



City and Borough of Wrangell  
WS & Borough Assembly Meeting  
AGENDA



NIXLE Registration

Tuesday, April 23, 2024

Location: Borough Assembly Chambers

Work Session's from 5:30 – 7:00 PM / Regular Meeting at 7:00 PM

**WORK SESSION** (6:00 - 7:00 PM)

[a.](#) WS - School Budget and Projects (5:30pm to 6:15pm)

[b.](#) WS - Fee and Rate Schedule (6:15pm to 7:00pm)

**1. CALL TO ORDER**

a. PLEDGE OF ALLEGIANCE led by Assembly Member Morrison

b. ROLL CALL

**2. CEREMONIAL MATTERS**

[a.](#) Certificates of Service (Cardinell and DeLong)

b. SEAPA Presentation - Board Member, Steve Prysunka

**3. PERSONS TO BE HEARD**

**4. AMENDMENTS TO THE AGENDA**

**5. CONFLICT OF INTEREST**

**6. CONSENT AGENDA**

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

[a.](#) Minutes from the April 9, 2024 Regular Assembly Meeting

**7. BOROUGH MANAGER'S REPORT**

[a.](#) Economic Development Report / Update

b. Infrastructure Report / Update

c. Borough Manager' Report

**8. BOROUGH CLERK'S REPORT**

[a.](#) Borough Clerk's Report

**9. MAYOR AND ASSEMBLY BUSINESS**

**10. MAYOR AND ASSEMBLY APPOINTMENTS**

**11. PUBLIC HEARING**

[a.](#) **RESOLUTION No. 04-24-1858** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, APPROVING THE AMENDED FEES AND RATES SCHEDULE AS PER WMC 5.14.025

- b. **ORDINANCE No. 1054** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, ADDING SECTION 1.20.045 TITLED “DISPOSITION”, ADDING SECTION 1.20.046 TITLED PAYMENT OF FINE WITHOUT COURT APPEARANCE AND AMENDING SECTION 1.20.050, MINOR OFFENSE FINE SCHEDULE, IN THE WRANGELL MUNICIPAL CODE
- c. **ORDINANCE No. 1055** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING SEVERAL SECTIONS IN CHAPTER 15.12 – ELECTRICITY, IN THE WRANGELL MUNICIPAL CODE

## **12. UNFINISHED BUSINESS**

## **13. NEW BUSINESS**

- a. Approval of Lease to Trident Seafoods, A Portion of the Old Mill Dock Parcel 02-023-700, more specifically 20ft X 90ft Northwest from the Southernmost portion of the Old Mill Dock including the approach nearest the Trident Seafood plant
- b. **RESOLUTION No. 04-24-1859** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, ACCEPTING A STATE AND LOCAL CYBERSECURITY (SLCGP) GRANT IN THE AMOUNT OF \$50,000 FROM THE U.S. DEPARTMENT OF HOMELAND SECURITY FOR THE PURPOSE OF COMPOSING A COMPREHENSIVE CYBERSECURITY PLAN
- c. **RESOLUTION No. 04-24-1860** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA AMENDING ARTICLE 13 – TRAINING, OF THE IBEW COLLECTIVE BARGAINING AGREEMENT AND REPEALING RESOLUTUION NO 05-23-1781
- d. Discussion and Possible Direction - Sales Tax
- e. Approval of Cooperating Agency Status for the Tongass National Forest Plan Revision and to appoint a Principal contact to serve as Primary Liaison
- f. Approval of Amendment to the BW Enterprises Contract for Landslide Debris Clearing and Removal, not to exceed \$700,000
- g. **RESOLUTION NO 04-24-1861** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE FY 2024 BUDGET IN THE GENERAL FUND ADDING \$20,000 TO THE FINANCE DEPARTMENT INFORMATION TECHNOLOGY EXPENDITURES LINE ITEM FOR ACCOUNTING SOFTWARE AND IMPLEMENTATION
- h. Approval of a contract to purchase Tyler Technology ERP Pro cloud- based software as service and implementation services
- i. Approval of a Memorandum of Understanding (MOU) between the City and Borough of Wrangell and the USDA, Forest Service Wrangell Ranger District

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

## **15. EXECUTIVE SESSION**

**Discuss with the Borough Attorney, the petition received from the International Brotherhood of Electrical Workers to Unionize the Wrangell Police Department**

## **16. ADJOURNMENT**





April 18, 2024

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

The Wrangell Public Schools Board of Directors approved the Fiscal Year 2024-25 (FY25) Budget by resolution on April 15, 2024. Pursuant to Alaska Statute 14.14.060(c) the Wrangell Public Schools FY25 Approved Budget is hereby submitted to the City and Borough of Wrangell.

Please feel free to contact us with any questions.

A handwritten signature in black ink, appearing to read 'Kristy Andrew', with a stylized flourish at the end.

Kristy Andrew  
Business Manager  
kandrew@wpsd.us  
907.885.5226

# Wrangell Public Schools

## Fiscal Year 2024-2025

### Basic Need Calculation

Base	K-6 ADM	7-12 ADM	Total ADM
Evergreen Elementary	130.00	-	130.00
Stikine Middle School	22.00	43.00	65.00
Wrangell High School	-	65.00	65.00
<b>Total</b>	<b>152.00</b>	<b>108.00</b>	<b>260.00</b>
<b>School Size Adjustment</b>	<b>220.26</b>	<b>164.76</b>	<b>385.02</b>
<i>Special Education Intensive Count</i>			8.00
<b>Other Factor Adjustments</b>	<b>Factor</b>		<b>ADM</b>
+ Hold Harmless (if applicable)	-		385.02
x District Cost Factor	1.159		446.24
x Special Needs Factor	1.200		535.49
x Vocational/Technical Factor	1.015		543.52
+ Correspondence 90%	-		543.52
+ Intensive Services Factor	104.000		647.52
<b>Total Adjusted ADM</b>			<b>647.52</b>
<b>Base Student Allocation (BSA)</b>			<b>5,960</b>
<b>Funding</b>			
Base Need Total			3,859,208
- Required Local Effort			(862,086)
- Deductible Impact Aid			(416)
+ Quality Schools			10,360
<b>Projected State Entitlement (Foundation)</b>			<b>3,007,066</b>

### Local Effort Calculation

2023 Full Value Determination		325,315,436
Prior Year Basic Need		4,004,543
Projected Basic Need		3,859,208
Full Value x 0.00265	<i>Whichever is lesser.</i>	862,086
45% Prior Year Basic Need		1,802,044
<b>Minimum Required Local Contribution</b>		<b>862,086</b>
Full Value x 0.00200	<i>Whichever is greater.</i>	650,631
23% of Projected Base Need + Quality Schools		890,001
<b>Additional Allowable Local Contribution</b>		<b>890,001</b>
<b>Maximum Allowable Local Contribution</b>	<i>Minimum + Additional Allowable</i>	<b>1,752,087</b>

*Estimate updated December 14, 2023*

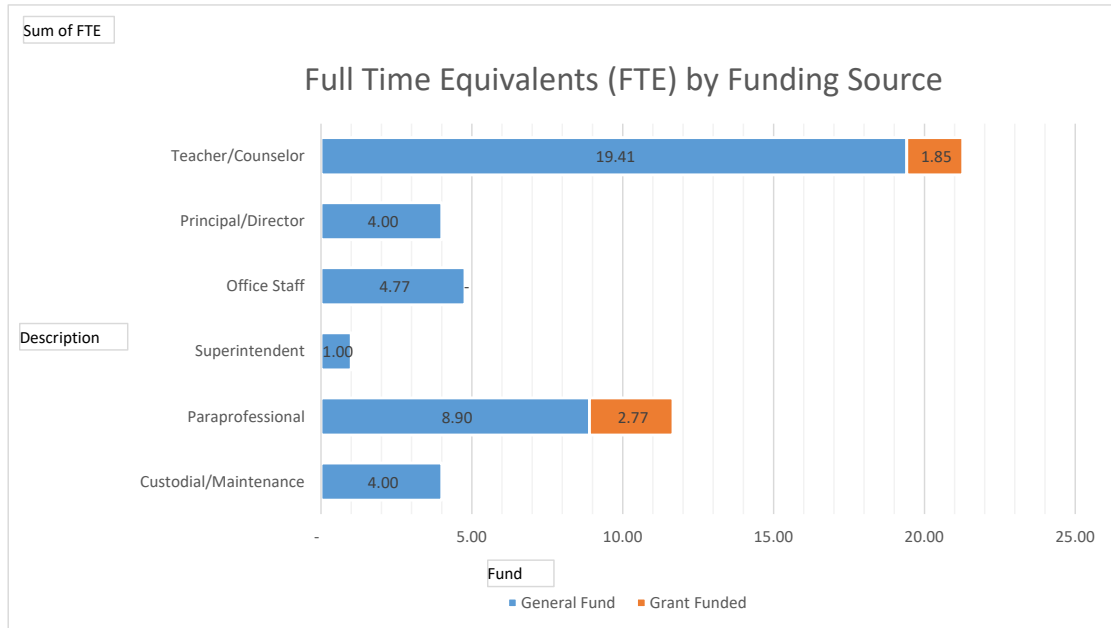
## Wrangell Public Schools

### FY25 Approved Budget

### Charts

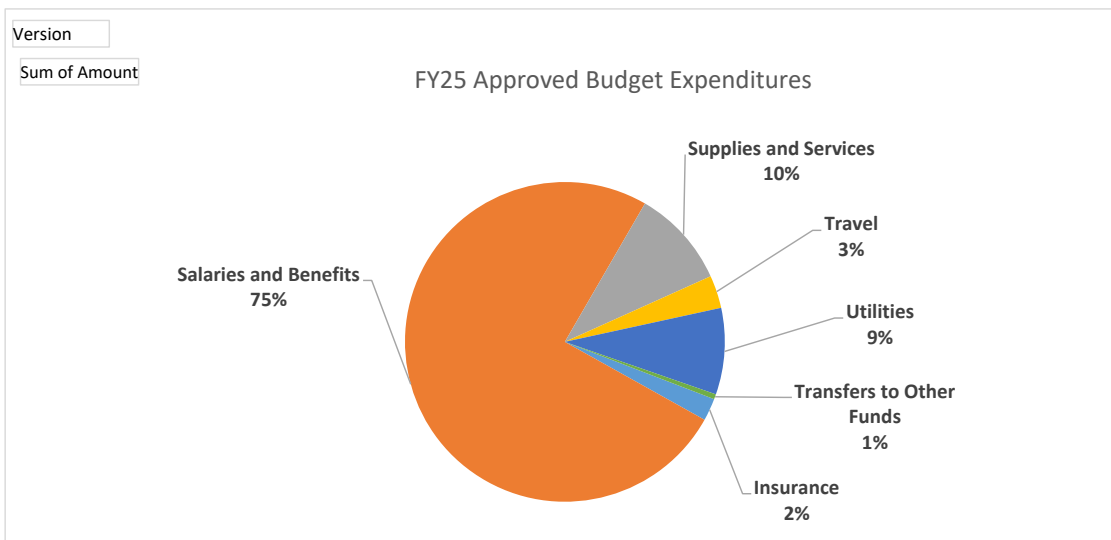
#### Staffing

The FY25 Staffing Assumptions include 50 Employees, for a total of 45.93 FTE (Full Time Equivalents). 7 employees (4.62 FTE), however, are at least partially funded out of Grants.



#### Expenditure Breakdown

Salaries and Benefits	4,519,100
Supplies and Services	595,311
Travel (Staff and Students)	199,120
Insurance (Property/Liability/Cyber)	136,815
Utilities	525,846
Transfers to Other Funds	30,000
<b>Total</b>	<b>6,006,192</b>



# Wrangell Public Schools

## FY25 Approved Budget

### General Fund Summary

Revenue	FY23 Actuals	FY24 Adopted	FY24 YTD + Enc.	FY24 Q3 Revision	FY25 Approved
011: Borough Direct Appropriations	741,489	700,000	700,000	700,000	862,086
030: Earnings On Investments	19,803	19,000	22,504	29,000	30,000
040: Other Local Revenue	37,362	30,000	350	600	1,000
044: Fees	4,327	-	37,381	32,000	38,000
047: Erate Revenue	153,624	123,100	92,601	123,100	123,100
050: Revenue From State Sources	-	10,035			-
051: Foundation Program	3,147,078	3,063,027	2,105,048	3,329,669	2,996,706
052: Quality Schools	10,493	-		10,750	10,360
056: Trs On-Behalf Revenue	197,052	226,875	150,798	252,785	325,280
057: Pers On-Behalf Revenue	20,201	22,966	15,850	24,124	41,204
090: State HB281	144,325	-	227,000	227,000	-
091: PFD Raffle	1,108	1,065		1,065	1,065
100: Direct Federal Sources	-	1,000		1,000	-
110: Impact Aid	568	-	155		-
190: Federal Sources Thru Other Intermediaries	876,140	900,000	901,708	900,000	890,001
250: Transfers From Other Funds					-
150: Federal Sources Thru The State Of Alaska	-	-			-
<b>Total Revenue</b>	<b>5,353,570</b>	<b>5,097,068</b>	<b>4,253,395</b>	<b>5,631,093</b>	<b>5,318,802</b>

Expenditures	FY23 Actuals	FY24 Adopted	FY24 YTD + Enc.	FY24 Q3 Revision	FY25 Approved
100: Instruction	2,026,628	2,092,393	2,093,413	2,230,444	2,297,527
160: Vocational Education	95,414	97,710	107,287	108,393	110,904
200: Special Education	425,147	502,011	448,244	459,669	568,344
220: Special Ed Support Services	40,613	78,520	51,083	72,149	92,821
300: Support Services Students	118,913	123,410	123,348	124,073	130,645
350: Support Services Instruction	91,439	113,131	28,222	85,473	91,267
360: Instructional Related Technology	192,711	179,404	125,331	179,404	184,786
400: School Administration	28,581	34,345	37,570	36,085	344,423
450: School Admin Support Services	216,978	230,160	227,952	239,714	248,078
510: District Administration	209,793	206,050	215,604	221,274	272,092
511: Board of Education	58,213	76,260	72,949	77,123	82,565
550: District Admin Support Services	267,175	221,133	232,173	165,990	212,994
560: Administrative Technology Services	159,575	172,160	168,546	172,428	180,141
600: Operations & Maintenance Of Plant	831,065	899,094	895,014	891,011	928,895
700: Student Activities	185,864	173,005	205,222	224,203	230,710
<b>Total Expenditure</b>	<b>4,948,109</b>	<b>5,198,786</b>	<b>5,031,957</b>	<b>5,287,432</b>	<b>5,976,192</b>

<b>Excess (Deficiency) of Revenues Over Expenditures</b>	<b>405,461</b>	<b>(101,717)</b>		<b>343,661</b>	<b>(657,390)</b>
Transfers Out to Other Funds	263,000	20,000	21,738	51,738	30,000
<b>Net Change in Fund Balance</b>	<b>145,225*</b>	<b>(121,717)</b>		<b>291,923</b>	<b>(687,390)</b>
<i>* Adjusted to match Audited Change in Fund Balance</i>					
Fund Balance, Beginning of Year	809,841	571,814		955,306	1,247,229
<b>Fund Balance, End of Year</b>	<b>955,066</b>	<b>450,097</b>		<b>1,247,229</b>	<b>559,840</b>

**Wrangell Public Schools**  
**FY25 Approved Budget**  
**General Fund Expenditures by Location**

<b>Wrangell High School</b>	<b>FY23</b>	<b>FY24</b>	<b>FY24</b>	<b>FY24</b>	<b>FY25</b>
	<b>Actuals</b>	<b>Adopted</b>	<b>YTD + Enc.</b>	<b>Q3 Revision</b>	<b>Approved</b>
<b>100: Instruction</b>					
315: Teacher	415,850	409,520	411,450	411,451	419,842
317: Certified Substitutes	3,083	-	1,416	1,900	1,900
323: Aides	28,938	39,903	51,880	52,035	41,477
329: Substitutes/Temporaries	3,606	8,000	5,639	8,000	8,000
361: Insurance - Life & Health	131,856	139,100	133,390	134,000	143,171
362: Unemployment Insurance	351	2,250	2,130	2,250	2,075
363: Worker'S Comp	3,826	2,250	2,414	2,414	2,359
364: FICA	6,797	6,520	7,888	7,889	7,249
365: TRS	50,583	51,440	50,420	50,420	51,393
366: PERS	6,204	8,780	11,545	11,546	9,125
367: TRS On-Behalf	43,928	49,390	51,984	51,984	65,591
368: PERS On-Behalf	1,349	1,120	1,613	1,614	1,974
369: Other	6,131	2,450	4,414	4,414	3,767
410: Professional & Technical	783	-			-
420: Staff Travel	25,468	10,000	901	10,000	10,712
425: Student Travel	-	-	1,034		-
440: Other Purchased Services	752	2,500	1,932	2,500	2,575
450: Supplies, Materials & Media	17,751	15,000	5,570	15,000	15,450
471: Textbooks	7,897	9,000		9,000	9,000
475: Technology Supplies	7,958	18,300	29,268	48,300	19,749
490: Other Expenses	243	500	794	500	515
491: Dues & Fees	-	-	150		-
510: Equipment	-	-			-
<b>160: Vocational Education</b>					
315: Teacher	55,467	55,180	55,173	55,173	55,173
317: Certified Substitutes	-	-	143	200	200
323: Aides	-	-			-
329: Substitutes/Temporaries	1,148	1,200	(52)		-
361: Insurance - Life & Health	92	100	92	100	92
362: Unemployment Insurance	44	300	260	300	257
363: Worker'S Comp	477	300	298	298	294
364: FICA	136	860	884	884	837
365: TRS	6,861	6,930	6,930	6,930	6,930
366: PERS	-	-			-
367: TRS On-Behalf	5,859	6,660	7,477	7,477	9,248
368: PERS On-Behalf	-	-			-
369: Other	2,603	3,600	2,645	2,645	2,520
410: Professional & Technical	-	-			-
420: Staff Travel	134	-			-
425: Student Travel	87	-	448		-
440: Other Purchased Services	-	-			-
450: Supplies, Materials & Media	1,600	1,500	1,312	1,500	1,545
490: Other Expenses	-	-			-
510: Equipment	-	-			-

**Wrangell Public Schools**  
**FY25 Approved Budget**  
**General Fund Expenditures by Location**

<b>Wrangell High School</b>	<b>FY23 Actuals</b>	<b>FY24 Adopted</b>	<b>FY24 YTD + Enc.</b>	<b>FY24 Q3 Revision</b>	<b>FY25 Approved</b>
<b>200: Special Education</b>					
315: Teacher	60,715	59,810	59,809	59,809	59,809
317: Certified Substitutes	-	-	498	700	700
323: Aides	86,325	78,960	66,064	68,862	90,945
324: Support Staff	2,417	7,010	7,051	7,051	7,287
329: Substitutes/Temporaries	3,553	4,240	2,475	3,300	3,300
361: Insurance - Life & Health	16,714	20,630	20,218	20,230	21,452
362: Unemployment Insurance	121	810	626	810	721
363: Worker'S Comp	1,323	760	698	699	806
364: FICA	2,991	2,440	2,149	2,149	2,268
365: TRS	6,959	7,520	7,512	7,512	7,512
366: PERS	20,442	18,920	16,709	16,709	21,611
367: TRS On-Behalf	6,413	7,220	7,751	7,752	9,587
368: PERS On-Behalf	4,174	2,400	2,299	2,299	3,710
369: Other	8,589	5,270	4,546	4,546	6,022
410: Professional & Technical	-	-			-
420: Staff Travel	-	1,500		1,500	1,607
450: Supplies, Materials & Media	7,775	500	654	3,000	3,090
475: Technology Supplies	64	1,545	23	1,545	1,591
491: Dues & Fees	-	-			-
510: Equipment	-	-			-
<b>220: Special Ed Support Services</b>					
418: Other Professional Services		-	5,798	5,798	-
<b>300: Support Services Students</b>					
318: Counselor	54,322	56,520	56,520	56,520	58,189
323: Aides	-	-			-
329: Substitutes/Temporaries	547	-	(86)		-
361: Insurance - Life & Health	15,813	16,680	16,545	16,680	17,621
362: Unemployment Insurance	43	290	157	290	164
363: Worker'S Comp	464	290	288	289	297
364: FICA	1,071	820	802	803	825
365: TRS	7,044	7,100	7,099	7,099	7,308
366: PERS	-	-			-
367: TRS On-Behalf	5,738	6,820	7,325	7,326	9,328
368: PERS On-Behalf	-	-			-
369: Other	327	-			-
410: Professional & Technical	-	-			-
420: Staff Travel	-	-			-
450: Supplies, Materials & Media	913	200	4	200	206
490: Other Expenses	-	-			-
491: Dues & Fees	-	-			-

**Wrangell Public Schools**  
**FY25 Approved Budget**  
**General Fund Expenditures by Location**

<b>Wrangell High School</b>	<b>FY23</b>	<b>FY24</b>	<b>FY24</b>	<b>FY24</b>	<b>FY25</b>
	<b>Actuals</b>	<b>Adopted</b>	<b>YTD + Enc.</b>	<b>Q3 Revision</b>	<b>Approved</b>
<b>350: Support Services Instruction</b>					
318: Counselor	-	-			-
323: Aides	11,987	12,980	5,116	5,117	9,381
324: Support Staff	729	-			-
329: Substitutes/Temporaries	1,558	2,000			-
361: Insurance - Life & Health	12,714	12,080		80	-
362: Unemployment Insurance	11	70	0	70	-
363: Worker'S Comp	115	70	0	1	-
364: FICA	-	190			-
365: TRS	(221)	-			-
366: PERS	2,637	2,860			-
367: TRS On-Behalf	-	-			-
368: PERS On-Behalf	552	370			-
369: Other	1,065	800	20	20	-
410: Professional & Technical	-	-			-
418: Other Professional Services		-	370		-
420: Staff Travel	-	-			-
433: Communications	-	-			-
440: Other Purchased Services	-	-			-
450: Supplies, Materials & Media	1,014	2,500	1,363	2,500	2,575
475: Technology Supplies	3,811	2,060	3,303	2,060	2,122
490: Other Expenses	1,200	750		750	773
491: Dues & Fees	-	-	385		-
510: Equipment	-	1,000		1,000	1,000
<b>400: School Administration</b>					
313: Principal	-	-			59,850
361: Insurance - Life & Health	-	-			21,847
362: Unemployment Insurance	-	-	256		266
363: Worker'S Comp	-	-			305
364: FICA	-	-			852
365: TRS	-	-			8,169
366: PERS	-	-			-
367: TRS On-Behalf	6,088	7,545	8,072	8,073	9,594
368: PERS On-Behalf	-	-			-
369: Other	-	-			-
420: Staff Travel	-	-	584		-
433: Communications	611	1,200	827	1,200	1,236
440: Other Purchased Services	-	-			-
450: Supplies, Materials & Media	1,728	1,760	1,047	1,760	1,813
475: Technology Supplies	-	-			-
490: Other Expenses	-	-	100		-
491: Dues & Fees	385	1,000		1,000	1,030
510: Equipment	-	-	2,420		-



**Wrangell Public Schools**  
**FY25 Approved Budget**  
**General Fund Expenditures by Location**

<b>Wrangell High School</b>	<b>FY23 Actuals</b>	<b>FY24 Adopted</b>	<b>FY24 YTD + Enc.</b>	<b>FY24 Q3 Revision</b>	<b>FY25 Approved</b>
<b>450: School Admin Support Services</b>					
324: Support Staff	28,493	29,880	27,126	27,118	31,037
329: Substitutes/Temporaries	1,029	1,200	5,123	6,700	6,700
361: Insurance - Life & Health	11,756	22,190	32,922	33,190	35,117
362: Unemployment Insurance	22	150	149	150	143
363: Worker'S Comp	244	150	164	165	158
364: FICA	749	440	680	680	450
366: PERS	5,998	6,580	6,070	6,070	6,909
368: PERS On-Behalf	1,304	840	841	841	1,477
369: Other	2,403	1,840	1,662	1,663	1,903
410: Professional & Technical	410	-			-
433: Communications	1,599	3,000	2,154	3,000	3,090
440: Other Purchased Services	1,863	3,000	1,020	3,000	3,090
450: Supplies, Materials & Media	63	1,000	126	1,000	1,030
475: Technology Supplies	-	-			-
490: Other Expenses	-	-	120		-
491: Dues & Fees	-	-			-
510: Equipment	-	-			-
<b>600: Operations &amp; Maintenance Of Plant</b>					
325: Maintenance/Custodial	32,489	28,200	33,153	33,105	35,627
329: Substitutes/Temporaries	3,317	6,000			-
361: Insurance - Life & Health	141	160	121	160	132
362: Unemployment Insurance	27	240	165	240	180
363: Worker'S Comp	293	920	883	884	965
364: FICA	700	510	516	517	564
365: TRS	-	-			-
366: PERS	7,610	6,210	7,325	7,326	7,838
367: TRS On-Behalf	-	-			-
368: PERS On-Behalf	1,443	790	1,026	1,027	1,696
369: Other	6,154	5,550	5,532	5,532	5,686
410: Professional & Technical	1,206	4,700	3,478	6,500	6,695
420: Staff Travel	-	-			-
430: Utilitiy Services	20,502	20,300	20,427	20,300	20,909
433: Communications	-	-			-
435: Energy	-	-			-
436: Electricity	119,663	109,319	173,953	134,319	122,910
438: Energy	(16,189)	19,075			-
440: Other Purchased Services	250	-	200		-
442: Site & Builidng Repair	-	400		400	412
443: Equipment Repair	3,062	3,500	2,360	3,500	3,605
446: Property Insurance	33,766	43,000	34,281	34,300	36,015
450: Supplies, Materials & Media	5,577	4,000	3,245	4,000	4,120
452: Maint/Const Supplies/Materials	10,076	8,000	3,294	8,000	8,240
453: Janitorial Supplies	6,357	2,200	359	2,200	2,266
457: Small Tools & Equipment	2,966	1,000	1,155	1,000	1,030
458: Vehicle Gasoline, Diesel & Oil	-	-			-
490: Other Expenses	-	-	500		-
491: Dues & Fees	500	-			-
510: Equipment	-	-			-

**Wrangell Public Schools**  
**FY25 Approved Budget**  
**General Fund Expenditures by Location**

<b>Wrangell High School</b>	<b>FY23 Actuals</b>	<b>FY24 Adopted</b>	<b>FY24 YTD + Enc.</b>	<b>FY24 Q3 Revision</b>	<b>FY25 Approved</b>
<b>700: Student Activities</b>					
316: Extra Duty Pay	10,923	10,680	13,336	13,336	12,043
317: Certified Substitutes	-	-			
321: Director	12,546	10,000	10,167	10,167	8,500
329: Substitutes/Temporaries	33,642	41,750	32,358	42,000	42,000
361: Insurance - Life & Health	434	140		140	-
362: Unemployment Insurance	49	320	267	320	224
363: Worker'S Comp	532	320	281	281	237
364: FICA	5,382	3,740	3,365	3,366	2,421
365: TRS	1,901	1,350	1,239	1,239	1,100
366: PERS	933	1,360	464	465	1,483
367: TRS On-Behalf	1,471	1,290	1,596	1,597	1,957
368: PERS On-Behalf	569	180	65	66	292
369: Other	140	380	129	130	377
410: Professional & Technical	-	-			-
420: Staff Travel	753	4,000	21,339	23,000	24,285
425: Student Travel	91,856	70,000	90,381	97,000	103,600
440: Other Purchased Services	3,882	1,500	5,435	1,500	1,545
450: Supplies, Materials & Media	2,435	2,500	5,057	2,500	2,575
490: Other Expenses	1,990	5,000	150	5,000	5,150
491: Dues & Fees	1,424	-	1,580		-
510: Equipment	-	-			-
<b>Total Wrangell High School</b>	<b>1,665,406</b>	<b>1,698,996</b>	<b>1,726,176</b>	<b>1,776,827</b>	<b>1,907,568</b>

**Wrangell Public Schools**  
**FY25 Approved Budget**  
**General Fund Expenditures by Location**

<b>Stikine Middle School</b>	<b>FY23</b>	<b>FY24</b>	<b>FY24</b>	<b>FY24</b>	<b>FY25</b>
	<b>Actuals</b>	<b>Adopted</b>	<b>YTD + Enc.</b>	<b>Q3 Revision</b>	<b>Approved</b>
<b>100: Instruction</b>					
315: Teacher	252,170	255,900	242,677	242,677	251,487
317: Certified Substitutes	-	-	38	100	100
323: Aides	-	-			-
329: Substitutes/Temporaries	4,393	5,500	732	1,000	1,000
361: Insurance - Life & Health	44,150	43,920	44,822	44,920	47,821
362: Unemployment Insurance	199	1,320	1,125	1,320	1,159
363: Worker'S Comp	2,166	1,320	1,275	1,275	1,313
364: FICA	4,032	3,820	3,670	3,671	3,702
365: TRS	31,258	32,140	30,480	30,481	31,587
366: PERS	-	-			-
367: TRS On-Behalf	26,638	30,870	31,759	31,759	40,694
368: PERS On-Behalf	-	-			-
369: Other	7,222	7,200	5,976	5,976	5,976
420: Staff Travel	-	4,000		4,000	4,285
440: Other Purchased Services	743	2,000	1,764	2,000	2,060
450: Supplies, Materials & Media	2,531	4,000	642	4,000	4,120
471: Textbooks	7,357	8,000		8,000	8,000
475: Technology Supplies	3,802	18,500	1,804	18,500	19,055
490: Other Expenses	-	-			-
491: Dues & Fees	25	-	114		-
510: Equipment	-	-			-
<b>160: Vocational Education</b>					
315: Teacher	15,848	15,770	23,645	23,646	23,645
317: Certified Substitutes	-	-			-
329: Substitutes/Temporaries	-	-	(252)		-
361: Insurance - Life & Health	26	30	40	40	40
362: Unemployment Insurance	12	80	110	80	110
363: Worker'S Comp	134	80	126	127	126
364: FICA	-	230	359	359	358
365: TRS	1,960	1,980	2,970	2,970	2,970
366: PERS	-	-			-
367: TRS On-Behalf	1,674	1,910	3,064	3,065	3,790
368: PERS On-Behalf	-	-			-
369: Other	744	-	1,080	1,080	1,080
410: Professional & Technical	-	-			-
420: Staff Travel	-	-			-
425: Student Travel	-	-			-
440: Other Purchased Services	-	-			-
450: Supplies, Materials & Media	86	1,000		1,000	1,030
490: Other Expenses	-	-			-
510: Equipment	-	-			-

**Wrangell Public Schools**  
**FY25 Approved Budget**  
**General Fund Expenditures by Location**

<b>Stikine Middle School</b>	<b>FY23</b>	<b>FY24</b>	<b>FY24</b>	<b>FY24</b>	<b>FY25</b>
	<b>Actuals</b>	<b>Adopted</b>	<b>YTD + Enc.</b>	<b>Q3 Revision</b>	<b>Approved</b>
<b>200: Special Education</b>					
315: Teacher	9,903	9,740	9,736	9,737	9,736
317: Certified Substitutes	-	-			-
323: Aides	-	-			-
329: Substitutes/Temporaries	1,503	4,240	1,028	1,300	1,300
361: Insurance - Life & Health	1,933	3,030	2,984	3,030	3,177
362: Unemployment Insurance	9	130	49	130	43
363: Worker'S Comp	97	70	55	55	50
364: FICA	202	470	216	217	137
365: TRS	1,133	1,230	1,223	1,223	1,223
366: PERS	-	-			-
367: TRS On-Behalf	1,046	1,180	1,262	1,262	1,561
368: PERS On-Behalf	-	-			-
369: Other	60	-			-
410: Professional & Technical	-	-			-
420: Staff Travel	-	700		700	750
450: Supplies, Materials & Media	1,733	600	533	3,000	3,090
475: Technology Supplies	-	-			-
490: Other Expenses	-	-			-
510: Equipment	-	-			-
<b>220: Special Ed Support Services</b>					
315: Teacher	-	-			-
323: Aides	-	-			-
410: Professional & Technical	-	-			-
418: Other Professional Services	-	-	738	750	-
420: Staff Travel	-	-			-
450: Supplies, Materials & Media	-	-			-
510: Equipment	-	-			-
<b>300: Support Services Students</b>					
318: Counselor	21,125	21,980	21,980	21,981	22,629
323: Aides	-	-			-
329: Substitutes/Temporaries	53	-	(34)		-
361: Insurance - Life & Health	5,637	6,490	6,434	6,490	6,852
362: Unemployment Insurance	16	110	61	110	64
363: Worker'S Comp	179	110	112	113	115
364: FICA	278	320	312	312	321
365: TRS	2,432	2,770	2,761	2,761	2,842
366: PERS	-	-			-
367: TRS On-Behalf	2,232	2,660	2,849	2,849	3,627
368: PERS On-Behalf	-	-			-
369: Other	127	-			-
410: Professional & Technical	-	-			-
450: Supplies, Materials & Media	552	250		250	258
490: Other Expenses	-	-			-
491: Dues & Fees	-	-			-

**Wrangell Public Schools**  
**FY25 Approved Budget**  
**General Fund Expenditures by Location**

<b>Stikine Middle School</b>	<b>FY23 Actuals</b>	<b>FY24 Adopted</b>	<b>FY24 YTD + Enc.</b>	<b>FY24 Q3 Revision</b>	<b>FY25 Approved</b>
<b>350: Support Services Instruction</b>					
318: Counselor	-	-			-
329: Substitutes/Temporaries	-	-			-
361: Insurance - Life & Health	512	-			-
365: TRS	221	-			-
410: Professional & Technical	-	-			-
418: Other Professional Services	-	-	370		-
420: Staff Travel	-	-			-
433: Communications	-	-			-
440: Other Purchased Services	-	-			-
450: Supplies, Materials & Media	-	500	111	500	515
475: Technology Supplies	2,359	3,556	3,303	3,556	3,663
490: Other Expenses	1,800	1,800		1,800	1,854
491: Dues & Fees	-	-			-
510: Equipment	-	-			-
<b>400: School Administration</b>					
313: Principal	-	-			39,900
361: Insurance - Life & Health	-	-			14,565
362: Unemployment Insurance	-	-	171		177
363: Worker'S Comp	-	-			204
364: FICA	-	-			568
365: TRS	-	-			5,446
366: PERS	-	-			-
367: TRS On-Behalf	5,004	5,030	5,381	5,382	6,396
368: PERS On-Behalf	-	-			-
369: Other	-	-			-
420: Staff Travel	-	-			-
433: Communications	535	1,200	683	1,200	1,236
440: Other Purchased Services	-	-			-
450: Supplies, Materials & Media	481	600	88	600	618
475: Technology Supplies	-	-			-
490: Other Expenses	-	500		500	515
491: Dues & Fees	-	-			-
510: Equipment	-	-			-

**Wrangell Public Schools**  
**FY25 Approved Budget**  
**General Fund Expenditures by Location**

<b>Stikine Middle School</b>	<b>FY23 Actuals</b>	<b>FY24 Adopted</b>	<b>FY24 YTD + Enc.</b>	<b>FY24 Q3 Revision</b>	<b>FY25 Approved</b>
<b>450: School Admin Support Services</b>					
324: Support Staff	25,678	22,290	33,666	33,667	32,934
329: Substitutes/Temporaries	1,334	1,000			-
361: Insurance - Life & Health	31,688	35,110	14,504	15,110	12,343
362: Unemployment Insurance	21	120	154	120	150
363: Worker'S Comp	224	120	172	172	168
364: FICA	303	330	484	484	474
365: TRS	-	-			-
366: PERS	5,727	4,910	7,446	7,446	7,320
367: TRS On-Behalf	-	-			-
368: PERS On-Behalf	1,156	630	1,031	1,031	1,568
369: Other	2,275	1,370	2,064	2,064	2,019
410: Professional & Technical	-	-			-
433: Communications	1,067	1,400	1,307	1,400	1,442
440: Other Purchased Services	148	1,630	1,276	1,630	1,679
450: Supplies, Materials & Media	331	500	97	500	515
475: Technology Supplies	-	-			-
490: Other Expenses	-	-	99		-
510: Equipment	-	-			-
<b>600: Operations &amp; Maintenance Of Plant</b>					
325: Maintenance/Custodial	34,530	35,630	35,905	35,910	36,680
329: Substitutes/Temporaries	-	560			-
361: Insurance - Life & Health	10,272	10,640	10,853	10,890	11,584
362: Unemployment Insurance	27	260	152	260	169
363: Worker'S Comp	296	1,140	820	820	910
364: FICA	584	560	479	479	532
365: TRS	-	-			-
366: PERS	7,729	7,840	7,876	7,876	8,070
367: TRS On-Behalf	-	-			-
368: PERS On-Behalf	1,618	1,000	1,113	1,114	1,746
369: Other	3,117	2,190	2,201	2,202	2,248
410: Professional & Technical	198	5,800	3,513	6,640	7,828
420: Staff Travel	-	-	1,333		-
430: Utilitiy Services	11,153	10,400	10,392	10,400	10,712
433: Communications	-	-			-
436: Electricity	14,249	14,000	13,992	14,000	14,420
438: Energy	55,916	39,000	29,760	31,000	40,170
440: Other Purchased Services	-	500		500	515
442: Site & Builidng Repair	4,302	4,000	4,415	4,000	4,120
443: Equipment Repair	300	1,000		1,000	1,030
446: Property Insurance	12,186	15,500	18,166	18,200	19,110
450: Supplies, Materials & Media	261	1,000	839	1,000	1,030
452: Maint/Const Supplies/Materials	1,067	2,000	4,122	3,860	2,060
453: Janitorial Supplies	1,246	1,100	191	1,100	1,133
457: Small Tools & Equipment	24	250	197	250	258
458: Vehicle Gasoline, Diesel & Oil	-	-			-
490: Other Expenses	-	-			-
491: Dues & Fees	-	-			-
510: Equipment	-	-			-

**Wrangell Public Schools**  
**FY25 Approved Budget**  
**General Fund Expenditures by Location**

<b>Stikine Middle School</b>	<b>FY23 Actuals</b>	<b>FY24 Adopted</b>	<b>FY24 YTD + Enc.</b>	<b>FY24 Q3 Revision</b>	<b>FY25 Approved</b>
<b>700: Student Activities</b>					
316: Extra Duty Pay	3,198	1,350	2,575	2,575	3,125
317: Certified Substitutes	-	-			
321: Director	-	-			-
329: Substitutes/Temporaries	6,075	5,150	5,738	7,500	7,500
361: Insurance - Life & Health	-	140		140	-
362: Unemployment Insurance	7	40	40	40	35
363: Worker'S Comp	78	40	42	43	38
364: FICA	749	350	436	437	341
365: TRS	402	310	229	230	275
366: PERS	149	-			-
367: TRS On-Behalf	338	300	334	334	501
368: PERS On-Behalf	-	-			-
369: Other	75	-			-
420: Staff Travel	-	-	512		-
425: Student Travel	360	-	7,375		-
440: Other Purchased Services	-	-			-
450: Supplies, Materials & Media	422	500		500	515
490: Other Expenses	-	1,500		1,500	1,545
491: Dues & Fees	-	-			-
<b>Total Stikine Middle School</b>	<b>709,208</b>	<b>742,296</b>	<b>686,323</b>	<b>730,278</b>	<b>827,751</b>



**Wrangell Public Schools**  
**FY25 Approved Budget**  
**General Fund Expenditures by Location**

<b>Evergreen Elementary School</b>	<b>FY23 Actuals</b>	<b>FY24 Adopted</b>	<b>FY24 YTD + Enc.</b>	<b>FY24 Q3 Revision</b>	<b>FY25 Approved</b>
<b>100: Instruction</b>					
315: Teacher	502,737	521,070	560,908	560,908	570,062
317: Certified Substitutes	6,596	-	2,344	3,000	3,000
323: Aides	623	-	12,641	12,944	18,033
329: Substitutes/Temporaries	7,011	10,000	8,251	11,000	11,000
361: Insurance - Life & Health	150,286	149,530	164,008	164,530	174,718
362: Unemployment Insurance	397	2,610	2,824	2,610	2,825
363: Worker'S Comp	4,325	2,610	3,014	3,014	3,016
364: FICA	11,897	7,560	8,520	8,521	7,631
365: TRS	61,036	65,450	70,592	70,592	71,634
366: PERS	-	-	2,848	2,848	3,967
367: TRS On-Behalf	53,106	62,850	77,885	77,886	98,070
368: PERS On-Behalf	29	-	401	402	858
369: Other	3,103	-	4,093	4,094	4,405
420: Staff Travel	10,269	8,000	9,173	8,000	8,570
440: Other Purchased Services	1,667	6,000	1,824	6,000	6,180
450: Supplies, Materials & Media	10,790	6,000	3,681	6,000	6,180
471: Textbooks	19,305	20,000	792	20,000	21,000
475: Technology Supplies	24,874	35,700	9,164	35,700	36,771
490: Other Expenses	-	500	206	500	515
491: Dues & Fees	340	-	117	-	-
510: Equipment	-	-	-	-	-
<b>200: Special Education</b>					
315: Teacher	83,533	85,460	85,454	85,454	85,454
317: Certified Substitutes	38	-	19	25	25
323: Aides	34,281	95,340	66,929	62,664	108,230
324: Support Staff	-	-	-	-	-
329: Substitutes/Temporaries	12,369	10,000	4,676	6,000	6,000
361: Insurance - Life & Health	3,192	4,000	21,020	22,000	22,980
362: Unemployment Insurance	103	1,000	711	1,000	923
363: Worker'S Comp	1,122	950	802	802	1,040
364: FICA	2,331	3,000	2,655	2,656	2,939
365: TRS	10,341	10,740	10,733	10,734	10,733
366: PERS	6,557	20,980	13,792	13,792	25,267
367: TRS On-Behalf	8,824	10,310	11,075	11,075	13,698
368: PERS On-Behalf	1,578	2,660	1,918	1,919	5,466
369: Other	6,493	7,050	7,393	7,393	17,239
410: Professional & Technical	525	-	-	-	-
420: Staff Travel	-	700	-	700	750
450: Supplies, Materials & Media	7,281	8,000	4,283	3,100	3,193
475: Technology Supplies	-	896	275	896	923
490: Other Expenses	200	-	-	-	-
510: Equipment	-	-	-	-	-
<b>220: Special Ed Support Services</b>					
418: Other Professional Services	-	-	738	750	-

**Wrangell Public Schools**  
**FY25 Approved Budget**  
**General Fund Expenditures by Location**

<b>Evergreen Elementary School</b>	<b>FY23 Actuals</b>	<b>FY24 Adopted</b>	<b>FY24 YTD + Enc.</b>	<b>FY24 Q3 Revision</b>	<b>FY25 Approved</b>
<b>300: Support Services Students</b>					
323: Aides	-	-			-
361: Insurance - Life & Health	-	-			-
362: Unemployment Insurance	-	-			-
363: Worker'S Comp	-	-			-
364: FICA	-	-			-
365: TRS	-	-			-
366: PERS	-	-			-
367: TRS On-Behalf	-	-			-
368: PERS On-Behalf	-	-			-
369: Other	-	-			-
410: Professional & Technical	-	-			-
420: Staff Travel	-	-			-
433: Communications	-	-			-
440: Other Purchased Services	-	-			-
450: Supplies, Materials & Media	-	-			-
475: Technology Supplies	-	-	220		-
490: Other Expenses	-	-			-
491: Dues & Fees	-	-			-
510: Equipment	-	-			-
<b>350: Support Services Instruction</b>					
323: Aides	10,609	-			-
329: Substitutes/Temporaries	5,394	5,000	2,130	2,800	2,800
361: Insurance - Life & Health	1,522	-			-
362: Unemployment Insurance	12	-	11		-
363: Worker'S Comp	125	-	11	11	-
364: FICA	819	-	163	163	-
365: TRS	-	-			-
366: PERS	2,334	-			-
367: TRS On-Behalf	-	-			-
368: PERS On-Behalf	488	-			-
369: Other	942	-			-
410: Professional & Technical	-	-			-
418: Other Professional Services	-	-	381	500	-
420: Staff Travel	-	-			-
433: Communications	-	-			-
440: Other Purchased Services	-	-			-
450: Supplies, Materials & Media	1,401	-	196		-
475: Technology Supplies	2,359	1,545	3,523	1,545	1,591
490: Other Expenses	3,000	2,000		2,000	2,060
510: Equipment	-	-			-

**Wrangell Public Schools**  
**FY25 Approved Budget**  
**General Fund Expenditures by Location**

<b>Evergreen Elementary School</b>	<b>FY23</b>	<b>FY24</b>	<b>FY24</b>	<b>FY24</b>	<b>FY25</b>
	<b>Actuals</b>	<b>Adopted</b>	<b>YTD + Enc.</b>	<b>Q3 Revision</b>	<b>Approved</b>
<b>400: School Administration</b>					
313: Principal	-	-			108,000
323: Aides	-	-			-
329: Substitutes/Temporaries	-	-			-
361: Insurance - Life & Health	-	-			24,161
362: Unemployment Insurance	-	-	402		497
363: Worker'S Comp	-	-			551
364: FICA	-	-			1,566
365: TRS	-	-			13,565
366: PERS	-	-			-
367: TRS On-Behalf	9,825	11,510	12,369	12,370	17,312
368: PERS On-Behalf	-	-			-
369: Other	-	-			-
420: Staff Travel	1,401	1,600	3,541	1,600	1,714
433: Communications	602	1,200	837	1,200	1,236
440: Other Purchased Services	-	-			-
450: Supplies, Materials & Media	1,302	500	166	500	515
490: Other Expenses	-	700	625	700	721
491: Dues & Fees	618	-			-
510: Equipment	-	-			-
<b>450: School Admin Support Services</b>					
324: Support Staff	32,451	32,640	33,326	33,301	33,924
329: Substitutes/Temporaries	1,593	800	1,181	1,600	1,600
361: Insurance - Life & Health	37,028	35,110	35,113	35,110	37,474
362: Unemployment Insurance	26	170	156	170	152
363: Worker'S Comp	282	170	176	176	173
364: FICA	615	480	562	562	481
365: TRS	-	-			-
366: PERS	7,063	7,180	7,377	7,378	7,534
367: TRS On-Behalf	-	-			-
368: PERS On-Behalf	1,473	920	1,032	1,033	1,615
369: Other	2,838	2,010	2,041	2,042	2,080
410: Professional & Technical	-	-			-
433: Communications	1,111	2,400	1,434	2,400	2,472
440: Other Purchased Services	1,382	6,600	4,049	6,600	6,798
450: Supplies, Materials & Media	5,227	2,000	893	2,000	2,060
475: Technology Supplies	-	-			-
490: Other Expenses	-	-			-
491: Dues & Fees	-	-			-
510: Equipment	-	-			-

# Wrangell Public Schools

## FY25 Approved Budget

### General Fund Expenditures by Location

Evergreen Elementary School	FY23 Actuals	FY24 Adopted	FY24 YTD + Enc.	FY24 Q3 Revision	FY25 Approved
<b>600: Operations &amp; Maintenance Of Plant</b>					
325: Maintenance/Custodial	30,206	35,630	40,068	40,218	38,922
329: Substitutes/Temporaries	1,699	500	229	300	300
361: Insurance - Life & Health	12,715	10,640	1,893	2,140	132
362: Unemployment Insurance	23	260	176	260	197
363: Worker'S Comp	250	1,140	194	195	217
364: FICA	182	560	565	565	617
365: TRS	-	-	-	-	-
366: PERS	6,196	7,840	8,822	8,823	8,563
367: TRS On-Behalf	-	-	-	-	-
368: PERS On-Behalf	1,317	1,000	1,247	1,247	1,853
369: Other	2,578	2,190	6,286	6,287	6,207
410: Professional & Technical	4,454	2,200	2,912	4,000	4,120
420: Staff Travel	-	-	-	-	-
430: Utility Services	16,962	17,800	18,215	17,800	18,334
433: Communications	-	-	-	-	-
435: Energy	-	-	-	-	-
436: Electricity	27,255	39,200	39,192	39,200	40,376
438: Energy	72,454	77,600	66,803	71,600	79,928
440: Other Purchased Services	279	-	-	-	-
442: Site & Building Repair	98	1,000	-	1,000	1,030
443: Equipment Repair	1,232	5,000	2,341	5,000	5,150
446: Property Insurance	21,373	26,500	29,640	29,700	31,185
450: Supplies, Materials & Media	2,014	2,500	2,819	2,500	2,575
452: Maint/Const Supplies/Materials	3,376	5,000	7,160	5,000	5,150
453: Janitorial Supplies	4,481	2,300	363	2,300	2,369
457: Small Tools & Equipment	175	500	391	500	515
458: Vehicle Gasoline, Diesel & Oil	-	-	-	-	-
490: Other Expenses	50	-	50	-	-
491: Dues & Fees	-	-	-	-	-
510: Equipment	-	-	-	-	-
<b>700: Student Activities</b>					
316: Extra Duty Pay	350	230	225	225	225
317: Certified Substitutes	(125)	-	-	-	-
321: Director	-	-	-	-	-
329: Substitutes/Temporaries	-	-	-	-	-
361: Insurance - Life & Health	-	-	-	-	-
362: Unemployment Insurance	0	10	0	10	0
363: Worker'S Comp	2	10	1	2	1
364: FICA	4	10	0	1	0
365: TRS	16	28	28	29	28
366: PERS	-	-	-	-	-
367: TRS On-Behalf	37	27	29	30	36
368: PERS On-Behalf	-	-	-	-	-
369: Other	1	-	-	-	-
410: Professional & Technical	-	-	-	-	-
420: Staff Travel	-	-	-	-	-
425: Student Travel	-	-	-	-	-
440: Other Purchased Services	-	-	-	-	-
450: Supplies, Materials & Media	-	500	-	500	515
490: Other Expenses	-	1,500	-	1,500	1,545
491: Dues & Fees	-	-	-	-	-
<b>Total Evergreen Elementary</b>	<b>1,390,652</b>	<b>1,515,177</b>	<b>1,517,320</b>	<b>1,586,202</b>	<b>1,876,038</b>

**Wrangell Public Schools**  
**FY25 Approved Budget**  
**General Fund Expenditures by Location**

District-Wide	FY23 Actuals	FY24 Adopted	FY24 YTD + Enc.	FY24 Q3 Revision	FY25 Approved
<b>100: Instruction</b>					
362: Unemployment Insurance		-	421		517
367: TRS On-Behalf	5,817	-	6,009	6,009	7,804
368: PERS On-Behalf	2,382	-	989	990	2,487
<b>160: Vocational Education</b>					
362: Unemployment Insurance		-	18		18
367: TRS On-Behalf	423	-	518	519	641
<b>200: Special Education</b>					
362: Unemployment Insurance		-	13		11
367: TRS On-Behalf	184	-	313	313	387
368: PERS On-Behalf	1	-	18	18	-
<b>220: Special Ed Support Services</b>					
314: Director/Coordinator	19,196	23,200	23,512	23,513	31,012
321: Director	3,867	-			-
323: Aides	-	-			-
324: Support Staff	9,180	7,010	7,051	7,051	7,287
329: Substitutes/Temporaries	-	-			-
361: Insurance - Life & Health	4,228	3,550	3,672	3,700	1,631
362: Unemployment Insurance	25	160	152	160	211
363: Worker'S Comp	276	160	145	145	195
364: FICA	505	440	410	411	555
365: TRS	2,922	2,920	2,953	2,954	6,578
366: PERS	1,617	1,550	1,568	1,569	1,603
367: TRS On-Behalf	2,577	2,800	3,695	3,696	5,773
368: PERS On-Behalf	617	200	219	219	347
369: Other	803	430	432	433	447
410: Professional & Technical	(5,379)	35,100		20,000	36,153
420: Staff Travel	-	-			-
450: Supplies, Materials & Media	178	1,000		1,000	1,030
475: Technology Supplies	-	-			-
491: Dues & Fees	-	-			-
510: Equipment	-	-			-
<b>300: Support Services Students</b>					
410: Professional & Technical	-	-			-
450: Supplies, Materials & Media	-	-			-
490: Other Expenses	-	-			-
491: Dues & Fees	-	-			-
<b>350: Support Services Instruction</b>					
410: Professional & Technical	-	2,500		2,500	2,575
420: Staff Travel	-	2,500		2,500	2,678
433: Communications	3,415	9,100	4,577	9,100	9,373
440: Other Purchased Services	143	-	1,868		-
450: Supplies, Materials & Media	137	1,000		1,000	1,030
475: Technology Supplies	15,460	44,200	1,023	44,200	45,526
490: Other Expenses	1,214	1,700		1,700	1,751
491: Dues & Fees	-	-			-
510: Equipment	-	-			-

# Wrangell Public Schools

## FY25 Approved Budget

### General Fund Expenditures by Location

District-Wide	FY23 Actuals	FY24 Adopted	FY24 YTD + Enc.	FY24 Q3 Revision	FY25 Approved
<b>360: Instructional Related Technology</b>					
410: Professional & Technical	-	-			-
420: Staff Travel	-	-			-
433: Communications	125,843	150,000	122,565	150,000	154,500
440: Other Purchased Services	-	-			-
475: Technology Supplies	66,868	29,404	2,766	29,404	30,286
491: Dues & Fees	-	-			-
510: Equipment	-	-			-
<b>450: School Admin Support Services</b>					
324: Support Staff	-	-			-
329: Substitutes/Temporaries	-	-			-
361: Insurance - Life & Health	-	-			-
362: Unemployment Insurance	-	-	17		-
363: Worker'S Comp	-	-			-
364: FICA	-	-			-
365: TRS	-	-			-
366: PERS	-	-			-
367: TRS On-Behalf	-	-			-
368: PERS On-Behalf	7	-	141	141	-
369: Other	-	-			-
440: Other Purchased Services	-	-			-
<b>550: District Admin Support Services</b>					
447: Liability Insurance		-	33,941	34,000	35,700
<b>560: Administrative Technology Services</b>					
447: Liability Insurance		-	11,187	12,000	12,600

**Wrangell Public Schools**  
**FY25 Approved Budget**  
**General Fund Expenditures by Location**

<b>District-Wide</b>	<b>FY23</b>	<b>FY24</b>	<b>FY24</b>	<b>FY24</b>	<b>FY25</b>
	<b>Actuals</b>	<b>Adopted</b>	<b>YTD + Enc.</b>	<b>Q3 Revision</b>	<b>Approved</b>
<b>600: Operations &amp; Maintenance Of Plant</b>					
325: Maintenance/Custodial	50,687	49,570	49,757	49,758	51,064
329: Substitutes/Temporaries	-	-			-
361: Insurance - Life & Health	11,524	11,570	11,567	11,570	12,354
362: Unemployment Insurance	38	250	208	250	232
363: Worker'S Comp	412	1,580	1,135	1,136	1,266
364: FICA	842	720	649	650	725
365: TRS	-	-			-
366: PERS	11,258	10,910	10,913	10,913	11,234
367: TRS On-Behalf	-	-			-
368: PERS On-Behalf	2,252	1,390	1,542	1,543	2,431
369: Other	4,480	3,040	3,050	3,051	3,130
410: Professional & Technical	-	5,400			-
420: Staff Travel	495	500		500	536
433: Communications	-	-			-
436: Electricity	-	-			-
438: Energy	-	-			-
440: Other Purchased Services	-	-			-
442: Site & Building Repair	-	-			-
443: Equipment Repair	663	-			-
445: Insurance And Bond Premiums	11,608	12,900	589	600	630
446: Property Insurance	-	-			-
450: Supplies, Materials & Media	66	1,000	381	1,000	1,030
452: Maint/Const Supplies/Materials	97	1,000		100	1,030
453: Janitorial Supplies	-	-			-
457: Small Tools & Equipment	-	-	809		-
458: Vehicle Gasoline, Diesel & Oil	1,418	500	2,320	500	515
475: Technology Supplies	-	-			-
491: Dues & Fees	20	1,000		1,000	1,030
510: Equipment	-	-			-



**Wrangell Public Schools**  
**FY25 Approved Budget**  
**General Fund Expenditures by Location**

<b>District-Wide</b>	<b>FY23 Actuals</b>	<b>FY24 Adopted</b>	<b>FY24 YTD + Enc.</b>	<b>FY24 Q3 Revision</b>	<b>FY25 Approved</b>
<b>700: Student Activities</b>					
410: Professional & Technical	-	-			-
420: Staff Travel	-	-			-
425: Student Travel	-	-			-
440: Other Purchased Services	-	-			-
450: Supplies, Materials & Media	156	5,000		5,000	5,150
452: Maint/Const Supplies/Materials	-	-			-
458: Vehicle Gasoline, Diesel & Oil	259	-	445		-
491: Dues & Fees	-	1,500		1,500	1,545
<b>Total District-Wide</b>	<b>358,782</b>	<b>426,754</b>	<b>313,558</b>	<b>448,316</b>	<b>494,607</b>

# Wrangell Public Schools

## FY25 Approved Budget

### General Fund Expenditures by Location

Central Office	FY23 Actuals	FY24 Adopted	FY24 YTD + Enc.	FY24 Q3 Revision	FY25 Approved
<b>510: District Administration</b>					
311: Superintendent	92,253	92,800	94,049	94,050	124,049
324: Support Staff	29,752	30,110	34,860	34,847	37,162
329: Substitutes/Temporaries	624	-	34	50	50
361: Insurance - Life & Health	20,741	19,030	21,150	21,930	14,287
362: Unemployment Insurance	92	620	524	620	777
363: Worker'S Comp	1,000	620	598	599	822
364: FICA	2,129	1,790	1,710	1,710	2,303
365: TRS	11,689	11,660	11,656	11,656	26,311
366: PERS	7,875	6,630	7,666	7,667	8,176
367: TRS On-Behalf	9,831	11,200	12,027	12,027	19,685
368: PERS On-Behalf	1,140	840	1,080	1,081	1,769
369: Other	3,657	1,850	2,136	2,137	2,278
410: Professional & Technical	1,224	10,000	2,435	5,500	10,300
420: Staff Travel	11,488	9,000	13,851	16,000	13,926
433: Communications	2,153	1,400	2,157	2,200	1,442
440: Other Purchased Services	11,019	4,500	3,842	3,500	4,635
450: Supplies, Materials & Media	1,701	1,000	917	1,000	1,030
491: Dues & Fees	1,425	3,000	4,912	4,700	3,090
510: Equipment	-	-	-	-	-
<b>511: Board of Education</b>					
324: Support Staff	25,461	28,100	28,156	28,146	30,405
361: Insurance - Life & Health	10,333	10,150	10,070	10,850	11,603
362: Unemployment Insurance	17	150	109	150	128
363: Worker'S Comp	189	150	132	133	155
364: FICA	456	410	382	383	413
365: TRS	-	-	-	-	-
366: PERS	6,545	6,190	6,272	6,272	6,689
367: TRS On-Behalf	-	-	-	-	-
368: PERS On-Behalf	1,031	790	873	873	1,447
369: Other	2,589	1,730	1,725	1,726	1,864
410: Professional & Technical	180	10,000	2,700	10,000	10,300
420: Staff Travel	10,691	10,000	8,225	10,000	10,712
433: Communications	-	-	-	-	-
450: Supplies, Materials & Media	720	500	447	500	515
475: Technology Supplies	-	3,090	105	3,090	3,183
491: Dues & Fees	-	5,000	13,752	5,000	5,150

# Wrangell Public Schools

## FY25 Approved Budget

### General Fund Expenditures by Location

Central Office	FY23 Actuals	FY24 Adopted	FY24 YTD + Enc.	FY24 Q3 Revision	FY25 Approved
<b>550: District Admin Support Services</b>					
321: Director	78,405	-			-
324: Support Staff	31,163	43,220	28,648	28,648	28,973
329: Substitutes/Temporaries	124	100	431	600	600
361: Insurance - Life & Health	11,134	37,300	132	300	132
362: Unemployment Insurance	84	220	124	220	133
363: Worker'S Comp	916	220	137	137	148
364: FICA	2,375	630	415	416	420
366: PERS	23,616	9,510	6,350	6,350	6,293
368: PERS On-Behalf	4,969	1,210	888	889	1,379
369: Other	10,949	2,650	1,756	1,757	1,776
410: Professional & Technical	107,535	156,343	163,358	156,343	160,000
420: Staff Travel	10,099	9,000	6,613	9,000	9,641
433: Communications	2,363	2,000	2,768	2,000	2,060
440: Other Purchased Services	999	2,400	4,375	2,400	2,472
447: Liability Insurance	39,310	33,400			-
450: Supplies, Materials & Media	2,246	5,000	1,364	5,000	5,150
475: Technology Supplies	1,906	2,430	323	2,430	2,503
490: Other Expenses	3,236	3,000	1,528	3,000	3,090
491: Dues & Fees	7,808	800	4,630	800	824
495: Indirect Costs	(80,996)	(88,300)	(25,608)	(88,300)	(48,300)
510: Equipment	8,932	-			-
<b>560: Administrative Technology Services</b>					
321: Director	93,728	97,200	97,199	97,199	100,671
361: Insurance - Life & Health	23,001	24,150	10,603	11,150	12,354
362: Unemployment Insurance	73	490	409	490	462
363: Worker'S Comp	793	490	455	455	513
364: FICA	1,557	1,410	1,289	1,289	1,456
365: TRS	-	-			-
366: PERS	20,620	21,390	21,321	21,322	22,148
367: TRS On-Behalf	-	-			-
368: PERS On-Behalf	4,316	2,720	3,013	3,014	4,792
369: Other	8,324	5,960	5,958	5,959	6,171
410: Professional & Technical	-	-			-
418: Other Professional Services		-	9,976	10,000	-
420: Staff Travel	-	2,500	1,112	2,500	2,678
440: Other Purchased Services		-			-
450: Supplies, Materials & Media	300	3,000			3,090
475: Technology Supplies	6,768	11,300	4,097	4,300	11,639
490: Other Expenses	-	550	1,905	1,750	567
491: Dues & Fees	95	-	21		-
510: Equipment	-	1,000		1,000	1,000

# Wrangell Public Schools

## FY25 Approved Budget

### General Fund Expenditures by Location

Central Office	FY23 Actuals	FY24 Adopted	FY24 YTD + Enc.	FY24 Q3 Revision	FY25 Approved
<b>600: Operations &amp; Maintenance Of Plant</b>					
321: Director	75,696	80,770	89,098	89,098	90,256
361: Insurance - Life & Health	21,616	22,540	18,776	22,540	37,485
362: Unemployment Insurance	60	410	345	410	378
363: Worker'S Comp	658	2,570	1,507	1,507	2,238
364: FICA	1,287	1,180	2,528	2,528	1,289
366: PERS	17,111	17,770	21,686	21,686	19,856
368: PERS On-Behalf	3,581	2,260	2,762	2,763	4,296
369: Other	6,895	4,960	5,462	5,462	5,533
410: Professional & Technical	-	-			-
420: Staff Travel	(24)	2,500		2,500	2,678
430: Utility Services	-	-			-
435: Energy	-	-			-
440: Other Purchased Services	-	-			-
445: Insurance And Bond Premiums	-	-	1,444	1,500	1,575
450: Supplies, Materials & Media	(24)	5,000		5,000	5,150
490: Other Expenses	-	-	829		-
491: Dues & Fees	-	-			-
510: Equipment	-	-			-
<b>Total Central Office</b>	<b>821,612</b>	<b>815,563</b>	<b>788,580</b>	<b>745,809</b>	<b>870,228</b>

## City and Borough of Wrangell Schedule of Fees and Rates

Effective: July 1, 2024

### CEMETERIES

Single Grave Plot		\$1,000
Opening/Closing Plot	Monday-Friday (9am-4pm)	\$900
Opening/Closing Plot	Weekend-Holiday-after hours	\$1,500
Burial-Cremated Remains to grave-plot	Monday-Friday (9am-4pm)	\$180
Burial-Cremated Remains to grave-plot	Weekend-Holiday-after hours	\$360
Headstone Installation		\$200
<b>Columbariums</b>		
Niche		\$550.00
Opening/Closing Niche	Monday-Friday (9am-4pm)	\$120.00
Opening/Closing Niche	Weekend-Holiday-after hours	\$330.00
Niche Plaque Installation	Monday-Friday (9am-4pm) only	\$120.00
Memorial Space		\$100.00
Memorial Plaque Installation	Monday-Friday (9am-4pm) only	\$35.00
Niche and Memorial Plaques are quoted by Clerk		
Maximum of 2 Full-Casket Burial Plots and 2 Niches in the Columbarium can be reserved at a time (immediate family members)		

end of section

## City and Borough of Wrangell Schedule of Fees and Rates

Effective: July 1, 2024

### Museum/Civic Center

#### Wrangell Museum Admission Rates

Adult walk-ins			<b>\$8.00– \$12.00</b>
<b>Senior citizens (60+) Alaska Residents</b>			<del>\$6.00</del> \$8.00
Children 12 and Under			<b>\$5.00 Free with Parent</b>
Organized group tours, 10 or more			\$5.00 each
School groups			Free
Friends of the Museum			Free

#### Regular Room Rental Rates

	1-4 hours	5-8 hours	Over 8 hours
<b>Civic Center</b>	<b>400 \$600</b>	<b>500 \$750</b>	<b>600 \$1200</b>
<b>Half Civic Center</b>	<b>200 \$400</b>	<b>250 \$500</b>	<b>300 \$600</b>
Classroom	\$175	\$200	\$225
Half Classroom	\$100	\$125	\$150
Lobby with another rental	\$75	\$100	\$125
Lobby only	\$175	\$200	\$225
Small Theater	\$125	\$150	\$175
Kitchen	\$100	\$125	\$150
Bar Fee	\$125	\$175	\$225
Beverage Service (coffee, tea, water)	\$75	\$100	\$125
Multimedia (sound system, projector, etc.)	\$50	\$75	\$100
Outside of normal working hours 8-5	\$75 additional fee		

#### Wrangell Local Non-Profit Rates

	1-4 hours	5-8 hours	Over 8 hours
Civic Center	\$350	\$450	\$550
Half Civic Center	\$175	\$225	\$275
Classroom	\$150	\$175	\$200
Half Classroom	\$75	\$100	\$125
Lobby with another rental	\$50	\$75	\$100
Lobby only	\$150	\$175	\$200
Small Theater	\$100	\$125	\$150
Kitchen	\$75	\$100	\$125
Bar Fee	\$100	\$150	\$200
Beverage Service (coffee, tea, water)	\$50	\$75	\$100
Multimedia (sound system, projector, etc.)	\$25	\$50	\$75
Outside of normal working hours 8-5	\$50 additional fee		
Birthday Party (during regular movie)	\$75		
Birthday Party (private, older movie)	\$100		
<b>Concessions fee with Birthday Party</b>	<b>\$25</b>		

#### Additional Fees

Tablecloths	\$7 each	Table skirting	\$10 each table
Table napkins (cloth)	\$ .50 each	Stage with stairs/skirting	\$200

end of section

### LIBRARY

<b>Copies: Black &amp; White</b>	per page	<b>\$0.25</b>
<b>Copies: Color</b>	per page	<b>\$0.50</b>
<b>Fax:</b>	first page	<b>\$1.00</b>
	each additional page	<b>\$0.50</b>

## City and Borough of Wrangell Schedule of Fees and Rates

Effective: July 1, 2024

<b>Lamination (8.5" x 11" max)</b>	<b>per page</b>	<b>\$1.00</b>
<b>Overdue fees</b>	<b>per day</b>	<b>\$0.10</b>

end of section

### **PARKS AND RECREATION FACILITIES/PARTICIPATION**

<b>Child</b>	6 years old and under	
<b>Youth</b>	7 years old to 13 years old	
<b>Young Adult</b>	14 years old to 17 years old	
<b>Adult</b>	18 years old to 64 Years old	
<b>Senior</b>	65 years old and older	
<b>Pool, Weight Room, Showers</b>	[4 years and under] 6 Years and Under	FREE
	[5 years to 17] 7 Years to 12 Years	\$2.00
	13 Years to 17 Years	\$3.00
	18 Years and Older	\$5.00
	Seniors: 65 Years+	\$3.00
	Veterans	\$3.00
	Families	\$12.00
	Disabled	Free
	10 Punch Pass	10% Discount
	20 Punch Pass	20% Discount
<b>Pool Passes</b>	Youth - 1 Month	\$18.00
	Youth - 6 Months	\$80.00
	Youth - 1 Year	\$130.00
	Young Adult, Senior & Veterans - 1 Month	\$27.00
	Young Adult, Senior & Veterans- 6 Months	\$119.00
	Young Adult, Senior & Veterans - 1 Year	\$195.00
	Adult - 1 Month	\$45.00
	Adult - 6 Months	\$198.00
	Adult - 1 Year	\$324.00
	Family - 1 Month	\$81.00 + \$6.75 each youth
	Family - 6 Months	\$356.00 + \$30.00 each youth
	Family - 1 Year	\$583.00 + \$50.00 each youth
	Single Adult Family - 1 Month	\$45.00 + \$6.75 each youth
	Single Adult Family - 6 Months	\$198.00 + \$30.00 each youth
	Single Adult Family - 1 Year	\$324.00 + \$50.00

*Definition of Family: Up to two domestic partnership adults and their children*



## City and Borough of Wrangell Schedule of Fees and Rates

Effective: July 1, 2024

<b>Pool Rentals w/o Nessie</b>	Lockers per Month / per Year	\$10.00 / \$100.00
	[0-15] Up to 20 People with 2 Guards	\$75.00/hr
	[16-30] 21-40 People with 3 Guards	\$100.00/hr
	[31-45] 41-60 People with 4 Guards	\$125.00/hr
	[46-60] 61-80 People with 5 Guards	\$150.00/hr
	Aquatics Inflatable (Nessie) per hour	\$50.00
	Water Polo Equipment per hour	\$25.00
	Youth Sports Programs	\$50.00
	Youth Recreation Programs	Variable
	Adult Sports & Recreation Programs	Variable
	Swim Camp	75.00
	Private Swim Lessons 30 minutes	30.00
	Swim Lessons	\$50.00
<b>Community Center Rentals</b>	Gymnasium Per Hour	\$40.00
	Gymnasium Day	\$220.00
	Classroom Per Hour	\$25.00
	Classroom Day	\$140.00
	Kitchen Per Hour	\$25.00
	Kitchen Per Day	\$140.00
	Table + 6 Chairs	\$10.00/set
	Bounce House - per hour	\$20.00
	Inflatable Movie Screen per hour	\$20.00
	Volleyball Net and Equipment per hour	\$20.00
	Pickleball Equipment per hour	\$20.00
	[Tot Gym Toys] Basketballs/ Tot toys per use	\$5.00
<b>Park Rentals</b>	Park Shelter Reservation - [Up to 3-hrs] half day	\$20.00
	Park Shelter Reservation - Over 3-hrs	\$30.00
	Covered Basketball Court - half day	\$20.00
	Covered Basketball Court - full day	\$30.00
<b>RV Park Rentals</b>	Non-Electric Site / Night	\$20.00
	Site with Electric Hook-Up / Night	\$30.00
<b>Kayak Storage Unit</b>	Month	\$10.00
	Annual	\$100.00

end of section

## City and Borough of Wrangell Schedule of Fees and Rates

Effective: July 1, 2024

### WML&P (Light Department)

<b>Residential service (Schedule A)</b>		
Charge per meter		<b>\$10.00</b>
Rate:		
Customer charge		<del>\$8.00</del> <b>\$10.00 per month</b>
Energy charge:		
0 - 300 KWH		<del>\$0.1548</del> <b>\$0.1550 per KWH</b>
301 - 1,200 KWH		<del>\$0.1291</del> <b>\$0.1300 per KWH</b>
Over 1,200 KWH		<del>\$0.1056</del> <b>\$0.1075 per KWH</b>
<b>Small commercial service (Schedule B)</b>		
Rate:		
Customer charge		<del>\$9.00</del> <b>\$12.00 per month</b>
Energy charge:		<del>\$0.1444</del> <b>\$0.1450 per KWH</b>
<b>Large commercial service (Schedule C)</b>		
Rate:		
Customer charge		<del>\$13.50</del> <b>\$25.00 per month</b>
Energy charge:		
0 - 70,000 KWH Energy charge		<del>\$0.1345</del> <b>\$0.1350 per KWH</b>
Over 70,000 KWH		<del>\$0.1302</del> <b>per KWH</b>
<b>Rates for separately metered heat and hot water</b>		
Rate:		
Customer charge	One-half the applicable monthly customer charge for the class of service	
Energy Charge:		<del>\$0.1056</del> <b>\$0.1075 per KWH</b>
<b>Customer Service Inspection</b>		
Rate:		<b>\$30.00</b>
<b>Fuel Adjustment Charge</b>		
<b>Fuel Surcharge = F/SxC, whereas:</b> <b>F = total cost of fuel and oil</b> <b>S = total KWH sold during month of diesel run</b> <b>C = resident/business consumption (KWH purchased by individual or entity)</b>	See variables to right	Fuel Surcharge = F/SxC
<b>Permits &amp; Connections</b>		
Residential Permit		<b>\$100.00</b>
Commercial Permit		<b>\$200.00</b>
Service Connection Change		<b>\$270.00</b>
Temporary Connection		<b>\$110.00</b>
The above fees include two inspections, one rough-in and one final. For each additional inspection made necessary for defective workmanship or material or recall by customer an additional charge of \$35.00 will be added.		

## City and Borough of Wrangell Schedule of Fees and Rates

*Effective: July 1, 2024*

Note: Service Connections Fee as noted below apply to Service Connections not to exceed 150 feet. For Service Connections over 150 feet and do not require an additional pole, an additional \$3.00 per foot will be added.

<b>Residential Sgl. Phase</b> (through 200 Amps)	Transformer is provided by WML&P	\$800
<b>Residential Sgl. Phase</b> (through 400 Amps)	Transformer is provided by WML&P	\$1,000
<b>Commercial Sgl. Phase</b> (through 200 Amps)	Transformer Cost is Additional	\$950
<b>Commercial Sgl. Phase</b> (above 200 Amps to 400 Amps)	Transformer Cost is Additional	\$1,200
<b>Commercial Sgl. Phase</b> (above 400 Amps)	Transformer Cost is Additional	\$1,600
<b>Commercial Three Phase</b> (through 200 Amps)	Transformer Cost is Additional	\$1,850
<b>Commercial Three Phase</b> (Over 200 Amps)	Plus \$10 per Transformer KVA Required /Transformer Cost is Additional	\$3,500
<b>Overhead Secondary Pole Span</b> (Up to 300 feet)		\$2,500
<b>Overhead Primary Single Phase Pole Span</b> (Up to 300 feet)		\$7,850
<b>Overhead Primary Three Phase Pole Span</b> (Up to 300 feet)		\$8,950

All Underground Service Extensions (both Single Phase and Three Phase) will be billed at actual Material and Labor Costs at the time of installation.

**end of section**

## City and Borough of Wrangell Schedule of Fees and Rates

Effective: July 1, 2024

### **PERMITS and APPLICATIONS**

<b>Building Permit</b>	Residential	\$200.00
	Commercial	\$300.00
	Remodeling and Miscellaneous (residential)	\$100.00
	Remodeling and Miscellaneous (commercial)	\$200.00
<b>Conditional Use Permit</b>	Application	\$100.00
	After-the-fact application	\$300.00
<b>Encroachment Permit</b>	Application	\$100.00
<b>Subdivisions</b>	Preliminary Plat Submittal	\$100.00
<b>Variance Permit</b>	Application	\$100.00
	After-the-fact application	\$300.00
<b>Application for rezone petition</b>	Application	\$150.00
<b>Application for Sale of Real Property or Tidelands</b>	Application	\$250.00
<b>Application for Lease of Real Property or Tidelands</b>	Application	\$250.00

end of section

## City and Borough of Wrangell Schedule of Fees and Rates

Effective: July 1, 2024

### **HARBOR AND PORT FACILITIES**

Category	Description of Rate/Fee Type	Basis	Rate
Transient Moorage	Daily Moorage - Invoiced (per foot) *Invoiced on a Monthly Basis	0-30 feet	\$1.11
		31-55 feet	\$1.34
		56-100 feet	\$1.56
		101 feet and up - All Vessel Sizes	\$2.45-\$1.50
	Designated Bow Tie Skiff Zone	flat fee per month	38.89-\$40.00
	Monthly Moorage (per foot)	0-30 feet	\$4.90
		31-55 feet	\$5.52
		56-100 feet	\$6.12
		101 feet and up	\$7.35
		Live Aboards (monthly)	96.32-\$100.00
		Monthly (All Vessel Sizes)	\$6.50
		3-months Prepaid (All Vessel Sizes)	\$6.00
Reserved Moorage	Annual Moorage (per foot)	0-30 feet	34.34-\$35.37
		31-55 feet	40.48-\$41.69
		56 feet and up	46.62-\$48.02
		Wait List Deposit	\$50 for each reserved slot
Customer Service Moorage	Wait List Deposit	Each	\$55.55
	Annual	N/A	1.5x the annual moorage rate
Electric Utility Service	Daily Utility Service (by amp size)	20 amp 120 v	\$5.67
		30 amp 120 v	\$9.07
		50 amp single phase	\$11.33
		50 amp 3 phase	\$31.21
		100 amp 3 phase	\$56.66
Outside Dock Face Moorage	Daily Outside Moorage (per foot)	00 – 99 feet	\$ 1.37
		100 – 199 feet	\$ 1.77
		200 – 299 feet	\$ 1.98
		300 – 499 feet	\$ 2.27
		500 – 599 feet	\$ 2.67
		600 feet and up	\$ 3.04
Inside Dock Face Moorage	Daily Inside Moorage (per foot)	00 – 99 feet	\$ 1.37
		100 – 199 feet	\$ 1.77
		200 – 299 feet	\$ 1.98
		300 – 499 feet	\$ 2.27
		500 – 599 feet	\$ 2.67
		600 feet and up	\$ 3.04

## City and Borough of Wrangell Schedule of Fees and Rates

Effective: July 1, 2024

<b>Barge Ramp Facility</b>	<b>Daily</b> (per lineal foot)	Per foot (\$500.00 minimum)	\$ 2.22
	<b>Beach Landing</b> (per lineal foot)	Per foot (\$25.00 minimum)	\$ 0.11
<b>Wharfage</b>	<b>General cargo</b>	Per ton	\$ 2.78
	<b>Vehicles</b>	Per ton	\$ 2.78
	<b>Explosives</b>	Per ton	\$ 6.94
	<b>Lumber</b>	Per thousand milled board feet	\$ 1.11
	<b>Empty containers</b>	Each	\$ 4.17
	<b>Less than 500 tons of Sand and Gravel</b>	Per ton	\$ 1.11
	<b>500 to 1500 tons of Sand and Gravel</b>	Per ton	\$ 500 + (0.20/ton for each ton over 500)
	<b>Greater than 1500 tons of Sand and Gravel</b>	Per ton	\$ 800 + (0.05/ton for each ton over 500)
<b>Storage</b>	<b>Outside Storage</b>	Per foot	\$ 0.57
<b>Gridiron</b>	<b>Daily Use</b>	Per foot	\$ 1.13
<b>Launch Ramp</b>	<b>Daily Fee</b>	Per Launch	\$ 12.00
	<b>Annual Permit w/ stall</b>	Flat fee	\$ 28.00
	<b>Annual Permit w/out stall</b>	Flat fee	\$ 55.00
<b>Parking</b>	<b>No charge - Parking limitations to be enforced by Wrangell PD</b>		
<b>Harbormaster Services</b>	<b>Replace Mooring Lines</b>	\$10 plus the cost of the line	
	<b>Skiff Rental w/Personnel</b>	Per hour (minimum of 1 hour)	\$ 198.31
	<b>Pumping</b>		\$25/per pump + Labor
	<b>Labor</b>	Labor costs will be the actual costs of the employee. They will include wages and employee costs. Overtime and callout rates may also apply.	
	<b>Raising of Boats</b>	\$175 plus cost of materials and professional services	
<b>Water Rates</b>	<b>Commercial and Industrial Water</b>	See WMC 15.04.640	
<b>Hoists</b>	<b>Use of Hoists</b>	Per hour (Billed in 10min intervals)	\$ 30.00
<b>Sea Plane Floats</b>	<b>Day Pass</b>	Per day	\$ 5.83
	<b>Monthly Pass</b>	Per month	\$ 116.66
	<b>Annual Permit (reserved)</b>	Per year	\$ 489.95
<b>Impoundment Fee</b>	<b>Impounded vessel, vehicle, float, etc.</b>	<b>Per impound</b>	<b>339.97 \$400.00</b>
<b>Summer Float Use</b>	<b>Transient Moorage</b> (per foot)	<b>0 - 80 feet</b>	<b>0.74 \$0.77</b>
		<b>81 feet and up</b>	<b>1.08 \$1.13</b>
<b>Passenger Vessels Motorized</b>	<b>Daily</b>	Per departure	\$ 11.33
	<b>Monthly</b>	Per foot /month	\$ 2.27
	<b>Annual</b>	Flat Rate	\$ 453.29
<b>Port Development Fees</b>	<b>Daily</b>	120 - 499	\$ 2.27
		500 and up	\$ 2.69

## City and Borough of Wrangell Schedule of Fees and Rates

Effective: July 1, 2024

Lightering Fee			
60 percent of applicable dockage and port fees			
Marine Service Center Rates and Fees	Travel Lift Haul Out Rate (per foot)	0 - 40 feet	45.46 \$15.92
		41 - 58 feet	47.00 \$17.51
		59 - 75 feet	48.43 \$18.98
		76 - 90 feet	21.26 \$21.90
		91 - 120 feet	24.09 \$24.81
		121 - 140 feet	26.94 \$27.75
		141 feet and up	29.36 \$30.24
	Travel Lift Minimum (Hourly Rate)	150-ton per hour use	407.96 \$420.20
		300-ton per hour use	679.93 \$700.33
	Environmental Fee	Per foot	4.13 \$1.16
	Short Term Monthly Storage	Per square foot/per month	0.89 \$0.95
	Long Term Monthly Storage	Per square foot/per month	0.64 \$0.65
	Long Term Monthly Storage After 12 Consecutive Months	Per square foot/per month	4.22 \$1.26
	Inspection Hoist Fee	First 2-hours: 60 percent of haul out rate	
	Hydraulic Trailer Fee	Round trip (per foot)	44.85 \$12.21
		One-way (per foot)	5.93 \$6.11
		Minimum Fee	283.34 \$291.81
		Off-site Transportation	
		Long-term Storage Reservation Fee	443.32 \$116.72
	Business Lease Rates	***The marine service center business lease rates are not	
Port Security Personnel	Cruise Ship Security Personnel	Per Stop	\$ 600.00
Meyers Chuck	Transient Moorage (per foot)	Daily - Invoiced	\$0.45 \$0.50
		Monthly	4.98 \$2.00
	Reserved Moorage (Per foot)	Annual	43.6 \$14.00
Commercial Passenger Vessel Wharfage	Passenger Wharfage Fees	Upon tie-up	*\$7.00 per person
		For lightering	*\$5.00 per person
Commercial Passenger Vessel Potable Water Fees	Water Fees by Vessel Length (Each Servicing)  *All servicing is subject to availability. The Harbor Master and Public Works Director have full discretion on whether the Borough has sufficient supply to meet commercial passenger vessel fresh water demand.	199 feet or less	\$ 66.66
		200 to 299 feet	\$ 133.32
		300 to 399 feet	\$ 199.98
		400 to 499 feet	\$ 266.64
		500 to 599 feet	\$ 399.96
		600 to 699 feet	\$ 533.28
		700 to 799 feet	\$ 666.60
		800 to 899 feet	\$ 799.92
		900 to 1,400 feet	\$ 933.24
		All Vessels	\$0.05/gal

end of section

## City and Borough of Wrangell Schedule of Fees and Rates

Effective: July 1, 2024

### **PUBLIC WORKS (Sanitation)**

Container Size	1 Yard	411.41 \$114.75
	1.5 Yard	459.52 \$164.31
	2 Yard	202.56 \$208.64
	48 Gallon	45.58 \$46.95
	64 Gallon	52.33 \$53.90
	96 Gallon	65.83 \$67.80
Landfill Charges	Up to 1 cubic yard (minimum charge)	\$20.00
	Unsorted	\$36.00
	Cars (each, with no tires and no fluids)	\$300.00
	Cars (WITH tires and fluids)	Will not be accepted
	Tires	\$4.00/each
	Washers or Dryers (each)	\$40.00
	Refrigerators and Freezers (each with Freon)	\$80.00
	Cardboard, glass and aluminum (if separate)	Free
Fees	Outside Business Hours Call-out Fee	\$150.00
Specific Requirements for Landfill: The following list is items that need to be separated by the customer prior to bringing to the landfill:		
Separation of Garbage:		
A	Metal and Appliances	
B	Wood and Paper	
C	Batteries	
D	Refrigerators and Freezers	
E	Hazardous Waste, including but not limited to oil, gas, paint, antifreeze, and household chemicals	
F	Glass	
G	Aluminum	
H	And other items as posted at the landfill or as directed by landfill personnel	

end of section



## City and Borough of Wrangell Schedule of Fees and Rates

Effective: July 1, 2024

### PUBLIC WORKS (Water)

#### Metered Rates

<b>Residential Metered</b>	Monthly base charge first 4,000 gallons	\$44.28
	Charge additional 1,000 gallons	\$4.15
<b>Commercial Metered</b>	Monthly base charge first 4,000 gallons	\$44.28
	Charge per additional 1,000 gallons	\$4.15
<b>Large Commercial Metered</b>	Monthly base charge first 5,000 gallons	\$664.41
	Per additional 1,000 gallons	\$2.71

#### Unmetered Rates

Residential Commercial/Industrial	\$67.42
Bakeries	\$116.06
Bars	\$255.31
Barbershop – one chair	\$63.78
Barbershop – per each additional chair	\$51.07
Beauty Shop – one basin	\$63.78
Beauty Shop – per additional basin	\$51.07
Bed and Breakfast within Single-Family Residential – per rental unit	\$13.48
Churches	\$63.78
Cleaners and Cleaning Plant	\$127.37
Clubs, Lodges – w/o Bar or Restaurant Facilities	\$63.78
Clubs, Lodges – w/Bar or Restaurant Facilities	\$127.57
Cold Storage Plants	\$1,361.22
Convenience Stores	\$57.98
Vehicle and Marine Service Stations, Car Lots – w/o Wash Racks	\$127.37
Grocery Stores – w/o Meat Market	\$174.09
Grocery Stores – w/Meat Market	\$232.12
Hydrants, Fire – each	\$40.44
Hotels and Motels – 10 Rooms or Less	\$191.45
Hotels and Motels – Over 10 Rooms, per additional room	\$14.20
Laundromats, Self Service – Under 30-lb. Capacity, per machine	\$30.00
Laundromats, Self Service – 30 lbs. or Over Capacity, per machine	\$35.00
Multifamily per unit (4 units and above)	\$51.67
Office Building – base rate first plumbed space	\$67.44
Office Building – each additional plumbed space	\$42.16
Offices w/Additional Laboratory and/or X-Ray Unit	\$134.88
Plane Floats	\$127.37
Public Showers – first two stalls	\$68.17

## City and Borough of Wrangell Schedule of Fees and Rates

Effective: July 1, 2024

Unmetered Rates		
Public Showers – per additional stall		\$16.62
Ranger District		\$653.97
Restaurant, Lunch Counters, Etc. – Up to and Including 30 Seats		\$174.09
Restaurant, Lunch Counters, Etc. – Over 30 Seats		\$255.33
Fountain only		\$63.78
Schools, per classroom		\$42.16
Shops and Stores		\$63.78
Everything Else		\$67.44
Standby Fire Protection		\$40.44
Fees		
Deposit required		\$25.00
Meter deposit required		\$100.00
Service turnoff for delinquent accounts - Charges	Disconnect Service Charge	\$50.00
	Reconnection Service Charge	\$50.00
Meter accuracy - Testing upon customer request	For meters one inch and smaller. For meters larger than one inch, shall be an estimate of the cost of testing the meter as determined by the Public Works Director.	\$50.00
Outside of Business Hours - Call out Fee		\$150.00
Service connection charges	Size of Service (in inches)	Minimum Charges
	3/4	\$350.00
	1	\$450.00
	2	\$600.00
	3 and over	\$700.00

end of section

# City and Borough of Wrangell

## Schedule of Fees and Rates

Effective: July 1, 2024

### PUBLIC WORKS (Sewer)

Class A Residential	
Metered Water Customers	Same cost as metered water bill for period
Monthly Residential Charge	\$56.70
Vacation Rate	\$14.18
Class B Commercial	
Bakeries	\$85.06
Bars	\$170.12
Barbershop – two chairs	\$56.70
Barbershop – per each additional chair	\$28.35
Beauty Shop – two basin	\$56.70
Beauty Shop – per additional basin	\$28.35
Bed and Breakfast within Single Family Residential – per rental unit	\$11.34
Canneries	\$56.70
Canneries – Shellfish	special
Canneries – Fish Processing	special
Canneries – Rinsing and Packaging Only	special
Canneries – Saltwater Process Only	special
Churches	\$56.70
Cleaners and Cleaning Plant	\$113.39
Clubs, Lodges – w/o Bar or Restaurant Facilities	\$56.70
Clubs, Lodges – w/ Bar or Restaurant Facilities	\$113.39
Cold Storage Plants	special
Convenience Stores	\$56.70
Docks	\$56.70
Garage, Service Station, Car Lots – w/o Wash Racks	\$56.70
Garage, Service Station, Car Lots – w/ Wash Racks	\$113.39
Grocery Stores – w/o meat market	\$85.06
Grocery Stores – w/ meat market	\$170.12
Hotels and Motels – First 10 rooms or less	\$170.12
Hotels and Motels – Over 10 Rooms, Per Room	\$11.30
Hospital – 2 ERUs + Per Bed Charge of 0.4 ERU per 24 Beds	\$657.89
Laundromats, Under 30- Pound Capacity	\$15.00
Laundromats, 30 Pound or Over Capacity	\$20.00
Multifamily per unit	\$56.70
Office Building – Per employee	\$5.64
Office Building – Each additional plumbed office	\$56.70
Office Building – Each additional unplumbed office	\$11.30

## City and Borough of Wrangell Schedule of Fees and Rates

Effective: July 1, 2024

Class B Commercial	
Offices – Medical	\$31.94
Offices – Medical – w/ laboratory and/or X-Ray Unit	\$113.39
Offices – Medical – w/o laboratory and/or X-Ray Unit	\$56.70
Public Showers – First two Stalls	\$56.70
Public Showers – Per additional stall	\$11.30
Ranger District	\$442.37
Restaurant, Lunch Counters, Etc. – Up to and including 30 seats	\$170.12
Restaurant, Lunch Counters, Etc. – each additional 20 seats or fraction thereof	\$56.70
Lunch Counters, Drive-Ins or Fast Food, of less than 30 seats	\$85.06
Industrial	special
Schools, per Classroom	\$24.36
Shops, Stores, Dry Goods, Gifts, Etc.	\$56.70
Swimming Pool, Public	\$453.71
Rooming Houses	\$56.70
Rooming Houses per bed	\$11.30
Service Connection Charge (not including labor & materials)	\$287.50

end of section

# CERTIFICATE OF SERVICE

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

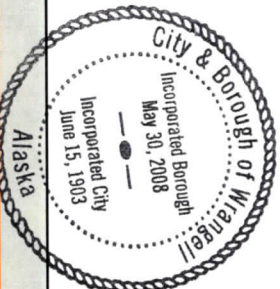
**Caitlin Cardinell**

for her service and dedication on the following Boards:

*Wrangell Convention & Visitors Bureau from October 2022 to March 2024*  
*Economic Development Board from November 2019 to March 2024*

ATTEST: Kim Lane, MMC, Borough Clerk

Dated this 23rd day of April 2024



Patricia Gilbert, Borough Mayor

*Patricia Gilbert*



# CERTIFICATE OF SERVICE

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

**Mya De Long**

for her service and dedication on the Wrangell Convention & Visitors Bureau from:

**October 2021 through March 2023**

ATTEST: Kim Lane, MMC, Borough Clerk

Dated this 23rd day of April 2024



Patricia Gilbert, Borough Mayor

## **Minutes of Regular Assembly Meeting Held on April 09, 2024**

Mayor Patricia Gilbert called the Regular Assembly meeting to order at 6:00 p.m., April 9, 2024, in the Borough Assembly Chambers. Assembly Member Ottesen led the pledge of allegiance.

**PRESENT** – GILBERT, POWELL, DEBORD, OTTESEN, DALRYMPLE

**ABSENT** – MORRISON, ROBBINS

Interim Borough Manager Villarma and Clerk Lane were also present.

**CEREMONIAL MATTERS** - None.

### **PERSONS TO BE HEARD**

A letter from Don Pickett was provided to the assembly and included in the packet regarding Harbor Insurance.

*Sven Westergard, IBEW Assistant Business Representative* spoke to the assembly regarding the Union Collective Bargaining Agreement; stated that the membership had approved this proposed agreement.

*Alice Rooney, resident*, read a statement regarding the proposed sale of the old Wrangell Medical Center; spoke regarding the possibility of a condominium being built; stated that she has several concerns with the sale of the old Wrangell Medical Center to Mr. Johnson.

*Christina Florschutz, resident*, spoke on her concern on if Mr. Johnson has done his due diligence on engineering; needs to be carefully examined by the assembly.

### **AMENDMENTS TO THE AGENDA**

Dalrymple requested to move Item 6b to Unfinished Business.

Villarma requested that Items 13 e, f, & g be moved to the top of New Business.

There were no objections from the assembly on any of the amendments.

### **CONFLICT OF INTEREST**

Ottesen stated that he has a potential conflict of interest to the appointment to the Wrangell Convention and Visitors Bureau item. Gilbert stated that because there is no monetary gain, she did not see a conflict. There were no objections from the assembly.

### **CONSENT AGENDA**

6a Minutes from the March 26, 2024 Regular Assembly Meeting

~~6b Acceptance of FY 2023 Audit~~ moved to Unfinished Business

6c Renewal of Wrangell IGA Liquor Store Application (License #108)

***M/S: Powell/DeBord to approve the Consent Agenda, as amended. Motion approved by polled vote.***

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

Reports from the Library and Nolan Center were provided in the packet.

Villarma gave a verbal Manager's Report.

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

Clerk Lane's report was provided.

**MAYOR AND ASSEMBLY BUSINESS** – None.

**MAYOR AND ASSEMBLY APPOINTMENTS**

Appointment to fill open seats on various City Boards

Mayor Gilbert appointed Kimberly Ottesen to the Wrangell Convention and Visitors Bureau for the term ending October 2025; Grace Wintermyer to the Wrangell Convention and Visitors Bureau for the term ending October 2024; and Austin O'Brien to the Economic Development Board for the term ending October 2025. There were no objections from the assembly.

**PUBLIC HEARING**

**11a RESOLUTION No. 04-24-1850** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, APPROVING THE CONVEYANCE OF THE OLD WRANGELL MEDICAL CENTER AND REAL PROPERTY AS DESCRIBED AS LOT A, BLOCK 54 OF THE W.M.C. REPLAT, PARCEL 02-031-351, ZONED OPEN SPACE, TO WAYNE JOHNSON, DBA WRANGELL HERITAGE HOUSE DEVELOPMENT, LLC, AND TO APPLY WMC 16.12.012 – DISPOSITION OF REAL PROPERTY FOR ECONOMIC DEVELOPMENT PURPOSES FOR A FIXED AMOUNT OF \$200,000 FOR THE PURPOSE OF DEMOLISHING THE OLD WRANGELL MEDICAL CENTER

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

Villarma provided a rough timeline on when the Old Wrangell Medical Center was vacated; stated that this Resolution is for the approval to sell the Old Wrangell Medical Center to Wayne Johnson for \$200,000; stated that the proposal first went before the Economic Development Board and Planning & Zoning Commission; both approved selling the building and property; the Economic Development Board approved selling for economic development purposes.

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

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

***M/S: Powell/Ottesen to approve Resolution No. 04-24-1850. Motion approved by polled vote.***

**11b RESOLUTION No. 04-24-1851** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, APPROVING A LONG-TERM TIDELANDS LEASE TO CHANNEL CONSTRUCTION, INC., IDENTIFIED AS LOTS 7 AND USS3000, OF THE USS 3534 SUBDIVISION, ZONED WATERFRONT DEVELOPMENT ACCORDING TO PLAT 29-20, FOR THE PURPOSE OF CONSTRUCTING TWO SHOPS FOR EQUIPMENT AND OTHER CONSTRUCTION ACTIVITIES

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

Villarma stated that this Resolution is for the approval of a long-term lease for a portion of the Mill Site Property to Channel Construction (CCI); outlined the business activities that CCI intended for the property.

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

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

***M/S: Powell/Ottesen to approve Resolution No. 04-24-1851. Motion approved by polled vote.***

**11c RESOLUTION No. 04-24-1852** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, APPROVING A SHORT-TERM TIDELANDS LEASE TO CHANNEL



CONSTRUCTION, IDENTIFIED AS A PORTION OF LOT PSS, OF THE USS3534 SUBDIVISION, ZONED WATERFRONT DEVELOPMENT ACCORDING TO PLAT 29-20, FOR THE PURPOSE OF USING THE EXISTING SHOP FOR PARTS STORAGE AND WORKING ON REPAIRS TO CONSTRUCTION EQUIPMENT

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

Villarma stated that this Resolution is for the approval of a short-term lease for a portion of the Mill Site Property to Channel Construction (CCI) until the improvements are completed on the long-term lease property.

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

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

***M/S: Powell/Ottesen to approve Resolution No. 04-24-1852. Motion approved by polled vote.***

### **UNFINISHED BUSINESS**

**12a RESOLUTION No. 04-24-1853** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, APPROVING THE CONVEYANCE OF THE SALE OF BOROUGH OWNED REAL PROPERTY WITHIN WRANGELL TOWNSITE (LOTS 2, 3, 4, 5, 8 AND 9), OF SUBDIVISION PLAT BLOCK 54, ACCORDING TO PLAT NO. 68-81, ZONED OPEN SPACE, TO WAYNE JOHNSON

***M/S: Powell/Ottesen to approve Resolution No. 04-24-1853.***

Villarma stated that these lots are adjacent to the Old Wrangell Medical Center site; these lots are being sold at fair market value.

***Motion approved by polled vote.***

6b Acceptance of FY 2023 Audit (*moved from the Consent Agenda*)

***M/S: Dalrymple/Powell to approve the FY 2023 Audit.***

Dalrymple stated that he wanted this item to be moved to unfinished business to acknowledge the lower findings.

***Motion approved by polled vote.***

### **NEW BUSINESS**

13e Approval of the Collective Bargaining Agreement with the International Brotherhood of Electrical Workers (IBEW) 1547 (*under Amendments to the Agenda, this item was moved up to be considered first under New Business*)

***M/S: Powell/Ottesen to approve the Collective Bargaining Agreement with the International Brotherhood of Electrical Workers (IBEW), effective July 1, 2024, as presented.***

Villarma stated that this agreement will be effective July 1, 2024; very productive year; several changes in the approach in negotiations; there were several inconsistencies in positions; addressed the root of the problem and tried to address the specific position; addressed the specific amendments to the agreement.

***Motion approved by polled vote.***

**13f RESOLUTION No. 04-24-1855** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, PROVIDING FOR SEVERAL AMEDEMEMENTS TO UNION JOB DESCRIPTIONS AND

AMENDING THE UNION WAGE AND GRADE TABLE AND PROVIDING FOR AN EFFECTIVE DATE (*under Amendments to the Agenda, this item was moved up to be considered second under New Business*)

***M/S: Powell/Ottesen to approve Resolution No. 04-24-1855.***

Villarma stated that this resolution would amend the Union Wage and Grade table and the update job descriptions so that they match the new Union Agreement.

***Motion approved by polled vote.***

**13g RESOLUTION No. 04-24-1856** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, PROVIDING FOR SEVERAL AMEDEMMENTS TO NON-UNION JOB DESCRIPTIONS AND AMENDING THE NON-UNION WAGE AND GRADE TABLE AND PROVIDING FOR AN EFFECTIVE DATE (*under Amendments to the Agenda, this item was moved up to be considered third under New Business*)

***M/S: Powell/Ottesen to approve Resolution No. 04-24-1856.***

Villarma stated that this resolution would amend the Non-Union Wage and Grade Table and several job descriptions for Non-Union employees; re-graded several positions based on other like communities; explained the proposed grade structure in detail.

Powell asked that the Parks & Recreation Director grade increase be reevaluated if the additional facility maintenance supervision duties go away.

***Motion approved by polled vote.***

**13a ORDINANCE No. 1054** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, ADDING SECTION 1.20.045 TITLED "DISPOSITION", ADDING SECTION 1.20.046 TITLED PAYMENT OF FINE WITHOUT COURT APPEARANCE AND AMENDING SECTION 1.20.050, MINOR OFFENSE FINE SCHEDULE, IN THE WRANGELL MUNICIPAL CODE

***M/S: Powell/Ottesen to approve first reading of Ordinance No. 1054 and move to a Second Reading with a Public Hearing to be held on April 23, 2024.***

Villarma explained that this ordinance was so that the Wrangell PD could submit citations electronically to the state; will streamline the process for submitting citations.

***Motion approved by polled vote.***

**13b ORDINANCE No. 1055** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING SEVERAL SECTIONS IN CHAPTER 15.12 – ELECTRICITY, IN THE WRANGELL MUNICIPAL CODE

***M/S: Powell/Ottesen to approve first reading of Ordinance No. 1055 and move to a Second Reading with a Public Hearing to be held on April 23, 2024. Motion approved by polled vote.***

**13c RESOLUTION No. 04-24-1854** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, COMMITTING \$243,750 FROM PORT & HARBOR FUND UNRESTRICTED FUND BALANCE TO THE SHOEMAKER BOAT LAUNCH RAMP REPLACEMENT PROJECT FOR THE PURPOSE OF SERVING AS A 25% MATCH TO THE ALASKA DEPARTMENT OF FISH AND GAME RECREATIONAL BOATING ACCESS PROGRAM FUNDED THROUGH THE DINGELL-JOHNSON ACT

***M/S: Powell/Ottesen to approve Resolution No. 04-24-1854. Motion approved by polled vote.***

**13d RESOLUTION No. 04-24-1857** OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, CREATING THE SENIOR PROJECT MANAGER JOB DESCRIPTION WITHIN THE CAPITAL FACILITIES DEPARTMENT AND AMENDING THE NON-UNION WAGE AND GRADE TABLE

***M/S: Powell/Ottesen to approve Resolution No. 04-24-1857.***

Powell stated that he would like to have a report at six months and one year to see if this position is effective.

***Motion approved by polled vote.***

*Items 13 e, f, & g were moved up to be considered before Item 13a under New Business.*

~~13e Approval of the Collective Bargaining Agreement with the International Brotherhood of Electrical Workers (IBEW) 1547~~

~~13f RESOLUTION No. 04-24-1855 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, PROVIDING FOR SEVERAL AMENDEMENTS TO UNION JOB DESCRIPTIONS AND AMENDING THE UNION WAGE AND GRADE TABLE AND PROVIDING FOR AN EFFECTIVE DATE~~

~~13g RESOLUTION No. 04-24-1856 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, PROVIDING FOR SEVERAL AMENDEMENTS TO NON UNION JOB DESCRIPTIONS AND AMENDING THE NON UNION WAGE AND GRADE TABLE AND PROVIDING FOR AN EFFECTIVE DATE~~

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

**EXECUTIVE SESSION**

**15a EXECUTIVE SESSION:** Discussion on the Proposed Borough Manager's Contract

Discussion on the Proposed Borough Manager's Contract

***M/S: Powell/DeBord pursuant to 44.62.320 (c) (2), that we recess into executive session to discuss matters that may tend to prejudice the reputation and character of any person, specifically to discuss the Borough Manager's proposed contract. Motion approved by polled vote.***

*Entered executive session at 7:19 p.m.*

*Reconvened into regular session at 7:52 p.m.*

15b Approval to hire Mason Villarma as the new Borough Manager and to approve the Borough Manager's Contract, as presented

***M/S: DeBord/Ottesen to approve hiring Mason Villarma as a new Borough Manager and to approve the Borough Manager's contract, as presented. Motion approved by polled vote.***

Meeting adjourned at 7:52 p.m.

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Patricia Gilbert, Borough Mayor

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

# CITY & BOROUGH OF WRANGELL

## Economic Development Report

April 9, 2024



### MEMORANDUM

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

**CC:** MASON VILLARMA, BOROUGH MANAGER  
PLANNING AND ZONING COMMISSION  
ECONOMIC DEVELOPMENT BOARD  
WRANGELL CONVENTION AND VISITORS BUREAU

**FROM:** KATE THOMAS, ECONOMIC DEVELOPMENT DIRECTOR

**SUBJECT:** MONTHLY ECONOMIC DEVELOPMENT REPORT

**DATE:** APRIL 9<sup>TH</sup>, 2024

### IMPORTANT DATES

- Please note that staff from the economic development were out of town between March 21 and April 3, reducing the scope of accomplishments for March 2024.
- April 5, Completion of the new design for Travel Guide 2024-2025
- April 9, Assembly appointment of two new WCVB members
- April 11, Kid's Don't Float event
- April 11, Planning and Zoning Meeting
- April 12, Denali Commission grant deadline
- April 12, Branding Project Kick-Off meeting
- April 16, Wrangell Convention and Visitors Bureau Meeting
- April 19, Street Banner Ceremony (tentative/weather dependent)
- April 20, Community Clean Up Day
- April 22, Tongass Forest Plan revision community drop-in meeting (public)
- April 23, Tongass Forest Plan cooperating agency meeting (USFS/CBW)
- April 24, Mass Emergency training
- April 25, Bi-Annual tourism stakeholder meeting
- April 25-28, Annual Bird fest

### ADMINISTRATIVE

- Conducted a one-year performance evaluation for Matt Henson, Marketing and Community Development Coordinator
- Reconciled credit card reports for January and February
- Reviewed budget details for year-end of FY24
- Submitted draft budgets for Transient Tax and Economic Development divisions
- Published recruitment information for EDB and WCVB board positions
- Met with potential board candidates

## **ECONOMIC DEVELOPMENT**

- Held and facilitated March 5<sup>th</sup>, Economic Development Board Meeting
- Coordinated and attended a meeting with the Alaska Department of Commerce
- Researched publications for promoting development opportunities at the Deep-Water Port
- Met with RAIB and TCP team about the June site visit under the Thriving Communities grant program
- Met with an interested party regarding Hospital purchase
- Completed several deliverables of the PIDP grant Title VI requirements
- Worked with Amber, Lucy, and Mason to prioritize and submit funding requests for recreation appropriations package through the Alaska Outdoor Alliance Group

## **PLANNING AND ZONING**

- Held and facilitated March 14<sup>th</sup>, Planning and Zoning Commission Meeting
- Met with GIS consultant about year deliverables and transition to the new mapping program
- Researched and began draft for Alder Top Village protective covenants
- Established stakeholders and set initial meetings for the Community Addressing program
- Reviewed and finalized planning and zoning fee revisions
- Reviewed, finalized and published new planning and zoning forms/applications
- Began draft FAQ sheet for Alder Top promotional webpage
- Contacted agencies about the Comprehensive Plan process and associated costs (150k-300k)
- Studied survey determinations for Entitlement Lands
- Read the Denali Commission notice of funding in preparation for the upcoming grant application

## **TOURISM MANAGEMENT**

- Spoke to Cruise Lines Agency of Alaska regarding schedule opportunities to recover lost revenues from canceled sailings
- Researched cultural tourism marketing policies for internal development
- Scheduled and began planning for Street Banner Ceremony

- Spoke with operators and state agencies about Petroglyph Beach permitting

## MARKETING AND COMMUNITY DEVELOPMENT

- Participated in a financial planning seminar with High School
- Established branding committee, project deliverables and timelines
- Reached the \$15,000 fundraising benchmark for the fall recreation conference
- Continued planning efforts for the annual Bird Festival scheduled for April 26-28
- Coordinated planning session for recreation conference
- Met with the Port Director regarding the Seattle Boat Show and other trade show attendance
- Developed and designed the 2024-2025 Travel Guide
- Began implementation of the Customer Relationship Management software

Sincerely,

Kate Thomas  
*Economic Development Director*

# CITY & BOROUGH OF WRANGELL, ALASKA

## *BOROUGH CLERK'S REPORT*

SUBMITTED BY: Kim Lane, Borough Clerk

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

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

**May 9** – Planning & Zoning mtg at 5:30pm in the Assembly Chambers

**May 13** – Board of Equalization Hearing at 5:30pm in the Assembly Chambers

**May 21** – WCVB mtg at Noon in the Assembly Chambers

#### **Community Events:**

**May 4** – Tax Free Day

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

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

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



Upcoming 2024 Work Sessions (scheduled), Public Hearings  
(scheduled), Regular Assembly Meetings, and Other Meetings  
(scheduled)

Date	Time	Purpose
<b>May 13 (Monday) (BOE)</b>	5:30 pm	<b>Board of Equalization Hearing</b>
<b>May 14 (no work session scheduled)</b>	6:00 pm	<b>Regular Assembly Meeting</b>
<b>May 16 (Thursday)</b>	5:30pm	<b>Budget Work Session ONLY</b>
<b>May 28 (no work session scheduled) (Mill Levy Adoption (tentative))</b>	6pm	<b>Regular Assembly Meeting</b>
<b>June 11 (WS - Thriving Communities – Mill Site)</b>	6pm	<b>Regular Assembly Meeting</b>
<b>June 25 (no work session scheduled) (FY2025 Budget PH &amp; Adoption - tentative)</b>	6pm	<b>Regular Assembly Meeting</b>
<b>July 23 (no work session scheduled)</b>	6pm	<b>Regular Assembly Meeting</b>
<b>August 27 (no work session scheduled)</b>	6pm	<b>Regular Assembly Meeting</b>
<b>September 10 (no work session scheduled)</b>	6pm	<b>Regular Assembly Meeting</b>
<b>September 24 (no work session scheduled)</b>	6pm	<b>Regular Assembly Meeting</b>
<b>October 3 (Thursday)</b>	5:30	<b>SPECIAL Assembly Meeting to certify election</b>
<b>October 8 (no work session scheduled)</b>	6pm	<b>Regular Assembly Meeting</b>
<b>October 8 (no work session scheduled)</b>	6pm	<b>Regular Assembly Meeting</b>
<b>October 22 (no work session scheduled)</b>	6pm	<b>Regular Assembly Meeting</b>
<b>November 12 (no work session scheduled)</b>	6pm	<b>Regular Assembly Meeting</b>
<b>November 26 (will most likely cancel this meeting since it's two days before Thanksgiving (no work session scheduled)</b>	6pm	<b>Regular Assembly Meeting</b>



**Clerk's Vacation:** I will be out of the office, on vacation, from April 25<sup>th</sup> through May 5<sup>th</sup>.

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## With the upcoming BOE Meeting (Monday, May 13<sup>th</sup>), let's talk quasi-judicial

What is a quasi-judicial hearing?

1. When the assembly meets to determine a matter in which you function as if you were a bank of judges.
2. In a quasi-judicial hearing, the body making the decision must apply specific rules or criteria to a particular situation or application as opposed to formulating policy. The decision must be based on the evidence presented at the hearing.
3. This means that the decision-making body must follow carefully laid out procedures which takes into account oral, written and demonstrative testimony or evidence presented at the hearing. Opposing sides may also ask those presenting testimony questions, like cross-examination in a courtroom.

Some examples are:

1. Zoning of one parcel
2. Conditional use
3. Variance
4. Site plan
5. Appeals to the Assembly

This means you should have NO "ex parte" communications.

1. This legal term refers to a situation where a judge (you on the assembly) communicates with a litigant (the person bringing the issue to the assembly) outside the meeting.
2. Once a process has begun, you may not chat with your neighbor or anyone else about it. If communication happens inadvertently, you must let the body know at the hearing.

One thing to keep in mind is that if you do have ex parte communication with persons who are bringing the issue forward, you may have to recuse yourself.

Now also keep this in mind..... by having ex parte communications, it can (and most likely will) be construed as being given information by the persons bringing the issue forward and being "swayed" or convinced one way or another, in their favor. This is not appropriate at all! All communications should be brought forward in the meeting so that the whole assembly can hear and decide.

By taking part in ex parte communication, the person bringing the issue forward is running the risk that you will not be able to take part in the debate or the vote in the matter.

It is best practice to tell the person who is trying to have ex parte communications with you, that the assembly will be taking this issue up in a meeting and it is not appropriate to converse about it ahead of time. Another option for you is to send them to the Clerk for clarification.

Note: I will be sending the assembly via email, information on the procedures for the Board of Equalization Hearing. If the assembly remembers, back in September of 2023 the assembly approved an ordinance that set the board of equalization hearing procedures. Those procedures (set by code) are stated below:

### 5.04.210 Hearing – Procedures.

A. The borough assembly will sit as the board of equalization. The mayor shall be the presiding officer. If the mayor is unable to perform the duties of presiding officer, the remaining board members shall appoint a presiding officer from the membership.

B. The procedures in this section govern hearings before the board of equalization. The hearings will proceed in the order outlined below.

1. Oath or Affirmation. The board of equalization hearing officers, the appellant, witnesses, and the borough assessor(s) shall each subscribe to the following affirmation:

*Appellant, witnesses, and borough assessor(s): Do you promise and affirm that the evidence and testimony you are about to give before this Board shall be the truth, the whole truth, and nothing but the truth?*

2. Assessor's Opening Statement. The assessor will provide a brief opening statement on the board of equalization hearing proceedings.

3. Appellant's Presentation. The appellant shall have a total of five minutes to present their case. The appellant may appear in person or by phone and may be represented by an agent or attorney. The appellant may testify, call witnesses on their behalf, and present evidence and argument. The assessor may cross-examine the appellant or any other witness that testifies on behalf of the appellant.

4. Assessor's Presentation. The assessor will present evidence, testimony, and argument to support the assessed value of the property and may rebut evidence presented by the appellant. The assessor may recommend to the board to adjust the property's assessed value. The appellant may cross-examine the assessor.

5. Appellant's Rebuttal. At the conclusion of the assessor's case, the appellant may present additional evidence or argument to rebut any evidence which was presented by the assessor. The appellant may not present new evidence other than that which is necessary to rebut the assessor's evidence.

6. Questions. The presiding officer may allow board members to ask questions of the assessor, the appellant, and any witnesses.

7. Decision. Following steps in subsections (B)(1) through (6) of this section, the presiding officer will close the hearing and no further evidence shall be offered or considered. The board will then deliberate and decide on the appeal.

B. Exhibits. Any exhibits to be offered at the hearing must be properly labeled and must be provided to the borough clerk at least three business days prior to the hearing.

C. Absent Appellant. Appeals shall be heard in the order in which they were received. If an appellant is not present at the time scheduled, the appeal may be moved to the bottom of the appeal list and taken up after all other appeals have been considered by the board. If any appellant fails to appear, the board may proceed with the hearing in the appellant's absence upon whatever written material the appellant has submitted. If the appellant is absent and has not submitted competent evidence, the appeal shall be dismissed.

D. Burden of Proof and Grounds for Adjustment. The appellant bears the burden of proof. The only ground for adjustment of a property's assessed value is proof by a preponderance of the evidence of unequal, excessive, or improper valuation based on evidence before the board.

E. Decisions of the Board.

1. The board's decision shall be in the form of a motion containing specific findings of fact which support the motion, and the vote on the motion shall be taken by roll call. If no motion is passed by the affirmative vote of a majority of the members voting at a meeting at which a quorum is present, the assessment as determined by the assessor shall be deemed upheld.

2. A decision, once made, may not subsequently be reconsidered, amended, or rescinded by the board.

5.04.230 Appeal to superior court.

An appellant or the assessor may appeal a determination of the board of equalization to the superior court as provided by rules of court applicable to appeals from the decisions of administrative agencies. Appeals are heard on the record established at the board of equalization hearing.

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## Alaska Small Business Loan and Commercial Fishing Loan Presentation.

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

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

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

and

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

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

# State of Alaska Division of Investments



**Small Business:**

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

**Commercial Fishing:**

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

## COMING TO Wrangell, Alaska

**Wrangell Assembly  
Chambers**  
📍 **205 Brueger St.**

**Tuesday May 21**  
9am-11:30am & 2pm-4pm

**Wednesday May 22**  
9am-12pm and 2pm-4pm

*More Information*  
**1(800)478-LOAN or (907)465-2510**

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	April 23, 2024
	<u>Agenda Section</u>	<b>11</b>

**RESOLUTION No. 04-24-1858** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, APPROVING THE AMENDED FEES AND RATES SCHEDULE AS PER WMC 5.14.025

<p><u>SUBMITTED BY:</u></p> <p>Mason Villarma, Interim Borough Manager &amp; Kim Lane, Borough Clerk</p>	<p><u>FISCAL NOTE:</u></p> <p><b>Expenditure Required:</b> \$XXX Total</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; border-bottom: 1px solid black;">FY 20: \$</td> <td style="width: 33%; border-bottom: 1px solid black;">FY 21: \$</td> <td style="width: 33%; border-bottom: 1px solid black;">FY22: \$</td> </tr> <tr> <td colspan="3" style="height: 15px;"></td> </tr> </table> <p><b>Amount Budgeted:</b></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;">FY20 \$XXX</td> </tr> </table> <p><b>Account Number(s):</b></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><b>Account Name(s):</b></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><b>Unencumbered Balance(s) (prior to expenditure):</b></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 20: \$	FY 21: \$	FY22: \$					FY20 \$XXX		XXXXXX XXX XXXX		Enter Text Here		\$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 No. 04-24-1858    2. Fees and Rates Schedule (Exhibit A)

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

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

**RECOMMENDATION MOTION (two available motions):**

Move to Approve Resolution No. 04-24-1858.

## Justification for adjusting WML&P fees/rates

The proposed changes to the monthly customer charge so that they are more in line with neighboring communities and help reflect the cost of buying, maintaining, and installing meters.

The largest increase will be with the large commercial services. These types of installations are more expensive to install and require more equipment to meter properly.

All KWH tiers were rounded up to the nearest \$.0025.

## MASON, PLEASE AMEND BELOW....

### SUMMARY STATEMENT:

The Borough Assembly adopted Ordinance 1026 that requires the review of the fees and rates in the approved schedule before the adoption of the upcoming borough budget. A public hearing shall also be held at that same meeting.

**IF EXHIBIT "A" IS DESIRED:** The Borough's financial health of the enterprise funds has improved by catching up rates over the last few fiscal periods. This true up has by-and-large allowed the only increase to be a general inflation adjustment across most rate categories. The following is a brief overview of the changes made to each enterprise fund:

- **Electric Fund/WML&P** – Rates were rounded up to the nearest \$0.0025 and the monthly base fee was increased to be more competitive with neighboring communities.
- **Water Fund** – Administration needs to further evaluate the increases in operational and capital expenditures that will be incurred as a result of the new water treatment plant, replacement of distribution infrastructure, and other capital priorities prior to proposing any rate changes.
- **Sewer Fund** – All metered water users will be charged the same amount for their sewer usage. Other rate increases will be evaluated in the interim period depending on the amount of underground infrastructure replacement that is prioritized in the FY 2025 budget.
- **Ports and Harbors Fund** –several structural changes occurred. Monthly rates changed to a cost per foot applicable to all vessel sizes. This makes billing easier, and these rates are less materially impactful to the overall revenue generated in the harbor fund. All other stall rent and transient moorage rates were increased by 3 percent as an inflation adjustment. The MSC long term and short-term storage rates increased approximately 6.5 percent due to the high demand for space in the area. No rates related to shipping and freight were increased to prevent further costs to be incurred by consumers. All tourism-related rates were postponed and will take place in the fall to provide sufficient notice to cruise lines calling on Wrangell.
- **Sanitation Fund** – 3 percent increase across container categories. Further amendment will be required to adjust for Channel Constructions presence in Wrangell. The Borough may consider purchasing smaller container sizes for residents which would be a new rate in a future schedule.

## Justification for adjusting the Nolan Center Museum fees/rates

We propose raising the price for admission to the Nolan Center Museum. Providing a clear and transparent justification to our community and current and potential visitors is essential. Here are some possible justifications to consider:

1. **Enhanced Exhibits and Collections:** If each year we highlight new exhibits, artifacts, or collections or significant improvements in the presentation and curation of existing displays, we can justify a price increase by highlighting the enhanced visitor experience.
2. **Maintenance and Renovations:** Renovations or required ongoing maintenance to preserve the museum's historical integrity will justify increased pricing. The added revenue will contribute to the upkeep of the facility. This ensures a pleasant and well-maintained environment for everyone.
3. **Educational Programs and Events:** We can expand our educational programs, workshops, and events. Increased pricing can be justified by offering guests additional value and educational opportunities.
4. **Community Engagement and Outreach:** the Nolan Center actively engages with the local community through outreach programs, partnerships, and special events. We can communicate that the raised prices will help sustain and grow these community-focused initiatives.
5. **Operating Costs and Inflation:** Rising operating costs, including utilities, staff salaries, and general inflation, will necessitate a price increase to ensure the museum's financial sustainability. Communicating this necessity transparently can help visitors and our community understand the economic factors involved.
6. **Investment in Technology:** By incorporating new technologies such as interactive displays, audio tours, or other advanced features to enhance the visitor experience, the increased pricing can be justified by the investment in this cutting-edge technology.
7. **Membership Benefits:** Consider introducing a membership program that provides additional benefits to members, such as free admission, exclusive events, or discounts in the museum store. This can encourage repeat visits and offset potential concerns about increased prices.

### Current Admission Pricing:

Guests	Year-Round Admission
Adults	\$8.00
Seniors – 60 yrs. and Up	\$6.00
Kids – 7 to 12 yrs.	\$5.00
Kids Under 7 yrs.	Free

8. We are recommending the following adjusted fee structure to help support and better reflect the value offered by the Nolan Center Museum and to take advantage of cruise ship and independent summer visitors:

Adult walk-ins	\$12.00
Alaska Residents	\$8.00
Children 12 and under	Free with parent/guardian
Active-Duty Military	\$8.00

When communicating the price increase to the public, it's crucial to be transparent, emphasize the value-added aspects, and demonstrate how the additional revenue will contribute to the museum's sustainability and continued improvement. We will survey visitors and the community to ensure the Museum and Center meets their expectations and perceived value.



## CITY AND BOROUGH OF WRANGELL, ALASKA

RESOLUTION No. 04-24-1858

A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, APPROVING THE AMENDED BOROUGH-WIDE FEE AND RATE SCHEDULE AS PER WMC 5.14.025

**WHEREAS**, the Borough Assembly by Ordinance No 1026 annually reviews and approves the Fees and Rates collected in the Borough for the next (upcoming) budget fiscal year; and

**WHEREAS**, a Public Hearing shall be held on the resolution that requests changes to the Fee and Rate Schedule; and

**WHEREAS**, the Borough Assembly has determined, as recommended by the Borough Clerk, that no adjustments in the fees and rates are necessary for the “Cemeteries” schedule; and

**WHEREAS**, the Borough Assembly has determined that, as recommended by the Library Director that additions in the borough-wide fee and rate schedule are necessary for the “Library”; and

**WHEREAS**, the Borough Assembly has determined, as recommended by the Nolan Center Director, that adjustments in the fees and rates are necessary for the “Museum/Civic Center” schedule; and

**WHEREAS**, the Borough Assembly has determined, as recommended by the Parks and Recreation Director, that no adjustments in the fees and rates are necessary for the “Parks and Recreation Facilities/Participation” schedule; and

**WHEREAS**, the Borough Assembly has determined, as recommended by the Wrangell Municipal Light and Power Superintendent, that adjustments in the fees and rates are necessary for the “WML&P (Light Department) schedule; and

**WHEREAS**, the Borough Assembly has determined, as recommended by the Economic Development Director, that no adjustments in the fees and rates are necessary for the “Permits and Applications” schedule; and

**WHEREAS**, the Borough Assembly has determined, as recommended by the Port and Harbor Director, that adjustments in the fees and rates are necessary for the “Harbor and Port Facilities” schedule; and

**WHEREAS**, the Borough Assembly has determined, as recommended by the Public Works Director, that adjustments in the fees and rates are necessary for the “Sanitation” schedule; and

**WHEREAS**, the Borough Assembly has determined, as recommended by the Public Works Director, that no adjustments in the fees and rates are necessary for the “Sewer” schedule; and

**WHEREAS**, the Borough Assembly has determined, as recommended by the Public Works Director, that no adjustments in the fees and rates are necessary for the “Water” schedule; and

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

Section 1. The Borough Assembly held a Public Hearing on March 12, 2024, on the proposed FY 2025 Fee and Rate Schedule.

Section 2. The attached schedule of fees shall govern the collection of fees and rates.

Section 3. The attached Exhibit A includes the amended fees and rates schedule.

Section 4. This resolution shall become effective on July 1, 2024.

Section 4. The adopted Fees and Rate Schedule shall be included as an appendix to the annual budget for the 2025 fiscal year.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY & BOROUGH OF WRANGELL, ALASKA THIS 23<sup>rd</sup> DAY OF APRIL 2024.

CITY & BOROUGH OF WRANGELL

\_\_\_\_\_  
Patricia Gilbert, Borough Mayor

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

## City and Borough of Wrangell Schedule of Fees and Rates

Effective: July 1, 2024

### CEMETERIES

Single Grave Plot		\$1,000
Opening/Closing Plot	Monday-Friday (9am-4pm)	\$900
Opening/Closing Plot	Weekend-Holiday-after hours	\$1,500
Burial-Cremated Remains to grave-plot	Monday-Friday (9am-4pm)	\$180
Burial-Cremated Remains to grave-plot	Weekend-Holiday-after hours	\$360
Headstone Installation		\$200
<b>Columbariums</b>		
Niche		\$550.00
Opening/Closing Niche	Monday-Friday (9am-4pm)	\$120.00
Opening/Closing Niche	Weekend-Holiday-after hours	\$330.00
Niche Plaque Installation	Monday-Friday (9am-4pm) only	\$120.00
Memorial Space		\$100.00
Memorial Plaque Installation	Monday-Friday (9am-4pm) only	\$35.00
Niche and Memorial Plaques are quoted by Clerk		
Maximum of 2 Full-Casket Burial Plots and 2 Niches in the Columbarium can be reserved at a time (immediate family members)		

end of section

## City and Borough of Wrangell Schedule of Fees and Rates

Effective: July 1, 2024

### Museum/Civic Center

#### Wrangell Museum Admission Rates

Adult walk-ins			<b>\$8.00– \$12.00</b>
<b>Senior citizens (60+) Alaska Residents</b>			<del>\$6.00</del> \$8.00
Children 12 and Under			<b>\$5.00 Free with Parent</b>
Organized group tours, 10 or more			\$5.00 each
School groups			Free
Friends of the Museum			Free

#### Regular Room Rental Rates

	1-4 hours	5-8 hours	Over 8 hours
<b>Civic Center</b>	<b>400 \$600</b>	<b>500 \$750</b>	<b>600 \$1200</b>
<b>Half Civic Center</b>	<b>200 \$400</b>	<b>250 \$500</b>	<b>300 \$600</b>
Classroom	\$175	\$200	\$225
Half Classroom	\$100	\$125	\$150
Lobby with another rental	\$75	\$100	\$125
Lobby only	\$175	\$200	\$225
Small Theater	\$125	\$150	\$175
Kitchen	\$100	\$125	\$150
Bar Fee	\$125	\$175	\$225
Beverage Service (coffee, tea, water)	\$75	\$100	\$125
Multimedia (sound system, projector, etc.)	\$50	\$75	\$100
Outside of normal working hours 8-5	\$75 additional fee		

#### Wrangell Local Non-Profit Rates

	1-4 hours	5-8 hours	Over 8 hours
Civic Center	\$350	\$450	\$550
Half Civic Center	\$175	\$225	\$275
Classroom	\$150	\$175	\$200
Half Classroom	\$75	\$100	\$125
Lobby with another rental	\$50	\$75	\$100
Lobby only	\$150	\$175	\$200
Small Theater	\$100	\$125	\$150
Kitchen	\$75	\$100	\$125
Bar Fee	\$100	\$150	\$200
Beverage Service (coffee, tea, water)	\$50	\$75	\$100
Multimedia (sound system, projector, etc.)	\$25	\$50	\$75
Outside of normal working hours 8-5	\$50 additional fee		
Birthday Party (during regular movie)	\$75		
Birthday Party (private, older movie)	\$100		
<b>Concessions fee with Birthday Party</b>	<b>\$25</b>		

#### Additional Fees

Tablecloths	\$7 each	Table skirting	\$10 each table
Table napkins (cloth)	\$ .50 each	Stage with stairs/skirting	\$200

end of section

### LIBRARY

<b>Copies: Black &amp; White</b>	per page	<b>\$0.25</b>
<b>Copies: Color</b>	per page	<b>\$0.50</b>
<b>Fax:</b>	first page	<b>\$1.00</b>
	each additional page	<b>\$0.50</b>

## City and Borough of Wrangell Schedule of Fees and Rates

Effective: July 1, 2024

<b>Lamination (8.5" x 11" max)</b>	<b>per page</b>	<b>\$1.00</b>
<b>Overdue fees</b>	<b>per day</b>	<b>\$0.10</b>

end of section

### **PARKS AND RECREATION FACILITIES/PARTICIPATION**

<b>Child</b>	6 years old and under	
<b>Youth</b>	7 years old to 13 years old	
<b>Young Adult</b>	14 years old to 17 years old	
<b>Adult</b>	18 years old to 64 Years old	
<b>Senior</b>	65 years old and older	
<b>Pool, Weight Room, Showers</b>	[4 years and under] 6 Years and Under	FREE
	[5 years to 17] 7 Years to 12 Years	\$2.00
	13 Years to 17 Years	\$3.00
	18 Years and Older	\$5.00
	Seniors: 65 Years+	\$3.00
	Veterans	\$3.00
	Families	\$12.00
	Disabled	Free
	10 Punch Pass	10% Discount
	20 Punch Pass	20% Discount
<b>Pool Passes</b>	Youth - 1 Month	\$18.00
	Youth - 6 Months	\$80.00
	Youth - 1 Year	\$130.00
	Young Adult, Senior & Veterans - 1 Month	\$27.00
	Young Adult, Senior & Veterans- 6 Months	\$119.00
	Young Adult, Senior & Veterans - 1 Year	\$195.00
	Adult - 1 Month	\$45.00
	Adult - 6 Months	\$198.00
	Adult - 1 Year	\$324.00
	Family - 1 Month	\$81.00 + \$6.75 each youth
	Family - 6 Months	\$356.00 + \$30.00 each youth
	Family - 1 Year	\$583.00 + \$50.00 each youth
	Single Adult Family - 1 Month	\$45.00 + \$6.75 each youth
	Single Adult Family - 6 Months	\$198.00 + \$30.00 each youth
	Single Adult Family - 1 Year	\$324.00 + \$50.00

*Definition of Family: Up to two domestic partnership adults and their children*

## City and Borough of Wrangell Schedule of Fees and Rates

Effective: July 1, 2024

<b>Pool Rentals w/o Nessie</b>	Lockers per Month / per Year	\$10.00 / \$100.00
	[0-15] Up to 20 People with 2 Guards	\$75.00/hr
	[16-30] 21-40 People with 3 Guards	\$100.00/hr
	[31-45] 41-60 People with 4 Guards	\$125.00/hr
	[46-60] 61-80 People with 5 Guards	\$150.00/hr
	Aquatics Inflatable (Nessie) per hour	\$50.00
	Water Polo Equipment per hour	\$25.00
	Youth Sports Programs	\$50.00
	Youth Recreation Programs	Variable
	Adult Sports & Recreation Programs	Variable
	Swim Camp	75.00
	Private Swim Lessons 30 minutes	30.00
	Swim Lessons	\$50.00
<b>Community Center Rentals</b>	Gymnasium Per Hour	\$40.00
	Gymnasium Day	\$220.00
	Classroom Per Hour	\$25.00
	Classroom Day	\$140.00
	Kitchen Per Hour	\$25.00
	Kitchen Per Day	\$140.00
	Table + 6 Chairs	\$10.00/set
	Bounce House - per hour	\$20.00
	Inflatable Movie Screen per hour	\$20.00
	Volleyball Net and Equipment per hour	\$20.00
	Pickleball Equipment per hour	\$20.00
	[Tot Gym Toys] Basketballs/ Tot toys per use	\$5.00
<b>Park Rentals</b>	Park Shelter Reservation - [Up to 3-hrs] half day	\$20.00
	Park Shelter Reservation - Over 3-hrs	\$30.00
	Covered Basketball Court - half day	\$20.00
	Covered Basketball Court - full day	\$30.00
<b>RV Park Rentals</b>	Non-Electric Site / Night	\$20.00
	Site with Electric Hook-Up / Night	\$30.00
<b>Kayak Storage Unit</b>	Month	\$10.00
	Annual	\$100.00

end of section

## City and Borough of Wrangell Schedule of Fees and Rates

Effective: July 1, 2024

### WML&P (Light Department)

<b>Residential service (Schedule A)</b>		
Charge per meter		<b>\$10.00</b>
Rate:		
Customer charge		<del>\$8.00</del> <b>\$10.00 per month</b>
Energy charge:		
0 - 300 KWH		<del>\$0.1548</del> <b>\$0.1550 per KWH</b>
301 - 1,200 KWH		<del>\$0.1291</del> <b>\$0.1300 per KWH</b>
Over 1,200 KWH		<del>\$0.1056</del> <b>\$0.1075 per KWH</b>
<b>Small commercial service (Schedule B)</b>		
Rate:		
Customer charge		<del>\$9.00</del> <b>\$12.00 per month</b>
Energy charge:		<del>\$0.1441</del> <b>\$0.1450 per KWH</b>
<b>Large commercial service (Schedule C)</b>		
Rate:		
Customer charge		<del>\$13.50</del> <b>\$25.00 per month</b>
Energy charge:		
0 - 70,000 KWH Energy charge		<del>\$0.1345</del> <b>\$0.1350 per KWH</b>
Over 70,000 KWH		<del>\$0.1302</del> <b>per KWH</b>
<b>Rates for separately metered heat and hot water</b>		
Rate:		
Customer charge	One-half the applicable monthly customer charge for the class of service	
Energy Charge:		<del>\$0.1056</del> <b>\$0.1075 per KWH</b>
<b>Customer Service Inspection</b>		
Rate:		<b>\$30.00</b>
<b>Fuel Adjustment Charge</b>		
<b>Fuel Surcharge = F/SxC, whereas:</b> <b>F = total cost of fuel and oil</b> <b>S = total KWH sold during month of diesel run</b> <b>C = resident/business consumption (KWH purchased by individual or entity)</b>	See variables to right	Fuel Surcharge = F/SxC
<b>Permits &amp; Connections</b>		
Residential Permit		<b>\$100.00</b>
Commercial Permit		<b>\$200.00</b>
Service Connection Change		<b>\$270.00</b>
Temporary Connection		<b>\$110.00</b>

The above fees include two inspections, one rough-in and one final. For each additional inspection made necessary for defective workmanship or material or recall by customer an additional charge of \$35.00 will be added.

## City and Borough of Wrangell Schedule of Fees and Rates

*Effective: July 1, 2024*

Note: Service Connections Fee as noted below apply to Service Connections not to exceed 150 feet. For Service Connections over 150 feet and do not require an additional pole, an additional \$3.00 per foot will be added.

<b>Residential Sgl. Phase</b> (through 200 Amps)	Transformer is provided by WML&P	\$800
<b>Residential Sgl. Phase</b> (through 400 Amps)	Transformer is provided by WML&P	\$1,000
<b>Commercial Sgl. Phase</b> (through 200 Amps)	Transformer Cost is Additional	\$950
<b>Commercial Sgl. Phase</b> (above 200 Amps to 400 Amps)	Transformer Cost is Additional	\$1,200
<b>Commercial Sgl. Phase</b> (above 400 Amps)	Transformer Cost is Additional	\$1,600
<b>Commercial Three Phase</b> (through 200 Amps)	Transformer Cost is Additional	\$1,850
<b>Commercial Three Phase</b> (Over 200 Amps)	Plus \$10 per Transformer KVA Required /Transformer Cost is Additional	\$3,500
<b>Overhead Secondary Pole Span</b> (Up to 300 feet)		\$2,500
<b>Overhead Primary Single Phase Pole Span</b> (Up to 300 feet)		\$7,850
<b>Overhead Primary Three Phase Pole Span</b> (Up to 300 feet)		\$8,950

All Underground Service Extensions (both Single Phase and Three Phase) will be billed at actual Material and Labor Costs at the time of installation.

**end of section**



## City and Borough of Wrangell Schedule of Fees and Rates

Effective: July 1, 2024

### **PERMITS and APPLICATIONS**

<b>Building Permit</b>	Residential	\$200.00
	Commercial	\$300.00
	Remodeling and Miscellaneous (residential)	\$100.00
	Remodeling and Miscellaneous (commercial)	\$200.00
<b>Conditional Use Permit</b>	Application	\$100.00
	After-the-fact application	\$300.00
<b>Encroachment Permit</b>	Application	\$100.00
<b>Subdivisions</b>	Preliminary Plat Submittal	\$100.00
<b>Variance Permit</b>	Application	\$100.00
	After-the-fact application	\$300.00
<b>Application for rezone petition</b>	Application	\$150.00
<b>Application for Sale of Real Property or Tidelands</b>	Application	\$250.00
<b>Application for Lease of Real Property or Tidelands</b>	Application	\$250.00

end of section

# City and Borough of Wrangell

## Schedule of Fees and Rates

Effective: July 1, 2024

### HARBOR AND PORT FACILITIES

Category	Description of Rate/Fee Type	Basis	Rate
Transient Moorage	Daily Moorage - Invoiced (per foot) *Invoiced on a Monthly Basis	0-30 feet	\$1.11
		31-55 feet	\$1.34
		56-100 feet	\$1.56
		101 feet and up - All Vessel Sizes	\$2.45-\$1.50
	Designated Bow Tie Skiff Zone	flat fee per month	38.89-\$40.00
	Monthly Moorage (per foot)	0-30 feet	\$4.90
		31-55 feet	\$5.52
		56-100 feet	\$6.12
		101 feet and up	\$7.35
		Live Aboards (monthly)	96.32-\$100.00
		Monthly (All Vessel Sizes)	\$6.50
Reserved Moorage	Annual Moorage (per foot)	0-30 feet	34.34-\$35.37
		31-55 feet	40.48-\$41.69
		56 feet and up	46.62-\$48.02
		Wait List Deposit	\$50 for each reserved slot
Customer Service Moorage	Wait List Deposit	Each	\$55.55
	Annual	N/A	1.5x the annual moorage rate
Electric Utility Service	Daily Utility Service (by amp size)	20 amp 120 v	\$5.67
		30 amp 120 v	\$9.07
		50 amp single phase	\$11.33
		50 amp 3 phase	\$31.21
		100 amp 3 phase	\$56.66
Outside Dock Face Moorage	Daily Outside Moorage (per foot)	00 – 99 feet	\$ 1.37
		100 – 199 feet	\$ 1.77
		200 – 299 feet	\$ 1.98
		300 – 499 feet	\$ 2.27
		500 – 599 feet	\$ 2.67
		600 feet and up	\$ 3.04
Inside Dock Face Moorage	Daily Inside Moorage (per foot)	00 – 99 feet	\$ 1.37
		100 – 199 feet	\$ 1.77
		200 – 299 feet	\$ 1.98
		300 – 499 feet	\$ 2.27
		500 – 599 feet	\$ 2.67
		600 feet and up	\$ 3.04

## City and Borough of Wrangell Schedule of Fees and Rates

Effective: July 1, 2024

<b>Barge Ramp Facility</b>	<b>Daily</b> (per lineal foot)	Per foot (\$500.00 minimum)	\$ 2.22
	<b>Beach Landing</b> (per lineal foot)	Per foot (\$25.00 minimum)	\$ 0.11
<b>Wharfage</b>	<b>General cargo</b>	Per ton	\$ 2.78
	<b>Vehicles</b>	Per ton	\$ 2.78
	<b>Explosives</b>	Per ton	\$ 6.94
	<b>Lumber</b>	Per thousand milled board feet	\$ 1.11
	<b>Empty containers</b>	Each	\$ 4.17
	<b>Less than 500 tons of Sand and Gravel</b>	Per ton	\$ 1.11
	<b>500 to 1500 tons of Sand and Gravel</b>	Per ton	\$ 500 + (0.20/ton for each ton over 500)
	<b>Greater than 1500 tons of Sand and Gravel</b>	Per ton	\$ 800 + (0.05/ton for each ton over 500)
<b>Storage</b>	<b>Outside Storage</b>	Per foot	\$ 0.57
<b>Gridiron</b>	<b>Daily Use</b>	Per foot	\$ 1.13
<b>Launch Ramp</b>	<b>Daily Fee</b>	Per Launch	\$ 12.00
	<b>Annual Permit w/ stall</b>	Flat fee	\$ 28.00
	<b>Annual Permit w/out stall</b>	Flat fee	\$ 55.00
<b>Parking</b>	<b>No charge - Parking limitations to be enforced by Wrangell PD</b>		
<b>Harbormaster Services</b>	<b>Replace Mooring Lines</b>	\$10 plus the cost of the line	
	<b>Skiff Rental w/Personnel</b>	Per hour (minimum of 1 hour)	\$ 198.31
	<b>Pumping</b>		\$25/per pump + Labor
	<b>Labor</b>	Labor costs will be the actual costs of the employee. They will include wages and employee costs. Overtime and callout rates may also apply.	
	<b>Raising of Boats</b>	\$175 plus cost of materials and professional services	
<b>Water Rates</b>	<b>Commercial and Industrial Water</b>	See WMC 15.04.640	
<b>Hoists</b>	<b>Use of Hoists</b>	Per hour (Billed in 10min intervals)	\$ 30.00
<b>Sea Plane Floats</b>	<b>Day Pass</b>	Per day	\$ 5.83
	<b>Monthly Pass</b>	Per month	\$ 116.66
	<b>Annual Permit (reserved)</b>	Per year	\$ 489.95
<b>Impoundment Fee</b>	<b>Impounded vessel, vehicle, float, etc.</b>	<b>Per impound</b>	<b><del>339.97</del> \$400.00</b>
<b>Summer Float Use</b>	<b>Transient Moorage</b> (per foot)	<b>0 - 80 feet</b>	<b><del>0.74</del> \$0.77</b>
		<b>81 feet and up</b>	<b><del>1.08</del> \$1.13</b>
<b>Passenger Vessels Motorized</b>	<b>Daily</b>	Per departure	\$ 11.33
	<b>Monthly</b>	Per foot /month	\$ 2.27
	<b>Annual</b>	Flat Rate	\$ 453.29
<b>Port Development Fees</b>	<b>Daily</b>	120 - 499	\$ 2.27
		500 and up	\$ 2.69

## City and Borough of Wrangell Schedule of Fees and Rates

Effective: July 1, 2024

Lightering Fee			
60 percent of applicable dockage and port fees			
Marine Service Center Rates and Fees	Travel Lift Haul Out Rate (per foot)	0 - 40 feet	45.46 \$15.92
		41 - 58 feet	47.00 \$17.51
		59 - 75 feet	48.43 \$18.98
		76 - 90 feet	21.26 \$21.90
		91 - 120 feet	24.09 \$24.81
		121 - 140 feet	26.94 \$27.75
		141 feet and up	29.36 \$30.24
	Travel Lift Minimum (Hourly Rate)	150-ton per hour use	407.96 \$420.20
		300-ton per hour use	679.93 \$700.33
	Environmental Fee	Per foot	4.13 \$1.16
	Short Term Monthly Storage	Per square foot/per month	0.89 \$0.95
	Long Term Monthly Storage	Per square foot/per month	0.64 \$0.65
	Long Term Monthly Storage After 12 Consecutive Months	Per square foot/per month	4.22 \$1.26
	Inspection Hoist Fee	First 2-hours: 60 percent of haul out rate	
	Hydraulic Trailer Fee	Round trip (per foot)	44.85 \$12.21
		One-way (per foot)	5.93 \$6.11
		Minimum Fee	283.34 \$291.81
		Off-site Transportation	
		Long-term Storage Reservation Fee	443.32 \$116.72
	Business Lease Rates	***The marine service center business lease rates are not	
Port Security Personnel	Cruise Ship Security Personnel	Per Stop	\$ 600.00
Meyers Chuck	Transient Moorage (per foot)	Daily - Invoiced	\$0.45 \$0.50
	Reserved Moorage (Per foot)	Monthly	4.98 \$2.00
		Annual	43.6 \$14.00
Commercial Passenger Vessel Wharfage	Passenger Wharfage Fees	Upon tie-up	*\$7.00 per person
		For lightering	*\$5.00 per person
Commercial Passenger Vessel Potable Water Fees	Water Fees by Vessel Length (Each Servicing)  *All servicing is subject to availability. The Harbor Master and Public Works Director have full discretion on whether the Borough has sufficient supply to meet commercial passenger vessel fresh water demand.	199 feet or less	\$ 66.66
		200 to 299 feet	\$ 133.32
		300 to 399 feet	\$ 199.98
		400 to 499 feet	\$ 266.64
		500 to 599 feet	\$ 399.96
		600 to 699 feet	\$ 533.28
		700 to 799 feet	\$ 666.60
		800 to 899 feet	\$ 799.92
		900 to 1,400 feet	\$ 933.24
		All Vessels	\$0.05/gal

end of section

## City and Borough of Wrangell Schedule of Fees and Rates

Effective: July 1, 2024

### **PUBLIC WORKS (Sanitation)**

Container Size	1 Yard	411.41 \$114.75
	1.5 Yard	459.52 \$164.31
	2 Yard	202.56 \$208.64
	48 Gallon	45.58 \$46.95
	64 Gallon	52.33 \$53.90
	96 Gallon	65.83 \$67.80
Landfill Charges	Up to 1 cubic yard (minimum charge)	\$20.00
	Unsorted	\$36.00
	Cars (each, with no tires and no fluids)	\$300.00
	Cars (WITH tires and fluids)	Will not be accepted
	Tires	\$4.00/each
	Washers or Dryers (each)	\$40.00
	Refrigerators and Freezers (each with Freon)	\$80.00
	Cardboard, glass and aluminum (if separate)	Free
Fees	Outside Business Hours Call-out Fee	\$150.00
Specific Requirements for Landfill: The following list is items that need to be separated by the customer prior to bringing to the landfill:		
Separation of Garbage:		
A	Metal and Appliances	
B	Wood and Paper	
C	Batteries	
D	Refrigerators and Freezers	
E	Hazardous Waste, including but not limited to oil, gas, paint, antifreeze, and household chemicals	
F	Glass	
G	Aluminum	
H	And other items as posted at the landfill or as directed by landfill personnel	

end of section

## City and Borough of Wrangell Schedule of Fees and Rates

Effective: July 1, 2024

### PUBLIC WORKS (Water)

#### Metered Rates

<b>Residential Metered</b>	Monthly base charge first 4,000 gallons	\$44.28
	Charge additional 1,000 gallons	\$4.15
<b>Commercial Metered</b>	Monthly base charge first 4,000 gallons	\$44.28
	Charge per additional 1,000 gallons	\$4.15
<b>Large Commercial Metered</b>	Monthly base charge first 5,000 gallons	\$664.41
	Per additional 1,000 gallons	\$2.71

#### Unmetered Rates

Residential Commercial/Industrial	\$67.42
Bakeries	\$116.06
Bars	\$255.31
Barbershop – one chair	\$63.78
Barbershop – per each additional chair	\$51.07
Beauty Shop – one basin	\$63.78
Beauty Shop – per additional basin	\$51.07
Bed and Breakfast within Single-Family Residential – per rental unit	\$13.48
Churches	\$63.78
Cleaners and Cleaning Plant	\$127.37
Clubs, Lodges – w/o Bar or Restaurant Facilities	\$63.78
Clubs, Lodges – w/Bar or Restaurant Facilities	\$127.57
Cold Storage Plants	\$1,361.22
Convenience Stores	\$57.98
Vehicle and Marine Service Stations, Car Lots – w/o Wash Racks	\$127.37
Grocery Stores – w/o Meat Market	\$174.09
Grocery Stores – w/Meat Market	\$232.12
Hydrants, Fire – each	\$40.44
Hotels and Motels – 10 Rooms or Less	\$191.45
Hotels and Motels – Over 10 Rooms, per additional room	\$14.20
Laundromats, Self Service – Under 30-lb. Capacity, per machine	\$30.00
Laundromats, Self Service – 30 lbs. or Over Capacity, per machine	\$35.00
Multifamily per unit (4 units and above)	\$51.67
Office Building – base rate first plumbed space	\$67.44
Office Building – each additional plumbed space	\$42.16
Offices w/Additional Laboratory and/or X-Ray Unit	\$134.88
Plane Floats	\$127.37
Public Showers – first two stalls	\$68.17

## City and Borough of Wrangell Schedule of Fees and Rates

Effective: July 1, 2024

Unmetered Rates		
Public Showers – per additional stall		\$16.62
Ranger District		\$653.97
Restaurant, Lunch Counters, Etc. – Up to and Including 30 Seats		\$174.09
Restaurant, Lunch Counters, Etc. – Over 30 Seats		\$255.33
Fountain only		\$63.78
Schools, per classroom		\$42.16
Shops and Stores		\$63.78
Everything Else		\$67.44
Standby Fire Protection		\$40.44
Fees		
Deposit required		\$25.00
Meter deposit required		\$100.00
Service turnoff for delinquent accounts - Charges	Disconnect Service Charge	\$50.00
	Reconnection Service Charge	\$50.00
Meter accuracy - Testing upon customer request	For meters one inch and smaller. For meters larger than one inch, shall be an estimate of the cost of testing the meter as determined by the Public Works Director.	\$50.00
Outside of Business Hours - Call out Fee		\$150.00
Service connection charges	Size of Service (in inches)	Minimum Charges
	3/4	\$350.00
	1	\$450.00
	2	\$600.00
	3 and over	\$700.00

end of section

# City and Borough of Wrangell

## Schedule of Fees and Rates

Effective: July 1, 2024

### PUBLIC WORKS (Sewer)

Class A Residential	
Metered Water Customers	Same cost as metered water bill for period
Monthly Residential Charge	\$56.70
Vacation Rate	\$14.18
Class B Commercial	
Bakeries	\$85.06
Bars	\$170.12
Barbershop – two chairs	\$56.70
Barbershop – per each additional chair	\$28.35
Beauty Shop – two basin	\$56.70
Beauty Shop – per additional basin	\$28.35
Bed and Breakfast within Single Family Residential – per rental unit	\$11.34
Canneries	\$56.70
Canneries – Shellfish	special
Canneries – Fish Processing	special
Canneries – Rinsing and Packaging Only	special
Canneries – Saltwater Process Only	special
Churches	\$56.70
Cleaners and Cleaning Plant	\$113.39
Clubs, Lodges – w/o Bar or Restaurant Facilities	\$56.70
Clubs, Lodges – w/ Bar or Restaurant Facilities	\$113.39
Cold Storage Plants	special
Convenience Stores	\$56.70
Docks	\$56.70
Garage, Service Station, Car Lots – w/o Wash Racks	\$56.70
Garage, Service Station, Car Lots – w/ Wash Racks	\$113.39
Grocery Stores – w/o meat market	\$85.06
Grocery Stores – w/ meat market	\$170.12
Hotels and Motels – First 10 rooms or less	\$170.12
Hotels and Motels – Over 10 Rooms, Per Room	\$11.30
Hospital – 2 ERUs + Per Bed Charge of 0.4 ERU per 24 Beds	\$657.89
Laundromats, Under 30- Pound Capacity	\$15.00
Laundromats, 30 Pound or Over Capacity	\$20.00
Multifamily per unit	\$56.70
Office Building – Per employee	\$5.64
Office Building – Each additional plumbed office	\$56.70
Office Building – Each additional unplumbed office	\$11.30



## City and Borough of Wrangell Schedule of Fees and Rates

Effective: July 1, 2024

Class B Commercial	
Offices – Medical	\$31.94
Offices – Medical – w/ laboratory and/or X-Ray Unit	\$113.39
Offices – Medical – w/o laboratory and/or X-Ray Unit	\$56.70
Public Showers – First two Stalls	\$56.70
Public Showers – Per additional stall	\$11.30
Ranger District	\$442.37
Restaurant, Lunch Counters, Etc. – Up to and including 30 seats	\$170.12
Restaurant, Lunch Counters, Etc. – each additional 20 seats or fraction thereof	\$56.70
Lunch Counters, Drive-Ins or Fast Food, of less than 30 seats	\$85.06
Industrial	special
Schools, per Classroom	\$24.36
Shops, Stores, Dry Goods, Gifts, Etc.	\$56.70
Swimming Pool, Public	\$453.71
Rooming Houses	\$56.70
Rooming Houses per bed	\$11.30
Service Connection Charge (not including labor & materials)	\$287.50

end of section

## City and Borough of Wrangell Schedule of Fees and Rates

*Effective: July 1, 2023*

### **CEMETERIES**

Single Grave Plot		\$1,000
Opening/Closing Plot	Monday-Friday (9am-4pm)	\$900
Opening/Closing Plot	Weekend-Holiday-after hours	\$1,500
Burial-Cremated Remains to grave-plot	Monday-Friday (9am-4pm)	\$180
Burial-Cremated Remains to grave-plot	Weekend-Holiday-after hours	\$360
Headstone Installation		\$200
<b>Columbariums</b>		
Niche		\$550.00
Opening/Closing Niche	Monday-Friday (9am-4pm)	\$120.00
Opening/Closing Niche	Weekend-Holiday-after hours	\$330.00
Niche Plaque Installation	Monday-Friday (9am-4pm) only	\$120.00
Memorial Space		\$100.00
Memorial Plaque Installation	Monday-Friday (9am-4pm) only	\$35.00
Niche and Memorial Plaques are quoted by Clerk		
Maximum of 2 Full-Casket Burial Plots and 2 Niches in the Columbarium can be reserved at a time (immediate family members)		

**end of section**

# City and Borough of Wrangell Schedule of Fees and Rates

Effective: July 1, 2023

## Museum/Civic Center

### Wrangell Museum Admission Rates

Adult walk-ins			\$8.00
Senior citizens (60+)			\$6.00
Children 12 and Under			\$5.00
Organized group tours, 10 or more			\$5.00 each
School groups			Free
Friends of the Museum			Free

### Regular Room Rental Rates

	1-4 hours	5-8 hours	Over 8 hours
Civic Center	\$400	\$500	\$600
Half Civic Center	\$200	\$250	\$300
Classroom	\$175	\$200	\$225
Half Classroom	\$100	\$125	\$150
Lobby with another rental	\$75	\$100	\$125
Lobby only	\$175	\$200	\$225
Small Theater	\$125	\$150	\$175
Kitchen	\$100	\$125	\$150
Bar Fee	\$125	\$175	\$225
Beverage Service (coffee, tea, water)	\$75	\$100	\$125
Multimedia (sound system, projector, etc.)	\$50	\$75	\$100
Outside of normal working hours 8-5	\$75 additional fee		

### Wrangell Local Non-Profit Rates

	1-4 hours	5-8 hours	Over 8 hours
Civic Center	\$350	\$450	\$550
Half Civic Center	\$175	\$225	\$275
Classroom	\$150	\$175	\$200
Half Classroom	\$75	\$100	\$125
Lobby with another rental	\$50	\$75	\$100
Lobby only	\$150	\$175	\$200
Small Theater	\$100	\$125	\$150
Kitchen	\$75	\$100	\$125
Bar Fee	\$100	\$150	\$200
Beverage Service (coffee, tea, water)	\$50	\$75	\$100
Multimedia (sound system, projector, etc.)	\$25	\$50	\$75
Outside of normal working hours 8-5	\$50 additional fee		
Birthday Party (during regular movie)	\$75		
Birthday Party (private, older movie)	\$100		

### Additional Fees

Tablecloths	\$7 each	Table skirting	\$10 each table
Table napkins (cloth)	\$ .50 each	Stage with stairs/skirting	\$200

end of section

## City and Borough of Wrangell Schedule of Fees and Rates

Effective: July 1, 2023

### PARKS AND RECREATION FACILITIES/PARTICIPATION

<b>Child</b>	6 years old and under	
<b>Youth</b>	7 years old to 13 years old	
<b>Young Adult</b>	14 years old to 17 years old	
<b>Adult</b>	18 years old to 64 Years old	
<b>Senior</b>	65 years old and older	
<b>Pool, Weight Room, Showers</b>	[4 years and under] 6 Years and Under	FREE
	[5 years to 17] 7 Years to 12 Years	\$2.00
	13 Years to 17 Years	\$3.00
	18 Years and Older	\$5.00
	Seniors: 65 Years+	\$3.00
	Veterans	\$3.00
	Families	\$12.00
	Disabled	Free
	10 Punch Pass	10% Discount
	20 Punch Pass	20% Discount
<b>Pool Passes</b>	Youth - 1 Month	\$18.00
	Youth - 6 Months	\$80.00
	Youth - 1 Year	\$130.00
	Young Adult, Senior & Veterans - 1 Month	\$27.00
	Young Adult, Senior & Veterans- 6 Months	\$119.00
	Young Adult, Senior & Veterans - 1 Year	\$195.00
	Adult - 1 Month	\$45.00
	Adult - 6 Months	\$198.00
	Adult - 1 Year	\$324.00
	Family - 1 Month	\$81.00 + \$6.75 each youth
	Family - 6 Months	\$356.00 + \$30.00 each youth
	Family - 1 Year	\$583.00 + \$50.00 each youth
	Single Adult Family - 1 Month	\$45.00 + \$6.75 each youth
	Single Adult Family - 6 Months	\$198.00 + \$30.00 each youth
	Single Adult Family - 1 Year	\$324.00 + \$50.00

*Definition of Family: Up to two domestic partnership adults and their children*

## City and Borough of Wrangell Schedule of Fees and Rates

Effective: July 1, 2023

<b>Pool Rentals w/o Nessie</b>	Lockers per Month / per Year	\$10.00 / \$100.00
	[0-15] Up to 20 People with 2 Guards	\$75.00/hr
	[16-30] 21-40 People with 3 Guards	\$100.00/hr
	[31-45] 41-60 People with 4 Guards	\$125.00/hr
	[46-60] 61-80 People with 5 Guards	\$150.00/hr
	Aquatics Inflatable (Nessie) per hour	\$50.00
	Water Polo Equipment per hour	\$25.00
	Youth Sports Programs	\$50.00
	Youth Recreation Programs	Variable
	Adult Sports & Recreation Programs	Variable
	Swim Camp	75.00
	Private Swim Lessons 30 minutes	30.00
	Swim Lessons	\$50.00
<b>Community Center Rentals</b>	Gymnasium Per Hour	\$40.00
	Gymnasium Day	\$220.00
	Classroom Per Hour	\$25.00
	Classroom Day	\$140.00
	Kitchen Per Hour	\$25.00
	Kitchen Per Day	\$140.00
	Table + 6 Chairs	\$10.00/set
	Bounce House - per hour	\$20.00
	Inflatable Movie Screen per hour	\$20.00
	Volleyball Net and Equipment per hour	\$20.00
	Pickleball Equipment per hour	\$20.00
	[Tot Gym Toys] Basketballs/ Tot toys per use	\$5.00
<b>Park Rentals</b>	Park Shelter Reservation - [Up to 3-hrs] half day	\$20.00
	Park Shelter Reservation - Over 3-hrs	\$30.00
	Covered Basketball Court - half day	\$20.00
	Covered Basketball Court - full day	\$30.00
<b>RV Park Rentals</b>	Non-Electric Site / Night	\$20.00
	Site with Electric Hook-Up / Night	\$30.00
<b>Kayak Storage Unit</b>	Month	\$10.00
	Annual	\$100.00

end of section

## City and Borough of Wrangell Schedule of Fees and Rates

Effective: July 1, 2023

### WML&P (Light Department)

**Residential service (Schedule A)**

Rate:		
Customer charge		\$8.00 per month
Energy charge:		
0 - 300 KWH		\$0.1548 per KWH
301 - 1,200 KWH		\$0.1291 per KWH
Over 1,200 KWH		\$0.1056 per KWH

**Small commercial service (Schedule B)**

Rate:		
Customer charge		\$9.00 per month
Energy charge:		\$0.1441 per KWH

**Large commercial service (Schedule C)**

Rate:		
Customer charge		\$13.50 per month
Energy charge:		
0 - 70,000 KWH		\$0.1345 per KWH
Over 70,000 KWH		\$0.1302 per KWH

**Rates for separately metered heat and hot water**

Rate:		
Customer charge	One-half the applicable monthly customer charge for the class of service	
Energy Charge:		\$0.1056 per KWH

**Permits & Connections**

Residential Permit		\$100.00
Commercial Permit		\$200.00
Service Connection Change		\$270.00
Temporary Connection		\$110.00

The above fees include two inspections, one rough-in and one final. For each additional inspection made necessary for defective workmanship or material or recall by customer an additional charge of \$35.00 will be added.

Note: Service Connections Fee as noted below apply to Service Connections not to exceed 150 feet. For Service Connections over 150 feet and do not require an additional pole, an additional \$3.00 per foot will be added.

<b>Residential Sgl. Phase</b> (through 200 Amps)	Transformer is provided by WML&P	\$800
<b>Residential Sgl. Phase</b> (through 400 Amps)	Transformer is provided by WML&P	\$1,000
<b>Commercial Sgl. Phase</b> (through 200 Amps)	Transformer Cost is Additional	\$950
<b>Commercial Sgl. Phase</b> (above 200 Amps to 400 Amps)	Transformer Cost is Additional	\$1,200

## City and Borough of Wrangell Schedule of Fees and Rates

*Effective: July 1, 2023*

<b>Commercial Sgl. Phase</b> (above 400 Amps)	Transformer Cost is Additional	\$1,600
<b>Commercial Three Phase</b> (through 200 Amps)	Transformer Cost is Additional	\$1,850
<b>Commercial Three Phase</b> (Over 200 Amps)	Plus \$10 per Transformer KVA Required /Transformer Cost is Additional	\$3,500
<b>Overhead Secondary Pole Span</b> (Up to 300 feet)		\$2,500
<b>Overhead Primary Single Phase Pole Span</b> (Up to 300 feet)		\$7,850
<b>Overhead Primary Three Phase Pole Span</b> (Up to 300 feet)		\$8,950

All Underground Service Extensions (both Single Phase and Three Phase) will be billed at actual Material and Labor Costs at the time of installation.

**end of section**

## City and Borough of Wrangell Schedule of Fees and Rates

Effective: July 1, 2023

### **PERMITS and APPLICATIONS**

<b>Building Permit</b>	Residential	\$200.00
	Commercial	\$300.00
	Remodeling and Miscellaneous (residential)	\$100.00
	Remodeling and Miscellaneous (commercial)	\$200.00
<b>Conditional Use Permit</b>	Application	\$100.00
	After-the-fact application	\$300.00
<b>Encroachment Permit</b>	Application	\$100.00
<b>Subdivisions</b>	Preliminary Plat Submittal	\$100.00
<b>Variance Permit</b>	Application	\$100.00
	After-the-fact application	\$300.00
<b>Application for rezone petition</b>	Application	\$150.00
<b>Application for Sale of Real Property or Tidelands</b>		Application \$250.00
<b>Application for Lease of Real Property or Tidelands</b>		Application \$250.00

end of section



# City and Borough of Wrangell Schedule of Fees and Rates

Effective: July 1, 2023

## HARBOR AND PORT FACILITIES

Category	Description of Rate/Fee Type	Basis	Rate
	<b>Daily Moorage - Invoiced</b> (per foot) *Invoiced on a Monthly Basis	0-30 feet	\$1.11
		31-55 feet	\$1.34
		56-100 feet	\$1.56
		101 feet and up	\$2.45
	<b>Designated Bow Tie Skiff Zone</b>	flat fee per month	\$38.89
	<b>Monthly Moorage</b> (per foot)	0-30 feet	\$4.90
		31-55 feet	\$5.52
		56-100 feet	\$6.12
		101 feet and up	\$7.35
		Live Aboards (monthly)	\$96.32
<b>Reserved Moorage</b>	<b>Annual Moorage</b> (per foot)	0-30 feet	\$34.34
		31-55 feet	\$40.48
		56 feet and up	\$46.62
		Wait List Deposit	\$50 for each reserved slot
<b>Customer Service Moorage</b>	<b>Wait List Deposit</b>	Each	\$55.55
	<b>Annual</b>	N/A	1.5x the annual moorage rate
<b>Electric Utility Service</b>	<b>Daily Utility Service</b> (by amp size)	20 amp 120 v	\$5.67
		30 amp 120 v	\$9.07
		50 amp single phase	\$11.33
		50 amp 3 phase	\$31.21
		100 amp 3 phase	\$56.66
<b>Outside Dock Face Moorage</b>	<b>Daily Outside Moorage</b> (per foot)	00 – 99 feet	\$ 1.37
		100 – 199 feet	\$ 1.77
		200 – 299 feet	\$ 1.98
		300 – 499 feet	\$ 2.27
		500 – 599 feet	\$ 2.67
		600 feet and up	\$ 3.04
<b>Inside Dock Face Moorage</b>	<b>Daily Inside Moorage</b> (per foot)	00 – 99 feet	\$ 1.37
		100 – 199 feet	\$ 1.77
		200 – 299 feet	\$ 1.98
		300 – 499 feet	\$ 2.27
		500 – 599 feet	\$ 2.67
		600 feet and up	\$ 3.04
<b>Barge Ramp Facility</b>	<b>Daily</b> (per lineal foot)	Per foot (\$500.00 minimum)	\$ 2.22
	<b>Beach Landing</b> (per lineal foot)	Per foot (\$25.00 minimum)	\$ 0.11

## City and Borough of Wrangell Schedule of Fees and Rates

Effective: July 1, 2023

<b>Wharfage</b>	<b>General cargo</b>	Per ton	\$ 2.78
	<b>Vehicles</b>	Per ton	\$ 2.78
	<b>Explosives</b>	Per ton	\$ 6.94
	<b>Lumber</b>	Per thousand milled board	\$ 1.11
	<b>Empty containers</b>	Each	\$ 4.17
	<b>Less than 500 tons of Sand and Gravel</b>	Per ton	\$ 1.11
	<b>500 to 1500 tons of Sand and Gravel</b>	Per ton	\$ 500 + (0.20/ton for each ton over 500)
	<b>Greater than 1500 tons of Sand and Gravel</b>	Per ton	\$ 800 + (0.05/ton for each ton over 500)
<b>Storage</b>	<b>Outside Storage</b>	Per foot	\$ 0.57
<b>Gridiron</b>	<b>Daily Use</b>	Per foot	\$ 1.13
<b>Launch Ramp</b>	<b>Daily Fee</b>	Per Launch	\$ 12.00
	<b>Annual Permit w/ stall</b>	Flat fee	\$ 28.00
	<b>Annual Permit w/out stall</b>	Flat fee	\$ 55.00
<b>Parking</b>	<b>No charge Parking limitations to be enforced by Wrangell PD</b>		
<b>Harbormaster Services</b>	<b>Replace Mooring Lines</b>	\$10 plus the cost of the line	
	<b>Skiff Rental w/Personnel</b>	Per hour (minimum of 1	\$ 198.31
	<b>Pumping</b>	\$25/per pump + Labor	
	<b>Labor</b>	Labor costs will be the actual costs of the employee. They will include wages and employee costs. Overtime and callout rates may also apply.	
	<b>Raising of Boats</b>	\$175 plus cost of materials and professional services	
<b>Water Rates</b>	<b>Commercial and Industrial Water</b>	See WMC 15.04.640	
<b>Hoists</b>	<b>Use of Hoists</b>	Per hour (Billed in 10min intervals)	\$ 30.00
<b>Sea Plane Floats</b>	<b>Day Pass</b>	Per day	\$ 5.83
	<b>Monthly Pass</b>	Per month	\$ 116.66
	<b>Annual Permit (reserved)</b>	Per year	\$ 489.95
<b>Impoundment Fee</b>	<b>Impounded vessel, vehicle, float, etc.</b>	Per impound	\$ 339.97
<b>Summer Float Use</b>	<b>Transient Moorage (per foot)</b>	0 80 feet	\$ 0.74
		81 feet and up	\$ 1.08
<b>Passenger Vessels Motorized</b>	<b>Daily</b>	Per departure	\$ 11.33
	<b>Monthly</b>	Per foot /month	\$ 2.27
	<b>Annual</b>	Flat Rate	\$ 453.29
<b>Port Development Fees</b>	<b>Daily</b>	120 499	\$ 2.27
		500 and up	\$ 2.69
<b>Lightering Fee</b>	<b>60 percent of applicable dockage and port fees</b>		

## City and Borough of Wrangell Schedule of Fees and Rates

Effective: July 1, 2023

<b>Marine Service Center Rates and Fees</b>	<b>Travel Lift Haul Out Rate</b> (per foot)	0 40 feet	\$ 15.46
		41 58 feet	\$ 17.00
		59 75 feet	\$ 18.43
		76 90 feet	\$ 21.26
		91 120 feet	\$ 24.09
		121 140 feet	\$ 26.94
		141 feet and up	\$ 29.36
	<b>Travel Lift Minimum</b> (Hourly Rate)	150 ton per hour use	\$ 407.96
		300 ton per hour use	\$ 679.93
	<b>Environmental Fee</b>	Per foot	\$ 1.13
	<b>Short Term Monthly Storage</b>	Per square foot/per month	\$ 0.89
	<b>Long Term Monthly Storage</b>	Per square foot/per month	\$ 0.61
	<b>Long Term Monthly Storage</b>	Per square foot/per month	\$ 1.22
	<b>Inspection Hoist Fee</b>	First 2 hours: 60 percent of haul out rate	
	<b>Hydraulic Trailer Fee</b>	Round trip	\$ 11.85
		One way (per foot)	\$ 5.93
		Minimum Fee	\$ 283.31
		Off site Transportation	
		Long term Storage Reservation Fee	\$ 113.32
	<b>Business Lease Rates</b>	***The marine service center business lease rates are	
<b>Port Security Personnel</b>	<b>Cruise Ship Security Personnel</b>	Per Stop	\$ 600.00
		Daily Invoiced	\$ 0.45
		Monthly	\$ 1.98
	<b>Reserved Moorage</b> (Per foot)	Annual	\$ 13.60
<b>Commercial Passenger Vessel Wharfage</b>	<b>Passenger Wharfage Fees</b>	Upon tie up	*\$5.00 per person
		For lightering	*\$3.00 per person
<b>Commercial Passenger Vessel Potable Water Fees</b>	<b>Water Fees by Vessel Length</b> (Each Servicing) *All servicing is subject to availability. The Harbor Master and Public Works Director have full discretion on whether the Borough has sufficient supply to meet commercial passenger vessel fresh water demand.	199 feet or less	\$ 66.66
		200 to 299 feet	\$ 133.32
		300 to 399 feet	\$ 199.98
		400 to 499 feet	\$ 266.64
		500 to 599 feet	\$ 399.96
		600 to 699 feet	\$ 533.28
		700 to 799 feet	\$ 666.60
		800 to 899 feet	\$ 799.92
		900 to 1,100 feet	\$ 933.24

end of section

## City and Borough of Wrangell Schedule of Fees and Rates

Effective: July 1, 2023

### PUBLIC WORKS (Sanitation)

Container Size	1 Yard	\$111.41
	1.5 Yard	\$159.52
	2 Yard	\$202.56
	48 Gallon	\$45.58
	64 Gallon	\$52.33
	96 Gallon	\$65.83
Landfill Charges	Up to 1 cubic yard (minimum charge)	\$20.00
	Unsorted	\$36.00
	Cars (each, with no tires and no fluids)	\$300.00
	Cars (WITH tires and fluids)	Will not be accepted
	Tires	\$4.00/each
	Washers or Dryers (each)	\$40.00
	Refrigerators and Freezers (each with Freon)	\$80.00
	Cardboard, glass and aluminum (if separate)	Free
Fees	Outside Business Hours Call-out Fee	\$150.00
Specific Requirements for Landfill: The following list is items that need to be separated by the customer prior to bringing to the landfill:		
Separation of Garbage:		
A	Metal and Appliances	
B	Wood and Paper	
C	Batteries	
D	Refrigerators and Freezers	
E	Hazardous Waste, including but not limited to oil, gas, paint, antifreeze, and household chemicals	
F	Glass	
G	Aluminum	
H	And other items as posted at the landfill or as directed by landfill personnel	

end of section

# City and Borough of Wrangell

## Schedule of Fees and Rates

Effective: July 1, 2023

### PUBLIC WORKS (Water)

#### Metered Rates

<b>Residential Metered</b>	Monthly base charge first 4,000 gallons	\$44.28
	Charge additional 1,000 gallons	\$4.15
<b>Commercial Metered</b>	Monthly base charge first 4,000 gallons	\$44.28
	Charge per additional 1,000 gallons	\$4.15
<b>Large Commercial Metered</b>	Monthly base charge first 5,000 gallons	\$664.41
	Per additional 1,000 gallons	\$2.71

#### Unmetered Rates

Residential Commercial/Industrial	\$67.42
Bakeries	\$116.06
Bars	\$255.31
Barbershop – one chair	\$63.78
Barbershop – per each additional chair	\$51.07
Beauty Shop – one basin	\$63.78
Beauty Shop – per additional basin	\$51.07
Bed and Breakfast within Single-Family Residential – per rental unit	\$13.48
Churches	\$63.78
Cleaners and Cleaning Plant	\$127.37
Clubs, Lodges – w/o Bar or Restaurant Facilities	\$63.78
Clubs, Lodges – w/Bar or Restaurant Facilities	\$127.57
Cold Storage Plants	\$1,361.22
Convenience Stores	\$57.98
Vehicle and Marine Service Stations, Car Lots – w/o Wash Racks	\$127.37
Grocery Stores – w/o Meat Market	\$174.09
Grocery Stores – w/Meat Market	\$232.12
Hydrants, Fire – each	\$40.44
Hotels and Motels – 10 Rooms or Less	\$191.45
Hotels and Motels – Over 10 Rooms, per additional room	\$14.20
Laundromats, Self Service – Under 30-lb. Capacity, per machine	\$30.00
Laundromats, Self Service – 30 lbs. or Over Capacity, per machine	\$35.00
Multifamily per unit (4 units and above)	\$51.67
Office Building – base rate first plumbed space	\$67.44
Office Building – each additional plumbed space	\$42.16
Offices w/Additional Laboratory and/or X-Ray Unit	\$134.88
Plane Floats	\$127.37
Public Showers – first two stalls	\$68.17

## City and Borough of Wrangell Schedule of Fees and Rates

Effective: July 1, 2023

Unmetered Rates		
Public Showers – per additional stall		\$16.62
Ranger District		\$653.97
Restaurant, Lunch Counters, Etc. – Up to and Including 30 Seats		\$174.09
Restaurant, Lunch Counters, Etc. – Over 30 Seats		\$255.33
Fountain only		\$63.78
Schools, per classroom		\$42.16
Shops and Stores		\$63.78
Everything Else		\$67.44
Standby Fire Protection		\$40.44
Fees		
Deposit required		\$25.00
Meter deposit required		\$100.00
Service turnoff for delinquent accounts - Charges	Disconnect Service Charge	\$50.00
	Reconnection Service Charge	\$50.00
Meter accuracy - Testing upon customer request	For meters one inch and smaller. For meters larger than one inch, shall be an estimate of the cost of testing the meter as determined by the Public Works Director.	\$50.00
Outside of Business Hours - Call out Fee		\$150.00
Service connection charges	Size of Service (in inches)	Minimum Charges
	3/4	\$350.00
	1	\$450.00
	2	\$600.00
	3 and over	\$700.00

end of section

# City and Borough of Wrangell

## Schedule of Fees and Rates

Effective: July 1, 2023

### PUBLIC WORKS (Sewer)

<b>Class A Residential</b>	
Monthly Residential Charge	\$56.70
Vacation Rate	\$14.18
<b>Class B Commercial</b>	
Bakeries	\$85.06
Bars	\$170.12
Barbershop – two chairs	\$56.70
Barbershop – per each additional chair	\$28.35
Beauty Shop – two basin	\$56.70
Beauty Shop – per additional basin	\$28.35
Bed and Breakfast within Single Family Residential – per rental unit	\$11.34
Canneries	\$56.70
Canneries – Shellfish	special
Canneries – Fish Processing	special
Canneries – Rinsing and Packaging Only	special
Canneries – Saltwater Process Only	special
Churches	\$56.70
Cleaners and Cleaning Plant	\$113.39
Clubs, Lodges – w/o Bar or Restaurant Facilities	\$56.70
Clubs, Lodges – w/ Bar or Restaurant Facilities	\$113.39
Cold Storage Plants	special
Convenience Stores	\$56.70
Docks	\$56.70
Garage, Service Station, Car Lots – w/o Wash Racks	\$56.70
Garage, Service Station, Car Lots – w/ Wash Racks	\$113.39
Grocery Stores – w/o meat market	\$85.06
Grocery Stores – w/ meat market	\$170.12
Hotels and Motels – First 10 rooms or less	\$170.12
Hotels and Motels – Over 10 Rooms, Per Room	\$11.30
Hospital – 2 ERUs + Per Bed Charge of 0.4 ERU per 24 Beds	\$657.89
Laundromats, Under 30- Pound Capacity	\$15.00
Laundromats, 30 Pound or Over Capacity	\$20.00
Multifamily per unit	\$56.70
Office Building – Per employee	\$5.64
Office Building – Each additional plumbed office	\$56.70
Office Building – Each additional unplumbed office	\$11.30

## City and Borough of Wrangell Schedule of Fees and Rates

*Effective: July 1, 2023*

<b>Class B Commercial</b>	
Offices – Medical	\$31.94
Offices – Medical – w/ laboratory and/or X-Ray Unit	\$113.39
Offices – Medical – w/o laboratory and/or X-Ray Unit	\$56.70
Public Showers – First two Stalls	\$56.70
Public Showers – Per additional stall	\$11.30
Ranger District	\$442.37
Restaurant, Lunch Counters, Etc. – Up to and including 30 seats	\$170.12
Restaurant, Lunch Counters, Etc. – each additional 20 seats or fraction thereof	\$56.70
Lunch Counters, Drive-Ins or Fast Food, of less than 30 seats	\$85.06
Industrial	special
Schools, per Classroom	\$24.36
Shops, Stores, Dry Goods, Gifts, Etc.	\$56.70
Swimming Pool, Public	\$453.71
Rooming Houses	\$56.70
Rooming Houses per bed	\$11.30
Service Connection Charge (not including labor & materials)	\$287.50

end of section



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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	April 23, 2024
	<u>Agenda Section</u>	<b>11</b>

**ORDINANCE No. 1054** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, ADDING SECTION 1.20.045 TITLED "DISPOSITION", ADDING SECTION 1.20.046 TITLED PAYMENT OF FINE WITHOUT COURT APPEARANCE AND AMENDING SECTION 1.20.050, MINOR OFFENSE FINE SCHEDULE, IN THE WRANGELL MUNICIPAL CODE

<p><b><u>SUBMITTED BY:</u></b></p> <p>Nick Pearson, Police Sergeant</p>	<p><b><u>FISCAL NOTE:</u></b></p> <p><b>Expenditure Required:</b> \$XXX Total</p> <table style="width: 100%;"> <tr> <td style="width: 50%;">Fiscal Year (FY):</td> <td style="width: 50%;">Amount: \$</td> </tr> </table> <p><b>Amount Budgeted:</b></p> <table style="width: 100%;"> <tr> <td style="width: 50%;">FY:</td> <td style="width: 50%;">\$</td> </tr> </table> <p><b>Account Number(s):</b></p> <table style="width: 100%;"> <tr> <td style="width: 50%;">XXXXXX XXX XXXX</td> <td style="width: 50%;"></td> </tr> </table> <p><b>Account Name(s):</b></p> <table style="width: 100%;"> <tr> <td style="width: 50%;">Enter Text Here</td> <td style="width: 50%;"></td> </tr> </table> <p><b>Unencumbered Balance(s) (prior to expenditure):</b></p> <table style="width: 100%;"> <tr> <td style="width: 50%;">\$XXX</td> <td style="width: 50%;"></td> </tr> </table>	Fiscal Year (FY):	Amount: \$	FY:	\$	XXXXXX XXX XXXX		Enter Text Here		\$XXX	
Fiscal Year (FY):	Amount: \$										
FY:	\$										
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\$XXX											

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

**ATTACHMENTS:** 1. ORD 1054 2. AK Bulletin (information)

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

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

**RECOMMENDATION MOTION:**  
**Move to approve Ordinance No. 1054.**

**SUMMARY STATEMENT:**

This ordinance is necessary to change the code to allow Wrangell to be a Non-Payee city.

The Wrangell Police Department is currently facing a problem with entering and maintaining traffic-related records. The State of Alaska Court is no longer accepting paper documents, so all documents including traffic citations must be e-filed. The Wrangell Police Department currently does not have the necessary equipment to enter the records efficiently. All traffic citations issued by the Wrangell Police Department are currently handwritten and must be scanned individually and uploaded one at a time to file them with the court. Additionally, each citation must be manually entered into the Alaska Public Safety Information Network. The current method of handwriting citations is not only inefficient for police department staff, but also causes unnecessary delay to the public when compared to electronic citations.

The Wrangell Police Department's proposed solution is to equip every patrol vehicle currently in use with tablets capable of running TraCS software, a scanner, a printer, and mounting hardware to secure the items inside the vehicles.

This equipment will enable officers to quickly issue citations and print them, so they can return to service. The printed citations are easier to read than handwritten documents and will reduce errors in data entry. The tablets will also enable officers to upload the citations and 12-200 Motor Vehicle Collision reports, to the Alaska Court System via the internet without having to scan each document.

To fund this project the Wrangell Police Department has applied for a grant through the State of Alaska Office of Highway Safety which will pay for eighty percent of the cost. The grant has been approved, however in order to proceed with the project the borough must sign a memorandum of understanding with the State of Alaska court to become a non-payee city.

Please see Alaska Court Administrative Bulletin 39 for information about the differences between payee and non-payee cities.

CITY AND BOROUGH OF WRANGELL, ALASKA  
ORDINANCE NO. 1054

AN ORDINANCE OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, ADDING SECTION 1.20.045 TITLED “DISPOSITION”, ADDING SECTION 1.20.046 TITLED PAYMENT OF FINE WITHOUT COURT APPEARANCE AND AMENDING SECTION 1.20.050, MINOR OFFENSE FINE SCHEDULE, IN THE WRANGELL MUNICIPAL CODE

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

SEC. 1.        Addition. Section 1.20.045 titled Disposition and Section 1.20.046 titled Payment of Fine Without Court Appearance is hereby added to the Wrangell Municipal Code as follows:

Sections:

- 1.20.010 Generally.
- 1.20.020 Reserved.
- 1.20.030 Aiding in an infraction.
- 1.20.040 Surcharge.
- 1.20.045 Disposition.
- 1.20.046 Payment of Fine Without Court Appearance.
- 1.20.050 Minor offense fine schedule.

**1.20.045 Disposition.**

- A. All citations issued by the Wrangell police department shall be deposited with the district court, first judicial district at Wrangell.
- B. Citations issued by departments of the city, other than the Wrangell police department, shall be deposited with the Wrangell police department to be delivered to the district court, first judicial district at Wrangell when:
  - a. The offense requires a mandatory court appearance; or
  - b. The defendant requests arraignment or trial for optional court appearance offenses; or
  - c. The borough requests a default judgment.
- C. Upon filing of such citation in the district court as aforesaid, the citation may, except as otherwise provided by law, be disposed of only by trial in the court or by other official action by a judge of the district court, by official action of a prosecutor or by payment of the applicable fine and surcharge as provided by this chapter.

- D. The chief of police or their designee shall also maintain or cause to be maintained a record of all warrants, summons, and orders to show cause, and charges of failure to appear issued by the district court on violations for which citations have been issued, which are delivered to the police department for service, and of the final disposition of each.
- E. It is unlawful and official misconduct for any member of the police department or other officer or public employee to destroy, alter or deface a citation, or any copy thereof, or the records of the issuance, or the disposition of any citation, complaint, or a warrant, in a manner other than as authorized by this title.
- F. The chief of police or their designee shall require every police officer and enforcement agent to return a copy of every citation issued by the officer or agent to an alleged violator and all copies of every citation that have been spoiled or upon which any entry has been made and not issued to an alleged violator. The chief of police shall also maintain in connection with every citation issued by an officer or agent a record of the disposition of the charge.

**1.20.070 Payment of fine without court appearance.**

- A. A person receiving a citation issued by the Wrangell police department for a violation for which a fine has been scheduled may, within 30 days from the date of the citation, mail or personally deliver to the court, the amount of the scheduled fine and surcharge indicated on the citation together with a copy of the citation for the violation signed by the person indicating the person's waiver of court appearance, entry of a plea of no contest, and payment of the fine and surcharge. The receipt of the fine, surcharge, and the signed plea of no contest shall act as a judgment of conviction. The payment of the fine and surcharge shall be complete satisfaction for that particular offense, but will not bar subsequent actions to enjoin violations, to order compliance or to prosecute repeated violations. Disposition of any offense under this section may not occur unless the person cited for the offense pays the surcharge prescribed in AS 12.55.039 in addition to the scheduled fine amount. If no fine has been scheduled for an offense, the alleged violator shall appear in the district court on the date shown on the citation.
- B. A person receiving a citation issued by any department of the borough other than the Wrangell police department for a violation for which a fine has been scheduled may, within 30 days from the date of the citation, mail or personally deliver to the borough, the amount of the scheduled fine and surcharge indicated on the citation together with a copy of the citation for the violation signed by the person indicating the person's waiver of court appearance, entry of a plea of no contest, and payment of the fine and surcharge. The receipt of the fine, surcharge, and the signed plea of no contest shall act as a judgment of conviction. The payment of the fine and surcharge shall be complete satisfaction for that particular offense, but will not bar subsequent actions to enjoin violations, to order compliance or to prosecute repeated violations. Disposition of any offense under this section may not occur unless the person cited for the offense pays the surcharge prescribed in AS 12.55.039 in addition to the scheduled fine amount. If no fine has been scheduled for an offense, the alleged violator shall appear in the district court on the date shown on the citation.

SEC. 2. Amendment. Section 1.20.050 titled Minor offense fine schedule is hereby amended in the Wrangell Municipal Code as follows:

**1.20.050 Minor offense fine schedule.**

In accordance with AS 29.25.070(a), citations for the following offenses may be disposed of as provided in AS 12.25.195 through 12.25.230, without a court appearance, upon payment of the fine amounts listed below plus the state surcharge required by AS 12.55.039 and 29.25.074. **[Fines must be paid to the police department.]** If an offense is not listed on a fine schedule, the defendant must appear in court to answer the charges. The Alaska Court System's Rules of Minor Offense Procedure apply to all offenses listed below. Citations charging these offenses must meet the requirements of Minor Offense Rule 3. If a person charged with one of these offenses appears in court and is found guilty, the penalty imposed for the offense may not exceed the fine amount for that offense listed below.

...

SEC. 3. 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: April 9, 2024

PASSED IN SECOND READING: \_\_\_\_\_, 2024

\_\_\_\_\_  
Patricia Gilbert, Borough Mayor

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

ALASKA COURT SYSTEM  
OFFICE OF THE ADMINISTRATIVE DIRECTOR  
ADMINISTRATIVE BULLETIN NO. 39  
(Revised September 8, 2022)

TO: ALL HOLDERS OF ADMINISTRATIVE BULLETIN SETS:

All Justices	Senior Staff
All Judges	Central Services
Area Court Administrators	Judicial Services
Clerk of the Appellate Courts	APD Warrants
Rural Court Administrators	
All Clerks of Court	
All Magistrate Judges	
Law Libraries at Anchorage, Fairbanks & Juneau	

SUBJECT: Processing of Minor Offense Citations Issued by Municipal Peace Officers or Other Persons Authorized by Law to Issue Citations

This administrative bulletin is promulgated to implement the provisions of AS 12.25.210(a) and Administrative Rule 49 and to establish procedures for the filing of minor offense citations by municipalities.

#### A. DEFINITIONS

1. **Minor Offense.** See definition in Minor Offense Rule 2.
2. **Correctable Offense.** An offense that may be dismissed if the defendant shows a law enforcement agency proof of correction (for equipment defects) or proof of compliance (for driver's license and insurance offenses).<sup>1</sup> Ordinarily, correctable offenses are listed in municipal fine schedules or state bail forfeiture schedules so the defendant has the option of mailing in a fine amount instead of showing proof of compliance. If the offense is listed in such a schedule, the correctable offense is treated like an optional court appearance offense.
3. **Fine Schedule.** A "fine schedule" is a municipal ordinance that lists offenses that can be disposed of without a court appearance. A fine schedule includes the name and ordinance number of each offense, the fine for each offense, and the procedure for disposing of the charges by submitting a "no contest" plea along with payment of the fine and any applicable surcharge required by state statute.

<sup>1</sup> Note: Proof of compliance with driver's license and insurance requirements can be made to the court as well as to police agencies. Minor Offense Rule 5(a)(4).

4. **Mandatory Court Appearance Offense.** An offense not listed in a municipal fine schedule or state bail forfeiture schedule. The defendant is required to appear in court to answer to the charge.<sup>2</sup> Minor Offense Rule 6.
5. **Municipality.** A political subdivision incorporated under the laws of the state that is a home rule or general law city, a home rule or general law borough, or a unified municipality. AS 01.10.060.
6. **Optional Court Appearance Offense.** An offense listed in a municipal fine schedule or state bail forfeiture schedule. The defendant may (a) plead no contest and submit payment of the citation, (b) plead not guilty and request a trial, or (c) request to appear for arraignment. Minor Offense Rule 5.
7. **Non-Payee City.** A municipality that files all citations (mandatory and optional court appearance) with the court.
8. **Payee City.** Municipalities in which citations for municipal optional court appearance offenses are filed with the municipality and defendants send their responses to the citation to the municipality.

## B. PAYEE CITIES

1. **Applicable Municipalities.** This section applies to the following municipalities:

Anchorage	Ketchikan*
Cordova	Ketchikan Gateway Borough
Craig	Petersburg
Fairbanks	Sitka
Juneau*	Wrangell
Kenai	

\*Exceptions:

Effective July 24, 2013, all citations issued by the Juneau Police Department are filed with the Juneau court and processed as provided in Section C of this Bulletin. Citations for fine schedule offenses issued by other Juneau departments or agencies will continue to be filed with the City and Borough of Juneau.

Effective October 5, 2022, all citations issued by the Ketchikan Police Department are filed with the Ketchikan court and processed as provided in Section C of this Bulletin. Citations for fine schedule offenses issued by

<sup>2</sup> However, the defendant can avoid appearing in court for arraignment by submitting a “not guilty” plea. Minor Offense Rule 6(a)(2).



**other** City of Ketchikan departments will continue to be filed with the City of Ketchikan.

## 2. Payee City Citations That Must Be Filed with the Municipality

- a. Filing the Citation. If a citation charges an offense under a municipal ordinance that is listed on a municipal fine schedule, the peace officer shall deposit the original or a copy of the citation with the designated office in the municipality as required by AS 12.25.210(a).
- b. Records of Conviction. These municipalities must comply with AS 28.15.191(f), which requires them to forward records of fine payments received after no contest pleas for traffic moving violations to the Department of Administration (Division of Motor Vehicles).
- c. Default Judgments for Failure to Respond. These municipalities may request the court to enter a default judgment for defendants who fail to respond to citations as follows:
  - (1) The municipality must first send defendants a 15-day warning notice required by Minor Offense Rule 9(a)(2).
  - (2) To request default judgment for defendants who fail to respond to the warning notice, the municipality must file the citation with the court together with a Request and Affidavit for Default Judgment on court form TR-102M.
  - (3) Requests for default judgment must be filed within six months of issuance of a citation.<sup>3</sup>
- d. Request for Entry of Judgment.<sup>4</sup> A payee city may request the court to enter a judgment for defendants who:
  - (1) submits a no contest plea but do not submit payment or payment was not completed due to insufficient funds, or
  - (2) makes a partial payment with or without submitting a plea of no contest.

To request a judgment, the municipality must file the citation with the court together with a Request and Affidavit for Judgment on court form TR-425. The citation must be filed within six months after the citation was issued.

<sup>3</sup> Minor Offense Rule 9(a)(3).

<sup>4</sup> Minor Offense Rule 5.1.



### 3. Citations That Must Be Filed with the Court

a. The municipality (payee city) must file citations issued by a municipal peace officer with the court as follows:

- (1) *State Offense.* Citations in which the plaintiff is the State of Alaska<sup>5</sup> must be filed with the court within 10 days<sup>6</sup> from the date of issuance, except as provided in Minor Offense Rule 3(g)(3).<sup>7</sup>
- (2) *Mandatory Court Appearance.* Citations charging an offense for which no scheduled fine amount has been established by ordinance must be filed with the court within 10 days from the date of issuance, except as provided in Minor Offense Rule 3(g)(3).<sup>4</sup>
- (3) *Optional Court Appearance - Not Guilty Plea.* Citations for which the defendant has submitted a not guilty plea must be filed on the next business day following receipt of the not guilty plea.
- (4) *Optional Court Appearance - Request for Arraignment.* Citations for which the defendant has submitted a request for arraignment must be filed with the court by the next business day following receipt of the request. The court will send the defendant a notice of hearing for the arraignment.

b. For citations filed with the court, the municipality does not need to send the 15-day warning notice or request default judgment. The court will send defendants who fail to respond the 15-day warning notice required by Minor Offense Rule 9(a)(2) and enter default judgment against any defendant who fails to respond to the warning notice.

### 4. 10% Processing Fee for Citations Filed With Court

Administrative Rule 49 authorizes the assessment of a processing fee only for “uncontested municipal citations for which a fine schedule has been established by municipal ordinance...”

<sup>5</sup> If a municipal officer charges a state offense that the municipality has not adopted by reference, the plaintiff must be the State of Alaska. Any fine paid must be deposited into the State’s General Fund. AS 22.15.250 and .270.

<sup>6</sup> AS 12.25.210(a).

<sup>7</sup> Exception: Minor Offense Rule 3(g)(3) requires that proof of service be filed with the citation when it is filed with the court. The requirement that citations be filed within 10 days of issuance does not apply if the citation was served by a method listed in Minor Offense Rule 3(g)(2)(C) because it may not be possible to submit proof of service within 10 days after the citation is issued and served by one of those methods (e.g. service by certified mail).

For citations filed with the court,

- a. Until further notice, the court system will charge a 10% processing fee<sup>8</sup> for:
  - (1) fines paid to the court after a defendant pleads no contest to an optional court appearance offense (including correctable offenses listed on fine or bail schedules), and
  - (2) fines paid to the court on a default judgment for an optional court appearance offense (including correctable offenses listed on fine or bail schedules).

The processing fee equals 10% of the gross revenue collected by the court from the above fines, excluding surcharges. The court system will send the municipality a quarterly invoice for these fees.

- b. The court system will **not** charge a processing fee for:
  - (1) fines paid to the court for a mandatory court appearance offense, and
  - (2) fines paid to the court after a defendant is found guilty at a trial.

## 5. **Procedure for Electing to Be a Non-Payee City**

- a. A payee city that elects to become a non-payee city must notify the Administrative Director in writing that it wishes to become a non-payee city. This request should be sent to:

Office of the Administrative Director  
Alaska Court System  
303 K Street  
Anchorage, Alaska 99501-2084  
Fax: (907) 264-0881

- b. The court system will prepare an agreement explaining the responsibilities of the municipality and the court when the municipality becomes a non-payee city.

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<sup>8</sup> The Administrative Director or area court administrator may waive this fee because of services provided to the court system by the municipality. The Administrative Director waived the 10% fee for the Municipality of Anchorage (MOA) in exchange for the MOA paying for the costs incurred to develop a data exchange for default judgments between the Municipality and the court.

## C. NON-PAYEE CITIES

1. **Filing the Citation.** In all other Alaska municipalities, all minor offense citations must be filed with the court.<sup>9</sup>
2. **10% Fee.**
  - a. Until further notice, the court system will charge a 10% processing fee for:
    - (1) fines paid to the court after a defendant pleads no contest to an optional court appearance offense (including correctable offenses listed on fine or bail schedules), and
    - (2) fines paid to the court on a default judgment for an optional court appearance offense (including correctable offenses listed on fine or bail schedules).

The processing fee equals 10% of the gross revenue collected by the court from the above fines, excluding surcharges. The court system will send the municipality a quarterly invoice for these fees.
  - b. The court system will **not** charge a processing fee for:
    - (1) fines paid to the court for a mandatory court appearance offense, and
    - (2) fines paid to the court after a defendant is found guilty at a trial.
3. **Records of Conviction.** The court system will forward records of conviction for traffic moving violations to the Department of Administration, Division of Motor Vehicles as required by AS 28.15.191(a).
4. **Request to Become Payee City.**
  - a. A non-payee city that elects to become a payee city must notify the Administrative Director in writing that it is choosing to become a payee city. This notification should be sent to:

Office of the Administrative Director  
Alaska Court System  
303 K Street  
Anchorage, Alaska 99501-2084  
Fax: (907) 264-0881

<sup>9</sup> AS 12.25.210(a) provides that citations filed with the court must be filed within 10 days of issuance except as provided in footnote 7.



- b. The court system will prepare an agreement explaining the responsibilities of the municipality and the court when the municipality becomes a payee city.

5. **Default Judgments for Failure to Respond.** The court will send defendants who fail to respond to citations the 15-day warning notice required by Minor Offense Rule 9(a)(2). The court will also enter default judgment against any defendant who fails to respond to the warning notice. Non-payee cities do not need to send the 15-day warning notice or request default judgment.

#### D. ENFORCEMENT OF JUDGMENTS

If defendants do not pay their municipal fines voluntarily, it is the responsibility of the municipality to take the actions necessary to enforce payment. The courts will not engage in enforcement efforts on behalf of municipalities, unless authorized to do so in writing by the area court administrator.

#### E. ELECTRONIC EXECUTION ON THE PFD TO SATISFY MINOR OFFENSE JUDGMENT

If a payee or non-payee city wants court authorization to execute electronically on a defendant's Alaska Permanent Fund Dividend to collect a fine, the municipality must enter into an agreement with the court system as described in Administrative Bulletin 43 and follow the required procedures.

Dated: September 8, 2022

/s/

Stacey Marz  
Administrative Director

Original bulletin was issued December 30, 1987; amended July 1, 2003; January 1, 2008; April 1, 2011; July 24, 2013; October 15, 2014; November 1, 2016 and revised September 8, 2022.

The November 1, 2016, revision includes:

- changes in the Definitions section to reference Minor Offense Rule 5(a)(4) and new Minor Offense Rule 6(a)(2),
- changes in Section B(2)(d) concerning municipal requests for judgments under new Minor Offense Rule 5.1,
- addition of an "Exception" footnote #7 in section B(3)(a)(1) explaining when the 10-day time limit for filing citations does not apply (that is, citations issued and served by any method other than personal service), and
- corrections of some typographical errors.

The September 8, 2022 revision adds Ketchikan to the "Exceptions" in B (1) to reflect that all citations issued by the Ketchikan Police Department are filed with the Ketchikan court effective October 5, 2022.

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	April 23, 2024
	<u>Agenda Section</u>	<b>11</b>

ORDINANCE No. 1055 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING SEVERAL SECTIONS IN CHAPTER 15.12 – ELECTRICITY, IN THE WRANGELL MUNICIPAL CODE

**SUBMITTED BY:**

Dwight Yancey, Acting Electrical  
Superintendent

**FISCAL NOTE:**

**Expenditure Required:**

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

	FY22 \$0
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**Account Number(s):**

**Account Name(s):**

**Unencumbered Balance(s) (prior to  
expenditure): See Agenda Statement**

**Reviews/Approvals/Recommendations**

☐

Name(s)

Name(s)

☐

Attorney

☐

Insurance

**ATTACHMENTS:**

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

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

**RECOMMENDATION MOTION:**

Move to approve Ordinance No. 1055.

## SUMMARY STATEMENT:

Several sections in Chapter 15.12 (Electricity) need to be amended to either remove the fee or rate from the code and add it to the established fee and rate schedule or to remove or amend the language in the section.

Here are the changes that are needed:

15.12.060 Section B - This is currently on the electrical permit application but is not included in the rate and fee schedule. Needs to be removed from the Code and added to the established fee and rate schedule. Also, need to add the language that speaks to the requirements for adopting the resolution that sets the established fee and rate schedule.

15.12.170 Section B - This is on the current rate and fee schedule as a "service change" and is billed at \$270 not \$150. Needs to be removed from the Code. Since the fee is already in the established fee and rate schedule, no amendment to the fee and rate schedule will be necessary. Also, need to add the language that speaks to the requirements for adopting the resolution that sets the established fee and rate schedule.

15.12.172 - Needs to be removed from the Code and added to the established fee and rate schedule. Also, need to add the language that speaks to the requirements for adopting the resolution that sets the established fee and rate schedule.

15.12.223 Section A - Needs to be removed from the Code. Since the fee is already in the established fee and rate schedule, no amendment to the fee and rate schedule will be necessary. Also, need to add the language that speaks to the requirements for adopting the resolution that sets the established fee and rate schedule.

15.12.230 - After talking communicating with the harbormaster, this section needs to be removed.

If the assembly approves the first reading of this ordinance, the fees and rates that need to be added to the established fee and rate schedule will be on the April 23<sup>rd</sup> Public Hearing fee and rate schedule.

CITY AND BOROUGH OF WRANGELL, ALASKA  
ORDINANCE NO. 1055

AN ORDINANCE OF THE ASSEMBLY OF THE CITY AND BOROUGH  
OF WRANGELL, ALASKA, AMENDING SEVERAL SECTIONS IN  
CHAPTER 15.12 – ELECTRICITY, IN THE WRANGELL MUNICIPAL  
CODE

SEC. 1. Amendment. The following Sections in Chapter 15.12 are amended in the Wrangell Municipal Code:

- **15.12.060 – Service entrance and connection – Terms of service;** to remove from the Wrangell Municipal Code and add to the Fee and Rate Schedule.
- **15.12.170 – Service charges;** to remove from the Wrangell Municipal Code and to add the Fee and Rate Schedule language.
- **15.12.172 – Customer service inspection;** to remove from the Wrangell Municipal Code and add to the Fee and Rate Schedule.
- **15.12.190 - Fuel adjustment charge;** to remove from the Wrangell Municipal Code and add to the Fee and Rate Schedule.
- **15.12.192 - Hydroelectrical wholesale power rate adjustment;** to remove from the Wrangell Municipal Code.
- **15.12.223 – Electrical rate incentive;** to remove from the Wrangell Municipal Code and to add the Fee and Rate Schedule language.
- **15.12.230 – Shore service for boats;** to remove from the Wrangell Municipal Code.

15.12.060 Service entrance and connection – Terms of service.

B. The electric utility shall supply one meter per service connection. All additional meters will be installed [at a cost of \$10.00 per meter] with the cost listed in the established fee and rate schedule. The electric utility will furnish, and the customer will be charged for any instrument transformers necessary for metering. All meters and instrument transformer cabinets will be sealed by the electric utility, and no such seal shall be tampered with or broken except by a representative of the electric utility. It shall be the responsibility of the customer to take all reasonable and proper precautions to prevent damage to electric utility property on his/her premises. The customer shall not permit any person, except as authorized by the electric utility, to make any connections, repairs and changes to electric utility property on his/her premises and in the event any defect therein is discovered, the customer shall notify the electric utility immediately.

The assembly shall, by resolution, establish fees and rates for Wrangell Municipal Light and Power. A public hearing shall be required on the resolution that establishes such fees and rates.

...

### 15.12.170 Service charges

...

B. When a customer requests a change in an existing service installation, the electric utility will disconnect the service so that the customer can make the necessary changes, and reconnect the service after the changes have been made and inspected. A disconnect/reconnect fee **[of \$150.00]**, established in the fee and rate schedule, will be charged.

The assembly shall, by resolution, establish fees and rates for Wrangell Municipal Light and Power. A public hearing shall be required on the resolution that establishes such fees and rates.

...

### 15.12.172 Customer service inspection

The electric utility will periodically test customer's meters for accuracy and when necessary, in the opinion of the electric utility, will replace a customer's meter. When a customer requests his meter be checked by the electric utility, a fee **[of \$30.00]**, established in the fee and rate schedule, will be charged to the customer if the meter is found to be accurate.

The assembly shall, by resolution, establish fees and rates for Wrangell Municipal Light and Power. A public hearing shall be required on the resolution that establishes such fees and rates.

### 15.12.190 Fuel adjustment charge

A. In addition to the charges and rates set forth in the established fee and rate schedule [in this chapter], there shall be a fuel surcharge applied to the kilowatt hour sales of electrical energy whenever diesel fuel is used to generate electrical energy during the billing period immediately preceding the current billing period.

The fuel surcharge rate shall be listed in the established fee and rate schedule. **[calculated as set forth in subsection (B) of this section.**

$$\mathbf{B. \ R = (((G \times P)/D) - T) \times D}$$

**K**

**For purposes of the above formula:**

**R = Rate to be charged for the fuel surcharge portion of the monthly bill;**

**G = Gallons of diesel used during the preceding billing period;**

**P = Price per gallon based on latest fuel delivery during the billing period of diesel consumption;**

**D = KWHs produced by diesel generation for the billing period;**

**T = Cost per KWH that is paid to purchase power from Tyee (Four Dam Pool);**



**K = Total KWHs sold during the preceding billing period (including KWHs sold to the borough).**

**C. The fuel surcharge rate shall be applied to KWHs sold. For example, if R under the above formula equals 0.053 per KWH, then the fuel surcharge would equal 5.3 cents for each KWH sold to the customer.]**

B. The assembly shall, by resolution, establish fees and rates for Wrangell Municipal Light and Power. A public hearing shall be required on the resolution that establishes such fees and rates.

#### **15.12.192 Hydroelectrical wholesale power rate adjustment.**

A. Applicability. An adjustment shall be made to each billing for kilowatt hours rendered under the established fee and rate schedules as defined in the established fee and rate schedule [Schedule A, Schedule B, Schedule C, and shore service for boats] to reflect increases or decreases in the wholesale power rate charged per kilowatt hour for the purchase of energy generated by the Lake Tyee Hydroelectric Project. The adjustment will be effective the first billing period following the date the wholesale power rate is set as provided in the long-term power sales agreement between the borough and the Southeast Alaska Power Authority, et al. The base wholesale power rate used to determine the adjustment is established by the Southeast Alaska Power Authority.

B. Method of Calculation. The adjustment shall be calculated as follows: The actual energy charge per kilowatt hour will be adjusted to the nearest tenth of a cent to reflect changes in the base wholesale power rate.

C. The assembly shall, by resolution, establish fees and rates for Wrangell Municipal Light and Power. A public hearing shall be required on the resolution that establishes such fees and rates.

#### **15.12.223 Electrical rate incentive**

...

A. The incentive rate shall ~~[be no less than \$0.0856 per KWH]~~be listed on the established fee and rate schedule.

...

E. The assembly shall, by resolution, establish fees and rates for Wrangell Municipal Light and Power. A public hearing shall be required on the resolution that establishes such fees and rates.

...

#### **15.12.230 Shore service for boats**

**[A. This section applies to any and all vessels, regardless of size, that are not serviced under WMC [15.12.200](#) or [15.12.210](#).**

**B. This service is available to all locations where shore service facilities are provided by the borough. This is a combination rate for lighting and heating only.**

**C. Only single-phase service, 110 volts will be furnished from controlled shore outlets limiting the demand to the billing demand. Shore outlets shall be under the exclusive control of the borough. All boats and vessels shall be charged a flat rate based on a 20-ampere fuse as follows:**

**20-amp fuse: \$27.16 per month.**

**D. Contracts shall be for not less than a monthly charge, payable in advance at the monthly rate.]**

SEC. 2. 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. 3. Classification. This ordinance is of a permanent nature and shall be codified in the Wrangell Municipal Code.

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

PASSED IN FIRST READING: April 9, 2024

PASSED IN SECOND READING: \_\_\_\_\_, 2024

\_\_\_\_\_  
Patricia Gilbert, Borough Mayor

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

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	April 23, 2024
	<u>Agenda Section</u>	<b>13</b>

Approval of Lease to Trident Seafoods, A Portion of the Old Mill Dock Parcel 02-023-700, more specifically 20ft X 90ft Northwest from the Southernmost portion of the Old Mill Dock including the approach nearest the Trident Seafood plant

### SUBMITTED BY:

Steve Miller, Port & Harbor Director

### FISCAL NOTE:

**Expenditure Required:** \$XXX Total

FY 22: \$	FY 23: \$	FY24: \$
-----------	-----------	----------

### **Amount Budgeted:**

FY20 \$XXX

### **Account Number(s):**

XXXXXX XXX XXXX

### **Account Name(s):**

Enter Text Here

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

\$XXX

### Reviews/Approvals/Recommendations

☐

Name(s)

Name(s)

☐

Attorney

☐

Insurance

ATTACHMENTS: 1. Lease Request Trident Seafoods 2. Facility Lease Agreement. 3. Memo from Port Commission 4. Picture of proposed lease

### **RECOMMENDATION MOTION:**

Move to Approve Lease to Trident Seafoods, a Portion of the Old Mill Dock in Parcel 02-023-700, more specifically 20ft x 90ft Northwest from the Southernmost Portion of the Old Mill Dock including the approach nearest the Trident Seafood plant.

### **SUMMARY STATEMENT:**

At the Port Commission meeting held Thursday, April 18<sup>th</sup>, the Port Commission approved moving forward with the short-term lease on the old Mill Dock (a portion of) for Trident Seafoods.

The proposed lease to Trident seafoods is for a portion of the old mill dock not used by the port except for winter storage of gear. This gives Trident Seafoods the opportunity to use this facility and fulfill their needs for dock space during the busy salmon season. This is the same short term lease Trident and the City executed last season. The lease amount will be at the rate that all other Marine Service Center businesses currently pay (.104 cents per square foot). The total monthly fee will be \$187.20 plus tax.



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

This Lease is entered into on April \_\_\_\_, 2024, by and between the City and Borough of Wrangell (hereinafter “Lessor”), a municipal corporation, and Trident Seafoods, Inc. (hereinafter “Lessee”), a business owner, doing business in the State of Alaska, for purpose of leasing borough-owned land in Wrangell. The parties hereby agree to the following conditions:

### 1. DURATION

This Lease shall be in effect for a three-month period, more specifically, from the date above until the 1st day of October, 2024.

### 2. LEASED PROPERTY

The property subject to this Lease is described as: A portion of the old mill dock in parcel 02-023-700, more specifically 20 ft x 90 ft northwest from the southernmost portion old mill dock including the approach nearest to the Trident Seafoods plant.

### 3. PERMISSIBLE USES

A. Lessee shall utilize the property only for the purpose of servicing the Trident tender fleet as well as loading boats with product excess for disposal. Accessory uses of the property are allowed if pre-approved in advance in writing by the Borough Assembly and/or Port Commission.

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

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

### 4. CONDITIONS OF LEASING

A. Lease costs will be .104 cents per square foot (\$187.20 plus tax) a month plus any maintenance costs needing to be done to safely utilize the facility, not limited to but including replacing planks, missing bull rails, or any other structurally deficient components of the facility.

B Vessels moored at the face of the dock will be charged a daily outside dock moorage fee in accordance with the Port and Harbor fee and rate schedule.

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

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

### 5. RENEWAL

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

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

### 6. OPERATION AND MAINTENANCE

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

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

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

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

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

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

## **7. INDEMNITY AND INSURANCE**

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

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

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

### **D. INSURANCE REQUIREMENTS**

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

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

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

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

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

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

## 8. ENVIRONMENTAL INDEMNITY

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

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

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

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

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

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

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

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

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



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

## **11. LIENS**

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

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

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

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

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

D.

## **13. GOVERNING LAW**

The laws of the State of Alaska shall govern the construction and interpretation of this Lease. The Superior Court for the State of Alaska, First Judicial District at Wrangell, Alaska, shall be the exclusive court for jurisdiction and venue of any and all actions of any kind and any nature arising out of or related to this Lease. The parties agree that trial of any action filed shall be in Wrangell, Alaska.

## **14. DEFAULT**

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

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

#### **15. TERMINATION**

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

#### **16. NOTICE**

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

Lessee: Trident Seafoods, Inc.  
5503 Shilshole Ave NW, Seattle, WA 98107

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

#### **17. MISCELLANEOUS**

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

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

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

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

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

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

Date: \_\_\_\_\_, 2024

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

By:

By:

\_\_\_\_\_  
Patricia Gilbert  
Borough Mayor

\_\_\_\_\_  
Mason Villarma  
Borough Manager

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2024, by **Patricia Gilbert & Mason Villarma**, Borough Mayor & Borough Manager, respectively, of the City and Borough of Wrangell, Alaska, an Alaska home rule municipal corporation, on behalf of the corporation.

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

Date: \_\_\_\_\_, 2024

**Trident Seafoods**  
**Lessee**

By

\_\_\_\_\_  
NAME

\_\_\_\_\_  
Title

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_.

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

# MEMORANDUM

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

FROM: Steve Miller  
Port Director

SUBJECT: Trident Request to lease a portion of the Old Mill Dock parcel 02-023-700, more specifically 20'X 90' northwest from the southern most portion old mill dock including approach nearest the Trident Seafood plant.

DATE: April 19, 2024

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## **BACKGROUND:**

At their regular meeting of April 19<sup>th</sup>, the Port Commission reviewed Trident Seafoods request to lease the Old Mill Dock. This dock has previously been leased to Trident Seafoods for their seafood processing operations.

## **RECOMMENDATION:**

The Port Commission voted unanimously to recommend to the Assembly to move forward with the requested lease to Trident Seafoods.



## TRIDENT SEAFOODS CORPORATION

Item a.

641 Shakes Street, P.O. Box 908, Wrangell, AK 99929  
(907) 874-3346 • Fax: (907) 874-3035

To Whom It May Concern,

This letter is to formally request a lease from the City and Borough of Wrangell for a portion of the old mill dock in parcel 02-023-700. More specifically 90 feet northwest from the southernmost portion of the old mill dock and 20 feet of width, including the approach nearest to the Trident Seafoods Plant.

With this lease we shall utilize the property for servicing the Trident tender fleet as well as loading vessels with excess product for disposal or for transport to other facilities.

If you have any questions or concerns, please contact me.

Thank you,

Phillip Mach

Plant Manager

Trident Seafoods – Wrangell

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	April 23, 2024
	<u>Agenda Section</u>	<b>13</b>

**RESOLUTION No. 04-24-1859** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, ACCEPTING A STATE AND LOCAL CYBERSECURITY (SLCGP) GRANT IN THE AMOUNT OF \$50,000 FROM THE U.S. DEPARTMENT OF HOMELAND SECURITY FOR THE PURPOSE OF COMPOSING A COMPREHENSIVE CYBERSECURITY PLAN

<p><u>SUBMITTED BY:</u></p> <p>Mason Villarma, Borough Manager</p>	<p><u>FISCAL NOTE:</u></p> <p><b>Expenditure Required: \$XXX Total</b></p> <table style="width: 100%;"> <tr> <td style="width: 60%;"><b>Fiscal Year (FY):</b></td> <td><b>Amount: \$</b></td> </tr> <tr> <td colspan="2"> </td> </tr> <tr> <td colspan="2"><b>Amount Budgeted:</b></td> </tr> <tr> <td> </td> <td>FY: \$</td> </tr> <tr> <td colspan="2"><b>Account Number(s):</b></td> </tr> <tr> <td> </td> <td>XXXXX XXX XXXX</td> </tr> <tr> <td colspan="2"><b>Account Name(s):</b></td> </tr> <tr> <td> </td> <td>Enter Text Here</td> </tr> <tr> <td colspan="2"><b>Unencumbered Balance(s) (prior to expenditure):</b></td> </tr> <tr> <td> </td> <td>\$XXX</td> </tr> </table>	<b>Fiscal Year (FY):</b>	<b>Amount: \$</b>			<b>Amount Budgeted:</b>			FY: \$	<b>Account Number(s):</b>			XXXXX XXX XXXX	<b>Account Name(s):</b>			Enter Text Here	<b>Unencumbered Balance(s) (prior to expenditure):</b>			\$XXX
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	Enter Text Here																				
<b>Unencumbered Balance(s) (prior to expenditure):</b>																					
	\$XXX																				

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

ATTACHMENTS: 1. RES 04-24-1859 2. 2022 SLCGP Application

### **RECOMMENDATION MOTION:**

Move to Approve Resolution No. 04-24-1859.

### **SUMMARY STATEMENT:**

The Borough applied for \$50,000 through the Department of Homeland Security for a comprehensive cybersecurity assessment and asset protection plan. The Borough was notified of

their successful application on March 4, 2024. The full scope of the project is articulated in the application attached to this item. Funding will be accepted in the general fund and this item is required to proceed with the project.

## CITY AND BOROUGH OF WRANGELL, ALASKA

RESOLUTION NO 04-24-1859

A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, ACCEPTING A STATE AND LOCAL CYBERSECURITY (SLCGP) GRANT IN THE AMOUNT OF \$50,000 FROM THE US DEPARTMENT OF HOMELAND SECURITY FOR THE PURPOSE OF COMPOSING A COMPREHENSIVE CYBERSECURITY PLAN

WHEREAS, the City and Borough of Wrangell applied to the State and Local Cybersecurity Grant Program (SLCGP) for the CBW Comprehensive Cybersecurity Plan and Asset Protection project; and

WHEREAS, the funding from this program will assist Wrangell in developing a comprehensive cybersecurity plan; and

WHEREAS, there is no requirement for a local cost share (match) for this grant program; and

WHEREAS, the Assembly of the City and Borough of Wrangell accepts the SLCGP grant in the amount of \$50,000 for the CBW Comprehensive Cybersecurity Plan and Asset Protection project.

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

Section 1: The Assembly of the City and Borough of Wrangell has reviewed the State and Local Cybersecurity Grant Program (SLCGP) award letter, obligating award document, and all grant provisions, attached hereto as Exhibit A, and accepts the grant award in the amount of \$50,000 for the CBW Comprehensive Cybersecurity Plan and Asset Protection Project and authorizes the Borough Manager to execute its administration and expenditures.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA this 23rd day of April 2024.

CITY & BOROUGH OF WRANGELL, ALASKA

\_\_\_\_\_  
Patricia Gilbert, Borough Mayor

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



**Application Deadline 11:59 p.m., Thursday, August 31, 2023**

**Federal Fiscal Year 2022 State and Local Cybersecurity Grant Program (SLCGP)  
Application**

Please get in touch with [mva.grants@alaska.gov](mailto:mva.grants@alaska.gov) or call the Grants Section at 907-428-7000 or 1-800-478-2337 if you have any questions regarding this application.

This form must be completed for each project. To qualify as a single project, the pieces of the project must be integral toward achieving one precise objective.

Ensure all questions on this form are completed. Questions that are left blank will receive a score of 0.

Please duplicate this form as necessary.

Jurisdiction:	City and Borough of Wrangell	
Amount Requested	\$50,000	Project Priority #1 <small>Up to three (3) projects may be submitted.</small>
Project Title	CBW Comprehensive Cybersecurity Risk Assessment and Asset Protection Project	
Choose the budget category.	<input type="checkbox"/> Exercise	<input type="checkbox"/> Equipment
	<input checked="" type="checkbox"/> Planning	<input type="checkbox"/> Training
Is this a continuation project from a previous grant year? <input type="checkbox"/> Yes or <input checked="" type="checkbox"/> No If yes, which grant/year?		

1. Describe the project. (Make sure to include what the project is, who the project is for, how the project will help the jurisdiction, quantity of items, etc.)

The CBW Comprehensive Cybersecurity Risk Assessment and Asset Protection Project is a strategic initiative aimed at bolstering the cybersecurity infrastructure and safeguarding valuable assets within the City and Borough of Wrangell (CBW). By fortifying sensitive information, critical systems, and essential assets against cyber threats and attacks, this project assumes a pivotal role in enhancing overall security.

At its core, the project seeks to establish an encompassing cybersecurity blueprint that integrates diverse measures, protocols, and technologies. This comprehensive plan will effectively fortify CBW's digital landscape, while prominently addressing a crucial aspect—the protection of hardware assets. This endeavor involves both formulating the blueprint and instituting asset protection measures. This proactive approach will guide CBW through a multi-year journey, refining practices and policies to effectively counter the risks posed by cyber threats, data breaches, and malicious activities.

The project's beneficiaries include, but are not limited to:

1. **City and Borough of Wrangell:** The local government stands to gain significantly from elevated cybersecurity measures that safeguard operations, services, and sensitive data against cyber threats.
2. **Stakeholders:** A diverse array of stakeholders, including public, private, governmental, and non-profit entities engaged with the City and Borough of Wrangell, will reap the benefits of an environment fortified for secure digital operations.

The specific project represented by this application is PHASE 1 of the CBW Comprehensive Cybersecurity Risk Assessment and Asset Protection Project. This phase seeks to contract with a cybersecurity consulting

team for the purpose of conducting a risk assessment for the Borough and drafting a comprehensive cybersecurity plan that will guide further initiatives such as equipment and training implementations. The risk assessment and overall draft plan will involve the following elements:

1. **Cybersecurity Software:** Acquisition and deployment of advanced cybersecurity solutions, spanning firewalls, intrusion detection systems, antivirus software, and encryption tools.
2. **Network Infrastructure Upgrades:** Enhancements to network hardware and infrastructure to fortify resilience against cyber threats and elevate overall network security.
3. **Employee Training and Awareness Programs:** Conducting workshops and training sessions to impart cybersecurity best practices among CBW staff, nurturing a cybersecurity-aware culture.
4. **Incident Response and Recovery Plans:** Formulation of protocols and strategies for swift response to and recovery from cybersecurity incidents.
5. **Asset Protection Measures:** Implementation of tangible measures to physically shield critical digital assets, encompassing servers and data centers.
6. **Auditing and Monitoring Tools:** Deployment of tools to perpetually monitor and audit digital assets, swiftly identifying unauthorized access or suspicious activities.
7. **Collaboration with Security Experts:** Engaging cybersecurity specialists for assessments, penetration testing, and risk evaluations, thereby pinpointing vulnerabilities and shaping effective strategies to mitigate them.

2. Explain how the project supports increased cybersecurity preparedness/response.

PHASE 1 of the CBW Comprehensive Cybersecurity Plan and Asset Protection Project significantly bolsters cybersecurity preparedness and response by evaluating, analyzing and documenting the Borough's risk profile and then subsequently drafting a framework that identified solutions and milestones for addressing deficiencies and threats. The comprehensive plan that is drafted will then move to implementation in later phases of the project (if not awarded concurrently). This approach equips the City and Borough of Wrangell to proactively identify vulnerabilities and establishes a resilient cybersecurity framework that will guide the Borough in safeguarding critical systems, data, and operations.

3. Does this project address a gap identified in the Cybersecurity Assessment? If yes, please provide a page number.

This project application would fund the Borough's Cyber Security risk assessment and create a strategic comprehensive plan for the Borough.

4. Explain the implementation of this project and how start-up will begin within the first 90 days of award.

The "CBW Comprehensive Cybersecurity Assessment and Asset Protection Project" aims to swiftly initiate implementation within the first 90 days of project award. This kickoff phase involves assembling a dedicated project team, outlining roles, and setting up a clear project plan. The risk assessment and strategic plan will be drafted and adopted with a team of IT consultants with 90 days of achieving the award.

This streamlined approach will foster efficient communication and awareness, emphasizing the importance of enhanced cybersecurity and the upcoming changes in access procedures. By effectively executing these steps, the startup phase will lay a solid foundation for the project's success, reinforcing the City and Borough of Wrangell's cybersecurity and asset protection measures to be supported in further projects (i.e., Phase 2 and Phase 3).

5. Please briefly explain if this project could have a multi-jurisdictional or statewide benefit. Include any correspondence and/or MOUs as support.

PHASE 1 of the CBW Comprehensive Cybersecurity Plan and Asset Protection Project primarily focuses on enhancing the cybersecurity infrastructure and asset protection capabilities of the City and Borough of Wrangell (CBW). While the project's main goal centers on CBW's specific needs, its methodologies and best practices could offer valuable insights for neighboring jurisdictions or other cities within the state to consider

when bolstering their own cybersecurity measures. Furthermore, by establishing robust cybersecurity protection and asset protection measures, the project indirectly extends benefits to organizations, vendors, and Alaskan residents engaged in business with CBW, fostering a safer digital environment for transactions and interactions. This ripple effect can potentially contribute to an overall enhancement of cybersecurity across boroughs and the state, creating a more resilient and secure digital landscape for Alaskan communities.

6. Explain the financial need for this grant to support this project. Please include if any jurisdictional funds are being used and how you plan to maintain and sustain the project financially.

The financial need for the grant to support PHASE I of the CBW Comprehensive Cybersecurity Plan and Asset Protection Project arises from the Borough's inability to cover the initial start-up costs required for a comprehensive risk assessment consultation. The Borough does not have an IT Department and is dependent on outsourcing this function to third party vendors that are experts in the field. Coordinating the relationships of vendors and consultants is costly, and the Borough does not have funds available to conduct the risk assessment and draft the comprehensive plan necessary to efficiently and effectively address cybersecurity needs.

7. This section must describe and itemize expenses for all project components regardless of budget category (including travel costs, training fees, planning contracts, etc.) Columns not applicable can be left blank.

\*Please provide the authorized equipment list (AEL) number for equipment. The DHS AEL can be found at <https://www.fema.gov/authorized-equipment-list> to look up the number.

Description	AEL # (If equipment)	Qty	Unit Cost	Cost Total
Risk Assessment Consultation & Strategic Plan		1	\$45,000	\$45,000
Travel & Lodging for Project Team		1	\$5,000	\$5,000

8. Can this project be broken out into phases for funding? If so, please provide a possible phasing breakdown.

\*Note: Partial funding may be allocated if phases are or are not provided.

No, this project is not able to be divided into subphases. The planning effort involves a complete cybersecurity risk assessment and comprehensive cybersecurity draft plan detailed as follows:

#### Planning and Preparation (\$50,000)

- Establishing the project team and defining roles.
- Conducting an initial assessment of assets and vulnerabilities.
- Developing the comprehensive cybersecurity plan.
- Formulating incident response and recovery protocols.
- Allocating resources for engaging cybersecurity experts.

Project Applications and Cover Sheet must be submitted electronically (in PDF format with complete signatures) by email to:

**Division of Homeland Security and Emergency Management**

Email: [mva.grants@alaska.gov](mailto:mva.grants@alaska.gov)

Phone: (907) 428-7000 or 1-800-478-2337

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	April 23, 2024
	<u>Agenda Section</u>	<b>13</b>

**RESOLUTION No. 04-24-1860** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA AMENDING ARTICLE 13 - TRAINING, OF THE IBEW COLLECTIVE BARGAINING AGREEMENT AND REPEALING RESOLUTUION NO 05-23-1781

<p><u>SUBMITTED BY:</u></p> <p>Mason Villarma, Borough Manager</p>	<p><u>FISCAL NOTE:</u></p> <p style="background-color: yellow;"><b>Expenditure Required: \$XXX Total</b></p> <table style="width: 100%;"> <tr> <td style="width: 60%; background-color: yellow;"><b>Fiscal Year (FY):</b></td> <td style="width: 40%;">Amount: \$</td> </tr> <tr> <td colspan="2"> </td> </tr> <tr> <td colspan="2"><b>Amount Budgeted:</b></td> </tr> <tr> <td style="width: 60%;">FY:            \$</td> <td style="width: 40%;"> </td> </tr> <tr> <td colspan="2"><b>Account Number(s):</b></td> </tr> <tr> <td colspan="2">XXXXX XXX XXXX</td> </tr> <tr> <td colspan="2"><b>Account Name(s):</b></td> </tr> <tr> <td colspan="2">Enter Text Here</td> </tr> <tr> <td colspan="2"><b>Unencumbered Balance(s) (prior to expenditure):</b></td> </tr> <tr> <td colspan="2">\$XXX</td> </tr> </table>	<b>Fiscal Year (FY):</b>	Amount: \$			<b>Amount Budgeted:</b>		FY:            \$		<b>Account Number(s):</b>		XXXXX XXX XXXX		<b>Account Name(s):</b>		Enter Text Here		<b>Unencumbered Balance(s) (prior to expenditure):</b>		\$XXX	
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\$XXX																					

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

ATTACHMENTS: 1. RES 04-24-1860

### RECOMMENDATION MOTION:

Move to Approve Resolution No. 04-24-1860.

### SUMMARY STATEMENT:

The IBEW Collective Bargaining Agreement was approved by the assembly on April 9, 2024. After adoption, staff realized that the section that addresses the Alaska Joint Apprenticeship Training and Trust (AJEATT) program was omitted from the final agreement.

In May 2023, the assembly approved amending the FY 2022-2024 CBA agreement by adding this section with resolution No. 05-23-1781.

This resolution simply adds the section into the approved agreement for the term July 1, 2024 through June 30, 2027.

Please note that the annual cost for this program was originally approved (Res 05-23-1781) at \$5000 however that annual cost for a maximum of five years should be \$7000 per calendar year.

## CITY AND BOROUGH OF WRANGELL

RESOLUTION NO. 04-24-1860

A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA AMENDING ARTICLE 13 – TRAINING, OF THE IBEW COLLECTIVE BARGAINING AGREEMENT AND REPEALING RESOLUTUION NO 05-23-1781

WHEREAS, the Alaska Joint Electrical Apprenticeship Training and Trust (AJEATT) program originally adopted by Resolution No. 05-23-1781 in May of 2023 and added to Article 14; and

WHEREAS, with the adoption of the CBA that will take effect on July 1, 2024, Article 14 is now Article 13; and

WHEREAS, the provisions of the AJEATT program was mistakenly omitted in Article 13 of the IBEW Collective Bargaining Agreement (CBA); and

WHEREAS, this resolution adds the AJEATT to Article 13 of the adopted CBA agreement that was approved by the borough assembly on April 9, 2024; and

WHEREAS, the annual cost for the program has changed to reflect the cost from \$5,000.00 to \$7,000.00.

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

SEC. 1. The following is added to Article 13 – Training, as follows:

13.5 The Borough shall be a signatory participant in the Alaska Joint Electrical Apprenticeship Training and Trust (AJEATT). Such participation shall cover apprenticeship positions in the Borough’s Electric Department.

The cost to the Employer shall be as follows:

(a) So long as the Employer has at least one apprentice participating in the program, the cost shall be **[five thousand dollars (\$5,000.00) per calendar year]** seven thousand dollars (\$7,000.00) per apprentice for five (5) calendar years for a total of thirty-five thousand dollars (\$35,000).

13.6 It is mutually agreed that initial recruitment for applicants shall be solely within the Wrangell community. In the event a qualified applicant is not found within the community the recruitment will expand to the southeast Alaska region.

13.7 The apprentice to journeyman ratio shall not exceed one (1) apprentice for every two (2) journeymen. The Foreman will be counted as a journeyman for this calculation.

13.8 While undergoing required training in Anchorage or Fairbanks, apprentices will be required to apply for any grants the school has available. If funding for travel is received through a grant, the Borough will cover actual travel expenses over and above the amount received by grant funds. The apprentice will receive per diem pursuant to the Borough's current amount for each full day away from Wrangell (not including travel days), for all employees covered by this agreement.

13.9 For the apprentice to continue his or her pay and benefit status with the Borough while undergoing required training, he or she will be required to sign an agreement between the Borough, IBEW and the apprentice with the following stipulations:

- (a) Funds paid to the apprentice for wages, benefits, travel, lodging and per diem will be tracked while undergoing required training in Anchorage or Fairbanks.
- (b) Upon receiving a journeyman status, the employee must agree to work for the Borough as a journeyman for the following four (4) years.
- (c) If upon receiving a journeyman status the employee elects to leave employment with the Borough he or she will be required to reimburse the Borough for wages, benefits, travel and per diem paid under 14.9(a). One quarter (1/4) of the cost will be written off upon the completion of each of the first four (4) years employed as a journeyman.

13.10 The apprenticeship wage scale shall be listed in Appendix "A Apprentice Wage Schedule" of this Agreement.

SEC. 2. This resolution shall become effective upon adoption.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, this 23rd day of April, 2024.

CITY & BOROUGH OF WRANGELL

\_\_\_\_\_  
Patricia Gilbert, Borough Mayor

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

# COLLECTIVE BARGAINING AGREEMENT

between

**CITY & BOROUGH OF WRANGELL**

and

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL  
WORKERS LOCAL 1547,  
AFL-CIO**



**JULY 1, 2024 THROUGH JUNE 30, 2027**



CITY & BOROUGH OF WRANGELL  
COLLECTIVE BARGAINING AGREEMENT

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## INTRODUCTION

This Agreement is made and entered into by and between the City and Borough of Wrangell, Alaska (hereinafter referred to as "City" or "Employer"), and Local 1547 of the International Brotherhood of Electrical Workers, (hereinafter referred to as "IBEW" or the "Union").

## PREAMBLE

The purpose of this Agreement is to set forth the understanding reached between the parties in order to promote harmonious and cooperative relations between the Employer and employees and to protect the public by assuring orderly and effective operations of government.

## ARTICLE 1 RECOGNITION

1.1 The Employer recognizes the Union as the sole and exclusive bargaining agent for and this Agreement shall cover all regular full-time, regular part-time and probationary employees in the job classifications set forth in Appendix A and Appendix B of this Agreement, who are employed by the Employer, excluding administrative and professional employees, confidential employees, managerial employees, limited part-time employees as defined in Article 3, Section 3.5, temporary employees as defined in Article 3, Section 3.7 and department heads.

1.2 Subject to past practice and to positions sharing a commonality of interest, this bargaining unit shall include, and this Agreement shall cover all regular full-time, regular part-time and probationary employees in new job classifications created after the effective date of this Agreement.

1.3 Any claim that the Employer has wrongfully removed an employee from the bargaining unit through illegitimate reclassification or promotion may be submitted, beginning at Step II of the Grievance Procedure contained herein.

1.4 Bargaining unit work may be performed by non-bargaining personnel on an incidental basis under the following circumstances: a) when necessary for training to maintain skills, credentials or licensure or for testing of equipment essential to the operation of the City; b) when assistance by non-bargaining personnel resolves an immediate safety risk to any personnel or member of the public; c) when assistance resolves imminent threat of damage or destruction to City property, improvements or infrastructure; d) in cases of emergency when regular bargaining unit personnel are not available on a regular or overtime basis;

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and e) when bargaining unit members request assistance from non-bargaining personnel.

## **ARTICLE 2**

### **MANAGEMENT RIGHTS**

2.1 The Union recognizes the right of the Employer to operate and manage the City, including but not limited to the right to establish and require standards of performance; to maintain order and improve efficiency; to determine the management, supervisory or administrative organization of the Employer and the selection of employees to non-bargaining unit supervisory, management or administrative positions; to direct employees; to determine job assignments and work schedules; to determine the materials, technology and equipment to be used; to implement new and different operational methods and procedures; to determine staffing roles and responsibilities, levels and the performance and requirements; to determine the kinds, type, and location of facilities; to introduce new or different services, products, methods, or facilities; to extend, limit, contract out, or curtail the whole or any part of the operation; to select, hire, classify, assign, promote, transfer, discipline, suspend, demote or discharge employees for just cause; to lay off and recall employees; to require overtime work of employees; and to promulgate and enforce rules, regulations, education/training, safety requirements, and personnel policies and procedures; provided that such rights, which are vested solely and exclusively in the Employer, shall not be exercised by ordinance or otherwise so as to violate any of the specific provisions of this Agreement. The parties recognize that the above statement of management rights is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude management prerogatives not mentioned. All matters not covered by the language of this Agreement may be administered by the Employer on a unilateral basis in accordance with such policies and procedures as it, from time to time, shall determine. Any claim that the Employer has exercised such rights and power contrary to the provisions of the Agreement may be submitted to the grievance procedure contained herein. This section shall not conflict with the Union security provisions contained herein.

2.2 The Employer shall have the right to subcontract work covered by the Agreement. No regular employee shall be laid off, terminated, or discharged by the Employer as the result of the Employer subcontracting any work.

2.3 The parties agree and understand that the purpose and intent of this provision is not in any way to limit or restrict the ability of the Employer to do business with other employers, but, rather, this provision is designed and intended to preserve work for employees whose wages, hours, benefits and safety conditions of employment are prescribed by this Agreement, or in the event subcontract of work covered by this Agreement is undertaken that the performance of such work and practice of subcontracting do not result in the destruction of

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wages, hours, benefits and safety conditions of employment achieved through the collective bargaining process.

### **ARTICLE 3**

#### **DEFINITIONS**

3.1 Non-Exempt Employee: All employees covered by this Agreement.

3.2 Regular Employee: Employees who have satisfactorily completed their new-hire probationary period. Regular employees are either Regular Full-Time Employees or Regular Part-Time Employees.

3.3 Regular Full-Time Employees: Employees who are regularly scheduled to work at least thirty (30) hours per week.

3.4 Regular Part-Time Employees: Employees who are regularly scheduled to work less than a full-time work schedule but at least fifteen (15) hours per week. Such employees shall receive benefits on a pro rata basis.

3.5 Limited Part-Time Employees: Employees who are regularly scheduled to work less than fifteen (15) hours per week and whose schedule vary depending upon need. These employees are not eligible for benefits other than those that are required by law.

3.6 Probationary Employees: All newly hired or re-hired Regular Employees during the first one hundred eighty (180) calendar days preceding their most recent date of hire.

3.7 Temporary Employees: Employees who are not regularly scheduled and who work when work is available, or when hired to work a regular schedule during a specific period not to exceed six (6) months when additional work of any nature requires a temporarily augmented force, or who are hired in the event of an emergency or to relieve employees because of illness or to work during vacation periods. No regular employee shall be laid off and replaced by a temporary employee. A classification shall not be filled with a temporary employee for more than nine (9) months within a twelve (12) month period. Any temporary employee who is employed for six (6) consecutive months and then re-employed within thirty (30) days thereafter shall be considered an employee covered by this Agreement upon re-employment unless the Union agrees otherwise. The Employer will inform the Union when it has hired temporary employees to fill positions covered by this Agreement.

3.8 Foreman/Supervisor: A Foreman/Supervisor is a bargaining unit member and who supervises other employees as assigned. He/she may work with

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tools, provided it does not interfere with the supervision of safety. Although covered by this Agreement, foremen shall be considered supervisory with full supervisory authority and responsibility as directed by the Employer, and the Employer shall be the sole judge of their qualification, selection, performance, and removal. Said exercise of such judgment shall not be subject to the grievance procedure herein. Instructions will normally and usually be given by an employee's immediate supervisor, most often a Department Director.

3.9 Continuous Employment: The time period from the employee's date of hire to the employee's date of termination or retirement from City employment. All paid and unpaid leave is counted as continuous employment.

3.10 Termination: When an employee's employment with the City ends either by an action of the Employer or by a voluntary action by the employee.

3.11 Retirement: An action by the employee by which ends his/her employment with the City once he/she becomes eligible for Retirement.

3.12 Trial Period: The allotted time in which, after a regular employee is promoted or transferred into a different position, either the employee may voluntarily return to his/her previous position, or the Employer may return the employee back to his/her previous position.

3.13 Shift Employees: Shift employees as it pertains to this Agreement are those employees whose normal workweek schedule may include a shift outside the hours of 7:00 a.m. to 5:00 p.m.

3.14 Extenuating circumstances: A mutually agreed upon event that renders conduct less serious and thereby serves to reduce the damages to be awarded or the punishment to be imposed. Example: Natural disasters, Borough emergency, and death in the family of persons involved.

3.15 Immediate Family Member: Individual's spouse or significant other, parent, step parent, grandparent, child, step-child, adopted child, sibling or step-sibling; Or the spouse's or significant other's parent, step-parent, child, step-child, adopted child, sibling or step-sibling; or any other person other than those previously listed who is currently living in the same household with, or is legally dependent upon the employee.

3.16 Significant Other: A relationship exists between two people, neither or whom is married, that is intended to remain together indefinitely and where joint responsibility for each other's common welfare, there are financial obligations, and there is a shared primary residence.

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## **ARTICLE 4**

### **HIRING, PROMOTION, TERMINATION**

4.1 Notices of vacancies in positions covered by this Agreement shall be posted both internally and externally concurrently. If qualified employees apply within five (5) working days of Notice of Vacancy posting, they will be considered by the Employer before other applications are considered from outside the bargaining unit. Being considered is no guarantee of a transfer or a promotion. The Employer shall make their determination of qualified bargaining unit applicants within five (5) working days following the employee application.

4.2 In making temporary and permanent appointments and promotions within classifications covered by this Agreement, seniority of bargaining unit employees shall be given full consideration, and where required skills and abilities are equal, seniority shall prevail. Any dispute as a result of an employee being promoted over an employee with more seniority may be subject to the grievance procedure contained herein.

4.3 Any regular bargaining unit employee who is promoted or transferred into a different position covered by this Agreement shall be given a reasonable period, not to exceed thirty (30) working days, to become familiar with the job and to demonstrate the ability to fill the position satisfactorily. If during this trial period, the employee demonstrates unsatisfactory ability for the job, the employee shall be returned to the employee's former job without loss of seniority. If within thirty (30) working days, the employee determines that the position is not satisfactory, the employee shall be returned to his/her former position without loss of seniority.

4.4 All new employees with the exception of part-time and temporary employees shall be considered employed on a probationary basis and classified as such for the first one hundred eighty (180) days of their employment. During the probationary period, new employees may be discharged without cause at the full discretion of the Employer. Probationary employees will be evaluated after ninety (90) days. If retained after one hundred eighty (180) days in the same position, such employees shall thereafter be considered regular employees, be classified as such, and be entitled to all rights and privileges contained in this Agreement, retroactive to their most recent date of hire as a probationary employee.

4.4.1 After an employee has successfully completed their probationary period, they will be entitled to a step increase no less than two years from the original hire date. The step increase will occur on the current Union Wage and Grade Table under Appendix B.

4.5 No regular employee shall be discharged without just cause. The existence of cause for discharge, if disputed, shall be subject to the grievance

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procedure contained herein. When appropriate, the Employer will follow the principle of progressive discipline. The statute of limitations for discipline is 30 days after the employer is aware of the infraction unless there are extenuating circumstances.

4.6 If it becomes necessary to lay off any regular employee covered by this Agreement, the Employer shall give the affected employee notice in writing two (2) weeks in advance or, in lieu of such notice, two (2) weeks' pay at the employee's regular rate of pay at the time of such layoff. If the layoff is permanent, the employee shall also receive the equivalent cash value of accrued PTO leave eligible for distribution.

4.7 All temporary employees who progress without a break in employment to a regular position covered by this Agreement, will be entitled to all rights and privileges contained in this Agreement, with their probationary period, seniority, and leave accruals retroactive as of their initial date of hire as a temporary employee. However, if a temporary employee progresses to a position other than their temporary position the employee shall serve a probationary period of one hundred eighty (180) days in the new position.

4.8 Only those bargaining unit employees defined in Article 3 as regular full-time, regular part-time, probationary, and temporary shall be allowed to perform work in those classifications listed in Appendix A of this Agreement.

## **ARTICLE 5**

### **WORK SCHEDULE AND OVERTIME**

#### **5.1 Normal Workday and Work Week:**

The normal work week for employees, except shift employees, shall consist of forty (40) hours, Monday through Friday. The normal workday for all employees, except shift employees, shall consist of eight (8) hours plus an unpaid meal period of at least one-half hour.

5.2 The normal week for shift employees shall consist of forty (40) hours and shall be from 12:00 midnight Saturday to 12:00 midnight the following Saturday. Where mutually agreed to by the Employer and employee concerned, a normal workday or shift may consist of more than eight (8) hours. The normal work time for shift employees shall be when 75% of their time is scheduled between 7:00 a.m. to 5:00 p.m. for day shift; 3:00 p.m. to 1:00 a.m. for swing shift, and 11:00 p.m. to 9:00 a.m. for third or graveyard shift, unless mutually agreed otherwise.

5.3 Deviations from the normal work week for employees, except shift employees, including a four-day, ten-hour work schedule shall be allowed;

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provided, however, any deviation from the normal work week shall be mutually agreeable between the Employer, the employee involved and contact the Union for any permanent changes.

5.4 All time worked by regular employees in excess of their normal workday or shift and all time worked by all employees covered by this Agreement in excess of forty (40) hours during any one (1) week shall be considered overtime. All overtime work shall be paid at one and one-half times (1½) unless noted otherwise in this Agreement.

5.5 Anytime an employee's workday schedule, including days off, is changed with less than one (1) weeks' notice, the employee shall be compensated at the overtime rate for the days which would have been considered the days off. The foregoing shall not apply to scheduled shift changes such as change from day shift to swing shift. The work week schedule for shift employees shall not exceed five (5) days on, with two (2) days off in seven (7) days. Work schedules for shift employees shall be posted by the 25<sup>th</sup> of the month covering the succeeding month. All shift employees shall have at least eight (8) hours of relief between shifts. Any employee not having an eight (8) hour break between shifts shall be paid the overtime rate for those hours falling during the eight (8) hour relief period.

5.6 Insofar as practical, overtime shall be divided as equally as possible among regular employees of the same job classification.

5.7 Any regular employee working within the defined hours of swing shift will receive an additional one dollar (\$1.00) per hour for all hours worked. Any employee working within the defined hours of graveyard shift will receive an additional two dollars (\$2.00) per hour for all hours worked. This shift differential pay shall be added to the employee's base hourly rate of pay before the computation of any applicable overtime rate.

5.8 All work performed by a regular or probationary employee on a holiday will be at the double time rate plus the holiday pay.

5.9 In the event an employee is asked to work during his/her PTO, the employee shall receive the double time rate of pay for all hours worked in addition to PTO pay. The employee may have the option to not receive PTO pay and have those PTO hours credited back to accrued PTO time.

5.10 Call Out/Call Back: When a regular or probationary employee is called in to work outside of the normal work schedule, a minimum of two (2) hours pay at the double time rate shall be paid to the employee. For all hours worked during the call out, in excess of the first two (2) hours, the employee shall receive overtime at the rate of double time. The call out time begins when the call is placed to the employee and ends once the employee returns to shop headquarters.

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A. If an employee who was called out/back to work and has completed his/her assignment and left work, is again called back to work, he/she will not receive another minimum if the time of return is within the previous two (2) hour minimum.

5.11 When an employee covered by this Agreement is required to work two (2) or more hours after their normal quitting time without notice prior to employee's regular quitting time of the preceding day, the employee shall be furnished a meal and time necessary to eat, not to exceed one-half (1/2) hour, and at intervals of not more than four (4) hours thereafter while continuing to work. Mealtimes shall be on the Employer's time. Crews called out for emergency work before their normal starting time and required to work through their normal starting time or beyond shall be furnished breakfast at the Employer's expense and allowed not to exceed one-half (1/2) hour to eat.

5.12 The City may assign employees to perform work out of the employee's regular classifications.

A. All regular employees who are assigned to perform the work of a higher rated classification shall be paid for time worked, at the higher rate classification. Assignment of an employee to a higher rated classification or that provides for a wage increase of at least three percent (3%) without an increase in pay shall be limited to bona fide training situations.

B. An employee who is assigned to perform the work of a higher rated classification will receive acting pay for wages only.

C. In the absence of a Lead, Foreman, or Department Director, a qualified, regular, or probationary, employee may be designated by the applicable Department Director to perform the duties of the absent position. When so designated, the employee is considered the "acting" absent position. Acting designation may be assigned when the absence is for a full eight (8) hour workday, or longer, and the following conditions are met: 1) the employee is sufficiently trained, certified, licensed, or proficient in performing the required duties; and 2) the employee will be supervising other employees or will be performing tasks or assuming responsibilities outside the current job description of the employee.

When acting as a Lead, Foreman, or Department director, the employee will be paid a rate equal to the first step of the position or 15% above their current rate, whichever is higher.

D. An employee who is assigned to work in a lower rated classification shall be paid at his/her regular straight time hourly rate.

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5.13 Stand-by Time: Employees shall receive \$6.00 per hour while on stand-by. Stand-by time is a period of time in addition to normal work time during which an employee is not working but is required to restrict activities and be available for return to work. An employee is not considered to be on stand-by status unless he/she has previously been, at least twenty-four (24) hours in advance, informed by their supervisor or department head of the assignment. Each stand-by assignment shall be for no less than eight (8) hours.

A. An employee shall not receive stand-by pay for hours actually worked or for hours reimbursed by a call-back minimum.

B. Stand-by duty requires the employee so assigned to:

1. Be available for the Employer to contact at all hours by a communication device(s) designated and provided by the Employer.
2. Respond immediately to calls for his/her service, and
3. Refrain from activities which might impair his/her ability to perform his/her assigned duties should he/she be called out.

## **ARTICLE 6**

### **COMPENSATION**

6.1 Upon ratification of this Agreement, each employee shall receive a one-step increase on the current wage and grade table as adopted in August 2023. Beginning July 1, 2024, Appendix B-1, will take effect with no step increase. On July 1, 2026 (FY2027), an employee receiving a satisfactory performance evaluation shall receive a one step increase until the employee reaches the final step on the current wage and grade table in Appendix B. Furthermore, step increases shall only occur in odd fiscal years for the life of this agreement and thereafter.

6.1.1 Performance evaluations shall be completed by June 1 of each year. Any dispute over an employee's performance evaluation shall be subject to the grievance procedure as outlined in this Agreement.

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6.1.2 An employee who has taken a voluntary transfer into a lower graded classification and after sixty (60) days, but before one hundred twenty (120) days, bids back into his/her former position, shall regain his/her former wage of the higher classification plus any performance evaluation increases which may have occurred as outlined in Section 6.1. The employee will not, however, receive the promotional increase for this transfer as stipulated in Section 6.2.

6.1.3 On July 1, 2025 the wage and grade table as represented in Appendix B-2 will take effect for FY2026.

6.1.4 On July 1, 2026, the wage and grade table as represented in Appendix B-3 will take effect for FY2027.

6.2 When an employee is permanently promoted or transferred to a higher grade, the employee will be placed in the first step of the new grade that provides a wage increase of at least three percent (3%).

6.3 If a permanent transfer to a lower grade level occurs, the employee will move to the step that approximates the employee's current wage or to the final step if the entire grade is less than the current wage of the employee.

## **ARTICLE 7** **HOLIDAYS**

7.1 The following guaranteed paid holidays shall be recognized under this Agreement for all Regular and Probationary employees:

Seward's Day	Last Monday in March
New Year's Day	January 1 <sup>st</sup>
Martin Luther King Day	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 <sup>th</sup>
Labor Day	First Monday in September
Veterans' Day	November 11 <sup>th</sup>
Thanksgiving	Fourth Thursday and Fourth Friday in November
Christmas	December 25 <sup>th</sup>
Floater	1 per calendar year (Section 7.8)

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7.2 Holiday pay will be calculated at eight (8) hours times the employee's straight-time hourly rate.

7.3 When any of the above holidays fall on a Sunday, the following Monday shall be observed as the holiday, or when it falls on a Saturday, the preceding Friday shall be observed as the holiday.

7.4 If a holiday falls during an employee's regularly scheduled work week, the employee shall receive time off without loss of pay.

7.5 Worked performed on holidays will be paid for at the appropriate overtime rate in addition to the holiday pay.

7.6 When a holiday falls on a regular workday, during an employee's PTO time, holiday pay will be provided instead of the leave benefit. Holiday pay shall not be counted against accrued PTO leave.

7.7 PTO and holidays will be counted as hours worked for the purpose of calculating overtime.

7.8 In addition to the holidays granted above, all regular employees shall receive one (1) floating holiday per calendar year, after one (1) year of continuous employment. Requests for floaters must be made as far in advance as possible. Requests will be reviewed based on a number of factors, including business needs and staffing requirements.

## **ARTICLE 8**

### **PAID TIME OFF (PTO)**

8.1 After completing the one hundred eighty (180) day probationary period, all regular employees shall be eligible to receive paid PTO benefits accrued according to the following schedule:

- a. Upon eligibility, the employee is entitled to twenty-one (21) PTO days for the first year, accrued bi-weekly at the rate of 6.46 hours.
- b. After one (1) year of continuous service, the employee is entitled to twenty-six (26) PTO days each year, accrued bi-weekly at the rate of 8.00 hours.
- c. After four (4) years of continuous service, the employee is entitled to thirty-one (31) PTO days each year, accrued bi-weekly at the rate of 9.54 hours.

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d. After nine (9) years of continuous service, the employee is entitled to thirty-six (36) PTO days each year, accrued bi-weekly at the rate of 11.08 hours.

e. After fourteen (14) years of continuous service, the employee is entitled to forty-one (41) PTO days each year, accrued bi-weekly at the rate of 12.62 hours.

8.2 Regular Part-Time employees working less than forty (40) hours per week will have PTO hours earned each month pro-rated based on weekly hours worked divided by 40.

8.3 During the probationary period, PTO shall accrue but may not be taken prior to six (6) months of continuous satisfactory service, but after six (6) months of employment, PTO shall then be retroactive and include the first month of the employees' date of hire.

8.4 PTO shall be at the employees' current rate of pay at the time of leave.

8.5 The length of eligible continuous service is calculated on the basis of a "benefit year". This is the twelve (12) month period that begins on the employees' date of hire.

8.6 All regular employees shall be paid upon termination or retirement up to a maximum of 520 hours of PTO earned but not used at their current base rate of pay as presented in Appendix B.

8.7 An employee may not accumulate more than six hundred eighty(680) hours of PTO at the end of any pay period.

8.8 If an employee is denied PTO, which ultimately places him/her over the maximum accumulated hours, the employee shall be allowed to sell back as many hours as necessary to keep him/her under the maximum hour levels. For the purpose of this section, all PTO must be requested 60 days in advance. In the event more than one employee requests the same PTO at any given time period, and it is determined by the Employer that too many employees would be gone in a given department, the employee (s) with the most department seniority shall be given preference.

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8.9 The borough reserves the right to require PTO requested due to sickness in excess of three consecutive days, to be supported by a doctor's certificate.

8.10 Effective July 1, 2024, all employees covered by this agreement will have sick and vacation leave converted to PTO according to the following:

(A) All employee accrued vacation leave will be converted to PTO on a one (1) hour per (1) hour basis.

(B) All employee accrued sick leave will be converted to PTO or cashed-out on July 1, 2024, according to the following:

(1) Sick leave shall be combined with vacation leave to establish PTO on a one (1) hour to (1) hour basis up to the 680 hour maximum as provided in section 8.7 of this Agreement.

(2) After combining vacation and sick leave to establish PTO, any remaining sick leave in excess of the 680 hour maximum (PTO) shall be paid out at ten percent (10%) of the employee's current base rate of pay.

(3) If any errors occur as part of the transition into PTO, employees shall have 30-days to notify the Borough Manager to remedy the discrepancy.

8.11 Effective July 1, 2024, all employees may elect to cash-out up to 80 PTO hours per fiscal year under the term of this agreement such that the employee has at least 80 PTO hours accrued after the cash-out has occurred. Cash-outs will occur at the employee's current hourly base rate as determined in Appendix B. Cash-out requests are only permitted once per fiscal quarter, the Monday prior to the last biweekly pay period check date of the fiscal quarters ending September 30<sup>th</sup>, December 31<sup>st</sup>, March 31<sup>st</sup> and June 30<sup>th</sup>. The Maximum PTO cash-out shall not exceed 80 hours per fiscal year.

8.12 In case of injury or ailment, which is covered by the Alaska Workers' Compensation Act, the employee will continue to accrue all benefits allowed under this Agreement, including but not limited to PTO, and health & welfare insurance.

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8.13 When an employee is temporarily, partially disabled and as a result is unable to perform regular duties, the Employer will make a reasonable effort to assign light duty when available.

8.14 An employee shall notify his/her supervisor immediately, or as soon as safely possible, in case of an accident or injury sustained on the job.

8.15 In the event an Employee covered by this Agreement requires leave, for a legitimate hardship (medical, family, or similar need), greater than his/her accrued leave, fellow employees shall be allowed to transfer PTO hours to the employee. When sufficient leave has been donated, the call for donated hours will end. The value of the donated leave will be converted and paid at the current hourly rate of the Employee receiving the leave.

## **ARTICLE 9** **SENIORITY**

9.1 Seniority as used herein shall mean the length of continuous employment with the Employer within job classifications covered by this Agreement. Employees shall not accumulate seniority during the period of probationary employment. After employees have completed the probationary period and have been transferred to regular status, seniority shall be dated from the date of hire.

9.2 The seniority of an employee shall terminate if that employee:

9.2.1 Is laid off for a period of more than twelve (12) consecutive months.

9.2.2 Resigns from employment with the Employer.

9.2.3 Is discharged with just cause.

9.2.4 Is temporarily laid off and fails to return to work within ten (10) working days after written notice requesting the individual to return to work is delivered by registered mail to the individual's last known address or to the individual personally, and fails to notify the Employer of an intention to return to work within forty-eight (48) hours after having received such notification.

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9.3 Any layoffs shall be made in the inverse order of the seniority of the employees by job classification within each department, provided ability and qualifications are equal. If thereafter, a vacancy in the same classification occurs, seniority, ability, and qualifications of those on layoff status shall be considered when filling the vacancy. Temporary positions in a department in which one or more employees have been laid off during the preceding twelve (12) month period shall be offered first to the laid off employees who are qualified to perform the temporary work.

9.4 Excepting the position of foreman, in the filling of new jobs, vacancies and in making temporary and permanent promotions, seniority, as defined in this Agreement, shall be given full consideration; and where ability and qualifications mean requirements that are pertinent to the job classification.

9.5 In the selection of shifts and PTO leave requests, seniority shall prevail, insofar as practical, in the best interests of service.

## **ARTICLE 11**


### **LEAVES OF ABSENCE**

10.1 All leaves of absence without pay are to be requested from the Employer in writing as far in advance as possible, stating the reason for the leave and the amount of time requested. A written reply granting or denying the request shall be given by the Employer within thirty (30) days, except in the case of an emergency.

10.2 Leaves of absence without pay may be granted for periods of up to one hundred eighty (180) calendar days without loss of accrued benefits and seniority, provided that the regular employee must use accrued PTO leave before being placed on leave without pay (LWOP) status. In special cases, leaves of absence may be granted to probationary employees, and may be extended by mutual written agreement. If LWOP status is extended beyond 180 days for an employee, the limitations related to Temporary employees outlined in Section 3.7 shall be waived if an employee is hired on a temporary basis to backfill for an employee on LWOP.

10.3 Leave required in order for a regular or probationary employee to maintain status in the National Guard or a military reserve of the United States shall be granted without loss of pay and without loss of benefits accrued to the date of such leave commences. Regular and probationary full-time employees on such leave shall be compensated by the Employer for the difference between their military pay and their regular pay up to a maximum of two (2) weeks. A copy of the

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order issued by the appropriate authority for military training shall accompany requests for special military leave. Upon return to duty the regular or probationary employee shall furnish the Employer evidence of the amount of National Guard or Reserve pay received during the period of special military leave before he/she will be reimbursed any additional monies by the Employer.

10.4 An employee who is selected or properly appointed to a position of responsibility in the Union may be granted a leave of absence without pay or fringe benefit or seniority accrual for a period not to exceed three (3) years without loss of established seniority. Such leave of absence shall be requested by the Union and will be considered based on the operational needs of the City. Upon expiration of the leave of absence, the employee shall be reinstated to the first available opening in the employee's former classification.

10.5 Employees attending conferences, seminars, or workshops, on behalf of the Union, will be allowed to take leave without pay, upon approval of the leave request. Such leave shall not be unreasonably denied. Employees taking leave without pay for Union business are not required to use accrued leave prior to being placed on leave without pay status.

10.6 The Employer shall provide leave to eligible employees in accordance with the requirements of the state and federal Family and Medical Leave Acts (FMLA).

10.7 Employees may retain up to five (5) days of paid leave prior to being placed on Family Medical Leave without pay. The choice to retain leave must be included in the initial request.

10.8 Employees on approved FMLA shall have their health insurance benefits continued as if they are working.

## **ARTICLE 11**

### **JURY DUTY/WITNESS DUTY**

11.1 Employees who are called to serve on jury duty, or who are subpoenaed to testify in court on a matter related to their employment or volunteer activities on behalf of the City, shall be compensated by the Employer for the difference between their jury duty or witness pay and their normal straight-time pay. The Employee will suffer no loss of accrued benefits for such time. If the employee is temporarily or permanently excused from jury or witness duty, the employee shall promptly return to work.

11.2 Employees will be granted PTO leave for court appearances on their own behalf or as a witness at the request of a party other than the Employer. Timely notification to the Employer will be given when possible.

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## **ARTICLE 12**

### **FUNERAL LEAVE**

12.1 The employee, at his/her request, shall be granted reasonable time off as funeral leave of absence. Such time off may be charged at the employee's option, to his/her PTO account. Should the employee's PTO accounts both be insufficient, the employee shall be permitted a reasonable amount of time as funeral leave without pay. In the event of death of an employee's immediate family member, the first five (5) days of such leave shall be paid by the Employer without impacting the employee's PTO account.

## **ARTICLE 13**

### **TRAINING**

13.1 The Employer and the Union will cooperate in encouraging training programs, including government-funded programs, which will provide initial and advanced training for the employees. Within budget limitations, the Employer may provide an educational assistance plan for regular full-time employees to improve skills, knowledge and abilities relating to their present positions or to positions to which they might logically progress.

13.2 In order to receive reimbursement for training, employees must request and receive prior approval from the Employer and must satisfactorily complete the course with a grade C or better. Upon completion of the approved course, the employee may submit a request for reimbursement, together with receipt of tuition and books, to the department head who will process the request for payment. All usable books and other materials received as a part of Employer-funded courses shall be the property of the Employer and shall be available in applicable departments for use by employees. Such education must be identified in the employee's performance evaluation and must be coordinated through the HR Representative.

13.3 When assigned to a school or training facility by the City, employees will not suffer a loss in wages. If schooling is taken out of town or it is necessary to travel out of town at the City's insistence, room will be reimbursed, if necessary, upon presentation of proper receipts, and all major transportation shall be taken care of in advance by the City. When travel is authorized by the Employer for

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training on an employee's regularly scheduled day off, the employee shall receive compensation at the employee's straight time hourly rate for actual travel time not to exceed eight (8) hours of compensation per travel day. In addition, a \$60 per diem for meals and incidental expenses shall be paid to the employee while out of town on training.

13.4 When assigned to a school or training facility by the City, employees will agree to remain in City service one month for every day (including Saturdays and Sundays) that he or she is attending the school and for which the City is paying his or her salary, travel and lodging costs, and per diem. There shall be a two-year maximum to the length of time that the employee must remain in service. Should the employee leave the service of the City prior to the completion of computed service time, he or she shall reimburse the City for costs incurred in proportion to length of time remaining to be served. If the employee is involuntarily separated from the service of the City before completion of computed service time, the remaining time to be served will be cancelled.

13.5 The Borough shall be a signatory participant in the Alaska Joint Electrical Apprenticeship Training and Trust (AJEATT). Such participation shall cover apprenticeship positions in the Borough's Electric Department.

The cost to the Employer shall be as follows:

(a) So long as the Employer has at least one apprentice participating in the program, the cost shall be seven thousand dollars (\$7,000.00) per apprentice for five (5) calendar years for a total of thirty-five thousand dollars (\$35,000).

13.6 It is mutually agreed that initial recruitment for applicants shall be solely within the Wrangell community. In the event a qualified applicant is not found within the community the recruitment will expand to the southeast Alaska region.

13.7 The apprentice to journeyman ratio shall not exceed one (1) apprentice for every two (2) journeymen. The Foreman will be counted as a journeyman for this calculation.

13.8 While undergoing required training in Anchorage or Fairbanks, apprentices will be required to apply for any grants the school has available. If funding for travel is received through a grant, the Borough will cover actual travel expenses over and above the amount received by grant funds. The apprentice will receive per diem pursuant to the Borough's current amount for each full day away from Wrangell (not including travel days), for all employees covered by this agreement.

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13.9 For the apprentice to continue his or her pay and benefit status with the Borough while undergoing required training, he or she will be required to sign an agreement between the Borough, IBEW and the apprentice with the following stipulations:

- (a) Funds paid to the apprentice for wages, benefits, travel, lodging and per diem will be tracked while undergoing required training in Anchorage or Fairbanks.
- (b) Upon receiving a journeyman status, the employee must agree to work for the Borough as a journeyman for the following four (4) years.
- (c) If upon receiving a journeyman status the employee elects to leave employment with the Borough he or she will be required to reimburse the Borough for wages, benefits, travel and per diem paid under 14.9(a). One quarter ( $\frac{1}{4}$ ) of the cost will be written off upon the completion of each of the first four (4) years employed as a journeyman.

13.10 The apprenticeship wage scale shall be listed in Appendix "A Apprentice Wage Schedule" of this Agreement.

#### **ARTICLE 14**

##### **MEDICAL BENEFITS**

14.1 The Borough will make available to all employees a health insurance plan, subject to plan eligibility requirements.

14.1.1 Beginning July 1, 2024, the City and Borough of Wrangell shall pay 80% of the cost of the insurance premiums for the Employee and any enrolled spouse or dependents for all bargaining unit employees. and those employees will pay the remaining 20% of the cost of coverage for the employee and enrolled spouse and/or dependents in the form of a payroll deduction at the end of the pay period and month of coverage.

14.2 Either party may propose to the other, during the term of this Agreement, an alternate health insurance plan if the proposed plan offers equal or better coverage at an equal or reduced premium. In the event that one party gives written notice to the other that such a plan is available, the parties will meet to review the plan proposed.

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14.3 Employees and the Union will receive notification of any proposed changes in insurance coverage prior to implementing any changes.

14.4 Repealed.

14.5 The Employer agrees to continue a deductible reimbursement program equal to the City and Borough of Wrangell's Health Reimbursement Arrangement.

## **ARTICLE 15**

### **RETIREMENT BENEFITS**

15.1 All regular permanent employees shall be eligible to participate in the Alaska Public Employees Retirement System (PERS) and the Supplemental Benefits System (SBS) as provided by the State of Alaska.

## **ARTICLE 16**

### **LABOR/MANAGEMENT COMMITTEE**

16.1 A Labor/Management Committee, consisting of no more than three (3) regular representatives from City Management, and no more than three (3) representatives from the employee group will meet upon written notification of desire to convene by either party. The primary activities of this committee will include: contract interpretation, pre-grievance discussions of operating problems, method improvement and public relations.

16.2 The Committee will not have the authority to alter the meaning or cost application of the Collective Bargaining Agreement, nor will it act as a grievance committee once a grievance has been filed. The chair shall rotate between the City and the Union, alternately, at each meeting.

## **ARTICLE 17**

### **EMPLOYMENT PRACTICES**

17.1 Employees shall have access to the confidential personnel and payroll files that relate to them. Access to these files by other than the Borough Manager or his/her designee, the employee's immediate supervisor and department head shall not be allowed without prior approval of the Borough Manager, except that the Finance Director may have access to payroll and benefits records. Employees shall be advised as to any other persons who may be granted access to these files.

17.2 An employee may exchange a scheduled day off for another day if the employee's supervisor and any other affected employee agree.

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17.3 In case of occupational injury, or prolonged illness, the employee's position or a comparable position shall be held for up to twelve (12) months or until it has been medically determined that the employee will be unable to return to that job, whichever occurs first, and the employee shall not lose accrued seniority during this period. The limitations related to Temporary employees outlined in Section 3.7 shall be waived if an employee is hired on a temporary basis to backfill a position being held under this section provided, the Employer notifies the Union in writing, a) at the time of hiring; b) at the time of transition in the case of an existing Temporary Employee, that the Temporary Employee is being used to backfill a specified position in accordance with this section; or c) at the time the Borough is notified that the Permanent Employee's absence will extend beyond six (6) months, requiring extension of the term of the Temporary Employee being used to backfill a specified position in accordance with this section beyond six (6) months.

17.4 Reserved for future use.

17.5 The Employer shall furnish a room with lockers for clothes, tools, etc., and facilities for draping clothing and equipment. The Employer shall also furnish the cost of required overalls, rain gear, boots, or other protective clothing for all full-time employees not to exceed seven hundred fiftydollars (\$750.00) per fiscal year per employee. Reimbursement will be made based on evidence of purchase. This allowance may also be used for personal clothing that has been destroyed or deemed unusable in the performance of the employee's job. Employees are required to check their balance before purchase. Use of reimbursed clothing and gear outside of Borough operations is prohibited.

17.6 Employees shall travel between facilities and job sites on the Employer's time and in City vehicles and shall report at shop headquarters in which they are regularly employed. Employees will not use personal vehicles in the course of their work unless specifically authorized in writing, in which case the maximum Internal Revenue Service (IRS) allowable reimbursement rate per mile will be paid. Employees approved to use personal vehicles must be licensed, registered, and insured in accordance with Alaska state law.

17.7 Employees who report for work on a scheduled workday and who, because of inclement weather or comparable reasons, are unable to discharge their usual duties, will be paid for such day at the applicable rate; provided, however, that such employee may be assigned to other work or participate in training and instruction pertinent to their employment, including first aid and safety. Reassignment of other work or training shall be at the sole discretion of the Employer.

17.8 All work shall be executed in a safe and proper manner. The Employer and employees shall be responsible for carrying out safety practices.

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Any employee injured on the job, however slightly, must report the fact immediately to his/her supervisor or other responsible department official. All departments and facilities shall be outfitted with first aid kits which shall be kept properly supplied, and in clean and good condition.

17.9 Employees may engage in occupations or outside activities as long as they do not interfere with their job duties or create a conflict of interest.

17.10 Changes on timecards that involve an employee's rate of pay or hours worked shall be brought to the attention of the employee involved as soon as practical and the authorized Union representative. Copies of an employee's timecards shall be made available for inspection if requested by the employee or an authorized Union representative.

17.11 Payroll will be issued every two weeks beginning March 1, 2022. Employees will normally be paid on Friday on a biweekly basis. If the regular pay day occurs on a holiday, employees will be paid on the last working day prior to the regular payday. Each paycheck shall be accompanied by a statement showing the number of hours worked at straight-time, the number of hours worked at overtime, and all deductions. Annual statements shall be furnished to each employee showing gross earnings, total deductions made, and total PTO time accumulated. No unauthorized deductions or accrued earnings shall be withheld from an employee's earnings. Electronic deposits will be made upon written request by the employee.

17.12 If important changes are made in any job, either from an equipment operation or responsibility standpoint, then such job shall be reviewed for reclassification by mutual agreement between the City and the Union. If new job classifications are created in divisions covered by this Agreement that would not otherwise be excluded from the bargaining unit pursuant to the recognition clause contained herein, the Employer and Union will bargain in good faith about the wages, hours and working conditions to apply to the new classification. Such negotiations shall occur prior to the hiring of the position.

17.13 An employee whose work requires driving motor vehicles must possess a valid driver's license issued by the State of Alaska, with an acceptable driving record. The Employer shall reimburse employees for the cost of job required renewal of commercial driving endorsements, including any required physical examinations. Any employee who does not hold a valid driver's license will not be allowed to operate a City vehicle until such time as a valid license is obtained. Employees must immediately report any suspension, revocation, or restriction of driving privileges to their supervisor. Failure to report a suspension, revocation, or restriction of driving privileges may result in disciplinary action against the employee.

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## **ARTICLE 18**

### **SAFETY**

18.1 The City shall furnish such safety devices and first aid kits as may be needed for the safety and proper emergency medical treatment of the employees. All necessary rubber equipment and noise protection gear for the protection of employees working on or in close proximity of live and/or loud equipment is to be furnished by the City and shall be used by the employees at all appropriate times. The City will furnish such safety straps as may be necessary.

18.1.1 The Employer shall furnish body belts, and climbers used in the performance of their job. The employee shall take proper care of their Personal Protective Equipment (PPE) that has been furnished by the employer. If the employee and employer mutually determine that said equipment has been destroyed, damaged, or is faulty, such equipment will be replaced or repaired.

18.2 Both Employer and employees are required to comply with the Alaska Occupational Safety and Health Act (OSHA), as set forth in AS 18.60.010 – AS 18.60.105. Pursuant to AS 18.60.075(a) and AS 18.60.075(b), as may be amended from time to time, it shall be the responsibility of both the Employer and employees to undertake all work in a safe and proper manner. Subject to AS 18.60.077 and AS 18.60.081, The National Electric Safety Code and OSHA regulations adopted by the State of Alaska for electrical work and related activities shall serve as the standard.

18.3 All repair, installation, and maintenance work on energized high voltage equipment and on high voltage series street lighting circuits shall be done by journeyman linemen where available. The framing and handling of poles, boring and fitting on cross arms, making guys on the job, the testing repair and rebuilding of transformers, oil circuit breakers, sectionalizes, voltage regulators and other electrical apparatus will be done by qualified journeyman who may be assisted by apprentices or ground men.

18.4 When working on energized circuits of 400 volts or greater, one (1) journeyman and (1) apprentice or ground man shall be required. The apprentice or ground man shall serve principally as a standby man to render assistance in case of an accident. In no case, when working in pairs, shall they work simultaneously.

18.5 In case of trouble on energized lines, conductors, or equipment in excess of 400 volts, or where work to be performed is hazardous, two or more journeymen shall be assigned to the job when available.

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18.6 All employees shall be responsible for carrying out safety and good housekeeping policies and practices. They shall see that all first aid kits are kept properly supplied and in clean and good condition, and that all protection devices for handling high voltages are kept in good condition. Rubber gloves shall be subjected to a 15,000-volt flashover test every six (6) months and an air test before each use and shall be kept clean, dusted with talcum powder, and carried in a suitable bag provided for that purpose only. Hand tackle shall be kept in good repair.

18.7 No person except those employed therein, or duly authorized, shall enter substations or generating plants without the knowledge and permission of the person in charge of the plant at the time. Rooms and spaces shall be so arranged with fences, screens, partitions, or walls as to prevent entrance or unauthorized persons or interference by them with equipment inside, and entrances not under the observation of an unauthorized attendant should be kept locked.

18.8 No employee shall be required to work voltages in excess of 5,000 volts with rubber gloves.

18.9 The Employer will provide one set of high visibility, fire retardant raingear to employees engaged in line work (including flagging), generation maintenance, or meter reading. Replacement will be made whenever the raingear is worn out or damaged.

18.10 Safety or prescription safety eyeglasses and frames broken as a result of job-related activities will be replaced at Employer expense, providing proof of loss or breaking of glasses in the course of employment is furnished.

18.11 Drug/Alcohol Testing: IBEW, Local 1547 and the City maintain a firm joint commitment to ensure a drug-free workplace, and to comply with applicable laws and regulations for employees in positions requiring commercial driver's licenses, and a policy of pre-employment testing, reasonable suspicion testing, random testing, and post-accident testing for positions that do not require commercial driver's licenses.

18.12 A Safety and Training Committee composed of equal representation from the Employer and the employees shall be created to inspect all tools and equipment and review safety programs and training. The Safety Committee shall have the right to recommend disciplinary action for any employee who disregards safety practices and regulations. Inspections and safety meetings are to be made mandatory on a monthly basis. The Employer will forward minutes of all safety meetings to the Local 1547 Unit 104 Union office.

18.13 In the event of an incident, emergency, or disaster it may be necessary for the City to operate under the framework of the Incident Command

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System (ICS). In the hierarchy of the ICS structure, the Operations Section Chief dictates staff and work assignments, not the functional Supervisor or Department Director. Employees covered under this Agreement shall follow work assignments dictated by the Incident Commander, Operations Section Chief, or designee when the City is officially operating under the ICS framework. Notification will be provided in writing to the Union and the Employees.

## **ARTICLE 19**

### **NO STRIKE – NO LOCKOUT**

19.1 This Agreement is a guarantee by both parties that there will be neither strikes nor lockouts during the life of the Agreement. The Union further agrees that it will not sanction, aid or abet, encourage, or continue any work stoppages, strike, picketing, sick-out, slow down, hand billing or other disruptive activity during the life of this Agreement and shall undertake all reasonable means to prevent or terminate any such activity.

19.2 Under normal conditions, it is agreed that nothing in this Agreement shall be interpreted as requiring members of the Union to work behind another labor organization's lawful picket line recognized by IBEW, Local 1547. However, it is mutually agreed that all essential services will be maintained by employees without interruption.


## **ARTICLE 20**

### **GRIEVANCE AND ARBITRATION PROCEDURE**

20.1 A grievance is defined as an alleged breach of this Agreement raised during its term. Time limits set forth in the following steps may only be extended by mutual written consent of the parties hereto. The parties agree that any problems should be resolved as quickly as possible and at the lowest level of supervision possible. If informal resolution is not possible, the following steps shall apply:

20.2 Step I – Department Head: Any employee shall first discuss any grievance with his or her Department Head within five (5) working days after the grievance arose. The employee may be accompanied by his or her Shop Steward. Grievances settled in writing at Step I, found to be contradictory to Alaska state laws may be reopened through a written notice to the Union within seven (7) calendar days from the date of the grievance decision. Grievances reopened in this manner shall proceed immediately to Step II of the grievance procedure.

20.3 Step II –Borough Manager: If the matter cannot be resolved informally at Step I, and it is the employee's desire to proceed further, the Union shall reduce the grievance to writing and submit it to the Borough Manager, or designee. The written grievance shall contain a description of the alleged problem,

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the section of the Agreement involved, the date it occurred, and the corrective action desired. The Borough Manager, or his/her designee will, within seven (7) working days of receipt of the written grievance, hold a meeting with the employee and a Union representative for the purpose of resolving the grievance. The Borough Manager, or designee shall respond in writing within seven (7) working days of the Step II meeting.

20.4 Step III – Arbitration: If not settled, the Union may submit the grievance to final and binding arbitration within fourteen (14) working days following receipt of the Step II response. Upon notification that the dispute is submitted for arbitration, the Employer and the Union shall attempt to agree on an arbitrator. If the parties are unable to agree on an arbitrator, the Union shall request the Federal Mediation and Conciliation Service to supply a list of thirteen (13) qualified arbitrators and the parties shall alternately strike names from such list until the name of one (1) arbitrator remains who shall be the arbitrator. The party to strike the first name shall be determined by coin toss. The arbitrator shall be notified immediately of his or her selection by letters from the Employer and the Union requesting that a time and place for a hearing be set as soon as possible. The Arbitrator's award shall be final and binding, subject to the limits of authority stated below. The parties shall use their best efforts to minimize the costs.

20.5 The Arbitrator's function is to interpret the Agreement. The Arbitrator shall consider only the particular issue presented in writing by the Employer and the Union. The Arbitrator shall have no authority or power to add to, delete from, disregard, or alter any of the provisions of this Agreement, but shall be authorized only to interpret the existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute.

20.6 Any dispute as to procedure shall be heard and decided by the Arbitrator in a separate proceeding prior to any hearing on the merits. Any dismissal of a grievance by the Arbitrator, whether on the merits or on procedural grounds, shall bar any further arbitration. Each party shall bear one-half (1/2) of the fee of the Arbitrator and any other expenses jointly incurred, incidental to the arbitration hearing. All other expenses shall be borne by the party incurring them, and neither party, shall be responsible for the expenses of witnesses called by the other party, except that witnesses who are employees of the Employer shall be paid by the Employer for normal working time spent testifying at the hearing.

20.7 If an employee or the Union fails to process a grievance at any step within the time limits set forth above and the procedure is not waived and such failure shall constitute a bar to any future actions thereon. The grievance shall automatically progress to the next step and not be deemed waived if the Employer (or his/her designee) fails to answer a grievance at any step in the procedure. In any event, the Union shall be entitled to a written response from the Employer prior to submission to arbitration.

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20.8 Unless otherwise agreed to herein, neither party shall be required during the term of this Agreement to provide the other party with any data, documents, or reports in its possession or under its control for any purpose or reason unless they are relevant to a filed grievance. Copies of all documents used to support and answer a grievance shall be made available to the parties.

20.9 For the purposes of this Article "working days" shall exclude Saturdays, Sundays and recognized holidays.

## **ARTICLE 21**

### **NONDISCRIMINATION**

21.1 The Employer and the Union agree that there shall be no unlawful discrimination against any employee or applicant for employment because of race, color, religion, age, sex or national origin, except as permitted by law and unless one of the foregoing factors constitutes a bona fide occupational qualification; provided, however, that a claim that this provision has been violated shall not be subject to Step III of the grievance procedure of this Agreement if the grievant has also filed a charge or claim with an administrative agency or court of law, and provided further, that any claim, complaint or charge that this provision has been breached or violated shall be deemed waived and unenforceable and the Employer and Union thereby released from any liability if not filed with the appropriate administrative agency and/or court of law within one hundred eighty (180) days of the alleged act of discrimination.

## **ARTICLE 22**

### **UNION REPRESENTATION**

22.1 The Union's Business Representative shall appoint no more than three (3) Shop Stewards within the City and shall notify the Employer as to their names and specific duties. No other employee or member of the Union, outside of the Business Manager, Business Representative, or its appointed Shop Stewards, shall represent the Union.

22.2 Shop Stewards shall perform work for the Employer to the same extent as other employees. After giving notice or having made an appointment, Shop Stewards or other authorized Union representatives, as stated above in Section 23.1, shall be allowed admission to any shop or job at any reasonable time for the purpose of investigating conditions existing on the job. Such authorized representatives shall confine their activities during such investigation to matters relating to this Agreement. Each Shop Steward shall have a reasonable amount of time during regular working hours for investigating, presenting, or adjusting grievances and disputes relating to this Agreement. If additional time is necessary,

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the IBEW will be invoiced for the additional time at the full wage and benefit of the employee. Steward time shall be recorded on their individual time sheets.

22.3 The City shall furnish bulletin boards for the use of the Union in posting officially signed Union bulletins.

22.4 The Union reserves the right to discipline its members for any violation of any of its laws, rules and agreements.

## **ARTICLE 23**

### **UNION SECURITY**

#### 23.1

- A. All employees covered under the terms of this Agreement who are not already Union members may make application to join the Union as a full member or become an agency fee payer.
- B. A Union business representative and a shop steward will be notified of new employees in writing upon hiring. They will be allowed to meet with all newly hired bargaining unit employees, without charge to the pay or leave time of the employees, for a maximum of 60 minutes, within 7 calendar days from the date of hire, in a new employee orientation. Such time shall be deducted from the monthly time allotment for each shop steward as provided for in Section 23.2 of this Agreement and shall be recorded on the time sheet of the shop steward.
- C. The Employer agrees that it will not encourage employees to resign or relinquish membership in the Union or revoke authorization of the deduction of fees to the Union.
- D. The Employer shall not discourage an employee from joining the Union or becoming an agency fee payer.
- E. The Employer agrees that it will not disclose home addresses, personal telephone number(s), personal cell phone number(s), or personal e-mail address(es) of any employees for the purpose of undermining the Union, or except as provided by law or ordinance.
- F. Nothing in this Agreement prohibits the Union from charging a nonmember for the cost of a grievance and/or arbitration filed at the request of the nonmember.

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23.2 During the term of this Agreement, the Employer shall deduct from the wages of employees covered by this Agreement and pay over monthly to the proper offices of the Union the membership dues, working assessments and other lawful charges or equivalent service charge for those employees who individually and voluntarily authorize such deductions in writing by signing an authorization for payroll deduction of Union dues, copies of which shall be provided by the Employer. The Borough Manager shall be notified, in writing, by an authorized Union representative of any change in dues or fees which require payroll programming changes at least thirty (30) days prior to the effective date of the change. The Employer will not be held liable for deduction errors but will make proper adjustments with the Union for errors as soon as practicable. The Union will hold the Employer harmless for any action taken at the written direction of the Union pertaining to this Article. The City will send payment for the total amount deducted, together with a list of the individuals' names for whom the deductions were made, to the Financial Secretary as designated by the Union on or before the fifteenth (15<sup>th</sup>) day of the following month.

23.3 During the term of this Agreement, the Employer shall deduct \$7.00 per pay period from the wages of employees covered by this Agreement and pay monthly to a person or entity designated by the Union as voluntary contributions to the Union's Political Action Committee Fund for those employees who individually and voluntarily authorize such deductions in writing by signing and giving to the Employer the standard deduction authorization form provided by the Union. The deduction authorization may be revoked by the employee at any time. Both the Union and the employee agree to indemnify and hold the Employer harmless from any and all claims, demands, suits or other actions or liability that may arise out of, or exist as a result of, making these deductions or contributions.

23.4 The Employer will provide the Union with a monthly report containing the following information about employees covered by this Agreement: name and date of hire of new employees hired each month, Union dues or service charges deducted and classifications. The method and format of reporting shall be determined by the Employer. As a condition of receiving the foregoing information, the Union will treat it as confidential and limit its dissemination to official Union representatives. The Employer shall respond within twenty (20) days to any written request from the Union for information as to why any employee was not included with said information. If not satisfied with the response, the Union may submit to the grievance procedure contained herein, beginning at Step II, any claim that the Employer has wrongfully excluded any employee from the bargaining unit.

23.5 IHBF: By ratification of this Agreement, all IBEW members of the bargaining unit under this Agreement, agree that the Employer shall, upon ratification, deduct and forward to the IHBF five cents (\$0.05) per compensable hour of each bargaining unit employee. Such funds shall be forwarded in the same manner and form as other contributions submitted by the Employer.

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## **ARTICLE 24**

### **GENERAL PROVISIONS**

24.1 Nothing contained herein shall prohibit the Employer, at its sole discretion, from paying wages and/or benefits in excess of those provided herein.

24.2 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the parties hereto, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of any or all of the parties at the time they negotiated or signed this Agreement. The parties further agree, however, that this Agreement may be amended by the mutual consent of the parties in writing at any time during its term.

24.3 Should any article, section or provisions herein contained be rendered or declared invalid by reason of any existing or subsequently enacted statute or other law, or by the decree of judgment of any court of competent jurisdiction, the invalidation of such article, section or provision will not affect the remaining portions hereof and such other parts and provisions will remain in full force and effect. Upon the invalidation of any article, section or provision hereof, the parties will meet and negotiate the parts and provisions concerned within thirty (30) days from the date the fact of such invalidation is communicated to them; provided, however, that the parties may mutually agree to extend the time for such negotiations.

24.4 The Employer shall have the right to transfer employees covered by the current Collective Bargaining Agreement (CBA) to a third party, whether by sale, transfer, privatization, or any other legal means. The City is obligated to require the third party acquiring said properties, to agree in writing to both the City and IBEW, Local 1547 (Union) to:

- A. Recognize the Union as the collective bargaining representative of all transferred employees;
- B. For the duration of the CBA agree to not lay-off transferred employees and honor all terms and conditions of the CBA.

## **ARTICLE 25**

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## TERM OF AGREEMENT

25.1 This Agreement shall become effective July 1, 2024 and shall continue in full force and effect through June 30, 2027 and shall continue in full force and effect from year to year thereafter unless notice of desire to amend this Agreement is served by either party upon the other at least ninety (90) days prior to the date of expiration. If notice to amend is given, negotiations shall commence within thirty (30) days following the date of the notice, and this Agreement shall remain in effect until the terms of a new amended Agreement are agreed upon; provided, however, that if a notice to amend is timely given, either party may at any time thereafter notify the other in writing of its desire to terminate this Agreement as of a date stated in such notice to terminate, and shall be at least ten (10) days subsequent to the giving of such notice to terminate.

25.2 If, at any time during the Agreement, the State of Alaska reduces the current level of revenue sharing provided to the City and Borough of Wrangell, either party shall have the right to open the Agreement for the sole purpose of re-negotiating any pending wage increases agreed to but not yet in effect. These negotiations must take place prior to the effective date of any such increase.

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**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed this \_\_\_\_ day of \_\_\_\_\_, 2024.

**ATTEST**

**CITY AND BOROUGH OF WRANGELL**

By \_\_\_\_\_  
Mason Villarma  
Interim Borough Manager

By \_\_\_\_\_  
Patricia Gilbert  
Borough Mayor

**INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS,  
LOCAL 1547, AFL-CIO**

By \_\_\_\_\_  
Doug Tansy  
Business Manager/Financial Secretary

By \_\_\_\_\_  
Sven Westergard  
Assistant Business Representative

By \_\_\_\_\_  
Lorne Cook  
Negotiating Committee

By \_\_\_\_\_  
Chris Stewart  
Negotiating Committee

Jesse Young Assistant Business Manager

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**CITY AND BOROUGH OF WRANGELL  
APPENDIX A  
APPRENTICE WAGE SCHEDULE**

Apprentices shall be paid a progressively increasing schedule of wages based on a percentage of the current journeyman wage rate, at Step 6 of the Journeyman Lineman wage schedule in Appendix A:

Period	Percent	OJT Hours	Related Training Component
1 <sup>st</sup>	50%	0-1000 Hours	Satisfactory Progress
2 <sup>nd</sup>	55%	1001-2000 Hours	Complete 1 <sup>st</sup> Year
3 <sup>rd</sup>	60%	2001-3000 Hours	Satisfactory Progress
4 <sup>th</sup>	65%	3001-4000 Hours	Complete 2 <sup>nd</sup> Year
5 <sup>th</sup>	75%	4001-5000 Hours	Satisfactory Progress
6 <sup>th</sup>	80%	5001-6000 Hours	Complete 3 <sup>rd</sup> Year
7 <sup>th</sup>	85%	6001-7000 Hours	Satisfactory Progress
8 <sup>th</sup>	90%	7001-8000 Hours	Complete 4 <sup>th</sup> Year Pass State Licensing Exam

To be advanced to the next level the apprentice must have completed both the on-the-job training (OJT) hours and the related training component, as stated above.

The apprentice to journeyman ratio shall not exceed one (1) apprentice for every two journeyman. The Foreman will be counted as a journeyman for this calculation.

**CITY AND BOROUGH OF WRANGELL  
APPENDIX B  
PERMANENT EMPLOYEE UNION WAGE & GRADE SCHEDULE**

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Appendix B-1

Union Wage and Grade Table														
Effective July 1, 2024														
Position	Grade	1	2	3	4	5	6	7	8	9	10	11	12	13
Harbor Maintenance/Security	15	21.92	22.36	22.81	23.26	23.73	24.20	24.69	25.18	25.68	26.20	26.72	27.26	27.80
Sanitation Worker	15	21.92	22.36	22.81	23.26	23.73	24.20	24.69	25.18	25.68	26.20	26.72	27.26	27.80
Maint Specialist I / Heavy Equipment Operator Tra	15	21.92	22.36	22.81	23.26	23.73	24.20	24.69	25.18	25.68	26.20	26.72	27.26	27.80
Administrative Assistant-Harbors	15	21.92	22.36	22.81	23.26	23.73	24.20	24.69	25.18	25.68	26.20	26.72	27.26	27.80
Custodian - Light Maintenance	15	21.92	22.36	22.81	23.26	23.73	24.20	24.69	25.18	25.68	26.20	26.72	27.26	27.80
Parks Light Maintenance	15	21.92	22.36	22.81	23.26	23.73	24.20	24.69	25.18	25.68	26.20	26.72	27.26	27.80
Water Trt. Plt. Apprentice	16	22.92	23.38	23.84	24.32	24.81	25.30	25.81	26.32	26.85	27.39	27.94	28.49	29.06
Sanitation Operator	17	23.99	24.47	24.96	25.46	25.97	26.49	27.01	27.56	28.11	28.67	29.24	29.83	30.42
Recreation Facility Maintenance Specialist	17	23.99	24.47	24.96	25.46	25.97	26.49	27.01	27.56	28.11	28.67	29.24	29.83	30.42
Marine Service Center Relief Operator	18	25.13	25.63	26.15	26.67	27.20	27.75	28.30	28.87	29.44	30.03	30.63	31.25	31.87
Mechanic	19	26.27	26.80	27.33	27.88	28.44	29.01	29.59	30.18	30.78	31.40	32.02	32.67	33.32
Maint. Specialist II/Heavy Equip Operator	19	26.27	26.80	27.33	27.88	28.44	29.01	29.59	30.18	30.78	31.40	32.02	32.67	33.32
Water/Wastewater Treatment Operator	19	26.27	26.80	27.33	27.88	28.44	29.01	29.59	30.18	30.78	31.40	32.02	32.67	33.32
Facility Maintenance Specialist Lead	19	26.27	26.80	27.33	27.88	28.44	29.01	29.59	30.18	30.78	31.40	32.02	32.67	33.32
Diesel Electric Mechanic Assistant	19	26.27	26.80	27.33	27.88	28.44	29.01	29.59	30.18	30.78	31.40	32.02	32.67	33.32
Port & Harbor Maintenance	19	26.27	26.80	27.33	27.88	28.44	29.01	29.59	30.18	30.78	31.40	32.02	32.67	33.32
Sanitation Lead	20	27.53	28.08	28.64	29.21	29.80	30.39	31.00	31.62	32.25	32.90	33.55	34.23	34.91
Marine Service Center & Harbor Team Leader	20	27.53	28.08	28.64	29.21	29.80	30.39	31.00	31.62	32.25	32.90	33.55	34.23	34.91
Power Generation Mechanic/Operator	20	27.53	28.08	28.64	29.21	29.80	30.39	31.00	31.62	32.25	32.90	33.55	34.23	34.91
Water / Wastewater Treatment Operator - Level II	21	28.60	29.17	29.75	30.35	30.96	31.57	32.21	32.85	33.51	34.18	34.86	35.56	36.27
Maint. Specialist III/Heavy Equip Operator	22	29.74	30.34	30.95	31.57	32.20	32.84	33.50	34.17	34.85	35.55	36.26	36.98	37.72
Mechanic Lead	23	30.89	31.51	32.14	32.78	33.44	34.11	34.79	35.48	36.19	36.92	37.66	38.41	39.18
Wastewater Treatment Leadman	24	32.18	32.83	33.48	34.15	34.84	35.53	36.25	36.97	37.71	38.46	39.23	40.02	40.82
Public Works Foreman	25	33.48	34.15	34.83	35.53	36.24	36.96	37.70	38.46	39.22	40.01	40.81	41.63	42.46
Water Treatment Operator Lead	26	34.91	35.60	36.32	37.04	37.78	38.54	39.31	40.10	40.90	41.72	42.55	43.40	44.27
Electrical Lineman	27	46.05	46.95	47.87	48.80	49.75	50.73	51.72	52.73	53.76	54.81	55.88	56.97	58.08
Electrical Line Foreman	28	51.51	52.51	53.54	54.58	55.65	56.74	57.88	59.01	60.16	61.34	62.53	63.76	65.00

Appendix B-2

Union Wage and Grade Table														
Effective July 1, 2025														
Position	Grade	1	2	3	4	5	6	7	8	9	10	11	12	13
Harbor Maintenance/Security	15	22.36	22.81	23.26	23.73	24.20	24.69	25.18	25.68	26.20	26.72	27.26	27.80	28.36
Sanitation Worker	15	22.36	22.81	23.26	23.73	24.20	24.69	25.18	25.68	26.20	26.72	27.26	27.80	28.36
Maint Specialist I / Heavy Equipment Operator Tra	15	22.36	22.81	23.26	23.73	24.20	24.69	25.18	25.68	26.20	26.72	27.26	27.80	28.36
Administrative Assistant-Harbors	15	22.36	22.81	23.26	23.73	24.20	24.69	25.18	25.68	26.20	26.72	27.26	27.80	28.36
Custodian - Light Maintenance	15	22.36	22.81	23.26	23.73	24.20	24.69	25.18	25.68	26.20	26.72	27.26	27.80	28.36
Parks Light Maintenance	15	22.36	22.81	23.26	23.73	24.20	24.69	25.18	25.68	26.20	26.72	27.26	27.80	28.36
Water Trt. Plt. Apprentice	16	23.38	23.84	24.32	24.81	25.30	25.81	26.32	26.85	27.39	27.94	28.49	29.06	29.65
Sanitation Operator	17	24.47	24.96	25.46	25.97	26.49	27.01	27.56	28.11	28.67	29.24	29.83	30.42	31.03
Recreation Facility Maintenance Specialist	17	24.47	24.96	25.46	25.97	26.49	27.01	27.56	28.11	28.67	29.24	29.83	30.42	31.03
Marine Service Center Relief Operator	18	25.63	26.15	26.67	27.20	27.75	28.30	28.87	29.44	30.03	30.63	31.25	31.87	32.51
Mechanic	19	26.80	27.33	27.88	28.44	29.01	29.59	30.18	30.78	31.40	32.02	32.67	33.32	33.98
Maint. Specialist II/Heavy Equip Operator	19	26.80	27.33	27.88	28.44	29.01	29.59	30.18	30.78	31.40	32.02	32.67	33.32	33.98
Water/Wastewater Treatment Operator	19	26.80	27.33	27.88	28.44	29.01	29.59	30.18	30.78	31.40	32.02	32.67	33.32	33.98
Facility Maintenance Specialist Lead	19	26.80	27.33	27.88	28.44	29.01	29.59	30.18	30.78	31.40	32.02	32.67	33.32	33.98
Diesel Electric Mechanic Assistant	19	26.80	27.33	27.88	28.44	29.01	29.59	30.18	30.78	31.40	32.02	32.67	33.32	33.98
Port & Harbor Maintenance	19	26.80	27.33	27.88	28.44	29.01	29.59	30.18	30.78	31.40	32.02	32.67	33.32	33.98
Sanitation Lead	20	28.08	28.64	29.21	29.80	30.39	31.00	31.62	32.25	32.90	33.55	34.23	34.91	35.61
Marine Service Center & Harbor Team Leader	20	28.08	28.64	29.21	29.80	30.39	31.00	31.62	32.25	32.90	33.55	34.23	34.91	35.61
Power Generation Mechanic/Operator	20	28.08	28.64	29.21	29.80	30.39	31.00	31.62	32.25	32.90	33.55	34.23	34.91	35.61
Water / Wastewater Treatment Operator - Level II	21	29.17	29.75	30.35	30.96	31.57	32.21	32.85	33.51	34.18	34.86	35.56	36.27	36.99
Maint. Specialist III/Heavy Equip Operator	22	30.34	30.95	31.57	32.20	32.84	33.50	34.17	34.85	35.55	36.26	36.98	37.72	38.48
Mechanic Lead	23	31.51	32.14	32.78	33.44	34.11	34.79	35.48	36.19	36.92	37.66	38.41	39.18	39.96
Wastewater Treatment Leadman	24	32.83	33.48	34.15	34.84	35.53	36.25	36.97	37.71	38.46	39.23	40.02	40.82	41.63
Public Works Foreman	25	34.15	34.83	35.53	36.24	36.96	37.70	38.46	39.22	40.01	40.81	41.63	42.46	43.31
Water Treatment Operator Lead	26	35.60	36.32	37.04	37.78	38.54	39.31	40.10	40.90	41.72	42.55	43.40	44.27	45.15
Electrical Lineman	27	46.97	47.89	48.83	49.78	50.75	51.74	52.75	53.78	54.83	55.90	56.99	58.11	59.24
Electrical Line Foreman	28	52.54	53.56	54.61	55.68	56.76	57.87	59.03	60.19	61.36	62.56	63.78	65.03	66.30

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Appendix B-3

Union Wage and Grade Table Effective July 1, 2026														
Position	Grade	1	2	3	4	5	6	7	8	9	10	11	12	13
Harbor Maintenance/Security	15	22.81	23.26	23.73	24.20	24.69	25.18	25.68	26.20	26.72	27.26	27.80	28.36	28.93
Sanitation Worker	15	22.81	23.26	23.73	24.20	24.69	25.18	25.68	26.20	26.72	27.26	27.80	28.36	28.93
Maint Specialist I / Heavy Equipment Operator Tra	15	22.81	23.26	23.73	24.20	24.69	25.18	25.68	26.20	26.72	27.26	27.80	28.36	28.93
Administrative Assistant-Harbors	15	22.81	23.26	23.73	24.20	24.69	25.18	25.68	26.20	26.72	27.26	27.80	28.36	28.93
Custodian - Light Maintenance	15	22.81	23.26	23.73	24.20	24.69	25.18	25.68	26.20	26.72	27.26	27.80	28.36	28.93
Parks Light Maintenance	15	22.81	23.26	23.73	24.20	24.69	25.18	25.68	26.20	26.72	27.26	27.80	28.36	28.93
Water Trt. Plt. Apprentice	16	23.84	24.32	24.81	25.30	25.81	26.32	26.85	27.39	27.94	28.49	29.06	29.65	30.24
Sanitation Operator	17	24.96	25.46	25.97	26.49	27.01	27.56	28.11	28.67	29.24	29.83	30.42	31.03	31.65
Recreation Facility Maintenance Specialist	17	24.96	25.46	25.97	26.49	27.01	27.56	28.11	28.67	29.24	29.83	30.42	31.03	31.65
Marine Service Center Relief Operator	18	26.15	26.67	27.20	27.75	28.30	28.87	29.44	30.03	30.63	31.25	31.87	32.51	33.16
Mechanic	19	27.33	27.88	28.44	29.01	29.59	30.18	30.78	31.40	32.02	32.67	33.32	33.98	34.66
Maint. Specialist II/Heavy Equip Operator	19	27.33	27.88	28.44	29.01	29.59	30.18	30.78	31.40	32.02	32.67	33.32	33.98	34.66
Water/Wastewater Treatment Operator	19	27.33	27.88	28.44	29.01	29.59	30.18	30.78	31.40	32.02	32.67	33.32	33.98	34.66
Facility Maintenance Specialist Lead	19	27.33	27.88	28.44	29.01	29.59	30.18	30.78	31.40	32.02	32.67	33.32	33.98	34.66
Diesel Electric Mechanic Assistant	19	27.33	27.88	28.44	29.01	29.59	30.18	30.78	31.40	32.02	32.67	33.32	33.98	34.66
Port & Harbor Maintenance	19	27.33	27.88	28.44	29.01	29.59	30.18	30.78	31.40	32.02	32.67	33.32	33.98	34.66
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Power Generation Mechanic/Operator	20	28.64	29.21	29.80	30.39	31.00	31.62	32.25	32.90	33.55	34.23	34.91	35.61	36.32
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Public Works Foreman	25	34.83	35.53	36.24	36.96	37.70	38.46	39.22	40.01	40.81	41.63	42.46	43.31	44.17
Water Treatment Operator Lead	26	36.32	37.04	37.78	38.54	39.31	40.10	40.90	41.72	42.55	43.40	44.27	45.15	46.06
Electrical Lineman	27	47.91	48.85	49.80	50.77	51.77	52.78	53.81	54.86	55.93	57.02	58.13	59.27	60.42
Electrical Line Foreman	28	53.59	54.63	55.70	56.79	57.90	59.03	60.21	61.39	62.59	63.81	65.06	66.33	67.63

## CITY AND BOROUGH OF WRANGELL APPENDIX C TEMPORARY EMPLOYEES Wages and Benefits

1. Temporary employees working in classifications other than those listed below shall be paid at the applicable rate set forth in Appendix B.

2. All employees hereunder are designated as NECA-Temporary. The term NECA refers to the Inside-Outside IBEW Alaska Electrical Construction Agreement, as amended.

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
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3. NECA-Temporary Employees: Journeyman Linemen and Wiremen and other classifications as set forth in the IBEW-NECA Agreement may be employed as NECA-Temps for a period not to exceed six (6) months of continuous employment in a twelve (12) month period. Such employees shall be subject to this Agreement as to hours of work and applicable working rules only. In addition, NECA-Temporary employees shall receive the wage rates as set forth in the IBEW Inside-Outside Alaska Electrical Construction Agreement, as amended. The Employer shall pay for the NECA-Temp employee's account, the health and welfare benefits, retirement benefits and group legal benefits as specified in said IBEW-NECA Agreement. NECA-Temporary employees shall not accrue seniority, service credits, holiday pay, annual leave, jury duty, worker's compensation supplement or longevity. NECA-Temporary employees shall be compensated at three (3) times the appropriate straight time rate for time worked on holidays.

4. Assignment of a NECA-Temporary employee to a regular position shall not cause the employee to be treated as either a probationary or regular employee unless the Employer affirmatively indicates in writing that is the Employer's intent and desire to change the employee's status from that of a NECA-Temporary to either a probationary or regular employee.

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## CITY AND BOROUGH OF WRANGELL

RESOLUTION NO. 05-23-1781

## A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA AMENDING SECTION 14 OF THE IBEW COLLECTIVE BARGAINING AGREEMENT

WHEREAS, there is currently not an apprenticeship program for lineman in Wrangell Municipal Light and Power; and

WHEREAS, there is need to establish an apprenticeship program to ensure Wrangell Light and Power has certified lineman; and

WHEREAS, the IBEW has a well established apprenticeship program for lineman.

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

Section 1. Article 14 provides the provision of the AJEATT program to the CBA.

1. The Following is changed in Article 14 Training as follows:

14.5 The Borough shall be a signatory participant in the Alaska Joint Electrical Apprenticeship Training and Trust (AJEATT). Such participation shall cover apprenticeship positions in the Borough's Electric Department.

The cost to the Employer shall be as follows:

(a) So long as the Employer has at least one apprentice participating in the program, the cost shall be five thousand dollars (\$5,000.00) per calendar year.

14.6 It is mutually agreed that initial recruitment for applicants shall be solely within the Wrangell community. In the event a qualified applicant is not found within the community the recruitment will expand to the southeast Alaska region.

14.7 The apprentice to journeyman ratio shall not exceed one (1) apprentice for every two (2) journeymen. The Foreman will be counted as a journeyman for this calculation.

14.8 While undergoing required training in Anchorage or Fairbanks, apprentices will be required to apply for any grants the school has available. If funding for travel is received through a grant, the Borough will cover actual travel expenses over and above the amount received by grant funds. The

apprentice will receive per diem pursuant to the Borough's current amount for each full day away from Wrangell (not including travel days), for all employees covered by this agreement.

14.9 For the apprentice to continue his or her pay and benefit status with the Borough while undergoing required training, he or she will be required to sign an agreement between the Borough, IBEW and the apprentice with the following stipulations:

- (a) Funds paid to the apprentice for wages, benefits, travel, lodging and per diem will be tracked while undergoing required training in Anchorage or Fairbanks.
- (b) Upon receiving a journeyman status, the employee must agree to work for the Borough as a journeyman for the following four (4) years.
- (c) If upon receiving a journeyman status the employee elects to leave employment with the Borough he or she will be required to reimburse the Borough for wages, benefits, travel and per diem paid under 14.9(a). One quarter ( $\frac{1}{4}$ ) of the cost will be written off upon the completion of each of the first four (4) years employed as a journeyman.

14.10 The apprenticeship wage scale shall be listed in Appendix "A Apprentice Wage Schedule" of this Agreement.

Section 2. Section 13 is effective upon adoption of the resolution.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, this 23rd day of May, 2023.

CITY & BOROUGH OF WRANGELL

\_\_\_\_\_  
Patricia Gilbert, Borough Mayor

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

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	April 23, 2024
	<u>Agenda Section</u>	<b>13</b>

Discussion and Possible Direction regarding Sales Tax

SUBMITTED BY:

Daniel Harrison, Management Intern  
Mason Villarma, Borough Manager

FISCAL NOTE:

**Expenditure Required: \$XXX Total**

**Fiscal Year (25):** Amount:

**Amount Budgeted:**

FY: \$

**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) Sales Tax Analysis Report

**RECOMMENDATION MOTION:**

Discussion and possible direction.

**SUMMARY STATEMENT:**

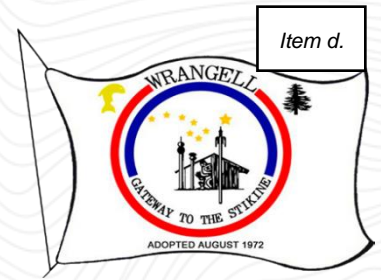
The Borough Assembly and Finance Committee has conveyed the desire to explore sales tax policy changes including options such as a differential sales tax and changes to the cap structure. The

attached report is a discussion document that analyzes several proposed alternatives. Discussion from the Assembly and guidance is desired so the Finance Committee may consider final draft policies for FY 2025.

# CITY & BOROUGH OF WRANGELL

## SALES TAX ANALYSIS REPORT

Tuesday, April 9<sup>th</sup>, 2024



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

**FROM:** DANIEL M. HARRISON, *BOUROUGH INTERN*

**SUBJECT:** SALES TAX ANALYSIS REPORT

**DATE:** TUESDAY, APRIL 23<sup>rd</sup>, 2024

### BACKGROUND

The Wrangell Municipal Code stipulates a 7% consumer sales tax rate for all retail sales, rents, and services within the municipality. However, a provision in Chapter 5.08.050, part M, exempts a single sale of goods or services over \$3,000 from sales tax, except for the initial \$3,000, limiting the city's revenue from such transactions to a maximum of \$210.

Analyzing our annual sales tax earnings over the past 29 years and factoring in inflation, we find that the real value has remained nearly constant since 1995. Despite increasing sales figures due to inflation, the sales tax cap has remained stagnant.

In light of the growing infrastructural demands placed on the City and Borough of Wrangell, there's a pressing need to explore avenues for funding vital projects aimed at restoring and maintaining infrastructural integrity. One potential solution is to adjust either the sales tax rate or the cap to recapture some of the revenue currently lost from high-value sales. While we lack the precise capability to determine the exact impact of raising the cap to a specific amount, a comprehensive examination could provide insights into the potential benefits of such adjustments.

In this analysis, we aim to examine the impacts of a differential sales tax structure and increasing the cap.

### BREAKDOWN OF SALES TAX RETURNS

Below are two tables delineating the sales figures for various types of businesses in Wrangell during Fiscal Year 2023, as well as a breakdown of cap exemptions categorized by business type:

## GROSS SALES BY BUSINESS TYPE

Row Labels	Total FY23	% of Total
Communication	1,345,182.62	1.91%
Construction	4,196,093.78	5.95%
Fishery	229,895.57	0.33%
Food and Beverages	2,662,646.70	3.77%
Food and Beverages/Rental	2,428,247.34	3.44%
Healthcare	1,261,647.19	1.79%
Manufacturing	437,145.45	0.62%
Misc.	866,369.23	1.23%
Online Retail	1,644,941.67	2.33%
Rental	3,159,029.33	4.48%
Retail Sales	34,756,726.60	49.28%
Retail Sales/Rental	173,631.13	0.25%
Services-Banking	138,961.69	0.20%
Services-Cleaning	79,251.86	0.11%
Services-Consulting	679,829.41	0.96%
Services-Info	2,830.00	0.00%
Services-Maintenance	1,964,456.53	2.79%
Services-Marine Fab./Maintenance	4,666,575.93	6.62%
Services-Mechanical	403,584.55	0.57%
Services-Misc.	1,526,503.92	2.16%
Services-Misc./Rental	358,090.89	0.51%
Services-Real Estate	3,388,100.54	4.80%
Services-Security	25,725.33	0.04%
Services-Surveying/Engineering	182,809.55	0.26%
Transportation & Logistics	3,957,066.62	5.61%
<b>Grand Total</b>	<b>70,535,343.43</b>	<b>100.00%</b>



## EXEMPTIONS OVER THE CAP BY BUSINESS TYPE

Row Labels	Total Exemption FY23	% of Total
Communication	109,724.31	0.84%
Construction	1,324,641.81	10.12%
Fishery	3,318.85	0.03%
Food and Beverages	-	0.00%
Food and Beverages/Rental	-	0.00%
Healthcare	-	0.00%
Manufacturing	304,026.60	2.32%
Misc.	-	0.00%
Online Retail	-	0.00%
Rental	132,853.51	1.01%
Retail Sales	2,267,387.76	17.32%
Retail Sales/Rental	-	0.00%
Services-Banking	-	0.00%
Services-Cleaning	420.10	0.00%
Services-Consulting	-	0.00%
Services-Info	-	0.00%
Services-Maintenance	956,805.62	7.31%
Services-Marine Fab./Maintenance	2,860,444.35	21.85%
Services-Mechanical	-	0.00%
Services-Misc.	291,376.62	2.23%
Services-Misc./Rental	1,745.00	0.01%
Services-Real Estate	3,287,732.47	25.11%
Services-Security	-	0.00%
Services-Surveying/Engineering	-	0.00%
Transportation & Logistics	1,552,294.45	11.86%
<b>Grand Total</b>	<b>13,092,771.45</b>	<b>100.00%</b>

Exempts sales due to the established \$3,000 cap as a proportion of gross sales is therefore 18.56 percent.

### POLICY ALTERNATIVES AND ANALYSIS

In FY 2023, the City and Borough of Wrangell did not capture a substantial \$13,092,771.45 in taxable sales due to the previously mentioned sales cap of \$3,000.

Had these sales been fully taxed, an additional \$916,494 in sales tax revenue would have been garnered, representing approximately 22.62 percent of the total claimed sales tax for that year, which amounted to \$4,051,189.

To address this revenue shortfall while balancing the needs of the community, alternative models were explored. The first model adjusted the tax rate for the second quarter of FY 23 (October 1st to December 31st), reducing it to 5%. This adjustment resulted in a decrease of \$269,480.83. However, removing the sales cap from this model yields an increase in revenue of \$600,811.61 compared to the current policy.

The second alternative model involved adjusting both quarters 2 and 3 in FY 23 (October 1st through March 31st). This adjustment resulted in a loss of \$484,711.65. However, removing the sales cap transforms this scenario into a gain of \$327,863.65.

The third alternative explored entailed changing the tax rate for all four quarters to 6%. With the sales cap in place, this adjustment led to a loss of \$574,425.72. However, removing the sales cap resulted in a gain of \$211,140.57.

## MARINE FABRICATION

When it comes to cap exemptions, the Marine Fab services are 2<sup>nd</sup> only to Real Estate Services. With a total of \$2,860,444.35 in cap exemptions out of \$4,666,575.93 in total sales, ~61% of sales tax value is exempted in this category. If the sales tax rate of 7 percent remained constant and the Borough removed the cap from the Marine Service Center and like businesses, the Borough would see \$200,231 more in sales tax from FY 2023. If we removed the cap and only taxed them at a rate of 3%, we would still see an increase of \$13,568. Below is a table highlighting the difference between a model without the cap and our current model. As we can see, the cap is severely affecting our sales tax in this category.

Sales Tax Percentage	3%	4%	5%	6%	7%
Sales Tax Total	139,997.28	186,663.04	233,328.80	279,994.56	326,660.32
Current Tax Return	126,429.21	126,429.21	126,429.21	126,429.21	126,429.21
Difference	13,568.07	60,233.83	106,899.59	153,565.35	200,231.10

## RECOMMENDATIONS & OPTIONS FOR DISCUSSION

Administration's recommendation for the Assembly is to leave the effective rate at 7 percent. A differential sales tax model could be pursued for one quarter; however, the impact would likely not be material for taxpayers. Raising the sales tax cap, however, is an avenue to capture additional sales tax revenue to address the deferred maintenance of infrastructure. Our suggestion would be to raise the cap to \$10,000 with proper exemptions in place for big ticket items and maintenance/construction of primary residences.

Another alternative would be to get rid of the cap completely for certain exemption categories. If we did this, we could create a tiered sales tax system where the first \$10,000 could be taxed at 7%, the following \$50,000 could be taxed at a lower rate such as 3%, and everything above \$50,000 could be taxed at 1%. This tiered structure would help capture sales tax on large construction and marine fabrication jobs. Special consideration should be given to sectors of the economy that target “outside money”. While the Borough cannot increase effective tax rates directly for non-residents, the Borough can home in on industries that experience a high volume of nonresident participation.

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	April 23, 2024
	<u>Agenda Section</u>	<b>13</b>

Approval of Cooperating Agency Status for the Tongass National Forest Plan Revision and to appoint a Principal contact to serve as Primary Liaison

<p><b><u>SUBMITTED BY:</u></b></p> <p>Mason Villarma, Borough Manager</p>	<p><b><u>FISCAL NOTE:</u></b></p> <p><b>Expenditure Required: \$</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; height: 20px;"></td> <td style="width: 33%; height: 20px;"></td> <td style="width: 33%; height: 20px;"></td> </tr> </table> <p><b>Amount Budgeted:</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; height: 20px;"></td> <td style="width: 90%; height: 20px;"></td> </tr> </table> <p><b>Account Number(s):</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; height: 20px;"></td> <td style="width: 90%; height: 20px;"></td> </tr> </table> <p><b>Account Name(s):</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; height: 20px;"></td> <td style="width: 90%; height: 20px;"></td> </tr> </table> <p><b>Unencumbered Balance(s) (prior to expenditure):</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; height: 20px;"></td> <td style="width: 90%; height: 20px;"></td> </tr> </table>											

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

**ATTACHMENTS:**

1. Acceptance letter from TNF with the general expectations and understandings.

**RECOMMENDATION MOTION:**

**Move to approve the Cooperating Agency status for the Tongass National Forest plan revision and to appoint a principal contact to serve as Primary Liaison.**

**SUMMARY STATEMENT**

A letter was sent to the US Forest Service, Department of Agriculture, Tongass National Forest Alaska Region, requesting Cooperation Agency status for the Tongass National Forest (TNF) plan revision.

We received a letter from the TNF, accepting the request.

Part of the requirement in the acceptance letter is for the Mayor to appoint a principal contact as “Primar Liaison”. This can be a staff member, a public member or a member of the assembly.





**File Code:** 1920  
**Date:** April 9, 2024

Mason Villarma  
Interim Borough Mayor  
City and Borough of Wrangell  
205 Brueger Street  
Wrangell, AK 99929

Dear Mayor Villarma,

Thank you for your inquiry, dated March 12 and April 1, 2024, requesting Cooperating Agency status for our Tongass National Forest (TNF) plan revision. We accept your request to become a Cooperating Agency and welcome the expertise of the City of Wrangell, hereinafter referred to as the "Cooperator," related to recreational opportunities and access, development, infrastructure, as well as other areas described below. We have agreed to the following:

- This letter will serve as formal acceptance of the written request to be a Cooperating Agency.
- We have agreed to forgo a formal Memorandum of Understanding to expedite and ensure the process of working together.
- The Forest Service is working with the Cooperator as allowed under 40 CFR §1501.8, which allows for cooperation with other agencies when they have a special expertise with respect to any environmental impact or action affecting the quality of the human environment.
- We request that you assign a principal contact to serve as the primary liaison between the Cooperator and the Forest Service, serving as the primary point of contact for all communication and requests, if other than yourself. A dedicated **TNF Engagement Specialist** is expected to be onboard in early June, who will serve as your principle contact for the USFS. Until then, **Drew von Lindern**, PPSG Planning Specialist, will facilitate communication with Tongass subject matter experts.
- The Cooperator will join the relevant IDT and Cooperating Agency Meetings, with invitations to follow.
- As a Cooperating Agency, the TNF recognizes your contribution of special expertise in economic development, infrastructure development, workforce development, recreation/community development, utilities, grant writing, safety/crisis management, investment, budgeting, and communications. We ask for understanding that this status does not convey the ability for the Cooperator to make decisions and that decision making, including on the plan revision timeline, remains the responsibility of the Forest Service.
- As a Cooperating Agency, it is your responsibility to fund all expenses associated with participation. The Forest Service will provide options to participate virtually in order to help minimize costs.





- We acknowledge your interest in collaborating on the below-listed resources and/or topics. We also invite you to help us with collaborative development and review of the forest plan revision by inviting your primary contact to participate in the following: relevant meetings and workshops, providing feedback on draft documents and plan components, and ensuring the final plan considers the City and Borough of Wrangell's interests and expertise.
  - Trail maintenance and expansion and the enhancement of access to recreational opportunities
  - The facilitation of workforce development initiatives
  - Strategic targeting of funding for critical infrastructure improvements
  - Responsible resource management and restoration
  - The implementation of hazard mitigation and safety measures
- Any documents shared and produced, as well as any discussions that take place, will be treated as pre-decisional and held in confidence. We know the Cooperator recognizes the sensitivity of these pre-decisional draft documents, and we expect discussions and documents will not be shared outside of the Cooperating Agency and will only be shared with those directly serving the Cooperator's role as a Cooperating Agency on a need-to-know basis.
- We are requesting that you submit a summary of a review of your planning efforts and land use policies that you consider relevant to the TNF plan revision, to assist the Forest Service with its consideration of 1) the objectives, as expressed in those plans and policies; 2) compatibility and interrelated impacts of these plans and policies; 3) opportunities for the Revised Land Management Plan to address the impacts identified or to contribute to joint objectives; and 4) opportunities to resolve or reduce conflicts, within the context of developing the Revised Land Management Plan's desired conditions or objectives (36 CFR §219.4(b)(2)).

Attached to this letter are general expectations and understandings for participating as a Cooperating Agency. Thank you and we look forward to working with you and your staff.

Sincerely,

*Clint R. Kolarik* FOR:

FRANCIS SHERMAN  
Forest Supervisor

cc: Erin Mathews, Tongass National Forest Plan Revision Lead

Attachment 1: General Understandings and Expectations for Both the Forest Service and the Cooperating Agency

# General Understandings and Expectations for Both the Forest Service and the Cooperating Agency

## The Cooperator Shall

- A. Meet established timeframes requested by the Forest Service for all input and reviews.
  - i. The length of the review period(s) will vary; however, a minimum of two weeks will be given, when possible. Longer reviews will be attempted for larger requests.
  - ii. Clear and open communication on ability to meet timeframes and expectations is expected. Additional review time can be requested.
  - iii. If Forest Service timeframe does not accommodate a longer review period, an attempt will be made to respond within the requested timeframe.
- B. Assign a principal contact to serve as the primary liaison between the Cooperating Agency and the Forest Service Land Management Plan Revision Team, serving as the primary point of contact for all communication and requests. This principal contact can represent multiple cooperating agencies. The Cooperator principal contact will:
  - i. Disseminate information to the Cooperator's internal departments, divisions, and consultants and to collect all input and provide back to the Forest Service.
  - ii. Ensuring that the correct information is shared and shared appropriately within its own organization while adhering to any privileged restrictions for pre-decisional documents and discussions.
  - iii. Bring forward to the Forest Service liaison, in writing, any conflicts, disagreements, or concerns that arise in the Plan Revision process and regarding this agreement.

## The Forest Service Shall

- A. Use the Cooperator's information, data, and analysis that is relevant to the Cooperator's areas of special expertise, to the maximum extent possible, consistent with the Forest Service's responsibility as lead agency and applicable law in the development and approval of the EIS for the Revised Plan, as provided in 40 CFR §1501.7(h)(2).
- B. Meet at the Cooperator's request to discuss the Cooperator's review and analysis relevant to the areas of special expertise, as provided in 40 CFR §1501.7(h)(3).
- C. Include the summarized results of the Cooperator's submitted review of its planning and land use policies that it considers relevant to the Revised Land Management Plan (36 CFR §219.4(b)(2)).

- D. Coordinate Forest Service land management planning efforts with the Cooperator's planning efforts through the Forest Service liaison. The Forest Service will:
- i. Share the Plan Revision timeline and milestones for all environmental reviews and authorizations required for implementation and any updates (40 CFR §1501.7(i))
  - ii. Schedule reoccurring meetings with the Cooperator. These meetings may be combined with and in coordination with other cooperating agencies. The purpose of the meetings is to share information, provide a forum to discuss resource issues, and to involve the Cooperator in the development of the EIS as related to its areas of special expertise. The meeting schedule will vary according to the Plan Revision process timeframe and options will be given to attend virtually.
  - iii. Prepare an agenda with intended outcomes for all meetings, and clearly identify the objective and timing of any requests as described in Section III(A)
  - iv. Consider requests from the Cooperator for additional time to perform its cooperating agency responsibilities.
  - v. Strive to coordinate with other forests involved in forest plan revision as to minimize overlapping review periods.
- E. Assign a Forest Service principal contact to serve as the primary liaison between the Cooperator and the Land Management Plan Revision Team, serving as the primary point of contact for all communication and requests. The Forest Service principal contact shall:
- i. Coordinate with the principal Cooperator liaison to schedule meetings between the Cooperator and the Forest Service revision team.
  - ii. Provide consistent communication on meeting times, timeframes of requests, upcoming deadlines, sensitivity of materials, formats for input, and expectations or objectives of requests.
  - iii. Promptly inform the Cooperator liaison of schedule changes that may affect the time afforded the Cooperator to perform its responsibilities as a cooperating agency.
  - iv. Bring forward to the Plan Revision Team any conflicts, disagreements, or concerns during the Plan Revision process brought forward by the Cooperator.
  - v. Share the Forest Service decision regarding any conflict, disagreement, or concern to the Cooperators.

**Expectations of a Cooperative Relationship**

- A. Collectively, the Parties will work together in good faith and attempt to resolve any disagreements, conflict, or issues by negotiation. The following conflict resolution process will be followed.
  - i. The disagreement will be articulated in a written format and shared with the Revision team by the identified liaison.
  - ii. The Cooperator and Revision team will decide if the larger cooperating agency group should be involved in the negotiation regarding the disagreement, conflict, or issue.
  - iii. Both sides will work to provide reasonable solutions to address the disagreement, conflict, or issue.
  - iv. If agreement cannot be reached, the Forest Service has the final decision for the disagreement, conflict, or issue and will provide such decision in writing.
- B. The Forest Service and Cooperator are committed to "no surprises" in terms of timeframes and controversial topics. The Parties shall endeavor to work together in accordance with the estimated Plan Revision schedule and the development, review, and input timeframes identified by the Forest Service. Both parties will have open conversations about what is valued as it relates to the plan revision and will avoid positional dialogue.
- C. The Forest Service and the Cooperator will share information, including documents, data, and analysis, related to the revision of the Land Management Plan, except when constrained from sharing it by law, regulation, or policy. Any such information will be shared by providing it to the respective liaisons, as outlined in Sections III(C) and IV(C), for each party designated in Section V(D).
- D. The parties will keep confidential and protect from public disclosure any and all documents exchanged or developed as part of this agreement prior to determination by the applicable party of the releasability of the documents under the Freedom of Information Act, 5 U.S.C.552, or the applicable state law.
  - i. Unless otherwise agreed to by the Parties, the Forest Service and the Cooperator may only distribute shared information to staff, and consultants directly involved with the revised Land Management Plan and may only use the information for the development of the revised Land Management Plan.
  - ii. Each party will protect, to the extent allowed by applicable state and federal laws, the confidentiality of the other party's documents. Information provided by either Party must be accompanied by the description of what is being provided and any confidentiality or disclosure issues related to the information.
  - iii. Both parties agree to impose the requirement section upon their consultants, and the release of documents to those consultants shall not be deemed public disclosure.

- iv. The Parties will not release any information exchanged or developed except as required and authorized by law, regulation, or policy, prior to providing notice to the other Party and receiving a response regarding any concerns about the release of information.
  - v. Any information that is exchanged may be subject to disclosure under the Freedom of Information Act.
- E. The Forest Service will consider recommendations from the Cooperator when determining the scope, scale, methods, forums, and timing for external participation in all aspects of the Plan Revision process.
  - F. The Cooperator may offer opportunities to co-sponsor public meetings and other public participation forums in coordination with the Forest Service. The Cooperator may circulate public documents to solicit feedback from other boards, commissions, and departments, within timeframes established by the Forest Service. The Forest Service reserves the determination of co-sponsored meetings as opportunities for the public to submit substantive formal comment for the purposes of the pre-decisional administrative review process (36 CFR §219, Subpart B).
  - G. If the Parties' principal contacts change prior to the issuance of the final Record of Decision, the Parties will promptly notify the other party.
  - H. The Forest Service is not obligated to provide a written response to the Cooperator's input on the EIS and ROD for the revised Land Management Plan other than required under 40 CFR §219.57(b), or other law or regulation. Within the established timeframe, the Parties' primary contacts will make efforts to jointly review and discuss the Cooperator's suggested changes, analysis, recommendations, and data prior to the Forest Service making the final EIS and draft plan decision document for the revised Land Management Plan available to the public.

**It is Mutually Understood That:**

- A. AUTHORITIES, RIGHTS, AND RIGHTS OF THE FOREST SERVICE
  - i. The Forest Service retains the exclusive authority as the lead agency to make decisions on the Forest Plan for which it has the responsibility by law.
  - ii. The Forest Service retains sole decision-making authority over issues relating to the completion of the EIS.
  - iii. The Forest Service retains responsibility for the development and content of the revised Land Management Plan.
  - iv. The Forest Service maintains its primary responsibility for NEPA and National Forest Management Act (NFMA) compliance.
  - v. The Forest Service will not seek to direct or control management of lands outside of the plan area, nor will the Forest Service conform management to meet non-Forest Service objectives or policies. (36 CFR §219.4(b)(3)).

- vi. The Forest Service, as stated in this agreement, does not represent any other Forest Service unit.
  - vii. The Forest Service reserves its rights to raise all applicable affirmative defenses should any challenge to the adequacy of the Revised Plan be raised.
- B. AUTHORITIES, RIGHTS, AND RESPONSIBILITIES OF THE COOPERATING AGENCY
- i. The Cooperator does not gain new authority in becoming a cooperating agency.
  - ii. The Cooperator, as stated in this agreement, does not represent any other Governmental Agency.
  - iii. The Cooperator's participation as a cooperating agency does not affect the Cooperator's ability to submit comments or objections during the formal comment and objection periods on the EIS and ROD.
  - iv. Participation as a cooperating agency does not exempt the Cooperator from the requirement to submit comments on the draft EIS or other opportunity for participation per 36 CFR §219.4 and §219.53 to be eligible to object.
  - v. The Cooperator reserves its rights to pursue a challenge the adequacy of the Revised Plan and its compliance with applicable laws and regulations in any administrative or judicial forum.
  - vi. The Cooperator's participation as a cooperating agency is not an endorsement of the revised Land Management Plan.



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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	April 23, 2024
	<u>Agenda Section</u>	<b>13</b>

Approval of Amendment to the BW Enterprises Contract for Landslide Debris Clearing and Removal, not to exceed \$700,000.

<p><b><u>SUBMITTED BY:</u></b></p> <p>Mason Villarma, Borough Manager</p>	<p><b><u>FISCAL NOTE:</u></b></p> <p><b>Expenditure Required: \$</b></p> <table style="width: 100%; border: 1px solid black;"> <tr> <td style="width: 33%;">\$700,000</td> <td style="width: 33%;"></td> <td style="width: 33%;"></td> </tr> </table> <p><b>Amount Budgeted:</b></p> <table style="width: 100%; border: 1px solid black;"> <tr> <td style="width: 33%;"></td> <td style="width: 33%;">\$0</td> <td style="width: 33%;"></td> </tr> </table> <p><b>Account Number(s):</b></p> <table style="width: 100%; border: 1px solid black;"> <tr> <td style="width: 33%;"></td> <td style="width: 33%;">11000 000 7519 00 00911</td> <td style="width: 33%;"></td> </tr> </table> <p><b>Account Name(s):</b></p> <table style="width: 100%; border: 1px solid black;"> <tr> <td style="width: 33%;"></td> <td style="width: 33%;"></td> <td style="width: 33%;"></td> </tr> </table> <p><b>Unencumbered Balance(s) (prior to expenditure):</b></p> <table style="width: 100%; border: 1px solid black;"> <tr> <td style="width: 33%;"></td> <td style="width: 33%;"></td> <td style="width: 33%;"></td> </tr> </table>	\$700,000				\$0			11000 000 7519 00 00911							
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<b><u>Reviews/Approvals/Recommendations</u></b>	
<input type="checkbox"/>	
Name(s)	
Name(s)	
<input type="checkbox"/>	Attorney
<input type="checkbox"/>	Insurance

**ATTACHMENTS:**

1. Amendment 1 to BW Enterprise Contract 2. 2023-90 BW Enterprises Contract Zimovia Highway (original contract)

**RECOMMENDATION MOTION:**

**Move to approve a contract amendment for BW Enterprises for Landslide Debris Clearing and Removal, not to exceed \$700,000.**

**SUMMARY STATEMENT**

The assembly approved a contract with BW Enterprises for the purpose of scaling hazardous debris from the 11.2-mile landslide area as well as aiding in the search and recovery mission. The original amount approved was not to exceed \$249,000.

This amendment is being brought forward to the Assembly as the emergency work performed at the landslide site was far more than anticipated. The following are key points to the contract amendment:

- The Amendment is made to an Agreement between BW Enterprises and the City and Borough of Wrangell regarding emergency work after the 11-Mile Zimovia Highway Landslide Disaster.
- The Contractor conducted search and recovery work concurrently with scaling hazardous debris, taking time and effort to ensure safety and thorough examination.
- Scaling debris was done slowly and methodically, increasing workload and time.
- The initial "not to exceed" amount in the contract was understated, acting as a placeholder until a more accurate estimate could be determined.
- The Amendment adjusts the "not to exceed" amount retroactively to November 21, 2023, to \$700,000.
- The Amendment is effective retroactively upon Assembly approval.

All approved emergency work will be sought for reimbursement through FEMA as a result of the April 6<sup>th</sup> federal disaster declaration.

## CITY AND BOROUGH OF WRANGELL

### AMENDMENT 1 TO THAT AGREEMENT BETWEEN BW ENTERPRISES AND THE CITY AND BOROUGH OF WRANGELL

This Amendment ("Amendment") is made to the Agreement ("Agreement") entered into between BW ENTERPRISES ("CONTRACTOR") and the CITY AND BOROUGH OF WRANGELL ("CITY") dated November 21, 2023, related to emergency work as a result of the 11-Mile Zimovia Highway Landslide Disaster.

WHEREAS, the search and recovery work conducted by the CONTRACTOR ran concurrently with scaling hazardous debris; and

WHEREAS, the CONTRACTOR had to operate prudently to examine each point of excavation to ensure the last missing person was not within the debris being extracted; and

WHEREAS, the scaling of hazardous debris was done slowly and methodically which significantly increased the time and workload; and

WHEREAS, the CONTRACTOR informed that the initial "to not exceed" amount was far understated and the Borough put that in the original contract as a place holder until a more accurate estimate could be compiled; and

WHEREAS, the parties wish to amend the Agreement to adjust the not to exceed amount retroactively to November 21, 2023.

NOW, THEREFORE, the parties agree as follows:

- 1) Section II.A of the Agreement is hereby amended to read as follows: "As stated in Section 1.B, this agreement is entered into with CONTRACTOR in accordance with WMC section 5"G as it is work being performed under emergency circumstances. All work performed will be on a time and materials basis not to exceed \$700,000.
- 2) Upon Assembly approval, this Amendment is effective retroactive to November 21, 2023.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized representatives as of the date first above written.

---

Brett Woodbury  
BW Enterprises

Date

---

Mason F. Villarma  
Borough Manager  
City and Borough of Wrangell

Date

## CITY AND BOROUGH OF WRANGELL

### AN AGREEMENT BETWEEN BW ENTERPRISES AND THE CITY AND BOROUGH OF WRANGELL

This agreement is entered into between:

#### **BW ENTERPRISES**

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

#### **I. SCOPE OF WORK:**

- A) CONTRACTOR shall perform services as directed by the CITY of Wrangell for any project assigned under the adopted Policy.
- B) The CONTRACTOR will perform emergency work in accordance with section 5.10.050.G of the Wrangell Municipal Code, namely the clearing of debris caused by the 11-Mile Zimovia Highway Landslide Disaster that is beyond the scope of Department of Transportation's right of way. Due to the nature and complexity of this emergency project, some work performed may extend passed the clearing of debris and hauling material to the approved material storage sites. Any excavation services related to the search and recovery effort will be in the scope of this agreement. All work performed not explicitly stated above will be summarized and substantiated at the completion of the project and the CITY agrees the CONTRACTOR has the right to determine what is necessary to perform the work in a strategic and safe manner.
- C) Contractor has read the CITY's Policy to Hire Contractors (hereafter the Policy) and agrees to its provisions, both those incorporated explicitly herein and those incorporated by reference.
  - 1. By signing this contract, Contractor agrees to:
    - i. The CONTRACTOR qualification requirements in the Policy
    - ii. The selection process outlined in the Policy.
    - iii. The rules governing failure to perform as outlined in the Policy.
- D) CONTRACTOR shall verify all site measurements and locations and follow the conditions and requirement of each project assigned.
  - 1) CONTRACTOR, for and in consideration of the payment or payments herein specified and agreed to by the City and Borough of Wrangell, hereby covenants and agrees to furnish labor and materials as required for each job and required to complete the project at Wrangell, Alaska in accordance with the terms and conditions of each job assigned through the policy.

#### **II. COMPENSATION AND DURATION:**

- A) As stated in Section I.B, this agreement is entered into with CONTRACTOR in accordance with WMC Section 5.10.050.G as it is work being performed under emergency circumstances. All work performed will be on a time and materials basis not to exceed \$249,000.

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

### **III. CITY AND BOROUGH'S RESPONSIBILITY:**

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

### **IV. CONTRACTOR'S RESPONSIBILITIES:**

- A. CONTRACTOR will keep a record of truckloads of material, site storage areas utilized, and the type of material being excavated and hauled. All quantities will be reported in a post completion of work summary.
- B. CONTRACTOR shall provide a representative for the project who shall have complete authority to transmit instructions, receive information, interpret and define the CONTRACTOR'S policies and decisions with respect to each project. This provision is a material provision of the contract and the failure of the CONTRACTOR to have an available representative may result in the CITY terminating the contract for this breach, stopping all or part of the project until the CONTRACTOR fully complies with this provision, or any other remedy or action the CITY determines to be in the best interests of the project and CITY.
- C. CONTRACTOR agrees that all work will meet all federal state and local laws, and will be of the highest quality workmanship. CONTRACTOR agrees that all material and labor shall be in strict and entire conformity with the terms, specifications and conditions of the work assigned, if applicable, and will abide by and perform all stipulations, covenants and agreements specified for each job.
- D. If any equipment, material or labor shall be rejected by CITY as defective or unsuitable, the equipment, labor or materials shall be removed or replaced with other equipment, labor or materials specified by CITY, at the sole cost and expense of the CONTRACTOR. CONTRACTOR understands that, per the Policy, use of defective or unsuitable equipment, material, or labor may subject CONTRACTOR to a deficiency assessment by the responsible Department head. CONTRACTOR understands that two deficiency assessments on three different jobs may subject CONTRACTOR to being removed from the Master List, per the Policy.
- E. CONTRACTOR shall not begin work on any additional services, which are not included in the Agreement as provided for the instruction for each job until the CITY has authorized performance of such services in writing specifying the work to be performed and the time for performance. CONTRACTOR shall provide the CITY with a bid estimate of the costs of the



additional work and it is agreed both the CONTRACTOR and the CITY shall sign an addendum prior to any additional work for the amount to be paid to the CONTRACTOR for the additional work. CONTRACTOR agrees and acknowledges that no oral authorization for additional work will be honored or paid.

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

#### **V: INSURANCE AND INDEMNIFICATION:**

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

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

#### **VI: TERMINATION AND SUSPENSION:**

- A. The CITY reserves the right to terminate the services of the CONTRACTOR at any time when the CITY determines that termination is in the best interests of the CITY. If the CITY terminates the contract pursuant to this section, the CITY shall notify the CONTRACTOR in

writing as of the effective date to stop work and the CONTRACTOR shall immediately stop all work, including providing direction to subcontractors to stop and to cease from ordering any materials or supplies for the Project. Upon termination pursuant to this section, CONTRACTOR shall have sixty (60) days to submit any and all claims to the CITY for any unpaid work actually performed by the CONTRACTOR before the date of termination and for which the CONTRACTOR has not been paid, together with all back-up documentation in support of the claim. The failure of the CONTRACTOR to submit a claim within 60 days forever waives any claim by the CONTRACTOR based upon the CITY'S termination for any payment for work claimed by the CONTRACTOR to have not been paid as of the date of termination. CONTRACTOR and the CITY agree to make a good faith effort to resolve any claim submitted by the CONTRACTOR pursuant to this section within thirty days (30) of receipt by the CITY, unless that time is otherwise extended by the parties in writing. If the parties fail to reach an agreement on payment to the CONTRACTOR within the 30 days, the CITY shall pay the amount determined by the CITY to be fair and reasonable, based on the back-up documents provided by the CONTRACTOR and the CITY'S records. In the event the parties do not reach agreement, the CONTRACTOR may pursue its remedies pursuant to Section VIII A below, unless the CONTRACTOR failed to submit the claim within 60 days of termination.

- B. Suspension of work caused by Acts of God, which are beyond the control of the CONTRACTOR, shall not be cause for termination. If such Acts suspend work on the project, any delay caused will be negotiated and an addendum to this contract will be issued, which will be signed by both the CITY and the CONTRACTOR, outlining the time schedule and costs associated with any delay in substantially completing the project.

#### **VII: LIQUIDATED DAMAGE:**

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

#### **VIII: EQUAL EMPLOYMENT OPPORTUNITY:**

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

#### **IX: MISCELLANEOUS:**



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

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

Contractor            Name: BW Enterprises  
                               Address: PO Box 2121  
    Wrangell, Alaska 99929  
                               email: brettwoodbury@gmail.com  
                               Phone: (907) 305-0093


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

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

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

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

The term of the Agreement is dependent upon the nature and extent of the emergency work needed to be performed to ensure the 11-mile Zimovia Highway Landslide site is cleared of debris, search and rescue excavation is satisfied, and the upland slope is reasonably stabilized through any clearing and excavation necessary. The extent of work to be performed is not concrete and as such this Agreement will start on November 21<sup>st</sup>, 2023 and will terminate once work is completed unless termination is executed in accordance with other provisions in Section VI of this Agreement. If the CONTRACTOR exceeds the terms of compensation outlined, CITY and CONTRACTOR will amend this Agreement to account for additional cost incurred beyond the initial threshold set. CONTRACTOR warrants and represents that the person who executes and signs this Agreement on behalf of the CONTRACTOR is lawfully authorized to execute and sign the Agreement, and to bind CONTRACTOR to the terms and conditions of the Agreement and the RFB or any job assigned.

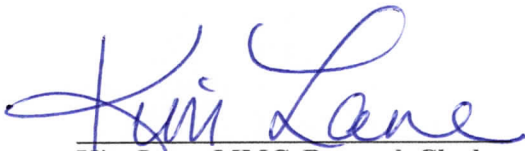
  
Interim Borough Manager  
For the City and Borough of Wrangell

  
Contractor  
For: BW Enterprises

Date: 11/21/2023

Date: 11/21/2023

**ATTEST:**

  
Kim Lane, MMC, Borough Clerk  
(SEAL)

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	April 24, 2024
	<u>Agenda Section</u>	<b>13</b>

RESOLUTION NO 04-24-1861 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE FY 2024 BUDGET IN THE GENERAL FUND ADDING \$20,000 TO THE FINANCE DEPARTMENT INFORMATION TECHNOLOGY EXPENDITURES LINE ITEM FOR ACCOUNTING SOFTWARE AND IMPLEMENTATION

### SUBMITTED BY:

Mason Villarma, Finance Director  
Tammy Stromberg, Controller

### FISCAL NOTE:

**Expenditure Required: \$123,640 Total**

**Fiscal Year (FY): 24** Amount: \$69,316

**Fiscal Year (FY): 25** Amount: \$54,324

### **Amount Budgeted:**

FY: 24 \$ 164,865

### **Account Number(s):**

11000 003 7503

### **Account Name(s):**

Internet Technology

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

\$50,609.89

### Reviews/Approvals/Recommendations

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

### ATTACHMENTS:

- RES 04-24-1861
- Contract and proposal for Tyler Technologies.

### **RECOMMENDATION MOTION:**

Move to Approve Resolution No. 04-24-1861.

**SUMMARY STATEMENT:**

The finance department has long been in need of updated accounting software that will provide for the efficient operation of automated workflow for leave, purchasing, human resources/payroll transactions and enable efficient grant and budget to actual financial reporting.

The finance department has collaboratively reviewed several accounting systems and determined Tyler Technologies ERP Pro as the software package that provides the best fit for Borough operations. Tyler Technologies is a national firm well positioned to keep up with technological changes and provide security for the sensitive Borough information that would be stored on their system. The contract encompasses both an annual software as service fees as well as one-time implementation fees. If approved the Borough would begin implementation after the completion of the annual audit and plan to take the general ledger and payroll live by January 2024 with utilities billing and sales tax implementation to lag by a month or two. Tyler applications also offer provide third-party authentication features needed to secure the Borough's financial system.

The Borough has met procurement obligations as a member of Sourcewell cooperative purchasing under Solicitation Number: RFP #090320; and, will receive a 10% discount of the market price for annual software as service fees.



## CITY AND BOROUGH OF WRANGELL, ALASKA

RESOLUTION No. 04-24-1861

A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE FY 2024 BUDGET IN THE GENERAL FUND ADDING \$20,000 TO THE FINANCE DEPARTMENT INFORMATION TECHNOLOGY EXPENDITURES LINE ITEM FOR ACCOUNTING SOFTWARE AND IMPLEMENTATION

**WHEREAS**, updated accounting software is needed to provide more efficient, timely financial reporting, grant tracking and automated workflow; and

**WHEREAS**, the total FY24 cost of the software service and implementation is \$69,316; and

**WHEREAS**, a budget amendment totaling \$20,000 is required to cover the FY24 expense of the software subscription and implementation services.

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

Section 1. The FY 2024 Budget in the General Fund Finance Department is amended to increase the Information Technology line item to reflect an increase of \$20,000.00.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY & BOROUGH OF WRANGELL, ALASKA THIS 23TH DAY OF April 2024.

\_\_\_\_\_  
Patricia Gilbert, Borough Mayor

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

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	April 23, 2024
	<u>Agenda Section</u>	<b>13</b>

Approval of a contract to purchase Tyler Technology ERP Pro cloud- based software as service and implementation services

SUBMITTED BY:

Mason Villarma, Finance Director  
Tammy Stromberg, Controller

FISCAL NOTE:

**Expenditure Required: \$XXX Total**

**Fiscal Year (FY): 24**      Amount: \$69,316

**Fiscal Year (FY): 25**      Amount: \$54,324

**Amount Budgeted:**

FY: 24      \$ 164,865

**Account Number(s):**

11000 003 7503

**Account Name(s):**

Internet Technology

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

\$50,609.89

Reviews/Approvals/Recommendations

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

ATTACHMENTS:

1. Contract and proposal for Tyler Technologies.

**RECOMMENDATION MOTION:**

Move to Approve the Tyler Technologies contract for cloud-based accounting software and implementation services in the total amount of \$123,676 and authorizing the purchase of \$69,316 for the financial management module during FY24 and \$54,324 for the customer relationship module during FY25.

**SUMMARY STATEMENT:**

The finance department has long been in need of updated accounting software that will provide for the efficient operation of automated workflow for leave, purchasing, human resources/payroll transactions and enable efficient grant and budget to actual financial reporting.

The finance department has collaboratively reviewed several accounting systems and determined Tyler Technologies ERP Pro as the software package that provides the best fit for Borough operations. Tyler Technologies is a national firm well positioned to keep up with technological changes and provide security for the sensitive Borough information that would be stored on their system. The contract encompasses both an annual software as service fees as well as one-time implementation fees. If approved the Borough would begin implementation after the completion of the annual audit and plan to take the general ledger and payroll live by January 2024 with utilities billing and sales tax implementation to lag by a month or two. Tyler applications also offer provide third-party authentication features needed to secure the Borough's financial system.

The Borough has met procurement obligations as a member of Sourcewell cooperative purchasing under Solicitation Number: RFP #090320; and, will receive a 10% discount of the market price for annual software as service fees.



## SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

### SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Service Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means the City and Borough of Wrangell, Alaska.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary. If Exhibit A contains Enterprise Permitting & Licensing labeled software, defined users mean the maximum number of named users that are authorized to use the Enterprise Permitting & Licensing labeled modules as indicated in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.

- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Order Form”** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party SaaS Services”** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties’ products or services, as applicable, and attached or indicated at Exhibit D.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

## SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software,

as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. Ownership.
  - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
  - 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
  - 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.
6. SaaS Services.
  - 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a



summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a 3rd party data center, we will provide available compliance reports for that data center.

- 6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.
- 6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored.
- 6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.5 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.7 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

6.9 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

## SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If you cancel services less than four (4) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) daily fees associated with cancelled professional services if we are unable to reassign our personnel and (b) any non-refundable travel expenses already incurred by us on your behalf. We will make all reasonable efforts to reassign personnel in the event you cancel within four (4) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
  - 9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
  - 9.2 provide support during our established support hours;
  - 9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
  - 9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
  - 9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at

least one (1) weeks' advance notice.

#### **SECTION D – THIRD PARTY PRODUCTS**

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.
  - 3.1 We are authorized by each Developer to grant access to the Third Party Software.
  - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
  - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

#### **SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES**

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

## SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is equal to the number of years indicated for SaaS Services in Exhibit A, commencing on the first day of the first month following the Effective Date, unless earlier terminated as set forth below. If no duration is indicated in Exhibit A, the initial term is one (1) year. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
  - 2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
  - 2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
  - 2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
  - 2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

## SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.
  - 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

- 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
  - 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
  - 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.
2. General Indemnification.
    - 2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
    - 2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.
  3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.**
  4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO**



**YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).**

5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

## **SECTION H – GENERAL TERMS AND CONDITIONS**

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. **Dispute Resolution.** You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
  - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
  - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
  - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
  - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Quarantining of Client Data. Some services provided by Tyler require us to be in possession of your Data. In the event we detect malware or other conditions associated with your Data that are

reasonably suspected of putting Tyler resources or other Tyler clients' data at risk, we reserve the absolute right to move your Data from its location within a multi-tenancy Tyler hosted environment to an isolated "quarantined" environment without advance notice. Your Data will remain in such quarantine for a period of at least six (6) months during which time we will review the Data, and all traffic associated with the Data, for signs of malware or other similar issues. If no issues are detected through such reviews during the six (6) month period of quarantine, we will coordinate with you the restoration of your Data to a non-quarantined environment. In the event your Data must remain in quarantine beyond this six (6) month period through no fault of Tyler's, we reserve the right to require payment of additional fees for the extended duration of quarantine. We will provide an estimate of what those costs will be upon your request.

19. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
21. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
22. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
23. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at <https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.
24. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement
	Schedule 1: Support Call Process
Exhibit D	Third Party Terms
Exhibit E	Statement of Work

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

City and Borough of Wrangell, AK

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Address for Notices:

Tyler Technologies, Inc.  
One Tyler Drive  
Yarmouth, ME 04096  
Attention: Chief Legal Officer

Address for Notices:

City and Borough of Wrangell  
PO Box 531  
Wrangell, AK 99929  
**Attention:** \_\_\_\_\_



## **Exhibit A**

### **Investment Summary**

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date.

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**Sales Quotation For:**  
City and Borough of Wrangell  
PO Box 531  
Wrangell AK 99929-0531

Quoted BY           David Snow  
Quote Expiration   9/11/24  
Quote Name

Tyler Annual Software – SaaS	
Description	Annual
ERP Pro powered by Incode	
ERP Pro 10 Financial Management Suite	
Core Financials	\$ 12,214
Fixed Assets	\$ 1,415
Human Resources Management (Includes Position Budgeting)	\$ 4,498
Employee Access Pro	\$ 0
Project Accounting	\$ 2,569
ERP Pro 10 Customer Relationship Management Suite	
Utility Billing Water/Gas	\$ 6,427
Cashiering	\$ 1,415
Utility Access	\$ 336
Sales Tax	\$ 7,073
Service Orders Mobile	\$ 643
Tyler One	

Tyler Annual Software – SaaS		
Description		Annual
Identity		
Identity Workforce Advanced [6]		\$ 36
TOTAL:		\$ 36,626
Term # of Years:	3	

Tyler Fees per Transaction	
Description	Net Unit Price
ERP Pro powered by Incode	
ERP Pro 10 Customer Relationship Management Suite	
Utility Access Transactions	\$ 2.00

Services		
Description	Hours/Units	Extended Price
ERP Pro 10 Financial Management Suite		
Professional Services	276	\$ 40,020
Data Conversion Services		\$ 7,000
Project Management	1	\$ 1,600
ERP Pro 10 Customer Relationship Management Suite		
Professional Services	234	\$ 33,930
Data Conversion Services		\$ 3,250
Project Management	1	\$ 1,250
TOTAL:		\$ 87,050

Summary	One Time Fees	Recurring Fees
Total SaaS		\$ 36,626
Total Tyler Services	\$ 87,050	
Summary Total	\$ 87,050	\$ 36,626

Comments

Work will be delivered remotely unless otherwise noted in this agreement.  
SaaS is considered a term of one year unless otherwise indicated.

Cashiering

Cashiering supports credit/debit cards, is PCI Compliant, and includes a cash collection interface and a cashiering receipt import.

Utility Access

Utility Access Component displays the current status (late, cut off etc), the action needed to avoid penalty, current balance, deposits on file (optional), last payment date, last payment amount, payment arrangements on file, last bill amount, last bill date, bill due date, contracts on file and status, transaction history (online payments). Payment packet is created to be imported to utility system. Address information includes legal description, precinct, school district, and services at address(subject to data availability). Includes consumption history by service (including graphs), request for service (optional), information change request (optional), security -SSL (secure socket layer).

Core Financials

Core Financials includes general ledger, budget prep, bank recon, AP, CellSense, a standard forms pkg, output director, positive pay, secure signatures.

Utility Billing Water/Gas

Utility CIS System includes collections, tax lien process and import, a standard forms pkg., output director and one Utility handheld meter-reader interface.

Identity Workforce Advanced [6]

Tyler's Identity Workforce currently supports the following identity providers (IdP's) for use with Tyler back-office solutions: Microsoft Active Directory through Azure AD, ADFS or Okta AD agent, Google Cloud Identity, Identity Automation RapidIdentity, and Okta. Any requirement by you to use an IdP not supported by Tyler may require additional costs, available upon request. Identity Workforce SaaS Fees are based on user counts. Year one SaaS Fee is based on estimated user count as indicated in this order. Unless otherwise agreed by the parties, the SaaS Fee for each subsequent annual term is based on the preceding annual term's annual user count.

Utility Access Transactions

Utility Access Transactions: Note that the customer pays a fee per transaction for payment on-line.

Human Resources Management /Payroll History Data Conversion

Human Resources Management History conversion includes unlimited historical records.

Human Resources Management Employee Records Conversion

Human Resources Management/Payroll conversion includes employee master and current direct deposit - additional fee for historical views.

General Ledger History Data Conversion	General Ledger History conversion includes unlimited historical records
General Ledger Data Conversion	General Ledger conversions include Chart of Accounts - additional fee for historical views.
Accounts Payable History Data Conversion	Accounts Payable History conversion includes unlimited historical records
Accounts Payable Data Conversion	Accounts Payable conversions include Vendor Master Only - additional fee for historical views.
Sales Tax Data Conversion	Sales Tax conversions include ST Master (contacts properties) and current year returns transactions.



## Exhibit B

### Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

**Invoicing:** We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. SaaS Fees. SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
2. Other Tyler Software and Services.
  - 2.1 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
  - 2.2 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
  - 2.3 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
  - 2.4 *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.
  - 2.5 *Other Fixed Price Services:* Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
  - 2.6 *Web Services:* Annual fees for web services are payable in advance, commencing upon the availability of the service. Your annual fees for the initial term are set forth in the



Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.

2.7 *Annual Services*: Unless otherwise indicated in this Exhibit B, fees for annual services are due annually, in advance, commencing on the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.

3. Third Party Products and Hardware.

3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

3.2 *Third Party Software Maintenance*: The first year maintenance fee for the Third Party Software is invoiced when we make it available to you for downloading. Subsequent annual maintenance fees for Third Party Software are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.

3.3 *Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

3.4 *Hardware Maintenance*: The first year maintenance fee for Hardware is invoiced upon delivery of the hardware. Subsequent annual maintenance fees for hardware are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.

3.5 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary. For the avoidance of doubt, Finite Matters will invoice Client directly for any services fees for Pattern Stream.

3.6 *Third Party SaaS*: Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party's then-current rates.

4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in the Investment Summary and may be increased by Tyler upon notice of no less than thirty (30) days.

5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B as Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

**Payment**. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting [AR@tylertech.com](mailto:AR@tylertech.com).



**Exhibit B**  
**Schedule 1**  
**Business Travel Policy**

**1. Air Travel**

**A. Reservations & Tickets**

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

**B. Baggage Fees**

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

## 2. Ground Transportation

### A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

### B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

### C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

### D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

## 3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

#### 4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at [www.gsa.gov/perdiem](http://www.gsa.gov/perdiem).

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

##### A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

###### Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

###### Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

\*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

##### B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.\*

\*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

## 5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

## 6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



## Exhibit C

### SERVICE LEVEL AGREEMENT

#### I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

**II. Definitions.** Except as defined below, all defined terms have the meaning set forth in the Agreement.

*Actual Attainment:* The percentage of time the Tyler Software is available during a calendar month, calculated as follows: (Service Availability – Downtime) ÷ Service Availability.

*Client Error Incident:* Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

*Downtime:* Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

*Emergency Maintenance Window:* (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

*Planned Downtime:* Downtime that occurs during a Standard or Emergency Maintenance window.

*Service Availability:* The total number of minutes in a calendar month that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure. Service Availability only applies to Tyler Software being used in the live production environment.

*Standard Maintenance:* Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

#### III. Service Availability

##### a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

##### b. Our Responsibilities





When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, denial of service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS Fees paid for the calendar month.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable month. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Credits are only payable when Actual Attainment results in eligibility for credits in consecutive months and only for such consecutive months.

Client Relief Schedule	
Actual Attainment	Client Relief
99.99% - 99.70%	Remedial action will be taken
99.69% - 98.50%	2% of SaaS Fees paid for applicable month
98.49% - 97.50%	4% of SaaS Fees paid for applicable month
97.49% - 96.50%	6% of SaaS Fees paid for applicable month
96.49% - 95.50%	8% of SaaS Fees paid for applicable month
Below 95.50%	10% of SaaS Fees paid for applicable month

\* Notwithstanding language in the Agreement to the contrary, Recovery Point Objective is one (1) hour.

**IV. Maintenance Notifications**

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable, that the Tyler Software will be unavailable during the maintenance window.



## Exhibit C Schedule 1 Support Call Process

### Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users\*:

- (1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most “how-to” and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
- (2) Email – for less urgent situations, users may submit emails directly to the software support group.
- (3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

*\* Channel availability may be limited for certain applications.*

### Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – [www.tylertech.com](http://www.tylertech.com) – for accessing client tools, documentation, and other information including support contact information.
- (2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
- (3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (4) Tyler University – online training courses on Tyler products.

### Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, we will provide you with procedures for contacting



support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

## Incident Handling

### *Incident Tracking*

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler's Customer Portal or by calling software support directly.

### *Incident Priority*

Each incident is assigned a priority level, which corresponds to the Client's needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a "confirmed support incident" mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets*
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

*\*Response and Resolution Targets may differ by product or business need*

### *Incident Escalation*

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

### *Remote Support Tool*

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



## Exhibit D Third Party Terms

Cornerstone OnDemand Terms. Your use of Cornerstone OnDemand software and services is subject to terms found here: <chrome-extension://efaidnbmninnipcbajpcglclefindmkaj/https://s3.us-east-1.amazonaws.com/sumtotalsystems.com/prod/images/cornerstone-terms-of-use.pdf>. By signing a Tyler Agreement or Order Form including Cornerstone software or services, or accessing, installing, or using Cornerstone software or services, you agree that you have read, understood, and agree to such terms.

DocOrigin Terms. Your use of Tyler Forms software and forms is subject to the DocOrigin End User License Agreement available for download here: <https://eclipsecorp.us/eula/>. By signing a Tyler Agreement or Order Form including Tyler forms software or forms, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.

Emphasys Terms. Your use of SymPro software and services is governed by terms available here: <https://tylertech.com/portals/0/terms/Emphasys-Software-Agreement/Emphasys-Software-Agreement.pdf>. By signing a Tyler Agreement or Order Form containing such software or services, or accessing, installing, or using SymPro software or services, you agree that you have read, understood, and agree to such terms.

Fire Prevention Mobile Terms. Your use of Tyler's Fire Prevention Mobile solutions is subject to the terms found here: <https://www.tylertech.com/terms/fire-prevention-mobile-third-party-terms>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using the Fire Prevention Mobile solution, you agree that you have read, understood, and agree to such terms.

Pattern Stream Terms. Your use of Pattern Stream software and services is subject to the terms found here: <https://www.tylertech.com/terms/finite-matters-ltd-consolidated-terms>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Pattern Stream software or services, you agree that you have read, understood, and agree to such terms.

Quatred Terms. Your use of Quatred solutions is subject to the End User License Agreement terms found here: <https://www.quatred.com/eula>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Quatred solutions provided to you by Tyler, you agree that you have read, understood, and agree to such terms.

ThinPrint Terms. Your use of Tyler Forms software and forms is subject to the End User License Agreement terms for ThinPrint Engine, ThinPrint License Server, and Connected Gateway found here: <https://www.thinprint.com/en/legal-notes/eula/>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.



Twilio Acceptable Use Policy. Your use of the Tyler solutions listed below includes functionality provided by a Third Party Developer, Twilio. Your rights, and the rights of any of your end users, to use said functionality are subject to the terms of the Twilio Acceptable Use Policy, available at <http://www.twilio.com/legal/aup>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any such Tyler solution, you certify that you have reviewed, understand and agree to said terms. Tyler hereby disclaims any and all liability related to your or your end user's failure to abide by the terms of the Twilio Acceptable Use Policy. Any liability for failure to abide by said terms shall rest solely with the person or entity whose conduct violated said terms.

- Electronic Warrants
- Online Dispute Resolution
- Enterprise Justice Notifications Add On (text notifications)
- Absence & Substitute
- Notify
- Enterprise Jury Manager
- Enterprise Supervision
- Virtual Court





**Exhibit E**  
**Statement of Work**

# City and Borough of Wrangell

SOW from Tyler Technologies, Inc.

4/9/2024

Presented to:  
Tammy Stromberg  
205 Brueger Street  
Wrangell, AK 99929

Contact:  
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Email: David.Snow@TylerTech.com  
5519 53rd St., Lubbock, TX 79414

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# Part 1: Executive Summary

## 1. Project Overview

### 1.1 Introduction

Tyler Technologies (“Tyler”) is the largest and most established provider of integrated software and technology services focused solely on the public sector. Tyler’s end-to-end solutions empower public sector entities including local, state, provincial and federal government, to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler’s solutions transform how clients gain actionable insights that solve problems in their communities.

### 1.2 Project Goals

This Statement of Work (“SOW”) documents the methodology, implementation stages, activities, and roles and responsibilities, and project scope listed in the Investment Summary of the Agreement between Tyler and the Wragell, AK (collectively the “Project”).

The overall goals of the project are to:

- Successfully implement the contracted scope on time and on budget
- Increase operational efficiencies and empower users to be more productive
- Improve accessibility and responsiveness to external and internal customer needs
- Overcome current challenges and meet future goals

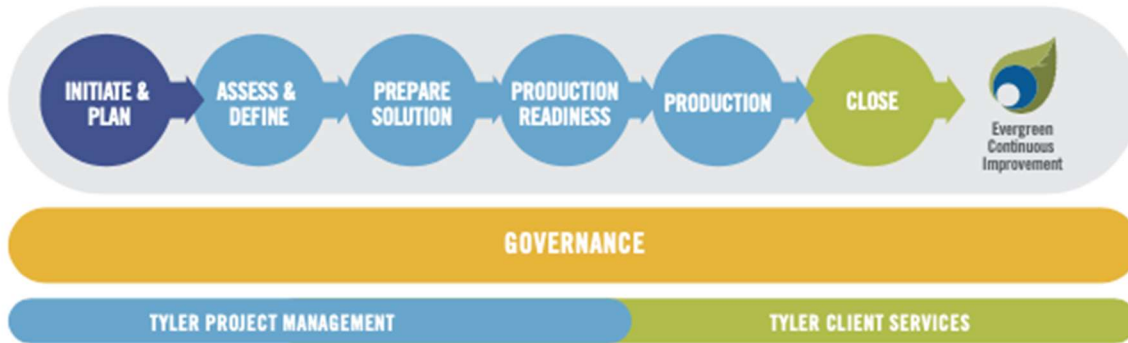
### 1.3 Methodology

This is accomplished by the Wragell, AK and Tyler working as a partnership and Tyler utilizing its depth of implementation experience. While each Project is unique, all will follow Tyler’s six-stage methodology. Each of the six stages is comprised of multiple work packages, and each work package includes a narrative description, objectives, tasks, inputs, outputs/deliverables, assumptions, and a responsibility matrix.

Tailored specifically for Tyler’s public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the Wragell, AK’s complexity and organizational needs.



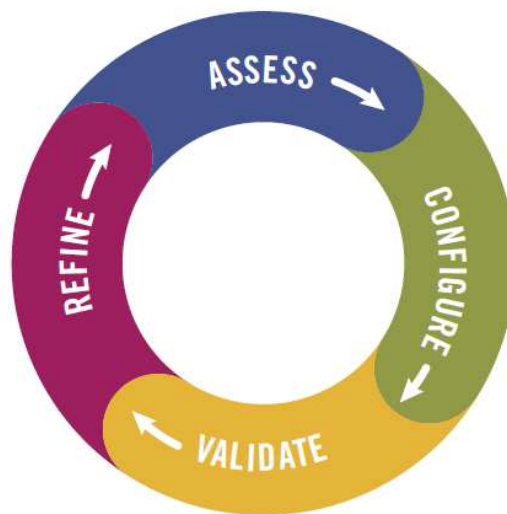
## Tyler's Six Stage Project Methodology



The methodology adapts to both single-phase and multiple-phase projects.

To achieve Project success, it is imperative that both the Wrangell, AK and Tyler commit to including the necessary leadership and governance. During each stage of the Project, it is expected that the Wrangell, AK and Tyler Project teams work collaboratively to complete tasks. An underlying principle of Tyler's Implementation process is to employ an iterative model where the Wrangell, AK's business processes are assessed, configured, validated, and refined cyclically in line with the project budget. This approach is used in multiple stages and work packages as illustrated in the graphic below.

## Iterative Project Model



The delivery approach is systematic, which reduces variability and mitigates risks to ensure Project success. As illustrated, some stages, along with work packages and tasks, are intended to be overlapping by nature to complete the Project efficiently and effectively.





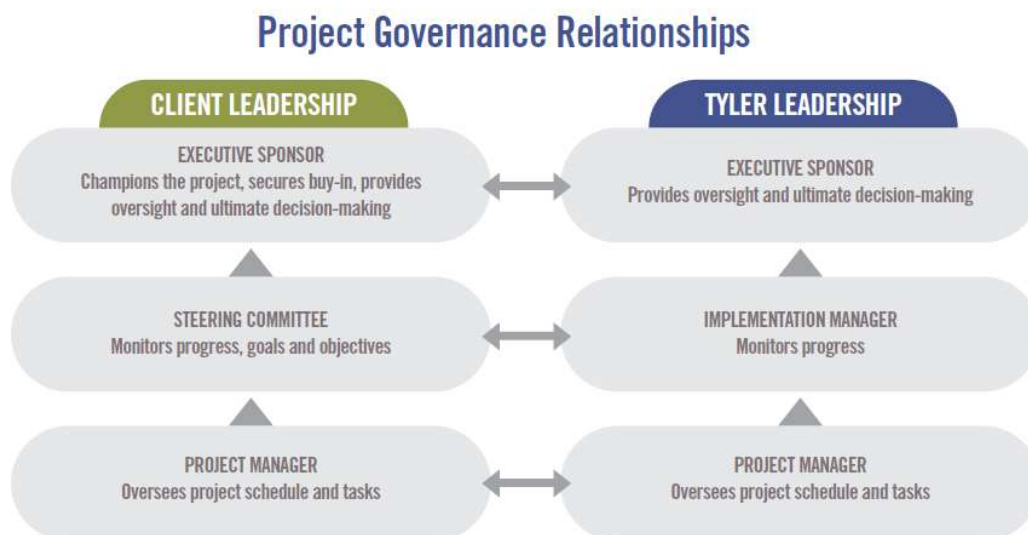
# Part 2: Project Foundation

## 2. Project Governance

Project governance is the management framework within which Project decisions are made. The role of Project governance is to provide a decision-making approach that is logical, robust, and repeatable. This allows organizations to have a structured approach for conducting its daily business in addition to project related activities.

This section outlines the resources required to meet the business needs, objectives, and priorities for the Project, communicate the goals to other Project participants, and provide support and guidance to accomplish these goals. Project governance defines the structure for escalation of issues and risks, Change Control review and authority, and Organizational Change Management activities. Throughout the Statement of Work Tyler has provided RACI Matrices for activities to be completed throughout the implementation which will further outline responsibilities of different roles in each stage. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

The chart below illustrates an overall team perspective where Tyler and the Wragell, AK collaborate to resolve Project challenges according to defined escalation paths. If project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and the Wragell, AK Steering Committee become the escalation points to triage responses prior to escalation to the Wragell, AK and Tyler executive sponsors. As part of the escalation process, each Project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. The Wragell, AK and Tyler executive sponsors serve as the final escalation point.



### 3. Project Scope Control

#### 3.1 Managing Scope and Project Change

Project Management governance principles contend that there are three connected constraints on a Project: budget, timeline, and scope. These constraints, known as the “triple constraints” or project management triangle, define budget in terms of financial cost, labor costs, and other resource costs. Scope is defined as the work performed to deliver a product, service or result with the specified features and functions, while time is simply defined as the schedule. The Triple Constraint theory states that if you change one side of the triangle, the other two sides must be correspondingly adjusted. For example, if the scope of the Project is increased, cost and time to complete will also need to increase. The Project and executive teams will need to remain cognizant of these constraints when making impactful decisions to the Project. A simple illustration of this triangle is included here, showing the connection of each item and their relational impact to the overall Scope.



A pillar of any successful project is the ability to properly manage scope while allowing the appropriate level of flexibility to incorporate approved changes. Scope and changes within the project will be managed using the change control process outlined in the following section.

#### 3.2 Change Control

It may become necessary to change the scope of this Project due to unforeseeable circumstances (e.g., new constraints or opportunities are discovered). This Project is being undertaken with the understanding that Project scope, schedule, and/or cost may need to change to produce optimal results for stakeholders. Changes to contractual requirements will follow the change control process specified in the final contract, and as described below.

#### 3.3 Change Request Management

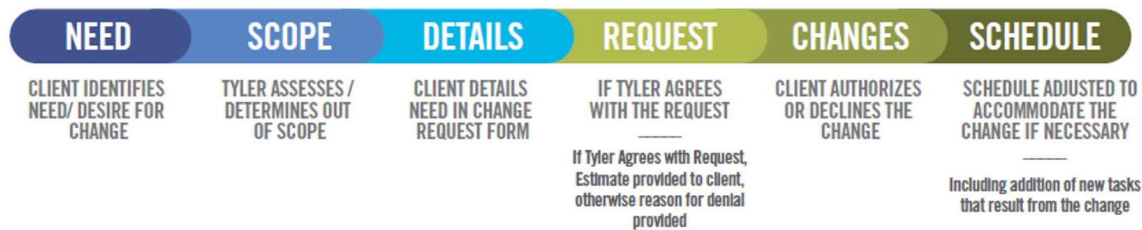
Should the need for a change to Project scope, schedule, and/or cost be identified during the Project, the change will be brought to the attention of the Steering Committee and an assessment of the change will occur. While such changes may result in additional costs and delays relative to the schedule, some changes may result in less cost to the Wrangell, AK; for example, the Wrangell, AK may decide it no longer needs a deliverable originally defined in the Project. The Change Request will include the following information:



- The nature of the change.
- A good faith estimate of the additional cost or associated savings to the Wragell, AK, if any.
- The timetable for implementing the change.
- The effect on and/or risk to the schedule, resource needs or resource responsibilities.

The Wragell, AK will use its good faith efforts to either approve or disapprove any Change Request within ten (10) Business Days (or other period as mutually agreeable between Tyler and the Wragell, AK). Any changes to the Project scope, budget, or timeline must be documented and approved in writing using a Change Request form. These changes constitute a formal amendment to the Statement of Work and will supersede any conflicting term in the Statement of Work.

## Change Request Process



## 4. Acceptance Process

The implementation of a Project involves many decisions to be made throughout its lifecycle. Decisions will vary from higher level strategy decisions to smaller, detailed Project level decisions. It is critical to the success of the Project that each Wragell, AK office or department designates specific individuals for making decisions on behalf of their offices or departments.

Both Tyler and the Wragell, AK will identify representative project managers. These individuals will represent the interests of all stakeholders and serve as the primary contacts between the two organizations.

The coordination of gaining Wragell, AK feedback and approval on Project deliverables will be critical to the success of the Project. The Wragell, AK project manager will strive to gain deliverable and decision approvals from all authorized Wragell, AK representatives. Given that the designated decision-maker for each department may not always be available, there must be a designated proxy for each decision point in the Project. Assignment of each proxy will be the responsibility of the leadership from each Wragell, AK department. The proxies will be named individuals that have the authorization to make decisions on behalf of their department.

The following process will be used for accepting Deliverables and Control Points:

- The Wragell, AK shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If the Wragell, AK does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If the Wragell, AK does not agree the Deliverable or Control Point meets requirements, the Wragell, AK shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The Wragell, AK shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the Wragell, AK does not provide acceptance within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

## 5. Roles and Responsibilities

The following defines the roles and responsibilities of each Project resource for the Wragell, AK and Tyler. Roles and responsibilities may not follow the organizational chart or position descriptions at the Wragell, AK, but are roles defined within the Project. It is common for individual resources on both the Tyler and Wragell, AK project teams to fill multiple roles. Similarly, it is common for some roles to be filled by multiple people.

### 5.1 Tyler Roles & Responsibilities

Tyler assigns a project manager prior to the start of each Phase of the Project (some Projects may only be one Phase in duration). Additional Tyler resources are assigned as the schedule develops and as needs arise.



### 5.1.1 Tyler Executive Manager

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the Project team and collaborates with other Tyler department managers as needed to escalate and facilitate implementation Project tasks and decisions.

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying the Wragell, AK 's overall organizational strategy.
- Authorizes required Project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Acts as the counterpart to the Wragell, AK 's executive sponsor.

### 5.1.2 Tyler Implementation Manager

- Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. The Tyler project managers consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler Project Manager or with Wragell, AK management as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level.
- Assigns Tyler Project personnel.
- Provides support for the Project team.
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors Project progress including progress towards agreed upon goals and objectives.

### 5.1.3 Tyler Project Manager

- The Tyler project manager(s) provides oversight of the Project, coordination of Tyler resources between departments, management of the Project budget and schedule, effective risk, and issue management, and is the primary point of contact for all Project related items. As requested by the Wragell, AK, the Tyler Project Manager provides regular updates to the Wragell, AK Steering Committee and other Tyler governance members. Tyler Project Manager's role includes responsibilities in the following areas:

#### 5.1.3.1 Contract Management

- Validates contract compliance throughout the Project.
- Ensures Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions.
- Prepares and presents contract milestone sign-offs for acceptance by the Wragell, AK project manager(s).
- Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.

#### 5.1.3.2 Planning

- Delivers project planning documents.
- Defines Project tasks and resource requirements.
- Develops initial Project schedule and Project Management Plan.



- Collaborates with the Wragell, AK project manager(s) to plan and schedule Project timelines to achieve on-time implementation.

#### 5.1.3.3 Implementation Management

- Tightly manages Scope and budget of Project to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
- Establishes and manages a schedule and Tyler resources that properly support the Project Schedule and are also in balance with Scope/budget.
- Establishes risk/issue tracking/reporting process between the Wragell, AK and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to the Wragell, AK any items that may impact the outcomes of the Project.
- Collaborates with the Wragell, AK 's project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the project.
- Collaborates with the Wragell, AK 's project manager(s) to set a routine communication plan that will aide all Project team members, of both the Wragell, AK and Tyler, in understanding the goals, objectives, status, and health of the Project.

#### 5.1.3.4 Resource Management

- Acts as liaison between Project team and Tyler manager(s).
- Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
- Provides direction and support to Project team.
- Manages the appropriate assignment and timely completion of tasks as defined in the Project Schedule, task list, and Go-Live Checklist.
- Assesses team performance and adjusts as necessary.
- Consulted on in Scope 3rd party providers to align activities with ongoing Project tasks.

#### 5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Documents activities for services performed by Tyler.
- Guides the Wragell, AK through software validation process following configuration.
- Assists during Go-Live process and provides support until the Wragell, AK transitions to Client Services.
- Facilitates training sessions and discussions with the Wragell, AK and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- May provide conversion review and error resolution assistance.

#### 5.1.5 Tyler Sales

- Supports Sales to Implementation knowledge transfer during Initiate & Plan.
- Provides historical information, as needed, throughout implementation.
- Participates in pricing activities if additional licensing and/or services are needed.

#### 5.1.6 Tyler Technical Services

- Maintains Tyler infrastructure requirements and design document(s).
- Involved in system infrastructure planning/review(s).



- Provides first installation of licensed software with initial database on servers.
- Supports and assists the project team with technical/environmental issues/needs.
- Deploys Tyler products.

## 5.2 Wragell, AK Roles & Responsibilities

Wragell, AK resources will be assigned prior to the start of each Phase of the Project. One person may be assigned to multiple Project roles.

### 5.2.1 Wragell, AK Executive Sponsor

The Wragell, AK executive sponsor provides support to the Project by providing strategic direction and communicating key issues about the Project and its overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated Project issues. The executive sponsor engages in the Project, as needed, to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day Project activities. The executive sponsor empowers the Wragell, AK steering committee, project manager(s), and functional leads to make critical business decisions for the Wragell, AK.

- Champions the project at the executive level to secure buy-in.
- Authorizes required project resources.
- Actively participates in organizational change communications.

### 5.2.2 Wragell, AK Steering Committee

The Wragell, AK steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation for the Project's value throughout the organization. The steering committee oversees the Wragell, AK project manager and Project through participation in regular internal meetings. The Wragell, AK steering committee remains updated on all Project progress, Project decisions, and achievement of Project milestones. The Wragell, AK steering committee also serves as primary level of issue resolution for the Project.

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.
- Provides support for the project team.
- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.
- Ensures the project staffed appropriately and that staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:
  - Cost
  - Scope
  - Schedule
  - Project Goals
  - Wragell, AK Policies
  - Needs of other client projects





### 5.2.3 Wragell, AK Project Manager

The Wragell, AK shall assign project manager(s) prior to the start of this project with overall responsibility and authority to make decisions related to Project Scope, scheduling, and task assignment. The Wragell, AK Project Manager should communicate decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When the Wragell, AK project manager(s) do not have the knowledge or authority to make decisions, he or she engages the necessary resources to participate in discussions and make decisions in a timely fashion to avoid Project delays. The Wragell, AK project manager(s) are responsible for reporting to the Wragell, AK steering committee and determining appropriate escalation points.

#### 5.2.3.1 Contract Management

- Validates contract compliance throughout the project.
- Ensures that invoicing and Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions. Collaborates on and approves Change Requests, if needed, to ensure proper scope and budgetary compliance.

#### 5.2.3.2 Planning

- Reviews and accepts project planning documents.
- Defines project tasks and resource requirements for the Wragell, AK project team.
- Collaborates in the development and approval of the project schedule.
- Collaborates with Tyler project manager(s) to plan and schedule project timelines to achieve on-time implementation.

#### 5.2.3.3 Implementation Management

- Tightly manages project budget and scope.
- Collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure that scope changes and budget (planned versus actual) are transparent and handled effectively and efficiently.
- Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the project schedule as a whole and is also in balance with scope and budget.
- Collaborates with Tyler project manager(s) to establish risk and issue tracking and reporting process between the Wragell, AK and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Tyler any items that may impact the outcomes of the project.
- Collaborates with Tyler project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
- Routinely communicates with both the Wragell, AK staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members.
- Manages the requirements gathering process and ensure timely and quality business requirements are being provided to Tyler.

#### 5.2.3.4 Resource Management

- Acts as liaison between project team and stakeholders.
- Identifies and coordinates all Wragell, AK resources across all modules, phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.
- Provides direction and support to project team.



- Builds partnerships among the various stakeholders, negotiating authority to move the project forward.
- Manages the appropriate assignment and timely completion of tasks as defined.
- Assesses team performance and takes corrective action, if needed.
- Provides guidance to Wragell, AK technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution.
- Owns the relationship with in-Scope 3rd party providers and aligns activities with ongoing project tasks.
- Ensures that users have appropriate access to Tyler project toolsets as required.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

#### 5.2.4 Wragell, AK Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Contributes business process expertise for Current & Future State Analysis.
- Identifies and includes additional subject matter experts to participate in Current & Future State Analysis.
- Validates that necessary skills have been retained by end users.
- Provides End Users with dedicated time to complete required homework tasks.
- Acts as an ambassador/champion of change for the new process and provide business process change support.
- Identifies and communicates any additional training needs or scheduling conflicts to the Wragell, AK project manager.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
  - Task completion
  - Stakeholder Meeting
  - Project Management Plan development
  - Schedule development
  - Maintenance and monitoring of risk register
  - Escalation of issues
  - Communication with Tyler project team
  - Coordination of Wragell, AK resources
  - Attendance at scheduled sessions
  - Change management activities
  - Modification specification, demonstrations, testing and approval assistance
  - Data analysis assistance
  - Decentralized end user training
  - Process testing
  - Solution Validation

#### 5.2.5 Wragell, AK Power Users

- Participate in project activities as required by the project team and project manager(s).
- Provide subject matter expertise on the Wragell, AK business processes and requirements.
- Act as subject matter experts and attend Current & Future State Analysis sessions as needed.
- Attend all scheduled training sessions.



- Participate in all required post-training processes as needed throughout project.
- Test all application configuration to ensure it satisfies business process requirements.
- Become application experts.
- Participate in Solution Validation.
- Adopt and support changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Demonstrate competency with Tyler products processing prior to Go-live.
- Provide knowledge transfer to the Wragell, AK staff during and after implementation.
- Participate in conversion review and validation.

### 5.2.6 Wragell, AK End Users

- Attend all scheduled training sessions.
- Become proficient in application functions related to job duties.
- Adopt and utilize changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Utilize software to perform job functions at and beyond Go-live.

### 5.2.7 Wragell, AK Technical Lead

- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Coordinates and adds new users, printers and other peripherals as needed.
- Validates that all users understand log-on process and have necessary permission for all training sessions.
- Coordinates interface development for Wragell, AK third party interfaces.
- Develops or assists in creating reports as needed.
- Ensures on-site system meets specifications provided by Tyler.
- Assists with software installation as needed.
- Extracts and transmits conversion data and control reports from the Wragell, AK's legacy system per the conversion schedule set forth in the project schedule.

#### 5.2.7.1 Wragell, AK Upgrade Coordination

- Becomes familiar with the software upgrade process and required steps.
- Becomes familiar with Tyler's releases and updates.
- Utilizes Tyler resources to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage the Wragell, AK's software upgrade process.
- Assists with the software upgrade process during implementation.
- Manages software upgrade activities post-implementation.
- Manages software upgrade plan activities.
- Coordinates software upgrade plan activities with Wragell, AK and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder acceptance to upgrade production environment.

### 5.2.8 Wragell, AK Change Management Lead

- Validates that users receive timely and thorough communication regarding process changes.
- Provides coaching to supervisors to prepare them to support users through the project changes.



- Identifies the impact areas resulting from project activities and develops a plan to address them proactively.
- Identifies areas of resistance and develops a plan to reinforce the change.
- Monitors post-production performance and new process adherence.



# Part 3: Project Plan

## 6. Project Stages

### Work Breakdown Structure

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called “Stages” and the second level components are called “Work Packages”. The work packages, shown below each stage, contain the high-level work to be done. The detailed Project Schedule, developed during Project/Phase Planning and finalized during subsequent stages, lists the tasks to be completed within each work package. Each stage ends with a “Control Point”, confirming the work performed during that stage of the Project has been accepted by the Wragell, AK.

### Work Breakdown Structure (WBS)

1. Initiate & Plan	2. Assess & Define	3. Prepare Solution	4. Production Readiness	5. Production	6. Close
1.1 Initial Coordination	2.1 Solution Orientation	3.1 Initial System Deployment	4.1 Solution Validation	5.1 Go Live	6.1 Phase Close Out
1.2 Project/Phase Planning	2.2 Current & Future State Analysis	3.2 Configuration	4.2 Go Live Readiness	5.2 Transition to Client Services	6.2 Project Close Out
1.3 GIS Planning*	2.3 Modification Analysis	3.3 Process Refinement	4.3 End User Training	5.3 Post Go Live Activities	
1.4 Infrastructure Planning	2.4 Conversion Assessment	3.4 Conversion Delivery			
1.5 Stakeholder Meeting	2.5 Data Assessment	3.5 Data Delivery			
		3.6 Modifications*			

*\*Items noted with an asterisk in the graphic above relate to specific products and services. If those products and services are not included in the scope of the contract, these specific work packages will be noted as “This work package is not applicable” in Section 6 of the Statement of Work.*



## 6.1 Initiate and Plan

The Initiate and Plan stage involves Project initiation, infrastructure, and planning. This stage creates a foundation for the Project by identifying and establishing sequence and timing for each Phase as well as verifying scope for the Project. This stage will be conducted at the onset of the Project, with a few unique items being repeated for the additional Phases as needed.

### 6.1.1 Initial Coordination

Prior to Project commencement, Tyler management assigns project manager(s). Additional Project resources will be assigned later in the Project as a Project schedule is developed. Tyler provides the Wragell, AK with initial Project documents used to gather names of key personnel, their functional role as it pertains to the Project, as well as any blackout dates to consider for future planning. the Wragell, AK gathers the information requested by the provided deadline ensuring preliminary planning and scheduling can be conducted moving the Project forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with the Wragell, AK's team. During this step, Tyler will work with the Wragell, AK to establish the date(s) for the Project and Phase Planning session.

#### Objectives:

- Formally launch the project.
- Establish project governance.
- Define and communicate governance for Tyler.
- Identify Wragell, AK project team.

STAGE 1	Initial Coordination																
	Tyler								Wragell, AK								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Tyler project team is assigned	A	R	C	I	I	I	I		I		I						
Wragell, AK project team is assigned									A	I	R	I	I	I			
Provide initial project documents to the Wragell, AK		A	R	C			C		I		I						
Gather preliminary information requested			I						A		R	C		C		C	C
Sales to implementation knowledge transfer		A	R	I	I	I	I				I						
Create Project Portal to store project artifacts and facilitate communication		A	R								I						



Inputs	Contract documents
	Statement of Work

Outputs/Deliverables	Working initial project documents
	Project portal

#### Work package assumptions:

- Project activities begin after the agreement has been fully executed.

### 6.1.2 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify applications to implement in each Phase (if applicable), and discuss implementation timeframes.

During this work package Tyler will work with the Wragell, AK to coordinate and plan a formal Project planning meeting(s). This meeting signifies the start of the Project and should be attended by all Wragell, AK Project team members and the Tyler Project Manager. The meeting provides an opportunity for Tyler to introduce its implementation methodology, terminology, and Project management best practices to the Wragell, AK's Project Team. This will also present an opportunity for project managers and Project sponsors to begin to discuss Project communication, metrics, status reporting and tools to be used to measure Project progress and manage change.

Tyler will work with the Wragell, AK Project Team to prepare and deliver the Project Management Plan as an output of the planning meeting. This plan will continue to evolve and grow as the Project progresses and will describe how the project will be executed, monitored, and controlled.

During project planning, Tyler will introduce the tools that will be used throughout the implementation. Tyler will familiarize the Wragell, AK with these tools during project planning and make them available for review and maintenance as applicable throughout the project. Some examples are Solution validation plan, issue log, and go-live checklist.

STAGE 1	Project/Phase Planning																
	Tyler								Wragell, AK								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads





Schedule and conduct planning session(s)		A	R						I		C	C	I				
Develop Project Management Plan		A	R						I		C	C	I				
Develop initial project schedule		A	R	I	I	I	I		I	I	C	C	I	I	C		I

Inputs	Contract documents
	Statement of Work
	Guide to Starting Your Project

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Project Management Plan	Delivery of document
	Project Operational Plan	Delivery of document
	Initial Project Schedule	Wragell, AK provides acceptance of schedule based on resource availability, project budget, and goals.

#### Work package assumptions:

- Wragell, AK has reviewed and completed the Guide to Starting Your Project document.

### 6.1.3 Infrastructure Planning

Procuring required hardware and setting it up properly is a critical part of a successful implementation. This task is especially important for Tyler-hosted/SaaS deployment models. Tyler will be responsible for building the environments for a hosted/SaaS deployment, unless otherwise identified in the Agreement. Tyler will install Licensed Software on application server(s) or train the Wragell, AK to install License Software. The Wragell, AK is responsible for the installation and setup of all peripheral devices.

#### Objectives:

- Ensure the Wragell, AK's infrastructure meets Tyler's application requirements.
- Ensure the Wragell, AK's infrastructure is scheduled to be in place and available for use on time.

STAGE 1	Infrastructure Planning																
	Tyler								Wragell, AK								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads



Provide Infrastructure Requirements and Design Document		A	R		C		C				I						I
Initial Infrastructure Meeting		A	R		C		C				C						C
Schedule SaaS Environment Availability		A	R				C				I						
Schedule Installation of All Licensed Software		A	R				C				I						I
Infrastructure Audit		A	R				C				I						C

Inputs	Initial Infrastructure Requirements
--------	-------------------------------------

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Completed Infrastructure Requirements	Delivery of Requirements
	Infrastructure Audit	System Passes Audit Criteria

### 6.1.4 Stakeholder Meeting

Communication of the Project planning outcomes to the Wrangell, AK Project team, executives and other key stakeholders is vital to Project success. The Stakeholder meeting is a strategic activity to inform, engage, gain commitment, and instill confidence in the Wrangell, AK team. During the meeting, the goals and objectives of the Project will be reviewed along with detail on Project scope, implementation methodology, roles and responsibilities, Project timeline and schedule, and keys to Project success.

#### Objectives:

- Formally present and communicate the project activities and timeline.
- Communicate project expectations.

STAGE 1	Stakeholder Meeting																
	Tyler								Wragell, AK								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Create Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C		I				
Review Stakeholder Meeting Presentation		I	C						A		R		C				



Perform Stakeholder Meeting Presentation	I	A	R	I	I					I	I	C	I	I	I	I	I
--	---	---	---	---	---	--	--	--	--	---	---	---	---	---	---	---	---

Inputs	Agreement
	SOW
	Project Management Plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Stakeholder Meeting Presentation	

#### Work package assumptions:

- None

#### 6.1.5 This work package is not applicable.

#### 6.1.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this stage includes completion of all criteria listed below.

Note: Advancement to the Assess & Define stage is not dependent upon Tyler's receipt of this stage acceptance.

#### Initiate & Plan Stage Deliverables:

- Project Management Plan
- Initial Project Schedule

#### Initiate & Plan stage acceptance criteria:

- All stage deliverables accepted based on acceptance criteria previously defined
- Project governance defined
- Project portal made available to the Wragell, AK
- Stakeholder meeting complete

### 6.2 Assess & Define

The Assess & Define stage will provide an opportunity to gather information related to current Wragell, AK business processes. This information will be used to identify and define business processes utilized with Tyler software. The Wragell, AK collaborates with Tyler providing complete and accurate information to Tyler staff and assisting in analysis, understanding current workflows and business processes.

#### 6.2.1 Solution Orientation

The Solution Orientation provides the Project stakeholders a high-level understanding of the solution functionality prior to beginning the current and future state analysis. The primary goal is to establish a foundation for upcoming conversations regarding the design and configuration of the solution.



Tyler utilizes a variety of tools for the Solution Orientation, focusing on Wragell, AK team knowledge transfer such as: eLearning, documentation, or walkthroughs. The Wragell, AK team will gain a better understanding of the major processes and focus on data flow, the connection between configuration options and outcome, integration, and terminology that may be unique to Tyler's solution.

Objectives:

- Provide a basic understanding of system functionality.
- Prepare the Wragell, AK for current and future state analysis.

STAGE 2	Solution Orientation																
	Tyler								Wragell, AK								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
			A	R							I	I		I	I		I
											A	R		C			C
			A	R							I	I		I	I		I
Provide pre-requisites			A	R							I	I		I	I		I
Complete pre-requisites											A	R		C			C
Conduct orientation			A	R							I	I		I	I		I

Inputs	Solution orientation materials
	Training Plan

## 6.2.2 Current & Future State Analysis

The Current & Future State Analysis provides the Project stakeholders and Tyler an understanding of process changes that will be achieved with the new system.

The Wragell, AK and Tyler will evaluate current state processes, options within the new software, pros and cons of each based on current or desired state and make decisions about the future state configuration and processing. This may occur before or within the same timeframe as the configuration work package. The options within the new software will be limited to the scope of this implementation and will make use of standard Tyler functionality.

The Wragell, AK will adopt the existing Tyler solution wherever possible to avoid project schedule and quality risk from over customization of Tyler products. It is the Wragell, AK's responsibility to verify that in-scope requirements are being met throughout the implementation if functional requirements are defined as part of the contract. The following guidelines will be followed when evaluating if a modification to the product is required:

- A reasonable business process change is available.
- Functionality exists which satisfies the requirement.
- Configuration of the application satisfies the requirement.
- An in-scope modification satisfies the requirement.



Requirements that are not met will follow the agreed upon change control process and can have impacts on the project schedule, scope, budget, and resource availability.

STAGE 2	Current & Future State Analysis																
	Tyler								Wragell, AK								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Current State process review			A	R	I	I	I				C	C	C	C			C
Discuss future-state options			A	R	C	C	C				C	C	C	C			C
Make future-state decisions (non-COTS)			C	C	C	C	C				A	R	I	C			C
Document anticipated configuration options required to support future state			A	R	C	C	C				I	I	I	I			I

Inputs	Wragell, AK current state documentation
	Solution Orientation completion

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Documentation that describes future-state decisions and configuration options to support future-state decisions.	Delivery of document

#### Work package assumptions:

- Wragell, AK attendees possess sufficient knowledge and authority to make future state decisions.
- The Wragell, AK is responsible for any documentation of current state business processes.
- The Wragell, AK can effectively communicate current state processes.

### 6.2.3 Conversion Assessment

Data Conversions are a major effort in any software implementation. Tyler's conversion tools facilitate the predictable, repeatable conversion process that is necessary to support a successful transition to the Tyler system. The first step in this process is to perform an assessment of the existing ("legacy") system(s), to better understand the source data, risks, and options available. Once the data has been analyzed, the plan for data conversion is completed and communicated to the appropriate stakeholders.

#### Objectives:



- Communicate a common understanding of the project goals with respect to data.
- Ensure complete and accurate source data is available for review/transfer.
- Map the data from the source to the Tyler system.
- Document the data conversion/loading approach.

STAGE 2	Data Conversion Assessment																
	Tyler								Wrangell, AK								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Extract Data from Source Systems			I		C						A						R
Review and Scrub Source Data			I	I	I						A	R		C			I
Build/Update Data Conversion Plan			R	C	C						C	I	I	I			I

Inputs	Wrangell, AK Source data
	Wrangell, AK Source data Documentation (if available)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data Conversion Plan built/updated	Wrangell, AK Acceptance of Data Conversion Plan, if Applicable

#### Work package assumptions:

- Tyler will be provided with data from the Legacy system(s) in a mutually agreed upon format.
- Tyler will work with the Wrangell, AK representatives to identify business rules before writing the conversion.
- Wrangell, AK subject matter experts and resources most familiar with the current data will be involved in the data conversion planning effort.

#### 6.2.4 This work package is not applicable.

#### 6.2.5 This work package is not applicable.

#### 6.2.6 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.



Note: Advancement to the Prepare Solution Stage is dependent upon Tyler's receipt of the Stage Acceptance.

#### Assess & Define Stage Deliverables:

- Documentation of future state decisions and configuration options to support future state decisions.
- Modification specification document.
- Assess & Define Stage Acceptance Criteria:
- All stage deliverables accepted based on criteria previously defined.
- Solution Orientation is delivered.
- Conversion data extracts are received by Tyler.
- Data conversion plan built.

## 6.3 Prepare Solution

During the Prepare Solution stage, information gathered during the Initiate & Plan and Assess & Define stages will be used to install and configure the Tyler software solution. Software configuration will be validated by the Wragell, AK against future state decisions defined in previous stages and processes refined as needed to ensure business requirements are met.

### 6.3.1 Initial System Deployment

The timely availability of the Tyler Solution is important to a successful Project implementation. The success and timeliness of subsequent work packages are contingent upon the initial system deployment of Tyler Licensed Software on an approved network and infrastructure. Delays in executing this work package can affect the project schedule.

#### Objectives:

- All licensed software is installed and operational.
- The Wragell, AK can access the software.

STAGE 3	Initial System Deployment (Hosted/SaaS)*																
	Tyler							Wragell, AK									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Prepare hosted environment			A				R				I						C
Install Licensed Software with Initial Database on Server(s) for			A				R				I						C





Included Environments																	
Install Licensed Software on Wragell, AK Devices (if applicable)			I				C				A						R
Tyler System Administration Training (if applicable)			A				R				I						C

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Licensed Software is Installed on the Server(s)	Software is accessible
	Licensed Software is Installed on Wragell, AK Devices (if applicable)	Software is accessible
	Installation Checklist/System Document	System meets prescribed checklist
	Infrastructure Design Document (C&J – If Applicable)	

#### Work package assumptions:

- The most current available version of the Tyler Licensed Software will be installed.
- The Wragell, AK will provide network access for Tyler modules, printers, and Internet access to all applicable Wragell, AK and Tyler Project staff.

### 6.3.2 Configuration

The purpose of Configuration is to prepare the software product for validation.

Tyler staff collaborates with the Wragell, AK to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. The Wragell, AK collaborates with Tyler staff iteratively to validate software configuration.

#### Objectives:

- Software is ready for validation.
- Educate the Wragell, AK Power User how to configure and maintain software.
- Prepare standard interfaces for process validation (if applicable).

STAGE 3	Configuration	
	Tyler	Wragell, AK



RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Conduct configuration training			A	R							I	C		C			
Complete Tyler configuration tasks (where applicable)			A	R							I	I		I			
Complete Wragell, AK configuration tasks (where applicable)			I	C							A	R		C			
Standard interfaces configuration and training (if applicable)			A	R			C				I	C		C			C
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Documentation that describes future state decisions and configuration options to support future state decisions.
--------	--

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Configured System	

#### Work package assumptions:

- Tyler provides guidance for configuration options available within the Tyler software. The Wragell, AK is responsible for making decisions when multiple options are available.

### 6.3.3 Process Refinement

Tyler will educate the Wragell, AK users on how to execute processes in the system to prepare them for the validation of the software. The Wragell, AK collaborates with Tyler staff iteratively to validate software configuration options to support future state.

#### Objectives:

- Ensure that the Wragell, AK understands future state processes and how to execute the processes in the software.
- Refine each process to meet the business requirements.
- Validate standard interfaces, where applicable.
- Validate forms and reports, where applicable.



STAGE 3	Process Refinement																
	Tyler								Wragell, AK								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Conduct process training			A	R							I	C	I	C			
Confirm process decisions			I	C						A	R	C	I	C			
Test configuration			I	C							A	R		C			
Refine configuration (Wragell, AK Responsible)			I	C							A	R		C			
Refine configuration (Tyler Responsible)			A	R							I	I		I			
Validate interface process and results			I	C			C				A	R		C			C
Update Wragell, AK-specific process documentation (if applicable)			I	C							A	R		C			
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Initial Configuration
	Documentation that describes future state decisions and configuration options to support future state decisions.
	Solution validation test plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated solution validation test plan	
	Completed Wragell, AK-specific process documentation (completed by Wragell, AK)	

#### Work package assumptions:

- None



### 6.3.4 Conversion Delivery

The purpose of this task is to transition the Wragell, AK's data from their source ("legacy") system(s) to the Tyler system(s). The data will need to be mapped from the legacy system into the new Tyler system format. A well-executed data conversion is key to a successful cutover to the new system(s).

With guidance from Tyler, the Wragell, AK will review specific data elements within the system and identify / report discrepancies. Iteratively, Tyler will collaborate with the Wragell, AK to address conversion discrepancies. This process will allow for clean, reconciled data to transfer from the source system(s) to the Tyler system(s). Reference Conversion Appendix for additional detail.



#### Objectives:

- Data is ready for production (Conversion).

STAGE 3	Data Delivery & Conversion																
	Tyler								Wragell, AK								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Provide data crosswalks/code mapping tool			A	C	R						I	I		I			
Populate data crosswalks/code mapping tool			I	C	C						A	R		C			



Iterations: Conversion Development			A	C	R						I						I
Iterations: Deliver converted data			A		R		I				I						I
Iterations: Proof/Review data and reconcile to source system			C	C	C						A	R		C			C

Inputs	
	Data Conversion Plan
	Configuration

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Code Mapping Complete / Validated	
	Conversion Iterations / Reviews Complete	Conversion complete, verified, and ready for final pass

#### Work package assumptions:

- The Wragell, AK will provide a single file layout per source system as identified in the investment summary.
- The Wragell, AK subject matter experts and resources most familiar with the current data will be involved in the data conversion effort.
- The Wragell, AK project team will be responsible for completing the code mapping activity, with assistance from Tyler.

#### 6.3.5 This work package is not applicable.

#### 6.3.6 This work package is not applicable.

#### 6.3.7 Control Point 3: Prepare Solution Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below in each Work Package.

Note: Advancement to the Production Readiness Stage is dependent upon Tyler's receipt of the Stage Acceptance.

#### Prepare Solution Stage Deliverables:

- Licensed software is installed.
- Installation checklist/system document.
- Conversion iterations and reviews complete.

#### Prepare Solution Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.



- Software is configured.
- Solution validation test plan has been reviewed and updated if needed.

## 6.4 Production Readiness

Activities in the Production Readiness stage will prepare the Wragell, AK team for go-live through solution validation, the development of a detailed go-live plan and end user training. A readiness assessment will be conducted with the Wragell, AK to review the status of the project and the organizations readiness for go-live.

### 6.4.1 Solution Validation

Solution Validation is the end-to-end software testing activity to ensure that the Wragell, AK verifies all aspects of the Project (hardware, configuration, business processes, etc.) are functioning properly, and validates that all features and functions per the contract have been deployed for system use.

#### Objectives:

- Validate that the solution performs as indicated in the solution validation plan.
- Ensure the Wragell, AK organization is ready to move forward with go-live and training (if applicable).

STAGE 4	Solution Validation																
	Tyler								Wragell, AK								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Update Solution Validation plan			A	R	C						C	C		C			
Update test scripts (as applicable)			C	C	C						A	R		C			
Perform testing			C	C	C						A	R		C			
Document issues from testing			C	C	C						A	R		C			
Perform required follow-up on issues			A	R	C						C	C		C			

Inputs	Solution Validation plan
	Completed work product from prior stages (configuration, business process, etc.)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Solution Validation Report	Wragell, AK updates report with testing results

#### Work package assumptions:



- Designated testing environment has been established.
- Testing includes current phase activities or deliverables only.

### 6.4.2 Go-Live Readiness

Tyler and the Wragell, AK will ensure that all requirements defined in Project planning have been completed and the Go-Live event can occur, as planned. A go-live readiness assessment will be completed identifying risks or actions items to be addressed to ensure the Wragell, AK has considered its ability to successfully Go-Live. Issues and concerns will be discussed, and mitigation options documented. Tyler and the Wragell, AK will jointly agree to move forward with transition to production. Expectations for final preparation and critical dates for the weeks leading into and during the Go-Live week will be planned in detail and communicated to Project teams.

#### Objectives:

- Action plan for go-live established.
- Assess go-live readiness.
- Stakeholders informed of go-live activities.

STAGE 4	Go-Live Readiness																
	Tyler								Wragell, AK								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Perform Readiness Assessment	I	A	R	C	C	I	C	I	I	I	I		I				I
Conduct Go-Live planning session		A	R	C							C	C	C	C	C		C
Order peripheral hardware (if applicable)			I							A	R						C
Confirm procedures for Go-Live issue reporting & resolution		A	R	I	I	I	I				C	C	I	I	I	I	I
Develop Go-Live checklist		A	R	C	C						C	C	I	C			C
Final system infrastructure review (where applicable)			A				R				C						C

Inputs	Future state decisions
	Go-live checklist

Outputs / Deliverables	Acceptance Criteria [only] for Deliverables
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	Updated go-live checklist	Updated Action plan and Checklist for go-live delivered to the Wragell, AK
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**Work package assumptions:**

- None

### 6.4.3 End User Training

End User Training is a critical part of any successful software implementation. Using a training plan previously reviewed and approved, the Project team will organize and initiate the training activities.

Train the Trainer: Tyler provides one occurrence of each scheduled training or implementation topic. Wragell, AK users who attended the Tyler sessions may train additional users. Additional Tyler led sessions may be contracted at the applicable rates for training.

Tyler will provide standard application documentation for the general use of the software. It is not Tyler's responsibility to develop Wragell, AK specific business process documentation. Wragell, AK-led training labs using Wragell, AK specific business process documentation if created by the Wragell, AK can be added to the regular training curriculum, enhancing the training experiences of the end users.

**Objectives:**

- End users are trained on how to use the software prior to go-live.
- The Wragell, AK is prepared for on-going training and support of the application.

STAGE 4	End User Training																
	Tyler								Wragell, AK								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Update training plan		A	R	C							C		I		C		
End User training (Tyler-led)		A	R	C							C	C	I	C	C	C	
Train-the-trainer		A	R	C							C	C	I	C			
End User training (Wragell, AK-led)			C	C							A	R	I	C	C	C	

Inputs	Training Plan
	List of End Users and their Roles / Job Duties
	Configured Tyler System

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	End User Training	Wragell, AK signoff that training was delivered



**Work package assumptions:**

- The Wragell, AK project team will work with Tyler to jointly develop a training curriculum that identifies the size, makeup, and subject-area of each of the training classes.
- Tyler will work with the Wragell, AK as much as possible to provide end-user training in a manner that minimizes the impact to the daily operations of Wragell, AK departments.
- The Wragell, AK will be responsible for training new users after go-live (exception—previously planned or regular training offerings by Tyler).

**6.4.4 Control Point 4: Production Readiness Stage Acceptance**

Acceptance criteria for this stage includes all criteria listed below. Advancement to the Production stage is dependent upon Tyler's receipt of the stage acceptance.

**Production Readiness stage deliverables:**

- Solution Validation Report.
- Update go-live action plan and/or checklist.
- End user training.

**Production Readiness stage acceptance criteria:**

- All stage deliverables accepted based on criteria previously defined.
- Go-Live planning session conducted.

**6.5 Production**

Following end user training the production system will be fully enabled and made ready for daily operational use as of the scheduled date. Tyler and the Wragell, AK will follow the comprehensive action plan laid out during Go-Live Readiness to support go-live activities and minimize risk to the Project during go-live. Following go-live, Tyler will work with the Wragell, AK to verify that implementation work is concluded, post go-live activities are scheduled, and the transition to Client Services is complete for long-term operations and maintenance of the Tyler software.

**6.5.1 Go-Live**

Following the action plan for Go-Live, defined in the Production Readiness stage, the Wragell, AK and Tyler will complete work assigned to prepare for Go-Live.

The Wragell, AK provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final conversion iteration, if applicable. If defined in the action plan, the Wragell, AK manually enters any data added to the Legacy System after final data extract into the Tyler system.

Tyler staff collaborates with the Wragell, AK during Go-Live activities. The Wragell, AK transitions to Tyler software for day-to-day business processing.

Some training topics are better addressed following Go-Live when additional data is available in the system or based on timing of applicable business processes and will be scheduled following Go-Live per the Project Schedule.



**Objectives:**

- Execute day to day processing in Tyler software.
- Wragell, AK data available in Production environment.

STAGE 5	Go-Live																
	Tyler								Wragell, AK								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Provide final source data extract, if applicable			C		C						A						R
Final source data pushed into production environment, if applicable			A	C	R						I	C		C			C
Proof final converted data, if applicable			C	C	C						A	R		C			
Complete Go-Live activities as defined in the Go-Live action plan			C	C	C					A	R	C	I	C			
Provide Go-Live assistance			A	R	C	C		I			C	C	I	C		I	C

Inputs	Comprehensive Action Plan for Go-Live
	Final source data (if applicable)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data is available in production environment	Wragell, AK confirms data is available in production environment

**Work package assumptions:**

- The Wragell, AK will complete activities documented in the action plan for Go-Live as scheduled.
- External stakeholders will be available to assist in supporting the interfaces associated with the Go-Live live process.
- The Wragell, AK business processes required for Go-Live are fully documented and tested.
- The Wragell, AK Project team and subject matter experts are the primary point of contact for the end users when reporting issues during Go-Live.
- The Wragell, AK Project Team and Power User's provide business process context to the end users during Go-Live.



## 6.5.2 Transition to Client Services

This work package signals the conclusion of implementation activities for the Phase or Project with the exception of agreed-upon post Go-Live activities. The Tyler project manager(s) schedules a formal transition of the Wragell, AK onto the Tyler Client Services team, who provides the Wragell, AK with assistance following Go-Live, officially transitioning the Wragell, AK to operations and maintenance.

### Objectives:

- Ensure no critical issues remain for the project teams to resolve.
- Confirm proper knowledge transfer to the Wragell, AK teams for key processes and subject areas.

STAGE 5	Transition to Client Services																
	Tyler								Wragell, AK								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Transfer Wragell, AK to Client Services and review issue reporting and resolution processes	I	I	A	I	I			R	I	I	C	C		C			
Review long term maintenance and continuous improvement			A					R			C	C		C			

Inputs	Open item/issues List
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Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Client Services Support Document	

### Work package assumptions:

- No material project issues remain without assignment and plan.

## 6.5.3 Post Go-Live Activities

Some implementation activities are provided post-production due to the timing of business processes, the requirement of actual production data to complete the activities, or the requirement of the system being used in a live production state.

### Objectives:



- Schedule activities that are planned for after Go-Live.
- Ensure issues have been resolved or are planned for resolution before phase or project close.

STAGE 5	Post Go-Live Activities																
	Tyler								Wragell, AK								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Schedule contracted activities that are planned for delivery after go-live		A	R	C	C	C	C	I			C	C	I	C			C
Determine resolution plan in preparation for phase or project close out		A	R	C	C	C		I			C	C	I	C			

Inputs	List of post Go-Live activities
--------	---------------------------------

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated issues log	

#### Work package assumptions:

- System is being used in a live production state.

### 6.5.4 Control Point 5: Production Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below:

- Advancement to the Close stage is not dependent upon Tyler's receipt of this Stage Acceptance.
- Converted data is available in production environment.

#### Production Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live activities defined in the Go-Live action plan completed.
- Client services support document is provided.



## 6.6 Close

The Close stage signifies full implementation of all products purchased and encompassed in the Phase or Project. The Wragell, AK transitions to the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Client Services).

### 6.6.1 Phase Closeout

This work package represents Phase completion and signals the conclusion of implementation activities for the Phase. The Tyler Client Services team will assume ongoing support of the Wragell, AK for systems implemented in the Phase.

#### Objectives:

- Agreement from Tyler and the Wragell, AK teams that activities within this phase are complete.

STAGE 6	Phase Close Out																
	Tyler								Wragell, AK								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Reconcile project budget and status of contract Deliverables	I	A	R						I	I	C						
Hold post phase review meeting		A	R	C	C	C	C				C	C	C	C			C
Release phase-dependent Tyler project resources	A	R	I								I						

Participants	Tyler	Wragell, AK
	Project Leadership	Project Manager
	Project Manager	Project Sponsor(s)
	Implementation Consultants	Functional Leads, Power Users, Technical Leads
	Technical Consultants (Conversion, Deployment, Development)	
	Client Services	

Inputs	Contract
	Statement of Work
	Project artifacts



Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Final action plan (for outstanding items)	
	Reconciliation Report	
	Post Phase Review	

#### Work package assumptions:

- Tyler deliverables for the phase have been completed.

### 6.6.2 Project Closeout

Completion of this work package signifies final acceptance and formal closing of the Project.

At this time the Wragell, AK may choose to begin working with Client Services to look at continuous improvement Projects, building on the completed solution.

#### Objectives:

- Confirm no critical issues remain for the project teams to resolve.
- Determine proper knowledge transfer to the Wragell, AK teams for key processes and subject areas has occurred.
- Verify all deliverables included in the Agreement are delivered.

STAGE 6	Project Close Out																
	Tyler								Wragell, AK								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Conduct post project review		A	R	C	C	C	C				C	C	C	C			C
Deliver post project report to Wragell, AK and Tyler leadership	I	A	R						I	I	C						
Release Tyler project resources	A	R	I								I						

Inputs	Contract
	Statement of Work

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables





	Post Project Report	Wragell, AK acceptance; Completed report indicating all project Deliverables and milestones have been completed
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#### Work package assumptions:

- All project implementation activities have been completed and approved.
- No critical project issues remain that have not been documented and assigned.
- Final project budget has been reconciled and invoiced.
- All Tyler deliverables have been completed.

### 6.6.3 Control Point 6: Close Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

#### Close Stage Deliverables:

- Post Project Report.

#### Close Stage Acceptance Criteria:

- Completed report indicating all Project deliverables and milestones have been completed.

## 7. General Assumptions

Tyler and the Wragell, AK will use this SOW as a guide for managing the implementation of the Tyler Project as provided and described in the Agreement. There are a few assumptions which, when acknowledged and adhered to, will support a successful implementation. Assumptions related to specific work packages are documented throughout the SOW. Included here are general assumptions which should be considered throughout the overall implementation process.

### 7.1 Project

- Project activities will begin after the Agreement has been fully executed.
- The Wragell, AK Project Team will complete their necessary assignments in a mutually agreed upon timeframe to meet the scheduled go-live date, as outlined in the Project Schedule.
- Sessions will be scheduled and conducted at a mutually agreeable time.
- Additional services, software modules and modifications not described in the SOW or Agreement will be considered a change to this Project and will require a Change Request Form as previously referenced in the definition of the Change Control Process.
- Tyler will provide a written agenda and notice of any prerequisites to the Wragell, AK project manager(s) ten (10) business days or as otherwise mutually agreed upon time frame prior to any scheduled on-site or remote sessions, as applicable.
- Tyler will provide guidance for configuration and processing options available within the Tyler software. If multiple options are presented by Tyler, the Wragell, AK is responsible for making decisions based on the options available.
- Implementation of new software may require changes to existing processes, both business and technical, requiring the Wragell, AK to make process changes.



- The Wragell, AK is responsible for defining, documenting, and implementing their policies that result from any business process changes.

## 7.2 Organizational Change Management

Unless otherwise contracted by Tyler, Wragell, AK is responsible for managing Organizational Change. Impacted Wragell, AK resources will need consistent coaching and reassurance from their leadership team to embrace and accept the changes being imposed by the move to new software. An important part of change is ensuring that impacted Wragell, AK resources understand the value of the change, and why they are being asked to change.

## 7.3 Resources and Scheduling

- Wragell, AK resources will participate in scheduled activities as assigned in the Project Schedule.
- The Wragell, AK team will complete prerequisites prior to applicable scheduled activities. Failure to do so may affect the schedule.
- Tyler and the Wragell, AK will provide resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases require sufficient resources to complete all required work as scheduled.
- Changes to the Project Schedule, availability of resources or changes in Scope will be requested through a Change Request. Impacts to the triple constraints (scope, budget, and schedule) will be assessed and documented as part of the change control process.
- The Wragell, AK will ensure assigned resources will follow the change control process and possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, change control process buy-in, and knowledge.
- The Wragell, AK makes timely Project related decisions to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Failure to do so may affect the schedule, as each analysis and implementation session is dependent on the decisions made in prior sessions.
- The Wragell, AK will respond to information requests in a comprehensive and timely manner, in accordance with the Project Schedule.
- The Wragell, AK will provide adequate meeting space or facilities, including appropriate system connectivity, to the project teams including Tyler team members.
- For on-site visits, Tyler will identify a travel schedule that balances the needs of the project and the employee.

## 7.4 Data

- Data will be converted as provided and Tyler will not create data that does not exist.
- The Wragell, AK is responsible for the quality of legacy data and for cleaning or scrubbing erroneous legacy data.
- Tyler will work closely with the Wragell, AK representatives to identify business rules before writing the conversion. The Wragell, AK must confirm that all known data mapping from source to target have been identified and documented before Tyler writes the conversion.
- All in-scope source data is in data extract(s).
- Each legacy system data file submitted for conversion includes all associated records in a single approved file layout.



- The Wragell, AK will provide the legacy system data extract in the same format for each iteration unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget and resource availability may occur and/or data in the new system may be incorrect.
- The Wragell, AK Project Team is responsible for reviewing the converted data and reporting issues during each iteration, with assistance from Tyler.
- The Wragell, AK is responsible for providing or entering test data (e.g., data for training, testing interfaces, etc.)

## 7.5 Facilities

- The Wragell, AK will provide dedicated space for Tyler staff to work with Wragell, AK resources for both on-site and remote sessions. If Phases overlap, Wragell, AK will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- The Wragell, AK will provide staff with a location to practice what they have learned without distraction.



## 8. Glossary

Word or Term	Definition
<b>Acceptance</b>	Confirming that the output or deliverable is suitable and conforms to the agreed upon criteria.
<b>Accountable</b>	The one who ultimately ensures a task or deliverable is completed; the one who ensures the prerequisites of the task are met and who delegates the work to those responsible. [Also see RACI]
<b>Application</b>	A computer program designed to perform a group of coordinated functions, tasks, or activities for the benefit of the user.
<b>Application Programming Interface (API)</b>	A defined set of tools/methods to pass data to and received data from Tyler software products
<b>Agreement</b>	This executed legal contract that defines the products and services to be implemented or performed.
<b>Business Process</b>	The practices, policy, procedure, guidelines, or functionality that the client uses to complete a specific job function.
<b>Business Requirements Document</b>	A specification document used to describe Client requirements for contracted software modifications.
<b>Change Request</b>	A form used as part of the Change Control process whereby changes in the scope of work, timeline, resources, and/or budget are documented and agreed upon by participating parties.
<b>Change Management</b>	Guides how we prepare, equip and support individuals to successfully adopt change in order to drive organizational success & outcomes
<b>Code Mapping [where applicable]</b>	An activity that occurs during the data conversion process whereby users equate data (field level) values from the old system to the values available in the new system. These may be one to one or many to one. Example: Old System [Field = eye color] [values = BL, Blu, Blue] maps to New Tyler System [Field = Eye Color] [value = Blue].
<b>Consulted</b>	Those whose opinions are sought, typically subject matter experts, and with whom there is two-way communication. [Also see RACI]
<b>Control Point</b>	This activity occurs at the end of each stage and serves as a formal and intentional opportunity to review stage deliverables and required acceptance criteria for the stage have been met.
<b>Data Mapping [where applicable]</b>	The activity determining and documenting where data from the legacy system will be placed in the new system; this typically involves prior data analysis to understand how the data is currently used in the legacy system and how it will be used in the new system.
<b>Deliverable</b>	A verifiable document or service produced as part of the Project, as defined in the work packages.
<b>Go-Live</b>	The point in time when the Client is using the Tyler software to conduct daily operations in Production.
<b>Informed</b>	Those who are kept up-to-date on progress, often only on completion of the task or deliverable, and with whom there is just one-way communication. [Also see RACI]



<b>Infrastructure</b>	The composite hardware, network resources and services required for the existence, operation, and management of the Tyler software.
<b>Interface</b>	A connection to and potential exchange of data with an external system or application. Interfaces may be one way, with data leaving the Tyler system to another system or data entering Tyler from another system, or they may be bi-directional with data both leaving and entering Tyler and another system.
<b>Integration</b>	A standard exchange or sharing of common data within the Tyler system or between Tyler applications
<b>Legacy System</b>	The software from which a client is converting.
<b>Modification</b>	Custom enhancement of Tyler's existing software to provide features or functions to meet individual client requirements documented within the scope of the Agreement.
<b>On-site</b>	Indicates the work location is at one or more of the client's physical office or work environments.
<b>Organizational Change</b>	The process of changing an organization's strategies, processes, procedures, technologies, and culture, as well as the effect of such changes on the organization.
<b>Output</b>	A product, result or service generated by a process.
<b>Peripheral devices</b>	An auxiliary device that connects to and works with the computer in some way. Some examples: scanner, digital camera, printer.
<b>Phase</b>	A portion of the Project in which specific set of related applications are typically implemented. Phases each have an independent start, Go-Live and closure dates but use the same Implementation Plans as other Phases of the Project. Phases may overlap or be sequential and may have different Tyler resources assigned.
<b>Project</b>	The delivery of the software and services per the agreement and the Statement of Work. A Project may be broken down into multiple Phases.
<b>RACI</b>	A matrix describing the level of participation by various roles in completing tasks or Deliverables for a Project or process. Individuals or groups are assigned one and only one of the following roles for a given task: Responsible (R), Accountable (A), Consulted (C), or Informed (I).
<b>Remote</b>	Indicates the work location is at one or more of Tyler's physical offices or work environments.
<b>Responsible</b>	Those who ensure a task is completed, either by themselves or delegating to another resource. [Also see RACI]
<b>Scope</b>	Products and services that are included in the Agreement.



<b>Solution</b>	The implementation of the contracted software product(s) resulting in the connected system allowing users to meet Project goals and gain anticipated efficiencies.
<b>Stage</b>	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project.
<b>Standard</b>	Software functionality that is included in the base software (off-the-shelf) package; is not customized or modified.
<b>Statement of Work (SOW)</b>	Document which will provide supporting detail to the Agreement defining Project-specific activities, services, and Deliverables.
<b>System</b>	The collective group of software and hardware that is used by the organization to conduct business.
<b>Test Scripts</b>	The steps or sequence of steps that will be used to validate or confirm a piece of functionality, configuration, enhancement, or Use Case Scenario.
<b>Training Plan</b>	Document(s) that indicate how and when users of the system will be trained relevant to their role in the implementation or use of the system.
<b>Validation (or to validate)</b>	The process of testing and approving that a specific Deliverable, process, program, or product is working as expected.
<b>Work Breakdown Structure (WBS)</b>	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.
<b>Work Package</b>	A group of related tasks within a project.



# Part 4: Appendices

## 9. Conversion

### 9.1 ERP Pro Utility Billing Conversion Summary

#### 9.1.1 Utility Billing - Standard

- Utility Contact Information
- Utility Mailing and Billing Addresses
- Utility Parcels
- Account Master - (Average monthly payment, deposits, bank drafts, comments/notes)
- Meters/Services
- Transaction History – Includes current year plus one prior year
- Read History

#### 9.1.2 Utility Billing – Legacy/Historical Views

- Unlimited historical transactions provided by the Wragell, AK can be converted by Tyler into historical views

### 9.2 ERP Pro Financials Conversion Summary

#### 9.2.1 General Ledger

Standard Conversion Includes:

- Full chart of accounts listing, descriptions, and corresponding account types
- Element (segment) values and descriptions
- Unlimited historical transactions as provided by client.

**NOTE:** Summarized budget figures for current fiscal year and historical years can be imported into the system from Excel. The Wragell, AK is ultimately responsible for producing the budget figures in Excel and verifying the results. Training will be provided on how to import budgets from Excel.

**NOTE:** Summarized beginning balance sheet entries, as well as summarized fiscal year activity entries, can be imported into the system from Excel for the current year. The Wragell, AK is ultimately responsible for producing the entries in Excel and verifying the results. Training will be provided on how to import JEs from Excel.

#### 9.2.2 Accounts Payable

Standard Conversion Includes:

- Vendor master information, address, primary contact, and **NOTES**
- Unlimited historical transactions as provided by client.

**NOTE:** 1099 balances and non-1099 balances can be imported into the system using a standard import available to the Wragell, AK from Excel. The Wragell, AK will ultimately be responsible for creating the





Excel spreadsheet and verifying the results. Training will be provided on how to import balances from Excel.

### 9.2.3 Personnel Management

Standard Conversion Includes:

- Basic employee information – employee master, address, primary contact, dates, phone numbers, dependents, **NOTES**
- Current direct deposit bank information
- Federal and state tax withholding information
- Unlimited historical transactions provided by client.

**NOTE:** Employee positions/deductions will be created according to recommended best business practices.

**NOTE:** Clients going live on payroll mid-calendar year will have the option to import or enter quarterly employee payroll history to meet federal and state reporting requirements giving the ability to create a single set of W-2's at calendar year end. The Wragell, AK will ultimately be responsible for entering in the quarterly employee payroll history and verifying the results. Training will be provided on how to enter in this information.



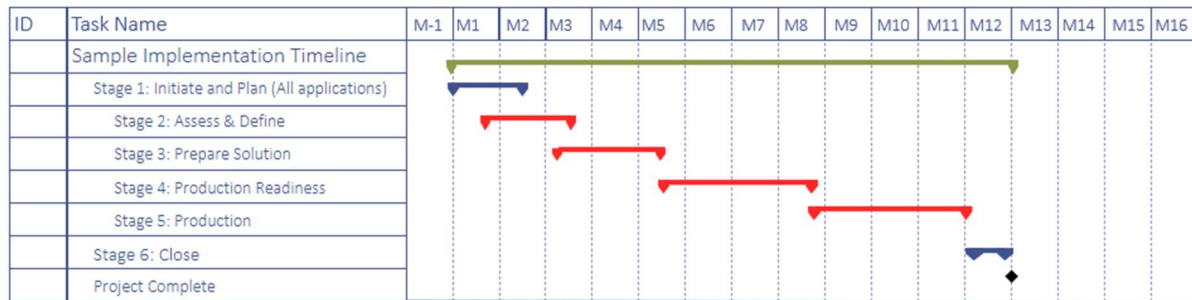
## 10. Additional Appendices

10.1 This work package is not applicable.



## 11. Project Timeline

### 11.1 ERP Pro Financial Management Timeline

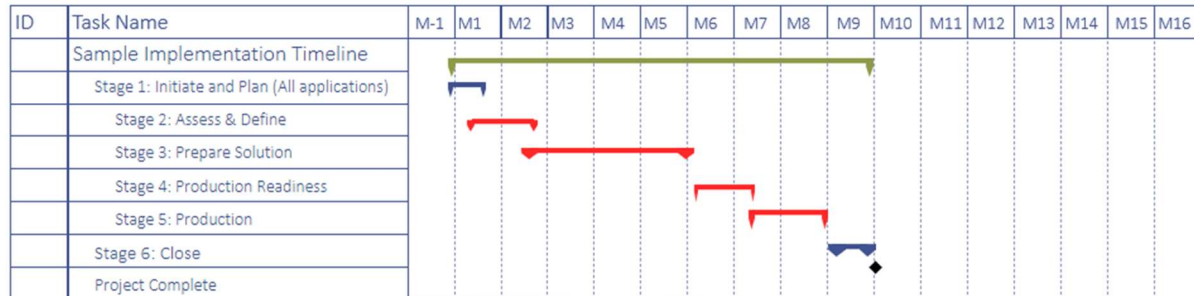


# example

This timeline is an example. Please use it as a general guide...ONLY. Its purpose is to demonstrate the order in which various products are typically implemented and the potential overlap of stages for each phase. The exact timing of each deliverable depends on many factors including, but not limited to, the client's ability to commit resources to the project, client blackout dates, and the alignment of client business practices with Tyler implementation methodology. Tyler makes no guarantees that implementation schedules will align with this example.



## 11.2 ERP Pro Utility Billing Timeline

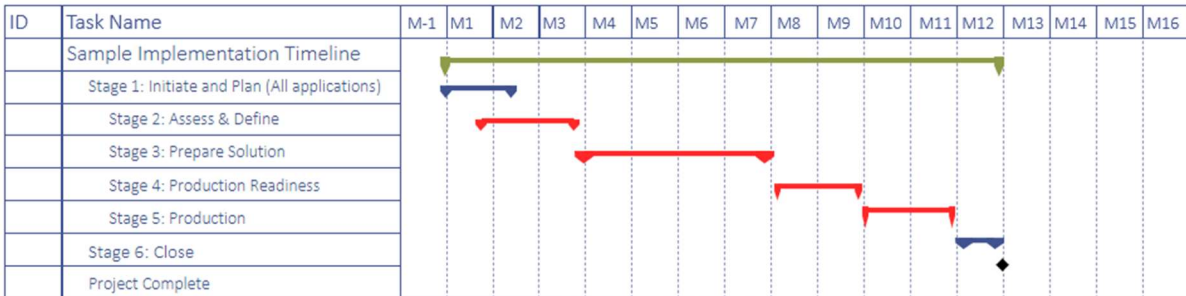


# example

This timeline is an example. Please use it as a general guide...ONLY. Its purpose is to demonstrate the order in which various products are typically implemented and the potential overlap of stages for each phase. The exact timing of each deliverable depends on many factors including, but not limited to, the client's ability to commit resources to the project, client blackout dates, and the alignment of client business practices with Tyler implementation methodology. Tyler makes no guarantees that implementation schedules will align with this example.



## 11.3 ERP Pro Utility Billing, CRM, and Community Development Timeline



# example

This timeline is an example. Please use it as a general guide...ONLY. Its purpose is to demonstrate the order in which various products are typically implemented and the potential overlap of stages for each phase. The exact timing of each deliverable depends on many factors including, but not limited to, the client's ability to commit resources to the project, client blackout dates, and the alignment of client business practices with Tyler implementation methodology. Tyler makes no guarantees that implementation schedules will align with this example.



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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	April 23, 2024
	<u>Agenda Section</u>	<b>13</b>

Approval of a Memorandum of Understanding (MOU) between the City and Borough of Wrangell and the USDA, Forest Service Wrangell Ranger District

<p><b><u>SUBMITTED BY:</u></b></p> <p>Mason Villarma, Borough Manager</p>	<p><b><u>FISCAL NOTE:</u></b></p> <p><b>Expenditure Required: \$</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; height: 20px;"></td> <td style="width: 33%; height: 20px;"></td> <td style="width: 33%; height: 20px;"></td> </tr> </table> <p><b>Amount Budgeted:</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; height: 20px;"></td> <td style="width: 66%; height: 20px;"></td> </tr> </table> <p><b>Account Number(s):</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; height: 20px;"></td> <td style="width: 66%; height: 20px;"></td> </tr> </table> <p><b>Account Name(s):</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; height: 20px;"></td> <td style="width: 66%; height: 20px;"></td> </tr> </table> <p><b>Unencumbered Balance(s) (prior to expenditure):</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; height: 20px;"></td> <td style="width: 66%; height: 20px;"></td> </tr> </table>											

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

**ATTACHMENTS:**

1. Exhibit A\_Memorandum of Understanding

### RECOMMENDATION MOTION:

**Move to approve a** Memorandum of Understanding (MOU) **between the City and Borough of Wrangell and the USDA, Forest Service Wrangell Ranger District**

### SUMMARY STATEMENT

As established by the Borough Assembly on January 12, 2024, the Borough set a goal to develop a memorandum of understanding with the US Forest Service's Wrangell Ranger District. Borough Administration and Wrangell District Ranger, Tory Houser, developed an MOU with the following key points:

1. **Background:** The MOU highlights the challenges faced by both the Wrangell community and the Forest Service in maintaining infrastructure and addressing natural resource-related issues due to limited resources and staffing. It emphasizes the importance of partnerships to overcome these challenges.
2. **Purpose:** The purpose of the MOU is to facilitate cooperation between the parties in managing and developing both the National Forest System and Wrangell lands. It emphasizes ongoing communication, coordination, and mutual support.
3. **Statement of Mutual Benefit and Interests:** Both parties acknowledge the mutual benefits of cooperation. The Forest Service aims to sustain the health and productivity of forests, while Wrangell seeks social and economic advancement while maintaining a sustainable environment.
4. **Framework of Cooperation:** This section outlines the responsibilities of both parties. The Cooperator (Wrangell) agrees to explore opportunities for cultural exchange, provide advice, identify funding, and maintain communication. The Forest Service agrees to share knowledge and expertise, cooperate in planning and implementation, and communicate with Wrangell.
5. **Mutually Understood Agreements:** The parties agree to discuss opportunities for trail maintenance, workforce development, infrastructure improvement, and hazard mitigation. Regular communication and annual reviews of the MOU are also emphasized.
6. **Pooling of Knowledge and Information:** Both parties agree to share relevant laws, regulations, policies, and expertise to achieve mutually beneficial outcomes. They will collaborate and provide subject matter experts as needed.
7. **Fiscal Obligations:** The MOU clarifies that it does not establish fiscal obligations between the parties. Any financial transactions will be handled separately in accordance with applicable laws and regulations.

Overall, the MOU sets a framework for collaboration between Wrangell and the Forest Service to address common challenges and achieve shared goals in land management and community development.



FS Agreement No. 24-MU-11100500-046

Cooperator Agreement No. \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING**  
**Between The**  
**CITY AND BOROUGH OF WRANGELL**  
**And The**  
**USDA, FOREST SERVICE**  
**TONGASS NATIONAL FOREST**  
**WRANGELL RANGER DISTRICT**

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the City and Borough of Wrangell hereinafter referred to as “the Borough,” and the United States Department of Agriculture (USDA), Forest Service, Tongass National Forest, hereinafter referred to as the “Forest Service.”

Background:

One of the important challenges for the community of Wrangell, like other small communities in Southeast Alaska, has been limited resources, employment, and high costs to do business in the area. In addition, due to declining operating budgets and staffing levels across the Tongass National Forest, the ability of Districts to maintain infrastructure, and their ability to conduct project and program work internally poses a challenge for the agency. Districts now seek to accomplish important work through partnerships with local communities, organizations, and Tribal groups.

The City and Borough of Wrangell functions as a unified home rule municipality, employing an Assembly-Manager model of governance. Within its administrative purview, the Cooperator oversees essential utilities such as water, wastewater, electric, and sanitation services, in addition to delivering a spectrum of general governmental functions to the populace. Complementing these utilities, the Cooperator manages three harbors, a marine service center, and a bustling port catering to commercial fishermen, recreational vessels, cruise ships, and barge services. Furthermore, vital community amenities under the Cooperator's jurisdiction include the Irene Ingle Public Library, Parks and Recreation facilities, and the Nolan Center.

The Wrangell Ranger District is expanding their relationship with municipal governments for the purpose of building capacity and working collaboratively in order to meet agency goals. The Wrangell Ranger District lacks sufficient staff and resources to meet all natural resources demands alone. Hence, through the development of positive working relationships with the local municipal government, the agency improves its ability to address natural resource-related, socioeconomic challenges on public lands. In addition, building capacity in partnership with the Cooperator enhances the agency's ability to offer high quality tourism and land stewardship.



Parallel to the Wrangell Ranger District, the City and Borough of Wrangell grapples with analogous challenges. These challenges are chiefly characterized by a sustained population decline, stemming from stagnant economic growth across various sectors and a dearth of available housing. Consequently, this decline impedes the Borough's capacity to rejuvenate critical infrastructure and attract or retain residents. In response, the Borough prioritizes forging robust partnerships within the community to foster avenues for expansion and enhance the wellbeing of Wrangell's residents and visitors.

Title: Framework of Cooperation

- I. PURPOSE:** The purpose of this MOU is to document the cooperation between the parties to foster information exchange and substantive cooperation in the management and development of both the National Forest System and the City and Borough of Wrangell lands. This MOU serves as a foundational document for our collaborative endeavors and underscores our commitment to ongoing communication, coordination, and mutual support. It also identifies common goals and objectives between the Forest Service and the Cooperator, in accordance with the following provisions.

## **II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:**

The Forest Service's mission is to sustain the health, diversity, and productivity of the Nation's forests and grasslands to meet the needs of present and future generations. The Forest Service is responsible for administering lands in the National Forest System. Staff resources alone are insufficient to accomplish the work that must be done to conserve and preserve the public land's legacy. Developing a relationship of co-stewardship for all public lands based on mutual respect for the skills and knowledge of all partners will enhance the agency's ability to address the effects of climate change, help develop the skills needed to solve natural resource management issues on public land and utilize both traditional and nontraditional forms of knowledge in experiential learning and management.

The City and Borough of Wrangell is dedicated to fostering social and economic advancement while upholding an environment that is not only visually appealing but also sustainable and secure for the benefit of its residents and visitors alike. Through principled and adept governance, in collaboration with various stakeholders, the Cooperator endeavors to enhance the well-being of all individuals within the broader community. By prioritizing responsible leadership and strategic partnerships, the Cooperator seeks to elevate the overall quality of life for its diverse population, ensuring that Wrangell remains a vibrant and inclusive place to live, work, and explore. The City and Borough of Wrangell work to provide government services and promote the interests of its residents while managing affairs across ecosystem boundaries.



The Cooperator and the Forest Service have information and resources that are of mutual interest, concern, and benefit to both parties for the purpose of planning activities.

Nothing listed in this MOU or attachments infringes or lessens the inherent rights of either party. With this understanding, the Forest Service and the Cooperator will work in a mutually cooperative relationship building on trust, mutual respect, and enhanced communications by both parties to further a Government-to-Government relationship.

It is the intent of both parties to cooperate and share information, formally and informally whenever appropriate, regarding implementation of programs and projects in which both parties have mutual interest and/or concern.

In consideration of the above premises, the parties agree as follows:

### **III. THE COOPERATOR SHALL:**

- A. Explore opportunities to provide mutually beneficial cultural, historical, local traditional knowledge and experiences across the ecosystem that was historically and continues to be inhabited by Tribal citizens and their families, for the enhancement of agreed upon programs and projects.
- B. Provide advice and/or recommendations, as appropriate, to the Forest Service of the Cooperator's needs and concerns impacting the special relationship between the Cooperator and the Forest Service.
- C. Subject to the applicable laws and regulations, enter into separate agreements or contracts with the Forest Service and/or other parties, as appropriate, to accomplish agreed upon, Tribal approved, programs and projects.
- D. Identify funding opportunities that may support mutually agreed upon initiatives or projects. Future projects obligating funding and/or resources will be documented in a legally binding agreement.
- E. Assign a primary point of contact, who shall be responsible for the coordination of the routine communications and activities between the Cooperator and the Forest Service.
- F. Provide an annual summary report of joint activities and project accomplishments, upon request from the Forest Service.

### **IV. THE FOREST SERVICE SHALL:**

- A. Explore opportunities to make Forest Service knowledge, information, lands, and professional and technical expertise available on issues that impact the Wrangell



- community for the furtherance of the agreement, subject to the applicable Federal laws, regulations, and Forest Plan direction for the affected area and subject to approval by the Forest Supervisor or designated representative.
- B. Cooperate in the planning, developing, implementation, and monitoring of mutually beneficial projects and programs, sharing of information, and coordination of joint endeavors through separate agreements, subject to Federal laws and regulations, when appropriate with the special relationship between the Cooperator and the Forest Service.
  - C. Delegate the District Ranger as the primary point of contact for the Forest Service. The District Ranger will be responsible for the coordination of routine communications and activities between the Forest Service and the Cooperator and is responsible for signing official correspondence. Decision authority will reside with the District Ranger or the Forest Supervisor depending on the nature of the project decision.
  - D. Communicate with the Cooperator early and throughout the process regarding activities, projects, and programs on National Forest System lands that are of interest and concern to the Cooperator.
  - E. Stive to provide the Cooperator with advance notice of projects before general public scoping commences.

**V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:**

- A. The key objectives of this partnership is to discuss opportunities for trail maintenance and expansion, enhancement of access to recreational opportunities, the facilitation of workforce development initiatives, strategic targeting of funding for critical infrastructure improvement, responsible resource management and restoration, as well as the implementation of hazard mitigation and safety measures. By prioritizing these shared goals, the parties aim to ensure the sustainable utilization of natural resources, the promotion of outdoor recreation, and the overall enhancement of the community's well-being. If funding is acquired for the opportunities identified by the partnership, then these future project funds and resources will be obligated and documented in a legally binding agreement.
- B. There will be regular lines of communication by phone, email, letter, personal contact, meetings, and formal City Council meetings as needed.
- C. The primary and secondary points of contact shall meet at least annually to review and evaluate this MOU and determine whether amendments are necessary. Modifications within the scope of this MOU shall be made by mutual consent of



- the parties by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.
- D. The parties shall work collaboratively to pool knowledge and information using the following guidelines:
- a. Provide both the Forest Service and the Cooperator with laws, regulations, policies, and direction each work under. Both parties should be made aware of limitations that would restrict or define areas on which we can collaborate.
  - b. The Forest Service will provide the best available information for use in discussions.
  - c. Collaboration is expected between the parties to achieve the best mutually beneficial outcomes.
  - d. The Forest Service and the Cooperator agree to provide subject matter experts to address issues raised during meetings.
  - e. Both parties will agree to work to meet timelines.
- E. This MOU is neither a fiscal nor a funds obligation document. Any endeavor or transfer of anything of value involving reimbursement or contribution of funds between the parties to this MOU will be handled in accordance with applicable laws, regulations, and procedures including those for Government procurement and printing. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Specifically, this MOU does not establish authority for noncompetitive award to the Cooperator of any contract or other agreement. Any contract or agreement for training or other services must fully comply with all applicable requirements for competition.
- F. **PRINCIPAL CONTACTS.** Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

**Principal Cooperator Contacts:**

<b>Cooperator Program Contact</b>	<b>Cooperator Administrative Contact</b>
Mason Villarma PO Box 531 Wrangell, AK 99929 907-874-2381 #8 mfvillarma@wrangell.com	Kim Lane P.O. Box 531 Wrangell, AK 99929 907-874-2381 #7 clerk@wrangell.com

**Principal Forest Service Contacts:**

<b>Forest Service Program Manager Contact</b>	<b>Forest Service Administrative Contact</b>
Victoria Houser Wrangell Ranger District Ranger PO Box 51 Wrangell, AK 99929 907-874-7560 victoria.houser@usda.gov	Amanda Sassi Grants Management Specialist Remote, Region 10 Girdwood, AK 99587 907-401-3258 amanda.sassi@usda.gov

G. **ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE ENTITIES.** This agreement is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E, Section 433 and 434 as continued by Consolidated and Further Continuing Appropriations Act, 2013, P.L. No. 113-6, Division F, Title I, Section 1101(a)(3) regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by entering into this agreement the Cooperator acknowledges that it: 1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the agreement, unless a suspending and debarring official of the USDA has considered suspension or debarment is not necessary to protect the interests of the Government. If the Cooperator fails to comply with these provisions, the Forest Service will annul this agreement and may recover any funds the Cooperator has expended in violation of sections 433 and 434.

H. **NOTICES.** Any communications affecting the operations covered by this agreement given by the Forest Service or the Cooperator is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the Forest Service Program Manager, at the address specified in the MOU.

To the Cooperator at the Cooperator's address shown in the MOU or such other address designated within the MOU.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.



- I. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts the Forest Service or the Cooperator from participating in similar activities with other public or private agencies, organizations, and individuals.
- J. ENDORSEMENT. Any of the Cooperator's contributions made under this MOU do not by direct reference or implication convey Forest Service endorsement of the Cooperator's products or activities.
- K. NONBINDING AGREEMENT. This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable by law or equity. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purpose(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer anything of value.

Specific, prospective projects or activities that involve the transfer of funds, services, property, to a party requires the execution of separate agreements and are contingent upon numerous factors, including, as applicable, but not limited to: agency availability of appropriated funds and other resources; cooperator availability of funds and other resources; agency and cooperator administrative and legal requirements (including agency authorization by statute); etc. This MOU neither provides, nor meets these criteria. If the parties elect to enter into an obligation agreement that involves the transfer of funds, services, property, and/or anything of value to a party, then the applicable criteria must be met. Additionally, under a prospective agreement, each party operates under its own laws, regulations, and/or policies, and any Forest Service obligation is subject to the availability of appropriated funds and other resources. The negotiation, execution, and administration of these prospective agreements must comply with all applicable law.

Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.

- L. USE OF FOREST SERVICE INSIGNIA. In order for the Cooperator to use the Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the Forest Service's Office of Communications. A written request must be submitted and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.
- M. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no U.S. member of, or U.S. delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.





- N. FREEDOM OF INFORMATION ACT (FOIA). Public access to MOU or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).
- O. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- P. TRIBAL EMPLOYMENT RIGHTS ORDINANCE (TERO). The Forest Service recognizes and honors the applicability of the Tribal laws and ordinances developed under the authority of the Indian Self-Determination and Educational Assistance Act of 1975 (PL 93-638).
- Q. PUBLIC NOTICES. It is the Forest Service's policy to inform the public as fully as possible of its programs and activities. The Cooperator is encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows:

"The Wrangell Ranger District, Region 10 of the Forest Service, Department of Agriculture, is working in cooperation to exchange information, establish consultation and to collaborate with the Cooperator, Tongass National Forest, and Wrangell Ranger District officials concerning actions and projects. Also to identify common goals between the U.S. Forest Service and Cooperator recognizing the unique legal relationship and obligations the United States government has with Alaska Native Tribes."

The Cooperator may call on the Forest Service's Office of Communication for advice regarding public notices. The Cooperator is requested to provide copies of notices or announcements to the Forest Service Program Manager and to The Forest Service's Office of Communications as far in advance of release as possible.

- R. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. The Cooperator shall



acknowledge Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this MOU.

- S. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. The Cooperator shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

***In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)***

**To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.**

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

***"This institution is an equal opportunity provider."***

- T. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.
- U. DEBARMENT AND SUSPENSION. The Cooperator shall immediately inform the Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should the Cooperator or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- V. MODIFICATIONS. Modifications within the scope of this MOU must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.



- W. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective through April 30, 2029 at which time it will expire.
- X. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this MOU.

In witness whereof, the parties hereto have executed this MOU as of the last date written below.

RICHARD OLIVER, Tribal President  
Wrangell Cooperative Association

Date

FRANK SHERMAN, Forest Supervisor  
Forest Service, Tongass National Forest

Date

The authority and format of this agreement, 24-MU-11100500-046, have been reviewed and approved for signature.

MALLORY MUNZ  
Digitally signed by MALLORY  
MUNZ  
Date: 2024.04.18 09:40:22 -06'00'

4/18/24

MALLORY MUNZ  
Forest Service Grants Management Specialist

Date

#### Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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