANK MFG	U227MTB-48-SS-NKO			\$4,065.15	1	\$4,065.15
Item Note: ESTIMATED LEAD-TIME 15-18 WEEKS AFTER RELEASE TO PRODUCTION NON-CANCELABLE / NON-RETURNABLE								
200	1 EA	SQUARE D CO.	H364DS		SWITCH FUSIBLE HD 200A 3P NEMA44X5 STAIN	\$3,803.51	1	\$3,803.51
GB Part #: 88240649 UPC #: 78590102375						Add for \$500.00		
Item Note: ESTIMATED LEAD-TIME 15-18 WEEKS AFTER RELEASE TO PRODUCTION						316 SS		
300	120 EA	PVC COND	PVC 80 2 1/2	2-1/2 SCH80 COND	10FT	\$642.40	100	\$770.88
GB Part #: 88215739 UPC #: 98006006307								
Item Note: LOCAL STOCK RENTON WA								

Total in USD (Tax not included): ~~\$8,039.54~~

\$8,368.66

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com

24-Hour Emergency Phone#: 1-800-GRAYBAR

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill.
Unless noted the estimated ship date will be determined at the time of order placement.

CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	August 11, 2021
	<u>Agenda Section</u>	6

RESOLUTION NO. 08-21-1602 AMENDING THE FY 2022 BUDGET IN THE GENERAL FUND AND CIP FUND TRANSFERRING \$4,748 FROM GENERAL FUND RESERVES TO THE CIP FUND FOR CITY PARK PAVILION FIREPLACE IMPROVEMENTS PROJECT AND AUTHORIZING EXPENDITURES

SUBMITTED BY:

Amber Al-Haddad, Capital Facilities Director

FISCAL NOTE:

Expenditure Required: \$4,748 Total

FY 20: \$	FY 21: \$4,748	FY22: \$
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Amount Budgeted:

	FY21 \$0	
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Account Number(s):

Account Name(s):

	City Park Pavilion Fireplace Improvements CIP Fund	
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Unencumbered Balance(s) (prior to expenditure):

	\$0	
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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. 08-21-1602; 2. PND Engineers August 3rd Structural Inspection Fee Proposal for City Park Pavilion

RECOMMENDATION MOTION:

Move to Approve Resolution No. 08-21-1602.

SUMMARY STATEMENT:

The City Park Pavilion Fireplace has been on the list of infrastructure repair needs, and the condition has reached a point whereby further attention is required. Because the fireplace is an integral part

of the steel structure of the pavilion, it is necessary to have an engineer assess the structure and make a recommendation for repairs while maintaining its structural integrity.

PND Engineers was contacted to determine their availability to perform the on-site assessment as we wish to move this project forward without further delay. A PND structural engineer can be available to travel to Wrangell the week of August 23rd. Their proposal for this work is \$4,748 as identified in the attached proposal.

Resolution No. 08-21-1603 approves a budget amendment transferring funds in the amount of \$4,748 from the General Fund Reserves to the CIP Fund for the City Park Pavilion Fireplace Improvements Project Budget for FY22 and authorizing expenditures.

CITY AND BOROUGH OF WRANGELL, ALASKA

RESOLUTION NO. 08-21-1602

A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA AMENDING THE FY 2022 BUDGET IN THE GENERAL FUND AND CIP FUND TRANSFERRING \$4,748 FROM GENERAL FUND RESERVES TO THE CIP FUND FOR CITY PARK PAVILION FIREPLACE IMPROVEMENTS PROJECT AND AUTHORIZING EXPENDITURES

WHEREAS, the City Park Pavilion Fireplace has been on the list of infrastructure repair needs, and the condition has reached a point whereby further attention is required; and

WHEREAS, the fireplace is an integral part of the steel structure of the pavilion, it is necessary to have an engineer assess the structure and make a recommendation for repairs while maintaining its structural integrity; and

WHEREAS, funds in the amount of \$4,748 are required to cover the engineering assessment expense.

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

Section 1: The FY 2022 Budget is amended by transferring funds, in the amount of \$4,748, from the General Fund Reserves into the CIP Fund for City Park Pavilion Fireplace Improvements Project and authorizing project expenditures.

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

CITY & BOROUGH OF WRANGELL, ALASKA

Stephen Prysunka, Mayor

ATTEST: _____
Kim Lane, MMC, Borough Clerk



ENGINEERS, INC.

Item h.

Aug 03, 2021

PND 21J090

Ms. Amber Al-Haddad
Capital Facilities Director
City and Borough of Wrangell
205 Brueger Street
Juneau, Alaska 99801

Re: Wrangell City Park Pavilion
Structural Inspection Fee Proposal

Dear Amber,

PND Engineers, Inc. (PND) appreciates the opportunity to assist the City and Borough of Wrangell (CBW) on the structural inspection of the pavilion in the Wrangell City Park project located in Wrangell, Alaska. We understand that Wrangell would like to have an engineer inspect the existing pavilion damage observed by CBW staff.

Scope of Services

We are anticipating the following scope of services:

1) Site Visit:

PND will coordinate a site visit with a structural engineer to inspect the existing condition of the pavilion in question. We understand that there are no existing documents or plans for the structure. The inspection will assess the existing condition, take as-built measurements, and photos for reference. Inspection work will be mostly visually with some minor probing and measurements with a tape measure. The site visit anticipates CBW will be able to provide access to the underside of the roof with a ladder.

2) Report:

PND will develop an inspection report in a letter format to document the site visit and inspection work. The report will document the existing conditions, the inspection observations, and provide findings and recommendations.

This fee proposal does not include any repair design work. If CBW wishes PND to provide repair design work, a separate fee proposal can be provided at that time.

A geotechnical investigation is not anticipated with this proposal. An overnight site visit is anticipated in this proposal but if the inspection work can be completed between the two daily flights into Wrangell, we may be able to reduce the fees.

Wrangell City Park Pavilion
Structural Inspection Fee Proposal
April 23, 2021

Schedule

PND understands this project is a high priority and PND anticipates completing the site visit by the week of August 23, 2021 and providing a written report within 1 week of the site visit.

Fees

PND proposes to perform the above outlined design services on a Time and Materials not to exceed budget with CBW. Our proposed fee for these services is **\$4,748**. A detailed breakdown of this fee is attached for your review. We will invoice our services on a monthly basis.

Hopefully, this proposal suits your needs. If you have questions or need additional information, please feel free to contact me. We look forward to working with you on this project.

Sincerely

PND Engineers | Juneau Office



Mark Sams, P.E., S.E.

Principal, Senior Engineer

PND Engineers Inc.
 9360 Glacier Highway Suite 100
 Juneau, Alaska 99801

Item h.
 Aug/3/2021
 PND 21J090

City Park Pavilion Inspection Fees
City and Borough of Wrangell
Structural Pavilion Inspection

Engineering Services
LABOR

		Professional		Administrative		Task Costs	Phase Subtotal
		Struct. Eng. Principal	Senior Engineer II	CAD Designer VI	Tech VI		
Task	Hourly Rate	\$195.00	\$145.00	\$125.00	\$140.00		
A	Pavilion Inspection						
	Site Visit	1	14		1	\$2,365	
	Report	1	8			\$1,355	
							\$3,720
	Total Labor	2	22		1	\$3,720	\$3,720

EXPENSES

Air Fare to Jun-Wrangell	1 Each	\$500 per Trip	\$500
Lodging	1 Day	\$250 per night	\$250
Per Diem	1 Days	\$60 Per person	\$60
Airport parking	2 Days	\$14 Per Day	\$28
Misc. supplies			\$100
Expenses Accounting Mark-up	10.0%		\$90
Total Expenses			\$1,028

Total Engineering Design and Construction Services **\$4,748**

Note: Local Travel Provided by CBW.
 This proposal anticipates an overnight trip due to short duration
 between Alaska Air flight.

**PND ENGINEERS, INC.
STANDARD RATE SCHEDULE
EFFECTIVE FEBRUARY 2021**

<u>Professional:</u>	Staff Engineer I	\$95.00
	Staff Engineer II	\$105.00
	Staff Engineer III	\$115.00
	Staff Engineer IV	\$120.00
	Staff Engineer V	\$125.00
	Staff Engineer VI	\$140.00
	Senior Engineer I	\$135.00
	Senior Engineer II	\$145.00
	Senior Engineer III	\$155.00
	Senior Engineer IV	\$165.00
	Senior Engineer V	\$175.00
	Senior Engineer VI	\$195.00
	Senior Engineer VII	\$210.00
	GIS Specialist	\$100.00
	Environmental Scientist I	\$100.00
	Environmental Scientist II	\$120.00
	Environmental Scientist III	\$135.00
	Environmental Scientist IV	\$150.00
	Environmental Scientist V	\$165.00
	Environmental Scientist VI	\$180.00
<u>Surveyors:</u>	Senior Land Surveyor I	\$110.00
	Senior Land Surveyor II	\$120.00
	Senior Land Surveyor III	\$130.00
<u>Technicians:</u>		
	Technician I	\$55.00
	Technician II	\$80.00
	Technician III	\$90.00
	Technician IV	\$100.00
	Technician V	\$125.00
	Technician VI	\$140.00
	CAD Designer III	\$80.00
	CAD Designer IV	\$95.00
	CAD Designer V	\$115.00
	CAD Designer VI	\$125.00

CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	August 10, 2021
	<u>Agenda Section</u>	6

Work Session: Borough Manager Goal Setting and Assistant Manager Position Discussion

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
--	----------------

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
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	Name(s)
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	Name(s)
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<input type="checkbox"/>	Attorney
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<input type="checkbox"/>	Insurance
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ATTACHMENTS: 1. Assistant Borough Manager Position Description

RECOMMENDATION MOTION:

None. Work Session discussion only.

SUMMARY STATEMENT:

The purpose of this work session is to have a discussion regarding the Goals discussed with the Assembly during the Manager's evaluation, including the proposed Assistant Manager position. A copy of the draft position description is attached for review by the Assembly. The job description has not changed since it was first emailed to the Assembly a few weeks ago. The Manager will be

working on the presentation of the other goals over the weekend and will provide that information to the Assembly on Monday.

City & Borough of Wrangell**Position Description**

Position: Assistant Borough Manager	Type: Permanent, Full-Time
Department/Site: Administration	FLSA: Exempt
Evaluated by: Borough Manager	Salary Grade: XXXX

Summary

Under the direction of the Borough Manager, this position is responsible for working closely with and providing highly responsible and complex support to the Borough Manager in administration of municipal functions, as assigned, including: overseeing Borough departments, programs and operations; managing all manner of human relations; supervising a variety of projects including construction and professional service; responsible for activities in the area of contract administration and grant management; managing the Borough's safety program; and providing innovative solutions for organizational effectiveness and efficiency.

Essential Duties and Responsibilities

- Participates with the Manager in framing the Assembly's vision and strategies.
- Assists in the administration of Borough affairs and in overseeing Borough departments, employees, programs, and operations.
- Maintains a comprehensive, current knowledge of applicable laws/regulations; maintains an awareness of new practices, trends and advances in the profession; reads professional literature; maintains professional affiliations; participates in continuing education activities; attends seminars, conferences, workshops, and training sessions as appropriate.
- Performs all aspects as the Human Resources Manager including grievances, union negotiations, employee performance standards, disciplinary procedures, employee recognition, employee recruitment and retention, employee continuity planning, and employee development.
- Maintains/updates personnel regulations.
- Manages Borough-wide training and certification requirements.
- Manages Borough-wide safety program.
- Promotes innovation, critical thinking and creativity in developing approaches and solutions to City needs. Empowers all levels of staff to be proactive and participatory. Promotes, encourages, and leads collaboratively in seeking new ways to share resources, ideas, and best practices to optimize service delivery organization wide.
- Serves as a liaison with the public for citizen ideas and activities, and resolution of issues and complaints.
- Plans, organizes, supervises, and ensures completion of projects, which may include construction, major maintenance, and professional service - related projects as assigned.
- Plans, organizes, researches, and implements assigned administrative projects.

- Manages contracts and professional agreements, as assigned.
- Oversees borough-wide grant administration in partnership with the Finance Director.
- Oversees borough-wide procurement practice/procedures in partnership with the Finance Director.
- Attends Borough Assembly meetings and work sessions; and researches data, writes, edits, and approves agenda items.
- Researches, responds to, and prepares correspondence and documentation; performs necessary follow-up and communicates with the Borough Manager on sensitive and confidential issues.
- Assists in drafting and monitoring the annual Borough budget.
- Assists the Borough Manager in monitoring state and federal legislative priorities.
- Serves as a member of the Borough's Incident Command Team.
- Facilitates and coordinates multi-department issues, projects and concerns to ensure a comprehensive approach to managing Borough business in the most effective and efficient manner.
- As assigned, serve as the Borough's representative at community functions, and on committees, task forces and boards. Serve as the Borough liaison to other community, agency, and government organizations.
- Conducts complex and sensitive administrative, operational and management analyses, studies, and researches projects including those involving City-wide issues, programs, policies and procedures; selects, adapts, and applies appropriate research and statistical techniques; gathers and analyzes data and information from various internal and external sources on a variety of assigned and specialized projects and topics. Studies problems and processes and makes recommendations to the Borough Manager including suggested changes in organization/management of City government and in types of service provided to City residents as needed.
- Serves as acting Borough Manager in the Manager's absence or disability.

Additional Job Duties

- Operates a computer to enter, retrieve, review or modify data; verifies accuracy of entered data and makes corrections; utilizes word processing, spreadsheet, database, financial management systems, e-mail, Internet, or other software programs.
- Provides assistance to Department Directors in matters assigned by the Borough Manager.
- Attends evening or weekend meetings, and /or gives public presentations as required.
- Attends and assists or represents the Borough Manager and Borough at meetings when requested.
- Performs other duties as assigned by the Borough Manager that support the overall objective of the position and organization.

Qualifications

Assistant Borough Manager

- Self-motivated with strong organizational and planning skills, effective management skills, including ability to communicate and work effectively with all levels of staff and a variety of diverse groups, including public officials, contractors and consultants and the public. Ability to perceive and analyze problems and issues, develop, and evaluate alternative approaches to addressing those problems and issues, and make or recommend sound decisions. Extensive knowledge of public administration and local government principles, policies, and procedures. Working knowledge of project management and public contract administration. Working knowledge of human relations issues and ability to supervise and manage employees.
- Effective written and oral communication. Ability to effectively analyze and solve problems. Ability to supervise, train, and evaluate professional staff. Ability to deal tactfully and effectively with the public, other agencies, and Borough employees.
- Competent knowledge of Microsoft Office Suite required. Knowledge of personal computers and standard office equipment is mandatory.
- Strong commitment to excellent customer service with a recognition that "customers" include not only the public, but elected and appointed Borough officials (Mayor, Assembly Members, School Board Members, School District Superintendent, Planning & Commission Members, all Committee & Commission members); representatives of other organizations (including federal, state, and local governments); and other Borough employees.
- Knowledge of principles of organization and administration. Understanding of basic supervisory skills including communication, work organization, delegation, and performance evaluation. Ability to develop effective and efficient valuation techniques and to prepare clear, concise, and accurate reports. Ability to establish and maintain effective working relationships.
- Ability to maintain a variety of data and information related to Borough issues, and to prepare accurate and meaningful financial and statistical records and reports.
- Ability to train, supervise and evaluate staff. Ability to motivate, develop, teach and direct staff.

Physical Activities

- Must be able to hear. Specific vision abilities include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus. Ability to use hands to finger, handle, or operate objects, tools, or controls; reach with hands and arms; climb or balance; stoop, kneel, crouch; and taste or smell. Each of the listed activities also requires standing, sitting, walking, bending, stooping, and ability to routinely lift and carry items up to forty pounds. Activities include significant communication in person and by telephone. The position involves long hours of sitting at a desk and working with a personal computer.
- Reading, understanding, and researching complex issues. Reading and learning to use equipment, software, and systems from written materials. Attending evening and lunch time meetings. Driving a vehicle and ability to inspect sites

which include walking, stooping, and viewing rough and unfinished terrain and outdoor construction sites.

- Travel occasionally, using air and/or water transportation to out of town meetings and functions.

Education and Experience

- Requires a Bachelor's degree from an accredited college or university with a degree or major course work in one or more of the following fields: public or business administration, public relations, planning, project management, economics, finance, or related field.
- Five years related experience in municipal government is desired. Advanced degree or certificate may be substituted for up to two years of the desired experience.

Any combination of related education and/or related experience will be considered if the candidate possesses the demonstrated ability.

Licenses and Certificates

- Requires a valid Alaska Driver's License.
- Requires SHRM-CP Certification within one year.

Working Conditions

Work is performed indoors where minimal safety considerations exist.

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

I have read and understand the duties of the above listed job. I understand that the job duties described above are the main highlights of the position and do not fully encompass all duties required.

Employee Signature

Date