



City and Borough of Wrangell
10-22-2019 Borough Assembly Meeting (rescheduled)
AGENDA

Tuesday, October 22, 2019
6:00 PM

Location: Borough Assembly Chambers
City Hall

WORK SESSION - None.

1. CALL TO ORDER

- a. PLEDGE OF ALLEGIANCE led by Assembly Member Julie Decker
- b. CEREMONIAL MATTERS

i. PROCLAMATION - Extra Mile Day (November 1, 2019)

2. ROLL CALL

3. PERSONS TO BE HEARD

4. AMENDMENTS TO THE AGENDA

5. CONFLICT OF INTEREST

6. CONSENT AGENDA

- a. CONSENT AGENDA - Motion Only
- b. Assembly Minutes - Regular from September 24, 2019
- c. Assembly Minutes - from Special October 3, 2019
- d. DNR Lease for ADL 108078 Robert Meyer III for storage in Meyer's Chuck
- e. CORRESPONDENCE - School Board Minutes from Regular June 7, 2019
- f. CORRESPONDENCE - School Board Minutes from Special July 11, 2019
- g. CORRESPONDENCE - School Board Minutes from Regular August 19, 2019
- h. CORRESPONDENCE - School Board Action from Regular September 23, 2019
- i. CORRESPONDENCE - School Board Action from Regular October 8, 2019 mtg.

7. BOROUGH MANAGER'S REPORT

- a. Forest Service Report/Update
- b. Capital Facilities Department Report
- c. Nolan Center Report October 22, 2019
- d. Public Works Report
- e. Financial Reports
- f. Travel Report - September 2019

8. BOROUGH CLERK'S FILE

- a. Borough Clerk's File

9. MAYOR AND ASSEMBLY BUSINESS

10. MAYOR AND ASSEMBLY APPOINTMENTS

- [a.](#) Nomination of Vice-Mayor
- [b.](#) City Board and Commission Appointments (Annual)
- [c.](#) Appointment to the Southern Southeast Regional Aquaculture Association (SSRAA) Board
- [d.](#) Appointment to fill the Vacancy on the Port Commission

11. PUBLIC HEARING

12. UNFINISHED BUSINESS

13. NEW BUSINESS

- [a.](#) Approval of Private Driveway Access & Rock Usage Agreement on Borough-Owned Property with Royce & Sherri Cowan for a Portion of Tract A, ASLS 94-135 and Section 27, Township 62 South, Range 84 East, Copper River Meridian
- [b.](#) Approval of the Parks and Recreation Membership Purchasing Policy
- [c.](#) Approval of the Parks and Recreation User Group Policy
- [d.](#) Approval to Dispose of Derelict Vessel F/V Tres Suertes
- [e.](#) **RESOLUTION No 10-19-1492** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING RESOLUTION 08-19-1484 BY PROVIDING FOR THE AMENDMENT OF THE POSITION TITLE OF THE PREVIOUSLY APPROVED DIESEL ELECTRIC MECHANIC APPRENTICE POSITION TO DIESEL ELECTRIC MECHANIC ASSISTANT AND GROUNDMAN
- [f.](#) Approval of Disposition and Development Plan for Borough-Owned Property Lot Y2, Tract Y, USS 2321 (Former Junkyard Property at 4.5 Mile Zimovia Highway)
- [g.](#) **RESOLUTION No 10-19-1493** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE FY 2020 BUDGET IN THE GENERAL FUND BY ACCEPTING REVENUE FROM THE STIKINE SPORTSMEN ASSOCIATION IN THE AMOUNT OF \$5,118 FOR PARKS AND RECREATION'S OUTDOOR SHOOTING RANGE IMPROVEMENTS, AND AUTHORIZING ITS EXPENDITURE
- [h.](#) **PROPOSED ORDINANCE No. 969** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, ESTABLISHING SECTION 05.11, REMOTE SELLER SALES TAX OF THE WRANGELL MUNICIPAL CODE
- [i.](#) **RESOLUTION No. 10-19-1494** OF THE ASSEMBLY OF THE CITY & BOROUGH OF WRANGELL, ALASKA AUTHORIZING THE CITY & BOROUGH OF WRANGELL TO JOIN THE ALASKA REMOTE SELLER SALES TAX COMMISSION FOR THE PURPOSE OF DEVELOPING, IMPLEMENTING, AND ENFORCING A REMOTE SELLERS SALES TAX CODE
- [j.](#) **RESOLUTION No. 10-19-1495** OF THE ASSEMBLY OF THE CITY & BOROUGH OF WRANGELL, ALASKA AMENDING THE FY 2020 BUDGET IN THE ELECTRIC FUND BY TRANSFERRING \$522,524 FROM ELECTRIC FUND RESERVES TO THE ELECTRIC FUND CIP POWER GENERATION SOLUTION PROJECT ACCOUNT AND AUTHORIZING ITS EXPENDITURE
- [k.](#) Approval of a Sole Source Professional Services Agreement with Electric Power Systems, Inc., in Conformance with Wrangell Municipal Code Section 5.10.050 F, in the Amount of \$340,012 for the Power Generation Solution Project

- [l.](#) **PROPOSED RESOLUTION NO. 10-19-1496** OF THE ASSEMBLY OF THE CITY & BOROUGH OF WRANGELL, ALASKA AMENDING THE FY 2020 BUDGET IN THE GENERAL FUND ACCEPTING UNDERPAID FEDERAL PILT REVENUE IN THE AMOUNT OF \$11,096 RESULTING FROM THE *KANE COUNTY, UT V. UNITED STATES* SETTLEMENT AND AUTHORIZING ITS EXPENDITURE
- [m.](#) Approval of Change Order No. 1 to Tamico-RNR JV in the amount of \$318,264.26 for the Shoemaker Bay Harbor Replacement Project
- [n.](#) **RESOLUTION No 10-19-1497** OF THE ASSEMBLY OF THE CITY & BOROUGH OF WRANGELL, ALASKA AMENDING THE FY 2020 BUDGET IN THE GENERAL FUND BY TRANSFERRING \$80,000 FROM GENERAL FUND RESERVES TO THE PUBLIC WORKS CAPITAL EQUIPMENT ACCOUNT FOR ACQUISITION OF A USED REPLACEMENT DUMP TRUCK
- [o.](#) **ORDINANCE No 970** REPEALING AND REENACTING CHAPTER 5.20 OF THE WRANGELL MUNICIPAL CODE RELATED TO THE PERMANENT FUND INVESTMENT POLICY, OBJECTIVES AND GUIDELINES

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

15. EXECUTIVE SESSION

- [a.](#) **EXECUTIVE SESSION:** Mill Property Purchase Update
- [b.](#) **EXECUTIVE SESSION:** Transitional Housing Acquisition

16. ADJOURNMENT

Extra Mile Day
PROCLAMATION
November 1, 2019

WHEREAS, Wrangell, Alaska, is a community which acknowledges that a special vibrancy exists within the entire community when its individual citizens collectively “go the extra mile” in personal effort, volunteerism, and service; and

WHEREAS, Wrangell, Alaska, is a community which encourages its citizens to maximize their personal contribution to the community by giving of themselves wholeheartedly and with total effort, commitment, and conviction to their individual ambitions, family, friends, and community; and

WHEREAS, Wrangell is a community which chooses to shine a light on and celebrate individuals and organizations within its community who “go the extra mile” in order to make a difference and lift up fellow members of their community; and

WHEREAS, the City & Borough of Wrangell acknowledges the mission of Extra Mile America to create 550 Extra Mile cities in America and is proud to support “Extra Mile Day” on November 1, 2019.

NOW THEREFORE, I, Stephen Prysunka, Mayor of the City & Borough of Wrangell, Alaska, do hereby proclaim November 1, 2019, to be:

Extra Mile Day

And I urge each individual in the community to take time on this day to not only “go the extra mile” in his or her own life, but to also acknowledge all those who are inspirational in their efforts and commitment to make their organizations, families, community, country, or world a better place.

Stephen Prysunka, Mayor

Attest: _____

Kim Lane, MMC, Borough Clerk

CITY & BOROUGH OF WRANGELL, ALASKA**Consent Agenda MOTION*****Move to approve the Consent Agenda as submitted.*****SUBMITTED BY:**

Kim Lane, Borough Clerk

INFORMATION:

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

Minutes of Regular Assembly Meeting

Held on September 24, 2019

Mayor Stephen Prysunka called the Regular Assembly meeting to order at 7:00 p.m., September 24, 2019, in the Borough Assembly Chambers. The pledge was led by Member Gilbert and the roll was called.

PRESENT: PRYSUNKA, POWELL, MORRISON, GILBERT, DELONG, DEBORD

ABSENT: DECKER

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

CEREMONIAL MATTERS - None.

PERSONS TO BE HEARD

Don McConachie, resident, gave the invocation.

Leatha Mercurieff, WMC/SEARHC Administrator, provided an update on the Wrangell Medical Center; reported that Cathy Gross was awarded an Outstanding Performance Award by the Alaska State Hospital of Nursing Home Association; presented the final merger close-out check in the amount of \$220,000 to the City.

AMENDMENTS TO THE AGENDA

Von Barga stated that Item 15b (Executive Session to discuss legal strategies related to collection of moorage fees) could be removed from the Agenda. There were no objections from the Assembly.

Gilbert asked to move Items 13f and 13j to be considered after Item 13a. There were no objections from the Assembly.

CONFLICT OF INTEREST

DeBord declared a potential conflict to Items 13g and 13h, due to his employment at the Wrangell Medical Center. Prysunka stated that he did not see a conflict. There were no objections from the Assembly.

CONSENT AGENDA

- a. Assembly Minutes - Regular from September 10, 2019

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

BOROUGH MANAGER'S REPORT

Manager Von Barga's reported on the following items:

- Notified by Lobbyist one a Pacific Maritime update
- Reposted Police Chief position; would like to start moving on that next week; looking for an Assembly Member to participate in first round interviews (Prysunka and Powell)
- Will be getting an update on the Powerhouse and Public Safety rehab projects
- Leaving tomorrow (Wednesday) for the SEAPA Board meeting; back Thursday
- Brief update on the Valvoda complaint
- Update on Southeast Conference in Sitka (Von Barga, Prysunka, DeLong and Carol Rushmore, Rolland Howell, and Cyni Crary attended)

- Met with Esther Ashton with WCA; attended a Tlingit language class
- Possible Denali Commission funding opportunities

Prysunka stated that he was concerned with condition of the WTP Flume; is there a policy in place to regularly inspect the flume.

Von Bargaen stated that she did not believe that there was a current policy in place; may need to look at replacement, major rehab, or repair of flume; concern is the support structure for the flume.

Prysunka stated that he wanted regular updates on all aspects of the Water Treatment Plant; need a plan moving forward on the plant.

BOROUGH CLERK'S FILE

Clerk Lane's report was provided.

MAYOR AND ASSEMBLY BUSINESS

DeLong reported on SE Conference; being considered to hold the 2021 conference in Wrangell.

Prysunka provided an update on the AK Marine Ferry to and from Prince Rupert; may have a short term solution to allow the port to remain open possibly through the winter/spring.

Morrison reported on the Friends of the Museum.

MAYOR AND ASSEMBLY APPOINTMENTS – None.

PUBLIC HEARING – None.

UNFINISHED BUSINESS – None.

NEW BUSINESS

13a Approval to Refund Overpayment of Property Taxes to Arnold and Alice Bakke

M/S: Powell/DeLong to approve refund of overpayment of property taxes to Arnold and Alice Bakke.

Von Bargaen provided a report to the Assembly; stated that since construction of the Bakke home, from 1994 to 2013, assessors wrongly assessed the structure; state assessor told Helen Keller (representing Mr. and Mrs. Bakke) that although the process for appealing tax errors was established by the City, that does not mean that they cannot still come to the Assembly and ask to be refunded on the overpayment of property taxes.

Von Bargaen stated that the recommendation to the Assembly was to refund the Bakke's six years back from 2013; total recommended amount was \$4,334.67.

Helen Keller, resident read a letter to the Assembly, asking that the Assembly authorize the refund from 1994 to 2013.

After more discussion, direction was given to Von Bargaen to consult the Borough Attorney and draft a Resolution based on the recommendation from the Attorney.

M/S: DeBord/Morrison to postpone this item to the next Assembly meeting. Motion approved unanimously by polled vote.

Meeting recessed at 8:13 p.m.

Meeting reconvened at 8:25 p.m.

13fb Approval to Sole Source Purchase of Fire Pumper Truck from Hughes Fire Equipment/Pierce in the amount of \$419,707 in Conformance with Wrangell Municipal Code Section 5.10.050 (I), and Authorize Contingency Funding in the Amount of \$30,293 for a Total Cost up to \$450,000

M/S: Gilbert/Morrison to approve Sole Source Purchase of Fire Pumper Truck from Hughes Fire Equipment/Pierce in the amount of \$419,707 in Conformance with Wrangell Municipal Code Section 5.10.050 (I), and Authorize Contingency Funding in the Amount of \$30,293 for a Total Cost up to \$450,000. Motion approved unanimously by polled vote.

13jc Approval of Use of Maintenance Funding by Wrangell Public School District for HVAC Control System in the amount of \$70,000

M/S: Powell/Morrison to approve the use of Maintenance Funding by Wrangell Public School District for HVAC Control System in the amount of \$70,000.

Josh Blatchley, School Maintenance, explained the need for the HVAC Control System and stated that the amount is just below \$71,000.

M/S: Powell/DeBord to amend the motion to approve up to \$71,000. Amendment approved unanimously by polled vote.

Main Motion, as amended, was approved unanimously by polled vote.

13bd RESOLUTION No 09-19-1488 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, DESIGNATING CANVASS BOARD DUTIES TO THREE ASSEMBLY MEMBERS FOR CANVASSING THE RESULTS OF THE REGULAR ELECTION TO BE HELD OCTOBER 1, 2019

M/S: Gilbert/DeLong to approve Resolution No. 09-19-1488 that designates the Canvass Board for the October 1, 2019 Regular Borough Election. Motion approved unanimously by polled vote.

13ee Approval to hold a Special Assembly meeting to Certify the October 1st Regular Local Election

M/S: Gilbert/DeLong to approve holding a Special Assembly meeting on October 7th at 5:30 p.m. to certify the results of the Regular Borough Local Election.

M/S: Gilbert/DeLong to amend the motion to hold the meeting on Thursday, October 3rd at 5:30 p.m. Amendment approved unanimously by polled vote.

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

13df Approval of Professional Services Agreement with JB Rewards Systems in the amount of \$21,750 for the Employee Compensation & Classification Study, and Contingency Funding in the amount of \$3,250 for a Total Project Budget of \$25,000

M/S: Morrison/Gilbert to approve a Professional Services Agreement with JB Rewards Systems in the amount of \$21,750 for the Employee Compensation & Classification Study, and Contingency Funding in

the amount of \$3,250 for a Total Project Budget of \$25,000. Motion approved with DeBord, Gilbert, Morrison, DeLong, and Prysunka voting yes; Powell voted no.

13eg RESOLUTION No 09-19-1489 OF THE ASSEMBLY OF THE CITY & BOROUGH OF WRANGELL, ALASKA AMENDING THE FY 2020 BUDGET IN THE GENERAL FUND BY TRANSFERRING \$25,000 FROM GENERAL FUND RESERVES TO THE ADMINISTRATION PROFESSIONAL SERVICES ACCOUNT FOR THE EMPLOYEE COMPENSATION STUDY AND AUTHORIZING ITS EXPENDITURE

M/S: Gilbert/Morrison to approve Resolution No. 09-19-1489. Motion approved with DeBord, Gilbert, Morrison, DeLong, and Prysunka voting yes; Powell voted no.

13gh Approval to Use \$240,000 of State of Alaska Hospital Grant for Construction of the Pharmacy in the new Wrangell Medical Center Campus

M/S: Powell/Gilbert to approve use of \$250,000 of State of Alaska Hospital Grant for Construction of the Pharmacy in the new Wrangell Medical Center Campus. Motion approved unanimously by polled vote.

13hi RESOLUTION No 09-19-1490 OF THE ASSEMBLY OF THE CITY & BOROUGH OF WRANGELL, ALASKA AMENDING THE FY 2020 BUDGET IN THE CIP FUND BY ACCEPTING REMAINING FUNDS FROM THE STATE OF ALASKA HOSPITAL GRANT IN THE AMOUNT OF \$567,340.47 AND AUTHORIZING ITS EXPENDITURE

M/S: Morrison/Gilbert to approve Resolution No. 09-19-1490. Motion approved unanimously by polled vote.

13ij Approval of Alternative 4th Quarter Assembly Meeting Schedule

M/S: Gilbert/Powell to approve alternate 4th Quarter Assembly Meeting Schedule.

Motion approved unanimously by polled vote

EXECUTIVE SESSION

15a Executive Session: Mill Property Purchase Update

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

15b Executive Session: Discussion of Legal Strategies Related to Collection of Moorage Fees
(removed from the Agenda under Amendments to the Agenda)

Recessed into Executive Session at 9:05 p.m.

Reconvened back into Regular Session at 9:37 p.m.

Regular Assembly meeting adjourned at 9:37 p.m.

Stephen Prysunka, Mayor

ATTEST: _____
Kim Lane, MMC, Borough Clerk

**Minutes of Special Assembly Meeting
Held on October 3, 2019**

Vice-Mayor Patricia Gilbert called the Special Assembly meeting to order at 5:30 p.m., October 3, 2019, in the Borough Assembly Chambers.

PRESENT: GILBERT, DEBORD, DELONG, POWELL, MORRISON

ABSENT: PRYSUNKA, DECKER

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

CONFLICT OF INTEREST – None.

PERSONS TO BE HEARD:

Manager Von Barga notified the Assembly that Greg Meissner, Harbormaster, was receiving the Harbormaster of the Year award by the Alaska Harbormasters Association; Tammi Meissner and John Martin are there to present the award.

ITEM(s) OF BUSINESS

5a RESOLUTION No 10-19-1491 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, CERTIFYING AND DECLARING THE RESULTS OF THE REGULAR BOROUGH ELECTION HELD OCTOBER 1, 2019

M/S: DeLong/Morrison to approve Resolution No. 10-19-1491, certifying and declaring the results of the Regular Municipal Election held October 1, 2019. I further move to acknowledge receipt of the Canvass Board Report of the October 1, 2019 Regular Election; declare that the election was validly held, and direct the Clerk to record in the minutes, the total number of votes cast for the candidates and for and against the ballot proposition. Motion approved unanimously by polled vote.

The total number of votes cast for the candidates is incorporated herein:

ASSEMBLY
Two (2) – Three-Year Terms

Julie Decker	343
Patricia Gilbert	342

ASSEMBLY
Two (2) – One-Year Terms

Caitlin Cardinell	124
Drew Larrabee	269
Anne M. Morrison	245
Jennifer Ridgeway	68

SCHOOL BOARD
Two (2) – Three-Year Terms

Cyni Crary	185
Beth Heller	197
Jayne Howell	155
David G. Wilson	192

SCHOOL BOARD
One (1) – One-Year Term

Jeanie Arnold	264
Sheri Ridgeway	93

SCHOOL BOARD
One (1) – Two-Year Term

Patricia Gilbert	374
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PORT COMMISSION
Two (2) – Three-Year Terms

John A. Yeager	383
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The total number of votes cast for and against the ballot proposition is incorporated herein:

PROPOSITION NO. 1

Section 3-9 of the Home Rule Charter for the City and Borough of Wrangell provides that the borough-operated Wrangell Medical Center shall be operated by a board established by ordinance and elected by the voters. Because voters approved the transfer of the Wrangell Medical Center's operations and maintenance to Southeast Alaska Health Consortium (SEARHC) at the borough's October 2, 2018 Regular Election, and it is as a result no longer operated by the borough, the Assembly adopted Ordinance No. 964, which proposed amending the Charter by repealing Section 3-9.

Shall the Home Rule Charter of the City and Borough of Wrangell be amended to repeal Section 3-9, Wrangell Medical Center, as set forth in Ordinance No. 964?

YES	343
NO	45

5b Distribute Certificates of Service for Outgoing Elected Officials

Vice-Mayor Gilbert presented certificates of service for:

Assembly Member Jim DeBord
School Board Member Anya Ritchie

5c Administer Oaths of Office for incoming Elected Officials

The administering of the Oaths of Office was not done during the Special Meeting.

Regular Assembly Meeting adjourned at 5:36 p.m.

ATTEST: _____
Kim Lane, MMC, Borough Clerk

Steve Prysunka, Mayor



THE STATE
of **ALASKA**

GOVERNOR MICHAEL J. DUNLEAVY

Department of Natural Resources **Item d.**

DIVISION OF MINING, LAND & WATER
Southeast Regional Land Office

P. O. Box 111020
Juneau, Alaska 99811-1020
Main: 907.465.3400
TDD: 907.269.8411
Fax: 907.465.3886

**ALASKA DEPARTMENT OF NATURAL RESOURCES
NOTICE OF PRELIMINARY DECISION FOR LEASE ADL 108078
Robert Meyer III**

In accordance with AS 38.05.035, the Division of Mining, Land and Water (DMLW) has issued a preliminary decision to authorize a 20-year lease to Robert Meyer III ("Applicant") for approximately 0.40 acres of state-owned tide land in Meyer's Chuck. The applicant plans to maintain and use existing structures for storage of lumber and miscellaneous household goods.

Public notice of this preliminary written decision will be posted on the Alaska Public Notice System website for 30 calendar days. The public may provide written comments to DMLW during that time. Additionally, notice of this preliminary decision will be given to adjacent landowners. The Meyer's Chuck post office will also be requested to post the notice of this preliminary decision.

The public is invited to comment on this preliminary decision. Written comments must be received by DNR no later than 5:00 p.m. on November 4, 2019. All comments must be submitted to: DNR, Division of Mining, Land and Water, Southeastern Regional Office by mail at 400 Willoughby Avenue, P.O. Box 111020, Juneau, AK 99811-1020, by fax at 907-465-3886, or by electronic mail to jacob.hall@alaska.gov in order to ensure consideration. Please include your mailing address and telephone contact. In order to establish appeal rights regarding this decision, you are required by law to meaningfully participate in the decision process by commenting on the decision, in writing, prior to the comment deadline. Following the deadline, all timely written comments will be considered, and DNR may modify this decision based on public comments received.

If DNR determines that public comments in response to this notice indicate the need for significant changes to the decision, additional public notice will be given. If no significant changes are required, the preliminary decision, after any necessary minor changes, will be issued as a final decision. A copy of the final decision, along with instructions on filing an appeal, will be sent to all persons who comment on the preliminary decision. Persons who do not submit written comments during the comment period will have no legal right to appeal the final decision.

The Division of Mining, Land and Water reserves the right to waive technical defects in this publication.

**STATE OF ALASKA DEPARTMENT OF NATURAL RESOURCES
DIVISION OF MINING, LAND AND WATER
SOUTHEAST REGIONAL LAND OFFICE**

Preliminary Decision

ADL 108078

Robert M. Meyer III

Application for Lease

Executive Summary

This document represents a preliminary decision to issue a 20-year, non-competitive lease to Robert Meyer III ("applicant") for residential buildings encroaching on state-owned land in Meyer's Chuck. The proposed area had previously been leased by a prior owner for commercial operations. In January 2011, the applicant applied for a replacement lease of a similar area, including a dock. Since there were no commercial operations taking place, it was determined that the dock did not require authorization. However, the residential buildings in place on state land would require a lease; the application was modified to include only those residential buildings. Due to low staffing and the presence of high priority cases in the Southeast Regional Land Office, the application was not adjudicated until now.

Requested Action

Robert M. Meyer III applied for a lease on January 13, 2011, to authorize residential buildings encroaching on state-owned land in Meyer's Chuck, Alaska.

The lease request is for continued use of a portion of existing residential buildings owned by the applicant. A development diagram is included as Attachment 1.

Existing Improvements:

- Residential buildings, wood-frame construction, approximately 1,300 sq. ft.;
- Approximately ten wooden pilings.

The total area requested by the applicant is approximately 0.40 acres. Final acreage and actual improvements placed on state land will be determined by an approved survey of the leasehold.

Proposed Action

The Division of Mining, Land & Water (DMLW) proposes to issue a 20-year lease to authorize residential buildings encroaching on state tidelands.

Scope of Decision

The scope of this decision limited to the determination of whether it is in the State's best interest to issue a 20-year lease to the applicant. The administrative review for this authorization is limited to (1) reasonably foreseeable, significant effects of the uses to be authorized; (2) applicable statutes and regulations; (3) the facts pertaining to the land or resources; and (4) any issues that are material to the determination.

Authority

Alaska Statute (AS) 38.05.035-Powers and Duties of the Director, AS 38.05.070-Generally, AS 38.05.075-Leasing Procedures

Preliminary Decision ADL 108078

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Robert Meyer III

Administrative Record

The administrative record for the proposed action consists of the Constitution of the State of Alaska, the Alaska Land Act as amended, applicable statutes and regulations referenced here-in, the *Central/Southern Southeast Area Plan* (CSSEAP, November 2000), and other classification references described herein, and the casefile for the application serialized by the DNR as ADL 108078.

Location Information

Geographic Location:

The proposed lease is located in the Meyer's Chuck locality within the City & Borough of Wrangell.

Legal Description:

Within Section 5, Township 71 South, Range 86 East, Copper River Meridian, that portion of tidelands known as Alaska Tideland Survey (ATS) 1122 according to the survey plat filed in the Ketchikan Recording District on January 20, 1988, as Plat No. 88-1, said parcel containing 0.40 acres, more or less.

Other Land Information:

Municipality: City & Borough of Wrangell

Regional Corporation: Sealaska Corporation

Village Corporation: n/a

Federally Recognized Tribe: Wrangell Cooperative Association

Approximate Coordinate Location: 55.7384° N, 132.2588° W (WGS84)

Title

The State of Alaska holds title to lands beneath tidally influenced and navigable waterways within its jurisdiction, including lands underlying Clarence Strait in the section(s) referenced above, on the basis of the Equal Footing Doctrine, the Submerged Lands Act of 1953, and AS 38.04.062 (Identification of State Submerged Lands).

Title is subject to valid existing rights, including reservations, easements, and exceptions in the U.S. Patent or other State or federal conveyance, and in acts authorizing the issue thereof, easements, rights-of-way, covenants, conditions, reservations, notes on the plat, and restrictions of record, if any.

Adjacent Landowners

The applicant has stated that Donna Collins is the owner of Lot 7 of USS 2673, which is adjacent to the lease area. Donna Collins will be noticed of this preliminary decision. All other land adjacent to the proposed leasehold is owned by either the applicant or the State of Alaska.

Third Party Interests

City and Borough of Wrangell. The DNR will provide notice of this decision to third party interests.

Planning and Classification

The proposed site is subject to the *Central/Southern Southeast Area Plan* (CSSEAP, November 2000) and is located within Management Unit CT-04. The designation, classification, and management intent of Management Unit CT-04 are detailed below.

Designation:

Waterfront Development – “Use of tidelands, submerged lands, or shorelands for water-dependent or water-related facilities, usually for industrial or commercial purposes” (CSSEAP, p. 3-5).

Classification:

Waterfront Development Land – “Tideland, submerged land, or shoreland that is suitable to be used for commercial or industrial activities” 11 AAC 55.215.

Management Intent:

“Manage tract to retain access and support upland development” (CSSEAP, p. 3-299).

Chapter 2 of the CSSEAP also states that “State land within the planning will be managed to allow for multiple use.” Although the proposed use of state land is not specifically prescribed in the management intent of Unit CT-04, this tract of state land is to be managed for multiple uses that do not preclude the primary use designated by the CSSEAP. Given the relatively small area that will be occupied by this proposed lease, and the amount of time that the improvements have been in place, it is evident that the proposed use has not or will not preclude the primary use. Therefore, the proposed use is found to be consistent with the planning and classification set out in the CSSEAP.

Access

The physical and legal access to the proposed lease site is via Lot 6, USS 2673, which is owned by the applicant, or via tide and submerged lands associated with Meyer’s Chuck, a navigable body of water.

Access Along Public Waters

The site is located in Meyer’s Chuck, AK. Pursuant to AS 38.05.126(a), the public has a constitutional right to free access to, and use of, navigable or public waters of the State of Alaska. Under 11 AAC 51.045 and AS 38.05.127, the DMLW is required to reserve specific public access easements to and along these waters. Unless comments and other information submitted to the DMLW provide justifiable and convincing evidence to do otherwise, this disposal of state interest will be subject to a 50-foot public access easement seaward and landward of the line of mean high water.

Public Trust Doctrine

Pursuant to AS 38.05.126, the proposed lease will be subject to the principles of the Public Trust Doctrine; specifically, the right of the public to use navigable waterways and the land beneath them for navigation, commerce, fishing, hunting, protection of areas for ecological studies, and other purposes. These rights must be protected to the maximum extent practicable while allowing for the development of this project. As such, the DMLW is reserving the right to grant other authorizations to the subject area consistent with the Public Trust Doctrine.

Reservation of Mineral Estate

In accordance with section 6(i) of the Alaska Statehood Act and AS 38.05.125, the state, in this decision, reserves unto itself the mineral estate, including oil and gas. The state also reserves the rights expressed in the reservation clause of the above statute, that being the right to reasonable access to the surface for purposes of exploring for, developing, and producing the reserved mineral resources. Any

exploration and development, which could occur, would be consistent with AS 38.05.130 and other applicable statutes and regulations.

Mineral Orders

The proposed leasehold does not fall within the areas delineated in Administrative Mineral Closing Order (MCO) No. [747] (CSSEAP, Appendix B). Neither an MCO nor a leasehold location order is necessary or appropriate for this proposed lease.

Hazardous Materials and Potential Contaminants

It is the management responsibility of the DMLW to protect the overall public interest if there is a reasonable expectation that a hazardous condition, or that hazardous, toxic, or radiological material or contamination from such material exists or is known to exist on the land being disposed of. No hazardous material or contamination from hazardous material is known to exist on the land proposed for lease, and the applicant does not propose to store hazardous materials over the proposed leasehold. Environmental risk associated with this proposed authorization should be minimal.

Agency Review

An agency review was conducted on August 23, 2018. The deadline for agency comments was September 24, 2018. The following agencies were included in the review: Alaska Department of Fish and Game (ADF&G), Alaska Department of Environmental Conservation (DEC), and Alaska Department of Natural Resources, Division of Parks and Outdoor Recreation, Office of History and Archaeology.

Agency Review Comment and Response:

ADF&G, Access Defense Unit

Comment: ADF&G has no fish and wildlife concerns provided that no fuel is stored on the floats and all lines, trash, and gear are stored in a way to minimize potential marine mammal entanglements.

DNR Response: No response required.

Background

In 1979, the DMLW received an application from Robert M. Meyer I to lease a parcel of state tidelands (later surveyed as ATS 1122) to place a commercial dock to support a general store on the adjacent uplands. This lease was filed under ADL 100927 and was issued in May 1991.

In 2008, DMLW staff used the National Oceanic & Atmospheric Administration's (NOAA) Shorezone program to observe that the dock facility authorized under the lease (referenced above) was destroyed and/or removed. Additionally, staff discovered that the residential buildings on the associated uplands were encroaching onto state tidelands. At that time, no action was taken to resolve the encroachment. The lease (referenced above) expired in 2011.

Prior to the expiration of ADL 100927, Robert M. Meyer III, the new owner of the adjacent upland property, applied to authorize the same lease area for a private dock. This application was filed under ADL 108078 and is the subject of this decision. It was determined by the DMLW that, since the dock was to be used privately and not commercially, it constituted a "Generally Allowed Use" under 11 AAC 96.020. However, the residential buildings were still encroaching onto state tidelands. The lease application was updated to request authorization of the encroaching buildings.

Discussion

The residential buildings were in place prior to 1979, without conflict from the public. Since the dock that is proposed for construction constitutes a generally allowed use of state land, this authorization will only encompass the encroachment of these buildings. These buildings occupy a very small tract of land and are expected to be inconsequential to any potential use of land in the surrounding area. Given these considerations, the DMLW finds the proposed lease to be in the best interest of the state.

The lease shall be subject to the standard DMLW Lease Agreement (form 102-111, re-vised May 2001), Special Stipulations and the terms and conditions set forth therein (Attachment 2).

Development Plan

The development plan attached to this decision (Attachment 1), and dated January 13, 2011, is under consideration by the DMLW. Should the proposed lease be granted, it is anticipated that the development plan will need to be updated throughout the life of the lease as activities and/or infrastructure are added or removed. All updates must be approved, in writing, by the DMLW before any construction, deconstruction, replacement of infrastructure, or change in activity will be authorized. The DMLW reserves the right to require additional agency review and/or public notice for changes that are deemed by the DMLW to be beyond the scope of this decision.

Performance Guaranty

In accordance with AS 38.05.035, AS 38.05.860, and 11 AAC 96.060(a), the applicant will be required to submit performance guaranties for the lease to incentivize performance of the conditions of the lease. In order to provide a mechanism for the state to ensure that the lessee shares in financial burden in the event of noncompliance for site cleanup, restoration, and any associated costs after termination or expiration of the leases, a \$13,000 performance bond will be required.

The amount of this performance guaranty is based on the scope and nature of the activity and the potential cost of restoring the site. Performance guaranties are subject to periodic adjustments during the term of the authorization. These adjustments allow us to address any potential changes in the costs of rectifying problems and rehabilitating state land due to inflation, changes in the level or nature of development, or other appropriate factors.

Insurance

Since this authorization is for a residential use, the DMLW is not requiring insurance for the proposed lease.

Per AS 38.04.045 and AS 38.05.070, an official cadastral survey is required for long-term leases. An official cadastral survey was accomplished to delineate this parcel for the previous lease, ADL 100927, and was filed as ATS 1122. The DMLW will continue to use this survey to delineate this leasehold.

Appraisal

As provided by AS 38.05.840(b), the applicant is not required to provide a fair market value appraisal to determine the initial lease compensation. Based on a Minimum Rent Determination Appraisal from the DMLW Appraisals Unit, the compensation will be the minimum required by 11 AAC 58.410.

Compensation

Annual Land Use Fees:

Pursuant to 11 AAC 58.410(b), AS 38.05.075(f) and AS 38.05.840(b), the annual land use fee will be \$500.

Periodic Rate Adjustment:

In accordance with AS 38.05.105, the annual land use fee payment will be subject to adjustment at five-year intervals after the issuance of the lease.

Payment for Land Use without Authorization:

The encroaching buildings have been in place without authorization since the expiration of the previous lease. If the proposed lease is issued, the annual land use fee of \$4,000 will be charged for the duration of unauthorized activity and payment of these fees will be due as a deliverable for issuance of the entry authorization.

Subleases

Subleasing may be permissible through AS 38.05.095, if the proposed lease is approved. All potential subleases must first be approved in writing by the DMLW. The DMLW may conduct further agency review and/or public notice before deciding on the appropriateness of the proposed sublease. The sublease fee will not be less than 25% of the annual fee paid to the lessee by the sublessee.

Reclamation

In accordance with AS 38.05.090, the leasehold must be restored to a "good and marketable condition" as determined by the DMLW within 120 days after termination of the proposed lease.

Public Notice

Pursuant to AS 38.05.945, this preliminary decision will be advertised for a 30-day public comment period. In addition, the post offices located near the proposed leasehold will be requested to post the notice pursuant to AS 38.05.945(b)(3)(C). The notice will also be posted on the State of Alaska Online Public Notice website pursuant to AS 38.05.945(b)(3)(B) located at: <https://aws.state.ak.us/OnlinePublicNotices>. In accordance with AS 38.05.946, a municipality or a corporation entitled to receive notice under AS 38.05.945(c) may hold a hearing within 30 days after the receipt of the notice.

The public is invited to comment on this preliminary decision. All comments received during the public comment period will be considered in the final decision. If public comments result in significant changes to the preliminary decision, additional public notice may be given. A copy of the final decision, along with instructions on filing an appeal, will be sent to all persons who comment on the preliminary decision. To be eligible to appeal, a person affected by the final decision must provide written comments during the public comment period per AS 38.05.035(i).

Written comments about this project must be received in this office no later than 5:00 PM on 11-4-2019 to be considered.

To submit comments please choose one of the following methods:

Mail: Department of Natural Resources
Division of Mining, Land and Water
Southeast Region Office
ATTN: Jacob Hall
PO Box 111020
400 Willoughby Ave, Suite 400
Juneau, AK 99811-1020
Email: jacob.hall@alaska.gov
Fax: (907)500-9011

Questions about the lease portion of this project can be directed to Jacob Hall at (907) 465-3402.

Signature page follows:

Adjudicator Recommendation

Based on the information provided by the applicant and other agencies, as well as review of planning documents, statutes, and regulations, I recommend approving a 20-year lease to the applicant authorizing the residential buildings encroaching on state land. I recommend proceeding to public notice for the purpose of providing the members of the public and those entities identified in AS 38.05.945 an opportunity to review and submit comments.



 Jacob Hall, Natural Resource Specialist II

10/4/19

 Date

Unit Manager Concurrence



 Ryan Wilson, Natural Resource Manager

10/4/19

 Date

Preliminary Decision

It is the determination of the Division of Mining, Land & Water that it may be in the State's best interest to issue a 20-year lease to the applicant, as described above. This preliminary decision shall now proceed to public notice.



 Lee V. Cole, Jr., Southeast Regional Manager

10/4/2019

 Date

ATTACHMENTS:

Attachment 1. Development Plan

Attachment 2. Draft Standard Lease Agreement and Special Stipulations

STATE OF ALASKA DEPARTMENT OF NATURAL RESOURCES DIVISION OF MINING, LAND AND WATER

- ☐ **Contract Administration**
550 W 7th Ave., Suite 640
Anchorage, AK 99501-3576
(907) 269-8594
- ☐ **Northern Region**
3700 Airport Way
Fairbanks, AK 99709
(907) 451-2740
- ☐ **Southcentral Region**
550 W 7th Ave., Suite 900C
Anchorage, AK 99501-3577
(907) 269-8552
- ☐ **Southeast Region**
400 Willoughby,
Suite #400
P.O. Box 111020
Juneau, AK 99801
(907) 465-3400

APPLICANT ENVIRONMENTAL RISK QUESTIONNAIRE

The purpose of this questionnaire is to help clarify the types of activities you propose to undertake. The questions are meant to help identify the level of environmental risk that may be associated with the proposed activity. The Division of Mining, Land and Water's evaluation of environmental risk for the proposed activity does not imply that the parcel or the proposed activity is an environmental risk from the presence or use of hazardous substances.

Through this analysis, you may become aware of environmental risks that you did not know about. If so, you may want to consult with an environmental engineer or an attorney.

Robert Meyer

Applicant's Name

Doing Business As

PO Box 10

Address

MEYERS CHUCK

City

AK

State

99903

Zip

907 6172824 ()

Message Phone

Work Phone

CLARENCESTRAITE@HOTMAIL.COM

E-Mail

Contact Person

Describe the proposed activity:

MAINTAIN AND UTILIZE EXSISTING STRUCTURES FOR STORAGE OF
LUMBER AND MISC. HOUSEHOLD GOODS

In the course of your proposed activity will you generate, use, store, transport, dispose of, or otherwise come in contact with toxic and/or hazardous materials, and/or hydrocarbons? Yes ☐ No ☒

If yes, please list the substances and the associated quantities. Use a separate sheet of paper, if necessary.

NA

If the proposed activities involve any storage tanks, either above or below ground, address the following questions for each tank. Please use a separate sheet of paper, if necessary, and, where appropriate, include maps or plats:

a. Where will the tank be located? NA

b. What will be stored in the tank? NA

c. What will be the tank's size in gallons? NA

d. What will the tank be used for? (Commercial or residential purposes?) NA

e. Will the tank be tested for leaks? NA

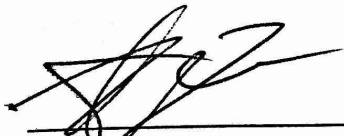
f. Will the tank be equipped with leak detection devices? Yes ☐ No ☐. If yes, describe: _____

NA

Do you know or have any reason to suspect that the site may have been previously contaminated? Yes ☐ No ☒

If yes, please explain: NA

I certify that due diligence has been exercised and proper inquiries made in completing this questionnaire, and that the foregoing is true and correct to the best of my knowledge.


Applicant

7/26/2018
Date

AS 38.05.035(a) authorizes the director to decide what information is needed to process an application for the sale or use of state land resources. This information is made a part of the state public land records and becomes public information under AS 40.25.110 and 40.25.111 (unless the information qualifies for confidentiality under AS 38.05.035(a)(9) and confidentiality is requested). Public information is open to inspection by you or any member of the public. A person who is the subject of the information may challenge its accuracy or completeness under AS 44.99.310, by giving a written description of the challenged information, the changes needed to correct it, and a name and address to which a person can be reached. False statements made in an application for a benefit are punishable under AS 11.56.210.

STATE OF ALASKA DEPARTMENT OF NATURAL RESOURCES
DIVISION OF MINING, LAND AND WATER

Item d.

- ☐ Land Sales and Contract Administration
550 W 7th Ave., Suite 640
Anchorage, AK 99501-3576
(907) 269-8594
- ☐ Northern Region
3700 Airport Way
Fairbanks, AK 99709
(907) 451-2740
- ☐ Southcentral Region
550 W 7th Ave., Suite 900C
Anchorage, AK 99501-3577
(907) 269-8552
- ☒ Southeast Region
400 Willoughby, #400
P.O. Box 111020
Juneau, AK 99811-1021
(907) 465-3400

APPLICATION FOR PURCHASE OR LEASE OF STATE LAND

1-13-2011
Date
Applicant's Name Robert M MEYER III Doing business as:
Mailing Address PO Box 10
City/State/Zip MEYERS CHUCK AK 99903 E-Mail CLARENCE STRAIT@HOTMAIL.COM
Message Phone (907) 617 2824 Work Phone () Date of Birth 01/27/1969
Is applicant a corporation qualified to do business in Alaska? ☐ yes ☒ no. Is the corporation in good standing with the State of Alaska, Dept. of Commerce and Economic Development? ☐ yes ☐ no.
Is applicant 18 years or older? ☒ yes ☐ no. Are you applying for a ☒ lease or ☐ sale?
What kind of lease or sale are you applying for? ☒ Tideland; ☐ Public/Charitable Use; ☐ Grazing; ☐ Millsite;
☐ Negotiated; ☐ Competitive; ☐ Non-Competitive; ☐ Preference Right.
If a lease, how many years are you applying for? 20 years. (55 years Max.)
Legal Description: Lot(s) 6 Block/Tract # Survey/Subdivision 1122
Other:
Meridian COPPER RIVER Township 71 SOUTH, Range 86 EAST, Section(s) 5 Acres 0.40
Municipality LORAN Reading (optional)
Geographic Location:
What is the proposed use of and activity on the state land? Dock
Are there any improvements on the land now? ☒ yes ☐ no. If yes, who owns the improvements, and what is the estimated value? Robert M MEYER III \$30,000
If yes, describe any existing improvements on the land. SHOP
Are there any improvements or construction planned? ☒ yes ☐ no. If yes, describe them and their estimated value.
REBUILD WALK DOCK AND RAMP \$30,000
State the proposed construction date: SEPT 2011; estimated completion date*: SEPT 2012
Name and address of adjacent land owners and, if you are applying for tidelands, the name and address of the adjacent upland owners: DONNA COLLINS
Are you currently in default on, or in violation of, any purchase contract, lease, permit or other authorization issued by the department under 11 AAC? ☐ yes ☒ no. Within the past three years, has the department foreclosed or terminated any purchase contract, lease, permit or other authorization issued to you? ☐ yes ☒ no.

Non-refundable filing fee: \$100
(Fee may be waived under 11 AAC 05.010(c))

RECEIVED
REGIONAL OFFICE
FEB 5 PM 1:44
DEPT OF NATURAL RESOURCES
DIV OF MINING, LAND & WATER

Is the land applied for subject to any existing leases or permits? ☒ yes ☐ no. If yes, ☒ lease or ☐ permit?

Name lease/permit is issued under: Robert M Meyer ADL # 100927

Do you think you qualify for a non-competitive lease or sale? ☐ yes ☒ no. If yes, under what provision of AS 38.05?

- ☐ AS 38.05.035(b)(2) (to correct an error or omission);
- ☐ AS 38.05.035(b)(3) (owner of bona fide improvements);
- ☐ AS 38.05.035(b)(5) (occupied, or are the heir of someone who occupied the land before statehood);
- ☐ AS 38.05.035(b)(7) (adjacent owner of remnant of state land, not adjoining other state land);
- ☐ AS 38.05.068 and .087 (U.S. Forest Service Permittee);
- ☐ AS 38.05.075(c) (upland owner or lessee);
- ☐ AS 38.05.035(f) (previous federal and state authorization, erected a building and used the land for business purposes);
- ☐ AS 38.05.102 (current long-term lessee or current shore fishery lessee);
- ☐ AS 38.05.255 (millsite lease for mine-related facilities);
- ☐ AS 38.05.810(a)* (government agency; tax-exempt, non-profit organization organized to operate a cemetery, solid waste facility, or other public facility; or a subdivision's nonprofit, tax-exempt homeowners' association);
- ☐ AS 38.05.810(b)-(d) (non-profit corporation, association, club, or society operated for charitable, religious, scientific, or educational purposes, or for the promotion of social welfare, or a youth encampment);
- ☐ AS 38.05.810(e) (licensed public utility or licensed common carrier);
- ☐ AS 38.05.810(f) (non-profit cooperative organized under AS 10.25, or licensed public utility);
- ☐ AS 38.05.810(h) (Alaska Aerospace Development Corporation);
- ☐ AS 38.05.810(i) (port authority);
- ☐ AS 38.05.825 (municipality applying for eligible tidelands, or tidelands required for private development);
- ☐ other (please explain): _____

If you have checked one of the above statutes, attach a statement detailing your qualifications under each requirement of that statute.

Do you think you qualify to lease the land for less than fair market value? ☐ yes ☒ no. If yes, under what provision of AS 38.05?

- ☐ AS 38.05.097 (youth encampment or similar recreational purpose); ☐ other (please explain).
- ☐ AS 38.05.098 (senior citizen discount for a residential lease);

Signature

Date

1-13-2011

If applying on behalf of an agency, municipality, or organization, state which one

Title

NOTICE TO APPLICANT:

- * For applications filed by a municipality under AS 38.05.810, if there is a remaining entitlement of the municipality under AS 29.65, land transferred under AS 38.05.810 shall be credited toward fulfillment of the entitlement.
- * Construction may not commence until approval is granted by lessor.
- * This application will not be considered unless it is accompanied by the appropriate filing fee and completed in full. THE FILING FEE WILL NOT BE REFUNDED NOR IS IT TRANSFERABLE. All checks are to be made payable to the Department of Natural Resources.
- * Include a 1:63,360 USGS map showing location of proposed activities in relation to survey monumentation or fixed geographical features which fully illustrates your intended use, including the location of buildings and improvements and access points, labeled with all dimensions, and a development plan providing a complete list of proposed activities.
- * The applicant may be required to deposit a sum of money sufficient to cover the estimated cost of survey, appraisal, and advertising. If the land is sold or leased to another party, the deposit will be returned to the applicant.
- * The filing of this application and payment of the filing fee vests the applicant with no right or priority in the lands applied for. It is merely an expression of the desire to purchase or lease a parcel of land when and if it becomes available. Filing an application serves the purpose of notifying the state that an individual is interested in purchasing or leasing land. It is not a claim, nor does it in any way obligate the state to sell or lease land.
- * If the application site is in the Coastal Zone, include a Coastal Project Questionnaire (www.gov.state.ak.us/dgc/Projects/projects.html).
- * If the application is for use in conjunction with a guide/outfitter operation, include proof of a guide/outfitter certification for the use area.
- * If the application is for a commercial fish camp, include a copy of your limited entry permit or an interim-use salmon set net permit.
- * If applying for a senior citizen discount, include form 102-1042.
- * AS 38.05.035(a) authorizes the director to decide what information is needed to process an application for the sale or use of state land and resources. This information is made a part of the state public land records and becomes public information under AS 40.25.110 and 40.25.120 (unless the information qualifies for confidentiality under AS 38.05.035(a)(9) and confidentiality is requested). Public information is open to inspection by you or any member of the public. A person who is the subject of the information may challenge its accuracy or completeness under AS 44.99.310, by giving a written description of the challenged information, the changes needed to correct it, and a name and address where the person can be reached. False statements made in an application for a benefit are punishable under AS 11.56.210.

Meyers Chuck, AK



Produced by the United States Geological Survey
Control by USGS and NOS/NOAA

Compiled from aerial photographs taken 1948; information shown in purple
compiled from aerial photographs taken 1965 and other sources and has
been hand checked. Map about 1965. Conflicts may exist between some
isolated features and previously mapped contours.

1927 North American Datum (NAD 27). Projection and
10000-foot ticks. Alaska Coordinate System, zone 1 (Transverse Mercator)
Blue 1000-meter Universal Transverse Mercator ticks, zone 8
North American Datum of 1983 (NAD 83) is shown by dashed corner ticks.
The values of the shift between NAD 27 and NAD 83 for 7.5-minute
intersections are given in USGS Bulletin 1875.

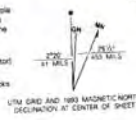
There may be private holdings within the boundaries
of the National or State Reservations shown on this map.

Federal reservation boundaries established by the Alaska National
Interest Lands Conservation Act, PL 96-487, Dec. 2, 1980, are
shown as compiled by the administering agencies.

Gray land lines represent unreserved and unleased locations
granted to the Bureau of Land Management.

Folio CR-16, Copper River Meridian.

Entire land area is within the Tongass National Forest except
Meyers Chuck Elevation.



FOR SALE BY U.S. GEOLOGICAL SURVEY
FAIRBANKS, ALASKA 99701, DENVER, COLORADO 80225, OR RESTON, VIRGINIA 22092
A FOLDER DESCRIBING TOPOGRAPHIC MAPS AND SYMBOLS IS AVAILABLE ON REQUEST

CRAIG (C-1), ALASKA
55132-E1-TF-063

1950
REVISED 1993

Misery I 6

Meyers Chuck

Meyers I 5

Meyers Chuck 4

Radio Tower

NAT FOR

Lemesurier Pt

Union

Bay

Drag

Back Chuck

Meyers Stream

BDY

10

6819

500

8

300

95

300

400

Graphical Base
Docks

Item d.

MH 99
LAND MIN
50-68-0162

MH 99
LAND MIN
50-68-0162

ODDLLOT ADL 47778 CONVEYED SPT 8298	ADL 49395 CONVEYED SPT 3937	ADL 49396 CONVEYED SPT 1676	CONVEYED SPT 4041
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Item d.

ODDLLOT
ADL 53612
CONVEYED
SPT 8417

OTHER
ADL 36315
CONVEYED
SPT 9980

ODDLLOT
ADL 100322
CONVEYED
SPT 9918



MH 99
LAND MIN
50-68-0162

MH 99
LAND MIN
50-68-0162

TLO AUTHRTN
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ISSUED

PUB UTIL
ADL 10433
APLN

PUB UTIL
ADL 104336
APLN

PUB UTIL
ADL 104336
APLN

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ISSUED

OTHER
ADL 36315
CONVEYED
SPT 9980

ODDLLOT
ADL 104380
ISSUED

ODDLLOT
ADL 100322
CONVEYED
SPT 9918

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ADL 53612
CONVEYED
SPT 8417

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ADL 47778
CONVEYED
SPT 8298

ADL 49395
CONVEYED
SPT 3937

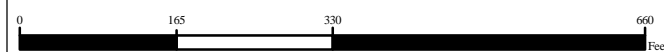
ADL 49396
CONVEYED
SPT 1676

CONVEYED
SPT 4041

Item d.

Ownership
SE 1/4 SEC 5
TOWNSHIP 71S RANGE 86E
OF THE
COPPER RIVER MERIDIAN,
ALASKA

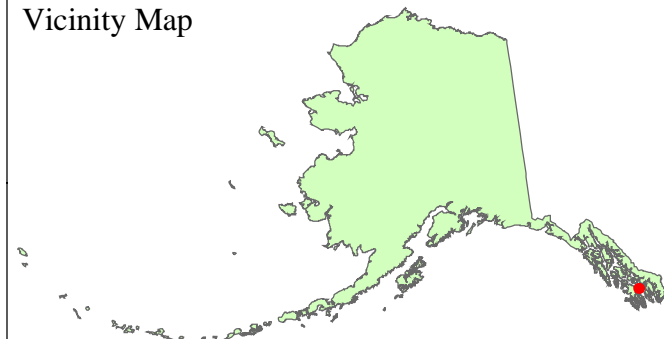
Alaska State Plane Zone 1
North American Datum 1983
1:2,400
1 inch equals 200 feet
(18" by 24" Plat)



- State Owned, State Selected, DNR Managed
- State Tentatively Approved or Patented Land
 - Other State Acquired Land
 - State Selected Land
 - ANILCA Top Filed Land
 - Navigable Water
 - RS2477 Route
- Other Land Designation
- Mental Health Trust Land
 - Municipal Entitlement and Municipal Tideland
 - Native Allotment
 - Other Federal Action
 - Management Right
 - Agreement, Settlement, or Reconveyance
 - Land Disposal (Conveyed)
- Highway
- Secondary Road
 - Trail
 - Railroad
 - Electrical
 - Telephone
 - Pipeline
- Borough Boundary
- Recording District
- Conservation System Unit
- Incorporated City Boundary
- Protracted Section Line
- National Geodetic Survey Monument
- State Control Survey Monument
- State and Federal Survey Monument
- Airstrip
- Survey Boundary
- Hydrography
- Alaska Seaward Boundary

[VIEW REMARKS COLUMN](#)
[VIEW LAS LAND FILE](#)

Vicinity Map

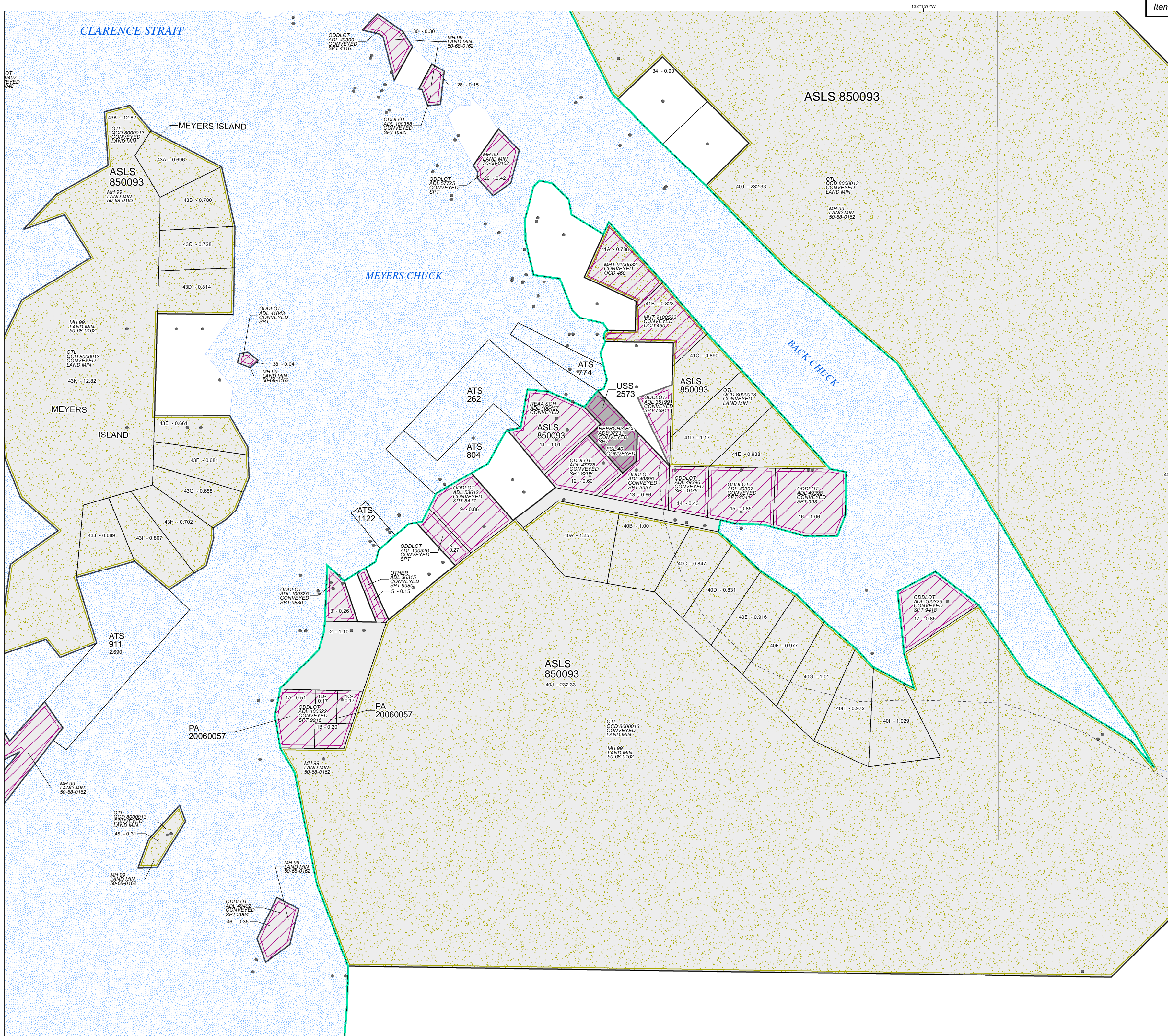


A PRODUCT OF THE
STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES
LAND RECORDS INFORMATION SECTION

GRAPHIC ILLUSTRATION ONLY.
SOURCE DOCUMENTS REMAIN THE OFFICIAL RECORD.

PUBLISHED DATE: 12/16/2008 REFER TO
[PLAT INFORMATION MANAGEMENT SYSTEM](#)
FOR NEW PENDING ACTIONS AFFECTING THIS MAP

CHECKED BY: Dave Luck



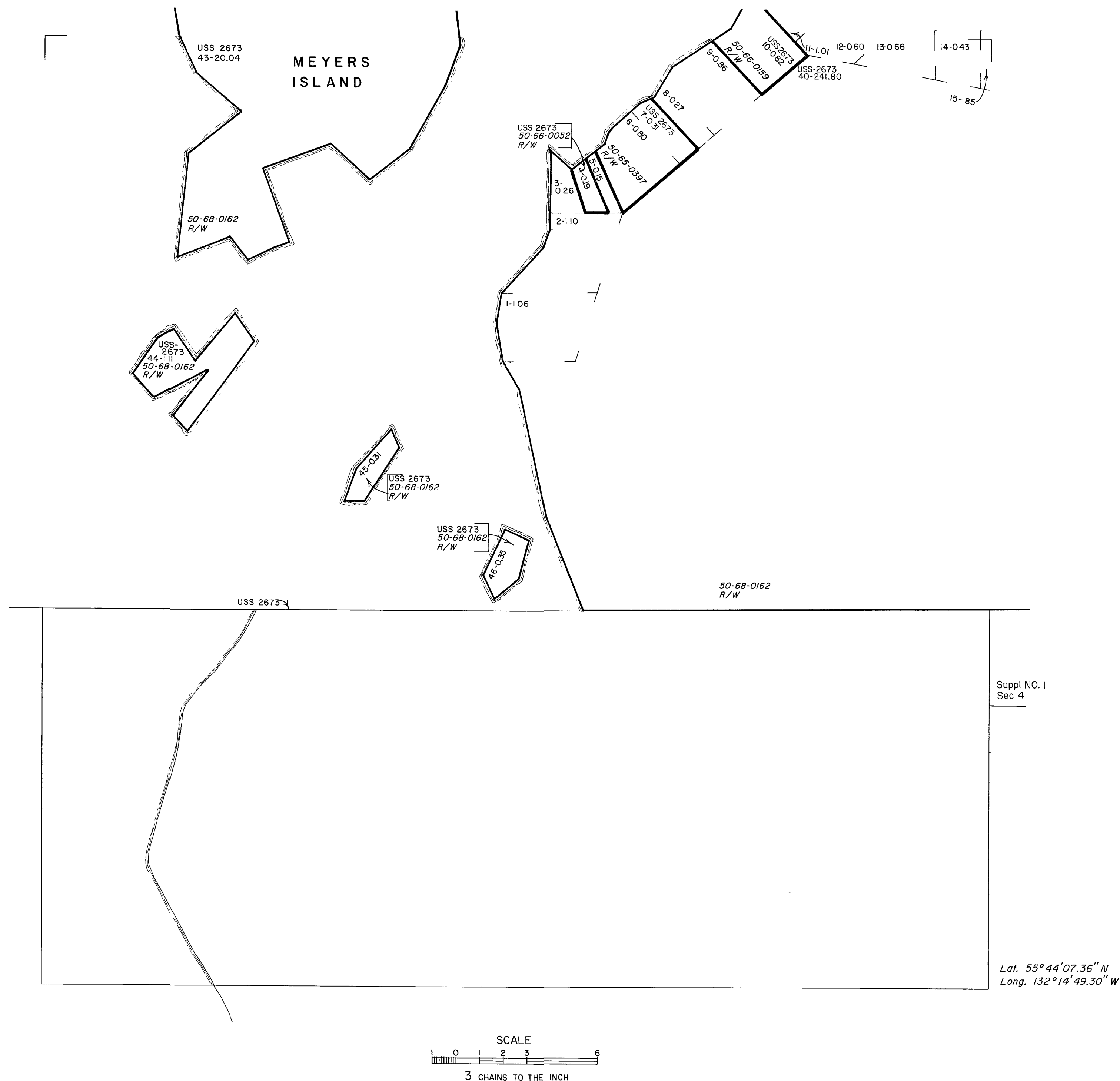
PROTRACTION DIAGRAM CR 16-4 OFFICIALLY FILED 5/1/1980

Item d.

NO 3

[illegible]

Entire Suppl. within Tongass NF excl USS 2673 & USS 2737



FOR ORDERS EFFECTING DISPOSAL OR USE OF
UNIDENTIFIED LANDS REFER TO INDEX OF
MISCELLANEOUS DOCUMENTS.

NO. 3

CURRENT TO	TNF,KET,JMR,	CR Mer
4-20-1999		T 71 S
		R 86 E



WARNING STATEMENT

This plat is the Bureau's Record of Title, and should be used only as a graphic display of the township survey data. Records hereon do not reflect title changes which may have been effected by lateral movements of rivers or other bodies of water. Refer to the cadastral surveys for official survey information.

U. S. SURVEY
No. 2673, ALASKA
SUBDIVISIONAL SURVEY

OF
MEYERS CHUCK ELIMINATION
FROM TONGASS NATIONAL FOREST
SITUATED
ON NORTHEAST SIDE OF CLARENCE STRAIT
CLEVELAND PENINSULA, ALASKA
EMBRACING LOTS 1 TO 46, INCLUSIVE

GEOGRAPHIC POSITION
LATITUDE 55° 44' 35" N., LONGITUDE 132° 15' 00" W.
AT U.S.L.M. NO. 2573
AREA: 302.40 ACRES

EXECUTED BY
WALTER W. COOLEY, SUPERVISORY CADASTRAL SURVEYOR
CLIFFORD L. MCKAY, SUPERVISORY CADASTRAL SURVEYOR
JULY 31, 1961, TO MAY 10, 1962

Supplemental Special Instructions
Dated July 27, 1961, and March 28, 1962
Approved July 28, 1961, and March 30, 1962
SEE SHEET 2
FOR THE ENLARGED DIAGRAMS INDICATED ON THIS SHEET

The perimeter of U. S. Survey No. 2673, Alaska, was surveyed by F. W. Williamson in 1946, as shown on the plat accepted July 7, 1948.

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
Washington, D. C. October 10, 1963

This plat is strictly conformable to the approved field notes, and the survey, having been correctly executed in accordance with the requirements of law and the regulations of this Bureau, is hereby accepted.

For the Director
W. E. Hemington
Chief, Division of Engineering

MEANDERS OF ISLAND LOT NO. 46

- 1. N. 25° 00' W., 1.200 chs.
- 2. N. 25° 00' E., 2.200 chs.
- 3. S. 65° 00' E., 1.200 chs.
- 4. S. 15° 00' W., 0.900 chs.
- 5. S. 14° 17' W., 0.830 chs.
- 6. S. 50° 00' W., 1.400 chs.

MEANDERS OF ISLAND LOT NO. 45

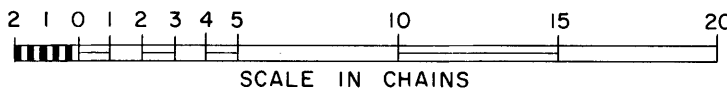
- 1. S. 32° 28' W., 2.750 chs.
- 2. WEST 0.900 chs.
- 3. N. 20° 00' E., 1.500 chs.
- 4. N. 41° 00' E., 2.300 chs.
- 5. S. 23° 00' E., 0.900 chs.

MEANDERS OF ISLAND LOT NO. 44

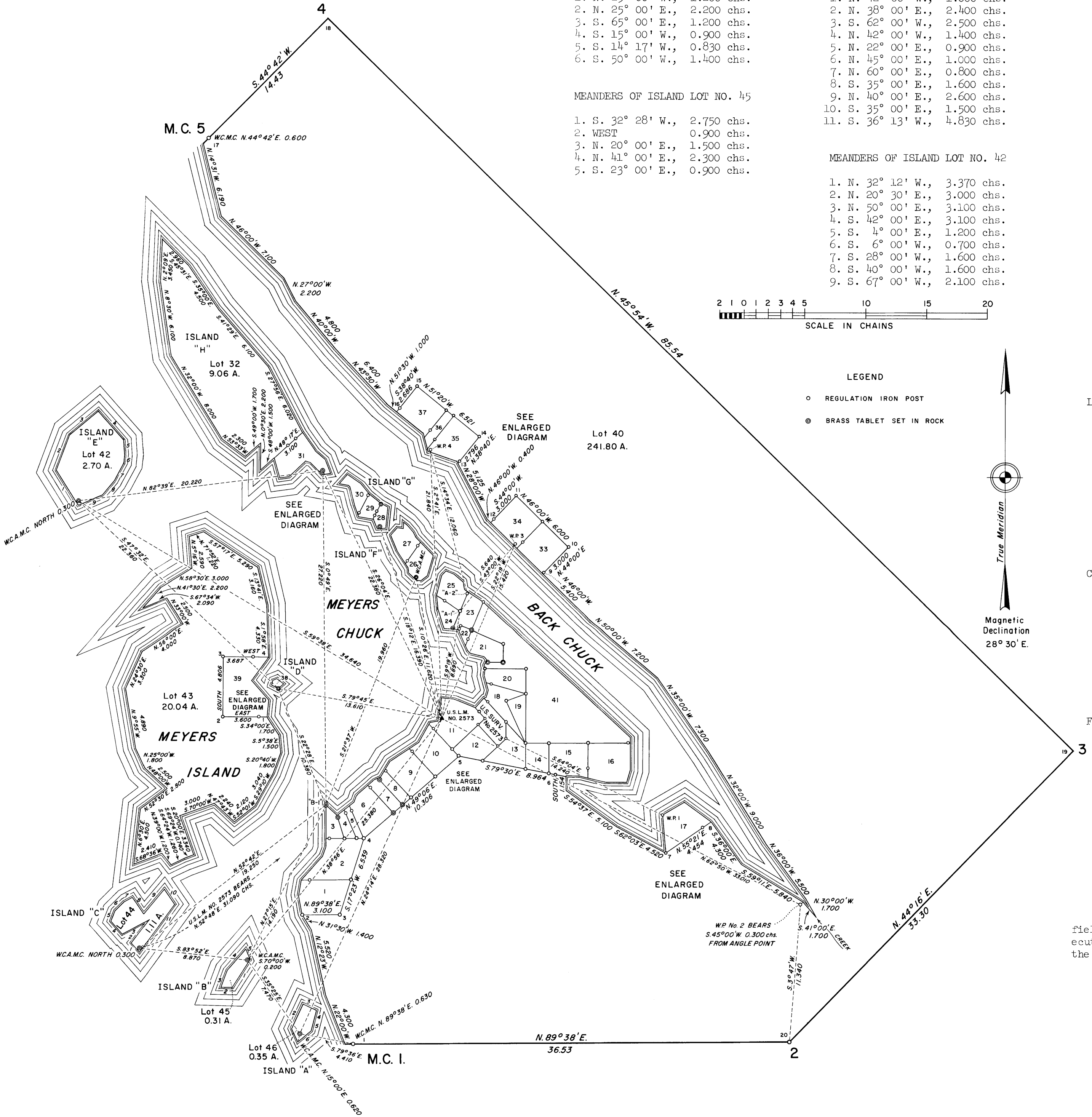
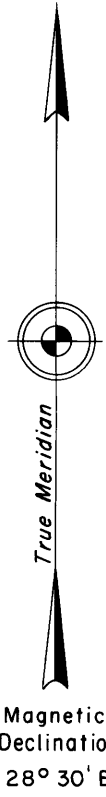
- 1. N. 42° 00' W., 1.000 chs.
- 2. N. 38° 00' E., 2.400 chs.
- 3. S. 62° 00' W., 2.500 chs.
- 4. N. 42° 00' W., 1.400 chs.
- 5. N. 22° 00' E., 0.900 chs.
- 6. N. 45° 00' E., 1.000 chs.
- 7. N. 60° 00' E., 0.800 chs.
- 8. S. 35° 00' E., 1.600 chs.
- 9. N. 40° 00' E., 2.600 chs.
- 10. S. 35° 00' E., 1.500 chs.
- 11. S. 36° 13' W., 4.830 chs.

MEANDERS OF ISLAND LOT NO. 42

- 1. N. 32° 12' W., 3.370 chs.
- 2. N. 20° 30' E., 3.000 chs.
- 3. N. 50° 00' E., 3.100 chs.
- 4. S. 42° 00' E., 3.100 chs.
- 5. S. 4° 00' E., 1.200 chs.
- 6. S. 6° 00' W., 0.700 chs.
- 7. S. 28° 00' W., 1.600 chs.
- 8. S. 40° 00' W., 1.600 chs.
- 9. S. 67° 00' W., 2.100 chs.



- LEGEND
- REGULATION IRON POST
 - ⊙ BRASS TABLET SET IN ROCK



UNSURVEYED TOWNSHIP 71 SOUTH RANGE 86 EAST OF THE COPPER RIVER MERIDIAN, ALASKA

PROTRACTION DIAGRAM NO. CR16-4 Officially Filed 5/1/1980

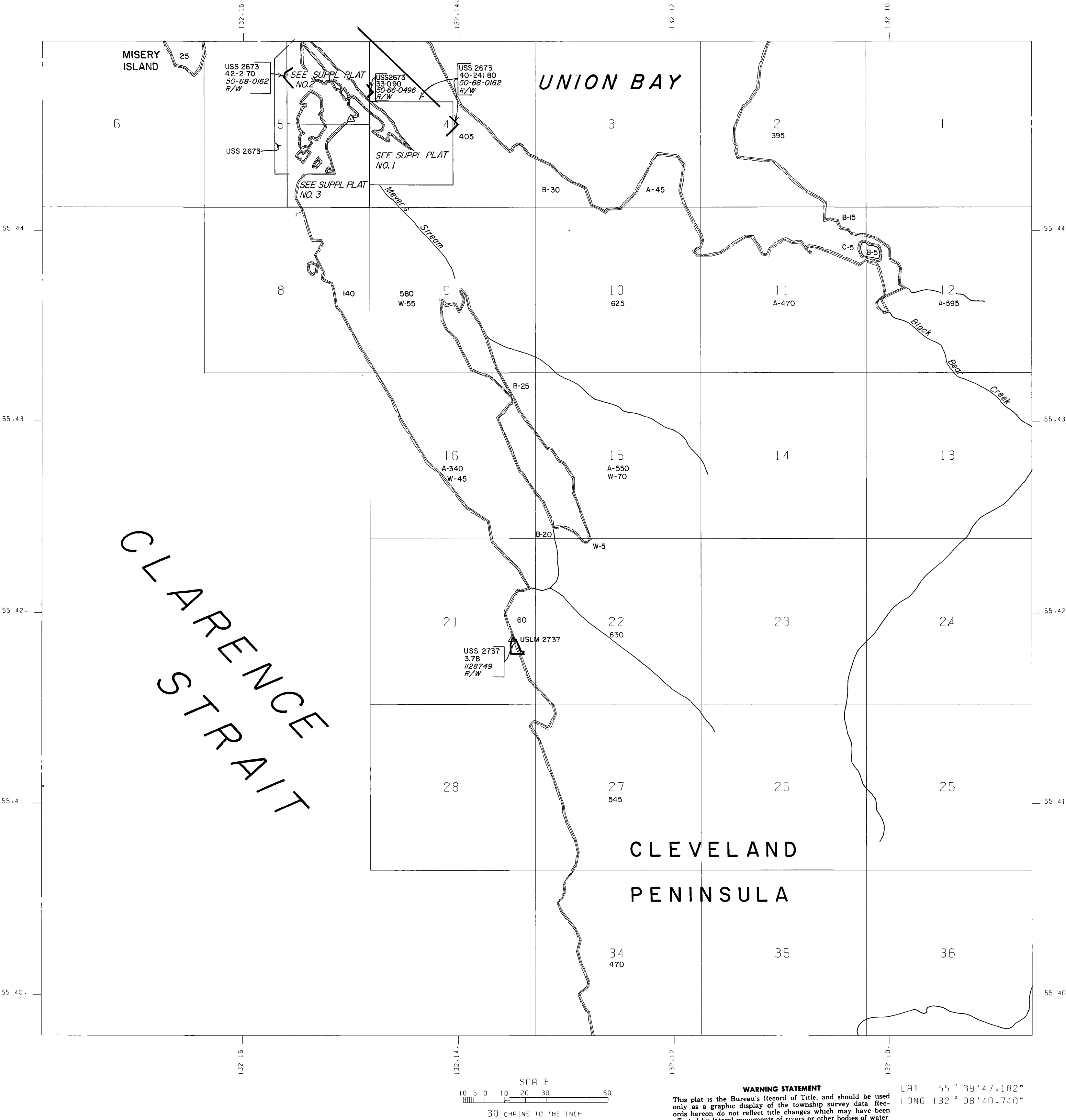
Item d.

STATUS OF PUBLIC DOMAIN
LAND AND MINERAL TITLES

MTP

FOR ORDERS EFFECTING DISPOSAL OR USE OF
UNIDENTIFIED LANDS. REFER TO INDEX OF
MISCELLANEOUS DOCUMENTS.

Entire Tp within Tongass NF excl USS 2673 & 2737

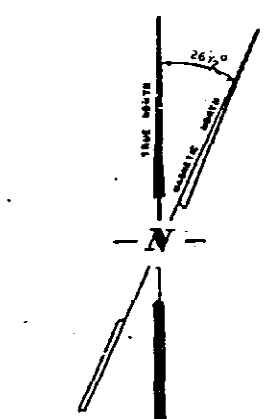


CURRENT TO	TNF, KET, JMR,	CR Mer
4-20-1999		T 71S
		R 86E



LAT 55° 39' 47.182"
LONG 132° 08' 40.740"

MEYERS CHUCK SUBDIVISION ALASKA



APPROXIMATE MEAN DECLINATION
TAKEN FROM N.O.A.A. MAP 1-1283
"MAGNETIC DECLINATION IN THE
UNITED STATES - 1980"

STRAIT

CLARENCE

MEYERS

CHUCK

BACK

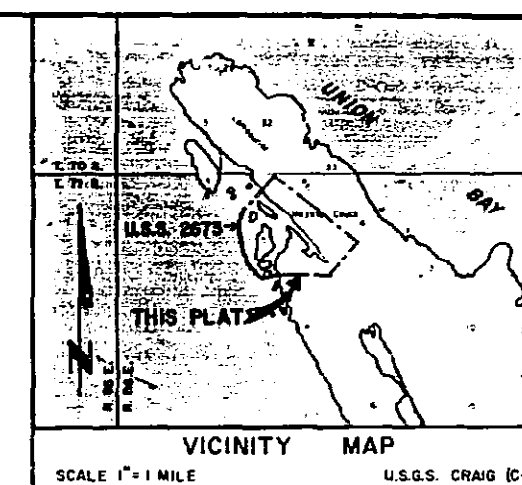
U.S. FOREST SERVICE
TONGASS NATIONAL FOREST
STATE OF ALASKA

SUBDIVISION STATISTICS

26 LOTS
650 FEET OF RIGHT OF WAY

AREA SUMMARY

R.O.W. 0.63 ACRES
LOTS 40A-40I 8.34 ACRES
LOTS 41A-41E 7.22 ACRES
LOT 40J 232.81 ACRES
LOT 43K 12.82 ACRES
TOTAL AREA 266.46 ACRES



VICINITY MAP

SCALE 1"=1 MILE U.S.G.S. CRAIG (C-1)

LEGEND

- BLM MONUMENT OF RECORD U.S.S. 2673
- BLM MONUMENT RECOVERED
- OTS PRIMARY MONUMENT SET
- OTS SECONDARY MONUMENT SET
- BLM RECORD DATA U.S.S. 2673
- EXISTING BLM LOT NUMBER U.S.S. 2673
- MEYERS CHUCK SUBDIVISION LOT NUMBER
- BOUNDARY U.S.S. 2673
- EXISTING BLM LOT LINE
- MEYERS CHUCK SUBDIVISION LOT LINE
- STATE OF ALASKA - DEPT. OF NATURAL RESOURCES/
DIVISION OF TECHNICAL SERVICES
- ALASKA TIDELAND SURVEY
- RECORD BEARINGS AND DISTANCES U.S.S. 2673
- MEANDER LINE NUMBER
- EXISTING PUBLIC TRAIL SYSTEM (SEE NOTE 14)
- EASEMENT LINE

RECORD BEARINGS AND DISTANCES

NO.	BEARING	DISTANCE (FT)	NO.	BEARING	DISTANCE (FT)
1	S 19°45'10" E	220.97 (CALCULATED)	24	S 22°00'00" E	283.80
2	S 65°24'00" W	48.86	25	S 14°11'00" E	408.54
3	S 64°24'00" W	83.18	26	S 46°00'00" E	468.60
4	N 39°00'00" W	79.22	27	S 27°00'00" E	145.20
5	S 68°36'00" W	159.12	28	S 40°00'00" E	316.80
6	N 6°30'00" E	297.02	29	S 43°30'00" E	422.40
7	N 52°30'00" E	184.74	30	S 51°30'00" E	66.00
8	N 48°00'00" W	165.06	31	N 38°40'00" E	177.28
9	N 25°00'00" W	118.83	32	S 51°20'00" E	430.59
10	N 9°55'00" W	322.80	33	S 38°40'00" W	184.54
11	N 24°30'00" E	217.79	34	S 28°00'00" E	338.25
12	N 56°00'00" E	363.83	35	S 44°00'00" E	198.00
13	N 33°00'00" W	165.05	36	S 46°00'00" E	396.00
14	S 67°34'00" W	137.98	37	S 44°00'00" W	198.00
15	N 41°30'00" E	145.18	38	S 46°00'00" E	356.40
16	N 58°30'00" E	197.95	39	S 50°00'00" E	475.20
17	N 51°16'00" W	170.97	40	S 35°00'00" E	481.80
18	N 71°52'00" E	80.49	41	S 32°00'00" E	594.00
19	S 38°58'40" W	113.52	42	S 36°00'00" E	363.00
20	S 17°23'00" W	437.57	43	S 30°00'00" E	112.20
21	S 89°36'00" W	204.60	44	N 41°00'00" W	112.20
22	S 31°30'00" E	92.40	45	N 59°11'00" W	385.44
23	S 12°23'00" E	364.32	46	N 36°00'00" W	283.80

MEANDER LINE DATA

32	S 65°16'43" E	30.00
33	N 18°02'54" W	107.23

SELECTION INFORMATION

Mental Health 9D
Tentative Approval dated 9-26-67
Patent No. 50-68-0152 dated 12-21-67

STATE OF ALASKA
U.S.S. 2673
TONGASS NATIONAL FOREST
U.S. FOREST SERVICE

SHEET 1 OF 3

DATE OF SURVEY 7-12-85
NAME OF SURVEYOR
ANCHORAGE, ALASKA 99518

STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF TECHNICAL SERVICES
ANCHORAGE, ALASKA

ALASKA STATE LAND SURVEY No. 85-93

MEYERS CHUCK SUBDIVISION
A SURVEY OF
BLM LOTS 40, 41, & 43 OF U.S.S. 2673 WITHIN
T. 71 S., R. 86 E., C.R.M., AK.

DRAWN BY DHC
DATE 10/31/85
SCALE 1"=200'

APPROVAL RECOMMENDED
DATE 1/22/86
FILE NO 85-93

RECORDED - FILED MC
KETCHIKAN 86-6

SE 1/4 SEC 5 TOWNSHIP 71S RANGE 86E OF THE COPPER RIVER MERIDIAN, ALASKA

LEGEND

- BASE INFORMATION

 - HYDROGRAPHY
 - SURVEY LINE
 - SURVEY LOT LINE
 - TOWNSHIP/SECTION GRID
 - 1/4 SECTION LINE
 - HIGHWAY
 - ROAD
 - TRAIL
 - RAILROAD
 - ELECTRICAL POWER LINE
 - TELEPHONE LINE
 - PIPELINE
 - AIRPORT/LANDING STRIP
 - HORIZONTAL CONTROL
 - CONTROL MONUMENT
- STATUS INFORMATION

 - TITLE
 - BOUNDARY
 - CLASSIFICATION
 - DISPOSAL
 - MUNICIPAL
 - RESTRICTION
 - FEDERAL ACTION
 - MENTAL HEALTH TRUST
 - LIMITS OF ACTION
 - NAVIGATIONAL AID
 - CABIN PERMIT
 - TRAPPING CABIN PERMIT
 - TRESPASS LOCATION
- SURFACE WATER RIGHTS

 - APPLICATION
 - PERMIT
 - CERTIFICATE
- SUB-SURFACE WATER RIGHTS

 - APPLICATION
 - PERMIT
 - CERTIFICATE
- IN-STREAM FLOW RESERVATION

 - APPLICATION
 - CERTIFICATE
- DAM, WEIR, BARRIER

 - APPLICATION
 - PERMIT
 - CERTIFICATE

LAND ESTATE

THE STATE OWNS ALL LAND UNDER WATERS THAT ARE NAVIGABLE-IN-FACT, ARE SUBJECT TO THE EBB AND FLOW OF THE TIDES, OR ARE RIPARIAN OR LITTORAL TO UPLANDS OWNED BY THE STATE.

BASED ON:

COORDINATES:
ALASKA STATE PLANE ZONE 1
SE CORNER OF TOWNSHIP;
X 2999889.917
Y 1402340.959
LAT 55 39 47.187 N
LONG 132 08 40.777 W

HYDROGRAPHY:
USGS CRAIG (C1) REVISED BY USFS 1994

LAND NET:
ADL PROTRACTION DIAGRAM CR16-4; APPROVED 12/02/1966
USS 2573; APPROVED 11/08/1943
USS 2673; ACCEPTED 10/10/1963
ASLS 850093; FILED 01/30/1986
ATS 774; UNAPPROVED
ATS 804; UNAPPROVED
ATS 911; UNAPPROVED
ATS 928; UNAPPROVED
ATS 1122; FILED 01/02/1988
ATS 262; ACCEPTED 01/30/1964
ATS 1575; RECORDED 09/02/1999
ATS 1626; RECORDED 12/08/2003

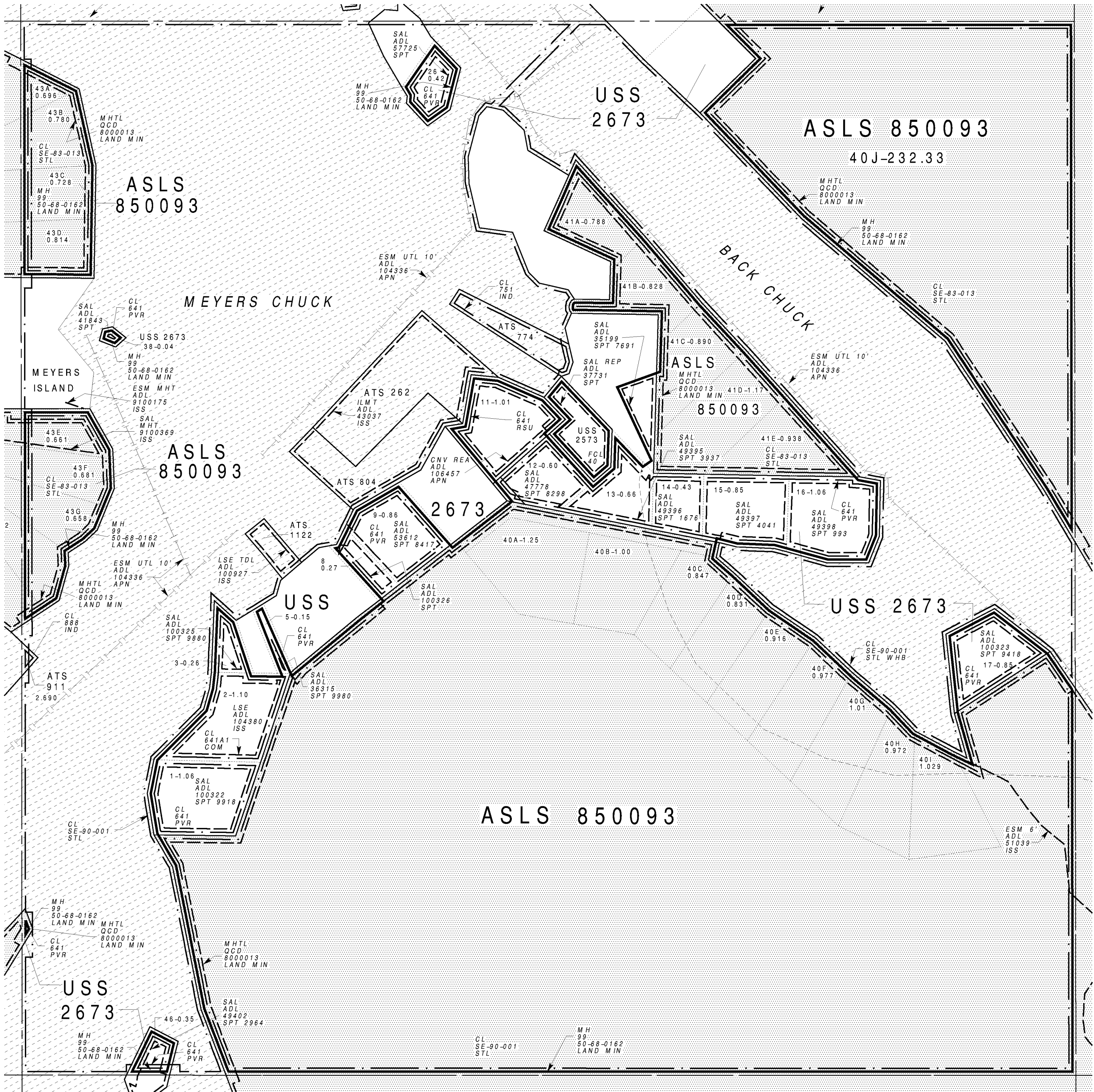
OTHER ACTIONS AFFECTING DISPOSAL OR USE OF STATE LANDS;
SEE THE LAS CASEFILE OR ORIGINAL SOURCE DOCUMENTS FOR
ADDITIONAL INFORMATION:

ENTIRELY WIN KETCHIKAN RECORDING DISTRICT
CL SE-90-001; TIDE AND SUBMERGED LANDS ONLY

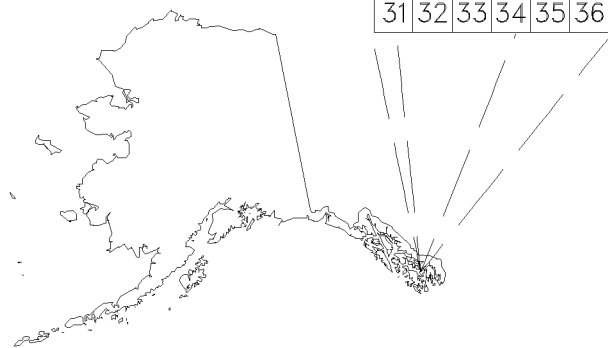
ATTENTION: MENTAL HEALTH LAND INFORMATION

SHADED AREAS (SEE LEGEND) ARE MENTAL HEALTH TRUST LAND.
CONSULT THE TRUST LAND OFFICE FOR FURTHER INFORMATION.

ORIGINAL MENTAL HEALTH GRANT LAND (MH) NOT SHADED AS MENTAL
HEALTH TRUST LAND AND NOT CONVEYED TO A THIRD PARTY PRIOR
TO JUNE 24, 1994 IS REDESIGNATED AS GENERAL GRANT LAND
PURSUANT TO SECTIONS 6 AND 7, CHAPTER 1, SSSLA 1994.

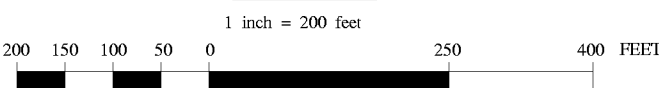


VICINITY MAP



GRAPHIC ILLUSTRATION ONLY.
SOURCE DOCUMENTS REMAIN THE OFFICIAL RECORD.
CONSULT LAND ADMINISTRATION SYSTEM (LAS)
CASEFILE FOR ADDITIONAL INFORMATION.

SCALE



ATTENTION STATUS PLAT USERS: ON THIS PLAT, ALL STATUS
LINES CLOSE FOR ACTIONS THAT EXTEND INTO ADJACENT TOWNSHIPS;
THIS INCLUDES STATUS LINES SUCH AS DISPOSAL, MUNICIPAL, TITLE
CLASSIFICATION, ETC. PLEASE REFER TO ADJACENT TOWNSHIPS OR LAS
TO DETERMINE IF ACTIONS EXTEND BEYOND THE BOUNDARIES SHOWN ON
THIS PLAT. REMEMBER TITLE, CLASSIFICATION, AND RESTRICTION LINES
ALWAYS CLOSE ON ALL PLATS.

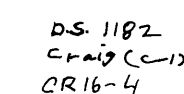


A PRODUCT OF THE
STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES
LAND RECORDS INFORMATION SECTION

PLAT CURRENT TO 06/16/2005, REFER TO THE DNR
STATUS PLAT TRACKING SYSTEM (NP45/NP62) FOR
OTHER PENDING ACTIONS ON THIS TOWNSHIP/PLAT

CHECKED BY: TERI MOODY

SE 1/4
SEC 5
LE
TWP 71S
RNG 86E
CRM

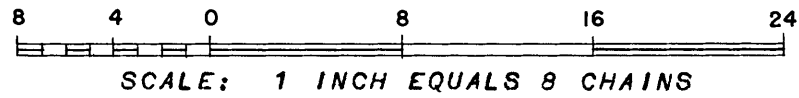


U. S. SURVEY
No. 2673, ALASKA

MEYERS CHUCK ELIMINATION
FROM THE
TONGASS NATIONAL FOREST

SITUATE
ON NORTHEAST SIDE OF CLARENCE STRAIT, ALASKA

AREA; 495.70 ACRES.
LATITUDE 55°44'35"N., LONGITUDE 132°15'00"W.
AT U.S.L.M. NO.2573



SURVEYED BY
F. W. WILLIAMSON, CADASTRAL ENGINEER
APRIL 29, 1946 TO MAY 3, 1946

UNDER AUTHORITY OF SPECIAL INSTRUCTIONS
DATED MAY 5, 1945 AND APPROVED BY THE GENERAL
LAND OFFICE MAY 19, 1945.

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
PUBLIC SURVEY OFFICE
JUNEAU, ALASKA, OCTOBER 10, 1947

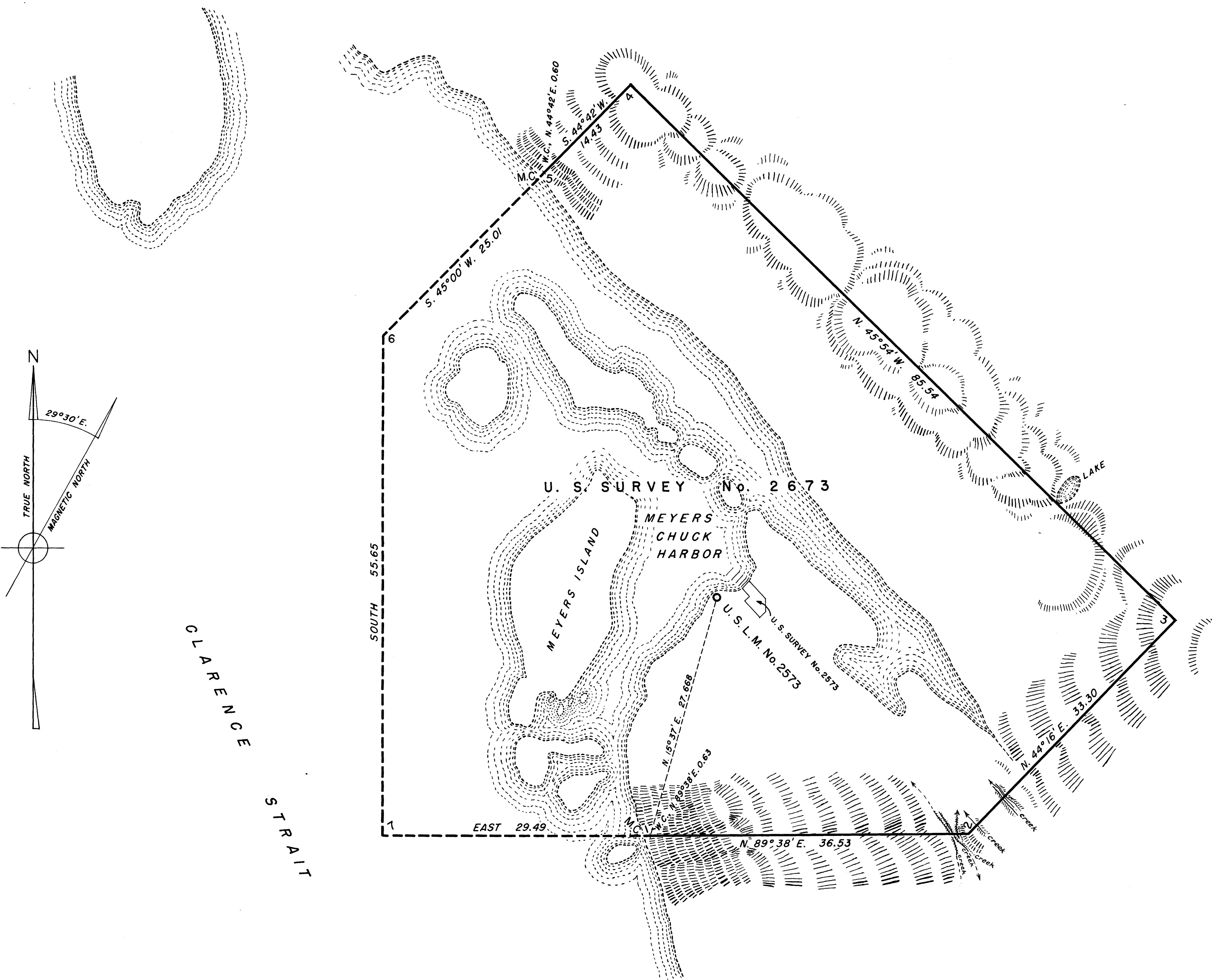
I HEREBY CERTIFY THAT THIS PLAT OF U. S.
SURVEY NO. 2673, ALASKA, IS STRICTLY CONFORMABLE
TO THE FIELD NOTES OF SAID SURVEY WHICH HAVE BEEN
EXAMINED AND APPROVED.

Geo. A. Parks
REGIONAL CADASTRAL ENGINEER.

WASHINGTON D.C., JULY 7, 1948

THE SURVEY REPRESENTED BY THIS PLAT HAVING
BEEN CORRECTLY EXECUTED IN ACCORDANCE WITH THE
REQUIREMENTS OF LAW AND THE REGULATIONS OF THIS
OFFICE, IS HEREBY ACCEPTED.

FOR THE DIRECTOR,
William F. Richards
ACTING CHIEF, BRANCH OF SURVEYS.



**STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF MINING, LAND AND WATER
Southeast Regional Office, 400 Willoughby, P.O. Box 111020
Juneau, AK 99811-1020, (907) 465-3400**

ADL No. 108078

LEASE AGREEMENT

Effective this ____ day of _____, _____, this lease agreement is entered into by the State of Alaska, hereafter referred to as "lessor," and Robert Meyer III, hereafter referred to as "lessee," whether one or more, whose sole addresses for purposes of notification under this lease agreement are listed in section 28.

The lessor and the lessee agree that this lease, including all attachments and documents that are incorporated in this lease by reference, contains the entire agreement between the parties, and each of the covenants and conditions in this lease including any attachments will be binding upon the parties and upon their respective successors and assigns. The lessor and the lessee further agree that this lease is conditioned upon satisfactory performance by the lessor and the lessee of all covenants and conditions contained in this lease.

The lessee is aware of the provisions of Title 38, Alaska Statutes, Title 11, Alaska Administrative Code, and other applicable laws, regulations, and ordinances, and fully understands the duties and obligations of the lessee under this lease, and the rights and remedies of the lessor.

This lease is subject to all applicable state, federal, and municipal statutes, regulations, and ordinances in effect on the effective date of this lease, and insofar as is constitutionally permissible, to all statutes, regulations, and ordinances placed in effect after the effective date of this lease. A reference to a statute, regulation, or ordinance in this lease includes any change in that statute, regulation, or ordinance, whether by amendment, repeal and replacement, or other means. This lease does not limit the power of the State of Alaska, its political subdivisions, or the United States of America to enact and enforce legislation or to adopt and enforce regulations or ordinances affecting, directly or indirectly, the activities of the lessee or its agents in connection with this lease or the value of the interest held under this lease. In case of conflicting provisions, statutes, regulations, and ordinances take precedence over this lease. This lease shall not be construed as a grant or recognition of authority for promulgation or adoption of municipal ordinances that are not otherwise authorized.

1. Grant. This lease is issued under the authority of 38.05.075 (c), for a term of 20 year(s) beginning on the ____ day of _____ and ending at 12 o'clock midnight on the ____ day of _____, 20__ unless sooner terminated, subject to: compensation as specified in section 2; and the attached stipulations, if any, incorporated in and made a part of this lease, for the following, hereafter referred to as the "leasehold":

Alaska Tideland Survey or Alaska State Land Survey No. 1122, containing approximately 0.40 acres more or less, according to the survey plat filed in the Ketchikan Recording District on January 20, 1988 as Plat No. 88-1.

Excepting and reserving any general reservations to the lessor that are required by law and that may be stated elsewhere in this lease, and the following, which the state reserves for itself and others:

All platted easements and reservations and all valid existing rights.

This lease is subject to:

Attachment 1, Approved Development Plan attached to and made part of this lease agreement.

Additional Stipulations, attached to and made part of this lease agreement.

2. Compensation. (a) The lessee shall pay to the lessor compensation as follows, without the necessity of any billing by the lessor: _____. The lessor may, upon 10 days' notice, review and copy any records of the lessee that are necessary to verify the lessee's compliance with this paragraph.

(b) In accordance with AS 38.05.105, the lease compensation is subject to adjustment by the lessor at the commencement of the sixth year of the term and every fifth year thereafter (the "adjustment date"). The compensation adjustment takes effect on the applicable adjustment date, regardless of whether the adjustment determination occurs before or after that date. All reasonable costs of the adjustment, including reappraisal if required by the lessor, will be borne by the lessee.

3. Denial of Warranty. The lessor makes no warranty, express or implied, nor assumes any liability whatsoever, regarding the social, economic, or environmental aspects of the leasehold, including, without limitation, the soil conditions, water drainage, access, natural or artificial hazards that may exist, or the profitability or fitness of the leasehold for any use. The lessee represents that the lessee has inspected the leasehold and determined that the leasehold is suitable for the use intended, or has voluntarily declined to do so, and accepts the leasehold "as is" and "where is."

4. Use of Leasehold. Prior to execution of this lease and to commencing use or development of the leasehold, the lessee shall submit a development plan for the leasehold to the lessor and obtain the lessor's approval of the plan. Any use or development of the leasehold must be consistent with the development plan approved by the lessor. Any proposed revisions to the development plan must be submitted to the lessor for approval before any change in use or development occurs. The lessee shall use and occupy the leasehold in compliance with the approved development plan and all applicable laws, regulations, ordinances, and orders that a public authority has put into effect or may put into effect, including those of a building or zoning authority and those relating to pollution and sanitation control. The lessee may not permit any unlawful occupation, business, or trade to be conducted on the leasehold. The lessee shall properly locate all activities and improvements on the leasehold, and may not commit waste of the parcel. The lessee shall maintain and repair the leasehold including improvements in a reasonably neat and clean condition, and shall take all necessary precautions to prevent or suppress grass, brush, or forest fires, and to prevent erosion, unreasonable deterioration, or destruction of the land or improvements. The lessee agrees not to place any aboveground or underground fuel or chemical tanks on the leasehold without the prior written approval of the lessor.

5. Encumbrance of Leasehold. The lessee may not encumber or cloud the lessor's title to the

leasehold, or any portion of the leasehold, nor enter into any lease, easement, or other obligation of the lessor's title without the prior written approval of the lessor.

6. Assignment of Interest. The lessee may not assign or sublet any interest held under this lease, including a security interest, without the prior written approval of the lessor. The lessor may approve such assignment or subletting if the lessor finds it to be in the best interest of the state. No such assignment or subletting will be effective until approved by the lessor in writing, and the assignee agrees to be subject to and governed by the provisions of this lease, any subsequent amendments to this lease, any additional stipulations, or reappraisal as deemed appropriate by the lessor, and all applicable laws, regulations, and ordinances in the same manner as the original lessee. No assignment or subletting of the leasehold, or any portion thereof, by the lessee will annul the lessee's obligation to pay the compensation required for the full term of this lease. Except as provided in this lease, no subdivision of the leasehold interest may occur without the prior written approval of the lessor.

7. Conditional Lease. If all or part of the leasehold has been tentatively approved, or approved, but not yet patented, by the United States to the lessor, then this lease will be conditioned upon receipt by the lessor of such patent. If for any reason the lessor does not receive patent, any compensation paid to the lessor under this lease will not be refunded. Any prepaid compensation for land to which patent is denied the lessor will be refunded to the lessee of record in the amount of the pro-rata portion of the unexpired term. The lessor will have no further liability to the lessee for the termination of the lease.

8. Payment of Taxes and Assessments. The lessee shall pay prior to delinquency all taxes and assessments accruing against the leasehold.

9. Section Line Rights-of-Way. If the leasehold borders on or includes one or more section lines, the lessor hereby expressly reserves unto itself and its successors and assigns a right-of-way or rights-of-way pursuant to AS 19.10.010.

10. Navigable and Public Waters. (a) Pursuant to AS 38.05.127 and 11 AAC 53.330, the lessor reserves a public access easement to and along all public or navigable water bodies that border on or are included in this leasehold. No public access easement may be obstructed or otherwise rendered incapable of reasonable use for the purposes for which it was reserved. No public access easement may be vacated, abandoned, or extinguished without the prior written approval of the lessor.

(b) The Public Trust Doctrine guarantees public access to, and the public right to use, navigable and public waters and the land beneath them for navigation, commerce, fishing, and other purposes. This lease is issued subject to the principles of the Public Trust Doctrine regarding navigable or public waters. The lessor reserves the right to grant other interests to the leasehold consistent with the Public Trust Doctrine.

11. Condemnation of Leasehold or Improvements. If the whole or any part of the leasehold is taken by any authorized body or person vested with the power of eminent domain, by negotiation, court action, or otherwise, the following provisions control:

(1) Taking of the entire leasehold. If all of the leasehold is taken by condemnation, this lease and all rights of the lessee will immediately terminate, and the compensation will be adjusted so that it is

due only until the date the lessee is required to surrender possession of the leasehold. The lessor is entitled to all the condemnation proceeds, except that the lessee will be paid the portion of the proceeds attributable to the fair market value, as determined in the condemnation proceedings, of any buildings or improvements taken that were placed on the condemned leasehold by the lessee in accordance with the approved development plan.

(2) Taking of substantial part of the leasehold. If the taking is of a substantial part of the leasehold, the following rules apply:

(A) If the taking by condemnation reduces the ground area of the leasehold by at least 30 percent or materially affects the use being made by the lessee of the leasehold, the lessee has the right to elect to terminate the lease by written notice to the lessor not later than 180 days after the date of taking.

(B) If the lessee elects to terminate, the provisions in subsection (1) of this section govern the condemned portion of the leasehold and the covenants and conditions of the lease govern disposal of the remainder of any buildings or improvements made by the lessee in accordance with the approved development plan.

(C) If the lessee does not elect to terminate, the lease continues and the lessor is entitled to the full condemnation proceeds except the portion attributable to the fair market value, as determined in the condemnation proceedings, of any buildings or improvements taken that were placed on the condemned portion of the leasehold by the lessee in accordance with the approved development plan. Compensation at the existing rate will terminate on the date the lessee is required to surrender possession of the condemned portion of the leasehold. Except as it may be adjusted from time to time under the covenants and conditions of the lease and applicable statutes, compensation for the balance of the term will be adjusted by the lessor to reflect the taking.

(3) Taking of insubstantial part of the leasehold. If the taking by condemnation reduces the ground area of the leasehold by less than 30 percent and the lessor determines that the taking is of such an insubstantial portion that the lessee's use of the leasehold is not materially affected, the lessee may not elect to terminate the lease and the compensation provisions of subsection 2(C) of this section will govern.

12. Valid Existing Rights. This lease is subject to all valid existing rights, including easements, rights-of-way, reservations, or other interests in land in existence on the date of execution of this lease.

13. Inspection. The lessor will have reasonable access to the leasehold for purposes of inspection.

14. Mineral Reservations. This lease is subject to the reservations required by AS 38.05.125 and the rights and obligations imposed by AS 38.05.130.

15. Concurrent Use. This lease is subject to reasonable concurrent uses as provided under Article VIII, Section 8 of the Constitution of the State of Alaska. The concurrent user who is found to be at fault for damage or injury arising from noncompliance with the terms governing the user's concurrent use is liable for damages and the user's interest is subject to forfeiture or termination by

the lessor. In this context, the term "concurrent user" includes the lessee and any other person or entity who lawfully uses the land subject to this lease, but does not include the State of Alaska.

16. Surface Resources. Unless otherwise provided by this lease or other written authorization, the lessee may not sell or remove from the leasehold any timber, stone, gravel, peat moss, topsoil, or any other material valuable for building or commercial purposes. Material required for the development of the leasehold may be used only in compliance with the approved development plan.

17. Appropriation or Disturbance of Waters. During the term of this lease, the lessee will have the right to apply for an appropriation of ground or surface water on the leasehold in accordance with AS 46.15 and 11 AAC 93.060.

18. Acquisition of Rights or Interests. Any right or interest acquired during the term of this lease and accruing to the benefit of the leasehold will remain appurtenant to the leasehold, and may not be severed or transferred from the leasehold without the prior written approval of the lessor. In the event of termination or forfeiture of this lease, any such right or interest will vest in the lessor.

19. Land Alterations Due to Natural or Artificial Causes. The interest described in this lease constitutes the entire leasehold. If, through natural or artificial causes, accretion or reliction of land occurs contiguous to the leasehold, the Lessee has no right to occupy or use the accreted land unless a separate lease is entered with the Lessor with respect to such lands. The rules of law usually applicable to accretion or reliction of land do not apply to this lease, nor to the interest described in this lease.

20. Waiver or Forbearance. The receipt of compensation by the lessor, with or without knowledge of any default on the part of the lessee, is not a waiver of any provision of this lease. No failure on the part of the lessor to enforce a covenant or condition of this lease, nor the waiver of any right under this lease by the lessor, unless in writing, will discharge or invalidate the application of such covenant or condition. No forbearance or written waiver affects the right of the lessor to enforce any covenant or condition in the event of any subsequent default. The receipt of compensation by the lessor after termination or any notice of termination will not reinstate, continue, or extend this lease, or destroy, or in any manner impair the validity of any notice of termination that may have been given prior to receipt of the compensation, unless specifically stated by the lessor in writing.

21. Default and Remedies. (a) Time is of the essence in this lease. If the lessee defaults on the performance of any of the covenants or conditions of this lease, and the default is not remedied within 60 days after the lessor issues written notice of such default to the lessee and to the holder of a security interest in the leasehold approved by the lessor, or within any additional period the lessor allows for good cause, the lessee will be subject to legal or any other administrative action deemed appropriate by the lessor, including termination of this lease. The lessor may, in the notice of the default or in a separate written notice, state that if the default is not remedied, this lease shall terminate on a date certain, which shall be at least 60 days after issuance of the notice of default. Upon the date specified in such notice, unless the default has been remedied, the lease shall expire automatically without further notice or action by the lessor and this lease and all rights of the lessee under the lease shall terminate. Upon termination of the lease the lessor shall have an immediate right to possession of the leasehold and any possession by the lessee shall be unlawful. It is specifically agreed that no judicial action shall be necessary to terminate this lease or to allow the lessor to retake possession in the event of default by the lessee. No improvements may be removed

from the leasehold while the lease is in default except with the lessor's prior written approval. If this lease is terminated for default, all compensation paid by the lessee is forfeited to the lessor. The lessor is not liable for any expenditures made or undertaken by the lessee under this lease. Any costs or fees, including attorney's fees, reasonably incurred by the lessor for the enforcement of this lease, shall be added to the obligations due and payable by the lessee.

(b) The rights, if any, of third-party security interest holders or lienholders are controlled solely by AS 38.05.103 and 11 AAC 58.590. If the lessee fails to remedy the default within the time allowed in subsection (a) of this section, the holder of an approved security interest who has received notice under subsection (a) of this section may remedy the default. The holder shall act within 60 days from the date of receipt of notice under subsection (a) of this section, or within any additional period the lessor allows for good cause.

(c) The lessor may, at the lessor's option, following the lessee's default and failure to remedy, or after termination of this lease due to such default and failure to remedy, accelerate the unpaid compensation for the remainder of the term of this lease. The lessee's obligation to pay such accelerated rent to the lessor survives termination of this lease.

(d) If this lease is terminated, or all or any portion of the leasehold is abandoned by the lessee, the lessor may immediately enter, or re-enter and take possession of the leasehold, and without liability for any damage, remove all persons and property from the leasehold and may, if necessary, use summary proceedings or an action at law. The words "enter" and "re-enter" as used are not restricted to their technical legal meaning. Any entry, re-entry, possession, repossession, or dispossession by the lessor, whether taken with or without judicial action, does not absolve, relieve, release, or discharge the lessee, either in whole or part, of any liability under the lease.

(e) The lessor, upon or at any time after giving written notice of any default, may enter or re-enter the leasehold to remedy any default by the lessee or exercise any right given under this lease, all without the intervention of any court being required. The curing of such default shall not be deemed for any purpose to be for the benefit of the lessee.

(f) At any time after termination of this lease, the lessor may re-let the leasehold, or any part thereof, in the name of the lessor for such term and on such conditions as the lessor may determine, and may collect and receive the compensation therefor. The lessor shall not be responsible or liable for failure to re-let the leasehold or for any failure to collect any compensation due upon such re-letting, nor shall the lessor be required to account for or pay to the lessee any excess compensation received as a result of such re-letting. The lessee shall be liable for any deficiency, and for all costs, expenses, and fees incurred by the lessor arising out of the default, including the lessor's efforts to re-let the leasehold.

(g) No right or remedy conferred upon or reserved to the lessor in this lease or by statute, or existing in law or equity, is intended to be exclusive of any other right or remedy, and each and every right shall be cumulative.

22. Disposition of Improvements and Chattels After Termination. AS 38.05.090 will govern disposition of any lessor-approved chattels or improvements left on the leasehold after termination. At the lessor's sole option, improvements not approved by the lessor shall be removed from the leasehold and the site restored to its original condition at the lessee's sole expense, or be forfeited to

the lessor. The lessee shall be liable to the lessor for any costs, expenses, or damages arising out of the disposition of improvements not approved by the lessor, and may be required to pay rent on any improvements or chattels left on the parcel in accordance with 11 AAC 58.680.

23. Indemnity to Lessor. The lessee shall indemnify, defend, and hold the lessor harmless from and against all claims, demands, judgments, damages, liabilities, penalties, and costs, including attorney's fees, for loss or damage, including but not limited to property damage, personal injury, wrongful death, and wage, employment, or worker's compensation claims, arising out of or in connection with the use or occupancy of the leasehold by the lessee or by any other person holding under the lessee, or at the lessee's sufferance or invitation; and from any accident or fire on the leasehold; and from any nuisance made or suffered on the leasehold; and from any failure by the lessee to keep the leasehold in a safe and lawful condition consistent with applicable laws, regulations, ordinances, or orders; and from any assignment, sublease, or conveyance, attempted or successful, by the lessee of all or any portion of the leasehold or interest therein contrary to the covenants and conditions of this lease. The lessee holds all goods, materials, furniture, fixtures, equipment, machinery, and other property whatsoever on the parcel at the sole risk of the lessee, and shall defend, indemnify and hold the lessor harmless from any claim of loss or damage by any cause whatsoever, including claims by third parties.

24. Insurance. If required by the lessor, the lessee shall obtain insurance in an amount determined by the lessor to be sufficient. The lessor shall be named as an additional insured party of any such insurance. The types and amount of insurance shall be specified in the attached stipulations made a part of this lease agreement and may be adjusted periodically. The lessee shall maintain that insurance as long as required by the lessor. Any insurance acquired by the lessee for the purpose of providing insurance coverage under this lease must be issued by an insurer authorized to do business in the State of Alaska under the provisions of AS 21.09.010 and AS 21.27.010 for the type of policy being written.

25. Bonding. If required by the lessor, the lessee shall furnish a bond, cash deposit, certificate of deposit, or other form of security acceptable to the lessor in an amount determined by the lessor to be sufficient to ensure faithful performance of the covenants and conditions of this lease, and to cover the cost of site cleanup and restoration and any associated costs after termination of the lease. The amount and conditions of the bond shall be specified in the attached stipulations made a part of this lease agreement. The lessee shall maintain the bond as long as the lessor deems necessary, and in the amount required by the lessor, which amount may be adjusted periodically.

26. Environmental Compliance. (a) The lessee shall, at the lessee's own expense, comply with all existing and hereafter enacted environmental responsibility laws ("Environmental Laws"). The lessee shall, at the lessee's own expense, make all submissions to, provide all information to, and comply with all requirements of the appropriate governmental authority (the "Authority") under the Environmental Laws.

(b) Should the Authority require that a remedial action plan be prepared and that a remedial action be undertaken because of the presence of, or any disposal, release, spill, or discharge, or threatened disposal, release, spill, or discharge of or contamination by hazardous materials at the leasehold that occurs during the term of this lease or arises out of or in connection with the lessee's use or occupancy of the land described in section 1 of this lease, then the lessee shall, at the lessee's own expense, prepare and submit the required plans and financial assurances and carry out the approved

plans. The lessee's obligations under this section shall arise if there is any event or occurrence at the leasehold during the term of this lease, or arising out of or in connection with the lessee's use or occupancy of the land described in section 1 of this lease, that requires compliance with the Environmental Laws.

(c) At no expense to the lessor, the lessee shall promptly provide all information requested by the lessor for preparation of affidavits or other documents required by the lessor to determine the applicability of the Environmental Laws to the leasehold, and shall sign the affidavits promptly when requested to do so by the lessor.

(d) The lessee shall indemnify, defend, and hold harmless the lessor from all fines, penalties, suits, judgements, procedures, claims, demands, liabilities, settlements, and actions of any kind arising out of or in any way connected with the presence of or any disposal, release, spill, or discharge or any threatened disposal, release, spill, or discharge of or contamination by hazardous materials at the leasehold that occurs during the term of the lease or arises out of or in connection with the lessee's use or occupancy of the land described in section 1 of this lease; and from all fines, penalties, suits, judgements, procedures, claims, demands, liabilities, settlements, and actions of any kind arising out of the lessee's failure to provide all information, make all submissions, and take all steps required by the Authority under the Environmental Laws or any other law concerning any spill, discharge, or contamination that occurs during the term of this lease or arises out of or in connection with the lessee's use or occupancy of the land described in section 1 of this lease.

(e) The lessee agrees that it will not discharge or dispose of or suffer the discharge or disposal of any petroleum products, gasoline, hazardous chemicals, or hazardous materials into the atmosphere, ground, wastewater disposal system, sewer system, or any body of water.

(f) In any court action or administrative proceeding, in addition to all other applicable presumptions, it shall be rebuttably presumed that any environmental contamination of the leasehold (i) has been released on the leasehold; (ii) has resulted from acts or omissions of the lessee or its agents; and (iii) has occurred during the term of this lease. The lessee has the burden of rebutting the presumptions by clear and convincing evidence.

(g) This section of this lease does not in any way alter the State of Alaska's powers and rights or the lessee's duties and liabilities under Title 46 (or its successor) of the Alaska Statutes or other state, federal, or municipal statutes, regulations, or ordinances. For example, notwithstanding the provisions of this lease, the State of Alaska shall not be precluded from claiming under AS 46.03.822 that the lessee is strictly liable, jointly and severally, for damages and costs incurred by the state for clean up of contamination on the leasehold. The obligations and provisions of this section 26 shall survive the termination of this lease.

(h) As used in this lease, the term "hazardous materials" means any hazardous or toxic substance, material, or waste that is or becomes regulated by any municipal governmental authority, the State of Alaska, or the United States government.

27. Surrender of Leasehold. Upon the expiration, termination, or cancellation of this lease, the lessee shall peacefully leave and deliver up all of the leasehold in good, sanitary, and marketable condition, order, and repair.

28. Notices. (a) Any notice or demand by the lessee will be made by hand delivery to the Director, Division of Mining, Land and Water, or by certified mail, postage prepaid, addressed as follows (or to a new address that the lessor designates in writing), with delivery occurring upon receipt by the lessor:

To the Lessor:

Division of Mining, Land and Water
Southeast Regional Office
400 Willoughby Ave., 4th Floor
PO Box 111020
Juneau, AK 99811-1020

(b) Any notice or demand by the lessor will be issued as provided in 11 AAC 02.040(c). If issuance is by mail, the notice or demand will be addressed as follows (or to a new address that the lessee or its successor in interest designates in writing):

To the Lessee:

Robert Meyer III
PO Box 10
Meyers Chuck, Alaska 99903

The lessor will issue a copy of any such notice or demand to each holder of a security interest in the leasehold whose assignment has been approved by the lessor under section 6 of this lease. Any security interest not approved as provided in section 6 is insufficient to require notice by the lessor under AS 38.05.103.

(c) Any notice or demand regarding the lease must be in writing and will be complete if given as set out above.

29. Penalty Charges. The lessee shall pay a fee for any late payment or returned check issued by the lessee as follows:

(1) Late Payment Penalty: The greater of either the fee specified in 11 AAC 05.010 or interest at the rate set by AS 45.45.010(a) will be assessed on a past-due account until payment is received by the lessor. Acceptance of a late payment or of a service charge for a late payment is subject to the lessor's rights under sections 20 and 21 of this lease.

(2) Returned Check Penalty: A returned check fee as provided in 11 AAC 05.010 will be assessed for any check on which the bank refuses payment. If the bank refuses payment, the default termination date remains the same. Late penalties under subsection (1) of this section shall continue to accumulate.

30. Modification. This lease may be modified or amended only by a document signed by both parties. Any purported amendment or modification has no legal effect until placed in writing and signed by both parties.

31. Choice of Law. This lease shall be construed under the laws of the State of Alaska. The lessee confers personal jurisdiction on the courts of the State of Alaska for any litigation under this lease.

32. Severability of Clauses of Lease Agreement. If any clause or provision of this lease is, in a final judicial proceeding, determined illegal, invalid, or unenforceable under present or future laws, then the lessor and the lessee agree that the remainder of this lease will not be affected, and in lieu of each clause or provision of this lease that is illegal, invalid, or unenforceable, there will be added as a part of this lease a clause or provision as similar in terms to the illegal, invalid, or unenforceable clause or provision as may be possible, legal, valid, and enforceable.

By signing this lease, the lessor and the lessee agree to be bound by its provisions.

LESSEE:

, Lessee

LESSOR:

, Southeast Regional Manager

STATE OF ALASKA)
) ss.
_____) Judicial District)

THIS IS TO CERTIFY THAT ON THIS _____ day of _____, _____, before me personally appeared _____, known to me to be the person named and who signed the foregoing lease and acknowledged voluntarily signing the same.

Notary Public in and for the State of Alaska
My commission expires: _____

STATE OF ALASKA)
) ss.
First Judicial District)

THIS IS TO CERTIFY THAT ON THIS _____ day of _____, _____, before me personally appeared _____, of the Division of Mining, Land and Water of the Department of Natural Resources of the State of Alaska, who executed the foregoing lease on behalf of the State of Alaska, and who is fully authorized by the State to do so.

Notary Public in and for the State of Alaska
My commission expires: _____

Approved as to form February 9, 1994, and September 25, 2001.

/s/ Elizabeth J. Barry, Assistant Attorney General

Recorder's Office: Return the recorded document to:

Alaska Department of Natural Resources
Division of Mining, Land & Water – Southeast Region
400 Willoughby Avenue, 4th Floor
PO Box 111020
Juneau, Alaska 99811-1020.
State Business – No charge.

**LEASE AGREEMENT
ADL 108078
ADDITIONAL STIPULATIONS**

1. Authorized Officer. The Authorized Officer (AO) for the State of Alaska (State), Department of Natural Resources (DNR), Division of Mining, Land and Water (DMLW), is the Regional Manager or designee.
2. Valid Existing Rights. This authorization is subject to all valid existing rights and reservations in and to the authorized area. The State makes no representations or warranties, whatsoever, either expressed or implied, as to the existence, number, or nature of such valid existing rights.
3. Change of Contact Information. The grantee shall maintain current contact information with the AO. Any change of contact information must be submitted in writing to the AO.
4. Request for Information. The AO, at any time, may require the grantee to provide any information directly or indirectly related to this authorization, in a manner prescribed by the AO.
5. Compliance with Government Requirements. The grantee shall, at its expense, comply with all federal, state, and local laws, regulations, and ordinances directly or indirectly related to this authorization. The grantee shall ensure compliance by its employees, agents, contractors, subcontractors, licensees, or invitees.
6. Public Trust Doctrine. The Public Trust Doctrine guarantees public access to, and the public right to use, navigable and public waters and the land beneath them for navigation, commerce, fishing, and other purposes. This authorization is subject to the principles of the Public Trust Doctrine regarding navigable or public waters. The AO reserves the right to grant other interests consistent with the Public Trust Doctrine.
7. Alaska Historic Preservation Act. The Alaska Historic Preservation Act, AS 41.35.200, prohibits the appropriation, excavation, removal, injury, or destruction of any state owned historic, prehistoric, archaeological or paleontological site without written approval from the DNR Commissioner. Should any sites be discovered, the grantee shall cease any activities that may cause damage and immediately contact the AO and the Office of History and Archaeology in the Division of Parks and Recreation.
8. Preference Right. No preference right for subsequent authorizations is granted or implied by this authorization.
9. Destruction of Markers. The grantee shall protect all survey monuments, witness corners, reference monuments, mining claim posts, bearing trees, and unsurveyed corner posts against damage, destruction, or obliteration. The grantee shall notify the AO of any damaged, destroyed, or obliterated markers and shall reestablish the markers at the grantee's expense in accordance with accepted survey practices of the DMLW.
10. Notification of Discharge. The grantee shall immediately notify the Department of Environmental Conservation (DEC) and AO by phone of any unauthorized discharge of oil to water, any discharge of hazardous substances (other than oil), and any discharge of oil greater than 55 gallons on land. All fires and explosions must also be reported immediately.

If a discharge, including a cumulative discharge, of oil is greater than 10 gallons but less than 55 gallons, or a discharge of oil greater than 55 gallons is made to an impermeable secondary containment area, the grantee shall report the discharge within 48 hours. Any discharge of oil greater than one gallon up to 10 gallons, including a cumulative discharge, solely to land, must be reported in writing on a monthly basis.

Notification of discharge during normal business hours must be made to the nearest DEC Area Response Team: Anchorage (907) 269-7500, fax (907) 269-7687; Fairbanks (907) 451-2121, fax (907) 451-2362; Juneau (907) 465-5340, fax (907) 465-5245. For discharges in state off shore waters call (907) 269-0667. The DEC oil spill report number outside normal business hours is (800) 478-9300.

Notification of discharge must be made to the appropriate DNR Office: Anchorage (907) 269-8503, fax (907) 269-8913; Fairbanks (907) 451-2678, fax (907) 451-2751, email dnr.nro.spill@alaska.gov; Juneau (907) 465-3400, fax (907) 465-3886. The grantee shall supply the AO with all incident reports.

11. Incurred Expenses. The grantor shall in no way be held liable for expenses incurred by the grantee connected with the activities directly or indirectly related to this authorization.
12. Penalty Charges. Late Payment Penalty Charges: The grantee shall pay a fee for any late payment. The amount is the greater of either \$50.00 or interest accrued daily at the rate of 10.5% per annum and will be assessed on each past-due payment until paid in full.

Returned Check Penalty: A returned check penalty of \$50.00 will be charged for any check on which the bank refuses payment. Late payment penalties shall continue to accrue.

13. Proper Location. This authorization is for activities on state lands or interests managed by DMLW. It does not authorize any activities on private, federal, native, and municipal lands, or lands which are owned or solely managed by other offices and agencies of the State of Alaska. The grantee is responsible for proper location within the authorized area.
14. Site Maintenance. The authorized area shall be maintained in a neat, clean, and safe condition, free of any solid waste, debris, or litter, except as specifically authorized herein.
15. Maintenance of Improvements. The grantor is not responsible for maintenance of authorized improvements or liable for injuries or damages related to those improvements. No action or inaction of the grantor is to be construed as assumption of responsibility.
16. Inspections. The AO shall have reasonable access to the authorized area for inspection, which may be conducted without prior notice. If the grantee is found to be in noncompliance the authorized area may be subject to reinspection. The grantee may be charged for actual expenses of any inspection.
17. Amendment or Modification. The grantee may request an amendment or modification of this authorization, the grantee's request must be in writing. Any amendment or modification must be approved by the AO in advance, and may require additional fees and changes to the terms of this authorization.
18. Development Plan. Development shall be limited to the authorized area and improvements specified in the approved development plan or subsequent modifications approved by the AO. The grantee is responsible for accurately siting development and operations within the authorized area. Any proposed revisions to the development plan must be approved in writing by the AO before the change in use or development occurs.
19. Public Access. The construction, operation, use, and maintenance of the authorized area shall not interfere with public use of roads, trails, waters, landing areas, and public access easements. The ability to use or access state land or public waters may not be restricted in any manner. However, if a specific activity poses a safety concern, the AO may allow the restriction of public access for a specific period of time. The grantee is required to contact the AO in advance for approval. No restriction is allowed unless specifically authorized in writing by the AO.

20. Waste disposal. On-site refuse disposal is prohibited, unless specifically authorized. All waste generated during operation, maintenance, and termination activities under this authorization shall be removed and disposed of at an off-site DEC approved disposal facility. Waste, in this paragraph, means all discarded matter, including but not limited to human waste, trash, garbage, refuse, oil drums, petroleum products, ashes and discarded equipment.
21. Fire Prevention, Protection and Liability. The grantee shall take all reasonable precautions to prevent and suppress forest, structure, brush and grass fires, and shall assume full liability for any damage to state land and structures resulting from the negligent use of fire. The State is not liable for damage to the grantee's personal property. To report a wildfire, call 911 or 1-800-237-3633.
22. Waiver of Forbearance. Any failure on the part of the AO to enforce the terms of this authorization, or the waiver of any right under this authorization by the grantee, unless in writing, shall not discharge or invalidate the authorization of such terms. No forbearance or written waiver affects the right of the AO to enforce any terms in the event of any subsequent violations of terms of this authorization.

The receipt of compensation by the AO, with or without knowledge of any default on the part of the grantee, is not a waiver of any provision of this authorization. The receipt of compensation by the AO after termination or any notice of termination will not reinstate, continue, or extend this authorization, or destroy or in any manner impair the validity of any notice of termination, unless specifically stated by the AO in writing.

23. Severability Clause. If any clause or provision of this authorization is, in a final judicial proceeding, determined illegal, invalid, or unenforceable under present or future laws, then the grantor and the grantee agree that the remainder of this authorization will not be affected, and in lieu of each clause or provision of this authorization that is illegal, invalid, or unenforceable, there will be added as a part of this authorization a clause or provision as similar in terms to the illegal, invalid, or unenforceable clause or provision as may be possible, legal, valid, and enforceable.

PROCEEDINGS**MINUTES****WRANGELL SCHOOL BOARD
REGULAR MEETING****August 19, 2019 6:30 PM
Evergreen Elementary School Room 101**

Acting School Board President Aaron Angerman called the regular meeting of the Wrangell Public School Board to order at 6:33 P.M. on August 19, 2019.

CALL TO ORDER

A quorum was determined with the following school board members present: Aaron Angerman, Annya Ritchie, and David Wilson. Aleisha Mollen and Jessica Rooney were absent. Also present was Student Representative, Jade Balansag, Superintendent Debbe Lancaster, and Recording Secretary Kimberly Powell.

DETERMINE QUORUM

The Pledge of Allegiance was recited, led by School Board Member Annya Ritchie

PLEDGE OF ALLEGIANCE

The District Mission, Vision and Values were recited by Board Member David Wilson.

**DISTRICT MISSION, VISION AND
VALUES**

The agenda was approved as presented.

APPROVAL OF AGENDA

There were no guests to be heard.

GUESTS TO BE HEARD

There was no correspondence to review.

REVIEWED CORRESPONDENCE

Information & Reports were accepted by unanimous consent.

**ACCEPTED INFORMATION &
REPORTS**

Motion to approve the items on the consent agenda by Annya Ritchie; seconded by David Wilson. Poll vote: Jade Balansag: Yes; David Wilson: Yes; Annya Ritchie: Yes; Aaron Angerman: Yes. Motion approved.

**APPROVED THE ITEMS
ON THE CONSENT
AGENDA**

- Approved the minutes of the June 17, 2019 Regular Board Meeting and the July 11, 2019 Special School Board Meeting as presented
- Offered Jack Carney a contract addendum to teach Strength Training during zero hour for the 2019-2020 school year
- Offered Drew Larrabee an extracurricular contract as Head Cross Country Running Coach pending a satisfactory drug test
- Offered Kimberly Cooper an extracurricular contract as Assistant Cross Country Running Coach pending receipt of a criminal background check and satisfactory drug test
- Approved the hire of Kimberly Cooper as paraprofessional, pending receipt of a satisfactory criminal background check
- Approved the hire of Annabelle Slayton as paraprofessional, pending receipt of a satisfactory criminal background check
- Offered Mr. Daniel Powell a long-term substitute teaching contract at the appropriate placement on the salary schedule
- Presented the resignation of Issabella Crowley, Paraprofessional and Jennifer Davies, Cross Country Coach as an item of information

Motion to offer Nancy Guthrie a contract for Special Education Consulting during the 2019-2020 school year as presented by David Wilson; seconded by Annya Ritchie.

**TABLED ACTION ON
OFFERING NANCY
GUTHRIE A CONTRACT
FOR SPECIAL
EDUCATION
CONSULTING**

Motion to table action on this [motion] until the next board meeting by Annya Ritchie; seconded by David Wilson. Poll vote: Jade Balansag: Yes; David Wilson: Yes; Annya Ritchie: Yes; Aaron Angerman: Yes. Motion approved.

Motion to accept the "Readers are Leaders" grant award from Donor's Choice in the form of books valued at \$332.00 by Annya Ritchie, seconded by Dave Wilson. Poll vote: Jade Balansag: Yes; Annya Ritchie: Yes; David Wilson: Yes; Aaron Angerman: Yes. Motion approved.

**ACCEPTED THE
READERS ARE LEADERS
GRANT AWARD**

Motion to accept the Migrant Literacy Grant Award by Dave Wilson; seconded by Annya Ritchie. Poll vote: Jade Balansag: Yes; David Wilson: Yes; Annya Ritchie: Yes; Aaron Angerman: Yes. Motion approved.

**ACCEPTED THE MIGRANT
LITERACY GRANT
AWARD**

Motion to accept the SRSA Grant Award in the amount of \$8,802.00 by David Wilson, seconded by Annya Ritchie. Poll vote: Jade Balansag: Yes; David Wilson: Yes; Annya Ritchie: Yes; Aaron Angerman: Yes. Motion approved.

**ACCEPTED THE SRSA
GRANT AWARD**

Motion to enter into a Memorandum of Agreement with the Wrangell Teachers' Association regarding the hire of the K-12 Generalist Teacher by David Wilson; seconded by Annya Ritchie. Poll vote: Jade Balansag: Yes; David Wilson: Yes; Annya Ritchie: Yes; Aaron Angerman: Yes. Motion approved.

**ENTERED INTO A
MEMORANDUM OF
AGREEMENT WITH THE
WTA REGARDING THE
HIRE OF THE K-12
GENERALIST
OFFERED TAWNEY
CROWLEY A TEACHING
CONTRACT FOR THE
2019-2020 SCHOOL YEAR**

Motion to offer Ms. Tawney Crowley a teaching contract for the 2019-2020 school year with appropriate placement on the salary schedule by David Wilson; seconded by Annya Ritchie. Poll vote: Jade Balansag: Yes; Annya Ritchie: Yes; David Wilson: Yes; Aaron Angerman: Yes. Motion approved.

Motion to accept the second reading of Board Policy 7012, Communications to and from the Board for inclusion in the policy manual by David Wilson; seconded by Annya Ritchie. Poll vote: Jade Balansag: Yes; David Wilson: Yes; Annya Ritchie: Yes; Aaron Angerman: Yes. Motion approved.

**ACCEPTED THE SECOND
READING OF BOARD
POLICY 7012,
COMMUNICATIONS TO
AND FROM THE BOARD**

Motion to accept the second reading of Board Policy 7132, Community Advisory Committees for inclusion in the policy manual by David Wilson; seconded by Annya Ritchie. Poll vote: Jade Balansag: Yes; David Wilson: Yes; Annya Ritchie: Yes; Aaron Angerman: Yes. Motion approved.

**ACCEPTED THE SECOND
READING OF BOARD
POLICY 7132,
COMMUNITY ADVISORY
COMMITTEES**

Motion to accept the first reading of Board Policy 4020, Drug, Tobacco and Alcohol-Free Workplace by David Wilson, seconded by Annya Ritchie. Poll vote: Jade Balansag: Yes; David Wilson: Yes; Annya Ritchie: Yes; Aaron Angerman: Yes. Motion approved.

**ACCEPTED THE FIRST
READING OF BOARD
POLICY 4020, DRUG,
TOBACCO AND
ALCOHOL-FREE
WORKPLACE**

Motion to accept the first reading of Board Policy 4119.26, Employee Technology Usage as presented by David Wilson; seconded by Annya Ritchie. Poll vote: Jade Balansag: Yes; Annya Ritchie: Yes; David Wilson: Yes; Aaron Angerman: Yes. Motion approved.

**ACCEPTED THE FIRST
READING OF BOARD
POLICY 4119.26,
EMPLOYEE
TECHNOLOGY USAGE**

Motion to accept the first reading of Board Policy 4218, Classified Employee Dismissal, Suspension, Disciplinary Action by David Wilson; seconded by Annya Ritchie. Poll vote: Jade Balansag: Yes; David Wilson: Yes; Annya Ritchie: Yes; Aaron Angerman: Yes. Motion approved.

**ACCEPTED THE FIRST
READING OF BOARD
POLICY 4218,
CLASSIFIED EMPLOYEE
DISMISSAL,
SUSPENSION,
DISCIPLINARY ACTION
ACCEPTED THE FIRST
READING OF BOARD
POLICY 7270, CONFLICT
OF INTEREST**

Motion to accept the first reading of Board Policy 7270, Conflict of Interest using sample language from Petersburg School District by David Wilson; seconded by Annya Ritchie. Poll vote: Jade Balansag: Yes; David Wilson: Yes; Annya Ritchie: Yes; Aaron Angerman: Yes. Motion approved.

Motion to accept the first reading of Board Policy 7311, Board Policies as presented by David Wilson; seconded by Annya Ritchie. Poll vote: Jade Balansag: Yes; David Wilson: Yes; Annya Ritchie: Yes; Aaron Angerman: Yes. Motion approved.

**ACCEPTED THE FIRST
READING OF BOARD
POLICY 7311, BOARD
POLICIES**

Motion to accept the first reading of Board Policy 7321, [Executive Sessions] removing language that allows an executive session during a work session by David Wilson; seconded by Annya Ritchie. Poll vote: Jade Balansag: Yes; Annya Ritchie: Yes; David Wilson: Yes; Aaron Angerman: Yes. Motion approved.

**ACCEPTED THE FIRST
READING OF BOARD
POLICY 7321, EXECUTIVE
SESSIONS**

Motion to accept the first reading of Board Policy 7322, Agenda/Meeting Materials as presented by David Wilson; seconded by Annya Ritchie. Poll vote: Jade Balansag: Yes; David Wilson: Yes; Annya Ritchie: Yes; Aaron Angerman: Yes. Motion approved.

**ACCEPTED THE FIRST
READING OF BOARD
POLICY 7322,
AGENDA/MEETING
MATERIALS**

The School Board reviewed the following policies:

- Board Policy 2110, Organization Chart/Lines of Responsibility
- Board Policy 3310, Purchasing
- Board Policy 7314, Suspension of Policies, Rules and Regulations

**REVIEWED BOARD
POLICY**

Motion to accept the resignation of Aleisha Mollen, School Board Member, effective immediately by David Wilson; seconded by Annya Ritchie. Poll vote: Jade Balansag: Yes; Annya Ritchie: Yes; David Wilson: Yes; Aaron Angerman: Yes. Motion approved.

**ACCEPTED THE
RESIGNATION OF
ALEISHA MOLLEN,
SCHOOL BOARD
MEMBER**

PROCEEDINGS

**MINUTES
WRANGELL SCHOOL BOARD
SPECIAL MEETING****July 11, 2019; 5:00 PM****Evergreen Elementary School Room 101-Intermediate**

President Aleisha Mollen called the Special meeting of the Wrangell Public School Board to order at 5:01 PM on Thursday, July 11, 2019. **CALL TO ORDER**

A quorum was determined with the following school board members present: Aaron Angerman, Aleisha Mollen and Annya Ritchie. Jessica Rooney and Dave Wilson were absent, excused. Also present was Superintendent Lancaster and Recording Secretary Kimberly Powell. **DETERMINE QUORUM**

Motion to accept the Fiscal Year 2019 Final Budget Revision as presented by Aaron Angerman; seconded by Annya Ritchie. Poll vote: Aaron Angerman: Yes; Annya Ritchie: Yes; Aleisha Mollen: Yes. Motion approved. **ACCEPTED THE FY19 BUDGET REVISION**

Motion to accept the Fiscal Year 2020 Budget as revised for submittal to the State of Alaska Department of Education and Early Development by Aaron Angerman; seconded by Annya Ritchie. Poll vote: Aaron Angerman: Yes; Annya Ritchie: Yes; Aleisha Mollen: Yes. Motion approved. **ACCEPTED THE FY20 BUDGET REVISION FOR SUBMITTAL TO THE STATE OF ALASKA**

Meeting Adjourned at 5:25 P.M.

ADJOURNED AT 5:25 PM

SECRETARY/TREASURER

PROCEEDINGS

MINUTES
WRANGELL SCHOOL BOARD
REGULAR MEETING
 June 17, 2019 6:30 PM
 Evergreen Elementary School Gym

School Board President Aleisha Mollen called the regular meeting of the Wrangell Public School Board to order at 6:33 P.M. on June 17, 2019.

CALL TO ORDER

A quorum was determined with the following school board members present: Aaron Angerman, Annya Ritchie, David Wilson, and Aleisha Mollen. Jessica Rooney was absent, excused. Also present was Recording Secretary Kimberly Powell.

DETERMINE QUORUM

The Pledge of Allegiance was recited, led by School Board President Aleisha Mollen.

PLEDGE OF ALLEGIANCE

The District Mission, Vision and Values were recited by Board Member Annya Ritchie.

DISTRICT MISSION, VISION AND VALUES

The agenda was approved as presented, moving Ryan Howe's Special Education Coordinator Contract Addendum from the consent agenda to New Business Item #10.06 per the request of Board Member Wilson.

APPROVAL OF AGENDA

There were no guests to be heard.

GUESTS TO BE HEARD

There was no correspondence to review.

REVIEWED CORRESPONDENCE

Information & Reports were accepted by unanimous consent.

ACCEPTED INFORMATION & REPORTS

Motion to approve the items on the consent agenda as amended by Annya Ritchie; seconded by Aaron Angerman. Poll vote: David Wilson: Yes; Aaron Angerman: Yes; Annya Ritchie: Yes; Aleisha Mollen: Yes. Motion approved.

APPROVED THE ITEMS ON THE CONSENT AGENDA

- Approved the minutes of the May 20, 2019 Regular Board Meeting
- Approved the disposal of surplus inventory and removed it from the inventory data base as presented

Board President Aleisha Mollen appointed Jing O'Brien as the Student Representative to the Board for the 2019-2020 school year and Jade Balansag as alternate.

APPOINTED JING O'BRIEN AS STUDENT REPRESENTATIVE TO THE BOARD AND JADE BALANSAG AS ALTERNATE
ACCEPTED THE PROPOSAL FROM MICRO K-12 FOR NETWORK IMPROVEMENTS

Motion to accept the Proposal from Micro K-12 for network improvements as presented by Aaron Angerman; seconded by Annya Ritchie. Poll vote: Aaron Angerman: Yes; Annya Ritchie: Yes; David Wilson: Yes; Aleisha Mollen: Yes. Motion approved.

Motion to accept the second reading of Board Policy 5112.7, Jurisdiction of School Authorities for inclusion in the policy manual by Aaron Angerman; seconded by Annya Ritchie. Poll vote: Aaron Angerman: Yes; Annya Ritchie: Yes; David Wilson: Yes; Aleisha Mollen: Yes. Motion approved.

ACCEPTED THE SECOND READING OF BOARD POLICY 5112.7, JURISDICTION OF SCHOOL AUTHORITIES

Motion to accept the second reading of Board Policy 5121, Grades/Evaluation of Student Achievement as presented by Aaron Angerman; seconded by Annya Ritchie. Poll vote: David Wilson: Yes; Aaron Angerman: Yes; Annya Ritchie: Yes; Aleisha Mollen: Yes. Motion approved.

ACCEPTED THE SECOND READING OF BOARD POLICY 5121, GRADES/EVALUATION OF STUDENT ACHIEVEMENT

Motion to accept the second reading of Board Policy 5144.1, Suspension and Expulsion as presented by Aaron Angerman, seconded by David Wilson.

ACCEPTED THE SECOND READING OF BOARD POLICY 5144.1, GRADES/EVALUATION OF STUDENT ACHIEVEMENT

Motion to amend the original motion to read "to accept the second reading of Board Policy 5144.1, Suspension and Expulsion as amended" by David Wilson; seconded by Aaron Angerman. Poll vote: David Wilson: Yes; Aaron Angerman: Yes; Annya Ritchie: Yes; Aleisha Mollen: Yes. Motion approved.

Poll vote on the main motion: David Wilson: Yes; Aaron Angerman: Yes; Annya Ritchie: Yes; Aleisha Mollen: Yes. Motion approved.

Item g.

Motion to accept the second reading of Board Policy 6161.4, Student Technology Usage Policy for inclusion in the policy manual by Aaron Angerman; seconded by Annaya Ritchie. Poll vote: Aaron Angerman: Yes; Annaya Ritchie: Yes; David Wilson: Yes; Aleisha Mollen: Yes. Motion approved.

**ACCEPTED THE SECOND
READING OF BOARD
POLICY 6161.4, STUDENT
TECHNOLOGY USAGE**

Motion to accept the second reading of Board Policy 7010, Public Statements for inclusion in the policy manual by David Wilson; seconded by Aaron Angerman. Poll vote: Annaya Ritchie: Yes; David Wilson: Yes; Aaron Angerman: Yes; Aleisha Mollen: Yes. Motion approved.

**ACCEPTED THE SECOND
READING OF BOARD
POLICY 7010, PUBLIC
STATEMENTS**

Motion to accept the second reading of Board Policy 7125, Duties of Individual Board Members for inclusion in the policy manual by Aaron Angerman; seconded by Annaya Ritchie.

**ACCEPTED THE SECOND
READING OF BOARD
POLICY 7125, DUTIES OF
INDIVIDUAL BOARD
MEMBERS**

Motion to amend the original motion to read: "to accept the second reading of Board Policy 7125, Duties of Individual Board Members for inclusion in the policy manual as amended" by Aaron Angerman; seconded by Annaya Ritchie. Poll vote: David Wilson: Yes; Aaron Angerman: Yes; Annaya Ritchie: Yes; Aleisha Mollen: Yes. Motion approved.

Poll vote on the Main Motion: Poll vote: David Wilson: Yes; Aaron Angerman: Yes; Annaya Ritchie: Yes; Aleisha Mollen: Yes. Motion approved.

Motion to accept the first reading of Board Policy 7012, Communications to and from the Board as presented by Aaron Angerman; seconded by Annaya Ritchie. Poll vote: David Wilson: Yes; Aaron Angerman: Yes; Annaya Ritchie: Yes; Aleisha Mollen: Yes. Motion approved.

**ACCEPTED THE FIRST
READING OF BOARD
POLICY 7012,
COMMUNICATIONS TO
AND FROM THE BOARD**

Motion to accept the first reading of Board Policy 7132, Community Advisory Committees as requested by the Elementary Advisory Committee by Aaron Angerman; seconded by Annaya Ritchie. Poll vote: Aaron Angerman: Yes; Annaya Ritchie: Yes; David Wilson: Yes; Aleisha Mollen: Yes. Motion approved.

**ACCEPTED THE FIRST
READING OF BOARD
POLICY 7132,
COMMUNITY ADVISORY
COMMITTEES**

Motion to approve a one-year extension of the contract with Etolin Bus Company for student transportation as presented by Aaron Angerman; seconded by Annaya Ritchie. Poll vote: Annaya Ritchie: Yes; David Wilson: Yes; Aaron Angerman: Yes; Aleisha Mollen: Yes. Motion approved.

**APPROVED A ONE-YEAR
EXTENSION OF THE
CONTRACT WITH ETOLIN
BUS COMPANY FOR
STUDENT
TRANSPORTATION
APPROVED THE UPWARD
BOUND GRANT
APPLICATION**

Motion to approve the Upward Bound Grant Application as presented by David Wilson; seconded by Aaron Angerman. Poll vote: David Wilson: Yes; Aaron Angerman: Yes; Annaya Ritchie: Yes; Aleisha Mollen: Yes. Motion approved.

Motion to offer Ryan Howe a contract addendum in the amount of \$5,000.00 to complete the duties of Special Education Coordinator for the 2018-2019 school year by Aaron Angerman; seconded by Annaya Ritchie.

**OFFERED RYAN HOWE A
CONTRACT ADDENDUM
TO COMPLETE THE
DUTIES OF SPECIAL
EDUCATION
COORDINATOR**

Motion to amend the original motion to read: "to complete the duties of Special Education Coordinator for the 2019-2020 school year" by Annaya Ritchie; seconded by Aaron Angerman. Poll vote: Aaron Angerman: Yes; Annaya Ritchie: Yes; David Wilson: Yes; Aleisha Mollen: Yes. Motion approved.

Poll vote on the Main Motion: Poll vote: Annaya Ritchie: Yes; David Wilson: Yes; Aaron Angerman: Yes; Aleisha Mollen: Yes. Motion approved.

Reviewed the upcoming dates and meeting announcements.

**REVIEWED DATES & MTG
ANNOUNCEMENTS**

There were no Board Member Activity Reports.

**BOARD MEMBER COMMUNITY
ACTIVITY REPORTS**

Meeting Adjourned at 8:33 P.M.

ADJOURNED AT 8:33 P.M.


SCHOOL BOARD SECRETARY

PROCEEDINGS

**MINUTES
WRANGELL SCHOOL BOARD
SPECIAL MEETING****July 11, 2019; 5:00 PM****Evergreen Elementary School Room 101-Intermediate**

President Aleisha Mollen called the Special meeting of the Wrangell Public School Board to order at 5:01 PM on Thursday, July 11, 2019. **CALL TO ORDER**

A quorum was determined with the following school board members present: Aaron Angerman, Aleisha Mollen and Annya Ritchie. Jessica Rooney and Dave Wilson were absent, excused. Also present was Superintendent Lancaster and Recording Secretary Kimberly Powell. **DETERMINE QUORUM**

Motion to accept the Fiscal Year 2019 Final Budget Revision as presented by Aaron Angerman; seconded by Annya Ritchie. Poll vote: Aaron Angerman: Yes; Annya Ritchie: Yes; Aleisha Mollen: Yes. Motion approved. **ACCEPTED THE FY19 BUDGET REVISION**

Motion to accept the Fiscal Year 2020 Budget as revised for submittal to the State of Alaska Department of Education and Early Development by Aaron Angerman; seconded by Annya Ritchie. Poll vote: Aaron Angerman: Yes; Annya Ritchie: Yes; Aleisha Mollen: Yes. Motion approved. **ACCEPTED THE FY20 BUDGET REVISION FOR SUBMITTAL TO THE STATE OF ALASKA**

Meeting Adjourned at 5:25 P.M.

ADJOURNED AT 5:25 PM
SECRETARY/TREASURER

BOARD ACTION**WRANGELL PUBLIC SCHOOL BOARD
REGULAR MEETING (PAGE 1)
SEPTEMBER 23, 2019****FOR DETAILS, CONTACT:**

DR. DEBBE LANCASTER

SUPERINTENDENT

DIRECT PHONE: 907-874-2347

- Approved the agenda as presented
- Approved the minutes of the August 19, 2019 Regular School Board Meeting
- Offered a Contract Addendum to Winston Davies, IEA Director
- Offered an Extracurricular Contract to Shayna Schultz, High School Assistant Volleyball Coach
- Reviewed the resignation of Tom Jenkins, Paraprofessional
- Rejected a Motion to offer Nancy Guthrie a Contract for Special Education Consulting
- Approved a sole source contract with Meridian Systems for Controls Upgrades
- Discussed Celebrating School Successes
- Approved the APEI Safety Equipment & Training Grant Application
- Approved the School Climate Grant Application
- Accepted the second reading of:
 - Board Policy 4020, Drug, Tobacco and Alcohol-Free Workplace
 - Board Policy 4119.26, Employee Technology Usage Policy
 - Board Policy 4218, Classified Employee Dismissal/Suspension/Disciplinary Action
 - Board Policy 7270, Conflict of Interest
 - Board Policy 7311, Board Policies
 - Board Policy 7321, Executive Sessions
 - Board Policy 7322, Agenda/Meeting Materials
- Accepted the First Reading of:
 - Board Policy 4021, Pre-employment Drug Testing for Coaches and Advisors
 - Board Policy 4030, Nondiscrimination in Employment
 - Board Policy 4111.2, Legal Status Requirement
 - Board Policy 5112.5, Students Leaving School Premises
 - Board Policy 6145.3, School-sponsored Student Publications
- Adjourned

**FOR RELEASE 8:00 AM
SEPTEMBER 25, 2019**

BOARD ACTION**WRANGELL PUBLIC SCHOOL BOARD
REGULAR MEETING (PAGE 1)
OCTOBER 8, 2019**

FOR DETAILS, CONTACT:
DR. DEBBE LANCASTER
SUPERINTENDENT
DIRECT PHONE: 907-874-2347

- Appointed Aaron Angerman, School Board President
- Appointed Patty Gilbert, School Board Vice-president
- Appointed Jeanie Arnold, School Board Secretary
- Approved the agenda as presented
- Approved the minutes of the September 23, 2019 Regular School Board Meeting
- Offered a Contract to David Macri and Megan Powell, Upward Bound Co-coordinators
- Offered a Contract Addendum to Virginia Oliver, Elementary Tlingit Language Teacher
- Approved the hire of Jason Haslip & Laurie Overbay, Paraprofessionals
- Reviewed the resignation of Kimberly Cooper and Rick Rivard, Paraprofessionals
- Appointed Aaron Angerman as the liaison to the Student Representatives
- Appointed Georgianna Buhler as School Board Parliamentarian
- Directed the administration to write a letter to the Association of Alaska School Boards, on behalf of the School Board, supporting the AASB Resolutions as presented
- Accepted the WCA Healthy is Here Grant Awards
- Accepted the second reading of:
 - Board Policy 4021, Pre-employment Drug Testing for Coaches and Advisors
 - Board Policy 4030, Nondiscrimination in Employment
 - Board Policy 4111.2, Legal Status Requirement
 - Board Policy 5112.5, Students Leaving School Premises
 - Board Policy 6145.3, School-sponsored Student Publications
- Adjourned

**FOR RELEASE 12:00 PM
OCTOBER 9, 2019**

Wrangell Ranger District & City/Borough of Wrangell

Standing Topics of Mutual Interest

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

Date: 10/15/19

Current Topics:

1. Central Tongass Large Landscape Analysis:
 - a. Comment period closed on September 15th
 - b. Interdisciplinary Team is currently analyzing comments for inclusion or adjustments to the Final Environmental Impact Statement (FEIS)
 - c. The FEIS is anticipated to be signed in spring of 2020
2. Recreation:
 - a. General fall cabin maintenance is occurring (firewood restocking, cleaning, minor repairs)
 - b. New toilet for Twin Lakes is nearly complete
 - c. Lower Salamander outhouse roof was repaired and converted to a “living roof” and hazard trees were removed from the area
 - d. Anan:
 - i. Funding has been approved for a new deck and design and construction plans are on-going (construction timeline is still being determined)
 - ii. Majority of funding has been approved for trail and bridge reconstruction to replace the boardwalk portion of the trail
 - iii. Updated Anan Master Plan is a priority for FY20
3. Resource Advisory Committee (RAC)
 - a. The local RAC approved funding for design plans on Rainbow Falls and Kunk Lake. The plans will help inform the most sustainable route for trail construction or reconstruction and the materials to be used
4. Abandoned vehicles on Forest Service administered lands
 - a. Schedule a work session with the District Ranger to begin work on a strategy for clean-up of current problem and long term solution for prevention
5. Other topics to be included:

City and Borough of Wrangell

Capital Facilities Department Report

October 17, 2019

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

- **Facilities Work Order Management.** Industry statistics show that facility managers spend an average of 30%-33% of their maintenance budget on unplanned repairs and bad maintenance practices. Having Preventive Maintenance schedules help pinpoint maintenance deficiencies that put unneeded larger strains on facility maintenance budgets. The Capital Facilities' Computerized Maintenance Management Systems (CMMS) had provided actionable insight into the condition and needs of our facilities and their building systems.

Work orders are coming into the Capital Facilities Department in two very distinct ways. Below is a cursory review of the maintenance and repair work order tasks that have been received by the facilities maintenance department since September 1st.

1. Preventive Maintenance (PM) scheduled work orders. From September 1st through October 17th, 124 PM work orders were issued, and we can expect several more to be issued before the end of October. Of the 124 issued to date, we have completed 19. While our lead maintenance staff is extremely well organized and has a keen eye to prioritizing the ever-changing demands of the maintenance department, we are tackling the higher priority PM work i.e. hot water heaters, backflow preventers, boilers, compressors, filter replacement, etc., as time allows, alongside the daily reactionary tasks. Due to years of routine PM neglect, many of the PM tasks have turned into repair projects, requiring additional staff time to address as a larger project (some with a domino effect of additional work), replacing parts or new equipment, or hiring contractors needed to take care of a problem. Due to the breadth of the maintenance needs, many PM work orders will go unattended until their next scheduled issue.
2. Reactionary Maintenance and Repair (Non-PM) work orders. From September 1st through October 17th, 20 Non-PM work orders were identified by the maintenance staff, and more can be expected before the end of October. Of the 20 issued to date, we have completed 7 of the higher priority tasks. These Non-PM work orders are prompted by a significant incident or are longer running issues that are now being picked up for their necessary repairs. Many of these issues also turn into projects requiring a significant amount of staff time to address.

Because the repair and maintenance demands of our facilities create a work load more than our two-man maintenance crew could ever effectively undertake themselves, there are several ways we are working to combat this issue:

- a. PM work orders that are of high frequency and do not require the more technical maintenance skills are being assigned to other departments' staff who work within those facilities on a daily basis. These are tasks such as weekly and/or monthly inspections and

operational tests for eyewash stations, fire extinguishers, exit lights, and emergency lights. Training is provided to these facility-operations staff by our maintenance staff for these routine tasks. The facility-operations PM-performing staff are being trained to use the cloud-based work order system to document their time and performance.

- b. Work orders that require more skilled tradesmen, specialty tools and/or equipment to create efficiencies with the task are being contracted out for performance through construction contractors and service providers. Staff are also tracking all of this contracted work within the cloud-based work order system.

Although it requires a significant amount of time to manage and track the maintenance and repair work being performed, in addition to the field work required of our staff, the Capital Facilities Department realizes the value in having this system in place to keep our maintenance work on track and document the needs of our facilities.

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

- **Senior Center Gutter Replacement.** The gutters at the Senior Center were identified as a critical repair requirement. Because the repair work had been deferred for some time, the gutters and the fascia boards, which had deteriorated from additional presence of water, were replaced. Further repair to the water damaged roof joists for the covered walkway/ramp was included in this project. Until recently, the CBW budget did not provide a maintenance budget for this CBW-owned building, but we are now including funds for its upkeep. The Senior Center building is of considerable age and needs additional maintenance and repairs, which are being identified for future work.
- **Nolan Center Roof Cleaning.** Staff identified a local contractor, Taylor & Sons, who had the equipment which would allow them safe access to the Nolan Center roof. The proper safety devices were able to be installed and the long overdue roof cleaning is proceeding. As this effort has revealed, the lack of performing even basic cleaning/maintenance creates larger problems. We believe the moss build-up has caused some of the metal roof coating to deteriorate. This will require a roof panel recoating effort to return it to a condition for protective longevity.
- **Nolan Center's Broken Sprinkler Head / Water Damage Remediation.** Most of the repairs to the Nolan Center are now complete, following water damage due to a broken sprinkler head in July. The vinyl flooring and wall base in the Multi-Purpose Classroom were replaced and the room has been returned to service. The drywall was also repaired in both the Classroom and the Small Theater Room, due to the relocation of the Muybridge display that was on exhibit in the Classroom during the time of the water damage. Final repair items include replacement of several pieces of carpet tile at the transition from the Classroom to the Gallery and casework trim repairs in the Gallery. As total repair costs are confirmed, a budget amendment for the Nolan Center's Facility Maintenance & Repair account may be required.
- **Nolan Center's Standby Generator's Inspection and Operations Testing.** With the assistance of Municipal Light & Power diesel generation staff, we had a Kohler Generator technician travel to Wrangell the week of September 12th to perform an inspection on the standby generator. During the inspection, a 600 amp fuse was found blown, and without spares on hand we had to order new fuses be sent to Wrangell. WML&P received the replacement fuses and their power generation staff, Royce Cowan, replaced the fuse to finalize the generator's operational test, which was found to be running 100% as designed. The loss of power test mode at the generator

unit is functioning properly; however, it was discovered that the transfer switch racking mechanism (allows the building to return to grid power after running on power generation) has been removed. Either the original device needs to be located or a new one purchased and installed before a loss of grid power function test can be performed for the building.

Engineering assistance may further be required to perform a comprehensive site evaluation related to the building's power needs and its current vulnerabilities, as the Nolan Center is identified as a critical facility, serving as a disaster response and recovery facility. Emergency power needs should be identified and assessed based on code requirements and on the essential services that should be maintained in order for the facility to maintain its critical functions.

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

GENERAL FUND PROJECTS

- **Nolan Center HVAC Direct Digital Controls System Upgrades.** Materials for the Direct Digital Controls (DDC) project have arrived in Wrangell. Due to maintenance staff vacation scheduling, the CBW requested that the install occur once our full maintenance staff have returned, so that they can be involved with the installation and receive the system training. The reschedule of the work is anticipated during the first part of November and a contract amendment for a time extension will be afforded the Contractor to accommodate the needs of the CBW.
- **Cemetery's Columbarium Addition.** Project management and report provided by Public Works.
- **Public Safety Building Siding and Roofing Renovations.** Staff are working with A&E consultants on this project to be able to make alternative recommendations for the approach to the project. Toward this effort, with Jensen Yorba Lott and their environmental subconsultant, we are consulting with a third-party construction cost estimator, HMS, to identify a construction cost estimate based on Jensen Yorba Lott's design documents.

Further project review by A&E and HMS firms will also include considerations to the feedback provided to us from the one original bidder, which will include revisions to the drawings related to negative air pressure / containment barrier requirements.

A well-defined cost estimate will allow us to identify alternative scopes of work, depending on the level of project funding that Wrangell can sustain. The project costs estimate is due the first week in November and project alternatives are expected to be presented in mid-November. Considering contract document adjustments that may be required, based on the preferred alternative, the construction bidding solicitation would be on the street before the end of the year. This would allow a significant amount of time for construction bidding outreach and contractor preparedness for an anticipated Spring 2020 project.

- **Public Safety Building Addressable Fire Alarm System Replacement.** Work has not yet commenced on this project. The first step will be to develop an RFP for electrical engineering design services, which may be combined with other projects with similar engineering needs.

- **Public Safety Building Heating System Piping Repairs.** Work has not yet commenced on this project.
- **Public Safety Building Oil-Fired Boiler Installation.** The oil-fired boiler installation is now complete and operational; however, it became apparent during the electrical connectivity task that we are without the wiring diagram for connection to the control panel. The project's electrician attempted to determine the correct connectivity but was unable to confirm the intended control connection. In lieu of having the connection to the control panel, the boiler will run within the set point limits; however having the ability to manage the system through controls provides more efficiencies within the system. While the oil-fired boiler is operational, we are currently utilizing the electric boiler for building heat. We will be working with the DDC contractor during the Nolan Center's DDC Upgrades project in early November for assistance in connecting to the control panel for better operational efficiency when this new boiler is in use.
- **Swimming Pool's Domestic Hot Water Tank Replacement.** This project provides for the replacement of the Swimming Pool's deteriorated domestic hot water heater. The first step will be to develop an RFP for mechanical engineering design services, which may be combined with other projects with similar engineering needs.
- **Swimming Pool's HVAC System Upgrades, Phase III.** This project provides for the replacement of certain failed mechanical devices in the heating and cooling system. The first step will be to develop an RFP for mechanical engineering design services, which may be combined with other projects with similar engineering needs.
- **Kyle Angerman Memorial Playground Replacement.** The State of Alaska, Dept of Natural Resources, Division of Parks & Outdoor Recreation is the body administering the pass-through grant from the National Park Service, who is still working to issue the grant agreements to the State. Based on the delayed timeline, the project will be pushed out to 2020 for construction season. As soon as the grant agreement is in place, project design will commence.

NORTH COUNTRY TRAILHEAD ACCESS ROAD REPAIR FUND

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

COMMERCIAL PASSENGER VESSEL EXCISE TAX FUND

- **Mt. Dewey Trail extension FLAP Grant Match (Parks & Recreation).** Following completion of the NEPA process and an initial discussions with the USACOE for the trail project, a recent meeting with the US Army Corps of Engineers had them recommending we proceed with design and submit Preconstruction Notification referencing a Nationwide Permit as applicable according to

the conceptual or final design. The next step in this project is staff's development of a competitive solicitation for engineering design.

- **City Dock Summer Float (Ports and Harbors).** The Harbor Master has stipulated an arrival date for the new Summer Float in March 2019 in order to have it on site for force account decking install prior to its seasonal use. An Invitation to Bid, with full bidding documents, will be developed in order to meet this timeframe.
- **Petroglyph Beach Bathroom and Platform Improvements (Parks & Recreation).** This project provides for the constructed of a permanent year-round operational trailhead style bathroom. It also provides for certain repairs to the observation platform.

RESIDENTIAL CONSTRUCTION FUND

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

INDSUTRIAL CONSTRUCTION FUND

- **5th and 6th Avenues Roadway Construction (Streets).** On September 11, 2019, the US Army Corps of Engineers issued a public notice of the reissuance of General Permit POA-2006-00215 (RGP-06) for the Wrangell Industrial Park Subdivision. This General Permit (GP) authorizes the placement of dredged and/or fill material, and structures, into wetlands associated with industrial development in the Wrangell Industrial Park Subdivision. Authorized activities include foundation pads, associated driveways, parking areas, and lot utilities for those subdivision lots yet to be developed. The GP is scheduled to expire on September 30, 2024. Following the Corps' public notice period, the CBW anticipates receiving the final reissuance of the permit.
- **Marine Service Center Survey and Replat (Ports and Harbors).** This survey project provides for the vacation of the existing platted Silvernail Drive ROW and the establishment of an access easement where the driving access is actually located through the Marine Service Center. The solicitation for this survey project will be combined with a couple of additional roadway survey projects as they are further identified.

ECONOMIC RECOVERY FUND

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

WRANGELL MUNICIPAL LIGHT & POWER FUND

- **Case Avenue Electrical Distribution Line Rebuild Survey.** Based on the project needs and the difference in survey outcomes with other CBW-surveys scheduled to be performed, the case Avenue Rebuild Survey will be pursued as a separate survey project. The survey solicitation for this project will be developed for the purpose of identifying existing right-of way limits, existing electrical pole locations, and any existing utility easements that may exist. The solicitation will also include an additive alternate for the survey of the existing water and sewer mains, within the right-of-way, for use in a future water and/or sewer mains replacement project.
- **Power Generation Solution.** Project management and report provided will be provided by Municipal Light & Power. Certain aspects of the project, such as solicitation development, is being provided by Capital Facilities.

Construction of three concrete pads related to this project is underway. One to support a 10,000 gallon fuel tank, another to accommodate an additional radiator, and the third is to accommodate the exhaust stack for the 20-cylinder generator, which was acquired from Nome, AK, and recently placed in the Power Plant.

- **3MW Transformers Purchase Phase I.** An Invitation to Bid solicitation was issued for the procurement of the 3MW Transformer. Bids are due by November 4, 2019 at 2:00 p.m.
- **Generators' Exhaust Insulation Blankets.** Project management and report will be provided by Municipal Light & Power. Solicitation development assistance will be provided by Capital Facilities.
- **Powerhouse Roof Repairs.** This project has been postponed and replaced with the **Power Diesel Generation Plant (Power Plant) Rehabilitation** project (see status under FUTURE PROJECTS IN FUNDING PHASE / PLANNING PHASE listed projects) due to the expected future demolition of the concrete structural portion of the Power Plant.

WATER FUND

- **Water Plant Bypass Line Valve Configuration.** Work has not yet commenced on this project.
- **Bennett Street Water Main Replacement.** The replacement of approximately 350' of 50-year old ductile iron pipe (DIP) water main was replaced by Secon on August 6th. Staff are working with the Contractor to obtain final closeout documents.

UPPER RESERVOIR BYPASS FUND

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

Staff's initial concern was related to limitations to accessing the full depth of the stored raw water. Although the engineer's modeling of the system looked like it would work, on paper, their level of confidence that this alternative would work was reduced given that this is not a normal siphon

scenario. They cannot confirm the reliability of the model since there is no existing precedence for siphoning to a closed pipe system.

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

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

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

WATER MAINS REPLACEMENT FUND

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

WATER TREATMENT PLANT IMPROVEMENTS FUND

- **Water Treatment Plant Improvements.**

EDA Funding. On September 27, 2019, the CBW received notification that the Economic Development Administration (EDA) approved our application for an EDA investment to Wrangell for the Water Treatment Plant Improvements project. Their investment comes in a grant amount of \$2,996,953.00.

Between the EDA's grant award and the funding package the CBW already secured from USDA, we now have the full amount of funding necessary to implement the project. As the CBW receives the final grant agreement, the Borough Assembly will be required to accept the outside project funding by resolution.

The CBW staff are diligently working with both federal funding agencies to identify and complete their post-award project prerequisites. As progress is made to complete these tasks, a Request for Qualifications (RFQ) for engineering design will be developed for solicitation these services. Staff anticipates the timeline for completion of the engineering design RFQ to be approximately two months.

HARBOR FUND

- **Shoemaker Bay Harbor Replacement.** The Shoemaker Bay Harbor Replacement project is complete for the scope of work currently under contract. The Contractor and their subcontractors are finalizing punch list items in advance of their Final Substantial completion inspection.

The CBW is in pursuit of issuing Change Order No. 1 with the Contractor which will formalize a couple of small changes previously constructed, as authorized by the Borough Manager, as well as adjust certain unit price bid items according to the contract's measure and payment requirements.

Also included within the Change Order, for authorization by the Assembly, is \$540,500 worth of additional construction work. This work includes improvements to a portion of the parking lot's entrance and main driving and parking throughway, as well as the replacement of the existing boarding float, adjacent to the launch ramp. Approval of this work through a contract modification was delayed due to the concern with the State of Alaska, DOT's, proposed application of the 10% ICAP fee and its effect on the project funding available for the added work.

The Harbor Facility Grant Program recently indicated that the 10% ICAP rate will be applied to the entire amount of grant funds made available for our project, which is currently at \$4,307,954, and that the 10% ICAP fee, equal to \$430,795, will be paid from the \$5,000,000 grant amount set aside for Wrangell. If there is good news to take away from this unexpected project fee, it is that with the State taking the fee from the \$5,000,000 grant funds set aside for our project, the ICAP fees are not expected to impact the Harbor Department's reserve funds, and there will be grant funding remaining, after the application of the future grant-eligible change order work and the full grant amount's 10% ICAP fee.

A request for approval of Change Order No. 1 is to be reviewed by the Borough Assembly on October 22nd.

- **Harbors' Security System.** The Harbor Master will be leading this project with the assistance of Capital Facilities' staff as needed for the project's procurement needs. The Harbor Master will likely bring a consultant to Wrangell to help identify the harbors' security needs and the system that will best deliver the products and service to meet those needs.

SEWER FUND

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

SECURE RURAL SCHOOLS FUND

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

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

FUTURE PROJECTS IN FUNDING PHASE / PLANNING PHASE

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

Based on the engineers' report of the existing conditions, even given the option to demolish only the concrete section and rehabilitate the steel section, significant structural and code compliant rehabilitation would be required. Upon receiving this information, staff modified the scope of services with PND to eliminate a portion of the design development task originally requested of them. We have asked PND Engineers to provide a proposal for their development of a rough-order-of-magnitude concept planning cost estimates for alternative rehabilitation projects, which would include the cost related to project permitting, survey, design and construction. Having a cost idea for the various project alternatives would allow us to identify the option that would serve the interests of the public best. A summary of the project alternatives identified to date are:

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

A fifth alternative could include abandoning, in place, the concrete section of the building and providing additional stabilization for the steel section. While this alternative may be a possible option, staff do not believe it is a viable one nor is it in the best interest of the public to leave in place a building that has been identified as a risk, both to the safety of our staff and to the critical electrical power infrastructure housed in the building. Unless directed by the Assembly to include this option in the concept planning cost estimates for alternative rehabilitation projects, staff would not include it as a final alternative for consideration.

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

We plan to have PND refine their proposal to include the alternatives' conceptual cost scope and the environmental soil testing with an environmental subconsultants for review.

ENVIRONMENTAL REMEDIATION PROJECTS

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

As we were planning for the disposal of the contaminated soil from these three sites, it was our understanding from DEC staff that the projects would be closed out following the soil's disposal; however, upon submitting copies of our soil disposal manifest and requesting closure, we were informed that each site requires additional investigation. Below is a recap of the three sites and where we stand with DEC's request for further work.

- **Wrangell City Shop**

The CBW had two Underground Storage Tanks (UST) for waste oil adjacent to the Public Works Garage, which were removed, along with their associated piping, in 1999. The soil from around the tanks was excavated and tested. The analytical results detected concentrations of Diesel Range Organics in all four samples and Benzene in two of the four samples, both of which were above the laboratory reporting limits. Shannon & Wilson performed a UST Closure and Site Assessment in 2012/2013, which was followed by DEC requesting a Corrective Action Plan for the soil stockpile and a Site Characterization / Release Investigation to further investigate the nature and extent of any groundwater contamination at the site.

ADEC is requesting a work plan that should include installation of long-term monitoring wells and a sampling program sufficient to help assess tidal and seasonal fluctuations, as well as flow direction of groundwater. The plan should also include information about background soil concentrations of chromium around Wrangell, if known, so it can be determined whether the metal is naturally occurring at levels similar to the analytical results for this site. If the chromium concentration present is believed to be naturally occurring, then the groundwater samples should be analyzed for RRO, DRO, GRO, full VOCs, and PAHs. Soil samples for these same analytes also need to be collected at the soil/water interface and at the entire smear zone, if there is tidal influence, to define any remaining soil contamination.

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

- **Former Wilcox Automotive**

The CBW purchased a former commercial property on the corner of Front Street and Campbell Drive, referred to as the Former Wilcox Automotive site. Three USTs were formerly on the site (two gasoline and one diesel, installed throughout the 1980s). One of the gasoline tanks was removed by the former owner but site assessment work was not performed. In 2012, the CBW removed the remaining two tanks and Shannon & Wilson performed the site assessment of all three tanks' removal, with release investigation and soil stockpiling and testing.

Gasoline Range Hydrocarbons (GRO) was analyzed below cleanup levels; therefore, DEC closed the hazard related to this release. However, lead concentrations detected in sampling exceeded the residential cleanup level of 400 mg/kg. Because volatile organic compounds, EDB and EDC,

were not detected in the soil samples, it was determined that the lead contamination is not associated with the petroleum release but rather from a separate source.

ADEC has requested a Site Characterization Work Plan and Interim Action Removal to investigate and determine a source of the remaining lead-contamination soil, the nature and extent of the contamination, and to evaluate remediation and/or closure options.

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

- **Wrangell Medical Center**

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

The WMC hired an environmental firm to provide the UST change in service and the environmental site assessment and received a proposal from a separate environmental firm, for the ADEC-requested Remedial Investigation and Corrective Action work. This plan was ADEC approved; however, the follow-on work was not performed.

ADEC is in pursuit of closing out this site with the CBW, and since the previously approved work plan was not executed, they have asked for a revised work plan to ensure consistency with their current regulations. They have also asked for clarification about cleanup efforts conducted of an area immediately beneath a pipe leak that was identified in the crawl space.

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

Since Shannon & Wilson was involved with two out of three of these contaminated site projects, the CBW has contacted them to provide us with proposals for the each follow-on work plans requested by ADEC. They are currently reviewing the files in order to provide a proposal to prepare the work plans.

CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	October 22, 2019
	<u>Agenda Section</u>	13

Nolan Center Report October 22, 2019

SUBMITTED BY:

Cyni Crary, Nolan Center Director

FISCAL NOTE:

Expenditure Required: N/A

FY 19: \$	FY 20: \$	FY21: \$
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Amount Budgeted:

	FY20 \$XXX
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Account Number(s):

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

Account Name(s):

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

Unencumbered Balance(s) (prior to expenditure):

	\$XXX
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Reviews/Approvals/Recommendations

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

ATTACHMENTS: 1. Nolan Center Report

RECOMMENDATION MOTION:

None, report only.

SUMMARY STATEMENT:

Please see attached Nolan Center Report

City and Borough of Wrangell
Nolan Center Report
October 22, 2019

Director: Cyni Crary

- **Sales Summary: July-Sept 2019**

Sales Summary 7/1/19 - 9/30/19	Net Sales	Tax Collected
NOLAN CENTER EVENTS	\$7,116.00	\$354.62
NOLAN CENTER MUSEUM	\$72,234.27	\$3,408.85
NOLAN CENTER THEATER	\$31,403.50	\$0.00
	\$110,753.77	\$3,763.47

- **Staffing**

The Nolan Center has many projects in the works as well as meetings and events continually being booked. We lost another valuable staff member and desperately need to replace that position. Administration is working on a new job description and organizational chart to present to the Assembly.

- **New Website**

www.nolancenter.org

The vision for a new Nolan Center website began during the summer of 2018, and it has finally been published. Please know that this is a work in progress and will feature many more bells and whistles soon (including e-commerce). Right now, it has an event calendar with a link to a form that will allow facility users to register for events online. There is also a link to the Friends of the Museum membership form – and one new membership has already been received because of this option. This is all being done in-house.

- **Quarterly Newsletter**

Another item on the list of things to bring to the table – the Nolan Center Newsletter. Hot off the press is the first issue (attached). Each department contributes the highlights of the quarter from the respective departments. The first issue covers Summer 2019, which is packed full of the many things we do – however even with 22 pages, it does not begin to cover it all. The newsletter is long and filled with many visuals – again, it's a work in progress. The staff is learning, and all these new tasks will take time to fine tune. As the Director, I am extremely proud of my team and all the accomplishments!

<https://www.nolancenter.org/newsletters.html>

- **Speaking Engagement**

I've been asked to speak at "Seniors Celebrating Alaska Day" on Friday, Oct. 18th. The presentation will be about everything happening at the Nolan Center, including museum events, the newsletter and the new website. Also highlighted in the presentation will be

the new History Highlights page on the Nolan Center website. Very soon we will publish a monthly page dedicated to Wrangell's rich history. This month will be all about James & Elsie Nolan.

- **Rates and Fee Schedule**

A new rate and fee structure is being developed for consideration by the Assembly in the near future.

- **Grey Whale Skeleton**

The Forest Service, Wrangell Public School District and the Nolan Center have been working with NOAA to bring the whale skeleton (found on the Back Channel) to life with a collaborative effort between the students collecting and identifying the bones and then eventually displaying a magnificent piece to hang at the Nolan Center. Staff have been working on a potential grant for funding this project, however it's unknown at this point if the bones are in good enough condition to make it happen.

- **Art Acquisition**

Bugs Nelson (Tlingit, born and raised in Wrangell) has a few beautiful art pieces that we are considering purchasing as new art acquisition to the Wrangell Museum.

- **Friends of the Museum**

The Friends of the Museum donated \$3000 to the Nolan Center to be used for new museum displays. A portable display was recently purchased that is versatile and can be used to hang a variety of different displays.

A few display furniture pieces are also being donated to the Wrangell Museum from Anchorage. We will only be responsible for shipping costs.

- **Exhibit premiere (in conjunction with the Princess Sophia Traveling Exhibit)**
WRANGELL REMEMBERS... Shipwrecks Close to Home, 1908-1952

Guest speakers: Gig Decker, Mary & Michael Kurth and Jimmy Nelson

The Nolan Center is proudly hosting a shipwrecks exhibit grand opening – Friday, November 8th – 6:30pm. The traveling exhibit features a beautiful 4-piece story board with two video kiosks featuring the Princess Sophia from the Alaska State Museum. The rest of the exhibit features the Princess Kathleen, Mariposa and Star of Bengal – these story boards were developed collaboratively by the Nolan Center staff and created based on shipwreck objects, photos and archives from our collection.

- **Events Coming Soon**

Parlor in the Round – this is a dinner theater event showcasing a national artist combined with other Alaskan musicians. This event will feature a local artists as well. Save the date – Friday, November 22.

- **Retro Nights**

A New Twist on the Old Classics at the theater! Join us for Retro Nights (check our website for listings). <https://www.nolancenter.org/theater.html>



UNITED STATES DEPARTMENT OF COMMERCE
National Oceanic and Atmospheric Administration
National Marine Fisheries Service
P.O. Box 21668
Juneau, Alaska 99802-1668
October 2, 2019

Item c.

Cyni Crary, Nolan Center Director
City & Borough of Wrangell
296 Campbell Dr. Box 1050
Wrangell, Alaska 99929

Dear Ms. Crary:

The National Marine Fisheries Service (NMFS) has reviewed your September 24, 2019 request for authorization to receive a gray whale (*Eschrichtius robustus*) skull for use in an educational display in the Wrangell Museum at the Nolan Center in Wrangell, AK. The specimen will be provided by the US Forest Service Wrangell Ranger District.

The information provided in your written correspondence as to the research purpose for these associated parts is sufficient to satisfy the Marine Mammal Protection Act (MMPA) requirements for receipt of marine mammal parts. The regulations at 50 CFR 216.37(a)(2) authorize the receipt of marine mammal parts if:

1. The person/agency transferring the part does not receive payment for the parts;
2. The marine mammal parts are transferred for scientific research purposes, curation in a professionally accredited scientific collection, or educational objectives; and
3. An accession number assigned by the permit holder is affixed to the marine mammal parts or containers. In most cases this is the field number assigned by the Marine Mammal Stranding Network for the stranding.

Pursuant to 50 CFR 216.37, this letter authorizes you to receive and possess the aforementioned specimen for educational purposes, provided that the specimen is used by you for the stated purpose only. **The authorization is valid for five years from the date on this letter.** If you require more time, please request renewal of the authorization prior to the expiration date from NMFS at the staff contact provided below. As a condition of receipt, subsequent transfers may only occur subject to the provisions of 50 CFR 216.37(a).

Your acceptance of the aforementioned marine mammal specimen absolves NMFS of liability for any human health or safety risks, known or unknown, from exposure to these parts.

NMFS requires that researchers and educators acknowledge the agency in any publications or other reports resulting from the use of the transferred material/data. Reports and questions regarding this authorization should be directed to David Gann at (907) 586-7285 or david.gann@noaa.gov.

Sincerely,

James W. Balsiger, Ph.D.
Administrator, Alaska Region

cc: Barbara Mahoney barbara.mahoney@noaa.gov
Martin Hutten martin.a.hutten@usda.gov



EXHIBIT PREMIERE
FRIDAY, NOV. 8TH - 6:30PM
THE NOLAN CENTER
Wrangell Museum Presents:

WRANGELL REMEMBERS...

Shipwrecks Close to Home

1908-1952

TRAVELING EXHIBIT

*Alaska State Museum and Pioneers of Alaska, Juneau
created in partnership with the
Maritime Museum of British Columbia*



S.S. PRINCESS SOPHIA



S.S. PRINCESS KATHLEEN



S.S. MARIPOSA



STAR OF BENGAL

The Nolan Center

Newsletter

In This Issue

Museum

- Traveling Exhibit
- Museum Spotlight
- Lobby Displays
- Accessions/Archives

Events

- BearFest
- Community Markets

Theater

- Highlights
- Retro Movie Nights

Gift Shop

- Featured Books
- Local Artist Spotlight

Visitor Center

- Forest Service Information Station
- The Nolan Center Grounds



The First Newsletter

Summer has come to a close and we're already busy with the activities planned for fall at the Nolan Center. Our quarterly newsletter will come out at the end of each season and feature the highlights from each department. The Nolan Center is a multifaceted facility with many things happening throughout the year.

We are the home of the Wrangell Museum, Gift Shop and Visitor Center which is visited by thousands of guests during the summer. We also host a variety of events in our Civic Center and movies in the Theater. We were fully booked throughout the summer with everything from community events, conferences, meetings, and the latest box office hit!



From the Director

BY: CYNİ CRARY

Happy Fall! It's been a great summer, bustling with activity here at the Nolan Center. I have been in this position for just over a year and I'm thrilled that this newsletter has finally come to fruition!

A few noteworthy projects from last winter; we re-branded the Nolan Center with a new logo, we brought a traveling exhibit to the museum (Alaska Native Story Doll Collection). We also converted our gift shop inventory into a point of sale database.

This summer we brought in another traveling exhibit which is featured in this newsletter. The goal is to have a new exhibit each quarter. We've also added some new faces to the crew. Having a solid team makes all the difference! We've all been working really hard to make improvements.



I'm happy to report that the Friends of the Museum board decided not to dissolve, and a new board was formed. There is positive momentum and their support is very much appreciated.

There will also be some noticeable changes to the facility coming soon. Thanks to the Capital Improvements team our building is getting some much needed maintenance.

Finally, our new website will launch soon!

www.nolancenter.org

Nolan Center Staff

Director	Cyni Crary
Manager	Keeleigh Solverson
Museum	Cindy Kilpatrick
Museum	Tracy Churchill
Gift Shop	Kate Shelton
Groundskeeper	Cocoa Massin

Friends of the Museum

President	Michael Bania
Treasurer	Loretta Rice
Secretary	Olinda White
Director	Olga Norris
Director	Anne Morrison
Director	Frank Roppel
Director	Gig Decker



The Friends of the Museum supports the activities and acquisitions of the Wrangell Museum through advocacy, fundraising, special programming and activities. Foremost will be efforts to maintain the stability and preservation of Wrangell's history, secure grants, promote a volunteer program and join in the partnership with the Wrangell Museum and its staff.



Traveling Exhibit Grand Opening Event - July 16

This is such an exciting moment for the Nolan Center - we were able to bring an exhibit that was very special to Wrangell. The first known photos of Wrangell and the Tlingit people were showcased.

Curator, Mark Shaffer brought this 1868 collection to life with his expertise, knowledge and passion for this historical time period.

Mr. Shaffer was particularly interested in seeking out the perspective of the Tlingit people. Prior to his arrival he reached out to Virginia Oliver and Lu Knapp about what the photos meant to the native culture in Wrangell at the time. He traveled to Wrangell with the help of a grant and spoke on behalf of the featured photographer (Muybridge). More importantly he sought out the native community to join in on the conversation about what the photos meant to Wrangell and the significance of their history. The photos were spectacular and the evening of education was even better,



Guest of Honor: Marc Shaffer



Friends of the Museum Membership Drive

The Friends of the Museum elected a new board on May 23rd, 2019. The first big event would be the Muybridge traveling exhibit premiere. The membership came together and put on a fun evening with an amazing food and beverage spread.

This was also an opportunity for the Friends of the Museum to put on a membership drive. The event was extremely successful. The turnout was huge and several new members joined.



1868: Muybridge in Alaska

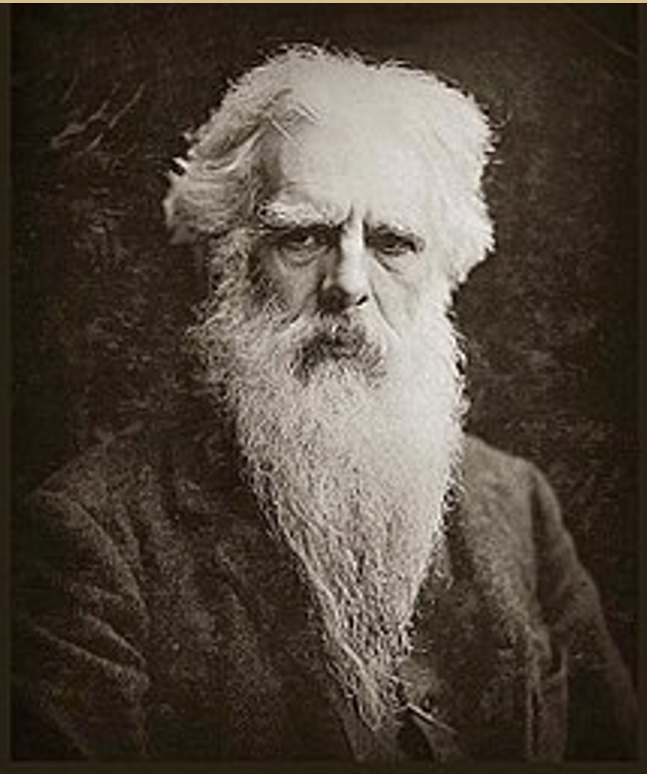
This exhibit features 16 original stereo views of historic SE Alaska taken by pioneer photographer Eadweard Muybridge. Muybridge's talents in the emerging field of outdoor photography demonstrated the grandeur of the west. He was commissioned by the US government as part of an expedition led by Major-General Henry W. Halleck to photograph native Tlingit residents, Russian inhabitants, and dramatic landscape. These images of Tongass, Wrangell and Sitka are the first ever taken. Muybridge manipulated his heavy double-lensed camera, chemicals, and stacks of glass plates with the eye of an artist. Visitors today can use special twinscope viewers that transform the stereo views into stunning single 3D images. The exhibition journey began at the Alaska Native Heritage Center in Anchorage early January through March 2019, and traveled next to the Sheldon Museum in Haines through May. Wrangell showcased the exhibit June through August 2019.

"I recognize that totem pole, it's the same one located on the mezzanine of The Nolan Center!"

First photographs of the Tlingit...



**June - August, 2019
at the Nolan Center**



Who was Eadweard Muybridge?

He invented moving pictures.

He invented a zoopraxiscope, the first device to project motion pictures.

Muybridge was the first to photograph Alaska.

He was the first to photograph native Tlingit residents.

He created the earliest photographic records of Railroads and Pacific Coast lighthouses.

He was commissioned by the US government to photograph the Modoc Indian War of 1873.

He journeyed to Central America to take early photographs of Mexico, Panama and Guatemala.

Muybridge developed the faster camera shutter and faster emulsions.

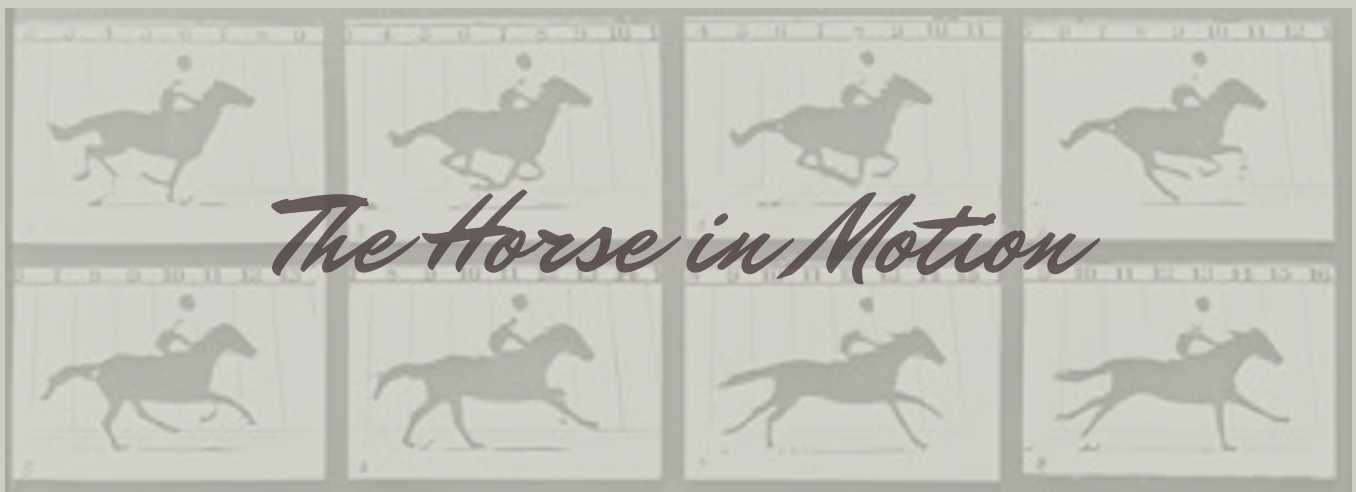
He created a famous panoramic view of San Francisco using 16 sequential 20x24 inch plates.

His wealth of published work, and demonstrations greatly influenced visual artists, and those in the science of biomechanics and animation.

His innovative multiple camera arrangements pioneered studies in animal locomotion. He had a career as a very successful lecturer later in life.

Muybridge proved horses can "fly" with the "The Horse in Motion" demonstration (his photography settled a bet demonstrating that all 4 of a horse's feet are off the ground at the same time during their running stride).

His influence has unquestionably affected our understanding of the world.



Tugboat Propeller

We like to spotlight a special artifact each newsletter. This issue the focus is BIG. It doesn't even fit inside Wrangell Museum. Our giant stainless steel propeller stands in the landscape overlooking waters it once traveled. These days it seems to show up in many picturesque images of our museum and harbor. It was donated by The Campbell Towing Company of Wrangell. They supplied freight to Wrangell for 66 years. The huge stainless steel propeller, or screw, once propelled the diesel powered tugboat Mogul. It has towed cargo to Japan and China, but more commonly carried freight to and from Seattle. At a weight of near 5000 lbs and a 122 inch diameter, everyone enjoys this artifact right where it is!



The Story of Aileen, as told by her Great Niece

Aileen Mulcahy-Lewis was our great aunt, Jennie and William Mulcahy's adopted daughter. Her biological mother was a single French dancer in Juneau. She couldn't keep her, so Jenny and William raised her from birth as their own. Aileen had her own children, becoming the grandmother of Wrangell's Pat Mork. The original picture was a black and white photograph, taken by a professional photographer. Our mother Ginny painted it from that photo in the 1970's. Our grandpa "Poppy", James T. Gillen, built the frame for our mom. She worked on the painting off and on for four years while raising children. She said she painted it because the picture struck her and she just wanted to paint it. Some time after painting it, she took it to the State Fair in Haines and won the blue ribbon. This painting hung for a while in Daisy's cafe in the back of what is now the Totem. Hanging for some years there, it got grease on it which was never professionally cleaned. The painting came back home for a while and was later loaned to the Wrangell Museum by our mom. When our mom passed away in April of 2017, our dad brought it back home. It stayed there until his passing in November 2018. Shortly after, our family loaned it to the museum again.

-Penny Allen



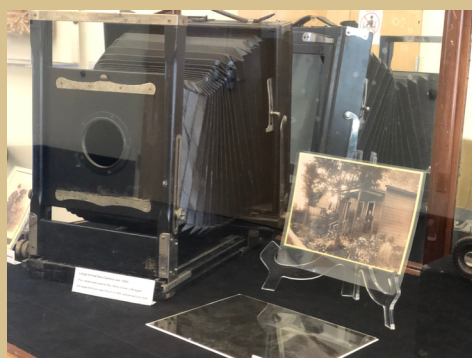
Wrangell Under The Sea

Visitors can explore a new exhibit just installed in the Nolan Center lobby. August 16th an ocean themed display called Wrangell Under the Sea rolled out. It features a few examples of the vast variety of sea life found in South East Alaska. There is a colorful mix of seashells and fragile dried specimens together with bright informational photos sure to interest beachcombers of all ages.



Early Photography

A new exhibit in the Nolan Center lobby features examples of early photography. The centerpiece of "The Mirror with a Memory" exhibit is a trio of daguerreotypes dating back to the 1840's. They represent the first type of photograph, each having a shiny mirror-like appearance that seems to magically reveal a ghostly portrait when viewed at the right angle. This display also includes the slightly later photography forms known as tintypes, a few glass plate negatives with supplies, and several cameras used in Wrangell during the early 1900's. A stereoscope and stereo view of main street Wrangell taken during the 1890's help unite this display with the traveling Muybridge Photography exhibit. The Wrangell Museum is delighted to offer our visitors a chance to view original Muybridge stereo views taken in SE Alaska, year 1868.



NEW to the Wrangell Archives Room

What's in process now: It's been an exciting few months with new donations from several people that are currently being processed into the Wrangell Museum database. All of which we are so grateful, and will briefly name a few.



50th Anniversary St. Philip's Episcopal Church 1955 (Current Old Gym) Photo: 2019.010.006_94 (d)

Olga Norris gifted us several digital scrapbooks, photographs, information and timelines for St. Philip's Episcopal Church including church history up to nearly current dates. As well as over 6000 physical slides of her own photography taken over several years covering various topics; 4th of July, Wrangell Dedications, Wrangell fires, Alaskan wildlife, sunsets, boats (shrimp/commercial/seign/private/charters), logging, trucks, ferries, storms and many more amazing topics and Wrangell sites.



Bonnie Demerjian graciously donated cassette taped interviews with Wrangell elders as well as Wrangell biographies and informational notes. Interviews and information included: Marge Byrd, Olaf Hansen, Betty Nore, Helen Allen, Glenora Barlow, Wilma and Dick Stokes, Nellie Barlow, Lenore Moore & Judy Baker, Kay Stella, Jody Eyon, Janice and John Emde, Skip and Sylvia Wells, Ann Urata, Harry and Rose Sundberg, Ned and Karen Johnson, Chris Jenkins, Swede Hansen, Leonard Capbell, Leonard Olsen, Pat & Elmer Mork, Fred Thruston, Dorothy Ottesen, Imogene Petticrew, Sylvia and Lawrence Bahovic and Harriet Schirmer .

We have not processed the audio on these as of yet, however the notes and typed biographies are in process. A few fun and noteworthy comments and reflection on lighter topics:

“4th of July they had a band made up of local people. Or Dad played trumpet. They played on a balcony where Olga Norris’ store is now. It seemed like they played all day. Mom would make my sister Mae and I identical dresses made out of stiff organdy which scratched. She curled out hair with a curling iron that was heated up in the coal oil (kerosene) lamp. Sometimes it burned out ears. With a big bow in our hair and white knee socks we were ready to go uptown and watch the festivities. My sister and I got as far as the Salvation Army (where Hair Unlimited is now) when a boy came out between the building and threw a firecracker at us. It hit our feet and tore our knee socks to shreds- we ran all the way home crying our heads off.”

- Glenora Barlow, born in 1922 raised in Wrangell (Interviewed 2007)

Goldie loved ice skating on the pond on the hill about the old school house and remembers a day when she was so involved in skating that she forgot to go home after school. Her worried father came looking for her and when he found her at the pond, made her walk all the way back to the harbor in ice skates. She was her father’s companion, however, when he went out to check his trap lines and hunt deer. She had her own gun, a 25-20 and shot a deer once, her only time. “I never shot another after looking into their big brown eyes,” she says. She even steered the boat while he fixed breakfast until the day she hit a rock near Thoms Place. Fortunately, the boat slid off without damage.

-Goldie Silvertsen, born 1910, lived aboard a floating crab and fish cannery that served as both home and business for her family. Great memories from Wrangell in 1920.

“You could always tell who lived out the road in the spring because of their brown cars. The highway didn’t extend to Pat’s Creek and there was no bridge so in the winter they used to take their kids out to Pat’s Creek and sled down the embankment. The road was always better in winter because snow filled the potholes.”

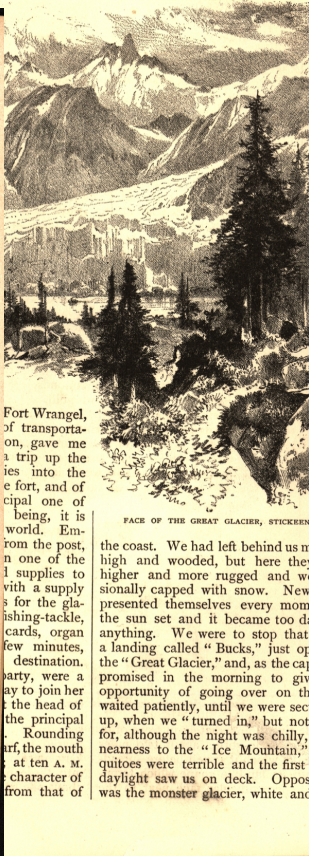
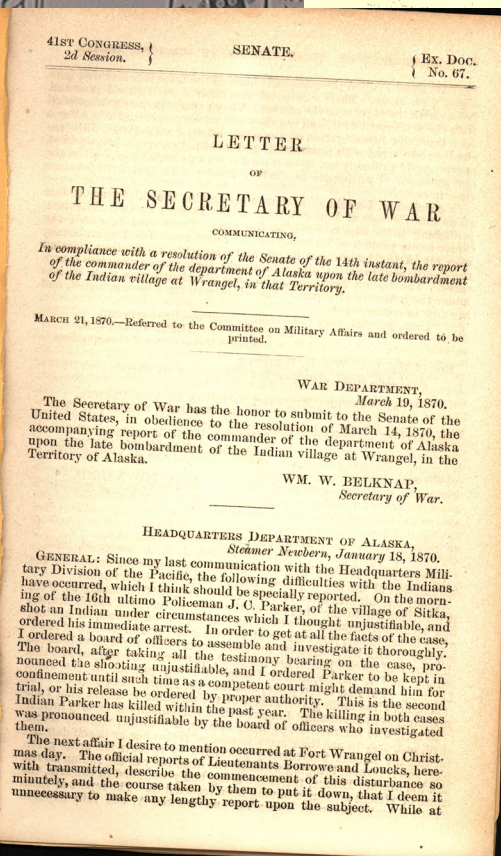
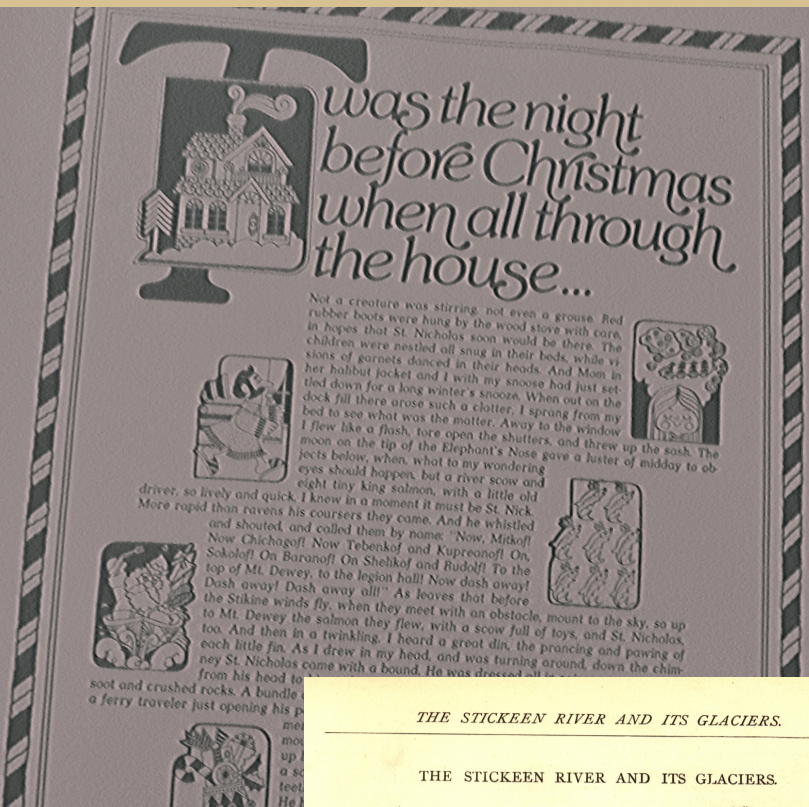
Janice and John Emde, moved to Wrangell in 1967 -

Larry Persily & Lesley Murray

Larry Persily and Lesley Murray left Chicago and moved to Alaska in May 1976 when they bought the Wrangell Sentinel newspaper. The couple ran the newspaper until October 1984, when they moved on to other newspaper work in Juneau. Lesley died in 1987.

While in Wrangell, Lesley immersed herself in the town's history, spending time at the museum and enjoying the challenge of identifying old photographs. She continued her interest while living in Juneau and started to collect artwork and papers of Wrangell's history. Larry donated several of the items in Lesley's collection to the Wrangell Museum. During their time in Wrangell, Larry and Leslie decided that rather than send out the usual holiday cards in December they would do something bigger for the town — they would create and share holiday posters. They printed hundreds of copies of each poster, distributing them to every subscriber and business in town, often printing more for people who wanted another copy or to send to friends, relatives and former residents out of town. The holiday posters included a Wrangell version of "Twas the Night Before Christmas," complete with a new version of the poem written by Lesley, and Wrangell art drawn by Sue Schirmer, who worked at the Sentinel. Another of the posters showed a full moon over Wrangell late at night, with Santa and his reindeer flying past the moon — a photo creation that involved Larry, camera in hand, in the bucket of a boom truck at the end of the city dock.

After 20 years in Alaska journalism, Larry turned to public service with state, federal and municipal offices, including the Alaska Department of Revenue, state legislature, governor's office, and five years as the top federal official assigned to assist with an Alaska North Slope natural gas pipeline project. Larry retired in 2018 and returned to journalism in 2019 when he purchased The Skagway News and started teaching at the University of Alaska Anchorage.



Larry Persily - Past Donations

In the 1980's Larry donated on behalf of the Wrangell Sentinel over 1500 images including sports, news, events and Wrangell town happenings from the early 1950's. (Mainly 1953)



1996.038.137 Cheerleading, 1953
(Old Gym)



1996.038.656a Thunderbirds Town Basketball Team, 1953

I-r rear; Charles Berg, Gary Gunderson, Dave Waddel, Harvey Gross, Lloyd Rinehart
Front: Fred Angerman Sr., Arnold Bakke, Richard Rinehart, Larry Taylor, Tom Maxand, Barney Anderson Coach and school Superintendent

There are so many amazing historical photos to share from the Persily donations, look for them in our future newsletters!

CRAZY FOR BEARFEST



PRESENTATIONS

When you see the bears hit the streets of Wrangell in late July you know that it's BearFest time. BearFest is a Wrangell tradition that brings all bear enthusiasts out to celebrate the bears! The dedicated crew at Alaska Vistas does a fantastic job planning this incredible week of events!

The 2019 bear was painted by local artist Jaynee Fritzinger. The BearFest logo has been designed by local artist Michael Bania for the last two years.



This year BearFest hosted writer and photographer Amy Gulick who stunned the crowd with her photography workshop and book presentation. Chef Dana Tough showed Wrangell her cooking skills with a cooking demonstration and musical act the Chameleon Brotherhood welcomed local musicians to jam with them during the Community Market.



WORKSHOPS

Bearfest is not only for adults, the kids of Wrangell also got in on the fun with art workshops, free movies, and forest service games. Bearfest is the perfect example of what can be accomplished at The Nolan Center with days of back to back activities!



Community Markets

WHERE WRANGELL COMES TOGETHER



WHAT'S ALL THE FUSS ABOUT

The Community Market is a Wrangell summer tradition hosted at The Nolan Center. The Community Market welcomes all vendors to share their crafts and showcase the diversity of Wrangell. Its the perfect event for the whole family from kids games, live music, food and one of a kind crafts.

Coming this holiday season The Nolan Center will be hosting Wrangell's Holiday Markets! We have 3 markets scheduled with the first market on Saturday, November 9th. If you're interested in being a vendor call 874-3770 to reserve a table.

**WRANGELL COMMUNITY MARKET
2019 SCHEDULE**

June 29th - Saturday (Star Legend Cruiseship)

July 27th - Saturday (BEARFEST)

August 24th - Saturday (Seabourn Sojourn Cruiseship)

September 21st - Saturday (Seabourn Sojourn Cruiseship)

DON'T MISS THE FUN 10AM - 1PM



NEW CONCESSIONS & TWO MOVIE WEEKENDS

HUNGRY? WE GOT YOU!

The Nolan Center Theater has kicked it up a notch and is now offering **HOT DOGS** and **NACHOS**! Be on the look out for **SOFT PRETZELS** coming soon!



BIGGEST NEWS YET!

The theater is now offering two different movies in one weekend (when available). This is an exciting opportunity and will now allow for more movie options !

MOVIES WE PLAYED THIS SUMMER:

Pokemon Detective Pikachu
John Wick: Chapter 3 Parabellum
Aladdin
Rocketman
Men In Black International
Godzilla King of Monsters
Toy Story 4
Spider-Man: Far From Home
The Lion King
Dora And The Lost City Of Gold
Once Upon A Time In Hollywood
The Art of Racing In The Rain
Scary Stories To Tell In The Dark
Angry Birds 2
The Peanut Butter Falcon
IT Chapter 2



THEATER

Retro Movie Nights

Item c.

NEW TWIST ON THE OLD CLASSICS

Retro Movie Nights are coming this fall to the Nolan Center Theater! We will be doing monthly showings of the classic movies we all love. The first Retro Night was in **September** with the 80's bad kids - **The Breakfast Club!**



A brain, a beauty, a jock, a rebel and a recluse.
Before the day was over, they broke the rules.
Bared their souls.
And touched each other in a way
they never dreamed possible.

THE BREAKFAST CLUB

BC



Disney's
HOCUS POCUS

FRIDAY, OCTOBER 18TH
7PM

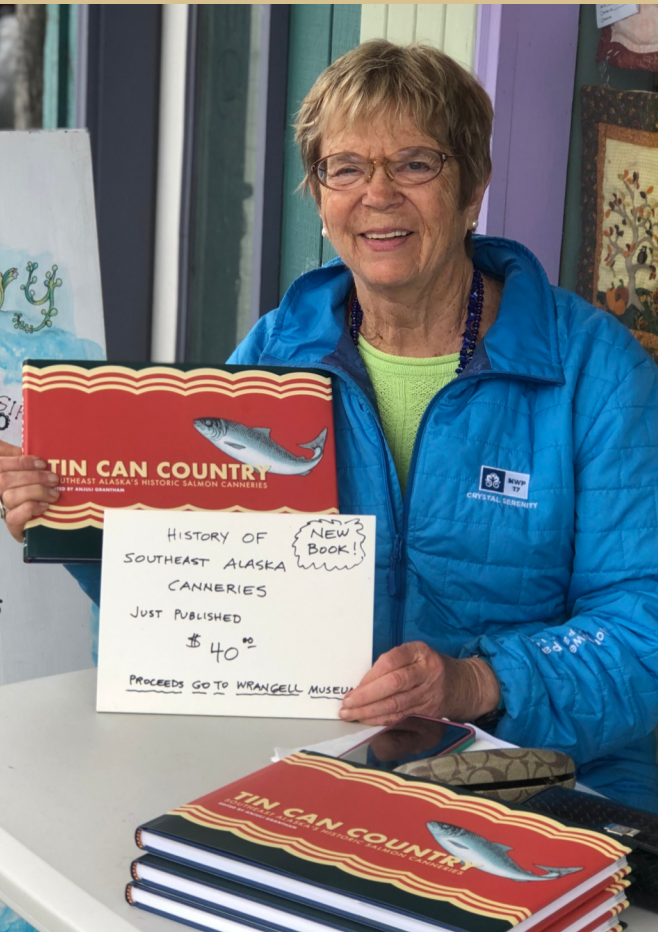


Michael Keaton in
BEETLEJUICE
The Man in Charge from The Afterlife

FRIDAY, OCTOBER 25TH
7PM

ADMISSION: FREE
Combo Snack Deals

This October the Theater will be doing two Retro Nights inspired by Halloween! The first showing is on Friday, **October 18th** with **Hocus Pocus** and the second showing is on Friday, **October 25th** with **Beetlejuice**, both playing at 7pm. The best part about this month's Retro Night is admission to both movies is **FREE!** Bring the family and check out our new combo snack specials!

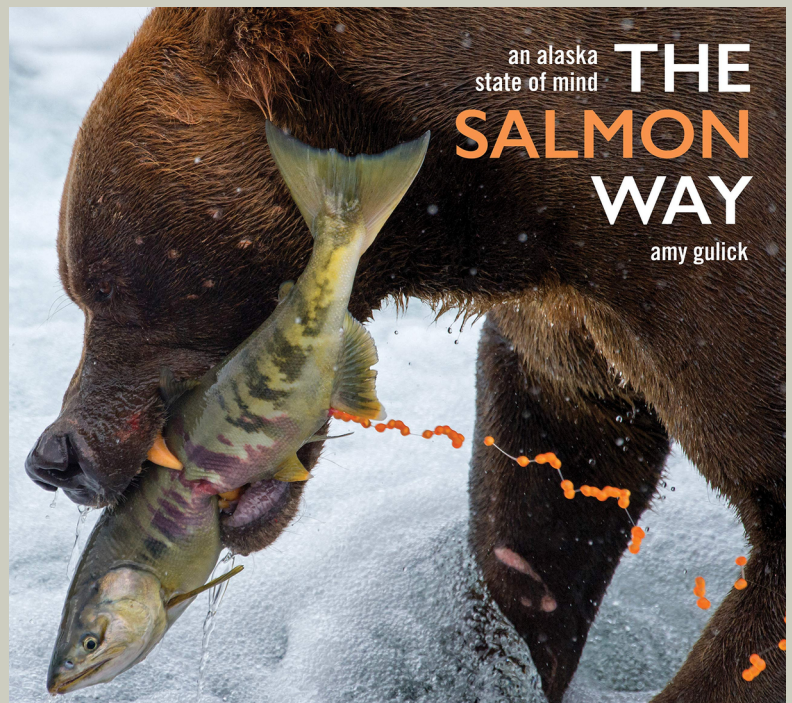


TIN CAN COUNTRY: HISTORIC CANNERIES OF SOUTHEAST ALASKA

A lot of things might come to mind when you think Southeast Alaska and I would guarantee salmon is one of those things. Tin Can Country takes on a multifaceted exploration of Southeast Alaska's historic salmon canneries. In each page of Tin Can Country you can see the passion of this project which was made possible by local historian, Patricia Roppel and collector Karen Hofstad. This perfect coffee table book is filled with vintage photos, biographies, rare salmon can labels and essays about all things that make canneries possible.

THE SALMON WAY

Writer and Photographer, Amy Gulick visited Wrangell in late July for BearFest. Her photographic presentation was spectacular. Alaskans have deeply personal relationships with their salmon. These remarkable fish provide a fundamental source of food, livelihood, and identity, and connect generations and communities throughout the state. This book is filled with fascinating information and incredible photos.





Local Artist Spotlight

Tawney Crowley

You may not have known that Tawney Crowley is an exceptionally talented artist because most of her art was covering her moms home and office walls. That was until her family convinced her to step out of her comfort zone and start selling her art.

She started her creative work with bookmarks and postcards. Now, the Nolan Center Gift Shop has exclusive designs of Tawney's. We currently offer her designs on t-shirts, stickers, magnets, bookmarks and postcards. A new design is coming this spring!

Exciting news - Tawney recently accepted the Art Teaching position at Wrangell Public Schools. Our community is so lucky to have her!





VISITOR CENTER

Information Station

Item c.

Do You Have a Question?

The Nolan Center is the location for the Wrangell Visitor Center which offers information all on things Wrangell. During the summer months you can find guests looking over the large interactive map of Wrangell, browsing pamphlets, planning their next meal with free recipe cards, and educating themselves on the local wildlife. On cruise-ship days the Visitor Center is staffed with knowledgeable Forest Service interns to answer questions for the travelers.

For locals, these questions might seem like second nature but to guests visiting for the first time they are eager to be educated on how to say “Stikine” properly, find out how many people reside in Wrangell, and learn how to get to Anan Bear Observatory, or find out about favorite hiking spots.



A special thank you to Matt, Kelsey, and Corree for an amazing season this year!

5,328
VISITORS THIS
SUMMER!





cocoa's corner

Have you ever wondered how the grounds at The Nolan Center stay so pristine.... that would be because of our amazing groundskeeper Cocoa Massin and her love for plants.

Not only is Cocoa the master behind the gardens but she's also an amazing cook. Feel free to come down to the Nolan Center and pick some blueberries and try this amazing recipe!

New York Strip Steak with Blueberry-Port Sauce

This rich blueberry sauce also tastes wonderful over duck, chicken, or lamb. Thyme and mint are excellent substitutions for the rosemary.

- 2 tablespoons minced shallots
- 1 cup fresh or thawed frozen blueberries
- 3/4 cup port
- 1/4 cup water
- 1 cup beef broth
- 2 teaspoons sugar
- 1/4 teaspoon finely chopped fresh rosemary
- 1 tablespoon unsalted butter
- 4 (8-ounce) New York strip steaks
- 2 tablespoons canola oil
- Salt and freshly ground black pepper

In a saucepan, combine the shallots, blueberries, port, water, broth and sugar, and bring to a boil over medium-high heat. Boil for about 1 hour, until reduced to 1/2 cup. Remove from the heat and stir in the rosemary and butter. Keep warm.

Prepare a fire in a charcoal grill or preheat a grill to high. Pat the steaks dry, brush both sides with the oil, and season to taste with salt and pepper. Place on th grill rack and cook for 4 to 5 minutes on each side for medium-rare. Remove from the heat and set aside to rest for 5 minutes. Place 1 steak on each plate and drizzle 2 tablespoons of the sauce over each. Serve immediately.

Serves 4



Friends of the Museum

Friends of the Museum Membership

Contact Information

Name

Mailing Address

City, State, Zip

Phone Number

Email

Membership Options



INDIVIDUAL - \$25



FAMILY - \$50



CONTRIBUTOR - \$100



BENEFACTOR - \$500+

Payment Options

Send Membership Checks to:
Friends of the Wrangell Museum
P.O. Box 34
Wrangell, AK 99929



If you're not already a member, you might consider this an invitation to become a Friend of the Wrangell Museum.

A Note From the President...

In the spring of this year, the Friends of the Museum met to determine if the organization that had been responsible for raising much needed funding for the construction of the Nolan Center, should reorganize or disband. It was felt by all present that the Friends welcomed a renewed opportunity to serve the current needs of the museum and increase involvement with the community of Wrangell. The membership elected new board members and looked forward to revitalizing the organization.

Previous members were invited back and most chose to continue their membership. Over 60 members were enrolled. Additionally two very generous donations were received. Another unexpected gift from an out of state visitor who was extremely impressed with the quality of the museum.

A membership meeting was held in early September together with the Nolan Center staff, to map out the rest of the year activities. The upcoming traveling exhibit, WRANGELL REMEMBERS... Shipwrecks Close to Home 1908-1952 is opening on Friday, November, 8th. The time period of 1915 through 1920 will inspire the decorations, and the excellent food and spirits accompanying the opening should make this an event not to be missed.

The Friends' top priority this year is to raise enough money to purchase equipment that facilitates the Nolan Center's ability to have more versatility displaying artifacts, wall hangings and local and traveling exhibits. Enough money has already been raised to enable the museum to purchase a much needed free-standing display unit that is both portable and versatile which can easily be used in the lobby or main civic room. Continuing to expand our display capabilities makes Wrangell a more attractive and desirable location for traveling and local exhibits.

As for fundraising activities, much enthusiasm has been generated by the idea of offering a few winter symposiums for gardening and greenhouse enthusiasts with a Wrangell garden tour offered in mid-summer.

~Michael Bania



COMING UP IN OUR NEXT NEWSLETTER:

US Coast & Geodetic Survey steamer Patterson in Wrangell, Alaska, 1915

Brief: Work of the coast and geodetic survey (1895-1940) for the first twenty-odd years of the American occupation consisted of revising and completing much earlier surveys of Alaska in order to provide coastal charts urgently needed during the period of development. Among the early vessels used to perform this new work was the Steamer Patterson.

More photographs and information in our next newsletter!

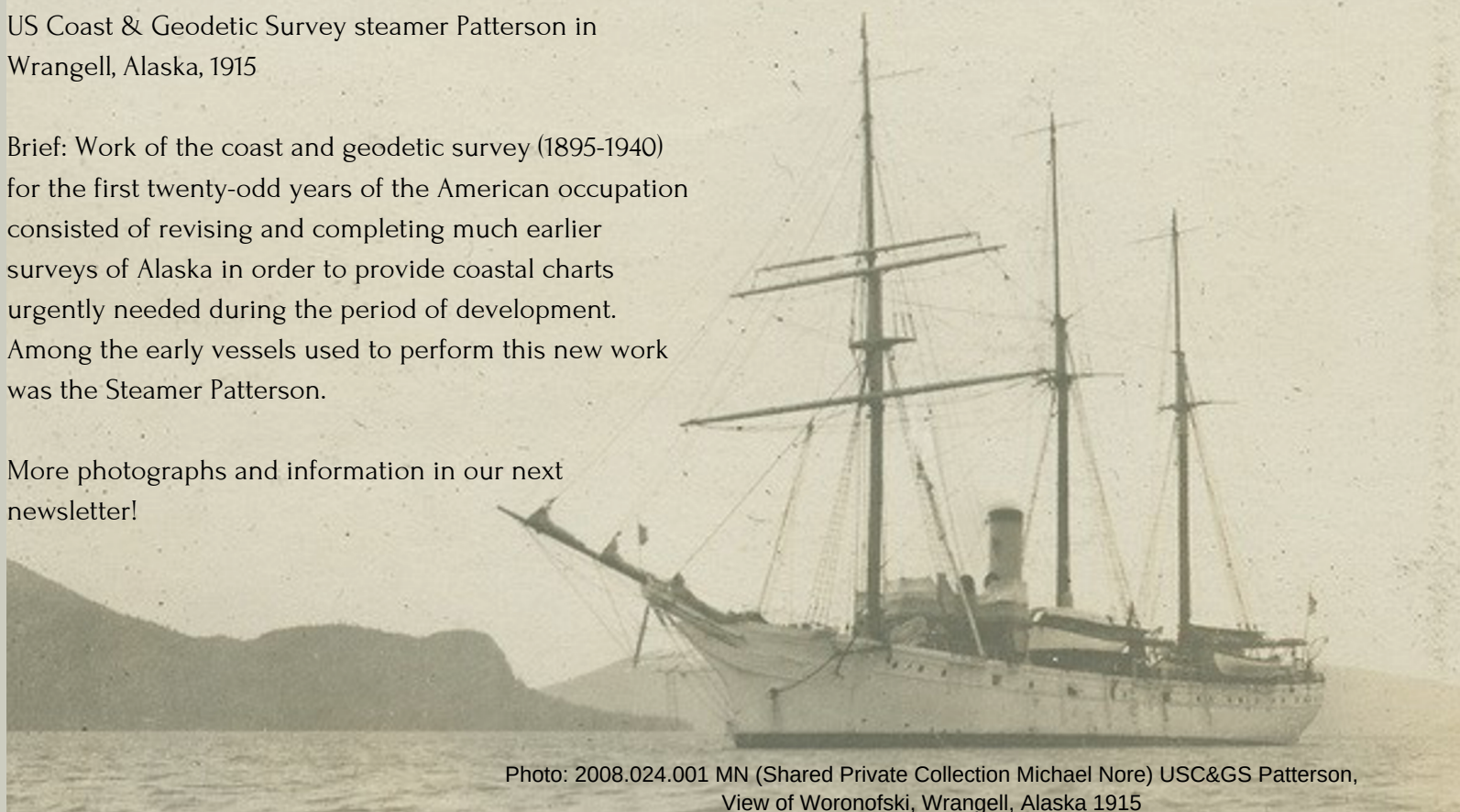


Photo: 2008.024.001 MN (Shared Private Collection Michael Nore) USC&GS Patterson, View of Woronofski, Wrangell, Alaska 1915

Museums Alaska & Alaska Historical Society 2019 Joint Conference - Kodiak, Alaska

Cindy attended this important conference on behalf of the Wrangell Museum. She attended workshops and lectures listening, learning and involving herself in the learning process. Over the course of 4 1/2 days time was spent meeting new colleagues and strengthening bonds with previous contacts. New resources and references were gained and important processes and ideas were brought home to share!





Upcoming Events

Upcoming Events

October

- 1st - City Election
- 5th - Tax Free Day
- 11th - Movie, Abominable - 7pm
- 12th - Wrestling Halibut Dinner - 6pm
- 13th - Movie, Abominable - 7pm
- 18th - Retro Movie Night, Hocus Pocus - 7pm
- 19th - Movie, Abominable - 2pm ***matinee***
- 20th - Movie, Abominable - 7pm
- 25th - TFCU Board Meeting
- 25th - Retro Movie Night, Beetlejuice - 7pm
- 26th - KSTK's Halloween Party - 8pm

November

- 1st/2nd - SSRAA Meetings/Reception
- 2nd - Friends of NRA Banquet - 5pm
- 8th - WRANGELL REMEMBERS... Shipwrecks Close To Home 1908-1952 - 6:30pm
- 9th - Holiday Market - 10am - 2pm
- 22nd - Parlor In The Round - 7pm

December

- 1st - Dove Tree Ceremony - 1pm
- 6th - Holiday Market & Santa - 6pm
- 8th - Community Chorale Concert - 2pm
- 21st - Holiday Market - 10am - 2pm



WRANGELL HOLIDAY MARKET 2019 SCHEDULE

November 9th - Saturday - 10am - 2pm

December 6th - Friday - 4pm - Late (Midnight Madness)
Santa will be at The Nolan Center after tree lighting

December 21st - Saturday - 10am - 2pm (Jolly Shopping)

DON'T MISS THE HOLIDAY FUN!

PUBLIC WORKS REPORT

STREETS

The Streets crew recently replaced several feet of sidewalk on Case Ave, Shakes Street, Main Street and Stikine Ave. We have winterized all of our 200+ fire hydrants, Tanker Truck and Sweeper. We may pull the Sweeper out again if time and weather allows to clean up the mess from the recent storms. It is very time consuming to pull this machine out of storage as it has to be de watered and blown out with air to keep it from freezing and breaking.

In the last week and a half we've demolished the old office inside the green shop, next to Rayme's. This gives Public Works more room to store equipment and eliminated the need to build a shed for the mobile generators that power our Node 4 & 6.

Our Vac truck will take a couple of hours to ready in case we need it this winter as we have no heated building to house it. This has become a workhorse for the CBW, but cannot sit during the winter with water in its system. We will keep it here in our yard, under cover and take the necessary extra hour or two to water it back up, if and when we need it.

The Streets Department has suffered some pretty major equipment breakdowns recently with our Foreman's service truck breaking in half and our only dump truck breaking a crossmember. Replacement options for the service truck are currently being considered. Our dump truck, which a key piece of equipment suffered a broken crossmember which helps support the engine and transmission. The truck, a 1983 Mack, is #32 on the equipment replacement list, was due "technically" scheduled for replacement 16 years ago. We are not able to repair this particular piece, because of the nature of the break and have been unable to find parts at any of the Mack dealers or scrap yards. We cannot function without a dump truck and renting is between \$1,120 and \$1,200 per day.

WATER

The WTP Lead and temp have cleared the brush from the trail and around the flume. They were able to raise the flume part way and get some of the belly out it. Public Works was pulled away on another project, so was unable to help. Missing the last window of nice weather, we'll most likely have to complete this project in the spring.

We are making a plan to uncover and pressure test the existing upper reservoir bypass line. The line extends out of the vaults on both ends and no one knows where it starts or stops. This line is schedule 52 ductile iron, installed in the early 90's.

We have a welder meeting us at the WTP October 18th to make a plan for replacing our stainless steel Ozone line. This has been an ongoing problem since the plant was built, having to be repaired 4 times in the last couple of years.

SEWER

We are waiting for an update on our new pump for Node 4. We've been plagued with these pumps failing at this particular pump station for quite some time. Quite often failing only after 800 hours of use.

The manufacturer has narrowed it down to air in the line, or the ball valves installed are causing some hammering in the system. We are waiting for an update before moving forward with ideas for a fix.

We've had a few random, typical breakdowns with some of our pump stations out the road. The crew mobilized and fixed them in pretty short order. However their response truck is really showing its age. It is #27 on the equipment replacement list, a 1996 GMC, 1 ton, dually 4x4, and was "technically" scheduled to be replaced 8 years ago. This truck carries all the tools needed to fix pump stations, clean parts and personnel, and carries the crane needed to replace pumps when they fail. The engine has a pretty significant oil leak and the tires often rub on the underside of the bed because of the weight it carries.

GARAGE

We have received the new lift for the Garage Department that was approved in the FY 20 Budget and will hopefully have it installed next week. This will give the mechanics the ability to lift the F-550's and the ambulances, and everything in between.

Mechanic, Lorne, will be going to the Waterous pump training and inspection course in Minnesota in March. This will give the Garage the ability to perform pump tests on all firetrucks.

SANITATION

The Sanitation Department will receive our 40' open top container and continue shipping metal out as fast as possible. It is piling up faster than it can shipped out with the 20' containers that AML has. This will enable the CBW to ship more metal for less money. A 20' half high to the scrap yard is \$1,504, while a 40' high cube, open top is \$2,054. After receiving word from Channel Construction that they would no longer be coming through Southeast on their metal runs, it was decided to ship the metal out ourselves. Salvaging copper, brass and aluminum and raising the junk car disposal rate, will help offset the cost to ship out the less valuable metals.

We were not able to finish our raised burn project because of the Public Works dump truck breaking down. We hope to finish it this winter, but will have to see what happens. If the mud gets too bad, we'll have to hire a truck and driver to haul rock in for us.

We are wrapping up the Baler Plan in the format requested by the Assembly. The price has gone up some as Balers always do around this time of year. At Southeast Conference, we found out that there may possibly be some money with The Denali Commission for this project. The salesman from Badger Balers will be here to meet with PW Director on October 17th, to give advice on how to set up the Baler in our facility. He was coming through after installing Petersburg's new Baler and offered up his services.

CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	October 22, 2019
	<u>Agenda Section</u>	13

Financial Reports

SUBMITTED BY:

Joyce Mason, Finance Director

FISCAL NOTE:

Expenditure Required: \$0 Total

FY 20: \$0

FY 21: \$0

FY22: \$0

Amount Budgeted:

FY20 \$N/A

Account Number(s):

N/A

Account Name(s):

N/A

Unencumbered Balance(s) (prior to expenditure):

\$N/A

Reviews/Approvals/Recommendations

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

ATTACHMENTS: 1. LIST ATTACHMENTS HERE....

RECOMMENDATION MOTION:

None. Report only.

SUMMARY STATEMENT:

The following two financial reports are attached for review by the Assembly:

1. Consolidated Financial Report for FY 2020 through October 15, 2019
2. Unpaid Property Taxes 2017-2019

The outstanding Accounts Receivables Report will be on the next agenda as there was a complication pulling the information from the current Harbor software.

October 17, 2019

To: City & Borough Mayor & Assembly members

From: Joyce Mason, Finance Director

The attached report is my first attempt to provide you with financial data for the City and Borough of Wrangell. This report contains the revenue and expenses for the first quarter of fiscal year 2020 for the major operations of the city and borough. My department is still in the process of streamlining the accounting and implementing internal controls, so in the future I hope to be able to provide timely and informative financial data for your review.

I apologize I will not be able to attend the assembly meeting to answer any questions, but I am attending a training for our accounting software, AccuFund. I will be back in the office the week of October 28th so please feel free to stop by my office any time if you have any questions.

Thank you for your support and cooperation during my initial transition to Wrangell.

Consolidated Statement of Activity - MTD and YTD General Fund Revenue
City and Borough of Wrangell
For 10/15/2019

Item e.

General Fund	M-T-D Actual	Y-T-D Actual	Y-T-D Budget	Variance
000 11000 4010 Property Taxes	3,691.24	1,811,202.24	1,815,186.00	(3,983.76)
000 11000 4015 Property Tax Penalties & Interest	338.06	5,943.63	20,000.00	(14,056.37)
000 11000 4020 Sales Taxes	0.00	0.00	1,853,809.20	(1,853,809.20)
000 11000 4025 Sales Tax Penalties & Interest	8,521.94	19,601.72	15,000.00	4,601.72
000 11000 4030 Payment in Lieu of Taxes	0.00	4,086.91	450,000.00	(445,913.09)
000 11000 4095 Wrangell Medical Center Legacy Revenues	0.00	0.00	350,000.00	(350,000.00)
000 11000 4101 PERS On-behalf Revenue	0.00	0.00	102,000.00	(102,000.00)
000 11000 4110 Municipal Assistance Revenue	0.00	409,355.51	408,276.00	1,079.51
000 11000 4120 Liquor Tax Share Revenue	0.00	0.00	8,200.00	(8,200.00)
000 11000 4125 Marijuana Tax Revenue	0.00	949.06	7,000.00	(6,050.94)
000 11000 4320 Jail Rent Revenue	0.00	92,993.75	372,000.00	(279,006.25)
000 11000 4325 Court Rent Revenue	0.00	15,600.00	62,400.00	(46,800.00)
000 11000 4330 Cemetery Services	240.00	780.00	2,500.00	(1,720.00)
000 11000 4335 Cemetery Plot Sales	122.70	782.70	2,500.00	(1,717.30)
000 11000 4350 911 Surcharge	1,750.88	14,413.49	50,000.00	(35,586.51)
000 11000 4360 Building Permits	100.00	550.00	1,500.00	(950.00)
000 11000 4365 Planning & Zoning Permit Revenue	50.00	375.00	0.00	375.00
000 11000 4370 Tideland Lease Revenue	0.00	0.00	50,000.00	(50,000.00)
000 11000 4401 Fines & Forfeitures	179.00	1,966.00	15,000.00	(13,034.00)
000 11000 4402 Police Services	113.00	385.00	5,000.00	(4,615.00)
000 11000 4403 DMV Services	5,833.00	32,424.00	95,000.00	(62,576.00)
000 11000 4404 Misc. Animal Control Revenues	0.00	0.00	1,000.00	(1,000.00)
000 11000 4405 Dog Licenses	16.05	112.25	0.00	112.25
000 11000 4550 Interest Income	0.00	0.00	35,000.00	(35,000.00)
000 11000 4590 State Grant Revenue	0.00	0.00	337,500.00	(337,500.00)
000 11000 4600 Miscellaneous Revenues	2,826.88	3,941.78	2,000.00	1,941.78
000 11000 4601 Insufficient Funds Fees Collected	0.00	0.00	100.00	(100.00)
000 11000 4604 Miscellaneous Library Revenues	205.62	941.29	1,780.00	(838.71)
000 11000 4605 Copier Revenues	117.74	570.23	2,000.00	(1,429.77)
000 11000 4910 Transfer from General Fund	0.00	(197,189.50)	0.00	(197,189.50)
000 11000 4920 Transfer from Permanent Fund	0.00	0.00	250,000.00	(250,000.00)
026 11000 4330 Cemetery Services	570.00	570.00	0.00	570.00
026 11000 4335 Cemetery Plot Sales	660.00	660.00	0.00	660.00
Total Revenues	25,336.11	2,221,015.06	6,314,751.20	(4,093,736.14)

Consolidated Statement of Activity - MTD and YTD
October 15, 2019

Item e.

	<u>M-T-D</u> <u>Actual</u>	<u>Y-T-D</u> <u>Actual</u>	<u>Y-T-D</u> <u>Budget</u>	<u>Variance</u>
<u>Borough Administration</u>				
Total Personnel & Benefits Expenses	9.00	70,740.54	293,000.00	222,259.46
001 11000 7001 Materials & Supplies	65.84	328.17	4,000.00	3,671.83
001 11000 7502 Phone/Internet	202.12	1,100.41	2,000.00	899.59
001 11000 7503 Information Technology	0.00	0.00	9,300.00	9,300.00
001 11000 7505 Travel & Training	586.61	3,808.46	18,156.00	14,347.54
001 11000 7507 Memberships & Dues	0.00	0.00	4,100.00	4,100.00
001 11000 7508 Insurance	0.00	6,042.00	86,079.00	80,037.00
001 11000 7520 Attorney, Retainer	0.00	23,402.66	125,500.00	102,097.34
001 11000 7524 Wrangell Medical Center Legacy	0.00	38.80	25,000.00	24,961.20
001 11000 7530 Lobbying	8,200.00	19,400.00	70,000.00	50,600.00
001 11000 7570 Tourism Industry Expenses	0.00	7,950.00	20,000.00	12,050.00
001 11000 7576 Promotional	0.00	750.00	10,000.00	9,250.00
Total Expenses	(9,063.57)	(133,561.04)	(667,135.00)	(533,573.96)
<u>Clerk, Mayor, Assembly, & Advisory Boards</u>				
Total Personnel & Benefits Expenses	541.10	39,593.16	152,911.00	113,317.84
002 11000 7001 Materials & Supplies	172.35	915.48	4,690.00	3,774.52
002 11000 7008 Non-capital Equipment	0.00	399.00	2,250.00	1,851.00
002 11000 7503 Information Technology	0.00	90.00	4,005.00	3,915.00
002 11000 7505 Travel & Training	1,285.60	3,602.29	15,100.00	11,497.71
002 11000 7506 Publications & Advertising	2,293.00	2,744.68	19,120.00	16,375.32
002 11000 7507 Memberships & Dues	0.00	6,009.50	3,610.00	(2,399.50)
002 11000 7571 Recording fees	0.00	0.00	500.00	500.00
002 11000 7572 Records preservation	0.00	0.00	100.00	100.00
002 11000 7573 Election Expenses & Supplies	0.00	790.00	2,000.00	1,210.00
002 11000 7574 Municipal code republishing	0.00	909.50	2,000.00	1,090.50
Total Expenses	(4,292.05)	(55,053.61)	(206,286.00)	(151,232.39)
<u>Finance</u>				
Total Personnel & Benefits Expenses	28,829.76	150,367.08	403,030.00	252,662.92
003 11000 7001 Materials & Supplies	2,751.65	3,957.02	15,000.00	11,042.98
003 11000 7002 Facility Repair & Maintenance	269.52	1,637.37	4,750.00	3,112.63
003 11000 7004 Postage & Shipping	(3.30)	1,639.73	14,000.00	12,360.27
003 11000 7006 Computer Software, Programming & Licensing	0.00	4,192.53	0.00	(4,192.53)
003 11000 7008 Non-capital Equipment	0.00	1,493.29	29,300.00	27,806.71
003 11000 7009 Equipment Repair & Maintenance	0.00	376.32	5,000.00	4,623.68
003 11000 7011 Equipment Rental Expense	364.27	647.32	0.00	(647.32)
003 11000 7199 Cash Over/Short	0.00	(9.90)	0.00	9.90
003 11000 7501 Utilities	0.00	1,258.07	15,000.00	13,741.93
003 11000 7502 Phone/Internet	486.21	2,615.84	15,000.00	12,384.16
003 11000 7503 Information Technology	0.00	4,442.10	110,000.00	105,557.90
003 11000 7505 Travel & Training	365.43	6,874.60	5,000.00	(1,874.60)
003 11000 7508 Insurance	0.00	434.85	0.00	(434.85)

003 11000 7509 Bank & Credit Card Fees	57.10	14,294.93	0.00	(14,294.93)
003 11000 7540 Auditing Services	0.00	0.00	55,000.00	55,000.00
003 11000 7550 Property Assessment Services	0.00	(25.00)	72,000.00	71,975.00
003 11000 7562 Penalties & Interest	0.00	14,364.93	0.00	(14,364.93)
003 11000 7603 Charges from Finance	0.00	0.00	(156,960.00)	(156,960.00)
003 11000 7629 Charges from Capital Facilities	0.00	0.00	56,300.00	56,300.00
003 11000 7900 Capital Expenditures	0.00	10,495.50	43,000.00	32,504.50
Total Expenses	(33,120.64)	(219,056.58)	(685,420.00)	(466,363.42)

Fire

Total Personnel & Benefits Expenses	27.00	44,914.98	189,570.00	144,655.02
012 11000 7001 Materials & Supplies	0.00	482.88	10,000.00	9,517.12
012 11000 7008 Non-capital Equipment	0.00	680.30	7,500.00	6,819.70
012 11000 7009 Equipment Repair & Maintenance	0.00	1,978.28	14,000.00	12,021.72
012 11000 7010 Vehicle Maintenance	85.00	3,213.84	35,000.00	31,786.16
012 11000 7100 Uniform, gear & clothing allowance	0.00	0.00	11,000.00	11,000.00
012 11000 7110 Fire Prevention & Education	0.00	175.00	2,000.00	1,825.00
012 11000 7111 Volunteer Firefighter Insurance	0.00	0.00	12,600.00	12,600.00
Expenses				
012 11000 7112 Contribution for Fire Calls	0.00	0.00	5,500.00	5,500.00
012 11000 7113 Fire Substation Expenses	0.00	0.00	5,000.00	5,000.00
012 11000 7501 Utilities	0.00	715.70	10,000.00	9,284.30
012 11000 7502 Phone/Internet	130.30	1,289.29	7,100.00	5,810.71
012 11000 7505 Travel & Training	0.00	5,492.69	10,000.00	4,507.31
012 11000 7508 Insurance	0.00	2,283.99	8,263.00	5,979.01
012 11000 7900 Capital Expenditures	0.00	0.00	467,000.00	467,000.00
Total Expenses	(242.30)	(61,226.95)	(794,533.00)	(733,306.05)

Police

Total Personnel & Benefits Expenses	27,054.59	230,298.72	778,525.00	548,226.28
013 11000 7001 Materials & Supplies	100.30	1,779.86	13,500.00	11,720.14
013 11000 7004 Postage & Shipping	0.00	(47.80)	0.00	47.80
013 11000 7009 Equipment Repair & Maintenance	0.00	2,923.88	4,000.00	1,076.12
013 11000 7010 Vehicle Maintenance	1,106.62	4,083.58	25,000.00	20,916.42
013 11000 7012 Boat Maintenance & Repair	0.00	0.00	10,000.00	10,000.00
013 11000 7014 Vehicle Impound Expenses	0.00	0.00	2,000.00	2,000.00
013 11000 7101 Criminal History Records	0.00	0.00	750.00	750.00
013 11000 7102 Police Gear & Uniform	625.00	1,250.00	5,300.00	4,050.00
Allowance/Expenses				
013 11000 7103 Ammunition	0.00	0.00	7,500.00	7,500.00
013 11000 7104 Special Investigations	0.00	0.00	2,500.00	2,500.00
013 11000 7105 Animal Control Expenses	0.00	27.00	2,500.00	2,473.00
013 11000 7502 Phone/Internet	828.88	3,414.22	15,000.00	11,585.78
013 11000 7503 Information Technology	0.00	580.00	8,000.00	7,420.00
013 11000 7505 Travel & Training	135.00	3,128.05	39,750.00	36,621.95
013 11000 7506 Publications & Advertising	0.00	1,386.00	500.00	(886.00)
013 11000 7508 Insurance	0.00	7,588.05	5,149.00	(2,439.05)
013 111 7701 State of Alaska Share of DMV Services	4,310.40	22,345.10	65,000.00	42,654.90

013 11000 7702 State of Alaska Share of Citations	0.00	0.00	1,200.00	1,200.00
Total Expenses	(34,160.79)	(278,756.66)	(986,174.00)	Item e. 4)
<u>Corrections & Dispatch</u>				
Total Personnel & Benefits Expenses	12,024.03	113,137.33	543,695.00	430,557.67
014 11000 7001 Materials & Supplies	0.00	0.00	3,500.00	3,500.00
014 11000 7106 Prisoner Meals	1,485.63	2,234.30	10,000.00	7,765.70
014 11000 7502 Phone/Internet	0.00	0.00	1,500.00	1,500.00
014 11000 7505 Travel & Training	0.00	0.00	24,600.00	24,600.00
Total Expenses	(13,509.66)	(115,371.63)	(583,295.00)	(467,923.37)
<u>Public Safety Building</u>				
Total Personnel & Benefits Expenses	0.00	0.00	0.00	0.00
015 11000 7002 Facility Repair & Maintenance	0.00	9,104.05	56,000.00	46,895.95
015 11000 7003 Custodial Supplies	0.00	503.89	3,000.00	2,496.11
015 11000 7501 Utilities	0.00	11,298.78	120,000.00	108,701.22
015 11000 7502 Phone/Internet	0.00	84.52	600.00	515.48
015 11000 7508 Insurance	0.00	0.00	9,677.00	9,677.00
015 11000 7621 Public Works Labor Charges	0.00	0.00	2,500.00	2,500.00
015 11000 7629 Charges from Capital Facilities	0.00	71.28	82,500.00	82,428.72
Total Expenses	0.00	(21,062.52)	(274,277.00)	(253,214.48)
<u>Public Works</u>				
Total Personnel & Benefits Expenses	12,693.79	164,565.35	632,260.00	467,694.65
021 11000 7001 Materials & Supplies	0.00	169.96	4,000.00	3,830.04
021 11000 7002 Facility Repair & Maintenance	0.00	0.00	1,000.00	1,000.00
021 11000 7018 Miscellaneous Tools	0.00	0.00	1,000.00	1,000.00
021 11000 7100 Uniform, gear & clothing allowance	49.99	345.50	2,600.00	2,254.50
021 11000 7502 Phone/Internet	493.86	1,397.28	7,000.00	5,602.72
021 11000 7503 Information Technology	0.00	0.00	4,000.00	4,000.00
021 11000 7505 Travel & Training	0.00	652.19	5,388.00	4,735.81
021 11000 7508 Insurance	0.00	4,495.38	11,511.00	7,015.62
021 11000 7621 Public Works Labor Charges	0.00	0.00	(285,264.00)	(285,264.00)
021 11000 7629 Charges from Capital Facilities	0.00	0.00	2,000.00	2,000.00
Total Expenses	(13,237.64)	(171,625.66)	(385,495.00)	(213,869.34)
<u>Garage</u>				
Total Personnel & Benefits Expenses	22.50	51,995.25	211,140.00	159,144.75
022 11000 7001 Materials & Supplies	708.72	10,156.81	10,000.00	(156.81)
022 11000 7002 Facility Repair & Maintenance	0.00	88.35	30,000.00	29,911.65
022 11000 7006 Software Programming & Licensing	0.00	29.99	3,000.00	2,970.01
022 11000 7015 Fuel - Automotive	0.00	11,987.92	65,000.00	53,012.08
022 11000 7017 Fuel - Heating	0.00	0.00	4,000.00	4,000.00
022 11000 7018 Miscellaneous Tools	0.00	0.00	1,750.00	1,750.00
022 11000 7100 Clothing & Gear	169.90	441.63	1,400.00	958.37
022 11000 7501 Utilities	0.00	2,305.70	20,000.00	17,694.30
022 112 7502 Phone/Internet	3.42	9.13	0.00	(9.13)
022 11000 7503 Information Technology	0.00	578.50	0.00	(578.50)
022 11000 7505 Travel & Training	0.00	0.00	10,000.00	10,000.00

022 11000 7508 Insurance	0.00	288.75	0.00	(288.75)
022 11000 7621 Public Works Labor Charges	0.00	(322.36)	5,000.00	4,677.64
022 11000 7629 Charges from Capital Facilities	0.00	0.00	7,500.00	7,500.00
022 11000 7900 Capital Expenditures	0.00	24,982.23	25,000.00	17.77
Total Expenses	(904.54)	(102,541.90)	(393,790.00)	(291,248.10)

Streets

Total Personnel & Benefits Expenses	0.00	0.00	0.00	0.00
024 11000 7010 Vehicle Maintenance	114.37	7,446.04	80,000.00	72,553.96
024 11000 7011 Equipment Rental Expense	0.00	0.00	10,000.00	10,000.00
024 11000 7030 Street Maintenance Materials & Supplies	4,228.12	15,295.50	100,000.00	84,704.50
024 11000 7501 Utilities	0.00	3,445.32	23,000.00	19,554.68
024 11000 7621 Public Works Labor Charges	0.00	0.00	125,000.00	125,000.00
Total Expenses	(4,342.49)	(26,186.86)	(338,000.00)	(311,813.14)

Cemetery

Total Personnel & Benefits Expenses	0.00	0.00	0.00	0.00
026 11000 7001 Materials & Supplies	0.00	0.00	2,500.00	2,500.00
026 11000 7621 Public Works Labor Charges	0.00	0.00	9,000.00	9,000.00
026 11000 7900 Capital Expenditures	0.00	0.00	50,000.00	50,000.00
Total Expenses	0.00	0.00	(61,500.00)	(61,500.00)

Capital Facilities

Total Personnel & Benefits Expenses	16,961.59	105,596.72	423,600.00	318,003.28
029 11000 7001 Materials & Supplies	0.00	2,088.39	4,500.00	2,411.61
029 11000 7002 Facility Repair & Maintenance	0.00	586.42	12,500.00	11,913.58
029 11000 7010 Vehicle Maintenance & Repair	0.00	540.80	5,000.00	4,459.20
029 11000 7017 Fuel & Oil - Heating	0.00	0.00	1,500.00	1,500.00
029 11000 7018 Miscellaneous Tools	0.00	1,228.88	5,000.00	3,771.12
029 11000 7100 Clothing & Gear	0.00	0.00	2,800.00	2,800.00
029 11000 7501 Utilities	0.00	0.00	3,000.00	3,000.00
029 11000 7502 Phone/Internet	362.04	776.53	0.00	(776.53)
029 11000 7503 Information Technology	0.00	3,471.00	5,600.00	2,129.00
029 11000 7505 Travel & Training	0.00	0.00	11,290.00	11,290.00
029 11000 7508 Insurance	0.00	287.25	0.00	(287.25)
029 11000 7629 Charges from Capital Facilities	0.00	0.00	(258,500.00)	(258,500.00)
Total Expenses	(17,323.63)	(114,575.99)	(216,290.00)	(101,714.01)

Planning & Zoning

Total Personnel & Benefits Expenses	0.00	0.00	0.00	0.00
032 11000 7001 Materials & Supplies	0.00	0.00	500.00	500.00
032 11000 7505 Travel & Training	0.00	0.00	1,600.00	1,600.00
032 11000 7506 Publications & Advertising	0.00	0.00	1,500.00	1,500.00
032 11000 7507 Memberships & Dues	0.00	0.00	430.00	430.00
032 11000 7512 Mapping Expenses	0.00	0.00	4,000.00	4,000.00
Total Expenses	0.00	0.00	(8,030.00)	(8,030.00)

Community Promotion

Total Personnel & Benefits Expenses	0.00	0.00	0.00	0.00
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033 11000 7820 Senior Citizen Program Expenditures	0.00	11,500.00	11,500.00	0.00
033 11000 7822 Contribution to Chamber of Commerce	0.00	0.00	23,000.00	0.00
033 11000 7823 Contribution to Local Radio	0.00	8,500.00	8,500.00	0.00
033 11000 7826 Contribution to Volunteer Fire Department	0.00	0.00	4,000.00	4,000.00
Total Expenses	0.00	(20,000.00)	(47,000.00)	(27,000.00)

Library

Total Personnel & Benefits Expenses	1,623.27	53,445.21	210,713.20	157,267.99
034 11000 7001 Materials & Supplies	262.31	1,556.02	5,000.00	3,443.98
034 11000 7002 Facility Repair & Maintenance	0.00	1,325.33	10,000.00	8,674.67
034 11000 7003 Custodial Supplies	0.00	0.00	1,000.00	1,000.00
034 11000 7004 Postage & Shipping	0.00	200.74	2,000.00	1,799.26
034 11000 7120 Library Books	272.43	2,313.19	20,000.00	17,686.81
034 11000 7501 Utilities	0.00	1,021.21	9,000.00	7,978.79
034 11000 7502 Phone/Internet	7.09	475.06	4,400.00	3,924.94
034 11000 7503 Information Technology	0.00	691.00	10,000.00	9,309.00
034 11000 7505 Travel & Training	0.00	0.00	2,000.00	2,000.00
034 11000 7508 Insurance	0.00	1,286.13	2,701.00	1,414.87
034 11000 7629 Charges from Capital Facilities	0.00	0.00	9,500.00	9,500.00
Total Expenses	(2,165.10)	(62,313.89)	(286,314.20)	(224,000.31)

Nolan Center Statement of Activity by Fund and Department
September 30, 2019

Item e.

	<u>Q-T-D</u> <u>Actual</u>	<u>Y-T-D</u> <u>Budget</u>	<u>Variance</u>
<u>Revenues</u>			
4101 PERS On-behalf Revenue	0.00	3,550.00	3,550.00
4550 Interest Income	0.00	50.00	50.00
4910 Nolan Center Transfer from General Fund	0.00	153,811.00	153,811.00
4912 Transfer from Investments	0.00	100,000.00	100,000.00
4928 Transfer from Transient Tax Fund	0.00	14,400.00	14,400.00
<u>Total Revenues</u>	<u>0.00</u>	<u>271,811.00</u>	<u>271,811.00</u>
<u>Facility Expenses</u>			
6001 Salaries & Wages	0.00	113,715.00	(113,715.00)
6002 Temporary Wages	5,158.25	80,000.00	(74,841.75)
6005 Overtime	0.00	2,000.00	(2,000.00)
6100 Personnel Benefits	0.00	77,440.00	(77,440.00)
6101 Employer Tax	394.62	0.00	394.62
6222 Workers Compensation	153.21	0.00	153.21
7001 Materials & Supplies	2,852.02	6,900.00	(4,047.98)
7002 Facility Repair & Maintenance	12,882.45	46,500.00	(33,617.55)
7003 Custodial Supplies	1,491.76	2,000.00	(508.24)
7004 Postage & Shipping	59.05	300.00	(240.95)
7008 Non-capital Equipment	58.98	4,000.00	(3,941.02)
7009 Equipment Repair & Maintenance	788.46	4,000.00	(3,211.54)
7017 Fuel & Oil - Heating	0.00	10,000.00	(10,000.00)
7501 Utilities	8,622.27	80,000.00	(71,377.73)
7502 Phone/Internet	1,756.92	9,000.00	(7,243.08)
7508 Insurance	3,780.33	9,691.00	(5,910.67)
7629 Charges from Capital Facilities	0.00	22,800.00	(22,800.00)
7900 Capital Expenditures	16,556.00	35,000.00	(18,444.00)
<u>Total Expenses</u>	<u>54,554.32</u>	<u>503,346.00</u>	<u>(448,791.68)</u>
Excess Revenue Over (Under) Expenditures	(54,554.32)	(503,346.00)	448,791.68

Museum

<u>Revenues</u>			
4610 Deposits Clearing Account	12,309.32	0.00	(12,309.32)
4690 Donations	3,500.00	3,000.00	(500.00)
4701 Admissions/User Fees	19,459.22	40,000.00	20,540.78
4703 Sales of Merchandise & Concessions	51,466.84	90,000.00	38,533.16
<u>Total Revenues</u>	<u>86,735.38</u>	<u>133,000.00</u>	<u>46,264.62</u>
<u>Expenses</u>			
6002 Temporary Wages	11,917.80	0.00	11,917.80
6005 Overtime	32.16	0.00	32.16
6101 Employer Tax	914.16	0.00	914.16
6210 Employee Health Benefits	27.00	0.00	27.00
6222 Workers Compensation	29.07	0.00	29.07
7001 Materials & Supplies	389.80	0.00	389.80
7050 Concessions & Merchandise for Resale	21,411.43	40,000.00	(18,588.57)

7055 Museum Exhibits	1,965.00	3,000.00	(1,035.00)
7505 Travel & Training	1,728.48	5,000.00	(3,271.52)
7509 Bank & Credit Card Fees	1,612.42	500.00	1,112.42
7577 Asset Preservation & Management	0.00	1,500.00	(1,500.00)
Total Expenses	40,027.32	50,000.00	(9,972.68)
Excess Revenue Over (Under) Expenditures	46,708.06	83,000.00	56,237.30

Item e.

Civic Center

Revenues

4705 Facility Rental	9,369.51	20,000.00	10,630.49
4707 Equipment Rental	0.00	5,000.00	5,000.00
4708 Event Revenue	990.25	5,000.00	4,009.75
Total Revenues	10,359.76	30,000.00	19,640.24

Expenses

6001 Salaries & Wages	26,507.37	0.00	26,507.37
6002 Temporary Wages	901.85	0.00	901.85
6005 Overtime	191.37	0.00	191.37
6010 Vacation expense	1,242.57	0.00	1,242.57
6101 Employer Tax	464.72	0.00	464.72
6102 PERS Retirement	5,867.24	0.00	5,867.24
6103 SBS	1,710.99	0.00	1,710.99
6210 Employee Health Benefits	4,387.41	0.00	4,387.41
6220 Life Insurance	72.28	0.00	72.28
6222 Workers Compensation	54.84	0.00	54.84
7505 Travel & Training	350.00	0.00	350.00
7506 Publications & Advertising	98.18	10,000.00	(9,901.82)
7507 Memberships & Dues	30.00	1,500.00	(1,470.00)
Total Expenses	41,878.82	11,500.00	30,378.82
Excess Revenue Over (Under) Expenditures	(31,519.06)	18,500.00	(10,738.58)

Theater

Revenues

4610 Deposits Clearing Account	(4,150.25)	0.00	4,150.25
4701 Admissions/User Fees	14,939.16	50,000.00	35,060.84
4703 Sales of Merchandise & Concessions	15,261.24	50,000.00	34,738.76
Total Revenues	26,050.15	100,000.00	73,949.85

Expenses

6001 Salaries & Wages	1,878.39	0.00	1,878.39
6002 Temporary Wages	6,052.60	0.00	6,052.60
6005 Overtime	139.12	0.00	139.12
6010 Vacation expense	77.85	0.00	77.85
6101 Employer Tax	492.37	0.00	492.37
6102 PERS Retirement	443.95	0.00	443.95
6103 SBS	128.47	0.00	128.47
6210 Health Insurance Premiums	401.73	0.00	401.73
6220 Life Insurance	6.62	0.00	6.62
6222 Workers Compensation	71.86	0.00	71.86
7050 Concessions & Merchandise for Resale	8,676.78	20,000.00	(11,323.22)
7506 Publications & Advertising	378.00	2,500.00	(2,122.00)
783 Expense	1,995.44	30,000.00	(28,004.56)
Total Expenses	20,743.18	52,500.00	(31,756.82)
Excess Revenue Over (Under) Expenditures	5,306.97	47,500.00	105,706.67

Nolan Center Total				<div>Item e.</div>
Revenues	123,145.29	534,811.00	411,665.71	
Expenses	157,203.64	617,346.00	(460,142.36)	
Net Revenue over Expenditures	(34,058.35)	(82,535.00)		

Consolidated Statement of Activity by Fund and Department
October 15, 2019

Item e.

	<u>M-T-D</u>	<u>Y-T-D</u>	<u>Y-T-D</u>	
	<u>Actual</u>	<u>Actual</u>	<u>Budget</u>	<u>Variance</u>
<u>Revenues</u>				
4101 Parks & Recreation PERS On-behalf Revenue	0.00	0.00	6,840.00	0.00
4550 Parks & Recreation Interest Income	0.00	0.00	15,000.00	0.00
4703 Parks & Recreation Sales of Merchandise & Concessions	0.00	0.00	750.00	0.00
4910 Parks & Recreation Transfer from General Fund	0.00	197,189.51	788,758.00	0.00
4922 Parks & Recreation Transfer from Sales Tax Fund	0.00	0.00	29,000.00	0.00
Total Revenues	0.00	197,189.51	840,348.00	0.00
<u>Expenses</u>				
6001 Parks & Recreation Salaries & Wages	0.00	0.00	140,000.00	0.00
6005 Parks & Recreation Overtime	0.00	0.00	2,000.00	0.00
6100 Parks & Recreation Personnel Benefits	0.00	0.00	81,000.00	0.00
7001 Parks & Recreation Materials & Supplies	0.00	4,990.81	18,000.00	(4,990.81)
7502 Parks & Recreation Phone/Internet	0.00	0.00	7,285.00	0.00
7503 Parks & Recreation Information Technology	0.00	3,227.50	4,230.00	(3,227.50)
7505 Parks & Recreation Travel & Training	789.50	2,408.50	16,920.00	(1,619.00)
7506 Parks & Recreation Publications & Advertising	774.00	774.00	2,500.00	0.00
7508 Parks & Recreation Insurance	0.00	0.00	5,668.00	0.00
7509 Parks & Recreation Credit card processing & bank fees	0.00	0.00	2,000.00	0.00
7515 Parks & Recreation Health & Safety Permits, Inspections, Compliance	0.00	225.00	3,430.00	(225.00)
Total Expenses	1,563.50	11,625.81	283,033.00	(10,062.31)
Excess Revenue Over (Under) Expenditures	(1,563.50)	(11,625.81)	557,315.00	10,062.31
Pool				
<u>Revenues</u>				
4610 Deposits Clearing Account	8,693.73	10,514.87	0.00	1,821.14
4701 Admissions/User Fees	349.05	11,979.94	48,000.00	11,630.89
4702 Program Revenues	0.00	0.00	8,000.00	0.00
4703 Sales of Merchandise & Concessions	0.00	69.75	0.00	69.75
4705 Facility Rental	0.00	9.30	5,000.00	9.30
4714 Locker Rental	0.00	204.60	0.00	204.60
Total Revenues	9,042.78	22,778.46	61,000.00	13,735.68
<u>Expenses</u>				
6001 Salaries & Wages	1,472.25	19,580.28	0.00	(18,108.03)
6002 Temporary Wages	2,906.32	22,230.02	70,000.00	(19,323.70)
6005 Overtime	0.00	547.61	500.00	(547.61)
6010 Vacation expense	97.50	(23.95)	0.00	121.45
6100 Personnel Benefits	0.00	0.00	8,400.00	0.00
6101 Employer Tax	244.10	2,006.46	0.00	(1,762.36)
6102 PERS Retirement	323.90	4,341.03	0.00	(4,017.13)
6103 SBS	96.23	1,208.14	0.00	(1,111.91)
6210 Employee Health Benefits	412.60	4,031.56	0.00	(3,618.96)
6220 Life Insurance	6.58	65.78	0.00	(59.20)
6222 Workers Compensation	111.75	1,058.35	0.00	(946.60)
7001 Materials & Supplies	0.00	4,047.13	0.00	(4,047.13)
7002 Repair & Maintenance	0.00	1,165.65	65,000.00	(1,165.65)
7008 Non-capital Equipment	0.00	690.00	20,000.00	(690.00)
7009 Equipment Repair & Maintenance	0.00	0.00	7,000.00	0.00

Consolidated Statement of Activity by Fund and Department
October 15, 2019

Item e.

	<u>M-T-D</u>	<u>Y-T-D</u>	<u>Y-T-D</u>	
	<u>Actual</u>	<u>Actual</u>	<u>Budget</u>	<u>Variance</u>
7021 Water Treatment Chemicals	0.00	13,653.37	13,200.00	(13,653.37)
7501 Utilities	0.00	38,481.85	106,000.00	(38,481.85)
7502 Phone/Internet	273.24	1,191.73	0.00	(918.49)
7505 Travel & Training	0.00	427.35	0.00	(427.35)
7509 Bank & Credit Card Fees	26.10	530.08	0.00	(503.98)
7515 Permits, Inspections & Compliance	0.00	5,164.12	0.00	(5,164.12)
7629 Charges from Capital Facilities	0.00	0.00	19,000.00	0.00
7900 Capital Expenditures	0.00	0.00	90,000.00	0.00
Total Expenses	5,970.57	120,396.56	399,100.00	(114,425.99)
Excess Revenue Over (Under) Expenditures	3,072.21	(97,618.10)	(338,100.00)	128,161.67

Parks

<u>Revenues</u>				
4701 Admissions/User Fees	30.00	2,610.75	0.00	2,580.75
4705 Facility Rental	0.00	0.00	5,000.00	0.00
Total Revenues	30.00	2,610.75	5,000.00	2,580.75
<u>Expenses</u>				
6002 Temporary Wages	0.00	15,817.25	30,240.00	(15,817.25)
6005 Overtime	0.00	259.40	2,000.00	(259.40)
6100 Personnel Benefits	0.00	0.00	3,628.80	0.00
6101 Employer Tax	0.00	1,229.85	0.00	(1,229.85)
6222 Workers Compensation	0.00	411.15	0.00	(411.15)
6224 Unemployment	0.00	172.00	0.00	(172.00)
7001 Materials & Supplies	25.38	1,136.44	7,250.00	(1,111.06)
7002 Facility Repair & Maintenance	0.00	1,987.34	38,650.00	(1,987.34)
7008 Non-capital Equipment	0.00	0.00	24,000.00	0.00
7009 Equipment Repair & Maintenance	0.00	189.99	1,500.00	(189.99)
7010 Vehicle Maintenance	108.44	694.41	12,000.00	(585.97)
7501 Utilities	0.00	1,203.03	10,000.00	(1,203.03)
7508 Insurance	0.00	3,131.97	0.00	(3,131.97)
7621 Public Works Labor Charges	0.00	0.00	2,000.00	0.00
Total Expenses	133.82	26,232.83	131,268.80	(26,099.01)
Excess Revenue Over (Under) Expenditures	(103.82)	(23,622.08)	(126,268.80)	28,679.76

Recreation

<u>Revenues</u>				
4701 Admissions/User Fees	398.00	5,725.76	0.00	5,327.76
4702 Program Revenues	0.00	(525.00)	21,000.00	(525.00)
4705 Facility Rental	0.00	0.00	5,000.00	0.00
Total Revenues	398	5200.76	26000	4802.76
<u>Expenses</u>				
6001 Salaries & Wages	1,472.25	19,580.26	0.00	(18,108.01)
6002 Temporary Wages	397.58	9,420.60	26,202.00	(9,023.02)
6005 Overtime	0.00	219.50	500.00	(219.50)
6010 Vacation expense	97.49	(23.94)	0.00	121.43
6100 Personnel Benefits	0.00	0.00	3,144.24	0.00
6101 Employer Tax	52.14	1,001.47	0.00	(949.33)
6102 Retirement	323.89	4,340.90	0.00	(4,017.01)
6103	96.22	1,208.02	0.00	(1,111.80)
6210 Employee Health Benefits	399.09	3,990.84	0.00	(3,591.75)

Consolidated Statement of Activity by Fund and Department
October 15, 2019

Item e.

	<u>M-T-D</u>	<u>Y-T-D</u>	<u>Y-T-D</u>	
	<u>Actual</u>	<u>Actual</u>	<u>Budget</u>	<u>Variance</u>
6220 Life Insurance	6.57	65.72	0.00	(59.15)
6222 Workers Compensation	48.08	729.09	0.00	(681.01)
7001 Materials & Supplies	0.00	2,647.15	0.00	(2,647.15)
7002 Facility Repair & Maintenance	0.00	1,669.42	18,500.00	(1,669.42)
7008 Non-capital Equipment	0.00	0.00	4,000.00	0.00
7009 Equipment Repair & Maintenance	0.00	0.00	1,000.00	0.00
7501 Utilities	0.00	532.03	7,500.00	(532.03)
7502 Phone/Internet	1.36	331.10	0.00	(329.74)
7629 Charges from Capital Facilities	0.00	0.00	17,100.00	0.00
Total Expenses	<u>2,894.67</u>	<u>45,712.16</u>	<u>77,946.24</u>	<u>(42,817.49)</u>
Excess Revenue Over (Under) Expenditures	<u>(2,496.67)</u>	<u>(40,511.40)</u>	<u>(51,946.24)</u>	47,620.25
Total Parks & Recreation Revenue	9,470.78	227,779.48	932,348.00	21,119.19
Total Parks & Recreation Expenditures	10,562.56	203,967.36	891,348.04	(193,404.80)
Excess Revenue Over (Under) Expenditures	<u>\$ (1,091.78)</u>	<u>\$ 23,812.12</u>	<u>\$ 40,999.96</u>	<u>\$ 214,523.99</u>

Consolidated Statement of Activity by Fund
City and Borough of Wrangell
For 10/15/2019

Item e.

Wrangell Municipal Light & Power

Revenues

	Y-T-D Actual	Y-T-D Budget	Variance
4101 State of AK PERS Revenue	0.00	21,450.00	(21,450.00)
5010 Residential Kwh Sales	247,598.35	1,550,000.00	(1,302,401.65)
5011 Small Commercial Kwh Sales	216,778.94	1,300,000.00	(1,083,221.06)
5012 Large Commercial Kwh Sales	271,646.51	900,000.00	(628,353.49)
5015 Fuel Surcharge	0.00	410,000.00	(410,000.00)
5018 Labor Charges	0.00	5,500.00	(5,500.00)
5020 Electric fees & permits	575.00	7,500.00	(6,925.00)
5021 Write-offs Collected	0.00	2,500.00	(2,500.00)
5022 Service Charges	3,385.00	5,500.00	(2,115.00)
5029 Write-offs Collected at City Hall	1,261.35	0.00	1,261.35
5030 Equipment Rental	100.00	1,500.00	(1,400.00)
5031 Pole Rental	0.00	36,920.00	(36,920.00)
5032 Late Fees	3,255.08	20,000.00	(16,744.92)
5033 Investment income	0.00	6,000.00	(6,000.00)
5034 Material Sales	1,116.40	15,000.00	(13,883.60)
5035 SEAPA Rebate	0.00	74,108.00	(74,108.00)
Total Revenues	745,716.63	4,355,978.00	(3,610,261.37)

Expenses

6001 Salaries & Wages	122,190.45	518,140.00	395,949.55
6002 Temporary Wages	0.00	2,500.00	2,500.00
6005 Overtime	6,648.34	51,500.00	44,851.66
6010 Vacation expense	(4,974.85)	0.00	4,974.85
6100 Personnel Benefits	0.00	367,260.00	367,260.00
6101 Employer Tax	1,707.86	0.00	(1,707.86)
6102 PERS Retirement	28,344.54	0.00	(28,344.54)
6103 SBS	7,592.86	0.00	(7,592.86)
6210 Employee Health Benefits	39,899.59	0.00	(39,899.59)
6220 Life Insurance	236.05	0.00	(236.05)
6222 Workers Compensation	2,534.86	0.00	(2,534.86)
6224 Unemployment	(33.00)	0.00	33.00
7001 Materials & Supplies	4,477.12	47,000.00	42,522.88
7002 Facility Repair & Maintenance	3,143.90	33,000.00	29,856.10
7008 Non-capital Equipment	0.00	500.00	500.00
7009 Equipment Repair & Maintenance	6,368.58	20,000.00	13,631.42
7010 Vehicle Maintenance	909.16	46,000.00	45,090.84
7016 Fuel & Oil - Generation	100,553.05	500,000.00	399,446.95
7017 Fuel - Heating	0.00	15,000.00	15,000.00
7033 Street lighting	0.00	10,000.00	10,000.00
7100 Uniform, gear & clothing allowance	672.74	2,000.00	1,327.26
7501 Utilities	0.00	3,300.00	3,300.00
7502 Phone/Internet	1,295.79	7,000.00	5,704.21
7503 Information Technology	990.00	2,500.00	1,510.00
7505 Travel & Training	5,987.26	16,000.00	10,012.74
7506 Publications & Advertising	85.00	6,000.00	5,915.00
7508 Insurance	11,488.38	19,250.00	7,761.62
7509 Bank & Credit Card Fees	0.00	40,000.00	40,000.00
7510 Engineering	1,823.90	37,000.00	35,176.10
7515 Health & Safety Permits, Inspections, Compliance	410.00	16,100.00	15,690.00
7519 Professional Services Contractual	0.00	15,000.00	15,000.00
7540 Auditing Services	0.00	12,500.00	12,500.00
7603 Charges from Finance	0.00	80,260.00	80,260.00
7621 Public Works Labor Charges	0.00	1,764.00	1,764.00
7629 Charges from Capital Facilities	0.00	19,000.00	19,000.00
7850 Hydroelectric Power Purchases	492,600.16	2,450,000.00	1,957,399.84
7851 PERS Termination Liability Payment	339.99	74,108.00	73,768.01
7900 Capital Expenditures	76,558.98	750,200.00	673,641.02
7910 Utility Poles	0.00	10,000.00	10,000.00
7911 Transformers	3,520.52	8,500.00	4,979.48
7912 Electric Line	0.00	5,000.00	5,000.00
7913 Meters	4,990.28	127,500.00	122,509.72
7915 Meter Deposit Interest Expense	16.26	50.00	33.74
8900 Transfer to Other Fund, Miscellaenous	6,407.32	0.00	(6,407.32)
Total Expenses	926,785.09	5,313,932.00	4,387,146.91

Excess Revenue Over (Under) Expenditures

(181,068.46) (957,954.00) (7,997,408.28)

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Consolidated Statement of Activity by Fund
City and Borough of Wrangell
For 10/15/2019

Item e.

Water Fund

	Y-T-D Actual	Y-T-D Budget	Variance
Revenues			
4101 State of AK PERS Revenue	0.00	13,500.00	(13,500.00)
4972 Transfer from Water Fund	0.00	25,031.00	(25,031.00)
5110 Water Sales	186,572.65	748,800.00	(562,227.35)
5118 Labor Charges	900.00	9,000.00	(8,100.00)
5134 Material Sales	293.51	0.00	293.51
5149 Other Revenues	0.00	500.00	(500.00)
5550 Interest Revenue	0.00	6,000.00	(6,000.00)
Total Revenues	187,766.16	802,831.00	(615,064.84)
Expenses			
6001 Salaries & Wages	24,001.15	125,025.00	101,023.85
6002 Temporary Wages	7,405.85	0.00	(7,405.85)
6005 Overtime	5,213.02	20,000.00	14,786.98
6010 Vacation expense	145.23	0.00	(145.23)
6100 Personnel Benefits	0.00	98,000.00	98,000.00
6101 Employer Tax	995.46	0.00	(995.46)
6102 PERS Retirement	6,373.54	0.00	(6,373.54)
6103 SBS	1,784.81	0.00	(1,784.81)
6210 Employee Health Benefits	6,582.98	0.00	(6,582.98)
6220 Life Insurance	51.77	0.00	(51.77)
6222 Workers Compensation	584.34	0.00	(584.34)
7001 Materials & Supplies	705.97	13,000.00	12,294.03
7002 Facility Repair & Maintenance	21,310.06	42,000.00	20,689.94
7009 Equipment Repair & Maintenance	0.00	8,000.00	8,000.00
7010 Vehicle Maintenance	5,038.90	5,000.00	(38.90)
7021 Water Treatment Chemicals	6,746.40	22,000.00	15,253.60
7025	2,995.13	45,000.00	42,004.87
7100 Uniform, gear & clothing allowance	0.00	1,050.00	1,050.00
7501 Utilities	23,443.22	115,000.00	91,556.78
7502 Phone/Internet	629.17	1,200.00	570.83
7505 Travel & Training	548.00	2,000.00	1,452.00
7506 Publications & Advertising	0.00	1,000.00	1,000.00
7508 Insurance	1,678.41	2,569.00	890.59
7509 Bank & Credit Card Fees	0.00	5,000.00	5,000.00
7510 Engineering	0.00	25,000.00	25,000.00
7515 Permits, Inspections & Compliance	967.70	13,000.00	12,032.30
7519 Professional Services Contractual	0.00	25,000.00	25,000.00
7540 Auditing Services	0.00	3,750.00	3,750.00
7603 Charges from Finance	0.00	23,500.00	23,500.00
7621 Public Works Labor Charges	0.00	90,000.00	90,000.00
7629 Charges from Capital Facilities	0.00	5,700.00	5,700.00
7802 Revenue Bond Principal	0.00	3,104.00	3,104.00
7900 Capital Asset Purchases	0.00	85,000.00	85,000.00
Total Expenses	117,201.11	779,898.00	662,696.89
Excess Revenue Over (Under) Expenditures	70,565.05	22,933.00	(1,277,761.73)

Consolidated Statement of Activity by Fund
City and Borough of Wrangell
For 10/15/2019

Item e.

Wrangell Port & Harbors Fund

	Y-T-D Actual	Y-T-D Budget	Variance
Revenues			
4610 Deposits Clearing Account	76,102.77	0.00	76,102.77
Total Revenues	76,102.77	0.00	76,102.77
Expenses			
6001 Added by import	31,270.18	122,990.00	91,719.82
6005 Overtime	3,525.25	0.00	(3,525.25)
6010 Vacation expense	(997.61)	0.00	997.61
6100 Personnel Benefits	0.00	87,200.00	87,200.00
6101 Employer Tax	458.89	0.00	(458.89)
6102 PERS Retirement	7,655.04	0.00	(7,655.04)
6103 SBS	1,868.57	0.00	(1,868.57)
6210 Employee Health Benefits	11,963.49	0.00	(11,963.49)
6220 Life Insurance	51.31	0.00	(51.31)
6222 Workers Compensation	694.85	0.00	(694.85)
6224 Unemployment	343.08	0.00	(343.08)
7001 Materials & Supplies	1,178.86	5,500.00	4,321.14
7002 Facility Repair & Maintenance	272.39	20,000.00	19,727.61
7010 Vehicle Maintenance	386.57	35,000.00	34,613.43
7502 Phone/Internet	1,391.34	6,500.00	5,108.66
7503 Information Technology	709.99	21,800.00	21,090.01
7505 Travel & Training	778.20	5,000.00	4,221.80
7506 Publications & Advertising	664.25	6,000.00	5,335.75
7508 Insurance	5,835.63	32,737.00	26,901.37
7509 Bank & Credit Card Fees	9,077.55	18,000.00	8,922.45
7540 Auditing Services	0.00	6,500.00	6,500.00
7576 Promotional	1,582.10	11,500.00	9,917.90
7601 Charges from Administration	0.00	(409,427.00)	(409,427.00)
7603 Charges from Finance	0.00	25,000.00	25,000.00
7629 Charges from Capital Facilities	0.00	5,700.00	5,700.00
Total Expenses	78,709.93	0.00	(78,709.93)
Excess Revenue Over (Under) Expenditures	(2,607.16)	0.00	154,812.70

Consolidated Statement of Activity by Fund
City and Borough of Wrangell
For 10/15/2019

Item e.

Harbors

	Y-T-D Actual	Y-T-D Budget	Variance
Revenues			
4101 PERS On-behalf Revenue	0.00	4,876.00	(4,876.00)
5200 Stall Rent	515,072.92	596,700.00	(81,627.08)
5201 Meyers Chuck Moorage	1,441.10	5,000.00	(3,558.90)
5202 Transient Moorage	36,351.33	170,000.00	(133,648.67)
5203 Transient Electrical Fees	3,735.00	15,000.00	(11,265.00)
5204 Hoist Revenue	0.00	5,000.00	(5,000.00)
5205 Boat Launch Fees	5,645.00	7,000.00	(1,355.00)
5207 Harbor Garbage Charges	4,316.95	0.00	4,316.95
5208 Wait List Deposit	400.00	0.00	400.00
5210 Penalties & Late Fees	2,787.45	8,000.00	(5,212.55)
5224 Labor Charges	0.00	10,000.00	(10,000.00)
5234 Material Sales	0.00	2,000.00	(2,000.00)
5240 Storage	11,848.93	0.00	11,848.93
5550 Interest Revenue	99,119.83	500.00	98,619.83
Total Revenues	680,718.51	824,076.00	(143,357.49)
Expenses			
6001 Salaries & Wages	28,320.33	101,000.00	72,679.67
6002 Temporary Wages	16,787.82	26,000.00	9,212.18
6005 Overtime	1,847.54	5,000.00	3,152.46
6010 Vacation expense	(542.32)	0.00	542.32
6100 Personnel Benefits	0.00	60,000.00	60,000.00
6101 Employer Tax	1,908.26	0.00	(1,908.26)
6102 PERS Retirement	5,610.63	0.00	(5,610.63)
6103 SBS	1,756.09	0.00	(1,756.09)
6210 Employee Health Benefits	5,062.06	0.00	(5,062.06)
6220 Life Insurance	103.78	0.00	(103.78)
6222 Workers Compensation	957.45	0.00	(957.45)
7001 Materials & Supplies	1,694.89	4,500.00	2,805.11
7002 Facility Repair & Maintenance	12,446.67	47,000.00	34,553.33
7008 Non-capital Equipment	0.00	4,850.00	4,850.00
7009 Equipment Repair & Maintenance	1,653.02	3,000.00	1,346.98
7011 Equipment Rental Expense	303.65	4,583.00	4,279.35
7015 Fuel - Automotive	740.07	1,500.00	759.93
7100 Uniform, gear & clothing allowance	480.36	3,700.00	3,219.64
7501 Utilities	6,312.48	110,000.00	103,687.52
7505 Travel & Training	0.00	2,000.00	2,000.00
7601 Charges from Administration	0.00	204,713.50	204,713.50
7621 Public Works Labor Charges	0.00	1,000.00	1,000.00
7860 Derelict vessel disposal	0.00	3,000.00	3,000.00
7861 Harbor Hoist Expenditures	1,845.72	39,200.00	37,354.28
7900 Capital Expenditures	0.00	100,000.00	100,000.00
Total Expenses	87,288.50	721,046.50	633,758.00
Excess Revenue Over (Under) Expenditures	593,430.01	103,029.50	(777,115.49)

Consolidated Statement of Activity by Fund
City and Borough of Wrangell
For 10/15/2019

Item e.

Commercial Dock

	Y-T-D Actual	Y-T-D Budget	Variance
Revenues			
4101 PERS On-behalf Revenue	0.00	2,090.00	(2,090.00)
5224 Labor Charges	4,885.54	6,900.00	(2,014.46)
5240 Storage	0.00	100,000.00	(100,000.00)
5241 Wharfage	14,520.69	50,000.00	(35,479.31)
5242 Dockage	36,997.87	68,000.00	(31,002.13)
5243 Port Development Fees	0.00	52,000.00	(52,000.00)
5244 Port Transient Fees	0.00	500.00	(500.00)
5550 Interest Revenue	0.00	2,500.00	(2,500.00)
Total Revenues	56,404.10	281,990.00	(225,585.90)
Expenses			
6001 Salaries & Wages	12,137.27	43,000.00	30,862.73
6002 Temporary Wages	7,194.78	4,600.00	(2,594.78)
6005 Overtime	791.78	4,300.00	3,508.22
6010 Vacation expense	(232.36)	0.00	232.36
6100 Personnel Benefits	0.00	27,500.00	27,500.00
6101 Employer Tax	817.88	0.00	(817.88)
6102 PERS Retirement	2,404.64	0.00	(2,404.64)
6103 SBS	752.63	0.00	(752.63)
6210 Employee Health Benefits	2,142.65	0.00	(2,142.65)
6220 Life Insurance	44.45	0.00	(44.45)
6222 Workers Compensation	410.37	0.00	(410.37)
7001 Materials & Supplies	363.72	3,000.00	2,636.28
7002 Facility Repair & Maintenance	2,646.50	20,000.00	17,353.50
7009 Equipment Repair & Maintenance	0.00	3,000.00	3,000.00
7501 Utilities	445.13	9,000.00	8,554.87
7601 Charges from Administration	0.00	122,828.10	122,828.10
7804 Interfund Loan Repayment	0.00	26,000.00	26,000.00
7900 Capital Expenditures	539.69	0.00	(539.69)
Total Expenses	30,459.13	263,228.10	232,768.97
Excess Revenue Over (Under) Expenditures	25,944.97	18,761.90	(458,354.87)

Consolidated Statement of Activity by Fund
City and Borough of Wrangell
For 10/15/2019

Item e.

Marine Service Center

	Y-T-D Actual	Y-T-D Budget	Variance
Revenues			
4101 PERS On-behalf Revenue	0.00	3,100.00	(3,100.00)
5224 Labor Charges	800.00	0.00	800.00
5243 Port Development Fees	33,350.35	0.00	33,350.35
5250 Round-trip Travel Lift Fees	21,912.33	190,000.00	(168,087.67)
5251 Environmental Fees	540.00	4,000.00	(3,460.00)
5253 Long-term Storage	7,274.15	63,000.00	(55,725.85)
5254 Work-area Storage	3,847.49	85,000.00	(81,152.51)
5255 Electric Revenue	1,548.00	14,000.00	(12,452.00)
5256 Yard Leases	3,793.20	47,075.00	(43,281.80)
5259 Mobile Boat Lift Deposit	0.00	4,000.00	(4,000.00)
5550 Interest Revenue	0.00	1,500.00	(1,500.00)
Total Revenues	73,065.52	411,675.00	(338,609.48)
Expenses			
6001 Salaries & Wages	17,286.32	64,000.00	46,713.68
6002 Temporary Wages	0.00	5,000.00	5,000.00
6005 Overtime	429.37	5,000.00	4,570.63
6010 Vacation expense	532.34	0.00	(532.34)
6100 Personnel Benefits	0.00	57,500.00	57,500.00
6101 Employer Tax	249.30	0.00	(249.30)
6102 PERS Retirement	3,897.41	0.00	(3,897.41)
6103 SBS	1,118.58	0.00	(1,118.58)
6210 Employee Health Benefits	9,539.76	0.00	(9,539.76)
6220 Life Insurance	46.36	0.00	(46.36)
6222 Workers Compensation	361.16	0.00	(361.16)
7001 Materials & Supplies	3,668.94	11,000.00	7,331.06
7002 Facility Repair & Maintenance	1,147.60	15,500.00	14,352.40
7009 Equipment Repair & Maintenance	7,372.63	30,000.00	22,627.37
7015 Fuel - Automotive	679.51	7,000.00	6,320.49
7501 Utilities	2,328.06	20,000.00	17,671.94
7507 Memberships & Dues	0.00	750.00	750.00
7601 Charges from Administration	0.00	81,885.40	81,885.40
8974 Transfer to Other Port & Harbor Fund	0.00	50,000.00	50,000.00
Total Expenses	48,657.34	347,635.40	298,978.06
Excess Revenue Over (Under) Expenditures	24,408.18	64,039.60	(637,587.54)

Consolidated Statement of Activity by Fund
City and Borough of Wrangell
For 10/15/2019

Item e.

Wastewater Fund

	Y-T-D Actual	Y-T-D Budget	Variance
Revenues			
4101 PERS On-behalf Revenue	0.00	3,000.00	(3,000.00)
5301 User Fees	145,961.78	590,000.00	(444,038.22)
5318 Connection Fees (Labor)	0.00	1,000.00	(1,000.00)
5550 Interest Revenue	0.00	1,500.00	(1,500.00)
Total Revenues	145,961.78	595,500.00	(449,538.22)
Expenses			
6001 Salaries & Wages	30,939.39	123,510.00	92,570.61
6005 Overtime	934.36	11,500.00	10,565.64
6010 Vacation expense	687.60	0.00	(687.60)
6100 Personnel Benefits	0.00	70,780.00	70,780.00
6101 Employer Tax	462.59	0.00	(462.59)
6102 PERS Retirement	6,794.43	0.00	(6,794.43)
6103 SBS	1,996.01	0.00	(1,996.01)
6210 Employee Health Benefits	4,209.64	0.00	(4,209.64)
6220 Life Insurance	66.58	0.00	(66.58)
6222 Workers Compensation	608.53	0.00	(608.53)
7001 Materials & Supplies	2,123.37	8,000.00	5,876.63
7002 Facility Repair & Maintenance	243.30	12,000.00	11,756.70
7010 Vehicle Maintenance	331.24	5,000.00	4,668.76
7016 Fuel - Generation	0.00	1,200.00	1,200.00
7025 Distribution or Collection System Maintenance	23,044.90	36,000.00	12,955.10
7100 Uniform, gear & clothing allowance	0.00	1,100.00	1,100.00
7501 Utilities	14,171.58	60,000.00	45,828.42
7502 Phone/Internet	721.93	6,800.00	6,078.07
7505 Travel & Training	0.00	3,000.00	3,000.00
7508 Insurance	1,432.89	2,627.00	1,194.11
7509 Bank & Credit Card Fees	0.00	5,000.00	5,000.00
7515 Permits, Inspections & Compliance	1,868.57	15,600.00	13,731.43
7519 Professional Services Contractual	0.00	25,000.00	25,000.00
7540 Auditing Services	0.00	5,800.00	5,800.00
7603 Charges from Finance	0.00	21,000.00	21,000.00
7621 Public Works Labor Charges	0.00	30,000.00	30,000.00
7629 Charges from Capital Facilities	0.00	5,700.00	5,700.00
7802 Revenue Bond Principal	0.00	3,246.00	3,246.00
8900 Transfer to Other Fund, Miscellaenous	0.00	180,000.00	180,000.00
Total Expenses	90,636.91	632,863.00	542,226.09
Excess Revenue Over (Under) Expenditures	55,324.87	(37,363.00)	(991,764.31)

Consolidated Statement of Activity by Fund
City and Borough of Wrangell
For 10/15/2019

Item e.

Sanitation Fund

	Y-T-D Actual	Y-T-D Budget	Variance
Revenues			
4101 PERS On-behalf Revenue	0.00	3,500.00	(3,500.00)
5401 User Fees	132,457.45	565,000.00	(432,542.55)
5410 Landfill Revenue	14,349.00	32,000.00	(17,651.00)
5415 Recycle Revenue	0.00	25,000.00	(25,000.00)
5550 Interest Revenue	0.00	1,000.00	(1,000.00)
Total Revenues	146,806.45	626,500.00	(479,693.55)
Expenses			
6001 Salaries & Wages	24,992.76	99,500.00	74,507.24
6005 Overtime	570.56	4,500.00	3,929.44
6010 Vacation expense	(871.64)	0.00	871.64
6100 Personnel Benefits	0.00	87,930.00	87,930.00
6101 Employer Tax	340.92	0.00	(340.92)
6102 PERS Retirement	5,623.92	0.00	(5,623.92)
6103 SBS	1,513.60	0.00	(1,513.60)
6210 Employee Health Benefits	10,686.79	0.00	(10,686.79)
6220 Life Insurance	78.90	0.00	(78.90)
6222 Workers Compensation	830.94	0.00	(830.94)
7001 Materials & Supplies	1,382.90	2,000.00	617.10
7002 Facility Repair & Maintenance	842.25	20,000.00	19,157.75
7008 Non-capital Equipment	0.00	6,000.00	6,000.00
7010 Vehicle Maintenance	3,187.54	35,000.00	31,812.46
7018 Miscellaneous Tools	0.00	2,000.00	2,000.00
7100 Uniform, gear & clothing allowance	0.00	1,600.00	1,600.00
7501 Utilities	1,298.72	10,000.00	8,701.28
7502 Phone/Internet	207.08	1,300.00	1,092.92
7505 Travel & Training	0.00	3,000.00	3,000.00
7508 Insurance	1,781.28	7,276.00	5,494.72
7509 Bank & Credit Card Fees	0.00	8,000.00	8,000.00
7515 Permits, Inspections & Compliance	0.00	2,500.00	2,500.00
7519 Professional Services Contractual	840.00	25,000.00	24,160.00
7540 Auditing Services	0.00	1,300.00	1,300.00
7603 Charges from Finance	0.00	7,200.00	7,200.00
7621 Public Works Labor Charges	0.00	19,000.00	19,000.00
7629 Charges from Capital Facilities	67.96	5,700.00	5,632.04
7840 Solid Waste Shipping & Disposal	49,960.93	210,000.00	160,039.07
7841 Hazardous Waste Management	19,401.43	18,000.00	(1,401.43)
7842 Recycle Costs	0.00	10,000.00	10,000.00
7844 Dumpsters	2,071.96	15,000.00	12,928.04
7900 Capital Expenditures	1,440.00	10,000.00	8,560.00
Total Expenses	126,248.80	611,806.00	485,557.20
Excess Revenue Over (Under) Expenditures	20,557.65	14,694.00	(965,250.75)

City and Borough of Wrangell

Prop Tax Owed no zero

Item e.

2019

Property Number	Owner	Address	Assessed Value	Exempt	Tax	Interest	Penalty	Manual Adjustment	Paid	Tax Amount Due
72-400-2040	AITKEN, LARRY WAYNE	0	6,000.00	0.00	76.50	0.00	0.00	0.00	0.00	76.50
05-100-150	ALAN & NANCY MANNING	0	81,000.00	0.00	324.00	0.00	0.00	0.00	0.00	324.00
02-011-130	ALASKA ISLAND COMMUNITY	110 LYNCH ST.	424,000.00	0.00	5,406.00	0.00	0.00	-10.20	0.00	5,395.80
03-023-340	ALLEN JR- CONTRACT LEASE,	0	5,400.00	0.00	68.85	8.28	6.89	0.00	0.00	84.02
03-023-340	ALLEN JR- CONTRACT LEASE,	0	60,000.00	0.00	765.00	0.00	0.00	-694.87	0.00	70.13
01-004-724	ALLEN JR, MICHAEL	742 EVERGREEN	140,100.00	0.00	1,786.28	214.32	178.63	0.00	0.00	2,179.23
01-004-724	ALLEN JR, MICHAEL	742 EVERGREEN	140,100.00	0.00	1,786.28	0.00	0.00	0.00	0.00	1,786.28
03-020-213	ANNA KLEINHOFES & BLAINE	0	65,000.00	0.00	828.75	0.00	0.00	0.00	0.00	828.75
03-023-200	APRIL & JAMES EILERTSEN	0	30,000.00	0.00	382.50	0.00	0.00	0.00	0.00	382.50
03-009-308	BERBERICH, TIMOTHY B	0	99,800.00	0.00	1,272.45	0.00	0.00	0.00	0.00	1,272.45
02-010-260	BJORGE, JONELLE M	123 FORT ST.	85,700.00	0.00	1,092.68	0.00	0.00	0.00	0.00	1,092.68
02-004-402	BOWER, TRUSTEE, LORNA	239 SECOND ST	89,700.00	0.00	1,143.68	137.28	114.37	0.00	0.00	1,395.33
02-004-402	BOWER, TRUSTEE, LORNA	239 SECOND ST	89,700.00	0.00	1,143.68	0.00	0.00	0.00	0.00	1,143.68
72-300-2030	BUNESS, SCOTT	0	4,000.00	0.00	51.00	0.00	0.00	0.00	0.00	51.00
73-150-3015	BUTLER, PERRY	0	4,900.00	0.00	62.48	7.44	6.25	0.00	0.00	76.17
73-150-3015	BUTLER, PERRY	0	4,900.00	0.00	62.48	0.00	0.00	0.00	0.00	62.48
01-005-700	CALVERT, JOHN	1800 AIRPORT LOOP	45,500.00	0.00	580.13	0.00	0.00	-163.20	0.00	416.93
02-026-127	CAMPBELL, CREDIT TRUST,	0	5,800.00	0.00	73.95	0.00	0.00	0.00	0.00	73.95
11-300-100	CAMPBELL, JON	0	24,000.00	0.00	96.00	0.00	0.00	0.00	0.00	96.00
11-300-130	CAMPBELL, JON	0	5,000.00	0.00	20.00	0.00	0.00	0.00	0.00	20.00
08-320-160	CAPLAN, JAMES ARTHUR	0	17,600.00	0.00	70.40	0.00	0.00	0.00	0.00	70.40
03-009-404	CASEY, ESTATE, JESS C	0	64,200.00	0.00	818.55	196.56	81.86	0.00	0.00	1,096.97
03-009-404	CASEY, ESTATE, JESS C	0	64,200.00	0.00	818.55	98.28	81.86	0.00	0.00	998.69
03-009-404	CASEY, ESTATE, JESS C	0	64,200.00	0.00	818.55	0.00	0.00	0.00	0.00	818.55
01-004-501	CHARLES & SARA GADD	0	9,000.00	0.00	114.75	0.00	0.00	0.00	0.00	114.75
02-013-105	CHARLES J & BETTY JEAN	308 OCEAN VIEW	7,800.00	0.00	99.45	0.00	0.00	0.00	0.00	99.45
04-001-212	CHARLES J ROSS & RACHEL K	0	15,000.00	0.00	60.00	0.00	0.00	0.00	0.00	60.00
02-013-203	CHARLES JEFFREY & BETTY	308 OCEANVIEW	164,800.00	150,000.00	188.70	0.00	0.00	0.00	0.00	188.70
02-013-205	CHARLES JEFFREY & BETTY	308 OCEAN VIEW	52,900.00	0.00	674.48	0.00	0.00	0.00	0.00	674.48
02-023-760	CHRISTENSEN, STEVEN J	0	57,600.00	0.00	734.40	0.00	0.00	-668.10	0.00	66.30
71-350-1035	CHRISTIAN, BRENDA	0	15,700.00	0.00	200.18	24.00	20.02	0.00	0.00	244.20
08-320-190	CHRISTINE & WAYNE ELLIS	0	50,000.00	0.00	200.00	0.00	0.00	0.00	0.00	200.00
02-027-206	CHRISTOPHER & JODIE L	236 BERGER ST.	397,000.00	0.00	5,061.75	0.00	0.00	0.00	0.00	5,061.75
11-200-090	CHRISTOPHER & JODIE L	0	41,600.00	0.00	166.40	0.00	0.00	0.00	0.00	166.40
09-020-130	CHRISTOPHER D & DANA L	0	35,800.00	0.00	143.20	0.00	0.00	0.00	0.00	143.20
08-210-050	CHURCH, JOHN	0	39,800.00	0.00	159.20	0.00	0.00	0.00	0.00	159.20
01-004-732	CHURCHILL, BART L	0	29,800.00	0.00	379.95	0.00	0.00	0.00	0.00	379.95

City and Borough of Wrangell

Prop Tax Owed no zero

Item e.

2018

Property Number	Owner	Address	Assessed Value	Exempt	Tax	Interest	Penalty	Manual Adjustment	Paid	Tax Amount Due
09-050-100	CLARK, JASON	0	25,100.00	0.00	100.40	12.00	10.04	0.00	0.00	122.44
09-050-100	CLARK, JASON	0	25,100.00	0.00	100.40	0.00	0.00	0.00	0.00	100.40
05-100-100	CLARK, JERRY	0	68,800.00	0.00	275.20	0.00	0.00	0.00	0.00	275.20
05-006-120	COLLINS, DONNA	0	35,600.00	0.00	142.40	0.00	0.00	0.00	0.00	142.40
05-007-100	COLLINS, DONNA	0	115,200.00	0.00	460.80	0.00	0.00	0.00	0.00	460.80
71-110-1011	COOK, TIMOTHY JAMES	0	22,100.00	0.00	281.78	0.00	0.00	0.00	0.00	281.78
01-004-654	COOL, VERN	106 GRAVES ST.	18,000.00	0.00	229.50	0.00	0.00	0.00	0.00	229.50
71-550-1055	CRAYNE, DARREN	0	5,000.00	0.00	63.75	7.68	6.38	0.00	0.00	77.81
71-550-1055	CRAYNE, DARREN	0	5,000.00	0.00	63.75	0.00	0.00	0.00	0.00	63.75
72-420-2043	CROSS, STEVEN E	0	7,500.00	0.00	95.63	0.00	0.00	0.00	0.00	95.63
73-080-3008	CURLEY, SCOTT	0	9,000.00	0.00	114.75	13.80	11.48	0.00	0.00	140.03
73-080-3008	CURLEY, SCOTT	0	9,000.00	0.00	114.75	0.00	0.00	0.00	0.00	114.75
71-470-1047	CYNTHIA CRARY & JOHN	0	5,200.00	0.00	66.30	7.92	6.63	0.00	0.00	80.85
03-021-519	DALE A & LYNNE M EVANGER	0	25,000.00	0.00	318.75	76.56	31.88	0.00	0.00	427.19
03-021-519	DALE A & LYNNE M EVANGER	0	25,000.00	0.00	318.75	38.28	31.88	0.00	0.00	388.91
03-021-519	DALE A & LYNNE M EVANGER	0	25,000.00	0.00	318.75	0.00	0.00	0.00	0.00	318.75
02-029-101	DANNY L & MAXINE E	0	14,800.00	0.00	188.70	0.00	0.00	0.00	0.00	188.70
02-029-103	DANNY L & MAXINE E	0	75,100.00	0.00	957.53	0.00	0.00	0.00	0.00	957.53
72-490-2050	DAVID NEWMAN & ELIZABETH	0	1,500.00	0.00	19.13	0.00	0.00	0.00	0.00	19.13
03-010-131	DB AK ENTERPRISES LLC	0	50,600.00	0.00	645.15	0.00	0.00	0.00	0.00	645.15
03-010-133	DB AK ENTERPRISES LLC	0	105,000.00	0.00	1,338.75	0.00	0.00	0.00	0.00	1,338.75
03-006-352	DE SOUSA, IVAN PRIPKO	0	20,000.00	0.00	255.00	61.20	25.50	0.00	0.00	341.70
03-006-353	DE SOUSA, IVAN PRIPKO	0	7,700.00	0.00	98.18	23.52	9.82	0.00	0.00	131.52
71-280-1028	DEACON, VANESSA	0	4,000.00	0.00	51.00	12.24	5.10	0.00	0.00	68.34
03-009-222	DEBOER, DANIEL W	0	167,200.00	0.00	2,131.80	234.52	213.18	0.00	-2,000.00	579.50
03-009-222	DEBOER, DANIEL W	0	167,200.00	0.00	2,131.80	0.00	0.00	0.00	0.00	2,131.80
03-009-223	DEBOER, DANIEL W	0	30,000.00	0.00	382.50	0.00	0.00	0.00	0.00	382.50
10-100-250	DEBOER, DANIEL W	0	67,500.00	0.00	270.00	24.44	27.00	0.00	-248.61	72.83
10-100-250	DEBOER, DANIEL W	0	67,500.00	0.00	270.00	0.00	0.00	0.00	0.00	270.00
08-140-130	DIMENT, BRENDON GENE	0	64,100.00	0.00	256.40	30.72	25.64	0.00	0.00	312.76
08-140-130	DIMENT, BRENDON GENE	0	64,100.00	0.00	256.40	0.00	0.00	0.00	0.00	256.40
01-004-720	DOAK, DANIEL	710 EVERGREEN	150,900.00	0.00	1,923.98	0.00	0.00	0.00	0.00	1,923.98
71-050-1005	DOAK, DAVID	0	8,900.00	0.00	113.48	0.00	0.00	0.00	0.00	113.48
02-032-101	DOUGLAS & RUBY MCMURREN	102 PINE ST	173,100.00	0.00	2,207.03	264.84	220.70	0.00	0.00	2,692.57
02-032-101	DOUGLAS & RUBY MCMURREN	102 PINE ST	173,100.00	0.00	2,207.03	0.00	0.00	0.00	0.00	2,207.03
05-045-100	DUNCANSON, MEGAN	0	40,000.00	0.00	160.00	0.00	0.00	0.00	0.00	160.00
11-100-300	EISENMANN-SCHUBERT,	0	68,700.00	0.00	274.80	0.00	0.00	0.00	0.00	274.80

City and Borough of Wrangell

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Item e.

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2018			Assessed	Exempt	Tax	Interest	Penalty	Manual	Paid	Tax	
Property Number	Owner	Address	Value					Adjustment		Amount Due	
03-010-103	ENDRES, KAREN	6	MILE ZIMOVIA	35,300.00	0.00	450.08	5.70	45.01	0.00	-450.08	50.71
08-320-180	ERIN SAMUEL RAUSCH VAN	0		32,200.00	0.00	128.80	0.00	0.00	0.00	0.00	128.80
11-400-200	ETCHER, MICHAEL	0		43,900.00	0.00	175.60	0.00	0.00	0.00	0.00	175.60
72-100-2010	FENDERSON, JAMES	0		5,700.00	0.00	72.68	0.00	0.00	0.00	0.00	72.68
08-140-020	FLORENCE CARROLL,	0		18,600.00	0.00	74.40	0.00	0.00	0.00	0.00	74.40
02-021-401	FLOYD, TRUSTEE, ROBERTA	310	FIRST AVENUE	26,200.00	0.00	334.05	13.60	33.41	0.00	-377.59	0.13
02-021-401	FLOYD, TRUSTEE, ROBERTA	310	FIRST AVENUE	26,200.00	0.00	334.05	0.00	0.00	0.00	0.00	334.05
02-021-403	FLOYD, TRUSTEE, ROBERTA	310	FIRST AVENUE	88,100.00	150,000.00	485.78	19.84	48.58	0.00	-548.94	0.40
02-021-403	FLOYD, TRUSTEE, ROBERTA	310	FIRST AVENUE	88,100.00	150,000.00	485.78	0.00	0.00	0.00	0.00	485.78
03-004-401	FRANKLIN IVER & DIANA R	0		57,200.00	0.00	729.30	0.00	0.00	0.00	0.00	729.30
02-023-144	FREEMAN, ELODIE C	0		31,900.00	0.00	406.73	0.00	0.00	0.00	0.00	406.73
02-023-154	FREEMAN, ELODIE C	525	CASE AVE	31,900.00	0.00	406.73	0.00	0.00	0.00	0.00	406.73
73-060-3006	GADD, CALEAH	0		2,500.00	0.00	31.88	3.84	3.19	0.00	0.00	38.91
73-060-3006	GADD, CALEAH	0		2,500.00	0.00	31.88	0.00	0.00	0.00	0.00	31.88
04-006-604	GADD, CHARLES	0		65,000.00	0.00	260.00	31.20	26.00	0.00	0.00	317.20
11-600-040	GARRET N & LARISA L LEWIS	0		30,100.00	0.00	120.40	14.40	12.04	0.00	0.00	146.84
11-600-040	GARRET N & LARISA L LEWIS	0		30,100.00	0.00	120.40	0.00	0.00	0.00	0.00	120.40
11-600-041	GARRET N & LARISA L LEWIS	0		30,100.00	0.00	120.40	14.40	12.04	0.00	0.00	146.84
11-600-041	GARRET N & LARISA L LEWIS	0		30,100.00	0.00	120.40	0.00	0.00	0.00	0.00	120.40
71-230-1023	GARRINGER, JASON L	0		19,600.00	0.00	249.90	30.00	24.99	0.00	0.00	304.89
71-230-1023	GARRINGER, JASON L	0		19,600.00	0.00	249.90	0.00	0.00	0.00	0.00	249.90
03-008-410	GEORGE & MARY JO	5	MILE	342,200.00	150,000.00	2,450.55	0.00	0.00	0.00	0.00	2,450.55
04-007-713	GEORGE L & KATHERINE M	0		34,700.00	0.00	138.80	0.00	0.00	0.00	0.00	138.80
02-033-450	GERARD JR, DOUGLAS LYLE	622	ETOLIN	107,000.00	0.00	1,364.25	113.17	0.00	1,568.88	-1,364.25	1,682.05
02-033-450	GERARD JR, DOUGLAS LYLE	622	ETOLIN	107,000.00	0.00	1,364.25	0.00	0.00	0.00	0.00	1,364.25
72-410-2042	GERARD, STEVE	0		2,500.00	0.00	31.88	3.84	3.19	0.00	0.00	38.91
72-410-2042	GERARD, STEVE	0		2,500.00	0.00	31.88	0.00	0.00	0.00	0.00	31.88
08-320-170	GIFFORD, CANDACE LAYNE	0		60,500.00	0.00	242.00	58.08	24.20	0.00	0.00	324.28
08-320-170	GIFFORD, CANDACE LAYNE	0		61,000.00	0.00	244.00	29.28	24.40	0.00	0.00	297.68
08-320-170	GIFFORD, CANDACE LAYNE	0		61,000.00	0.00	244.00	0.00	0.00	0.00	0.00	244.00
71-530-1053	GILLEN JR, DAVID	0		13,000.00	0.00	165.75	0.00	0.00	0.00	0.00	165.75
73-090-3009	GILLEN, SOLVAY	0		27,100.00	0.00	345.53	0.00	0.00	0.00	0.00	345.53
03-015-228	GLASS, JORDAN	0		31,400.00	0.00	400.35	0.00	0.00	0.00	0.00	400.35
02-022-125	GORDON, MARGARET	0		25,600.00	0.00	326.40	0.00	0.00	0.00	0.00	326.40
08-320-080	GREGORY HAYDEN & JANICE	0		17,500.00	0.00	70.00	16.80	7.00	0.00	0.00	93.80
08-320-080	GREGORY HAYDEN & JANICE	0		17,500.00	0.00	70.00	8.40	7.00	0.00	0.00	85.40
08-320-080	GREGORY HAYDEN & JANICE	0		17,500.00	0.00	70.00	0.00	0.00	0.00	0.00	70.00

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Property Number	Owner	Address	Assessed Value	Exempt	Tax	Interest	Penalty	Manual Adjustment	Paid	Tax Amount Due
02-025-222	GUNDERSON JR, GUNNAR	0	6,800.00	0.00	86.70	0.00	0.00	0.00	0.00	86.70
05-041-100	HALVORSEN, KENT	0	96,400.00	0.00	385.60	0.00	0.00	0.00	0.00	385.60
01-004-553	HAMLEY, CHERYL LYNN	807 GRAVES ST	132,700.00	0.00	1,691.93	203.04	169.19	0.00	0.00	2,064.16
01-004-553	HAMLEY, CHERYL LYNN	807 GRAVES ST	132,700.00	0.00	1,691.93	0.00	0.00	0.00	0.00	1,691.93
08-210-030	HANSEN, KENNETH	0	77,500.00	0.00	310.00	0.00	0.00	0.00	0.00	310.00
74-060-4006	HARDING, DEVAN	0	10,300.00	0.00	131.33	15.72	13.13	0.00	0.00	160.18
02-021-123	HARDING, HERSHEL E	0	20,400.00	0.00	260.10	0.00	0.00	0.00	0.00	260.10
02-021-125	HARDING, HERSHEL E	0	20,400.00	0.00	260.10	0.00	0.00	0.00	0.00	260.10
11-200-010	HERSHEL E & ALICE B	0	75,000.00	0.00	300.00	0.00	0.00	0.00	0.00	300.00
73-170-3017	HOWELL, PATRICK	0	26,200.00	0.00	334.05	0.00	0.00	0.00	0.00	334.05
01-005-301	HUNT, TIMOTHY C & CANDICE	0 AVE.	118,800.00	0.00	1,514.70	0.00	0.00	0.00	0.00	1,514.70
03-014-204	INGMAN, JENNIFER A	8 MILE ZIMOVIA	51,700.00	0.00	659.18	0.00	0.00	0.00	0.00	659.18
03-023-110	JAMES & APRIL EILERTSEN	0	30,000.00	0.00	382.50	0.00	0.00	0.00	0.00	382.50
02-021-602	JAMES & LAURA EDENS	0	1,100.00	0.00	14.03	0.00	0.00	0.00	0.00	14.03
02-021-700	JAMES & LAURA EDENS	0	59,700.00	0.00	761.18	0.00	0.00	0.00	0.00	761.18
03-015-214	JAMES & LISA LEBO	9 MILE ZIMOVIA	220,800.00	150,000.00	902.70	0.00	0.00	0.00	0.00	902.70
03-015-216	JAMES & LISA LEBO	9 MILE ZIMOVIA	37,500.00	0.00	478.13	0.00	0.00	0.00	0.00	478.13
08-310-060	JAMES F & J'LENE M LEWIS	0	24,000.00	0.00	96.00	11.52	9.60	0.00	0.00	117.12
08-310-060	JAMES F & J'LENE M LEWIS	0	24,000.00	0.00	96.00	0.00	0.00	0.00	0.00	96.00
08-320-100	JAMES L & JUDITH E	0	30,400.00	0.00	121.60	14.64	12.16	0.00	0.00	148.40
08-320-100	JAMES L & JUDITH E	0	30,400.00	0.00	121.60	0.00	0.00	0.00	0.00	121.60
72-140-2014	JAMES, THEADOSA D	0	4,900.00	0.00	62.48	7.44	6.25	0.00	0.00	76.17
72-140-2014	JAMES, THEADOSA D	0	4,900.00	0.00	62.48	0.00	0.00	0.00	0.00	62.48
02-028-307	JEFF COYNE & TONY D'Aoust	0	13,000.00	0.00	165.75	0.00	0.00	0.00	-32.60	133.15
03-002-301	JIM & LAURA HOLDER	0	47,400.00	0.00	604.35	0.00	0.00	0.00	0.00	604.35
72-040-2004	JOB MONTOY & MARY GLASER	0	13,300.00	0.00	169.58	0.00	0.00	0.00	0.00	169.58
72-510-2052	JOHNSON, CARMELIA	0	3,200.00	0.00	40.80	0.00	0.00	0.00	-9.59	31.21
02-033-303	JOHNSON, TIMOTHY	825 LEMIEUX	107,300.00	0.00	1,368.08	0.00	0.00	0.00	0.00	1,368.08
02-010-143	JOSHUA & CLARISSA YOUNG	120 FRONT ST	108,300.00	0.00	1,380.83	165.72	138.08	0.00	0.00	1,684.63
72-460-2047	JUSTIN & TASHA MCCOLLOCH	0	10,700.00	0.00	136.43	16.32	13.64	0.00	0.00	166.39
72-460-2047	JUSTIN & TASHA MCCOLLOCH	0	10,700.00	0.00	136.43	0.00	0.00	0.00	0.00	136.43
02-031-200	KADIN CORPORATION	702 WRANGELL AVE	197,400.00	0.00	2,516.85	189.18	135.60	0.00	-1,160.81	1,680.82
02-031-200	KADIN CORPORATION	702 WRANGELL AVE	197,400.00	0.00	2,516.85	0.00	0.00	0.00	0.00	2,516.85
02-031-204	KADIN CORPORATION	702 WRANGELL AVE	17,000.00	0.00	216.75	26.04	21.68	0.00	0.00	264.47
02-031-204	KADIN CORPORATION	702 WRANGELL AVE	17,000.00	0.00	216.75	0.00	0.00	0.00	0.00	216.75
02-031-214	KADIN CORPORATION	0	17,000.00	0.00	216.75	26.04	21.68	0.00	0.00	264.47
02-031-214	KADIN CORPORATION	0	17,000.00	0.00	216.75	0.00	0.00	0.00	0.00	216.75

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Property Number	Owner	Address	Assessed Value	Exempt	Tax	Interest	Penalty	Manual Adjustment	Paid	Tax Amount Due
02-031-216	KADIN CORPORATION	0	17,000.00	0.00	216.75	26.04	21.68	0.00	0.00	264.47
02-031-216	KADIN CORPORATION	0	17,000.00	0.00	216.75	0.00	0.00	0.00	0.00	216.75
02-009-228	KARL A & DOROTHY A	123 THIRD ST.	289,100.00	0.00	3,686.03	0.00	0.00	0.00	0.00	3,686.03
03-004-103	KEITH & MARIE SHIPLEY	3 MILE ZIMOVIA	6,000.00	0.00	76.50	0.00	0.00	0.00	-18.11	58.39
03-022-190	KELLY C & PATRICK A ELLIS	0	280,300.00	0.00	3,573.83	0.00	0.00	0.00	0.00	3,573.83
02-004-314	KENCARE INC DBA SITKA	335 CASSIAR ST	142,300.00	0.00	1,814.33	0.00	0.00	0.00	0.00	1,814.33
02-021-182	KEVIN & ABIGAIL BYLOW	0	142,900.00	0.00	1,821.98	0.00	0.00	0.00	0.00	1,821.98
72-430-2044	KNAPP, JERRY	0	9,000.00	0.00	114.75	0.00	0.00	0.00	0.00	114.75
02-025-109	LANG, MICHAEL J	927 CASE AVE	91,400.00	0.00	1,165.35	139.80	116.54	0.00	0.00	1,421.69
02-025-115	LANG, MICHAEL J	927 CASE AVE	16,600.00	0.00	211.65	25.44	21.17	0.00	0.00	258.26
08-310-070	LAURA & MATHEW BARKER,	0	24,100.00	0.00	96.40	11.52	9.64	0.00	0.00	117.56
08-310-070	LAURA & MATHEW BARKER,	0	24,100.00	0.00	96.40	0.00	0.00	0.00	0.00	96.40
05-001-110	LEE, SHIRLEY	0	19,500.00	0.00	78.00	0.00	0.00	0.00	0.00	78.00
02-026-262	LEONARD CAMPBELL, CREDIT	0	105,700.00	0.00	1,347.68	0.00	0.00	-291.98	0.00	1,055.70
02-021-202	LIGHTNER, DIANE E	412 REID ST.	288,800.00	0.00	3,682.20	0.00	0.00	0.00	0.00	3,682.20
02-021-204	LIGHTNER, DIANE E	0	28,300.00	0.00	360.83	0.00	0.00	0.00	0.00	360.83
08-310-040	LOUIS A & ANNETTE J	0	31,400.00	0.00	125.60	0.00	0.00	0.00	0.00	125.60
08-320-130	LOUIS A & ANNETTE J	0	17,500.00	0.00	70.00	0.00	0.00	0.00	0.00	70.00
04-002-301	MACHALEK, DALIBOR	0	14,800.00	0.00	59.20	0.00	0.00	0.00	0.00	59.20
71-250-1025	MACIAS, ROBERT	0	7,100.00	0.00	90.53	10.92	9.05	0.00	0.00	110.50
71-250-1025	MACIAS, ROBERT	0	7,100.00	0.00	90.53	0.00	0.00	0.00	0.00	90.53
73-040-3004	MARK & CRYSTAL HAMLEY	0	8,000.00	0.00	102.00	24.48	10.20	0.00	0.00	136.68
05-041-200	MARKSHEFFEL, FREDERIKA	0	50,000.00	0.00	200.00	0.00	0.00	0.00	0.00	200.00
73-020-3002	MARTIN, NICHOLAS R	0	9,600.00	0.00	122.40	14.64	12.24	0.00	0.00	149.28
73-020-3002	MARTIN, NICHOLAS R	0	9,600.00	0.00	122.40	0.00	0.00	0.00	0.00	122.40
02-022-339	MARTIN, SARA BETH	0	28,800.00	0.00	367.20	88.08	36.72	0.00	0.00	492.00
02-022-339	MARTIN, SARA BETH	0	28,800.00	0.00	367.20	44.04	36.72	0.00	0.00	447.96
02-022-339	MARTIN, SARA BETH	0	28,800.00	0.00	367.20	0.00	0.00	0.00	0.00	367.20
02-022-340	MARTIN, SARA BETH	0	7,800.00	0.00	99.45	23.76	9.95	0.00	0.00	133.16
02-022-340	MARTIN, SARA BETH	0	7,800.00	0.00	99.45	11.88	9.95	0.00	0.00	121.28
02-022-340	MARTIN, SARA BETH	0	7,800.00	0.00	99.45	0.00	0.00	0.00	0.00	99.45
02-022-505	MARTIN, SARA BETH	412 CHURCH ST	99,800.00	0.00	1,272.45	321.65	127.25	0.00	-228.25	1,493.10
02-022-505	MARTIN, SARA BETH	412 CHURCH ST	101,500.00	0.00	1,294.13	155.28	129.41	0.00	0.00	1,578.82
02-022-505	MARTIN, SARA BETH	412 CHURCH ST	101,500.00	0.00	1,294.13	0.00	0.00	0.00	0.00	1,294.13
02-022-507	MARTIN, SARA BETH	0	21,700.00	0.00	276.68	66.48	27.67	0.00	0.00	370.83
02-022-507	MARTIN, SARA BETH	0	21,700.00	0.00	276.68	33.24	27.67	0.00	0.00	337.59
02-022-507	MARTIN, SARA BETH	0	21,700.00	0.00	276.68	0.00	0.00	0.00	0.00	276.68

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Property Number	Owner	Address	Assessed Value	Exempt	Tax	Interest	Penalty	Manual Adjustment	Paid	Tax Amount Due
02-031-406	MASSIN, CONTRACT	0	106,100.00	0.00	1,352.78	0.00	0.00	0.00	0.00	1,352.78
02-023-750	MASSKILLS SEAFOODS,	0	2,600.00	0.00	33.15	3.96	3.32	0.00	0.00	40.43
02-023-750	MASSKILLS SEAFOODS,	0	28,800.00	0.00	367.20	0.00	0.00	0.00	0.00	367.20
03-006-347	MATTHEW A & ANGELA L MEIER	4	MILE ZIMOVIA 84,500.00	0.00	1,077.38	0.00	0.00	0.00	0.00	1,077.38
11-100-180	MATTHIAS, THOMAS &	0	23,300.00	0.00	93.20	0.00	0.00	0.00	0.00	93.20
11-100-190	MATTHIAS, THOMAS &	0	25,100.00	0.00	100.40	0.00	0.00	0.00	0.00	100.40
11-100-200	MATTHIAS, THOMAS &	0	8,300.00	0.00	33.20	0.00	0.00	0.00	0.00	33.20
11-100-210	MATTHIAS, THOMAS &	0	8,300.00	0.00	33.20	0.00	0.00	0.00	0.00	33.20
11-100-220	MATTHIAS, THOMAS &	0	9,500.00	0.00	38.00	0.00	0.00	0.00	0.00	38.00
11-100-230	MATTHIAS, THOMAS &	0	38,500.00	0.00	154.00	0.00	0.00	0.00	0.00	154.00
11-100-280	MATTHIAS, THOMAS &	0	40,000.00	0.00	160.00	0.00	0.00	0.00	0.00	160.00
11-100-310	MATTHIAS, THOMAS &	0	38,700.00	0.00	154.80	0.00	0.00	0.00	0.00	154.80
06-010-100	MCDERMOTT, PATRICK	0	92,400.00	0.00	369.60	44.40	36.96	0.00	0.00	450.96
06-010-100	MCDERMOTT, PATRICK	0	92,400.00	0.00	369.60	0.00	0.00	0.00	0.00	369.60
06-010-120	MCDERMOTT, PATRICK	0	33,400.00	0.00	133.60	16.08	13.36	0.00	0.00	163.04
06-010-120	MCDERMOTT, PATRICK	0	33,400.00	0.00	133.60	0.00	0.00	0.00	0.00	133.60
06-010-130	MCDERMOTT, PATRICK	0	46,000.00	0.00	184.00	22.08	18.40	0.00	0.00	224.48
06-010-130	MCDERMOTT, PATRICK	0	46,000.00	0.00	184.00	0.00	0.00	0.00	0.00	184.00
08-140-050	MCGEE, PAULA I	0	12,700.00	0.00	50.80	0.00	0.00	0.00	0.00	50.80
03-005-262	MCGEE, RUSSELL J	119	GRAVES ST. 47,400.00	0.00	604.35	72.48	60.44	0.00	0.00	737.27
03-005-262	MCGEE, RUSSELL J	119	GRAVES ST. 47,400.00	0.00	604.35	0.00	0.00	0.00	0.00	604.35
09-020-100	MCKAY, DONNA J	0	35,000.00	0.00	140.00	0.00	0.00	0.00	0.00	140.00
03-005-206	MEISSNER JR, CHARLES	3	MILE ZIMOVIA 113,300.00	0.00	1,444.58	173.40	144.46	0.00	0.00	1,762.44
03-005-206	MEISSNER JR, CHARLES	3	MILE ZIMOVIA 113,300.00	0.00	1,444.58	0.00	0.00	0.00	0.00	1,444.58
03-005-205	MEISSNER, CHARLES	0	43,700.00	0.00	557.18	0.00	0.00	0.00	0.00	557.18
03-005-207	MEISSNER, CHARLES	0	13,500.00	0.00	172.13	0.00	0.00	0.00	0.00	172.13
04-002-303	MEISSNER, NICKOLE	0	17,200.00	0.00	68.80	0.00	0.00	0.00	-48.00	20.80
71-290-1000	MELISSA & JEREMY STOLLEY	0	47,600.00	0.00	606.90	0.00	0.00	0.00	0.00	606.90
02-023-740	METAL HEAD MARINE LLC,	0	93,100.00	0.00	1,187.03	0.00	0.00	-371.03	0.00	816.00
05-004-100	MEYER III, ROBERT M	0	53,500.00	0.00	214.00	0.00	0.00	0.00	0.00	214.00
05-005-100	MEYER III, ROBERT M	0	16,000.00	0.00	64.00	0.00	0.00	0.00	0.00	64.00
05-006-100	MEYER III, ROBERT M	0	30,000.00	0.00	120.00	0.00	0.00	0.00	0.00	120.00
05-006-110	MEYER III, ROBERT M	0	44,700.00	0.00	178.80	0.00	0.00	0.00	0.00	178.80
05-006-121	MEYER III, ROBERT M	0	14,800.00	0.00	59.20	0.00	0.00	0.00	0.00	59.20
05-009-100	MEYER, RONALD DUANE	0	91,800.00	0.00	367.20	0.00	0.00	0.00	0.00	367.20
03-021-418	MEYER, SHARLA A	0	97,500.00	0.00	1,243.13	0.00	0.00	0.00	0.00	1,243.13
03-006-351	MIKE O & TRINA GARDNER	0	132,300.00	0.00	1,686.83	38.33	168.68	0.00	-1,686.83	207.01

City and Borough of Wrangell

Prop Tax Owed no zero

Item e.

2019

Property Number	Owner	Address	Assessed Value	Exempt	Tax	Interest	Penalty	Manual Adjustment	Paid	Tax Amount Due
03-006-351	MIKE O & TRINA GARDNER	0	132,300.00	0.00	1,686.83	0.00	0.00	0.00	0.00	1,686.83
03-002-210	NADINE & ORDEN PHILLIPS	1203	ZIMOVIA HWY 205,000.00	150,000.00	701.25	0.00	0.00	0.00	0.00	701.25
72-380-2038	NEWMAN, BETTY	0	4,600.00	0.00	58.65	0.00	0.00	0.00	0.00	58.65
04-001-222	NEWMAN, DARREN	0	22,600.00	0.00	90.40	0.00	0.00	0.00	0.00	90.40
03-006-215	NI HEIDEAIN, VALERIE A	0	15,000.00	0.00	191.25	0.00	0.00	0.00	0.00	191.25
72-030-2003	NORE, SUSAN	0	6,500.00	0.00	82.88	0.00	0.00	0.00	0.00	82.88
03-006-341	OLEN & MELANIE ETTSWOLD	4	MILE ZIMOVIA 117,600.00	0.00	1,499.40	0.00	0.00	0.00	0.00	1,499.40
03-009-105	PACITA LAWS & VERNON	0	104,500.00	0.00	1,332.38	0.00	0.00	0.00	0.00	1,332.38
71-330-1000	PADGETT, CALEB	0	8,400.00	0.00	107.10	25.68	10.71	0.00	0.00	143.49
71-330-1000	PADGETT, CALEB	0	8,500.00	0.00	108.38	12.96	10.84	0.00	0.00	132.18
71-330-1000	PADGETT, CALEB	0	8,500.00	0.00	108.38	0.00	0.00	0.00	0.00	108.38
71-340-1034	PADGETT, CALEB	0	16,100.00	0.00	205.28	49.20	20.53	0.00	0.00	275.01
72-150-2015	PADGETT, LOGAN	0	6,000.00	0.00	76.50	0.00	0.00	0.00	0.00	76.50
08-310-080	PAVEL SMELIANSKI & MARINA	0	20,300.00	0.00	81.20	3.32	8.12	0.00	-91.75	0.89
06-010-110	PFAFF, HARLEY	0	45,900.00	0.00	183.60	0.00	0.00	0.00	0.00	183.60
03-009-202	PURVIS, LELAND	0	50,000.00	0.00	637.50	0.00	0.00	0.00	0.00	637.50
03-009-101	PURVIS, NORMAN CARL	0	22,300.00	0.00	284.33	0.00	0.00	0.00	0.00	284.33
04-001-202	RANDY & CAROL CHURCHILL	0	20,800.00	0.00	83.20	0.00	0.00	0.00	-83.19	0.01
02-034-103	RICHARD & GEORGENE	821	ZIMOVIA HWY. 193,200.00	48,300.00	1,847.48	0.00	0.00	0.00	0.00	1,847.48
08-320-030	RICHARD & NANCY DEBUSMAN	0	84,300.00	0.00	337.20	0.00	0.00	0.00	0.00	337.20
02-032-210	RICHARD T METZGER &	523	ZIMOVIA HWY 151,000.00	0.00	1,925.25	0.00	0.00	0.00	-12.75	1,925.25
04-006-652	RIDEOUT, JAY	0	35,900.00	0.00	143.60	0.00	0.00	0.00	0.00	143.60
02-023-391	RINEHART, ROBERT W	532	FRONT STREET 150,000.00	0.00	637.50	76.56	63.75	0.00	0.00	777.81
02-023-391	RINEHART, ROBERT W	532	FRONT STREET 150,000.00	0.00	637.50	0.00	0.00	0.00	0.00	637.50
72-250-2025	RITA PEREZ, ESTATE, THEA	0	2,000.00	0.00	25.50	3.12	2.55	0.00	0.00	31.17
72-250-2025	RITA PEREZ, ESTATE, THEA	0	2,000.00	0.00	25.50	0.00	0.00	0.00	0.00	25.50
02-026-318	RITCHIE TRANSPORTATION CO	0	56,100.00	0.00	715.28	29.18	71.53	0.00	-808.33	0.51
02-026-324	RITCHIE TRANSPORTATION CO	0	60,400.00	0.00	770.10	31.44	77.01	0.00	-870.29	0.56
02-026-325	RITCHIE TRANSPORTATION CO	0214	PENINSULA 178,800.00	0.00	2,279.70	93.07	227.97	0.00	-2,576.30	1.64
02-026-327	RITCHIE TRANSPORTATION CO	0	49,600.00	0.00	632.40	25.80	63.24	0.00	-714.66	0.46
02-026-327	RITCHIE TRANSPORTATION CO	0	49,600.00	0.00	632.40	0.00	0.00	0.00	-631.40	1.00
02-015-103	RITCHIE, SUSAN	0	19,500.00	0.00	248.63	29.88	24.86	0.00	0.00	303.37
02-015-105	RITCHIE, SUSAN	0	17,300.00	0.00	220.58	26.52	22.06	0.00	0.00	269.16
02-009-204	RODNEY S & JEAN S BROWN,	220	CASSIAR 153,900.00	150,000.00	49.73	0.00	0.00	0.00	0.00	49.73
02-014-352	ROGER & PAMELA PURDY	1413	PENINSULA ST 171,500.00	0.00	2,186.63	0.00	0.00	0.00	0.00	2,186.63
02-022-115	ROGER & PAMELA PURDY	302	FRONT ST. 232,200.00	0.00	2,960.55	0.00	0.00	0.00	0.00	2,960.55
08-320-040	ROGERS, LAUREN E	0	48,600.00	0.00	194.40	0.00	0.00	0.00	0.00	194.40

City and Borough of Wrangell

Prop Tax Owed no zero

Item e.

2019

Property Number	Owner	Address	Assessed Value	Exempt	Tax	Interest	Penalty	Manual Adjustment	Paid	Tax Amount Due
72-310-2000	ROMANE, CHARLES	0	2,500.00	0.00	31.88	0.00	0.00	0.00	0.00	31.88
03-021-406	RONALD & LEZLIE RICE	0	264,300.00	150,000.00	1,457.33	0.00	0.00	0.00	0.00	1,457.33
02-026-123	ROXANNA PETTICREW, ET AL	1033 CASE AVENUE	16,900.00	0.00	215.48	0.00	0.00	0.00	0.00	215.48
02-026-125	ROXANNA PETTICREW, ET AL	0	8,600.00	0.00	109.65	0.00	0.00	0.00	0.00	109.65
02-026-258	ROXANNA PETTICREW, ET AL	0	21,000.00	0.00	267.75	0.00	0.00	0.00	0.00	267.75
02-026-260	ROXANNA PETTICREW, ET AL	0	15,000.00	0.00	191.25	0.00	0.00	0.00	0.00	191.25
08-310-050	RUTH ANN & STEPHEN E	0	23,400.00	0.00	93.60	0.00	0.00	0.00	-93.00	0.60
09-010-030	SALVATORE BRUNO	0	69,400.00	0.00	277.60	33.36	27.76	0.00	0.00	338.72
09-010-030	SALVATORE BRUNO	0	69,400.00	0.00	277.60	0.00	0.00	0.00	0.00	277.60
09-010-120	SALVATORE BRUNO	0	18,700.00	0.00	74.80	9.00	7.48	0.00	0.00	91.28
09-010-120	SALVATORE BRUNO	0	18,700.00	0.00	74.80	0.00	0.00	0.00	0.00	74.80
73-140-3014	SCOTT & TONYA SEDDON	0	10,000.00	0.00	127.50	30.72	12.75	0.00	0.00	170.97
72-350-2035	SEA LEVEL SEAFOODS LLC	0	3,500.00	0.00	44.63	0.00	0.00	0.00	0.00	44.63
08-310-030	SHAW, ELIZABETH L	0	31,900.00	0.00	127.60	0.00	0.00	0.00	0.00	127.60
03-009-149	SHILTS, BRIAN L	0	85,500.00	0.00	1,090.13	256.21	109.01	0.00	-683.22	772.13
03-009-149	SHILTS, BRIAN L	0	86,100.00	0.00	1,097.78	131.76	109.78	0.00	0.00	1,339.32
03-009-149	SHILTS, BRIAN L	0	86,100.00	0.00	1,097.78	0.00	0.00	0.00	0.00	1,097.78
06-010-090	SHIRLEY, KATHLEEN D	0	20,700.00	0.00	82.80	0.00	0.00	0.00	0.00	82.80
74-040-4004	SILVA, DAVID	0	10,100.00	0.00	128.78	0.00	0.00	0.00	0.00	128.78
03-009-365	SLAUGHTER, GENEVA	0	27,500.00	0.00	350.63	0.00	0.00	0.00	0.00	350.63
02-020-258	SOWLE SR, RONALD R	0	7,300.00	0.00	93.08	0.00	0.00	0.00	0.00	93.08
72-080-2008	STEVE & KAREN MARSHALL	0	1,000.00	0.00	12.75	0.00	0.00	0.00	0.00	12.75
72-120-2000	STEVE & KAREN MARSHALL	0	5,000.00	0.00	63.75	0.00	0.00	0.00	0.00	63.75
72-140-2054	STEVE & KAREN MARSHALL	0	14,200.00	0.00	181.05	0.00	0.00	0.00	0.00	181.05
08-320-200	STEVENSON, WILLIAM	0	153,300.00	0.00	613.20	0.00	0.00	0.00	0.00	613.20
01-005-418	STOUGH, STEPHEN	0	8,000.00	0.00	102.00	4.16	10.20	0.00	-115.26	0.08
01-005-670	SUNRISE AVIATION INC	1600 AIRPORT LOOP	93,000.00	0.00	1,185.75	0.00	0.00	-201.45	0.00	984.30
03-006-345	THOMAS K & DEBRA J HUNTER	4 MILE ZIMOVIA	117,600.00	0.00	1,499.40	0.00	0.00	0.00	0.00	1,499.40
03-006-343	TIMOTHY J & DIANE L DODSON	4 MILE ZIMOVIA	117,600.00	0.00	1,499.40	0.00	0.00	0.00	0.00	1,499.40
08-320-070	TRAIL, DANIEL S	0	64,600.00	0.00	258.40	0.00	0.00	0.00	0.00	258.40
71-020-1002	TRAIL, DANIEL S	0	8,400.00	0.00	107.10	0.00	0.00	0.00	0.00	107.10
04-002-321	TRUST LAND OFFICE	0	30,600.00	0.00	122.40	14.64	12.24	0.00	0.00	149.28
04-002-321	TRUST LAND OFFICE	0	30,600.00	0.00	122.40	0.00	0.00	0.00	0.00	122.40
72-450-2046	VACANT	0	1,000.00	0.00	12.75	1.56	1.28	0.00	0.00	15.59
73-030-3003	VAN SLYKE, DANA	0	17,600.00	0.00	224.40	0.00	0.00	0.00	0.00	224.40
71-370-1037	VANDEBUNTE, JAMES	0	9,300.00	0.00	118.58	28.56	11.86	0.00	0.00	159.00
71-370-1037	VANDEBUNTE, JAMES	0	9,500.00	0.00	121.13	14.52	12.11	0.00	0.00	147.76

City and Borough of Wrangell

Prop Tax Owed no zero

Item e.

2019

Property Number	Owner	Address	Assessed Value	Exempt	Tax	Interest	Penalty	Manual Adjustment	Paid	Tax Amount Due
71-370-1037	VANDEBUNTE, JAMES	0	9,500.00	0.00	121.13	0.00	0.00	0.00	0.00	121.13
01-004-654	VERN COOL & KATHLEEN	106 GRAVES ST.	18,000.00	0.00	229.50	27.60	22.95	0.00	0.00	280.05
71-470-1047	WADDINGTON, JOHN	0	5,200.00	0.00	66.30	0.00	0.00	0.00	0.00	66.30
08-120-060	WALLIN, JANET ANN	0	29,700.00	0.00	118.80	0.00	0.00	0.00	0.00	118.80
08-120-070	WALLIN, JANET ANN	0	26,700.00	0.00	106.80	0.00	0.00	0.00	0.00	106.80
03-004-256	WHITE, MARK A	0	57,400.00	0.00	731.85	0.00	0.00	0.00	0.00	731.85
02-023-369	WILLIAM & FOREST	523 ALASKA AVE	126,700.00	0.00	1,615.43	193.80	161.54	0.00	0.00	1,970.77
03-005-201	WILLIAM & NEDIA VOLTZ	0	9,900.00	0.00	126.23	15.12	12.62	0.00	0.00	153.97
03-005-201	WILLIAM & NEDIA VOLTZ	0	9,900.00	0.00	126.23	0.00	0.00	0.00	0.00	126.23
02-024-380	WRANGELL BOATSHOP LLC	0	11,100.00	0.00	141.53	0.00	0.00	0.00	0.00	141.53
02-024-382	WRANGELL BOATSHOP LLC	707 CASE AVENUE	190,500.00	0.00	2,428.88	0.00	0.00	0.00	0.00	2,428.88
02-023-383	WRIGHT, JANA	532 CASE AVE	59,000.00	0.00	752.25	0.00	0.00	0.00	0.00	752.25
03-021-509	YOUNG, SCOTT H	0	267,400.00	0.00	3,409.35	0.00	0.00	0.00	0.00	3,409.35
Total			17,117,100.00	1,248,300.00	169,449.56	5,067.81	4,093.40	-831.95	-14,853.81	162,884.57

August 2019 Travel Report

Name	Position	Purpose	Location	Dates	Transportation	Car Rental	Accommodations	Per Diem	Registration	Other	Total
Mya DeLong	Assembly Member	SE Conference	Sitka, AK	9/17 to 9/20/2019	\$ 302.19	\$ -	\$ 667.52	\$ 225.00	\$ 315.00	\$-	\$ 1,509.71
Steve Prysunka	Borough Mayor	SE Conference	Sitka, AK	9/17 to 9/20/2019	\$ 302.00	\$ -	\$ 667.00	\$ 225.00	\$ 315.00		\$ 1,509.00
Lisa Von Borgen	Borough Manager	SE Conference	Sitka, AK	9/17 to 9/20/2019		\$ -					\$ -
Carol Rushmore	Economic Dev. Director	SE Conference	Sitka, AK	9/17 to 9/20/22	\$ 310.89	\$ -	\$ 417.00	\$ 162.50	\$ 315.00		\$ 1,205.39
Cyni Crary	Nolan Center Director	SE Conference	Sitka, AK	9/17 to 9/20/2019	\$ 310.89	\$ -	\$ 667.00	\$ 175.00	\$ 350.00		\$ 1,502.89
Rolland Howell	Public Works Director	SE Conference	Sitka, AK	9/17 to 9/20/2019	\$ 310.89	\$517.50	\$ 667.00	\$ 175.00	\$ 350.00		\$ 2,020.39
Cindy Kilpatrick	Museum	Museum Conference	Kodiak, AK	9/23 to 9/28/2019	\$ 662.59	\$ -	\$ 600.00	\$ 225.00	\$ 355.00		\$ 1,842.59
Royce Cowan	Diesel Mechanic	Inspect Oil Tank	Ketchikan, AK	9/3/2019	\$1,025.00			\$ 37.50			\$ 1,062.50

Note: Car for SE Conference was used for multiple persons, attending SE Conference.

CLERK'S FILE

SUBMITTED BY:

Kim Lane, Borough Clerk

Upcoming Meeting/Informational dates:

NO ASSEMBLY MEETING SCHEDULED FOR OCTOBER 22nd

11-6 Parks & Recreation Board mtg. @ 5:30 p.m. in the Borough Assembly Chambers

11-7 Port Commission mtg. @ 7:00 p.m. in the Borough Assembly Chambers

11-11 Veterans Day - City Offices Closed

11-12 Regular Borough Assembly Meeting scheduled for 6pm in the Assembly Chambers

SEAPA Board Meeting is scheduled for December 12th in Ketchikan

Regular Borough Election of October 1, 2019



I would like to extend a big  to the **Election Workers** for their time and dedication. and to the following City Departments:

The Employees of Public Works

The Nolan Civic Center Staff

The preparations for the Election went very well. As of September 1st, Wrangell had **1,941** Registered Voters. That voter count was up 56 from last year!

The total number of ballots cast for the October 1st Regular Election was **406**. The voter turnout this year was **21%**. Last year's election had a 40% voter turnout (763 total voted).

AML (ACoM & Conference)

Alaska Municipal League Conference schedule is as follows:

Regular AML Conference

Nov. 20 - 22, 2019 (Morrison attending)

ACoM (Alaska Conference of Mayors) & Regular Conference

Nov. 19 - 22, 2019 (Prysunka attending)

Annual Ethics, Open Meetings Act (OMA), and Parliamentary Procedure Training....

I am working on this and will be scheduling this training in the near future. I am hoping to have the Borough Attorney do this training this year.

CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

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

Nomination of Vice-Mayor

SUBMITTED BY:

Kim Lane, Borough Clerk

FISCAL NOTE:

Expenditure Required: \$XXX Total

FY 19: \$	FY 20: \$	FY21: \$
-----------	-----------	----------

Amount Budgeted:

	FY19 \$XXX
--	------------

Account Number(s):

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

Account Name(s):

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

Unencumbered Balance(s) (prior to expenditure):

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

Reviews/Approvals/Recommendations

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

ATTACHMENTS: None.

Recommended Motion:

Move to nominate _____ for Vice-Mayor until October 2020.

Assembly Member Gilbert is interested in this role.

There needs to be a second to the motion.

CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

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

City Board and Commission Appointments (Annual)

<p><u>SUBMITTED BY:</u></p> <p>Kim Lane, Borough Clerk</p>	<p><u>FISCAL NOTE:</u></p> <p>Expenditure Required: \$XXX Total</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; border-bottom: 1px solid black;">FY 19: \$</td> <td style="width: 33%; border-bottom: 1px solid black;">FY 20: \$</td> <td style="width: 33%; border-bottom: 1px solid black;">FY21: \$</td> </tr> <tr> <td colspan="3" style="height: 15px;"></td> </tr> </table> <p>Amount Budgeted:</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%; border-bottom: 1px solid black;"></td> <td style="width: 40%; border-bottom: 1px solid black;">FY19 \$XXX</td> </tr> </table> <p>Account Number(s):</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%; border-bottom: 1px solid black;"></td> <td style="width: 40%; border-bottom: 1px solid black;">XXXXXX XXX XXXX</td> </tr> </table> <p>Account Name(s):</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%; border-bottom: 1px solid black;"></td> <td style="width: 40%; border-bottom: 1px solid black;">Enter Text Here</td> </tr> </table> <p>Unencumbered Balance(s) (prior to expenditure):</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%; border-bottom: 1px solid black;"></td> <td style="width: 40%; border-bottom: 1px solid black;">\$XXX</td> </tr> </table>	FY 19: \$	FY 20: \$	FY21: \$					FY19 \$XXX		XXXXXX XXX XXXX		Enter Text Here		\$XXX
FY 19: \$	FY 20: \$	FY21: \$													
	FY19 \$XXX														
	XXXXXX XXX XXXX														
	Enter Text Here														
	\$XXX														

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

ATTACHMENTS: None.

Planning & Zoning Commission (2 avail.)	Terri Henson
	Apryl Hutchinson
Parks & Recreation Board (1 avail.)	Annya Ritchie
Wrangell Convention & Visitors Bureau (2 avail)	Brenda Schwartz-Yeager
	Stephanie Cook
Economic Development Committee (2 avail)	Bob Dalrymple

Recommended Action:

Mayor: If there are no objections to the above appointments to the City Boards and Committees, I will declare them appointed for terms ending October 2022.

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

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

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

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

Kim Lane

Planning & Zoning

Item b.

From: terri henson <henson@gci.net>
Sent: Tuesday, October 1, 2019 10:01 AM
To: clerk@wrangell.com
Subject: Planning & Zoning

Oct 1, 2019

Please accept this as my letter of interest to continue on the planning and zoning commission.

Respectfully,
Terri Henson

Sent from my iPad

Planning & Zoning Item b.

Kim Lane

From: Apryl Hutchinson <apryl.hutchinson@gmail.com>
Sent: Friday, October 18, 2019 11:26 AM
To: Clerk@wrangell.com
Subject: Planning & Zoning Seat re-up

Good morning

I would like to continue to be on the Planning & Zoning Board.
I value the position and would like to continue in my position.
Thank you for your time

Apryl Hutchinson
907-723-9448

P & R

Item b.

Kim Lane

From: Annya Ritchie <annyadawn@gmail.com>
Sent: Saturday, September 28, 2019 5:32 PM
To: Kim Lane
Subject: P&R Advisory Board Submission

Hello Kim,

Annya Ritchie <annyadawn@gmail.com>

to clerk



Hi Kim,

I am interested in continuing my service on the Parks and Recreation Advisory Board. I have utilized P&R services since I was a child and find the value in growing and maintaining a healthy community, which is strengthened by having a flourishing P&R Department. I strongly believe my values in growing and supporting our community through volunteerism and collaboration continue to merge well with the mission and goals of P&R.

I hope to bring an additional helping hand and strategic mind to the group and would be honored to continue to be a part of the team.

Thank you for the opportunity and consideration.

Sincerely,
Annya Ritchie

Kim Lane

WCVB

Item b.

From: Brenda Schwartz-Yeager <info@alaskaupclose.com>
Sent: Monday, September 9, 2019 9:39 AM
To: clerk@wrangell.com
Subject: WCVB letter of interest

Borough Clerk,

Please consider this my letter of interest in continuing to serve on the Wrangell Convention and Visitor Bureau. My current term expires in October and I would love to continue my service to the community on this group if the city finds that to be allowable.

Respectfully,

Brenda Schwartz-Yeager

907-470-4000

Sent from my iPad=

WCUB

Item b.

Stephanie Cook
P.O. Box 2263
Wrangell, AK 99929
907-305-0002
stephanie@wrangellchamber.org

October 9, 2019

Mayor Stephen Prysunka and Borough Assembly
City & Borough of Wrangell
P.O. Box 531
Wrangell, AK 99929

Re: Wrangell Conventional and Visitor Bureau

Dear Mayor Prysunka and Borough Assembly,

I am very interested in the open seat on the Wrangell Convention and Visitor Bureau Board. For those of you who do not know me, I have lived in Wrangell for most of my life, I went away for College and returned home. I love this Island and couldn't imagine spending my life anywhere else. I recently accepted the position of Executive Director for the Wrangell Chamber of Commerce. I have been with the Chamber as an Office Specialist for just over a year now and am enjoying getting involved in the visitor industry in Wrangell. I feel that sitting on this board would be a great opportunity for me to continue my knowledge about the visitor industry as well as enable me to help provide input on ways to promote our town to potential visitors.

I am excited for this opportunity and to help strengthen Wrangell's Visitor economy in any way I can. Please reach out to me if you have any questions.

Sincerely,

Stephanie Cook

Kim Lane

From: Bob <bob.dalrymple@hotmail.com>
Sent: Monday, September 30, 2019 12:00 PM
To: Kim Lane
Subject: Letter of Interest - Economic Development Committee

To: Mayor and Council, City and Borough of Wrangell

This is my Letter of Interest in serving on the Economic Development Committee.

Economic development and diversification continue to be critical factors for Wrangell's well being and future. I would like to participate in that by serving on the committee. I have an extensive experience in economic and resource management matters and I have worked closely with the Borough on those in my previous employment.

I would also like to give back to the community of Wrangell by serving on this committee.

Thank you for your consideration.

Bob Dalrymple

CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

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

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

SUBMITTED BY:

Kim Lane, Borough Clerk

FISCAL NOTE:

Expenditure Required: \$XXX Total

FY 19: \$	FY 20: \$	FY21: \$
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Amount Budgeted:

	FY19 \$XXX
--	------------

Account Number(s):

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

Account Name(s):

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

Unencumbered Balance(s) (prior to expenditure):

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

Reviews/Approvals/Recommendations

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

ATTACHMENTS: 1. None.

Mayor appoints a member of the Assembly with the consent of the Assembly.

CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

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

Appointment to fill the Vacancy on the Port Commission

SUBMITTED BY:

Kim Lane, Borough Clerk

FISCAL NOTE:

Expenditure Required: \$XXX Total

FY 19: \$	FY 20: \$	FY21: \$
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Amount Budgeted:

	FY19 \$XXX
--	------------

Account Number(s):

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

Account Name(s):

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

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

Reviews/Approvals/Recommendations

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

ATTACHMENTS: Letters of Interest from: Gary Morrison

RECOMMENDATION MOTION:

Move to appoint _____ to the Port Commission with the term expiring October 2020.

SUMMARY STATEMENT:

At the October 2019 Election, there were two Port Commissioner seats available. We received only one declaration for the seats. Additionally, there were no letters of interest received to run as a Write-in for the second seat.

Therefore, the Clerk started advertising for the second available seat on October 2nd.

Since this is an elected seat, the Assembly must make the appointment to the commission.

This appointment will fill the vacancy until the next Regular Borough Election on October 6, 2020, where the seat will be placed on the ballot as a two- year unexpired term until October 2022.

Read 10-2-19
Kim Lane, Clerk, City & Borough of Wrangell

I am currently a member of the Port Commission whose term is expiring. I did not run for re-election for a full 3-year term, but would like to be considered for a one-year appointment to the vacant seat.


Gary Morrison

CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	October 22, 2019
	<u>Agenda Section</u>	13

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

SUBMITTED BY:

Carol Rushmore, Economic Development
Director

FISCAL NOTE:

Expenditure Required: N/A

FY 19: \$	FY 20:	FY21: \$
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Amount Budgeted:

	FY19 \$0
--	----------

Account Number(s):

	N/A
--	-----

Account Name(s):

	N/A
--	-----

Unencumbered Balance(s) (prior to expenditure):

	\$XXX
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Reviews/Approvals/Recommendations

<input checked="" type="checkbox"/>	Planning & Zoning
Name(s)	
Name(s)	
<input type="checkbox"/>	Attorney
<input type="checkbox"/>	Insurance

ATTACHMENTS: 1. Recommendation from the Planning and Zoning Commission; 2. Letter from Cowan's requesting to construct a driveway; 3. Letter sent to Wrangell Island East residents; 4. Maps

RECOMMENDATION MOTION:

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

SUMMARY STATEMENT:

Royce and Sherri Cowan are requesting to construct a one (1) mile long 10 foot wide rock driveway in the Wrangell East Subdivision area to access their remote parcels on the shoreline in Block 2. They are willing to obtain all permits, survey and construct and maintain the driveway at no expense to the Borough. They are requesting to obtain and utilize rock from the former State rock pit located adjacent to the intersection of the beginning of the driveway with the Spur Road. They are also requesting that the driveway be gated to allow access by personal vehicles only, although pedestrians could access and utilize the driveway. This request is in part to prevent illegal dumping along the route.

The Planning and Zoning Commission had several meetings to discuss their request. At their regular meeting of September 12, 2019, the Commission recommended approval of the request with conditions (see attached memo). The only part of the request that did not specifically have a recommendation was whether to allow the Cowan's to utilize the rock from the rock pit free of charge. The Commission, however, did not oppose use of the pit.

The Commission's discussions focused on several elements of the request: 1) how would this driveway construction impact or affect future Borough development of the area; 2) public access vs. private access; 3) modification to the lifestyle of other nearby residents; and 4) permitting.

The Commission determined that allowing a driveway access could generate additional developments in the area. The Borough has little information regarding topography other than what can be found through existing local, state and federal GIS systems. According to Mr. Cowan, he has walked the area extensively to determine the best route for a driveway and indicated that the proposed access would be constructed within a level area, with the ground starting a steep slope farther inland. The Commission's concern was whether this would eliminate developable areas because of a pre-existing access, but ultimately decided that if it could in the near term generate more develop opportunities it is a better use than doing nothing. While not specifically in their recommendation, it was discussed that whatever document was used to approve the access could specify that the driveway access could be moved by the Borough in the future if need determines relocation.

The Commission requested that a letter be sent to all nearby property owners to determine if there were any objections. The Cowan's heard from one landowner that they were in support of potential access to their properties as well. Staff heard from a prospective landowner seeking to create some sort of access to a lot and was supportive as well once he was told of the potential driveway.

The Commission determined that there should be public access if they were constructing a driveway across public lands. They ultimately agreed with a gate to prevent vehicular access because of the ongoing dumping issues occurring on the Spur Road. Any shared access would need to be determined by the approval instrument. The Borough has completed a driveway easement with one other resident on the back channel, further north of the project. The difference between that request and this request is that the formerly approved access was within a platted but not built Right-of-way. Staff, upon a site visit to the quarry, did discover at least two additional unpermitted short driveways constructed from the existing Spur Road across Borough lands to access private beachfront properties.

The Commission felt that the road at this time, if gated and vehicular use minimized, would not affect remote lifestyles of the other residents. Should other landowners wish to utilize the driveway, agreements with the Borough to share use and construct additional access down to other properties would need to be considered. The Commission also brought up the question that if access is now provided, will this change the property tax deferential provided to remote areas of the Borough.

The applicants and Commission agreed that any permitting and required surveying would be the responsibility of the applicant. The Commission and Staff felt an asbuilt of the driveway would be critical for future development by the Borough of surrounding lands.

The property is zoned Remote Residential Mixed-Use Wrangell Island East (RMU-E). The Borough's portion of the Spur Road begins at the end of pavement near the Paddle Craft Trail. The Borough provides little maintenance if any for the roadway and has always claimed that it is an unmaintained road during the winter months. The proposed driveway access begins approximately 1 mile past the end of pavement near the pit that was acquired during the borough land entitlement selection process. The USFS trailhead for the North Country trail begins another.5 miles past the rock pit. The Borough received a Federal Lands Access Program grant (FLAP) to improve the road surface to the trail head from the end of pavement to provide better access to the trail. Staff are working on an RFP for road work hopefully to be completed next spring, if there is enough grant funding available.

There were two previous requests after Borough formation by contractors to utilize rock from the rock pit for specific projects, but the City denied sole use of the pit at those times. The Cowan's are requesting use of the rock pit for a driveway access that in the future could belong to or be utilized by the Borough should the Borough develop additional surrounding land areas. The applicants had Loren Enright of Ketchikan Ready Mix walk the proposed route and review the existing pit area to provide an estimate of approximately 11,000 yards of rock necessary to construct the driveway access. One of the maps attached indicate where they propose to remove the rock from the pit area.

Upon approval by the Assembly, staff will work with the Attorney to draw up the Agreement.

MEMORANDUM

**TO: KIM LANE, BOROUGH CLERK
HONORABLE MAYOR AND MEMBERS OF THE ASSEMBLY
CITY AND BOROUGH OF WRANGELL**

**FROM: ALEISHA MOLLEN
PLANNING AND ZONING SECRETARY**

**SUBJECT: RECOMMENDATION REGARDING A REQUEST TO CONSTRUCT A
PRIVATE DRIVEWAY ON UNSUBDIVIDED BOROUGH LANDS
UTILIZING AN UNUSED ROCK PIT ON BOROUGH OWNED LAND.**

DATE: September 13, 2019

The Planning and Zoning Commission, at their regular meeting of September 12, 2019, approved the request to recommend to the Assembly to permit Royce and Sherri Cowan to construct a road access to their remote parcels in Wrangell Island East with the following conditions:

- 1) Gated access is permitted to minimize road traffic and illegal dumping but public foot traffic is allowed;
- 2) Road will be flagged, marked and coordinated and approved with Borough staff before and during road construction;
- 3) All state and federal permits for construction will be the responsibility of applicant
- 4) Road as built will be surveyed upon completion and provided to Borough staff with road profile, location of culverts, bridges etc.
- 5) All maintenance will be the responsibility of the applicant or per the agreement developed between the Borough and applicant
- 6) Rock pit issues will be determined upon more information
- 7) Vehicular use by other landowners will need to be addressed in the Borough driveway agreement

The motion passed unanimously by polled vote.

City and Borough of Wrangell

Agenda Item F1

Date: August 29, 2019

To: Planning and Zoning Commission

From: Carol Rushmore, Economic Development Director

Re: Request by Royce and Sherri Cowan to construct a private driveway to remote property in Wrangell Island East and use of an unused rock pit on Borough owned land

Staff recommends approval of the request to construct a gated roadway with development requirements. Staff does not have enough information regarding the rock pit and rock necessary to make a recommendation on that component.

Recommended motion: Move to recommend to the Assembly to permit the Cowan's to construct a road access to their remote parcels in Wrangell Island East with the following:

- 1) Gated access is permitted to minimize road traffic and illegal dumping but public foot traffic is allowed;
- 2) Road will be flagged, marked and coordinated and approved with Borough staff before and during road construction;
- 3) All state and federal permits for construction will be responsibility of applicant
- 4) Road asbuilt will be surveyed upon completion and provided to Borough staff with road profile, location of culverts, bridges etc.
- 5) All maintenance will be the responsibility of the applicant or per the agreement developed between the Borough and applicant
- 6) Rock pit issues will be determined upon more information
- 7) Vehicular use by other landowners will need to be addressed in the Borough driveway agreement

Update 8-29-19:

The Cowan's heard from one landowner near their property in Wrangell Island East regarding their letter. They indicated they were interested in access. Staff spoke with an individual that was considering purchasing Mental Health Trust lots just down from the Cowans and he was specifically asking about the possibility of constructing a road down from the existing road to the lots. Staff let him know of the proposal request by the Cowans.

Staff has requested an estimate of the volume of rock that may be required to construct the driveway and an analysis of the pit if there is adequate volume available. That estimate should be available for the meeting.

Bullet points of interest:

- USFS topo maps seem to be relatively accurate

- 10 foot wide rocked driveway for vehicular traffic
- Applicants requesting gated driveway to prohibit additional vehicular access and potential dumping. Foot traffic is fine.
- PZ discussed private vs public and felt that the driveway would likely need to have a public access component. Foot traffic was satisfactory.
- Survey of the road would be done upon completion
- Will be responsible for COE permit
- Cowan's have sent a letter to the landowners on the back channel for feedback. I need to follow up with a letter from the Borough.
- Do not yet know an estimate of the volume of rock necessary.
- Discussion regarding potential property taxation change due to access

Update 7-11-2019:

The applicants have sent letters to landowners regarding the road. Staff needs to follow up and do the same. The applicants have had previous experience with the Corps of Engineers so are familiar with the permitting process. Applicants are requesting that the drive would be gated to prohibit vehicular traffic until such time that the Borough would develop in this area. Walking traffic would still be allowable. This will also minimize remote dumping on this road. The estimated volume of rock has not been determined. Staff has not been able to sit down with the Borough Manager or Public Works Director for further discussions.

In reviewing the area for this permit application and another city project, staff have discovered additional driveways to access water front property in Wrangell Island East. These are 2 short spurs off the existing road way, but staff will be pursuing necessary permits.

From June 2019 meeting discussion:

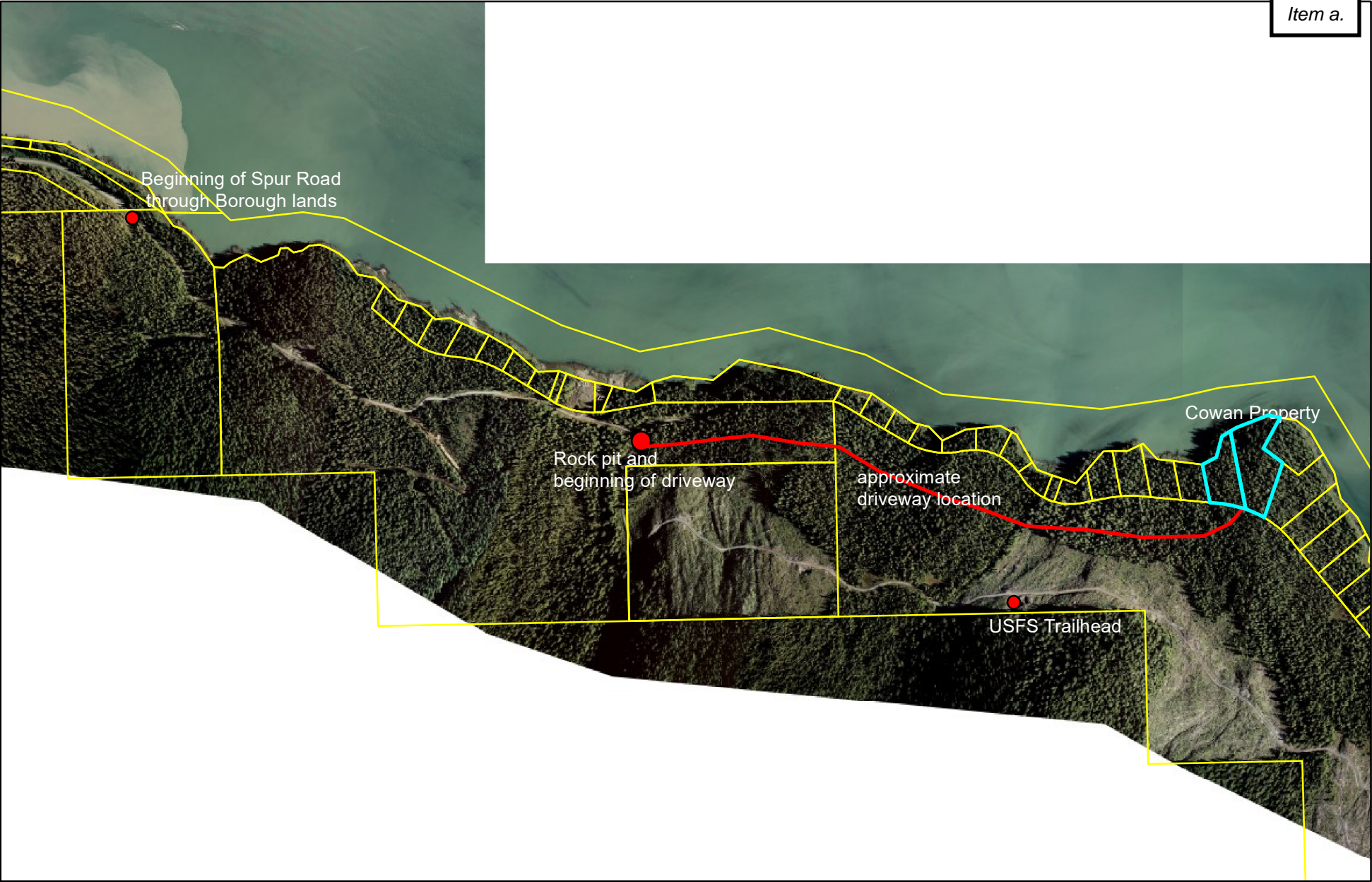
The request by the Cowans for a private driveway through unsubdivided borough lands in Wrangell Island East is before the Commission for discussion, identification of issues of concern, and recommendation. There are several issues for consideration:

- 1) Location of the road. There has been no surveying of the Borough property for access to these remote parcels, looking at topography, drainage and additional lots for sale. Staff does not know if this is the best location for a road or for long term development, other than review and comments by the applicants as to why they chose the specific route for ease of access
- 2) Sole use of the rock pit. The City has had several requests by contractors over the years to utilize the existing pit for rock. Because of location and potential use by the City and likely need for bidding on the use of the pit, the City denied previous requests.

- 3) Survey: Applicant has already agreed to surveying the road location for future planning needs
- 4) Easement/Driveway permit: City does not have an established formal process for requests such as this. A Driveway agreement has been used, as has a driveway permit. Ultimate decision regarding the action will be made by the Borough Assembly

CITY AND BOROUGH OF WRANGELL, ALASKA

Item a.



Public Map

1 in 161 66.666667 feet
Date: 10/14/2019

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



June 25, 2019

Royce and Sherri Cowan
PO Box 1184
Wrangell, AK 99929
907-874-3659

Subject: Request for Driveway on the Eastern Passage

This letter is from Royce and Sherri Cowan. We own the two lots on the Eastern Passage (Back Channel), Lot 14 Block 2 and Lot 15 Block 2. We have requested a driveway permit from the City and Borough of Wrangell to build a driveway from the rock pit by Dick Ballard's to our property, well above and away from the other property owners lines.

We are sending this letter letting you know what we are trying to do. Any questions you can contact us at the phone number or address above.

Thank you for your time,

Royce and Sherri Cowan

CITY AND BOROUGH OF WRANGELL, ALASKA



11,732 yards for driveway

Wrangell Public Map



11,732 yards for driveway

Wrangell Public Map



CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	October 22, 2019
	<u>Agenda Section</u>	13

Approval of the Parks and Recreation Membership Purchasing Policy

SUBMITTED BY:

Kate Thomas, P&R Director

FISCAL NOTE:

Expenditure Required: \$ N/A Total

FY 19: \$	FY 20: \$N?A	FY21: \$
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Amount Budgeted:

	FY20 \$N/A
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Account Number(s):

	N/A
--	-----

Account Name(s):

	N/A
--	-----

Unencumbered Balance(s) (prior to expenditure):

	\$N/A
--	-------

Reviews/Approvals/Recommendations

<input checked="" type="checkbox"/>	Commission, Board or Committee
Name(s)	P&R Advisory Board
Name(s)	
<input type="checkbox"/>	Attorney
<input type="checkbox"/>	Insurance

ATTACHMENTS: 1. P&R Membership Purchasing Policy

RECOMMENDATION MOTION:

Move to Approve the P&R Membership Purchasing Policy.

SUMMARY STATEMENT: The intent of this policy is to establish guidelines for Parks and Recreation membership purchases. The policy includes terms and conditions for payment, pass holder entitlements, cancellations, refunds and other pertinent details related to facility use.

The Parks & Recreation Advisory Board reviewed and approved this policy on October 2nd.

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

POLICY & PROCEDURE MANUAL

Swimming Pool and Recreation Facility

Department: Parks & Recreation

Policy Title: Membership Purchasing Policy

Advisory Board Approval: February 13th, 2019

Revisions:

1. Membership Purchasing Policy

- 1.1. By agreeing to the following, applicant/pass holder acknowledges reading, receiving a completed copy, and agreeing to the terms and conditions of the following "Pay Agreement" and the "City and Borough of Wrangell Recreation Facility Pass Holders Agreement" and/or "Facility Use" contained in this disclaimer hereafter and represents that he/she is 18 years of age or older.

2. Payment for Pass

- 2.1. Annual pass fees may be paid by equal monthly payments by automatic withdrawal pursuant to this "Auto Pay Agreement". Other payments for various usage time periods may be made by electronic withdrawal, or as the case applies, by automatic withdrawal. If by automatic withdrawal, the following agreement applies.

3. Credit Card/Auto Payment Agreement

- 3.1. I authorize the "City and Borough of Wrangell" to charge my credit/debit card account, held at the above-named financial institution, for payment of my bill on the due date shown on my online bill, or on the date I have selected during the registration process.
- 3.2. This authorization will remain in effect until revoked by me, through a written request submitted to the Wrangell Recreation Facility requesting any changes to the active status of this payment authorization. I understand that the Wrangell Recreation Facility and/or the financial institution indicated reserve the right to end this payment plan and my participation therein.
- 3.3. I agree to notify the Wrangell Recreation Facility of changes in the expiration date, card number, or account status.
- 3.4. I agree to allow MyRec and/or Wrangell Recreation Facility to store my account information, for the sole purpose of making the indicated payments. I release and hold harmless both the Wrangell Recreation Facility and MyRec from liability or damages resulting from the loss or theft of information. All information is held in accordance with the privacy policies of MyRec and the Wrangell Recreation Facility.

4. Age Category Definitions for Pass Options

- 4.1. Child –Any one person between the ages 0-5 Years old
- 4.2. Youth- Any one person between the ages 6-17 Years old

- 4.3. Adult Individual-Any one person between the ages 18-64 Years old
- 4.4. Family- Up to two domestic partnership adults and their children
- 4.5. Senior Citizen- Any one-person age 65 Years or older

5. Terms (pass length)

- 5.1. In addition to daily pass fees charged to patrons of the Wrangell Recreation Facility the following payment options for passes are being initially offered to the public and shall apply to this Agreement: 1 Month, 6 Months, Annual, Annual Autopay and Punch Cards. Punch Cards expire one year from the date of purchase. Annual Autopay passes may be cancelled at any time and are subject to cancellation fees.
- 5.2. *Additionally, Annual Autopay agreements shall be automatically continued for twelve consecutive payments, unless pass holder provides WRITTEN notice to the Wrangell Recreation Facility at least 7 calendar days prior to the end of the current month, clearly requesting that the Annual Autopay agreement be cancelled.*

6. Pass Sales and Fee Guarantee

- 6.1. All pass sales are final and non-transferrable. Yearly, monthly and other dues shall be the amount pursuant to the current fee schedule for the Wrangell Recreation Facility. The pass categories, the amount of dues according to the categories, the amount of admission, the suspension and expulsion of patrons, and all other rules and matters affecting or relating to the use of the Wrangell Recreation Facility shall be under complete control of the “City and Borough of Wrangell”. The dues applicable to any type of pass category and other charges imposed by the “City and Borough of Wrangell” may be amended by the “City and Borough of Wrangell” at any time without notice, other than notice pursuant to applicable State law, as well as postings of changes at the Wrangell Recreation Facility. However, patrons who have entered into a yearly contract (by either paying in full or pursuant to the monthly payment option) SHALL NOT BE subject to an increase in the applicable yearly pass category during the term of the current yearly contract.

7. Refunds

- 7.1. Refunds for yearly passes (no refunds shall be allowed for monthly or shorter passes) are available only under emergency or unpredictable circumstances AND when 3 months or longer remain on the pass. Any refund shall be prorated from the first day of the next month following the request, less a \$50.00 cancellation fee, plus payment of any other amounts then owing to the Wrangell Recreation Facility. “Emergency or unpredictable circumstances” shall be determined at the discretion of the Parks and Recreation director or his/her designee but shall include death or permanent disability of the pass holder.

8. Auto Pay Cancellations

- 8.1. Auto-pay members who default or request cancellation of their annual pass will be charged an early termination fee as follows: If within 6 months of the start of contractual term, the balance due is equal to the 6-month rate; if between 6 and 12 months, the balance due is equal to the 12-month rate. Following such final withdrawal, the “City and Borough of Wrangell” will terminate the Agreement.

- 8.2. If an auto-pay member becomes permanently disabled, they may request cancellation. Upon cancellation under this paragraph, the “City and Borough of Wrangell” shall refund monies using the same computation described in the first paragraph of this section.
- 8.3. If an auto-pay member permanently moves away from Wrangell, they may request cancellation. Upon cancellation under this paragraph, the “City and Borough of Wrangell” shall refund monies using the same computation described in the first paragraph of this section. Future membership passes may be denied pending payment of unpaid prior balances.

9. Pass Holder Entitlements

- 9.1. Subject to age limitations, hours of operation, reserved areas and other rules pertaining to specific equipment or facilities, pass holders are entitled to use the cardio room, weight room, racquetball court, aquatic center and showers. There may be additional charges for participation in certain designated programs, classes, special events, and other such services. Use of any of the Parks and Recreation equipment or facilities is subject to Recreation Facility rules, including hours of operation, which shall be established at the discretion of the “City and Borough of Wrangell” and without notice to pass holders and potential patrons. Pass holders acknowledge and accept that, because of scheduling and programming of the Recreation Facility, all of the facilities and areas may not be available during regular operating hours. The Recreation Facility will be closed for a period of one to four weeks due to an annual scheduled maintenance closure each year. The “City and Borough of Wrangell” advises pass holders to contact the Recreation Facility for availability, in particular, of the swimming pool, weight room and cardio equipment before coming to use them.

10. Age Requirements

- 10.1. Children under the age of 7 are required to have a responsible person, 14 or older, with them at all times while at the Recreation Facility, including the Swimming Pool. Children under the age of 14 are not allowed in the cardio or weight rooms. Youth between ages 14 and 17 are allowed in the cardio and weight rooms without adult accompaniment. Youth accessing the weight room and cardio equipment MUST have a waiver on file.

11. Non-Participation; Unavailability of Facilities

- 11.1. Pass holders understand and accept that the amount and extent to which he/she (or his/her group category) uses the Recreation Facility, equipment or program is his/her responsibility. Failure to use the facilities, equipment and programs does not constitute grounds for a refund or cancellation. Further, pass holders understand and accept that certain areas, equipment, facilities and programs in the Recreation Facilities may be unavailable at any time due to mechanical breakdown, private rentals, scheduled holidays, “City of Wrangell” events, Wrangell School District use, repairs, routine maintenance, fire, act of nature, condemnation, catastrophe or other similar reasons. The facility may be closed for New Year’s, Martin Luther King Day, Presidents’ Day, Seward’s Day, Memorial Day, Independence Day, Labor Day, Veteran’s Day, Thanksgiving Day and Christmas Day.

12. Pass Holder Conduct

- 12.1. Any pass holder who does not comply with the rules of the Recreation Facility, or who conducts himself/herself in any unbecoming or offensive manner may be expelled and/or have his/her rights to use the Recreation Facility revoked at the discretion of facility personnel. Any pass holder

inappropriately using his/her pass card to admit another individual into the Recreation Facility or any of the facilities or equipment may have his/her pass privileges suspended or cancelled at the discretion of the Recreation Facility personnel. The pass holder is required to follow all rules and guidelines of all specific areas of the building. The "City and Borough of Wrangell" reserves the right to make any and all changes to these rules as deemed necessary. No outside food or drink is permitted unless your facility rental agreement states food is permitted throughout the duration of the rental.

13. Proper Activity Attire

- 13.1.** The "City and Borough of Wrangell" Swimming Pool requires all individuals 3 years and under or any individual lacking control of defecation to wear a swim diaper. All swimmers shall be attired in swimsuits that appropriately cover the body. Patrons using any of the equipment in the cardio room or weight room must be fully and appropriately clothed, and appropriate clothing must be worn in all other areas of the Recreation Facility. Only athletic, non-marking soled shoes are allowed on the racquetball court floors.

14. Damage to Facilities

- 14.1.** Pass holders causing damage to any part of the Recreation Facility, including its facilities and equipment, shall pay for such damages.

15. Late Payments; Delinquent Accounts; Returned Item Charges

- 15.1.** Late payments shall be subject to a \$5.00 late fee and interest shall accrue on delinquent accounts at the rate of 12% per annum. Defaults on payment obligations under this Agreement shall be subject to collection by the "City and Borough of Wrangell" plus fees and costs of collection, including reasonable legal fees and costs. The "City and Borough of Wrangell" may also suspend access privileges on any pass in which a delinquent balance is owed under this Agreement. A **\$20.00** fee shall be charged for credit card charges, debit charges and automatic transfers which are returned or not honored by the financial institution.

CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	October 22, 2019
	<u>Agenda Section</u>	13

Approval of the Parks and Recreation User Group Policy

SUBMITTED BY:

Kate Thomas, P&R Director

FISCAL NOTE:

Expenditure Required: \$N/A Total

FY 19: \$	FY 20: \$N/A	FY21: \$
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Amount Budgeted:

	FY20 \$N/A
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Account Number(s):

	N/A
--	-----

Account Name(s):

	N/A
--	-----

Unencumbered Balance(s) (prior to expenditure):

	\$N/A
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Reviews/Approvals/Recommendations

<input checked="" type="checkbox"/>	Commission, Board or Committee
Name(s)	P&R Advisory Board
Name(s)	
<input type="checkbox"/>	Attorney
<input type="checkbox"/>	Insurance

ATTACHMENTS: 1. P&R User Group Policy

RECOMMENDATION MOTION:

Move to Approve the P&R User Group Policy.

SUMMARY STATEMENT: The intent of this policy is to promote regular and active use of Parks and Rec facilities. It outlines scheduling procedures, rental classification, charges, and sets rules and regulations for use of the facilities. Charges and/or user fees are based on staffing, set-up, and maintenance costs, as well as market rates for similar facilities.

This policy was reviewed and approved by the Parks & Rec Advisory Board on October 2nd.

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

POLICY & PROCEDURE MANUAL

Swimming Pool and Recreation Facility

Department: Parks & Recreation

Policy Title: Facility Use Policy

Advisory Board Approval: October 2nd, 2019

Revisions:

1. Introduction

- 1.1. The City and Borough of Wrangell (The CBW) Recreation Facility, Swimming Pool and Gymnasium are operated by the Wrangell Parks and Recreation (Parks and Rec) department under the following policies and guidelines adopted by the Parks and Recreation Advisory Board and Borough Assembly on XX, XX, XXXX. The City and Borough of Wrangell recognizes the value of these facilities being available to serve local residents, civic and religious groups, businesses and visitors.

2. Purpose and Intent

- 2.1. The intent of this policy is to promote regular and active use of Parks and Rec facilities. It outlines scheduling procedures, rental classification, charges, and sets rules and regulations for use of the facilities. Charges and/or user fees are based on staffing, set-up, and maintenance costs, as well as market rates for similar facilities.
- 2.2. The City and Borough of Wrangell does not discriminate on the basis of race, color, religion, national origin, gender, age, marital status, sexual orientation, status with regard to public assistance, or disability in the admission or access to programs, services, activities, or employment.

3. Rental Classifications

- 3.1. It is the goal of Parks and Rec to have facilities used as much as possible. The following groups shall have priority for use of facilities in the following order. These priorities apply to the initial scheduling of events. Cancelling a reservation to provide a higher priority group access, requires the explicit permission of the Director. Custodial, technical and utility fees will be charged as required or necessary. All applicants in this category shall follow the established application process.

3.2. *Category I Wrangell Parks and Recreation/The City and Borough of Wrangell*

The CBW or Parks and Rec employee group representative must be directly engaged to coach, advise, or sponsor the activity, be on site at all times and maintain up-to-date contact information with the department administrators. Category I rental fees are waived.

3.3. *Category II Youth Public Programs and Organizations*

Public youth programs and organizations open to all school age children which provide youth activities in which school-age children are the primary beneficiaries (e.g. local swim club); and for-

profit groups whose primary participants for the rental activity are community related youth. Category II rental fees are based on the average hourly wage rate of a Parks and Rec employee. If there is cause for two or more staff the hourly rate will increase based on the total number of staff required for that activity.

3.4. Category III Non-Profit Groups/State/Local/Federal Government Groups

State, local and federal government groups; local nonprofit organizations; private not-for-profit groups; denominational groups. All nonprofit groups will need to provide the following documentation: IRS letter indicating nonprofit status and exemption from federal taxes and current board of directors' names, addresses, and current phone numbers. Category III rental fees are based on a discounted percentage from the hourly rate.

3.5. Category IV Private/For Profit/ Commercial Business Group

Private, for-profit, commercial businesses/groups; any activity where the gate receipts or donations are to be used for partisan political activities including political education; and sectarian groups. Category IV groups are required to pay the regular hourly rate for the facility in use.

Facilities and Rental Fees Per Hour

Facility	Category I	Category II	Category III	Category IV
Classroom	No Fee	15.00	18.75	25.00
Kitchen	No Fee	15.00	18.75	25.00
Gymnasium	No Fee	15.00	22.50	30.00
Swimming Pool	No Fee	15.00	37.50	50.00

4. Hours of Operation

- 4.1. The Recreation Facility and Swimming Pool hours are Monday through Thursday from 6:00AM-7:30PM, Friday from 6:00AM-8:30PM and Saturday from 10:00AM-2:30PM. Rental use beyond these hours requires the approval of the Parks and Rec Director.
- 4.2. The Community Center Gymnasium, Kitchen and Classroom do not have regular hours of operation. The facility is scheduled as needed.
- 4.3. Additional fees may be charged for custodial services, building supervision, set up and removal of chairs or bleachers.
- 4.4. Long-term rental agreements may be negotiated; contact the Department Director.

5. Application Procedure

- 5.1. The Facility Use Application shall be filed with the Director of Parks and Rec at least ten (10) days prior to the date when facilities are to be used.
- 5.2. Parks and Rec shall complete the application, including all applicable fees and the Director shall sign.
- 5.3. The Director shall make the final approval decision and sign the application.
- 5.4. Department staff shall notify the applicant, collect fees and schedule the event.

6. General Information

- 6.1. Groups renting facilities shall comply with the Equal Opportunity Statutes, and not discriminate on the basis of race, color, religion, national origin, gender, age, marital status, sexual orientation, status with regard to public assistance or disability.
- 6.2. Rental of a facility area does not allow for exclusive access to other areas within that facility.
- 6.3. Parks and Rec programs, activities, events and meetings have priority. All other rental scheduling will be on a first-come, first-serve basis; with preference given to youth user groups.
- 6.4. Non-resident groups are required to pay the full rental fee.
- 6.5. User groups are allowed to reserve facilities on a continuing basis with the approval of the Director. Parks and Rec reserves the right to restrict the number of dates an individual or group may reserve. This is to ensure the availability of all facilities to all user groups.
- 6.6. Sponsoring organizations shall be directly responsible for adult supervision, post-event minor cleanup, and ensuring all doors are locked when leaving the facility. Department administrators are program supervisors and shall not be called upon to supervise activities of other groups.
- 6.7. No person who has not attained the age of 21 shall be allowed to rent a facility.
- 6.8. The applicant shall agree to assume the risk of liability for damages because of bodily injury or property damage to any person or entity arising out of the use of the premises, and to indemnify, defend, and hold the City and Borough of Wrangell harmless from any claims, demands, or suits by any person or entity arising out of that use, unless the liability is a result of the CBW's sole negligence. Should Parks and Rec require a hold harmless agreement, the applicant shall agree to provide Parks and Rec with a certificate of insurance showing minimum General Liability limit of \$1,000,000 per occurrence and naming the CBW as an additional insured, unless the CBW waives this requirement in writing. Applicant shall be subject to all provisions of the administrative rules and regulations governing community use of Parks and Rec facilities.
- 6.9. Applicants shall supply any special supervision determined necessary by the building administrator.
- 6.10. Smoking of any substance, legal or illegal, is prohibited.
- 6.11. Use of tobacco or marijuana in any form is prohibited.
- 6.12. Alcoholic beverages/illegal or illicit drugs and people under the influence of said items are not permitted in the Recreation Facility, Swimming Pool and Gymnasium or property at any time.
- 6.13. Firearms or other deadly or defensive weapons, as defined in the Parks and Rec Weapons Policy are not permitted in facilities without advance approval from the Director.
- 6.14. Installation of equipment, alteration of existing building facilities, use of materials that affect the condition of floors, walls or other building parts may not be undertaken without specific approval of the Director.
- 6.15. Groups or organizations using the facilities shall assume all responsibility for the collection of admission fees, taxes, or other fees in connection with their programs unless prior arrangements have been made with the Director.
- 6.16. Rental agreements are not transferable.
- 6.17. Rental fees shall be determined in advance. Custodian or other service charges may be assessed at the conclusion of the activity according to the level of service provided.
- 6.18. Seating, other special equipment, or facilities arrangements shall be made at the time the rental agreement is issued. Extra compensation shall be paid to cover costs for supervision, transferring equipment, setting up equipment in the building, or other services.
- 6.19. Fire and safety regulations shall be observed.

6.20. Violation of these rules or regulations shall restrict subsequent facility use agreements.

7. Liability and Damage

- 7.1. Parks and Rec is not responsible for loss or damage to personal property by individuals or groups.
- 7.2. Parks and Rec shall require a hold harmless agreement (when appropriate) and certificates of insurance.

8. Damage Deposit

- 8.1. A \$100 damage deposit, in addition to the rental fee, may be required by Group III and Group IV. The damage deposit is required at the same time the rental fee check is submitted. This deposit shall be returned within one (1) week after the rental date if no deductions are necessary. A higher damage deposit may be required for special events.
- 8.2. No damage deposit is required for approved reoccurring rentals.
- 8.3. Failure to comply with this policy may result in loss of damage deposit.

9. Cancellation Policy

- 9.1. Parks and Rec reserves the right to cancel a Facility Use Application. If such action is deemed necessary and in the best interest of the City. In the event of such revocation or cancellation, Parks and Rec will refund any advance payment made and there shall be no claim or right to damages or expenses on the part of the permittee. The Director will approve all facility rental cancellations.
- 9.2. If a fee-paying applicant cancels, a cancellation fee of \$50 shall be assessed.

CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	October 22, 2019
	<u>Agenda Section</u>	13

Approval to Dispose of Derelict Vessel F/V Tres Suertes

SUBMITTED BY:

Greg Meissner, Harbor Master

FISCAL NOTE:

Expenditure Required: \$1,000 Total

FY 20: \$1,000	FY 21: \$	FY22: \$
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Amount Budgeted:

	FY20 \$3,000
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Account Number(s):

	74010-000-7860
--	----------------

Account Name(s):

	Derelict Vessel Expenditures
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Unencumbered Balance(s) (prior to expenditure):

	\$3,000
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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. None

RECOMMENDATION MOTION:

Move to Approve the disposal of the vessel F/V Tres Suertes.

SUMMARY STATEMENT:

The Harbor Department impounded the vessel for nonpayment. The Borough held an auction in which the vessel did not sell. The Borough tried to sell the vessel over-the-counter over the counter and it did not sell. The Harbor department did get a document from a co-owner giving

permission for the Borough to dispose of the vessel similar to the form used by the Solid Waste Department to dispose of vehicles. The Harbor Department wishes to get rid of the vessel to free up room in the boat yard.

The vessel was hauled out and put in the boatyard by the main owner to complete a significant amount of work. That owner basically abandoned the vessel. As stated above, it was impounded for nonpayment of fees. The total amount currently owned on the vessel is \$5,603.95. The main owner came in about a month ago and made a small payment on September 26th in the amount of \$240. The cost of disposal of the vessel will be added to the total bill and the Harbor Department will work with the Finance Department to “write off” this bad debt and send it to collections in hopes that a portion of what is owned can be collected.

Section 5.10.060 of the Wrangell Municipal Code covers the sale of surplus, obsolete, or unneeded personal property. It requires approval by the Assembly for disposition of items. As the vessel did not sell at auction, or over-the-counter, Administration is requesting approval to dispose of the vessel as solid waste. The estimated cost of disposal is approximately \$1,000.

CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	October 22, 2019
	<u>Agenda Section</u>	13

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

SUBMITTED BY:

Rod Rhoades, Electrical Superintendent

FISCAL NOTE:

Expenditure Required: \$XXX Total

FY 19: \$	FY 20: \$	FY21: \$
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Amount Budgeted:

	FY19 \$XXX
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Account Number(s):

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

Account Name(s):

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

	\$XXX
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Reviews/Approvals/Recommendations

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

ATTACHMENTS: 1. Resolution 09-19-1492; 2. Previous Resolution adopted (Res 09-19-1484); 3. Position Description.

RECOMMENDATION MOTION:

Move to Approve Resolution No. 10-19-1492.

SUMMARY STATEMENT:

In September the Assembly approved Resolution 09-19-1484 authorizing the creation of the Diesel Electric Mechanic Apprentice position. The Collective Bargaining Agreement contain specialized language and pay-scales for true apprentice positions. The position should have been

submitted to the Assembly as Diesel Electric Mechanic Assistant and Groundman. This resolution amends 09-19-1484 by changing the position title from Apprentice Diesel Electric Mechanic to Diesel Electric Mechanic Assistant and Groundman. All other aspects of Resolution 09-19-1484 and the position and pay scale remain the same.

CITY AND BOROUGH OF WRANGELL, ALASKA

RESOLUTION No. 10-19-1492

A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA AMENDING RESOLUTION 08-19-1484 BY PROVIDING FOR THE AMENDMENT OF THE POSITION TITLE OF THE PREVIOUSLY APPROVED DIESEL ELECTRIC MECHANIC APPRENTICE POSITION TO DIESEL ELECTRIC MECHANIC ASSISTANT AND GROUNDMAN

WHEREAS, the previous approved Resolution No. 09-19-1484 authorize the position of Diesel Electric Mechanic Apprentice; and

WHEREAS, the Collective Bargaining Agreement includes a specific definition and pay scale for a true apprentice position; and

WHEREAS, the true nature of the position is an Assistant to the Diesel Electric Mechanic and Groundman.

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

Section 1. Resolution 09-19-1484 is amended by changing the position title from Diesel Electric Mechanic Apprentice to Diesel Electric Mechanic Assistant and Groundman.

Section 2. The new job title for the Diesel Electric Mechanic Assistant and Groundman position will be effective as of October 22, 2019.

Section 3. All other sections of Resolution 09-19-1484 and the position description and pay scale remain unchanged.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY & BOROUGH OF WRANGELL, ALASKA THIS 22ND DAY OF OCTOBER, 2019.

CITY & BOROUGH OF WRANGELL

Stephen Prysunka, Mayor

ATTEST: _____
Kim Lane, Borough Clerk

CITY AND BOROUGH OF WRANGELL, ALASKA

RESOLUTION No. 09-19-1484

A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, PROVIDING FOR THE ADDITION OF THE JOB DESCRIPTION FOR THE DIESEL ELECTRIC MECHANIC APPRENTICE AND PROVIDING FOR THE AMENDMENT OF THE UNION WAGE & GRADE TABLE

WHEREAS, the addition of this position description allows the City and Borough of Wrangell's Administration Department the ability to appropriately add the duties and responsibilities of the Diesel Electric Mechanic Apprentice; and

WHEREAS, the rate of pay for the Diesel Electric Mechanic Apprentice position is a grade 19 with the pay range from \$24.28 to \$30.57; and

WHEREAS, this position has been reviewed and job description accurately reflects actual duties, responsibilities, and qualifications; and

WHEREAS, it is the desire of the City and Borough of Wrangell to bring all job descriptions into compliance with current standards.

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

Section 1. The attached Exhibit "A" includes the job description that describe the duties, responsibilities and qualifications for the Diesel Electric Mechanic Apprentice.

Section 2. The attached Exhibit "B" is the Union Wage and Grade Table reflecting the Diesel Electric Mechanic Apprentice position at a grade 19.

Section 3. The new job description and wage table for the Diesel Electric Mechanic Apprentice position will be effective as of September 10, 2019.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY & BOROUGH OF WRANGELL, ALASKA THIS 10TH DAY OF SEPTEMBER 2019.

CITY & BOROUGH OF WRANGELL

Patty Gilbert

 Stephen R. Gustafson, Mayor

ATTEST:

Kim Lane

 Kim Lane, Borough Clerk



City & Borough of Wrangell

Position Description

Position: Diesel Electric Mechanic Assistant/Groundman	Type: Permanent, Full-Time
Department/Site: Light Department	FLSA: Non-exempt
Evaluated by: Superintendent Electrical Utility	Salary Grade: 19

Summary

Assists the Diesel Electric Mechanic with maintaining and operating standby electrical generation facility. When regular duties permit or circumstances require, assist the Line Department as a ground person or equipment operator. Occasionally works with other City departments, assisting in special projects.

Distinguishing Career Features

The Diesel Electric Mechanic has one of the most technical demanding roles in the electric department, and as such, the Diesel Electric Mechanic Assistant must be able to prioritize tasks, follow directions, work well with others, and be comfortable switching between tasks and situations.

Advancement to Diesel Electric Mechanic is based on department needs and compliance with the requirements and certifications of the position.

Essential Duties and Responsibilities**MAINTAIN AND OPERATE STANDBY GENERATION FACILITY**

- Performs scheduled or routine maintenance on diesel engines, generators, electrical switchboards, compressors, control systems, pumps and other related equipment as directed by the Diesel Electric Mechanic Lead.
- Assists Powerhouse Lead with Operating Generators during scheduled and emergency outages.
- Starts and brings diesel generators up to speed, synchronize, and parallel.
- Closes in units and switch units to base load or isoc.

RECORDKEEPING

- Maintains detailed records on diesel electrical generation system, which include maintenance, lubrication, part inventories, and costs. Maintains and updates all parts and service manuals.

REPAIRS AND INSTALLATIONS

- Inspects diesel preheat systems, cooling systems, air systems and lubricating systems.

TEAMWORK AND COOPERATION

- When necessary, or as determined by the Electrical Superintendent, assists the Line Department as a ground worker or an equipment operator. Performs other related tasks and duties as required or assigned. Works cooperatively with other employees, internal agencies, and the public.
- As needed this position will assist with call-outs at any time due to staff shortages or emergencies to facilitate and sustain departmental operations. Must be willing to work odd hours as required by the work environment.

Qualifications

Knowledge and Skills

- Requires knowledge of safety standards and expertise necessary to ensure conformance to them.
- Requires knowledge of diesel mechanics and operation.
- Requires knowledge of voltage regulators, AC generation control, and protection systems.
- Requires knowledge of generator operation, and utility switching operations.
- Requires demonstrated skill in organizing and prioritizing work.
- Requires knowledge of recordkeeping procedures and the ability to keep an accurate account of inventories.
- Requires knowledge of parts and supplies purchasing procedures.
- Requires ability to work with vendors, place orders and make adjustments.
- Requires writing and computer skills to prepare reports.
- Requires sufficient mathematics skill to read, record, and compute precise measurements.
- Requires sufficient human relation skills to train others and exchange technical information.
- Requires the ability to obtain various job-related certifications and training.

Abilities

- Requires the ability to perform diesel generator maintenance projects and tasks.
- Requires the successful candidate be able to function at a fully skilled, journeyman level within four years.
- Requires the ability to diagnose a full range of problems associated with diesel generator operation and safety.
- Ability to read and interpret blueprints at a basic level.
- Must have basic computer skills, including use of Microsoft's Word, Excel, and Outlook programs.
- Requires the ability to plan, prioritize, and assign work to meet schedules and timelines.
- Requires the ability to use common mechanics tools to operate equipment to perform maintenance and repair tasks.
- Requires the ability to read technical manuals and schematics and write such sufficiently to perform the duties of this classification.
- Requires the ability to estimate the scope of work assignments in terms of labor and materials and secure necessary tools and materials to complete assignments.
- Requires the ability to assign and perform a variety of maintenance and repair activities simultaneously.
- Must be able to observe general safety procedures.
- Requires the ability to obtain and maintain applicable certifications.
- Requires the ability to communicate effectively and work as a contributing team member and work productively and cooperatively external customers, contractors, and other employees of the organization.
- Requires knowledge of electrical power generation and the ability learn to manage power loads across multiple diesel generators.
- Requires ability to troubleshoot and maintain the diesel engine of the generator.
- Requires ability to troubleshoot and maintain the generator end of generator.

Physical Abilities

- Ability to operate hand-held equipment and to perform active, physically demanding duties.
- Requires ambulatory ability and strength to maintain cardiovascular fitness to engage in strenuous physical labor such as lifting and carrying materials up to 75 pounds on a frequent basis, to reach from awkward positions using hand-eye coordination to insert parts, and to climb and balance.
- Requires near and far visual acuity to drive, to read and write, to read detailed schematics, and to perform repair work.
- Requires enough hearing and speech ability to hear sound prompts and vehicle sounds, and to carry on conversations in person and over the phone.
- Frequently required to stand, walk, use hands to handle, or feel objects, tools, or controls, climb or balance, talk or hear, sit, stoop, kneel, crouch or crawl.

Education and Experience

- High school diploma or GED plus two (2) years technical training in diesel generator maintenance and mechanical repair.
- Two (2) years of progressively responsible experience in the maintenance, repair, and overhaul of diesel generators. Knowledge of EMD diesel engines is preferred.
- The ability to clearly read, write, and speak English.
- Sufficient skills necessary to operate related equipment effectively, safely, and responsibly.
- A combination of training, education, and experience, which demonstrates an ability to perform the duties of the position, will be considered.

Licenses and Certificates

- Must have a valid Alaska Driver's License, or the ability to obtain one within 6 months.
- Must have a valid First Aid/CPR card or be able to obtain one within 6 months of initial employment.
- Must have a valid State of Alaska CDL, or the ability to obtain one within 6 months which must be maintained by the employee through employment.

Working Conditions

- Will sometimes be required to work irregular hours.
- Work is performed indoors and outdoors where significant safety considerations exist from physical labor, moving equipment, and temperature and noise extremes. Will frequently work in outside weather conditions and will regularly be exposed to extreme cold. The employee is occasionally exposed to wet and/or humid conditions, fumes, airborne particles, toxic or caustic chemicals, extreme heat and the risk of electrical shock.
- The noise level in the work environment is moderated noisy.

This job/class description describes the general nature of the work performed, representative duties as well as the typical qualifications needed for acceptable performance. It is not intended to be a complete list of all responsibilities, duties, work steps, and skills required of the job.

CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	October 22, 2019
	<u>Agenda Section</u>	13

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

SUBMITTED BY:

Carol Rushmore, Economic Development
Director

FISCAL NOTE:

Expenditure Required: N/A

FY 19: \$	FY 20:	FY21: \$
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Amount Budgeted:

	FY19 \$0
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Account Number(s):

	N/A
--	-----

Account Name(s):

	N/A
--	-----

Unencumbered Balance(s) (prior to expenditure):

	\$XXX
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Reviews/Approvals/Recommendations

<input checked="" type="checkbox"/>	Planning & Zoning
Name(s)	
Name(s)	
<input type="checkbox"/>	Attorney
<input type="checkbox"/>	Insurance

ATTACHMENTS: 1. Recommendation from Planning and Zoning 2. Aerials/maps 3. Appraisal dated 10-11-19 4. March 2019 memo regarding development options

RECOMMENDATION MOTION:

Move to Approve Disposition and Development Plan for Borough-Owned Property Lot Y2, Tract Y, USS 2321 (Former Junkyard Property at 4.5 Mile Zimovia Highway) .

SUMMARY STATEMENT:

The former junkyard site has been cleaned to residential standards and the Alaska Department of Environmental Conservation issued a closure decision in April 2019. The document is included within the attached appraisal of the property.

The Planning and Zoning Commission has reviewed the zoning for the property and potential subdivision options. The property is currently zoned Light Industrial but the surrounding uses are Rural Residential. Two adjacent land owners have requested (for at least two years) to purchase that portion of the former junkyard property directly behind their lots. In June of 2019, the Commission made a recommendation to rezone the property from the current Light Industrial zoning designation to Rural Residential 1 (RR1) and recommended to the Assembly to sell those portions of the cleaned lot behind Mr. Molinek and Mr. Byford to those property owners respectively - with the condition that the newly created lots are combined into the existing private lots creating a single lot for each landowner.

The minimum square foot requirement within the RR1 district for property with City sewer and water is 10,000 square feet. One and two family dwellings are permitted within the Rural Residential 1 district. Per WMC 19.30.020 Flag Lot Subdivisions are restricted to a maximum of four lots where city water and sewer is available, only three of which may be back lots without right-of-way frontage that must be accessed by an easement no less than 30 feet in width, with a 20-foot driving surface.

Administration has further reviewed the site and propose the following development plan:

- 1) Rezone the property to Rural Residential 1.
- 2) Sell that portion of the property behind Molinek and Byford to them for the cost of the survey, appraisal, and appraised value of the land.
- 3) Subdivide the property such that the area behind Molinek and Byford will be included into their existing lots with a portion of the survey costs to be borne by them. Each owner would purchase approximately 15,000 square feet of land.
- 4) Sell the remaining approximately 86,000 square feet of land as one parcel with development requirements:
 - a. Purchaser will be required to subdivide the property further into a minimum of three (3) lots and maximum of four (4) lots.
 - b. Purchaser will need to provide plan for easement and recording a homeowners' association type document for maintenance of access and utilities.
 - c. Purchaser will be required to develop all lots within 3 years of date of purchase.
 - d. Purchaser will be responsible for installation of the access road, water, sewer, and electrical.

Next Actions:

1. Planning and Zoning Commission will begin public hearing requirements for the proposed zone change.
2. A quote for a subdivision of the property, including combining portions of the lot into the adjacent landowners' existing lots has been requested and should be available next week.
3. Survey of property will be conducted.
4. Assembly approval of a resolution authorizing the sale of the property as outlined in the plan.
5. Bid development documents can be prepared for posting once rezoning and survey is completed.

There is currently no fiscal note as the cost of the survey is not yet known. The appraisal is expected to cost about \$750.

Aerial from Google Earth 10-2019



City and Borough of Wrangell, Alaska

Date: July 3, 2019

To: Lisa Von Barga, Borough Manager

From: Carol Rushmore, Economic Development Director

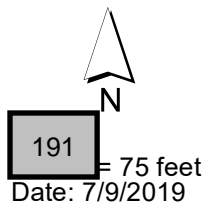
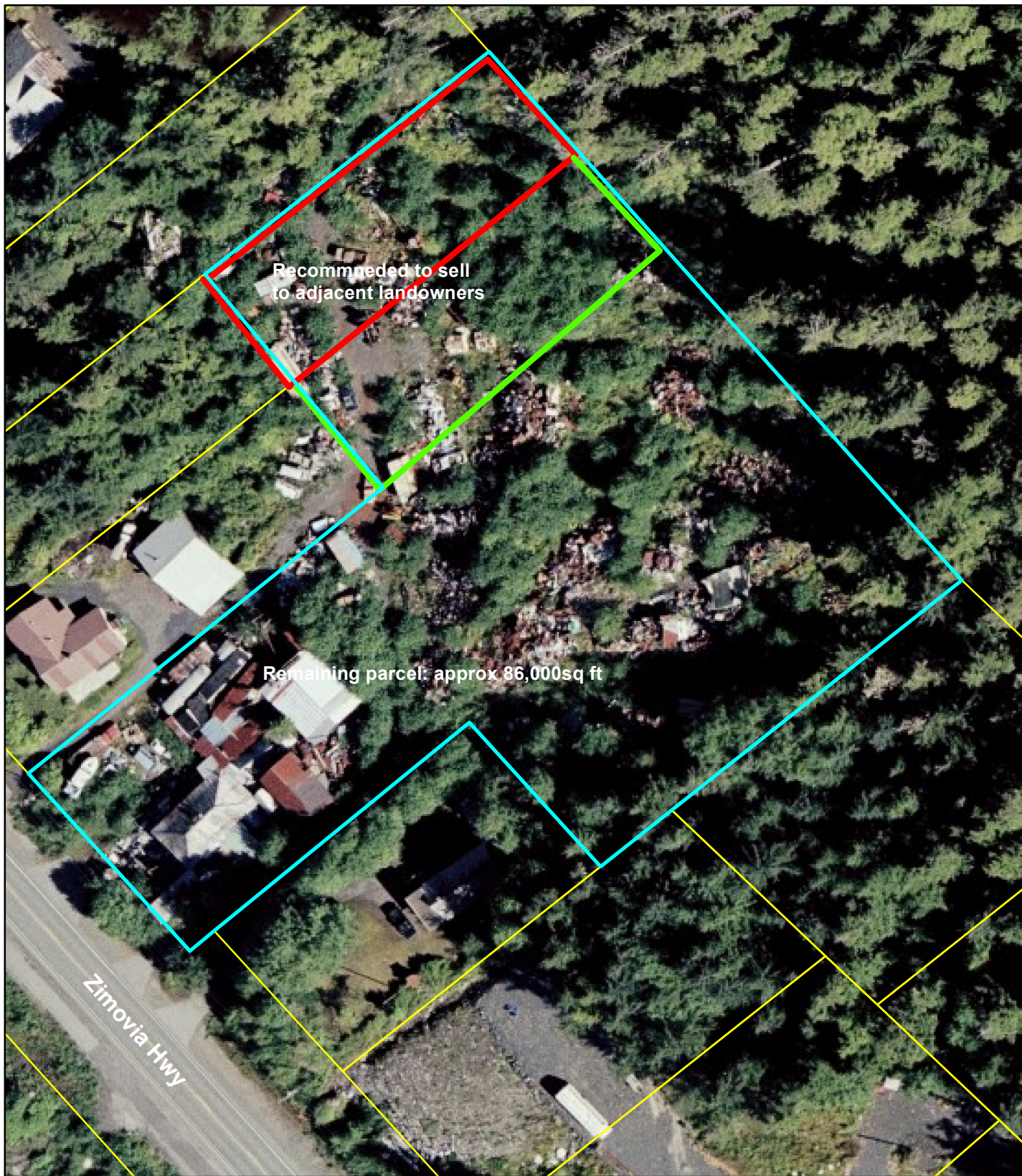
Re: Former Junk Yard Site

The Planning and Zoning Commission at their meeting in June moved to recommend to the Assembly the following regarding the former junkyard property:

- 1) Moved to recommend to sell that portion of the junkyard property behind two adjacent landowners (Molinek and Byford) as they have requested interest in purchasing the property for several years. Note: Molinek and Byford properties, are zoned Light Industrial while their use is Residential. Mr. Byford has indicated he wants his property to remain Light Industrial because of the shop building he has located behind his residence. The Commission indicated the parcels would need to be joined with the existing privately owned parcels along Zimovia Highway rather than requiring a City access to the back lots be provided through the former junk yard site.
- 2) Moved to recommend to rezone the lot to Rural Residential and sell for residential development. Note: They did not discuss their preferred option regarding potential subdivision of the remaining portion of the property.

CITY AND BOROUGH OF WRANGELL, ALASKA

Item f.



Public Map



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

City and Borough of Wrangell, Alaska

Date: October 15, 2019

To: Lisa Von Barga, Borough Manager

From: Carol Rushmore, Economic Development Director

Re: Appraisal for Tract Y, 4 Mile Zimovia Highway, formerly the junkyard.

Staff has reviewed the Appraisal prepared for the former junkyard property and offer the following comments regarding the report. After discussions with Mike Renfro of Appraisal Company of Alaska, the appraisal provided is based on Staff recommendation to rezone the property from Light Industrial, the land's current zoning designation, to Rural Residential 1 which is what the surrounding land uses reflect. He also analyzed Staff's recommendation to sell the portion of the cleaned parcel behind Molinek and Byford to them directly and has provided the appropriate square footage costs. Final cost to buyers is dependent on plan approval by the Assembly of Staff recommendation and a survey to determine actual square footages. Should the Assembly approve something different than Staff's recommendation, the Appraisal would need to be updated.

A quote for a survey of the property based on Staff's development plan recommendation should be available early next week. The quote will include a subdivision of the property, combining the land area behind Molinek and Byford with their existing properties and creating one large lot owned by the Borough. Should the Assembly approve something different than Staff's recommendation, the Survey quote would need to be updated.

A RESTRICTED USE APPRAISAL OF
TRACT Y2 OF TRACT Y, U.S. SURVEY 2321
WRANGELL, ALASKA

FOR
CAROL RUSHMORE
ECONOMIC DEVELOPMENT DIRECTOR
CITY AND BOROUGH OF WRANGELL
P. O. BOX 531
WRANGELL, ALASKA 99929

VALUATION DATE
OCTOBER 9, 2019

FILE 19-3407

BY
MICHAEL C. RENFRO

APPRAISAL COMPANY OF ALASKA, LLC
341 W. TUDOR ROAD SUITE 202
ANCHORAGE, ALASKA 99503

October 9, 2019

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

Re: Tract Y2 of Tract Y U.S. Survey 2321
Wrangell, Alaska

Dear Ms. Rushmore:

As requested, I have prepared a Restricted Use Appraisal Report on the fair market value of the above referenced site as if vacant. The appraisal date is October 9, 2019. The purpose of the report is to determine the fair market value to establish a minimum bid value for sale purposes. A description and valuation follows.

As a result of the investigation and analysis, subject to the assumptions and limiting conditions, it is my opinion the market value of the property as of October 9, 2019 is: 29,250 +/- sq. ft. without utilities above adjoining lots to the north

\$41,000 +/- or \$1.40 +/- sq. ft.

remaining 85,411 +/- sq. ft.

\$163,200 +/- or \$1.91 per sq.ft.

This Restricted Use Report is intended to meet the current Uniform Standards of Professional Appraisal Practice as formulated by the Appraisal Foundation, and conform to the Appraisal Standards for Federally Related Transactions adopted by the Office of the Comptroller of the Currency (OCC).

A description of the site and the analysis which lead to the fair market value conclusion follows. A complete description of the comparable data is included in a separate report which is retained in the appraiser's work file.

If you have any questions regarding this Restricted Use Appraisal Report please do not hesitate to call me.

Sincerely,

APPRAISAL COMPANY OF ALASKA



Michael C. Renfro





19-3407



RESTRICTED USE APPRAISAL

This is a Restricted Use Appraisal Report. As such, it presents only a Restricted Use discussion of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning and analyses is retained in the appraiser's work file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated below. The appraiser is not responsible for unauthorized use of this report.

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

APPRAISER: Michael C. Renfro, Owner
Appraisal Company of Alaska
341 W Tudor Rd. Suite 202
Anchorage, Alaska 99503

SUBJECT: Fee Simple Estate
Land Only – 2.63 acres +/- divided into two parcels
.67 acres without highway access and utilities
1.96 acres with highway access and utilities
Wrangell, Alaska 99929

OWNER: City and Borough of Wrangell

PURPOSE OF THE APPRAISAL: The purpose of this appraisal is to estimate the fair market value of the subject property. **Market value** is defined by the federal financial institutions regulatory agencies as follows:

"The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in the definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:



- (1) buyer and seller are typically motivated;
- (2) both parties are well informed or well advised, and acting in what they consider their own best interests;
- (3) a reasonable time is allowed for exposure in the open market;
- (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

INTENDED USE OF REPORT:

This appraisal is intended to assist the client in determining the subject's market value for setting a minimum bid price for sale.

INTEREST VALUED: Fee Simple estate which is defined as "Absolute ownership unencumbered by any other interest or estate; subject only to the limitations of eminent domain, escheat, police power, and taxation."

EFFECTIVE DATE OF VALUE: October 9, 2019

DATE OF REPORT: October 9, 2019

SALES HISTORY: No sales of the subject property have occurred within the past three years.

APPRAISAL DEVELOPMENT AND REPORTING PROCESS: In preparing this appraisal, the appraiser:

- Inspected the subject property prior to October 9, 2019
- Reviewed available records.
- Applied the market approach to arrive at an indication of value.

The appraiser believes the primary approach to value is the sales comparison approach. The appraisal process therefore involved no departures from Standards Rule 1-4(b) i,ii,iv,v and vi.



CITY AND BOROUGH OF WRANGELL, ALASKA



1 inch = 75 feet
Date: 7/9/2019

Public Map



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

19-3407



This Restricted Use Appraisal Report is a brief recapitulation of the available data, analyses and conclusions.

SUMMARY OF PROPERTY APPRAISED: The property that is the subject of this report is situated east of the Zimovia Highway about 3 miles from downtown Wrangell. The area surrounding the subject is residential development.

Legal Description: Tract Y2 of Tract Y U.S. Survey 2321
Wrangell, Alaska.

Address: NHN Zimovia Highway, Wrangell, Alaska.

Land: The reader is referred to the Plat Map on the previous page. The subject lot is irregular in shape with an area of 2.63 +/- acres. The topography is sloping, cleared and filled, undeveloped land.

Utilities: All utilities are available from the Zimovia Highway

Improvements: No improvements are included in this report. This site is vacant and free of contaminants. See attached DEC report.

Environmental Condition: No warranties as to environmental issues have been addressed by the appraiser. A visual inspection showed no evidence of contamination. If this is a concern of the seller or purchaser, it should be inspected by a qualified inspector. (See DEC Report).

Zoning: The subject is zoned RR-1 District, Rural Residential which allows for single and two family development on 10,000 sq. ft. lots with water and sewer.

HIGHEST AND BEST USE: In common appraisal practice, the concept of highest and best use represents the premise upon which the value estimated is based.

As if vacant the subject's highest and best use would be for development consistent with the current zoning requirements. Single family and two family residential development.



Land Value: There have been limited sales of similar undeveloped lots. The sales provided are considered to be representative of the market for undeveloped land.

COMPARABLE LAND SALES

NO.	Legal	Date	Sale Price	Area/SF	Price/SF	Remarks
1	Lot 10 Block 2 City S/D	10/07	\$30,000	8,083	\$3.71	Smaller residential lot similar Utilities
2	Lot 19F USS 2900	9/06	\$50,000	15,530	\$3.22	Residential lot with utilities
3	Lot 1 Block 5 Wrangell Island West	6/16	\$38,502	183,692	\$.46	Residential site at 12.5 mile Zimovia Hwy, undeveloped without water/sewer
4	Lot A Etolin Ave Replat	4/19	38,278	14,983	\$2.55	Residential site no fill with utilities
5	Lot C Etolin Ave Replat	4/19	32,400	14,326	\$1.68	Residential site no fill with utilities



Analysis of Comparable Land Sales:

Time: With a limited amount of sales it is difficult to obtain paired sales for analysis to arrive at the adjustments needed to bring the available sales into conformity with the subject. However, in general, values are increasing in Wrangell. The CPI indicates an increase around 2% per year, other lease transactions are close to 1% per year. Due to the limited data a time adjustment of 1% per year is utilized.

Terms:

None of the sales used in the analysis is believed to require consideration for special financing or other sale conditions.

Size

Smaller parcels tend to sell for more per unit of comparison than larger parcels, all other factors being equal. In relation to the subject comparable No. 1 is smaller and requires a downward adjustment, parcel 3 is larger and adjusted upwards.

Location and Access:

Location and access is somewhat subjective on the part of the appraiser in relation to the comparable data utilized. However, analysis of other sales contained in our separate report on the A Restricted Use of Wrangell sales and lease transactions indicates that location and access can account for up to 20% difference between superior and inferior location. The subject's location and access is felt to be superior to comparable 3 which is adjusted upward.

Utilities:

Comparable 3 does not have water and sewer available and is adjusted upward.

Topography and View:

Again topography and view are somewhat subjective on the part of the appraiser. All of the comparables are considered to have similar topography and views.



Adjustment Grid: The following grid shows the estimated adjustment for each sale, bringing it into conformity with the subject:

Sale No.	#1	#2	#3	#4	#5
Price/SF	\$3.71	\$3.22	\$.46	\$2.55	\$1.68
Time	+12	+13	+3	0	0
Net After Time	\$4.16	\$3.64	\$.47	\$2.55	\$1.68
Terms	0	0	0	0	0
Size	-20%	0	+20%	0	0
Location/Access	0	0	+30%	0	0
Utilities	0	0	+10%	0	0
Topography	0	0	0	0	0
Net Adjustment	-20%	0	+60%	0	0
Indicated Value/Acre	\$3.33	\$3.64	\$.75	\$2.55	\$1.68

Conclusion:

After adjustments for property differences, the available transactions indicate a range of value for a typical filled lot is \$3.50 per square foot. For a filled lot without utilities the estimated value is \$1.40 per square foot.

Considering the two lots located off of Zimovia Highway to be combined with the adjoining lots a value of \$20,500 +/- each is considered fair market value or \$1.40 per square foot,

The remaining 85,441+/- square foot could be subdivided into 4 lots. One on the Zimovia Highway, three to the rear with an access road on the north side of the lot fronting Zimovia Highway.



Allocating 7500 sq.ft. for access to the rear lots leaves 77,941 sq.ft. or 19,485+/- sq.ft. per lot, .or \$68,000 per lot developed with access and all the utilities to each lot.

Gross Sales Price (4 lots)	\$272,000+/-
Less:	
All development and holding certs.	<u>108,800</u>
Vacant land value:	\$163,200
\$163,200/85,441 sq.ft.	= \$1.91 +/- per sq.ft.



ASSUMPTIONS AND LIMITING CONDITIONS:

1. As agreed upon with the client prior to the preparation of this appraisal, this is a Limited Appraisal because it invokes the Departure Provision of the Uniform Standards of Professional Appraisal Practice. As such, information pertinent to the valuation has not been considered and/or the full valuation process has not been applied. Depending on the type and degree of limitations, the reliability of the value conclusion provided herein may be reduced.
2. This is a Restricted Use appraisal report which is intended to comply with the reporting requirements set forth under Standard Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a A Restricted Use Appraisal Report. As such, it might not include full discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report.
3. No responsibility is assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report.
4. The property is appraised free and clear of any or all liens and encumbrances unless otherwise stated in this report.
5. Responsible ownership and competent property management are assumed unless otherwise stated in this report.
6. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
7. All engineering is assumed to be correct. Any maps, sketches, plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
8. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.



9. It is assumed that there is full compliance with all applicable federal, state, and local regulations and laws unless otherwise stated in this report.
10. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there are no encroachments or trespass unless otherwise stated in this report.
11. The valuation assumes the appraised property (site and improvements) is free and clear of hazardous contaminants, unless specifically noted. If the appraised property is suspected of contamination, then the client is urged to retain an engineers report. The appraiser(s) reserve the right to review value conclusions if documentation, including cost-to-cure estimates, is provided.
12. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event, only with proper written qualification and only in its entirety.
13. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news sales, or other media without prior written consent and approval of the appraiser.

CERTIFICATION

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

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and is my personal, unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report and I have no personal interest or bias with respect to the parties involved.
4. My compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.
5. This appraisal was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
6. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
7. I made a personal inspection of the property that is the subject of this report.
8. No one provided significant professional assistance to the person signing this report.
9. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.
10. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.



Michael C. Renfro



THE STATE
of **ALASKA**
GOVERNOR MICHAEL J. DUNLEAVY

**Department of
Environmental Conservation**
DIVISION OF SPILL PREVENTION AND RESPONSE
Contaminated Sites Program

P.O. Box 111800
Juneau, AK 99811-1800
Phone: 907-465-5390
Fax: 907-465-5218
www.dec.alaska.gov

File no: 1529.38.006

April 19, 2019

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

Re: Decision Document: Wrangell Junkyard
Cleanup Complete Determination

Dear Lisa:

The Alaska Department of Environmental Conservation, Contaminated Sites Program (DEC) has completed a review of the environmental records associated with the Wrangell Junkyard, located at mile 4 Zimovia Highway in Wrangell. Based on the information provided to date, the department has determined that the contaminant concentrations remaining on site do not pose an unacceptable risk to human health or the environment and no further remedial action will be required unless new information becomes available that indicates residual contaminants may pose an unacceptable risk.

This Cleanup Complete determination is based on the administrative record for the Wrangell Junkyard, which is located in the DEC office in Juneau, Alaska. This decision letter summarizes the site history, cleanup actions and levels, and standard site closure conditions that apply.

Site Name and Location:

Wrangell Junkyard
4 Mile Zimovia Highway
Wrangell, Alaska

Name and Mailing Address of Contact Party:

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

DEC Site Identifiers:

File No.: 1529.38.006
Hazard ID.: 3295

Regulatory Authority for Determination:

18 AAC 75

Ms. Lisa Von Bargen, Borough Manager

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April 19, 2019

Site Description and Background

The 2.51-acre Wrangell Junkyard contaminated site is located on a west facing hillside in a residential area approximately four miles south of Wrangell on Zimovia Highway. The property is zoned residential and is bordered by residential parcels to the north and south; Mental Health Land Trust (MHLT) property on the upper eastern boundary, and slopes down to Zimovia Highway toward Zimovia Strait to the west, approximately 150 feet west of the Site (see aerial image below). Upgradient of the site, on MHLT land, forested wetlands are present, with extensive bogs and ponds. Surface water drainages carry water from the MHLT parcel along the north and south sides of the property. The site is underlain by a shallow clay/till layer that is present at depths of three to five feet throughout the site. Productive groundwater is reported present at the site at a depth of 15 feet within a clay/silt layer based on historic information about the nearest well. This well was located on the Byford residence immediately to the north, but has been out of service since at least 2002. No wells in the vicinity were in service as of the early 2000s.

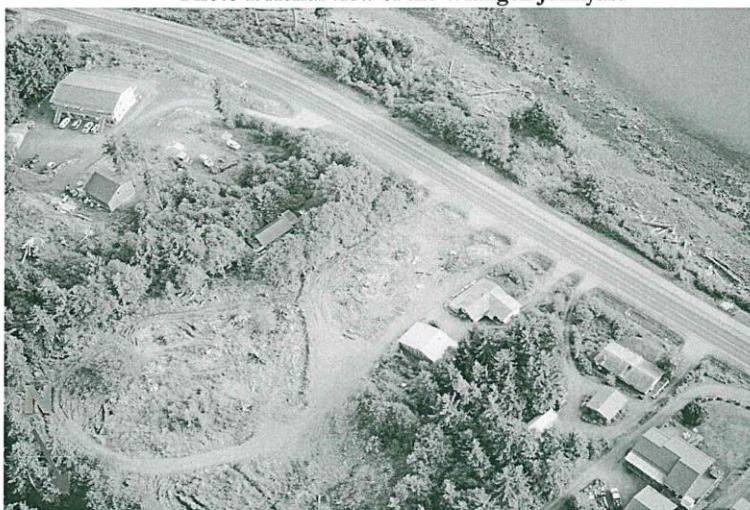
Photo 1: Aerial view of the Wrangell Junkyard

Photo credit: City and Borough of Wrangell

The Wrangell Junkyard was operated as Byford Salvage from the early 1960s to the mid-1990s by Virgil Byford. The facility accepted drums of various oils, lubricants and other wastes; polychlorinated biphenyl (PCB) transformers, tires, batteries, boats, and miscellaneous scrap metal. In addition, the owner operated a foundry in one of the two main shop buildings and also salvaged approximately 1,500 automobiles at the site. By the late 1990s, Byford was deceased and the property had transferred to a new owner, Mr. Curtis Gibb, who shipped out the marketable metal for salvage for a short period of time before abandoning the property and leaving the state. No effort was made by either owner/operator to properly store and contain wastes. A large volume of lead acid batteries were stockpiled, crushed, and in some cases partially burned on the property. All materials including potentially hazardous wastes were poorly contained and allowed to be crushed, to leak, and to spill on the property, which drains toward Zimovia Strait. Following a DEC site inspection in 1999, the department initiated steps to conduct a preliminary assessment at the site.

19-3407



Ms. Lisa Von Barga, Borough Manager

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Contaminants of Concern and Cleanup Levels

The highest concentrations of contaminants identified at the site over the course of three investigations are identified in the table below, compared with approved cleanup levels. The contaminants listed are established as the Contaminants of Concern for the site.

Wrangell receives an estimated 83 inches of precipitation annually. The cleanup levels approved for the site are the most restrictive of the migration to groundwater pathway or human health pathway for the method two, >40" precipitation climate zone at 18 AAC 35.341; the Table C Groundwater Cleanup levels under 18 AAC 75.345; and NOAA SQuIRT sediment criteria in accordance with 18 AAC 75.340(i) and 18 AAC 75.345(e).

Table 1: Contaminants of Concern, Site Concentrations, and Cleanup Levels

Contaminant	Location	Media	Concentration	Cleanup Level	Units (Source)
Antimony	subsurface	soil	2460	4.6	mg/kg (method 2)
Aroclor 1242 (PCB)	surface Area 6	soil	140	1	mg/kg (method 2)
Aroclor 1254 (PCB)	surface	soil	4	1	mg/kg (method 2)
Arsenic	subsurface	soil	314	0.2	mg/kg (method 2)
Benzo(a)pyrene	drum cache	soil	14	0.17	mg/kg (method 2)
Benzo(b)fluoranthene	drum cache	soil	19	1.7	mg/kg (method 2)
Bis(2-ethylhexyl)phthalate	surface	soil	690	88	mg/kg (method 2)
Cadmium	surface	soil	11.1	9.1	mg/kg (method 2)
Chromium (total)	subsurface	soil	4950	1 X 10 ⁵	mg/kg (method 2)
Chromium (total)	Zimovia	sediment	61	15.9	mg/kg (NOAA SQuIRT)
Copper	subsurface	soil	24900	370	mg/kg (method 2)
Copper	Zimovia	sediment	19	18.7	mg/kg (NOAA SQuIRT)
Dibenzo(a,h)anthracene	drum cache	soil	4.6	0.17	mg/kg (method 2)
Dibenzo(a,h)anthracene	drainage	surface water	0.95	0.25	ug/l (Table C)
Diesel Range Organics	drum cache	soil	40,000	230	mg/kg (method 2)
Lead	drainage	surface water	719	15	ug/l (Table C)
Lead	subsurface	soil	155000	400	mg/kg (method 2)
Lead	Zimovia	sediment	1200	30.24	mg/kg (NOAA SQuIRT)
Mercury	drum cache	soil	4.2	0.36	mg/kg (method 2)
Naphthalene	surface	soil	0.19	0.038	mg/kg (method 2)
Nickel	Zimovia	sediment	35	15.9	mg/kg (NOAA SQuIRT)
Pentachlorophenol	surface	soil	0.71	0.0043	mg/kg (method 2)
Silver	subsurface	soil	247	11	mg/kg (method 2)
Thallium	subsurface	soil	6.8	0.19	mg/kg (method 2)
Zinc	subsurface	soil	8850	4900	mg/kg (method 2)

Characterization and Cleanup Activities2000 CERCLA Preliminary Assessment

In 2000, the DEC attempted to reach then-owner Curtis Gibb to gain access to the site, but the owner, having moved out of state, was not responsive. DEC contracted with Ecology and Environment to conduct a Preliminary Site Assessment under the requirements of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). In 2001, the final Preliminary Assessment report was submitted documenting the results of 18 soil and sediment samples collected for a variety of

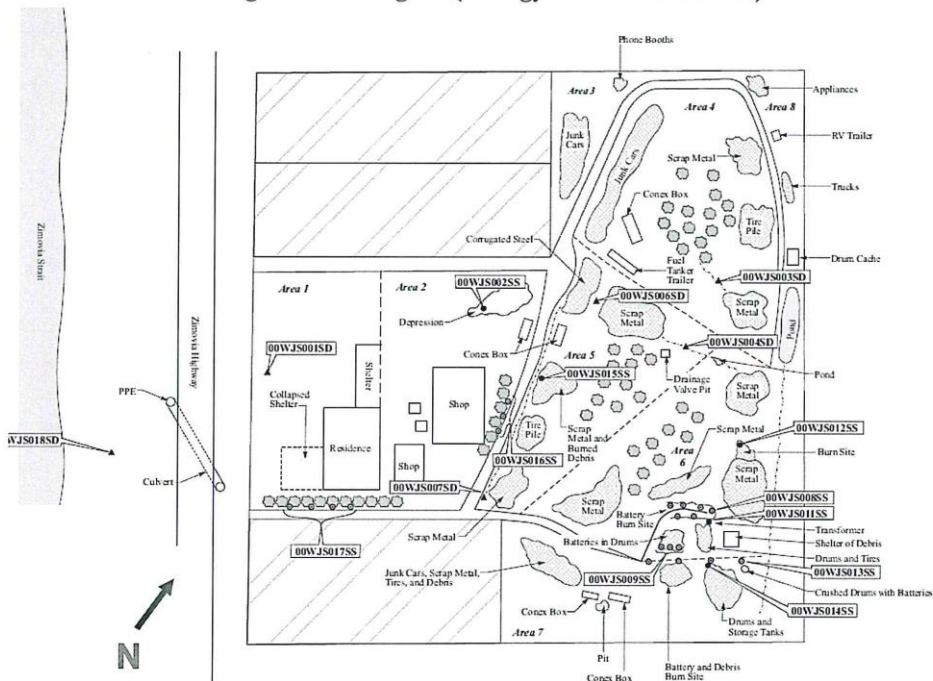


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analyses. Contamination was reported above DEC cleanup levels for semi-volatile organic compounds (SVOCs), PCBs, and several heavy metals, particularly lead, which was found as high as 120,000 mg/kg. The PCB Aroclor 1242 was found at a concentration of 140 mg/kg in a battery burn site called Area 6. A concentration of 1200 mg/kg lead was found in Zimovia beach sediments downgradient of the site. Significant concentrations of lead in soil found throughout the site were determined the result of large amounts of crushed batteries and poor handling practices over decades of salvage operations. No water samples were collected. Figure 1, taken from the report provides a diagram of the site, with sample locations and areas of concern.

Figure 1: Site Diagram (Ecology & Environment 2000)



2002 Site Characterization and Removal Cost Estimate

In 2002, Ecology & Environment conducted a follow-up site characterization and removal estimate for DEC, documented in a report titled, *Wrangell Junkyard Site Characterization and Removal Cost Estimate*. Extensive debris, scrap metal and other solid waste impeded a complete site characterization during this effort. Sixty-four surface samples and 11 subsurface samples were collected. No operating drinking water wells were identified within 1/8 mile of the site. Intertidal groundwater was sampled from a temporary wellpoint installed near Zimovia Strait.

Lead concentrations in soil exceeding the DEC cleanup level of 400 mg/kg were measured in 43 of 65 sample locations, with concentrations as high as 98,500 mg/kg, although only two subsurface samples, had concentrations above the 400 mg/kg cleanup level. Concentrations of lead in the downgradient



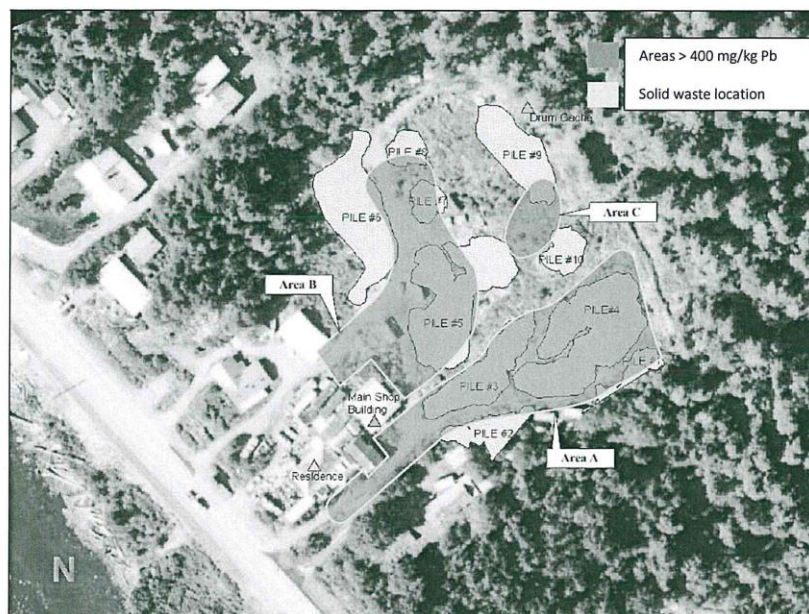
Ms. Lisa Von Bargen, Borough Manager

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wellpoint were non-detect for the filtered sample. The total volume of soil contaminated with lead was estimated at 3,490 cubic yards. See Figure 2.

Figure 2: Site Diagram of the Wrangell Junkyard, denoting contaminated areas (Ecology & Environment, June 2002)



The second owner, Curtis Gibb, abandoned the property sometime around 2000 and moved to the lower '48. After an accumulation of unpaid property taxes, the parcel was foreclosed by the City of Wrangell in approximately 2009. Mr. Gibb could not be located and later research showed he passed away in 2015.

2014-15 EPA Targeted Brownfields Assessment

Upon assuming possession of the property, the City, which lacked the funding to carry out the necessary environmental work, collaborated with DEC to obtain the services of EPA's Targeted Brownfields Assessment program. However, due to the large volume of debris on the site, EPA could not proceed with the work until the property was cleared. Over the next several years, the City worked to clear metal debris from the site. Finally in 2014, the site was sufficiently cleared for EPA to conduct a more comprehensive assessment and estimate of the volume of contaminated soil present at the site. Results of this effort were documented in the report, *Wrangell Junkyard Targeted Brownfields Assessment*, dated July 2015. Samples were analyzed for 21 metals, diesel and residual range organics, dioxins, PCBs, and semi-volatile compounds. Large areas of soil across the site were found to be saturated with lead contamination, and contamination from other metals, petroleum, and semi-volatile organic compounds was also present. In addition, elevated concentrations of heavy metals were documented in sediments in the intertidal area across the highway from the site. The volume of soil contaminated with lead, the primary contaminant of concern, was estimated by EPA at 4,000 cubic yards. The highest

Ms. Lisa Von Bargen, Borough Manager

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April 19, 2019

concentrations found at the site that exceeded approved cleanup levels are documented in Table 1 above.

Following the results of the 2014-15 work by EPA, the agency initiated the process to conduct an emergency removal action. In 2015, the EPA Region 10 Emergency Removal Program, (ERP), invoked its CERCLA authority and began preparing a Comprehensive Time Critical Removal Action (TCRA) to implement removal of contaminated soil from the Wrangell Junkyard that exhibited concentrations exceeding the Resource Conservation and Recovery Act (RCRA) thresholds for hazardous materials requiring remedial disposal at a RCRA approved facility. The EPA ERP and its contractors met with DEC and the City in Wrangell in July 2015.

However, EPA's ERP was unable to secure year-end funding to implement the TCRA. To mitigate the risk of contaminant migration off-site, DEC proceeded to take immediate steps using the emergency account of the Oil & Hazardous Response Fund to initiate cleanup work. The department's objective was to complete cleanup of hazardous liquid and solid debris and contaminated soil to residential land use cleanup standards with minimal site restoration. The proposed work included excavation, shipment, and disposal of contaminated soil, sediments, and wastes present at the site. Upon approval to access the emergency account, the department proceeded to issue a term contract to NRC Alaska to carry out the cleanup, which included stabilizing all lead contaminated soil with a phosphate-based product called EcoBond. When applied to the soil, it renders the lead non-leachable, and changes the waste characteristic from hazardous to polluted, non-hazardous material.

2016 Removal Action

The excavation and cleanup took place in 2016. Nearly the entire 2.51-acre site was saturated with lead down to the underlying clay/silt layer. In addition, batteries, drums, tires, automotive parts, construction materials, and other solid wastes buried at the site were removed, disposed of locally, or shipped out. A total of 22 drums and 57 containers of contaminated debris were shipped to permitted facilities in the lower 48. Lead contaminated soil was found to be significantly more extensive than previously estimated. Contamination extended onto adjacent residential properties, to the east and upgradient onto MHLT Land, and to the west into the DOT right-of-way. Cleanup was not conducted in the intertidal sediments, in order to allow this area to undergo natural recovery.

Upon completion of the cleanup, the total volume of lead contaminated soil treated with Ecobond was approximately 18,350 cubic yards. This included 300 cubic yards from the MHLT parcel and 620 cubic yards from the two neighboring residential properties. The treated soil was stockpiled on site. Results of the cleanup effort were documented in the September 30, 2016 cleanup report from NRC titled, *Remedial Action Report Wrangell Junkyard*, approved by DEC on December 21, 2016.

Confirmation samples for total lead were collected throughout the excavation base (268 samples) and sidewalls (46 samples) based on field screening with an x-ray fluorescence detector (XRF). Results for all the samples met the DEC cleanup level of 400 mg/kg for total lead. In addition, samples were collected for benzene, toluene, ethylbenzene, and xylenes (BTEX), diesel range organics (DRO), residual range organics (RRO), PCBs, and RCRA-8 metals. Polycyclic aromatic hydrocarbons (PAHs) were not included because results during characterization at the start of the project were below cleanup levels.

All confirmation sampling results met applicable cleanup levels, with the exception of benzene, which exceeded the 0.022 mg/kg cleanup level for migration to groundwater with a result of 0.0594 mg/kg in



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one sample at the site. The same sample had a 0.0314 mg/kg detection for toluene, and was non-detect for DRO, RRO, ethylbenzene and total xylenes.

Following the confirmation sampling, each area of the excavation was backfilled with clean material from an offsite quarry. Simultaneously, the stockpile for the treated material was constructed on the closed out areas of the site. Following completion of the cleanup, backfilling and removal of equipment and staging areas, the site was graded and contoured around the stockpile. The post cleanup site conditions are shown below.

Photo 2: Drone aerial of site following 2016 cleanup



Image courtesy of NRC Alaska

2018 Stockpile Sampling

In March of 2018, soil and pore water within the stockpile were sampled for total RCRA 8 and Toxicity Characteristic Leaching Procedure (TCLP) metals, DRO, RRO, volatile organic compounds (VOCs), and PAHs in support of one of the proposed disposal alternatives. Soil sample results from the waste showing exceedances of applicable cleanup levels included: Total lead at a maximum of 6,250 mg/kg; cadmium at 3.22 mg/kg; total chromium at 191 mg/kg; DRO at 313 mg/kg; naphthalene at 2.65 mg/kg; benzo(a)anthracene at 0.424 mg/kg; and benzo(a)pyrene at 0.382 mg/kg. All other analytes were below the cleanup levels.

2018 Shipping and Disposal Effort

The 18,350 cubic yards were stockpiled onsite from 2016 to 2018, during which time DEC worked with EPA, contractors, the City and Borough of Wrangell, the Wrangell Cooperative Association, community members, the Department of Natural Resources, and the U.S. Forest Service on options for economically disposing of the volume of lead polluted soil. In late May 2018, DEC issued a contract with NRC Alaska to ship all the treated lead soil to a permitted solid waste facility in Oregon.

Beginning June 2, 2018, DEC contractors mobilized to Wrangell to initiate transport and disposal of the stabilized, lead-contaminated soil from the former junkyard site to Columbia Ridge Landfill in Arlington, Oregon. The work consisted of loading the material into heavy-duty, reinforced sacks called Flexible Intermodal Bulk Containers (FIBCs) each with an approximate capacity of 8 cubic yards. The FIBCs were transported along the Wrangell road system to the former Silver Bay Logging sawmill



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facility located about two miles southeast of the junkyard site where they were staged for barge transport south.

By October of 2018, NRC had completed transport and disposal of 26,912 tons of soil, stockpile liners, and investigation derived waste. These wastes were loaded at the site into 2,482 FIBCs and 80, 20" open top shipping containers, then transported to the Silver Bay facility where they were loaded onto a series of four barges and shipped south to a disposal facility in Arlington, Oregon.

Post-stockpile verification sampling was conducted to ensure no lead contaminated soil above cleanup levels remained onsite. Eighteen samples were collected, of which 10 were analyzed for total lead based on XRF screening, and 10 were analyzed for DRO and RRO based on photoionization detector (PID) field screening. Total lead concentrations ranged from 2.65 mg/kg to 13.9 mg/kg. DRO and RRO were detected in four samples ranging from 18.4 mg/kg to 26.7 mg/kg for DRO and from 9.08 mg/kg to 14.3 mg/kg for RRO.

Following results of the verification sampling, the site was re-contoured according to a site restoration plan approved by the City and DEC. The restoration plan included subsurface drainage features and preserving and enhancing drive ways on the site. In April 2019, NRC Alaska submitted the final *Site Restoration and Closure Sampling Report*, approved by DEC on April 19, 2019. The report documented the above results and restoration work.

Photo 3: Drone aerial of final site conditions – October 2018



Image courtesy of NRC Alaska

Highest Concentrations Remaining at the Site

Sample results following the cleanup effort in 2016 and the shipment and disposal effort in 2018 were reviewed. The highest concentrations of contaminants remaining at the site are shown in the table below, along with approved cleanup levels. Benzene, which was not previously identified as a contaminant of concern at the site, was the only contaminant detected above the applicable cleanup



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level in the confirmation sampling. Five other samples collected near this sample showed levels of benzene and other petroleum contaminants that met cleanup levels, therefore the elevated concentration of benzene found represents a de-minimis volume of contaminated soil.

Table 2: Highest Concentrations of COCs

Contaminant	Location	Media	Concentration	Cleanup Level	Units (Source)
Aroclor 1254 (PCB)	confirmation sample	soil	0.23	1	mg/kg (method 2)
Benzene	confirmation sample	soil	0.0594	0.022	mg/kg (method 2)
Diesel Range Organics	confirmation sample	soil	176	230	mg/kg (method 2)
Lead	confirmation sample	soil	327	400	mg/kg (method 2)
Residual Range Organics	confirmation sample	soil	402	8300	mg/kg (method 2)
Toluene	confirmation sample	soil	0.03	6.7	mg/kg (method 2)

Cumulative Risk Evaluation

Pursuant to 18 AAC 75.325(g), a cumulative risk determination must be made that the risk of any remaining concentrations of hazardous substances does not exceed a cumulative carcinogenic risk standard of 1 in 100,000 across all exposure pathways and does not exceed a cumulative noncarcinogenic risk standard at a hazard index of one across all exposure pathways. Cumulative risk was calculated using the concentrations above for Aroclor 1254, benzene, and toluene. Petroleum and lead are not included in cumulative risk calculations. The results for this site met the cumulative risk standards, with a total carcinogenic risk calculated at less than 1 in 100,000 and a noncarcinogenic risk of less than one across all exposure pathways.

Exposure Pathway Evaluation

Following investigation and cleanup at the site, exposure to the remaining contaminants was evaluated using DEC's Exposure Tracking Model (ETM). Exposure pathways are the conduits by which contamination may reach human or ecological receptors. ETM results show all pathways to be one of the following: De-Minimis Exposure, Exposure Controlled, or Pathway Incomplete.

DEC Decision

Nearly all soil across the entire site was removed down to the confining clay layer present throughout the property at depths ranging from 3-5 feet. Due to these site features and the cleanup, no groundwater was present, therefore no groundwater samples were collected. Previous groundwater seep sampling conducted by Ecology & Environment (2002) downgradient of the site found no detectable concentration of lead in a filtered groundwater sample. Furthermore, soil concentrations for contaminants meet migration to groundwater cleanup levels, with the exception of one sample on the adjacent parcel to the north, which had a concentration of 0.0594 mg/kg for benzene that was 2.7 times the migration to groundwater cleanup level of 0.022 mg/kg, but well below the human health level of 8.1 mg/kg. The confirmation sample was collected from the excavation floor in the dense clay till layer, and represents a de-minimis volume, based on the results of five other samples in the vicinity which were below the applicable cleanup levels for BTEX, DRO, and RRO.

In terms of surface water and sediments near the site, removal of the contaminant source area throughout the site included all surface water drainage pathways (which were subsequently re-routed) and has stopped contaminant migration off site. This will allow any residual concentrations of metals in downgradient marine sediments to naturally recover.



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Contamination at the site has been cleaned up to concentrations meeting approved cleanup levels suitable for residential land use. This site will receive a "Cleanup Complete" designation on the Contaminated Sites Database. The following standard condition applies:

Standard Condition

Groundwater throughout Alaska is protected for use as a water supply for drinking, culinary and food processing, agriculture including irrigation and stock watering, aquaculture, and industrial use. Contaminated site cleanup complete determinations are based on groundwater as a potential drinking water source. Should groundwater from this site be used for other purposes, such as aquaculture, additional testing and treatment may be required to ensure the water is suitable for its intended use.

This this cleanup complete determination is in accordance with 18 AAC 75.380 and does not preclude DEC from requiring additional assessment and/or cleanup action if future information indicates that contaminants at this site may pose an unacceptable risk to human health, safety, or welfare or to the environment.

Appeal

Any person who disagrees with this decision may request an adjudicatory hearing in accordance with 18 AAC 15.195 – 18 AAC 15.340 or an informal review by the Division Director in accordance with 18 AAC 15.185. Informal review requests must be delivered to the Division Director, 410 Willoughby Avenue, Suite 303 or by mail to P.O. Box 111800, Juneau, Alaska, 99811-1800, within 20 days after receiving the department's decision reviewable under this section. Adjudicatory hearing requests must be delivered to the Commissioner of the Department of Environmental Conservation, 410 Willoughby Avenue, Suite 303, or by mail to P.O. Box 111800, Juneau, Alaska 99811-1800, within 30 days after the date of issuance of this letter, or within 30 days after the department issues a final decision under 18 AAC 15.185. If a hearing is not requested within 30 days, the right to appeal is waived.

If you have questions about this closure decision, please feel free to contact me at (907) 465-5076 or email me at sally.schlichting@alaska.gov.

Sincerely,



Sally Schlichting
Unit Manager

cc: Burrell C. Byford, adjacent property owner: P.O. Box 231, Wrangell, AK 99929-0231
Michelle Woods, adjacent property owner: P.O. Box 108, Wrangell 99929
David Griffin, Southeast Area Lands Manager Trust Land Office, adjacent property owner
Dan Strucher, Senior Project Manager NRC Alaska
Shane O'Neill, Superintendent of Projects, NRC Alaska
Jason Ginter, Principal, Nortech
John Halverson, Contaminated Sites Program Manager
Spill Prevention and Response, Cost Recovery Unit



City and Borough of Wrangell, Alaska

Date: March 18, 2019

To: Lisa Von Bargaen, Borough Manager

From: Carol Rushmore, Economic Development Director

Re: Former Junk Yard Site – site info

- The property was cleaned to the highest standard so Residential development is permitted.
- Electrical pole was moved to allow for a 30' easement or ROW through the lot depending on the proposed future design and use.
- Zoning is Light Industrial
- Lot size is 2.51 acres or 109,355 square feet
- Bob Molinek recently came in to my office to reiterate that they were still interested in purchasing the land directly behind their property, and presented a letter. This would equate to just over 15,000 square feet.
- Bill Byford has voiced an interest in resolving an encroachment issue. A corner of his greenhouse attached to his house encroaches into the property a few feet. He is interested in buying a sliver of land, or getting an encroachment easement where the corner of his greenhouse encroaches onto the subject lot. An easement would be good as long as the greenhouse structure remains as is, but would not be able to be expanded on and if removed, the encroachment easement would no longer be valid. He would also like to be able to continue to use any easement that might be created to access the back portion of his lot. He has also requested that his property remain at Light Industrial as he believes the shop behind his house could be useful for a business. At times he has requested to purchase the land behind him, but the encroachment is his primary concern. The final cost to subdivide and purchase could be a factor in his decision.

Some options with maps as to how the Borough could dispose of the property:

Previously staff provided aerial photos to the Assembly with various configurations of subdividing the property. Those are not provided here, just some descriptions. Much of this will depend on type of use and how much money the Borough wants to invest prior to sale.

Option 1) Subdivide the property: There could be 3 rear flag lots in the back (maximum allowed) and one lot in the front with the 30' easement adjacent to Byford lot. The City should put in the sewer and water for each of the lots, and a utility/access agreement that would be recorded with subdivision will spell out how landowners will maintain in the future. The lots could be configured in numerous ways. An easement would be required for access and utilities.

Option 2) Subdivide the property into a flag lot subdivision, creating the maximum of 4 lots and sell for residential. This Option differs from Option A only in the configuration of the lots. One of the rear lots would be configured in such away as to allow Molinek to purchase the area behind him directly or as part of a bid process. Option B would be different lot configurations.

Option 3) Sell the entire parcel as a single sale for residential development and let someone else subdivide or not, or set development requirements. A requirement to the sale would be that any further subdivision must provide city sewer and water since the area was cleaned down to clay and filled with rock.

Option 4) Create a 60' wide ROW through the parcel to connect with Mental Health Trust lands to provide an additional access point for future development on their lots. This could create a few different type of subdivided lot configuration, although a variance to the 100' highway frontage for the front lot would be required. The City would be required to construct the road and install utilities.

Option 5) Change the zone for an entirely different use.

CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	October 22, 2019
	<u>Agenda Section</u>	13

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

SUBMITTED BY:

Amber Al-Haddad, Capital Facilities Director

FISCAL NOTE:

Expenditure Required: N/A

FY 20: \$5,118	FY 21:	FY22: \$
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Amount Budgeted:

	FY20 \$0	
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Account Number(s):

	24020-142-7901	
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Account Name(s):

	Parks & Recreation Capital Construction - Outdoor Shooting Range Improvements	
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Unencumbered Balance(s) (prior to expenditure):

	\$0	
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Reviews/Approvals/Recommendations

<input type="checkbox"/>	Planning & Zoning
Name(s)	
Name(s)	
<input type="checkbox"/>	Attorney
<input type="checkbox"/>	Insurance

ATTACHMENTS: 1. Resolution No 10-19-1493

RECOMMENDATION MOTION:

Move to Approve Resolution No. 10-19-1493.

SUMMARY STATEMENT:

The Stikine Sportsmen Association (SSA), on behalf of Wrangell Parks & Recreation, obtained a grant from the National Rifle Association (NRA) for certain improvements to the Outdoor Shooting Range, which included roof repairs to both the long-range shelter and the short-range shelter, minor parking area improvements, and a walking path for the long range.

The expenditures for the roof repairs were invoiced by local vendors directly to the SSA, and the labor for the roof repairs was provided by the CBW's Capital Facilities and Parks & Recreation departments' staff, a portion of which will be reimbursed by the grant, with the remainder of labor donated to the project.

Since the walking path portion of work was issued by the CBW under a competitive solicitation, the funds for this portion of the grant were passed through from the SSA to the CBW, allowing us to administer this contract work and its expenditure. Receipt of the \$5,118 grant funds from SSA are to cover the CBW's construction expenditure for the walking path.

This project funding was not reflected in the FY20 budget; therefore, the Assembly must amend the budget to reflect acceptance of the revenue funds in the General Fund and authorize its expenditure in the Parks & Recreation Special Reserve Fund. This resolution accomplishes this finance "housekeeping."

CITY AND BOROUGH OF WRANGELL, ALASKA

RESOLUTION NO. 10-19-1493

A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE FY 2020 BUDGET IN THE GENERAL FUND BY ACCEPTING REVENUE FROM THE STIKINE SPORTSMEN ASSOCIATION IN THE AMOUNT OF \$5,118 FOR PARKS AND RECREATION'S OUTDOOR SHOOTING RANGE IMPROVEMENTS, AND AUTHORIZING ITS EXPENDITURE

WHEREAS, the Assembly of the City and Borough of Wrangell approved Resolution No. 06-19-1467 on June 11, 2019 adopting the budget for all funds of the City and Borough of Wrangell, Alaska for the fiscal year 2019-2020; and

WHEREAS, the Wrangell Municipal Code requires that the Borough Assembly approve any budget amendments to the amounts adopted; and

WHEREAS, the Wrangell Parks & Recreation Department partnered with the Stikine Sportsmen Association for a National Rifle Association (NRA) grant funding opportunity for Outdoor Shooting Range Improvements; and

WHEREAS, the Stikine Sportsmen Association is acting as a pass through agency for NRA funding, in the amount of \$5,118, for improvements to CBW-owned facilities; and

WHEREAS, the FY2020 Budget in the General Fund will be amended by accepting the \$5,118 in grant revenue and authorizing its expenditure.

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

Section 1: The FY 2020 Budget in the General Fund is amended to accept an increase in grant revenue to the Parks & Recreation Miscellaneous Grants Account (24300-000-4595) in the amount of \$5,118.

Section 2: The FY 2020 Budget in the General Fund is amended to increase authorized expenditures in the Parks & Recreation Parks Expenditures CIP Account Account (24020-142-7901) for the Outdoor Shooting Range Improvements in the amount of \$5,118.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA this 22nd day of October 2019.

CITY & BOROUGH OF WRANGELL, ALASKA

Steve Prysunka, Mayor

ATTEST: _____
Kim Lane, Borough Clerk

CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	October 22, 2019
	<u>Agenda Section</u>	13

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

SUBMITTED BY:

Aleisha Mollen, Accounting Generalist

FISCAL NOTE:

Expenditure Required: \$0Total

FY 20: \$0

FY 21: \$

FY22: \$

Amount Budgeted:

FY20 \$0

Account Number(s):

N/A

Account Name(s):

N/A

Unencumbered Balance(s) (prior to expenditure):

\$N/A

Reviews/Approvals/Recommendations

☐ Commission, Board or Committee

Name(s)

Name(s)

☐ Attorney

☐ Insurance

ATTACHMENTS: 1. Proposed Ordinance No. 969

RECOMMENDATION MOTION:

Move to Approve Ordinance 969.

SUMMARY STATEMENT:

Prior to the September 24th meeting, a workshop was held to discuss the efforts to form a statewide remote sales tax authority. As requested by the Assembly the proposed ordinance for remote sellers is being brought forward at this meeting, as well as a Resolution to accept the Intergovernmental Agreement to join the Alaska Remote Seller Sales Tax Commission.

This ordinance amends the Wrangell Municipal Code to add a section to address sales tax levy and collection for remote sellers only. This will not affect Section 05.08 which outlines the levy and collection of sales tax for local vendors. This will allow the Borough to be able to collect sales tax from remote sellers who transact business in the City & Borough of Wrangell, but do not have a physical presence here.

CITY AND BOROUGH OF WRANGELL, ALASKA
ORDINANCE NO. 969

AN ORDINANCE OF THE ASSEMBLY OF THE CITY AND
BOROUGH OF WRANGELL, ALASKA, ESTABLISHING
SECTION 05.11, REMOTE SELLER SALES TAX, OF THE
WRANGELL MUNICIPAL CODE

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

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

SEC. 1. Action. The purpose of this ordinance is to establish Section 05.11 of the Wrangell Municipal Code to authorize the levy and collection of sales tax from remote sellers as follows:

05.11.010 – Interpretation.

- A. In order to prevent evasion of the sales taxes and to aid in its administration, it is presumed that all sales and services by a person or entity engaging in business are subject to the sales tax.
- B. The application of the tax levied under this code shall be broadly construed and shall favor inclusion rather than exclusion.
- C. Exemptions from the tax levied under this Code or from the taxing jurisdiction shall be narrowly construed against the claimant and allowed only when such exemption clearly falls within an exemption defined in this Code or the taxing jurisdiction's Code.
- D. The scope of this code shall apply to remote sellers or marketplace facilitators (except for lodging and rentals), delivering products or services to municipalities adopting this Code.

05.11.020 – Title to Collected Sales Tax

Upon collection by the remote seller, title to sales tax vests in the Commission for remittance to the taxing jurisdiction. The remote seller remits collected sales tax to the Commission on behalf of the taxing jurisdiction, from whom that power is delegated, in trust for the taxing jurisdiction and is accountable to the Commission and taxing jurisdiction.

05.11.030 – Imposition – Rate

- A. To the fullest extent permitted by law, a sales tax is levied and assessed on all retail sales, on all sales and services made by remote sellers where delivery is made within a local taxing jurisdiction anywhere within the State of Alaska.

- B. The tax rate added to the sale price shall be the tax rate for the taxing jurisdiction where the property sold or service rendered is received.
- C. An Address/Tax Rate Database will be made available to remote sellers, indicating the appropriate tax rate to be applied.
- D. The applicable tax rate shall be added to the sales price.
- E. When a sale is made on an installment basis, the sales tax shall be collected at the time of the sale, calculated at the sales tax rate in effect at the time of the sale.

05.11.040. – Obligation to Collect Tax - Threshold Criteria—

Any seller who does not have a physical presence in the taxing jurisdiction, or marketplace facilitator, selling property or services rendered within or delivered to the taxing jurisdiction shall collect and remit sales tax in compliance with all applicable procedures and requirements of law as if the seller had a physical presence in the taxing jurisdiction, provided the seller has met one of the following criteria (the “Threshold Criteria” or economic nexus) in the previous calendar year or the current calendar year:

1. The seller’s annual statewide gross revenue, or seller’s marketplace facilitator’s annual statewide gross revenue, from the sale(s) of property, product or services delivered into the state meets or exceeds one hundred thousand dollars; or
2. The seller, or seller’s marketplace facilitator, sold property, products, or services delivered into the state in one hundred or more separate transactions.

For purposes of determining whether the Threshold Criteria are met, sellers shall include all gross revenue, including sales made through a Marketplace Facilitator.

05.11.050. – No Retroactive Application

The obligations to collect and remit sales tax required by this chapter are applicable at the effective date of the Alaska Remote Seller Sales Tax Code.

05.11.060 – Payment and Collection

Pursuant to this Code, taxes imposed shall be due and paid by the buyer to the remote seller or marketplace facilitator at the time of the sale or service, or with respect to credit transactions, at the time of collection. It shall be the duty of each remote seller making taxable sales or providing taxable services to collect the taxes from the buyer and to hold those taxes in trust for the taxing authority. Failure by the remote seller to collect the tax shall not affect the remote seller’s responsibility for payment to the Commission.

05.11.070 – Remote Seller Registration Requirement

If a seller’s or a seller’s marketplace facilitator’s gross statewide sales from the previous calendar year or the current calendar year meets or exceeds the Threshold Criteria set by Section 05.11.040, the seller shall register with the Commission.

- A. A remote seller meeting the Threshold Criteria shall apply for a certificate of sales tax registration within twenty (20) calendar days of the effective date of this Remote Seller Sales Tax Code or within twenty (20) calendar days of meeting the Threshold Criteria whichever occurs second. Registration shall be to the Commission on forms prescribed by the Commission.
- B. Upon receipt of a properly executed application, the Commission shall issue the applicant a certificate of registration, stating the legal name of the seller, the primary address, and the primary sales tax contact name and corresponding title. The failure of the Commission to issue a certificate of registration does not relieve the seller of its duty to collect and remit sales tax.
- C. Each business entity shall have a sales tax registration under the advertised name.
- D. The sales tax certificate is non-assignable and non-transferable.

05.11.80.-Tax Filing Schedule

- A. All remote sellers or marketplace facilitators subject to this Code shall file a return on a form or in a format prescribed by the Commission and shall pay the tax due.
- B. Filing. Filing of sales tax returns are due monthly or quarterly.
- C. Filing to be Continuous. A remote seller who has filed a sales tax return will be presumed to be making sales in successive periods unless the remote seller files a return showing a termination or sale of the business in accordance with Section 05.11.190.
- D. The completed and executed return, together with the remittance in full for the tax due, shall be transmitted to and must be received by the Commission on or before midnight Alaska time by the deadline indicated herein:

<u>Quarter 1 (January – March)</u>	<u>April 30</u>
<u>Quarter 2 (April – June)</u>	<u>July 31</u>
<u>Quarter 3 (July – September)</u>	<u>October 31</u>
<u>Quarter 4 (October – December)</u>	<u>January 31</u>

- E. If the last day of the month following the end of the filing period falls on a Saturday, Sunday or federal or state holiday, the due date will be extended until the next business day immediately following.
- F. Any remote seller holding a remote seller registration shall file a sales tax return even though no tax may be due. This return shall show why no tax is due. If the remote seller intends to continue doing business a return shall be filed reflecting no sales and a confirmation of the intent to continue doing business, and shall continue to do so each filing period until the entity ceases doing business or sells the business. If the remote seller intends to cease doing business, a final return shall be filed along with a statement of business closure.

- G. The remote seller shall prepare the return and remit sales tax to the Commission on the same basis, cash or accrual, which the remote seller uses in preparing its federal income tax return. The remote seller shall sign the return, and transmit the return, with the amount of sales tax that it shows to be due, to the Commission.
- H. Remote sellers failing to comply with the provisions of this Code shall, if required by the Commission, file and transmit collected sales taxes more frequently until such time as they have demonstrated to the Commission that they are or will be able to comply with the provisions of this Code. Six (6) consecutive on-time sales tax filings, with full remittance of the sales taxes collected, shall establish the presumption of compliance and return to monthly or quarterly filing status.
- I. Sales tax returns shall be accompanied by proof as to claimed exemptions or exceptions from tax herein imposed. This proof shall be reviewed and deemed satisfactory by the Commission. In the absence of proof, the claimed exemptions or exceptions from tax shall be disallowed and therefore deemed taxable. The burden of establishing any tax exemption is upon the preparer.
- J. The preparer of the sales tax return shall keep and maintain all documentation supporting any and all claims of exempted sales and purchases. Documentation for exempted sales should include the number of the exemption authorization card presented by the buyer at the time of the purchase, the date of the purchase, the name of the person making the purchase, the organization making the purchase, the total amount of the purchase, and the amount of sales tax exempted. This documentation shall be made available to the Commission upon request. Failure to provide such documentation may invalidate that portion of the claim of exemption for which no documentation is provided.

05.11.90.- Estimated Tax

- A. In the event the Commission is unable to ascertain the tax due from a remote seller by reason of the failure of the remote seller to keep accurate books, allow inspection, or file a return, or by reason of the remote seller filing a false or inaccurate return, the Commission may make an estimate of the tax due based on any evidence in their possession.
- B. Sales taxes may also be estimated, based on any information available, whenever the Commission has reasonable cause to believe that any information on a sales tax return is not accurate.
- C. A remote seller's tax liability under this Code may be determined and assessed for a period of six (6) years after the date the return was filed or due to be filed with the Commission. No civil action for the collection of such tax may be commenced after the expiration of the six- (6-) year period except an action for taxes, penalties and interest due from those filing periods that are the subject of a written demand or assessment made within the six- (6-) year period, unless the seller waives the protection of this

section.

- D. The Commission shall notify the remote seller, in writing, that the Commission has estimated the amount of sales tax that is due from the remote seller. The Commission shall serve the notice on the remote seller by delivering the notice to the remote seller's place of business, or by mailing the notice by certified mail, return receipt requested, to the remote seller's last known mailing address. A remote seller who refuses the certified mail will be considered to have accepted the certified mail for purposes of service.
- E. The Commission's estimate of the amount of sales tax that is due from a remote seller shall become a final determination of the amount that is due unless the remote seller, within thirty (30) calendar days after service of notice of the estimated tax:
 - 1. Files a complete and accurate sales tax return for the delinquent periods supported by satisfactory records and accompanied by a full remittance of all taxes, interest, penalties, costs and other charges due; or
 - 2. Files a written notice with the Commission appealing the estimated tax amount in accordance with the appeal procedures.
 - 3. Arguments or reasons for failure to timely file a return and remit taxes collected shall not be considered a valid basis or grounds for granting an appeal. The basis and grounds for granting an appeal of an assessment are:
 - a. The identity of the remote seller is in error;
 - b. The amount of the debt is erroneous due to a clerical error (and the nature and extent of the error is specified in the request for appeal); or
 - c. The remote seller disputes the denial of exemption(s) for certain sales.
- F. The amount of sales tax finally determined to be due under this section shall bear interest and penalty from the date that the sales tax originally was due, plus an additional civil penalty of fifty dollars (\$50) for each calendar month or partial month for which the amount of sales tax that is due has been determined.

05.11.100.-Returns – filing contents

- A. Every seller required by this chapter to collect sales tax shall file with the Commission upon forms furnished by it a return setting forth the following information with totals rounded to the nearest dollar:
 - 1. Gross sales
 - 2. The nontaxable portions separately stating the amount of sales revenue attributable to each class of exemption;
 - 3. Computation of taxes to be remitted;
 - 4. Such other information as may be required by the Commission.
- B. Each tax return remitted by a remote seller shall be signed by a responsible individual who shall attest to the completeness and accuracy of the information on the tax return.
- C. The Commission reserves the right to reject a filed return for failure to comply with the requirements of this Code for up to three (3) months from the date of filing. The Commission shall give written notice to a remote seller that a return has been rejected,

including the reason for the rejection.

05.11.110 – Refunds

- A. Upon request from a buyer or remote seller the Commission shall provide a determination of correct tax rate and amount applicable to the transaction. In the case of an overpayment of taxes, the remote seller shall process the refund and amend any returns accordingly.
- B. If the claimant is a remote seller, and the tax refund is owed to any buyer, the remote seller submits, and the Commission approves, a refund plan to all affected buyers.

X 05.11.120. – Amended Returns

- A. A remote seller may file an amended sales tax return, with supporting documentation, and the Commission may accept the amended return, but only in the following circumstances:
 - i. The amended return is filed within one (1) year of the original due date for the return; and
 - ii. The remote seller provides a written justification for requesting approval of the amended return; and
 - iii. The remote seller agrees to submit to an audit upon request of the Commission.
- B. The Commission shall notify the remote seller in writing whether it accepts or rejects an amended return, including the reasons for any rejection.
- C. The Commission may adjust a return for a remote seller if, after investigation, the Commission determines the figure included in the original returns are incorrect; and the Commission adjusts the return within two (2) years of the original due date for the return.

05.11.130. – Extension of Time to File Tax Return

Upon written application of a seller, stating the reasons therefor, the Commission may extend the time to file a sales tax return but only if the Commission finds each of the following:

- 1. For reasons beyond the seller's control, the seller has been unable to maintain in a current condition the books and records that contain the information required to complete the return;
- 2. Such extension is a dire necessity for bookkeeping reasons and would avert undue hardship upon the seller;
- 3. The remote seller has a plan to cure the problem that caused the seller to apply for an extension and the remote seller agrees to proceed with diligence to cure the problem;
- 4. At the time of the application, the remote seller is not delinquent in filing any other sales tax return, in remitting sales tax to the Commission or otherwise in violation of this chapter;
- 5. No such extension shall be made retroactively to cover existing delinquencies.

05.11.140 – Audits

- A. Any remote seller who has established a sales tax account with the Commission, who is required to collect and remit sales tax, or who is required to submit a sales tax return is subject to a discretionary sales tax audit at any time. The purpose of such an audit is to examine the business records of the remote seller in order to determine whether appropriate amounts of sales tax revenue have been collected by the seller and remitted to the Commission.
- B. The Commission is not bound to accept a sales tax return as correct. The Commission may make an independent investigation of all retail sales or transactions conducted within the State or taxing jurisdiction.
- C. The records that a remote seller is required to maintain under this chapter shall be subject to inspection and copying by authorized employees or agents of the Commission for the purpose of auditing any return filed under this chapter, or to determine the remote seller's liability for sales tax where no return has been filed.
- D. In addition to the information required on returns, the Commission may request, and the remote seller must furnish, any reasonable information deemed necessary for a correct computation of the tax.
- E. The Commission may adjust a return for a remote seller if, after investigation or audit, the Commission determines that the figures included in the original return are incorrect, and that additional sales taxes are due; and the Commission adjusts the return within two (2) years of the original due date for the return.
- F. For the purpose of ascertaining the correctness of a return or the amount of taxes owed when a return has not been filed, the Commission may conduct investigations, hearings and audits and may examine any relevant books, papers, statements, memoranda, records, accounts or other writings of any seller at any reasonable hour on the premises of the remote seller and may require the attendance of any officer or employee of the remote seller. Upon written demand by the Commission, the remote seller shall present for examination, in the office of the Commission, such books, papers, statements, memoranda, records, accounts and other written material as may be set out in the demand unless the Commission and the person upon whom the demand is made agree to presentation of such materials at a different place.
- G. The Commission may issue subpoenas to compel attendance or to require production of relevant books, papers, records or memoranda. If any remote seller refuses to obey any such subpoena, the Commissioner may refer the matter to the Commission's attorney for an application to the superior court for an order requiring the remote seller to comply therewith.
- H. Any remote seller or person engaged in business who is unable or unwilling to submit their records to the Commission shall be required to pay the Commission for all necessary expenses incurred for the examination and inspection of their records

maintained outside the Commission.

- I. After the completion of a sales tax audit, the results of the audit will be sent to the business owner's address of record.
- J. In the event the Commission, upon completion of an audit, discovers more than five hundred dollars (\$500) in additional sales tax due from a remote seller resulting from a remote seller's failure to accurately report sales and taxes due thereupon, the remote seller shall bear responsibility for the full cost of the audit. The audit fee assessment will be in addition to interest and penalties applicable to amounts deemed to be delinquent by the Commission at the time of the conclusion of the audit.

05.11.150.- Audit protest

- A. If the remote seller wishes to dispute the amount of the estimate, or the results of an examination or audit, the remote seller must file a written protest with the Commission, within 30 calendar days of the date of the notice of estimated tax or results of an audit or examination. The protest must set forth:
 - 1. The remote seller's justification for reducing or increasing the estimated tax amount, including any missing sales tax returns for the periods estimated; or
 - 2. The remote seller's reasons for challenging the examination or audit results.
- B. In processing the protest, the Commission may hold an informal meeting or hearing with the remote seller, either on its own or upon request of the remote seller, and may also require that the remote seller submit to an audit, if one was not previously conducted or a more formal audit, if an estimation audit was previously performed.
- C. The Commission shall make a final written determination on the remote seller's protest and mail a copy of the determination to the remote seller.
- D. If a written protest is not filed within 30 days of the date of the notice of estimated tax or the result of a review, audit or examination, then the estimated tax, review, audit or examination result shall be final, due and payable to the Commission.

05.11.160. – Penalties and Interest for Late Filing

- A. A late filing fee of twenty-five dollars (\$25) per quarter or partial quarter shall be added to all late-filed sales tax reports in addition to interest and penalties.
- B. Delinquent sales tax bear interest at the rate of fifteen percent (15%) per annum until paid.
- C. In addition, delinquent sales tax shall be subject to an additional penalty of twenty percent (20%). The penalty does not bear interest.
- D. Penalties and interest shall be assessed and collected in the same manner as the tax is assessed and collected.
- E. The filing of an incomplete return, or the failure to remit all tax, shall be treated as the filing of no return.
- F. A penalty assessed under this section for the delinquent remittance of sales tax or failure

to file a sales tax return may be waived by the Commission, upon written application of the remote seller accompanied by a payment of all delinquent sales tax, interest and penalty otherwise owed by the remote seller to the Commission [and taxing jurisdiction], within forty-five (45) calendar days after the date of delinquency. A remote seller may not be granted more than one (1) waiver of penalty under this subsection in any one calendar year. The Commission shall report such waivers of penalty to the taxing jurisdiction, in writing.

05.11.170 – Repayment Plans

- A. The Commission may agree to enter into a repayment plan with a delinquent remote seller. No repayment plan shall be valid unless agreed to by both parties in writing.
- B. A remote seller shall not be eligible to enter into a repayment plan with the Commission if the remote seller has defaulted on a repayment plan in the previous two (2) calendar years.
- C. The repayment plan shall include a secured promissory note that substantially complies with the following terms:
 - i. The remote seller agrees to pay a minimum of ten percent (10%) down payment on the tax, interest and penalty amount due. The down payment shall be applied first to penalty, then to accumulated interest, and then to the tax owed.
 - ii. The remote seller agrees to pay the balance of the tax, penalty and interest owed in monthly installments over a period not to exceed two (2) years.
 - iii. Interest at a rate of fifteen (15%) percent per annum shall accrue on the principal sum due. Interest shall not apply to penalties owed or to interest accrued at the time the repayment plan is executed or accruing during the term of the repayment plan.
 - iv. If the remote seller is a corporation or a limited liability entity the remote seller agrees to provide a personal guarantee of the obligations under the repayment plan.
 - v. The remote seller agrees to pay all future tax bills in accordance with the provisions of this chapter.
 - vi. The remote seller agrees to provide a security interest in the form of a sales tax lien for the entire unpaid balance of the promissory note to be recorded by the Commission at the time the repayment plan is signed. The remote seller shall be responsible for the cost of recording the tax lien.
- D. If a remote seller fails to pay two (2) or more payments as required by the repayment plan agreement, the remote seller shall be in default and the entire amount owed at the time of default shall become immediately due. The Commission will send the remote seller a notice of default. The Commission may immediately foreclose on the sales tax lien or take any other remedy available under the law.

05.11.180. – Remote Seller Record Retention

Remote sellers engaged in activity subject to this chapter shall keep and preserve suitable records of all sales made and such other books or accounts as may be necessary to determine the amount of tax which the remote seller is obliged to collect. Remote sellers shall preserve suitable records of sales for a period of six (6) years from the date of the return reporting such sales, and shall preserve for a period of six (6) years all invoices of goods and merchandise purchased for resale, and all such other books, invoices and records as may be necessary to accurately determine the amount of taxes which the seller was obliged to collect under this chapter.

05.11.190. Cessation or Transfer of Business

- A. A remote seller who sells, leases, conveys, forfeits, transfers or assigns the majority of their business interest, including a creditor or secured party, shall make a final sales tax return within thirty (30) days after the date of such conveyance.
- B. At least ten (10) business days before any such sale is completed, the remote seller shall send to the Commission, by approved communication (email confirmation, certified first-class mail, postage prepaid) a notice that the remote seller's interest is to be conveyed and shall include the name, address and telephone number of the person or entity to whom the interest is to be conveyed.
- C. Upon notice of sale and disclosure of buyer, the Commission shall be authorized to disclose the status of the remote seller's sales tax account to the named buyer or assignee.
- D. Upon receipt of notice of a sale or transfer, the Commission shall send the transferee a copy of the sales tax code with this section highlighted.
- E. Neither the Commissioner's failure to give the notice nor the transferee's failure to receive the notice shall relieve the transferee of any obligations under this section.
- F. Following receipt of said notice, the Commission shall have sixty (60) days in which to perform a final sales tax audit and assess sales tax liability against the remote seller of the business. If the notice is not mailed at least ten (10) business days before the sale is completed, the Commission shall have twelve (12) months from the later of the completion of the sale or the Commission's knowledge of the completion of the sale within which to begin a final sales tax audit and assess sales tax liability against the seller of the business. The Commission may also initiate an estimated assessment if the requirements for such an assessment exist.
- G. A person acquiring any interest of a remote seller in a business required to collect the tax under this chapter assumes the liability of the remote seller for all taxes due the Commission [taxing jurisdiction], whether current or delinquent, whether known to the Commission or discovered later, and for all interest, penalties, costs and charges on such taxes.
- H. Before the effective date of the transfer, the transferee of a business shall obtain from

the Commission an estimate of the delinquent sales tax, penalty and interest, if any, owed by the remote seller as of the date of the transfer, and shall withhold that amount from the consideration payable for the transfer, until the remote seller has produced a receipt from the Commission showing that all tax obligations imposed by this chapter have been paid. A transferee that fails to withhold the amount required under this subsection shall be liable to the Commission and taxing jurisdiction for the lesser of the amount of delinquent sales tax, penalty and interest due from the remote seller as of the date of transfer, and the amount that the transferee was required to withhold.

- I. In this section, the term “transfer” includes the following:
 1. A change in voting control, or in more than fifty (50) percent of the ownership interest in a remote seller that is a corporation, limited liability company or partnership; or
 2. A sale of substantially all the assets used in the business of the remote seller; or
 3. The initiation of a lease, management agreement or other arrangement under which another person becomes entitled to the remote seller’s gross receipts from sales, rentals or services.
- J. Subsection H of this section shall not apply to any person who acquires their ownership interest in the ongoing business as a result of the foreclosure of a lien that has priority over the Commission’s sales tax lien.
- K. Upon termination, dissolution or abandonment of a corporate business, any officer having control or supervision of sales tax funds collected, or who is charged with responsibility for the filing of returns or the payment of sales tax funds collected, shall be personally liable for any unpaid taxes, interest, administrative costs and penalties on those taxes if such officer willfully fails to pay or cause to be paid any taxes due from the corporation. In addition, regardless of willfulness, each director of the corporation shall be jointly and severally liable for said amounts. The officer shall be liable only for taxes collected which became due during the period he or she had the control, supervision, responsibility or duty to act for the corporation. This section does not relieve the corporation of other tax liabilities or otherwise impair other tax collection remedies afforded by law.
- L. A remote seller who terminates the business without the benefit of a purchaser, successor or assign shall make a final tax return and settlement of tax obligations within thirty (30) days after such termination. If a final return and settlement are not received within thirty (30) days of the termination, the remote seller shall pay a penalty of one hundred dollars (\$100), plus an additional penalty of twenty-five dollars (\$25) for each additional thirty- (30-) day period, or part of such a period, during which the final return and settlement have not been made, for a maximum of six (6) additional periods.

05.11.200. – Use of Information on Tax Returns

- A. Except as otherwise provided in this chapter, all returns, reports and information required

to be filed with the Commission under this Code, and all information contained therein, shall be kept confidential and shall be subject to inspection only by:

1. Employees and agents of the Commission and taxing jurisdiction whose job responsibilities are directly related to such returns, reports and information;
 2. The person supplying such returns, reports and information; and
 3. Persons authorized in writing by the person supplying such returns, reports and information.
- B. The Commission will release information described in subsection A of this section pursuant to subpoena, order of a court or administrative agency of competent jurisdiction, and where otherwise required by law to do so.
- C. Notwithstanding subsection A of this section, the following information is available for public inspection:
1. The name and address of sellers;
 2. Whether a business is registered to collect taxes under this chapter;
 3. The name and address of businesses that are sixty (60) days or more delinquent in filing returns and/or in remitting sales tax; and, if so delinquent, the amount of estimated sales tax due, and the number of returns not filed.
- D. The Commission may provide the public statistical information related to sales tax collections, provided that no information identifiable to a particular remote seller is disclosed.
- E. Nothing contained in this section shall be construed to prohibit the delivery to a person, or his duly authorized representative, of a copy of any return or report filed by him, nor to prohibit the publication of statistics so classified as to prevent the identification of particular buyers or sellers, nor to prohibit the furnishing of information on a reciprocal basis to other agencies or political subdivisions of the state or the United States concerned with the enforcement of tax laws.
- F. Nothing contained in this section shall be construed to prohibit the disclosure through enforcement action proceedings or by public inspection or publication of the name, estimated balance due, and current status of payments, and filings of any remote seller or agent of any remote seller required to collect sales taxes or file returns under this chapter, who fails to file any return and/or remit in full all sales taxes due within 30 days after the required date for that business. Entry into any agreement whether pursuant to the provisions of this chapter or otherwise shall not act as any prohibition to disclosure of the records of that seller as otherwise provided in this chapter.
- G. A prospective lessee or purchaser of any business or business interest may inquire as to the obligation or tax status of any business upon presenting to the Commission a release of tax information request signed by the registered owner of the business.
- H. All returns referred to in this chapter, and all data taken therefrom, shall be kept secure from public inspection, and from all private inspection.

05.11.210 – Violations

- A. A remote seller that fails to file a sales tax return or remit sales tax when due, in addition to any other liability imposed by this Code, shall pay to the Commission all costs incurred by the Commission to determine the amount of the remote seller's liability or to collect the sales tax, including, without limitation, reviewing and auditing the remote seller's business records, collection agency fees, and actual reasonable attorney's fees.
- B. A person who causes or permits a corporation of which the person is an officer or director, a limited liability company of which the person is a member or manager, or a partnership of which the person is a partner, to fail to collect sales tax or to remit sales tax to the Commission as required by this Code shall be liable to the Commission for the amount that should have been collected or remitted, plus any applicable interest and penalty.
- C. Notwithstanding any other provision of law, and whether or not the Commission initiates an audit or other tax collection procedure, the Commission may bring a declaratory judgment action against a remote seller believed to meet the criteria of [05.11.040] to establish that the obligation to remit sales tax is applicable and valid under local, state and federal law. The action shall be brought in the judicial district of the taxing jurisdiction.
- D. The Commission may cause a sales tax lien to be filed and recorded against all real and personal property of a remote seller where the remote seller has:
 - 1. Failed to file sales tax returns for two consecutive filing periods as required by the Code; or
 - 2. Failed within 60 days of the end of the filing period from which taxes were due to either (a) remit all amounts due or (b) to enter into a secured payment agreement as provided in this Code.
 - 3. Prior to filing a sales tax lien, the Commission shall cause a written notice of intent to file to be mailed to the last known address of the delinquent remote seller.
- E. In addition to other remedies discussed in this Code, the Commission may bring a civil action to:
 - 1. Enjoin a violation of this Code. On application for injunctive relief and a finding of a violation or threatened violation, the superior court shall enjoin the violation.
 - 2. Collect delinquent sales tax, penalty, interest and costs of collection, either before or after estimating the amount of sales tax due under 05.11.XX.
 - 3. Foreclose a recorded sales tax lien as provided by law.
- F. All remedies hereunder are cumulative and are in addition to those existing at law or equity.

05.11.220 – Penalties for Violations

- A. A buyer or remote seller who knowingly or negligently submits false information in a document filed with the Commission pursuant to this Code is subject to a penalty of five hundred dollars (\$500).
- B. A remote seller who knowingly or negligently falsifies or conceals information related

to its business activities with the Commission or taxing jurisdiction is subject to a penalty of five hundred dollars (\$500).

- C. A person who knowingly or negligently provides false information when applying for a certificate of exemption is subject to a penalty of three hundred dollars (\$500).
- D. Any remote seller who fails to file a return required under this chapter within fifteen (15) calendar days of the due date, regardless of whether any taxes were due for the reporting period for which the return was required, shall be subject to a penalty of twenty-five dollars (\$25) for the first sales tax return not timely filed, and fifty dollars (\$50) for each subsequent sales tax return not timely filed within a one- (1-) year period thereafter. The filing of an incomplete return shall be treated as the filing of no return.
- E. A remote seller who fails or refuses to produce requested records or to allow inspection of their books and records shall pay to the Commission a penalty equal to three (3) times any deficiency found or estimated by the Commission with a minimum penalty of five hundred dollars (\$500).
- F. A remote seller who falsifies or misrepresents any record filed with the Commission is guilty of an infraction and subject to a penalty of five hundred dollars (\$500) per record.
- G. Misuse of an exemption card is a violation and subject to a penalty of fifty dollars (\$50) per incident of misuse;
- H. Nothing in this chapter shall be construed as preventing the Commission from filing and maintaining an action at law to recover any taxes, penalties, interest and/or fees due from a remote seller. The Commission may also recover attorney's fees in any action against a delinquent seller.

05.11.230. – Remote Sellers with a physical presence in the taxing jurisdiction.

Sellers with a physical presence in the taxing jurisdiction shall report, remit, and comply with standards, including audit authority, promulgated by this chapter to the taxing jurisdiction. This section applies to all sellers with a physical presence in the taxing jurisdiction even if the seller also has taxable remote sales. If the seller with a physical presence and also remote sales delivers products or services to a buyer outside that taxing jurisdiction, the seller shall file with the Commission. If the seller does not have a physical presence, then the return for the remote sales shall be filed with the Commission.

05.11.240. – Definitions

Note: Adoption of definitions does not compel individual municipality to exempt certain defined items. Each municipality should specifically adopt definitions necessary for consistency to implement both brick-and-mortar sales tax code and provisions related to remote sellers. For definitions that have no applicability to brick-and-mortar sales tax code, municipality may choose either to include definitions in the definitional section of general sales tax ordinance or adopt the common definitions by reference].

“**Alcoholic beverages**” means beverages that are suitable for human consumption and contain one-half of one percent or more of alcohol by volume.

“**Booking Commissions**” means monies received from contracted or subcontracted guides, and lodging or other services sold as components of a recreational package.

“**Buyer**” means a person to whom a sale of personal property is made or to whom a service is furnished (see purchaser).

“**Commission**” means the Alaska Intergovernmental Remote Sales Tax Commission established by Agreement between local government taxing jurisdictions within Alaska, and delegated tax collection authority.

“**Common carrier**” means an individual or a company, which is in the regular business of transporting freight for hire. This is distinguished from a private carrier which transports its own goods and equipment, and makes deliveries of goods sold to its customers.

“**Computer**” means an electronic device that accepts information in digital or similar form and manipulates it for a result based on a sequence of instructions.

“**Computer Software**” means a set of coded instructions designed to cause a computer or automatic data processing equipment to perform a task.

“**Construction materials**” means materials, goods, components, fixtures or other items that are incorporated into the construction of real property and become a permanent component of that real property.

“**Delivered electronically**” means delivered to the purchaser by means other than tangible storage media.

“**Delivery charges**” means charges by the seller of personal property or services for preparation and delivery to a location designated by the purchaser of personal property or services including, but not limited to, transportation, shipping, postage, handling, crating, and packing.”

“**Drug**” means a compound, substance or preparation, and any component of a compound, substance or preparation, other than “food and food ingredients,” “dietary supplements” or “alcoholic beverages:”

A. Recognized in the official United State Pharmacopoeia, official Homeopathic Pharmacopoeia of the United States, or official National Formulary, and supplement to any of them; or

- B. Intended for use in the diagnosis, cure, mitigation, treatment, or prevention of disease; or
- C. Intended to affect the structure or any function of the body.

“Dues, Membership and Subscription” means monies paid for the purpose of membership, or qualifying or becoming eligible for goods or services, or discounts to goods or services.

“Durable medical equipment” means equipment including repair and replacement parts for same, but does not include “mobility enhancing equipment,” which:

- A. Can withstand repeated use; and
- B. Is primarily and customarily used to serve a medical purpose; and
- C. Generally is not useful to a person in the absence of illness or injury; and
- D. Is not worn in or on the body.

“Electronic” means relating to technology having electrical, digital, magnetic, wireless, optical, electromagnetic, or similar capabilities.

“Entity-Based Exemption” means an exemption based on who purchases the product or who sells the product. An exemption that is available to all individuals shall not be considered an entity-based exemption.

“Farming supplies” means animal food, seed, plants, fertilizers and other consumables used in an agriculture or mariculture business that sells its harvested grains, produce, meats, animal products or other farm production.

“Food” means any food or food product for home consumption except alcoholic beverages, tobacco, and prepared food. Food or food products includes, whether in liquid, concentrated, solid, frozen, dried, or dehydrated form, that are sold for ingestion or chewing by humans and are consumed for their taste or nutritional value.

“Gasoline, heating fuels and other consumable fuels” means refined petroleum and petroleum-based products used for internal combustion engines and as the primary source for residential heating or domestic hot water. This may also include other types of fossil fuels as well as fuel sources that are renewable.

“Goods for resale” means:

- A. the sale of goods by a manufacturer, wholesaler or distributor to a retail vendor; Sales to a wholesale or retail dealer who deals in the property sold, for the purpose of resale by the dealer.
- B. Sales of personal property as raw material to a person engaged in manufacturing components for sale, where the property sold is consumed in the manufacturing process of, or becomes an ingredient or component part of, a product manufactured for sale by the manufacturer.

C. Sale of personal property as construction material to a licensed building contractor where the property sold becomes part of the permanent structure.

“Long-term vehicle lease” means a lease of a motor vehicle, as defined below, for a period of 24 months or longer. As used herein a "motor vehicle" is a motor vehicle, as defined in AS 28.40.100(12), that is either required to be registered under AS 28.10.011, or is exempted from registration under AS 28.10.011(6) and (11). However, "motor vehicle" does not include either an "off-highway vehicle" as defined in 13 AAC 40.010(30) or a "snowmobile" as defined in 13 AAC 40.010(49).

” Manufacturing components” means sales of personal property as raw material to a person engaged in manufacturing for sale, where the property sold is consumed in the manufacturing process of, or becomes an ingredient or component part of a product manufactured for sale by the manufacturer.

“Marijuana accessories” means any equipment, products, or materials of any kind which are used, intended for use, or designed for use in planting, propagating, cultivating, growing, harvesting, composting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, vaporizing, or containing marijuana, or for ingesting, inhaling, or otherwise introducing marijuana into the human body;

“Marketplace Facilitator” means a person that contracts with sellers to facilitate for consideration, regardless of whether deducted as fees from the transaction, the sale of the seller's products through a physical or electronic marketplace operated by the person, and engages:

(a) Directly or indirectly, through one or more affiliated persons in any of the following:

- (i) Transmitting or otherwise communicating the offer or acceptance between the buyer and seller;
- (ii) Owning or operating the infrastructure, electronic or physical, or technology that brings buyers and sellers together;
- (iii) Providing a virtual currency that buyers are allowed or required to use to purchase products from the seller; or
- (iv) Software development or research and development activities related to any of the activities described in (b) of this subsection (3), if such activities are directly related to a physical or electronic marketplace operated by the person or an affiliated person; and

(b) In any of the following activities with respect to the seller's products:

- (i) Payment processing services;
- (ii) Fulfillment or storage services;
- (iii) Listing products for sale;

- (iv) Setting prices;
- (v) Branding sales as those of the marketplace facilitator;
- (vi) Order taking;
- (vii) Advertising or promotion; or
- (viii) Providing customer service or accepting or assisting with returns or exchanges.

“Medical equipment and supplies, and prescriptions” means all medicines, medical goods or equipment prescribed by a health care provider licensed to practice in Alaska or any other state in the United States.

“Mobility enhancing equipment” means equipment including repair and replacement parts to same, but does not include “durable medical equipment,” which:

- A. Is primarily and customarily used to provide or increase the ability to move from one place to another and which is appropriate for use either in a home or a motor vehicle; and
- B. Is not generally used by persons with normal mobility; and
- C. Does not include any motor vehicle or equipment on a motor vehicle normally provided by a motor vehicle manufacturer.

“Monthly” means occurring once per calendar month.

“Newspaper” means a publication of general circulation bearing a title, issued regularly at stated intervals at a minimum of at least two weeks, and formed of printed paper sheets without substantial binding. It must be of general interest, containing information of current events. The word does not include publications devoted solely to a specialized field. It shall include school newspapers, regardless of the frequency of the publication, where such newspapers are distributed regularly to a paid subscription list.

“Nexus” means:

1. The seller’s annual statewide gross revenue, or seller’s marketplace facilitator’s annual statewide gross revenue, from the sale(s) of property, products or services delivered into the state meets or exceeds one hundred thousand dollars; or
2. The seller, or seller’s marketplace facilitator, sold property, digital products, or services delivered into the state in one hundred or more separate transactions.

“Nonprofit organization” means a business that has been granted tax-exempt status by the Internal Revenue Service (IRS); means an association, corporation, or other organization where no part of the net earnings of the organization inures to the benefit of any member, shareholder, or other individual.

“Over the counter drug” means a drug that contains a label that identifies the product as a drug as required by 21 C.F.R. § 201.66. The “over-the-counter-drug” label includes:

- A. A “Drug Facts” panel; or
- B. A statement of the “active ingredient(s)” with a list of those ingredients contained in the compound, substance or preparation.

“Periodical” means any bound publication other than a newspaper that appears at stated intervals, each issue of which contains news or information of general interest to the public, or to some particular organization or group of persons. Each issue must bear a relationship to prior or subsequent issues with respect to continuity of literary character or similarity of subject matter, and sufficiently similar in style and format to make it evident that it is one of a series.

“Person” means an individual, trust, estate, fiduciary, partnership, limited liability company, limited liability partnership, corporation, or any other legal entity.

“Point of Delivery” means the location at which a product is delivered or service rendered.

- A. When the product is not received (or paid for) by the purchaser at a business location of the seller, the sale is considered delivered to the location where receipt by the purchaser (or the purchaser’s recipient, designated as such by the purchaser) occurs, including the location indicated by instructions for delivery as supplied by the purchaser (or recipient) and as known to the seller.
- B. For products transferred electronically, or other sales where the remote merchant lacks a delivery address for the purchaser, the merchant shall consider the point of delivery the sale to the billing address of the buyer.

“Precious metals” means any mineral, including but not limited to gold, silver, platinum and palladium, that has been put through a process of refining and is in such a state or condition that its value depends upon its precious metal content (such as an ingot or bar) and not its form (such as jewelry or artwork) .

“Prepared food” means:

- A. Food sold in a heated state or heated by the seller;
- B. Two or more food ingredients mixed or combined by the seller for sale as a single item; or
- C. Food sold with eating utensils provided by the seller, including plates, knives, forks, spoons, glasses, cups, napkins, or straws. A plate does not include a container or packaging used to transport the food.

“Prepared food” in B. does not include food that is only cut, repackaged, or pasteurized by the seller, and eggs, fish, meat, poultry, and foods containing these raw animal foods requiring cooking by the consumer as recommended by the Food and Drug Administration in chapter 3, part 401.11 of its Food Code so as to prevent food borne illnesses.

“Prewritten computer software” means “computer software,” including prewritten upgrades, which is not designed and developed by the author or other creator to the specifications of a specific purchaser. The combining of two or more “prewritten computer software” programs or prewritten portions thereof does not cause the combination to be other than “prewritten computer software.” “Prewritten computer software” includes software designed and developed by the author or other creator to the specifications of a specific purchaser when it is sold to a person other than the specific purchaser. Where a person modifies or enhances “computer software” of which the person is not the author or creator, the person shall be deemed to be the author or creator only of such person’s modifications or enhancements. “Prewritten computer software” or a prewritten portion thereof that is modified or enhanced to any degree, where such modification or enhancement is designed and developed to the specifications of a specific purchaser, remains “prewritten computer software;” provided, however, that where there is a reasonable, separately stated charge or an invoice or other statement of the price given to the purchaser for such modification or enhancement, such modification or enhancement shall not constitute “prewritten computer software.”

“Product-Based Exemptions” means an exemption based on the description of the product and not based on who purchases the product or how the purchaser intends to use the product.

“Property” means includes both tangible, an item that can be seen, weighed, measured, felt, or touched, or that is in any other manner perceptible to the senses; and intangible, anything that is not physical in nature (i.e.; intellectual property, brand recognition, goodwill, trade, copyright and patents).

“Prosthetic Device” means replacement, corrective, or supportive device including repair and replacement parts for same worn on or in the body to:

- A. Artificially replace a missing portion of the body;
- B. Prevent or correct physical deformity or malfunction; or
- C. Support a weak or deformed portion of the body.

“Purchaser” means a person to whom a sale of property is made or to whom a service is furnished (see also Buyer).

“Quarter” means trimonthly periods of a calendar year; January-March, April-June, July-September, and October-December.

“Receive or Receipt” means

- A. Taking possession of property;
- B. Making first use of services;

C. Taking possession or making first use of digital goods, whichever comes first.

The terms “receive” and “receipt” do not include possession by a shipping company on behalf of the purchaser.

“Remote Seller” means a Seller making sales or services received or delivered within the State of Alaska, by internet, mail order, or telephone, without having a physical presence in a taxing jurisdiction, or conducting business between taxing jurisdictions.

“Resale of Services” means sales of intermediate services to a business the charge for which will be passed directly by that business to a specific buyer.

“Sale or retail sale” means any sale for any purpose other than for resale.

“Sales or Purchase price” means the total amount of consideration, including cash, credit, property, and services, for which personal property or services are sold, leased, or rented, valued in money, whether received in money or otherwise, without any deduction for the following:

- A. The seller's cost of the property sold;
- B. The cost of materials used, labor or service cost, interest, losses, all costs of transportation to the seller, all taxes imposed on the seller, and any other expense of the seller;
- C. Charges by the seller for any services necessary to complete the sale, other than delivery and installation charges;
- D. Delivery charges;
- E. Installation charges; and
- F. Credit for any trade-in, as determined by state law.

“Sales-Type Lease” means at lease commencement, (1) the lease transfers ownership of the underlying property, goods, or services to the lessee by the end of the lease term; (2) the lease grants the lessee an option to purchase the underlying property, goods, or services that the lessee is reasonably certain to exercise; (3) the lease term is for the major part of the remaining economic life of the underlying property, goods, or services. However, if the commencement date falls at or near the end of the economic life of the underlying property, goods, or services, this criterion shall not be used for purposes of classifying the lease; (4) the present value of the sum of the lease payments and any residual value guaranteed by the lessee that is not already reflected in the lease payments equals or exceeds substantially all of the fair value of the underlying property, goods, or services; (5) the underlying property, goods, or services is of such a specialized nature that it is expected to have no alternative use to the lessor at the end of the lease term.

“Seller” means: (1) a person making sales of property or services.

“Senior citizen” means any individual defined by a taxing jurisdiction as qualifying for an age-based exemption from sales tax.

“Services” means all services of every manner and description, which are performed or furnished for compensation, and delivered electronically or otherwise outside the taxing jurisdiction (but excluding any that are rendered physically within the taxing jurisdiction, including but not limited to:

- A. Professional services;
- B. Services in which a product or sale of property may be involved, including property made to order;
- C. Utilities and utility services not constituting a sale of personal property, including but not limited to sewer, water, solid waste collection or disposal, electrical, telephone services and repair, natural gas, cable or satellite television, and Internet services;
- D. The sale of transportation services;
- E. Services rendered for compensation by any person who furnishes any such services in the course of his trade, business, or occupation, including all services rendered for commission;
- F. Advertising, maintenance, recreation, amusement, and craftsman services.

“Software downloads” means software, applications, services and other digital programming for computers, tablets, smartphones and other electronic devices. This includes online subscriptions or purchases of news services, publications, audio books and other similar electronic versions of printed materials.

“Software maintenance contracts” means a contract that obligates a vendor of computer software to provide a customer with future updates or upgrades to computer software, support services with respect to computer software or both.

A “mandatory computer software maintenance contract” is a computer software maintenance contract that the customer is obligated by contract to purchase as a condition to the retail sale of computer software.

An “optional computer maintenance contract” is a computer software maintenance contract that a customer is not obligated to purchase as a condition to the retail sale of computer software.

“Streaming services” means digital content provided online for on-demand consumption rather than downloadable consumption. This typically includes, but is not limited to, video and audio files.

“Tobacco” means cigarettes, cigars, chewing or pipe tobacco, or any other item that contains tobacco.

“Transferred electronically” means obtained by the purchaser by means other than tangible storage media.

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

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

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

PASSED IN FIRST READING: _____, 2019

PASSED IN SECOND READING: _____, 2019

Stephen Prysunka, Mayor

ATTEST: _____

Kim Lane, Borough Clerk

Yes: _____

No: _____

Absent: _____

Abstaining: _____

CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	October 22, 2019
	<u>Agenda Section</u>	13

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

<p><u>SUBMITTED BY:</u></p> <p>Aleisha Mollen, Accounting Generalist</p>	<p><u>FISCAL NOTE:</u></p> <p>Expenditure Required: \$0 Total</p> <table style="width: 100%;"> <tr> <td style="width: 33%;">FY 20: \$</td> <td style="width: 33%;">FY 21: \$</td> <td style="width: 33%;">FY22: \$</td> </tr> </table> <p>Amount Budgeted:</p> <table style="width: 100%;"> <tr> <td style="width: 33%;"></td> <td style="width: 66%;">FY20 \$0</td> </tr> </table> <p>Account Number(s):</p> <table style="width: 100%;"> <tr> <td style="width: 33%;"></td> <td style="width: 66%;">N/A</td> </tr> </table> <p>Account Name(s):</p> <table style="width: 100%;"> <tr> <td style="width: 33%;"></td> <td style="width: 66%;">N/A</td> </tr> </table> <p>Unencumbered Balance(s) (prior to expenditure):</p> <table style="width: 100%;"> <tr> <td style="width: 33%;"></td> <td style="width: 66%;">\$N/A</td> </tr> </table>	FY 20: \$	FY 21: \$	FY22: \$		FY20 \$0		N/A		N/A		\$N/A
FY 20: \$	FY 21: \$	FY22: \$										
	FY20 \$0											
	N/A											
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	\$N/A											

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

ATTACHMENTS: 1. Proposed Res 10-19-1494; 2. Intergovernmental Agreement

RECOMMENDATION MOTION:

Move to Approve Resolution 10-19-1494.

SUMMARY STATEMENT:

Prior to the September 24th meeting, a workshop was held to discuss the efforts to form a statewide remote sales tax authority. As requested by the Assembly the Resolution to accept the Intergovernmental Agreement and join the Alaska Remote Sellers Sales Tax Commission is being brought forward at this meeting as well as a proposed ordinance for remote seller sales tax.

This resolution gives the City & Borough of Wrangell the authority to join into the Commission and gives either the Borough Manager or the Mayor the authority to sign the Intergovernmental Agreement on its behalf. We will also need to designate someone to be the City & Borough of Wrangell's representative on the Commission and this resolution gives that authority to either the Borough Manager, Mayor, Finance Director, or Accounting Generalist.

One unanswered question that the Assembly had at the September 24th worksession was regarding the data that we would have access to. Staff have confirmed that there is an online portal through MuniRevs that each participating municipality will have access to. That portal will have information on the sales tax returns that have been received, payments that have been sent to the CBW, and the fees the CBW is paying associated with those payments.

CITY AND BOROUGH OF WRANGELL, ALASKA

RESOLUTION No. 10-19-1494

A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AUTHORIZING THE CITY & BOROUGH OF WRANGELL TO JOIN THE ALASKA REMOTE SELLER SALES TAX COMMISSION FOR THE PURPOSE OF DEVELOPING, IMPLEMENTING, AND ENFORCING A REMOTE SELLERS SALES TAX CODE

Whereas, the inability to effectively collect sales tax on sales of property, products or services transferred or delivered into Alaska in response to orders placed electronically by consumers with remote sellers, is significantly eroding the sales tax base of communities, causing revenue losses and imminent harm to residents through the loss of critical funding for local public services and infrastructure; and

Whereas, the harm from the loss of revenue is especially serious in Alaska because the state has no broad-based tax, and sales tax revenues are essential in funding the provision of services by local governments; and

Whereas, the failure to collect tax on remote sales creates market distortions by creating tax shelters for businesses that limit their physical presence in the state or cities and boroughs but still sell their goods and services to their consumers, something that becomes easier and more prevalent as technology continues to advance; and

Whereas, the structural advantages for remote sellers, including the absence of point-of-sale tax collection, along with the general growth of online retail, make clear that erosion of the sales tax base is and has been occurring and is a growing problem that is likely to only worsen in the near future; and

Whereas, remote sellers who make a substantial number of deliveries into or have large gross revenues from Alaska benefit extensively from the Alaska market, affecting the economy generally, as well as local infrastructure; and

Whereas, given modern computing and software options, it is neither unusually difficult nor burdensome for remote sellers to collect and remit sales taxes associated with sales into Alaska taxing jurisdictions; and

Whereas, the recent decision by the United States Supreme Court in *South Dakota v. Wayfair* allows for the amendment of the sales tax code to account for remote sellers who do not have a physical presence in either the state of Alaska or within the City & Borough of Wrangell, but do have a taxable connection with the state of Alaska and the City & Borough of Wrangell; and

Whereas, the decision in *South Dakota v. Wayfair* provided guidance that included the defensibility of a single-level statewide administration of remote sales tax collection and remittance; and

Whereas, in order to implement a single-level statewide sales tax administration, it is the intent of local taxing jurisdictions within Alaska to establish an intergovernmental entity known as the Alaska Remote Seller Sales Tax Commission (the “Commission”); and

Whereas, the function and powers of the Commission will be set forth under the Alaska Intergovernmental Remote Seller Sales Tax Agreement (the “Agreement”), a cooperative agreement between Commission members; and

Whereas, under the terms of the Agreement, in order to maintain membership in the Commission, the City & Borough of Wrangell will be required to adopt certain uniform code provisions for the collection and remittance of municipal sales tax applicable to sales made by remote seller; and

Whereas, once adopted, the administration of remote sales tax collection and remittance will be delegated to the Commission; and

Whereas, the intent of the Agreement is to enable Alaska’s taxing jurisdictions to levy their municipal sales tax to the maximum limit of federal and state constitutional doctrines.

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

Section 1. **Authorization.** The Assembly of the City & Borough of Wrangell, Alaska authorizes the Manager and or Mayor to negotiate, execute, and submit all necessary documents to obtain and maintain membership in the Alaska Remote Seller Sales Tax Commission.

Section 2. **Representation.** The Assembly of the City & Borough of Wrangell designates the Manager/Mayor/Finance Director/Accounting Generalist as the City & Borough of Wrangell’s representative on the Commission.

Section 3. **Scope of Agreement.** The Alaska Intergovernmental Remote Seller Sales Tax Agreement is included as Attachment A, and incorporated herein by reference.

Section 4. **Effective Date.** This resolution shall become effective upon adoption and the adoption of Ordinance 969.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA THIS 22nd DAY OF OCTOBER, 2019.

CITY & BOROUGH OF WRANGELL

Stephen Prysunka, Mayor

ATTEST: _____
Kim Lane, Borough Clerk

Alaska Intergovernmental Remote Seller Sales Tax Agreement

FINAL DRAFT

October 11, 2019

Alaska Intergovernmental Remote Seller Sales Tax Agreement

This Agreement is made and entered into by the signatories representing Alaska's cities and boroughs to enable them to implement single-level, statewide administration of remote sales tax collection and remittance. The provisions of the Agreement do not apply to administration and collection of sales taxes for the sales of goods and services originating from within the boundaries of a member municipality nor does this Agreement restrict how a member municipality administers and collects sales tax on such sales, nor on sales made by those retailers with a physical presence in the municipality. The authority to set rates and exemptions is maintained by the member municipality.

Article I. Background Principles.

1. The signatories wish to enable local governments to benefit from opportunities for collection of existing sales tax on sales made by remote sellers. Remote sellers are sellers who sell, often through the internet, products or services in a taxing jurisdiction without having a physical presence in the taxing jurisdiction.
2. The collection of remote sales tax provides a level playing field for local businesses and strengthens the ability of local governments to provide public services and infrastructure.
3. The signatories are particularly mindful of the specific holding in, and implications of, the Supreme Court's *South Dakota v. Wayfair* decision, which provides guidance relative to nexus and the legal defensibility of a single-level statewide administration that reduces or removes potential burdens to interstate commerce.
4. Alaska's local governments have the authority to enter into intergovernmental agreements and applicable taxing authority has been delegated to organized boroughs and cities.
5. The signatories desire to establish an intergovernmental entity to enable cooperative centralized administration of sales tax collection, remittance, and enforcement on sales made by remote sellers.

Article II. Purpose.

The purpose of this Agreement is to:

1. Enable cooperative centralized administration of sales tax collection, remittance, and enforcement on sales made by remote sellers using a single statewide intergovernmental entity;
2. Provide for and promote reasonable uniformity and compatibility in significant components of local sales tax levy and collection on sales made by remote sellers and marketplace facilitators in order to facilitate streamlined joint administration; and
3. Facilitate taxpayer and tax collector convenience and compliance in the filing of tax returns, the payment of tax, and in other phases of tax administration of sales made and services provided by remote sellers and marketplace facilitators.

Article III. Definitions.

As used in this Agreement:

1. “Commission” means the Alaska Remote Seller Sales Tax Commission established pursuant to this Agreement.
2. “Local Government” means any home rule, first class, or second class borough, or any home rule, first class, or second class city, or unified municipality in Alaska.
3. “Member” means a Local Government signatory to this Agreement.
4. “Remote seller” means any corporation, partnership, firm, association, governmental unit or agency, or person acting as a business entity that sells property or products or performs services in the State of Alaska or a taxing municipality in the state, using the internet, mail order, or telephone, without having a physical presence in the state or taxing municipality.
5. “Sales tax” means a tax imposed with respect to the transfer for a consideration of ownership, possession, or custody of property or the rendering of services measured by the price of the property transferred or services provided.
6. “Marketplace facilitator” means a person that provides for sellers a platform to facilitate for consideration, regardless of whether deducted as fees from the transaction, the sale of the seller’s products or services (excluding lodging and rentals) through a physical or electronic marketplace operated by the person, and engages:
 - a. Directly or indirectly, through one or more affiliated persons in any of the following:
 - i. Transmitting or otherwise communicating the offer or acceptance between the buyer and seller;
 - ii. Owning or operating the infrastructure, electronic or physical, or technology that brings buyers and sellers together;
 - iii. Providing a virtual currency that buyers are allowed or required to use to purchase products from the seller; or
 - iv. Software development or research and development activities related to any of the activities described in (b) of this subsection (3), if such activities are directly related to a physical or electronic marketplace operated by the person or an affiliated person;
 - b. In any of the following activities with respect to the seller's products:
 - i. Payment processing services;

- ii. Fulfillment or storage services;
- iii. Listing products for sale;
- iv. Setting prices;
- v. Branding sales as those of the marketplace facilitator;
- vi. Order taking;
- vii. Advertising or promotion; or
- viii. Providing customer service or accepting or assisting with returns or exchanges.

Article IV. The Commission.

1. Organization and Management.

- a. The Alaska Remote Seller Sales Tax Commission (the “Commission”) is hereby established as an intergovernmental entity in the state of Alaska. It will be comprised of one designated representative from each Member, who shall have the authority to act on the Member’s behalf.
- b. Each Member will be entitled to one vote.
- c. To assist conducting business when the full Commission is not meeting, the Commission will annually elect a Board of Directors of seven members, including officers. The Board of Directors will act subject to the provisions of this Agreement and as provided in the bylaws of the Commission, as ratified by the members.
- d. No action will be binding unless approved by a majority of the Directors present at a meeting.
- e. The Commission will adopt an official logo.
- f. The Commission will hold an annual meeting rotating the location of the meeting each year, with telephonic participation provided for, in addition to scheduled regular meetings and special meetings as provided by its bylaws. Notices of special meetings must include the reasons for the meeting and the items to be considered.
- g. The Commission will elect annually, from among its members, a Chairman, a Vice Chairman, and a Secretary/Treasurer. The bylaws of the Commission shall provide for nomination and election of officers.
- h. The Commission will contract at formation for support and administrative

functions with the Alaska Municipal League (AML). The Executive Director of the AML will serve as a liaison between the Commission and AML and may appoint necessary staff support. This provision will be revisited within three years of legal formation of the Commission.

- i. The Commission may contract for supplies and professional services, and delegates to AML the same ability on its behalf.
- j. To carry out any purpose or function, the Commission may accept and utilize donations and grants of money, equipment, supplies, materials and services, conditional or otherwise, from any Member or governmental entity.
- k. The Commission may establish one or more offices for the transacting of its business. Upon formation, its registered office and place of business will be the Alaska Municipal League at One Sealaska Plaza, Suite 200, Juneau, AK 99801.
- l. The Members will adopt the initial bylaws of the Commission. The Commission will make its bylaws easily accessible for Members and prospective members. The power to adopt, alter, amend or repeal bylaws is vested in the Board of Directors unless it is reserved to the Members per the bylaws. The bylaws shall contain provisions for the regulation and management of the affairs of the Commission not inconsistent with this Agreement.
- m. The Commission will provide annual reports to its members covering its activities for the preceding fiscal year. The Commission may make additional reports.

2. Committees.

- a. In furtherance of its activities, the Commission may establish advisory and technical committees by a majority vote of the membership body. Membership on a technical committee, may include private persons and public officials. Committees may consider any matter of concern to the Commission, including issues of special interest to any member and issues pertaining to collection of sales tax on behalf of members.
- b. The Commission may establish additional committees by a majority vote of the membership or Board of Directors as its bylaws may provide.
- c. Committees may not take any action but may recommend action to the Board of Directors for consideration.

3. Powers.

In addition to powers conferred elsewhere in this Agreement and in the bylaws, the Commission may:

- a. Study federal, state and local sales tax systems, and particular types of state and local taxes.

- b. Develop and recommend proposals to promote uniformity and compatibility of local sales tax laws with a view toward encouraging the simplification and improvement of local tax law and administration.
 - c. Compile and publish information to support and assist members in implementing the Agreement or assist taxpayers in complying with local government sales tax laws.
 - d. Do all things necessary and incidental to the administration of its functions pursuant to this Agreement, including:
 - i. Sue and be sued.
 - ii. Administer provisions of uniform sales tax ordinances pursuant to authority delegated by Members
 - f. The Commission may create and adopt policies and procedures for any phase of the administration of sales tax collection and remittance in accordance with this Agreement and the Commission's bylaws, including delegated authority to administer taxation or prescribing uniform tax forms. Prior to the adoption of any policy, the Commission will:
 - 1. As provided in its bylaws, hold at least one meeting after due notice to all affected members and to all taxpayers and other persons who have made timely requests to the Commission for advance notice of its policy-making proceedings.
 - 2. Afford all affected members and interested persons an opportunity to submit relevant written comments, which will be considered fully by the Commission.
 - g. The Commission will submit any policy adopted by it to the designated representative of all Members to which they might apply. Each such Member will in turn consider any such policy for adoption in accordance with its own laws and procedures.
4. Finance.
- a. At least 90 days prior to the start of a new fiscal year, the Board of Directors will adopt a budget of its estimated expenditures for the upcoming fiscal year and submit to Members.
 - b. The Commission will follow a July 1 to June 30 fiscal year.
 - c. The Commission's budgets must contain specific recommendations for service fees built into statewide administration. Service fees will account for direct staff and software costs, and indirect costs, as justifiable to the Board of Directors.
 - d. The Commission will not pledge the credit of any member. The Commission may

meet any of its obligations in whole or in part with funds available to it, provided that it takes specific action to set aside such funds prior to incurring any obligation to be met in whole or in part in such manner. Except where the Commission makes use of funds available to it, the Commission may not incur any obligation prior to the allocation and commitment of funds adequate to meet the same.

- e. The Commission must keep accurate accounts of all receipts and disbursements. The receipts and disbursements of the Commission will be subject to the audit and accounting procedures established under its bylaws. All receipts and disbursements of funds handled by the Commission will be audited annually by a certified public accountant and the report of the audit will be included in and become part of the annual report of the Commission to Members.
- f. The accounts of the Commission will be open at any reasonable time for inspection by duly constituted officers of the Members, the State of Alaska, and by any persons authorized by the Commission.
- g. Nothing contained in this Article may be construed to prevent Commission compliance with laws relating to audit or inspection of accounts by or on behalf of any government contributing to the support of the Commission.

Article V. Membership Requirements; Remote Seller Sales Tax Code.

- 1. To obtain and retain full membership, the Local Government must submit either an Ordinance or Resolution authorizing entry into the Agreement, including to:
 - a. Designate the individual at the municipality that may execute initial binding documents on behalf of the municipality and who will be the Member's representative on the Commission.
- 2. Once the Commission adopts its bylaws and adopts a uniform Remote Sellers Sales Tax Code, members must submit an Ordinance or Resolution that:
 - a. Delegates remote seller sales tax registration, exemption certification, collection, remittance, and audit authority to the Commission.
 - b. Within one hundred twenty (120) days, adopts, by reference or otherwise, the Remote Seller Sales Tax Code in its entirety as it pertains to collection of sales tax from remote sellers and marketplace facilitators. The Remote Seller Sales Tax Code is provided as "Addendum A".
- 3. To retain full membership status, changes made to the Agreement or Code should be ratified by the Member within one hundred twenty (120) days of the date the Commission adopts the change.
- 4. The Member must provide notice of tax or boundary changes to the Commission and must assure the Commission of the accuracy of rates and exemptions. Rate and exemption

changes will take effect within thirty (30) days of the date the Commission receives notice of the tax or boundary change.

Article VI. Sales Tax Collection and Administration.

1. Collection; Registration; Remittance.

- a. Every remote seller and marketplace facilitator meeting the Threshold Criteria of one hundred thousand (\$100,000) in annual sales or 100 annual transactions occurring in Alaska during the current or previous calendar year, shall collect sales taxes from the buyer at the time of sale or service and shall transmit the sales taxes collected to the Commission on a monthly or quarterly basis.
- b. The Commission will remit and report to Members by the last business day of the month.
- c. A remote seller or marketplace facilitator meeting the Threshold Criteria shall apply for a certificate of sales tax registration within thirty (30) calendar days of the adoption of this Remote Seller Sales Tax Code and/or within thirty (30) calendar days of meeting the threshold, whichever occurs later. Registration shall be to the Commission on forms prescribed by the Commission as set out in the remote seller sales tax code.
- d. Upon receipt of a properly executed application, the Commission shall issue the applicant a certificate of registration, stating the legal name of the seller, the primary address, and the primary sales tax contact name and corresponding title. A list of registered sellers in good standing shall be distributed to Members, made public and available on the Commission's webpage.

2. Returns; Confidentiality.

- a. The Commission will provide all sales tax return information to the taxing jurisdiction, consistent with local tax codes.
- b. All returns, reports and information required to be filed with the Commission under this Code, and all information contained therein, shall be kept confidential and shall be subject to inspection only by:
 - i. Employees and agents of the Commission and taxing jurisdiction whose job responsibilities are directly related to such returns, reports and information;
 - ii. The person supplying such returns, reports and information; or
 - iii. Persons authorized in writing by the person supplying such returns, reports and information.

3. Title; Penalty and Interest; Overpayment.

- a. Upon collection by the seller, title to the sales tax vests in the Commission and the member on whose behalf the original tax arose. The Commission shall act as a third-party trustee and remit taxes collected on behalf of the member no later than thirty (30) days after each filing deadline.
 - b. The Remote Sellers Sales Tax Code shall establish the per annum interest rate and any applicable penalties for late or non-compliant remote sellers.
 - c. Upon request from a buyer or remote seller the Commission shall provide a determination of correct tax rate and amount applicable to the transaction. In the case of an overpayment of taxes, the remote seller shall process the refund and amend any returns accordingly.
4. Audit; Compliance and Enforcement.
- a. The Commission shall have sole audit authority and will make final determinations regarding: (1) whether a remote seller or marketplace facilitator meets Threshold criteria; (2) the accuracy of returns filed by a remote seller or marketplace facilitator with the Commission; and (3) whether a remote seller or marketplace facilitator filing returns with the Commission is in compliance with collection and remittance obligations.
 - b. The Commission shall have authority to enforce issues relating to the Remote Sellers Sales Tax Code including, but not limited to, the collection of late fees and penalties, and filing of civil suits and injunctions.

Article VII. Entry into Force and Withdrawal.

- 1. This Agreement will be in force and effective when formally approved by any seven signatories and will terminate if membership falls below seven.
- 2. Any Member may withdraw from this Agreement through ordinance or resolution rescinding signatory action and giving notice to the Commission of the effective date of the ordinance, with a minimum of 30 days' notice. Withdrawal will not affect any liability already incurred by or chargeable to a Member prior to the effective date of such withdrawal. The obligations of the Commission to remit and report remain until no longer necessary.

Article VIII. Effect on Other Laws and Jurisdiction.

Nothing in this Agreement may be construed to:

- 1. Affect the power of any local government to fix rates or tax exemptions, except that all members must adopt and implement the Commission's common definitions and tax code changes or demonstrate parity or non-applicability.

2. Withdraw or limit the authority of local government with respect to any person, corporation, or other entity or subject matter, except to the extent that such authority is expressly conferred by or pursuant to this Agreement upon another agency or body.
3. Supersede or limit the jurisdiction of any court of the State of Alaska.

Article IX. Construction and Severability.

This Agreement shall be liberally construed so as to effectuate its purposes. The provisions of this Agreement shall be severable and if any phrase, clause, sentence, or provision is declared or held invalid by a court of competent jurisdiction, the validity of the remainder of this Agreement and its applicability to any government, agency, person or circumstance will not be affected. If any provision of this Agreement is held contrary to the charter of any member, the Agreement will remain in full force and effect as to the remaining members and in full force and effect as to the Member affected in all other provisions not contrary to charter.

CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	October 22, 2019
	<u>Agenda Section</u>	13

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

SUBMITTED BY:

Rod Rhoades – Electrical Utilities
Superintendent

Lisa Von Bargaen, Borough Manager

FISCAL NOTE:

Expenditure Required: \$522,524(Authorized by this resolution)

FY 19 Actual: \$42,659.89	FY 20 YTD: \$180,791	FY 20 Estimated: \$522,524
------------------------------	-------------------------	----------------------------------

Amount Budgeted:

FY20: \$211,000

Account Number(s):

70300-202-7900-00-70001

Account Name(s):

Electric Fund CIP Power Generation
Solution Project

Unencumbered Balance(s) (prior to expenditure):

\$3,272,002 Electric Reserves
\$30,209 Project CIP Account

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. 10-19-1495

RECOMMENDATION MOTION:

Move to Approve Resolution No. 10-19-1495.

BACKGROUND STATEMENT:

The lack of reserve power generation was identified in late FY 2019. It was determined that the existing four (4) generators were marginally adequate to meet the power needs of the community of Wrangell, but in the event of a generator failure there would not be enough generator power available to meet the current levels of power require during times of high demand.

In April of 2019 the estimated project budget was reported as follows:

Prepping Units for Shipping (w/staff):	\$26,750
Barge Shipping from Nome to WRG (both units):	\$61,000
Ebay Container & Shipping:	\$135,000
Exciter for One Unit:	\$60,000
System Interconnections:	\$67,000
Powerhouse Prep & Container Site Prep:	\$20,000
Commissioning (both units):	<u>\$45,000</u>
Total Estimate (with no contingency):	\$414,750

Budget Amendment Resolution 04-19-1449 was passed by the Assembly on April 9, 2019 amending the FY 2019 Budget in the Electric Fund by authorizing \$135,000 in funding for the initial phase of the Power Generation Solution Project. That amount was initially authorized to cover the cost of purchasing and shipping of the containerized generator out of Barstow California (\$75,000 to purchase, \$60,000 estimated shipping, total \$135,000). Due to complications finding an adequate trailer for the containerized generator, the generator is now planned for shipping to Wrangell in the next couple of weeks.

On May 14, 2019 the Assembly passed Resolution 05-19-1463 authorizing an additional \$61,000 for the project to cover the cost of shipping the generators from Nome to Wrangell. This brought the total authorized expenditure for the project in FY 2019 to \$196,000.

Actual project expenses in FY 2019 only totaled \$42,659.89. The breakdown by category of expenditure for FY 19 is as follows:

	<u>Actual</u>	<u>Orig. Est.</u>
Prepping Units for Shipping (w/ staff):	\$22,659.89	\$26,750
Purchase of Nome Fuel Centrifuge (Unexpected Opportunity):	<u>\$20,000.00</u>	\$0
Total:	\$42,659.89	

The difference between the FY 2019 authorized expenditures of \$196,000 and the actual amount spent of \$42,659.89 went into the Electric Fund balance at the close of the FY 2019 fiscal year on June 30. The return to fund balance was \$153,340.11. The FY 2020 Budget includes only a \$211,000 authorization for expenditures on the project anticipating more would have been spent in FY 2019.

Year-to-date expenditures in FY 2020 equal \$180,791 and the breakdown by category of expenditure for FY 2020 YTD is as follows:

	<u>Actual</u>	<u>Orig. Est.</u>
Barge Shipping from Nome to Wrangell:	\$50,883	\$61,000
Ebay (Barstow) Container Purchase:	\$75,000	\$75,000

Trailer for Ebay (Barstow) Container Purchase:	\$11,000	\$0
Powerhouse Prep-Interior Pad:	\$17,055	\$20,000
Purchase of Used 10,000 Gallon Fuel Tank (w/ shipping):	\$25,637.50	\$0
Construction of Shelves for Nome Spare Parts:	<u>\$1,215.50</u>	\$0
Total FY 2020 YTD:	\$180,791	

This resolution is before the Assembly to authorize the transfer of funds from the Electric Fund Reserve and authorize the expenditure of the funding necessary to complete the full Power Generation Solution Project. The total amount of additional funding (including a 10% contingency) is estimated at \$478,541. The breakdown by category is below. This breakdown is different than the categories included in the original estimate, so original estimate costs are not included next to each category.

	<u>Current Est.</u>	<u>Orig. Est.</u>
Ebay (Barstow) Container Shipping:	\$58,000	\$35,000
Powerhouse Prep-Exterior:	\$37,000	\$0
Concrete Pads for Fuel Tank & Radiator:	\$15,000	\$0
Generator Exhaust (Muffler):	\$20,000	\$0
Cooling System:	\$10,000	\$0
Site Work (Pad) for Ebay (Barstow) Container:	\$2,500	\$0
Interconnection for Ebay (Barstow) Container:	\$20,000	\$20,000
Commissioning, Connections, Exciter Unit:	<u>\$340,012</u>	\$152,000
Sub-Total:	\$502,512	
Contingency @ 10%:	\$50,251	
Total:	\$552,763	
 FY 2020 Total Estimated Remaining Project Cost:	 \$552,763	
FY 2020 Unencumbered Balance of Project Funds:	<u>-\$30,209</u>	
Total Transfer from Reserves Requested:	\$522,524	

Resolution 10-19-1495 authorizes the transfer of funds and the expenditure of said funds. **However, the Assembly will note the amount in the title of the resolution on the original agenda was \$543,000. The correct amount of funding is \$522,524 and not \$543,000 as was originally indicated.**

The remaining summary in the agenda statement provides a project status update.

The 'Nome' Generators have arrived in Wrangell. The 2.5 MW Generator sits in place within the Powerhouse. The 1.5 MW Generator is in dry storage awaiting the arrival of the 'Containerized' Generator located in Barstow, California.

Efforts are on-going to install all the ancillary systems associated with the 2.5MW Generator, the largest of which, is the Electrical Interconnection/Commissioning piece.

The Electrical Interconnection/Commissioning piece has proved to be more costly than originally estimated. There are several reasons for these additional costs:

1. A visit by our vendor proved that the components brought from Nome would not be adequate to tie the 2.5 MW Generator into our existing line up.
2. This visit also revealed several 'discovery' items at the Wrangell Power Plant that were not foreseen, such as, access to the busing bars required to connect the generator to the existing 'grid'.
3. Due to the way the Nome generators were disconnected and the lack of interconnection diagrams and schematics, installation here in Wrangell would require a very expensive as-built and reverse-engineering effort. Our electrical engineering consultant was instructed not to include an as-built and reverse-engineering effort, but to simply engineer our interconnection/control basic requirements.

The approval of Resolution No. 10-19-1495 will provide the funds necessary to:

1. Move the Barstow Generator to Wrangell;
2. Complete the ancillary systems, i.e., Fuel, Air-start, Exhaust and Coolant Systems;
3. Complete the Electrical Interconnections/Commissioning;
4. Place the 1.5 MW Generator in a ready Stand-by position.

CITY AND BOROUGH OF WRANGELL, ALASKA

RESOLUTION NO. 10-19-1495

A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE FY 2020 BUDGET IN THE ELECTRIC FUND BY TRANSFERRING \$522,524 FROM ELECTRIC FUND RESERVES TO THE ELECTRIC FUND CIP POWER GENERATION SOLUTION PROJECT ACCOUNT AND AUTHORIZING ITS EXPENDITURE

WHEREAS, the City and Borough of Wrangell, Alaska's Resolution No. 10-19-1493 adopted the budget for all funds of the City and Borough of Wrangell, Alaska for the fiscal year 2019-2020; and

WHEREAS, the Wrangell Municipal Code requires that the Borough Assembly approve any budget amendments over those amounts adopted; and

WHEREAS, staff recommends a budget amendment in the Electric Fund by transferring \$522,524 from Electric Fund Reserves to the Capital Improvement Project Account for the Power Generation Solution Project.

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

Section 1: The FY 2020 Budget in the Electric Fund is amended by transferring \$522,524 from Electric Fund Reserves to the Capital Improvement Project Power Generation Solution Project Account (70300-202-7900-00-70001) and authorizing its expenditure for completion of the project.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA this 22th Day of October, 2019.

CITY & BOROUGH OF WRANGELL, ALASKA

Steve Prysunka, Mayor

ATTEST: _____
Kim Lane, Borough Clerk

CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	October 22, 2019
	<u>Agenda Section</u>	13

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

SUBMITTED BY:

Rod Rhoades – Electrical Utilities
Superintendent

FISCAL NOTE:

Expenditure Required: \$340,012 Total

FY 20: \$340,012	FY 21: \$	FY22: \$
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Amount Budgeted:

FY20 \$0

Account Number(s):

70300-202-7900-00-70001

Account Name(s):

Electric Fund CIP Power Generation
Solution Project

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

\$552,763 Following Approval of Res. No.
10-19-1496

Reviews/Approvals/Recommendations

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

ATTACHMENTS: 1. EPS' October 7, 2019 proposal for EMD Interconnection and Commissioning.

RECOMMENDATION MOTION:

Move to Approve a Sole Source Professional Service Agreement with Electric Power Systems, Inc. in conformance with Wrangell Municipal Code Section 5.10.050 F in the amount of \$340,012 for the Power Generation Solutions Project.

SUMMARY STATEMENT:

Per Wrangell Municipal Code, Section 5.10.050 F, competitive bidding or quotations are not required when "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." Wrangell's use of Sole Source purchases is limited only to those specific instances, which are justified to satisfy compatibility or technical performance needs. This request represents such a need.

Electric Powers Systems (EPS) has long provided electrical engineering services to the City and Borough of Wrangell. It has been confirmed that the professional relationship with EPS can be documented to as early as 2001 with superb customer service, and excellent electrical engineer services.

EPS holds and maintains an extensive technical data base for Wrangell Municipal Light and Power, which includes diagrams and schematics of WML&P's power generation and distribution system, as well as the Control Logic for WML&P's control systems. Further, EPS recently upgraded WML&P's power generation controls, providing a smoother, more reliable way of controlling our four generators when they run together. EPS is familiar with Wrangell's specific EMD generators. EPS has the technical ability to successfully engineer, install a complete interconnection package and commission WML&P's newest generator, the 20-cylinder generator from Nome.

Funding for this engineering work is provided for through Resolution No. 10-19-1496, pending approval on October 22, 2019, which serves to allocate project funds to the FY 2020 Budget for the Power Generation Solutions Project, which identifies this scope of work for the engineering and implementation of the electrical interconnection and commissioning of the fifth generator as a part of its project costs.

This contract will complete the Engineering, Interconnection, and Commissioning of the Nome 20 Cylinder (2.5 MW) Generator. The proposal from EPS Systems is attached.

Rod Rhoades
Wrangell Municipal Light & Power
Wrangell, Alaska

October 7, 2019

Subject: EMD Upgrades and Installation

Electric Power Systems, Inc. (EPS) is pleased to provide the following proposal to assist with the design and installation of the EMD that has been received from Nome. The unit is an older unit that had been in service in Nome and surplussed to Wrangell Municipal Light & Power (WMLP). EPS has inspected the unit and discussed the installation with WMLP personnel and has made plans to use local craft (wireman) for the installation.

EPS is recommending the engine controls be replaced with modern PLC controls. The existing controls are old hardwired relay logic that was cut loose when decommissioned. There is very little documentation on the existing controls and EPS has assumed it would require extensive as-building and reverse engineering to restore back to service. EPS has upgraded several EMDs in the past using a PLC control system and is recommending the same approach to this unit. The existing relay controls would be demo'd from the control panel and replaced with a PLC. All existing sensors, switches, etc would then be wired to the new PLC. The PLC would be used for engine sequencing, protection, etc. It would also provide the ability for future integration into the SCADA system for remote start/stop features.

The expected scope of work is as follows:

- Design drawings for new PLC engine controlled panel
- Design drawings for integration into WMLP diesel plant (low voltage and medium voltage connections)
- Materials for installation
 - Cable tray
 - Medium voltage cables and terminations
 - Low voltage cables and terminations
 - Woodward DSLC2 for installation into existing switchgear section
- Installation labor
- Installation engineering support (on-site and remote support)
- Startup and commissioning support

EPS assumes WMLP personnel will provide support with material handling, installation and other activities required at the power plant. WMLP will also provide design and installation of all mechanical systems. EPS can support the mechanical installation but it was not included in this estimate.

EPS is providing a time and materials estimate for this work as outlined below. This is a T&M estimate and will be invoiced on actual costs.

Item k.

WRANGELL EMD INSTALLATION		
ITEM	DESCRIPTION	COST
1	Design and Drawings	\$ 23,552
2	PLC/SCADA Integration	\$ 36,560
3	Installation (local craft support)	\$ 82,046
4	Installation Support	\$ 72,390
5	PM/Close Out	\$ 8,232
6	Materials	\$ 75,704
7	Expenses	\$ 10,618
	Contingency (10%)	\$ 30,910
TOTAL		\$ 340,012
Notes:		
	Standby time and weather days are not included and will be billed on a time and material basis.	

Feel free to contact me if you have any questions or concerns.

David Buss
Electric Power Systems, Inc.
(907) 523-3101

CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	October 22, 2019
	<u>Agenda Section</u>	13

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

<p><u>SUBMITTED BY:</u></p> <p>Lisa Von Bargaen, Borough Manager</p>	<p><u>FISCAL NOTE:</u></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="3">Revenue Received: \$11,096 Total</td> </tr> <tr> <td style="width: 33%;">FY 19: \$</td> <td style="width: 33%;">FY 20: \$11,096</td> <td style="width: 33%;">FY21: \$</td> </tr> <tr> <td colspan="3"> </td> </tr> <tr> <td colspan="3">Amount Budgeted:</td> </tr> <tr> <td colspan="3">FY20 \$450,000</td> </tr> <tr> <td colspan="3">Account Number(s):</td> </tr> <tr> <td colspan="3">11000 000 4030</td> </tr> <tr> <td colspan="3">Account Name(s):</td> </tr> <tr> <td colspan="3">Payment in Lieu of Taxes</td> </tr> <tr> <td colspan="3">Unencumbered Balance(s) (prior to expenditure):</td> </tr> <tr> <td colspan="3">\$0 (Full payment expected in June)</td> </tr> </table>	Revenue Received: \$11,096 Total			FY 19: \$	FY 20: \$11,096	FY21: \$				Amount Budgeted:			FY20 \$450,000			Account Number(s):			11000 000 4030			Account Name(s):			Payment in Lieu of Taxes			Unencumbered Balance(s) (prior to expenditure):			\$0 (Full payment expected in June)		
Revenue Received: \$11,096 Total																																		
FY 19: \$	FY 20: \$11,096	FY21: \$																																
Amount Budgeted:																																		
FY20 \$450,000																																		
Account Number(s):																																		
11000 000 4030																																		
Account Name(s):																																		
Payment in Lieu of Taxes																																		
Unencumbered Balance(s) (prior to expenditure):																																		
\$0 (Full payment expected in June)																																		

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

ATTACHMENTS: 1. Settlement Letter; 2. Resolution 10-19-1496

RECOMMENDATION MOTION:

Move to Approve Resolution 10-19-1496.

SUMMARY STATEMENT:

Last year the CBW was offered the opportunity to opt into a class action lawsuit initiated by Kane County, UT against the federal government for the underpayment of PILT (Payment in Lieu of Taxes)

payments for the years 2015-2017. The CBW opted in and as a settlement has been reached, court ordered payments have now been issued.

Administration previously reported to the Assembly that the local Wrangell payment would be \$860. That information was incorrect as that was the underpayment amount for 2017 only. Following are the underpayments for all three years totaling \$16,683.

2015	\$8,952
2016	\$6,871
2017	<u>\$ 860</u>
Total	\$16,683

Of course, class action litigation always comes with attorney fees and litigation expenses. The way that amount was calculated is copied from the legal correspondence, which is attached to the agenda statement, and pasted below. In summary, after attorney fees and litigation expenses, Wrangell is receiving \$11,096 in underpaid PILT revenue. The attached resolution amends the FY 2020 Budget in the General Fund by accepting this unanticipated revenue and authorizing its expenditure.

The FY 2020 Budget estimates full federal PILT revenue in the amount of \$450,000. The CBW received \$469,959 in federal PILT revenue in FY 2019.

Here is how the payment amount was calculated:

1. The attorney fees (\$5,740,607.00) and out-of-pocket litigation expenses (\$26,936.96) awarded by the Court total \$5,767,543.96.
2. Subtracting that total of fees and expenses (\$5,767,543.96) from the total underpayments recovered (\$17,221,821.00) leaves a net recovery of \$11,454,277.04.
3. Dividing the net recovery (\$11,454,277.04) by the total recovery (before deduction of fees and expenses) (\$17,221,821) = 0.665102549 (i.e., 66.5102549%).
4. Your total underpayment of \$16,683 multiplied by 0.665102549 (with result rounded up to next full dollar) = \$11,096.

CITY AND BOROUGH OF WRANGELL, ALASKA

RESOLUTION NO. 10-19-1496

A RESOLUTION OF THE ASSEMBLY OF THE CITY & BOROUGH OF WRANGELL, ALASKA AMENDING THE FY 2020 BUDGET IN THE IN THE GENERAL FUND ACCEPTING UNDERPAID FEDERAL PILT REVENUE IN THE AMOUNT OF \$11,096 RESULTING FROM THE *KANE COUNTY, UT V. UNITED STATES* SETTLEMENT AND AUTHORIZING ITS EXPENDITURE

WHEREAS, the Assembly of the City and Borough of Wrangell approved Resolution No. 06-19-1467 on June 11, 2019 adopting the budget for all funds of the City and Borough of Wrangell, Alaska for the fiscal year 2019-2020; and

WHEREAS, the Wrangell Municipal Code requires that the Borough Assembly approve any budget amendments to the amounts adopted; and

WHEREAS, Administration recommends a budget amendment accepting unanticipated revenue for underpaid Federal PILT payments from 2015-2017 resulting from the *Kane County, UT v. United States* settlement.

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

Section 1: The FY 2020 Budget in the General Fund is amended by accepting underpaid PILT revenue in the amount of \$11,096 into the Payment in Lieu of Taxes Revenue Account (11000 000 4030) and authorizing its expenditure.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA this 22nd DAY OF OCTOBER, 2019.

CITY & BOROUGH OF WRANGELL, ALASKA

Steve Prysunka, Mayor

ATTEST: _____
Kim Lane, Borough Clerk

REPLY TO:

ALAN I. SALTMAN
ATTORNEY AT LAW
aisaltman@smithcurrie.com

October 20, 2019

Aleisha Mollen
P.O. Box 531
Wrangell, Alaska 99929

Re: *Kane County, Utah v. United States* – Class Action Lawsuit
Check in full payment of net share of Judgment for 2015 – 2017 PILT
Underpayments

Ms. Mollen:

Enclosed is a check payable to Wrangell Borough, Alaska in the sum of \$11,096. That is the County's total PILT underpayment in FYs 2015 – 2017 less the pro rata share of attorney fees and reimbursable expenses awarded by the Court.

Here is how the payment amount was calculated:

1. The attorney fees (\$5,740,607.00) and out-of-pocket litigation expenses (\$26,936.96) awarded by the Court total \$5,767,543.96.
2. Subtracting that total of fees and expenses (\$5,767,543.96) from the total underpayments recovered (\$17,221,821.00) leaves a net recovery of \$11,454,277.04.
3. Dividing the net recovery (\$11,454,277.04) by the total recovery (before deduction of fees and expenses) (\$17,221,821) = 0.665102549 (i.e., 66.5102549%).
4. Your total underpayment of \$16,683 multiplied by 0.665102549 (with result rounded up to next full dollar) = \$11,096.



October 20, 2019

Page 2

Item I.

Links to the Judgments showing the underpayment amounts for all class members, and the Order awarding attorney fees and reimbursable expenses to be paid to Smith, Currie & Hancock LLP and deducted from the total recovery before distribution to class members, are posted here:

<https://www.smithcurrie.com/PILTPaymentsInfo/>

Our delivery of the enclosed check concludes Smith, Currie & Hancock LLP's representation of Wrangell Borough, Alaska in this matter.

Sincerely yours,

SMITH, CURRIE & HANCOCK LLP

A handwritten signature in black ink, appearing to read "Alan Saltman", with a stylized flourish at the end.

Alan I. Saltman

Enclosure

CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	October 22, 2019
	<u>Agenda Section</u>	13

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

SUBMITTED BY:

Amber Al-Haddad, Capital Facilities Director

FISCAL NOTE:

Expenditure Required: \$318,264.26

FY 20: \$318,264.26	FY21: \$	FY22: \$
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Amount Budgeted:

	FY20 \$0	
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Account Number(s):

	74310-000-7900	
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Account Name(s):

	Shoemaker Harbor Construction	
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Unencumbered Balance(s) (prior to expenditure):

	See Fiscal Outline below	
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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. Change Order No. 1 for Shoemaker Bay Harbor Rehabilitation project

RECOMMENDATION MOTION:

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

SUMMARY STATEMENT:

The City and Borough of Wrangell (CBW) received a 50%/50% matching grant from the State of Alaska, ADOT Harbor Facility (Matching) Grant Program for those grant eligible project tasks for the Shoemaker Bay Harbor Rehabilitation project. The Harbor Department, through a mix of department-related reserve and replacement funds, provided the remainder of what was required to fund the project. The Harbor funds contributed to the other 50% portion of expenses that were

State grant eligible, as well as 100% of those expenses that were not State grant eligible, i.e. dredging and uplands work.

Considering we are at the end of the project in terms of the original scope of work, we need to adjust the contract for a no-cost change associated with the Corps permit, two small cost changes from earlier in the project, future changes to the scope of work, and line item bid quantity adjustments. All of these contractual changes are included under proposed Change Order No. 1 and are discussed below.

Pursuant to Tamico-RNR JV's request, the US Army Corps of Engineers allowed certain modifications to the permit which was restricting the Contractor's pile driving activities. Since the USACOE permit language was part of the contract regulations, the Corps' allowance for reduced pile driving restrictions was incorporated into the contract as a changed condition.

The Borough Manager previously approved two small RFPs which are associated with changed conditions requested by the CBW. The total of these two RFPs, \$22,699.76, is grant eligible for 50% reimbursement. The work found under RFP #1 and #2 are to be included in Change Order No. 1, to formalize their addition to the contract.

- RFP #1 is in the amount of \$11,599.76 for the installation of additional glulam timber end beams on each end of the gangway landing float and a new bull rail on the gangway end of the float.
- RFP #2 is in the amount of \$11,100 for the removal of the one wheeled 150# halon fire extinguisher and substituting it with additional 50# extinguishers and adding #20 extinguishers as spares. The halon fire extinguisher is difficult to refill locally, and the department's needs are better met with the additional portable fire extinguishers.

Two additional improvements have been designed by PND for inclusion in the project, and were on hold for some time pending information from the DOT Harbor Facility Grant Program in regard to their application of the increased ICAP rate, from 2.48% to 10%, toward our project and its effect on our project funding. The Harbor Facility Grant Program recently indicated that the 10% ICAP rate will apply to the entire amount of grant funds made available for our project, which is currently at \$4,307,954, and that the 10% ICAP fee, equal to \$430,795, will be paid from the \$5,000,000 grant amount set aside for Wrangell. If there is good news to take away from this unexpected project fee, it is that with the State taking the fee from the \$5,000,000 grant funds set aside for our project, the ICAP fees are not expected to impact the Harbor Department's reserve funds, as there will be grant funding remaining, after the application of the grant-eligible change order future work and the full grant amount's 10% ICAP fee.

Tamico-RNR JV has provided cost proposals for RFP #3, for the PND-designed scope of work, as follows:

- RFP #3 is in the amount of \$540,500 and covers two separate pieces of work:
 1. \$360,000 for the replacement of the existing boarding float, adjacent to the drive-down launch ramp. Replacement of this section of the existing harbor was not included in the original replacement design due to the estimated lack of funding during the planning

phase. The Harbor instead budgeted for making in-house improvements to this float. Considering the level of grant funding available and the opportunity to have 50% of the cost covered by the State's matching grant, it is advantageous to replace this float now. This work is eligible for the 50% grant reimbursement by the Harbor Facility Grant Program, including its associated, additional 10% ICAP fee. The other half of the expense would be covered by Harbor Department funds.

2. \$180,500 for improvements to the parking lot. Uplands parking lot work was not included in the original replacement design due to the estimated lack of funding during the planning phase. This uplands construction-related work is *not* eligible for grant reimbursement through the Harbor Facility Grant Program; therefore, full funding is required to be provided from the Harbor Department Funds.

Many line item bid tasks are paid on the basis of lump sum values, while others are paid on the basis of unit prices for the number of units complete. Unit price bid items are then adjusted at the end of the project to account for the actual units complete. This project included several unit price line item tasks that were not fully utilized as anticipated, including unnecessary contingent work items and reduced quantities of dredging and rock work.

- Details for the unused contingent work items' and the unused unit price bid items' adjustments are outlined in the attached Change Order document. The resulting cost change for the adjustments is in a credit amount of \$244,935.50 to the CBW.

FISCAL OUTLINE:

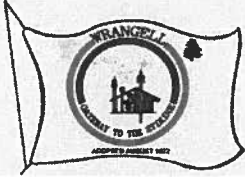
Funds available to cover Change Order No. 1 for the Shoemaker Bay Harbor Rehabilitation project include those from the State Grant and from the Harbor Department Funds, including unused project funds.

	State Grant <u>Funding Source</u>	Harbor Dept. <u>Funding Source</u>
Current Available Unused Project Funding	\$261,251.00	\$199,000.00
Change Order Application to Funding Source:		
Bid Item Adjustments – Return to Fund	\$ 45,467.75	\$199,467.75
RFP #1	(\$ 5,799.88)	(\$ 5,799.88)
RFP #2	(\$ 5,550.00)	(\$ 5,550.00)
RFP #3	<u>(\$180,000.00)</u>	<u>(\$360,500.00)</u>
Total balance for Funding Source after Change Order No. 1 is applied	\$115,368.87	\$ 26,617.87

Based on the Contractor's discussion with the float fabricator regarding their float fabrication schedule, the contract time is proposed to be extended until April 2020 to account for the full scope of additional work for the parking lot and boarding float. The Contractor anticipates completing the parking lot work as soon as possible, following approval of Change Order No 1, in hopes of completing this portion before winter arrives. The float work will require a longer time frame for completion due to the requirements for shop drawings approval, fabrication, inspection, shipping and installation. The fabricator's work schedule is the primary driver of the long lead time for the float.




Contract No./Title: Shoemaker Bay Harbor					
Contractor Name: Tamico / Rock N Road Joint Venture					
Date: October 17th, 2019					
Reference Item No.	Item Description	Unit of Measure	Unit Cost	Quantity	Increase/ (Decrease)
00852	Revised permit conditions from USACE	EA	\$0.00	1	\$0.00
RFP 1	RFP No. 1 - Gangway Landing Float Mods.	LS	\$11,599.76	1	\$11,599.76
2899.5	RFP No. 2 - Delete 150# Halon	EA	\$9,500.00	-1	(\$9,500.00)
2899.6	RFP No. 2 - Add 50# Extinguisher	EA	\$1,800.00	6	\$10,800.00
2899.7	RFP No. 2 - Add 20# Extinguisher with Cabinet and Base	EA	\$1,400.00	7	\$9,800.00
2060.2	Contingent Work - Temporary Float Storage	LS	\$20,000.00	-1	(\$20,000.00)
2205.1	Armor Rock, All Classes	CY	\$85.00	-454.3	(\$38,615.50)
2882.1	Contingent Work - Marine Mammal Work Susp.	HR	\$500.00	-10	(\$5,000.00)
2881.1	Dredging and Upland Disposal	CY	\$70.00	-2200	(\$154,000.00)
2881.2	Load and Haul Shot Rock to Disposal Site	CYVM	\$8.00	-290	(\$2,320.00)
2896.3	Contingent Work - Pile Socket	EA	\$5,000.00	-5	(\$25,000.00)
1505.2	RFP 3 - Mobilization	LS	\$35,000.00	1	\$35,000.00
2060.2	RFP 3 - Demolition and Disposal	LS	\$3,000.00	1	\$3,000.00
2201.1	RFP 3 - Uplands Excavation	CY	\$18.00	2200	\$39,600.00
2202.1	RFP 3 - Shot Rock Borrow, Class A	CY	\$42.00	1200	\$50,400.00
2204.1	RFP 3 - Surface Course Grading C-1	CY	\$65.00	1000	\$65,000.00
2205.02	RFP 3 - Class II Armor Rock Parking Boundary	CY	\$75.00	100	\$7,500.00
2895.13	RFP 3 - Furnish and Install 6'x220' Timber Boarding Float	LS	\$305,000.00	1	\$305,000.00
3301.1	RFP 3 - Furnish and Install Concrete Support Planks	LS	\$22,000.00	1	\$22,000.00
3305.2	RFP 3 - Furnish and Install Concrete Abutment	LS	\$13,000.00	1	\$13,000.00
	TOTAL Increase/(Decrease)in Contract Amount				\$318,264.26



CONTRACT CHANGE ORDER
NO: Item m.
1

Sheet 2 of 3

Contract No./Title: Shoemaker Bay Harbor		
Original Contract Completion Dates:		
Substantial Completion - All Work Except A&B Floats	May 17, 2019	
Substantial Completion - A&B Floats	June 17, 2019	
Final Completion	July 15, 2019	
Days added/subtracted by previous change order: None		
Days added/subtracted for this change order: (See revised completion dates)		
Revised Contract Completion Dates:		
Substantial Completion - All Work Except RFP 3	October 14, 2019	
Final Completion - All Work Except RFP 3	November 14, 2019	
Final Completion - RFP 3 Only	April 20, 2020	
This document is an amendment to the above referenced contract and all provisions of the original contract shall apply hereto:		
Name: _____ Contractor's Title: _____ Date: _____		
Description	Signature	Date
Consultant Firm Representative		10/17/2019
Approved by CBW Project Manager _____		
Amber Al-Haddad		Date



Contract No./Title: Shoemaker Bay Harbor		
CHANGE ORDER COST SUMMARY		
	Amount	Change in Contract Days
Original Contract Bid Amount	\$8,355,240.00	N/A
Change Order No. 1	\$318,264.26	119
Change Order No. 2		
Change Order No. 3		
Change Order No. 4		
Change Order No. 5		
Change Order No. 6		
Change Order No. 7		
Change Order No. 8		
Change Order No. 9		
Change Order No. 10		
Change Order No. 11		
Change Order No.12		
Change Order No. 13		
Change Order No. 14		
Change Order No. 15		
Change Order No. 16		
Change Order No. 17		
Change Order No. 18		
Change Order No. 19		
Change Order No. 20		
Total of All Change Orders	\$318,264.26	
Percentage of Original Contract bid Cost	3.81%	
New Construction contract Total Amount	\$8,673,504.26	

Supporting Documentation



February 6th, 2019

182070

Jimmy Martinsen
Project Marine Superintendent
Tamico/Rock N Road Joint Venture
PO Box 1540
Petersburg, AK 99833

Subject: Revised Permit Conditions

Dear Jimmy:

PND recently received the attached revision to the permit for the Shoemaker Bay Harbor project. This revised permit removes the requirement for all pile driving activities to take place within three hours on either side of the low tide. All other requirements of the original permit remain in force. This revised permit should address the concerns raised in your 12/3/2018 letter concerning the impacts the pile driving restrictions have on your production and safety.

In the coming days, PND will issue Change Order No. 1, which will serve to modify the project contract to include this revised permit, with no changes to the project cost or schedule. Please let me know if you have any questions or concerns about this revised permit or Change Order No. 1.

Sincerely,
PND Engineers, Inc. | Juneau Office

A handwritten signature in black ink, appearing to read "Matthew D. Sill".

Matthew D. Sill, P.E. Senior Engineer

Attachments:

USACE Letter dated 2/5/2019
PND Letter dated 12/11/2018
Tamico Letter dated 12/3/2018

Cc:

Amber Al-Haddad – City and Borough of Wrangell
Sig Burrell – Rock N Road



DEPARTMENT OF THE ARMY
ALASKA DISTRICT, U.S. ARMY CORPS OF ENGINEERS
REGULATORY DIVISION
P.O. BOX 6898
JBER, AK 99506-0898

February 5, 2019

Regulatory Division
POA-1976-00067

City and Borough of Wrangell
Attention: Ms. Amber Al-Haddad
Post Office Box 531
Wrangell, Alaska 99929

Dear Ms. Al-Haddad,

This is in response to the December 11, 2018, request submitted by PND Engineers, Inc., for the City and Borough of Wrangell (Wrangell) to remove special condition 5 of the April 26, 2017, verification of two Nationwide Permits (NWP) for Wrangell's Shoemaker Bay Harbor Project. This project has been assigned number POA-1976-00067 which should be referred to in all future correspondence with this office. The project site is located within Sections 7 and 8, T. 63 S., R. 84 E., Copper River Meridian; USGS Quad Map Petersburg B-2; Latitude 56.4166° N., Longitude 132.3496° W.; in Wrangell, Alaska.

Department of the Army permit authorization is necessary because your project will involve work in and placement of structures into waters of the U.S. under our regulatory jurisdiction. Specifically, the work would involve:

- a. Replacement of all moorage components in the Shoemaker Bay Harbor.
- b. Maintenance dredging in the existing harbor basin.

Based upon the information and plans you provided, we hereby verify that the work described under item "a" above, which would be performed in accordance with the enclosed plan (sheets 1 - 9), dated May 2015, is authorized by NWP No. 3, Maintenance. Additionally, the work described under item "b" above, which would be performed in accordance with the enclosed plan (sheets 1 - 9), dated May 2015, is authorized by NWP No. 35, Maintenance Dredging of Existing Basins. NWPs No. 3 and No. 35 and their associated Regional and General Conditions can be accessed at our website at www.poa.usace.army.mil/Missions/Regulatory/Permits. You must comply with all terms and conditions associated with NWPs No. 3 and No. 35, as well as with the special conditions listed below:

1. At least two weeks prior to commencement of any in-water work, the permittee shall publish in the local newspaper, at the Wrangell Port & Harbor Department, and in the U.S. Coast Guard Local Notice to Mariners, a written notification which includes: the anticipated dates of the in-water work; a description of the area in which work will be occurring; a diagram or chart of the work area; the name, type and number of vessels and equipment that will be working; the hours of operation; the location of equipment during non-work hours; name, VHF/FM channel, and phone number to contact with questions; and any other pertinent data. The permittee shall also publish any changes in the in-water work schedule in the local newspaper, at the Wrangell Port & Harbor Department, and in the U.S. Coast Guard Local Notice to Mariners.
2. No grounding of floating structures shall occur at any tidal stage.
3. The permittee shall comply with the Federal Endangered Species Act. The permittee shall implement all of the mitigation measures identified in the enclosed National Marine Fisheries Service (NMFS) letter of concurrence (NMFS #AKR-2015-9488; October 15, 2015), including those ascribed to the Corps therein, with the exception of tidal restrictions. If you are unable to implement any of these measures, you must immediately notify the Corps and the NMFS so we may consult as appropriate, prior to initiating the work, in accordance with Federal law.

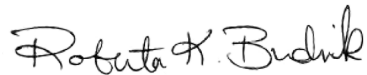
After consideration of the previous special conditions, special condition 5 has been removed from this verification, as requested. Some other previous special conditions have been removed, as they are general conditions to the NWP. Please review the NWP general conditions for more information.

Further, please note General Condition 30 requires that you submit a signed certification to us once any work and required mitigation are completed. Enclosed is the form for you to complete and return to us.

This verification is valid until the NWPs are modified, reissued, or revoked. All of the existing NWPs are scheduled to be modified, reissued, or revoked prior to March 19, 2022. It is incumbent upon you to remain informed of changes to the NWPs. We will issue a public notice when the NWPs are reissued.

Please contact me via email at roberta.k.budnik@usace.army.mil, by mail at the address above, by phone at (907) 753-2785, or toll free from within Alaska at (800) 478-2712, if you have questions or to request paper copies of the regional and/or general conditions. For additional information about our Regulatory Program, visit our web site at www.poa.usace.army.mil/Missions/Regulatory.

Sincerely,

A handwritten signature in black ink that reads "Roberta K. Budnik". The signature is written in a cursive style with a large, stylized 'R' and 'B'.

Roberta K. Budnik
Project Manager

Enclosures



**US Army Corps of Engineers
Alaska District**

Permit Number: POA-1976-00067

Name of Permittee: City & Borough of Wrangell

Date of Issuance: February 5, 2019

Upon completion of the activity authorized by this permit and any mitigation required by the permit, sign this certification and return it to Ms. Roberta Budnik at the following address:

U.S. Army Corps of Engineers
Alaska District
Regulatory Division
Post Office Box 6898
JBER, Alaska 99506-0898

Please note that your permitted activity is subject to a compliance inspection by an U.S. Army Corps of Engineers representative. If you fail to comply with this permit you are subject to permit suspension, modification, or revocation.

I hereby certify that the work authorized by the above-referenced permit has been completed in accordance with the terms and conditions of the said permit, and required mitigation was completed in accordance with the permit conditions.

Signature of Permittee

Date



LOCATION MAP

SOUTHEAST
ALASKATHIS
PROJECT

VICINITY MAP

TOPOGRAPHY MAP FROM:
USGS ALASKA TOPOGRAPHIC SERIES;
PETERSBURG**PURPOSE:**

TO REPLACE AN EXISTING
MOORAGE FACILITY TO ALLOW FOR
IMPROVED PUBLIC SAFETY,
NAVIGATION IMPROVEMENTS AND
TO PROMOTE CONTINUED PUBLIC
USE OF THE HARBOR.

DATUM:

MHW = 14.8'
MLLW = 0.0' HTL = 19.7'

VICINITY MAP

PND PROJECT NO. 152018.02

SHOEMAKER BAY HARBOR

APPLICANT: CITY AND BOROUGH OF WRANGELL

FILE NO.:

WATERWAY: ZIMOVIA STRAIT

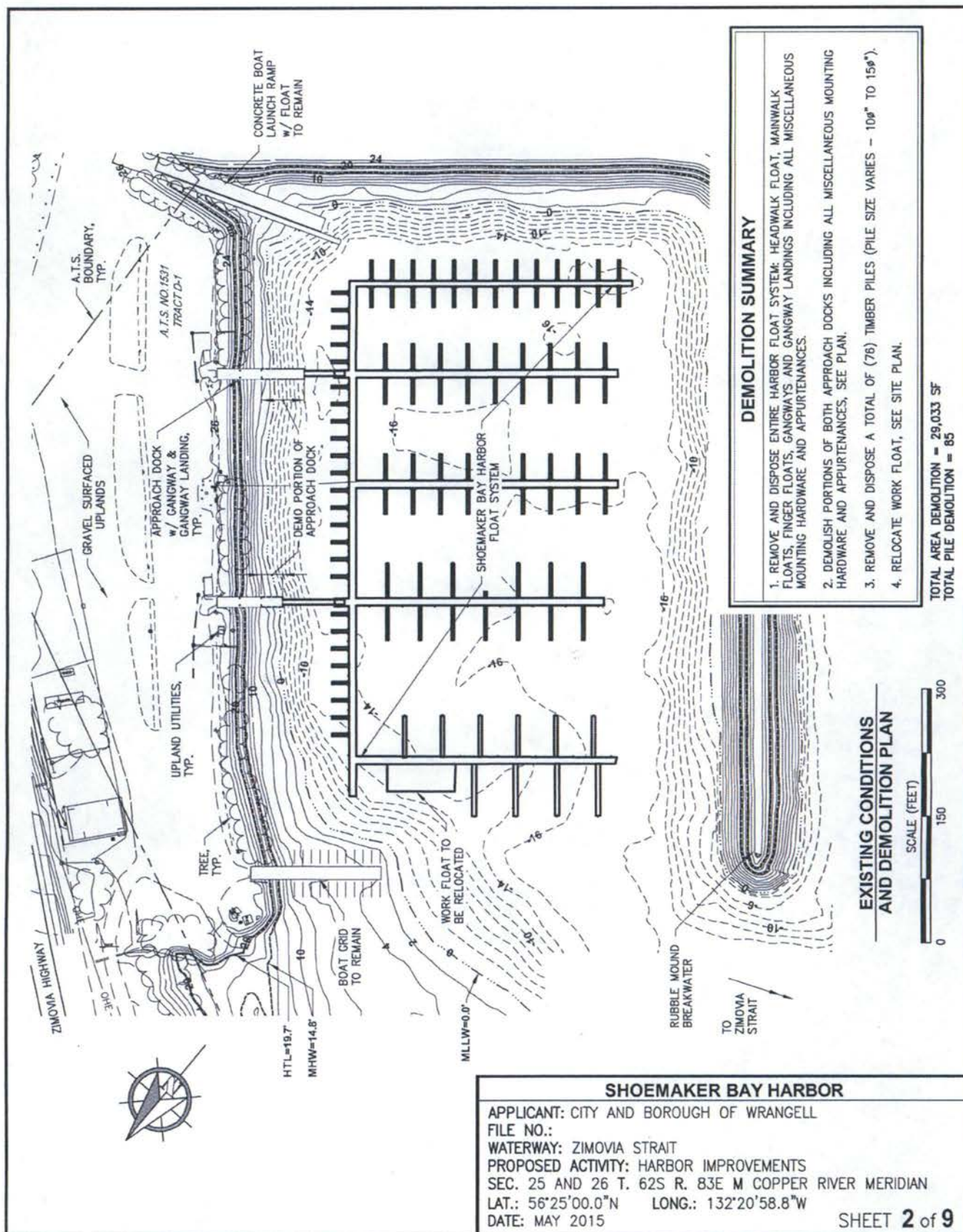
PROPOSED ACTIVITY: HARBOR IMPROVEMENTS

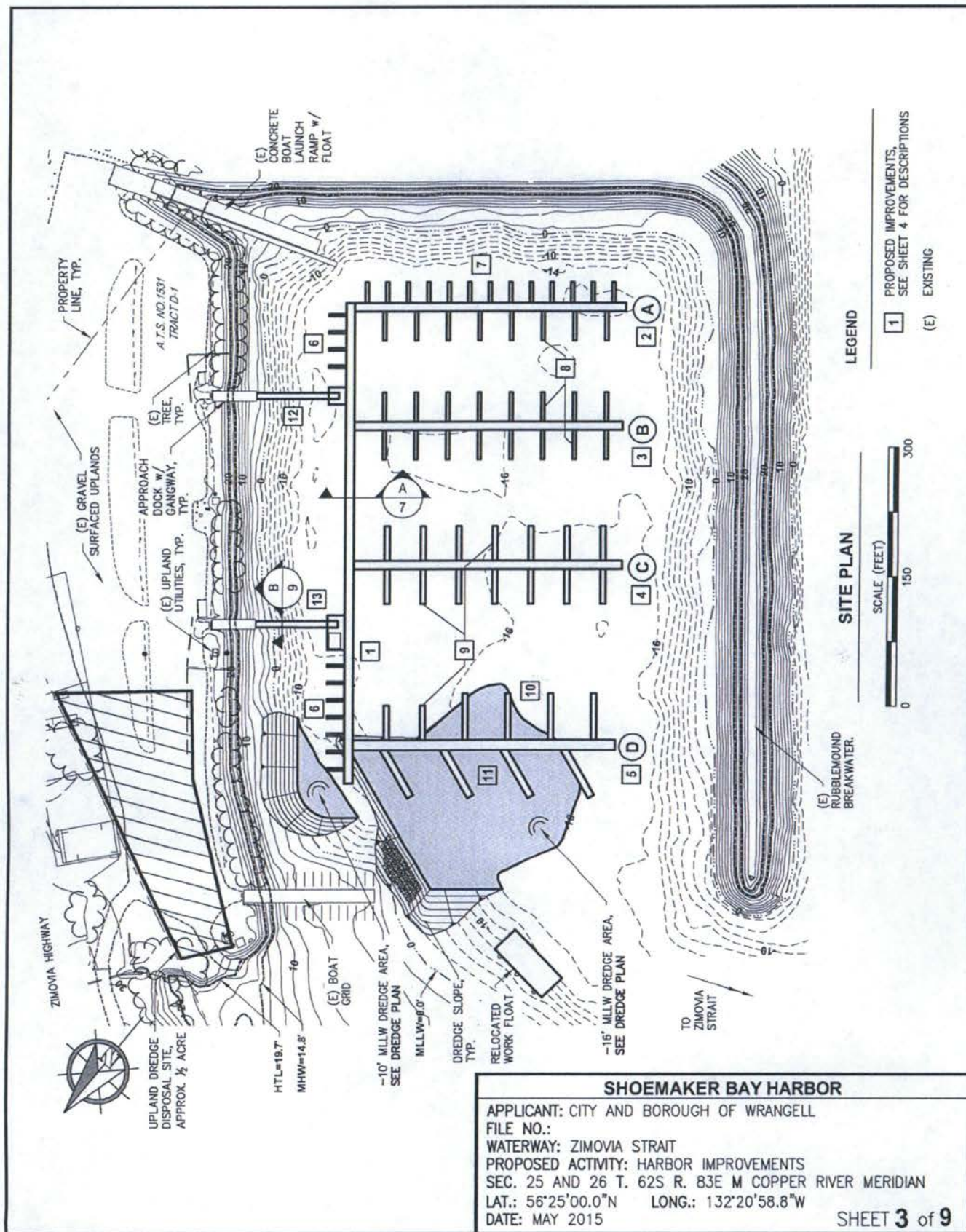
SEC. 25 AND 26 T. 62S R. 83E M COPPER RIVER MERIDIAN

LAT.: 56°25'00.0"N LONG.: 132°20'58.8"W

DATE: MAY 2015

SHEET 1 of 9





SUMMARY OF PROPOSED IMPROVEMENTS

SYMBOL	ITEM	AREA COVERAGE (SF)
1	HEADWALK FLOAT - 10' x 560'	5,600
2	MAINWALK FLOAT A - 10' x 320'	3,200
3	MAINWALK FLOAT B - 10' x 320'	3,200
4	MAINWALK FLOAT C - 10' x 320'	3,200
5	MAINWALK FLOAT D - 12' x 320'	3,840
6	(11) FINGER FLOATS - 4' x 20'	880
7	(13) FINGER FLOATS - 4' x 24'	1,248
8	(24) FINGER FLOATS - 4' x 34'	3,264
9	(16) FINGER FLOATS - 6' x 40'	3,840
10	(4) FINGER FLOATS - 6' x 54'	1,296
11	(4) FINGER FLOATS - 8' x 60'	1,920
12	(1) GANGWAY - 7' x 96' w/ GANGWAY LANDING FLOAT - 20' x 20'	1,072
13	(1) GANGWAY - 7' x 96' w/ GANGWAY LANDING FLOAT - 20' x 40'	1,472

NOTE:

TOTAL AREA OF NEW FLOATS: 34,032 SF

RELOCATED WORK FLOAT - 2,720 SF

TOTAL PILES: 80 (40 EA. 12"Ø AND 40 EA. 16"Ø PILES)

SHOEMAKER BAY HARBOR

APPLICANT: CITY AND BOROUGH OF WRANGELL

FILE NO.:

WATERWAY: ZIMOVIA STRAIT

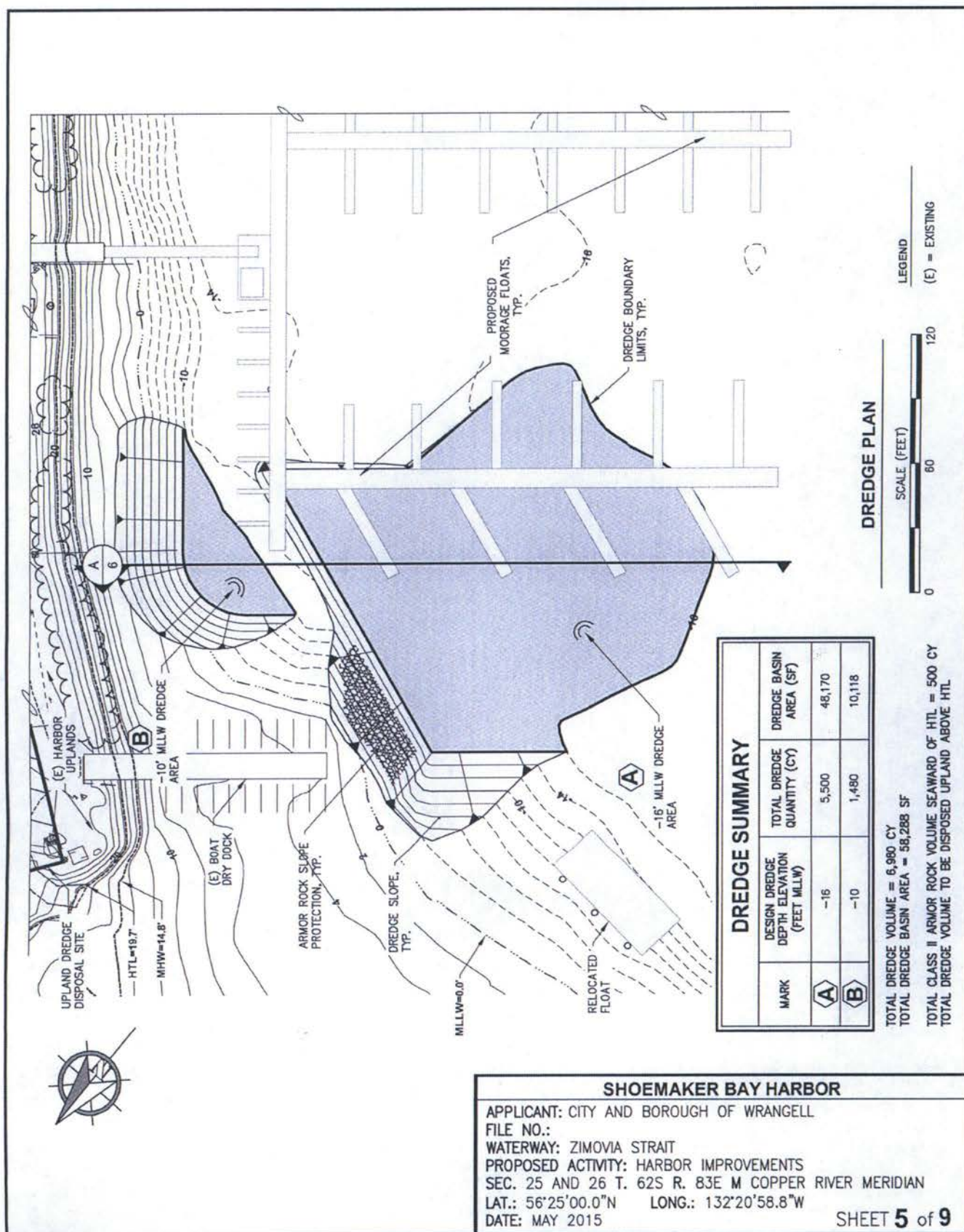
PROPOSED ACTIVITY: HARBOR IMPROVEMENTS

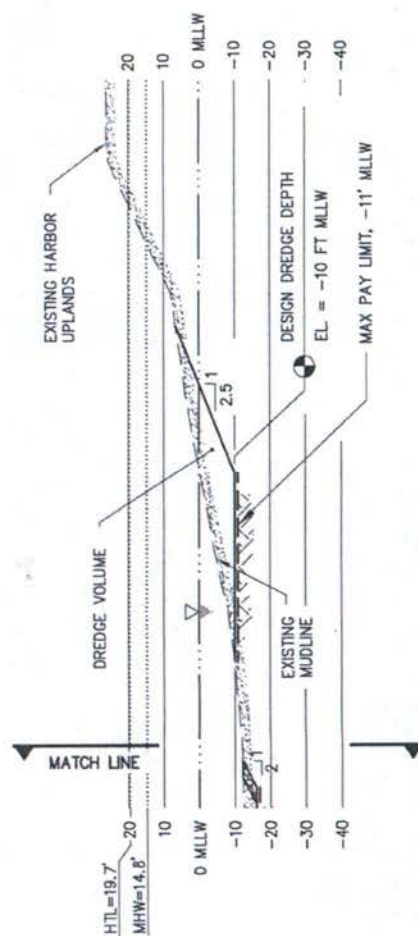
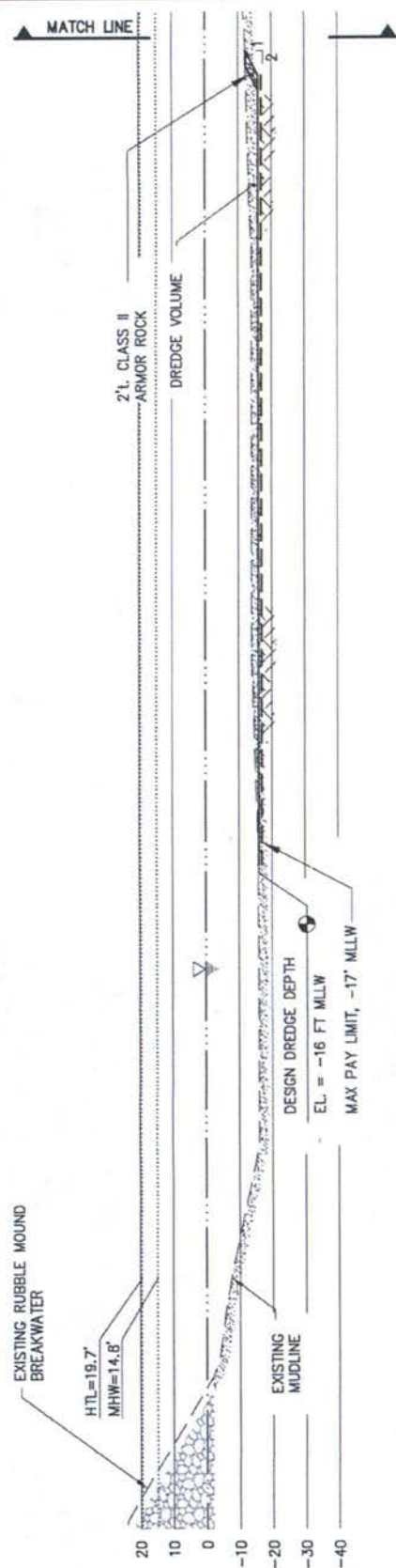
SEC. 25 AND 26 T. 62S R. 83E M COPPER RIVER MERIDIAN

LAT.: 56°25'00.0"N LONG.: 132°20'58.8"W

DATE: MAY 2015

SHEET 4 of 9





DREDGE SECTION

A
5

SCALE IN FEET

0 50 100 FT.

HORIZONTAL SCALE EQUALS VERTICAL SCALE

SHOEMAKER BAY HARBOR

APPLICANT: CITY AND BOROUGH OF WRANGELL

FILE NO.:

WATERWAY: ZIMOVIA STRAIT

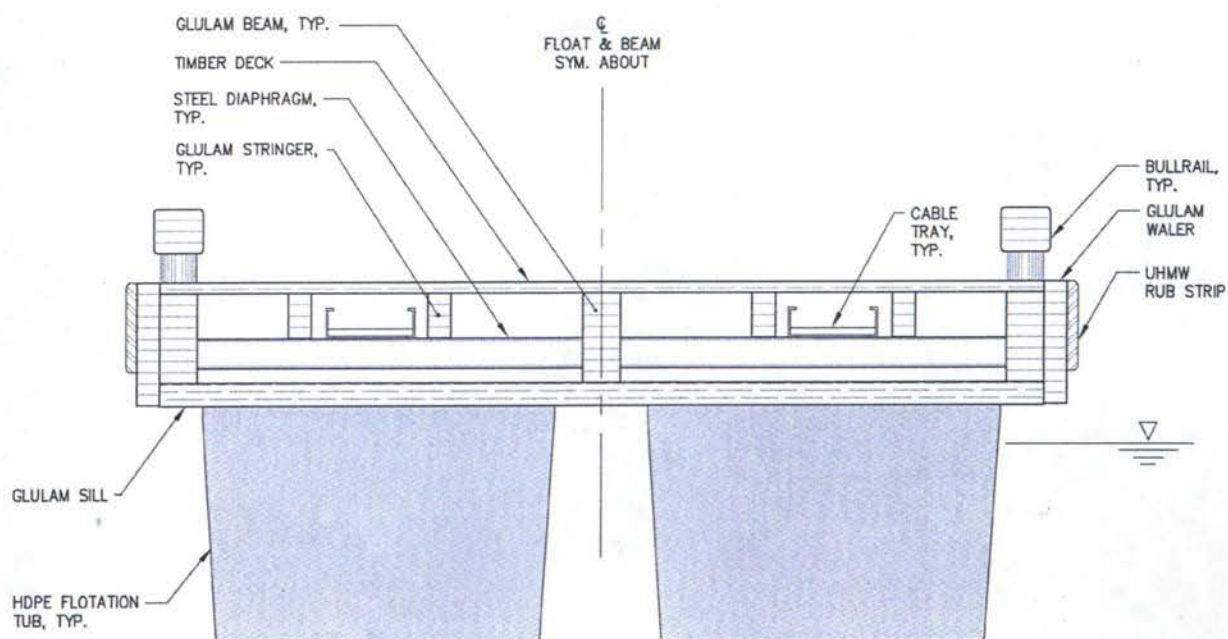
PROPOSED ACTIVITY: HARBOR IMPROVEMENTS

SEC. 25 AND 26 T. 62S R. 83E M COPPER RIVER MERIDIAN

LAT.: 56°25'00.0"N LONG.: 132°20'58.8"W

DATE: MAY 2015

SHEET 6 of 9

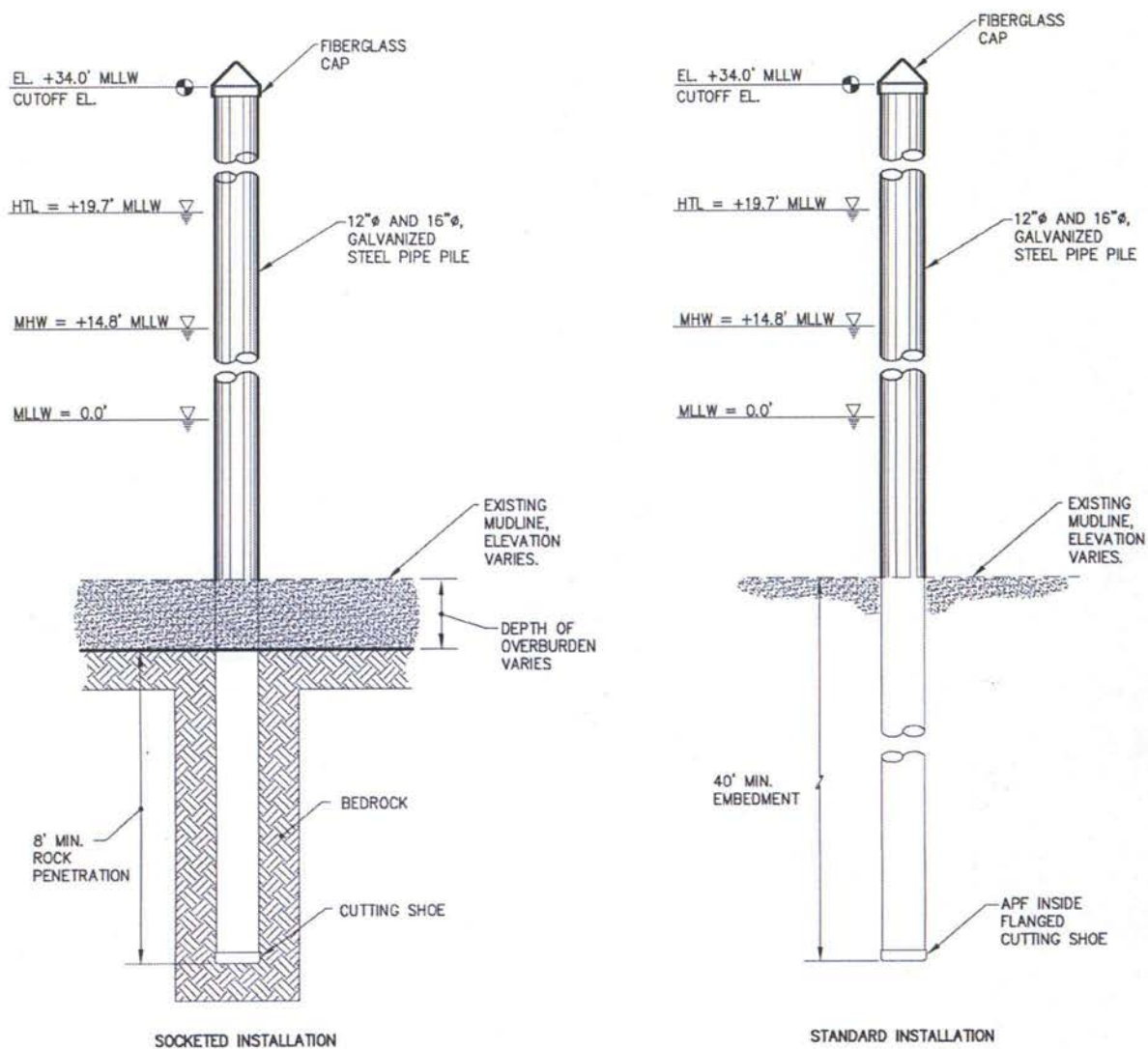


A
3 TYPICAL MOORAGE FLOAT SECTION

SHOEMAKER BAY HARBOR

APPLICANT: CITY AND BOROUGH OF WRANGELL
 FILE NO.:
 WATERWAY: ZIMOVIA STRAIT
 PROPOSED ACTIVITY: HARBOR IMPROVEMENTS
 SEC. 25 AND 26 T. 62S R. 83E M COPPER RIVER MERIDIAN
 LAT.: 56°25'00.0"N LONG.: 132°20'58.8"W
 DATE: MAY 2015

SHEET 7 of 9



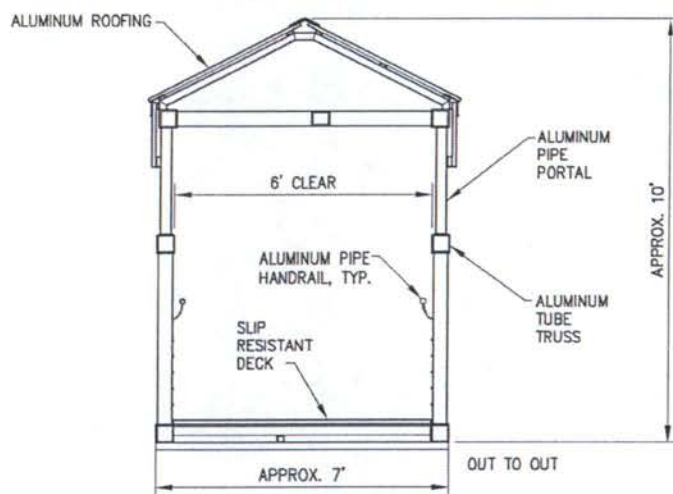
TYPICAL MOORING PILE DETAIL

NOT TO SCALE

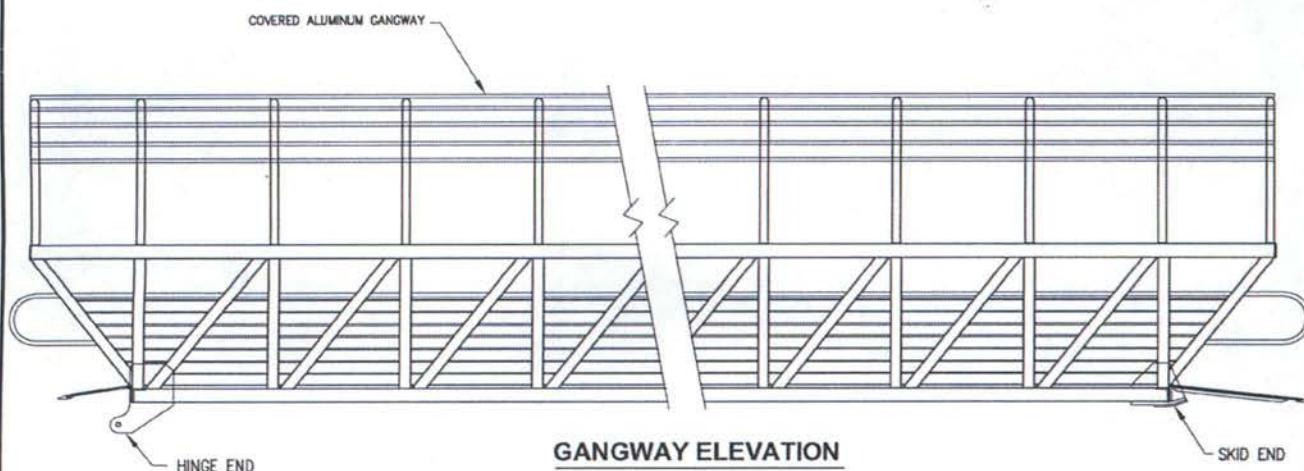
SHOEMAKER BAY HARBOR

APPLICANT: CITY AND BOROUGH OF WRANGELL
 FILE NO.:
 WATERWAY: ZIMOVIA STRAIT
 PROPOSED ACTMITY: HARBOR IMPROVEMENTS
 SEC. 25 AND 26 T. 62S R. 83E M COPPER RIVER MERIDIAN
 LAT.: 56°25'00.0"N LONG.: 132°20'58.8"W
 DATE: MAY 2015

SHEET 8 of 9



8
3 TYPICAL GANGWAY SECTION



GANGWAY ELEVATION

SHOEMAKER BAY HARBOR

APPLICANT: CITY AND BOROUGH OF WRANGELL

FILE NO.:

WATERWAY: ZIMOVIA STRAIT

PROPOSED ACTIVITY: HARBOR IMPROVEMENTS

SEC. 25 AND 26 T. 62S R. 83E M COPPER RIVER MERIDIAN

LAT.: 56°25'00.0"N LONG.: 132°20'58.8"W

DATE: MAY 2015

SHEET 9 of 9



**UNITED STATES DEPARTMENT OF COMMERCE
National Oceanic and Atmospheric Administration**

National Marine Fisheries Service
P.O. Box 21668
Juneau, Alaska 99802-1668

October 15, 2015

Col. Michael Brooks
US Army Corps of Engineers, Alaska District
P.O. Box 6898
JBER, AK 99506-0898

Re: Shoemaker Harbor Letter of Concurrence, NMFS #AKR-2015-9488

Dear Colonel Brooks:

The National Marine Fisheries Service (NMFS) has completed informal consultation under section 7(a)(2) of the Endangered Species Act (ESA) regarding the proposed removal and replacement of the Shoemaker Bay Harbor and dredging of the harbor basin in Wrangell, Alaska. The U.S. Army Corps of Engineers (Corps) proposes to permit the City and Borough of Wrangell to conduct the proposed action (see Figure 1).

NMFS received your September 23, 2015 request for written concurrence that the proposed action may affect, but is not likely to adversely affect, the endangered humpback whale (*Megaptera novaengliae*). Based on our analysis of the information you provided to us and additional literature cited below, NMFS concurs with your determination. A complete administrative record of this consultation is on file in this office.

Consultation History

NMFS received your request for consultation on September 23, 2015. NMFS requested more information about the project and modifying mitigation measures on September 28, 2015. The Corps responded to NMFS with additional information regarding the project and revised project specifications and mitigation measures on October 9 and 13, 2015.



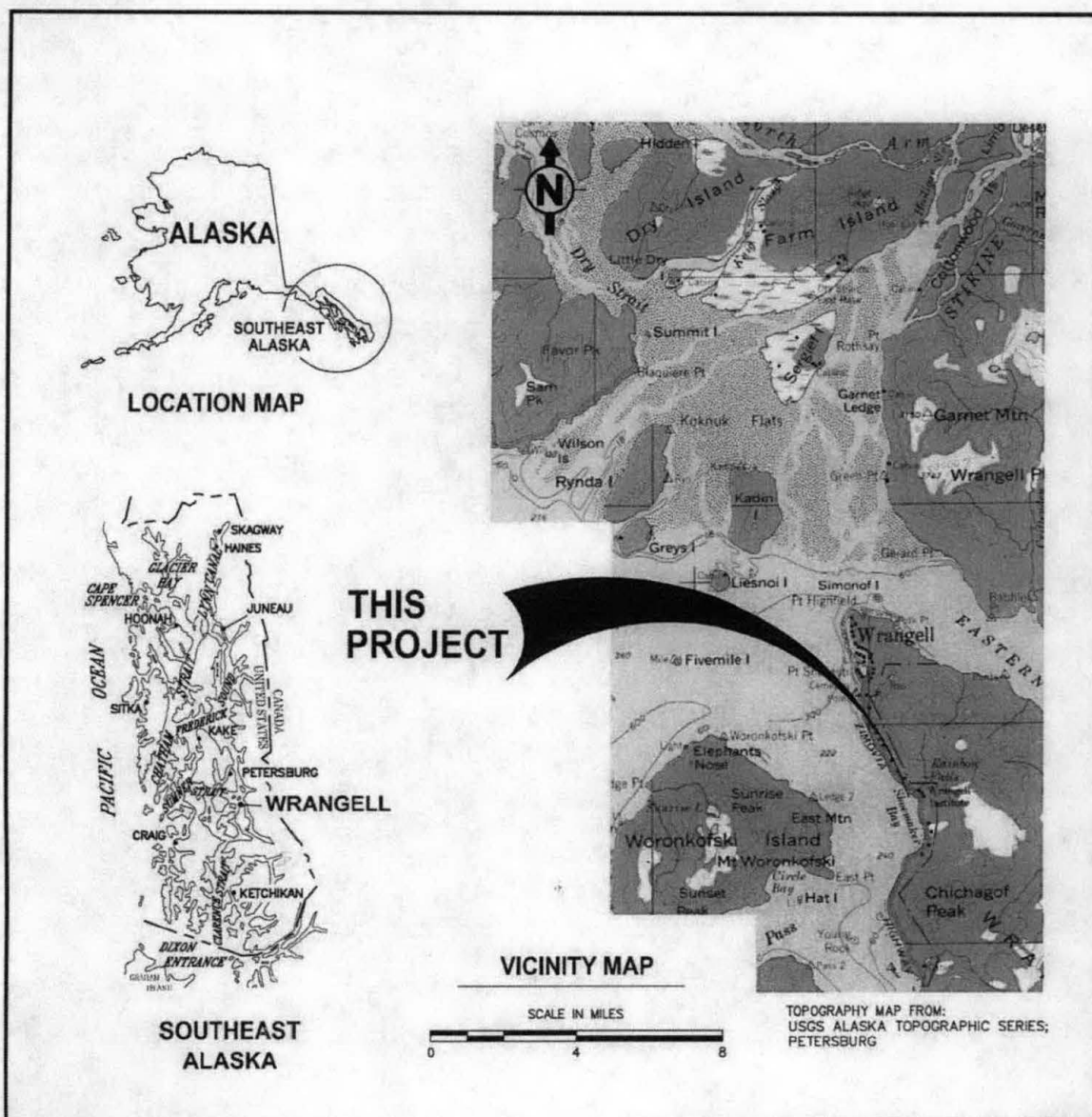


Figure 1. Project Location in Shoemaker Bay in Wrangell, AK (CORPS 2015).

Description of the Proposed Action and Action Area

The Corps is proposing to permit the City and Borough of Wrangell to remove the following structures over and in Shoemaker Bay navigable waters (CORPS 2015):

- Demolish 29,033 square feet of concrete floats, gangways, and approach dock
- Remove 76 creosote treated timber piles 10-15" diameter, and nine 12" diameter steel piles

Dredge and add slope protection using an excavator and clamshell bucket from a barge to remove 6,980 cubic yards of material to -10 to -16 feet MLLW. All dredged material would be

dewatered and stockpiled in an uplands location that is located above the harbor in the parking lot (CORPS 2015):

- Remove 6,980 cubic yards (cy) of dredged material from two locations within the existing harbor and stockpile in an upland location above parking lot
- Install ~500 cy of Class II armor for slope protection below high tide line

Install the following new structures over and in Shoemaker Bay navigable waters for a total area of 34,032 square feet (CORPS 2015):

- (1) 10 ft by 560 ft head-walk float;
- (4) main-walk floats;
- (72) finger floats;
- (2) 76 ft by 96 ft aluminum gangway;
- (1) 20 ft by 20 ft gangway float;
- (1) 20 ft by 40 ft gangway float;
- (1) 40 ft by 20 ft boat mooring float;
- (40) 12 inch diameter galvanized steel pilings to support floats; and
- (40) 16 inch diameter galvanized steel pilings

All activities will occur within an existing rubble mound breakwater. Impact pile driving will only be allowed if piles encounter soils too dense to penetrate with a vibratory hammer. Work is anticipated to begin around winter 2015. The entire project is anticipated to take a year to complete, with pile removal and pile installation occurring over 1-2 months (CORPS 2015).

The action area is defined in the ESA regulations (50 CFR 402.02) as the area within which all direct and indirect effects of the project will occur. The action area is distinct from and larger than the project footprint because some elements of the project may affect listed species some distance from the project footprint. The action area, therefore, extends out to a point where no measurable effects from the project are expected to occur.

Since 1997 NMFS has used generic sound exposure thresholds to determine whether an activity produces underwater sounds that might result in impacts to marine mammals (70 FR 1871). NMFS is currently developing comprehensive guidance on sound levels likely to cause injury and behavioral disruption to marine mammals. However, until such guidance is available, NMFS uses the following conservative thresholds of underwater sound pressure levels,¹ expressed in root mean square² (rms), from broadband sounds that cause behavioral disturbance, and referred to as Level B harassment under section 3(18)(A)(ii) of the Marine Mammal Protection Act (MMPA):

- impulsive sound: 160 dB re 1 $\mu\text{Pa}_{\text{rms}}$
- continuous sound: 120 dB re 1 $\mu\text{Pa}_{\text{rms}}$

¹ Sound pressure is the sound force per unit micropascals (μPa), where 1 pascal (Pa) is the pressure resulting from a force of one newton exerted over an area of one square meter. Sound pressure level is expressed as the ratio of a measured sound pressure and a reference level. The commonly used reference pressure level in acoustics is 1 μPa , and the units for underwater sound pressure levels are decibels (dB) re 1 μPa .

² Root mean square (rms) is the square root of the arithmetic average of the squared instantaneous pressure values.

NMFS uses the following conservative thresholds for underwater sound pressure levels from broadband sounds that cause injury, referred to as Level A harassment under section 3(18)(A)(i) of the MMPA:

- 180 dB re $1\mu\text{Pa}_{\text{rms}}$ for whales
- 190 dB re $1\mu\text{Pa}_{\text{rms}}$ for pinnipeds (seals and sea lions)

NMFS defines the action area for this project as the area within which project-related noise levels are ≥ 120 dB re $1\mu\text{Pa}_{\text{rms}}$ (i.e., the point where no measurable effect from the project would occur). Received sound levels associated with vibratory pile driving are anticipated to decline to 120 dB re $1\mu\text{Pa}_{\text{rms}}$ within 850 m of the source. To define the action area, we considered the diameter and type of piles, the pile-driving method, and empirical measurements of noise from similar projects (see URS 2007) to estimate the area within which marine mammals are likely to be harassed or injured by noise. However, if the Corps, in coordination with NMFS, chooses to perform Sound Source Verification to determine the actual area that would be ensonified to at least 120 dB re $1\mu\text{Pa}_{\text{rms}}$, the size of the action area (and thus the area within which effects to listed species are expected) may be altered to reflect those site-specific measurements.

Mitigation Measures

The Corps informed NMFS via email dated September 23, 2015, that the project would incorporate the following mitigation measures to avoid impacts to humpback whales and other marine mammals.

- To minimize substrate disturbance and sediment suspension when removing piles, a vibratory hammer would be used, if practicable.
- To minimize noise propagation, the steel piles would be driven with a vibratory hammer, as practicable, except for final proofing which would require use of an impact hammer. In the event that the vibratory hammer is not able to advance the pile, an impact hammer with built-in sound attenuation cushions (pile cushions) would be used. In addition, Corps will require contractors to use hard composite reinforced, thermosetting plastic cushions that are compatible with the contractors' impact pile driving equipment.
- A trained marine mammal observer will be on site before and during all pile driving and pile removal and dredging activities. The observer must be able to identify humpback whales.
- The marine mammal observer will be able to observe the entire area within 850 meters of the project site (i.e., the shutdown zone, as shown in Figure 2) from a platform or boat and will be equipped with binoculars, range finder, two-way radio communication with pile driving operators, and a log book.
- For 15 minutes before any pile driving or pile removal activities take place, the observer will scan the zone for the presence of any marine mammal.
- If any marine mammal(s) are present within the 850 m zone, pile driving or pile removal activities will not begin until the animal(s) has left the zone.
- During all pile driving and pile removal activity, the observer will scan the zone for any marine mammals. If any marine mammal enters the shutdown zone during pile driving or pile removal activity, pile driving or pile removal will cease immediately, and will not begin again until the animal(s) has left the zone on its own accord.

- The marine mammal observer will have no other primary duties than watching for and reporting on events related to marine mammals.
- Ramp up or soft-start procedures will be applied to all pile driving and pile removal activities to provide a chance for marine mammals to leave the area prior to pile driving at full capacity. For impact pile driving, contractors will be required to provide an initial set of three strikes from the hammer at 40% energy, followed by a 30 second waiting period, then two subsequent three-strike sets at the reduced energy. For vibratory pile driving, contractors will be required to initiate driving for 15 seconds at reduced power followed by a 30 second waiting period. This procedure will be repeated two additional times.
- Pile driving and pile removal will only be authorized to occur during low tidal stages, as sound attenuates at a faster rate in shallower water.
- The Corps will provide NMFS with a report of all marine mammal sightings, ramp-up and shut-down procedures during the project within 60 days of project completion.



Figure 2. Proposed observation and shutdown zone for Shoemaker Harbor Replacement Project (CORPS 2015).

Listed Species and Critical Habitat

The endangered humpback whale may occur within the action area. Critical habitat has not been designated for humpback whales.

The humpback whale was listed as endangered under the Endangered Species Conservation Act (ESCA) on December 2, 1970 (35 FR 18319). Congress replaced the ESCA with the ESA in 1973, and humpback whales continued to be listed as endangered. NMFS recently conducted a global status review and proposed changing the status of humpback whales under the ESA. Under this proposal, the Western North Pacific DPS (which includes whales found in the Aleutian Islands and Bering Sea) would be listed as threatened and the Hawaii DPS (which includes whales found in southeast Alaska) and Mexico DPS (which includes whales found in the northern and western Gulf of Alaska, Aleutian Islands, and Bering Sea) would not be listed (80 FR 22304; April 21, 2015). Final action on the proposal is not expected until after this project occurs.

Relatively high densities of humpback whales occur throughout much of Southeast Alaska and northern British Columbia, particularly during the summer months. The most recent abundance estimates for this region range from 2,883 to 6,414 humpback whales (Allen and Angliss 2014). Humpback whales are known to be present throughout Southeast Alaska, including in the Petersburg area, Wrangell Narrows, Frederick Sound, and Sumner Strait (Allen and Angliss 2014).

Humpback whales produce a variety of vocalizations ranging from 0.02 to 10 kHz (Winn et al. 1970, Tyack and Whitehead 1983, Payne and Payne 1985, Silber 1986, Thompson et al. 1986, Richardson et al. 1995, Au 2000, Frazer and Mercado III 2000, Erbe 2002, Au et al. 2006a, Vu et al. 2012). NMFS categorizes humpback whales in the low-frequency cetacean functional hearing group, which likely can hear frequencies between 7 Hz and 30 kHz (Watkins 1986, Au et al. 2006b, Southall et al. 2007, Ciminello et al. 2012, NOAA 2013).

Additional information on humpback whale biology and natural history is available at:
<http://www.nmfs.noaa.gov/pr/species/mammals/whales/humpback-whale.html>
http://www.nmfs.noaa.gov/pr/sars/pdf/alaska2014_final.pdf

Effects of the Action

For purposes of the ESA, “effects of the action” means the direct and indirect effects of an action on the listed species or critical habitat, together with the effects of other activities that are interrelated or interdependent with that action (50 CFR 402.02). The applicable standard to find that a proposed action is “not likely to adversely affect” listed species or critical habitat is that all of the effects of the action are expected to be insignificant, discountable, or completely beneficial. Insignificant effects relate to the size of the impact and are those that one would not be able to meaningfully measure, detect, or evaluate, and should never reach the scale where take occurs. Discountable effects are those that are extremely unlikely to occur. Beneficial effects are contemporaneous positive effects without any adverse effects to the species.

The potential effects of the proposed action on listed species include acoustic disturbance (noise) and habitat alteration.

Acoustic Disturbance

Possible impacts to marine mammals exposed to loud underwater or in-air noise include mortality (directly from the noise, or indirectly from a reaction to the noise), injury, and disturbance ranging from severe (e.g., abandonment of vital habitat) to mild (e.g., startle response). In-water noise is the primary concern for the species covered in this consultation. Pile driving and extraction introduce noise into the underwater environment that has the potential to negatively impact marine mammals (Thompson et al. 2013). See the “Action Area” section above for a description of NMFS sound exposure thresholds. Though proposed pile driving, pile extraction, and construction will introduce both continuous and impulsive sounds into the water, due to the mitigation measures the activities are not expected to adversely affect humpback whales.

Clamshell dredging activities cause a continuous noise source that has the potential to impact marine mammals (Todd et al. 2015). Clamshell dredging in Cook Inlet measured 124 decibels (re 1 μ Pa) at the 150 meter isopleth (Dickerson et al. 2001). The peak sound levels were associated with the dredger striking the hard ocean floor (Dickerson et al. 2001). The proposed dredging in Shoemaker Harbor is similar to the Cook Inlet dredging project and will likely generate similar sound levels.

Vibratory pile-driving generates lower peak sound pressure levels than impact pile-driving, but the total energy imparted to the pile is somewhat comparable because the vibratory hammer operates continuously and the piles require more time to install (ICF Jones & Stokes and Illingworth and Rodkin Inc. 2012). Vibratory hammer methods used at the Port of Anchorage project under similar conditions as the proposed action generated peak pulses of 179 dB re 1 μ Pa at 1m (URS 2007). Blackwell (2005) reported a drop-off rate of 22 dB to 29 dB per doubling of distance for vibratory pile driving. URS (2007) used a median value of 25 dB per doubling of distance and a level of 160 dB at 50 m for vibratory driving, to calculate the distance to the 120 dB isopleth (Level B harassment for continuous noise sources) as 600-800 m for the Port of Anchorage project which used 14” H-piles (URS 2007). The steel piles associated with the proposed action range from 12-16 inch outer diameter (potentially larger than the Port of Anchorage project). While steel piles are larger and anticipated to produce higher received sound pressure levels than H-piles, the noise will be limited by the rubble mound breakwater of the harbor, and the Corps has extended the observation/shutdown zone to 850 m. For these reasons we anticipate that noise from vibratory pile driving activities associated with the proposed action may reach the 120 dB isopleth at approximately 800-850 m from the source. Depending on the background noise levels in the area of the proposed action, sounds from vibratory pile driving may not be audible at this distance. Any continuous noise sources associated with the proposed action greater than 120 decibels are expected to attenuate a very short distance from the project site and are not expected to affect marine mammals.

Impact pile driving is expected to be the loudest sound source associated with the proposed action. Impact pile driving methods can generate peak pulsed sound pressure levels of 237 dB re 1 μ Pa at 1m at frequencies between 0.1 and 1 kHz (Hildebrand 2009). However, impact pile driving is only expected to be used when the vibratory hammer cannot advance the piling. The 160 dB isopleth for impact pile driving for 14” H-piles associated with the Port of Anchorage project was measured to be approximately 350 meters from the source (URS 2007). Again, while the pile size and type for the proposed action may increase noise propagation distances, the

breakwater may be attenuated to below 160 dB at distances less than 350 meters from the source. In addition, the Corps requires the use of hard composite, reinforced, thermosetting plastic cushions with impact pile driving equipment. This type of pile cap/cushion is expected to be equivalent to Micarta caps, which have demonstrated a 7-8 decibel (4-5%) reduction in sound level for impact pile driving 12-inch steel pilings (Laughlin 2006).

Without site-specific sound source verification, we must use the best available information to assess effects to ESA-listed species. Therefore, based upon these previous studies, it would be extremely unlikely for humpback whales to be exposed to continuous or impulsive noise levels greater than 120 or 160 dB re $1\mu\text{Pa}_{\text{rms}}$ (respectively) if operations are shut down whenever these marine mammals appear likely to approach within 850 m of the sound source.

We do not anticipate that this project will expose humpback whales to sound pressure levels that reach Level A or B acoustic thresholds because: 1) we expect few humpback whales to be present in the area, 2) the project incorporates monitoring and mitigation measures that include exclusion zones which minimize the risk of exposure for any individual that enters it, and 3) the project duration is short, thereby reducing the likelihood of exposure to listed species. If noise exposure were to occur, it is expected to be at low levels below an observable threshold. Finally, mitigation measures would make exposure to sound levels in excess of Level A or Level B MMPA take thresholds extremely unlikely. Therefore, we conclude such effects are discountable.

Noise generated from vibratory or impact hammers can reduce the fitness and survival of fish in areas used by foraging marine mammals. However, given the small area of the project site and the fact that any physical changes to this habitat would be unlikely to reduce the localized availability of fish (Fay and Popper 2012), it is unlikely that humpback whales would be affected. We consider potential impacts to prey resources to be insignificant.

Habitat Alteration

Pile removal, pile driving and dredging will briefly disturb the substrate and increase the turbidity of the water due to stirred up sediment. Sedimentation associated with the project is not likely to have detectable effects on humpback whales or their habitat. Humpback whales typically do not use the shallow waters where pilings will be removed and installed, and where dredging activities will take place. Indirect effects to prey due to sediment in the water would be minimal due to recolonization and the temporary nature of the activity, and are expected to be undetectable to humpback whales. Thus, we consider these impacts to be insignificant.

Conclusion

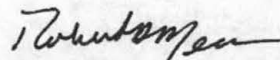
Based on this analysis, NMFS concurs with your determination that the proposed action may affect, but is not likely to adversely affect, humpback whales.

Reinitiation of consultation is required where discretionary federal involvement or control over the action has been retained or is authorized by law and if (1) take of listed species occurs, (2) new information reveals effects of the action that may affect listed species or critical habitat in a

manner or to an extent not previously considered, (3) the action is subsequently modified in a manner that causes an effect to the listed species or critical habitat that was not considered in this concurrence letter, or (4) a new species is listed or critical habitat designated that may be affected by the identified action (50 CFR 402.16).

Please direct any questions regarding this letter to Alicia Bishop at Alicia.Bishop@noaa.gov or (907) 586-7224.

Sincerely,


James W. Balsiger, Ph.D.
Administrator, Alaska Region

cc: BAustin@pndengineers.com (Contractor)
Danielle.G.Shack@usace.army.mil (USACE)

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December 11, 2018

PND No. 182070

Mr. Randy Vigil
Project Manager
Department of the Army
U.S. Army Engineer District, Alaska
Juneau Regulatory Field Office
709 W. 9th Street, Room 223A
Juneau, AK 99802-9998

Subject: POA-1976-67

Dear Mr. Vigil,

On behalf of the City and Borough of Wrangell (CBW), PND Engineers, Inc. (PND) is submitting a request to modify the permit conditions for the Shoemaker Bay Harbor Project. Special condition number 5 states that "Piles shall be driven during low tidal stages in intertidal and shallow subtidal areas. Low tidal stage is defined as a six hour period beginning three hours before low tide and ending three hours past low tide." This mitigation measure was originally included in the permit application and was included in an email dated September 23, 2015 to the National Marine Fisheries Service (NMFS) and was included in the NMFS concurrence letter as one of the mitigation measures to be incorporated on the project.

Safety and Schedule Concerns

Shoemaker Bay Harbor is currently under construction and the CBW requests this special condition be removed because the contractor has notified CBW that adhering to this requirement is creating safety concerns and is severely hindering the work. Due to the short daylight hours, mid-day high tides can shut down piling driving so that no work can be performed on those days. Good lighting is necessary during pile installation activities in order to operate under safe conditions and to obtain precise survey measurements that are necessary for construction. Further, monitoring for marine mammals generally requires daylight to effectively monitor the exclusion zone. Even if monitoring could be conducted in low light or artificial lighting conditions, there is a well-documented increase of injury to construction personnel during low light conditions, use of pile driving equipment with artificial lights is problematic and lifting personnel in artificial lighting conditions is dangerous. Certain pile installation procedures require higher water for the contractor to safely utilize pile driving equipment. There are certain piles that cannot safely be driven under the current restrictions, and as such cannot be installed under the current restrictions. Adhering to this requirement further increases the risk of injuries to personnel and damage to equipment.

Background

The email stated that "In order to minimize impacts to humpback whales, the permit, if issued, would be special conditioned to only authorize pile driving activity to occur during low tidal stages, as sound is attenuated at a faster rate in shallower water. Also, if issued, the permit would be special conditioned to require a marine mammal observer be present and specifically monitoring for humpback within an 850 meter observation/shutdown zone." At the time the request was submitted the applicant did not know when exactly construction would occur, as such all seasons were planned for. Construction is currently underway and is scheduled to be completed by June 15, 2019. However, if the contractor loses work days due to the tidal work restrictions it has the potential to push work further into the summer, when the humpback whales will have returned to Alaskan waters. Should the contractor be allowed to work all tides more of the pile driving work can be completed while the humpback whales are generally absent.

This condition is also not listed as part of the current NMFS template for expedited informal consultation under Section 7 of the Endangered Species Act (ESA), an indication that the measure is no longer considered to have a mitigating effect on the impacts to endangered species.

Impact to Humpback Whales

During the winter months, most Humpback whales make a long annual migration to the low-latitude subtropical and tropical waters to breed and calve (Kennedy et al. 2014). Humpback whales do not breed or calve in Alaska waters and individuals of the central north pacific stock primarily migrate to Hawaii for breeding and calving (Muto et al. 2017). However some individual animals have been observed in southeast Alaska during the winter months, thus a marine mammal observer will continue to monitor the exclusion zone as outlined in the permit.

Tidal Data

Pile driving is currently restricted to 3 hours before and after each low tide, therefore the maximum sea level allowing pile driving varies by the magnitude of the tides. The permitted maximum sea level elevation of +9.6 feet was established by examining the NOAA tide predictions for the remaining months in the project and selecting the highest water level occurring within 3 hours of low tide. The piles are generally located between the -14 feet MLLW and -16 feet MLLW contours. As outlined in Table 1, allowing pile driving during all tides would increase the maximum water depth by no more than 10 feet during the largest tidal swings. During smaller tides the maximum water depth would be only an additional 3-4 feet. These are the extreme ends and the majority of the tides would fall somewhere in between. Pile driving is still limited by visibility so the pile driving schedule will vary with the tides, thus the depth of the water when piles are driving takes place will not increase every day. The impacts on sound attenuation for this minimal increase will be insignificant, especially given the fact that the harbor is almost entirely protected by a rubble mound breakwater which also attenuates much of the noise.

Table 1. Wrangell Tide Variations

Date	High Tide (ft)	Low Tide (ft)	Highest Sea Level within 3 hours of Low Tide (ft)	Water Depth Range (Restricted)		Water Depth Range (Unrestricted)	
				at -14' Contour (ft)	at -16' Contour (ft)	at -14' Contour (ft)	at -16' Contour (ft)
January 22 (Largest Tide Swing)	+19.4	+4.2	+6.4	9.8-23.6	11.8-25.6	9.8-33.4	11.8-35.4
April 26 (Smallest Tide Swing)	+11.7	+6.54	+9.6 (Permitted Maximum water depth)				

Conclusion

Due to the minor variations in allowable water depths associated with the tidal ranges in Wrangell, the general absence of humpback whales in Alaska during the construction season, and the absence of this condition in the standard NMFS pile driving mitigation measures in the ESA consultation template, the impact of removing the low tide permit condition is negligible and is not likely to adversely impact humpback whales.

The applicant requests that this condition be removed from the permit to address safety and constructability concerns raised by the contractor and to avoid project delays which have the potential to push work further into the summer when humpback whales have returned to Alaskan waters.

Sincerely,
PND Engineers, Inc. | Juneau Office



Bre Lambert, E.I.T.
Staff Engineer

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TAMICO, INC.

400 Mitkof Hwy- P.O. Box 1540
 Petersburg, AK • 99833
 Phone (907) 772-4585
 FAX: (907) 772-3974

Date: 12/3/18

Amber Al-Haddad
 Project Manager
 Shoemaker Harbor Project

Amber,

As we progress on the Shoemaker project into the installation phase, Tamico would like to officially request the City and Borough Wrangell to open up a discussion with the Corp of Engineers and NMFS regarding the mitigation measures requested in this permit.

The permit as written prohibits the contractor from **installing pile during the high tide cycle**. This mitigation was workable during demolition and dredging as these activities could be done effectively utilizing lights. As we start pile install this becomes problematic for several reasons.

Production- The contractors overall production will be severely hindered

- The onset of winter brings with it the shortage of daylight
 - Our observations have found that when there is a set of high tides around the midday we will not be able to work during any daylight hours.
 - Pile install will require surveying and precise measurements that will need good lighting and the ability to see the entire float under natural light.
- Certain pile installation procedures require higher water to do
 - There are times during pile driving and drilling when high tide is needed to safely get hammers on piles and drills into casings

Safety- Adhering to this mitigation will increase the risk of injuries to personnel and damage to equipment

- Increase injuries due to low light conditions is well documented
- Use of pile driving/drilling equipment safely using artificial lights is problematic
- Lifting of personnel utilizing artificial light is dangerous

In an era of industry that emphasizes safety, this mitigation is forcing the Contractor to work under unsafe conditions.

Furthermore,

- The difference that sound attenuates between mid-tide and high tide is minimal
 - Small sets of tides the difference is 3-4 feet
 - Large sets of tides the difference is 5-10 feet
- Either difference does not significantly increase any potential threat to marine mammals

-When we compare the mid-tide height of a large set of tides to the high tide of a small set of tides they are in some cases identical.

Average High Tide on small set of tides 10-12 feet

Mid-Tide height on large set of tides 8-10 feet

-The calculations for this small of difference does not significantly increase the radius of impact.

-The project has a rubble mound break water with a narrow opening. The impacts of sound radiating out of the harbor are less than an open water marina

Tamico would like to propose the following to Corp/NMFS

-Corp/NMFS amend the permit to allow contractor to work during all tides

-Contractor will install a silt curtain across the opening of the harbor to cut down on installation noise

-Contractor will increase the observation limit by 200 meters during the higher tide cycle

Tamico feels strongly that this mitigation will hinder production, but most importantly will force the contractor and our employees to work under unsafe conditions. I hope we can avoid this and can reach a workable solution.

If you have any questions please email or call.

Sincerely

A handwritten signature in blue ink, appearing to read "J. Martinsen".

Jim Martinsen
President
Tamico Inc

RFP No. 1

May 28, 2019



Item m.

PND Project No. 152018

**SHOEMAKER BAY HARBOR
REQUEST FOR PROPOSAL NO. 1**

Project: Shoemaker Bay Harbor
To: Jim Martinson & Sig Burrell
Tamico-RnR J/V
From: Matthew D. Sill, P.E., Project Manager
PND Engineers, Inc.
Re: Request for Proposal Number 1,
Gangway Landing Float Modifications

The following is not a change order or directive. The Contractor is not authorized to proceed with the Work described in this request for proposal until approved by the Owner's representative. Please furnish a unit price cost proposal that includes providing all labor, materials, tools and equipment to perform the Work as described herein.

Background:

The Owner wishes to install new glulam timber end beams on each end of the gangway landing float and a new bullrail on the gangway end of the float.

Proposed Change:

PND requests a cost proposal to furnish and install two new end beams on the gangway landing float as well as one new bullrail and associated connection hardware as shown on the attached drawing. Each 24' long end beam will be fabricated from 5.125" x 16.5" glued-laminated timber. The end beam shall be drilled to match the 12' long end beams currently installed on the gangway landing float modules. The existing connection angles and 3/4" dia. hardware shall be re-used to install the new end beam.

Contractor shall stabilize the gangway landing float during the process of removing the existing end beams and installing the new end beams. This may require temporarily lifting the gangway. Removal of the existing 12' long end beams and disposal shall be incidental to the installation of new end beams.

The 19'-6" long bullrail shall be fabricated from 5.125" x 6" glued-laminated timber, drilled as shown in the attached drawing. Drill and countersink the new end beams as shown to connect the bullrail connection hardware to the end beam on the gangway end of the gangway landing float. Bullrail profile and connection hardware shall be as detailed in Contract Documents.

Furnished materials shall meet the requirements of the project specifications for grade, treatment, coating. Timber components shall be drilled and cut prior to preservative pressure treatment.

Please provide unit price cost proposal by June 3, 2018.

RFP Attachments:

- Drawing: Gangway Landing Float RFP No. 1

RFP#001 Proposal by Tamico-RnR J/V

In accordance with the General Conditions of the Contract, the Contractor proposes that all work as described above shall be performed for the total change to the contract sum:

Addition (+)/Deduction (-), (Indicate one)

(+) \$ 11,599.76

The foregoing amount includes all direct and indirect costs related to this work and to the effect of the work on the remainder of the project. All other provisions of the contract remain in full force and effect.

The completion date is extended 30 calendar days because of this work.

Contractor: Tamico-RnR J/V

By: Jim Martinsen

Date: 6/3/19

Title: president Tamico Inc

Recommendation (by the Engineer of Record)

I have carefully examined the foregoing proposal and recommend the following:

☒ Find it to be in order and the addition or deduction in contract cost and or time is reasonable. I therefore further recommend that the Owner:

☒ Accept the proposal, as presented by the Contractor, or

☐ Revise the proposal, as noted by the Engineer (detailed information attached)

☐ Find the proposal unacceptable and recommend that the Owner reject the proposal

By: 
Matthew D. Sill, P.E., Senior Engineer

Date: 6-17-2019

Title: Project Manager, PND Engineers, Inc.

Authorization (by Owner)

☒ This proposal is accepted and I authorize performance of the changes specified herein. When signed below, this document authorizes the Contractor to proceed with the Work described in the associated RFP. In accordance with the contract documents, a Change Order in the contract amount and or completion time as provided in this accepted proposal will promptly follow.

☐ This proposal is not acceptable and is rejected

By: 
Andrew Al Hadram

Date: 7-24-19
6-18-19

Title: Capital Facilities Director

9360 GLACIER HWY, SUITE 100 • JUNEAU, ALASKA 99801 • phone: 907.586.2093 • fax: 907.586.2099

JOB TOTALS

Item m.

Project: SHOEMAKER GANGWAY FLOAT

Description

Bid Date 1/1/1900 12:00:00AM

Revised

Location

Contract #

	MARKUP %	MARKUP AMT	TOTAL	% of DIRECT COST	% of SALES
Labor	0.00 %	0.00	2,820.88	28.09 %	24.32 %
Equipment	0.00 %	0.00	2,162.00	21.53 %	18.64 %
Rental EQ	0.00 %	0.00	0.00	0.00 %	0.00 %
Material	0.00 %	0.00	4,600.00	45.80 %	39.66 %
Subcontract	0.00 %	0.00	0.00	0.00 %	0.00 %
Other	0.00 %	0.00	460.20	4.58 %	3.97 %
Direct Cost Total:			10,043.08	100 %	86.58 %
Project Overhead Table	0.00 %	0.00	0.00	0.00 %	0.00 %
Project Overhead	0.00 %	0.00	0.00	0.00 %	0.00 %
Total Job Cost:			10,043.08	100.00 %	86.58 %
Total Direct Cost Markup Amt:			0.00	0.00 %	0.00 %
Fringe Benefits	0.00 %	0.00	0.00	0.00 %	0.00 %
Corporate Overhead	5.00 %	502.15	502.15	5.00 %	4.33 %
Fees	0.00 %	0.00	0.00	0.00 %	0.00 %
Net Profit	10.00 %	1,054.52	1,054.52	10.50 %	9.09 %
Sub Total:			11,599.76	115.50 %	100.00 %
Taxes - Add On - Deduct	0.00 %	0.00	0.00	0.00 %	0.00 %
Bond Cost From Table (Y/N)	No		0.00	0.00 %	0.00 %
Total Markup Spread To Items:			1,556.68	15.50 %	13.42 %

Actual Bid:	11,599.76	Balanced Bid:	11,599.76	115.50 %	100 %
Unbalanced Amt:	0.00				
Actual Margin:	1,556.68	Proposed Margin:	1,556.68		

Unit Markup On Total Direct Cost:	0.16
Unit Markup On Total Job Cost:	0.16
Markup On Sales:	0.13
Take Off Quantity Direct Costs:	10,043.08
Take Off Quantity Bid Amount:	11,599.76
Take Off Quantity Margin:	1,556.68
Bid Quantity Margin:	1,556.68
Potential Windfall Profit/Loss:	0.00

Proposal

From: Tamico, Inc.
USA

Project: SHOEMAKER GANGWAY FLOAT
Description:

ITEM / DESCRIPTION	BID QTY	U/M	UNIT BID	AMOUNT
100 Material	1.000	lump sum	5,844.53	\$5,844.53
200 Install	1.000	lump sum	5,755.23	\$5,755.23
			TOTAL BID:	\$11,599.76

Signature: _____

[illegible]

RFP No. 2



July 3rd, 2019



Item m.

PND Project No. 152018

**SHOEMAKER BAY HARBOR
REQUEST FOR PROPOSAL NO. 2 (Rev 2)**

Project: Shoemaker Bay Harbor
To: Jim Martinson & Sig Burrell
Tamico-RnR J/V
From: Matthew D. Sill, P.E., Project Manager
PND Engineers, Inc.
Re: Request for Proposal Number 2 (Rev 2),
Fire Extinguisher Substitution

The following is not a change order or directive. The Contractor is not authorized to proceed with the Work described in this request for proposal until approved by the Owner's representative. Please furnish a unit price cost proposal that includes providing all labor, materials, tools and equipment to perform the Work as described herein.

Background:

The contract calls for the Contractor to furnish (4) 50# portable fire extinguishers under bid item no. 2899.4 and (1) Wheeled 150# Halon Fire Extinguisher under bid item no. 2899.5. The Owner reports that halon fire extinguishers are impossible to refill locally and their needs would be better met by 50# portable fire extinguishers.

Additionally, a discrepancy has been identified between the number of 20# Portable Fire Extinguishers with Cabinet and Base required on the detailed float plan and the number shown on the bid schedule under Pay Item No. 2899.3. Additional fire extinguishers are required to meet the requirements of the Fire Code.

Proposed Change:

PND requests a cost proposal to delete bid item No. 2899.5 and add bid items 2899.6 and 2899.7 as follows:

Pay Item No.	Pay Item Description	Pay Unit	Approximate Quantity	Unit Price		Amount	
				Dollars	Cents	Dollars	Cents
2899.5	Wheeled 150# Halon Fire	EA	0	9,500	00	0	00
2899.6	50# Portable Fire Extinguisher	EA	6	1,800	00	10,800	00
2899.7	20# Fire Extinguisher with Cabinet and Base	EA	7	1,400	00	9,800	00

Install the 20# fire extinguisher cabinets and bases as noted on the detailed float plans. Relocate the Fire Hose and 20# extinguisher cabinet shown on float module H7 to Mainwalk "A" and install a 20# fire extinguisher with cabinet and stand on H7 instead.

Furnish 50# Portable Fire Extinguishers to Owner-Designated location within the Harbor.

The specifications and requirements for bid item no. 2899.6 are the same as bid item no. 2899.4.

The specifications and requirements for bid item no. 2899.7 are the same as bid item no. 2899.3.

Please provide unit price cost proposal by July 8, 2019.

RFP Attachments:

- RFI No. 10 - PROC 11 Letter

RFP#002 (Rev. 2) Proposal by Tamico-RnR J/V

In accordance with the General Conditions of the Contract, the Contractor proposes that all work as described above shall be performed for the total change to the contract sum:

Addition (+)/Deduction (-), (Indicate one)

(+) \$ 11,100.00

The foregoing amount includes all direct and indirect costs related to this work and to the effect of the work on the remainder of the project. All other provisions of the contract remain in full force and effect.

The final completion date is extended 50 calendar days ^{From time of acceptance on RFP} because of this work.

Contractor: Tamico-RnR J/V

By: [Signature]

Date: 7/5/19

Title: Administrator

Recommendation (by the Engineer of Record)

I have carefully examined the foregoing proposal and recommend the following:

☒ Find it to be in order and the addition or deduction in contract cost and or time is reasonable. I therefore further recommend that the Owner:

☒ Accept the proposal, as presented by the Contractor, or

☐ Revise the proposal, as noted by the Engineer (detailed information attached)

☐ Find the proposal unacceptable and recommend that the Owner reject the proposal

By: [Signature]
Matthew D. Siff, P.E., Senior Engineer

Date: 7-16-2019

Title: Project Manager, PND Engineers, Inc.

Authorization (by Owner)

☐ This proposal is accepted and I authorize performance of the changes specified herein. When signed below, this document authorizes the Contractor to proceed with the Work described in the associated RFP. In accordance with the contract documents, a Change Order in the contract amount and or completion time as provided in this accepted proposal will promptly follow.

☐ This proposal is not acceptable and is rejected

By: [Signature]

Date: 7-24-2019

Title: Branch Manager

RFP No. 3

July 23rd, 2019

PND Project No. 152018

**SHOEMAKER BAY HARBOR
REQUEST FOR PROPOSAL NO. 3**

Project: Shoemaker Bay Harbor
To: Jim Martinson & Sig Burrell
Tamico-RnR J/V
From: Matthew D. Sill, P.E., Project Manager
PND Engineers, Inc.
Re: Request for Proposal Number 3,
Boarding Float & Uplands Improvements

The following is not a change order or directive. The Contractor is not authorized to proceed with the Work described in this request for proposal until approved by the Owner's representative. Please furnish a unit price cost proposal that includes providing all labor, materials, tools and equipment to perform the Work as described herein.

Background:

The Owner wishes to include additional work under the current contract to include uplands improvements in the form of grading for drainage and placement of fill material to improve the ability of the Owner to maintain the parking lot in the future. The launch ramp boarding float at Shoemaker Bay is included for demolition and replacement.

Proposed Change:

The work includes the excavation of 18" of material from the surface of the parking lot within the indicated boundaries and replacement with 12" of shot rock borrow topped with a 6" layer of surface course graded to the drain. See Sections 02202 and 02204 for gradation and compaction requirements for fill. As part of the excavation, two existing concrete slabs will be demolished as noted on the plans. The work also includes the placement of a rock parking boundary consisting of Class II Armor rock. The stones utilized in the parking boundary shall be selected from the upper 50% of the Class II gradation so that all stones exceed 200 pounds. As part of the uplands grading, three existing catch basins will receive new grates as detailed in the plans.

Additionally, the work includes demolishing the existing launch ramp boarding float and abutment, grading the existing earthen ramp below the boarding float to match the existing concrete launch ramp driving surface, installing concrete support planks and placing a new concrete float abutment. The work includes furnishing and installing new boarding floats as detailed in the plans. Field installation of the pile hoops is required due to the spacing of the existing timber piles.

PND requests a cost proposal to include the following bid items:

Pay Item No.	Pay Item Description	Pay Unit	Approximate Quantity	Unit Price		Amount	
				Dollars	Cents	Dollars	Cents
1505.2	Mobilization	LS	All Req'd				
2060.2	Demolition and Disposal	LS	All Req'd				
2201.1	Uplands Excavation	CY	2,200				
2202.1	Shot Rock Borrow, Class A	CY	1,200				
2204.1	Surface Course Grading C-1	CY	1,000				
2205.02	Class II Armor Rock Parking Boundary	CY	100				
2895.13	Furnish and Install 6'x220' Timber Boarding Float	LS	All Req'd				
3301.1	Furnish and Install Concrete Support Planks	LS	All Req'd				
3305.2	Furnish and Install Concrete Abutment	LS	All Req'd				

Please provide unit price cost proposal by **July 31, 2019**.

RFP Attachments:

- RFP No 3 - Drawings

RFP#003 Proposal by Tamico-RnR J/V

In accordance with the General Conditions of the Contract, the Contractor proposes that all work as described above shall be performed for the total change to the contract sum:

Addition (+)/Deduction (-), (Indicate one)

(+) \$ See Attached Quote

The foregoing amount includes all direct and indirect costs related to this work and to the effect of the work on the remainder of the project. All other provisions of the contract remain in full force and effect.

The final completion date is extended 120 calendar days because of this work. **180 - US\$.**

Contractor: Tamico-RnR J/V

By: Jim Martinsen

Date: 9/15/19

Title: President Tamico

Recommendation (by the Engineer of Record)


I have carefully examined the foregoing proposal and recommend the following:

☒ Find it to be in order and the addition or deduction in contract cost and or time is reasonable.
I therefore further recommend that the Owner:

☐ Accept the proposal, as presented by the Contractor, or

☒ Revise the proposal, as noted by the Engineer (detailed information attached)

☐ Find the proposal unacceptable and recommend that the Owner reject the proposal

By: 
Matthew D. Sill, P.E., Senior Engineer

Date: 10/17/2019

Title: Project Manager, PND Engineers, Inc.

Authorization (by Owner)

☐ This proposal is accepted and I authorize performance of the changes specified herein. When signed below, this document authorizes the Contractor to proceed with the Work described in the associated RFP. In accordance with the contract documents, a Change Order in the contract amount and or completion time as provided in this accepted proposal will promptly follow.

☐ This proposal is not acceptable and is rejected

By: _____

Date: _____

Title: _____

Proposal

Item m.

From: Tamico Inc
PO Box 1540
Petersburg, AK 99833
Phone: 907-772-4585
Fax: 907-772-3974

Project: SHOEMAKER BOARDING FLOAT A
Description:

ITEM / DESCRIPTION	BID QTY	U/M	UNIT BID	AMOUNT
1505.2 Mobilization	1.000	lump sum	17,000.00	\$17,000.00
2060.2 Demo and Disposal	1.000	lump sum	3,000.00	\$3,000.00
2895.13 Furnish and Install 6' x 220' Timber Boarding Float	1.000	lump sum	305,000.00	\$305,000.00
3301.1 Furnish and Install Concrete Support Planks	1.000	lump sum	22,000.00	\$22,000.00
3305.2 Furnish and Install Concrete abutment	1.000	lump sum	13,000.00	\$13,000.00
			TOTAL BID:	\$360,000.00

Signature: _____

Proposal

Item m.

From: Tamico Inc
PO Box 1540
Petersburg, AK 99833
Phone: 907-772-4585
Fax: 907-772-3974

Project: SHOEMAKER PARKING LOT
Description:

ITEM / DESCRIPTION	BID QTY	U/M	UNIT BID	AMOUNT
1505.2 Mobilization	1.000	lump sum	18,000.00	\$18,000.00
2201.1 Uplands Excavation	2,200.000	cu yd	18.00	\$39,600.00
2202.1 Shot Rock Borrow, Class A	1,200.000	cu yd	42.00	\$50,400.00
2204.1 Surface Course Grading C-1	1,000.000	cu yd	65.00	\$65,000.00
2205.02 Class II Armor Rock Parking Boundry	100.000	cu yd	75.00	\$7,500.00
			TOTAL BID:	\$180,500.00

Signature: _____

From: Matthew Sill
Sent: Thursday, October 17, 2019 2:31 PM
To: Amber Al-Haddad
Subject: WRG SBH - RFP No. 3 Timeline

Amber,

Carrie Martinsen called me a few minutes ago and asked if they could revise the 120 calendar days requested in RFP no. 3 to 180 calendar days in light of the float fabricator's schedule over the winter.

I don't have any objections to this, as I would rather work with the fabricator's schedule rather than push for a shorter deadline and miss it.

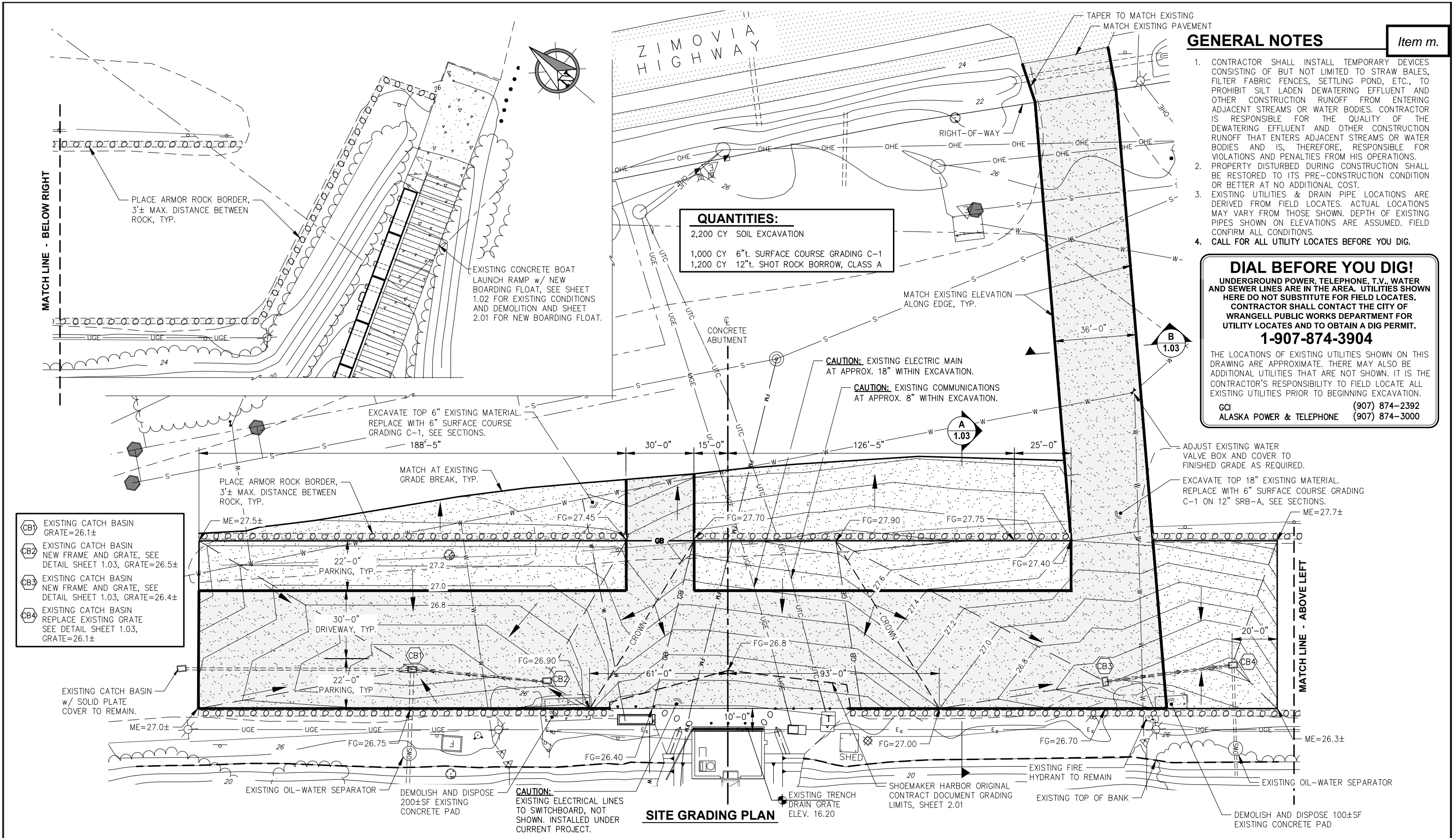
What are your thoughts?

Thank you,

Matthew D. Sill, P.E. | Senior Engineer
P|N|D Engineers, Inc.
9360 Glacier Hwy, Suite 100, Juneau, AK 99801
p. 907.586.2093 f. 907.586.2099
msill@pndengineers.com | www.pndengineers.com



If you are not the intended recipient, please notify the sender immediately and delete this e-mail from your system.



REVISIONS					
REV.	DATE	DESCRIPTION	DWN.	CKD.	APP.

PND
ENGINEERS, INC.

9360 Glacier Highway, Ste. 100
Juneau, Alaska 99801
Phone: 907-586-2093
Fax: 907-586-2099
www.pndengineers.com

DESIGN: MS
DRAWN: WRB

CHECKED: WRB
APPROVED: CRS

SCALE: SCALE IN FEET
0 20 40 FT.

RFP #3

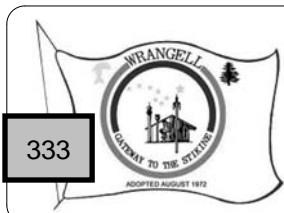
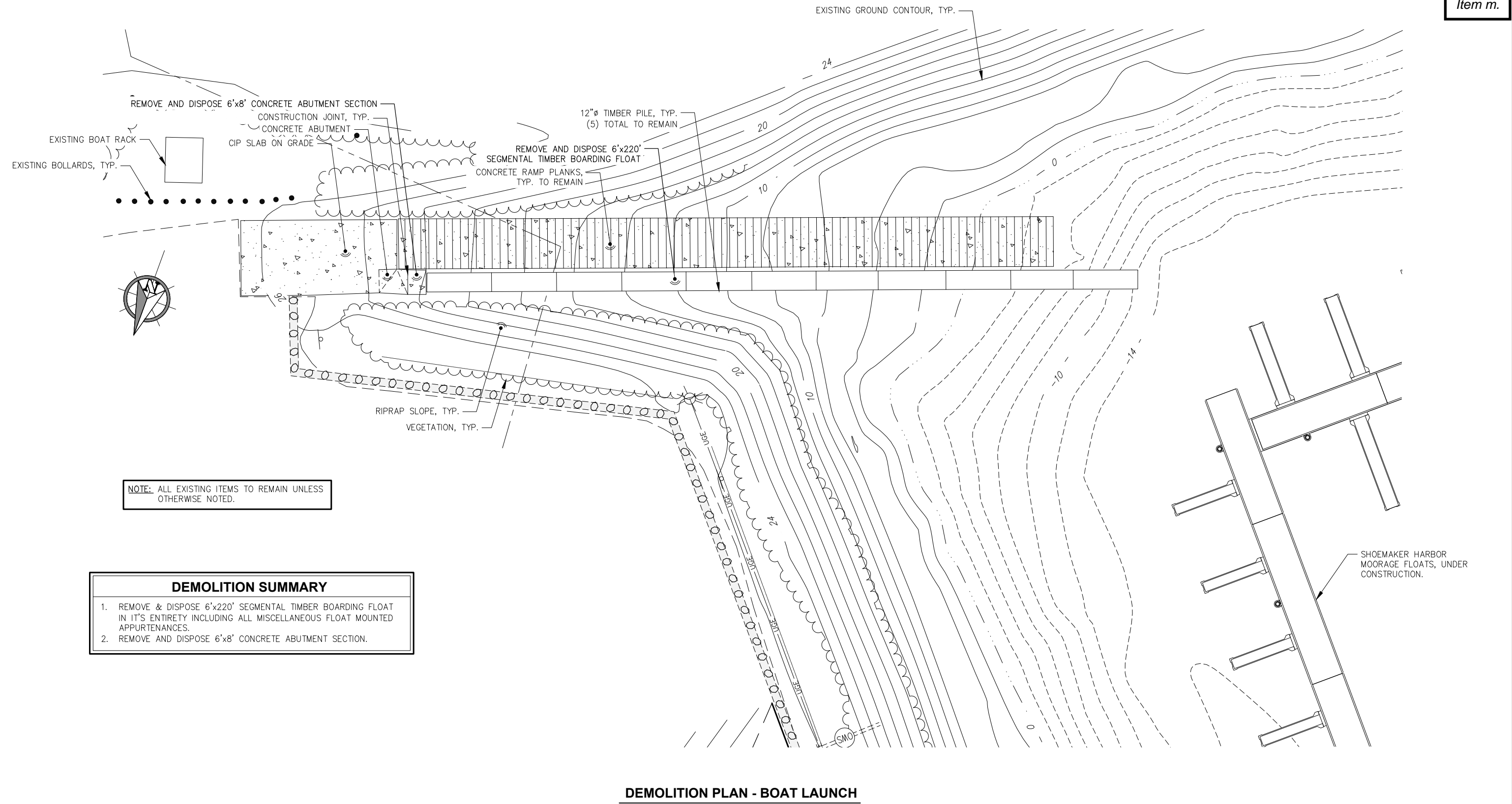
DATE: 7/22/2019

**CITY AND BOROUGH OF WRANGELL
SHOEMAKER BAY HARBOR**

SHEET TITLE:
SITE GRADING PLAN

PND PROJECT NO.: 182070

1.01



REVISIONS					
REV.	DATE	DESCRIPTION	DWN.	CKD.	APP.

P | N | D
ENGINEERS, INC.

9360 Glacier Highway, Ste. 100
Juneau, Alaska 99801
Phone: 907-586-2093
Fax: 907-586-2099
www.pndengineers.com

DESIGN: WRB
DRAWN: WRB

CHECKED: MS
APPROVED: CRS

SCALE: SCALE IN FEET
0 15 30 FT.

RFP #3

DATE: 7/22/2019

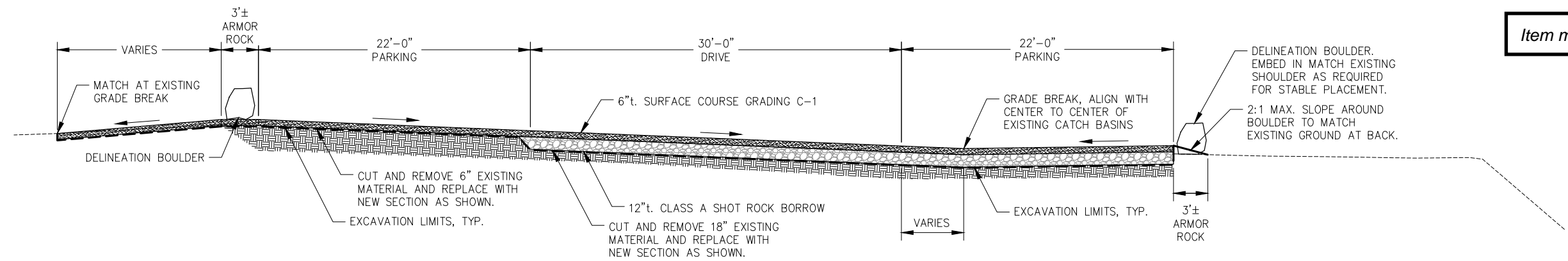
CITY AND BOROUGH OF WRANGELL
SHOEMAKER BAY HARBOR

SHEET TITLE:
DEMOLITION PLAN
- BOAT LAUNCH

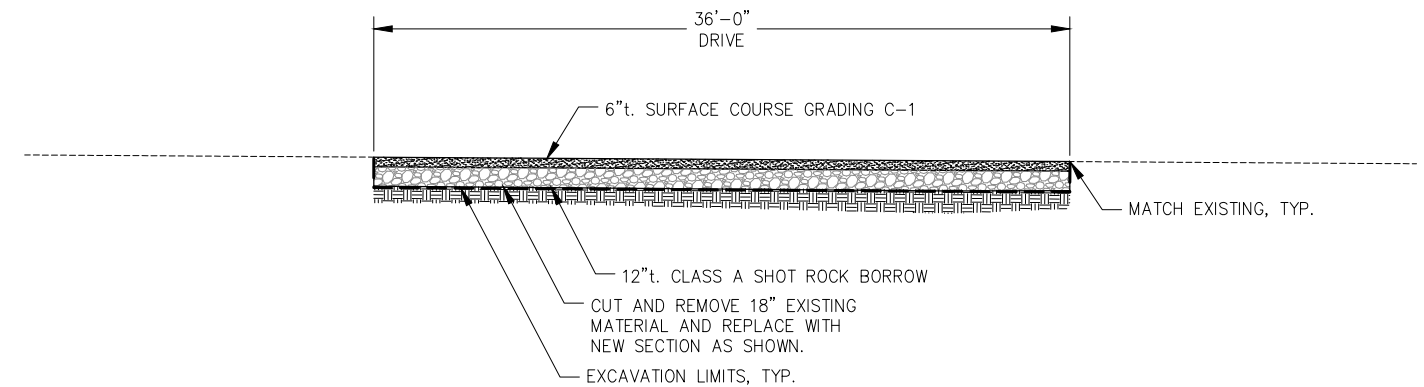
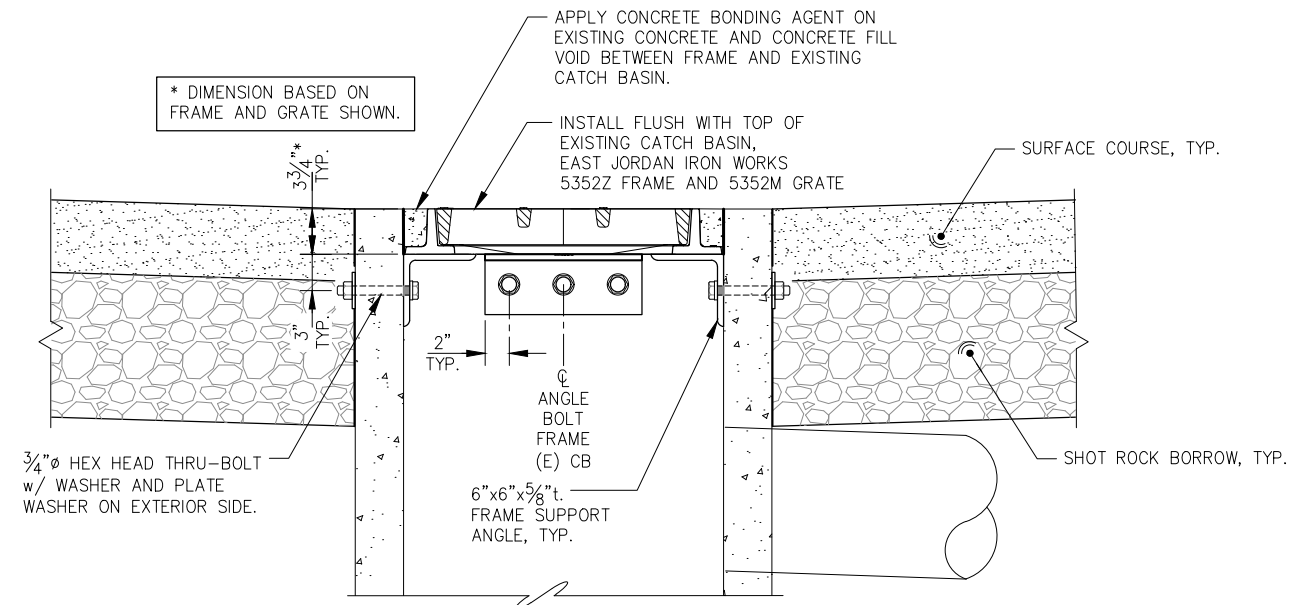
PND PROJECT NO.: 182070

1.02

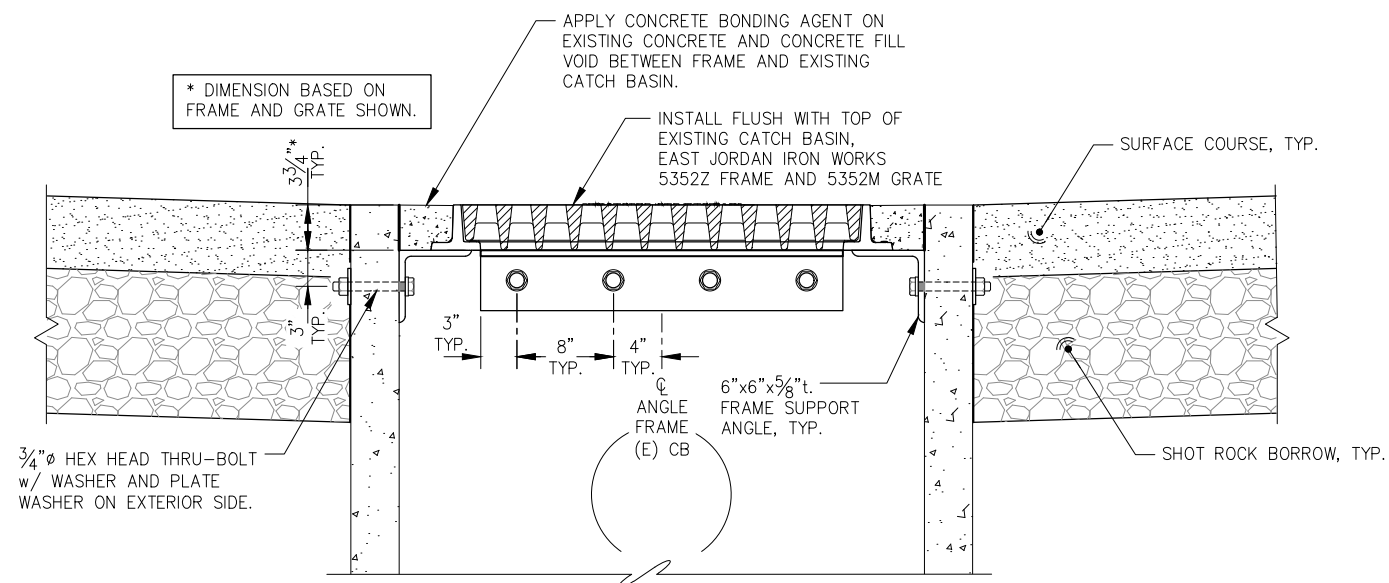
Item m.



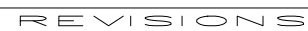
A
1.01 **SECTION**



B
1.01 **SECTION**



FRAME AND GRATE RETROFIT

[illegible]

9360 Glacier Highway, Ste. 100
Juneau, Alaska 99801
Phone: 907-586-2093
Fax: 907-586-2099
www.pndengineers.com

DESIGN: WRB CHECKED: MS
DRAWN: WRB APPROVED: CRS

SCALE: NTS

RFP #3

DATE: 7/22/2019

**CITY AND BOROUGH OF WRANGELL
SHOEMAKER BAY HARBOR**

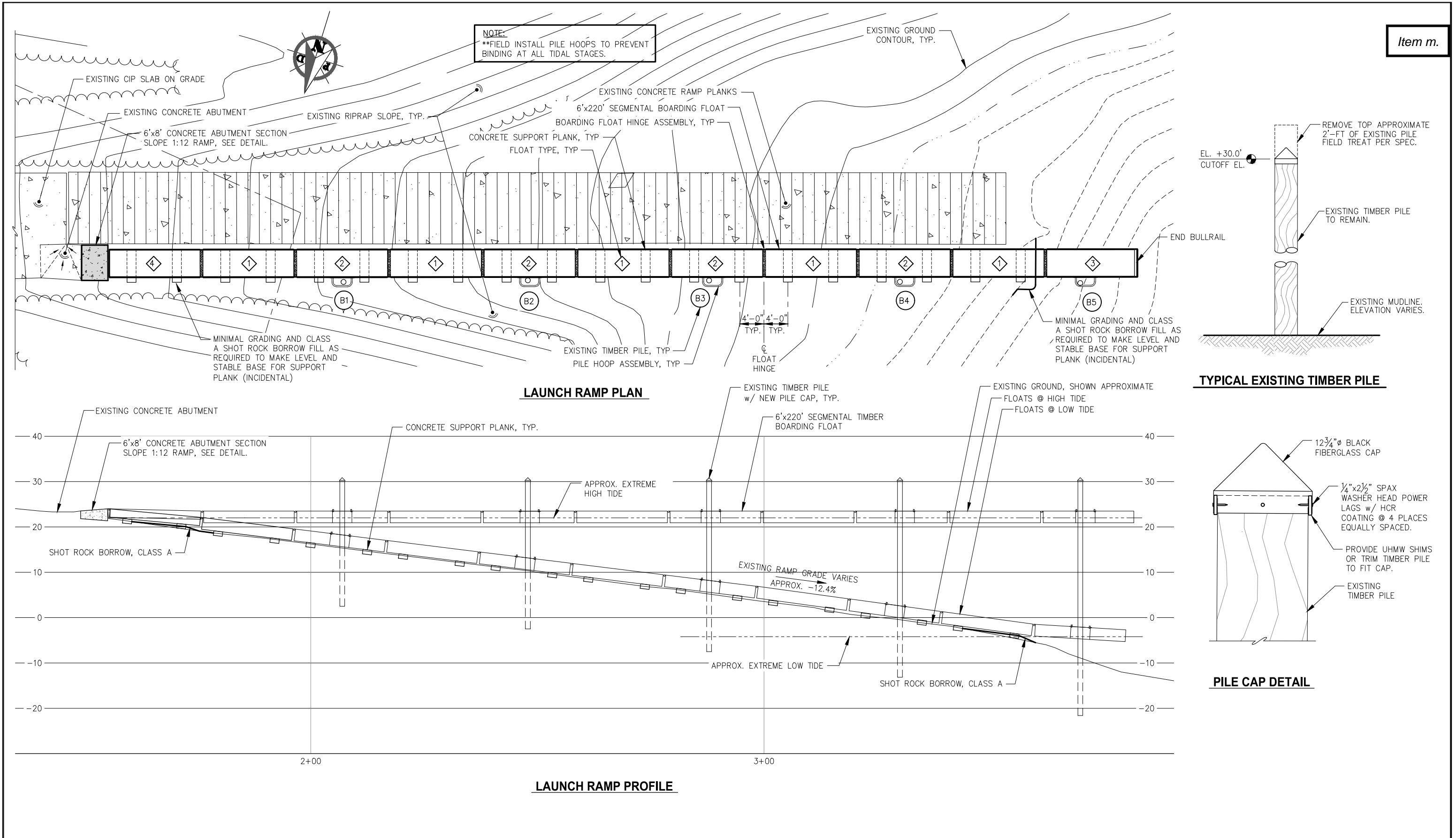
SHEET TITLE:

SITE DETAILS

PND PROJECT NO.: 182070

1.03





Item m.



REVISIONS					
REV.	DATE	DESCRIPTION	DWN.	CKD.	APP.

PND
ENGINEERS, INC.

9360 Glacier Highway, Ste. 100
Juneau, Alaska 99801
Phone: 907-586-2093
Fax: 907-586-2099
www.pndengineers.com

DESIGN: BMI CHECKED: MS
DRAWN: WRB APPROVED: CRS

SCALE: SCALE IN FEET
0 10 20 FT.

RFP #3

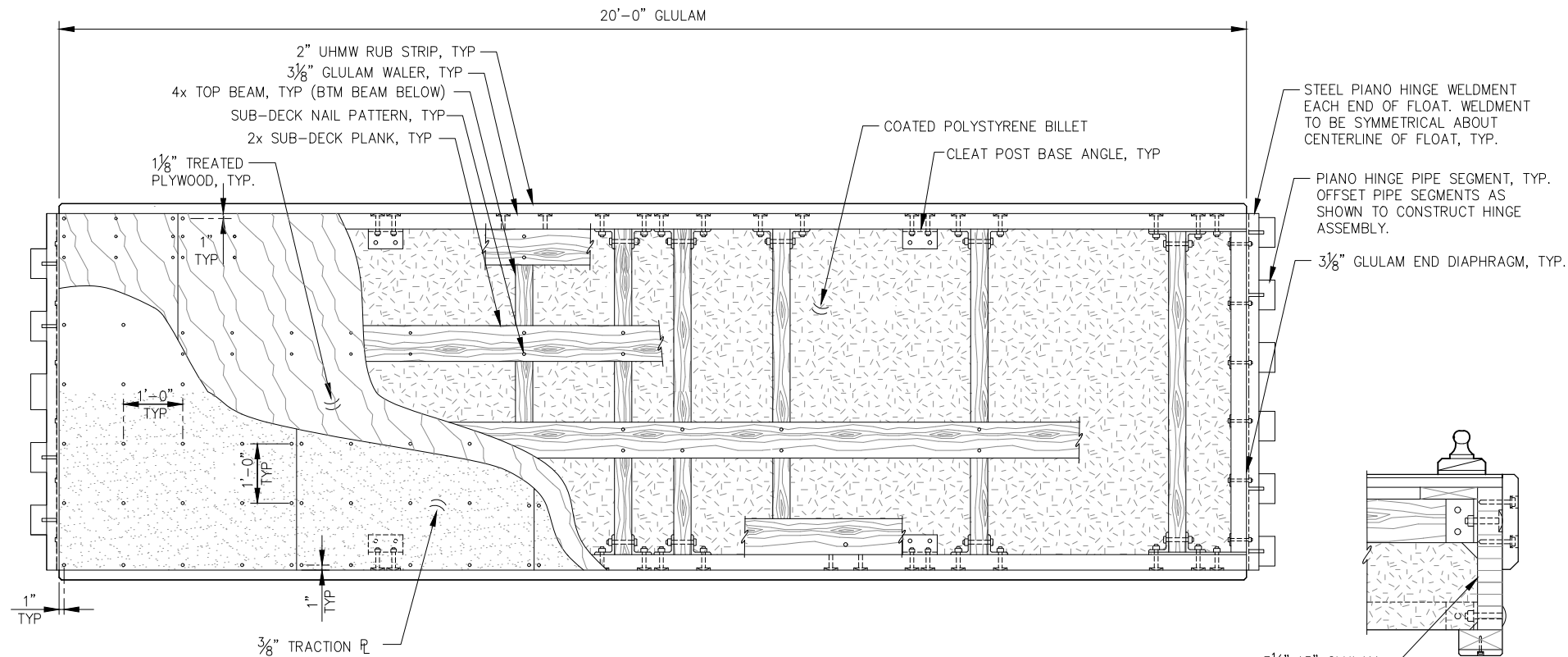
DATE: 7/22/2019

**CITY AND BOROUGH OF WRANGELL
SHOEMAKER BAY HARBOR**

SHEET TITLE:
PLAN AND PROFILE

PND PROJECT NO.: 182070

2.01

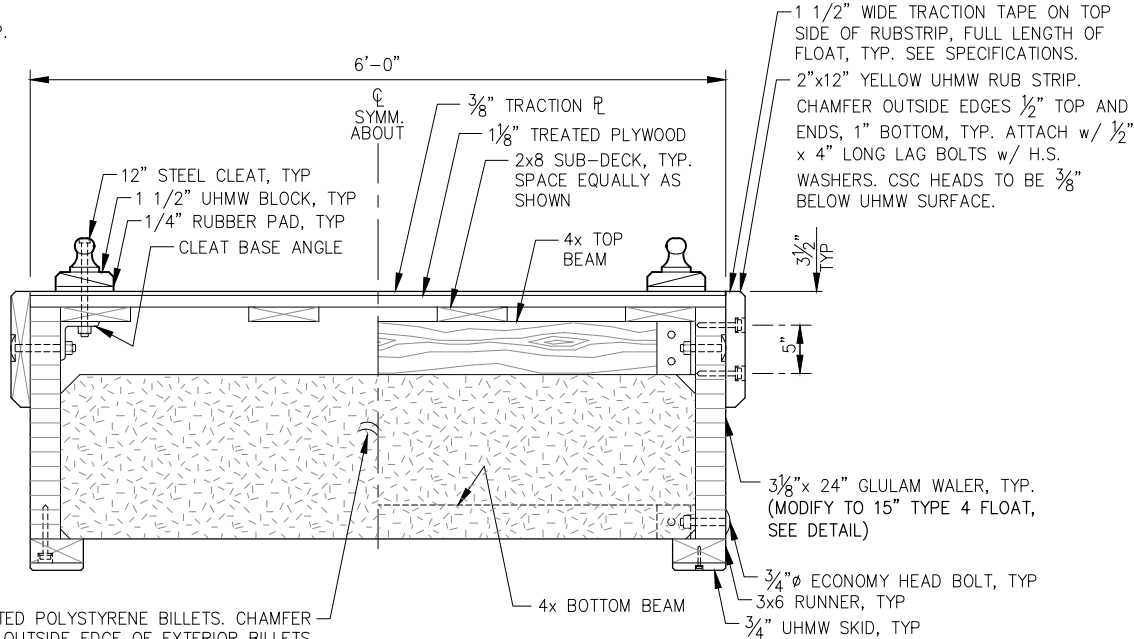


FLOAT FRAMING PLAN (TYPE 1)

TYPE 4 BOARDING FLOAT MODIFIED AS SHOWN. SEE BOARDING FLOAT TYPICAL SECTION FOR CALLOUTS AND DIMENSIONS NOT SHOWN.

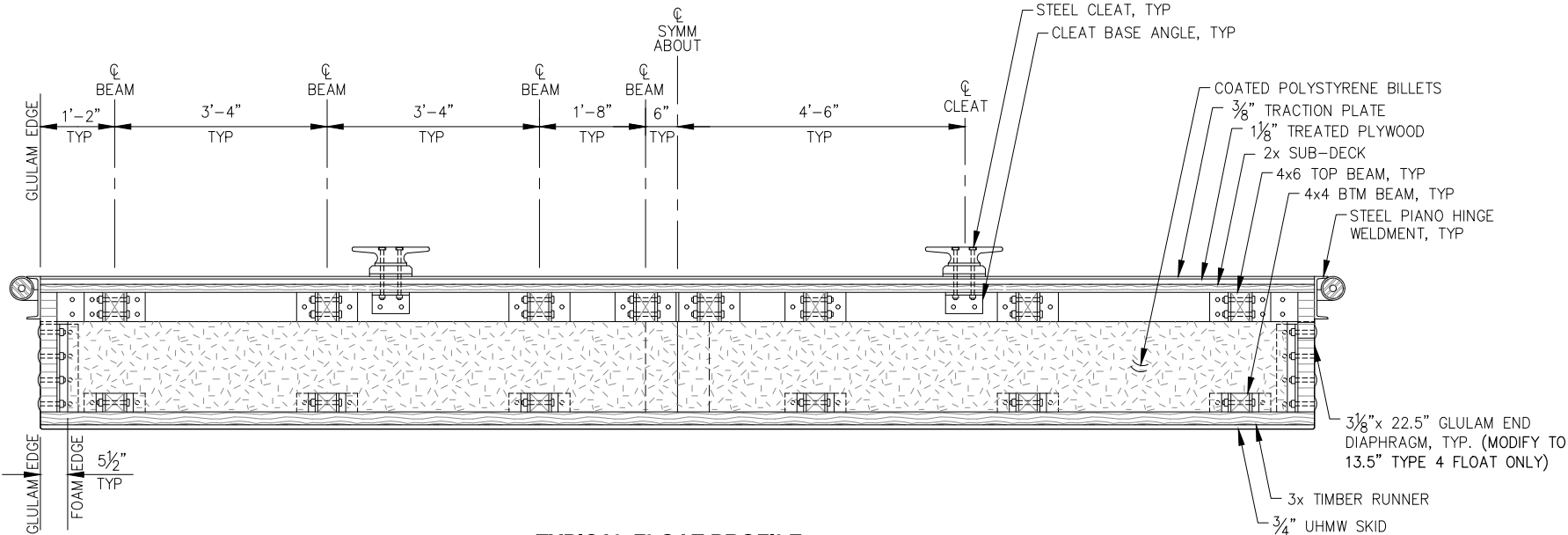
GENERAL NOTES:

1. ATTACH 2x SUB-DECK w/ 30d GALV. NAILS AS SHOWN ON FLOAT FRAMING PLAN.
2. 1/8" TREATED PLYWOOD TO BE ATTACHED w/ 3" LONG 12 GA. STAINLESS STEEL, FLATHEAD, WOOD SCREWS AS SHOWN ON FLOAT FRAMING PLAN AND AS REQUIRED TO ASSURE PLYWOOD LAYS FLAT. ALL PLYWOOD EDGES SHALL BE FULLY SUPPORTED. PROVIDE 2x BLOCKING AS REQUIRED. SECURE BLOCKING SIMILAR TO SUB-DECKING. ALL PLYWOOD EDGES SHALL BE TREATED WITH 2 COATS OF EPOXY.
3. 3/8" TRACTION PLATE TO BE ATTACHED w/ 3" LONG 12 GA. STAINLESS STEEL, FLATHEAD, WOOD SCREWS AS SHOWN ON FLOAT FRAMING PLAN. CSC SCREWS TO HAVE HEADS FLUSH w/ TOP OF PLATE. LOCATE SCREWS TO MISS PLYWOOD ATTACHMENT SCREWS. REPAIR CUTS/HOLES IN TRACTION PLATE PER MANUF. RECOMMENDATIONS.
4. ATTACHMENT SCREWS SHALL HAVE PILOT HOLES PER INDUSTRY STANDARD.

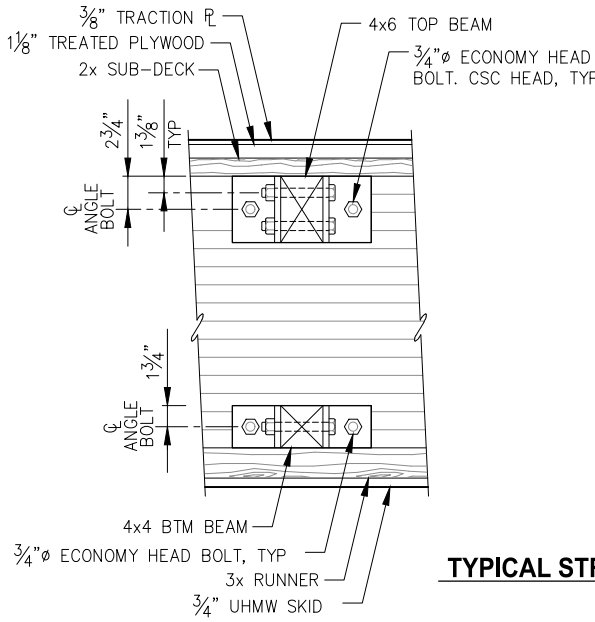


BOARDING FLOAT (TYPE 4)

BOARDING FLOAT TYPICAL SECTION



TYPICAL FLOAT PROFILE



TYPICAL STRINGER CONNECTION

ELEVATION



REVISIONS

REV.	DATE	DESCRIPTION	DWN.	CKD.	APP.

PND
ENGINEERS, INC.

9360 Glacier Highway, Ste. 100
Juneau, Alaska 99801
Phone: 907-586-2093
Fax: 907-586-2099
www.pndengineers.com

DESIGN: BMI CHECKED: MS
DRAWN: BMI APPROVED: CRS

SCALE: NTS

RFP #3

DATE: 7/22/2019

**CITY AND BOROUGH OF WRANGELL
SHOEMAKER BAY HARBOR**

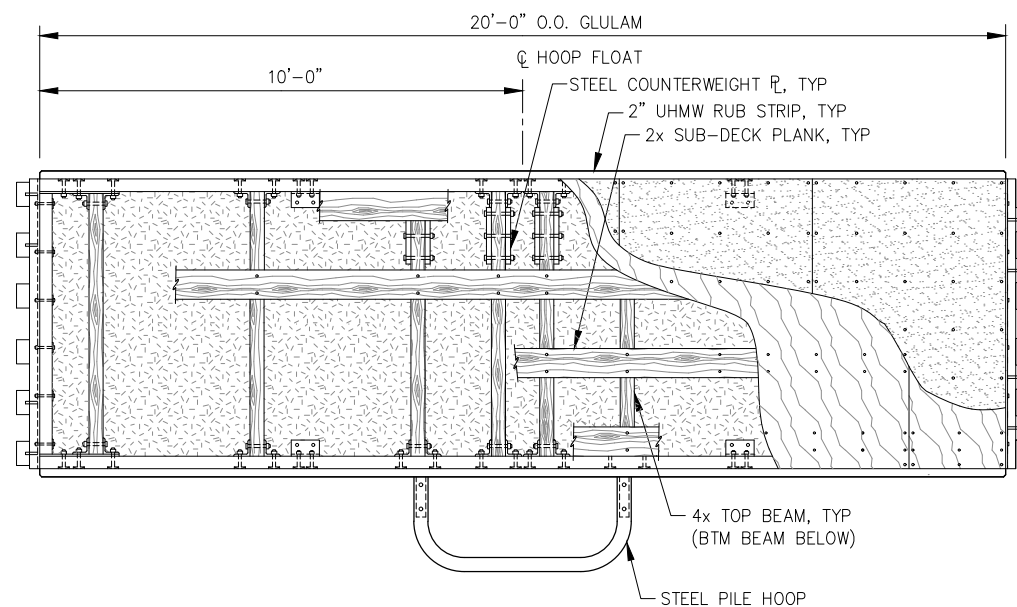
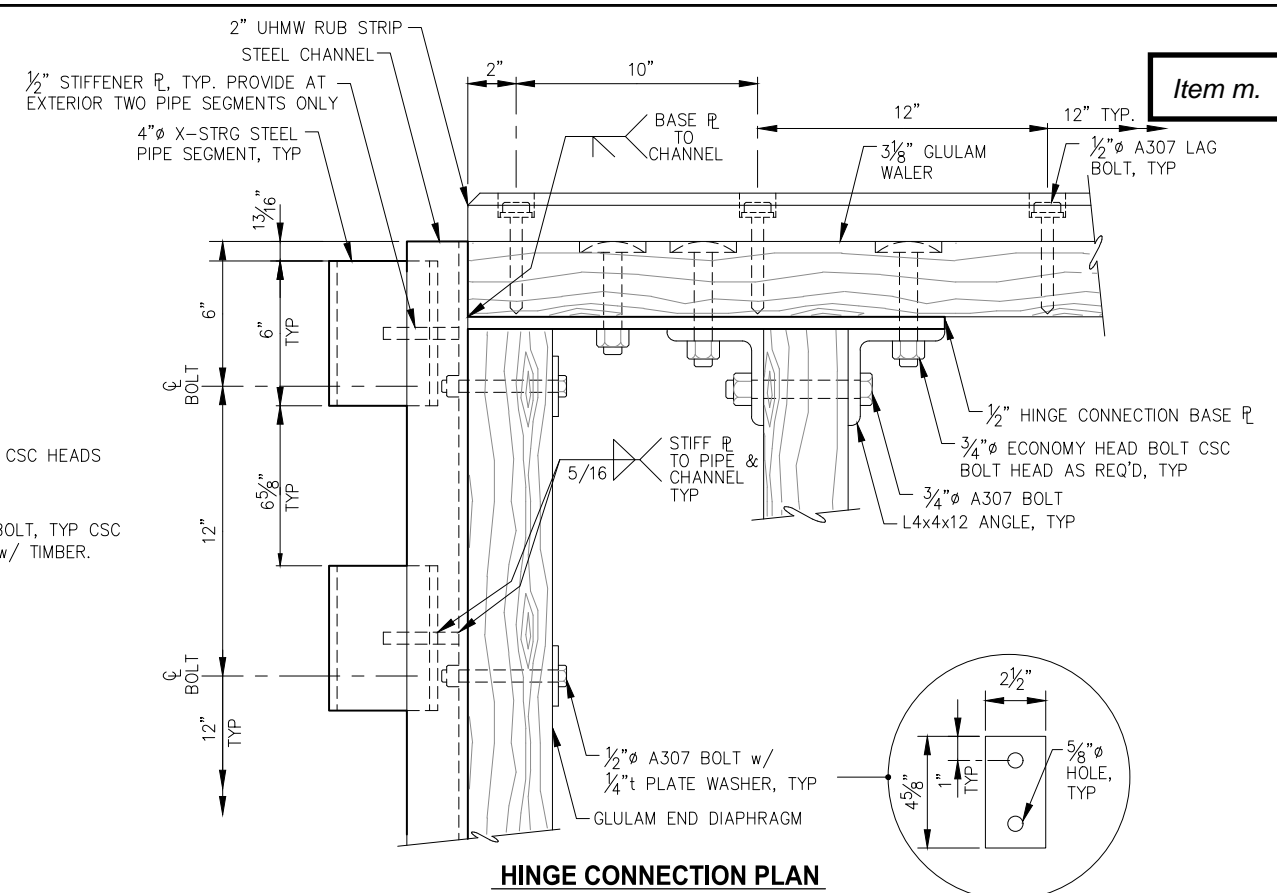
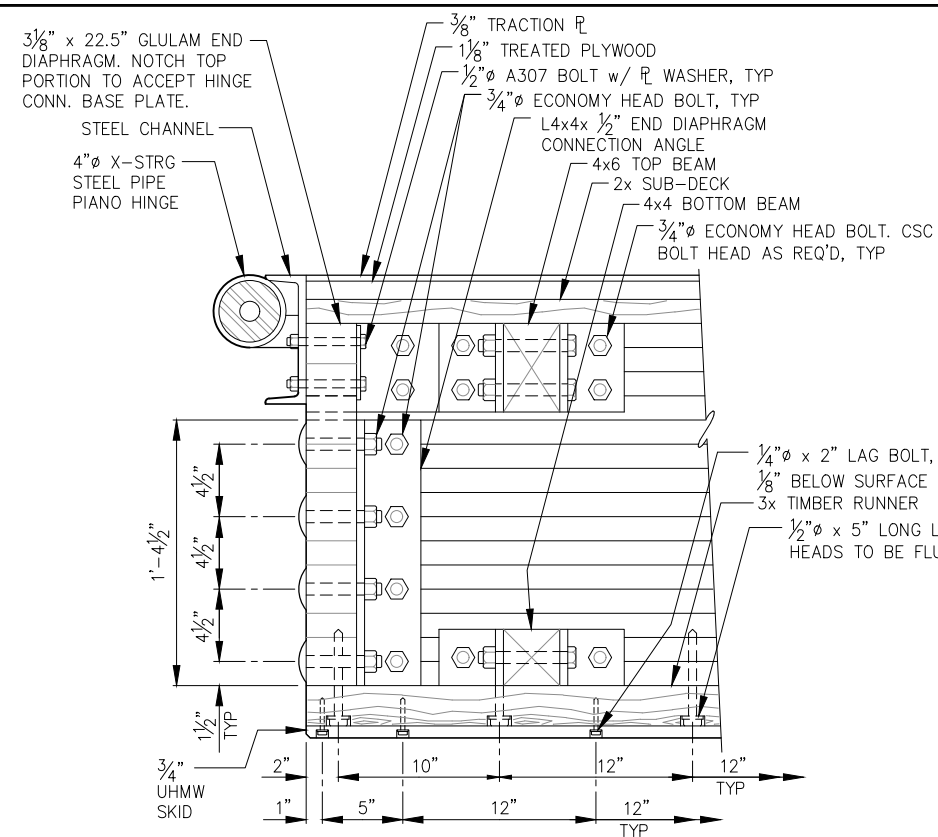
SHEET TITLE:

BOARDING FLOAT DETAILS

PND PROJECT NO.: 182070

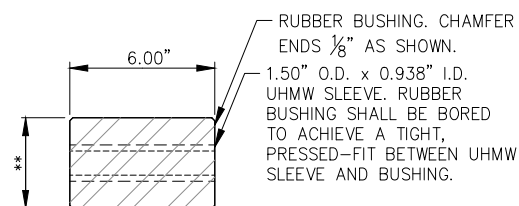
Item m.

2.02

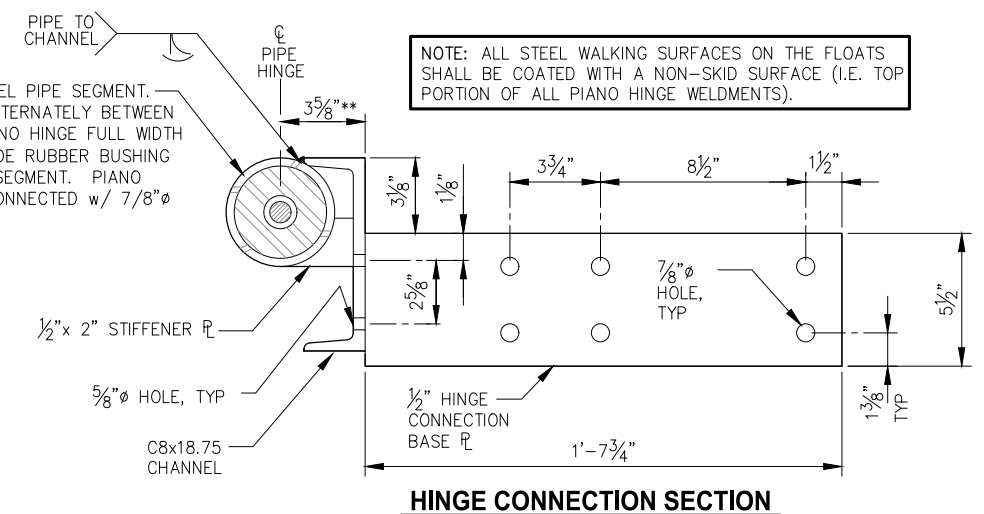
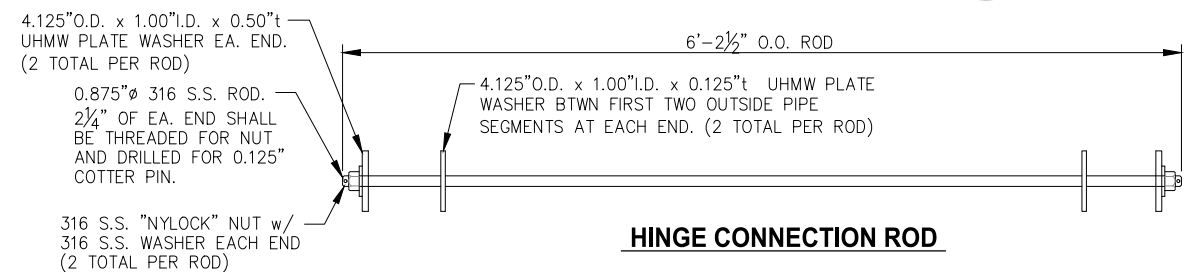


STEEL PIPE PLANO HINGE WELDMENT
EACH END OF FLOAT. WELDMENT TO
BE SYMMETRICAL ABOUT CENTERLINE
OF FLOAT, TYP

NOTES:
FABRICATOR TO DRY-FIT HINGE ASSEMBLIES PRIOR TO APPLICATION OF COATINGS TO ENSURE HINGE MOVES FREELY AND DOES NOT BIND.
** DIMENSION ASSUMED TO BE MINIMUM OF 3 5/8". FABRICATOR SHALL VERIFY DIMENSION REQ'D FOR TOP OF PIPE SEGMENT TO BE FLUSH WITH TOP OF ANGLE, AND WELDED AS SHOWN. ALSO, PIPE SEGMENT SHALL HAVE MINIMUM CLEARANCE BETWEEN IT AND THE ANGLE OF 3/8" SUCH THAT WHEN ASSEMBLED, HINGE PIPE SEGMENTS DO NOT RUB AGAINST EDGE OF ANGLE TOP LEG. (I.E. AVOID NON-SKID COATING BEING WORE OFF AFTER INSTALLATION.)



**SEE SPECIFICATIONS FOR DIAMETER REQUIREMENTS



NOTE: ALL STEEL WALKING SURFACES ON THE FLOATS SHALL BE COATED WITH A NON-SKID SURFACE (I.E. TOP PORTION OF ALL PIANO HINGE WELDMENTS).

NOTES:

1. DETAILS NOT SHOWN SIMILAR TO TYPE 1 FLOAT.
2. TYPE 3 FLOAT SIMILAR TO TYPE 2 FLOAT, IN LIEU OF HINGE ON OUTBOARD END INSTALL YELLOW UHMW RUB STRIP AND TIMBER BULLRAIL FULL WIDTH ACROSS END OF FLOAT.

[illegible]

9360 Glacier Highway, Ste. 100
Juneau, Alaska 99801
Phone: 907-586-2093
Fax: 907-586-2099
www.pndengineers.com

DESIGN: BMI CHECKED: MS
DRAWN: BMI APPROVED: CRS

SCALE: NTS

RFP #3

DATE: 7/22/2019

**CITY AND BOROUGH OF WRANGELL
SHOEMAKER BAY HARBOR**

SHEET TITLE:

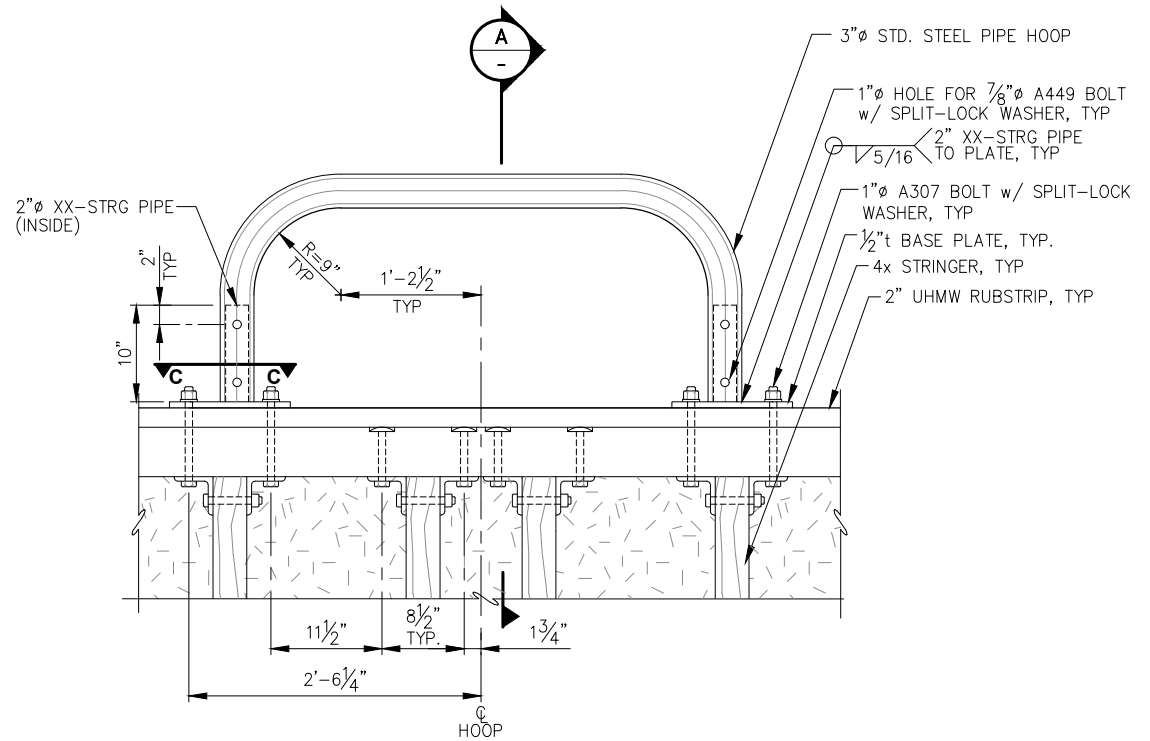
BOARDING FLOAT DETAILS

PND PROJECT NO.: 182070

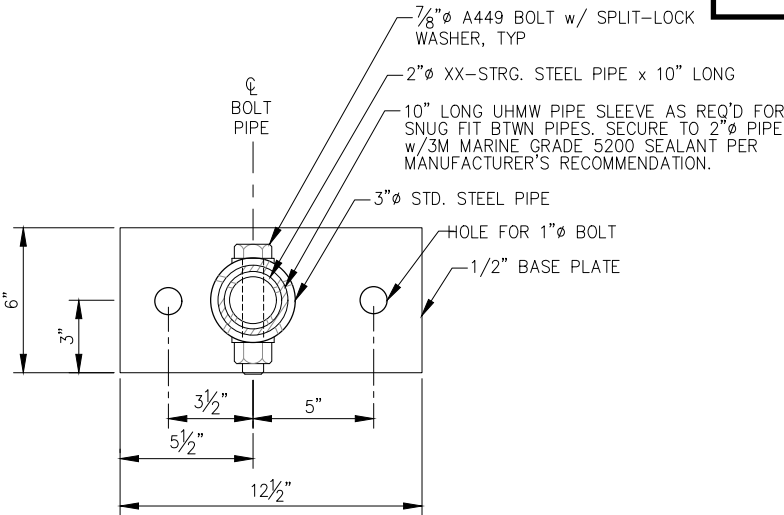
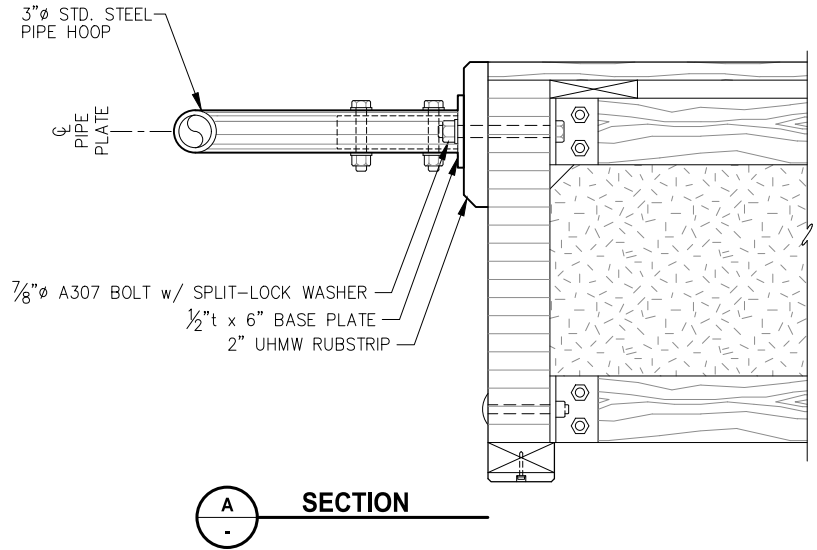
2.03



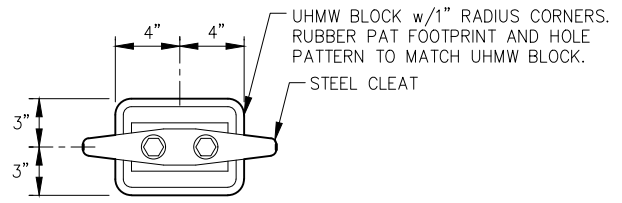
Item m.



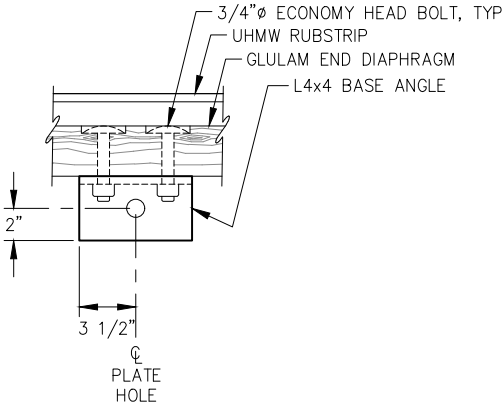
REMOVABLE PILE HOOP - PLAN



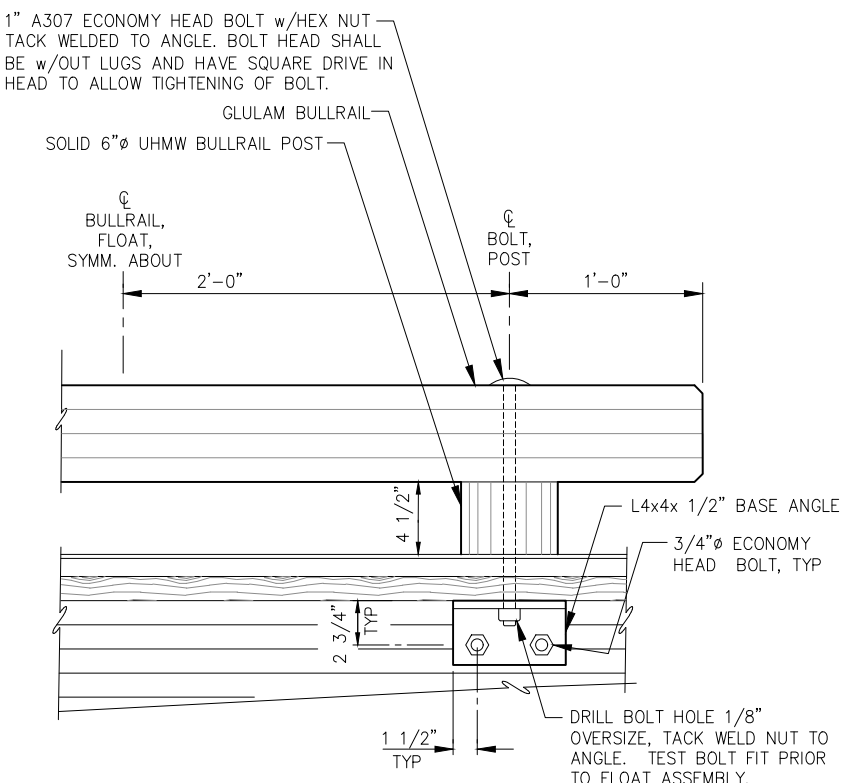
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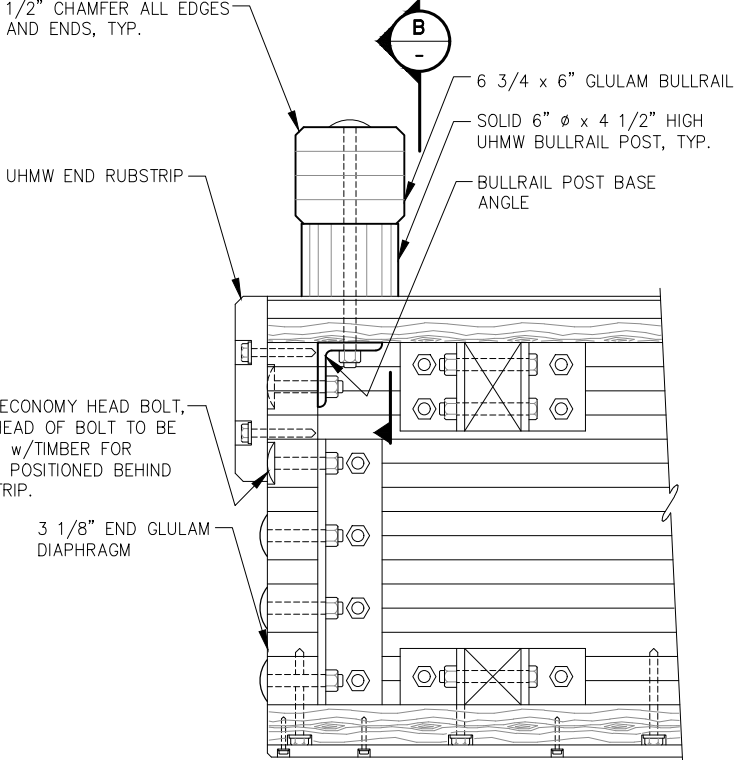
TYPICAL CLEAT - PLAN



BULLRAIL BASE ANGLE - PLAN



END BULLRAIL ELEVATION B



TYPE 3 FLOAT END BULLRAIL CONNECTION PROFILE

DETAILS NOT SHOWN SIMILAR TO TYPE 2 FLOAT.



338

REVISIONS					
REV.	DATE	DESCRIPTION	DWN.	CKD.	APP.

PND
ENGINEERS, INC.

9360 Glacier Highway, Ste. 100
Juneau, Alaska 99801
Phone: 907-586-2093
Fax: 907-586-2099
www.pndengineers.com

DESIGN: BMI CHECKED: MS
DRAWN: BMI APPROVED: CRS

SCALE: NTS

RFP #3

DATE: 7/22/2019

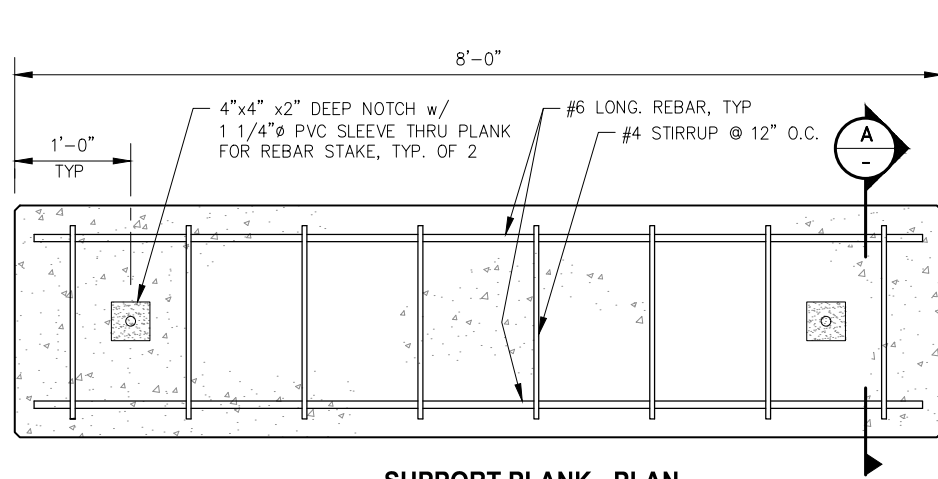
**CITY AND BOROUGH OF WRANGELL
SHOEMAKER BAY HARBOR**

SHEET TITLE:
BOARDING FLOAT DETAILS

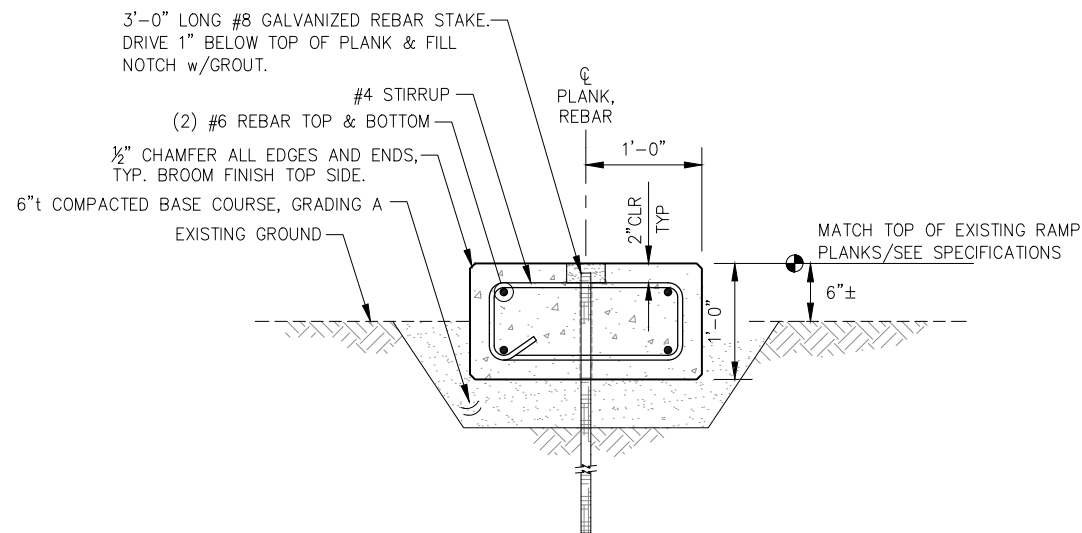
PND PROJECT NO.: 182070

2.04

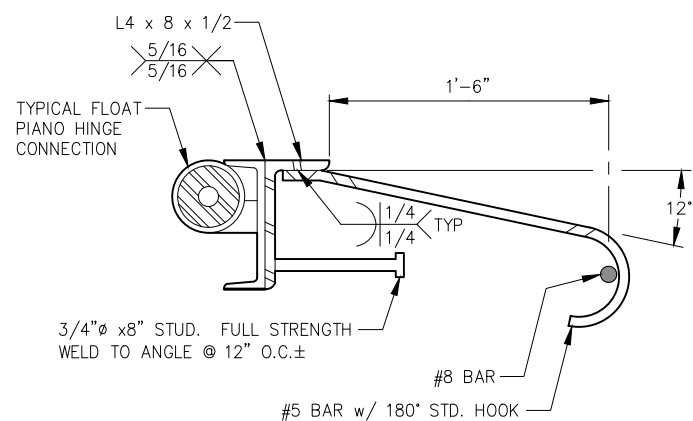
Item m.



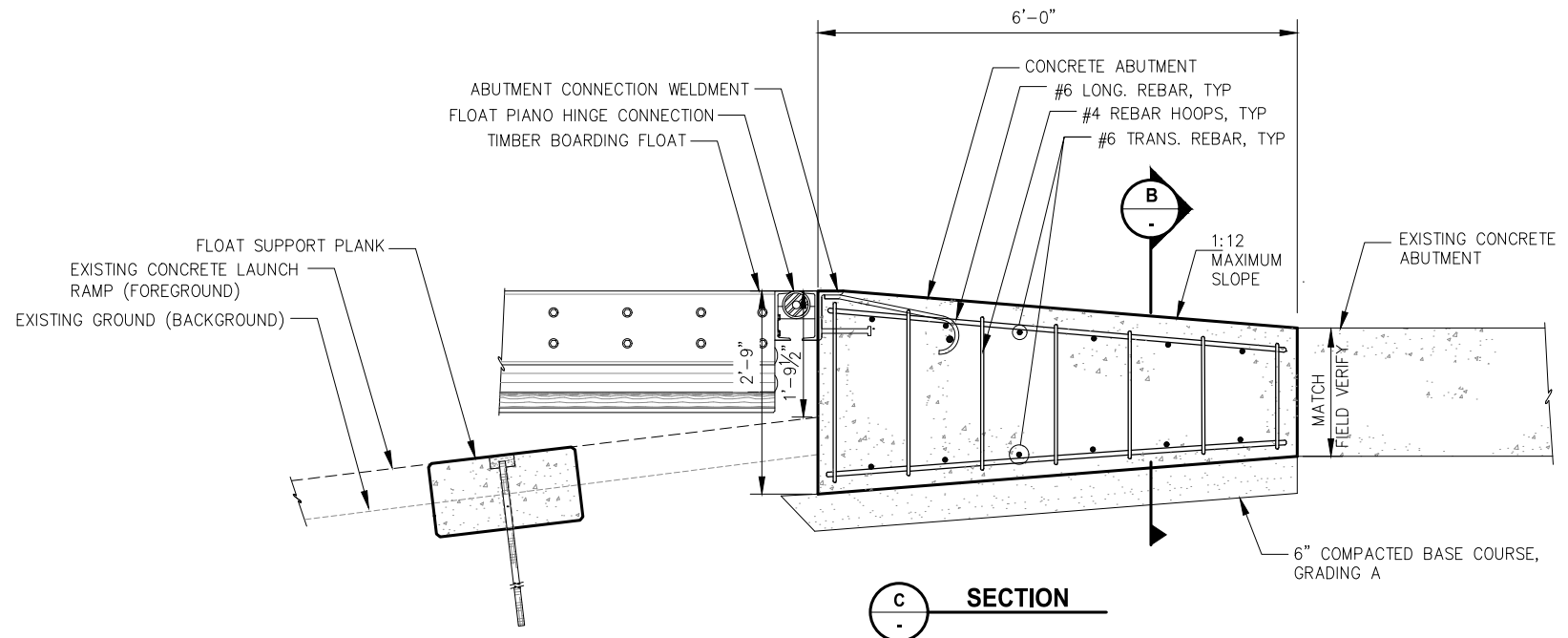
SUPPORT PLANK - PLAN
(20 TOTAL)



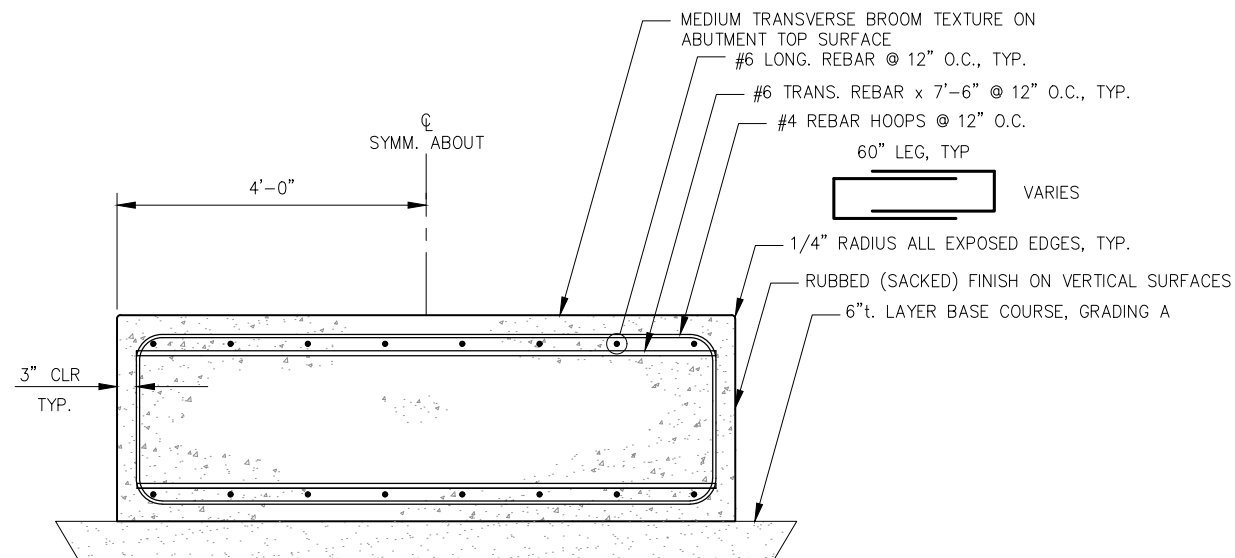
SECTION A



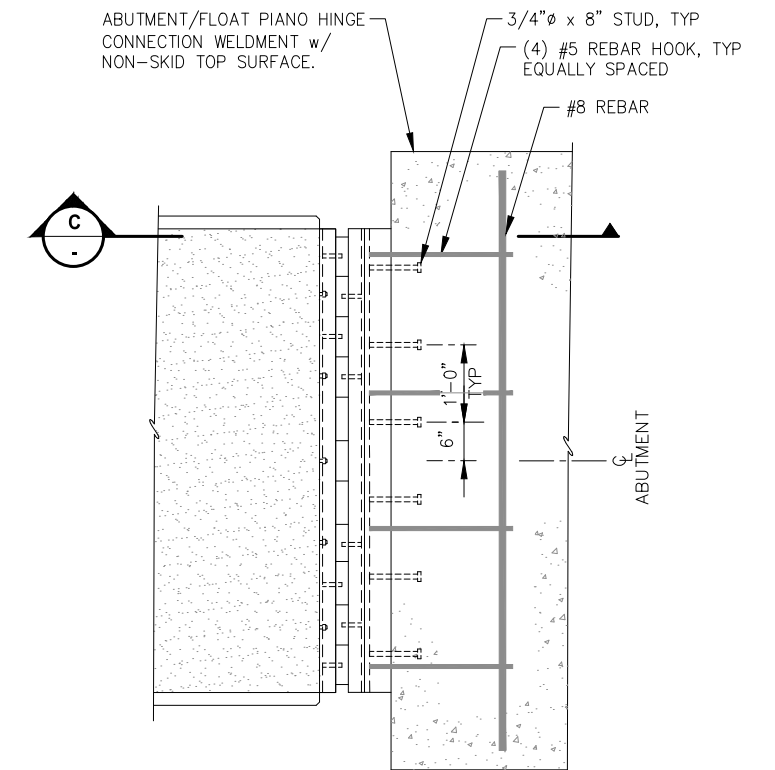
ABUTMENT CONNECTION WELDMENT DETAIL



SECTION C



SECTION B



ABUTMENT/FLOAT CONNECTION - PLAN



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REVISIONS

REV.	DATE	DESCRIPTION	DWN.	CKD.	APP.



ENGINEERS, INC.

9360 Glacier Highway, Ste. 100
Juneau, Alaska 99801
Phone: 907-586-2093
Fax: 907-586-2099
www.pndengineers.com

DESIGN: BMI CHECKED: MS
DRAWN: BMI APPROVED: CRS

SCALE:
NTS

RFP #3

DATE: 7/22/2019

CITY AND BOROUGH OF WRANGELL
SHOEMAKER BAY HARBOR

SHEET TITLE:
CONCRETE ABUTMENT AND
SUPPORT PLANK DETAILS

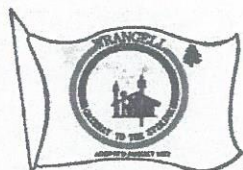
PND PROJECT NO.: 182070

2.05

CONTRACT CHANGE ORDER

NO: 1

Sheet 2 of 3



Contract No./Title: Shoemaker Bay Harbor					
Original Contract Completion Dates:					
Substantial Completion - All Work Except A&B Floats	May 17, 2019				
Substantial Completion - A&B Floats	June 17, 2019				
Final Completion	July 15, 2019				
Days added/subtracted by previous change order: None					
Days added/subtracted for this change order: (See revised completion dates)					
Revised Contract Completion Dates:					
Substantial Completion - All Work Except RFP 3	October 14, 2019				
Final Completion - All Work Except RFP 3	November 14, 2019				
Final Completion - RFP 3 Only	April 20, 2020				
This document is an amendment to the above referenced contract and all provisions of the original contract shall apply hereto:					
<table border="0"> <tr> <td>Name: <i>J. Muntz</i></td> <td>Contractor's Title: <i>President Tannico Inc</i></td> <td>Date: <i>10/17/19</i></td> </tr> </table>			Name: <i>J. Muntz</i>	Contractor's Title: <i>President Tannico Inc</i>	Date: <i>10/17/19</i>
Name: <i>J. Muntz</i>	Contractor's Title: <i>President Tannico Inc</i>	Date: <i>10/17/19</i>			
Description	Signature	Date			
Consultant Firm Representative	<i>[Signature]</i>	<i>10/17/2019</i>			
Approved by CBW Project Manager _____ <div style="text-align: right;"> Amber Al-Haddad Date </div>					

CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	October 22, 2019
	<u>Agenda Section</u>	13

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

SUBMITTED BY:

Rolland Howell, Public Works Director

FISCAL NOTE:

Expenditure Required: \$80,000 Total

FY 19: \$	FY 20: \$80,000	FY21: \$
-----------	--------------------	----------

Amount Budgeted:

FY20 \$0

Account Number(s):

11000 024 7900

Account Name(s):

Public Works Capital Equipment

Unencumbered Balance(s) (prior to expenditure):

\$0

Reviews/Approvals/Recommendations

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

ATTACHMENTS: 1. Proposed Res 10-19-1497 2. Truck Proposal 3. Federal Codes 393.201

RECOMMENDATION MOTION:

Move to Approve Resolution 10-19-1497.

SUMMARY STATEMENT:

Three weeks ago the Borough's only dump truck broke down. The cross member that sits behind the engine broke vertically on the hanger. This cross member helps support the engine and transmission. The Garage staff has been unable to find a replacement part because it is no longer

being manufactured. Neither Mack, nor any online seller of used or old parts, has the part that is required. Extensive research of secondary parts was conducted.

The Garage staff considered the option of fabricating a replacement cross member, or welding the cracked one to fix it. The Federal Motor Carrier Safety Administration (FMCSA) administers the federal codes related to commercial vehicle safety. Cross members are considered part of the frame of the vehicle. FMCSA CFR Part 49 (Transportation), Section 393.201 (Frames) requires that vehicle frame components must be welded in conformance with the manufacturer's specifications. The Garage staff contacted Mack and were told Mack only recommends welding horizontally on the vehicle frames as the stress from the weight of truck, and any load, presses down. Vertical cracks that have been welded have the risk of opening up. For this reason, the option of fixing the existing cross member is considered unsafe.

When considering options moving forward, the question must be asked if it is a better alternative to rent a dump truck from a local contractor instead of purchasing a replacement. The dump truck is used on most Public Works jobs, including digging holes, filling holes, fixing water and sewer mains, hauling material for other departments, hauling heavy equipment, hauling heavy freight loads for Public Works and other departments, and snow removal.

This truck is used for nearly every job we do. Digging a hole, filling a hole, fixing water and sewer mains, hauling rock for other departments, fixing potholes, hauling heavy equipment, hauling heavy freight loads for ourselves and other departments. Public Works estimates the use at a minimum of 75 days so far this calendar year. It would have been more, but the dump truck was broken down on some occasions and could not be used. The estimated breakdown of usage follows:

- 15 days water and sewer main repairs;
- 20 days dirt road repairs;
- 20 days hauling WTP sand bank and forth for washing;
- 20 days on the SWTS project.

The cost to rent a dump truck for the day varies from \$1,120 and \$1,200. Given the use of the truck, the CBW is money ahead to purchase a replacement vehicle instead of renting. Copies of rental quotes are attached to the agenda statement for reference.

Based on recollection and review of the vehicle maintenance file, it appears the truck was purchased in 1983. There is no record of a purchase price that can be found by the Public Works staff. The truck was rebuilt, front to back (no engine replacement), in 1198 by the garage and Public Works staff. This included a paint job. That rebuild took approximately 208 staff hours. Again, based on vehicle file records, a total of \$15,077 has been spent on parts and \$70,145 in Garage labor, over the lifetime of the vehicle in its service for the CBW.

Public Works is requesting \$80,000 for purchase of a used, replacement dump truck. New rigs can cost \$250,000 and well beyond. A copy of a quote for a used truck is attached for Assembly review. Upon approval of this resolution authorizing the expenditure, Public Works will find a suitable rig, the purchase of which will be brought back to the Assembly for consideration and action.

A request to purchase a dump truck was submitted by the Public Works Department as part of the initial FY 2020 Budget request. That request was not approved by the Borough Manager or the Assembly. The amount originally requested in the FY 2020 Budget was \$100,000.

CITY AND BOROUGH OF WRANGELL, ALASKA

RESOLUTION NO. 09-19-1497

A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE FY 2020 BUDGET IN THE GENERAL FUND BY TRANSFERRING \$80,000 FROM GENERAL FUND RESERVES TO THE PUBLIC WORKS CAPITAL EQUIPMENT ACCOUNT FOR ACQUISITION OF A USED REPLACEMENT DUMP TRUCK

WHEREAS, the City and Borough of Wrangell, Alaska adopted the budget for all funds of the City and Borough of Wrangell, Alaska for the fiscal year 2019-2020; and

WHEREAS, the Wrangell Municipal Code requires that the Borough Assembly approve any budget amendments over those amounts adopted; and

WHEREAS, staff recommends a budget amendment in the General Fund adding \$80,000 to the Capital Equipment Account in the Public Works Department to fund a used replacement dump truck.

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

Section 1. The FY 2020 Budget in the General Fund is amended by transferring \$80,000 from General Fund reserves to the Public Works Capital Equipment Account (11000 024 7900) and authorizing its expenditure for the acquisition of a used replacement dump truck.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA this 22nd Day of October, 2019.

CITY & BOROUGH OF WRANGELL, ALASKA

Steve Prysunka, Mayor

ATTEST: _____
Kim Lane, Borough Clerk

2011 Freightliner M2-106

\$79,900

Est.
Payment

Item n.

Used Dump Trucks EARTHMOVING In West
Sacramento, CA 95691 - 1,335 Miles Away - [Get
Directions](#)



Details from Seller

Condition:	Used
Year:	2011
Make:	Freightliner
Model:	M2-106
Class:	EARTHMOVING
Category:	Dump Trucks
Location:	West Sacramento, CA
Stock Number:	0284
Serial Number:	1FVHCYBS4BDBA02B4

Description & Comments

2011 Freightliner M2-106, Key #119. 2011 Freightliner M2-106 w/ 10 yard dumb bed. 15' Valew body w/ ditch gate, air lock tail gate and pull-over tarp. 8.3L Cummins turbo diesel w/ 300 horsepower. 8 Speed Eaton transmission. 58K GVW. Interlocking differentials. Only 44K miles! PRICE REDUCED!

Message from Mayer Equipment Inc

SERVICE AFTER THE SALE IS AS IMPORTANT TO US AS THE SALE ITSELF !!



Mayer Equipment Inc
1-888-291-4268
4235 W Capitol Ave
West Sacramento, CA 95691



See **345** from this dealer

 See 60

2013 FREIGHTLINER Business...

Used Dump Trucks EARTHMOVING In Slymar, CA
91042 - 1,669 Miles Away - [Get Directions](#)

\$70,800

Great Value

Est.
Payment

Item n.



Details from Seller

Condition:	Used
Year:	2013
Make:	FREIGHTLINER
Model:	Business Class M2
Class:	EARTHMOVING
Category:	Dump Trucks
Location:	Slymar, CA
Horse Power:	350
Fuel Type:	Diesel
Stock Number:	CA13ff101C
Engine Manufacture:	Cummins
Engine Model:	ISC
Transmission Make:	Eaton
Transmission Speed:	10-spd
Color:	Your Choice
Movement Type:	WHEELED
Size:	STANDARD
Options:	Air Conditioning, AM/FM Radio/Sound System

[View On The Dealer's Website](#)

Description & Comments

2013 FREIGHTLINER Business Class M2, 2013 Freightliner M2, DEF, Cummins ISC 350HP, 10-spd, 101,000 miles, Spring suspension with NEW 15 Ft Square Dump Body, steel electric tarp, Wooden side boards, Upgraded front suspension. Delivery included. All for \$70,800. * Price includes delivery to most major cities in the United States. Truck prices, availability, and location may vary. The specific vehicle shown in this advert can be obtained from the manufacturer, distributor, or other source. Images above are stock images of a similar truck we can build. Build time is typically 3-6 weeks from date of purchase. Financing and extended warranty are available. For more information please call or visit us at www.TruxasSales.com *DISCLAIMER: We have no relationship with the finance companies and marketing advertised on Equipment Trader website.

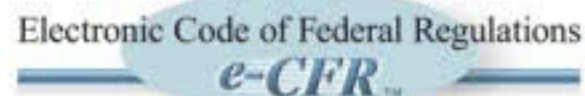
Message from Truxas Sales, Inc

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Related Resources

The [Code of Federal Regulations \(CFR\) annual edition](#) is the codification of the general and permanent rules published in the [FEDERAL REGISTER](#) by the departments and agencies of the Federal Government produced by the Office of the Federal Register (OFR) and the Government Publishing Office.

Download the [Code of Federal](#)

Electronic Code of Federal Regulations

Item n.

e-CFR data is current as of October 11, 2019

[Title 49](#) → [Subtitle B](#) → [Chapter III](#) → [Subchapter B](#) → [Part 393](#) → [Subpart J](#) → [§393.201](#)

[Browse Next](#)

Title 49: Transportation

[PART 393—PARTS AND ACCESSORIES NECESSARY FOR SAFE OPERATION](#)

[Subpart J—Frames, Cab and Body Components, Wheels, Steering, and Suspension Systems](#)

§393.201 Frames.

- (a) The frame or chassis of each commercial motor vehicle shall not be cracked, loose, sagging or broken.
- (b) Bolts or brackets securing the cab or the body of the vehicle to the frame must not be loose, broken, or missing.
- (c) The frame rail flanges between the axles shall not be bent, cut or notched, except as specified by the manufacturer.
- (d) Parts and accessories shall not be welded to the frame or chassis of a commercial motor vehicle in accordance with the vehicle manufacturer's recommendations. Any welded repair of the frame must be in accordance with the vehicle manufacturer's recommendations.
- (e) No holes shall be drilled in the top or bottom rail flanges, except as specified by the manufacturer.

[53 FR 49402, Dec. 7, 1988, as amended at 70 FR 48055, Aug. 15, 2005]

[Need assistance?](#)



Interpretations Browser

which types of commercial motor vehicles are subject to the cargo securement standards of this subpart, and what general requirements apply?

§ 393.102

What are the minimum performance criteria for cargo securement devices and systems?

§ 393.106

What are the general requirements for securing articles of cargo?

§ 393.201 Frames.

[Home](#) > [Regulations](#) > [Parts](#) > [393](#) > [§ 393.201](#)

Part 393

Section § 393.201: Frames.

Below are the available interpretations for the given section. To return to the list of parts, use the Parts link above. The menu to the left provides a full list of sections that have interpretations. To view interpretations for a different section, click on the menu item.

The regulations text of the section can be found on the eCFR website. To view the regulations text, use the link below. For assistance, please send an email to FMCSA.Webmaster@dot.gov.

[View regulations for Part 393](#)

Guidance Q&A

Question 1: Are cross members of Commercial Motor Vehicle (CMV)s considered part of the frame?

Guidance: Yes.

CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	October 22, 2019
	<u>Agenda Section</u>	13

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

SUBMITTED BY:

Lisa Von Bargaen, Borough Manager.

FISCAL NOTE:

Expenditure Required: \$0 Total

FY 20: \$0	FY 21: \$0	FY22: \$0
------------	------------	-----------

Amount Budgeted:

	FY20 \$N/A
--	------------

Account Number(s):

	N/A
--	-----

Account Name(s):

	N/A
--	-----

Unencumbered Balance(s) (prior to expenditure):

	\$N/A
--	-------

Reviews/Approvals/Recommendations

<input type="checkbox"/>	Commission, Board or Committee
--------------------------	--------------------------------

	Name(s)
--	---------

	Name(s)
--	---------

<input type="checkbox"/>	Attorney
--------------------------	----------

<input type="checkbox"/>	Insurance
--------------------------	-----------

ATTACHMENTS: 1. Ordinance 970.

RECOMMENDATION MOTION:

Move to approve first reading of Ordinance No. 970 and move to a second reading with a Public Hearing to be held on November 12, 2019.

SUMMARY STATEMENT:

The City & Borough of Wrangell has hired a new investment manager for the Permanent Fund, Alaska Permanent Capital Management (APCM). A review of Chapter 5.20 of the Wrangell Municipal Code related to the Permanent Fund Investment Policy, Objectives and Guidelines by the Assembly,

Administration and APCM revealed the need for substantive changes to the code. Administration worked with APCM staff to develop the proposed revisions in Ordinance No. 970.

Substantive changes include:

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

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

Wrangell Charter

Section 5-16 Borough Permanent Fund.

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

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

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

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

CITY AND BOROUGH OF WRANGELL, ALASKA
ORDINANCE NO. 970

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

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

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

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

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

CITY AND BOROUGH OF WRANGELL PERMANENT FUND

Sections:

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

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

5.20.010 Scope of the investment policy.

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

5.20.020 Investment policy statement.

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

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

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

5.20.030 Delegation of authority.

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

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

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

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

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

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

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

5.20.040 Definitions.

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

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

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

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

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

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

G. "Investment horizon" shall be the time period over which the investment objectives, as set forth in this statement, are expected to be met. The investment horizon for this plan is [20] 50 years.

5.20.050 Assignment of responsibility.

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

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

B. Responsibility of the Investment Consultant. The investment consultant's role is that of a nondiscretionary advisory to the investment committee of the City and Borough of Wrangell. Investment advice concerning the investment management of plan assets will be offered by the investment consultant, and will be consistent with the investment objectives,

policies, guidelines and constraints as established in this statement and by resolution. Specific responsibilities of the investment consultant include:

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

5.02.060 General investment principals.

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

5.02.070 Investment management policy.

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

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

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

5.02.080 Investment objectives.

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

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

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

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

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

5.20.090 Specific investment goals.

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

1. An absolute rate of return of **[nine and one-half percent]** that is aligned with the strategic asset allocation of the permanent fund. This rate of return and the corresponding strategic asset allocation will satisfy **[five and one-half percent]** the amount to be deposited annually in the City and Borough of Wrangell's general fund, **[three percent]** inflation as determined by the consumer price index for **[Anchorage]** the United States (CPI-U), and **[one percent]** growth objectives.

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

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

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

5.20.095 Distribution of permanent fund earnings.

The distribution of permanent fund earnings shall be as follows:

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

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

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

The Assembly may appropriate annually not more than the maximum sustainable distribution rate of the five-year average fund market value, to be computed using the five-

prior year, calendar year end audited market value. The sustainable distribution rate is defined as the long term expected return of the fund less inflation and expenses. Draws of fund earnings are not to exceed the sustainable rate and draws cannot impair inflation adjusted principal.

5.20.096 Withdrawal of corpus.

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

5.20.100 Definition of risk.

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

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

5.20.110 Liquidity.

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

5.20.120 Marketability of assets.

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

5.20.130 Investment guidelines.

- A. Allowable Assets.

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

(a) Fund Level Investment Guidelines: The Fund will use low cost, efficient investment vehicles, such as index mutual funds and/or ETFs. The Fund will achieve its objective via long-only, unlevered investments. The Fund is prohibited from engaging in short sales and margin transactions.

(b) Product Level Investment Guidelines: The Borough Assembly will take a conservative posture on derivative securities in order to maintain a risk averse nature. Since it is anticipated that new derivative products will be created each year, it is not the intention of this document to list specific derivatives that are prohibited from investment, rather it will form a general policy on derivatives. The Borough Assembly recognizes that derivatives may be utilized within products as a portfolio management tool. All derivative exposure must be fully collateralized. Direct leverage or borrowing for the purpose of magnifying returns is prohibited.

[1. Cash Equivalents.

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

[2. Fixed Income Securities.

- a. U.S. government and agency securities;**
- b. Corporate notes and bonds;**
- c. Mortgage backed bonds;**
- d. Preferred stock;**

- e. Fixed income securities of foreign governments and corporations;
- f. Planned amortization class collateralized mortgage obligations (PAC CMOs) or other “early tranche” CMOs.]

[3. Equity Securities.

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

[4. Mutual Funds.

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

[5. Other Assets.

- a. GICs.]

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

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

[1. Commodities and future contracts;]

- 2. Private placements;

[3. Options;]

- 4. Limited partnerships;
- 5. Venture-capital investments;

[6. Real estate properties;]

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

[8. Derivative investment.]

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

1. Short selling;

2. Margin transactions.]

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

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

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

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

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

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

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

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

The Permanent Fund's strategic asset allocation will be determined based upon the desired return, risk tolerance, and other investment parameters (liquidity needs, time horizon, etc.). The appropriateness and characteristics of the asset allocation strategy will be reviewed by the Investment Committee and confirmed by the Assembly via Resolution within 60 days of the fiscal year end.

The investment manager has discretion to make modest adjustments to the strategic asset allocation's allowable asset classes, weights, and ranges so long as the changes do not materially alter the risk and return profile of the investment portfolio. All discretionary adjustments to the strategic asset allocation will be made with the fiduciary obligation that decisions are made in the best interest of the City and Borough of Wrangell and its residents. Prior to the investment manager implementing any changes to the strategic asset allocation, the Borough Manager and Finance Director shall be notified, which begins a five-day negative consent period for consultation with the Borough Manager, Finance Director, and Borough Assembly before implementing any adjustments.

5.20.140 Selection of managers.

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

5.20.150 Investment manager performance review and evaluation.

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

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

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

5.20.160 Investment policy review.

To assure continued relevance of the guidelines, objectives, financial status and capital markets expectations as established in this statement of investment policy, the City and Borough of Wrangell **[plans to]** shall review investment policy at least annually within 60 days of the fiscal year end.

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

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

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

PASSED IN FIRST READING: _____, 2019

PASSED IN SECOND READING: _____, 2019

Stephen Prysunka, Mayor

ATTEST: _____
Kim Lane, Borough Clerk

Yes: _____

No: _____

Absent: _____

Abstaining: _____

CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	October 22, 2019
	<u>Agenda Section</u>	15

EXECUTIVE SESSION: Mill Property Purchase Update

SUBMITTED BY:

Lisa Von Bargaen, Borough Manager

FISCAL NOTE:

Expenditure Required: \$N/A

FY 19: \$	FY 20: \$ N/A	FY21: \$
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Amount Budgeted:

	FY20 \$N/A
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Account Number(s):

	N/A
--	-----

Account Name(s):

	N/A
--	-----

Unencumbered Balance(s) (prior to expenditure):

	\$N/A
--	-------

Reviews/Approvals/Recommendations

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

ATTACHMENTS: 1. None

RECOMMENDATION MOTION:

I move, pursuant to AS 44.62.310 (c)(1), that we recess into executive session to discuss matters in which the immediate knowledge would clearly have an adverse effect upon the finances of the borough, specifically the update to the proposed purchase of the Mill Site property.

SUMMARY STATEMENT:

There will be a verbal update provided to the Assembly during the Executive Session. There is no supporting documentation for this session.

CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	October 22, 2019
	<u>Agenda Section</u>	15

EXECUTIVE SESSION: Transitional Housing Acquisition

SUBMITTED BY:

Lisa Von Bargaen, Borough Manager

FISCAL NOTE:

Expenditure Required: \$N/A

FY 19: \$	FY 20: \$ N/A	FY21: \$
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Amount Budgeted:

	FY20 \$N/A
--	------------

Account Number(s):

	N/A
--	-----

Account Name(s):

	N/A
--	-----

Unencumbered Balance(s) (prior to expenditure):

	\$N/A
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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.

RECOMMENDATION MOTION:

I move, pursuant to AS 44.62.310 (c)(1), that we recess into executive session to discuss matters in which the immediate knowledge would clearly have an adverse effect upon the finances of the borough, specifically the update to the proposed acquisition of transitional housing for the Borough.

SUMMARY STATEMENT: